



MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #178

February 4, 2016
10:00 a.m.

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



Massachusetts Gaming Commission



NOTICE OF MEETING and AGENDA

February 4, 2016

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

Thursday, February 4, 2016

10:00 a.m.

Massachusetts Gaming Commission

101 Federal Street, 12th Floor

Boston, MA

PUBLIC MEETING - #178

1. Call to order
2. Approval of Minutes
 - a. January 21, 2016
3. Presentation of Wynn/Boston Agreement and License Amendment and related actions
 - a. Surrounding Community Agreement
 - b. Settlement Agreement and Release
 - c. Request for Amendment to License Conditions
 - d. Request for Execution of Release
 - e. Request for Release of Check
 - f. Potential Reinstatement of the City of Boston as a Surrounding Community
 - g. **Votes on all of the above**
4. Administration – Ed Bedrosian, Executive Director
 - a. General Update
 - b. MGC Quarterly Budget Update – D. Lennon, CFAO and A. Beaulieu, Finance and Budget Office Manager
 - c. Region C Schedule Update – J. Ziembra, Ombudsman
 - d. Temporary License Update – K. Wells, Director – Investigations and Enforcement Bureau
5. Racing Division – Alex Lightbown, Director and Chief Veterinarian
 - a. Emergency Horse Racing Medication Regulations
 - i. Medication Regulation – **VOTE**
 - ii. Helmet Regulation - **VOTE**
 - b. Harness Racing Update - S. O’Toole, Director of Racing – Plainridge Park Casino
 - c. Standardbred Breeders Video - N. Longobardi, Secretary/Treasurer of SOM
 - d. Standardbred Breeders of Massachusetts (SOM) Representation Request – **VOTE**

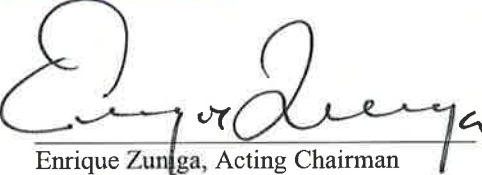


Massachusetts Gaming Commission

6. Legal Division – Catherine Blue, General Counsel
 - a. Penn National Gaming Non-Disclosure Agreement – **VOTE**
7. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

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

2/2/15
DATE


Enrique Zuniga, Acting Chairman

Date Posted to Website: February 2, 2016 at 10:00 a.m.



Massachusetts Gaming Commission

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



Meeting Minutes

Date/Time: January 21, 2016 – 10:00 a.m.

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

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

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

Call to Order

See transcript page 2

[10:02 a.m.](#) Chairman Crosby called to order the 175th Commission Meeting.

Approval of Minutes

See transcript pages 2-4

[10:02 a.m.](#) *Commissioner Macdonald moved for the approval of the January 7, 2016 minutes subject to any corrections for typographical errors or other nonmaterial matters. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

Administration

See transcript pages 4-12

[10:04 a.m.](#) Executive Director Edward Bedrosian, Jr. provided a general update which included the following: his transition with the Commission continues to go well, he is close to finalizing the open meeting law training with the Attorney General's Office, redline changes have been made to the hiring policy pertaining to references and recommendations, and the legal department is working on clarification of the voluntary self-exclusion rule, the contract and regulations.

[10:06 a.m.](#) Chairman Crosby stated that the Attorney General's Office suggested that the Commission conduct the open meeting law training in a public meeting. He also noted that a tentative training date has been scheduled for January 27th.

- [10:07 a.m.](#) Chairman Crosby provided an update on Daily Fantasy Sports (“DFS”) and stated that the white paper has been submitted to the Legislature and he thinks the Legislature may deal with DFS in this session. He also stated that this matter can be taken off the agenda for future dates.
- [10:08 a.m.](#) Chairman Crosby provided an update on the Tribal Compact which included the following: a third meeting has been scheduled with representatives of the Tribe and Gaming Commission staff, the Commission acknowledged the historical accomplishment of the Land in Trust, information from the Tribe about their plans is critical to informing the Commission’s decision on Region C, and the Commission is working to develop a regulatory partnership with the Tribal Commission.
- [10:10 a.m.](#) Ombudsman John Ziemba provided an update on Region C which included the following: evaluation teams continue with their review of the Mass Gaming & Entertainment (“MGE”) application, a public input hearing for surrounding communities has been scheduled in Holbrook on January 28th a date has not yet been set for the host community public input hearing, the Commission received seven executed surrounding community agreements (Abington, Avon, East Bridgewater, Holbrook, Pembroke, Stoughton and Whitman), two communities (Easton and West Bridgewater) have entered into arbitration with MGE, and parties in arbitration may file a fundamental inconsistency petition with the Commission by January 26th. He also stated that the projected date for the Commission to make a decision on Region C is March 31st.

Workforce, Supplier and Diversity Development

See transcript page 13

- [10:13 a.m.](#) Chairman Crosby called for the workforce, supplier and diversity agenda item and Director Jill Griffin responded that Ombudsman John Ziemba can proceed and that the Commission can skip this item.

Ombudsman

See transcript pages 13-144

- [10:14 a.m.](#) Vice President and General Manager Lance George presented on the **Plainridge Park Casino Quarterly Report** which included the following highlights: no material changes for employment; decrease in employees was due to seasonal racing; exceeded goal on diversity hiring; 13 promotions and 10 internal transfers for employees; priority on local, Massachusetts, and vendor diversity spend; revenue and taxes; LEED Gold certification awarded for an energy efficient facility; adjustments to the gaming floor based upon customer feedback; working with Dunkin Donuts to open in the facility; compliance with regulations; good cooperation with law enforcement; compliance with agreements; partnership with the lottery; positive customer satisfaction; events and promotions; current projects; Play Management update, and CMS installation. He also noted that the company remains in a strong financial position.

Mr. George also noted some highlights about Plainridge Park Casino written in an op-ed by Penn National Gaming CEO Timothy Wilmott which included: the Commonwealth has received over \$55 million in taxes and fees, harness horse

racing is being rejuvenated, donations to charities, purchase of goods and services from Massachusetts companies, host community benefits, and the creation of over 1600 construction and permanent jobs.

- [10:22 a.m.](#) Chairman Crosby noted that money from Plainridge Park Casino has been an extraordinary economic benefit for the Commonwealth.
- [10:23 a.m.](#) Commissioner Zuniga suggested that future reports contain testimonials from businesses and employees as they provide a story behind the numbers.
- [10:36 a.m.](#) Executive Director Bedrosian noted for the record that he and MGM Attorney Jed Nosal had worked together at the Attorney General's Office.
- [10:37 a.m.](#) Brian Packer, Vice President of Development for MGM, presented on the **MGM Quarterly Report** which included the following highlights: schedule update, diversity project goals for design and construction, outreach activities, meetings with community organizations, launching of construction portal on MGM website to connect folks to unions, targeted Veteran outreach, and workforce diversity statistics. He also provided a design and construction update which included the following: executed contracts for Friedmutter and Chursciel Group Consulting, occupancy in new Mission building, abatement, salvage at historical locations, demolition, utility work, garage bid status, site plan, archival photography of historical structures, and road safety audits for intersection improvements.
- [10:58 a.m.](#) Commissioner Stebbins asked for information about the construction workforce task force. Mr. Packer responded that the concept of the task force is in the early stages and it is intended to help facilitate dialogue between the unions and community groups.
- [11:00 a.m.](#) Michael Mathis, President and COO of MGM Springfield, introduced the MGM team, congratulated Executive Director Bedrosian on his appointment, noted that construction is ongoing, and restated the goals of the casino project which are - commitment to a \$950 million project, jobs, and local and regional spend. He also noted that it's the first time that Springfield, and the region, will be at the top of the list for the largest construction project in Massachusetts.
- [11:06 a.m.](#) Chairman Crosby inquired about the status of the housing units. Mr. Mathis responded that they are committed to 54 market rate units, they are working to identify locations about a half-mile from the project site, and discussions are in process. He also noted that the City of Springfield has embraced bringing the residential project off-site to bring economic development outside the casino borders.
- [11:09 a.m.](#) Albie Colotto, Art and Design Director for the Friedmutter Group and representing MGM, stated that he took officials and the Mayor of Springfield on a tour to view the site and construction activity. He also stated that the project is a destination project that will offer shopping, food & beverage outlets, outdoor experiences, and hotel rooms. He also provided an overview of the floor and landscape plans, aerial and street views of project, and an outdoor entertainment plaza view. Commissioner Macdonald inquired about the size of the plaza and how they intend to keep the plaza space active and not fall dormant. Mr. Mathis responded that he

expects the plaza will be active with restaurant patio space, programs, and events. Mr. Colotto also presented on the pedestrian view, marketplace, entertainment plaza, and bus drop-off area.

[11:36 a.m.](#) Mr. Mathis reported on the proposed MGM sign that will sit above the garage. He stated that they took inspiration from iconic signage and it will include a steel structural support with three panels, and the center panel will be a video board.

[11:43 a.m.](#) Commissioner Zuniga inquired about abutter concerns. Mr. Packer responded that they are committed to the abutters, they send emails to notify them of activities, and they have met with them to review designs. He also provided examples of responses to abutter comments on issues such as pavement extension, noise, vibrations, bus drop-off, and curb cut concerns.

[11:56 a.m.](#) The Commission took a short recess.

[12:09 p.m.](#) The meeting resumed.

[12:09 p.m.](#) Robert DeSalvio, President of Wynn MA, noted that Chris Gordon has joined the Wynn team as President of Wynn Design Development MA.

[12:10 p.m.](#) Chris Gordon, President of Wynn Design Development MA, presented on the **Wynn Quarterly Report** which included the following highlights: permitting status, site remediation, removal of contaminated soil, excavation, PCB removal, no detection of dust migration from the on-site air monitoring stations, design under review by the City of Everett for a building permit, off-site infrastructure, Sullivan Square meetings, selection of Suffolk Construction as the contractor, and projected project schedule. Mr. Gordon also noted that if permits are in place, they anticipate a construction start date in April or May.

[12:25 p.m.](#) President DeSalvio reported on progress made with diversity efforts and noted the selection of the Charter Company, a minority-owned business in Boston; and Alliance Security, a female-owned business in Everett. He also highlighted some of their events and community outreach which included public meetings on remediation, contributions to the Krystal Campbell Peace Garden and Boston Bruins Foundation to provide helmets for high school hockey players, and meetings with the building trades and chamber of commerce.

Legal Division

See transcript pages 144-169

[12:38 p.m.](#) Deputy General Counsel Todd Grossman presented on requests from Plainridge Park Casino for a nondisclosure agreement and recommendations from the legal department.

[12:48 p.m.](#) General Counsel Catherine Blue presented options for the Commissioners consideration which included: requests for nondisclosure agreements will go directly to the Commissioners, or the Commissioners could delegate authority to staff to address them. Commissioner Zuniga stated that he was comfortable with the legal department making the call. Commissioner Macdonald stated that he is reluctant at this stage to delegate this matter to staff and stated that it is important

for the Commissioners to be personally familiar with what is being asked. Chairman Crosby agreed with Commissioner Macdonald and stated that he would like the Commissioners to retain the authority to make approvals of the recommendations.

12:52 p.m. General Counsel Blue stated that she will prepare a formal nondisclosure agreement for the Plainridge Park Casino request and submit it at the next meeting for review and approval by the Commissioners.

12:53 p.m. General Counsel Blue presented on the amendment to the Race Horse Development Fund and noted the Commission will pay purse money to the licensee and the licensee will enter into a purse agreement with the horseman's group. She noted that there can be separate horseman's group per track. She stated that the Commissioners are not recognizing a particular horseman's group but will honor a group's purse agreement. She also noted that if there is more than one horseman's group then health and wellness benefits will be split evenly between the groups. General Counsel Blue stated that this is a gaming regulation and it will be put on our website for informal comment.

1:00 p.m. Chairman Crosby inquired about amended language pertaining to the ability of the Commission to distribute less than the entire amount of the fund and requested that it be rewritten so that the Commission can make distributions as determined by the Commission to be beneficial. General Counsel Blue stated that she will make the change and then post for informal comment.

Investigations and Enforcement Bureau (IEB)

See transcript pages 169-200

1:02 p.m. Director Karen Wells presented on qualifier suitability for two individuals: Stephen Cootey at Wynn Resorts and Ronald Naples at Penn National. She provided a summary of their educational and professional backgrounds, noted that the IEB found no issues, and recommended that the Commission find them both suitable.

1:06 p.m. *Commissioner Cameron moved that the Commission approve suitability for licensure for Mr. Cootey and Mr. Naples. Motion seconded by Commissioner Macdonald. Motion passed unanimously for both nominations.*

1:06 p.m. Director Wells provided information to the Commission on the process for licensing employees as the regulation is not clear as to when key gaming and gaming employees should be licensed. She noted that the priority of the IEB has been to get Penn National up and running. She stated that over the next several months licensing of primary vendors will be a priority. She recommended that key MGM and Wynn employees submit their application now so that the IEB can start working on them.

1:14 p.m. General Counsel Blue clarified the context of the question which is – at what point would we prefer to have an individual, who is working before a gaming establishment is built, start the licensing process?

1:29 p.m. President DeSalvio noted that senior folks who are coming in have a high probability of passing licensure and may already be licensed in other jurisdictions.

He recommended that a person be able to start employment and then formally require them to turn in paperwork within a certain timeframe. Director Wells stated that this sounded like a reasonable interim solution while they determine next steps.

[1:33 p.m.](#) Executive Director Bedrosian stated that staff will consult with licensees and work on this matter to develop a proposal.

[1:34 p.m.](#) Chairman Crosby recommended changes to 205 CMR 134.03 pertaining to gaming service employees and misplacement of the temporary employees section. General Counsel Blue stated that they are looking at this regulation as a whole and will be making changes.

Other Business Not Reasonably Anticipated

See transcript page 200

[1:36 p.m.](#) *Having no further business, a motion to adjourn was made by Commissioner Cameron and passed unanimously.*

List of Documents and Other Items Used

1. Massachusetts Gaming Commission, Notice of Meeting and Agenda dated January 21, 2016
2. Massachusetts Gaming Commission, Draft Meeting Minutes dated January 7, 2016
3. Plainridge Park Casino's Quarterly Report to the Massachusetts Gaming Commission
– Q4 2015
4. MGM Springfield's Quarterly Report to the Massachusetts Gaming Commission
– Q4 2015
5. MGM Springfield Site Plan Presentation dated January 19, 2016
6. Wynn Everett Quarterly Report as of December 31, 2015
7. Massachusetts Gaming Commission, Certificate of Appreciation for Ron Marlow
8. Massachusetts Gaming Commission, Draft Nondisclosure Agreement Pursuant to 205 CMR 139.02
9. Plainridge Park Casino Request for Nondisclosure Agreement and Massachusetts Gaming Commission Legal Department Recommendations
10. 205 CMR 149.00: Race Horse Development Fund (Amendment)
11. 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations

/s/ Catherine Blue

Catherine Blue, Assistant Secretary

Massachusetts Gaming Commission

Vote Regarding Litigation Release and Surrounding Community Agreement

PROJECT NAME: Wynn Everett
PROJECT LOCATION: 1 Horizon Way in Everett, Massachusetts
PROJECT PROPONENT: Wynn MA LLC (“Wynn”)
MUNICIPALITY: City of Boston (“Boston”)
APPROVAL SOUGHT: Massachusetts Gaming Commission’s Vote Regarding Litigation Release and Surrounding Community Agreement between Wynn MA LLC and the City of Boston

WHEREAS, pursuant to Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Commission (the “Commission”) awarded a conditional Category 1 gaming license (the “License”) to Wynn to develop a gaming establishment (the “Project”) on property in Everett, Massachusetts.

WHEREAS, during the proceedings leading to the License, the Commission determined that Wynn’s proposed gaming establishment is located within Everett; Boston is not a host community to the Project; and Boston was a surrounding community to the Project.

WHEREAS, after Boston declined to participate in the Commission’s binding arbitration process under 205 CMR 125.01, the Commission concluded that Boston had waived its surrounding community status with respect to Wynn’s application for the License.

WHEREAS, in the absence of a surrounding community agreement between Wynn and Boston, the Commission included in the License conditions to mitigate potential impacts of the Project on Boston. See License Conditions Section 3 (Conditions Required to Mitigate Impacts to the City of Boston) and Section 4 (Conditions Required to Mitigate Traffic and Other Impacts Caused by the Construction and Operation of the Gaming Establishment) (collectively “Sections 3 and 4 of the License Conditions”).

WHEREAS, litigation ensued entitled:

- *City of Boston v. Massachusetts Gaming Commission, et al.*, Case No. SUCV2015-00012-BLS2 (the “Licensing Action”),
- *City of Boston v. Wynn MA, LLC*, Case No. SUCV2015-02932-BLS2 (the “Environmental Action”), and
- *Wynn Resorts et al. v. Does 1 through 20*, Case No. SUCV2015-03010-BLS2 (the “Defamation Action”).

WHEREAS, on December 3, 2015, the court granted the Commission's motion to dismiss in the Licensing Action and, on December 8, 2015, the court entered final judgment dismissing the Licensing Action.

WHEREAS, Boston and Wynn have submitted to the Commission a partially executed Settlement Agreement and Release dated January 27, 2016 (the “Release”), in which Boston and

Wynn have agreed to resolve all disputes between them, asserted or unasserted, arising from or relating to the Licensing Action, the Environmental Action, and the Defamation Action, without admission of any liability.

WHEREAS, Paragraphs 2a and 2b of the Release would, upon full execution, provide for the grant of releases to the Commission Releasees and from the Commission Releasers as defined in the Release.

WHEREAS, Boston and Wynn have executed and submitted to the Commission a Surrounding Community Agreement dated as of January 27, 2016 (the “Surrounding Community Agreement”), to address the impacts of the Project on Boston and to facilitate the successful development and operation of the Project.

WHEREAS, Section 11 of the Surrounding Community Agreement provides as follows:

Promptly following the execution of this Agreement, including execution of Exhibit C [the Release], the Parties shall submit this Agreement to the Commission for its approval. If approved by the Commission, the terms of this Agreement will replace all portions of Sections 3 and 4 of the License Conditions related to the City of Boston. The Parties acknowledge and agree that this Agreement is conditioned upon and subject to the approval of the Commission. In the event that the Commission does not approve this Agreement or approves it subject to any modifications, unless otherwise agreed upon by the Parties in writing, this Agreement shall terminate without further action by the Parties, and Sections 3 and 4 of the License Conditions related to the City of Boston will remain in force.

WHEREAS, License Condition Section 2.32 provides that:

At any time prior to the Opening Date, Wynn and the City of Boston may negotiate and enter into a surrounding community agreement to mitigate impacts pursuant to 205 CMR 125.00. In the event that Wynn and the City of Boston enter into a surrounding community agreement, the parties will submit the agreement to the Commission. The Commission will determine if any of the conditions of the License should be amended or modified and if the Commission so determines, the Commission has the authority to make such amendments or modifications to the License conditions.

NOW THEREFORE I move that the Massachusetts Gaming Commission take the following actions:

1. Reinstate the City of Boston as a surrounding community to Wynn MA LLC’s proposed Category 1 gaming establishment in Everett, Massachusetts, subject to and effective upon the submission to the Commission by Wynn MA LLC and the City of Boston of their joint written consent to that reinstatement;
2. Consistent with License Conditions Section 2.32, accept the Surrounding Community Agreement dated as of January 27, 2016, submitted by Wynn MA LLC and the City of

Boston; and determine and approve that the terms of said Surrounding Community Agreement will replace Sections 3 and 4 of the License Conditions related to the City of Boston;

3. Reserve the Commission’s discretion and authority to impose additional conditions in its Section 61 Findings for the Project and its final Agency Action regarding the Category 1 Gaming License for Region A, pursuant to G.L. c. 30, § 61 and 301 CMR 11.12(5) and pursuant to G.L. c. 23K and the Commission’s regulations including without limitation 205 CMR 120.02(1) and 127.00;
4. Authorize the release to the City of Boston pursuant to Section 2.2 of the Surrounding Community Agreement of Wynn’s check held by the Commission, in the amount of One Million Dollars (\$1,000,000); and
5. Authorize its General Counsel and/or the Executive Director to sign (as to Paragraphs 2a and 2b only) the Settlement Agreement and Release between the City of Boston and Wynn MA LLC dated January 27, 2016, on behalf of the Commission Releasers in their official capacity only.

DATED: February 4, 2016
 MOVED BY: Commissioner _____
 SECONDED BY: Commissioner _____
 RECORD OF VOTE:

Commissioner	In Favor	Opposed	Abstained	Recused
Stephen Crosby				
Gayle Cameron				
Enrique Zuniga				
Bruce Stebbins				
Lloyd Macdonald				

Attest: _____
 Catherine Blue, Assistant Secretary

Dated: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between the City of Boston, Massachusetts (the "City" or "Boston"), a municipality in the Commonwealth of Massachusetts, Wynn MA, LLC ("Wynn MA"), Wynn Resorts, Limited ("Wynn Resorts," collectively with Wynn MA, "Wynn"), whose address is 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, and Matthew O. Maddox ("Maddox"), President of Wynn Resorts. Boston, Wynn MA, Wynn Resorts, and Maddox each shall be referred to herein as "Party" and collectively, the "Parties."

RECITALS

WHEREAS, pursuant to Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Act (the "Act"), the Massachusetts Gaming Commission (the "Commission") has awarded Wynn MA a Category 1 gaming license (the "License") to develop a luxury hotel and destination resort and casino (the "Project") on a site comprising real property in Everett, Massachusetts;

WHEREAS, on January 5, 2015, Boston commenced a litigation against the Commission and its individual Commissioners in Suffolk Superior Court in Massachusetts, in a case captioned *City of Boston v. Massachusetts Gaming Commission, et al.*, Case No. SUCV2015-00012-BLS2, challenging, *inter alia*, the validity of the License and the status of the City as not a host community to the Project pursuant to G.L., c. 23K, § 2 ("the Licensing Action");

WHEREAS, on September 25, 2015, Boston commenced a litigation against Wynn MA in Suffolk Superior Court in Massachusetts, in a case captioned *City of Boston v. Wynn MA, LLC*, Case No. SUCV2015-02932-BLS2, challenging, *inter alia*, the adequacy of Wynn MA's Final Environmental Impact Report submitted under Massachusetts General Law Chapter 61 in connection with state agency environmental review of the Project (the "Environmental Action");

WHEREAS, on October 5, 2015, Wynn Resorts and Matthew Maddox commenced a litigation against unknown defendants Does 1 through 20 in Suffolk Superior Court in Massachusetts, in a case captioned *Wynn Resorts et al. v. Does 1 through 20*, Case No. SUCV2015-03010-BLS2, wherein Wynn Resorts and Maddox allege that certain unknown defendants released or authorized the release of certain subpoenas in the Licensing Action to the media, and wherein Wynn Resorts and Maddox issued subpoenas duces tecum and deposition subpoenas to the City and the City's outside counsel, Fish & Richardson P.C., on November 19, 2015 seeking information about the identity of the unknown defendants (the "Defamation Action");

WHEREAS, on December 3, 2015, the court granted the Commission's motion to dismiss in the Licensing Action and entered final judgment against Boston dismissing the City's claims, which is subject to Boston's appeal;

WHEREAS, Boston and Wynn intend to enter into a Surrounding Community Agreement pursuant to the Act and regulations relating thereto, including 205 CMR 125.00 et seq., to address the Project's impact on Boston and to facilitate the successful development and operation of the Project;

WHEREAS, the Parties have agreed to resolve all disputes between them, asserted or unasserted, arising from or relating to the Licensing Action, the Environmental Action, and the Defamation Action, without admission of any liability.

AGREEMENT

NOW THEREFORE, in consideration of these promises and the mutual covenants set forth herein and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement Contingent on Execution of Surrounding Community Agreement.
Contemporaneous with the execution of this Agreement, the Parties shall execute the Surrounding Community Agreement attached hereto as Exhibit 1 (the "Surrounding Community Agreement"). The Parties agree that all other obligations set forth in this Agreement are contingent on the execution of the Surrounding Community Agreement.

2. Mutual Releases.

a. The City of Boston, and on behalf of its employees, agents, officials, departments, commissions, authorities, agencies, stockholders, officers, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Boston Releasers"), hereby fully releases and forever discharges Wynn MA and Wynn Resorts, and their past and present employees, agents, shareholders, officers, managers, members, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Wynn Releasees") and the Commission and its past and present Commissioners (including but not limited to Stephen P. Crosby, James F. McHugh, Gayle Cameron, Bruce Stebbins, and Enrique Zuniga), employees, officers, agents and attorneys (the "Commission Releasees") of and from any and all rights, claims, suits, actions, causes of action, damages, liabilities, obligations, losses, and expenses of any kind or nature whatsoever relating to the matters alleged or could have been alleged against the Wynn Releasees and/or the Commission Releasees in the Licensing Action, the Environmental Action, and the Defamation Action, whether or not now known or suspected or claimed, whether in law, arbitration, administrative, equity, or otherwise. The released and discharged rights, claims, suits, actions, causes of action, damages, liabilities, obligations, losses, and expenses described in the preceding sentence are collectively referred to herein as the "Boston Claims." It is the intention and effect of this release to discharge all of the Boston Claims that the Boston Releasers have against the Wynn Releasees or the Commission Releasees up to and including the date of the execution of this Agreement.

b. Wynn MA, Wynn Resorts, and Maddox, for themselves and on behalf of their employees, agents, shareholders, officers, managers, members, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Wynn Releasers"), and the Commission and its past and present Commissioners (including Stephen P. Crosby, James F. McHugh, Gayle Cameron, Bruce Stebbins, and Enrique Zuniga), for themselves and on behalf of their employees, officers, agents and attorneys (the "Commission Releasers") hereby fully release and forever discharge Boston and its past and present employees, agents, officials, departments, commissions, authorities, agencies, stockholders, officers, attorneys, current and past directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Boston Releasees") (collectively, with the Wynn Releasees and the Commission Releasees, the "Released Parties") of and from any and all rights, claims, suits, actions, causes of action, subpoenas, discovery requests, damages, liabilities, obligations, losses, and expenses of any kind or nature whatsoever relating to the matters alleged

or could have been alleged against the Boston Releasees in the Licensing Action, the Environmental Action, and the Defamation Action, whether or not now known or suspected or claimed, whether in law, arbitration, administrative, equity, or otherwise. The released and discharged rights, claims, suits, actions, causes of action, subpoenas, discovery requests, damages, liabilities, obligations, losses, and expenses described in the preceding sentence are collectively referred to herein as the "Wynn Claims." It is the intention and effect of this release to discharge all of the Wynn Claims that the Wynn Releasees have against the Boston Releasees up to and including the date of the execution of this Agreement. Together, the Boston Claims and the Wynn Claims shall collectively be referred to as the "Claims."

c. For the avoidance of doubt, the releases contained in this Section do not include releasing any Party's rights, claims, suits, actions, causes of actions, damages, liabilities obligations, losses, and expenses of any kind or nature arising out of the Surrounding Community Agreement or this Agreement.

3. Settlement Not An Admission. The Parties agree that this Agreement, and any negotiations or proceedings connected with it, are not to be construed as an admission of any liability, negligence, statutory violation, willful misconduct, breach of contract liability, tort, intentional misconduct, gross negligence or fault of any kind whatsoever by any Party, but are to be construed strictly as a compromise and settlement of all disputes between the Parties to this Agreement for the purpose of avoiding further time-consuming, costly, and uncertain litigation. The Parties further agree that all claims or allegations of liability, negligence, statutory violation, willful misconduct, breach of contract liability, tort, intentional misconduct, gross negligence or fault have been and are denied by each Party.

4. Dismissal. Non-Appeal of Claims and Covenant Not to Sue. In additional consideration for the covenants and agreements set forth herein, contemporaneous with the execution of this Agreement, Boston shall voluntarily move to dismiss, with prejudice, the Environmental Action, and Wynn Resorts and Maddox shall voluntarily move to dismiss, with prejudice, the Defamation Action. Attached hereto as Exhibits 2 and 3 are the dismissal notices to be executed respectively by Boston and Wynn Resorts and Maddox and which will be filed with the Court immediately after the Parties have executed this Agreement. Boston agrees that it shall not seek appeal of the final judgment in the Licensing Action. Boston agrees not to sue Wynn, the Commission, the Massachusetts Department of Transportation, the Massachusetts Department of Conservation and Recreation or any other agency taking final agency action in connection with, arising out of or relating to Section 61 Findings issued by any of these entities in connection with or relating to the Project provided that said Section 61 Findings are reasonably consistent with the August 28, 2015 Certificate of the Secretary of Energy and Environmental Affairs on the Second Supplemental Final Environmental Impact Report for the Wynn Everett Project ("SSFEIR"), the SSFEIR and/or the draft Section 61 Findings included in the SSFEIR.

