



**MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #182**

March 17, 2016
10:00 a.m.

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



Massachusetts Gaming Commission



NOTICE OF MEETING and AGENDA

March 17, 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, March 17, 2016

10:00 a.m.

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

PUBLIC MEETING - #182

1. Call to order
2. Approval of Minutes
 - a. March 3, 2016
3. Administration – Ed Bedrosian, Executive Director
 - a. General Update
 - b. Region C Update
 - c. Plainridge Park Casino Reconciliation Issues – Commissioner Zuniga
4. Workforce, Supplier and Diversity Development – Jill Griffin, Director
 - a. Access and Opportunity Update – Chelan Brown, MGM Springfield; Jason Rosewell, MGM Springfield; Jason Garand, Carpenters Local 108
5. Research and Responsible Gaming – Mark Vander Linden, Director
 - a. Play My Way Update
6. Legal Division – Catherine Blue, General Counsel
 - a. Wynn Section 61 Presentations
 - Break
 - b. Easton Arbitration Award Request for Hearing - **VOTE**
 - c. Small Business Impact Statement for 205 CMR 134 – Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations - **VOTE**
 - d. Small Business Impact Statement for 205 CMR 116 – Persons Required to be Licensed or Qualified – **VOTE**
 - e. Review of PPC request for an NDA - **VOTE**
7. Investigations and Enforcement Bureau – Karen Wells, Director



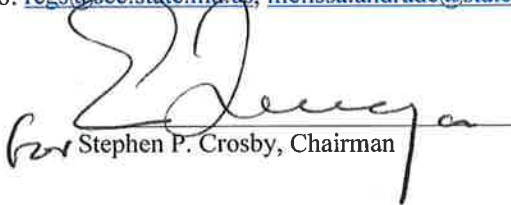
Massachusetts Gaming Commission

- a. Penn Qualifier - **VOTE**
- b. Gaming Vendor Primary License - **VOTE**

8. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

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

3/14/16
DATE


Stephen P. Crosby, Chairman

Date Posted to Website: March 15, 2016 at 10:00 a.m.



Massachusetts Gaming Commission



Meeting Minutes

Date/Time: March 3, 2016 – 10:00 a.m.

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

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

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

Call to Order

See transcript page 2

[10:00 a.m.](#) Chairman Crosby called to order the 180th Commission meeting.

Approval of Minutes

See transcript pages 2-3

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

[10:01 a.m.](#) Chairman Crosby noted a change in the schedule and stated that agenda item 9(c), Investigations and Enforcement Bureau, will go first.

Investigations and Enforcement Bureau (IEB)

See transcript pages 3-25

[10:01 a.m.](#) IEB Director Karen Wells reported on the gaming vendor primary license application investigation for Konami Gaming and their qualifiers. Konami Gaming is a large scale manufacturer of gaming machines and is based in Nevada. Director Wells provided a summary of the suitability background investigation and company

highlights. She acknowledged Sergeant Gina Joyce and Financial Investigations Supervisor Marlon Polite for their work on the investigation. Director Wells recommended that the Commission find Konami Gaming suitable for licensure.

[10:11 a.m.](#) Attorney Nicholas Casiello, representing Konami Gaming, responded to an inquiry from Chairman Crosby pertaining to the Kozuki Trust and Foundation. Attorney Casiello stated that the Trust has not distributed a significant amount to beneficiaries yet but it intends to do so. The Trust has made significant contributions to the University of Nevada and it continues to look at other endeavors in North America. He also stated that he has represented Konami for sixteen years and this has been one of the most professional and thorough investigations that he has been involved with. He noted that the staff understood the company and was appreciative of the cultural differences.

[10:18 a.m.](#) *Commissioner Stebbins moved that the Commission accept the report of the IEB and approve the application of Konami Gaming, Inc. for licensure as a gaming vendor primary. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Administration

See transcript pages 25-33

[10:25 a.m.](#) Executive Director Edward Bedrosian, Jr. reported on the following: the water damage to the office from the Valentine's Day flood has been mitigated and the building management was very responsive, a Host Community meeting was held in Brockton, the Commission has accepted an invitation from the Mashpee Tribe to meet with them on March 15th for a presentation, and the Commission anticipates returning to Brockton at the end of March to accept public comments and close out the Host Community meeting - which will result in a delay of Region C deliberations until the end of April.

[10:29 a.m.](#) Commissioner Zuniga reported on the annual risk assessment and internal audit memorandum. He stated that internal risks and procedures for risk mitigation are discussed with directors. External (casino) risks are mitigated with the IEB. He noted that coordination and consistency within the agency are critical and the Commission will get a compliance update in several months.

Workforce, Supplier and Diversity Development

See transcript pages 33-144

[10:34 a.m.](#) Director Jill Griffin reported on casino career opportunities for Massachusetts residents and the need to ensure there will be qualified candidates. She introduced representatives from the Massachusetts Casino Careers Training Institute who will provide an update on the gaming, culinary and hospitality training schools in Massachusetts.

[10:36 a.m.](#) Robert Le Page, from Springfield Technical Community College, provided a general workforce update and noted workforce development challenges. He also noted that there is a need for vocational training and a labor pool for casinos. He stated that they want to ensure that the certificates are transferable and career resources are available for individuals. The gaming school will provide career

assessment, standardized curriculum, pre-CORI review process, student data tracking, career awareness, and pre-assessment process. Commissioner Macdonald inquired about the transferability of casino training and Mr. Le Page responded that the students will receive workforce readiness and customer service skills that can move into retail, sales, call center and hospitality areas.

- [11:02 a.m.](#) Jeff Hayden, from Holyoke Community College, reported on the need to find other sources of funding for training. He stated that they have serviced over 228 people with a 90% completion rate and 82% have been placed in employment or have advanced in their jobs. He also reported they are gearing up for the next round.
- [11:08 a.m.](#) Mr. Le Page reported that customer service is a fundamental skill and they now offer a certificate which qualifies for federal aid. He stated that due to limited resources they have a waiting list for the program. He also reported on net job gains and return on investment. They have started focusing on construction and trades and offer entry level training and workforce readiness classes. He reported that next steps include developing a school funding model and hospitality workforce needs assessment for Boston.
- [11:29 a.m.](#) Darrell LeMar and Dr. Wayne Wormley, from Bunker Hill Community College, stated that they have an existing culinary and hospitality program and they are eager to collaborate with other institutions to move things forward.
- [11:30 a.m.](#) John Caressimo, Director of the Culinary Arts, Tourism, Casino and Hospitality Institute (“CATCH”) at Bristol Community College, reported on CATCH and the creation of a new degree program – Associate of Applied Science in Hospitality Management. He stated that the goal is to educate and train workers in the hospitality industry. He provided an overview of the CATCH and casino concentration courses. He reported on the casino lab at the Taunton campus located in the Galleria Mall. He stated that they are working on a promotional campaign and the college is committed to the success of the program. They have been in touch with the Mashpee Tribe and discussed opportunities.
- [11:42 a.m.](#) Paul Vigeant, from Bristol Community College, stated that they conducted a needs survey for the Mashpee Tribe, they secured funding to do workforce training, and they are offering hospitality and customer service trainings onsite. He also noted that they offer non-credit courses and vocational certificates for individuals that are not interested in pursuing an associate’s degree.
- [11:51 a.m.](#) Chairman Crosby suggested that maybe the schools could offer a responsible gaming certificate for GameSense Advisors. Director Griffin stated that she will follow up on this idea with Director Mark Vander Linden.
- [11:53 a.m.](#) The Commission took a short recess.
- [12:00 p.m.](#) The meeting resumed.
- [12:00 p.m.](#) Director Griffin stated that she invited several vendors to report on their experiences with Plainridge Park Casino (“PPC”). She reported that as of February 15th, PPC has contracted with 210 Massachusetts vendors with a spend totaling

about \$12.5 million. She also noted that 4.6 percent of PPC contracts went to minority, woman and veteran business enterprises totaling about \$850,000.

[12:02 p.m.](#) Gary Gomes, Owner of Logistico, LLC, reported on his experience as a vendor with PPC. He reported that his company, located in Webster, is a minority-owned business focused on procurement operations. He stated that 90% of his business is with the federal government and includes supplying equipment to help fight the war on drugs. He stated that working with PPC has provided stability for his company, increased hours for his workers, exposed his company to other Penn National properties, and allowed his company to diversify and not just work with the federal government. He stated that his company has provided PPC with hard to find equipment such as a display case for Flutie's restaurant.

[12:10 p.m.](#) Wendy Webber, President of Kittredge Foodservice Equipment & Supplies, reported on her experience as a vendor with PPC. She reported that her company, located in Agawam, is a woman-owned business that offers full-service restaurant equipment throughout New England. She reported that the business is growing and they are in the process of hiring new employees. Dennis Reardon reported on their relationship with PPC and the opportunity to do work on a national level. He also reported on their work with MGM and the Mission project in Springfield, which resulted in a \$260,000 kitchen project.

[12:16 p.m.](#) Mary Ann Campisano, Owner of M.A.C. Graphics, reported on her experience as a vendor with PPC. She reported that her company, located in Mansfield, is a woman-owned business that provides high quality printing and marketing materials. She stated that PPC is a major client for her company and she has provided PPC with elevator wraps, wall graphics, invitations, banners, and marketing collateral. She also stated that she appreciates the support she received from the MGC licensing staff – Bill Curtis and Maryann Bratton-Davis – as they were helpful and encouraged her to get her license.

[12:25 p.m.](#) Corean Reynolds, Intern for the Office of Workforce, Supplier and Diversity Development, reported on the baseline survey sent to Massachusetts PPC vendors to gain insight on the impact of gaming on local businesses, the licensing process, and identify any needs for technical assistance. She stated that the voluntary and anonymous survey was sent out to 94 vendors in October 2015 and they received 28 responses. She stated that she followed up with additional emails to solicit additional responses. She reported that the survey provided vendor demographics and vendor registration process feedback which included strengths (finding information on the MGC website) and challenges (fingerprinting process).

[12:31 p.m.](#) Paul Connelly, Director of Licensing, reported on the vendor survey feedback and noted that more vendors answered the free-form questions than the multiple choice. He stated that the feedback was positive and where it was critical, it was in areas they have already identified and have been working on. The vendors requested completion certificates and a streamlined process for DOR certificates of good standing. He also addressed the issue of fingerprinting and noted scheduling challenges and discomfort expressed by those who have never gone through the process.

[12:37 p.m.](#) Ms. Reynolds reported that the largest technical assistance need identified by vendors was in the areas of social media and marketing. She stated they plan to connect the vendors with technical assistance resources. She also stated that vendors reported they were optimistic about their growth in the next few years. She reported they plan to review and revise the survey and create a timeline for future surveys.

[12:42 p.m.](#) Director Griffin noted that Ms. Reynold's last day as an intern will be March 11th and she thanked her for her service to the Commission. Ms. Reynolds thanked the Commission and noted that Director Griffin was a great mentor.

Research and Responsible Gaming

See transcript pages 144-159

[12:44 p.m.](#) Director Mark Vander Linden and Marlene Warner, from the Massachusetts Council on Compulsive Gambling ("Council"), reported that March is National Problem Gambling Awareness Month. Ms. Warner highlighted some Council activities which included: advocacy, public awareness, collaboration with MA State Lottery on a problem gambling awareness poster campaign, participation at problem gambling conferences, March 8th screening day activities, and outreach to recovery centers. Ms. Warner also highlighted a client story about Thomas, who was convicted of crimes relating to a gambling addiction. When Thomas was in prison he participated in a Council gambling addiction program called Square One. A Square One advocate assisted Thomas with prison release supports which included securing a job managing a catering program.

[12:59 p.m.](#) The Commission recessed for lunch.

[1:34 p.m.](#) The meeting resumed.

[Agenda taken out of order in order to file emergency regulations]

Investigations and Enforcement Bureau

See transcript pages 159-170

[1:34 p.m.](#) Loretta Lillios, Chief Enforcement Counsel and Deputy Director, presented on amendments to regulations: 205 CMR 134 and 205 CMR 116, and went through the changes pertaining to temporary licensing for employees and vendors, terms of license for employees, new qualifiers, and gaming vendor qualifiers. She requested that the Commission adopt the regulations as an emergency and start the formal promulgation progress.

[1:45 p.m.](#) *Commissioner Macdonald moved that the Commission approve the recommended changes to draft regulations 205 CMR 134.12, 205 CMR 134.16, 205 CMR 134.04(7), and 205 CMR 116.7 on an emergency basis. Motion seconded by Commission Cameron. Motion passed unanimously.*

Commissioner Macdonald moved that the Commission approve the draft regulations 205 CMR 134.12, 205 CMR 134.16, 205 CMR 134.04(7), and 205 CMR 116.7 for formal promulgation. Motion seconded by Commission Cameron. Motion passed unanimously.

Legal Division

See transcript pages 170-197

- [1:48 p.m.](#) General Counsel Catherine Blue stated that the Commissioners need to nominate and elect a Secretary and Treasurer for the Commission.
- [1:48 p.m.](#) *Commissioner Stebbins moved to nominate Commissioner Macdonald to serve as Secretary of the Commission for the year beginning March 2016. Motion seconded by Commissioner Cameron. Commissioner Macdonald abstained from the vote. Motion passed 4-0 with one abstention.*
- [1:49 p.m.](#) *Commissioner Stebbins moved to nominate Commissioner Zuniga to serve as Treasurer of the Commission for the year beginning March 2016. Motion seconded by Commissioner Cameron. Commissioner Zuniga abstained from the vote. Motion passed 4-0 with one abstention.*
- [1:50 p.m.](#) Ombudsman John Ziemba reported on the draft and review process for Section 61 Findings for the Wynn project in Everett. He stated that the Secretary of Energy and Environmental Affairs issued a Certificate and required enhanced public review. The Massachusetts Department of Transportation is having a public hearing next week on the draft findings. He also reported on a proposed schedule for an MGC consultant presentation and public hearing, along with an option to post a pre-Commission review draft for early comment.
- [2:00 p.m.](#) General Counsel Blue provided an update on the Mohegan Sun litigation concerning the Region A Wynn license. She reported on the protective order and Mohegan Sun's request to expand the record. Mohegan Sun is seeking unredacted versions of the RFA-1 and RFA-2 applications. She requested that the Commission delegate authority to the General Counsel and Executive Director to review the documents and make a determination on confidential treatment.
- [2:04 p.m.](#) Commissioner Macdonald stated that he has met with General Counsel Blue and she has made available to him all the documents identified at issue. Commissioner Macdonald stated that he reviewed a sample of the documents, he is comfortable with the process, and he recommended that the Commission adopt General Counsel Blue's proposal.
- [2:08 p.m.](#) *Commissioner Macdonald moved that the Commission approve the recommendation of General Counsel Blue with regard to the release of the documents that are at issue in the Mohegan Sun litigation and the recommended process for the Commission's determination of confidential documents as described by General Counsel Blue. Motion seconded by Commissioner Cameron. Motion passed unanimously.*
- [2:09 p.m.](#) General Counsel Blue presented on the Small Business Impact Statements for regulations 205 CMR 133: Voluntary Self-Exclusion and 205 CMR 152: Individuals Excluded from a Gaming Establishment.
- [2:10 p.m.](#) *Commissioner Cameron moved that the Commission approve the Small Business Impact Statements for regulations 205 CMR 133: Voluntary Self-Exclusion and 205*

CMR 152: Individuals Excluded from a Gaming Establishment. Motion seconded by Commissioner Macdonald. Motion passed unanimously.