5. Representations. Each Party warrants and represents that they have the full power, capacity, and authority to enter into this Agreement; that the executing Party has not sold, assigned, or in any manner transferred any claims which they ever had against the Released Parties to any third party; that no other person or entity other than the Parties has any interest or ownership in the Claims; and that no other releases or settlements are necessary from any other person or entity to release and discharge the Released Parties from the Claims. Each Party further warrants and represents that the person signing this Agreement on its behalf has full and complete authority to do so.

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing. This Agreement was negotiated by counsel for the Parties and shall not be construed for or against either Party as the drafter.

7. Validity Of Agreement. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged to be unconstitutional, invalid, or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph, or other parts so adjudged.

8. Governing Law. This Agreement shall be subject to, governed under, and construed in accordance with the laws of the Commonwealth of Massachusetts. In the event that any Party to this Agreement files a lawsuit arising out of this Agreement or relating to rights and obligations arising out of this Agreement, the suit shall be filed in the Business Litigation Session of the Suffolk County Superior Court in Boston, Massachusetts.

9. Signing in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic mail or facsimile transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.

10. No Waiver. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist on the strict performance of any and all of the provisions of this Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Agreement.

11. Agreement Fully Read And Understood. The Parties: (a) have read this Agreement carefully; (b) obtained the advice of legal counsel; and (c) are fully informed of the content and meaning of this Settlement Agreement and Release. Each Party further states that it executes this Agreement of its own free will and accord, for the purposes and consideration set forth in this Agreement, and not under duress of any kind.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first written below.

THE CITY OF BOSTON

Date: 1-27-2016

Eugene L. O'Flaherty
By: Eugene O'Flaherty
Corporation Counsel

WYNN RESORTS, LIMITED

Date: _____

By: Kim Sinatra
SVP and General Counsel

WYNN MA, LLC

Date: 1/27/16

Robert DeSalvio
By: Robert DeSalvio
President

MATTHEW O. MADDOX

Date: _____

By: Matthew O. Maddox

AS TO PARAGRAPHS 2a AND 2b ONLY:

MASSACHUSETTS GAMING COMMISSION

Date: _____

By: Catherine Blue
General Counsel

STEPHEN P. CROSBY

Date: _____

By: Stephen P. Crosby

JAMES F. MCHUGH

Date: _____

By: _____
James F. McHugh

GAYLE CAMERON

Date: _____

By: _____
Gayle Cameron

BRUCE STEBBINS

Date: _____

By: _____
Bruce Stebbins

ENRIQUE ZUNIGA

Date: _____

By: _____
Enrique Zuniga

Exhibit 1

SURROUNDING COMMUNITY AGREEMENT

By and Between the City of Boston, Massachusetts and Wynn MA, LLC

This Surrounding Community Agreement (this "Agreement") is made and entered into as of January 27, 2016 (the "Effective Date"), by and between the City of Boston, Massachusetts (the "City" or "Boston"), a municipal corporation, acting by and through its Mayor, with a principal place of business at 1 City Hall Square, Suite 500, Boston, Massachusetts 02201, and Wynn, MA LLC ("Wynn"), a limited liability company organized under the laws of the State of Nevada, with principal address and offices located at 101 Station Landing, Suite 2200, Medford, Massachusetts 02155. Hereafter, the parties may also be collectively referred to as the "Parties".

GENERAL RECITALS

Pursuant to Chapter 194 of the Acts and Resolves of 2011, and Commonwealth of Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Act (the "Act"), the Massachusetts Gaming Commission (the "Commission") awarded Wynn a conditional Category 1 gaming license (the "License") to develop a luxury hotel and destination resort on the site (the "Project Site") depicted in Exhibit A in Everett, Massachusetts (the "Project") subject to the conditions set forth in that certain "Agreement to Award the Category 1 License in Region A to Wynn MA, LLC" dated September 17, 2014 (the "License Conditions");

And whereas, Sections 3 and 4 of the License Conditions provide for certain mitigation by Wynn with respect to Boston;

And whereas, Section 2, Paragraph 32 of Section 2 of the License Conditions provides for Wynn and Boston to negotiate and enter into a surrounding community agreement to mitigate impacts pursuant to CMR 125.00;

And whereas, the Parties desire, subject to the approval of the Commission, to enter into this Agreement to mitigate any anticipated adverse impacts from the development and operation of the Project on Boston and, in particular, on the neighborhood of Charlestown and to replace the conditions related to Boston as set forth in Sections 3 and 4 of the License Conditions with this Agreement;

And whereas, Boston desires to mitigate any anticipated adverse impacts from the development and operation of the Project through the means described herein, and to work proactively with Wynn to capitalize on the unique nature of Boston's community resources;

Accordingly, in consideration of the terms and conditions set forth herein and to effectuate the purposes set forth above, the Parties enter into this Agreement and hereby agree to be bound by the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. Stipulations of Known Impacts

1.1. The Parties intend that this Section 1 shall be deemed the "stipulations of known impacts" that are required to be included in this Agreement pursuant to Section 15(9) of Chapter 23K.

1.2. The Parties acknowledge and agree that the Project will result in additional vehicular traffic that may burden the transportation infrastructure in Boston, particularly in the Sullivan Square area in the neighborhood of Charlestown. Wynn's mitigation under the Massachusetts Environmental Policy Act ("MEPA") and its payments to Boston under this Agreement will mitigate any transportation impacts of the Project. Boston acknowledges and agrees that such mitigation will adequately mitigate all such impacts.

1.3. The Project may also have an impact on Boston's municipal services and require additional expenditures by Boston in order to provide such services. Wynn's payments to Boston under this Agreement will provide Boston with adequate resources to mitigate any such impacts. Boston acknowledges and agrees that such payments adequately mitigate all such impacts.

2. Community Impact Fee

2.1 Following the Opening Date and throughout the term of the License, Wynn shall make an annual payment of Two Million Dollars (\$2,000,000) to the City (the "Community Impact Fee"), which amount shall be due on or before the ninetieth (90th) day following the date on which the Project commences operations and opens to the general public as approved by the Commission in accordance with G.L. c. 23K and 205 CMR 101 *et seq* (the "Opening Date"). The annual payment shall continue for as long as Wynn, or any parent, subsidiary or related entity, owns, controls, or operates a commercial gaming facility at the Project Site. The purpose of this payment shall include, without limitation, the following: (i) improvements to the facilities within the City to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation in the Boston Harbor related to the Project; (ii) support of Charlestown's non-profits, parks, after-school activities, senior programs, job training programs, cultural events and related activities that promote Charlestown's heritage, quality of life, recreational and cultural activities; (iii) staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in the City related to the Project following the Opening Date; and (iv) any other impacts including any transportation infrastructure impacts and the Sullivan Square Infrastructure Project (as defined in Section 7.4 below) related to the Project.

2.2 In addition to the annual payment described in Section 2.1, within two (2) business days following the approval of this Agreement by the Commission, Boston shall request, and Wynn shall support Boston in its request, the release of the check held by the Commission, in the amount of One Million Dollars (\$1,000,000), to the City.

2.3 Notwithstanding anything herein to the contrary, the Community Impact Fee shall remain in the exclusive custody and control of the City, and shall be used and applied at Boston's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures related to the Project that Boston deems necessary and suitable.

3. Business Development

3.1. During both the construction phase of the Project and once the Project is operational, subject to its obligations to the City of Everett and other surrounding communities, Wynn shall make a good faith effort to utilize Boston contractors and suppliers for the Project and shall afford such opportunities to Boston vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Boston vendors through local advertisements, coordination with the Boston Chamber of Commerce and such other reasonable measures as Boston may from time to time request.

3.2 In furtherance thereof, following the Opening Date and throughout the term of the License, Wynn shall use good faith efforts to purchase annually at least Twenty Million Dollars (\$20,000,000.00) of goods and services from vendors with a principal place of business in Boston. Wynn shall work with Boston to hold vendor fairs that provide Boston businesses with information concerning the process of providing goods and services to the Project. Wynn shall, on at least an annual basis, consult with the Boston Chamber of Commerce and such other business groups or associations as Boston may reasonably request to identify opportunities in furtherance of the objectives set forth in this Section. Wynn shall, upon reasonable request, meet with Boston to provide updates on Wynn's efforts to comply with this Article 3. Notwithstanding anything herein to the contrary, Wynn's obligations under this Article 3, shall be subject to the availability of such goods and services at a level of quality that is consistent with the Project specifications and on commercially reasonable terms.

3.3. Wynn shall work with and assist local businesses in Boston to become "Wynn certified" in order to participate in this local purchasing program. Wynn certification represents a Wynn specific vendor qualification program that requires vendors to be pre-qualified, which may include but not be limited to background checks and other screening methods utilized to qualify vendors.

3.4. In recognition of the unique cultural, historical and entertainment attractions located in Boston and throughout the region, Wynn has developed and will maintain a proprietary concierge program for the purpose of cross-marketing these attractions. Boston has agreed to participate in this cross-marketing venture for the purpose of promoting its local businesses and other attractions. Prior to the Opening Date and throughout the term of the License, the Parties will work together and in coordination with Boston's Chamber of Commerce to include Boston businesses in Wynn's Concierge Program so that they may benefit from the Project.

4. Jobs Program

4.1. The Parties acknowledge that Boston desires to help its community members and residents who are interested in attaining employment at the Project and, in particular, residents of Charlestown. The Parties agree that Boston's demographic is an appropriate, suitable, desirable and employable work force for the Project, and therefore it is mutually beneficial to provide a structured program to educate Boston's residents and, in particular, residents of Charlestown about available employment opportunities.

4.2. In recognition of the above, the Parties agree as follows:

4.2.A. Wynn will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified Boston residents and, in particular, residents of Charlestown for contracting, subcontracting and servicing opportunities in the development and construction of the Project. Following the engagement of a construction manager, Wynn shall, in coordination with Boston, advertise and hold at least one event every six (6) months prior to the Opening Date for Boston residents at a venue located in Charlestown, at which it will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with the construction of the Project.

4.2.B. Prior to beginning the process of hiring employees (other than internally) for the Project, Wynn shall advertise and hold at least one event for Boston residents at a venue located in Charlestown, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Project, and shall hold one event annually thereafter. In addition, Wynn will work with non-profit entities to develop a job readiness training program that will be available to all residents of Boston. In seeking to fill vacancies at the Project, Wynn will give preference to properly qualified residents of Boston and, in particular, residents of Charlestown, to the extent that such a practice and its implementation is consistent with Federal, State or local law or regulation.

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

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

5. Responsible Gaming

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

6. Reimbursement of Expenses

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

7. Transportation Mitigation

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

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

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

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

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

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

Any such additional mitigation shall take into account any current or planned progress on the Sullivan Square Infrastructure Plan.

7.2 Pursuant to the terms of the Secretary's Certificate, Wynn has also agreed to an annual operating subsidy for additional train service on the Orange Line in the amount of Three Hundred Eighty Thousand Nine Hundred Dollars (\$380,900) (approximately Seven Million Four Hundred Thousand Dollars (\$7,400,000), including escalation over the term of the License), which will benefit the City's residents who utilize the Orange Line.

7.3 In addition to the Mitigation Improvements, due to the longstanding congestion issues in the Sullivan Square/Rutherford Avenue area, the Parties recognize that a longer-term, regional solution is needed at this location. The Massachusetts Department of Transportation has formed a Regional Working Group to address all transportation issues associated with the impact of the Project and other planned development on the future conditions in this area and Wynn has committed to provide Two Hundred and Fifty Thousand Dollars (\$250,000) in funding to support this Regional Working Group. The Parties hereby agree to continue good faith participation in this Regional Working Group and to work in good faith to obtain full financing for the implementation of the Sullivan Square Infrastructure Project, as defined below. In addition to the Mitigation Improvements, Wynn shall be responsible for a payment equal to Twenty Five Million Dollars (\$25,000,000), provided that the Sullivan Square Infrastructure Project (as defined below) is designed, constructed, and permitted to accommodate the traffic impacts of the Project. Wynn shall make the payment to the SSIP Fund (as defined below) in equal annual installments of Two Million Five Hundred Thousand Dollars (\$2,500,000) beginning on the first anniversary of the Opening Date for a term of ten (10) years, or such other installments as may be agreed upon by the Parties.

7.4 For purposes of this Agreement, the "Sullivan Square Infrastructure Project" shall mean the design, construction and maintenance of all of the improvements to Sullivan Square and adjacent roads leading into and/or connected to Sullivan Square included in any plan that is approved and permitted by Boston and the Massachusetts Department of Transportation, to the extent applicable, as part of the long-term solution to alleviate traffic congestion in Sullivan Square and the roads leading into and/or connected to Sullivan Square. The Sullivan Square Infrastructure Project includes, but is not limited to, improvements to the Sullivan Square rotary; all other roadways within 500 feet of the Sullivan Square rotary (including without limitation, Main Street, Rutherford Avenue, Cambridge Street, Alford Street, Mishawum Street, Maffa Way, D Street, and Spice Street), and any Rutherford Avenue underpass beneath the Sullivan Square rotary as well as any improvements approved and permitted by Boston to Rutherford Avenue between Sullivan Square and City Square. The Sullivan Square Infrastructure Project may be designed and constructed in its entirety or in phases.

7.5 For purposes of this Agreement, the "SSIP Fund" shall mean an interest bearing escrow fund held by an escrow agent approved by the Parties in a bank located in the Commonwealth of Massachusetts. The SSIP Fund shall be exclusively available to reimburse the City for the costs incurred in the design, construction and maintenance of the Sullivan Square Infrastructure Project. Prior to the Opening Date, the Parties will negotiate in good faith an escrow agreement pertaining to the SSIP Fund. Notwithstanding anything herein to the contrary, if the City of Boston does not commence the Sullivan Square Infrastructure Project within ten (10) years of the Opening Date, the escrow agent shall return any unused funds plus any interest accrued to Wynn. To "Commence the Sullivan Square Infrastructure Project" is defined as to begin construction of/demolition for the Sullivan Square Infrastructure Project, or any significant portion thereof, pursuant to a plan approved and permitted by the City and other relevant agencies. The SSIP Fund may also be used to make interest payment on any bonds issued with respect to the Sullivan Square Infrastructure Project.

8. Obligations of the Parties

In consideration of the obligations hereunder:

8.1 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to obtain any and all permits, certifications, legislation or regulatory approvals from any governmental entities and officials.

8.2 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Public Improvement Commission of the Mitigation Improvements, and to facilitate the implementation of such improvements.

8.3 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Boston Conservation Commission for the removal of sediment and barge removal on the Boston side of the inlet adjacent to the Project Site.

8.4 In recognition that Wynn may require an amendment to Boston's zoning ordinances and/or other land use regulations in connection with land adjacent to or near the Project Site, Boston agrees to work with and assist Wynn and its contractors and agents in good faith to prepare and submit requests for such amendments. Wynn acknowledges that such amendment(s) may include an administrative site plan review process and adoption of reasonable design guidelines. Boston will (i) diligently pursue the development, adoption, and implementation of any amendments or modifications required to Boston's zoning ordinances and other use ordinances, rules, and regulations required to develop any land adjacent to or near the Project Site, (ii) keep Wynn informed throughout the amendment and approval process, and (iii) give good faith consideration to Wynn's reasonable comments and suggestions to ensure that such amendments are consistent with the Project.

8.5 Boston, in coordination with Wynn and the City of Everett, shall exercise best efforts to petition the Massachusetts Gaming Commission for monies made available under the Act, including, but not limited to, those monies in the Community Mitigation Fund and the Transportation Infrastructure Fund. For the avoidance of doubt, any monies successfully obtained pursuant to this Section 8.5 shall not alter Wynn's obligations to the City under this Agreement.

8.6 Following the execution of this Agreement, the Parties, in coordination with the applicable landowners and/or other municipal agencies and in accordance with applicable laws, shall take all actions necessary to re-purpose the waterfront real property adjacent to and within the vicinity of the Project Site in order to return such waterfront real property to public access prior to the Opening Date, including providing access to the waterfront in Charlestown, reducing truck traffic in the area, and providing facilities of public accommodation (such as walking and bicycle paths). Within ten (10) days following the approval by the Commission of this Agreement, Wynn shall make a payment to Boston in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the purpose of covering Boston's legal, engineering and other professional services to be incurred by Boston in the implementation of its obligations set forth in this Section 8.6.

8.7 Wynn shall, on a periodic basis, upon the reasonable request of Boston, attend meetings organized by Boston, at which it will address questions regarding the Project.

8.8 Wynn will engage in community outreach to the Charlestown neighborhood and consult with the neighborhood regarding the progress of the Project including any transportation mitigation or changes in transportation mitigation plans.

9. Resolution of Disputes

The Parties have agreed to resolve all disputes between them, asserted or unasserted, as set forth in the Settlement Agreement and Release attached hereto as Exhibit C, to be executed by the Parties (and other signatories set forth therein) upon the approval of this Agreement by the Commission. For avoidance of doubt, this Agreement is effective and binding upon the Parties only upon the execution of Exhibit C by all signatories.

10. Additional Terms and Conditions

10.1. Term. This Agreement shall remain in effect for such time as Wynn maintains, operates and controls the Project pursuant to the License.

10.2. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

10.3. Definitions. All definitions contained in the Act and regulations promulgated thereto are incorporated herein by reference as if fully set forth herein and shall be applicable hereto where relevant.

10.4. Non-Transferrable - Non-Assignable. Neither Wynn nor Boston may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other Party. In the event of a sale, transfer, assignment and/or conveyance of an unconditional, non-appealable license by Wynn to an unrelated entity, the Parties agree that this Agreement shall be treated consistently with all other surrounding community agreements as prescribed and required by the Commission in granting such transfer or assignment.

10.5. Captions and Headings. The captions and headings in this Agreement are inserted for convenience of reference only and in no way shall affect, modify, define, limit or be used in construing the scope or intent of this Agreement or any of the provisions hereof. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neutral gender shall be construed to include the masculine and feminine forms of such words.

10.6. Severability. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

10.7. Amendments-Modifications. No amendment or modification of this Agreement shall be deemed valid unless mutually agreed upon and duly authorized by the Parties and effectuated by a written amendment signed by the Parties.

10.8. Amendments-Modifications to the Act and Gaming Regulations. The Parties acknowledge that from time to time following commencement of this Agreement, additional regulations may be promulgated, and/or statutes and regulations may be amended. The Parties agree to be bound by said amended and/or modified regulations and statutes, and further agree to renegotiate in good faith any terms and conditions contained herein which may be substantially and materially modified by any said amended and/or modified regulations and statutes.

10.9. Compliance with Massachusetts and Federal Laws. In the performance of this Agreement, Wynn agrees to comply with and shall use reasonable efforts to cause all agents, contractors, subcontractors and suppliers to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

10.10 Organizational Status in State of Organization and in the Commonwealth of Massachusetts. Wynn acknowledges that it shall notify Boston promptly in writing in the event of any change in its organizational status and/or standing under the laws and regulations of its State of Incorporation and under the laws and regulations of the Commonwealth of Massachusetts. Wynn agrees to remain in good standing and maintain adherence to all laws, regulations and requirements applicable to licenses and permits issued to Wynn pursuant to the Act.

10.11. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or courier service; by a nationally-recognized delivery service, by mailing, postage prepaid via certified mail, to the following addresses, or to other addresses as may be furnished by the Parties from time to time in writing hereafter: In the case of notice to Boston:

To: Mayor
City of Boston
1 City Hall Square, Suite 500
Boston, MA 02201-2013

with copies to:

City of Boston
Office of Gaming Accountability
1 City Hall Square
Boston, MA 02201-2013

In the case of notice to Wynn:

To: Wynn MA, LLC
c/o Wynn Resorts, Limited
3131 Las Vegas Blvd. South
Las Vegas, NV 89109
Attn: Kim Sinatra, EVP and General Counsel

and in the case of either Party, to such other address as shall be designated by written notice given to the other Party in accordance with this section. Any such notice shall be deemed given when so delivered by hand, by courier delivery on date of service, or if mailed, when delivery receipt is signed by the party designated herein as accepting notice. Service to Boston shall not be deemed effective unless accomplished during normal business hours and days of operation of Boston. Each Party shall ensure that the other Party is notified in writing immediately of any changes in the contact and address information above.

10.12. Failure and Waiver. Failure of either Party to require strict performance of the terms and conditions herein shall not be deemed a waiver of any rights and remedies available to such Party, and shall not be deemed a waiver of subsequent default or nonperformance of said terms or conditions in the future. No actual waiver by a Party of performance of any terms, conditions or obligations under this Agreement shall be effective unless agreed upon and in writing signed by such Party. No waiver of either Party to require strict performance of any terms and conditions shall constitute a waiver of such Party's right to demand strict compliance with the terms and conditions of this Agreement.

10.13. Notice of Default and Rights in the Event of Default. Each Party shall have thirty (30) days from receipt of written notice of failure, violation or default to cure said failure, violation or default. If such failure, violation or default cannot in good faith be cured within such thirty (30) day period, the defaulting Party shall notify the other Party immediately in writing and diligently pursue curing said default to completion. Except as expressly provided herein, the rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party.

10.14. Governing Law and Forum in Event of Dispute. This Agreement shall be subject to, governed under, and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts, including any amendments thereto which may occur from time to time following execution of this Agreement, and said laws and regulations shall govern the validity, enforcement of terms, conditions, rights and obligations, and performance of this Agreement. The Parties further agree that any legal proceedings whether in law or equity arising hereunder shall be instituted in the Commonwealth of Massachusetts Middlesex County Superior Court in Woburn, Massachusetts. The prevailing Party in any action after the exhaustion of all appeals shall recover its litigation costs (including attorneys' fees and expert witness fees). Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, the Parties will first engage in good faith negotiations in an effort to find a solution that services their respective and mutual interests.

10.15. Studies and Triggering Events. Section 71 of the Act requires the Commission to establish an annual research agenda to assist in understanding the social and economic effects of casino gambling in Massachusetts and to minimize the harmful impacts. Section 71 identifies three essential elements of this research agenda: (1) understanding the social and economic effects of expanded gambling, (2) implementing a baseline study of problem gambling and the existing prevention and treatment programs that address its harmful consequences, and (3) obtaining scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of gambling. In furtherance thereof, the Commission has commissioned a \$3.6 million baseline study to be conducted by the University of Massachusetts Amherst School of Public Health and Health Science on the social and economic impacts of casino gambling in Massachusetts. Additional studies will be undertaken once the gaming establishments are open for the specific purpose of determining impacts. In addition, consistent with the regulations promulgated by the Commission and, in particular, 205 CMR 127.00 Reopening Mitigation Agreements, Wynn and Boston shall negotiate in good faith to determine whether an amendment to this Agreement is necessary if a "triggering event" (as defined in 205 CMR 127.02) occurs.

10.16. Escalation of Payments. Beginning with the second annual payment, the Community Impact Fee shall be adjusted to reflect any increase in the cost of living based upon the CPI (as defined below), calculated as the average annual increase over the immediately prior twelve (12) month period. "CPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items, 1982-84=100. In the event that the United States Department of Labor shall cease to promulgate the CPI, the Community Impact Fee shall be increased annually by one percent (1%) beginning with the later of the second annual payment or the year in which the United States Department of Labor ceases to promulgate the CPI.

11. Approval by the Commission

Promptly following the execution of this Agreement, including execution of Exhibit C, the Parties shall submit this Agreement to the Commission for its approval. If approved by the Commission, the terms of this Agreement will replace all portions of Sections 3 and 4 of the License Conditions related to the City of Boston. The Parties acknowledge and agree that this Agreement is conditioned upon and subject to the approval of the Commission. In the event that the Commission does not approve this Agreement or approves it subject to any modifications, unless otherwise agreed upon by the Parties in writing, this Agreement shall terminate without further action by the Parties, and Sections 3 and 4 of the License Conditions related to the City of Boston will remain in force.

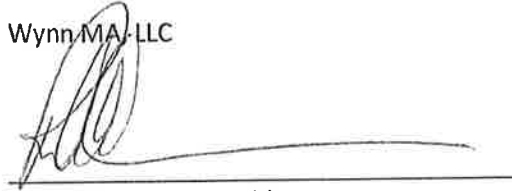
[signature page to follow]

IN WITNESS WHEREOF, the Parties, by and through the signatories below, acknowledge they are duly authorized and have the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement, and hereto have hereunto set their hands and seals on this 27th day of January, 2016.

City of Boston:

Wynn MA LLC

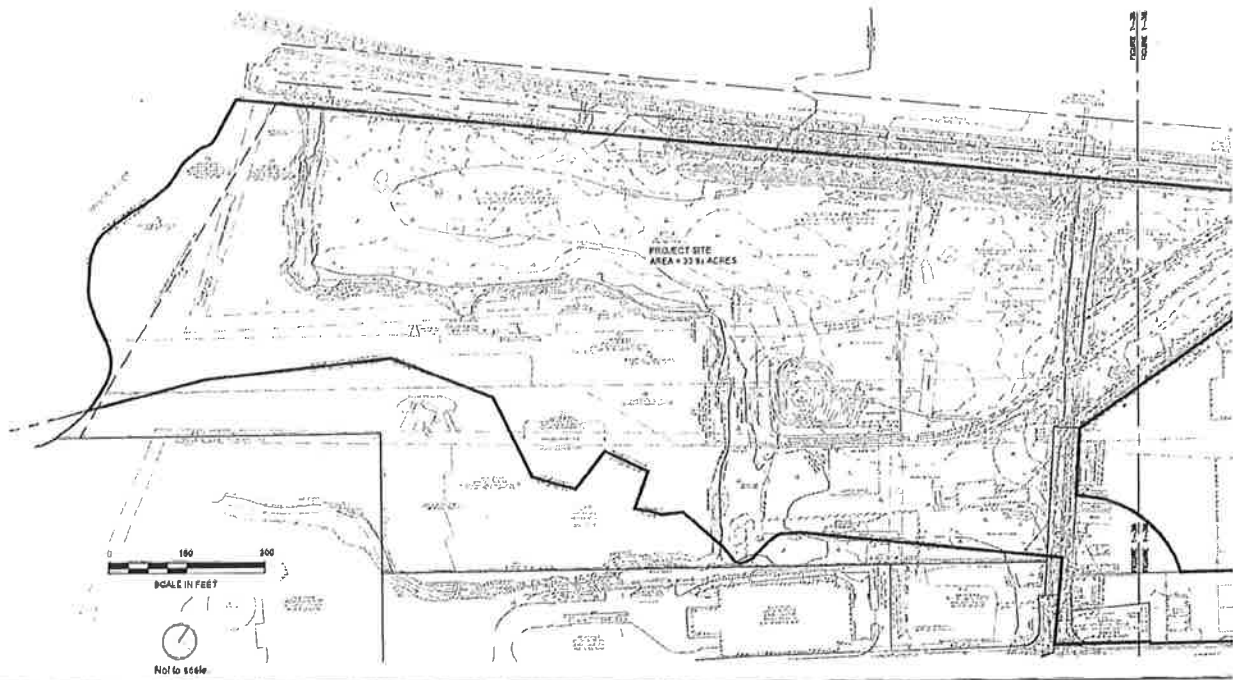


Mayor Martin Walsh

Robert DeSalvio, President

Exhibit A

SITE MAP



Wynn Beretti
Berett, Massachusetts

Figure 1-3
Existing Site Conditions (1 of 2)
Source: Feldman Professional Land Surveyors, 2013

Exhibit B

Off-site Transportation Improvements

The Mitigation Improvements set forth below were determined in accordance with the MEPA process. The Parties acknowledge that reasonable modifications and changes are inevitable as design advances into the construction phase. The Parties further acknowledge that all Mitigation Improvements shall be constructed and/or implemented as per plans that remain subject to review and final approval by the City.

1. Alford Street/Main Street/Sever Street/Cambridge Street (Sullivan Square)
 - Optimize signal timing for Maffa Way/Cambridge Street; Interconnect and coordinate traffic signals, modify the Main Street approach.
 - Reconstruct busway between Cambridge Street and Maffa Way.
 - Reconstruct the southbound approach of Alford Street at Cambridge Street.
 - Install new traffic signals at Cambridge Street/Spice Street/MBTA Busway, Maffa Way/Busway, Maffa Way/Beacham Street Extension, and Main Street (west)/Beacham Street. Upgrade/replace traffic signal equipment/signs/ pavement markings, including new signal controllers with adaptive signal control capabilities and new Pan-Tilt-Zoom (PTZ) cameras.
 - Install necessary additional loop detection to ensure adaptive signal control capabilities.
 - Optimize traffic signal timing, phasing and coordination.
 - Reconstruct Spice Street and D Street.
 - Reconstruct sidewalks on west side of rotary between Sullivan Square station and Alford Street Bridge.
 - Reconstruct sidewalks and upgrade lighting and streetscape in rotary between Cambridge Street and Main Street (east).
 - Provide bicycle lanes on Cambridge Street.
 - Reconstruct MBTA lower busway and parking area at Sullivan Square station, including new traffic signal at Maffa Way/station entrance.
 - Construct BUS ONLY left-turn lane from Main Street into Sullivan Square Station.
2. Cambridge Street/I-93 northbound off-ramp
 - Upgrade traffic signals, including new controller with adaptive signal control capabilities and new PTZ camera.
3. Traffic Signal Interconnect Conduit from Sullivan Square to Austin Street
 - Install conduit, pullboxes, and wiring.
4. Dexter Street/Alford Street (Route 99)
 - Upgrade/replace traffic signal equipment/signs/pavement markings including PTZ camera.
 - Optimize traffic signal timing, phasing, and coordination.
5. Rutherford Avenue (Route 99)/Route 1 Ramps
 - Optimize traffic signal timing and phasing.
6. Sullivan Square Landscaping
 - Improve landscaping within the rotary at Sullivan Square and immediately north of the rotary adjacent to Rutherford Avenue.

Exhibit C

Please see attached.

EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between the City of Boston, Massachusetts (the "City" or "Boston"), a municipality in the Commonwealth of Massachusetts, Wynn MA, LLC ("Wynn MA"), Wynn Resorts, Limited ("Wynn Resorts," collectively with Wynn MA, "Wynn"), whose address is 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, and Matthew O. Maddox ("Maddox"), President of Wynn Resorts. Boston, Wynn MA, Wynn Resorts, and Maddox each shall be referred to herein as "Party" and collectively, the "Parties."

RECITALS

WHEREAS, pursuant to Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Act (the "Act"), the Massachusetts Gaming Commission (the "Commission") has awarded Wynn MA a Category 1 gaming license (the "License") to develop a luxury hotel and destination resort and casino (the "Project") on a site comprising real property in Everett, Massachusetts;

WHEREAS, on January 5, 2015, Boston commenced a litigation against the Commission and its individual Commissioners in Suffolk Superior Court in Massachusetts, in a case captioned *City of Boston v. Massachusetts Gaming Commission, et al.*, Case No. SUCV2015-00012-BLS2, challenging, *inter alia*, the validity of the License and the status of the City as not a host community to the Project pursuant to G.L. c. 23K, § 2 ("the Licensing Action");

WHEREAS, on September 25, 2015, Boston commenced a litigation against Wynn MA in Suffolk Superior Court in Massachusetts, in a case captioned *City of Boston v. Wynn MA, LLC*, Case No. SUCV2015-02932-BLS2, challenging, *inter alia*, the adequacy of Wynn MA's Final Environmental Impact Report submitted under Massachusetts General Law Chapter 61 in connection with state agency environmental review of the Project (the "Environmental Action");

WHEREAS, on October 5, 2015, Wynn Resorts and Matthew Maddox commenced a litigation against unknown defendants Does 1 through 20 in Suffolk Superior Court in Massachusetts, in a case captioned *Wynn Resorts et al. v. Does 1 through 20*, Case No. SUCV2015-03010-BLS2, wherein Wynn Resorts and Maddox allege that certain unknown defendants released or authorized the release of certain subpoenas in the Licensing Action to the media, and wherein Wynn Resorts and Maddox issued subpoenas duces tecum and deposition subpoenas to the City and the City's outside counsel, Fish & Richardson P.C., on November 19, 2015 seeking information about the identity of the unknown defendants (the "Defamation Action");

WHEREAS, on December 3, 2015, the court granted the Commission's motion to dismiss in the Licensing Action and entered final judgment against Boston dismissing the City's claims, which is subject to Boston's appeal;

WHEREAS, Boston and Wynn intend to enter into a Surrounding Community Agreement pursuant to the Act and regulations relating thereto, including 205 CMR 125.00 et seq., to address the Project's impact on Boston and to facilitate the successful development and operation of the Project;

WHEREAS, the Parties have agreed to resolve all disputes between them, asserted or unasserted, arising from or relating to the Licensing Action, the Environmental Action, and the Defamation Action, without admission of any liability.

EXHIBIT C

AGREEMENT

NOW THEREFORE, in consideration of these promises and the mutual covenants set forth herein and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement Contingent on Execution of Surrounding Community Agreement.

Contemporaneous with the execution of this Agreement, the Parties shall execute the Surrounding Community Agreement attached hereto as Exhibit 1 (the "Surrounding Community Agreement"). The Parties agree that all other obligations set forth in this Agreement are contingent on the execution of the Surrounding Community Agreement.

2. Mutual Releases.

a. The City of Boston, and on behalf of its employees, agents, officials, departments, commissions, authorities, agencies, stockholders, officers, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Boston Releasers"), hereby fully releases and forever discharges Wynn MA and Wynn Resorts, and their past and present employees, agents, shareholders, officers, managers, members, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Wynn Releasees") and the Commission and its past and present Commissioners (including but not limited to Stephen P. Crosby, James F. McHugh, Gayle Cameron, Bruce Stebbins, and Enrique Zuniga), employees, officers, agents and attorneys (the "Commission Releasees") of and from any and all rights, claims, suits, actions, causes of action, damages, liabilities, obligations, losses, and expenses of any kind or nature whatsoever relating to the matters alleged or could have been alleged against the Wynn Releasees and/or the Commission Releasees in the Licensing Action, the Environmental Action, and the Defamation Action, whether or not now known or suspected or claimed, whether in law, arbitration, administrative, equity, or otherwise. The released and discharged rights, claims, suits, actions, causes of action, damages, liabilities, obligations, losses, and expenses described in the preceding sentence are collectively referred to herein as the "Boston Claims." It is the intention and effect of this release to discharge all of the Boston Claims that the Boston Releasers have against the Wynn Releasees or the Commission Releasees up to and including the date of the execution of this Agreement.

b. Wynn MA, Wynn Resorts, and Maddox, for themselves and on behalf of their employees, agents, shareholders, officers, managers, members, attorneys, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Wynn Releasers"), and the Commission and its past and present Commissioners (including Stephen P. Crosby, James F. McHugh, Gayle Cameron, Bruce Stebbins, and Enrique Zuniga), for themselves and on behalf of their employees, officers, agents and attorneys (the "Commission Releasers") hereby fully release and forever discharge Boston and its past and present employees, agents, officials, departments, commissions, authorities, agencies, stockholders, officers, attorneys, current and past directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, joint ventures, successors, assigns, heirs, executors, administrators, and trustees (the "Boston Releasees") (collectively, with the Wynn Releasees and the Commission Releasees, the "Released Parties") of and from any and all rights, claims, suits, actions, causes of action, subpoenas, discovery requests, damages, liabilities, obligations, losses, and expenses of any kind or nature whatsoever relating to the matters alleged

EXHIBIT C

or could have been alleged against the Boston Releasees in the Licensing Action, the Environmental Action, and the Defamation Action, whether or not now known or suspected or claimed, whether in law, arbitration, administrative, equity, or otherwise. The released and discharged rights, claims, suits, actions, causes of action, subpoenas, discovery requests, damages, liabilities, obligations, losses, and expenses described in the preceding sentence are collectively referred to herein as the "Wynn Claims." It is the intention and effect of this release to discharge all of the Wynn Claims that the Wynn Releasees have against the Boston Releasees up to and including the date of the execution of this Agreement. Together, the Boston Claims and the Wynn Claims shall collectively be referred to as the "Claims."

c. For the avoidance of doubt, the releases contained in this Section do not include releasing any Party's rights, claims, suits, actions, causes of actions, damages, liabilities obligations, losses, and expenses of any kind or nature arising out of the Surrounding Community Agreement or this Agreement.

3. Settlement Not An Admission. The Parties agree that this Agreement, and any negotiations or proceedings connected with it, are not to be construed as an admission of any liability, negligence, statutory violation, willful misconduct, breach of contract liability, tort, intentional misconduct, gross negligence or fault of any kind whatsoever by any Party, but are to be construed strictly as a compromise and settlement of all disputes between the Parties to this Agreement for the purpose of avoiding further time-consuming, costly, and uncertain litigation. The Parties further agree that all claims or allegations of liability, negligence, statutory violation, willful misconduct, breach of contract liability, tort, intentional misconduct, gross negligence or fault have been and are denied by each Party.

4. Dismissal, Non-Appeal of Claims and Covenant Not to Sue. In additional consideration for the covenants and agreements set forth herein, contemporaneous with the execution of this Agreement, Boston shall voluntarily move to dismiss, with prejudice, the Environmental Action, and Wynn Resorts and Maddox shall voluntarily move to dismiss, with prejudice, the Defamation Action. Attached hereto as Exhibits 2 and 3 are the dismissal notices to be executed respectively by Boston and Wynn Resorts and Maddox and which will be filed with the Court immediately after the Parties have executed this Agreement. Boston agrees that it shall not seek appeal of the final judgment in the Licensing Action. Boston agrees not to sue Wynn, the Commission, the Massachusetts Department of Transportation, the Massachusetts Department of Conservation and Recreation or any other agency taking final agency action in connection with, arising out of or relating to Section 61 Findings issued by any of these entities in connection with or relating to the Project provided that said Section 61 Findings are reasonably consistent with the August 28, 2015 Certificate of the Secretary of Energy and Environmental Affairs on the Second Supplemental Final Environmental Impact Report for the Wynn Everett Project ("SSFEIR"), the SSFEIR and/or the draft Section 61 Findings included in the SSFEIR.

5. Representations. Each Party warrants and represents that they have the full power, capacity, and authority to enter into this Agreement; that the executing Party has not sold, assigned, or in any manner transferred any claims which they ever had against the Released Parties to any third party; that no other person or entity other than the Parties has any interest or ownership in the Claims; and that no other releases or settlements are necessary from any other person or entity to release and discharge the Released Parties from the Claims. Each Party further warrants and represents that the person signing this Agreement on its behalf has full and complete authority to do so.

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing. This Agreement was negotiated by counsel for the Parties and shall not be construed for or against either Party as the drafter.

EXHIBIT C

7. Validity Of Agreement. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged to be unconstitutional, invalid, or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph, or other parts so adjudged.

8. Governing Law. This Agreement shall be subject to, governed under, and construed in accordance with the laws of the Commonwealth of Massachusetts. In the event that any Party to this Agreement files a lawsuit arising out of this Agreement or relating to rights and obligations arising out of this Agreement, the suit shall be filed in the Business Litigation Session of the Suffolk County Superior Court in Boston, Massachusetts.

9. Signing in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic mail or facsimile transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.

10. No Waiver. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist on the strict performance of any and all of the provisions of this Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Agreement.

11. Agreement Fully Read And Understood. The Parties: (a) have read this Agreement carefully; (b) obtained the advice of legal counsel; and (c) are fully informed of the content and meaning of this Settlement Agreement and Release. Each Party further states that it executes this Agreement of its own free will and accord, for the purposes and consideration set forth in this Agreement, and not under duress of any kind.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

EXHIBIT C

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first written below.

THE CITY OF BOSTON

Date: _____

By: Eugene O'Flaherty
Corporation Counsel

WYNN RESORTS, LIMITED

Date: _____

By: Kim Sinatra
SVP and General Counsel

WYNN MA, LLC

Date: _____

By: Robert DeSalvio
President

MATTHEW O. MADDOX

Date: _____

By: Matthew O. Maddox

AS TO PARAGRAPHS 2a AND 2b ONLY:

MASSACHUSETTS GAMING COMMISSION

Date: _____

By: Catherine Blue
General Counsel

STEPHEN P. CROSBY

Date: _____

By: Stephen P. Crosby

EXHIBIT C

JAMES F. MCHUGH

Date: _____

By: _____
James F. McHugh

GAYLE CAMERON

Date: _____

By: _____
Gayle Cameron

BRUCE STEBBINS

Date: _____

By: _____
Bruce Stebbins

ENRIQUE ZUNIGA

Date: _____

By: _____
Enrique Zuniga

EXHIBIT 2

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
BUSINESS LITIGATION SESSION

CITY OF BOSTON,)
)
)
 Plaintiff,)
)
 vs.) Civil Action No. SUCV2015-02932-BLS2
)
 WYNN MA, LLC,)
)
 Defendant.)

NOTICE OF VOLUNTARY DISMISSAL

Pursuant to Rule 41(a)(1)(i), Plaintiff City of Boston hereby voluntarily dismisses with prejudice all claims pending in this action against Defendant Wynn MA, LLC.

Respectfully submitted,

CITY OF BOSTON

Eugene L. O'Flaherty
Corporation Counsel

By its attorneys,

Thomas C. Frongillo (BBO No. 180690)
Ariel I. Raphael (BBO No. 670788)
Caroline K. Simons (BBO No. 680827)
FISH & RICHARDSON, P.C.
One Marina Park Drive
Boston, MA 02210
Tel. (617) 542-5070
frongillo@fr.com
raphael@fr.com
simons@fr.com

Dated: _____

CERTIFICATE OF SERVICE

I, Caroline K. Simons, hereby certify that on _____, 2016, I caused copies of the above Notice of Voluntary Dismissal to be served by U.S. mail and email on Counsel for Wynn MA, LLC:

Samuel M. Starr
Caitlin A. Hill
MINTZ, LEVIN, COHN, FERRIS
GLOVSY & POPEO, P.C.
One Financial Center
Boston, MA 02111
tstarr@mintz.com
cahill@mintz.com

Caroline K. Simons

Barry Langberg (*pro hac vice*)
Deborah Drooz (*pro hac vice*)
Mitchell Langberg (*pro hac Vice*)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
1020 State Street
Santa Barbara, CA 93101
Tel. (805) 882-1404
blangberg@bhfs.com
ddrooz@bhfs.com
mlangberg@bhfs.com

Dated: _____

No Documents

MASSACHUSETTS GAMING COMMISSION

MEMORANDUM

To: Chairman Crosby and Commissioners Cameron, Macdonald, Stebbins and Zuniga
From: Edward Bedrosian, Executive Director and Derek Lennon, CFAO
Date: 2/4/2016
Re: Fiscal Year 2016 (FY16) Second Budget Update

Summary:

Revenue actuals for licensing have exceeded annual projections, and spending projections have been revised down by \$353K. No adjustment to the assessment on licensees is recommended at this time.

FY16 Second Update:

Gaming Control Fund 1050-0001

The Gaming Control Fund had FY16 initial projections of \$28.3M in expenditures and revenues of \$6.09M, requiring a \$22.2M assessment on licensees. FY15 balanced forward \$6.16M in revenues, of which \$3.32M was unrestricted and resulted in a corresponding reduction in the annual assessment. For the second quarter, we are pleased to report that we recommend budget adjustments that will result in decreases to anticipated spending by \$353K. We are also pleased to report that in FY16 licensing revenues will exceed projections. Last year licensing revenues fell short of projections by \$600K, and to date we have already exceeded the \$200K projection by \$25K.

At the end of December, the MGC had spent approximately 36% of its \$28.3M FY16 budget. While we are recommending budget reductions of \$353K, there are still additional items that we are closely watching that could result in additional savings. Below are areas that could potentially underspend in FY16:

- UU—Licensing Management System: FY16 budget dedicated \$500K to this effort. We are currently working on a procurement that is scheduled to conclude in March of this calendar year, which would only leave 3 months to spend the allotted \$500K.
- UU—Document Management Project: FY16 budget dedicated \$200K to this effort, and currently there is \$80K scoped. There is a second phase anticipated, but not scoped as of the end of the second quarter.
- ISA—Office of the Attorney General: FY16 budget dedicated \$1.9M to the AGO's gaming unit. Through the end of December, that division had only expended ~\$700K.

The MGC has been able to solve current needs for additional funding with corresponding savings to other items, however the one area that deserves attention as a potential FY16 exposure are indirect costs. The MGC has been sending communications to the Governor's office of Administration and Finance stating that a 10% indirect rate assessed against the Commission is not appropriate. While MGC office of Finance and Administration believes that ultimately the rate will be dropped to under 1% to allow the state to recoup actual eligible indirect costs borne by the state on behalf of MGC, the request has yet to be approved. This could result in an unbudgeted cost of \$1M+. Therefore, no adjustment to the currently approved assessment of \$18.89M is being recommended at this time.

Attached to this communication, for your reference are three appendices. Appendix A to this document is the budget to actual spending and revenue for each account for the MGC for the first six months of the 2016 fiscal year. The spending section of Appendix A has a column titled Approved Adjustments. The Approved Adjustment column references the adjustments that were approved by the Commission for the first quarter of FY16. The proposed adjustment section includes net zero adjustments as well as adjustments that will reduce overall projected spending for the MGC that were reported in the second quarter of FY16. There is a report attached, Appendix B, which lists the details to the second quarter adjustments.

Appendix A shows the expenditures and revenues by month for each item of appropriation under the control of the MGC. All of the remaining appropriations have to do with the racing division. Appendix C shows spending compared to budget for each division within the MGC.

Conclusion:

The Massachusetts Gaming Commission approved an initial FY16 Gaming Control Fund budget of \$28.3M, requiring a \$22.2M assessment on licensees. The first quarterly budget update resulted in dropping the assessment to \$18.89M (a \$3.32M reduction) while holding spending consistent. This second update revises spending projections down by \$353K, holds revenue consistent, and recommends that we do not adjust the assessment on licensees down by the decreases spending projections due to the uncertainty of the indirect rate discussion.

Appendix A: FY16 Actuals Spending and Revenue as of 12-31-2015

Appendix B: QRY Step 16A Budget Amendment Requests by Qtr by Obj Class

Appendix C: QRY Step 05A Expense Budget Form

Plainridge Racing Development Oversight Simulcast	\$ 264,972.66	\$ -	\$ -	\$ 264,972.66	\$ -	\$ -	\$ 18,841.32	\$ 40,813.39	\$ -	\$ 20,918.89	\$ 21,631.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,205.08
Racing Oversight and Development Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 819,005.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 819,005.82
Raynham Assessment	\$ 126,681.83	\$ -	\$ -	\$ 126,681.83	\$ -	\$ 5,225.76	\$ 6,858.81	\$ 13,394.52	\$ -	\$ 16,358.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,838.07
Raynham Daily License Fee	\$ 110,931.00	\$ -	\$ -	\$ 110,931.00	\$ -	\$ 4,800.00	\$ 6,300.00	\$ 12,600.00	\$ -	\$ 15,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,600.00
Raynham Racing Development Oversight Simulcast	\$ 457,149.55	\$ -	\$ -	\$ 457,149.55	\$ -	\$ 28,254.53	\$ 32,257.75	\$ 55,955.60	\$ 600.00	\$ 63,574.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,642.68
Suffolk Assessment	\$ 437,169.33	\$ -	\$ -	\$ 437,169.33	\$ -	\$ 40,300.00	\$ -	\$ 80,710.19	\$ -	\$ 40,364.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,374.89
Suffolk Commission Racing Development Oversight live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,862.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,862.86
Suffolk Commission Racing Development Oversight Simulcast	\$ 170,748.32	\$ -	\$ -	\$ 170,748.32	\$ -	\$ 19,867.90	\$ -	\$ 28,401.37	\$ 1,200.00	\$ 11,624.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,093.42
Suffolk Daily License Fee	\$ 80,631.00	\$ -	\$ -	\$ 80,631.00	\$ -	\$ 7,200.00	\$ -	\$ 13,200.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
Suffolk Occupational License	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,295.00	\$ -	\$ 16,635.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,930.00
Suffolk Racing Development Oversight Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk TVG Commission Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104.08
Suffolk TVG Commission Simulcast	\$ 92,997.43	\$ -	\$ -	\$ 92,997.43	\$ -	\$ 19,849.09	\$ -	\$ 15,777.69	\$ -	\$ 12,494.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,121.34
Suffolk Twin Spires Commission Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk Twin Spires Commission Simulcast	\$ 92,997.43	\$ -	\$ -	\$ 92,997.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk Xpress Bet Commission Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk Xpress Bet Commission Simulcast	\$ 92,997.43	\$ -	\$ -	\$ 92,997.43	\$ -	\$ 5,990.86	\$ -	\$ 4,657.99	\$ -	\$ 3,570.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,129.80
Transfer to General Fund 10500140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wonderland Assessment	\$ 15,132.22	\$ -	\$ -	\$ 15,132.22	\$ -	\$ -	\$ 1,260.00	\$ 3,425.50	\$ -	\$ -	\$ 1,712.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,398.25
Wonderland Daily License Fee	\$ 80,073.00	\$ -	\$ -	\$ 80,073.00	\$ -	\$ -	\$ 6,000.00	\$ 15,300.00	\$ -	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,500.00
Wonderland Racing Development Oversight Simulcast	\$ 120,746.64	\$ -	\$ -	\$ 120,746.64	\$ -	\$ -	\$ 9,517.13	\$ 19,914.63	\$ -	\$ -	\$ 10,366.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,798.21
Plainridge fine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 1,850.00	\$ -	\$ -	\$ 4,785.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk fine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plainridge Unclaimed wagers	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suffolk Unclaimed wagers	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Raynham Unclaimed wagers	\$ 155,000.00	\$ -	\$ -	\$ 155,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wonderland Unclaimed wagers	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$3,159,447.52	\$0.00	\$0.00	\$3,159,447.52	\$819,005.82	\$131,398.14	\$108,714.94	\$352,335.61	\$5,195.00	\$218,038.43	\$89,974.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,716,652.92

Budget Projections					Actuals															
Row Labels	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	July	August	September	October	November	December	January	February	March	April	May	June	Actuals To Date Total	%Spent	% BFY Passed	
10500012																				
TT LOANS AND SPECIAL PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	50%	
Revenue Projections					Actuals															
Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	FY16 Beginning Balance	July	August	September	October	November	December	January	February	March	April	May	June	Actuals Total		
Plainridge Import Harness Horse Simulcast	\$ 45,610.62	\$ -	\$ -	\$ 45,610.62	\$ -	\$ -	\$ 1,394.17	\$ 2,954.04	\$ -	\$ 1,655.63	\$ 1,384.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,388.44		
Plainridge Racing Harness Horse Live	\$ 15,879.94	\$ -	\$ -	\$ 15,879.94	\$ -	\$ -	\$ 901.12	\$ 2,825.89	\$ -	\$ 1,246.42	\$ 1,190.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,163.79		
Raynham Import Plainridge Simulcast	\$ 8,123.52	\$ -	\$ -	\$ 8,123.52	\$ -	\$ 266.72	\$ 272.71	\$ 555.92	\$ -	\$ 575.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,670.98		
Suffolk Import Plainridge Simulcast	\$ 10,639.63	\$ -	\$ -	\$ 10,639.63	\$ -	\$ 462.12	\$ -	\$ 822.75	\$ -	\$ 207.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,492.81		
Plainridge Racecourse Promo Fund Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ 62,824.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,824.19		
TVG Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TVG Simulcast	\$ 18,060.54	\$ -	\$ -	\$ 18,060.54	\$ -	\$ 902.88	\$ -	\$ 1,229.08	\$ -	\$ 664.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Twin Spires Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Twin Spires Simulcast	\$ 18,060.54	\$ -	\$ -	\$ 18,060.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Xpress Bets Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Xpress Bets Simulcast	\$ 18,060.54	\$ -	\$ -	\$ 18,060.54	\$ -	\$ 291.22	\$ -	\$ 280.36	\$ -	\$ 162.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Grand Total	\$ 134,435.33	\$ -	\$ -	\$ 134,435.33	\$ 62,824.19	\$ 1,922.94	\$ 2,568.00	\$ 8,668.04	\$ -	\$ 4,512.11	\$ 2,574.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,540.21	\$ -	\$ -

Budget Projections					Actuals															
Row Labels	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	July	August	September	October	November	December	January	February	March	April	May	June	Actuals To Date Total	%Spent	% BFY Passed	
10500013																				
TT LOANS AND SPECIAL PAYMENTS	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,090.00	11%	50%	
Revenue Projections					Actuals															
Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	FY16 Beginning Balance	July	August	September	October	November	December	January	February	March	April	May	June	Actuals Total		
Plainridge Import Harness Horse Simulcast	\$ 19,131.77	\$ -	\$ -	\$ 19,131.77	\$ -	\$ -	\$ 4,106.06	\$ 7,258.63	\$ -	\$ 3,811.56	\$ 3,049.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,225.60		
Plainridge Racing Harness Horse Live	\$ 9,288.26	\$ -	\$ -	\$ 9,288.26	\$ -	\$ -	\$ 1,491.88	\$ 4,672.93	\$ -	\$ 2,090.99	\$ 1,952.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,207.90		
Raynham Import Plainridge Simulcast	\$ 4,010.33	\$ -	\$ -	\$ 4,010.33	\$ -	\$ 456.74	\$ 580.85	\$ 992.57	\$ -	\$ 981.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,011.45		
Suffolk Import Plainridge Simulcast	\$ 4,755.02	\$ -	\$ -	\$ 4,755.02	\$ -	\$ 959.15	\$ -	\$ 1,753.58	\$ -	\$ 489.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,202.28		
Plainridge Capital Improvement Fund Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ 257,938.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,938.13		
TVG Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TVG Simulcast	\$ 6,089.66	\$ -	\$ -	\$ 6,089.66	\$ -	\$ 3,157.45	\$ -	\$ 4,033.29	\$ -	\$ 1,484.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Twin Spires Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Twin Spires Simulcast	\$ 6,089.66	\$ -	\$ -	\$ 6,089.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Xpress Bets Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Xpress Bets Simulcast	\$ 6,089.66	\$ -	\$ -	\$ 6,089.66	\$ -	\$ 840.90	\$ -	\$ 2,798.78	\$ -	\$ 1,071.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Grand Total	\$55,454.36	\$0.00	\$0.00	\$37,185.38	\$257,938.13	\$5,414.24	\$6,178.79	\$21,509.78	\$0.00	\$9,929.87	\$5,001.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$292,585.36		

Budget Projections					Actuals															
Row Labels	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	July	August	September	October	November	December	January	February	March	April	May	June	Actuals To Date Total	%Spent	% BFY Passed	
10500021																				
TT LOANS AND SPECIAL PAYMENTS	\$ 146,000.00	\$ -	\$ -	\$ 146,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	50%	
Revenue Projections					Actuals															
Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	FY16 Beginning Balance	July	August	September	October	November	December	January	February	March	April	May	June	Actuals Total		
Plainridge Import Running Horse Simulcast	\$ 31,104.90	\$ -	\$ -	\$																

Grand Total	\$188,113.76	\$0.00	\$0.00	\$188,113.76	\$29,074.13	\$16,161.40	\$3,783.00	\$22,600.63	\$0.00	\$14,532.03	\$2,955.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,106.60
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Row Labels	Budget Projections				Actuals																Actuals To Date Total	%Spent	% BFY Passed
	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	July	August	September	October	November	December	January	February	March	April	May	June							
10500022																							
TT LOANS AND SPECIAL PAYMENTS	\$ 525,500.00	\$ -	\$ -	\$ 525,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	50%	

Revenues	Revenue Projections				Actuals																Actuals Total	
	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	FY16 Beginning																	
					Balance	July	August	September	October	November	December	January	February	March	April	May	June					
Plainridge Import Running Horse Simulcast	\$ 129,847.21	\$ -	\$ -	\$ 129,847.21	\$ -	\$ -	\$ 9,799.88	\$ 20,379.96	\$ 10,368.90	\$ 11,966.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,514.89
Raynham Import Running Horse Simulcast	\$ 59,992.30	\$ -	\$ -	\$ 59,992.30	\$ -	\$ 5,902.94	\$ 6,343.66	\$ 6,445.61	\$ 9,251.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,943.80
Suffolk Import Running Horse Simulcast	\$ 224,469.37	\$ -	\$ -	\$ 224,469.37	\$ -	\$ 24,559.77	\$ -	\$ 36,426.66	\$ 14,387.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,373.47
Suffolk Racing Running Horse Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,015.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,015.65
Suffolk Capital Improvement Fund Beginning Balance					\$ 117,739.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,739.11
TVG Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23.35
TVG Simulcast	\$ 103,567.87	\$ -	\$ -	\$ 103,567.87	\$ 24,804.00	\$ -	\$ 17,540.00	\$ -	\$ 12,739.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,083.60
Twin Spires Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Twin Spires Simulcast	\$ 103,567.87	\$ -	\$ -	\$ 103,567.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Xpress Bets Live	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Xpress Bets Simulcast	\$ 103,567.87	\$ -	\$ -	\$ 103,567.87	\$ 6,128.00	\$ -	\$ 3,542.00	\$ -	\$ 3,195.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,865.76
Grand Total	\$725,012.49	\$0.00	\$0.00	\$725,012.49	\$117,739.11	\$61,394.71	\$16,143.54	\$84,334.23	\$0.00	\$51,981.89	\$11,966.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$343,559.63	

Row Labels	Budget Projections				Actuals																Actuals To Date Total	%Spent	% BFY Passed
	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	July	August	September	October	November	December	January	February	March	April	May	June							
10500140																							
TT LOANS AND SPECIAL PAYMENTS	\$ 1,150,000.00	\$ -	\$ -	\$ 1,150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,256.78	\$ 209,972.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 338,229.40	29%	50%