[2:11 p.m.](#) Ombudsman Ziemba presented on the 2016 Community Mitigation Fund Reserve applications. Ombudsman Ziemba requested approval to establish \$100,000 reserves for eight communities and approval for a grant to the City of Springfield for \$350,000 for the Springfield Historic Preservation Trust. He noted that rollover applications from 2015 include the following communities: Attleboro, North Attleboro, Hampden, and Melrose.

[2:14 p.m.](#) *Commissioner Zuniga moved that the Commission approve the Community Mitigation Fund Reserve applications as outlined in the packet for the communities of Attleboro, Everett, Hampden, Melrose, North Attleboro, Plainville, Revere, and Springfield. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

[2:15 p.m.](#) *Commissioner Stebbins moved that the Commission approve a one-time grant from the Community Mitigation Fund in the amount of \$350,000 to the Springfield Historic Preservation Trust Fund. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

Racing Division

See transcript pages 197-204

[2:16 p.m.](#) Dr. Alexandra Lightbown, Director of Racing, reported on proposed changes to regulation 205 CMR 149: Race Horse Development Fund and noted that the informal comment period has ended. General Counsel Blue presented on the Small Business Impact Statement and noted that a lot of comments were received pertaining to recognition of a horseman's group. She stated that the amendments to this regulation were not designed to recognize a horseman's group but to get purse money out to as many people who can race.

[2:22 p.m.](#) *Commissioner Cameron moved that the Commission approve regulation 205 CMR 149: Race Horse Development Fund for formal promulgation and the Small Business Impact Statement. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Investigations and Enforcement Bureau

See transcript pages 204-216

[2:23 p.m.](#) Bruce Band, Assistant Director and Gaming Agents Division Chief, reported on the Fair Deal tip program. He stated that the tip program is part of an effort to ensure integrity of the state's gaming industry. He acknowledged Gaming Agent Luis Lozano for coming up with a structured tip program and also acknowledged MGC staff Mike Sangalang, Elaine Driscoll and Dan Macdonald for their work on the program awareness campaign. The tip line will be checked on a regular basis, the information will be logged, and staff will follow up on the tips. Ms. Driscoll stated that they will look into expanding to other social media applications such as texting a tip. The Commissioners were presented with a mock design of signage that will be posted in the casino alerting patrons, gaming employees, and the public on ways to provide helpful information to the IEB.

Other Business Not Reasonably Anticipated

See transcript pages 216-217

2:36 p.m. *Having no further business, a motion to adjourn was made by Commissioner Cameron. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

List of Documents and Other Items Used

1. Massachusetts Gaming Commission, Notice of Meeting and Agenda dated March 3, 2016
2. Massachusetts Gaming Commission, Draft Meeting Minutes dated February 18, 2016
3. Massachusetts Gaming Commission, Memorandum dated February 4, 2016, regarding Internal Audit/Quality Assurance Status Report
4. Community College Hospitality and Resort Casino Workforce Development Progress Update
5. CATCH Institute at Bristol Community College Update
6. Massachusetts Gaming Commission Survey of MA-Based Plainridge Park Casino Vendors
7. Vendor Presentations
8. Small Business Impact Statement for 205 CMR 152
9. Small Business Impact Statement for 205 CMR 133
10. Massachusetts Gaming Commission, Memorandum dated March 1, 2016, regarding 2016 Community Mitigation Fund Applications with attachments
11. Draft 205 CMR 149: Race Horse Development Fund
12. Small Business Impact Statement for 205 CMR 149: Race Horse Development Fund
13. Massachusetts Gaming Commission Communications Plan for the Launch of the Fair Deal Tip Program, dated February 26, 2016
14. Draft 205 CMR 134: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives and Labor Organizations
15. Draft 205 CMR 116: Person Required to be Licensed or Qualified
16. Massachusetts Gaming Commission, Memorandum dated February 29, 2016, regarding Suitability Investigation of Konami Gaming, Inc., Applicant for Licensure as a Gaming Vendor-Primary

/s/ Catherine Blue

Catherine Blue, Assistant Secretary



No Documents

DRAFT

REGION C

SOUTHEASTERN MASSACHUSETTS

Estimated CATEGORY 1 (Resort-Casino) Timeline

LAST UPDATED: 3/16/2016

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 hearing in Surrounding Community (Holbrook)
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

DRAFT

March 1	Open Host Community Hearing in Brockton
March 15	Presentation by Mashpee Wampanoag Tribe to Massachusetts Gaming Commission
March 24	Applicant response to Mashpee Wampanoag Tribe's presentation
March 28	Close Host Community Hearing in Brockton
April 2016	ANTICIPATED DECISION ON CATEGORY 1 REGION C LICENSE

No Documents

Massachusetts Gaming Commission MGM Springfield Diversity Update

March 17, 2016



BELLAGIO® ARIA® VDARA® MGM GRAND® THE SIGNATURE AT MGM GRAND® MANDALAY BAY® DELANO™ LAS VEGAS THE MIRAGE® MONTE CARLO™ NEW YORK-NEW YORK®
LUXOR® EXCALIBUR® CIRCUS CIRCUS® LAS VEGAS CIRCUS CIRCUS® RENO, NEVADA SILVER LEGACY™ RENO, NEVADA BEAU RIVAGE® BILOXI, MISSISSIPPI
GOLD STRIKE® TUNICA, MISSISSIPPI MGM GRAND® DETROIT, MICHIGAN MGM® NATIONAL HARBOR, MARYLAND MGM® SPRINGFIELD, MASSACHUSETTS
BORGATA® ATLANTIC CITY, NEW JERSEY GRAND VICTORIA® ELGIN, ILLINOIS MGM MACAU™, CHINA MGM GRAND® SANYA, CHINA MGM® COTAI, CHINA

AGENDA

1. Outreach Update
2. Construction Workforce
3. Design Commitments
4. Construction Commitments



Outreach Update



OUTREACH UPDATE

1. Outreach to MBE, WBE and VBE Owned Businesses
2. Outreach to Local Community Groups
3. Community Partners Network
4. Diversity Task Force
5. Union Partnership & Outreach
 - Veterans Interested in Construction and Unions Open Houses
 - One on One meetings with Unions and Union Apprenticeship Programs
6. Outreach Events
 - Union and Union Apprenticeship Program Referral Update
 - Upcoming Outreach Events/Dates

OUTREACH TO MBE, WBE & VBE COMPANIES

Design & Consulting:

Ref	Company	Location	Diversity Status
1	Akal Engineering Inc.	Berlin, MA	MBE
2	C & C Consulting Engineers	Boston, MA	MBE
3	CM Technical	Springfield, MA	VBE
4	Timothy Haahs & Associates, Inc.	Blue Bell, PA	MBE

Construction:

Ref	Company	Location	Diversity Status
5	Eastern General Contractors, Inc.	Springfield, MA	MBE
6	Gilliam Painting Co.	North Franklin, CT	MBE
7	Gomes Construction Company, Inc.	Ludlow, MA	WBE
8	Green Insulation, Inc.	Adams, MA	WBE
9	Supplies Exchange Systems	Dorchester, MA	MBE

COMMUNITY GROUP MEETINGS

Ref	Organization	Location
1	A.W.A.K.E. Inc.	Springfield, MA
2	Community Works	Springfield, MA
3	HAP Housing	Springfield, MA
4	Partners for Community	Springfield, MA
5	Springfield Partners for Community Action	Springfield, MA
6	Springfield Technical Community College – Division of Workforce Development	Springfield, MA
7	Springfield Veterans Services Dept.	Springfield, MA
8	Springfield Vets Center	West Springfield, MA
9	Western Mass. Employment Collaborative	Springfield, MA
10	Urban League of Springfield	Springfield, MA
11	Veterans Inc.	Springfield, MA

COMMUNITY PARTNERS NETWORK

Ref	Organization	Location
1	A.W.A.K.E. Inc.	Springfield, MA
2	Community Works	Springfield, MA
3	East African Cultural Center	Springfield, MA
4	Greater Springfield NAACP	Springfield, MA
5	HAP Housing	Springfield, MA
6	Ludlow Veterans Services Organization	Ludlow, MA
7	Neighbor to Neighbor	Springfield/Holyoke, MA
8	Partners for Community	Springfield/Holyoke, MA
9	ROCA	Springfield, MA
10	School Based Services	Springfield, MA
11	Springfield Partners for Community Action	Springfield, MA
12	Springfield Veterans Services Dept.	Springfield, MA
13	Springfield Vets Center	West Springfield, MA
14	Western Mass. Employment Collaborative	Springfield, MA
15	Uptown Construction Collaborative	Springfield, MA
16	Urban League of Greater Springfield	Springfield, MA.
17	Veteran's Inc.	Springfield, MA
18	Westover Job Corps.	Westover, MA
19	YWCA/Youth Build	Springfield, MA

Notes:

(1) Organizations highlighted in yellow represent new organizations to the network since last AOC meeting.

COMMUNITY PARTNERS NETWORK

Progress Made to Date:

- **February 4, 2016** - Community Partners Network Update Meeting Held
- Network meets monthly. Meetings are facilitated by a paid facilitator to help organize the structure and work of the network.
- Identified two main areas of focus:
 - Working together to recruit diverse populations who meet union requirements and are ready to join a Union/Union JATC
 - Working to recruit diverse populations that are interested in the unions who may not meet union requirements, and who need supportive services and soft skill training.
- Has grown in new members from 9 to 19 community based organizations.

CONSTRUCTION DIVERSITY TASK FORCE

- **Week of March 7th 2016** - First Meeting held
- The Construction Workforce Task Force is made up of representatives from:
 - Community Partners Network
 - Local trade unions
 - MGM Springfield Construction representatives
- The mission is to provide a venue for members of the community, trade union representatives, and construction representatives to increase access to opportunities for women, minority, and veterans in the construction trades and workforce



UNION PARTNERSHIP & OUTREACH

Veterans Interested in Construction and Union Workforce Open Houses

- **February 2-3, 2016** - Open House held at Carpenters Union #108 in Springfield, MA
- Partnered with Carpenters Union #108, and Ironworkers #7 to deliver the presentation to attendees.
- Attended by 18 local veterans
- MGM Springfield is working to make the appropriate union referral for veterans that attended



UNION PARTNERSHIP & OUTREACH

Individual Meetings with Local Trade Unions

- MGM has met/outreached with the following trade unions and will continue to meet individually with local trade unions.

Ref	Union Name	Trade	Location
1	Bricklayers and Allied Craftsmen Union Local #3	Bricklayers	Springfield, MA Field Office
2	Carpenters Union #108	Carpentry	Springfield, MA
3	IBEW	Electrical	Springfield, MA
4	International Union Elevator Constructors Local #41	Elevator Construction	Springfield, MA
5	Ironworkers Local #7	Iron	Springfield, MA
6	Laborers Union #999	General Construction Labor	East Longmeadow, MA
7	PVBT Business Managers	All trades	Western Mass. Regions
8	Sheet Metal Workers Local	Sheet Metal	Springfield, MA

Notes:

(1) Unions highlighted in yellow represent new unions met with since last AOC meeting.

UNION PARTNERSHIP & OUTREACH

Individual Union Meeting Discussion Items:

- Goals of One on One Union Meetings
- Construction Timelines of the MGM Springfield Project
- MGM Springfield Diversity Program
- Union's ability to meet the diversity goals of the MGM Springfield project
- Potential partnerships between MGM and the Union
- MGM Springfield Union Referral System

UNION APPRENTICESHIP PROGRAM REFERRAL UPDATE

Trade Union Referral System:

- MGM is following up with over 100 contacts who may be interested in joining the union through the following:
 - MGM Springfield On-Line Construction Workforce Interest Form
 - Referrals and list from our community partners
 - Attendance at outreach events
- MGM is tracking the progress of each referral and documenting all union referral work in a union referral database.

OUTREACH EVENTS

- **February 29, 2016** - Tour of Westover Job Corp. Facility
- **March 2, 2016** - Roger L. Putnam High School Site Tour & Construction/Union Information Session
- **March 2016** - 1st Diversity Construction Task Force Meeting
- **March - April 2016** - Women & Minorities Interested in Construction Open Houses
- Periodic Outreach through community radio stations
 - **February 25, 2016** - Chelan Brown appeared as a guest on WTCC Urban League's Community Focus Program

Construction Workforce



WORKFORCE DIVERSITY STATISTICS - TOTAL

THROUGH FEBRUARY 25, 2016

Group	Project Goals	Project To Date %
Women	6.90%	10.53%
Minority	15.30%	28.32%
Veteran	8.00%	8.50%

Notes:

- (1) Statistics include all workforce reports that were received by MGM as of February 25, 2016.
- (2) The Diversity plan approved by the MGC allows reporting to include hours allocated to multiple diversity categories. 4.6% of total workforce hours are included in two of the diversity categories. There are not any hours currently reported within three diversity categories.

Design & Construction Commitments



DESIGN & CONSTRUCTION COMMITMENTS

THROUGH FEBRUARY 29, 2016

Group	Project Goals	Commitments	Variance	Company Count	Value
WBE	10.0%	11.6%	1.6%	25	\$6.40M
MBE	5.0%	11.3%	6.3%	17	\$6.20M
VBE	2.0%	2.9%	0.9%	7	\$1.59M

Notes:

(1) Total Commitments through February 29, 2016 are \$55.0M.