QRY--Step 16A Budget Amendment Requests by Qtr and Object Class

Amendments for Quarter: **2**

Approp	Type	Obj Class	Division	Obj Code	Description of Change	Date Requested	Aprvd	Denied	Date Approved	Approved Denied By	Comments	Change Amount
10500001	Amendment	AA										
		1400	A01		Delay in Hires	11/24/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	(\$71,500.00)
Apvd/Pending Subtotal												(\$71,500.00)
		1000	A01		Transfer from HR for increases	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$16,098.39
		1100	A01		Transfer to other divisions	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$65,156.89)
		1200	A01		Move funds to CC for Intern	1/26/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$4,200.00)
		1500	A01		Payroll increases from HR revenue neutral	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$28,171.23
		1600	A01		Salary increases from HR revenue neutral	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$4,370.64
		1800	A01		A01 Increases from HR	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$16,516.63
Apvd/Pending Subtotal												(\$4,200.00)
Obj Class Totals												(\$75,700.00)
		BB										
		1400	B01		Out of State Travel Reimbursements	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$5,000.00
Apvd/Pending Subtotal												\$5,000.00
Obj Class Totals												\$5,000.00
		CC										
		1200	C05		2 Student Interns	1/26/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$4,200.00
Apvd/Pending Subtotal												\$4,200.00
Obj Class Totals												\$4,200.00
		DD										
		1000	D09		Fringe @29.18% of A01 transfer in	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$4,697.51
		1000	D09		Payroll Taxes @1.65% of A01 transfer in	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$265.63
		1100	D09		Payroll Taxes @1.65% of AA transferred out	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$1,075.09)
		1100	D09		Fringe@29.18% of A01 transferred out	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$19,012.78)
		1400	D09		Savings from \$71.5K delayed hires at 29.18%	1/29/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$20,863.00)
		1400	D09		Savings from \$71.5K delayed hires at 1.65%	1/29/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$1,179.00)

Approp	Type	Obj Class	Division	Obj Code	Description of Change	Date Requested	Aprvd	Denied	Date Approved	Approved Denied By	Comments	Change Amount
			1500	D09	Payroll Taxes @ 1.65% of A01 transfer in	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$464.83
			1500	D09	Fringe @ 29.18% of A01 transfer in	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$8,220.36
			1600	D09	Payroll Taxes @ 1.65% of A01 increase from HR	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$72.12
			1600	D09	Fringe @ 29.18% of A01 increase from HR	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$1,275.35
			1800	D09	Payroll Taxes @ 1.65% of A01 increases from HR	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$272.52
			1800	D09	Fringe @ 29.18 of A01 increases from HR	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$4,819.55
Apvd/Pending Subtotal												(\$22,042.00)
Obj Class Totals												(\$22,042.00)
EE												
			1500	E30	Move to L27 for Riser Rental	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$3,500.00)
			1400	E56	Actually charged back in E56	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$99,487.17
Apvd/Pending Subtotal												\$95,987.17
Obj Class Totals												\$95,987.17
HH												
			1000	H19	Reduction to cover NEOS desk purchas in 2013 not paid for	12/2/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	(\$10,488.87)
			1000	H19	Reduction to cover flat screens for IT 1400	11/30/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	(\$66,320.36)
Apvd/Pending Subtotal												(\$76,809.23)
			1100	H21	Move to J46 for Temp Help Services	1/26/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$10,000.00)
			1800	HH3	Pyxis Productions	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$20,442.94)
Apvd/Pending Subtotal												(\$30,442.94)
Obj Class Totals												(\$107,252.17)
JJ												
			1100	J46	Temporary Help Services	1/26/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$10,000.00
			1800	JJ2	Video Streaming	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$20,000.00
Apvd/Pending Subtotal												\$30,000.00
Obj Class Totals												\$30,000.00
KK												
			1000	K07	Desks purchased in 2013 invoice never received	12/2/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	\$10,488.87
			1400	K12	Public Meeting room Flat screens	11/30/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	\$66,320.36

Approp	Type	Obj Class	Division	Obj Code	Description of Change	Date Requested	Aprvd	Denied	Date Approved	Approved Denied By	Comments	Change Amount
Apvd/Pending Subtotal												\$76,809.23
		1400	K12		Additional Video Conference Equipment	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$41,143.22
		1800	K12		Valley Communications	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$442.94
Apvd/Pending Subtotal												\$41,586.16
Obj Class Totals												\$118,395.39
		LL										
		1400	L24		Enterprise/People Serve	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$3,500.00
		1500	L27		Risers	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$3,500.00
Apvd/Pending Subtotal												\$7,000.00
Obj Class Totals												\$7,000.00
		UU										
		1400	U05		People Serve/Power Strategies	11/24/2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/28/2015	Derek Lennon	Zero Sum	\$80,000.00
Apvd/Pending Subtotal												\$80,000.00
		1400	U04		Move to E56 where it is being billed back to	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$99,487.17)
		1400	U05		CMS	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$28,500.00)
		1400	U05		CITL/GLI	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				\$20,000.00
		1400	U05		Savings from late start of CMS with IGT	1/29/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$340,000.00)
		1400	U07		Miscellaneous Equipment	1/20/2016	<input type="checkbox"/>	<input type="checkbox"/>				(\$41,143.22)
Apvd/Pending Subtotal												(\$489,130.39)
Obj Class Totals												(\$409,130.39)
Type Totals												(\$353,542.00)
Appropriation Totals												(\$353,542.00)

QRY--Step 05A Expense Budget Form

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
	10500001													
		1000		Division of Finance and Administration										
			AA	REGULAR EMPLOYEE COMPENSATION	\$484,700.00	\$0.00	\$257,995.75	\$272,995.75	\$15,000.00	\$287,995.75	\$196,704.25	56.32%	59.42%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$5,000.00	\$0.00	\$472.97	\$472.97	\$0.00	\$472.97	\$4,527.03	9.46%	9.46%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$152,703.00	\$0.00	\$79,125.40	\$79,125.40	\$6,646.55	\$85,771.95	\$66,931.05	51.82%	56.17%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$81,087.00	\$0.00	\$146,282.93	\$146,282.93	\$41,168.23	\$187,451.16	(\$106,364.16)	180.40%	231.17%	58.90%
			GG	ENERGY COSTS AND SPACE RENTAL	\$1,045,213.00	\$0.00	\$672,942.29	\$672,942.29	\$492,079.94	\$1,165,022.23	(\$119,809.23)	64.38%	111.46%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$1,007,864.00	\$0.00	\$530,553.75	\$530,553.75	\$2,239,963.41	\$2,770,517.16	(\$1,762,653.16)	52.64%	274.89%	58.90%
			JJ	OPERATIONAL SERVICES	\$2,000.00	\$0.00	\$4,243.25	\$4,243.25	\$491.00	\$4,734.25	(\$2,734.25)	212.16%	236.71%	58.90%
			KK	EQUIPMENT PURCHASE	\$50,489.00	\$0.00	\$48,550.29	\$48,550.29	\$0.00	\$48,550.29	\$1,938.71	96.16%	96.16%	58.90%
			LL	EQUIPMENT LEASE-MAINTAIN/REPAR	\$25,618.00	\$0.00	\$8,769.84	\$8,769.84	\$12,940.91	\$21,710.75	\$3,907.25	34.23%	84.75%	58.90%
			UU	IT Non-Payroll Expenses	\$36,000.00	\$0.00	\$6,317.13	\$6,317.13	\$6,880.48	\$13,197.61	\$22,802.39	17.55%	36.66%	58.90%
			Total:	Division of Finance and Administration	\$2,890,674.00	\$0.00	\$1,755,253.60	\$1,770,253.60	\$2,815,170.52	\$4,585,424.12	(\$1,694,750.12)	61.24%	158.63%	58.90%
		1100		Human Resources										
			AA	REGULAR EMPLOYEE COMPENSATION	\$525,400.00	\$0.00	\$145,721.09	\$145,721.09	\$0.00	\$145,721.09	\$379,678.91	27.74%	27.74%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$12,500.00	\$0.00	\$73.88	\$73.88	\$0.00	\$73.88	\$12,426.12	0.59%	0.59%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$68,348.00	\$0.00	\$40,077.28	\$40,077.28	\$0.00	\$40,077.28	\$28,270.72	58.64%	58.64%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$15,653.00	\$0.00	\$24,461.00	\$24,461.00	\$8,558.91	\$33,019.91	(\$17,366.91)	156.27%	210.95%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$55,000.00	\$0.00	\$227.98	\$227.98	\$0.00	\$227.98	\$54,772.02	0.41%	0.41%	58.90%
			JJ	OPERATIONAL SERVICES	\$21,500.00	\$0.00	\$14,251.59	\$14,251.59	\$11,136.85	\$25,388.44	(\$3,888.44)	66.29%	118.09%	58.90%
			Total:	Human Resources	\$698,401.00	\$0.00	\$224,812.82	\$224,812.82	\$19,695.76	\$244,508.58	\$453,892.42	32.19%	35.01%	58.90%
		1200		Office of the General Counsel										
			AA	REGULAR EMPLOYEE COMPENSATION	\$515,163.00	\$0.00	\$239,420.94	\$239,420.94	\$0.00	\$239,420.94	\$275,742.06	46.47%	46.47%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$6,500.00	\$0.00	\$3,055.04	\$3,055.04	\$0.00	\$3,055.04	\$3,444.96	47.00%	47.00%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$158,825.00	\$0.00	\$67,077.32	\$67,077.32	\$0.00	\$67,077.32	\$91,747.68	42.23%	42.23%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$15,500.00	\$0.00	\$68,445.07	\$68,445.07	\$10,360.95	\$78,806.02	(\$63,306.02)	441.58%	508.43%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$759,603.00	\$0.00	\$396,364.71	\$396,364.71	\$352,641.18	\$749,005.89	\$10,597.11	52.18%	98.60%	58.90%
			JJ	OPERATIONAL SERVICES	\$1,914,540.60	\$0.00	\$3,846.50	\$3,846.50	\$1,075.00	\$4,921.50	\$1,909,619.10	0.20%	0.26%	58.90%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
	10500001													
		1200		Office of the General Counsel										
				Total: Office of the General Counsel	\$3,370,131.60	\$0.00	\$778,209.58	\$778,209.58	\$364,077.13	\$1,142,286.71	\$2,227,844.89	23.09%	33.89%	58.90%
		1300		Executive Director										
			AA	REGULAR EMPLOYEE COMPENSATION	\$379,850.00	\$0.00	\$150,244.72	\$150,244.72	\$0.00	\$150,244.72	\$229,605.28	39.55%	39.55%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$8,000.00	\$0.00	\$447.50	\$447.50	\$0.00	\$447.50	\$7,552.50	5.59%	5.59%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$117,108.00	\$0.00	\$40,280.49	\$40,280.49	\$0.00	\$40,280.49	\$76,827.51	34.40%	34.40%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$17,200.00	\$0.00	\$54,591.71	\$54,591.71	\$3,975.00	\$58,566.71	(\$41,366.71)	317.39%	340.50%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$545,000.00	\$0.00	\$471,077.70	\$471,077.70	\$190,730.80	\$661,808.50	(\$116,808.50)	86.44%	121.43%	58.90%
				Total: Executive Director	\$1,067,158.00	\$0.00	\$716,642.12	\$716,642.12	\$194,705.80	\$911,347.92	\$155,810.08	67.15%	85.40%	58.90%
		1400		Information Technology										
			AA	REGULAR EMPLOYEE COMPENSATION	\$603,719.00	\$0.00	\$255,345.69	\$255,345.69	\$0.00	\$255,345.69	\$348,373.31	42.30%	42.30%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$5,500.00	\$0.00	\$13,766.12	\$13,766.12	\$0.00	\$13,766.12	(\$8,266.12)	250.29%	250.29%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$210,791.00	\$0.00	\$72,443.79	\$72,443.79	\$0.00	\$72,443.79	\$138,347.21	34.37%	34.37%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$46,185.00	\$0.00	\$129,972.47	\$129,972.47	\$34,470.59	\$164,443.06	(\$118,258.06)	281.42%	356.05%	58.90%
			GG	ENERGY COSTS AND SPACE RENTAL	\$84,240.00	\$0.00	\$16,290.00	\$16,290.00	\$10,710.00	\$27,000.00	\$57,240.00	19.34%	32.05%	58.90%
			KK	EQUIPMENT PURCHASE	\$66,320.00	\$0.00	\$1,004.58	\$1,004.58	\$2.88	\$1,007.46	\$65,312.54	1.51%	1.52%	58.90%
			UU	IT Non-Payroll Expenses	\$4,369,018.00	\$7,079.70	\$1,246,574.35	\$1,253,654.05	\$1,535,218.07	\$2,788,872.12	\$1,580,145.88	28.69%	63.83%	58.90%
				Total: Information Technology	\$5,385,773.00	\$7,079.70	\$1,735,397.00	\$1,742,476.70	\$1,580,401.54	\$3,322,878.24	\$2,062,894.76	32.35%	61.70%	58.90%
		1500		Commissioners										
			AA	REGULAR EMPLOYEE COMPENSATION	\$880,962.00	\$0.00	\$468,166.59	\$468,166.59	\$0.00	\$468,166.59	\$412,795.41	53.14%	53.14%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$18,400.00	\$0.00	\$5,949.96	\$5,949.96	\$0.00	\$5,949.96	\$12,450.04	32.34%	32.34%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$271,601.00	\$0.00	\$133,340.01	\$133,340.01	\$0.00	\$133,340.01	\$138,260.99	49.09%	49.09%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$77,606.00	\$0.00	\$78,173.68	\$78,173.68	\$24,749.58	\$102,923.26	(\$25,317.26)	100.73%	132.62%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$800,000.00	\$0.00	\$128,082.50	\$128,082.50	\$146,852.75	\$274,935.25	\$525,064.75	16.01%	34.37%	58.90%
			JJ	OPERATIONAL SERVICES	\$54,600.00	\$0.00	\$23,094.20	\$23,094.20	\$4,215.78	\$27,309.98	\$27,290.02	42.30%	50.02%	58.90%
			KK	EQUIPMENT PURCHASE	\$12,394.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,394.00	0.00%	0.00%	58.90%
				Total: Commissioners	\$2,115,563.00	\$0.00	\$836,806.94	\$836,806.94	\$175,818.11	\$1,012,625.05	\$1,102,937.95	39.55%	47.87%	58.90%
		1600		Office of Workforce, Supplier and Diversity Development										

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
	10500001													
		1600		Office of Workforce, Supplier and Diversity Development										
			AA	REGULAR EMPLOYEE COMPENSATION	\$153,925.00	\$0.00	\$82,570.60	\$82,570.60	\$0.00	\$82,570.60	\$71,354.40	53.64%	53.64%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$5,000.00	\$0.00	\$1,637.00	\$1,637.00	\$0.00	\$1,637.00	\$3,363.00	32.74%	32.74%	58.90%
			CC	SPECIAL EMPLOYEES	\$23,400.00	\$0.00	\$9,907.80	\$9,907.80	\$0.00	\$9,907.80	\$13,492.20	42.34%	42.34%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$47,841.00	\$0.00	\$23,739.60	\$23,739.60	\$0.00	\$23,739.60	\$24,101.40	49.62%	49.62%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$9,000.00	\$0.00	\$9,433.51	\$9,433.51	\$198.10	\$9,631.61	(\$631.61)	104.82%	107.02%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	(\$10,000.00)	0.00%	300.00%	58.90%
			JJ	OPERATIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%	0.00%	58.90%
			PP	STATE AID/POL SUB	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	0.00%	0.00%	58.90%
			Total:	Office of Workforce, Supplier and Diversity D	\$370,166.00	\$0.00	\$127,288.51	\$127,288.51	\$15,198.10	\$142,486.61	\$227,679.39	34.39%	38.49%	58.90%
		1700		Office of Research and Problem Gambling										
			AA	REGULAR EMPLOYEE COMPENSATION	\$287,384.00	\$0.00	\$84,367.32	\$84,367.32	\$0.00	\$84,367.32	\$203,016.68	29.36%	29.36%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$6,000.00	\$0.00	\$2,669.11	\$2,669.11	\$0.00	\$2,669.11	\$3,330.89	44.49%	44.49%	58.90%
			CC	SPECIAL EMPLOYEES	\$53,700.00	\$0.00	\$12,913.00	\$12,913.00	\$0.00	\$12,913.00	\$40,787.00	24.05%	24.05%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$89,156.00	\$0.00	\$24,318.63	\$24,318.63	\$0.00	\$24,318.63	\$64,837.37	27.28%	27.28%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$25,719.00	\$0.00	\$45,540.95	\$45,540.95	\$9,207.00	\$54,747.95	(\$29,028.95)	177.07%	212.87%	58.90%
			FF	FACILITY OPERATIONAL EXPENSES	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%	0.00%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$1,175,000.00	\$0.00	\$437,770.42	\$437,770.42	\$756,633.50	\$1,194,403.92	(\$19,403.92)	37.26%	101.65%	58.90%
			JJ	OPERATIONAL SERVICES	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0.00%	0.00%	58.90%
			MM	PURCHASED CLIENT/PROGRAM SVCS	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	0.00%	0.00%	58.90%
			PP	STATE AID/POL SUB	\$2,786,010.00	\$0.00	\$975,841.25	\$975,841.25	\$1,700,885.12	\$2,676,726.37	\$109,283.63	35.03%	96.08%	58.90%
			UU	IT Non-Payroll Expenses	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0.00%	0.00%	58.90%
			Total:	Office of Research and Problem Gambling	\$4,612,969.00	\$0.00	\$1,583,420.68	\$1,583,420.68	\$2,466,725.62	\$4,050,146.30	\$562,822.70	34.33%	87.80%	58.90%
		1800		Office of Communications										
			AA	REGULAR EMPLOYEE COMPENSATION	\$196,540.00	\$0.00	\$118,041.20	\$118,041.20	\$0.00	\$118,041.20	\$78,498.80	60.06%	60.06%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$60,593.00	\$0.00	\$32,752.49	\$32,752.49	\$0.00	\$32,752.49	\$27,840.51	54.05%	54.05%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$25,000.00	\$0.00	\$29,143.67	\$29,143.67	\$9,756.18	\$38,899.85	(\$13,899.85)	116.57%	155.60%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$62,500.00	\$0.00	\$23,288.81	\$23,288.81	\$25,166.25	\$48,455.06	\$14,044.94	37.26%	77.53%	58.90%
			KK	EQUIPMENT PURCHASE	\$40,000.00	\$0.00	\$39,564.32	\$39,564.32	\$862.89	\$40,427.21	(\$427.21)	98.91%	101.07%	58.90%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
	10500001													
		1800		Office of Communications										
			Total:	Office of Communications	\$384,633.00	\$0.00	\$242,790.49	\$242,790.49	\$35,785.32	\$278,575.81	\$106,057.19	63.12%	72.43%	58.90%
		1900		Ombudsman										
			AA	REGULAR EMPLOYEE COMPENSATION	\$234,994.00	\$0.00	\$111,593.43	\$111,593.43	\$0.00	\$111,593.43	\$123,400.57	47.49%	47.49%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$72,449.00	\$0.00	\$30,824.56	\$30,824.56	\$0.00	\$30,824.56	\$41,624.44	42.55%	42.55%	58.90%
			JJ	OPERATIONAL SERVICES	\$10,000.00	\$0.00	\$1,213.00	\$1,213.00	\$16,925.00	\$18,138.00	(\$8,138.00)	12.13%	181.38%	58.90%
			PP	STATE AID/POL SUB	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	0.00%	0.00%	58.90%
			Total:	Ombudsman	\$717,443.00	\$0.00	\$143,630.99	\$143,630.99	\$16,925.00	\$160,555.99	\$556,887.01	20.02%	22.38%	58.90%
		5000		Investigations Enforcement										
			AA	REGULAR EMPLOYEE COMPENSATION	\$1,700,534.00	\$0.00	\$807,183.58	\$807,183.58	\$0.00	\$807,183.58	\$893,350.42	47.47%	47.47%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$19,000.00	\$0.00	\$5,316.85	\$5,316.85	\$0.00	\$5,316.85	\$13,683.15	27.98%	27.98%	58.90%
			CC	SPECIAL EMPLOYEES	\$73,406.00	\$0.00	\$61,065.00	\$61,065.00	\$0.00	\$61,065.00	\$12,341.00	83.19%	83.19%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$525,482.00	\$0.00	\$227,282.22	\$227,282.22	\$0.00	\$227,282.22	\$298,199.78	43.25%	43.25%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$170,000.00	\$656.00	\$258,728.53	\$259,384.53	\$44,428.63	\$303,813.16	(\$133,813.16)	152.58%	178.71%	58.90%
			HH	CONSULTANT SVCS (TO DEPTS)	\$445,000.00	\$0.00	\$48,677.91	\$48,677.91	\$419,662.63	\$468,340.54	(\$23,340.54)	10.94%	105.25%	58.90%
			JJ	OPERATIONAL SERVICES	\$3,194,693.00	\$0.00	\$1,453,387.83	\$1,453,387.83	\$1,267,242.38	\$2,720,630.21	\$474,062.79	45.49%	85.16%	58.90%
			UU	IT Non-Payroll Expenses	\$12,000.00	\$0.00	\$13,943.45	\$13,943.45	\$12,500.00	\$26,443.45	(\$14,443.45)	116.20%	220.36%	58.90%
			Total:	Investigations Enforcement	\$6,140,115.00	\$656.00	\$2,875,585.37	\$2,876,241.37	\$1,743,833.64	\$4,620,075.01	\$1,520,039.99	46.84%	75.24%	58.90%
		7000		Licensing										
			AA	REGULAR EMPLOYEE COMPENSATION	\$500,178.00	\$0.00	\$247,772.05	\$247,772.05	\$0.00	\$247,772.05	\$252,405.95	49.54%	49.54%	58.90%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$5,000.00	\$0.00	\$5,289.71	\$5,289.71	\$0.00	\$5,289.71	(\$289.71)	105.79%	105.79%	58.90%
			DD	PENSION & INSURANCE RELATED EX	\$154,205.00	\$0.00	\$69,526.03	\$69,526.03	\$0.00	\$69,526.03	\$84,678.97	45.09%	45.09%	58.90%
			EE	ADMINISTRATIVE EXPENSES	\$16,350.00	\$0.00	\$27,064.72	\$27,064.72	\$6,151.91	\$33,216.63	(\$16,866.63)	165.53%	203.16%	58.90%
			Total:	Licensing	\$675,733.00	\$0.00	\$349,652.51	\$349,652.51	\$6,151.91	\$355,804.42	\$319,928.58	51.74%	52.65%	58.90%
Total:	10500001				\$28,428,759.60	\$7,735.70	\$11,369,490.61	\$11,392,226.31	\$9,434,488.45	\$20,826,714.76	\$7,602,044.84	40.07%	73.26%	58.90%
	10500003													
		1100		Human Resources										
			AA	REGULAR EMPLOYEE COMPENSATION	\$82,464.80	\$0.00	\$3,321.45	\$3,321.45	\$0.00	\$3,321.45	\$79,143.35	4.03%	4.03%	58.90%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
10500003														
	1100			Human Resources										
			DD	PENSION & INSURANCE RELATED EX	\$25,423.90	\$0.00	\$951.37	\$951.37	\$0.00	\$951.37	\$24,472.53	3.74%	3.74%	58.90%
	Total:			Human Resources	\$107,888.70	\$0.00	\$4,272.82	\$4,272.82	\$0.00	\$4,272.82	\$103,615.88	3.96%	3.96%	58.90%
	3000			Racing Division										
		AA		REGULAR EMPLOYEE COMPENSATION	\$441,067.00	\$0.00	\$106,546.46	\$106,546.46	\$0.00	\$106,546.46	\$334,520.54	24.16%	24.16%	58.90%
		BB		REGULAR EMPLOYEE RELATED EXPEN	\$5,000.00	\$0.00	\$533.11	\$533.11	\$0.00	\$533.11	\$4,466.89	10.66%	10.66%	58.90%
		CC		SPECIAL EMPLOYEES	\$408,245.00	\$0.00	\$319,979.78	\$319,979.78	\$0.00	\$319,979.78	\$88,265.22	78.38%	78.38%	58.90%
		DD		PENSION & INSURANCE RELATED EX	\$142,723.32	\$0.00	\$35,856.34	\$35,856.34	\$0.00	\$35,856.34	\$106,866.98	25.12%	25.12%	58.90%
		EE		ADMINISTRATIVE EXPENSES	\$30,855.00	\$0.00	\$76,502.60	\$76,502.60	\$5,898.41	\$82,401.01	(\$51,546.01)	247.94%	267.06%	58.90%
		FF		FACILITY OPERATIONAL EXPENSES	\$1,000.00	\$0.00	\$264.00	\$264.00	\$236.00	\$500.00	\$500.00	26.40%	50.00%	58.90%
		HH		CONSULTANT SVCS (TO DEPTS)	\$32,000.00	\$0.00	\$11,700.00	\$11,700.00	\$28,300.00	\$40,000.00	(\$8,000.00)	36.56%	125.00%	58.90%
		JJ		OPERATIONAL SERVICES	\$59,300.00	\$0.00	\$112,817.30	\$112,817.30	\$20,857.20	\$133,674.50	(\$74,374.50)	190.25%	225.42%	58.90%
		LL		EQUIPMENT LEASE-MAINTAIN/REPAR	\$6,650.00	\$0.00	\$638.46	\$638.46	\$638.46	\$1,276.92	\$5,373.08	9.60%	19.20%	58.90%
		MM		PURCHASED CLIENT/PROGRAM SVCS	\$266,000.00	\$0.00	\$65,000.00	\$65,000.00	\$65,000.00	\$130,000.00	\$136,000.00	24.44%	48.87%	58.90%
		UU		IT Non-Payroll Expenses	\$78,700.00	\$0.00	\$40,278.87	\$40,278.87	\$28,796.13	\$69,075.00	\$9,625.00	51.18%	87.77%	58.90%
	Total:			Racing Division	\$1,471,540.32	\$0.00	\$770,116.92	\$770,116.92	\$149,726.20	\$919,843.12	\$551,697.20	52.33%	62.51%	58.90%
Total:	10500003				\$1,579,429.02	\$0.00	\$774,389.74	\$774,389.74	\$149,726.20	\$924,115.94	\$655,313.08	49.03%	58.51%	58.90%
10500013														
	3000			Racing Division										
		TT		LOANS AND SPECIAL PAYMENTS	\$125,000.00	\$0.00	\$0.00	\$0.00	\$252,637.35	\$252,637.35	(\$127,637.35)	0.00%	202.11%	58.90%
	Total:			Racing Division	\$125,000.00	\$0.00	\$0.00	\$0.00	\$252,637.35	\$252,637.35	(\$127,637.35)	0.00%	202.11%	58.90%
Total:	10500013				\$125,000.00	\$0.00	\$0.00	\$0.00	\$252,637.35	\$252,637.35	(\$127,637.35)	0.00%	202.11%	58.90%
10500021														
	3000			Racing Division										
		TT		LOANS AND SPECIAL PAYMENTS	\$146,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$146,000.00	0.00%	0.00%	58.90%
	Total:			Racing Division	\$146,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$146,000.00	0.00%	0.00%	58.90%
Total:	10500021				\$146,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$146,000.00	0.00%	0.00%	58.90%
10500022														

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2016														
	10500022													
		3000		Racing Division										
			TT	LOANS AND SPECIAL PAYMENTS	\$525,500.00	\$0.00	\$0.00	\$0.00	\$525,500.00	\$525,500.00	\$0.00	0.00%	100.00%	58.90%
		Total:		Racing Division	\$525,500.00	\$0.00	\$0.00	\$0.00	\$525,500.00	\$525,500.00	\$0.00	0.00%	100.00%	58.90%
Total:	10500022				\$525,500.00	\$0.00	\$0.00	\$0.00	\$525,500.00	\$525,500.00	\$0.00	0.00%	100.00%	58.90%

Worksheet 1: Discretionary Budget and Spending Benchcr

Dept Name: Massachusetts Gaming Commission

Instructions: The tables below are populated automatically based on data entered on W

Dept. Total By Sources of Funding	<i>Fiscal Year 2016 - Department</i>		
	Appropriation Amount	Exempted Amount	IE Amount
State	\$0	\$0	\$0
Federal	\$0	\$0	\$0
Trust	\$16,190,443	\$1,311,560	\$3,401,513
Capital	\$0	\$0	\$0
FY2016 Total	\$16,190,443	\$1,311,560	\$3,401,513

Column 1	Column 2	Column 3
MINORITY-OWNED BUSINESS BENCHMARK		
FY16 Discretionary Budget	FY16 Benchmark	FY16 Departmental Benchmark
9,265,935	7%	648,615
WOMEN-OWNED BUSINESS BENCHMARK		
FY16 Discretionary Budget	FY16 Benchmark	FY16 Departmental Benchmark
9,265,935	13%	1,204,572
SMALL BUSINESS BENCHMARK		
FY16 Discretionary Budget	FY16 Benchmark	FY16 Departmental Benchmark
9,265,935	3.3%	305,776
SERVICE-DISABLED VETERAN-OWNED BUSINESS BENCHMARK		
FY16 Discretionary Budget	FY16 Benchmark	FY16 Departmental Benchmark
9,265,935	3.0%	277,978

Revised 10/07/2015

mark Calculation



worksheets 3-6.

Total	
ISA Amount	Discretionary Amount
\$0	\$0
\$0	\$0
\$2,211,435	\$9,265,935
\$0	\$0
\$2,211,435	\$9,265,935

Encumbered Spent

1,485,032 127,517 249%

939,040 399,306 111%

555,064 480,932 339%

budget_fiscal_year

2016

Sum of pymt_actg_line_amount Row Labels	Column Labels			
	MNRT	SBUS	WMNO	Grand Total
BAY STATE ENVELOPE INC		506.40	1,012.80	1,519.20
CAM OFFICE SERVICES INC	6,557.72	6,557.72	6,557.72	19,673.16
CARIBE COMMUNICATIONS & PUB	250.00			250.00
CAUSEMEDIA INC	18,783.51	18,783.51	18,783.51	56,350.53
CENTRAL EQUIPMENT LLC		915.00		915.00
CITY POINT PARTNERS LLC		15,155.00	15,155.00	30,310.00
DBS INDUSTRIES		469.71		469.71
EOS APPROACH LLC		650.00	650.00	1,300.00
FUTURE TECHNOLOGIES GROUP INC		13,928.49		13,928.49
GREAT GETAWAYS INC		26,091.16	26,091.16	52,182.32
HFSE INC		1,450.00	725.00	2,175.00
KAREN A FAIOLA			1,654.00	1,654.00
MASS REPRO LTD			2,922.89	2,922.89
MASSACHUSETTS COUNCIL ON COMPU		175,757.22		175,757.22
NEW ENGLAND OFFICE SUPPLY, INC.	2,622.21		2,622.21	5,244.42
PEOPLESERVE PRS INC		163,483.88	163,483.88	326,967.76
PINCK & CO INC			107,728.02	107,728.02
PMA CONSULTANTS LLC	59,274.55			59,274.55
PROAV SYSTEMS INC	155.45		155.45	310.90
RENT ALL OF BOSTON INC		2,620.46		2,620.46
SOLTRIX TECHNOLOGY SOLUTIONS INC	39,550.00	39,550.00	39,550.00	118,650.00
TARGET LITIGATION CONSULTING		2,275.00		2,275.00
THE RENDON GROUP INC		200.00		200.00
THE RESOURCE CONNECTION INC		12,214.38	12,214.38	24,428.76
WESTNET INC	323.82	323.82		647.64
Grand Total	127,517.26	480,931.75	399,306.02	1,007,755.03

budget_fiscal_year

2016

Sum of encumb_open_amount Row Labels	Column Labels		
	Minority-Owned	Small Business	Women-Owned
BAY STATE ENVELOPE INC		-	-
CAM OFFICE SERVICES INC	4,442.28	4,442.28	4,442.28
CARIBE COMMUNICATIONS & PUB	-		
CAUSEMEDIA INC	66,318.68	66,318.68	66,318.68
CENTRAL EQUIPMENT LLC		-	
CENTRAL EQUIPMENTCO INC		790.00	
CITY POINT PARTNERS LLC		150,845.00	150,845.00
COMPUWORKS SYSTEMS INC		1,000.00	1,000.00
DBS INDUSTRIES		30.29	
DOUGHBOY POLICE SUPPLY		4,000.00	
EOS APPROACH LLC		491.00	491.00
FUTURE TECHNOLOGIES GROUP INC		3,686.88	
GREAT GETAWAYS INC		32,521.47	32,521.47
HFSE INC		-	-
KAREN A FAIOLA			-
MASS REPRO LTD			6,448.32
MASSACHUSETTS COUNCIL ON COMPU		219,242.78	
NEW ENGLAND OFFICE SUPPLY, INC.	-		-
PEOPLESERVE PRS INC		23,458.02	23,458.02
PINCK & CO INC			595,889.71
PMA CONSULTANTS LLC	1,361,695.00		
PROAV SYSTEMS INC	-		-
RENT ALL OF BOSTON INC		440.50	
SHI INTERNATIONAL CORP	12,790.00		12,790.00
SOLTRIX TECHNOLOGY SOLUTIONS INC	39,550.00	39,550.00	39,550.00
TARGET LITIGATION CONSULTING		2,725.00	
THE RENDON GROUP INC		-	
THE RESOURCE CONNECTION INC		5,285.62	5,285.62
WESTNET INC	236.00	236.00	
Grand Total	1,485,031.96	555,063.52	939,040.10

Grand Total

-

13,326.84

-

198,956.04

-

790.00

301,690.00

2,000.00

30.29

4,000.00

982.00

3,686.88

65,042.94

-

-

6,448.32

219,242.78

-

46,916.04

595,889.71

1,361,695.00

-

440.50

25,580.00

118,650.00

2,725.00

-

10,571.24

472.00

2,979,135.58

REGION C

SOUTHEASTERN MASSACHUSETTS

Estimated CATEGORY 1 (Resort-Casino) Timeline

LAST UPDATED: 2/1/2016

ESTIMATED DATE(S)	ACTION
January 30, 2015	Category 1 RFA-1 (preliminary) application deadline
May 4	Deadline for additional materials for substantially complete RFA-1 application
September 30	Category 1 RFA-2 (site-specific) application deadline
October 13	Deadline for Surrounding Community/Impacted Live Entertainment (“ILEV”) Petitions to be submitted to MGC
	Deadline for Letters of Assent by Surrounding Communities Designated in an Application to be filed with MGC
October 23	Applicant may provide a response to Surrounding Community/ILEV Petitions to MGC
November 5	Applicant 90 minute presentations on Category 1 Application
November 12	Presentations by ILEV Petitioners and Applicant on petitions for designation
December 9	Decisions by Commission on ILEV Petitions
December 10	Written designation of Surrounding Communities/ILEVs that have assented to designations made in Category 1 Application
December 11	Beginning of 30-day statutory negotiation period
January 11, 2016	End of 30-day statutory negotiation period between Applicant and Surrounding Communities/ILEVs
January 12	Beginning of Binding Surrounding Community/ILEV Arbitration Process
Before selecting an arbitrator, the parties must file with the Commission a notice of intent to commence arbitration.	
January 19	Deadline for Selection of Arbitrator. If the parties cannot mutually select a single arbitrator, each party shall select one neutral, independent arbitrator who shall then mutually choose a third neutral, independent arbitrator. In the event that a third neutral, independent arbitrator is not selected, the Commission or its designee shall select the third neutral, independent arbitrator.
	Deadline for Best and Final Offer. Each party submits its best and final offer for a Surrounding Community Agreement/ILEV Agreement to the arbitrator and to the other party.
January 28	Public input hearings in Surrounding Community resort-casino proposal
January 19 - February 8	Arbitrations. The arbitrator(s) conduct(s) any necessary proceedings.
February 8	Deadline for Arbitration report to be filed with Commission. The arbitrator(s) file(s) with the Commission, and issue(s) to the parties, a report specifying the terms of the Surrounding Community Agreement between the applicant and the community.
February 16	Five (5) days after receipt of the arbitrator’s report, either the parties sign a Surrounding Community Agreement and file it with the Commission, or the arbitrator’s report, shall be deemed to be the Surrounding Community Agreement between the parties

March 1	Host Community Hearing in Brockton
March 31	DECISION ON CATEGORY 1 REGION C LICENSE



Investigations & Enforcement Bureau

To: Chairman Crosby, Commissioner Zuniga, Commissioner Stebbins, Commissioner Cameron and Commissioner MacDonald

From: Karen Wells, Director, Investigations and Enforcement Bureau

Re: Temporary Key Gaming Employee Licenses Issued

Date: February 4, 2016

Pursuant to the authority the Commission delegated to the IEB on March 19, 2015, the IEB has granted temporary licenses to the following individuals.

Key Gaming Employees

1. Daniel Connors, Assistant Count Team Supervisor, PPC (11/9/15)
2. Alyssa Hines, Surveillance Supervisor, PPC (11/24/15)
3. John Kent, Lead Surveillance Supervisor, PPC (11/30/15)
4. James Frank Hood, Security Shift Supervisor, PPC (12/4/15)
5. Russell Lizotte, Security Shift Supervisor, PPC (1/19/16)

Each application has been deemed complete by the Division of Licensing. The petitioner has certified and the IEB has found, after reviewing the operational plan for the facility that each temporary license is necessary for the operation of the gaming establishment and is not designed to circumvent normal licensing procedures.

Title 205 Code Mass. Regs. § 134.12, as amended by emergency promulgation on December 3, 2015, 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 in order to issue the license. The IEB has found that the licensees have met that criteria.

The IEB has also found that in each case that the license is reasonably likely to be issued upon completion of the investigation, which satisfies the original criteria of 205 CMR 134.12(3).



Massachusetts Gaming Commission

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3.28: continued

- (2) The possession or use of a drug, substance, or medication on the premises of a facility under the jurisdiction of the Commission that has not been approved by the United States Food and Drug Administration (FDA) for any use in (human or animal) is forbidden without prior permission of the official veterinarian or his or her designee.
- (3) The possession and/or use of the following substances or of blood doping agents, including but not limited to those listed in 205 CMR 3.28(3)(a) through (j), on the premises of a facility under the jurisdiction of the Commission is forbidden:
 - (a) Aminoimidazole carboxamide ribonucleotide (AICAR)
 - (b) Cobra venom or derivatives thereof
 - (c) Darbepoetin
 - (d) Equine Growth Hormone
 - (e) Erythropoietin (EPO)
 - (f) Hemopure
 - (g) myo-Inositol Tripyrophosphate (ITPP)
 - (h) Oxyglobin
 - (i) Snail venoms or derivatives thereof
 - (j) Thymosin beta
- (4) The use of Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy shall not be permitted unless the following conditions are met:
 - (a) Any treated horse shall not be permitted to race or qualify for a minimum of ten days following treatment;
 - (b) The use of Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy machines shall be limited to veterinarians licensed to practice by the Commission using registered and approved machines;
 - (c) Any Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy machines on the association grounds must be registered with and approved by the official veterinarian or his or her designee before use.
 - (d) All Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy treatments must be reported within one day to the official veterinarian or his or her designee on the prescribed form. The horse shall be added to a list of ineligible horses.
 - (e) Any person participating in the use of ESWT and/or the possession of ESWT machines in violation of 205 CMR 3.28(4) shall be considered to have committed a Prohibited Practice and is subject to a Class A Penalty.
- (5) The use of a nasogastric tube (a tube longer than six inches) for the administration of any substance within 24 hours prior to the post time of the race in which the horse is entered is prohibited without the prior permission of the official veterinarian or his or her designee.

3.29: Medications and Prohibited Substances

- (1) **Aggravating and Mitigating Factors.** Upon a finding of a violation of 205 CMR 3.29, the judges shall consider the classification level of the violation as listed at the time of the violation in the *Uniform Classification Guidelines for Foreign Substances* as promulgated by the Association of Racing Commissioners International (ARCI) and impose penalties and disciplinary measures consistent with the recommendations contained therein. The judges shall also consult with the official veterinarian, laboratory director or other individuals to determine the seriousness of the laboratory finding or the medication violation. All medication and drug violations shall be investigated and reviewed on a case by case basis. Extenuating factors include, but are not limited to:
 - (a) The past record of the trainer, veterinarian and owner in drug cases;
 - (b) The potential of the drug(s) to influence a horse's racing performance;
 - (c) The legal availability of the drug;
 - (d) Whether there is reason to believe the responsible party knew of the administration of the drug or intentionally administered the drug;
 - (e) The steps taken by the trainer to safeguard the horse;
 - (f) The probability of environmental contamination or inadvertent exposure due to human drug use;
 - (g) The purse of the race;

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3.29: continued

- (h) Whether the drug found was one for which the horse was receiving a treatment as determined by the Medication Report Form;
- (i) Whether there was any suspicious betting pattern in the race, and;
- (j) Whether the licensed trainer was acting under the advice of a licensed veterinarian.

As a result of the investigation, there may be mitigating circumstances for which a lesser or no penalty is appropriate for the licensee and aggravating factors, which may increase the penalty beyond the minimum.

(2) **Penalties.**

- (a) In issuing penalties against individuals found guilty of medication and drug violations a regulatory distinction shall be made between the detection of therapeutic medications used routinely to treat racehorses and those drugs that have no reason to be found at any concentration in the test sample on race day.
- (b) If a licensed veterinarian is administering or prescribing a drug not listed in the ARCI *Uniform Classification Guidelines for Foreign Substances*, the identity of the drug shall be forwarded to the official veterinarian to be forwarded to the Racing Medication and Testing Consortium for classification.
- (c) Any drug or metabolite thereof found to be presenting a pre- or post-race sample which is not classified in the version of the ARCI *Uniform Classification Guidelines for Foreign Substances* in effect at the time of the violation shall be assumed to be a ARCI Class 1 Drug and the trainer and owner shall be subject to those penalties as set forth in schedule "A" therein unless satisfactorily demonstrated otherwise by the Racing Medication and Testing Consortium, with a penalty category assigned.
- (d) Any licensee of the Commission, including veterinarians, found to be responsible for the improper or intentional administration of any drug resulting in a positive test may, after proper notice and hearing, be subject to the same penalties set forth for the licensed trainer.
- (e) Procedures shall be established to ensure that a licensed trainer is not able to benefit financially during the period for which the individual has been suspended. This includes, but is not limited to, ensuring that horses are not transferred to licensed family members.
- (f) **Multiple Medication Violations (MMV).**

1. A trainer who receives a penalty for a medication violation based upon a horse testing positive for a Class 1-5 medication with Penalty Class A-D, as provided in the version of the ARCI *Uniform Classification Guidelines for Foreign Substances* in effect at the time of the violation, shall be assigned points based upon the medication's ARCI Penalty Guideline as follows:

Class	Points If Controlled Therapeutic Substance	Points If Non-controlled Substance
Class A ¹	N/A	6
Class B	2	4
Class C	1	2
Class D	½	1

2. The points assigned to a medication violation shall be included in the Judges' ruling. Such ruling shall determine, in the case of multiple positive tests as described in 205 CMR 3.29(2)(f)4., whether they shall thereafter constitute a single violation. The Judges' ruling shall be posted on the official website of the Association of Racing Commissioners International. If an appeal is pending, that fact shall be noted in such ruling. No points shall be applied until a final adjudication of the enforcement of any such violation.

¹ Except for Class 1 and 2 environmental contaminants, e.g., cocaine which shall be determined by the Judges based upon the facts of the case.

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3.29: continued

3. A trainer's cumulative points for violations in all racing jurisdictions shall be maintained and certified by the Association of Racing Commissioners International. Once all appeals are waived or exhausted, the points shall immediately become part of the trainer's official ARCI record and shall then subject the trainer to the mandatory enhanced penalties by the Judges or Commission as provided in 205 CMR 3.29(2)(f).
4. Multiple positive tests for the same medication incurred by a licensed trainer prior to delivery of official notice by the Commission may be treated as a single violation.
5. The official ARCI record shall constitute *prima facie* evidence of a licensed trainer's past record of violations and cumulative points. Nothing in 205 CMR 3.29(2)(f) shall be construed to confer upon a licensed trainer the right to appeal a violation for which all remedies have been exhausted or for which the appeal time has expired as provided by applicable law.
6. The Judges or Commission shall include all points for violations in all racing jurisdictions as contained in the trainer's official ARCI record when determining whether the mandatory enhancements provided in 205 CMR 3.29(2)(f) shall be imposed.
7. In addition to the penalty for the underlying offense, the following enhancements shall be imposed upon a licensed trainer based upon the cumulative points contained in his or her official ARCI record:

Points	Suspension in Days
3-5.5	30
6-8.5	60
9-10.5	180
11 or more	360

MMV's are not a substitute for the current penalty system outlined in 205 CMR 3.29(2)(a) through (d) and are intended to be an additional uniform penalty when the licensed trainer:

- a. Has more than one violation for the relevant time period, and
 - b. Exceeds the permissible number of points.
8. The suspension periods as provided above, shall run consecutive to any suspension imposed for the underlying offense.
 9. The Judges' ruling shall distinguish between the penalty for the underlying offense and the enhancement based upon the licensed trainer's cumulative points.
 10. Any trainer who has received a medication violation may petition the ARCI to expunge the points received for the violation for the purpose of the MMV system only. The points shall be expunged as follows:

Penalty Classification	Time to Expungement
A	Permanent
B	3 years
C	2 years
D	1 year

(3) Medication Restrictions:

(a) A finding by the commission approved laboratory of a prohibited drug, chemical or other substance in a test specimen of a horse is *prima facie* evidence that the prohibited drug, chemical or other substance was administered to the horse and, in the case of a post-race test, was present in the horse's body while it was participating in a race. Prohibited substances include:

1. Drugs or medications for which no acceptable threshold concentration has been established;

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3.29: continued

2. Controlled therapeutic medications in excess of established threshold concentrations or administration within the restricted time period as set forth in the version of the ARCI Controlled Therapeutic Medication Schedule in effect at the time of the violation;
 3. Substances present in the horse in excess of concentrations at which such substances could occur naturally; and
 4. Substances foreign to a horse at concentrations that cause interference with testing procedures.
- (b) Except as otherwise provided by 205 CMR 3.00, a person may not administer or cause to be administered by any means to a horse a prohibited drug, medication, chemical or other substance, including any restricted medication pursuant to 205 CMR 3.00 during the 24-hour period before post time for the race in which the horse is entered.
- (4) **Medical Labeling.**
- (a) No person on association grounds where horses are lodged or kept, excluding licensed veterinarians, shall have in or upon association grounds which that person occupies or has the right to occupy, or in that person's personal property or effects or vehicle in that person's care, custody or control, a drug, medication, chemical, foreign substance or other substance that is prohibited in a horse on a race day unless the product is labeled in accordance with 205 CMR 3.29(4).
 - (b) Any drug or medication which is used or kept on association grounds and which, by federal or state law, requires a prescription must have been validly prescribed by a duly licensed veterinarian, and in compliance with the applicable state statutes. All such allowable medications must have a prescription label which is securely attached and clearly ascribed to show the following:
 1. The name of the product;
 2. The name, address and telephone number of the veterinarian prescribing or dispensing the product;
 3. The name of each patient (horse) for whom the product is intended/prescribed;
 4. The dose, dosage, duration of treatment and expiration date of the prescribed/dispensed product; and
 5. The name of the person (trainer) to whom the product was dispensed.
- (5) **Non-steroidal Anti-inflammatory Drugs (NSAIDs).** The use of one of three approved NSAIDs shall be permitted under the following conditions:
- (a) Not to exceed the following permitted serum or plasma threshold concentrations which are consistent with administration by a single intravenous injection at least 24 hours before the post time for the race in which the horse is entered:
 1. Phenylbutazone. two micrograms per milliliter;
 2. Flunixin. 20 nanograms per milliliter;
 3. Ketoprofen. ~~ten~~ two nanograms per milliliter.
 - (b) These or any other NSAID are prohibited to be administered within the 24 hours before post time for the race in which the horse is entered.
 - (c) The presence of more than one of the three approved NSAIDs, in the post-race serum or plasma sample is not permitted.
 1. A finding of phenylbutazone below a concentration of .5 microgram per milliliter of blood serum or plasma shall not constitute a violation of 205 CMR 3.29(5).
 2. A finding of flunixin below a concentration of three nanograms per milliliter of blood serum or plasma shall not constitute a violation of 205 CMR 3.29(5).
 - (d) The use of all but one of the approved NSAIDs shall be discontinued at least 48 hours before the post time for the race in which the horse is entered.
 - (e) The presence of any unapproved NSAID in the post-race serum or plasma sample is not permitted.
- (6) **Furosemide.**
- (a) In order for a horse to be placed on the Furosemide List the following process must be followed.
 1. After the horse's licensed trainer and licensed veterinarian determine that it would be in the horse's best interests to race with furosemide the official veterinarian or his or her designee shall be notified using the prescribed form, that the horse is to be put on the Furosemide List.

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3.29: continued

2. The form must be received by the official veterinarian or his or her designee by the time of entry.
 3. A horse placed on the official Furosemide List must remain on that list unless the licensed trainer and licensed veterinarian submit a written request to remove the horse from the list. The request must be made to the official veterinarian or his or her designee, on the proper form, no later than the time of entry.
 4. After a horse has been removed from the Furosemide List, the horse may not be placed back on the list for a period of 60 calendar days unless it is determined to be detrimental to the welfare of the horse, in consultation with the official veterinarian. If a horse is removed from the official Furosemide List a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
 5. Furosemide shall only be administered on association grounds.
 6. Furosemide shall be the only authorized bleeder medication.
 7. The use of furosemide shall not be permitted in two year olds.
- (b) The use of furosemide shall be permitted under the following circumstances on association grounds where a detention barn is not utilized:
1. Furosemide shall be administered by single intravenous injection no less than four hours prior to post time for the race for which the horse is entered.
 2. The furosemide dosage administered shall not exceed 250 mg. nor be less than 150 mg.
 3. After treatment, the horse shall be required by the Commission to remain in the proximity of its stall in the care, custody and control of its trainer or the trainer's designated representative under general association and/or Commission security surveillance until called to the saddling paddock.
- (c) Test results must show a detectable concentration of the drug in the post-race serum, plasma or urine sample.
1. The specific gravity of post-race urine samples may be measured to ensure that samples are sufficiently concentrated for proper chemical analysis. The specific gravity shall not be below 1.010. If the specific gravity of the urine is found to be below 1.010 or if a urine sample is unavailable for testing, quantitation of furosemide in serum or plasma shall be performed;
 2. Quantitation of furosemide in serum or plasma shall be performed when the specific gravity of the corresponding urine sample is not measured or if measured below 1.010. Concentrations may not exceed 100 nanograms of furosemide per milliliter of serum or plasma.
- (d) A horse which has been placed on the Furosemide List in another jurisdiction pursuant to 205 CMR 3.00 shall be placed on the Furosemide List in this jurisdiction. A notation on the horse's electronic eligibility certificate of such shall suffice as evidence of being on a Furosemide List in another jurisdiction.

(7) Bleeder List.

- (a) The official veterinarian shall maintain a Bleeder List of all horses, which have demonstrated external evidence of exercise induced pulmonary hemorrhage from one or both nostrils during or after a race or workout as observed by the official veterinarian.
- (b) Every confirmed bleeder, regardless of age, shall be placed on the Bleeder List and be ineligible to race for the minimum following time periods:
 1. First incident - 14 days;
 2. Second incident - 30 days;
 3. Third incident - 180 days;
 4. Fourth incident - barred for racing lifetime.
- (c) For the purposes of counting the number of days a horse is ineligible to run, the day the horse bled externally is the first day of the recovery period.
- (d) The voluntary administration of furosemide without an external bleeding incident shall not subject the horse to the initial period of ineligibility as defined by 205 CMR 3.29(7).
- (e) A horse which has been placed on a Bleeder List in another jurisdiction pursuant to rules similar to 205 CMR 3.29(7) shall be placed on a Bleeder List in this jurisdiction.

3.29: continued

(8) Androgenic-anabolic Steroids (AAS):

(a) No AAS shall be permitted in test samples collected from racing horses except for residues of the major metabolite of ~~stanozolol~~, nandrolone, and the naturally occurring substances boldenone and testosterone at concentrations less than the indicated thresholds.

(b) Concentrations of these AAS shall not exceed the following plasma or serum thresholds for unchanged (*i.e.* not conjugated) substance or urine threshold concentrations for total (*i.e.*, free drug or metabolite and drug or metabolite liberated from its conjugates):

~~1. Stanozolol: 1 ng/ml of total 16 β -hydroxystanozolol (metabolite of stanozolol) in urine of all horses regardless of sex, or 25 pg/ml of stanozolol in plasma or serum of all horses regardless of sex;~~

1. Boldenone: 15 ng/ml of total boldenone in urine of male horses other than geldings, or 25 pg/ml of boldenone in plasma or serum of all horses regardless of sex;

2. Nandrolone: 1 ng/ml of total nandrolone in urine, or 25 pg/ml of nandrolone in plasma or serum for geldings, fillies, and mares.

3. Testosterone:

a. In Geldings. 20 ng/ml total testosterone in urine, or 25 pg/ml of testosterone in plasma or serum;

b. In Fillies and Mares. 55 ng/ml total testosterone in urine, or 25 pg/ml of testosterone in plasma or serum.

(c) Any other anabolic steroids are prohibited in racing horses.

(d) Post-race urine samples must have the sex of the horse identified to the laboratory.

(9) Alkalinizing Substances. The use of agents that elevate the horse's TCO₂ or Base excess level above those existing naturally in the untreated horse at normal physiological concentrations is prohibited. The following levels also apply to blood gas analysis:

(a) The regulatory threshold for TCO₂ is 37.0 millimoles per liter of plasma/serum or a base excess level of 10.0 millimoles, and;

(b) The decision level to be used for the regulation of TCO₂ is 37.0 millimoles per liter of plasma/serum plus the measurement uncertainty of the laboratory analyzing the sample or a base excess level of 10.4 millimoles per liter of plasma/serum.

↓ for fillies, mares, and geldings, or 45 ng/ml (as 5 α -estrane-3 β , 17 α -diol) in urine, in male horses other than geldings,

4.51: continued

- (d) All Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy treatments must be reported within one day to the official veterinarian or his or her designee on the prescribed form. The horse shall be added to a list of ineligible horses.
- (e) Any person participating in the use of ESWT and/or the possession of ESWT machines in violation of 205 CMR 4.00 shall be considered to have committed a Prohibited Practice and is subject to a Class A Penalty.
- (5) The use of a nasogastric tube (a tube longer than six inches) for the administration of any substance within 24 hours prior to the post time of the race in which the horse is entered is prohibited without the prior permission of the official veterinarian or his or her designee.

4.52: Medications and Prohibited Substances

(1) Aggravating and Mitigating Factors. Upon a finding of a violation of 205 CMR 4.50 through 4.53, the stewards shall consider the classification level of the violation as listed at the time of the violation in the *Uniform Classification Guidelines for Foreign Substances* as promulgated by the Association of Racing Commissioners International (ARCI) and impose penalties and disciplinary measures consistent with the recommendations contained therein. The stewards may consult with the official veterinarian, laboratory director or other individuals to determine the seriousness of the laboratory finding or the medication violation. All medication and drug violations shall be investigated and reviewed on a case by case basis. Extenuating factors include, but are not limited to:

- (a) The past record of the trainer, veterinarian and owner in drug cases;
- (b) The potential of the drug(s) to influence a horse's racing performance;
- (c) The legal availability of the drug;
- (d) Whether there is reason to believe the responsible party knew of the administration of the drug or intentionally administered the drug;
- (e) The steps taken by the trainer to safeguard the horse;
- (f) The probability of environmental contamination or inadvertent exposure due to human drug use;
- (g) The purse of the race;
- (h) Whether the drug found was one for which the horse was receiving a treatment as determined by the Medication Report Form;
- (i) Whether there was any suspicious betting pattern in the race; and
- (j) Whether the licensed trainer was acting under the advice of a licensed veterinarian.

As a result of the investigation, there may be mitigating circumstances for which a lesser or no penalty is appropriate for the licensee and aggravating factors, which may increase the penalty beyond the minimum.

(2) Penalties.

- (a) In issuing penalties against individuals found guilty of medication and drug violations a regulatory distinction shall be made between the detection of therapeutic medications used routinely to treat racehorses and those drugs that have no reason to be found at any concentration in the test sample on race day.
- (b) If a licensed veterinarian is administering or prescribing a drug not listed in the ARCI *Uniform Classification Guidelines for Foreign Substances*, the identity of the drug shall be forwarded to the official veterinarian to be forwarded to the Racing Medication and Testing Consortium for classification.
- (c) Any drug or metabolite thereof found to be presenting a pre- or post-race sample which is not classified in the version of the ARCI Uniform Classification Guidelines for Foreign Substances in effect at the time of the violation shall be assumed to be a ARCI Class 1 Drug and the trainer and owner shall be subject to those penalties as set forth in schedule "A" therein unless satisfactorily demonstrated otherwise by the Racing Medication and Testing Consortium, with a penalty category assigned.
- (d) Any licensee of the Commission, including veterinarians, found to be responsible for the improper or intentional administration of any drug resulting in a positive test may, after proper notice and hearing, be subject to the same penalties set forth for the licensed trainer.
- (e) Procedures shall be established to ensure that a licensed trainer is not able to benefit financially during the period for which the individual has been suspended. This includes, but is not limited to, ensuring that horses are not transferred to licensed family members.