(2) Includes companies that are certified with the following agencies:

- MBE - Massachusetts Supplier Diversity Office or Greater New England Minority Supplier Development Council.
- WBE - Massachusetts Supplier Diversity Office or Women's Business Enterprise National Council.
- VBE - United States Department of Veteran Affairs or Massachusetts Gaming Commission.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

Design Commitments



DESIGN COMMITMENTS

THROUGH FEBRUARY 29, 2016

Group	Project Goals	Commitments	Company Count	Value
WBE	10.0%	11.1%	8	\$2.68M
MBE	5.0%	6.5%	6	\$1.57M
VBE ⁽³⁾	2.0%	2.9%	2	\$0.69M

Notes:

- (1) Total Commitments through February 29, 2016 are \$24.1M.
- (2) Includes companies that are certified with the following agencies:
 - MBE - Massachusetts Supplier Diversity Office or Greater New England Minority Supplier Development Council.
 - WBE - Massachusetts Supplier Diversity Office or Women's Business Enterprise National Council.
 - VBE - United States Department of Veteran Affairs or Massachusetts Gaming Commission.
- (3) Value for VBE (Stevens & Associates) is included in the Construction Commitments because they are being billed through Tishman.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

DESIGN COMPANIES

THROUGH FEBRUARY 29, 2016

Ref	Company	Scope	Location	Diversity Status
1	AAC Investments, LLC dba Avenue Interior Design	Interior Design	Los Angeles, CA	WBE
2	AFO Project Consulting, LLC	Construction Consulting	Las Vegas, NV	VBE
3	Andelman & Lelek Engineering, Inc.	Energy Modeling	Norwood, MA 02062	WBE
4	Convergent Technologies Design Group, Inc.	Acoustics/ Audio Visual/ IT/ Low Voltage	Lockport, NY 14094	WBE
5	Copley Wolff Design Group, Inc.	Full Landscape Architectural Services	Boston, MA 02116	WBE
6	Desman, Inc.	Parking Garage Bridging Documents (LOA)	Boston, MA 02108	MBE
7	Dietz & Company Architects, Inc.	Full Service Architecture and Interior Design	Springfield, MA 01103	WBE
8	Engineers Design Group, Inc.	Structural Engineering Consulting Services	Malden, MA 02148	MBE

Notes:

- (1) These companies are certified by the following agencies:
- Massachusetts Supplier Diversity Office
 - National Women's Business Enterprise Certification
 - Massachusetts Gaming Commission

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

DESIGN COMPANIES

THROUGH FEBRUARY 29, 2016

Ref	Company	Scope	Location	Diversity Status
9	Fernandez & Associates	Fire Protection Design and Code Consulting Services	Byfield, MA	MBE
10	Marshall Moya Design, LLC	Architectural Services	Washington, DC	MBE
11	MCLA, Inc.	Lighting	Washington, DC 20007	WBE
12	Soden Sustainability Consulting, LLC	LEED	Winchester, MA 01890	WBE
13	Spec's Design Group, LLC	Interior Design	Springfield, MA	WBE
14	Stevens & Associates	Façade Stabilization Design	Brattleboro, VT 05302	VBE
15	VAV International, Inc.	Mechanical Consulting	Woburn, MA 01801	MBE
16	WA Architects, Inc.	Architectural Services	Cleveland, OH 45202	MBE

Notes:

- (1) These companies are certified by the following agencies:
- Massachusetts Supplier Diversity Office
 - National Women's Business Enterprise Certification
 - Massachusetts Gaming Commission

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

Construction Commitments



CONSTRUCTION COMMITMENTS

THROUGH FEBRUARY 29, 2016

Group	Project Goals	Commitments	Company Count	Value
WBE	10.0%	12.0%	17	\$3.71M
MBE	5.0%	15.0%	11	\$4.62M
VBE	2.0%	2.9%	5	\$0.90M

Notes:

(1) Total Commitments through February 29, 2016 are \$30.9M.

(2) Includes companies that are certified with the following agencies:

- MBE - Massachusetts Supplier Diversity Office or Greater New England Minority Supplier Development Council.
- WBE - Massachusetts Supplier Diversity Office or Women's Business Enterprise National Council.
- VBE - United States Department of Veteran Affairs or Massachusetts Gaming Commission.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

DIVERSE CONSTRUCTION COMPANIES

THROUGH FEBRUARY 29, 2016

Ref	Company	Scope	Location	Diversity Status
1	American Environmental, Inc.	Abatement	Holyoke, MA 01040	MBE
2	Ayala Excavating and Trucking, LLC	Trucking	Springfield, MA 01107	MBE
3	BECO Electrical Contractors, Inc.	Electrical	Monson, MA 01057	VBE
4	Berkshire Concrete Cutting, LLC	Saw Cutting	Torrington, CT 06790	WBE
5	C&C Contractors, LLC	Trucking Services	Springfield, MA 01104	MBE
6	CK Flooring Solutions, Inc.	Carpet Installer	Chicopee, MA 01020	WBE
7	CMJ, LLC	Property Management/Maintenance	Springfield, MA 01101	MBE
8	Connecticut Drywall Finishing, Inc.	Drywall	West Springfield, MA 01089	WBE
9	Connecticut Temperature Controls LLC	Controls	Newington, CT 06131	VBE
10	EDM Construction, Inc.	Carpentry & Structural Steel Erection	Merrimac, MA 01860	WBE
11	E L Waterman, Inc.	Pipe Supplier	Foxboro, MA 02035	WBE
12	Erection & Welding, LLC	Steel Supplier	New Milford, CT 06776	MBE
13	Evermore Light & Power, Inc.	Electrical	Somerville, MA 02145	WBE

Notes:

(1) Green highlighted companies have worked on site and been paid as of January 31, 2016.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

DIVERSE CONSTRUCTION COMPANIES

THROUGH FEBRUARY 29, 2016

Ref	Company	Scope	Location	Diversity Status
14	Frisoli Electric, Inc.	Electrical	Holbrook, MA 02343	VBE
15	Granite City Electric Supply Company, Inc.	Electrical Supplier	Quincy, MA 02169	WBE
16	JRL Construction, Inc.	General Contractor - Demolition	Springfield, MA 01103	VBE
17	Kittredge Equipment Company, Inc.	Kitchen Equipment	Agawam, MA 01001	WBE
18	L.K. Sheet Metal, Inc.	Sheet Metal	East Hartford, CT 06108	WBE
19	Larry's Trucking Co.	Trucking	Springfield, MA 01129	MBE
20	Lindon Group	Piping Materials	East Providence, RI 02914	WBE
21	Medeiros Hydroseeding & Landscaping Construction, Inc.	Trucking and Soil Materials	Monson, MA 01057	MBE
22	New England Foundation Company, Inc.	Helical Piles	Andover, MA 01810	WBE
23	Northeastern Steel Corporation	Steel Distributor	Revere, MA 02151	MBE
24	Optimum Building & Inspection, Inc.	Carpentry	Springfield, MA 01104	MBE
25	Performance Testing & Balancing LLC	Testing & Balancing	South Hampton, MA 01073	VBE
26	Rebars & Mesh, Inc.	Concrete	Haverhill, MA 01835	WBE

Notes:

(1) Green highlighted companies have worked on site and been paid as of January 31, 2016.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise

DIVERSE CONSTRUCTION COMPANIES

THROUGH FEBRUARY 29, 2016

Ref	Company	Scope	Location	Diversity Status
27	S&F Concrete, Inc.	Concrete	Hudson, MA 01749	MBE
28	Security Construction Services, Inc.	Fencing	Hudson, MA 01749	WBE
29	Steere Engineering, Inc.	Engineering Services	Warwick, RI 02886	WBE
30	Titan Roofing Company	Roofing	Springfield, MA 01104	MBE
31	Triton Leasing and Rental, Inc.	Demolition & Abatement	Feeding Hills, MA 01030	WBE
32	Ultimate Abatement Company, Inc.	Abatement	Plainfield, MA 01070	WBE
33	Willow Tree Outdoor, LLC	Landscape	Springfield MA 01105	WBE

Notes:

(1) Green highlighted companies have worked on site and been paid as of January 31, 2016.

WBE = Woman-owned Business Enterprise; MBE = Minority-owned Business Enterprise; VBE = Veteran-owned Business Enterprise



**MGC Comprehensive Communications Plan
For the Launch of PlayMyWay Program**
March 2016



Last Updated: March 14, 2016

I. BACKGROUND

The Massachusetts Gaming Commission approved the development and implementation of a pilot program at Plainridge Park Casino (PPC) known as the Play Management System (PM) or “PlayMyWay”. PM is a responsible gaming initiative that will provide patrons with a voluntary limit-setting option to budget and track their play. As part of the MGC’s responsible gaming program known as GameSense, the PM initiative is an innovative budgeting tool designed to allow customers the ability to monitor the amount of money they spend on electronic gaming machines, and to support their decision to continue or stop play. A first-of-its-kind initiative in the United States, this pilot program is part of a comprehensive and innovative approach to responsible gaming strategies, with a particular focus on problem gambling prevention and customer protection practices. PM is intended to help players make decisions about gambling, allow them to monitor and understand their playing behavior in real time, and support their decisions.

The test program will be offered to PPC’s Marquee Reward (MR) members. MR players will have the opportunity to enroll in the program at any slot machine, GameSense kiosk or at the GameSense Info Center. The computerized program will prompt MR players to voluntarily choose a daily, weekly or monthly budget- setting a limit on how much to spend at PPC. Once enrolled, patrons will receive notification as they approach 50% and 75% of the spent budget. Players will also receive a notification when they reach 100% of the budget and if they continue to play, notifications will be received at 25% intervals. A player can unenroll or adjust the budget at any time.

To generate increased awareness and encourage usage of the pilot program, MGC will aggressively execute the following comprehensive communications plan through a combination of marketing and advertising, traditional media outreach, and by maximizing the use of the newest technologies available including social media platforms and other innovative methods of new media.

II. OBJECTIVES

- Introduce the development and implementation of PlayMy Way
- Educate the public on the purpose and benefits of PlayMyWay and how to enroll
- Promote PlayMyWay as an innovative and voluntary budgeting tool
- Increase awareness of MGC's commitment to responsible gaming via the establishment of the GameSense brand and its various components

III. TARGET AUDIENCE

All communication initiatives have been developed and will be executed with the intention of reaching the following constituents, stakeholders and key decision-makers:

- PPC Marquee Rewards patrons
- Local Media
- Gaming Trade Media
- Host Community residents
- Surrounding Community residents
- MA Elected Officials
- MGC licensees and applicants
- Horse racing community
- Massachusetts residents
- Mass Council on Compulsive Gambling
- Other public health and advocacy stakeholders

IV. KEY MESSAGES

The following messages should be applied uniformly throughout all communication activities:

1. PlayMyWay is a voluntary budgeting tool designed to provide players with helpful information to personalize and manage play.
2. Patrons can choose a daily, weekly, or monthly budget for how much to spend at Plainridge Park Casino.
3. PlayMyWay is a voluntary pilot program for PPC's Marquee Rewards players.

4. Patrons can enroll in PlayMyWay at several locations including slot machines, GameSense Info Center, or at a GameSense kiosk on the gaming floor.
5. MGC responsible gaming initiatives are innovative and comprehensive.

V. STRATEGY

- A. Introduce the PlayMyWay to Marquee Rewards players via highly-targeted branding and marketing initiatives
- B. Educate Plainridge Park Casino employees and GameSense Advisors about the availability and functionality of the play management system through a series of communication outreach methods
- C. Increase general awareness of PlayMyWay by developing and executing a strategic advertising campaign
- D. Highlight the availability of this budgeting tool and MGC's commitment to innovative responsible gaming strategies to the general public by launching a comprehensive traditional and social media campaign

VI. BRANDING CONSIDERATIONS

It is important to note that other gaming jurisdictions offering Play Management caution against positioning the program in marketing materials as strictly a responsible gaming initiative. Instead, it is recommended that the most successful programs develop marketing materials that are more "customer experience focused" and stress that the program is a patron benefit and a personalized budgeting tool that provides for the ability to control and customize patron play - to simply help patrons track spending and time. It should be stressed that the system is voluntary. **Attached find information that demonstrates the position and approach of a similar effort in Ontario, Canada.

In collaboration with MORE advertising, MGC staff strategically designed marketing materials with input from other jurisdiction and Plainridge Park Casino that are more in keeping with casino promotion materials as opposed to the style of GameSense collateral. PlayMyWay materials include a vibrant and gaming-oriented font and imagery. However, MGC staff chose the use a similar color-scheme to the GameSense brand so that there is an identifiable but subtle connection.

VII. TACTICS

A. Strategy: Introduce PlayMyWay to Marquee Rewards players via highly-targeted branding and marketing initiatives

Action Steps:

1. **Marketing Collateral:** Based on the brand concept, MGC staff requested MORE Advertising develop a series of marketing materials to introduce PlayMyWay to PPC's MR patrons. PPC staff will assist with the distribution and inclusion of materials disseminated to loyalty customers. Required collateral includes:
 - a. **Email Blasts:** PPC will distribute two email blasts to rewards customers. 1.) A detailed email blast dedicated solely to the introduction of PM. 2.) A tag line inclusion on a second customer loyalty email that includes other promotional information.
 - b. **Tri-fold Brochure**
 - c. **Rack Card**
 - d. **Retractable Banner**
 - e. **Digital Signage:** PPC has offered to promote PM on various digital signs on-site. *Need to provide PPC with logo and content.*

B. Strategy: Educate Plainridge Park Casino employees and GameSense Advisors about the availability and functionality of the Play Management system via a series of communication outreach methods

Action Steps:

1. **Training:** MGC staff continue to host training sessions for PPC employees/GameSense advisors prior to launch of PM. Sessions provide an overview of the program and how to enroll.
2. **Employee Signage**

C. Strategy: Increase general awareness of the Play Management System by developing and executing a strategic advertising campaign

Action Steps:

1. **Advertising Campaign:** MORE to update radio ad to include introduction of PM.

a. **Additional Advertising Opportunities:** Need to coordinate with MORE about the potential to update other advertising elements to include the introduction and availability of PM. This option may not be preferable at this time as the pilot program is solely available to rewards customers.

D. Strategy: Highlight the availability of the Play Management System and MGC's commitment to innovative responsible gaming strategies to the general public by launching a comprehensive traditional and social media campaign

Action Steps:

1. **Introduction Press Release:** Draft and widely distribute a press release via all available communication tools (MGC blog, Constant Contact, Facebook, Twitter) that provides a detailed introduction of the Play Management System. Include information about the GameSense program and its other various components. Highlight MGC's ongoing efforts and partnerships aimed at a comprehensive strategic approach to responsible gaming. Use opportunity to establish and introduce key messages that will be repeated throughout comms campaign. Also introduce a series of hashtags that will be used aggressively across all social media platforms leading up to opening, i.e. #manageyourplay, #playitsmart, #budgettool #keepitfun #MAcasinos #MAslots #GameSense.
2. **Slot Machine Photo Op:**
 - a. **Media Advisory:** Draft and distribute media advisory to promote photo op.
3. **Digital Animation:** MGC staff worked closely with DigitalMass to develop a short digital animation that will be distributed across multiple social media platforms.
4. **Media Interviews:** Schedule one-on-one print, TV and radio interviews to provide media representatives with detailed insight on play management development and implementation.
5. **Public Meeting Agenda:** Schedule public meeting agenda item to increase awareness of PM launch date.
6. **Website Content Updates:** Update content on several websites including MassGaming.com, GameSenseMA.com and Plainridge Park Casino. Also provide updated content to the Mass Council of Compulsive Gambling to ensure uniform messaging.