4.52: continued

(f) **Multiple Medication Violations (MMV).**

1. A trainer who receives a penalty for a medication violation based upon a horse testing positive for a Class 1-5 medication with Penalty Class A-D, as provided in the version of the ARCI *Uniform Classification Guidelines for Foreign Substances* in effect at the time of the violation, shall be assigned points based upon the medication's ARCI Penalty Guideline as follows:

Class	Points If Controlled Therapeutic Substance	Points If Non-controlled Substance
Class A ¹	N/A	6
Class B	2	4
Class C	1	2
Class D	½	1

2. The points assigned to a medication violation shall be included in the Stewards' ruling. Such ruling shall determine, in the case of multiple positive tests as described in 205 CMR 4.52(2)(f)4., whether they shall thereafter constitute a single violation. The Stewards' ruling shall be posted on the official website of the Association of Racing Commissioners International. If an appeal is pending, that fact shall be noted in such ruling. No points shall be applied until a final adjudication of the enforcement of any such violation.

3. A trainer's cumulative points for violations in all racing jurisdictions shall be maintained and certified by the Association of Racing Commissioners International. Once all appeals are waived or exhausted, the points shall immediately become part of the trainer's official ARCI record and shall then subject the trainer to the mandatory enhanced penalties by the Stewards or Commission as provided in 205 CMR 4.52(2)(f).

4. Multiple positive tests for the same medication incurred by a trainer prior to delivery of official notice by the Commission may be treated as a single violation.

5. The official ARCI record shall constitute *prima facie* evidence of a licensed trainer's past record of violations and cumulative points. Nothing in 205 CMR 4.52(2)(f) shall be construed to confer upon a licensed trainer the right to appeal a violation for which all remedies have been exhausted or for which the appeal time has expired as provided by applicable law.

6. The Stewards or Commission shall include all points for violations in all racing jurisdictions as contained in the trainer's official ARCI record when determining whether the mandatory enhancements provided in 205 CMR 4.52(2)(f) shall be imposed.

7. In addition to the penalty for the underlying offense, the following enhancements shall be imposed upon a licensed trainer based upon the cumulative points contained in his or her official ARCI record:

Points	Suspension in Days
3-5.5	30
6-8.5	60
9-10.5	180
11 or more	360

MMV's are not a substitute for the current penalty system set forth in 205 CMR 4.52(2)(a) through (d) and are intended to be an additional uniform penalty when the licensed trainer:

¹ Except for Class 1 and 2 environmental contaminants, e.g., cocaine which shall be determined by the Stewards based upon the facts of the case.

4.52: continued

- a. Has more than one violation for the relevant time period; and
 - b. Exceeds the permissible number of points.
8. The suspension periods as provided above, shall run consecutive to any suspension imposed for the underlying offense.
 9. The Stewards' ruling shall distinguish between the penalty for the underlying offense and the enhancement based upon the licensed trainer's cumulative points.
 10. Any trainer who has received a medication violation may petition the ARCI to expunge the points received for the violation for the purpose of the MMV system only. The points shall be expunged as follows:

Penalty Classification	Time to Expungement
A	Permanent
B	3 years
C	2 years
D	1 year

(3) Medication Restrictions.

(a) A finding by the commission approved laboratory of a prohibited drug, chemical or other substance in a test specimen of a horse is *prima facie* evidence that the prohibited drug, chemical or other substance was administered to the horse and, in the case of a post-race test, was present in the horse's body while it was participating in a race. Prohibited substances include:

1. Drugs or medications for which no acceptable threshold concentration has been established;
2. Controlled therapeutic medications in excess of established threshold concentrations or administration within the restricted time period as set forth in the version of the ARCI Controlled Therapeutic Medication Schedule in effect at the time of the violation;
3. Substances present in the horse in excess of concentrations at which such substances could occur naturally; and
4. Substances foreign to a horse at concentrations that cause interference with testing procedures.

(b) Except as otherwise provided by 205 CMR 4.00, a person may not administer or cause to be administered by any means to a horse a prohibited drug, medication, chemical or other substance, including any restricted medication pursuant to 205 CMR 4.00 during the 24-hour period before post time for the race in which the horse is entered.

(4) Medical Labeling.

(a) No person on association grounds where horses are lodged or kept, excluding licensed veterinarians, shall have in or upon association grounds which that person occupies or has the right to occupy, or in that person's personal property or effects or vehicle in that person's care, custody or control, a drug, medication, chemical, foreign substance or other substance that is prohibited in a horse on a race day unless the product is labeled in accordance with 205 CMR 4.52(4).

(b) Any drug or medication which is used or kept on association grounds and which, by federal or state law, requires a prescription must have been validly prescribed by a duly licensed veterinarian, and in compliance with the applicable state statutes. All such allowable medications must have a prescription label which is securely attached and clearly ascribed to show the following:

1. The name of the product;
2. The name, address and telephone number of the veterinarian prescribing or dispensing the product;
3. The name of each patient (horse) for whom the product is intended/prescribed;
4. The dose, dosage, duration of treatment and expiration date of the prescribed/dispensed product; and
5. The name of the person (trainer) to whom the product was dispensed.

4.52: continued

(5) Non-steroidal Anti-inflammatory Drugs (NSAIDs).

(a) The use of one of three approved NSAIDs shall be permitted under the following conditions:

1. Not to exceed the following permitted serum or plasma threshold concentrations which are consistent with administration by a single intravenous injection at least 24 hours before the post time for the race in which the horse is entered:
 - a. Phenylbutazone - two micrograms per milliliter;
 - b. Flunixin - 20 nanograms per milliliter;
 - c. Ketoprofen - ~~ten~~ nanograms per milliliter. → two
2. These or any other NSAID are prohibited to be administered within the 24 hours before post time for the race in which the horse is entered.
3. The presence of more than one of the three approved NSAIDs, in the post-race serum or plasma sample is not permitted.
 - a. A finding of phenylbutazone below a concentration of .5 microgram per milliliter of blood serum or plasma shall not constitute a violation of 205 CMR 4.52(5).
 - b. A finding of flunixin below a concentration of three nanograms per milliliter of blood serum or plasma shall not constitute a violation of 205 CMR 4.52(5).
4. The use of all but one of the approved NSAIDs shall be discontinued at least 48 hours before the post time for the race in which the horse is entered.

(b) The presence of any unapproved NSAID in the post-race serum or plasma sample is not permitted.

(6) Furosemide.

(a) In order for a horse to be placed on the Furosemide List the following process must be followed.

1. After the horse's licensed trainer and licensed veterinarian determine that it would be in the horse's best interests to race with furosemide the official veterinarian or his or her designee shall be notified using the prescribed form, that the horse is to be put on the Furosemide List.
2. The form must be received by the official veterinarian or his or her designee by the time of entry.
3. A horse placed on the official Furosemide List must remain on that list unless the licensed trainer and licensed veterinarian submit a written request to remove the horse from the list. The request must be made to the official veterinarian or his or her designee, on the proper form, no later than the time of entry.
4. After a horse has been removed from the Furosemide List, the horse may not be placed back on the list for a period of 60 calendar days unless it is determined to be detrimental to the welfare of the horse, in consultation with the official veterinarian. If a horse is removed from the official Furosemide List a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
5. Furosemide shall only be administered on association grounds.
6. Furosemide shall be the only authorized bleeder medication

(b) The use of furosemide shall be permitted under the following circumstances on association grounds where a detention barn is not utilized:

1. Furosemide shall be administered by single intravenous injection no less than four hours prior to post time for the race for which the horse is entered.
2. The furosemide dosage administered shall not exceed 500 mg. nor be less than 150 mg.
3. After treatment, the horse shall be required by the Commission to remain in the proximity of its stall in the care, custody and control of its trainer or the trainer's designated representative under general association and/or Commission security surveillance until called to the saddling paddock.

(c) Test results must show a detectable concentration of the drug in the post-race serum, plasma or urine sample.

1. The specific gravity of post-race urine samples may be measured to ensure that samples are sufficiently concentrated for proper chemical analysis. The specific gravity shall not be below 1.010;
2. Quantitation of furosemide in serum or plasma may be performed. Concentrations may not exceed 100 nanograms of furosemide per milliliter of serum or plasma.

4.52: continued

(d) A horse which has been placed on a Furosemide List in another jurisdiction pursuant to rules similar to 205 CMR 4.52(6) shall be placed on a Furosemide List in this jurisdiction. A notation on the horse's foal papers of such shall suffice as evidence of being on a Furosemide List in another jurisdiction.

(7) Bleeder List.

(a) The official veterinarian shall maintain a Bleeder List of all horses, which have demonstrated external evidence of exercise induced pulmonary hemorrhage from one or both nostrils during or after a race or workout as observed by the official veterinarian.

(b) Every confirmed bleeder, regardless of age, shall be placed on the Bleeder List and be ineligible to race for the following minimum time periods:

1. First incident - 14 days;
2. Second incident - 30 days;
3. Third incident - 180 days;
4. Fourth incident - barred for racing lifetime.

(c) For the purposes of counting the number of days a horse is ineligible to run, the day the horse bled externally is the first day of the recovery period.

(d) The voluntary administration of furosemide without an external bleeding incident shall not subject the horse to the initial period of ineligibility as defined by 205 CMR 4.52(7).

(e) A horse which has been placed on a Bleeder List in another jurisdiction pursuant to rules similar to 205 CMR 4.52(7) shall be placed on a Bleeder List in this jurisdiction.

(8) Androgenic-anabolic Steroids (AAS).

(a) No AAS shall be permitted in test samples collected from racing horses except for residues of the major metabolite of ~~stanozolol~~, nandrolone, and the naturally occurring substances boldenone and testosterone at concentrations less than the indicated thresholds.

(b) Concentrations of these AAS shall not exceed the following plasma or serum thresholds for unchanged (*i.e.* not conjugated) substance or urine threshold concentrations for total (*i.e.*, free drug or metabolite and drug or metabolite liberated from its conjugates):

- ~~1. Stanozolol. 1 ng/ml of total 16 β -hydroxystanozolol (metabolite of stanozolol) in urine of all horses regardless of sex, or 25 pg/ml of stanozolol in plasma or serum of all horses regardless of sex;~~
- ~~2. Boldenone. 15 ng/ml of total boldenone in urine of male horses other than geldings, or 25 pg/ml of boldenone in plasma or serum of all horses regardless of sex;~~
- ~~3. Nandrolone. 1 ng/ml of total nandrolone in urine, or 25 pg/ml of nandrolone in plasma or serum for geldings, fillies, and mares.~~
- ~~4. Testosterone.~~
 - a. In Geldings. 20 ng/ml total testosterone in urine, or 25 pg/ml of testosterone in plasma or serum;
 - b. In Fillies and Mares. 55 ng/ml total testosterone in urine, or 25 pg/ml of testosterone in plasma or serum.

(c) Any other anabolic steroids are prohibited in racing horses.

(d) Post-race urine samples must have the sex of the horse identified to the laboratory.

(9) Alkalinizing Substances. The use of agents that elevate the horse's TCO₂ or base excess level above those existing naturally in the untreated horse at normal physiological concentrations is prohibited. The following levels also apply to blood gas analysis:

(a) The regulatory threshold for TCO₂ is 37.0 millimoles per liter of plasma/serum or a base excess level of 10.0 millimoles, and;

(b) The decision level to be used for the regulation of TCO₂ is 37.0 millimoles per liter of plasma/serum plus the measurement uncertainty of the laboratory analyzing the sample, or a base excess level of 10.4 millimoles per liter of plasma/serum.

4.53: Out of Competition Testing for Blood and/or Gene Doping Agents

(1) Any horse on the grounds at a racetrack or training center under the jurisdiction of the commission; or under the care or control of trainer or owner licensed by the commission is subject to testing for blood and/or gene doping agents without advance notice.

for fillies, mares and geldings or 45 ng/ml (as 5 α -estrane-3 β , 17 α -diol) in urine in male horses other than geldings,

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3.08: continued

- (3) If a dead heat is for first place, each horse shall be considered a winner of the amount received according to the preceding rule.
- (4) When a dead heat is run for first, second, third, or fourth place and an objection is made to one of the horses in the dead heat and sustained the remaining horse in the dead heat shall be deemed the winner of the position in question.
- (5) When a dead heat is run for second place and an objection is made to the winner of the race, and sustained, the horses that run the dead heat shall be deemed to have run a dead heat for first place.
- (6) Owners shall divide equally all monies and other prizes and if no agreement can be reached as to which of them shall receive the cup, plate or other indivisible prize, they shall draw lots for it in the presence of one or more of the Judges.

3.09: Drivers

- (1) Every driver shall, at the request of the Judges, undergo a physical examination to determine his or her fitness to drive. The report of such examination duly signed by the examining physician shall be filed with the Judges.
- (2) All drivers shall, at the request of the Judges, be required to take an eye test. The report of such examination duly signed by the examining physician or optometrist shall be filed with the Judges.

3.10: Forfeitures and Suspensions

- (1) No racing official other than the Judges and the Starter shall have the right to impose a forfeiture or suspension.
- (2) The Judges may not rescind a forfeiture, except with the approval of the Commission.
- (3) A racing official imposing a forfeiture or suspension shall report it promptly to the Clerk of Course in writing.
- (4) No entry in any race shall be accepted for a horse owned wholly or in part by, or trained by, a person whose husband or wife is under license suspension at time of such entry; except that, if the license of a driver has been suspended for a routine driving offense, the judges may waive 205 CMR 3.10(4).
- (5) All forfeitures shall be paid to the Gaming Commission within 48 hours after imposition.
- (6) Suspensions shall be for consecutive calendar days.
- (7) Any Official, Owner, Trainer or any person licensed by the Massachusetts State Gaming Commission who shall obtain food, feed, shelter, drugs, transportation, services for horses, veterinary services or supplies for himself or others whether they be licensed or not, and fails to pay the fair market value to the person or persons from whom said services or supplies are obtained shall be guilty of conduct detrimental to the best interest of racing and may be suspended at the discretion of the Judges or the Commission, however, neither the Association nor the Massachusetts Gaming Commission shall be obligated to collect debts from horsemen or other personnel licensed by the Commission.

3.11: General Rules

- (1) The definitions and interpretations of racing terms, heretofore set forth as well as 205 CMR 3.01, are to be considered in connection with 205 CMR 3.00 and as part of 205 CMR 3.00.

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3.11: continued

(2) All owners and trainers of horses and their stable employees are subject to M.G.L. c. 128A and 205 CMR 3.00 immediately upon acceptance and occupancy of stabling accommodations from or approved by an Association or upon making entry to run on its track.

(3) Owners, trainers and stable employees shall abide by M.G.L. c. 128A and 205 CMR 3.00 and accept the decision of the Judges on any and all questions to which their authority extends, subject to their right of appeal to the Commission.

(4) Every person participating in and every patron of a licensed Race Meeting shall abide by M.G.L. c. 128A and 205 CMR 3.00, and accept the Judges' decisions on any and all questions to which their authority extends, subject to the right of appeal to the Commission.

(5) Every person who drives a horse on a track licensed by the Commission, whether exercising, warming up or driving in a race shall wear a protective helmet of a type approved by the Judges.

(6) For the period of two hours before post time of the first race of the day and until the racing program of the day has been completed, every person who drives a horse on a track licensed by the Commission, whether warming up for a race or driving in a race shall wear his or her registered colors, which must be distinguishable at all times.

(7) No person shall use improper, profane or indecent language to a racing official.

(8) No person shall in any manner, or at any time, disturb the peace or make himself or herself obnoxious on the grounds of the Association.

(9) Any person, who participates in an unrecognized meeting anywhere, either as a racing official or as an owner, trainer or driver, may be adjudged guilty of conduct detrimental to racing.

(10) No person or horse ruled off, or under full suspension by the United States Trotting Association shall be admitted to the grounds of any Association.

(11) No person, other than an official of the Commission, shall be allowed in the Judges' Stand; the space occupied by the Clerk of Course; the Timers Stand; and the space occupied by the Program Director and his or her assistants for the period from ½ hour before post time of the first race of the day until the last race has been declared "official" unless permission is obtained from the Judges for each entry. Associations shall take such steps as are necessary to assist the Judges in carrying out the provisions of 205 CMR 3.11(11).

(12) Any person who has been convicted by any court anywhere for illegal possession, sale or giving away of narcotics may be ruled off.

(13) If any owner, trainer, driver, stable employee, or other person solicit bets from the public by correspondence or other methods, to be made on any horse which is to run on a track in Massachusetts, such person or persons shall be ruled off.

(14) When a person is ruled off a course or suspended, every horse owned in whole or part by him or her shall be ineligible to be entered or to start in any race until said horse has been reinstated either by the rescinding of his or her owner's penalty or his or her transfer through *bona fide* sale to an ownership acceptable to the Judges.

(15) When a person is suspended by the Judges of the meeting "from driving only" the ruling of the Judges shall state whether or not the person suspended shall have the privilege of the paddock during the period of his or her suspension.

(16) When a person is ruled off a course or suspended, any horse which is under his or her care, management, training or superintendence shall not be qualified to be entered or to start in any race until said horse has been reinstated by the rescinding of said person's penalty or by the placement of the horse in the hand of a licensed trainer and the approval of the transfer by the Judges.

*that meets the
current safety
standards of the
Association of
Racing
Commissioners
International
Model Rules
of Racing.*

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3.11: continued

(17) When a person is ruled off a course or suspended, he or she shall not be qualified, whether acting as agent or otherwise to subscribe for or to enter or run any horse in any race either in his or her own name or in that of any other person until the rescinding of that person's penalty.

(18) Any horse that has been the subject of fraudulent practice may be disqualified.

(19) When a person is ruled off for any fraudulent practice in relation to a particular horse, wholly or partly belonging to him or her, he or she shall return all money or prizes that such horse has fraudulently won.

(20) Violators of any rule will be subject to ejection from the grounds, and/or to forfeiture, suspension or ruling off.

(21) Complaints against a racing official other than a judge or his or her assistant shall be made to the judges in writing and be signed by the complainant. Complaints against a judge shall be made in writing to the Commission and be signed by the complainant.

(22) Printed for each racing day shall be a program compiled by the Program Director which shall contain the names of the horses that are to run in the races for that day, these names to appear in the order of their post positions, the said position to be designated by numerals placed at the left and in line with the name of the horses in each race, which shall also be prominently displayed on each horse. The program shall also contain, in addition to the horse's name, its sex, color, age, sire and dam; the owner's name and address; the name of the trainer; the driver's name, date of birth, and colors; class and/or sub-group of race; as many performance lines of the current or preceding year as the USTA deems appropriate; an indication if the driver is racing with a provisional license, and any other useful information approved by the judges.

(23) Before a horse may go an official time workout before the Judges, he or she must first be posted in the entry room of the Association as being classified in the preferred or invitational category at the current meeting in progress.

(24) Every Racing Association, the Commission or Judges investigating for violations of 205 CMR 3.00 shall have the right to permit persons authorized by any of them to search the person, or enter and search the building, stables, room, vehicles or other places within the grounds of the Association or at other places where horses which are eligible to race are kept together with the personal property and effects contained therein. Every licensed person or person permitted to pursue his or her occupation or employment within the grounds or any Association by accepting his or her license or such permission does thereby irrevocably consent to such search as aforesaid and waive and release all claims or possible actions for damages that he or she may have by virtue of any action taken under 205 CMR 3.00.

(25) No licensee or other person under the jurisdiction of the Commission shall subject or permit any animal under his or her control, custody or supervision to be subjected to or to incur any form of cruelty, mistreatment, neglect or abuse or abandon, injure, maim or kill or administer any noxious substance to or deprive any animal of necessary care or sustenance, shelter or veterinary care.

3.12: Judges

(1) The Judges shall have the power to interpret 205 CMR 3.00 and to decide all questions not specifically covered by them, such decisions to be reported to the Commission within 24 hours.

(2) In matters pertaining to racing, the orders of the Judges supersede the orders of the officers and directors of the Association.

(3) The Judges shall have general supervision over owners, trainers, drivers, grooms and other persons attendant on horses, and also over all the other officials of the meeting.

4.09: continued

(6) All the stockholders or members of a corporation which leases horses for racing purposes in the Commonwealth of Massachusetts and also all such corporations shall make and file with the Commission as and when requested by it, a report or reports containing such information as the Commission may specify; and upon refusal or failure to file such report or reports the Commission may refuse a license to any lessee or lessees of such corporation or may revoke any such license which it may have granted.

4.10: Corrupt Practices

(1) No person shall influence, induce or conspire or connive with or attempt so to do, any owner, trainer, jockey, agent, driver, groom or other person associated with or interested in or having charge of or access to any horse entered or to be entered in a race for the purpose of fraudulently affecting the ultimate result of such race.

(2) No person shall willfully enter, or cause to be entered, or start a horse that he or she knows or believes to be ineligible or disqualified.

(3) No person shall offer or receive money or any other benefit for declaring or scratching an entry from a race.

(4) No person shall conspire with any other person for the commission of, or connive with any other person in any corrupt or fraudulent practice in relation to racing nor shall he or she commit such act on his or her own account.

(5) No person without proper notice to the Stewards, shall be part owner or trainer of any horse in which a jockey has an interest.

(6) No person shall make a bet for the account of any jockey except the owner or trainer of the horse the jockey is riding, and then only on said horse.

(7) No person shall offer or give a jockey any money or other benefit in relation to a race, unless said person is the owner or trainer of the horse ridden in said race by said jockey.

(8) No person shall solicit bets on the grounds of an Association.

(9) No electrical or mechanical device or other expedient designed to increase or decrease the speed of a horse, (or that would tend so to do) other than the ordinary riding crop or spurs, shall be possessed by any one or applied by any one to a horse at any time on the grounds of an Association, during a Meeting whether in a race or otherwise.

(10) No person shall tamper or attempt to tamper with any horse in such a way as to affect its speed in a race, nor shall be counsel or in any way aid or abet any such tampering.

(11) No person shall assume or pay, directly or indirectly, a forfeiture imposed upon a jockey.

(12) No jockey's attendant shall make a bet on any race nor shall he or she place a bet for anyone else.

4.11: Rules of the Race

(1) Entries and Nominations.

(a) Entering. No horse shall be qualified to start unless it has been and continues to be entered.

4.11: continued

- (b) Procedure.
1. Entries and nominations shall be made with the racing secretary and shall not be considered until received by the racing secretary, who shall maintain a record of time of receipt of them for a period of one year.
 2. An entry shall be in the name of the horse's licensed owner and made by the owner, trainer or a licensed designee of the owner or trainer.
 3. Races printed in the condition book shall have preference over substitute and extra races.
 4. An entry must be in writing, by telephone or facsimile machine to the racing secretary. The entry must be confirmed in writing should the stewards or the racing secretary so request.
 5. The person making an entry shall clearly designate the horse so entered.
 6. No alteration may be made in any entry after the closing of entries, but an error may be corrected with permission of the stewards.
 7. No conditional entries will be accepted.
 8. No horse may be entered in more than one race (with the exception of stakes races) to be run on the same day on which pari-mutuel wagering is conducted.
 9. Any permitted medication or approved change of equipment must be declared at time of entry.
- (c) Coupled Entries.
1. Two or more horses that are entered in a race shall be joined as a mutuel entry and single betting interest if they are owned or leased in whole or in part by the same owner.
 2. No more than two horses having common ties through ownership or training may be entered in an overnight race. Under no circumstances may both horses of a coupled entry start to the exclusion of a single entry. When making a coupled entry, a preference for one of the horses must be made.
- (d) Nominations.
1. Any nominator to a stakes race may transfer or declare such nomination prior to closing.
 2. Any one of joint owners of a horse may make joint nominations and entries, and each such owner shall be jointly and severally liable for all payments due.
 3. Death of a horse, or a mistake in its entry when such horse is eligible, does not release the nominator or transferee from liability for all stakes fees due. No fees paid in connection with a nomination to a stakes race that is run shall be refunded, except as otherwise stated in the conditions of a stakes race.
 4. Death of a nominator to a stakes race shall not render void any subscription, entry or right of entry. All rights, privileges and obligations shall be attached to the legal heirs of the decedent or the successor owner of the horse.
 5. When a horse is sold privately or at public auction or claimed, stakes engagements shall be transferred automatically to its new owner; except when the horse is transferred to a person whose license is suspended or who is otherwise unqualified to race or enter the horse, then such nomination shall be void as of the date of such transfer.
 6. All stakes fees paid toward a stakes race shall be allocated to the winner unless otherwise provided by the conditions for the race. If a stakes race is not run for any reason, all such nomination fees paid shall be refunded.
- (e) Closings.
1. Entries for purse races and nominations to stakes races shall close at the time designated by the association in previously published conditions for such races. No entry, nomination or declaration shall be accepted after such closing time; except in the event of an emergency or if an overnight race fails to fill, the racing secretary may, with the approval of a steward, extend such closing time.
 2. Except as otherwise provided in the conditions for a stakes race, the deadline for accepting nominations and declarations is midnight of the day of closing, provided they are received in time for compliance with every other condition of the race.
- (f) Number of Starters in a Race. The maximum number of starters in any race shall be limited to the number of starting positions afforded by the association starting gate and its extensions. The number of horses that, in the opinion of the stewards, can be afforded a safe, fair and equal start may further limit the number of starters.

4.11: continued

- (g) Split or Divided Races.
 1. In the event a race is canceled or declared off, the association may split any overnight race for which postpositions have not been drawn.
 2. Where a overnight race is split, forming two or more separate races, the racing secretary shall give notice of not less than 15 minutes before such races are closed to grant time for making additional entries to such split races.
 - (h) Post Positions. Post positions for all races shall be determined by lot and shall be publicly drawn in the presence of a steward or steward designee.
 - (i) Also-eligible List.
 1. If the number of entries for a race exceeds the number of horses permitted to start, the racing secretary may create and post an also-eligible list.
 2. If any horse is scratched from a race for which an also-eligible list was created, a replacement horse shall be drawn from the also-eligible list into the race in order of preference. If none is preferred, a horse shall be drawn into the race from the also-eligible list by public lot.
 3. Any owner or trainer of a horse on the also-eligible list who does not wish to start the horse in such race shall so notify the racing secretary prior to scratch time for the race.
 - (j) Preferred List.
 1. The racing secretary shall maintain a list of entered horses eliminated from starting by a surplus of entries, and these horses shall constitute a preferred list and have preference. The manner in which the preferred list shall be maintained and all rules governing such list shall be the responsibility of the racing secretary. Such rules must be submitted to the Commission 30 days prior to the commencement of the race meeting and are subject to the approval of the Commission.
 2. A copy of the preferred list will be posted each afternoon and any claim of error must be made by 10:00 A.M. of the following race day, and the Stewards will recognize no claim of error not made within the prescribed time.
 3. In entering horses on the preferred list a claim of preference must be made at the time of entry and noted on the entry or preference shall be lost, and no claim of error will be considered by the Stewards if the person making the claim has signed an entry not marked in keeping with 205 CMR 4.00.
- (2) Declarations and Scratches. Declarations and scratches are irrevocable.
- (a) Declarations.
 1. A declaration is the act of withdrawing an entered horse from a race prior to the closing of entries.
 2. The declaration of a horse before closing shall be made by the owner, trainer or their licensed designee in the form and manner prescribed in 205 CMR 4.00.
 - (b) Scratches.
 1. A scratch is the act of withdrawing an entered horse from a contest after the closing of entries.
 2. The owner, trainer or their licensed designee shall make the scratch of a horse after closing, with permission from the stewards.
 3. A horse may be scratched from a stakes race for any reason at any time up until 45 minutes prior to post time for that race.
 4. No horse may be scratched from an overnight race without approval of the stewards.
 5. In overnight races, horses that are physically disabled or sick shall be permitted to be scratched first. Should horses representing more than ten betting interests in the daily double or exotic wagering races, or horses representing more than eight betting interests in any other overnight race, remain in after horses with physical excuses have been scratched, then owners or trainers may be permitted at scratch time to scratch horses without physical excuses down to such respective minimum numbers for such races. Lot shall determine this privilege if an excessive number of owners or trainers wish to scratch their horses.
 6. Any horse which has been scratched, or excused from starting by the stewards, because of a physical disability or sickness shall not race until the expiration of a minimum of four calendar days (inclusive of the day the horse was originally scratched) after such horse was scratched or excused and the horse has been removed from the veterinarian's list by the official veterinarian.

4.11: continued

(3) Weights.

(a) Allowances.

1. Weight allowance must be claimed at time of entry and shall not be waived after the posting of entries, except by consent of the stewards.
2. A horse shall start with only the allowance of weight to which it is entitled at time of starting, regardless of its allowance at time of entry.
3. Horses not entitled to the first weight allowance in a race shall not be entitled to any subsequent allowance specified in the conditions.
4. Claim of weight allowance to which a horse is not entitled shall not disqualify it unless protest is made in writing and lodged with the stewards at least one hour before post time for that race.
5. A horse shall not be given a weight allowance for failure to finish second or lower in any race.
6. No horse shall receive allowance of weight nor be relieved extra weight for having been beaten in one or more races, but 205 CMR 4.11(3)(a) shall not prohibit maiden allowances or allowances to horses that have not won a race within a specified period or a race of a specified value.
7. Except in handicap and races which expressly provide otherwise, two-year-old fillies shall be allowed three pounds, and fillies and mares, three-years-old and upward, shall be allowed five pounds before September 1st and three pounds thereafter in races where competing against male horses.

(b) Penalties.

1. Weight penalties are obligatory.
2. Horses incurring weight penalties for a race shall not be entitled to any weight allowance for that race.
3. No horse shall incur a weight penalty or be barred from any race for having been placed second or lower in any race.
4. A penalty incurred and allowances due in steeplechase or hurdle races shall not apply to races on the flat, and vice versa.
5. The reports, records and statistics as published by Daily Racing Form, Equibase or other recognized publications shall be considered official in determining eligibility, allowances and penalties, but may be corrected.
6. When the decision of a race is in dispute, all horses involved in the dispute with respect to the winner's credit shall be liable to all weight penalties and eligibility attached to the winning of that race until a winner has been adjudged.
7. No horse shall incur a weight penalty for a placement from which he or she is disqualified, but a horse placed through the disqualification of another horse shall incur the weight penalties of that placement. No such placement, however, shall make a horse ineligible to a race that already has been run.
8. A horse shall start with only the allowance of weight to which it is entitled at the time of starting, regardless of its allowance at the time of entry.

(c) Weight Conversions.

1. For the purpose of determining weight assignments and/or allowances for imported horses, the following weight conversions shall be used:
 - one kilogram = 2 ¼ pounds
 - one Stone = 14 pounds

(d) Scale of Weights.

1. With the exception of apprentice allowances, handicap races, three year old horses entered to run in races against horses four years old and upwards, and the allowance provided in 205 CMR 4.11(3)(d)2., no jockey shall be assigned a weight of less than 118 pounds. For three year old horses entered to run in races against horses four years old and upwards from January 1st through August 31st, no jockey shall be assigned a weight of less than 116 pounds.
2. Except in handicaps, fillies two years old shall be allowed three pounds, and fillies and mares three years old and upward shall be allowed five pounds before September 1st, and three pounds thereafter, in races where competing against horses of the opposite sex.

4.11: continued

3. A notice shall be included in the daily program that all jockeys will carry approximately three pounds more than the published weight to account for safety equipment (vest and helmet) that is not included in required weighing out procedures. Additionally, upon stewards' approval, jockeys may weigh in with up to an additional three pounds for inclement weather gear.
- (e) Distance Conversions.
1. For the purpose of determining eligibility, weight assignments and/or allowances for imported horses, the racing secretary shall convert metric distances to English measures by reference to the following scale:
 2. Comparative Table of Distances.
 - 200 Meters = one Furlong
 - 1,000 Meters = five Furlongs
 - 1,200 Meters = six Furlongs
 - 1,400 Meters = seven Furlongs
 - 1,600 Meters = one Mile
 - 1,700 Meters = one-1/16 Miles
 - 1,800 Meters = 1 1/8 Miles
 - 2,000 Meters = 1 1/4 Miles
 - 2,200 Meters = 1 3/8 Miles
 - 2,400 Meters = 1 1/2 Miles
 - 2,600 Meters = 1 5/8 Miles
 - 3,000 Meters = 1 7/8 Miles
 - 3,200 Meters = two Miles
 - 3,600 Meters = 2 1/4 Miles
 - 4,800 Meters = three Miles
- (4) Workouts.
- (a) Requirements. A horse shall not start unless it has participated in an official race or has an approved timed workout satisfactory to the stewards. The workout must have occurred at a pari-mutuel or Commission recognized facility within the previous 30 days. A horse which has not started for a period of 60 days or more shall be ineligible to race until it has completed a timed workout approved by the stewards prior to the day of the race in which the horse is entered. The association may impose more stringent workout requirements.
 - (b) Identification. The owner, trainer or rider shall be required to identify the horse and the distance the horse is to be worked and the point on the track where the workout will start.
 - (c) Information Dissemination. Information regarding a horse's approved timed workout(s) shall be furnished to the public prior to the start of the race for which the horse has been entered.
 - (d) Restrictions. A horse shall not be taken onto the track for training or a workout except during hours designated by the association.
- (5) Horses Ineligible.
- (a) A horse is ineligible to start in a race when:
 1. It is not stabled on the grounds of the association or present by the time established by the Commission;
 2. Its breed registration certificate is not on file with the racing secretary or horse identifier; unless the racing secretary has submitted the certificate to the appropriate breed registry for correction;
 3. It is not fully identified and tattooed on the inside of the upper lip, microchipped with a unique microchip (ISO 11784), freeze brand, or identified by any other method approved by the appropriate breed registry and the Commission;
 4. It has been fraudulently entered or raced in any jurisdiction under a different name, with an altered registration certificate or altered lip tattoo, microchip (ISO 11784), freeze brand, or other identification method approved by the appropriate breed registry and the Commission;
 5. It is wholly or partially owned by a disqualified person or a horse is under the direct or indirect training or management of a disqualified person;

4.11: continued

6. It is wholly or partially owned by the spouse of a disqualified person or a horse is under the direct or indirect management of the spouse of a disqualified person, in such cases, it being presumed that the disqualified person and spouse constitute a single financial entity with respect to the horse, which presumption may be rebutted;
7. The stakes or entrance money for the horse has not been paid, in accordance with the conditions of the race; except with the approval of the racing secretary;
8. The losing jockey mount fee is not on deposit with the horsemen's bookkeeper; except with the approval of the racing secretary;
9. Its name appears on the starter's list, paddock judge's list, stewards' list or veterinarian's list;
10. It is a first time starter and has not been approved to start by the starter;
11. It is owned in whole or in part by an undisclosed person or interest;
12. It lacks sufficient official published workouts or race past performance(s);
13. It has been entered in a stakes race and has subsequently been transferred with its engagements, unless the racing secretary has been notified of such prior to the start;
14. It is subject to a lien that has not been approved by the stewards and filed with the horsemen's bookkeeper;
15. It is subject to a lease not filed with the stewards;
16. It is not in sound racing condition;
17. It has had a surgical neurectomy performed on a heel nerve, which has not been approved by the official veterinarian;
18. It has been trachea tubed to artificially assist breathing;
19. It has been blocked with alcohol or otherwise drugged or surgically denerved to desensitize the nerves above the ankle;
20. It has impaired eyesight in both eyes;
21. It is barred or suspended in any recognized jurisdiction;
22. It does not meet the eligibility conditions of the race;
23. Its owner or lessor is in arrears for any stakes fees, except with approval of the racing secretary;
24. Its owner(s), lessor(s) and/or trainer have not completed the licensing procedures required by the Commission;
25. It is by an unknown sire or out of an unknown mare; or
26. There is no current negative Coggins test certificate for Equine Infectious Anemia on file.
27. If a thoroughbred, it has shoes (racing plates) which have toe grabs with a height greater than two millimeters, bends, jar caulks, stickers, or any other traction device on the front hooves while racing or training on all surfaces.
28. A filly or mare may not be entered in a claiming race when it is pregnant, unless before the time of entry the owner deposits with the racing secretary a signed agreement whereby the owner at the time of entry provides the successful claimant without cost, protest or fee of any kind, a valid stallion service certificate covering the breeding of the mare.
29. Notwithstanding 205 CMR 4.11(5)(a)28. a pregnant mare may not be entered in a race if she is beyond 120 days of gestation.

(6) Running of the Race.(a) Equipment.

1. All riding crops are subject to inspection and approval by the stewards and the clerk of scales.
 - a. Riding crops shall have a shaft and a flap and will be allowed in flat racing including training, only as follows;
 - i. Maximum weight of eight ounces.
 - ii. Maximum length, including flap of 30 inches.
 - iii. Minimum diameter of the shaft of $\frac{3}{8}$ inch
 - iv. Shaft contact area must be smooth, with no protrusions or raised surface, and covered by shock absorbing material that gives a compression factor of at least one-millimeter throughout its circumference.
 - b. The flap is the only allowable attachment to the shaft and must meet these specifications:
 - i. Length beyond the end of the shaft a maximum of one inch.

4.11: continued

- ii. Width a minimum of 0.8 inch and a maximum of 1.6 inches.
 - iii. No reinforcements or additions beyond the end of the shaft.
 - iv. No binding within seven inches of the end of the shaft.
 - v. Shock absorbing characteristics similar to those the contact area of the shaft.
2. No bridle shall exceed two pounds.
 3. A horse's tongue may be tied down with clean bandages, gauze or tongue strap.
 4. Permission for any change of reported equipment from that which a horse carried in its last previous race, can be obtained only from the Stewards and must be obtained before the closing of entries for the race in which the horse is to run with changed equipment.
 5. Permission for a horse to add blinkers to its equipment or to discontinue the use of them must be approved by the Starter before being granted by the Stewards.
- (b) Racing Numbers.
1. Each horse shall carry a conspicuous saddle cloth number corresponding to the official number given that horse on the official program.
 2. In the case of a coupled entry that includes more than one horse, each horse in the entry shall carry the same number, with a different distinguishing letter following the number. As an example, two horses in the same entry shall appear in the official program as 1 and 1A.
 3. Each horse in the mutuel field shall carry a separate number or may carry the same number with a distinguishing letter following the number.
- (c) Jockey Requirements.
1. Jockeys shall report to the jockeys' quarters at the time designated by the association. Jockeys shall report their engagements and any overweight to the clerk of scales. Jockeys shall not leave the jockeys' quarters, except to ride in scheduled races, until all of their riding engagements of the day have been fulfilled except as approved by the stewards.
 2. A jockey who has not fulfilled all riding engagements, who desires to leave the jockeys' quarters, must first receive the permission of the stewards and must be accompanied by an association security guard.
 3. While in the jockeys' quarters, jockeys shall have no contact or communication with any person outside the jockeys' quarters other than Commission personnel and officials, an owner or trainer for whom the jockey is riding or a representative of the regular news media, except with the permission of the stewards. Any communication permitted by the stewards may be conducted only in the presence of the clerk of scales or other person designated by the stewards.
 4. The clerk of scales shall weigh out jockeys for their respective mounts not more than 30 minutes before post time for each race.
 5. Only valets employed by the association shall assist jockeys in weighing out.
 6. A jockey must wear a safety vest at all times when mounted. The safety vest must comply with one of the following minimum standards: British Equestrian Trade Association (BETA):2000 Level 1; Euro Norm (EN) 13158:2000 Level 1; American Society for Testing and Materials (ASTM) F2681-08 or F1937; Shoe and Allied Trade Research Association (SATRA) Jockey Vest DocM6 Issue 3; or Australian Racing Board (ARB) Standard 1.1998.
 7. A jockey must wear a properly secured safety helmet at all times while mounted. The helmet must comply with one of the following minimum safety standards: ~~American Society for Testing and Materials (ASTM 1163); UK Standards (EN-1384 and PAS-015); Australian/New Zealand Standard (AS/NZ 3838).~~
 8. A safety helmet or a safety vest shall not be altered in any manner nor shall the product marking be removed or defaced.
 9. Weighing Out.
 - a. A jockey's weight shall include his or her clothing, boots, saddle and its attachments and any other equipment except the bridle, bit, blinkers, goggles, number cloth, and safety equipment including helmet, vest, over-girth, reins and breast collar.
 - b. Upon Stewards approval, jockeys may be allowed up to three pounds more than published weights to account for inclement weather clothing and equipment.
 10. Seven pounds is the limit of overweight any horse is permitted to carry.

→ the current safety standards
of the Association of Racing Commissioners
International Model Rules of Racing

4.11: continued

11. Once jockeys have fulfilled their riding engagements for the day and have left the jockeys' quarters, they shall not be re-admitted to the jockeys' quarters until after the entire racing program for that day has been completed, except with permission of the stewards.

(d) Paddock to Post.

1. Each horse shall carry the full weight assigned for that race from the paddock to the starting post, and shall parade past the stewards' stand, unless excused by the stewards. The post parade shall not exceed 12 minutes, unless otherwise ordered by the stewards. It shall be the duty of the stewards to ensure that the horses arrive at the starting gate as near to post time as possible.

2. After the horses enter the track, no jockey may dismount nor entrust his or her horse to the care of an attendant unless, because of accident occurring to the jockey, the horse or the equipment, and with the prior consent of the starter. During any delay during which a jockey is permitted to dismount, all other jockeys may dismount and others may attend their horses. After the horses enter the track, only the jockey, an assistant starter, the official veterinarian, the racing veterinarian or an outrider or pony rider may touch the horse before the start of the race.

3. If a jockey is injured on the way to the post, the horse may be returned to the paddock or any other area designated by the stewards, re-saddled with the appropriate weight and remounted with a replacement jockey.

4. After passing the stewards' stand in parade, the horses may break formation and proceed to the post in any manner unless otherwise directed by the stewards. Once at the post, the horses shall be started without unnecessary delay.

5. Horses shall arrive at the starting post in post position order.

6. In case of accident to a jockey or his or her mount or equipment, the stewards or the starter may permit the jockey to dismount and the horse to be cared for during the delay, and may permit all jockeys to dismount and all horses to be attended to during the delay.

7. If a jockey is thrown on the way from the paddock to the post, the horse must be remounted, return to the point where the jockey was thrown and then proceed over the route of the parade to the post. The horse must carry its assigned weight from paddock to post and from post to finish.

8. If a horse leaves the course while moving from paddock to post, the horse shall be returned to the course at the nearest practical point to that at which it left the course, and shall complete its parade to the post from the point at which it left the course unless ordered scratched by the stewards.

9. No person shall willfully delay the arrival of a horse at the post.

10. The starter shall load horses into the starting gate in any order deemed necessary to ensure a safe and fair start. Only the jockey, the racing veterinarian, the starter or an assistant starter shall handle a horse.

11. Every horse must be saddled in the paddock.

(e) Post to Finish.1. The Start.

a. The starter is responsible for assuring that each participant receives a fair start.

b. If, when the starter dispatches the field, any door at the front of the starting gate stalls should not open properly due to a mechanical failure or malfunction or should any action by any starting personnel directly cause a horse to receive an unfair start, the stewards may declare such a horse a non-starter.

c. Should a horse, not scratched prior to the start, not be in the starting gate stall thereby causing it to be left when the starter dispatches the field, the stewards shall declare the horse a non-starter.

d. Should an accident or malfunction of the starting gate, or other unforeseeable event compromise the fairness of the race or the safety of race participants, the stewards may declare individual horses to be non-starters, exclude individual horses from one or more pari-mutuel pools or declare a no contest and refund all wagers except as otherwise provided in the rules involving multi-race wagers.

2. Interference, Jostling or Striking.

a. A jockey shall not ride carelessly or willfully so as to permit his or her mount to interfere with, impede or intimidate any other horse in the race.

4.11: continued

- b. No jockey shall carelessly or willfully jostle, strike or touch another jockey or another jockey's horse or equipment
 - c. No jockey shall unnecessarily cause his or her horse to shorten its stride so as to give the appearance of having suffered a foul.
3. Maintaining a Straight Course.
- a. When the way is clear in a race, a horse may be ridden to any part of the course, but if any horse swerves, or is ridden to either side, so as to interfere with, impede or intimidate any other horse, it is a foul.
 - b. The offending horse may be disqualified, if in the opinion of the stewards, the foul altered the finish of the race, regardless of whether the foul was accidental, willful or the result of careless riding.
 - c. If the stewards determine the foul was intentional, or due to careless riding, they may fine or suspend the guilty jockey.
 - d. In a straightaway race, every horse must maintain position as nearly as possible in the lane in which it starts. If a horse is ridden, drifts or swerves out of its lane in such a manner that it interferes with, impedes or intimidates another horse, it is a foul and may result in the disqualification of the offending horse.
4. Disqualification.
- a. When the stewards determine that a horse shall be disqualified for interference, they may place the offending horse behind such horses as in their judgement it interfered with, or they may place it last.
 - b. If a horse is disqualified for a foul, any horse or horses owned or trained by the same interests, in the same race whether coupled or uncoupled, may also be disqualified.
 - c. Possession of any electrical or mechanical stimulating or shocking device by a jockey, horse owner, trainer or other person authorized to handle or attend to a horse shall be *prima facie* evidence of a violation of 205 CMR 4.00 and is sufficient grounds for the stewards to scratch or disqualify the horse.
 - d. The stewards may determine that a horse shall be unplaced for the purpose of purse distribution and time trial qualification.
5. Multiple Disqualifications. Should the stewards determine that there is more than one incident of interference in a race where disqualification is warranted, the stewards shall deal with the incidents in the order in which the incident occurs during the race from start to finish; except in the case where the same horses are involved in multiple incidents. Once a horse has been disqualified, it should remain placed behind the horse with which it interfered. The stewards shall make a conscious effort to place and maintain as placed, every and all horses placed behind others for interference
6. Horses Shall be Ridden Out. All horses shall be ridden out in every race. A jockey shall not ease up or coast to the finish, without adequate cause, even if the horse has no apparent chance to win prize money. A jockey shall give a best effort during a race.
7. Use of Riding Crops.
- a. Although the use of a riding crop is not required, any jockey who uses a riding crop during a race shall do so only in a manner consistent with exerting his or her best efforts to win.
 - b. In all races where a jockey will ride without a riding crop, an announcement of such fact shall be printed in the official program.
 - c. No electrical or mechanical device or other expedient designed to increase or retard the speed of a horse, other than the ordinary riding crop approved, shall be possessed by anyone, or applied by anyone to the horse at any time on the grounds of the association during the meeting, whether in a race or otherwise.
 - d. Riding crops shall not be used on two-year-old horses before April 1st of each year.
 - e. The riding crop shall only be used for safety, correction and encouragement.
 - f. All riders should comply with the following when using the riding crop:
 - i. Showing the horse the riding crop and giving it time to respond before hitting it.
 - ii. Having used the riding crop, giving the horse a chance to respond before using it again.
 - iii. Using the riding crop in rhythm with the horses stride.

4.11: continued

- g. Prohibited uses of the riding crop include, but are not limited to, striking a horse:
 - i. on the head, flanks or on any other part of its body other than the shoulders or hind quarters except when necessary to control a horse;
 - ii during the post parade or after the finish of the race except when necessary to control the horse;
 - iii. excessively or brutally causing welts or breaks in the skin;
 - iv. when the horse is clearly out of the race or has obtained its maximum placing;
 - v. persistently even though the horse is showing no response under the riding crop; or
 - vi. striking another rider or horse.
 - h. After the race, horses will be subject to inspection by a racing or official veterinarian looking for cuts, welts or bruises in the skin. Any adverse findings shall be reported to the stewards.
 - i. The giving of instructions by any licensee that if obeyed would lead to a violation of 205 CMR 4.11(6) may result in disciplinary action also being taken against the licensee who gave such instructions.
8. Order of Finish.
- a. The official order of finish shall be decided by the stewards with the aid the photo finish system, and in the absence of the photo finish film record, the video replay. The photo finish and video replay are only aids to the stewards' decision. The decision of the stewards shall be final in all cases.
 - b. The nose of the horse shall determine the placement of the horse in relationship to other horses in the race.
9. Returning after the Finish.
- a. After a race has been run, the jockey shall ride promptly to the place designated by the stewards, dismount and report to the clerk of scales to be weighed in. Jockeys shall weigh in with all pieces of equipment with which they weighed out.
 - b. If a jockey is prevented from riding to the place designated by the stewards because of an accident or illness to the jockey or the horse, the jockey may walk or be transported to the scales, or may be excused from weighing in by the stewards.
- 10 Unsaddling.
- a. Only persons authorized by the stewards may assist the jockey with unsaddling the horse after the race.
 - b. No one shall place a covering over a horse before it is unsaddled.
- 11 Weighing In.
- a. A jockey shall weigh in at no less than the same weight at which he or she weighed out, and if under that weight, and after consideration of mitigating circumstances by the board of stewards, his or her mount shall be disqualified from any portion of the purse money.
 - b. In the event of such disqualification, all monies wagered on the horse shall be refunded unless the race has been declared official.
 - c. A jockey's weight shall include his or her clothing, boots, saddle and its attachments and any other equipment except the bridle, bit, blinkers, goggles, number cloth and safety equipment including helmet, vest, over-girth, reins and breast collar.
 - d. Upon approval of the stewards, the jockeys may be allowed up to three pounds more than published weights to account for inclement weather clothing and equipment.
 - e. The post-race weight of jockeys includes any sweat, dirt and mud that have accumulated on the jockey, jockey's clothing, jockey's safety equipment and over-girth. This accounts for additional weight, depending on specific equipment, as well as weather, track and racing conditions.
12. Dead Heats.
- a. When two horses run a dead heat for first place, all purses or prizes to which first and second horses would have been entitled shall be divided equally between them; and this applies in dividing all purses or prizes whatever the number of horses running a dead heat and whatever places for which the dead heat is run.
 - b. In a dead heat for first place, each horse involved shall be deemed a winner and liable to penalty for the amount it shall receive.

4.11: continued

- c. When a dead heat is run for second place and an objection is made to the winner of the race, and sustained, the horses that ran a dead heat shall be deemed to have run a dead heat for first place.
- d. If the dividing owners cannot agree as to which of them is to have a cup or other prize that cannot be divided, the question shall be determined by lot by the stewards.

(7) Protests, Objections and Inquiries(a) Stewards to Inquire.

1. The stewards shall take cognizance of foul riding and, upon their own motion or that of any racing official or person empowered by 205 CMR 4.00 to object or complain, shall make diligent inquiry or investigation into such objection or complaint when properly received.
2. In determining the extent of disqualification, the stewards in their discretion may:
 - a. declare null and void a track record set or equaled by a disqualified horse, or any horses coupled with it as an entry;
 - b. affirm the placing judges' order of finish and hold the jockey responsible if, in the stewards' opinion, the foul riding did not affect the order of finish; or
 - c. disqualify the offending horse and hold the jockey blameless if in the stewards' opinion the interference to another horse in a race was not the result of an intentional foul or careless riding on the part of a jockey.

(b) Race Objections.

1. An objection to an incident alleged to have occurred during the running of a race shall be received only when lodged with the clerk of scales, the stewards or their designees, by the owner, the authorized agent of the owner, the trainer or the jockey of a horse engaged in the same race.
2. An objection following the running of any race must be filed before the race is declared official, whether all or some riders are required to weigh in, or the use of a fast official procedure is permitted.
3. The stewards shall make all findings of fact as to all matters occurring during and incident to the running of a race; shall determine all objections and inquiries, and shall determine the extent of disqualification, if any, of horses in the race. Such findings of fact and determinations shall be final.
4. In the case of disqualification the Stewards shall immediately make public the reason for the disqualification and the same shall be announced over the public address system.

(c) Prior Objections.

1. Objections to the participation of a horse entered in any race shall be made to the stewards in writing, signed by the objector, and filed not later than one hour prior to post time for the first race on the day which the questioned horse is entered. Any such objection shall set forth the specific reason or grounds for the objection in such detail so as to establish probable cause for the objection. The stewards upon their own motion may consider an objection until such time as the horse becomes a starter.
2. An objection to a horse which is entered in a race may be made on, but not limited to, the following grounds or reasons:
 - a. A misstatement, error or omission in the entry under which a horse is to run;
 - b. the horse that is entered to run is not the horse it is represented to be at the time of entry, or the age was erroneously given;
 - c. the horse is not qualified to enter under the conditions specified for the race, or the allowances are improperly claimed or not entitled the horse, or the weight to be carried is incorrect under the conditions of the race;
 - d. the horse is owned in whole or in part, or leased or trained by a person ineligible to participate in racing or otherwise ineligible to own a race horse as provided in 205 CMR 4.00; or
 - e. the horse was entered without regard to a lien filed previously with the racing secretary.
3. The stewards may scratch from the race any horse that is the subject of an objection if they have reasonable cause to believe that the objection is valid.

4.11: continued

(d) Protests.

1. A protest against any horse that has started in a race shall be made to the stewards in writing, signed by the protestor, within 72 hours of the race exclusive of non-racing days. If the incident upon which the protest is based occurs within the last two days of the meeting, such protest may be filed with the Commission within 72 hours exclusive of Saturdays, Sundays or official holidays. Any such protest shall set forth the specific reason or reasons for the protest in such detail as to establish probable cause for the protest.
2. A protest may be made on any of the following grounds:
 - a. Any grounds for objection as set forth in this chapter;
 - b. the order of finish as officially determined by the stewards was incorrect due to oversight or errors in the numbers of the horses that started the race;
 - c. a jockey, trainer, owner or lessor was ineligible to participate in racing as provided in 205 CMR 4.00;
 - d. the weight carried by a horse was improper, by reason of fraud or willful misconduct; or
 - e. an unfair advantage was gained in violation of 205 CMR 4.00.
3. Notwithstanding any other provision in this article, the time limitation on the filing of protests shall not apply in any case in which fraud or willful misconduct is alleged provided that the stewards are satisfied that the allegations are bona fide and verifiable.
4. No person shall file any objection or protest knowing the same to be inaccurate, false, untruthful or frivolous.
5. The stewards may order any purse, award or prize for any race withheld from distribution pending the determination of any protest. In the event any purse, award or prize has been distributed to an owner or for a horse which by reason of a protest or other reason is disqualified or determined to be not entitled to such purse, award or prize, the stewards or the Commission may order such purse, award or prize returned and redistributed to the rightful owner or horse. Any person who fails to comply with an order to return any purse, award or prize erroneously distributed shall be subject to fines and suspension.

4.12: Forfeitures and Suspensions

- (1) No racing official other than the Stewards shall have the right to impose a forfeiture or suspension.
- (2) The Stewards may not rescind a forfeiture, except with the approval of the Commission.
- (3) A racing official imposing a forfeiture or suspension shall report it promptly to the Gaming Commission in writing.
- (4) All forfeitures shall be paid to the Gaming Commission within 48 hours after imposition.
- (5) Any official, owner, trainer or any person licensed by the Massachusetts Gaming Commission who shall obtain food, feed, shelter, drugs, transportation, services for horses, veterinary services or supplies for himself or others whether they be licensed or not, and fails to pay the fair market value to the person or persons from whom said services or supplies are obtained may be guilty of conduct detrimental to the best interest of racing and may be suspended at the discretion of the Stewards or the Commission, however, neither the Association nor the Massachusetts Gaming Commission shall be obligated to collect debts from horsemen or other personnel licensed by the Commission.
- (6) No entry in any race shall be accepted for a horse owned wholly or in part by, or trained by, a person whose husband or wife is under license suspension at time of such entry; except that, if the license of a jockey has been suspended for a routine riding offense, the stewards may waive 205 CMR 4.12(6).
- (7) Suspensions shall be for consecutive calendar days.