7. **INFOGRAPHS:** Develop a series of infographics that support the to-be-developed PM brand. Graphics to function as a very general introduction of the program and will provide educational information on functionality. Infographics to be distributed across multiple social media platforms including those available to MGC and GameSense.

VIII. TRACK COVERAGE

MGC communications staff will closely track all related opening media coverage through Meltwater News Service and Results TVeyes. Search options will be updated to reflect this plan and maximize capture of media mentions.

IX. IMPLEMENTATION



STRATEGY	ACTION STEPS	TIMING	PARTICIPANTS	STATUS
A. Introduce PM to MR players via highly-targeted branding and marketing initiatives	1. Develop branding/marketing collateral <ul style="list-style-type: none"> a. Email blasts b. Tri-fold brochure c. Rack Card d. Retractable banner e. Digital Signage 	1. February/March	MORE Mark V. Elaine D. Mike S. Michele Collins	1. Complete
B. Educate PPC employees and GameSense Advisors about the availability and functionality of PM via a series of communication outreach methods	1. Training for employees 2. Employee Signage	1. December 2. February/March	Mark V. MORE Signage review to include: Elaine D. Mike S.	1. Ongoing 2. Complete

<p>C. Increase general awareness of PM by developing and executing a strategic advertising campaign</p>	<p>1. Advertising Campaign a. Possibly enhance existing advertising to include PM intro</p>	<p>1. March</p>	<p>MORE Mark V. Elaine D. Mike S.</p>	<p>MORE and MGC to discuss options and determine appropriate next steps</p>
<p>D. Highlight the availability of PM, MGC's commitment to innovative responsible gaming strategies to the general public by launching a comprehensive traditional and social media campaign</p>	<p>1. Intro press release 2. Slot Machine/kiosk photo op 3. Digital Animation 4. Media Interviews 5. Public Meeting agenda 6. Website content updates 7. Infographs</p>	<p>1. April 2. April 3. March 4. April/May 5. April/May 6. March/April 7. March/April</p>	<p>Elaine D. Mike S. DigitalMass Mark V.</p>	<p>1.Pending 2.Pending 3.Complete 4.Pending 5.Pending 6.Pending 7.Pending</p>


X. SAMPLE MATERIALS


Examples of marketing collateral:

1. Email Blast

PLAINRIDGE PARK CASINO FOLLOW US  

Michele Collins Marquee Rewards: XQ043

 **You have \$xxx Free SLOTPLAY®**
Offer is valid one (1) time during the following period:
\$xxx Free SLOTPLAY - 11/01/2015 to 11/30/2015
Michele Collins
Marquee Rewards: XQ043
[Click Here to View Your Offers](#)

 **\$100,000 Audi A6 Giveaway**
Earn entries now through November 7, 2015. 50X entries Mondays and Wednesdays.
Card-in drawings on November 7 to win \$1,000 Free SLOTPLAY. Winner every 10 minutes 4PM - 10PM. GRAND PRIZE DRAWING of a 2016 AUDI A6 or \$40,000 in CASH AT 11PM.
[Click Here to Learn More](#)

CASINO · PROMOTIONS · DINING · ENTERTAINMENT

[VIEW YOUR OFFERS HERE](#)

PLAINRIDGE PARK CASINO

Valid for Free SLOTPLAY® only. Free SLOTPLAY® will be available on specified gaming days from 8:00am - 11:00pm. Available promotional Free SLOTPLAY® from 11:00pm - 12:00am. Downloaded Free SLOTPLAY® is valid for 24 hours only. Not coupon required. 800x multiplier valid calendar day 12AM - 11:59PM only based on card round time. Offers are non-transferable and non-refundable. This offer is subject to change or cancellation per the discretion of Plainridge Park Casino management. Void only at Plainridge Park Casino. Plainridge Park Casino is not responsible for lost or misplaced mail or email. Must be 21 or older to redeem this offer. Must be present to win. See Player Services for complete details.

IF YOU GAMBLE USE YOUR **GameSense**. VISIT GAMESENSEMA.COM

We Understand Your Problem. We Can Help. 1-800-426-1234
301 Washington St. Plainville, MA 02782

To ensure delivery to your inbox, please add marketing@plainridgepark.com to your address book. Please do not reply to this email. We are unable to respond to inquiries sent to this address. [Click here to contact us](#)

[Responsible Gaming](#) | [Privacy Policy](#)

If you would like to unsubscribe from this email list, [click here](#).

2. Rack Card

Exclusively at OLG Slots
at Georgian Downs

Introducing My PlaySmart.

You control the fun.



More than ever,
we're helping our players to
"Know Your Limit,
Play Within It."

WHAT IS MY PLAYSMA?RT?
My PlaySmart is an innovative personal tracking tool created for the slot machines at OLG Slots at Georgian Downs, and our new Player Plus rewards program.

HOW DOES IT WORK?
To get started, you'll need a My PlaySmart card or Player Plus card, both of which you can get at the Player Plus desk. Insert the card of your choice in a slot machine and create your profile, which includes the option to set:

- The amount of time you want to spend playing daily
- The amount of money you want to spend daily

At any time, you can set up your profile at the Player Plus desk, kiosk or slot machine. You can change it at the desk or kiosk but can only delete it at the desk.

WHAT ARE THE BENEFITS OF MY PLAYSMA?RT?
With My PlaySmart, you'll never have to worry about going over the time or spend amount you intended for your visit. During your playing session, you'll receive notifications to help you keep track of your play.

Everyone is free to access the benefits of My PlaySmart, including:

PLAYER PLUS MEMBERS:
My PlaySmart is already a tool you can use with your new card – all you need to do is set up your profile!

NON-MEMBERS:
If you prefer not to join Player Plus, you can sign up for a My PlaySmart card at the Player Plus desk. This card will be yours to keep and can be used whenever you visit OLG Slots at Georgian Downs.

**Playing within your limit just got a lot simpler.
Visit the Player Plus desk to pick up your card today.**

Play Smart  PlaySmart.ca olg.ca 

Know your limit. Play within it.

3. Customer poster



Introducing My PlaySmart.
You control the fun.

By creating a My PlaySmart profile, you'll be able to track your slot machine play by setting:

- The amount of time you want to spend playing
- The amount of money you want to spend

Visit the Player Plus desk today for more details.

PlaySmart.ca

Play Smart  
Know your limit. Play within it. olg.ca AT GEORGIAN DOWNS



**YOUR PLAY,
YOUR WAY.**

Introducing My PlaySmart:
an innovative tool built in to the Player Plus card.


Now you can customize your playing sessions by setting:

- ★ The amount of time you want to spend playing
- ★ The amount of money you want to spend

PICK UP YOUR CARD TODAY!


Play Smart  
Know your limit. Play within it. olg.ca AT GEORGIAN DOWNS

4. Employee Signage



Introducing My PlaySmart.
Members control the fun.

My PlaySmart is an innovative personal play management tool created for the slot machines at OLG Slots at Georgian Downs and our new Player Plus rewards program.



By creating a My PlaySmart profile, our members will be able to track their daily slot machine play by setting:

- The amount of time they want to spend playing
- The amount of money they want to spend

Encourage members to set up their profile.

XI. SAMPLE PLAYMYWAY MATERIALS

1. Email blast



INTRODUCING
PlayMyWay

The Smart Way to Track Your Play
PlayMyWay, an innovative budgeting to help you personalize your play, is now available at Plainridge Park Casino.

PlayMyWay is an exclusive offer for Marquee Rewards® members. And it's entirely voluntary. Track your play by setting the amount you want to spend over a day, week or month. As you play, you'll receive automatic notifications to help you keep track of your spending.

Get Started With Your Marquee Rewards® Card
It's easy to enroll in PlayMyWay using your Marquee Rewards® Card. If you don't have one, it's available at Plainridge Park Casino Player Services.

You can also enroll at the GameSense Info Center at Plainridge Park Casino, or at a GameSense Kiosk on the gaming floor.

How PlayMyWay Works

-  Once you're enrolled, you'll get automatic notifications as you approach, and if you exceed the budget you've set for daily, weekly, or monthly spending.
-  You can choose to stop or keep playing. You can also unenroll in PlayMyWay at any time.

Learn more about PlayMyWay by speaking with a GameSense Advisor or visiting GameSenseMA.com.

BONUS \$5 Food Credit for First-time Enrollees
First time enrollees in PlayMyWay also receive a one-time \$5 food credit that can be used at any food vendor at Plainridge Park Casino.
Food voucher received via mail after sign-up.

If you or someone you know needs immediate help with a potential gambling problem, call the Massachusetts Council on Compulsive Gambling Helpline - 24 hours: 800-438-3224.

 **GameSense**

2. Rack Card



INTRODUCING
Play My Way

PlayMyWay, an innovative budgeting tool to help you personalize your play, is now available at Plainridge Park Casino.

PlayMyWay is an exclusive offer for Marquee Rewards® members. And it's entirely voluntary.

Track your play by setting the amount you want to spend over a day, week or month. As you play, you'll receive automatic notifications to help you keep track of your spending.

Get Started With Your Marquee Rewards® Card

Enrolling in PlayMyWay is simple! Just insert your Marquee Rewards® Card into a slot machine or other electronic gaming device. You'll be given the option to enroll on the spot or to decline.

The Smart Way to Track Your Play

BONUS \$5 Food Credit for First-time Enrollees

First-time enrollees in PlayMyWay also receive a one-time \$5 food credit that can be used at any food vendor at Plainridge Park Casino.

Food voucher received via email after sign-up.

How PlayMyWay Works

Once you're enrolled, you'll get automatic notifications as you approach, and if you exceed the budget you've set for daily, weekly, or monthly spending.

You can choose to stop at any point or keep playing.

You can also enroll, adjust your budget, or un-enroll in PlayMyWay from any game, at the GameSense Info Center, or at a GameSense Kiosk.

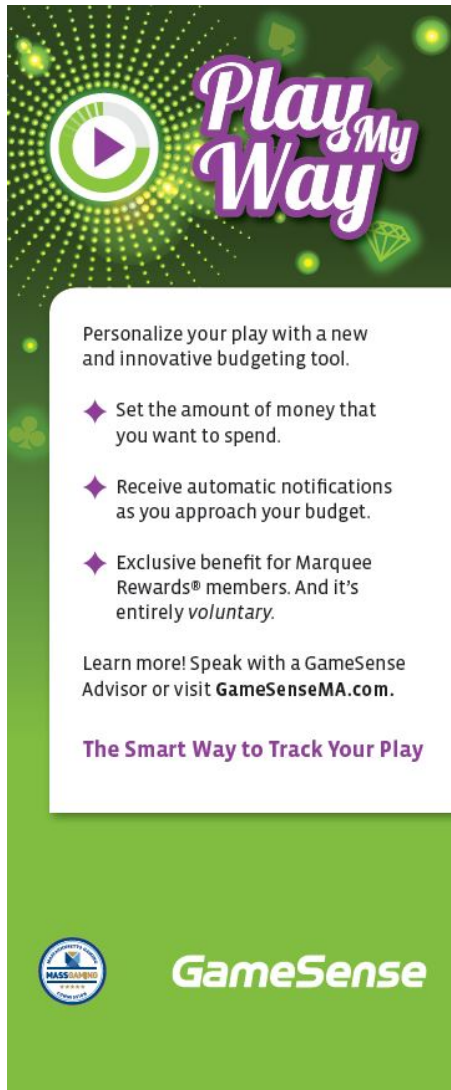
Learn more about PlayMyWay by speaking with a GameSense Advisor or visiting GameSenseMA.com.

If you or someone you know needs immediate help with a potential gambling problem, call the Massachusetts Council on Compulsive Gambling (1-800-327-6700) or visit www.mass.gov/60136.

 **GameSense**

DRAFT

3. Pull Up Banner




The banner features a green background with a play button icon and the text "Play My Way" in a stylized font. Below this, a white box contains text and a list of bullet points. At the bottom, there is a green bar with the GameSense logo and the text "GameSense".

Personalize your play with a new and innovative budgeting tool.


- ◆ Set the amount of money that you want to spend.
- ◆ Receive automatic notifications as you approach your budget.
- ◆ Exclusive benefit for Marquee Rewards® members. And it's entirely *voluntary*.

Learn more! Speak with a GameSense Advisor or visit GameSenseMA.com.

The Smart Way to Track Your Play

 **GameSense**

4. Employee Signage



PlayMyWay

INTRODUCING

PlayMyWay is a GameSense budgeting tool available to **Marquee Rewards® members**. Participation is entirely voluntary.

How does it Work?


- ◆ Players set the amount they want to spend over the course of a day, week or month.
- ◆ Once enrolled, players get automatic notifications on their game screen as they approach the budgets they've set. They have the choice to stop or to continue to play.
- ◆ Players also get a notice when they hit 100% of the set budget and again have the choice to stop or keep playing. If they continue to play, they'll get notifications each time they surpass the budget by another 25%.

How do Players Enroll?

- ◆ The first time a player inserts a Marquee Rewards® Card into an electronic gaming device, they get the option to either enroll on the spot or to decline.
- ◆ They can also enroll in PlayMyWay at the GameSense Info Center or at a GameSense Kiosk.
- ◆ If they choose not to enroll right away, they'll be reminded of the offer after 30 days when they use their Marquee Rewards® Card.

Questions

Further questions about PlayMyWay can be directed to a GameSense Advisor.

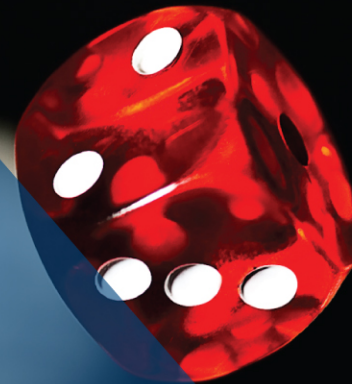
 **GameSense**



PLAY_{MY}WAY USER INTERFACE UPGRADES

MASSACHUSETTS GAMING COMMISSION

MARCH 17, 2016



WELCOME SCREEN - BEFORE

Would you like to use Play Management?

Play Management is a tool designed to provide you information that could help you manage your gambling. Choose a daily, weekly, or monthly budget for how much you spend (your losses) here at Plainridge Park Casino. Play Management will remind you of your choices as you get close to your budget. You decide whether to stick with your budget or keep gambling.

If you sign up for Play Management, you'll receive a \$5 food credit on your Marquee Rewards card within 24 hours.

You can change your budget choices at any gaming machine, GameSense Kiosk or GameSense Info Center. Do you want to set up your Play Management choices now?



Yes,
set my choices

No, proceed
to game

★ Player club level



PLAINRIDGE PARK
CASINO



Player name



Today's Points

WELCOME SCREEN - AFTER



INTRODUCING PLAYMYWAY

IT'S THE SMART WAY TO TRACK YOUR PLAY.

Set the amount you want to spend.

As you play, you'll receive automatic notifications to help you keep track of your spending.

You can adjust your budget or un-enroll at any time.



TERMS AND CONDITIONS - BEFORE

TERMS AND CONDITIONS

Before you make your Play Management choices, please read these Play Management terms and conditions.

- You are responsible for keeping your Marquee Rewards PIN safe.
- Play Management is a guide. Ultimately, how much you gamble is your choice.
- Play Management will only involve your play on electronic gaming machines at Plainridge Park Casino
- Play Management does not guarantee that you will stick with the budget choices that you set.
- Using Play Management doesn't mean that you won't lose money.
- Your anonymous Play Management data may be used for research purposes. (Researchers will not be able to identify you from this data.)



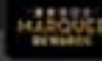
I agree

No, proceed to game

★ Player club level



PLAINRIDGE PARK CASINO



Player name




WELCOME SCREEN - AFTER

TERMS AND CONDITIONS

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- Your anonymous Play Management data may be used for research purposes. (Researchers will not be able to identify you from this data.)



I agree

No, proceed to game

Player club level

PLAINRIDGE PARK CASINO

Game Status

MASSACHUSETTS GAMING COMMISSION

Player name

today's Points



TERMS AND CONDITIONS

PLAYMYWAY IS A GUIDE.

Ultimately, how much you gamble is your choice.

PlayMyWay does not guarantee you will stick to the budget you set.

Using PlayMyWay doesn't mean you won't lose money.

PlayMyWay will only involve your play at Plainridge Park Casino.



SET YOUR BUDGETS - BEFORE

Welcome,
My Play Management Choices.

Here are the Play Management choices you can use to build your gambling budget. Determine the most you want to spend during a day, week, and/or month. Press "confirm my Play Management choices" when you are done making your budget choices.

Daily
Budget

Set Budget

Weekly
Budget

Set Budget

Monthly
Budget

Set Budget



Confirm my
Play Management
choices

RESET

Cancel, Return
to game

★ Player club level



PLAINRIDGE PARK
CASINO



BEST
HARDWARE
REWARDS

Player name



Today's Points

SET YOUR BUDGETS - AFTER



SET YOUR BUDGETS

HOW MUCH DO YOU WANT TO SPEND?

DAILY

 SET

WEEKLY

 SET

MONTHLY

 SET

GAMESENSE INTERFACE - BEFORE



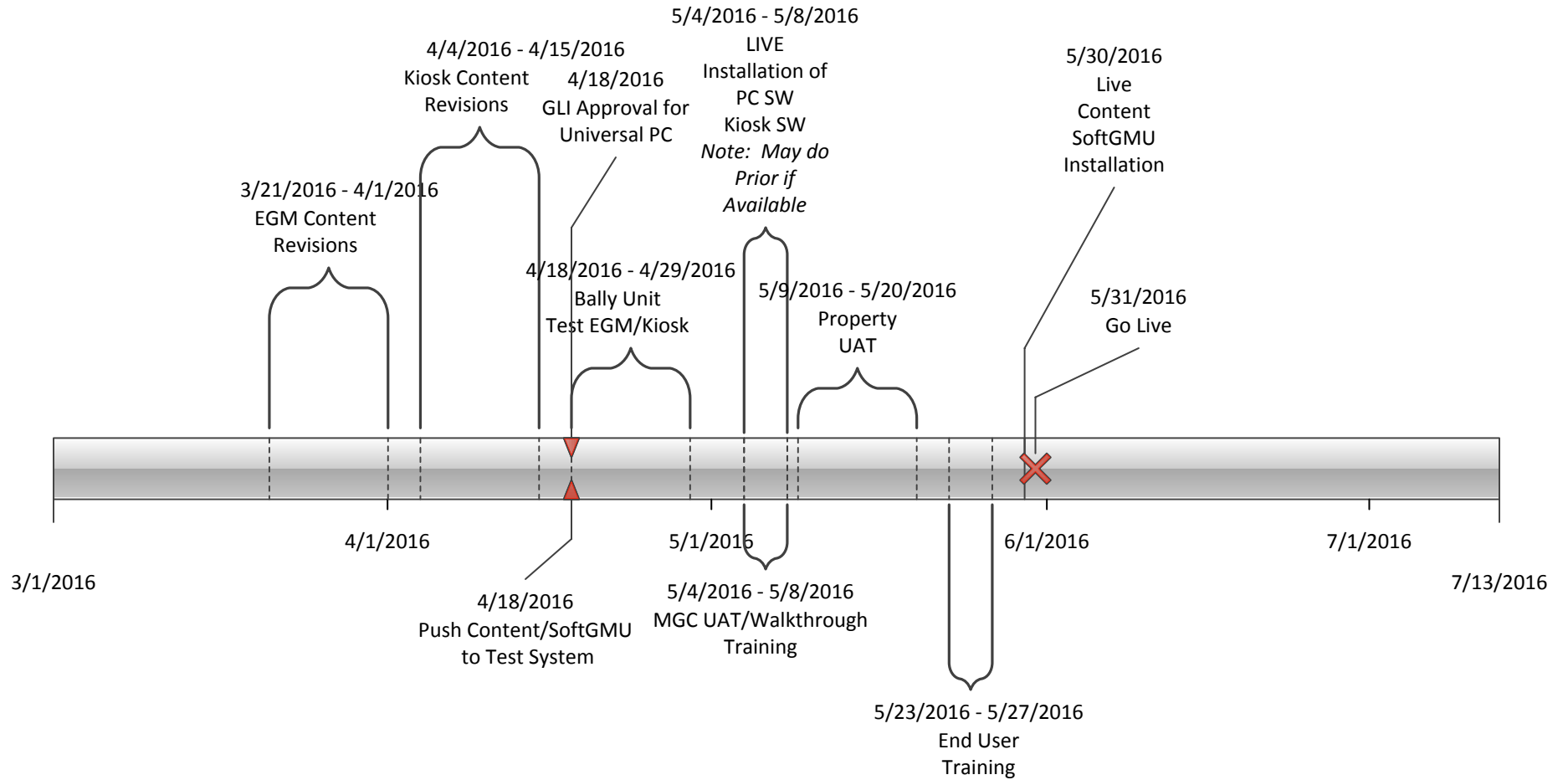
GAMESENSE INTERFACE - AFTER



PLAY IT SMART.



Plainridge Park Play My Way



BLATMAN, BOBROWSKI, MEAD & TALERMAN, LLC
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NEWBURYPORT, MA 01950
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FAX 978.463.7747

JASON R. TALERMAN
Jay@bbmatlaw.com

February 11, 2016

VIA MAIL AND EMAIL

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

Re: Mass Gaming & Entertainment, LLC ("MGE") - Category 1 Applicant
Objection to Arbitration Decision
Town of Easton (the "Town") - Surrounding Community

Dear Ms. Blue:

As you are aware, on February 5, 2016, the Arbitration Panel in the above referenced matter found in favor the Applicant MGE after a one-day arbitration hearing. While the Town has the utmost respect for the qualifications and integrity of each member of the arbitration panel, it is compelled to register its objection to the final result.

First, and foremost, as is plainly evident in the decision, the arbitrators were left frustrated with the arbitration process itself. Indeed, the arbitration process is fundamentally flawed and inequitable. Not only does the process deprive the arbitrators from forging a compromise, it also grossly favors casino applicants. That is, while the process permits a license applicant to draw upon years of studies and planning, it allows an aggrieved town only a week to establish a case. In this instance, the arbitration panel originally provided three-days notice of the format of the arbitration (exchange of memoranda). While such deadline was extended to one week, the Town submits that such timeline, which was dictated by the Gaming Commission, disabled the Town from preparing a case with sufficient detail to match the multitude of materials and studies that MGE had collected throughout years of study. Given this fundamental inequity, it is perhaps unsurprising that the arbitration panel placed more reliance on MGE's materials in reaching its ultimate and arbitrary result.

Second, despite the inequitable nature of the process, the Town categorically rejects the conclusion that its claims regarding public safety impacts were "speculative". To the contrary, the Town provided the affidavit testimony of the Chiefs of its Fire and Police departments. Far from speculation, the Police Chief's affidavit provided direct first hand-knowledge of a spike in traffic incidents emanation from the former gaming facility in Raynham (dog racing).

Furthermore, both such public safety officials stated unequivocally that their respective departments were in budgetary distress and could not handle any increase in activity without the hiring of additional officers, carrying a total extra expenditure of \$491,000.00¹ per year. In response to this direct evidence, MGE submitted not a shred of reliable evidence on the issue of public safety impacts.

Third, and relatedly, the Arbitrators decision with respect to public safety impacts misconstrues the applicable statutory requirements and sets forth a dangerous precedent. As noted above, and as is plainly revealed by a simple perusal of the parties' respective memoranda, MGE never evaluated, discussed or considered public safety impacts during the course of their dealings with the Town but, rather, confined their entire analysis to basic traffic impacts. As you are aware, the Gaming Act affirmatively states that it is the applicant that "bears a responsibility to identify, address and minimize any potential negative consequences of their business operations." G.L. c. 23K, §1(8). The Gaming Act further requires that "the applicant shall ... identify the infrastructure costs of the host and surrounding communities incurred in direct relation to the construction and operation of a gaming establishment and commit to a community mitigation plan for those communities." G.L. c. 23K, §15(7), *emphasis supplied*. The impacts that an applicant has the duty to evaluate are not limited to traffic and rather, as cited by the Gaming Commission's Regulations, include, but are not limited to, impacts to public safety services. 205 CMR 125.01(2)(b)(4). Certainly, as an erstwhile applicant, MGE was cognizant of these regulations. Furthermore, in that MGE both reviewed these issues with the host community of Brockton and offered tangential data at the arbitration on these issues, it cannot pretend to be surprised that the Town of Easton raised these issues, as it was permitted to do within this arbitration. In response to the Town's concerns and evidence on these issues, MGE simply stated, at the arbitration, that it didn't study public safety concerns because it didn't feel any such concerns existed. Such proclamation was offered despite the above-stated affirmative duties levied under the Gaming Act and despite MGE's plain knowledge that such concerns are typical in analysis of casino-related impacts. Nonetheless, the arbitration panel accepted MGE's feigned ignorance in this regard. Not only is such result inconsistent with the Gaming Act but it also sets a dangerous precedent. To wit, by rewarding MGE for failing to study the public impacts that it had a duty to evaluate, the arbitration panel has provided a template under which an applicant may simply plead ignorance on key issues of public concern, to its advantage in the surrounding community process.

Fourth, the arbitration panel's conclusions simply cannot be reconciled with the arbitration panel's decision regarding the Town of Longmeadow. As discussed more fully in the Easton's arbitration memo, in the Longmeadow arbitration, a small (3%) increase in traffic to local roads formed the basis of a conclusion that already understaffed police and fire departments would need additional funds in order to respond the predictable increase of traffic incidents and emergencies. As affirmatively demonstrated by Easton, its police and fire departments are even busier than Longmeadow's and are equally understaffed. The unrebutted evidence and testimony, including evidence by the Town's traffic consultant, indicated that the increase in traffic to Easton was the same approximate increase that Longmeadow would suffer. Despite these stark similarities and despite the fact the Gaming Regulations and Arbitration Handbook expressly allow and encourage consideration of other arbitration awards, the Arbitration panel's

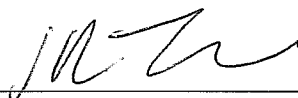
¹ The Arbitrators' decision misstates this figure as \$391,000.

decision is entirely silent on Longmeadow's arbitration. The Town of Easton submits that failure to consider the Longmeadow arbitration result as well as Easton's lengthy presentation with respect to the same has resulted in irreconcilable and disparate results and is otherwise arbitrary and capricious.

Based upon the foregoing, the Town of Easton respectfully requests that the Commission draw on its equitable powers and reject the final decision of the arbitration panel.

Thank you.

Sincerely,
The Easton Board of Selectmen,

By: 

Jason Talerman, Town Counsel

cc: J. Yunits, Esq.
C. Le Ray, Esq.
Arbitration Panel

February 5, 2016

VIA E-MAIL AND
OVERNIGHT DELIVERY

Mass. Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110
Attention: Catherine Blue
General Counsel

Re: Binding Arbitration
MGE-Easton-Surrounding Community Agreement

Dear Ms. Blue:

On behalf of the Arbitration Panel, enclosed please find the report of the Arbitration Panel formed to resolve a dispute with respect to the Surrounding Community Agreement to be entered into by Mass Gaming & Entertainment, LLC and the Town of Easton, pursuant to 205 CMR 125.01 (6)(C).

Yours truly,


Peter D. Corbett

PDC/dc
Enclosure

cc: Charles N. Le Ray, Esq.,
Counsel for Mass. Gaming & Entertainment
Jason R. Talerman, Esq.,
Counsel for Town of Easton
Hon. Gregory Baler (Ret.)
J. Raymond Miyares, Esq.

8691602.1

COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS GAMING COMMISSION

SURROUNDING COMMUNITY ARBITRATION BETWEEN
MASS GAMING & ENTERTAINMENT, LLC
AND
THE TOWN OF EASTON

REPORT AND FINAL ARBITRATION AWARD

This Report and Final Arbitration Award is filed with the Massachusetts Gaming Commission and issued to the parties hereto pursuant to 205 CMR 125.01(6)(c)7.

Procedural Background

There are eight municipalities that border on the City of Brockton, the host community to the gaming establishment proposed by Mass Gaming & Entertainment, LLC (MGE). Those communities are Abington, Avon, East Bridgewater, Easton (the "Town"), Holbrook, Stoughton, West Bridgewater and Whitman. Each of these was voluntarily designated by MGE as surrounding communities in its RFA-2 application for a Category 1 gaming license from the Massachusetts Gaming Commission.

Being unable to reach agreement on a Surrounding Community Agreement between them, MGE and the Town served notice on the Commission of their intent to commence this arbitration pursuant to 205 CMR 125.01(6)(c)2. Subsequently, the parties commenced the process of selecting a panel of arbitrators (the "Panel"), with Hon. Gregory R. Baler (Ret.) selected by MGE, J. Raymond Miyares selected by the Town, and Peter D. Corbett mutually selected by the other two arbitrators for the Panel.

MGE and the Town submitted their best and final offers ("BAFOs") for a Surrounding Community Agreement to the Panel pursuant to *M.G.L. c. 23K, §15(9)* and 205 CMR 125.01(6)(c)3. Pursuant to 205 CMR 125.01(6)(c)4, MGE also submitted copies of the surrounding community agreements it has executed with Abington, Avon, East Bridgewater, Holbrook, Stoughton and Whitman. Each party also provided the Panel with briefing, affidavits and exhibits in support of their respective positions.

A one-day arbitration hearing was held on February 2, 2016, during which the parties presented arguments. In particular, MGE's traffic expert, Robert Michaud of MDM Transportation Consultants, Inc., presented the results of the firm's traffic study and a critique of two traffic memoranda submitted by the Town's traffic expert, BETA Group, Inc., (prepared by Kien Ho and Tyler de Ruiten). Because representatives of BETA were not present at the hearing, the Town was given the opportunity to submit a written response to Mr. Michaud's critique. That response was submitted on February 3, 2016.

The Panel deliberated after the close of the hearing on February 2, and again by telephone on February 5, 2016. Based on these deliberations, the Panel hereby submits this Report specifying which of the BAFOs of the parties shall be the surrounding community agreement between MGE and the Town, as required by 205 CMR 125.01(6)(c)7.

Discussion and Report

The parties' respective BAFOs differ in four principal ways:

- (1) MGE's BAFO provides for an initial Community Impact Fee of \$60,000, to be paid prior to the proposed gaming establishment's being open for business to the general public. See MGE's Appendix A, §2. The Town's BAFO sets this payment at \$150,000. See Easton's Exhibit O, §2.
- (2) MGE's BAFO provides for an annual Community Impact Fee of \$130,000, the initial quarterly installment payment of which is to be paid prior to the proposed gaming establishment's being open for business to the general public. See MGE's Appendix A, §§1.1, 2. The Town's BAFO sets this payment at \$250,000. See Easton's Exhibit O, §§1.1, 2.
- (3) MGE's BAFO provides for the annual Community Impact Fee to be increased by 5% commencing on the fifth anniversary of the proposed gaming establishment's being open for business to the general public, with additional 5% increases every five years thereafter. See MGE's Appendix A, §§1.1, 2. The Town's BAFO provides for annual 2½% increases commencing on the fifth anniversary of the proposed gaming establishment's being open for business to the general public. See Easton's Exhibit O, §§1.1, 2.
- (4) The Town's BAFO includes a provision granting the Town a "Unilateral Right to Amend" the Surrounding Community Agreement under specified circumstances. See Easton's Exhibit O, §10.5. MGE's BAFO contains no such provision.

The Panel recognizes that "[i]n reaching its decision, the arbitrators shall select the best and final offer of one of the parties and incorporate those terms into the report." 205 CMR 125.01(6)(c)7. This is what is often referred to as "baseball arbitration," where each party presents its BAFO and the Panel must choose one BAFO without modification. The governing rules leave no option for the Panel to make any adjustments to the selected BAFO. See 205 CMR 125.01(6)(c)7.

The applicable regulations do not specify the standard to be used in choosing between the parties' BAFOs. The Massachusetts Gaming Commission, however, has issued a Handbook for Binding Arbitration between an Applicant for a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement, which suggests (at page 7) that "the goal of the arbitration process is to arrive at a fair and reasonable agreement," and lists (at page 7-8) 12 factors that the Panel "may consider," including "[t]he degree to which the proposed mitigation fee adequately and reasonably compensates the surrounding community of the adverse impacts found by the [Panel] to affect the surrounding community [and t]he reasonableness of other conditions included in each party's BAFO...."

At the hearing, the parties' arguments appear to have assumed that the "fair and reasonable" standard was to govern the Panel's decision, and the Panel agrees.

In support of its BAFO, MGE submitted a Traffic Study prepared by MDM, as well as the six Surrounding Community Agreements that MGE has entered into with other Surrounding Communities. MGE's position, in starkest terms, is that "Easton's roads will receive negligible casino resort related traffic." See Arbitration Statement of Mass Gaming & Entertainment, LLC at page 1. In addition, "Easton is expected to experience fewer impacts than will several other Surrounding Communities," that voluntarily entered into Surrounding Community Agreements with equivalent or less advantageous provisions than are contained in MGE's BAFO. *Id.*

The Town, on the other hand, submitted a Traffic Study prepared by BETA, a Preliminary Assessment on Public Safety Impacts, prepared by Municipal Resources, Inc., together with the supporting affidavits and memoranda of the Town Administrator, the Director of Planning and Economic Development, the Fire Chief and the Police Chief, as well as a number of Surrounding Community Agreements for other proposed facilities around the Commonwealth. On February 3, the Town submitted an additional memorandum (as authorized by the panel during the hearing) from Kien Ho of BETA, entitled "Easton – Brockton Casino Arbitration Response." The Town's position is that commencement of operations at the gaming establishment will require intersection improvements with Easton, which are estimated to cost approximately \$1.38 million. See Town of Easton's Arbitration Statement at 15. Thereafter, according to the Town, the necessary annual operating budget "increase needed to accommodate additional police and fire officers would be at least" \$391,000. *Id.*

The traffic consultants for the parties have widely divergent views of the probable traffic impacts of the casino on Easton. However, the MDM Traffic Study was submitted as part of MGE's Environmental Notification Form, filed with the Commonwealth MEPA Unit in May 2015 as required by the Commonwealth's process for reviewing and evaluating environmental impacts of projects such as the casino. Comments on the adequacy of the MDM Traffic Study were filed by MassDOT, Old Colony Planning Council and BSC Group (a traffic consultant representing the City of Brockton). None of these expert commenters questioned the methodology of the MDM Traffic Study in general, or the amount of casino traffic allocated to Easton roads.¹ Given the expertise of MassDOT in traffic matters, and given that both Route 123 and I-24 are under the jurisdiction of MassDOT, the panel gives great deference to what it perceives as MassDOT's acceptance of MDM's allocation of traffic to the roadways of the Town.

According to the testimony of Mr. Michaud, the MDM Traffic Study assumed, in each instance, that 100% of the vehicle trips to and from the proposed gaming establishment would take place along the route from and to other points that would result in the shortest travel time during normal operating conditions. BETA's submissions, in contrast, suggested that at least some of these vehicle trips would utilize different routes, especially when traffic delays along the preferred routes were being experienced. BETA,

¹ MassDOT did question certain other traffic allocations made by MDM (*e.g.*, with respect to traffic travelling to and from the casino site to the east along Route 123. It did not question the allocation of traffic traveling to and from the casino site along Route 123 west of the casino.

therefore, suggested that some percentage of vehicle trips should be assigned to these alternative routes.

Mr. Michaud objected strongly to the percentages suggested by BETA, noting that BETA itself had admitted that its “methodology ensured that all study intersections received some traffic burden.” Easton’s Exhibit L at 22, quoted in MGE’s Arbitration Statement, Appendix Q at 22. The inference that Mr. Michaud apparently wished the Panel to draw was that BETA has selected its methodology because it showed traffic burden on Easton’s intersection, rather than on an objectively defensible basis. At the end of the hearing, the Panel specifically offered the Town an opportunity to respond to Mr. Michaud’s objection. However, BETA’s post-hearing submission did not do so directly.

In its petition and oral presentation at the hearing, the Town argued that, even if MDM’s traffic allocation numbers were correct, the Town would suffer substantial impacts due to traffic violations, traffic accidents and DUI incidents. While the panel found these allegations plausible, there was insufficient evidence submitted supporting these claims, or linking them to the number and timing of expected trips from the casino through the Town. The Panel thus concluded that the Town’s claims were largely speculative, and provided insufficient basis for the Impact Fees set forth in the Town’s BAFO.

The Town also alleged that the mere presence of the casino would cause a reduction of property values in the Town. The evidence submitted in support of this allegation was a paper prepared by the National Association of Realtors. However, no author of the paper, or his or her credentials, could be identified, and the panel found that the paper cited portions of several studies which had contradictory findings, and then, with little reason that the panel could see, drew a strong conclusion of negative impact on property values. The panel therefore finds that this allegation by the Town was not supported by sufficient evidence presented to the Panel.

The Panel questioned the parties regarding their respective methodologies for arriving at the payments included in their respective BAFOs. Neither of the parties was able to justify with any precision the actual initial and annual Community Impact Fees specified in its BAFO. Rather, MGE has argued that the Community Impact Fees in its BAFO are well in excess of the “negligible” impacts of its proposed gaming establishment; and the Town has argued that its proposed Community Impact Fees fall far short of the establishment’s true impacts.

At the hearing, the parties were also asked to justify their proposed escalation provisions. The Town offered that its annual levy limit is permitted, under law, to grow by 2½%, and that this annual percentage increase in all revenue streams is commonly assumed to be needed in order to keep pace with anticipated spending increases. MGE, in contrast, offered no justification at all, in response to specific questioning, for its proposal to increase annual Community Impact Fees only once every five years. With respect to its setting the increase at 5%, which translates to annual increases less than 1%, MGE offered only that, once an impact has been remediated, there should be no need to remediate it again. MGE did not directly address the need for escalation of payment designed to compensate for ongoing operational costs.

With respect to these two provisions, the Panel finds the Town's rationale to be far more persuasive. An annual 2½% increase in the impact fees should be an essential component of a fair and reasonable Surrounding Community Agreement.

Finally, with respect to section 10.5 of the Town's BAFO, the Panel finds that, in principle, such a provision cannot be considered fair and equitable, but that, given the context of this matter, its applicability would be unlikely.

Because neither party has presented sufficient justification for either its initial or its annual Community Impact Fee, the Panel assumes that both parties' BAFOs may fail to reflect appropriately the true impacts of the proposed gaming establishment. In such a circumstance, the Panel must consider the practical consequences of an incorrect decision: If impacts are, in fact, "negligible," as MGE has argued, but substantial impact fees are nevertheless paid, the Town will have received a windfall. If, on the other hand, impacts are substantial, and impact fees are low, the Town has an opportunity to seek compensation from the Community Mitigation Fund pursuant to *M.G.L. c.23K, §61*.

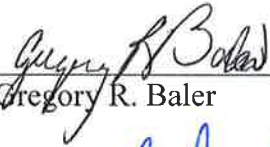
The Panel finds that the impacts of the proposed gaming establishment on the Town of Easton could be more than merely negligible, as argued by MGE, but may also be less than the full levels suggested by the Town. The Panel further concludes that the BAFO submitted by MGE provides more fair and equitable Community Impact Fees in the situation where impacts are, indeed, negligible, while the BAFO submitted by Town provides more fair and equitable Community Impact Fees in the situation where impacts are as substantial as the Town alleges. The record in this proceeding provides no basis for choosing between the submitted BAFOs in other circumstances.

Final Award

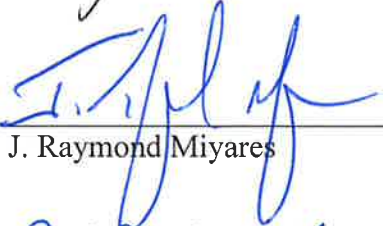
After deliberation, the Panel concludes that, based on the evidence presented by the parties, neither of the BAFOs submitted by the parties could be found to be completely fair and equitable, and that, instead, the constraints imposed by 205 CMR 125.01(6)(c)7, requiring the Panel to choose between them, forces an imperfect result. The Panel therefore reluctantly selects the Best and Final Offer of Mass Gaming and Entertainment, LLP, which BAFO is attached to this Report and Award as Exhibit A, and its terms are hereby incorporated by reference in this Report as required by 205 CMR 125.01(6)(c)7.

Because MGE's BAFO includes a plainly inadequate escalation provision, the Panel considers its selection to be fair and equitable only in the event that the true impacts of the proposed gaming establishment prove to be negligible. Therefore, the Panel believes that any impacts that are not negligible should form the basis for compensation from the Community Mitigation Fund pursuant to *M.G.L. c.23K, §61*. The Panel recommends that the Gaming Commission, in considering any such requests from Easton, disregard any amount of Impact Fees received by the Town in its assessment of the Town's demonstrated need pursuant to *M.G.L. c.23K, §61(c)*.


By the Arbitration Panel



Gregory R. Baler



J. Raymond Miyares



Peter D. Corbett

EXHIBIT A

Surrounding Community Agreement

[See BAFO of MGE, attached hereto]

SURROUNDING COMMUNITY AGREEMENT

By and Between the Town of Easton, Massachusetts

and

Mass Gaming & Entertainment, LLC

This Surrounding Community Agreement (the “**Agreement**”) is made and entered into as of February __, 2015 (the “**Effective Date**”), by and between the Town of Easton, Massachusetts, a municipality of the Commonwealth of Massachusetts with its offices at 136 Elm Street, Easton, MA 02356 (the “**Town**”), and Mass Gaming & Entertainment, LLC, a Delaware limited liability company with its principal office at 900 North Michigan Avenue, Chicago, Illinois 60611 (“**MGE**”) (each a “**Party**”, both collectively, the “**Parties**”).

WHEREAS, MGE is in the process of applying to the Massachusetts Gaming Commission (the “**Commission**”) for a Category 1 gaming license as defined by Chapter 23K of the General Laws of the Commonwealth of Massachusetts (“**Chapter 23K**” or the “**Act**”), to construct and operate a gaming establishment and ancillary hotel, dining, entertainment, and other amenities (collectively, the “**Project**”) to be built on a portion of the Brockton Fairground off Belmont Street in Brockton, Massachusetts (the “**Property**”);

WHEREAS, as provided for by Chapter 23K, MGE has entered into a Host Community Agreement with the City of Brockton, which calls for MGE to work in a good faith and non-discriminatory manner to give reasonable preference in the hiring for Project construction jobs and permanent Project positions, first to properly-qualified Brockton residents, and then to properly-qualified residents of Surrounding Communities, and to utilize properly-qualified, price-competitive local contractors and suppliers for the operation of the Project and to provide reasonable assistance to such local vendors in satisfying the Commission’s requirements;

WHEREAS, the Town and MGE anticipate that the Project will create regional benefits for Brockton and its surrounding and adjacent communities, including the Town, and Chapter 23K provides a mechanism for the applicant for a Category 1 gaming license to enter into an agreement with a Surrounding Community, setting forth a Community Impact Fee for the Surrounding Community to address the adverse impacts, if any, on the Surrounding Community, and all stipulations of responsibilities between the Surrounding Community and the applicant;

WHEREAS, in addition to any payments to be provided by MGE under this Agreement, the Town has the right to seek and intends to seek monies available to the Town under the Act, including but not limited to, those monies in the Community Mitigation Fund; and

WHEREAS, in furtherance of these goals, and in satisfaction of the requirements of Chapter 23K, the Parties are entering this Agreement to set forth their mutual understandings in effectuating the purposes set forth above.

NOW, THEREFORE, in consideration of the promises, terms, conditions, agreements, and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

Any term used in this Agreement that is defined in Section 2 of Chapter 23K shall be given such definition for purposes of this Agreement unless a different definition is expressly provided herein.

1.1 “Annual Community Impact Fee” means an annual Community Impact Fee in the amount of \$130,000.00 (One Hundred Thirty Thousand Dollars), paid in Quarterly Installments by MGE to the Town. The amount of the Annual Community Impact Fee will increase by five percent (5%) on the fifth anniversary of the day the Project is first Open for Business to the General Public to \$136,500.00 (One Hundred Thirty-Six Thousand, Five Hundred Dollars), by an additional five percent (5%) on the tenth anniversary of the day the Project is first Open for Business to the General Public to \$143,325.00 (One Hundred Forty-Three Thousand, Three Hundred Twenty-Five Dollars), and by an additional five percent (5%) on each subsequent five-year anniversary for so long as MGE continues to operate the Project.

1.2 “Community Impact Fee” means the payment to the Town called for by Section 15(9) of the Chapter 23K.

1.3 “Comparable Surrounding Community” means any of the municipalities of Abington, Avon, East Bridgewater, Easton, Holbrook, Pembroke, Stoughton, West Bridgewater, and Whitman other than the Town.

1.4 “Quarterly Installments” means that MGE will pay each Annual Community Impact Fee to the Town in four equal, quarterly installments over the course of a 365-day period (366 days when the period includes February 29th of a leap year), with the first installment due on the day the Project is first Open for Business to the General Public, and thereafter on the annual anniversary of that day, and each of the three subsequent installments each year due on the same date of the month of the first installment, but three, six, and nine months thereafter. By way of example, if the Project is first Open for Business to the General Public on June 10th, then the first quarterly installment would be due on that date and the subsequent quarterly installments would be due on September 10th, December 10th, and March 10th. If the date for payment of a quarterly installment falls on a weekend or holiday, MGE will pay that quarterly installment on or before the next following business day. MGE may pay at its election any quarterly installment before it is due; any such early payment by MGE of a quarterly installment will not change the dates on which subsequent quarterly installments are due.

1.5 “Open for Business to the General Public” means that the Project’s gaming area (as defined in the Act) is open for business to the general public.

1.6 “Project License Fee” means the Category 1 gaming establishment license fee paid by MGE for the Project under Section 10(d) of Chapter 23K.

Section 2. Community Impact Fee.

On or before one year after MGE pays the Project License Fee, but before the Project is Open for Business to the General Public, on a date of MGE’s choosing, MGE will pay the Town an initial Community Impact Fee in the amount of \$60,000.00 (Sixty Thousand Dollars).

Contemporaneous with or after MGE's payment to the Town of the initial Community Impact Fee, but on or before the date the Project is first Open for Business to the General Public, on a date of MGE's choosing, MGE will begin making Annual Community Impact Fee payments to the Town, with the payment of subsequent Annual Community Impact Fees to begin on the anniversaries of the day the Project is first Open for Business to the General Public. MGE's obligation to pay Annual Community Impact Fees to the Town will continue until the expiration or earlier termination of MGE's initial Category 1 gaming license or any renewal thereof, as applicable.

Section 3. Reimbursement of Consulting and Legal Fees

Notwithstanding anything else in this Agreement, within thirty (30) calendar days after the execution of this Agreement, MGE shall reimburse the Town for up to Ten Thousand Dollars (\$10,000.00) in third-party, out-of-pocket consulting and legal fees incurred by the Town in connection with evaluating the impacts, if any, of the Project on the Town and with negotiating and executing this Agreement and advising the Town regarding the same, for which the Town provides MGE with copies of third-party invoices; provided that the Town need not provide MGE with the portions of invoices from the Town's legal counsel containing descriptions of the work performed, and that MGE will pay such invoices without dispute as to amount (subject to the aforementioned \$10,000.00 aggregate limit). This consultant and legal fee reimbursement shall not be subject to setoff or reduction for any reason, and this obligation shall survive the termination of this Agreement and shall be unaffected by whether the Commission awards a Category 1 gaming license to MGE.

For avoidance of doubt, MGE's reimbursement under this Section 3 of the Town for third-party, out-of-pocket consulting fees incurred by the Town shall be in addition to the up to Twenty-Five Thousand Dollars (\$25,000.00) that MGE agreed to pay the Town (acting on behalf of itself and West Bridgewater) toward the cost of hiring BETA Group, Inc. to prepare its "Traffic Assessments Related to Brockton Casino – Town of Easton and West Bridgewater."

Section 4. Town Obligations

In consideration of the mitigation measures that MGE will undertake, and in further recognition of the benefits the Project will bring to the Town, the Town will do the following:

4.1 Not Oppose MGE's license application

The Town will not oppose MGE in its application for a Category 1 gaming license from the Commission. Nothing herein shall be construed to preclude any Town resident or employee from exercising his or her personal, constitutional rights of expression or to petition government.

4.2 No new taxes or fees targeting the Project

The Town will not attempt, directly or indirectly, to adopt or implement, nor will the Town accept, any taxes, fees, or other assessments specific or unique, by language or effect, to a gaming establishment, its customers, employees, tenants, vendors, suppliers, or owners that do not generally apply to non-gaming businesses in the Town. Nothing herein shall prevent the Town from seeking or accepting any grant or other funds from the Commonwealth of Massachusetts available to municipalities under the Act, including, but not limited to, from the Community Mitigation Fund under G.L. c. 23K, § 61, and the request for or award of any such funds by or to the Town shall not

change the timing of or the amount of the initial Community Impact Fee or the Annual Community Impact Fee.

Section 5. Term.

The term of this Agreement commences on the Effective Date and will end on the earliest of:

A. Any date on which MGE provides written notice that it elects to abandon efforts to obtain a Category 1 gaming license for the Project;

B. Any date on which the Commission has issued a Category 1 gaming license for Region C to another applicant and MGE has provided written notice that it has decided to discontinue pursuit of a Category 1 gaming license for the Project;

C. Any date on which MGE provides written notice that it elects not to construct, or to permanently cease operations of, the Project;

D. Any date upon which the Category 1 gaming license previously issued to MGE for the Project is revoked, rescinded, or expires without having been renewed; or

E. By the mutual agreement of the Parties to terminate the Agreement.

Section 6. Notices.

Any notices given under this Agreement must be made in writing and delivered by hand, nationally-recognized overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery, and three (3) calendar days after mailing for mailed notice, to the other Party at the following addresses:

If to the Town:

Easton Board of Selectmen
Easton Town Hall
136 Elm Street
Easton, MA 02356
Attn: Town Administrator

With a copy to:

Blatman, Bobrowski, Mead & Talerman, LLC
730 Main Street, Suite 2B
Millis, MA 02054
Attn: Jason R. Talerman, Esq.

If to MGE:

Mass Gaming & Entertainment, LLC
900 N. Michigan Avenue, Suite 1600
Chicago, IL 60611
Attention: Legal Department

With a copy to:

Dain, Torpy, Le Ray, Wiest & Garner, P.C.
745 Atlantic Avenue, 5th Floor
Boston, MA 02111
Attention: Charles N. Le Ray, Esq.

After the Project is first Open for Business to the General Public, with a 2nd copy to:

[Name of Category 1 gaming establishment to be provided by MGE]
[Street address to be provided by MGE]
Brockton, MA 02301
Attention: General Manager

Any Party may change its notice address(es) hereunder by giving notice to the other of the new notice address(es) as provided by this section.

Section 7. Limitation on Liability.

The Parties agree that neither Party shall be liable for indirect, special, consequential, or punitive damages arising out of or related to this Agreement. For avoidance of doubt, the Parties agree that MGE's only obligations under this Agreement shall be to make the payments to the Town provided for under Sections 2, 3, and 9 of this Agreement and to provide the Town with such notice as may be required under Sections 5, 10.5, and 10.8 of this Agreement.

Section 8. No Third Party Beneficiaries.

No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities of and between the Town and MGE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, municipal entity, or any other third party.

Section 9. Transferability/Assignment

MGE may transfer or assign, subject to the Act and the Commission's regulations, its rights and obligations under this Agreement to any transferee or assignee of the Category 1 gaming license to operate the Project as approved by the Commission, provided that the transferee or assignee assumes all obligations and liabilities hereunder. The Town will be bound by this Agreement regardless of any such transfer or assignment. Any transferee or assignee of MGE will likewise be bound by this Agreement to the fullest extent allowed by law and shall promptly give notice to the Town as provided herein upon the completion of such transfer or assignment. For the avoidance of

doubt, after any transfer or assignment of the Agreement in accordance with the terms of this Section 9, MGE shall have no further obligations under this Agreement provided that MGE has paid and performed all of its obligations up to the date of assignment or transfer, and further provided that the assignee or transferee has accepted and assumed all of MGE's responsibilities under this Agreement.

The Town acknowledges and agrees MGE and its successors or assigns may, at any time and on one or more occasions, to provide security to a lender, mezzanine lender, or equity holder in connection with a financing or equity contribution, pledge or otherwise collaterally assign this Agreement and all documents, agreements, understandings, and arrangements relating to the transaction contemplated by this Agreement. The Town will, to the extent permitted by law, within fifteen (15) business days after receiving such a request, or within a commercially reasonable time thereafter, execute any commercially reasonable and customary instruments that do not deviate from, limit, or waive its rights or increase its obligations, provided that MGE shall within thirty (30) calendar days after receipt of invoices (which need not include the portions containing descriptions of the legal work performed) reimburse the Town for any reasonable legal fees and expenses incurred in reviewing and evaluating such request(s).

The Town shall not transfer or assign, in whole or in part, its obligations or benefits under this Agreement.

Section 10. Miscellaneous.

10.1 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject hereof. No agent, representative, employee, or officer of the Town or MGE has authority to make, or has made, any statement, agreement, or representation, oral or in writing, in connection with this Agreement which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter the terms and conditions of this Agreement. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or to any of its terms and conditions shall be valid or binding unless memorialized by a written amendment signed by both Parties in accordance with the terms and conditions of this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Facsimile or electronically-scanned signatures shall be considered as valid signatures as of the date thereof.

10.3 Construction of Agreement. The Parties each acknowledge that they were represented by separate and independent counsel in connection with the drafting, review, and negotiation of this Agreement, and that this Agreement shall not be subject to the principle of construing its meaning, or the meaning of any part of the Agreement, against the Party that drafted the same. Each Party acknowledges that it relied solely on its own judgment, legal counsel, and other advisors in entering this Agreement, without relying in any manner on any statements, representations, or recommendations of the other Party other than as expressly set forth in this Agreement, that it understands and accepts the implications of this Agreement, and that it voluntarily entered into this Agreement.

10.4 Amendment. This Agreement shall not be amended except upon the written consent of both Parties.

10.5 Town's Termination Right. Upon entering any surrounding community agreement with a Comparable Surrounding Community, MGE will provide a copy of that agreement to the Town. If that agreement is More Beneficial to the other community (exclusive of a surrounding community agreement entered into as a result of an adverse ruling in an arbitration proceeding under 205 CMR 125.01(6)(c)(7), in which the arbitrator selects the best and final offer of such other surrounding community) then within fourteen (14) calendar days after receipt of a copy of such agreement, the Town may elect in writing to terminate this Agreement. For purposes of this paragraph, the term "More Beneficial" means that a surrounding community agreement with a Comparable Surrounding Community includes: (a) initial or annual Community Impact Fee payments in excess of those provided under Sections 1 and 2 hereof; (b) other payments not provided for herein; (c) MGE's construction, installation, or funding of public infrastructure improvements or other improvements within such Comparable Surrounding Community; or (d) hiring or vendor preferences that exceed those stated herein or give priority to such Comparable Surrounding Community beyond those provided for herein. In the event of such termination, the parties shall negotiate in good faith toward executing a new Surrounding Community Agreement. If the parties are unable to negotiate a new Surrounding Community Agreement within thirty (30) calendar days after termination, the parties shall notify the Commission and engage in binding arbitration, pursuant to the provisions of 205 CMR 125.01(6)(c), and the Commission's *Handbook for Binding Arbitrations Between An Applicant For a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement*.

10.6 Governing law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, as amended from time to time, including without limitation Chapter 23K and the Commission's rules and regulations, without regard to the Commonwealth's conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be within the exclusive jurisdiction of the Massachusetts Superior Court for Suffolk County.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MGE AND THE TOWN, AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

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, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. If the Parties agree to engage the services of a professional mediator or arbitrator, MGE and the Town will bear the cost of such services equally, and the non-prevailing Party in any arbitration or litigation between the Parties shall promptly reimburse the prevailing Party for the prevailing Party's reasonable costs, including attorneys' fees, as shall be awarded by such arbitrator or court.

10.7 Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for the purpose of affecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations, promises, or commitments of any kind on behalf of the other Party.

10.8 Force Majeure. MGE shall not be in default in its performance of its obligations under this Agreement to the extent that performance is impaired by a Force Majeure event attributable to circumstances beyond MGE's reasonable control. If MGE is delayed or prevented in the performance of any obligation under this Agreement by a Force Majeure event, it will provide reasonable notice to the Town of the circumstances delaying or preventing performance and the expected duration thereof, if known.

10.9 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and upon their respective successors and assigns.

10.10 Exercise of Rights and Waivers. The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

10.11 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and vice versa, and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

10.12 Authority. Each Party represents and warrants to the other that it has full power and authority to enter this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on that Party's behalf has the authority to sign and to bind that Party.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above, on the date(s) set forth below.

Mass Gaming & Entertainment, LLC

**Town of Easton, Massachusetts
acting by and through its Board of Selectmen**

By: Neil G. Bluhm
Title: Chairman
Date:

Name:

Name:

Name:

Name:

Name:

Date:



Legal Division

SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this small business impact statement in accordance with G.L. c.30A, §2 relative to the proposed amendments in 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; notice of which was filed this day with the Secretary of the Commonwealth. These amendments were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The amendment to **205 CMR 134.04 (New Qualifiers Gaming Vendors)** allows new qualifiers for gaming vendors – primary to perform duties so long as completed forms and required documents are submitted to the Enforcement Bureau (“IEB”) within 30 days of appointment to the position or designation by the IEB as a qualifier. The IEB shall conduct an investigation and make a determination or recommendation to the Commission on whether the qualifier is suitable. A primary gaming vendor licensee, upon notification from the IEB that a qualifier may not be suitable, shall promptly remove the qualifier from their position until such time as the Commission makes a determination on suitability. This amendment will allow new qualifiers for gaming vendors to assume duties with a Massachusetts licensee during the suitability process. These regulations are largely governed by G.L. c.23K, §§ 3, 12, 16, 30 and 31.

These amendments apply directly to new qualifiers for gaming vendors - primary and accordingly are unlikely to have an impact on small businesses. In accordance with G.L. c.30A, §2, the Commission offers the following responses:

1. Estimate of the number of small businesses subject to the proposed regulation:

There are no small businesses that the Commission anticipates will be impacted by these regulations.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping or administrative costs created by these regulations that would affect small businesses.

3. State the appropriateness of performance standards versus design standards:

These regulations do not implicate a design or performance standard.



Massachusetts Gaming Commission

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the commonwealth:

These regulations apply solely to new qualifiers for gaming vendors - primary and therefore are not likely to deter or encourage the formation of new businesses in the Commonwealth.

Massachusetts Gaming Commission
By:

Cecelia M. Porché
Paralegal
Legal Division

Dated: _____



Massachusetts Gaming Commission



Legal Division

SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this small business impact statement in accordance with G.L. c.30A, §2 relative to the proposed amendments in 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; notice of which was filed this day with the Secretary of the Commonwealth. These amendments were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The amendment to **205 CMR 134.12 (Temporary License)** allows the Commission to issue temporary licenses for key gaming employees, gaming employees and gaming vendors upon submission of required documents and where the preliminary review shows that the applicant is neither disqualified nor will the applicant be unable to establish qualifications for licensure. It also provides that a temporary gaming vendor license shall expire upon issuance of the full license or upon suspension or revocation of the temporary license. These regulations are largely governed by G.L. c.23K, §§ 3, 12, 16, 30 and 31.

These amendments apply directly to the gaming employees and gaming vendors. These amendments were designed to streamline the licensing process to get individuals to work and allow gaming licensees to do business with vendors quickly without compromising licensing standards at the temporary licensing stage. To the extent that a gaming vendor is a small business, small businesses may be impacted. In accordance with G.L. c.30A, §2, the Commission offers the following responses:

1. Estimate of the number of small businesses subject to the proposed regulation:

It is difficult to project, with any precision, the number of small businesses that may be impacted by this regulation. There could be upwards of 1000 vendors but only a small percentage will be issued a temporary license. This regulation uniformly applies equally to all vendors, regardless if they are a small business.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

There are no further projected reporting, recordkeeping or administrative costs created by these regulations that would affect small businesses.

3. State the appropriateness of performance standards versus design standards:



Massachusetts Gaming Commission

These regulations do not implicate a design or performance standard. As a general matter, the procedures for granting a temporary license must be prescriptive in nature in order to ensure uniform process.

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the commonwealth:

G.L. c.23K was enacted to create a new industry in the Commonwealth and to promote and grow local small businesses and the tourism industry, including the development of small businesses such as lodging, dining, retail, cultural and social facilities. The proposed regulations, as part of the overall process, are designed to effectuate those intentions and growth.

Massachusetts Gaming Commission
By:

Cecelia M. Porché
Paralegal
Legal Division

Dated: _____



Massachusetts Gaming Commission



Legal Division

SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this small business impact statement in accordance with G.L. c.30A, §2 relative to the proposed amendments in 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; notice of which was filed this day with the Secretary of the Commonwealth. These amendments were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The amendment to **205 CMR 134.16 (Term of License)** increases the initial term of licenses from three years to five years for key gaming employees and gaming employees. This amendment will allow the Commission to efficiently process new license applications for two projected casino openings in 2018 and avoid conflict with current casino license renewals at same projected period. These regulations are largely governed by G.L. c.23K, §§ 3, 12, 16, 30 and 31.

These amendments apply directly to gaming employees and accordingly are unlikely to have an impact on small businesses. In accordance with G.L. c.30A, §2, the Commission offers the following responses:

1. Estimate of the number of small businesses subject to the proposed regulation:

There are no small businesses that the Commission anticipates will be impacted by these regulations as they apply solely to employees of the gaming establishment.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping or administrative costs created by these regulations that would affect small businesses as these regulations apply solely to employees of gaming establishments.

3. State the appropriateness of performance standards versus design standards:

These regulations do not implicate a design or performance standard.

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:



Massachusetts Gaming Commission

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the commonwealth:

These regulations apply solely to employees of the gaming establishment and therefore are not likely to deter or encourage the formation of new businesses in the Commonwealth.

Massachusetts Gaming Commission
By:

Cecelia M. Porché
Paralegal
Legal Division

Dated: _____



Massachusetts Gaming Commission



Legal Division

SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this small business impact statement in accordance with G.L. c.30A, §2 relative to the proposed amendments in 205 CMR 116.00: Persons Required to be Licensed or Qualified; notice of which was filed this day with the Secretary of the Commonwealth. These amendments were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. This amendment allows a new qualifier for gaming licensees to perform duties so long as completed forms and required documents are submitted to the Enforcement Bureau (“IEB”) within 30 days of appointment to the position or designation by the IEB as a qualifier. The IEB shall conduct an investigation and make a recommendation to the Commission on whether the qualifier is suitable. A gaming licensee, upon notification from the IEB that a qualifier may not be suitable, shall promptly remove the qualifier from their position until such time as the Commission makes a determination on suitability. This amendment will allow new qualifiers to assume duties during the background suitability process. These regulations are largely governed by G.L. c.23K, §§ 4(37), 5, 12, 14, and 16.

These amendments apply directly to gaming licensees and accordingly are unlikely to have an impact on small businesses. In accordance with G.L. c.30A, §2, the Commission offers the following responses:

1. Estimate of the number of small businesses subject to the proposed regulation:

There are no small businesses that the Commission anticipates will be impacted by these regulations as they apply solely to qualifiers to the gaming licensees.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping or administrative costs created by these regulations that would affect small businesses as these regulations apply solely to qualifiers to the gaming licensees.

3. State the appropriateness of performance standards versus design standards:

These regulations do not implicate a design or performance standard.

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:



Massachusetts Gaming Commission

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the commonwealth:

These regulations apply solely to qualifiers to gaming licensees and therefore are not likely to deter or encourage the formation of new businesses in the Commonwealth.

Massachusetts Gaming Commission
By:

Cecelia M. Porché
Paralegal
Legal Division

Dated: _____



Massachusetts Gaming Commission



NONDISCLOSURE AGREEMENT

PURSUANT TO 205 CMR 139.02

This Nondisclosure Agreement (hereinafter, “agreement”) is dated as of March 17, 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	Monthly disciplinary reports compiled by Penn National Gaming containing compiled information about disciplinary action imposed by all of the jurisdiction in which Penn National Gaming operates.	N/A
2	Standard operating procedures (“SOPs”) for PPC.	N/A

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: Print name: Title:	By: Print Name: 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) Please see Exhibit A-2

2. IDENTIFY SECTION OF 205 CMR 139.00 THAT REQUIRES SUBMISSION OF THE SUBJECT MATERIAL

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:

4. FREQUENCY INFORMATION IS REQUIRED TO BE SUBMITTED:

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?

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

3/3/16
Date

FOR COMMISSION USE ONLY

REVIEWED BY: _____

DATE REVIEWED: _____

APPROVED DENIED APPROVED IN PART

NOTES/EXPLANATION:



PLAINRIDGE PARK
CASINO

301 Washington Street • Plainville, MA 02762

**Request for Non-Disclosure Agreement
Exhibit A-2**

Item	Document or Report Type	Regulation Section	Reason for Non-disclosure	Frequency of Submission	One-time or Continuing	Redactable Y/N
28.	Monthly Disciplinary Report	N/A	The Disciplinary Report, provided monthly by the Penn National Gaming, Inc. corporate office to the Directors of the IEB and GEU, contains information about disciplinary action imposed by all of the jurisdictions in which Penn National operates. While some of the information contained in the report may be in public records, this is an internal business document prepared solely for internal use and to be shared with auditors and regulators. It is not disclosed to anyone else outside of the company. The company prepares the report to be transparent and open to our regulators and auditors so they can ask the appropriate questions and be informed of all potentially relevant matters. While some information may be able to be culled together from public sources, in its compiled form, the report is not public. We are sensitive to disclosure of the report as it the information contained therein may be used to harm the company. As with the litigation request previously submitted, the sensitivity is analogous in nature to a criminal history dossier for an individual. While some criminal proceedings are public and can be found if one were to search public court dockets, a compilation of an individual's criminal history is usually not publicly available in one accessible record. Thus, the compilation of the data is what makes the document sensitive and confidential.	Monthly	Continuing	No



PLAINRIDGE PARK
CASINO

301 Washington Street • Plainville, MA 02762

29.	Standard Operating Procedures (SOPs)	N/A	Disclosure of the SOPs shared with the IEB upon request would be detrimental to the company as it would provide others with detailed information about the casino's operations. Most departments have established SOPs to provide detailed step-by-step instructions for team members on topics that range from security key controls to main bank imprest bank procedures.	Ad hoc	Continuing	No
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PLAINRIDGE PARK
CASINO

301 Washington Street ♦ Plainville, MA 02762

**Request for Non-Disclosure Agreement
Exhibit A-3**

Item	Document or Report Type	Regulation Section	Reason for Non-disclosure	Frequency of Submission	One-time or Continuing	Redactable Y/N
29.	Video recordings, audio recordings, and photographs obtained from the casino's surveillance system, whether by DVD provided to the Commission, agent-conducted downloads from the system, recordings on Commission-owned or personal electronic devices (e.g., cell phones and iPads), or any other means	N/A	<p>The recordings and photographs obtained from the casino's surveillance system should be protected from public release as these items contain information about casino operations, commission and police enforcement action, casino customer behavior (e.g., suspicious, criminal, intoxication, gambling, or other activity), and other sensitive information. Release of these items may be detrimental for Plainridge, its employees and patrons, and Commission and Gaming Enforcement Unit oversight.</p> <p>Other casinos have experienced situations where video was shared via YouTube and with the 20/20 news program, to the detriment of the casinos.</p>	Ad hoc, upon request	Continuing	No
30.	Floor Plans	151.02	Disclosure of the floor plan would provide those that wish to harm the casino with the exact locations of access points to sensitive areas such as the main bank, count room, and service bay for money deliveries, as well as security podiums, monitoring rooms, and surveillance cameras. This information could be used to stage a robbery or perform another type of criminal act.	Prior to opening, then ad hoc, as changes needed	Continuing	No



MASSACHUSETTS GAMING COMMISSION

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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

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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) Please see Exhibit A-3
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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:

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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?

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

3/11/16
Date

FOR COMMISSION USE ONLY

REVIEWED BY: _____

DATE REVIEWED: _____

APPROVED

DENIED

APPROVED IN PART

NOTES/EXPLANATION:



March 14, 2016

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

Massachusetts Gaming Commission
101 Federal Street
Boston, MA 02110

RE: SUITABILITY INVESTIGATION OF MODERN GAMING EAST, LLC,
APPLICANT FOR LICENSURE AS A GAMING VENDOR - PRIMARY

Dear Chairman Crosby and Commissioners:

Modern Gaming East, LLC (“MGE”) has applied to the Massachusetts Gaming Commission for licensure as a Gaming Vendor – Primary. The Investigations and Enforcement Bureau (“IEB”) has conducted a suitability background investigation of MGE in accordance with G.L. c. 23K, §§ 12, 16, 31, and 205 CMR 134.10. We evaluated MGE and its two individual qualifiers – Mr. Jason deGrandmaison and Mr. Michael Tessmer - based upon the standards set forth in M.G.L. c. 23K, §§ 12, 16, and 31, and 205 CMR 134.10, which include an evaluation of the Applicant’s overall reputation, including without limitation the following criteria:

- Integrity, honesty, good character and reputation;
- Financial stability, integrity and background;
- History of compliance with gaming licensing requirements in other jurisdictions;
- Whether the Applicant is a defendant in litigation at the time of application;
- Applicant’s criminal history, if any;
- Whether the applicant submitted an application that intentionally contains false or misleading information;
- Whether the applicant committed prior acts that have not been prosecuted but form a pattern of misconduct;
- Whether and to what extent the Applicant has associations with members of organized crime or other persons of disreputable character;
- The Applicant’s cooperation with the IEB in connection with the background investigation; and



Massachusetts Gaming Commission

- Integrity, honesty, and good character of any subcontractor.¹

Under Massachusetts law, an applicant for a Gaming Vendor – Primary license is required to establish its qualifications for licensure by clear and convincing evidence, including the statutory criteria of integrity, honesty, good character and reputation, and financial stability, integrity and background. Taking into consideration the entirety of the IEB’s investigation, we recommend that the Commission approve MGE for licensure. This letter summarizes the key aspects of the IEB’s investigation.

Modern Gaming East, LLC is a New Jersey-based company that acts as a sales agent for and representative of Konami Gaming, Inc. Konami Gaming, Inc. is a slot machine manufacturer which has been licensed by the Commission as a Gaming Vendor - Primary. To date, Modern Gaming, LLC has acted as a sales agent for Konami with respect to Konami equipment purchased for use at the Plainridge Park Casino, our category 2 licensee. MGE also occasionally purchases used gaming equipment, typically from casinos, for resale. Mr. deGrandmaison (President and 50% Owner) and Mr. Tessmer (Vice Presiden and 50% owner) are the two individual qualifiers for MGE.

To date, MGE has conducted business in Massachusetts pursuant to a temporary license that initially issued on March 5, 2015 pursuant to 205 CMR 134.12.

As part of our investigation, the IEB, among other things, reviewed the materials submitted as part of MGE’s application; requested and reviewed supplemental information as deemed necessary; gathered information from a variety of governmental and non-governmental sources and databases; conducted criminal records checks; verified the accuracy of information provided as part of MGE’s application; communicated by telephone throughout the course of the investigation with Mr. deGrandmaison, and conducted in-person interviews of Mr. deGrandmaison and Mr. Tessmer. The Applicant was fully cooperative and forthcoming in all respects.

MGE is currently licensed by the New Jersey Division of Gaming Enforcement and the New York Racing and Wagering Board, and its licenses are in good standing. A settlement with the New Jersey Control Commission in 2008 does not reflect systemic deficiencies in MGE’s operations.

MGE has no criminal record. The investigation discovered no civil litigation naming MGE as a defendant. Research of available online and print media surfaced minimal media coverage of MGE, but no derogatory or negative information was identified.

¹ MGE has not utilized subcontractor services in Massachusetts.



Massachusetts Gaming Commission

The IEB evaluated MGE for financial suitability, integrity and background by performing financial analysis and verification of MGE's financial information. Our financial evaluation did not uncover any derogatory information that indicates that MGE does not possess the requisite financial stability, integrity and background to be licensed as a Gaming Vendor – Primary.

The IEB also performed the requisite background suitability investigations of Mr. deGrandmaison and Mr. Tessmer, both qualifiers for MGE by virtue of their 50 percent ownership interests in MGE and their positions as President and Vice President, respectively. See 205 CMR 134.04(4)(a), 134.04(5)(b). After performing all of the requisite inquiries and database checks, no facts were discovered that would disqualify either Mr. deGrandmaison or Mr. Tessmer, from qualification. Nor did the investigation reveal any information that would preclude findings that they both possess the requisite integrity, honesty and good character to be deemed suitable under Massachusetts law.

In conclusion, taking into consideration the entirety of the investigation, the IEB recommends that the Commission approve the application of Modern Gaming East, LLC for licensure as a Gaming Vendor – Primary.

Respectfully submitted,



Karen Wells
Director – IEB



Loretta M. Lillios
Chief Enforcement Counsel/Deputy Director, IEB

cc: Mr. Jason deGrandmaison
Mass. State Police Det. Lt. Brian Connors
Mass. State Police Trooper Brian Talbot
Monica Chang, Financial Investigator



Massachusetts Gaming Commission