Racing Update 2015 Season

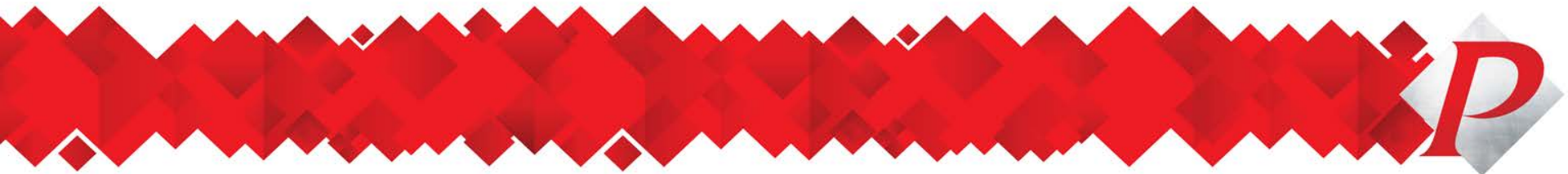
February 4, 2016



PLAINRIDGE PARK
CASINO

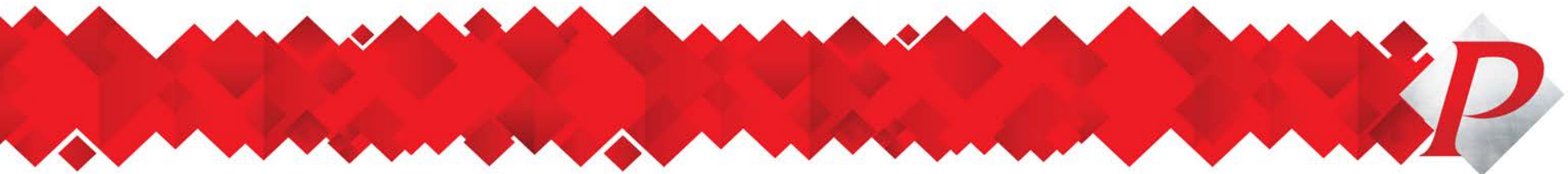
Operational Changes and Challenges

- Construction & Renovation
 - Logistics
- Sportech Totalizer System
 - Switchover 1/1/2015
 - 2014 Outs Tickets
- International Sound
 - Employee Displacement



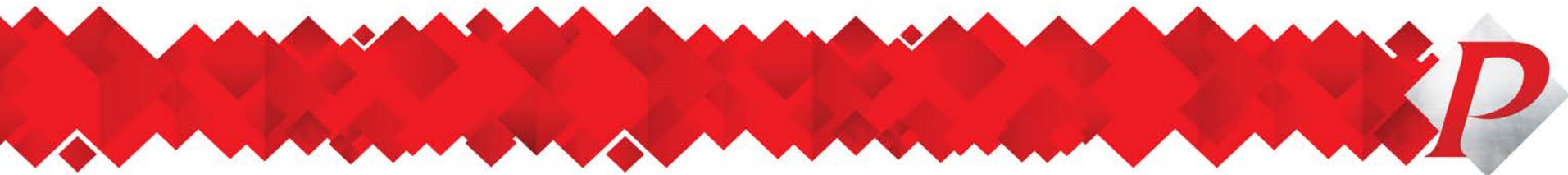
Racing Renovations and Improvements

- International Sound
 - Judges Interactive Video Replay System
 - Timing & Photo Finish
 - HDTV Broadcast
- 1st Floor Live Racing Complete Renovation
 - 88 – 40” HDTV’s Centrally Controlled
 - “Trackside” Food Outlet
- 2nd Floor Simulcast Theater Complete Renovation
 - 10 – 75” HDTV’s Centrally Controlled
 - 150 Individual Carrels each with 22” HDTV
 - 6 VIP Rooms 48 – 40” HDTV’s
 - “Mountain Skipper” Food Outlet



Racing Renovations and Improvements

- Racing Apron
 - Complete Renovation with 100 Fixed Seats
 - New Winners Circle
- Racing / Regulatory Administration Building
 - MGC Racing Division Administration & Licensing
 - State Police Racing Unit
 - Stewards and Judges Office
 - Racing Secretary's Office
 - 2,240 sq. ft.
 - \$1,000,000 estimated cost
- Website
 - Plainridge Park Casino / Racing Tab
 - Live and Simulcast Schedules
 - Horsemen Information Page
 - Live Race Day Streaming Video in High Definition



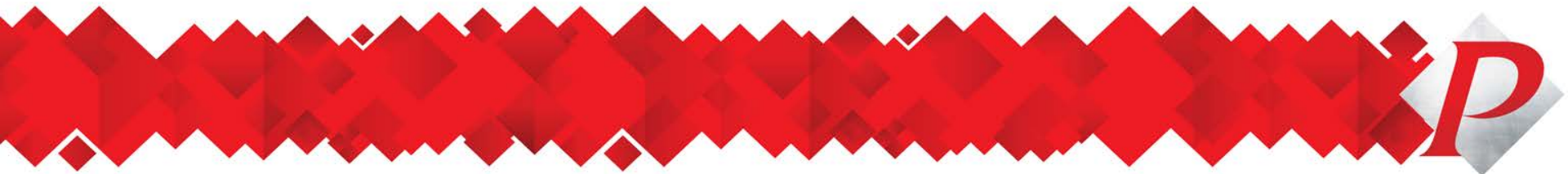
Economic Impact

- Handle
 - On Track \$ 1,253,212
 - Export 12,685,198
 - Total Handle \$13,938,410

- Racing Employees
 - 60 Full and Part Time

- Racing Licensees
 - 1081

- Horsemen
 - 410 - 1099's to Owners, Trainers & Drivers

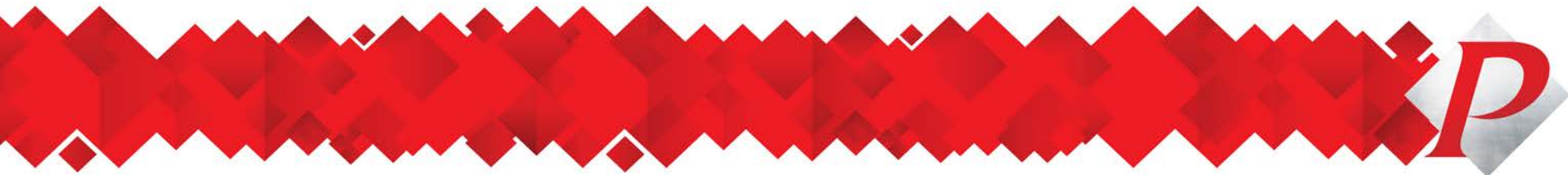


Economic Impact

- Purses
 - Overnight Events \$3,618,925 + 51%
 - Mass Stake Races 639,400 +325%
 - Total Purses \$4,258,325

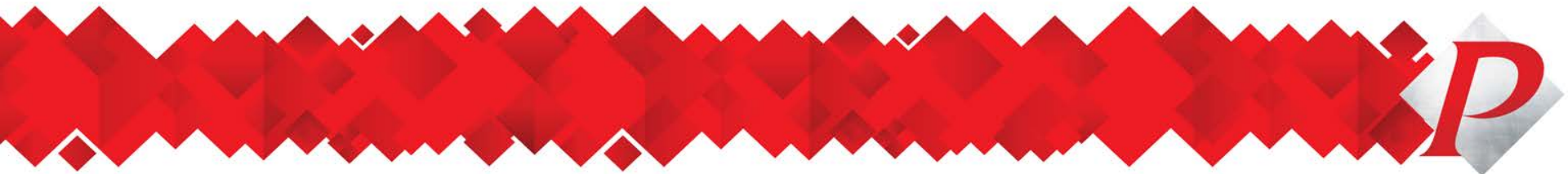
- Driver Comparison Earnings Year to Year
 - 2013 – 6 Drivers over \$100K, 1 \$200K+
 - 2014 – 7 Drivers over \$100K, 1 \$300K+, 2 \$200K+
 - 2015 – 12 Drivers over \$100K, 1 \$400K+, 3 \$300K+, 2 \$200K+

- Trainer Comparison Earnings Year to Year
 - 2013 – 0 Trainers over \$100K
 - 2014 – 1 Trainer over \$100K
 - 2015 – 13 Trainers over \$100K



Racing Highlights

- Late Closing Series
 - 8 Events
 - \$125,000
- 10 Races for Purses over \$10,000
- 105 Race Days
 - Longest Massachusetts Harness Meet in 18 years





PLAINRIDGE PARK
CASINO

Track Records

Pacing

	2 Year Old Colt	Marced Card	B. Irvine	9/20/04	1:54.4
	2 Year Old Filly	Jordan's Jewel	R. Sumner	7/28/08	1:55
	2 Year Old Gelding	Murphy Delivers	B. Irvine	10/01/09	1:56
		Ideal Smile*	M. Eaton	10/20/11	1:56
	3 Year Old Colt	Shoobee's Place	J. Hardy	9/06/10	1:51.1
★	3 Year Old Filly	Ezpzlemonsqueazy	R. Sumner	7/01/08	1:53.1
	3 Year Old Gelding	Jackson's Image	J. Hardy	11/05/15	1:51.1
	4 Year Old Horse	Space Shuttle	W. Case Jr.	8/26/00	1:49.3
★	4 Year Old Mare	Ex Libris Hanover	E. Smith	9/13/04	1:53.1
		Keene Olivia	G. Merton	11/18/15	1:53.1
	4 Year Old Gelding	MALTESE ARTIST	B. Ranger	9/05/05	1:49.2
	Aged Horse	Space Shuttle	D. Ingraham	8/18/01	1:50.3
★	Aged Mare	Iheartquestionmark	S. Nason	9/05/15	1:52.1
	Aged Gelding	Chewy Gross	M. MacDonald	9/06/04	1:49.3
		Psilvuheartbreaker	J. Meittinis	9/01/08	1:49.3

Trotting

★	2 Year Old Colt	Do What You Dream*	C. Lems	10/12/15	1:59
	2 Year Old Filly	Penny Dream	R. Tisbert	7/14/05	1:58.2
	2 Year Old Gelding	My Friend Charlie*	C. Lems	9/09/13	2:01
★	3 Year Old Colt	Wings Of Royalty*	C. Lems	10/19/15	1:56.1
★	3 Year Old Filly	Concentration*	J. Whittemore	10/05/15	1:55.2
★	3 Year Old Gelding	Paging Doctor Lindy	P. Ancora	11/23/15	1:56
	4 Year Old Horse	Futile Qwest	J. Hardy	7/26/05	1:56.3
★	4 Year Old Mare	My Dolly	S. Smith	10/26/99	1:57.1
	4 Year Old Gelding	Mambo Lindy	P. Ancora	11/03/15	1:54
	Aged Horse	Sent From Above	W.D. Campbell	8/24/04	1:56.1
★	Aged Mare	Elias Joy	C. Long	10/13/15	1:56.1
★	Aged Gelding	Khifra Hanover	J. Merton	5/29/07	1:55.3
		COCO LINDY	P. Ancora	9/17/15	1:53.3

updated 11/30/15





District 9



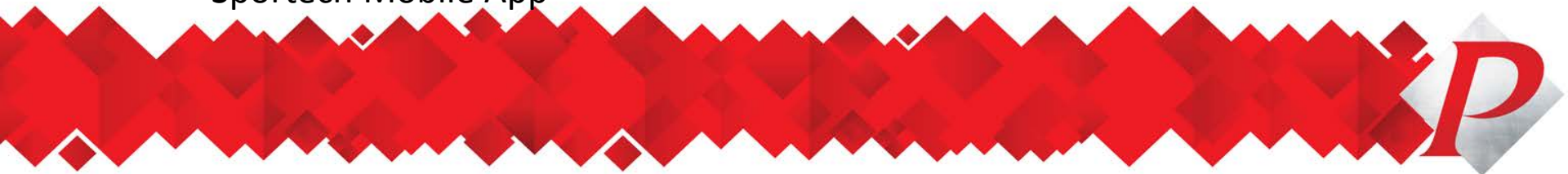
Saturday December 12, 2015

**PLAINRIDGE PARK
CASINO**

Racing Update – 2015 Season

New Projects for 2016

- Paddock Building Renovations
- Ship In Barn
- Racetrack Infield
- Interactive Host for Live Racing
- Event Day with Signature Race
- Direct Deposit for Purse Checks
- New Wager – Carryover or Jackpot
- Player Rewards Integrated with the Plainridge Marquee Players Card
- Sportech Mobile App



Racing Update 2015 Season

February 4, 2016



PLAINRIDGE PARK
CASINO



TO: Stephen Crosby, Chairman
Gayle Cameron, Commissioner
Lloyd Macdonald, Commissioner
Bruce Stebbins, Commissioner
Enrique Zuniga, Commissioner

FROM: Alexandra Lightbown, Director of Racing

CC: Edward Bedrosian, Executive Director
Catherine Blue, General Counsel

DATE: January 29, 2016

RE: Standardbred Owners of Massachusetts Recognition

Dear Commissioners:

In accordance with Massachusetts General Law Chapter 128, Section 2 (j), the Standardbred Owners of Massachusetts, Inc. (SOM) has requested they be approved as the group of representative Standardbred breeders to administer the Massachusetts Standardbred breeding program and the Sire Stakes races for 2016.

Recommendation: That the Commission approve the request of the Standardbred Owners of Massachusetts, Inc. to be recognized as the group of representative Standardbred breeders to administer the Massachusetts Standardbred breeding program and the Sire Stakes races for 2016.



Massachusetts Gaming Commission

101 Federal Street, 23rd Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



STANDARD BRED OWNERS OF
MASSACHUSETTS, INC.
PO Box 1862
PLAINVILLE, MA 02762

January 25, 2016

Massachusetts Gaming Commission
Racing Division
Alexandra Lightbown
Director of Racing
101 Federal St., 12th Floor
Boston, MA 02109

Dear Director Lightbown,

Standardbred Owners of Massachusetts, Inc. respectfully requests approval to be recognized as the duly organized representative group of standardbred breeders to administer the Massachusetts Standardbred Breeding program and Sire Stake races in accordance with Massachusetts General Law Chapter 128, sec. 2(j) for the upcoming 2016 season.

SOM, Inc. is a non-profit Massachusetts Corporation in good standing and has continuously administered the Massachusetts Breeding and Sire Stakes program since 1992.

Sincerely,

Nancy Longobardi

Nancy Longobardi
Secretary / Treasurer

cc: Massachusetts Department of Agricultural Resources / Standardbred Breeding Program
Plainridge Park Casino / Steve O'Toole – Director of Racing

WWW.SOMINC.NET
508-528-1877
INFO@SOMINC.NET



NONDISCLOSURE AGREEMENT

PURSUANT TO 205 CMR 139.02

This Nondisclosure Agreement (hereinafter, “agreement”) is dated as of February 4, 2016, between the Massachusetts Gaming Commission (hereinafter, “Commission”), and Plainville Gaming and Redevelopment, LLC, (hereinafter, “gaming licensee”).

RECITALS

WHEREAS, all documents submitted by a gaming licensee to the Commission or obtained by the Commission in accordance with 205 CMR 139.00 have been deemed by the Commission to have been submitted pursuant to a gaming related investigation to ensure compliance with G.L. c. 23K and 205 CMR, adherence to the principles articulated in G.L. c.23K, §1, and/or to ensure the ongoing suitability of gaming licensees in Massachusetts; and

WHEREAS, pursuant to G.L. c.23K, §21(a)(7) any information or reports, or parts thereof, that are required to be filed or otherwise submitted to or obtained by the Commission, the IEB, or their respective agents, in accordance with 205 CMR 139.00 that contain material or information that the gaming licensee considers a trade secret or believes would be detrimental to the gaming licensee if it were made public may be identified as confidential by the gaming licensee; and

WHEREAS, pursuant to G.L. c.23K, §21(a)(7) , 205 CMR 103.08, and 205 CMR 139.02 the gaming licensee may request that the commission enter into a written nondisclosure agreement under the terms of which the commission agrees not to release the specified material or information publicly, in response to a request for public records or otherwise, and will assert the statutory exemption, G.L. c.4, §7(26)(a), and/or any other applicable exemptions, and withhold the applicable materials in response to any request for such record or information; and

WHEREAS, the agreement may provide for coverage for specific materials or information, or categories of materials or information, which will be, or are likely to be, submitted to or obtained by the commission on more than one occasion;

NOW THEREFORE, the Commission and the gaming licensee agree to the following:

1. **Subject Information and Materials.** This agreement shall apply to the following information and materials submitted to or obtained by the Commission from the gaming licensee:

#	INFORMATION/MATERIAL (including any limits on non-disclosure)	AUTHORITY (205 CMR, license condition, etc.)
1	Annual business plan	138.05(10)
2	Compliance and Audit Committee meeting minutes	138.04(2)(g) & (h) 139.05(12)
3	<ul style="list-style-type: none"> • Internal audit reports prepared by gaming licensee’s internal audit department or its independent accountant or auditor. • Information or materials contained in Commission audits conducted in accordance with 205 CMR 139.08 to the extent they relate to surveillance, security, internal control procedures, financial materials not otherwise publicly disclosed under federal law, and any other information or materials for which an NDA has been approved. 	140.05(3)(c)
4	Board of Director meeting minutes	139.05(12)

5	Capital expenditure plan	139.09
6	<u>Daily</u> revenue numbers	139.04(6) 140.03(2)
7	Data derived from gaming licensee's player card loyalty program (subject to paragraph 6 below)	139.05(6)
8	Amount of disbursements to individual vendors (not the identity of the vendor)	138.06(2)
9	Federal and state tax returns	139.05(4)
10	Subject to proper identification by gaming licensee (see paragraph 3 below), financial statements and disclosures outside of what is publicly available via SEC filings (not including attested statement required in accordance with 205 CMR 139.06(2)).	139.06(1) 139.06(2) 139.07
11	Information on salaries, wages bonuses to individuals or to specific job titles	139.04(1)
12	System of Internal controls	138.02 139.04(14)
13	Litigation materials and information that is not made publicly available as part of SEC notification requirements (<u>See</u> 17 CFR 229.103).	License condition 18.1
14	Quarterly report covering all complimentary services	139.05(7)
15	Statistics on drop, handle and win by individual game or specific categories of games and all information on the <i>Slot Machine Master List</i>	139.04(6) 145.01
16	Name of an individual on the VSE list contained in an underage or voluntary self-exclusion compliance report, and to the extent surveillance, security, or internal control procedures are incorporated in such a compliance report in any way (redaction to be utilized in lieu of complete withholding, where possible).	139.05(5)
17	Value of promotional credits offered or used	139.05(5) & (7)
18	To the extent surveillance, security, or internal control procedures are incorporated or implicated in any way in a report of violations or suspected violations of G.L. c. 23K or 205 CMR reported by the gaming licensee (redaction to be utilized in lieu of complete withholding, where possible).	139.04(7)
19	Daily surveillance log	141.05(6)
20	To the extent surveillance, security, or internal control procedures are incorporated or implicated in any way in an incident report (redaction to be utilized in lieu of complete withholding, where possible).	139.04(7)
21	Marketing materials (Unless otherwise notated by the gaming licensee, if information is relative to a specific event, the information may be released post-event if no longer a trade secret or detrimental if made public).	142.02
22	Main bank closeout reports/variance reports	138.00
23	W2-G/1042-S report	142.02
24	Soft count variances	138.00
25	Daily figures contained in a slot win tax packet	140.00
26	Inventory of sensitive locks and keys	138.26
27	Those portions of the report(s) explicitly stating the gaming licensee's progress on meeting each of the stated goals and stipulations put forth in its RFA-2 application that relate to surveillance, security, internal controls, marketing, financial information covered by section 10 above, or any other section of this agreement.	139.04(4)

2. **Approval of Designation.** The gaming licensee has declared by way of application that it considers the information and materials identified in paragraph 1 above to contain a trade secret and/or that it would be detrimental to the gaming licensee if those materials were made public. The Commission agrees that the information and materials constitute a trade secret and/or that it would be detrimental to the gaming licensee if that information and material were made public and are entitled to confidential treatment under 205 CMR 103.00 and 139.02 and agrees to enter into this agreement in an effort to protect the information and materials from public disclosure.
3. **Identification of Information and Materials.** The gaming licensee agrees to clearly mark all information and materials subject to this agreement that are submitted to the Commission with the letters “NDA-CONFIDENTIAL” and to include, where possible, a cover page with the submission indicating that the information and materials are subject to this agreement.
4. **Requests for Public Records.** The Commission agrees that it will not voluntarily publicly disclose any information or materials that are the subject of this agreement whether by way of a response to a request for public records or otherwise. In the event that the Commission receives a request for the disclosure of any such materials or information it will deny the request, withhold the materials, and assert the statutory exemption, G.L. c.4, §7(26)(a), and/or any other applicable exemptions to the public records law.
5. **Notification and Waiver.** The Commission will make reasonable efforts to notify the gaming licensee of any request for the public disclosure of any information or materials that are the subject of this agreement. Notwithstanding this agreement, the gaming licensee may, by written approval, agree to the public release of any such information or materials in response to a public records request or upon request by the Commission.
6. **Use by the Commission.** Nothing contained in this agreement shall be construed so as to prevent the Commission from making use of any information or material provided by the gaming licensee or otherwise as part of an investigation, disciplinary matter, or in any other manner deemed necessary by the Commission. For example, the Commission will make use of the gaming licensee’s customer tracking data collected or generated by loyalty programs, player tracking software, player card systems, online gambling transactions or any other information system in the manner provided by St. 2011, c. 194, section 97.
7. **Liability.** The Commission will utilize best efforts and employ all reasonable measures to ensure that any information or materials that are the subject of this agreement are not publicly disclosed. In the event of a public release in violation of this agreement, however, the gaming licensee agrees to hold harmless the Commonwealth of Massachusetts, the Commission, its employees and agents, in either professional or personal capacities from liability and any claims for damages of any kind.
8. **Disclosures to Governmental Entities.** It shall not be a breach of this agreement for the Commission to provide information as directed by an order of any court or governmental agency of competent jurisdiction. If the Commission determines that it is legally obligated to disclose information or materials that are the subject of this agreement, the Commission will promptly provide the gaming licensee with written notice so that it may seek a protective order or take any other action deemed necessary. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. The Commission will disclose only such information as is legally required, and will notify the court or governmental agency of the existence of this agreement.
9. **Information Sharing with other Jurisdictions.** It shall not be a breach of this Agreement for the Commission to provide information regarding applicants or licensees to law enforcement entities or gaming authorities and other domestic, federal or foreign jurisdictions, including the Federal Bureau of Investigation in accordance with G.L. c.23K, §6(e) whether by way of Memorandum of Understanding or otherwise.
10. **Subpoenas.** In the event the Commission is served with a subpoena or other process for any information or materials that are the subject of this agreement, the Commission shall promptly notify the gaming licensee in writing and forward a copy of the subpoena in order that the gaming licensee may initiate efforts to quash the subpoena or otherwise oppose production of such information or materials. However, while the Commission itself may elect to do so, it shall be under no obligation to file any motion to quash or otherwise oppose the request for production.

11. **Modification and Amendment.** This agreement may be amended or modified only with the mutual written consent of the parties. The Commission may revisit the Approval of Designation for any information or material included in accordance with paragraphs 1 & 2 of this agreement and 205 CMR 103.12 at its discretion. Further, the Commission may require, after review of submitted information and documentation or otherwise, the agreement be modified if it determines that specific information or materials submitted or to be submitted are not clearly addressed in paragraph 1 of this agreement.
12. **Cumulative Obligations.** This agreement is intended to supplement and clarify the Commission’s obligations under the public records laws of the Commonwealth, G.L. c.66, §10. Nothing in this agreement shall be interpreted so as to supersede such obligations.
13. **Entire Agreement.** This agreement constitutes the entire agreement between the Commission and the gaming licensee relating to the matters discussed herein and supersedes all prior oral and written understandings with respect to the provision of such information or materials.
14. **Term and Termination.** This agreement shall remain in place until otherwise terminated.
15. **Non-waiver.** Any failure by either party to enforce the other party’s strict performance of any provision of this agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this agreement.
16. **Governing Law; etc.** This agreement will be governed by the laws of the Commonwealth of Massachusetts. If a provision of this agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this agreement that can be given effect without the invalid provision. Further, all terms and conditions of this agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
17. **Dispute resolution.** The parties agree to engage in all reasonable efforts to resolve any disputes arising from this agreement by mutual agreement. In the event the parties are unable to resolve such a dispute, a neutral single arbitrator shall be engaged to resolve the matter.

The parties have executed this agreement on the date first written above.

<u>PLAINVILLE GAMING AND REDEVELOPMENT, LLC</u>	<u>MASSACHUSETTS GAMING COMMISSION</u>
By:	By:
Print name:	Print Name:
Title:	Title:



MASSACHUSETTS GAMING COMMISSION

PLEASE SUBMIT THIS FORM TO:
MASSACHUSETTS GAMING COMMISSION
ATTENTION: OFFICE OF THE GENERAL COUNSEL
101 FEDERAL STREET, 13TH FLOOR
BOSTON, MA 02110

OR VIA EMAIL TO: catherine.blue@state.ma.us and todd.grossman@state.ma.us

REQUEST FOR NON-DISCLOSURE AGREEMENT (NDA)

Pursuant to 205 CMR 139.02 a gaming licensee may request that the Commission enter into a written NDA under the terms of which the Commission agrees not to release specified material or information publicly, in response to a request for public records or otherwise, and will assert the statutory exemption, M.G.L. c.4, §7(26)(a), and/or any other applicable exemptions, and withhold the applicable materials in response to any request for such record or information. Upon review of the gaming licensee's request, the Commission may execute such an agreement in its discretion. A specific request and rationale must be provided for each piece of information or category of information for which an NDA is sought. Please complete the following.

BACKGROUND INFORMATION

1. NAME OF GAMING LICENSEE
Plainville Gaming and Development, LLC, d.b.a Plainridge Park Casino
2. NAME AND TITLE OF INDIVIDUAL SUBMITTING REQUEST FOR NDA
Roberta Gregoire Compliance Manager
3. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL SUBMITTING REQUEST FOR NDA
508-576-4409 roberta.gregoire@pngaming.com

IDENTIFICATION OF INFORMATION

Please complete the following for each document, report, piece of information, or category thereof for which you seek a NDA:

1. IDENTIFY INFORMATION (MAY BE A SPECIFIC DOCUMENT, REPORT, PIECE OF INFORMATION, OR CATEGORIES THEREOF) (e.g.- the quarterly report describing the gaming licensee's financial position including key performance measures, narrative commentary on operating results, and where applicable, the capital reserve account contributions) Annual Report
2. IDENTIFY SECTION OF 205 CMR 139.00 THAT REQUIRES SUBMISSION OF THE SUBJECT MATERIAL
139.04(4)
3. EXPLAIN HOW YOU BELIEVE THE SUBJECT MATERIAL CONTAINS A TRADE SECRET(S) OR WOULD BE DETRIMENTAL TO THE GAMING LICENSEE IF IT WERE MADE PUBLIC:

The annual report outlines progress on meeting the goals outlined in the RFA application and includes sensitive information such as player's club accounts, amounts spent for media advertising and direct mail marketing, amount issued in promotional play, and other detailed financial information. The report may also include plans for future promotional events.

4. FREQUENCY INFORMATION IS REQUIRED TO BE SUBMITTED: Annually

5. SEEKING NDA ON ONE-TIME OR CONTINUING BASIS? one time continuing

6. IS THERE A WAY TO REDACT THE DOCUMENT OR AGGREGATE THE INFORMATION THAT WOULD ALLOW FOR PUBLIC RELEASE OF REMAINDER OF DOCUMENT? No

CERTIFICATION

On behalf of the aforementioned gaming licensee, I hereby certify under the pains and penalties of perjury that all information contained in this application or attached hereto is accurate to the best of my knowledge and understanding. Further, I represent that I have actual authority to submit this application.

Roberta Gregoire
Signature

2/1/2016
Date

FOR COMMISSION USE ONLY

REVIEWED BY: _____

DATE REVIEWED: _____

APPROVED

DENIED

APPROVED IN PART

NOTES/EXPLANATION:



MASSACHUSETTS GAMING COMMISSION

PLEASE SUBMIT THIS FORM TO:
MASSACHUSETTS GAMING COMMISSION
ATTENTION: OFFICE OF THE GENERAL COUNSEL
101 FEDERAL STREET, 13TH FLOOR
BOSTON, MA 02110

OR VIA EMAIL TO: catherine.blue@state.ma.us and todd.grossman@state.ma.us

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BACKGROUND INFORMATION

1. NAME OF GAMING LICENSEE
Plainville Gaming and Development, LLC, d.b.a Plainridge Park Casino
2. NAME AND TITLE OF INDIVIDUAL SUBMITTING REQUEST FOR NDA
Roberta Gregoire Compliance Manager
3. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL SUBMITTING REQUEST FOR NDA
508-576-4409 roberta.gregoire@pngaming.com

IDENTIFICATION OF INFORMATION

Please complete the following for each document, report, piece of information, or category thereof for which you seek a NDA:

1. IDENTIFY INFORMATION (MAY BE A SPECIFIC DOCUMENT, REPORT, PIECE OF INFORMATION, OR CATEGORIES THEREOF) (e.g.- the quarterly report describing the gaming licensee's financial position including key performance measures, narrative commentary on operating results, and where applicable, the capital reserve account contributions) Inventory of Sensitive Locks and Keys
2. IDENTIFY SECTION OF 205 CMR 139.00 THAT REQUIRES SUBMISSION OF THE SUBJECT MATERIAL
Inventory of sensitive locks and keys is required by 205 CMR 138.26 and provided to IEB upon request or quarterly

3. EXPLAIN HOW YOU BELIEVE THE SUBJECT MATERIAL CONTAINS A TRADE SECRET(S) OR WOULD BE DETRIMENTAL TO THE GAMING LICENSEE IF IT WERE MADE PUBLIC:

Disclosure of the sensitive lock and key inventory could potentially enable someone to create duplicate locks and/or keys and gain entry to sensitive areas within the facility or cash boxes in the slot machines. The inventory itemizes the name and code for each type of lock and key and the number of each owned by Plainridge.

4. FREQUENCY INFORMATION IS REQUIRED TO BE SUBMITTED: Quarterly

5. SEEKING NDA ON ONE-TIME OR CONTINUING BASIS? one time continuing

6. IS THERE A WAY TO REDACT THE DOCUMENT OR AGGREGATE THE INFORMATION THAT WOULD ALLOW FOR PUBLIC RELEASE OF REMAINDER OF DOCUMENT? No

CERTIFICATION

On behalf of the aforementioned gaming licensee, I hereby certify under the pains and penalties of perjury that all information contained in this application or attached hereto is accurate to the best of my knowledge and understanding. Further, I represent that I have actual authority to submit this application.

Roberta Gregorie
Signature

1/29/16
Date

FOR COMMISSION USE ONLY

REVIEWED BY: _____

DATE REVIEWED: _____

APPROVED DENIED APPROVED IN PART

NOTES/EXPLANATION: