



**MASSACHUSETTS GAMING COMMISSION  
PUBLIC MEETING #240**

April 12, 2018  
10:30 AM

**Massachusetts Gaming Commission**  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA



Massachusetts Gaming Commission



**NOTICE OF MEETING and AGENDA**  
**April 12, 2018**

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, April 12, 2018**  
**10:30 a.m.**  
**Massachusetts Gaming Commission**  
**101 Federal Street, 12<sup>th</sup> Floor**  
**Boston, MA**

**PUBLIC MEETING - #240**

1. Call to order
2. Approval of Minutes
  - a. March 29, 2018 – VOTE
3. Administrative Update – Ed Bedrosian, Executive Director
  - a. General Update
  - b. MGM - Opening Update
  - c. Process and scheduling of requests that Steve Wynn no longer be deemed a Qualifier
4. Licensing Division – Paul Connelly, Director
  - a. MGM Service Employee Exemption Request – VOTE
5. Legal Division – Catherine Blue, General Counsel
  - a. Amendments to 205 CMR 101.00 and 115.00 et al. and Small Business Impact Statement – Adjudicatory Hearings / Phase 1 and New Qualifier Suitability Determination, Standards and Procedures – VOTE to Begin Promulgation Process
  - b. New Draft Version of 205 CMR 138.62 and Small Business Impact Statement – Payment of Table Game Progressive Payout Wagers; Supplemental Wagers not Paid from the Table Inventory – VOTE to Begin Promulgation Process
  - c. Amendments to 205 CMR 143.02 and Small Business Impact Statement – Progressive Gaming Devices – VOTE to Begin Promulgation Process
  - d. New Draft Version of 205 CMR 146.63 and Small Business Impact Statement – Table Game Progressives Equipment – VOTE to Begin Promulgation Process
  - e. Amendments to 205 CMR 146.58, New Draft Version of 146.59 and Small Business Impact Statement – Crazy 4 Poker Table and Criss Cross Poker Table; Physical Characteristics – VOTE to Begin Promulgation Process
  - f. Final Draft Version of 205 CMR 138.10 and Amended Small Business Impact Statement – Jobs Compendium Submission – VOTE to Complete the Promulgation Process

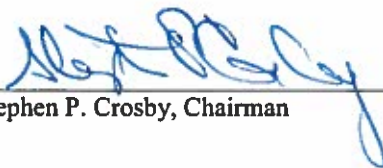


**Massachusetts Gaming Commission**

6. Racing Division – Alex Lightbown, Director and Chief Veterinarian
  - a. Standardbred Breeders of Massachusetts (SOM) Representation Request – VOTE
  - b. Reimbursement of 2016 Unclaimed Tickets – VOTE
  - c. Quarterly Local Aid Payments – VOTE
  - d. Suffolk Downs Request for Capital Improvement Fund Payment – VOTE
  - e. Suffolk Downs Request for Capital Improvement Fund Consideration – VOTE
  - f. Plainridge Racecourse Request for Capital Improvement Fund Consideration – VOTE
  - g. Plainridge Racecourse Request for Waiver of 205 CMR 3:12(6) - Qualifying Race Requirement – VOTE
  
7. Ombudsman – John Ziemba
  - a. MGM Construction Schedule – MGM Executives – VOTE
  - b. Community Mitigation Fund Grant Applications - VOTES
    - i. Hampden County Sheriff
    - ii. MA State Police
    - iii. Springfield Police Department
  
8. Administration and Finance – Derek Lennon, Chief Finance and Accounting Officer
  - a. MGC Quarterly Budget Update
  
9. Commissioner’s Updates
  - a. Annual Election of Massachusetts Gaming Commission Secretary and Treasurer – VOTE
  - b. Legislative Update
  
10. 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](http://www.massgaming.com) and emailed to: [regs@sec.state.ma.us](mailto:regs@sec.state.ma.us), [melissa.andrade@state.ma.us](mailto:melissa.andrade@state.ma.us).

4/10/18  
Date

  
Stephen P. Crosby, Chairman

**Date Posted to Website:** April 10, 2018 at 10:30 a.m.



Massachusetts Gaming Commission

**DRAFT**



---

## Massachusetts Gaming Commission Meeting Minutes

---

**Date/Time:** March 29, 2018 – 10:30 a.m.

**Place:** Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA

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

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

### **Call to Order**

See transcript page 2

[10:30 a.m.](#) Chairman Crosby called to order the 239<sup>th</sup> Commission meeting.

### **Approval of Minutes**

See transcript pages 2 – 4

*Commissioner Stebbins moved to approve the minutes of the meeting of March 15, 2018, subject to correction for typographical errors and other nonmaterial matters. Commissioner Cameron seconded the motion. Commissioner Zuniga asked that the transcript of the March 15 meeting be checked to see if Seth Stratton, MGM Springfield General Counsel mentioned a date certain regarding a decision on the residential units. Commissioner Stebbins asked that the word “commitments” in Project Oversight Manager Delaney’s presentation be qualified with the word “MGM” so that it does not appear the commitments belong to the Project Oversight Manager. Commissioner Stebbins further requested that the reference to the “Corner Property” be changed to reflect the location of the property at Union and Main Streets. The motion was approved unanimously, as amended.*



# DRAFT

## Administrative Update

See transcript pages 4 - 15

### 10:33 a.m. **General Update**

Executive Director Ed Bedrosian introduced the following new staff members at the Commission:

Cassandra Chung: License Verification Coordinator

Lisa Brookner: Licensing Intake Officer

Erika Lee Willey: Paralegal, IEB

Katherine Muxie-Hartigan: Enforcement Counsel

Lan Nguyen: Human Resources Generalist

Executive Director Bedrosian stated that he visited the City of Springfield to attend the Springfield Rising meeting. At that meeting, the City of Springfield stated that it has measured investment in the city since day zero, which is the date that the tornado touched down in the City and that to date there has been approximately \$3.7 billion in new investment in the City. When all the new investment is complete, the City anticipates that it will host approximately 10 million visitors annually.

Chairman Crosby stated that at the last GPAC meeting he invited members of the GPAC to visit Springfield.

Executive Director Bedrosian presented the MGM Opening critical plan chart and he explained that the chart describes the 1 year period between Q4 2017 through Q3 2018. Executive Director Bedrosian stated that he feels comfortable that the Commission is prepared and ready for the MGM Opening.

Executive Director Bedrosian commented on today's meeting agenda. He stated that there were a number of items on the agenda related to Region A. He further stated that the Wynn investigation is ongoing, the staff is working hard on it and that he is hopeful that he will come to the Commission with findings sometime this summer. The Region A licensee continues to build the facility and that today's quarterly report by the Region A licensee is required by statute. The Workforce Development Plan and the Gaming School depend on further Commission actions and that this does not suggest an outcome of the investigation but that the investigation and the project must continue on parallel tracks.

Chairman Crosby stated that the Region A project must proceed as planned, that the Region A licensee is proceeding at risk and that this has no bearing on the outcome of the investigation.

# DRAFT

Commissioner Zuniga asked about the ongoing Wynn internal investigations. Executive Director Bedrosian stated that Commission staff is aware of the internal investigations and that people are cooperating.

## **Ombudsman**

See transcript pages 15 - 37

[10:43 a.m.](#) Ombudsman Ziemba introduced the team from Wynn Boston Harbor who will be presenting the quarterly report today. Those presenting included Robert DiSalvio, President, Wynn Boston Harbor, Jacqui Krum, Senior Vice President and General Counsel Wynn Resorts International, Heather Desanto, VP Human Resources, and Jennie Peterson, Director of Employment, Wynn Boston Harbor.

Mr. DiSalvio opened his presentation by suggesting that the Commission come to tour the project in June; at that time the project will be further along and sample rooms may be available for viewing. He presented on the major project milestones such as site work, garage work, central utility plant, podium, convention area and hotel tower. Mr. DiSalvio also advised the Commission that the site handled the recent bad weather very well.

Mr. DiSalvio continued his presentation by sharing the highlights of the project schedule with the Commission and stating the project is on schedule and has used fewer bad weather days than budgeted. He stated that the concrete infrastructure should be complete in late April, the curtain wall should be finished in July and the tower cranes will come down in August. Mr. DiSalvio reviewed the offsite improvements being made and stated that the work has been divided into four packages. Contracts for the work have been awarded to three different companies. The work is underway and should be completed by the end of the calendar year.

Jacqui Krum presented the project diversity numbers for both the design and construction phases. She further presented on workforce participation by minorities, women and veterans and on the 2017 4<sup>th</sup> quarter outreach efforts by the project. All of the project diversity numbers are included in the presentation which is included in the Commission packet.

Chairman Crosby asked staff to send slides 24 through 27 of the presentation to the GPAC members. Commissioner Zuniga asked whether the Okada settlement would impact funding for the project and Mr. DiSalvio indicated that it would not. Commissioner Stebbins requested that Wynn provide a presentation on the diversity numbers at the next AOC meeting.

# DRAFT

## Workforce, Supplier and Diversity Development

See transcript pages 37 - 97

11:05 a.m. Jill Griffin, Director Workforce, Supplier and Diversity Development stated that Wynn is presenting its workforce diversity plan to the Commission today. This plan is required by chapter 23K and is also a condition of the Region A license. She stated that Wynn submitted its plan well before the late April due date. Director Griffin further stated that the Commission would not be asked to vote on the plan today. Staff will post it for comment and distribute it to stakeholder groups. The plan will come back to the Commission, along with any comments received for the Commission's final review and a vote.

Director Griffin introduced Heather Desanto, Vice President of Human Resources at Wynn Boston Harbor. Ms. Desanto explained that she was recently hired and shared her background with the Commission.

Jennie Peterson, Director of Employment, Wynn Boston Harbor, presented on the four objectives of the plan: awareness; prepare career seekers; recruit and hire qualified local diverse workforce; and develop and retain employees. Ms. Peterson presented the timeline for each objective. She stated that Wynn will launch Skill Smart in May and hiring will pick up at the end of 2018/beginning of 2019. Ms. Peterson described the types of positions that will be available. She explained plans to hold hiring events in host and surrounding communities and in diverse communities within those communities.

Commissioner Cameron stated that diversity is important at all levels and that it is important to see that diversity. Ms. Peterson stated that diversity at all levels is one of the goals as well. The overall goals are 50% women, 35% minority and 3% veteran.

Chairman Crosby asked staff to share the data from the workforce plan with the GPAC as well.

Ms. Peterson continued her presentation by describing outreach, the use of community meetings and using media campaigns to support the outreach efforts. She further described the relationship with Cambridge College and the provision of 50 scholarships for unemployed and underemployed residents in the host and surrounding communities who want to attend the gaming school. Ms. Peterson explained that she expected a large number of applicants for the 4500 available positions and further described the onboarding, training and orientation process that newly hired employees will receive.

Heather Desanto, Vice President of Human Resources for Wynn Boston Harbor, presented to the Commission on the onboarding process for new employees. She stated that Wynn has competitive pay and benefit packages. She also

# DRAFT

described career pathways for various positions and how those pathways progress.

Chairman Crosby suggested that it was very important to include sexual harassment training as part of the training plan. Ms. Desanto stated that they are working on this. Jacqui Krum added that they are involved in an extensive process of going through all of their processes and procedures.

Director Griffin invited Phillip Page, Vice President, Strategic Partnerships and Mark Rotondo, Vice President, Innovation and Strategic Initiatives, both from Cambridge College, to present on their gaming school partnership with Wynn Boston Harbor. Mr. Page explained that Cambridge College is a private nonprofit accredited institution with a range of programs both in person and on-line. Cambridge College, in partnership with Wynn Boston Harbor has created the Greater Boston Gaming Career Institute based in Charlestown. Mr. Rotondo stated that Cambridge College has a signed agreement with Wynn to provide the procurement of the curriculum and the games. Cambridge College will provide classes in table games and surveillance. Mr. Rotondo stated that Cambridge College will apply to the Commission for a gaming school license and described process and how it works. Once licensed, Cambridge College will work with communities to recruit a diverse student body. They would like to begin class in the summer of 2018.

Commissioner Stebbins asked about the affordability of the classes and Mr. Page and Mr. Rotondo responded that they were working on the cost but understood that affordability is a very important concern.

Chairman Crosby asked if Cambridge College had any scholarship funds. Mr. Page and Mr. Rotondo indicated that they were looking at this and that the Wynn scholarships will help.

12:08 p.m. The Commission adjourned.

1:00 p.m. The Commission reconvened the meeting.

## **Legal Division**

See transcript pages 97 - 117

1:00 p.m. Carrie Torrisi, Assistant Counsel, Bruce Band, Assistant Director Gaming Agents Division Chief and Burke Cain, Field Manager of Gaming Operations and Deputy Gaming Agent Division Chief presented on the table games internal controls regulations. The Commissioners asked questions regarding the timing of the regulations and when they would be provided to the licensees.

1:15 p.m. *Commissioner Stebbins moved that the Commission approve the small business impact statement for 205 CMR 138 Uniform Standards of Accounting*

# DRAFT

*Procedures and Internal Controls as included in the packet. Motion seconded by Commissioner Zuniga.  
Motion approved 4-0*

*Commissioner Stebbins moved that the Commission approve the version of 205 CMR 138 Uniform Standards of Accounting Procedures and Internal Controls as included in the packet and authorize the staff to take all steps necessary to begin the regulation promulgation process. Motion seconded by Commissioner Cameron.  
Motion approved 4-0*

*Commissioner Cameron moved that the Commission approve the small business impact statement for the amendments to 205 CMR 147.05 Gaming Tournaments as included in the packet. Motion seconded by Commissioner Zuniga.  
Motion approved 4-0*

*Commissioner Cameron moved that the Commission approve the version of 205 CMR 147.05 Gaming Tournaments as included in the packet and authorize the staff to take all steps necessary to begin the regulation promulgation process. Motion seconded by Commissioner Stebbins.  
Motion approved 4-0.*

[1:48 p.m.](#)

CFAO Lennon presented amendments to 205 CMR 139.04 and 140.02 and explained the reasons for those amendments. Mr. Lennon discussed how other jurisdictions treat the vigorish and how computing the vigorish is handled. He explained that making change will put us with the majority of jurisdictions in terms of how this is handled.

[2:00 p.m.](#)

*Commissioner Zuniga moved that the Commission approve the small business impact statement for the amendments to 205 CMR 139.04 and 140.02 Computation of Gross Gaming Revenue and Treatment of Complimentary Vigorish as included in the packet. Motion seconded by Commissioner Cameron.  
Motion approved 4-0*

*Commissioner Zuniga moved that the Commission approve the version of 205 CMR 139.04 and 140.02 Computation of Gross Gaming Revenue and Treatment of Complimentary Vigorish as included in the packet and authorize the staff to take all steps necessary to begin the regulation promulgation process. Motion seconded by Commissioner Cameron.  
Motion approved 4-0.*

[2:05 p.m.](#)

General Counsel Blue presented on the amendments to 205 CMR 136 and 138.12 Sale and Distribution of Alcoholic Beverages at Gaming Establishments. She explained that these amendments were the ones for which the public hearing was held prior to the Commission meeting and that the Commission received no comments on these amendments.

# DRAFT

[2:06 p.m.](#) *Commissioner Cameron moved that the Commission approve the amended small business impact statement for 205 CMR 136.00 and 138.12 Sale and Distribution of Alcoholic Beverages at Gaming Establishments as included in the packet. Motion seconded by Commissioner Stebbins. Motion approved 4-0*

*Commissioner Cameron moved that the Commission approve the version of 205 CMR 136.00 and 138.12 Sale and Distribution of Alcoholic Beverages at Gaming Establishments as included in the packet and authorize the staff to take all steps necessary to finalize the regulation promulgation process. Motion seconded by Commissioner Stebbins. Motion approved 4-0.*

## **Investigations and Enforcement Bureau**

See transcript pages 117 - 121

[2:08 p.m.](#) Loretta Lillios, Deputy Director IEB and Chief Enforcement Counsel presented a suitability report on Michael Stratton, Senior VP of Marketing for MGM Regional Operations and asked the Commission to find Mr. Stratton suitable for licensure.

[2:09 p.m.](#) *Commissioner Cameron moved that the Commission approve the suitability report for Mr. Stratton and find him suitable for licensure. Motion seconded by Commissioner Stebbins. Motion approved 4-0.*

The Commission next determined that since the meeting was ahead of schedule and it was expected the members of the public would be attending for item number 8, the Commission would take item number 9, Commissioner's Updates, Executive Director's Performance Review ahead of item number 9.

## **Commissioners' Updates**

See transcript pages 122 - 137

[2:10 p.m.](#) Chairman Crosby described the process by which the Executive Director's performance review was completed. The Commissioners discussed the comments included in the evaluation in the Commission packet and provided their individual thoughts on Executive Director Bedrosian's performance.

General Counsel Blue requested that the Commission determine whether to award Mr. Bedrosian an increase in salary based upon his performance review. She stated that the Commission could do what it did last year which was to authorize staff, in particular the HR staff, to increase Mr. Bedrosian's salary consistent with what was done for senior staff.

# DRAFT

[2:21 p.m.](#) *Commissioner Zuniga moved that the Commission accept the performance review here as part of the packet. And as a result, direct the Human Resources Department to increase the salary of Director Bedrosian in a manner that is consistent with the increases that we have implemented for the rest of the staff, as part of this performance review process. Motion seconded by Commissioner Cameron.*  
*Motion approved 4-0.*

## **Racing Division**

See transcript pages 137 - 225

[2:23 p.m.](#) The Commission determined to take the harness racing matters first to allow more time for the thoroughbred stakeholders to arrive at the meeting.

Dr. Alex Lightbown, Director of Racing, presented the list of racing officials and key personnel for the Plainridge Park harness racing meet and asked that the Commission approve the racing officials and key personnel subject to successful completion of the Commission's background check process.

[2:30 p.m.](#) *Commissioner Cameron moved that the Commission approve the request of Plainridge Park Casino to approve their March 22, 2018 list of key operating personnel and racing officials, pending satisfactory completion of licensure by the Massachusetts Gaming Commission racing division, and satisfactory completion of their background checks by the Massachusetts State Police.*  
*Motion seconded by Commissioner Stebbins.*  
*Motion approved 4-0.*

Dr. Lightbown presented on the harness horsemen pension plan. This plan was presented to the Commission at a prior meeting. Since that time, the plan has been on the Commission's website as well as the harness horsemen's website. The Commission has received no comments; the harness horsemen received one comment and they responded to that comment. Dr. Lightbown requested that the Commission approve the harness horsemen pension plan.

[2:35 p.m.](#) *Commissioner Cameron moved that the Commission approve the rule of an eligibility requirement to the Harness Horsemen's Association of New England pension plan as presented to the Commission on March 15, 2018. Motion seconded by Commissioner Zuniga.*  
*Motion approved 4-0.*

Dr. Lightbown presented on the Suffolk Downs purse request. Suffolk Downs, on behalf of the thoroughbred horsemen is requesting that the balance of the funds in the Race Horse Development Fund for thoroughbred purses be paid in full to Suffolk Downs for placement in the purse account. This is different from



# DRAFT

prior years where Suffolk Downs has requested and received only an amount of money to cover the racing days in each meet.

Commissioner Zuniga asked Chip Tuttle, representative of Suffolk Downs if there was a purse agreement for years after 2018. Mr. Tuttle stated that there was not, but that Suffolk Downs had entered into an agreement with the horsemen to work on building a track and seeking legislative change to use the purse money to build a track. He stated that the horsemen were concerned that the legislature would take the money out of the Race Horse Development fund and use it for other purposes. Mr. Barnett, attorney for Suffolk Downs, stated that he disagreed with the Commission's reading of the statute regarding the Race Horse Development Fund; he believes that all of the money should be placed in the purse account and that it would not be irresponsible to do that.

Commissioner Zuniga requested staff to confer with the Comptroller's office on this issue. The Commission allowed Anthony Spadea, President, New England Horsemen's Benevolent Association to speak. He supported placing all of the money in the purse account so that the horsemen could benefit from interest earned on the account. The Commission allowed Neil Raphael, attorney for the horsemen to speak. He stated that he also disagreed with the Commission's reading of the statute.

After discussion and comment, the Commission determined to table this matter until it receives advice from the Comptroller.

Dr. Lightbown presented on Suffolk Downs' request to amend its schedule of racing days by racing 2 days each in June, July and August instead of 2 days each in July, August and September. Dr. Lightbown recommended approving the change.

[2:57 p.m.](#)

*Commission Cameron moved to approve the change in the racing schedule.  
Motion seconded by Commissioner Stebbins.  
Motion approved 4-0.*

Dr. Lightbown presented on the request from the Massachusetts Thoroughbred Breeders Association ("MBTA") for the Commission to approve 5 races at the Finger Lakes race track. Dr. Lightbown explained the purpose of the request and advised the Commissioners that there were comments in the Commission packet from members of the MBTA who requested that the Commission not approve the request. The Commissioners discussed the comments from members of the board of the MTBA, reviewed a memo from the MBTA board and took comments from an attorney for one of the members of the MBTA.

# DRAFT

3:05 p.m. *Commissioner Cameron moved to approve the request of the Massachusetts Thoroughbred Breeders' Association to run five restricted Mass-bred races at the Finger Lakes Racecourse in New York. Motion seconded by Commissioner Stebbins.  
Motion approved 4-0.*

## **Commissioners' Updates**

See transcript pages 225 - 227

3:10 p.m. Commissioner Stebbins reported on additional scholarship money that was provided for students at the Holyoke Community College culinary program. He also reported on a marketing agreement between MGM and the Basketball Hall of Fame.

3:13 p.m. *Having no further business, a motion to adjourn was made by Commissioner Zuniga. Commissioner Cameron seconded the motion. The motion passed 4-0.*

## **List of Documents and Other Items Used**

1. Notice of Meeting and Agenda, dated March 29, 2018
2. Commission Meeting Minutes Draft dated March 15, 2018
3. MGC High Level Critical Path to MGM Springfield Opening
4. Wynn 4<sup>th</sup> Quarterly Report PowerPoint presentation dated March 29, 2018
5. Wynn Boston Harbor Workforce Development & Diversity Plan Draft dated March 26, 2018
6. Cambridge College Presentation to the Massachusetts Gaming Commission dated March 29, 2018
7. Small Business Impact Statement for 205 CMR 138.00: Uniform Standards of Accounting Procedures and Internal Controls
8. Request letter to Dr. Alexandra Lightbown from Suffolk Downs COO Chip Tuttle dated February 9, 2018
9. Letter to the Massachusetts Gaming Commission from Raphael, LLC dated March 26, 2018
10. Regulation 205 CMR 149.00: Race Horse Development Fund
11. Suffolk Downs Request to Amend Race Schedule dated March 26, 2018
12. Massachusetts Thoroughbred Breeders Association's request for five restricted Massbred races at Finger Lakes Racecourse in New York
13. Letter to Commissioner Cameron in opposition of request for races at Finger Lakes Racecourse in New York, dated March 27, 2018
14. Letter to Commissioners from Chairman George Brown of the Massachusetts Thoroughbred Breeders Association
15. M.G.L. c.128 § 2(g)
16. Harness Horseman's Association of New England Pension Plan, dated March 26, 2018

# DRAFT

17. Memo from Dr. Alexandra Lightbown to Commissioners re: Plainridge Key Operating and Racing Officials, dated March 26, 2018
18. FY 2017 Performance Summary for Exempt Roles re: Director Edward Bedrosian
19. Draft regulation 205 CMR 136.00 – 138.12
20. Draft regulation 205 CMR 138.23
21. Draft regulation 205 CMR 138.24
22. Draft regulation 205 CMR 138.29
23. Draft regulation 205 CMR 138.31
24. Draft regulation 205 CMR 138.32
25. Draft regulation 205 CMR 138.35
26. Draft regulation 205 CMR 138.36
27. Draft regulation 205 CMR 138.57
28. Draft regulation 205 CMR 138.64
29. Draft regulation 205 CMR 138.71
30. Draft regulation 205 CMR 139.04 – 140.02
31. Draft Amended Small Business Impact Statement for 205 CMR 205 CMR 136 – 138.12
32. Draft Small Business Impact Statement 205 CMR 138.00
33. Draft Small Business Impact Statement 205 CMR 147.05
34. Draft Small Business Impact Statement 139.04

/s/ Catherine Blue  
Assistant Secretary



NIXON PEABODY LLP  
ATTORNEYS AT LAW

NIXONPEABODY.COM  
@NIXONPEABODYLLP

**Brian T. Kelly**  
*Partner*  
T 617-345-1065  
bkelly@nixonpeabody.com

100 Summer Street  
Boston, MA 02110-2131  
617-345-1000

March 27, 2018

**COPY**

Edward R. Bedrosian, Jr., Esq.  
Executive Director  
Massachusetts Gaming Commission  
101 Federal Street, 12th Floor  
Boston, MA 02110

**RE: Stephen Wynn**

Dear Mr. Bedrosian:

I write to inform you that my client, Stephen Wynn, has divested himself of all ownership interests in Wynn Resorts, Limited, the parent company of the MA Gaming Commission's licensee, Wynn MA, LLC. Documents demonstrating Mr. Wynn's divestment are attached hereto as Exhibit A. As you know, Mr. Wynn previously resigned as CEO and Chairman of the Board of Directors of Wynn Resorts, Limited on February 6, 2018.

In light of Mr. Wynn's sale of all ownership interests in Wynn Resorts, Limited, Mr. Wynn no longer meets the definition of a "qualifier" of Wynn MA, LLC as set forth in Mass. Gen. Laws ch. 23K § 14 and 205 Mass. Code Regs. 16.00. Mr. Wynn retains no financial interest in, affiliation with, or business association with Wynn Resorts, Limited, or Wynn MA, LLC. Mr. Wynn does not have any relation to either company, whether as an officer, director, shareholder, lender, holder of evidence of indebtedness, underwriter, close associate, executive, agent, employee, member, transferee of a member's interest, or manager. He is now a complete outsider to both Wynn Resorts, Limited and Wynn MA, LLC, and therefore Mr. Wynn has no ability to exercise any control over, to influence the affairs of, or to provide any direction to a Commission licensee.

As Mr. Wynn is no longer a qualifier of any Commission licensee, there is no longer any regulatory or statutory justification to continue the Commission's inquiry into Mr. Wynn's suitability as a qualifier of the Commission. The Commission no longer has jurisdiction over Mr. Wynn--he is a private Nevada citizen unaffiliated with Wynn Resorts, LLC or any Commission licensee. Therefore, as of today's date, Mr. Wynn will no longer respond to any of the Commission's requests for information in connection with the IEB's suitability investigation. If, however, you require additional documentation to satisfy yourself that Mr.

Edward R. Bedrosian, Jr.  
March 27, 2018  
Page 2

NIXON PEABODY LLP  
ATTORNEYS AT LAW

NIXONPEABODY.COM  
@NIXONPEABODYLLP

Wynn has divested himself of all control and/or ownership interests in Wynn Resorts, LLC,  
please do not hesitate to contact me.

Sincerely,



Brian T. Kelly

# EXHIBIT A

---

---

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

---

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 18)

---

**WYNN RESORTS, LIMITED**

(Name of Issuer)

Common Stock, \$0.01 par value per share

(Title of Class of Securities)

983134 10 7

(CUSIP Number)

Paul D. Tosetti  
Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, CA 90071  
(213) 891-8770

Donald J. Campbell  
Campbell & Williams  
700 South 7th Street  
Las Vegas, NV 89101  
(702) 382-5222

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 21, 2018

(Date of Event Which Requires Filing of This Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---



CUSIP NO. 983134 10 7

1.	Names of Reporting Persons.  Stephen A. Wynn	
2.	Check the Appropriate Box if a Member of a Group (see Instructions) (A) <input type="checkbox"/> (B) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (see Instructions)  PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6.	Citizenship or Place of Organization  United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  0
	8.	Shared Voting Power  8,026,708
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  8,026,708
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  8,026,708	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11  7.8%	
14.	Type Of Reporting Person (See Instructions)  IN	

CUSIP NO. 983134 10 7

1.	Names of Reporting Persons. Wynn Family Limited Partnership	
2.	Check the Appropriate Box if a Member of a Group (see Instructions) (A) <input type="checkbox"/> (B) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (see Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 8,026,708
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 8,026,708
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 8,026,708	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 7.8%	
14.	Type Of Reporting Person (See Instructions) PN	

This Amendment No. 18 hereby amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on November 13, 2002, as amended to date (the "Schedule 13D"), relating to the common stock, par value \$0.01 (the "Common Stock") of Wynn Resorts, Limited (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Schedule 13D.

**Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is hereby supplemented with the following information:

On March 21, 2018, Wynn Family Limited Partnership ("WFLP") sold an aggregate of 4,104,999 shares of Common Stock at a price of \$180.00 per share in open market transactions pursuant to Rule 144 under the Securities Act of 1933 ("Rule 144").

As previously disclosed, Mr. Wynn intends to sell all or a portion of the Common Stock controlled by him pursuant to one or more registered public offerings, in the open market in transactions pursuant to Rule 144 or in privately negotiated transactions. If he elects to sell any such Common Stock, he will seek to conduct such sales in an orderly fashion and in cooperation with the Company. No assurance can be provided that Mr. Wynn will elect to sell Common Stock, or the timing or terms of any such sale.

Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon Mr. Wynn's review of numerous factors, including, but not limited to: an ongoing evaluation of the Company's business, financial condition, operations and prospects; price levels of the Common Stock; general market, industry and economic conditions; regulatory considerations; the relative attractiveness of alternative business and investment opportunities; and other future developments.

**Item 5. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

The response set forth in Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) – (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 103,017,861 shares of Common Stock outstanding as of February 15, 2018, as reported in the Company's annual report on Form 10-K for the year ended December 31, 2017, as filed with the Commission on February 28, 2018.

<u>Reporting Person</u>	<u>Amount beneficially owned</u>	<u>Percent of class</u>	<u>Sole power to vote or to direct the vote</u>	<u>Shared power to vote or to direct the vote</u>	<u>Sole power to dispose or to direct the disposition</u>	<u>Shared power to dispose or to direct the disposition</u>
<i>Stephen A. Wynn</i>	8,026,708	7.8%	0	8,026,708	0	8,026,708
<i>WFLP</i>	8,026,708	7.8%	0	8,026,708	0	8,026,708

WFLP is the record holder of the shares reported herein. Mr. Wynn is trustee of the Stephen A. Wynn Revocable Trust U/D/T Dated June 24, 2010, which is the sole manager of Wynn GP, LLC, which is the general partner of WFLP.

(c) Other than as disclosed in Item 4 above, the Reporting Persons have not affected any transactions in the Common Stock since the most recent filing on Schedule 13D.

(d) None.

(e) Not applicable.

---

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 21, 2018

STEPHEN A. WYNN

/s/ Stephen A. Wynn

Stephen A. Wynn

WYNN FAMILY LIMITED PARTNERSHIP

By: Wynn GP, LLC, its general partner

By: Stephen A. Wynn Revocable Trust  
U/D/T/ Dated June 24, 2010, its manager

/s/ Stephen A. Wynn

By: Stephen A. Wynn

Title: Trustee

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

---

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 19)

---

**WYNN RESORTS, LIMITED**  
(Name of Issuer)

Common Stock, \$0.01 par value per share  
(Title of Class of Securities)

983134 10 7  
(CUSIP Number)

Paul D. Tosetti  
Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, CA 90071  
(213) 891-8770

Donald J. Campbell  
Campbell & Williams  
700 South 7th Street  
Las Vegas, NV 89101  
(702) 382-5222

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 22, 2018  
(Date of Event Which Requires Filing of This Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

---

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

---

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

CUSIP NO. 983134 10 7

1.	Names of Reporting Persons  Stephen A. Wynn	
2.	Check the Appropriate Box if a Member of a Group (see Instructions) (A) <input type="checkbox"/> (B) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (see Instructions)  PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6.	Citizenship or Place of Organization  United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  0
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  0	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11  0%	
14.	Type Of Reporting Person (See Instructions)  IN	

CUSIP NO. 983134 10 7

1.	Names of Reporting Persons Wynn Family Limited Partnership	
2.	Check the Appropriate Box if a Member of a Group (see Instructions) (A) <input type="checkbox"/> (B) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (see Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0%	
14.	Type Of Reporting Person (See Instructions) PN	



This Amendment No. 19 hereby amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on November 13, 2002, as amended to date (the "Schedule 13D") relating to the common stock, par value \$0.01 (the "Common Stock") of Wynn Resorts, Limited (the "Company"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Schedule 13D.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby supplemented with the following information:

On March 22, 2018, Wynn Family Limited Partnership ("WFLP") entered into a Stock Purchase Agreement (the "TRP Stock Purchase Agreement") with T. Rowe Price Associates, Inc. in its capacity as investment advisor, pursuant to which WFLP agreed to sell an aggregate of 3,026,708 shares of Common Stock at a price of \$175.00 per share. This description of the TRP Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the TRP Purchase Agreement, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

On March 22, 2018, WFLP entered into a Stock Purchase Agreement (the "CG Stock Purchase Agreement" and, together with the TRP Stock Purchase Agreement, the "Stock Purchase Agreements") with certain funds managed or advised by Capital Research and Management Company, pursuant to which WFLP agreed to sell an aggregate of 5,000,000 shares of Common Stock at a price of \$175.00 per share. This description of the CG Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the CG Stock Purchase Agreement, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

Each of the transactions contemplated by the Stock Purchase Agreements remain subject to certain closing conditions. Closing of each transaction is expected to occur on March 26, 2018.

Any further actions the Reporting Persons might undertake with respect to the Common Stock may be made at any time and from time to time without prior notice and will be dependent upon Mr. Wynn's review of numerous factors, including, but not limited to: an ongoing evaluation of the Company's business, financial condition, operations and prospects; price levels of the Common Stock; general market, industry and economic conditions; regulatory considerations; the relative attractiveness of alternative business and investment opportunities; and other future developments.

**Item 5. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

The response set forth in Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) – (b)

After giving effect to the transactions pursuant to the Stock Purchase Agreements, as of the date hereof, none of the Reporting Persons beneficially own any shares of Common Stock of the Company, and none of the Reporting Persons have or share the power to vote or to direct the vote, or the power to dispose or direct the disposition of, any shares of Common Stock of the Company.

(c) The information set forth in Item 4 above is incorporated herein by reference. Other than as disclosed in Item 4 above, the Reporting Persons have not affected any transactions in the Common Stock since the most recent filing on Schedule 13D.

(d) None.

(e) As of March 22, 2018, the Reporting Persons ceased to be beneficial owners of more than five percent of the Common Stock of the Company.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby supplemented with the following information:

Item 4 summarizes certain provisions of the Stock Purchase Agreements and is incorporated herein by reference. A copy of each of the Stock Purchase Agreements is attached as an exhibit to this Schedule 13D, and incorporated herein by reference.

Except as set forth in this Item 6, as amended and supplemented, none of the Reporting Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Company, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Material to be Filed as Exhibits.**

<u>Exhibit</u>	<u>Description</u>
16	Registration Rights Agreement, dated March 20, 2018, between Wynn Resorts, Limited and Wynn Family Limited Partnership.*
17	Stock Purchase Agreement, dated March 22, 2018, by and between Wynn Family Limited Partnership and T. Rowe Price Associates, Inc. in its capacity as investment advisor.
18	Stock Purchase Agreement, dated March 22, 2018, by and between Wynn Family Limited Partnership and certain funds managed or advised by Capital Research and Management Company.

\* The previously filed copy of the Registration Rights Agreement contained an unintentional error. A corrected version of the Registration Rights Agreement is filed herewith.

---

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 22, 2018

STEPHEN A. WYNN

/s/ Stephen A. Wynn  
Stephen A. Wynn

WYNN FAMILY LIMITED  
PARTNERSHIP

By: Wynn GP, LLC, its general partner

By: Stephen A. Wynn Revocable Trust  
U/D/T/ Dated June 24, 2010, its manager

/s/ Stephen A. Wynn

By: Stephen A. Wynn  
Title: Trustee

## REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of March 20, 2018, is entered into by and among Wynn Resorts, Limited, a Nevada corporation (the "Company"), Wynn Family Limited Partnership, a Delaware limited partnership ("WFLP"), and each other Holder from time to time a party hereto.

### RECITALS

WHEREAS, on February 15, 2018, the Company, Stephen A. Wynn and, solely for purposes of Section 3 thereof, Wynn Resorts Holdings, LLC entered into that certain Separation Agreement (the "Separation Agreement");

WHEREAS, Section 9 of the Separation Agreement provides that the Company and Stephen A. Wynn shall enter into a registration rights agreement as provided therein; and

WHEREAS, pursuant to Section 9 of the Separation Agreement, the parties hereto desire to enter into this Agreement for the Company to grant to the Holders the registration rights set forth in Article II and to provide for the other matters set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. In addition to the definitions set forth above, the following terms, as used herein, have the following meanings:

"Affiliate" of any particular Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" (including, the correlative meanings, "controlling", "controlled by" and "under common control with") means, with respect to a Person, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of equity interests, including but not limited to voting securities, by contract or agency or otherwise.

"Agreement" means this Registration Rights Agreement, as it may be amended, supplemented or restated from time to time.

"Block Trade" means any bought deal or block sale by the applicable Selling Holder to a financial institution.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in The City of New York are authorized by law to close.

"Chosen Courts" is defined in Section 3.8(a).

"Commission" means the Securities and Exchange Commission.

“Common Stock” means the common stock, par value \$0.01 per share, of the Company.

“Demand Registration” is defined in Section 2.2(a).

“Demand Registration Statement” is defined in Section 2.2(a).

“End of Suspension Notice” is defined in Section 2.5(b).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“FINRA” means Financial Industry Regulatory Authority, Inc.

“Holder” means each of WFLP and any Permitted Transferee.

“Indemnified Party” is defined in Section 2.10.

“Indemnifying Party” is in Section 2.10.

“Initial Prospectus Supplement” is defined in Section 2.1(b).

“Inspector” means an Inspector as defined in Section 2.6.

“NASDAQ” is defined in Section 3.1.

“Overnight Underwritten Offering” means an underwritten offering that is launched after the close of trading on one trading day and priced before the open of trading on the next succeeding trading day.

“Permitted Transferee” means (a) any Person to whom a Holder sells, assigns or transfers all or a portion of its Registrable Securities; provided that (i) such Person is (A) Stephen A. Wynn, (B) a Wynn Estate Planning Vehicle or (C) a Wynn Family Member and (ii) such Person executes a joinder to this Agreement under which it becomes a “Holder” under this Agreement and agrees to be bound by the provisions of this Agreement applicable to Holders or (b) any Private Purchaser; provided that (i) the Company consents to the assignment of the rights and obligations of a “Holder” hereunder to such Private Purchaser (such consent not to be unreasonably withheld, delayed or conditioned) and (ii) such Private Purchaser executes a joinder to this Agreement under which it becomes a Holder under this Agreement and agrees to be bound by the provisions of this Agreement applicable to Holders.

“Person” means an individual or a corporation, partnership, limited liability company, association, trust, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Piggy-Back Notice” is defined in Section 2.3.

“Piggy-Back Registration” is defined in Section 2.3.

“Piggy-Back Registration Statement” is defined in Section 2.3.

“Private Purchaser” means a Person to which WFLP, Stephen A. Wynn, a Wynn Estate Planning Vehicle or a Wynn Family Member sells, assigns or transfers its Registrable Securities in a transaction not registered under the Securities Act.

“Records” is defined in Section 2.6.

“Registrable Securities” means the Common Stock held by WFLP as of the date of this Agreement (equal to 12,131,707 shares of Common Stock) and any additional securities that may be issued or distributed or be issuable in respect of such Common Stock by way of conversion, dividend, stock-split, distribution or exchange, merger, consolidation, exchange, recapitalization or reclassification or similar transactions until (a) a registration statement covering such shares has been declared effective by the Commission and such shares have been disposed of pursuant to such effective registration statement; (b) such shares have been sold under circumstances in which all of the applicable conditions of Rule 144 are met; or (c) such shares are otherwise transferred to any Person other than a Permitted Transferee.

“Registration Expenses” is defined in Section 2.7.

“Representatives” means, with respect to any Person, any of such Person’s officers, directors, employees, agents, attorneys, accountants, actuaries, consultants or financial advisors or other Persons associated with, or acting on behalf of, such Person.

“Rule 144” means Rule 144 promulgated under the Securities Act, as amended from time to time, or any similar successor rule thereto that may be promulgated by the Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Holder” means a Holder who is selling or may sell Registrable Securities pursuant to a registration statement under the Securities Act pursuant to the terms hereof.

“Separation Agreement” is defined in the Recitals.

“Shelf Registration Statement” is defined in Section 2.1(a).

“Suspension Event” is defined in Section 2.5(a).

“Suspension Notice” is defined in Section 2.5(b).

“Underwriter” means, with respect to any underwritten offering under this Agreement, an underwriter for such offering.

“Underwritten Demand Offering” is defined in Section 2.2(c).

“Underwritten Piggy-Back Offering” is defined in Section 2.2(c).

“Underwritten Shelf Offering” is defined in Section 2.1(c).

“Wynn Estate Planning Vehicle” means (a) a trust, the beneficiaries of which include only Stephen A. Wynn, Wynn Family Members and/or other Wynn Estate Planning Vehicles, or (b) a corporation, limited liability company or partnership, the shareholders, members or partners of which include only Stephen A. Wynn, Wynn Family Members and/or other Wynn Estate Planning Vehicles.

“Wynn Family Member” means the spouse or lineal descendants of Stephen A. Wynn, or the lineal descendants of Stephen A. Wynn’s spouse (for purposes of the foregoing, lineal descendants shall be deemed to include children by adoption).

## ARTICLE II REGISTRATION RIGHTS

### SECTION 2.1. Shelf Registration.

(a) Preparation and Filing of Shelf Registration Statement. At any time when an automatic shelf registration statement on Form S-3 of the Company that provides for the resale of all of the Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (a "Shelf Registration Statement") is not effective, as promptly as practicable following the written request of WFLP (but no later than thirty (30) days after the receipt of such written request), the Company shall (i) prepare and file a Shelf Registration Statement, and (ii) if such Shelf Registration Statement is not automatically effective, use reasonable best efforts to cause the Shelf Registration Statement to be declared effective by the Commission as promptly as reasonably practicable (but no later than sixty (60) days) thereafter. The Company shall use reasonable best efforts to keep such Shelf Registration Statement continuously effective for a period ending when all Registrable Securities covered by such Shelf Registration Statement are no longer Registrable Securities.

(b) Selling Holders. As soon as reasonably practicable following the date of this Agreement, the Company shall file a prospectus supplement to its existing Shelf Registration Statement (the "Initial Prospectus Supplement") naming WFLP as a Selling Holder under such Shelf Registration Statement in such a manner as to permit WFLP to deliver a prospectus to purchasers of Registrable Securities in accordance with applicable law. In the event that another Shelf Registration Statement is filed after the date of this Agreement as provided under Section 2.1(a), as promptly as practicable (but no later than thirty (30) days) after the time the Shelf Registration Statement becomes or is declared effective, WFLP (and, if applicable, any other Holder) shall be named as a Selling Holder in the Shelf Registration Statement, or in a prospectus supplement thereto, in such a manner as to permit such Holder to deliver a prospectus to purchasers of Registrable Securities in accordance with applicable law. If required by applicable law, subject to the terms and conditions hereof, after the filing of the Initial Prospectus Supplement or the effectiveness of a new Shelf Registration Statement, upon the written request of any Holder, the Company shall file a supplement to such prospectus or amendment to the Shelf Registration Statement to name such Holder as a Selling Holder therein and shall use reasonable best efforts to cause any post-effective amendment to such Shelf Registration Statement filed for such purpose to be declared effective by the Commission as promptly as reasonably practicable after the filing thereof. Unless the Company and each Holder shall consent in writing, no party, other than a Holder, shall be a Selling Holder under the Shelf Registration Statement.

(c) Underwritten Shelf Offering. The Holders may, by written notice to the Company, elect to sell some or all of the Registrable Securities registered pursuant to a Shelf Registration Statement, in an offering amount not to be less than Fifty Million Dollars (\$50,000,000) of Registrable Securities, in the form of an underwritten offering under the Shelf Registration Statement (an "Underwritten Shelf Offering"); provided, that (i) the Company shall not be obligated to effect more than an aggregate of six (6) underwritten offerings under this Section 2.1(c) and Section 2.2; and (ii) the Company shall not be obligated to effect an underwritten offering more than once per quarter. For the avoidance of doubt, the Holders may make an unlimited number of sales under any Shelf Registration Statement that are not underwritten offerings. Any request for an Underwritten Shelf Offering will specify the number of shares of Registrable Securities proposed to be sold and will also specify the intended method of disposition thereof (which may include a Block Trade or an Overnight Underwritten Offering). The Company shall select the Underwriter or Underwriters in connection with any such Underwritten Shelf Offering; provided that such Underwriter or Underwriters must be reasonably satisfactory to the Holders. Unless the Company and each Holder shall consent in writing, no party, other than a Holder, shall be permitted to offer securities in connection with any such Underwritten Shelf Offering.



(d) Filing of Additional Registration Statements. The Company shall prepare and file such additional registration statements or prospectus supplements thereto as may be necessary under the rules and regulations promulgated pursuant to the Securities Act and use reasonable best efforts to cause such registration statements to be declared effective by the Commission so that the registration statement remains continuously effective with respect to resales of Registrable Securities as of and for the period required under the last sentence of Section 2.1(a) and the Holders may sell Registrable Securities as Selling Holders thereunder, such subsequent registration statements to constitute a Shelf Registration Statement hereunder. Each Shelf Registration Statement shall be an automatic shelf registration statement on Form S-3; provided, however, that (i) if the Company ceases to be eligible to use an automatic shelf registration statement on Form S-3, the Shelf Registration Statement shall be a non-automatic shelf registration statement on Form S-3 and (ii) if the Company ceases to be eligible to use Form S-3, the Shelf Registration Statement shall be a registration statement on Form S-1.

#### SECTION 2.2. Demand Registration.

(a) Request for Registration. In the event that the Company fails to file, has not filed or, if filed, fails to maintain the effectiveness of, a Shelf Registration Statement then, in addition to any other remedies the Holders may have, at law or in equity, one or more Holders may make a written request to the Company for registration under the Securities Act of all or part of their Registrable Securities (a "Demand Registration"); provided that the offering amount of such Registrable Securities shall not be less than Fifty Million Dollars (\$50,000,000). As promptly as practicable (but no later than thirty (30) days) after receipt of the written request for the Demand Registration, the Company shall prepare and file a registration statement on an appropriate form with respect to any Demand Registration (a "Demand Registration Statement") and shall use reasonable best efforts to cause the Demand Registration Statement to be declared effective by the Commission as promptly as reasonably practicable (but no later than sixty (60) days) after the filing thereof and the Company shall use reasonable best efforts to keep such Demand Registration Statement effective for a period ending when all Registrable Securities covered by the Demand Registration Statement are no longer Registrable Securities. The Company shall not be obligated to effect more than an aggregate of six (6) underwritten offerings under Section 2.1(c) and this Section 2.2. Any request for a Demand Registration will specify the number of shares of Registrable Securities proposed to be sold and will also specify the intended method of disposition thereof (which may include a Block Trade or an Overnight Underwritten Offering). Unless the Company and each Holder shall consent in writing, no party, other than a Holder, shall be permitted to offer securities in connection with any such Demand Registration. Any Holder that has requested its Registrable Securities be included in a Demand Registration pursuant to this Section 2.2(a) may withdraw all or any portion of its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Demand Registration Statement. Upon receipt of a notice to such effect from Holders with respect to all of the Registrable Securities to be included in the Demand Registration, the Company shall cease all efforts to secure effectiveness of the applicable Demand Registration Statement.

(b) Effective Registration. A registration will not count as a Demand Registration until the applicable Demand Registration Statement has become effective.

(c) Underwritten Demand Offering. If a Holder so elects, by written notice to the Company, the offering of Registrable Securities pursuant to a Demand Registration shall be in the form of an underwritten offering (an "Underwritten Demand Offering"); provided, however, that the Company shall not be obligated to effect an underwritten offering once per quarter. The Company shall select the Underwriter or Underwriters in connection with any such Underwritten Demand Offering; provided that such Underwriter or Underwriters must be reasonably satisfactory to the Holders. Unless the Company and each Holder shall consent in writing, no party, other than a Holder, shall be permitted to offer securities in connection with any such Underwritten Demand Offering.

**SECTION 2.3. Piggy-Back Registration.** If the Company proposes to file a registration statement under the Securities Act with respect to any offering of its securities for its own account or for the account of any of its securityholders (other than (a) any registration statement filed by the Company under the Securities Act pursuant to Section 2.1 or Section 2.2, (b) a registration statement on Form S-4 or Form S-8 (or any related form or substitute form that may be adopted by the Commission), (c) a registration incidental to an issuance of debt securities, (d) in connection with any dividend or distribution reinvestment or similar plan, or (e) a registration of securities solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement, a dividend reinvestment plan, or a merger or consolidation) (a "Piggy-Back Registration Statement"), then the Company shall give written notice of such proposed filing to the Holders (a "Piggy-Back Notice") as soon as practicable (but in no event less than fifteen (15) days before the anticipated filing date) (such a registration, a "Piggy-Back Registration"). The Piggy-Back Notice shall state the intended method of disposition of the securities in the Piggy-Back Registration, and such notice shall offer the Holders the opportunity to register such number of shares of Registrable Securities as each such Holder may request. Any Holder may elect to include its Registrable Securities in such Piggy-Back Registration by delivering written notice of such election (including the number of shares of Registrable Securities it desires to include) within fifteen (15) days of receipt of the Piggy-Back Notice. If the Piggy-Back Registration is in the form of an underwritten offering (an "Underwritten Piggy-Back Offering"), the Company shall use reasonable best efforts to cause the managing Underwriter or Underwriters of such Underwritten Piggy-Back Offering to permit the Registrable Securities requested to be included therein to be included on the same terms and conditions as apply to the Company and any other securityholders. Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Piggy-Back Registration at any time prior to the effectiveness of such Piggy-Back Registration Statement. The Company shall not be obligated to effect more than an aggregate of six (6) registrations under this Section 2.3. A registration will not count for purposes of the immediately preceding sentence until the applicable Piggy-Back Registration Statement has become effective.

**SECTION 2.4. Reduction of Offering.** Notwithstanding anything contained herein, if the managing Underwriter or Underwriters of an offering described in Section 2.1(c), Section 2.2 or Section 2.3 advise the Company and the Holders of the Registrable Securities included in such offering in writing that the size of the applicable underwritten offering is such that the success of the offering would be adversely affected by inclusion of the number of securities requested to be included, then the amount of securities to be offered shall be reduced to a number that, in the opinion of such managing Underwriter or Underwriters can be sold without having such an adverse effect, and such number of securities shall be allocated as follows:

(a) in the event of an Underwritten Shelf Offering or an Underwritten Demand Offering, the securities to be included in such Underwritten Shelf Offering or Underwritten Demand Offering shall be allocated solely to the Holders that have requested to participate in such Underwritten Shelf Offering or Underwritten Demand Offering on a *pro rata* basis based on the relative number of Registrable Securities then held by them; and

(b) in the event of an Underwritten Piggy-Back Offering, the securities to be included in such Underwritten Piggy-Back Offering shall be allocated, (i) first, to the Company and/or any Person (other than a Holder) exercising a contractual right to demand the registration and sale of its securities in such Underwritten Piggy-Back Offering (it being understood there are no such contractual rights in effect as of the date of this Agreement), as the case may be, (ii) second, and only if all the securities referred to in clause (i) have been included, to the Holders that have requested to participate in such Underwritten Piggy-Back Offering on a *pro rata* basis based on the relative number of Registrable Securities then held by each of them and (iii) third, and only if all of the Registrable Securities referred to in clause (ii) have been included, any other securities eligible for inclusion in such Underwritten Piggy-Back Offering (it being understood there are no such eligible securities as of the date of this Agreement).

SECTION 2.5. Black-Out Periods.

(a) Notwithstanding the provisions of Section 2.1 or Section 2.2, the Company shall be permitted (x) to postpone the filing of any Shelf Registration Statement filed pursuant to Section 2.1 or any Demand Registration Statement filed pursuant to Section 2.2, (y) to suspend the effectiveness of any Shelf Registration Statement or Demand Registration Statement or (z) to require the Holders not to sell Registrable Securities under any Shelf Registration Statement or Demand Registration Statement, in each case, for such times as the Company reasonably may determine is necessary and advisable, if any of the following events shall occur (each such circumstance a "Suspension Event"): (i) the board of directors of the Company determines in good faith that (A) disclosure of a material transaction that would otherwise be required to be disclosed due to such registration would have an adverse effect on the Company or the Company's ability to consummate such a material transaction or such a material transaction renders the Company unable to comply with the Securities Act, (B) such registration or continued registration would require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential or (C) such registration or continued registration would render the Company unable to comply with the requirements of the Securities Act or Exchange Act; or (ii) solely in the case of foregoing clause (y) or clause (z), the board of directors of the Company determines in good faith that the Company is required by law, rule or regulation to supplement or amend a Shelf Registration Statement or Demand Registration Statement in order to ensure that it (or the prospectus contained therein) does not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Upon the occurrence of any Suspension Event, the Company shall use reasonable best efforts to resolve the Suspension Event and to file the applicable Shelf Registration Statement or Demand Registration Statement, to cause the applicable Shelf Registration Statement or Demand Registration Statement to become effective and/or to permit resumed use of the Shelf Registration Statement or Demand Registration Statement, as applicable, as soon as reasonably possible. If the Company exercises a suspension under this Section 2.5(a), then during the period of such suspension, the Company shall not engage in any transaction involving the offer, issuance, sale or purchase of Company equity securities (whether for the benefit of the Company or a third Person), except (A) transactions involving the issuance or purchase of Company equity securities as contemplated by employee benefit plans or employee or director arrangements and (B) the issuance of Company equity securities as acquisition consideration pursuant to any transaction described in clause (i) of this Section 2.5(a).

(b) The Company will provide written notice (a "Suspension Notice") to the Holders of the occurrence of any Suspension Event within three (3) Business Days after its occurrence; provided, however, that the Company shall not be permitted to exercise a suspension pursuant to Section 2.5(a) more than twice during any twelve (12)-month period, more than once per quarter or for a period exceeding sixty (60) days on any one occasion. Upon receipt of a Suspension Notice, each Holder agrees that it will (i) immediately discontinue offers and sales of Registrable Securities under the applicable Shelf Registration Statement or Demand Registration Statement and (ii) maintain the confidentiality of any information included in the Suspension Notice unless otherwise required by law or subpoena. The Holders may recommence effecting offers and sales of the Registrable Securities pursuant to the applicable Shelf Registration Statement or Demand Registration Statement following further written notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice shall be given by the Company to the Holders promptly (and no later than three (3) Business Days) following the conclusion of any Suspension Event and its effect.

(c) Notwithstanding any provision herein to the contrary, if the Company shall give a Suspension Notice with respect to any Shelf Registration Statement or Demand Registration Statement pursuant to Section 2.5(a), the Company agrees that it shall extend the period of time during which such Shelf Registration Statement or Demand Registration Statement shall be maintained effective (including the period referred to in Section 2.6(a)) by the number of days during the period from the date of receipt by the Holders of the Suspension Notice to and including the date of receipt by the Holders of the End of Suspension Notice and promptly provide copies of the supplemented or amended prospectus necessary to resume offers and sales, with respect to each Suspension Event; provided, that such period of time shall not be extended beyond the date that the Registrable Securities covered by such Shelf Registration Statement or Demand Registration Statement are no longer Registrable Securities.

**SECTION 2.6. Registration Procedures; Filings; Information.** Subject to Section 2.5, in connection with any Shelf Registration Statement under Section 2.1, any Demand Registration Statement under Section 2.2 or Piggy-Back Registration Statement under Section 2.3, the Company will use reasonable best efforts to effect the registration and the sale of the applicable Registrable Securities in accordance with the intended method of disposition thereof as quickly as possible, and in connection with any such request:

(a) The Company will as expeditiously as possible, pursuant to the timing requirements set forth herein, prepare and file with the Commission the applicable registration statement on the applicable form required under this Agreement (or, if this Agreement does not require a form, any appropriate form permitting for the sale of the Registrable Securities according to the intended method of disposition) and use reasonable best efforts to cause such registration statement to become and remain effective (i) in the case of a Shelf Registration Statement, for the period described in the last sentence of Section 2.1(a) and (ii) in the case of a Demand Registration Statement or Piggy-Back Registration Statement, for a period of not less than 180 days from the effective date of such registration statement.

(b) The Company will prior to filing a registration statement or prospectus or any amendment or supplement thereto, furnish to each Selling Holder and each Underwriter, if any, of the Registrable Securities covered by such registration statement copies of such registration statement, prospectus, amendment or supplement as proposed to be filed with copies of all documents proposed to be filed, which documents shall be subject to the reasonable review of such Selling Holder and Underwriter, if any, and their respective counsel and not file any such registration statement, prospectus, amendment or supplement to which any Selling Holder or the Underwriter, if any, shall reasonably object; provided, that the Company shall not be responsible for any delay in filing due to such objections. The Company shall thereafter furnish or make available to such Selling Holder and Underwriter, if any, such number of conformed copies of such registration statement, each amendment and supplement thereto (and upon request, all exhibits thereto and documents incorporated by reference therein), the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such Selling Holder or Underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder.

(c) After the filing of the registration statement, the Company will promptly notify each Selling Holder of Registrable Securities covered by such registration statement of (i) any stop order issued or threatened by the Commission or any order by the Commission or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, (ii) any written comments by the Commission or any request by the Commission or any other federal or state governmental authority for amendments or supplements to such registration statement or for additional information or (iii) the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(d) The Company will promptly take all reasonable actions required to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any preliminary or final registration statement.

(e) The Company will use reasonable best efforts to (i) register or qualify the Registrable Securities under such other securities or blue sky laws of such jurisdictions in the United States (where an exemption does not apply) as any Selling Holder or managing Underwriter or Underwriters, if any, reasonably (in light of such Selling Holder's intended method of disposition) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Selling Holder to consummate the disposition of the Registrable Securities owned by such Selling Holder; provided that the Company will not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this clause (e).

(f) The Company will promptly notify each Selling Holder of Registrable Securities, at any time when a prospectus covering the resale of such Registrable Securities is required to be delivered under the Securities Act, of (i) the Company's receipt of any notification of the suspension of the qualification of such Registrable Securities for sale in any jurisdiction, (ii) the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and promptly make available to each Selling Holder any such supplement or amendment and (iii) make available or deliver to each Selling Holder and each Underwriter, if any, without charge, as many copies of the applicable prospectus (including each preliminary prospectus), any amendment or supplement thereto and such other documents necessary to facilitate the disposition of the Registrable Securities as such Selling Holder or Underwriter may reasonably request.

(g) The Company will promptly (i) incorporate in a prospectus supplement or post-effective amendment such information as the Underwriter or the applicable Selling Holders reasonably request be included therein relating to the plan of distribution with respect to such Registrable Securities, and make all required filings of such prospectus supplement or post-effective amendment, (ii) in the case of such a post-effective amendment, use reasonable best efforts to cause such post-effective amendment to be declared effective by the Commission as soon as reasonably possible (if such post-effective amendment is not automatically effective upon filing with the Commission), and (iii) make available or furnish to each Selling Holder and each Underwriter, if any, without charge, as many conformed copies as such Selling Holder or Underwriter may reasonably request of the applicable registration statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference); provided, that the Company shall have no obligation to modify any information if the Company reasonably expects that so doing would cause (A) such registration statement, prospectus supplement or post-effective amendment to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (B) such filings to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(h) The Company will enter into customary agreements (including an underwriting agreement, if any, in customary form) and use reasonable best efforts to take such other actions as the applicable Selling Holders or Underwriters, if any, reasonably request and that are required for the

disposition of such Registrable Securities, including, without limitation, (A) obtaining for delivery to such Underwriters, with copies to such Selling Holders, an opinion from counsel for the Company dated as of the closing date of the applicable offering, in the form customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings, which opinions shall be reasonably satisfactory to such Underwriters and their counsel, (B) in the case of an underwritten offering, obtaining for delivery to such Underwriters, with copies to such Selling Holders, a comfort letter from the Company's independent certified public accountants in customary form and covering such matters of the type customarily covered by comfort letters as such Underwriters reasonably request, dated the date of the underwriting agreement and brought down to the closing under the underwriting agreement, and (C) cooperating with such Selling Holders and Underwriters and their respective counsel in connection with any other filings required to be made with FINRA (if any).

(i) The Company will make available upon reasonable notice and during normal business hours for inspection by any applicable Underwriter and any attorney, accountant or other professional retained by any such Underwriter (collectively, the "Inspectors"), all financial and other book and records, pertinent corporate documents and books and records relating to the properties of the Company or its subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested by any Inspector in connection with such registration statement and related due diligence defense, subject to entry by each such Inspector into a customary confidentiality and non-use agreement in a form reasonably acceptable to the Company, provided, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in a registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this Section 2.6(i) if the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information; provided, further, that such Inspector agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential.

(j) The Company will otherwise use reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make available to its securityholders, as soon as reasonably practicable, an earnings statement covering a period of 12 months, beginning within three months after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder (or any successor rule or regulation hereafter adopted by the Commission).

(k) The Company may require each applicable Selling Holder to promptly furnish in writing to the Company such information regarding such Selling Holder, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required in connection with such registration.

(l) Each Selling Holder agrees that it will promptly notify the Company at any time when a prospectus relating to the registration of such Registrable Securities is required to be delivered under the Securities Act of the happening of an event as a result of which information previously furnished by such Selling Holder to the Company in writing for inclusion in such prospectus contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made.

(m) In the case of an underwritten offering, the Company will cooperate with the customary marketing efforts of the Underwriters, including, without limitation, providing information and materials and making appropriate senior executive officers of the Company available to participate in meetings, customary "road show" presentations and/or investor conference calls to market the Registrable Securities that may be reasonably requested by the Underwriters in any such underwritten offering and otherwise to reasonably facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto.

(n) In the case of an Overnight Underwritten Offering, the Company will use its reasonable best efforts to effect the registration and the sale of the applicable Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable; provided that the applicable Selling Holders provide the Company with at least three (3) Business Days' notice of such offering.

#### SECTION 2.7. Registration Expenses.

(a) In connection with any registration statement required to be filed hereunder, the Company shall pay the following registration expenses incurred in connection with the registration hereunder (the "Registration Expenses"), regardless of whether such registration statement is declared effective by the Commission: (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (ii) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing prospectuses), (iv) the fees and expenses incurred in connection with the listing of the Registrable Securities on NASDAQ or other applicable national securities exchange, and (v) reasonable fees and disbursements of counsel for the Company and customary fees and expenses for independent certified public accountants retained by the Company (including the expenses of any comfort letters requested pursuant to Section 2.6(h)). The Company shall have no obligation to pay any underwriting fees, discounts or commissions attributable to the sale of Registrable Securities or any transfer taxes relating to the registration or sale of the Registrable Securities, nor will the Company have any obligation to pay any attorneys' or other advisors' fees of the Selling Holders.

(b) Promptly, and in no event more than ten (10) days, following the effectiveness of a Shelf Registration Statement or Demand Registration Statement, the closing of a Underwritten Shelf Offering or Underwritten Demand Offering or the filing at the request of the Holders of any prospectus supplement relating to the Registrable Securities (including the Initial Prospectus Supplement), the Holders shall reimburse the Company for the reasonable Registration Expenses incurred by the Company and directly attributable to such registration statement or offering, as the case may be.

SECTION 2.8. Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the full extent permitted by law, each Selling Holder, each member, limited partner or general partner thereof, each member, limited partner or general partner of each such member, limited or general partner, each of their respective Affiliates, officers, directors, stockholders, employees, advisors, and agents and each Person, if any, who controls such Persons within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective Representatives from and against any and all losses, penalties, judgments, suits, costs, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal expenses) (each, a "Loss", and collectively, "Losses") that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement or prospectus relating to such Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus, or that arise out of or are based

upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such Losses arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission with respect to information relating to such Selling Holder (a) that such Selling Holder knew to be untrue or reasonably should have known to be untrue or knew to be an omission or reasonably should have known to be an omission or (b) was included in reliance upon and in conformity with information furnished in writing to the Company by such Selling Holder or on such Selling Holder's behalf expressly for inclusion therein or that are due to such Selling Holder's failure to deliver a copy of such registration statement or prospectus relating to such Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus after the Company has made available or furnished such Selling Holder with copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder or any Indemnified Party.

**SECTION 2.9. Indemnification by Holders of Registrable Securities.** Each Selling Holder agrees, severally but not jointly, to indemnify and hold harmless the Company, its officers, directors and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective Representatives to the same extent as the foregoing indemnity from the Company to such Selling Holder pursuant to Section 2.8, but only with respect to (a) written information relating to such Selling Holder included in reliance upon and in conformity with information furnished in writing by such Selling Holder or on such Selling Holder's behalf expressly for use in any registration statement or prospectus relating to the Registrable Securities of such Selling Holder, or any amendment or supplement thereto, or any preliminary prospectus and (b) any untrue statement or alleged untrue statement of a material fact contained in any registration statement or prospectus relating to such Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus, or that arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (i) that such Selling Holder knew to be untrue or knew to be an omission or that such Selling Holder reasonably should have known to be untrue or reasonably should have known to be an omission and (ii) which the Company did not know to be untrue or did not know to be an omission. Notwithstanding the foregoing, in no event will the liability of a Selling Holder under this Section 2.9 or Section 2.11 or otherwise hereunder exceed the net proceeds actually received by such Selling Holder from the sale of its Registrable Securities hereunder. This indemnity shall be in addition to any liability each Selling Holder may otherwise have.

**SECTION 2.10. Conduct of Indemnification Proceedings.** In case any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to Section 2.8 or Section 2.9, such Person (an "Indemnified Party") shall promptly notify the Person against whom such indemnity may be sought (an "Indemnifying Party") in writing and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Party, and shall assume the payment of all fees and expenses; provided that the failure of any Indemnified Party to give such notice will not relieve such Indemnifying Party of its obligations under Section 2.8 or Section 2.9, as applicable, except to the extent such Indemnifying Party is materially prejudiced by such failure. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (b) the named parties to any such proceeding (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in connection with any proceeding



or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for all such Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Indemnified Parties, such firm shall be designated in writing by (i) in the case of Persons indemnified pursuant to Section 2.8, WFLP and (ii) in the case of Persons indemnified pursuant to Section 2.9, the Company. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened proceeding in respect of with any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability arising out of such proceeding without any admission of liability by such Indemnified Party.

#### SECTION 2.11. Contribution.

(a) If the indemnification provided for in Section 2.8 or Section 2.9 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party or insufficient in respect of any Losses referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses as between the Company on the one hand and each Selling Holder on the other, in such proportion as is appropriate to reflect the relative fault of the Company and of each Selling Holder in connection with such statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of each Selling Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(b) The amount paid or payable by an Indemnified Party as a result of the Losses referred to in Section 2.11(a) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.11, no Selling Holder shall be required to contribute any amount in excess of the amount by which the total price at which the securities of such Selling Holder were offered to the public exceeds the amount of any damages which such Selling Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Selling Holder's obligations to contribute pursuant to this Section 2.11 are several in such proportion that the proceeds of the offering received by such Selling Holder bears to the total proceeds of the offering received by all the Selling Holders, and not joint.

SECTION 2.12. Participation in Underwritten Offerings. No Person may participate in any underwritten offering hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting agreement (which shall be reasonably satisfactory to such Person in form and substance) and (b) completes and executes all customary questionnaires and other documents reasonably required under the terms of such customary underwriting agreement.

SECTION 2.13. Rule 144. The Company covenants that it will timely file any reports required to be filed by it under the Securities Act and the Exchange Act to the extent required from time to time to enable Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144. Upon the reasonable request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specific thereof.

SECTION 2.14. Limitation on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders, enter into any agreement with any current or future holder of any securities of the Company that (a) would allow such current or future holder to require the Company to include securities in any Underwritten Shelf Offering or Underwritten Demand Offering or (b) constitute contractual rights of the type described in Section 2.4(b)(i) (i.e., that would allow such current or future holder to require the Company to include securities in any Underwritten Piggy-Back Offering on a basis that has priority over the Registrable Securities of the Selling Holders). The Company hereby represents and warrants to the Holders that Schedule A hereto sets forth a correct and complete list of all other currently effective registration rights granted by the Company to other holders of its securities as of the date of this Agreement.

SECTION 2.15. Restriction on Sales of Common Stock. Without the Company's prior written consent, the Holders, collectively, shall not be permitted to sell more than an aggregate of 4,043,903 shares of Common Stock (as such number shall be adjusted for any conversion, dividend, stock-split, distribution or exchange, merger, consolidation, exchange, recapitalization or reclassification or similar transactions affecting such shares) pursuant to any Shelf Registration Statement, Demand Registration Statement or Piggy-Back Registration Statement in any quarter ending after the date of this Agreement.

SECTION 2.16. Termination. This Agreement shall terminate and be of no further force or effect when there shall be no Registrable Securities outstanding; provided, that Sections 2.8, 2.9, 2.10 and 2.11 shall survive any such termination.

### ARTICLE III MISCELLANEOUS

SECTION 3.1. NASDAQ Listing. For so long as any Common Stock is listed on the NASDAQ Global Select Market ("NASDAQ") or any other stock exchange, the Company shall use reasonable best efforts to cause any Registrable Securities to be listed on the NASDAQ or such other exchange by the date that the Shelf Registration Statement, Demand Registration Statement or Piggy-Back Registration Statement, as applicable, has been declared effective by the Commission.

SECTION 3.2. Remedies. In addition to being entitled to exercise all rights provided herein and granted by law, including recovery of damages, the Holders shall be entitled to specific performance of the rights under this Agreement. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and any requirement of the Holders to post a bond or provide an indemnity in any such action.

SECTION 3.3. Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented without the written consent of the Company and WFLP (on behalf of the Holders). Any waiver of, or consent to the departure from, any provision of this Agreement must be in writing and signed by the party entitled to the benefit of such provision. Any such waiver or consent shall not operate or be construed as a waiver of any subsequent non-compliance with, or as a consent to the departure from, any provision. No failure or delay by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon any breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

**SECTION 3.4. Notices.**

(a) All notices and other communications in connection with this Agreement shall be made in writing by hand delivery, facsimile or air courier guaranteeing overnight delivery:

if to the Holders: at WFLP's most recent address on the books and records of the Company  
with a copy to (which shall not constitute notice):

Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, CA 90071  
Facsimile: (213) 891-8763  
Attention: Paul D. Tosetti and David A. Zaheer

if to the Company:

Wynn Resorts, Limited  
3131 Las Vegas Boulevard South  
Las Vegas, Nevada 89109  
Facsimile:  
Attention: Kim Sinatra, Executive Vice President and General Counsel

in each case, or to such other address as the Holders or the Company may hereafter specify in writing.

(b) All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; when receipt is acknowledged, if sent by facsimile; on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery, and when receipt is acknowledged in writing by addressee or receipt is otherwise confirmed, if by electronic mail.

**SECTION 3.5. Successors and Assigns.** Except as expressly provided in this Agreement, the rights and obligations of the Holders under this Agreement shall not be assignable by any Holder to any Person that is not a Holder. The rights and obligations of the Company under this Agreement shall not be assignable by the Company to any other Person. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 3.6. Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Each party shall become bound by this Agreement immediately upon affixing its signature hereto.

**SECTION 3.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without regard to the choice of law provisions thereof.

**SECTION 3.8. Exclusive Jurisdiction in Nevada.**

(a) The parties hereto submit to the exclusive jurisdiction of the federal courts of the United States sitting in Clark County in the State of Nevada or, if such courts do not have jurisdiction, to the state courts sitting in Clark County in the State of Nevada, and any appellate court from any such federal or

state court (the "Chosen Courts"), and hereby irrevocably and unconditionally agree that all claims with respect to any such claim shall be heard and determined in the Chosen Courts. The parties agree that a final judgment in any such claim is conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any related matter in the Chosen Courts and the defense of an inconvenient forum to the maintenance of such claim in any such Chosen Court.

**SECTION 3.9. WAIVER OF JURY TRIAL.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON, OR IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 3.9 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**SECTION 3.10. Interpretation.** Unless expressly provided for elsewhere in this Agreement, this Agreement will be interpreted in accordance with the following provisions: (a) the words "this Agreement," "herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion, article, section, subsection or other subdivision of this Agreement in which any such word is used; (b) examples are not to be construed to limit, expressly or by implication, the matter they illustrate; (c) the word "including" and its derivatives means "including without limitation" and is a term of illustration and not of limitation; (d) all definitions set forth herein are deemed applicable whether the words defined are used herein in the singular or in the plural and correlative forms of defined terms have corresponding meanings; (e) the word "or" is not exclusive, and has the inclusive meaning represented by the phrase "and/or"; (f) a defined term has its defined meaning throughout this Agreement and each exhibit and schedule to this Agreement, regardless of whether it appears before or after the place where it is defined; (g) wherever used herein, any pronoun or pronouns will be deemed to include both the singular and plural and to cover all genders; (h) this Agreement has been jointly prepared by the parties, and this Agreement will not be construed against any Person as the principal draftsman hereof or thereof and no consideration may be given to any fact or presumption that any party had a greater or lesser hand in drafting this Agreement; (i) the captions of the articles, sections or subsections appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement; (j) any references herein to a particular Section or Schedule means a Section or Schedule to this Agreement unless otherwise expressly stated herein; and (k) all references to days mean calendar days unless otherwise provided.

**SECTION 3.11. Severability.** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

SECTION 3.12. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

SECTION 3.13. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 3.14. No Third Party Beneficiaries. Nothing express or implied herein is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their respective successors and assigns and all Indemnified Parties, any rights, remedies or other benefits under or by reason of this Agreement.

*(Remainder of page intentionally left blank; Signature page follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**COMPANY**

Wynn Resorts, Limited

By: /s/ Kim Sinatra

Name: Kim Sinatra

Title: EVP, General Counsel & Secretary

**HOLDER**

Wynn Family Limited Partnership

By: Wynn GP, LLC, its general partner

By: Stephen A. Wynn Revocable Trust  
U/D/T Dated June 24, 2010, its manager

By: /s/ Stephen A. Wynn

Name: Stephen A. Wynn

Title: Trustee

---

**Schedule A**

None.

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement, dated as of March 22, 2018 (this "Agreement"), is made by and between Wynn Family Limited Partnership, a Delaware limited partnership (the "Seller"), and each of the purchasers set forth in Appendix A hereto, severally and not jointly (each, a "Purchaser" and collectively, the "Purchasers"), advised by T. Rowe Price Associates, Inc. ("TRPA").

**WHEREAS**, the Seller holds an aggregate of 8,026,708 shares of common stock of Wynn Resorts, Limited, a Nevada corporation (the "Company"), par value \$0.01 per share (the "Common Stock"); and

**WHEREAS**, the Seller wishes to sell an aggregate of 3,026,708 shares of Common Stock to the Purchasers, and each Purchaser wishes to purchase the number of shares of Common Stock from the Seller as set forth in Appendix A hereto, severally and not jointly (such shares, the "Purchased Shares"), on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 SALE AND PURCHASE

1.1 Sale and Purchase. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as defined below), the Seller shall sell and transfer the Purchased Shares to the Purchasers, and the Purchasers shall purchase the Purchased Shares from the Seller.

1.2 Purchase Price. The aggregate purchase price for all of the Purchased Shares shall be \$529,673,900 in the aggregate (the "Purchase Price") (or \$175.00 per share). The portion of the Purchase Price to be paid by each Purchaser is set forth in Appendix A.

1.3 Registration. The Company has filed with the Securities and Exchange Commission, under the Securities Act of 1933, as amended (the "Securities Act"), a registration statement on Form S-3 (File No. 333-214505) with respect to the issuance and sale by the Company of certain securities including the Common Stock, and a prospectus supplement, dated March 20, 2018 relating to the resale by the Seller of the Purchased Shares (such registration statement, as amended or supplemented from time to time, the "Registration Statement"). The Registration Statement, including all documents incorporated by reference therein, the prospectus included therein, and the Prospectus Supplement, as from time to time amended or supplemented pursuant to the Securities Act, the Securities Exchange Act of 1934, as amended, or otherwise, are collectively referred to herein as the "Prospectus." The offering and sale of the Purchased Shares is being made pursuant to the Prospectus.



1.4 Closing; Delivery of and Payment for the Purchased Shares. On the terms and subject to the conditions set forth in this Agreement, the closing (the "Closing") of the purchase and sale of the Purchased Shares hereunder shall occur at 10:00 a.m., Eastern time, on March 26, 2018, or on such other date or at such other location, or remotely by facsimile transmission or other electronic means, as the parties may mutually agree (the date on which the Closing occurs, the "Closing Date"), and on the Closing Date (a) each Purchaser shall instruct its agent or custodian, as the case may be, to pay, by wire transfer of immediately available funds to the account specified by the Seller, its portion of the Purchase Price as set forth in Appendix A, and (b) upon confirmation of receipt of the aggregate Purchase Price, the Seller shall immediately instruct the Company's transfer agent (i) to cause each Purchaser's portion of the Purchased Shares to be delivered, without restrictive legend, by crediting such Purchaser's portion of the Purchased Shares to the accounts designated by such Purchaser and (ii) within one business day, to provide a transaction notice to such Purchaser reflecting the Purchased Shares credited in the Direct Registration System (DRS). The obligation of each party hereto to consummate the purchase and sale of the Purchased Shares hereunder at the Closing shall be subject to (A) the accuracy when made and as of the Closing Date of the representations and warranties of the other party or parties (unless such representations and warranties are made as of a specific date, in which case they shall be accurate as of such date), and (B) the performance by the other party or parties of all obligations, covenants and agreements required to be performed by such party or parties on or prior to the Closing.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchasers as follows:

2.1 Existence. The Seller has been duly formed and is validly existing as a limited partnership in good standing under the laws of the State of Delaware.

2.2 Power and Authority. The Seller has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken by the Seller for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken. The person signing this Agreement on behalf of the Seller has been duly and validly authorized and empowered to do so, and has the authority to bind the Seller to effectuate the transactions contemplated by this Agreement.

2.3 Authorization. This Agreement has been duly authorized, executed and delivered by or on behalf of the Seller and constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

2.4 Consents. Assuming the accuracy of the Purchasers' representations and warranties set forth in Article 3, all governmental and other consents that are required to have been obtained by the Seller with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

2.5 No Conflicts. The execution, delivery and performance by the Seller of this Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Seller is a party or by which the Seller is bound, (b) result in any violation of the provisions of the organizational documents of the Seller or, to the knowledge of the Seller, the Company or (c) assuming the accuracy of the Purchaser's representations and warranties set forth in Article 3, result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Purchased Shares and the consummation of any other transaction herein contemplated. No proceedings relating to the Purchased Shares are pending or, to the knowledge of the Seller, threatened, before any court, arbitrator, or administrative or governmental body or authority.

2.6 Title and Delivery. As of the date hereof and immediately prior to the delivery of the Purchased Shares at the Closing, the Seller is, and will be, the sole legal and beneficial owner of, and holds, and will hold, good and valid title to the Purchased Shares and the right to vote the Purchased Shares, free and clear of all liens and encumbrances, other than any liens or encumbrances arising under federal or state securities laws. Other than this Agreement, the Seller is not party to any contract or agreement relating to the Purchased Shares or any rights relating thereto, including, without limitation, any agreement governing the sale, disposition, transfer or voting of the Purchased Shares.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Each Purchaser hereby represents and warrants to the Seller as follows:

3.1 Existence. Such Purchaser has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization.

3.2 Power and Authority. Such Purchaser has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken.

3.3 Authorization. This Agreement has been duly authorized, executed and delivered by or on behalf of such Purchaser and constitutes a valid and binding agreement of such Purchaser enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

3.4 Consents. All governmental and other consents that are required to have been obtained by such Purchaser with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

3.5 No Conflicts. The execution, delivery and performance by such Purchaser of this Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Purchaser or any of its subsidiaries is a party or by which such Purchaser or any of its subsidiaries is bound, (b) result in any violation of the provisions of the organizational documents of such Purchaser or any of its subsidiaries or (c) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach violation or default that would not materially and adversely affect the purchase of the Purchased Shares and the consummation of any other transaction herein contemplated. No proceedings relating to the Purchased Shares are pending or, to the knowledge of such Purchaser, threatened, before any court, arbitrator, or administrative or governmental body or authority.

3.6 Financial Capability. Such Purchaser has sufficient financial resources available to consummate the transactions contemplated by, and to perform its obligations under, this Agreement (including the payment of its portion of the Purchase Price).

3.7 Investment Intent. Such Purchaser is acquiring the Purchased Shares pursuant to this Agreement solely for the purpose of investment (within the meaning of Section 802.9 of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and has no intention of participating in the formulation, determination or direction of the basic business of the Company. Upon delivery of the applicable Purchased Shares to such Purchaser at the Closing, such Purchaser will not hold more than 10% of the outstanding voting securities of the Company.

3.8 Sophisticated Investor. Such Purchaser is a sophisticated investor with sufficient knowledge and experience to properly evaluate the merits of the transactions contemplated by this Agreement, and such Purchaser is able to bear the substantial risks associated therewith.

3.9 Independent Investigation. Such Purchaser has made its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Purchased Shares, the Company and its subsidiaries and the transactions contemplated hereby, and has been furnished with, or given adequate access to, such information about the Purchased Shares, the Company and its subsidiaries as it has requested (including the information in the Prospectus). In making its decision to execute and deliver this Agreement and to consummate the transactions contemplated hereby, such Purchaser has independently investigated the Company's and its subsidiaries' business operations, assets, liabilities, results of operations and financial condition.

3.10 No Other Representations. Such Purchaser hereby acknowledges that the Seller makes no representation or warranty with respect to the Company, its subsidiaries or the Purchased Shares except as expressly set forth in this Agreement.

**ARTICLE 4  
MISCELLANEOUS**

4.1 **Termination.** This Agreement may be terminated in whole at any time prior to the Closing by mutual written consent of the Seller and the Purchasers, or in part at any time with respect to a particular Purchaser prior to the Closing by mutual written consent of the Seller and the relevant Purchaser.

4.2 **Further Assurances.** Each of the parties hereto does hereby covenant and agree on behalf of itself, its successors, and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of this Agreement.

4.3 **Survival.** All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the delivery of the Purchased Shares until expiration of the applicable statute of limitations.

4.4 **Amendments and Waivers.** No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed, in the case of an amendment, by the Seller and the relevant Purchaser, or in the case of a waiver, by the Seller (in the event it is the waiving party) or the relevant Purchaser (in the event a Purchaser is the waiving party). No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.5 **Binding Effect.** Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and all other persons hereafter that become a party hereto. No rights or obligations hereunder may be assigned by any party hereto without the written consent of the Seller (in the case it is the assigning party) or the relevant Purchaser (in the case a Purchaser is the assigning party). Any attempted transfer or assignment by any party of its rights and obligations under this Agreement, without the consent of the other party, shall be null and void.

4.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement is not intended to confer upon any person, other than the parties hereto, any rights or remedies hereunder.

4.7 **Severability.** In the event that any provision of this Agreement as applied to any party or to any circumstance, shall be adjudged by a court to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Agreement, the application of such provision in any other circumstance or with respect to any other party, or the validity or enforceability of this Agreement as a whole.

4.8 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original (including signatures delivered via facsimile or PDF) and all of which taken together shall constitute one agreement and the same instrument shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. The parties hereto may deliver this Agreement by facsimile or PDF and each party shall be permitted to rely on the signatures so transmitted to the same extent and effect as if they were original signatures.

4.9 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF NEVADA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEVADA.

4.10 Consent to Jurisdiction. With respect to any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any governmental authority or any federal, state, local, foreign or international arbitration or mediation tribunal (the "Action") arising out of or relating to this Agreement or any transaction contemplated hereby each of the parties hereto hereby irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of Nevada and of the United States of America located in Clark County in the State of Nevada (the "Selected Courts") and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise and hereby agrees not to commence any such Actions other than before the Selected Court; *provided, however*, that a party may commence any Action in a court other than a Selected Courts solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (ii) consents to service of process in any Action by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to the applicable party at its address referred to in Section 4.11; *provided, however*, that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; and (iii) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

4.11 Notices. Any notice, consent, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be (a) delivered personally to the party or to an officer of the party to whom the same is directed, or (b) sent by facsimile or other electronic or digital transmission method (including e-mail), or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Seller:

Wynn Family Limited Partnership  
600 Brickell Ave, Suite 3100  
Miami, FL 33131

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, CA 90071  
Facsimile: (213) 891-8763  
Attention: Paul D. Tosetti and David A. Zaheer  
E-mail: paul.tosetti@lw.com; david.zaheer@lw.com

If to any Purchaser:

c/o T. Rowe Price Associates, Inc., investment adviser  
100 East Pratt Street  
Baltimore, MD 21202  
Attention: Andrew Baek and Margie Schwartz  
Facsimile: 410-345-6575  
E-mail: andrew\_baek@troweprice.com;  
margie\_schwartz@troweprice.com

or to such other address as such party may from time to time specify in writing to the other parties hereto. Any such notice shall be deemed to be delivered, given and received for all purposes as of: (i) the date so delivered, if delivered personally, (ii) upon receipt, if sent by facsimile or other electronic or digital transmission method (including e-mail), or (iii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed.

4.12 Costs and expenses. Each party shall bear its own costs and expenses related to this Agreement and the transaction contemplated hereby.

4.13 Certain Rules of Construction. To the fullest extent permitted by law, the parties hereto intend that any ambiguities shall be resolved without reference to which party may have drafted this Agreement. All Section or subsection titles or other captions in this Agreement are

for convenience only, and they shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Unless the context otherwise requires: (a) a term has the meaning assigned to it; (b) "or" is not exclusive; (c) words in the singular include the plural, and words in the plural include the singular; (d) provisions apply to successive events and transactions; (e) "herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision; (f) "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import; (g) all references to "Sections" or "subsections" refer to Sections or subsections of this Agreement; and (h) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms.

4.14 Further Assurances. Each party agrees prior to and after the purchase and sale of the Purchased Shares, to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

4.15 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. The decision of each Purchaser to purchase Purchased Shares pursuant to this Agreement has been made by such Purchaser independently of any other Purchaser. Nothing contained herein, and no action taken by any Purchaser pursuant hereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Purchased Shares or enforcing its rights under this Agreement. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The Seller acknowledges that each of the Purchasers has been provided with the same Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser. It is expressly understood and agreed that each provision contained in this Agreement is between the Seller and a Purchaser, solely, and not between the Seller and the Purchasers collectively and not between and among the Purchasers.

*(Signature Page Follows)*

---

In witness whereof, the parties have caused this Stock Purchase Agreement to be executed and delivered as of the date first above written.

Wynn Family Limited Partnership

By: Wynn GP, LLC, its general partner

By: Stephen A. Wynn Revocable Trust  
U/D/T Dated June 24, 2010, its manager

By: /s/ Stephen A. Wynn

Name: Stephen A. Wynn

Title: Trustee

*[Signature Page to Stock Purchase Agreement]*



In witness whereof, the parties have caused this Stock Purchase Agreement to be executed and delivered as of the date first above written.

Each Purchaser set forth in Appendix A  
hereto, severally and not jointly

By: T. Rowe Price Associates, Inc.,  
as investment adviser

By /s/ Joseph Fath

Name: Joseph Fath  
Title: Vice President

By: T. Rowe Price Associates, Inc.,  
as investment adviser

By /s/ Don Easley

Name: Don Easley  
Title: Vice President

By: T. Rowe Price Associates, Inc.,  
as investment adviser

By /s/ Robert L. Harlow

Name: Robert L. Harlow  
Title: Vice President

By: T. Rowe Price Associates, Inc.,  
as investment adviser

By /s/ Rouven Wool-Lewis

Name: Rouven Wool-Lewis  
Title: Vice President

Address:

T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, MD 21202  
Attn Andrew Back, Vice President  
Phone: 410-345-2090  
Email: Andrew\_Back@troweprice.com

*[Signature Page to Stock Purchase Agreement]*

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement, dated as of March 22, 2018 (this "Agreement"), is made by and between Wynn Family Limited Partnership, a Delaware limited partnership (the "Seller"), and each of the purchasers set forth in Schedule A hereto, severally and not jointly (each, a "Purchaser" and collectively, the "Purchasers").

**WHEREAS**, the Seller holds an aggregate of 8,026,708 shares of common stock of Wynn Resorts, Limited, a Nevada corporation (the "Company"), par value \$0.01 per share (the "Common Stock"); and

**WHEREAS**, the Seller wishes to sell an aggregate of 5,000,000 shares of Common Stock to the Purchasers, and each Purchaser wishes to purchase the number of shares of Common Stock from the Seller as set forth in Schedule A hereto, severally and not jointly (such shares, the "Purchased Shares"), on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I SALE AND PURCHASE

1.1 Sale and Purchase. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as defined below), the Seller shall sell and transfer the Purchased Shares to the Purchasers, and the Purchasers shall purchase the Purchased Shares from the Seller.

1.2 Purchase Price. The aggregate purchase price for the Purchased Shares shall be \$875,000,000.00 (the "Purchase Price") (or \$175.00 per share). The portion of the Purchase Price to be paid by each Purchaser is set forth in Schedule A.

1.3 Registration. The Company has filed with the Securities and Exchange Commission, under the Securities Act of 1933, as amended (the "Securities Act"), a registration statement on Form S-3 (File No. 333-214505) with respect to the issuance and sale by the Company of certain securities including the Common Stock, and a prospectus supplement, dated March 20, 2018 relating to the resale by the Seller of the Purchased Shares (such registration statement as amended or supplemented from time to time, the "Registration Statement"). The Registration Statement, including all documents incorporated by reference therein, the prospectus included therein, and the prospectus supplement, as from time to time amended or supplemented pursuant to the Securities Act, the Securities Exchange Act of 1934, as amended, or otherwise, are collectively referred to herein as the "Prospectus."

1.4 Closing Date; Delivery of and Payment for the Purchased Shares. On the terms and subject to the conditions set forth in this Agreement, the closing (the "Closing") of the purchase and sale of the Purchased Shares hereunder shall occur at 10:00 a.m., Eastern time, on

March 26, 2018 (or such other time and date as the parties hereto may agree), and on such date (the "Closing Date"), (a) each Purchaser shall pay, by wire transfer of immediately available funds to the account specified by the Seller, its portion of the Purchase Price as set forth in Schedule A, and (b) the Company's transfer agent shall (i) cause each Purchaser's portion of the Purchased Shares to be delivered by crediting such Purchaser's portion of the Purchased Shares to the accounts designated by such Purchaser and (ii) provide a transaction notice to such Purchaser reflecting the Purchased Shares credited in the Direct Registration System (DRS). The obligation of each party hereto to consummate the purchase and sale of the Purchased Shares hereunder at the Closing shall be subject to (A) the accuracy when made and as of the Closing Date of the representations and warranties of the other party or parties (unless such representations and warranties are made as of a specific date, in which case they shall be accurate as of such date), and (B) the performance by the other party or parties of all obligations, covenants and agreements required to be performed by such party or parties on or prior to the Closing.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchasers as follows:

2.1 Existence. The Seller has been duly formed and is validly existing as a limited partnership in good standing under the laws of the State of Delaware.

2.2 Power and Authority. The Seller has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken by the Seller for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken.

2.3 Authorization. This Agreement has been duly authorized, executed and delivered by or on behalf of the Seller and constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

2.4 Consents. Assuming the accuracy of the Purchasers' representations and warranties set forth in Article 3, all governmental and other consents that are required to have been obtained by the Seller with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

2.5 No Conflicts. The execution, delivery and performance by the Seller of this Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Seller is a party or by which the Seller is bound, (b) result in any violation of the provisions of the organizational documents of the Seller or (c) assuming the accuracy of the Purchasers' representations and warranties set forth in

Article 3, result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Purchased Shares and the consummation of any other transaction herein contemplated.

2.6 Title and Delivery. As of the date hereof and immediately prior to the delivery of the Purchased Shares at the Closing, the Seller is, and will be, the sole legal and beneficial owner of, and holds, and will hold, good and valid title to the Purchased Shares, free and clear of all liens and encumbrances, other than any liens or encumbrances arising under applicable gaming laws, federal or state securities laws or other applicable law or the articles of incorporation or bylaws of the Company or that would not materially and adversely affect the sale of the Purchased Shares and the consummation of any other transaction herein contemplated.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser hereby represents and warrants to the Seller as follows:

3.1 Existence. Such Purchaser has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization.

3.2 Power and Authority. Such Purchaser has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken.

3.3 Authorization. This Agreement has been duly authorized, executed and delivered by or on behalf of such Purchaser and constitutes a valid and binding agreement of such Purchaser enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

3.4 Consents. All governmental and other consents that are required to have been obtained by such Purchaser with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

3.5 No Conflicts. The execution, delivery and performance by such Purchaser of this Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Purchaser or any of its subsidiaries is a party or by which such Purchaser or any of its subsidiaries is bound, (b) result in any violation of the provisions of the organizational documents of such Purchaser or any of its subsidiaries or (c) result in the violation of any law or statute or any judgment, order, rule or

regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach violation or default that would not materially and adversely affect the purchase of the Purchased Shares and the consummation of any other transaction herein contemplated.

3.6 Financial Capability. Such Purchaser has sufficient financial resources available to consummate the transactions contemplated by, and to perform its obligations under, this Agreement (including the payment of its portion of the Purchase Price).

3.7 Investment Intent. Such Purchaser is acquiring the Purchased Shares pursuant to this Agreement solely for the purpose of investment (within the meaning of Section 802.9 of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and has no intention of participating in the formulation, determination or direction of the basic business of the Company. Upon delivery of the applicable Purchased Shares to such Purchaser at the Closing, such Purchaser will not hold more than 10% of the outstanding voting securities of the Company.

3.8 Sophisticated Investor. Such Purchaser is a sophisticated investor with sufficient knowledge and experience to properly evaluate the merits of the transactions contemplated by this Agreement, and such Purchaser is able to bear the substantial risks associated therewith.

3.9 Independent Investigation. Such Purchaser has made its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Purchased Shares, the Company and its subsidiaries and the transactions contemplated hereby, and has been furnished with, or given adequate access to, such information about the Purchased Shares, the Company and its subsidiaries as it has requested (including the information in the Prospectus). In making its decision to execute and deliver this Agreement and to consummate the transactions contemplated hereby, such Purchaser has independently investigated the Company's and its subsidiaries' business operations, assets, liabilities, results of operations and financial condition.

3.10 No Other Representations. Such Purchaser hereby acknowledges that the Seller makes no representation or warranty with respect to the Company, its subsidiaries or the Purchased Shares except as expressly set forth in this Agreement.

#### ARTICLE 4 MISCELLANEOUS

4.1 Termination. This Agreement may be terminated in whole at any time prior to the Closing by mutual written consent of the Seller and the Purchasers, or in part at any time with respect to a particular Purchaser prior to the Closing by mutual written consent of the Seller and the relevant Purchaser.

4.2 Further Assurances. Each of the parties hereto does hereby covenant and agree on behalf of itself, its successors, and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of this Agreement.

4.3 Survival. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the delivery of the Purchased Shares until expiration of the applicable statute of limitations.

4.4 Amendments and Waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed, in the case of an amendment, by the Seller and the relevant Purchaser, or in the case of a waiver, by the Seller (in the event it is the waiving party) or the relevant Purchaser (in the event a Purchaser is the waiving party). No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.5 Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and all other persons hereafter that become a party hereto. No rights or obligations hereunder may be assigned by any party hereto without the written consent of the Seller (in the case it is the assigning party) or the relevant Purchaser (in the case a Purchaser is the assigning party). Any attempted transfer or assignment by any party of its rights and obligations under this Agreement, without the consent of the other party, shall be null and void.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement is not intended to confer upon any person, other than the parties hereto, any rights or remedies hereunder.

4.7 Severability. In the event that any provision of this Agreement as applied to any party or to any circumstance, shall be adjudged by a court to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Agreement, the application of such provision in any other circumstance or with respect to any other party, or the validity or enforceability of this Agreement as a whole.

4.8 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original (including signatures delivered via facsimile or PDF) and all of which taken together shall constitute one agreement and the same instrument shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. The parties hereto may deliver this Agreement by facsimile or PDF and each party shall be permitted to rely on the signatures so transmitted to the same extent and effect as if they were original signatures.

4.9 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PROVISION OR RULE (WHETHER OF THE STATE OF NEVADA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEVADA.

4.10 Consent to Jurisdiction. With respect to any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any governmental authority or any federal, state, local, foreign or international arbitration or mediation tribunal (the "Action") arising out of or relating to this Agreement or any transaction contemplated hereby each of the parties hereto hereby irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of Nevada and of the United States of America located in Clark County in the State of Nevada (the "Selected Courts") and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise and hereby agrees not to commence any such Actions other than before the Selected Court; *provided, however*, that a party may commence any Action in a court other than a Selected Courts solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (ii) consents to service of process in any Action by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to the applicable party at its address referred to in Section 4.11; *provided, however*, that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; and (iii) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

4.11 Notices. Any notice, consent, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be (a) delivered personally to the party or to an officer of the party to whom the same is directed, or (b) sent by facsimile or other electronic or digital transmission method (including e-mail), or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Seller:

Wynn Family Limited Partnership  
600 Brickell Ave, Suite 3100  
Miami, FL 33131

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
355 South Grand Avenue, Suite 100  
Los Angeles, CA 90071  
Facsimile: (213) 891-8763  
Attention: Paul D. Tosetti and David A. Zaheer  
E-mail: paul.tosetti@lw.com;  
david.zaheer@lw.com

If to any Purchaser:

c/o Capital Research and Management Company  
333 South Hope Street, 33rd Floor  
Los Angeles, CA 90071  
Facsimile: (213) 486-9041  
Attention: Erik A. Vayntrub  
E-mail: erv@capgroup.com

or to such other address as such party may from time to time specify in writing to the other parties hereto. Any such notice shall be deemed to be delivered, given and received for all purposes as of: (i) the date so delivered, if delivered personally, (ii) upon receipt, if sent by facsimile or other electronic or digital transmission method (including e-mail), or (iii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed.

4.12 Costs and expenses. Each party shall bear its own costs and expenses related to this Agreement and the transaction contemplated hereby.

4.13 Certain Rules of Construction. To the fullest extent permitted by law, the parties hereto intend that any ambiguities shall be resolved without reference to which party may have drafted this Agreement. All Section or subsection titles or other captions in this Agreement are for convenience only, and they shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Unless the context otherwise requires: (a) a term has the meaning assigned to it; (b) "or" is not exclusive; (c) words in the singular include the plural, and words in the plural include the singular; (d) provisions apply to successive events and transactions; (e) "herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision; (f) "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import; (g) all references to "Sections" or "subsections" refer to Sections or subsections of this Agreement; and (h) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms.

*(Signature Page Follows)*



In witness whereof, the parties have caused this Stock Purchase Agreement to be executed and delivered as of the date first above written.

Wynn Family Limited Partnership

By: Wynn GP, LLC, its general partner

By: By: Stephen A. Wynn Revocable Trust  
U/D/T Dated June 24, 2010, its manager

By: /s/ Stephen A. Wynn

Name: Stephen A. Wynn

Title: Trustee

*[Signature Page to Stock Purchase Agreement]*

---

In witness whereof, the parties have caused this Stock Purchase Agreement to be executed and delivered as of the date first above written.

CAPITAL RESEARCH AND MANAGEMENT  
COMPANY,  
for and on behalf of each of the Purchasers, severally  
and not jointly

By /s/ Fabrice REMY  
Name: Fabrice REMY  
Title: Authorized Signatory

*[Signature Page to Stock Purchase Agreement]*



*Legal Division*

April 5, 2018

Frank A. DiGiacomo, Esq.  
Duane Morris  
1940 Route 70 East, Suite100  
Cherry Hill, NJ 08003-2171

Re: Wynn MA LLC and Wynn Resorts Limited – Resignation and Divestiture of  
Stephen A Wynn

Dear Mr. DiGiacomo:

Executive Director Bedrosian has shared with me your letter of April 3, 2018 regarding Mr. Wynn's status as a qualifier under the Region A category 1 license awarded to Wynn MA LLC and Wynn Resorts Limited and Wynn MA LLC's request that the Commission "de-designate" Mr. Wynn as a qualifier.

The question of whether a person is a qualifier for a category 1 gaming licensee is governed by G.L. c. 23K, § 14, and 205 CMR 116. In this instance, the IEB will recommend that the Commission decide whether to de-designate Mr. Wynn.

Mr. Wynn was deemed to be a qualifier as part of the Wynn MA LLC Region A category 1 license application and he was found suitable by the Commission in December, 2013. Whether Mr. Wynn still meets the criteria mandating qualification, see 205 CMR 116.02(1), and how the Commission exercises its lawful discretionary authority regarding Mr. Wynn's qualifier status, see 205 CMR 116.02(2), are questions to be determined by the Commission at a hearing. To that end, your request has been placed on the agenda of the Commission's April 12, 2018 public meeting, and your letter will be placed in the Commission packet for that meeting. On April 12<sup>th</sup>, the IEB will recommend that the Commission schedule a hearing at a date in the near future to consider your request.

Until such time as the Commission may determine to change Mr. Wynn's qualifier status, he shall continue to be subject to compliance with Chapter 23K and the Commission's regulations.

Please do not hesitate to contact me with any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Blue".

Catherine Blue  
General Counsel



Massachusetts Gaming Commission

CC: Ed Bedrosian  
Karen Wells



Massachusetts Gaming Commission



Legal Division

April 5, 2018

Brian T. Kelly, Esq.  
Nixon Peabody  
100 Summer Street  
Boston, MA 02110-2131

Re: Stephen Wynn

Dear Mr. Kelly:

Executive Director Bedrosian has shared with me your letter of March 27, 2018 regarding Mr. Wynn's status as a qualifier under the Region A category 1 license awarded to Wynn MA LLC. The Legal Division of the Massachusetts Gaming Commission considers your letter to be a request that the Commission "de-designate" Mr. Wynn as a qualifier.

The question of whether a person is a qualifier for a category 1 gaming licensee is governed by G.L. c. 23K, § 14, and 205 CMR 116. In this instance, the IEB will recommend that the Commission decide whether to de-designate Mr. Wynn.

Mr. Wynn was deemed to be a qualifier as part of the Wynn MA LLC Region A category 1 license application and he was found suitable by the Commission in December, 2013. Whether Mr. Wynn still meets the criteria mandating qualification, see 205 CMR 116.02(1), and how the Commission exercises its lawful discretionary authority regarding Mr. Wynn's qualifier status, see 205 CMR 116.02(2), are questions to be determined by the Commission at a hearing. To that end, your request has been placed on the agenda of the Commission's April 12, 2018 public meeting, and your letter will be placed in the Commission packet for that meeting. On April 12<sup>th</sup>, the IEB will recommend that the Commission schedule a hearing at a date in the near future to consider your request.

Until such time as the Commission may determine to change Mr. Wynn's qualifier status, he shall continue to be subject to compliance with Chapter 23K and the Commission's regulations.

Please do not hesitate to contact me with any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Blue".

Catherine Blue  
General Counsel

CC: Ed Bedrosian



Massachusetts Gaming Commission

Karen Wells



Massachusetts Gaming Commission

101 Federal Street, 12<sup>th</sup> Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | [www.massgaming.com](http://www.massgaming.com)

NEW YORK  
LONDON  
SINGAPORE  
PHILADELPHIA  
CHICAGO  
WASHINGTON, DC  
SAN FRANCISCO  
SILICON VALLEY  
SAN DIEGO  
LOS ANGELES  
TAIWAN  
BOSTON  
HOUSTON  
AUSTIN  
HANOI  
HO CHI MINH CITY

# DuaneMorris<sup>®</sup>

FIRM and AFFILIATE OFFICES

FRANK A. DIGIACOMO  
DIRECT DIAL: +1 856 874 4205  
PERSONAL FAX: +1 856 874 4365  
E-MAIL: [fdigiacom@duanemorris.com](mailto:fdigiacom@duanemorris.com)

[www.duanemorris.com](http://www.duanemorris.com)

SHANGHAI  
ATLANTA  
BALTIMORE  
WILMINGTON  
MIAMI  
BOCA RATON  
PITTSBURGH  
NEWARK  
LAS VEGAS  
CHERRY HILL  
LAKE TAHOE  
MYANMAR  
OMAN  
A GCC REPRESENTATIVE OFFICE  
OF DUANE MORRIS  
  
ALLIANCES IN MEXICO  
AND SRI LANKA

April 3, 2018

VIA E-MAIL  
VIA FEDEX

Ms. Karen Wells  
Director of Investigations & Enforcement Bureau  
Massachusetts Gaming Commission  
101 Federal Street  
23rd Floor  
Boston, MA 02110

Re: **Wynn MA, LLC and Wynn Resorts, Limited - Resignation and Divestiture of Stephen A. Wynn**

Dear Director Wells:

Pursuant to the requirements of 205 CMR 116.04, I write to confirm that on February 6, 2018, Stephen A. Wynn resigned as Chairman of the Board and Chief Executive Officer of Wynn Resorts, Limited ("WRL"). Furthermore, as of March 27, 2018, Mr. Wynn divested his ownership interest in WRL. As a result, Mr. Wynn is no longer a shareholder of WRL nor a beneficial owner of Wynn MA, LLC. Accordingly, WRL and Wynn MA, LLC request that Mr. Wynn no longer be deemed a qualifier pursuant to 205 CMR 116.04. Thank you.

Very truly yours,

DUANE MORRIS LLP

  
Frank A. DiGiacomo

cc: Edward R. Bedrosian Jr., Executive Director, MGC  
Jacqui Krum

## Ongoing Qualification Requirement of Stephen A. Wynn

### **I. Factual and Legal Background Surrounding Stephen A. Wynn's Qualification Requirement**

Wynn MA, LLC ("Wynn MA") is the holder of a Category 1 license issued by the Massachusetts Gaming Commission ("Commission"). Wynn MA is a wholly-owned subsidiary of Wynn Resorts, Limited ("Wynn Resorts"), and, in turn, Wynn Resorts is a qualifier of Wynn MA. Stephen A. Wynn until recently served as the Chairman and Chief Executive Officer of Wynn Resorts and maintained a greater than eleven percent (11%) ownership interest in Wynn Resorts. Mr. Wynn did not hold a position with Wynn MA. The regulations of the Commission set forth the individuals and entities that are required to qualify in connection with the license of a Category 1 or Category 2 licensee.

Particularly, the Commission's regulations provide:

(1) The following persons shall be required to qualify as part of the Phase 1 or new qualifier determination for a Category 1 or Category 2 license:

(a) If the applicant is a corporation:

1. Each officer
2. Each director
3. In the judgment of the commission in accordance with this M.G.L. c. 23K:
  - a. each shareholder holding 5% or more of the common stock of the company
  - b. each lender
  - c. each holder of evidence of indebtedness
  - d. each underwriter
  - e. each close associate<sup>1</sup>
  - f. each executive
  - g. each agent
  - h. each employee

---

<sup>1</sup> A "close associate" is defined as "a person who holds a relevant financial interest in, or is entitled to exercise power in, the business of an applicant or licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operation of a gaming establishment or business licensed under this chapter." M.G.L. c. 23K, § 2.



(b) If the applicant is a limited liability corporation:

1. Each Member
2. Each transferee of a Member's interest
3. Each Director
4. Each Manager
5. In the judgment of the commission in accordance with M.G.L. c. 23K:
  - a. each lender
  - b. each holder of evidence of indebtedness
  - c. each underwriter
  - d. each close associate
  - e. each executive
  - f. each agent

...

(2) Other Qualifiers. The commission may, at its sole discretion, require other persons or companies that have a business association of any kind with the applicant or gaming licensee to undergo a Phase 1 or new qualifier review and determination process under 205 CMR 115.00: Phase 1 and New Qualifier Suitability Determination, Standards and Procedures. These affiliated companies or persons include, but are not limited to, holding, intermediary or subsidiary companies of the applicant.

205 CMR 116.02. The Commission previously determined that Wynn Resorts is required to qualify in connection with the application of Wynn MA. Accordingly, those individuals affiliated with Wynn Resorts holding the positions or other interests contemplated by 2015 CMR 116.02(1)(a) are required to submit to qualification before the Commission.

Mr. Wynn previously submitted to qualification on the basis that he was the Chairman of the Board and Chief Executive Officer of Wynn Resorts and on the basis that he held a greater than five percent (5%) ownership interest in Wynn Resorts. However, in light of recent actions by Mr. Wynn, he no longer falls within any category of person requiring qualification.

Particularly, on February 6, 2018, Mr. Wynn resigned as Chairman of the Board and Chief Executive Officer of Wynn Resorts. *See* Wynn Resorts Form 8-K filed with the Securities and Exchange Commission on February 7, 2018. Subsequently, Mr. Wynn divested his entire

ownership in interest in Wynn Resorts through a combination of open market transactions and privately-negotiated stock purchase agreements. As a result of these transactions, Mr. Wynn is no longer a shareholder of Wynn Resorts, or any of its subsidiaries, including Wynn MA. *See* Mr. Wynn’s Schedule 13D/A filed with the Securities and Exchange Commission on March 23, 2018.

As a result of the above-described events, Mr. Wynn no longer holds any position with Wynn Resorts or Wynn MA that would require him to qualify in connection with Wynn MA’s license. Particularly, Mr. Wynn is no longer an officer or director of Wynn Resorts. Further, Mr. Wynn is not a five percent (5%) or greater shareholder of Wynn Resorts – he is no longer a shareholder at all. Finally, Mr. Wynn is not a close associate of Wynn Resorts or Wynn MA, nor should he be considered an “other qualifier” pursuant to 205 CMR 116.02(2), because Mr. Wynn has no financial interest in, ability to exercise power in, or ability to exercise influence over the management or operation of Wynn Resorts or Wynn MA.

## **II. Impracticality of Requiring Stephen A. Wynn To Submit To Qualification**

As detailed above, and pursuant to the Commission’s regulations, the Commission should not treat Mr. Wynn as a qualifier of Wynn Resorts or Wynn MA on a going-forward basis. Aside from the lack of legal or regulatory basis to require a continued qualification on the part of Mr. Wynn as detailed above, such a requirement would be impractical. Specifically, were the Commission to require Mr. Wynn to submit to further qualification, one of three outcomes would occur: 1) Mr. Wynn submits to qualification and is found suitable by the Commission; 2) Mr. Wynn submits to qualification and is found unsuitable by the Commission; or 3) Mr. Wynn refuses to submit to qualification and is found unsuitable by the Commission based on his failure to cooperate. Under outcome 1, Mr. Wynn would be considered suitable or qualified, but have

no affiliation with Wynn Resorts or Wynn MA, thus rendering his qualification inconsequential in the context of Wynn MA's license. Under outcomes 2 and 3, Mr. Wynn would be considered unsuitable and not qualified. Under such circumstances generally, Wynn Resorts/Wynn MA would be required to take action to remove the person in question from all positions with the companies and to require divestiture of their interests in the companies.<sup>2</sup> However, based on the present scenario, were Mr. Wynn required to submit to further qualification and be found unsuitable, further action by Wynn Resorts to disaffiliate itself from Mr. Wynn would be unnecessary in light of the fact that Mr. Wynn resigned from all positions he previously held with Wynn Resorts and its affiliated entities and he divested his entire interest in Wynn Resorts.

### **III. Other Gaming Regulatory Agencies' Decisions Support the Divestiture and Disassociation of Unsuitable Persons**

Gaming regulatory agencies in various established gaming jurisdictions have confronted situations where persons affiliated with a license holder, including executives and significant equity holders, were found unsuitable for licensure. In such situations, the person found unsuitable is required to, or voluntarily chooses to, divest their interests in the licensed entity (or affiliates thereof) and resign/be removed from all positions with the licensed entity (or affiliates thereof). Once the unsuitable person is disaffiliated from the licensed entity, the gaming regulatory agency, generally takes no further action with respect to the unsuitable person or the licensed entity.

The following are examples of determinations by gaming regulatory bodies, or courts, dealing with the disassociation of the unsuitable person from the licensee:

---

<sup>2</sup> Article VI of the Articles of Incorporation of Wynn Resorts permits the company to redeem the shares of a shareholder found by a gaming regulator, such as the Commission, to be unsuitable.

- a. **In Re Boardwalk Regency**, 180 N.J. Super. 324, 339 (App. Div. 1981) aff'd 90 N.J. 361 (N.J. 1982).

Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“BRC”) applied for a casino license before the New Jersey Casino Control Commission (“NJCCC”) in the early 1980’s. The NJCCC, following an extensive investigation, found that BRC was qualified with the exception of Stuart and Clifford Perlman, brothers with extensive interests in BRC's operations. BRC was an indirect, wholly-owned subsidiary of Caesars World Inc. (“CWI”). Clifford Perlman was the chairman of the board and chief executive officer of CWI and he owned approximately 10% of CWI's outstanding stock. Stuart Perlman owned about 8% of the stock of CWI and held the position of vice-chairman of the board of directors. The basis for the NJCCC’s determination as to the Perlmans was Clifford Perlman’s enduring relationship with an individual believed to have significant ties to organized crime. As to Stuart Perlman, the affairs of the brothers were found to be “inextricably entwined.” The Perlmans challenged the NJCCC’s decision. Ultimately the New Jersey Superior Court, Appellate Division found in favor the NJCCC and the State Supreme Court affirmed. The decision resulted in the Perlmans divesting their interest in CWI (and accordingly BRC). Significantly, BRC maintained its license following the divestiture.

- b. **In Re Doumani**, 11 N.J.A.R. 407, 410-11 (CCC 1988).

The NJCCC authorized GNOC Corp. and its predecessor in interest, GNAC, Corp. to own and operate the Golden Nugget Casino Hotel in Atlantic City. At that time, GNAC’s parent company was the publicly traded Golden Nugget, Inc. (“GNI”). Approximately 8.285% of GNI’s outstanding common stock was collectively owned by Edward Doumani, his brother Fred and their wives and children. The NJCCC found the Doumanis to be unsuitable for

licensure. The basis for the NJCCC's determination was Edward Doumani's various hiring decisions and associations with persons of questionable character and alleged mafia affiliations. Once it became apparent that the Doumani brothers would have difficulty being licensed, they attempted to transfer their ownership to their wives and children. The NJCCC did not accept this strategy. Ultimately, the NJCCC ordered the Doumanis to dispose of their GNI stock. Further, GNI was ordered not to pay any dividends or interest to the Doumanis, not permit the Doumanis to exercise, either directly or through a proxy, any voting or other rights conferred by their stock, and not pay remuneration in any form to the Doumanis for services rendered or otherwise. Like BRC, following the disassociation of the unsuitable persons – the Doumanis - the Golden Nugget was permitted to maintain its casino license.

- c. **Special Report of the Division of Gaming Enforcement to the Casino Control Commission On Its Investigation of MGM Mirage's Joint Venture With Pansy Ho In Macau, Special Administrative Region, People's Republic Of China**, May 18, 2009.

MGM Resorts International ("MGM")<sup>3</sup> previously maintained a 50% indirect ownership interest in the Marina District Development Company d/b/a Borgata Hotel Casino and Spa ("Borgata") located in Atlantic City, New Jersey. MGM separately had a joint venture in Macau with Pansy Ho, the daughter of Stanley Ho. Stanley Ho previously held a monopoly on casinos in Macau and has been alleged to have ties to organized crime. The New Jersey Division of Gaming Enforcement ("DGE") investigated MGM's relationship with Pansy Ho in Macau in connection with MGM's ownership in the Borgata. At the time of the investigation, the DGE was charged with investigating New Jersey license applicants and all licensing decisions were made by the NJCCC. The DGE issued a report to the NJCCC in 2009 taking

---

<sup>3</sup> MGM previously was known as MGM Mirage.

issue with MGM's relationship with Pansy Ho. The DGE ultimately recommended to the NJCCC, in relevant part, that MGM "disengage itself" from any direct or indirect business/financial relationship with Pansy Ho and her related associations. This matter never went to the NJCCC because MGM agreed to divest its interest in the Borgata vis-à-vis a divestiture trust. However, the DGE's recommendation is significant because it signaled that were MGM to disengage its business dealings with Pansy Ho, MGM could prospectively continue to maintain its interest in the Borgata – having no effect on Borgata's license. As it played out, MGM agreed to divest itself from its interest in Borgata vis-à-vis a divestiture trust and Borgata's license was never put in jeopardy – which is equally significant.<sup>4</sup>

**d. The Pennsylvania Gaming Control Board's Required Divestiture of Louis A. DeNaples as Sole Owner of the Mount Airy Casino Resort** (through a series of PGCB Orders dated: February 5, 2008, June 3, 2009, September 23, 2009 and June 13, 2012)

Prior to September, 2009, Louis A. DeNaples ("DeNaples") was the sole owner of Mount Airy #1 LLC and Mount Airy HoldCo LLC, operating as the Mount Airy Casino Resort ("Mount Airy") and licensed by the Pennsylvania Gaming Control Board ("PGCB"). The initial Mount Airy gaming license was issued by the PGCB on February 1, 2007. In January, 2008 DeNaples was charged with four counts of perjury by the Dauphin County, Pennsylvania District Attorney's Office. The PGCB moved quickly and on February 5, 2008 entered an order suspending Louis DeNaples' license and temporarily placed a trustee in control of Mount Airy and its operations. Mount Airy continued to operate as a casino, subject to the appointment of the trustee, the establishment of an independent audit committee and series of conditions

---

<sup>4</sup> Several years after the DGE's report, the NJCCC permitted MGM to terminate the divestiture trust and maintain an interest in the Borgata. MGM thereafter acquired a 100% interest in the Borgata, which it currently maintains.

restricting Louis DeNaples' involvement in any way in Mount Airy's operations. Thereafter the perjury charges against DeNaples were dismissed however through a series of PGCB Orders DeNaples was required to: (1) transfer the entirety of his ownership interest in Mount Airy to a series of trusts for the benefit of his children and grandchildren; (2) sever any business associations between Mount Airy and any other business with which DeNaples was associated; and, (3) prohibit DeNaples from having any control of Mount Airy or to receive any remuneration from Mount Airy. Those restrictions regarding DeNaples remain in force today and are a condition of Mount Airy's gaming license.

**e. Nevada Gaming Commission and Nevada Gaming Control Board – Galaxy Gaming.** Before the Nevada Gaming Control Board on July 13-14, 2017 and September 7, 2017; before the Nevada Gaming Commission on September 27, 2017.

Galaxy Gaming, Inc.,<sup>5</sup> is a publicly traded company that was licensed as a manufacturer and distributor by the Nevada Gaming Commission (the "Nevada Commission"), in September 2017.

At the time of Galaxy Gaming's application for licensing, its controlling beneficial shareholder was Robert Saucier, who also served as the Chief Executive Officer and Chairman of the Board. In July 2017, Mr. Saucier was questioned by the Nevada Gaming Control Board (the "Nevada Board") over a period of two days regarding a number of unresolved issues, including denials in other regulatory jurisdictions, unsubstantiated allegations that he had been involved in an arson and "train wreck" applications that misstated key items. The matter was referred back to staff when it became clear that the Nevada Board would not find Mr. Saucier suitable.

---

<sup>5</sup> This entity is not the same entity that has announced plans to acquire shares of Wynn Resorts, Limited.

Mr. Saucier subsequently resigned as the Chairman of the Board and Chief Executive Officer and transferred his shareholdings into five Voting and Dispositive Control Transfer Agreements (the “VDC Agreements”), which together served to transfer voting and dispositive control to other members of Galaxy Gaming’s Board of Directors and an individual licensed by the Nevada Commission in other capacities with other companies. With the new structure in place, the Nevada Commission licensed Galaxy Gaming, Inc. and its new Chairman of the Board and Chief Executive Officer. Mr. Saucier was prohibited from attempting to exert any control over Galaxy Gaming while the shares are held pursuant to the VDC Agreements and while he is attempting to answer the outstanding issues identified by the Nevada Board.





TO: Chairman Crosby, Commissioner Cameron, Commissioner O'Brien,  
Commissioner Stebbins, Commissioner Zuniga

FROM: Paul Connelly, Director of Licensing

DATE: April 9, 2018

RE: Gaming Service Employee (SER) Exemptions: Porters

---

## SUMMARY

The Commission is being asked to consider the following two MGM Springfield positions for exemption. ("Exemption Identification Forms" are included in the packet.)

Job Profile Number	Position	Department	Property Access Level
16472	Utility Porter	EVS	N <sup>1</sup>
14631	Casino Porter	EVS	N

Commission staff is not recommending exemptions based primarily on the fact that these positions conduct work on the gaming floor and are required to register in similar jurisdictions.

## BACKGROUND

On November 2, 2017 Governor Baker signed a statutory amendment which granted the Massachusetts Gaming Commission the authority to exempt certain "Gaming Service Employee" level job positions from the mandatory registration process. At its January 18, 2018 meeting, the Massachusetts Gaming Commission discussed its policy perspective on this exemption authority and provided staff with a framework and process for considering any potential exemptions. Additionally, the Commission endorsed factors for consideration when making exemption determinations. These included whether or not the position involves:

- Work performed on the gaming floor
- Managerial responsibilities in any department
- Supervisory responsibilities in Human Resources, Sales and Marketing

---

<sup>1</sup> Access Level "N" is described as: "Does have access to property back-of-house areas but is under supervision and/or observed by others; no security escort"



Massachusetts Gaming Commission

- Responsibilities for alcohol sales, distribution, service, and/or storage
- Access to secure casino back-of-the house areas (including executive offices) without security escort
- Responsibilities for accounting and/or finance relating to the gaming establishment
- “Write” access to gaming-related casino databases
- Responsibilities that potentially impact the integrity of gaming operations, including access to confidential or sensitive information

After significant, collaborative work with MGM, Commission staff presented positions that met the Commission’s criteria at the February 22, 2018 Commission meeting to exempt 67 unique job profiles (127 positions) representing a total employee headcount of 824 individuals. It was noted at this meeting that any exemption decision may be revisited by the Commission at any time, and additional positions may be exempted in the future.

MGM has requested that the Commission consider two additional positions for exemption, Utility Porter and Casino Porter. After consideration by the Investigations and Enforcement Bureau and the Division of Licensing, we are not recommending that these positions be exempted particularly at this pre-opening stage. This determination is based primarily on the fact that these positions routinely conduct work on the gaming floor and that these positions are required to register in similar jurisdictions such as Michigan, New Jersey and Maryland.



Massachusetts Gaming Commission



MGM SPRINGFIELD  
ONE MGM WAY  
SPRINGFIELD, MA 01103

413.273.5000  
MGMSPRINGFIELD.COM

April 10, 2018

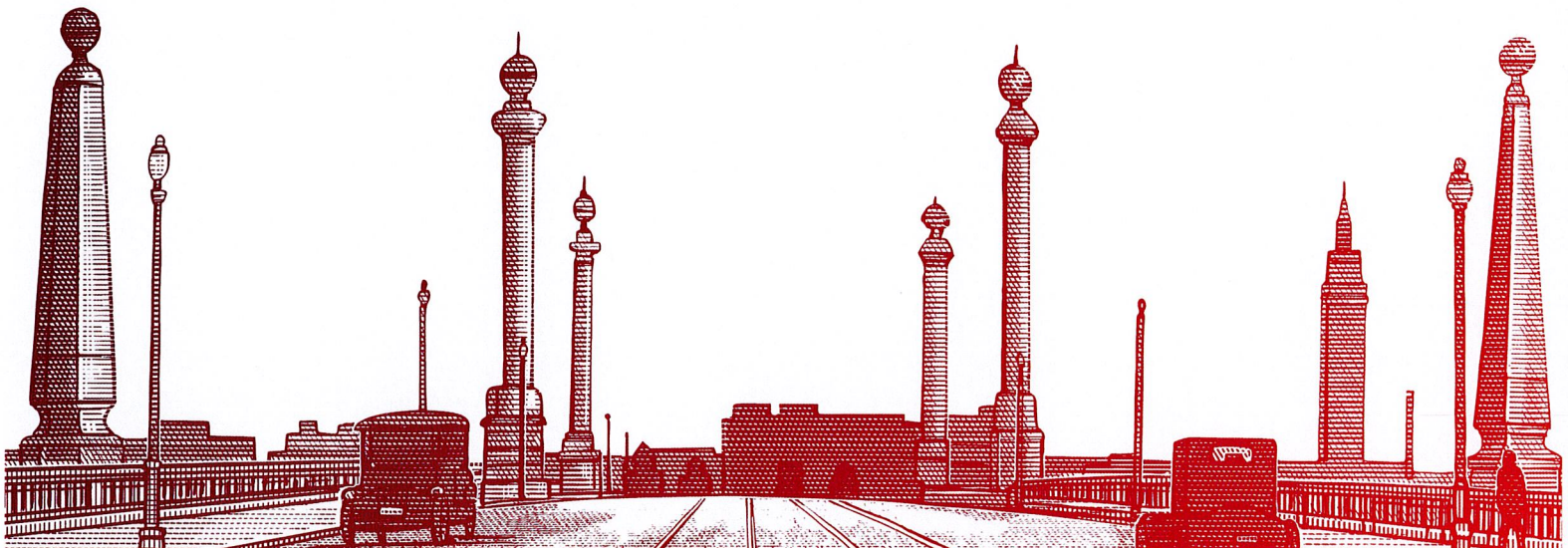
Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110

Dear Commissioners:

Please accept this letter in support of the request of Blue Tarp reDevelopment, LLC dba MGM Springfield ("MGM Springfield") to exempt the following two positions from the employee registration process pursuant to G.L. c. 6, § 172(o) and 205 CMR 134.03(4): (i) Casino Porter EVS (14631) and (ii) Utility Porter EVS (16472) (collectively, the "Porter positions").

The exemptions of the Porter positions are justified for the following reasons:

- a) While we appreciate that positions whose duties require the performance of sensitive functions in the gaming area are generally subjected to a higher licensing standard than other positions, the title "Casino Porter" is really a misnomer, as less than 20% of the responsibility for that position and the Utility Porter position is conducted in the gaming area, and no one Porter would be regularly and exclusively responsible for duties in the gaming area. Moreover, the Porter positions do not perform any sensitive functions in the gaming area that are integral to the operation of the casino. They perform general and heavy duty cleaning functions as opposed to operating casino games, handling cash or cash equivalents.
- b) The Porter positions offer true stepping-stone opportunities for career-building entry into our company and are exactly the types of positions with respect to which we all want to have the fewest barriers to entry and avoid disincentives and self-selection out of opportunities.



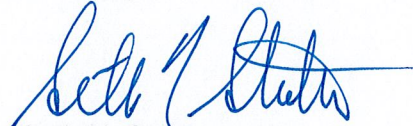


- c) Trying to segregate Porter positions into separate positions that functionally work on/near gaming area versus everywhere else is not practical or efficient given shift management constraints and operational norms.
- d) There is minimal risk to the integrity of gaming operations presented by having porters, without a service employee registration, perform cleaning functions in the gaming area (i.e., sweeping, emptying trash receptacle, cleaning spills, etc.) as the gaming area is highly surveilled; and data from other MGM properties suggests that porters and other Environmental Service employee incidents/infractions are comparatively very low.
- e) Like all other exempt positions, the Porter positions would still be subject to MGM's due diligence and criminal background checks.

Our team will be present and is happy to provide additional information at the Commission's meeting on April 12, 2018.

Thank you for your consideration of this request.

Sincerely,



Seth N. Stratton

cc: Michael Mathis, President & COO, MGM Springfield  
Alex Dixon, General Manager, MGM Springfield  
Marikate Murren, VP Human Resources, MGM Springfield  
Patrick Madamba, Esq., VP & Legal Counsel, MGM Resorts International  
Jed Nosal, Esq., Brown Rudnick, LLP



MGM SPRINGFIELD  
ONE MGM WAY  
SPRINGFIELD, MA 01103

413.273.5000  
MGMSPRINGFIELD.COM

April 11, 2018

Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110

Dear Commissioners:

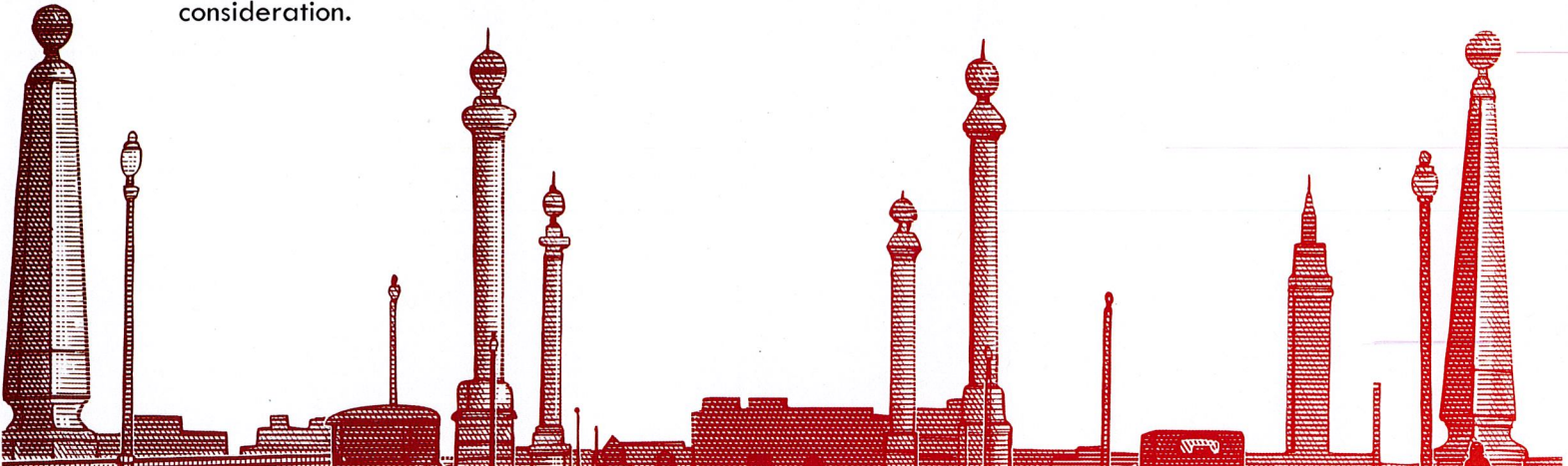
**Re: MGM Springfield's Request for Exemption of Porter EVS positions from Registration**

I am writing in support of MGM Springfield's request for exemption of Casino Porter EVS and Utility Porter EVS positions from the registration process, which will be heard tomorrow. I was hoping to personally present at tomorrow's hearing but unfortunately, I have a number of conflicts that will keep me in Springfield. Accordingly, I wanted to provide you with additional information as you consider this request.

At the outset, I must express my gratitude for you and your staff's efforts throughout this exemption process, from support of the legislative change that allows for these exemptions, to your painstaking review of each of the categories of positions that would be eligible for an exemption. As has been stated on a number of occasions during this process, the Commission must balance two competing mandates of the Gaming Act: protecting the integrity of the industry and providing employment opportunities to the residents of the Commonwealth, particularly those of the host community who are under or unemployed.

While we recognize that these casino and utility porter EVS positions that have access to the casino floor, on their surface, may require a heightened level of scrutiny, the reality is the casino floor is one of the most surveilled and secure areas in the entire resort, and that our history across many of our operations demonstrates that incidents involving these workers is virtually non-existent. On the other side of the balancing test, these positions are the type of entry level positions that we believe we can offer to individuals that are currently under or unemployed and that the registration process could be material barrier for these individuals.

Seth Stratton, our VP Legal Counsel, has already provided you with a letter of support of our exemption request with many important points but I would look to add the following for your consideration.







MGM SPRINGFIELD  
ONE MGM WAY  
SPRINGFIELD, MA 01103

413.273.5000  
MGMSPRINGFIELD.COM

1. **Extraordinary Levels of Surveillance in the Casino.** Of the approximate 1,750 cameras throughout the entire resort, more than 1/3 of those cameras are on the casino floor. Beyond the number of cameras is the quality and nature of that coverage. Those cameras are actively monitored real time by our surveillance staff and have enhanced zoom and panning functionality.
2. **EVS incidents on our casino floors are statistically non-existent.** Whether it's the quality of the MGM applicant vetting process, the lack of opportunity for mischief, or the deterrence effect of our surveillance and security protocols, our internal data demonstrates that incidents involving EVS employees in any area, including the casino floor, are nearly non-existent. In preparation for what I hoped to present tomorrow, I asked our surveillance team to pull security data for all of 2017 from a sample of our sister properties. Running queries in our security system logs is fairly manual so we only chose a handful of properties, and to protect the confidentiality of that information, I can only say that the sample included two of our regional properties (admittedly with varying licensing requirements for these positions) and two of our Las Vegas properties. We included the regional properties as we believed the volume of casino business would more approximate what we will experience in Springfield. We included the Las Vegas properties as Nevada does not impose any licensing requirements of these positions. Here is what the query yielded:

(For 2017)

Property A: Of 69 total fraud/theft related reports, 2 involved EVS

Property B: Of 109 total fraud/theft reports, 1 involved EVS

Property C: Of 730 total fraud/theft reports, 6 involved EVS

Property D: No employee related incidents of fraud/theft

What this data demonstrates is that regardless of the jurisdiction or the regulatory environment, or the volume of casino business, EVS incidents of theft/fraud at MGM Resorts is nearly non-existent. Further, the nature of those diminimus incidents are largely related to failure to return lost property: sweeping up and keeping gaming chips or TITO tickets that fell on the floor. While the failure to return lost property is a serious infraction under of our employee policies, these incidents did not indicate overt acts of theft.

In light of the above, we ask that the Gaming Commission give applicants for these entry level positions the same opportunity that you have provided to other applicants for entry level positions in the remainder of the resort property and exempt the positions from the registration process.

Sincerely,

Michael Mathis  
President & COO



**MGM SPRINGFIELD**  
ONE MGM WAY  
SPRINGFIELD, MA 01103

413.273.5000  
MGMSPRINGFIELD.COM

cc: Seth Stratton, VP & Legal Counsel, MGM Springfield  
Alex Dixon, General Manager, MGM Springfield  
Marikate Murren, VP Human Resources, MGM Springfield  
Patrick Madamba, Esq., VP & Legal Counsel, MGM Resorts International  
Jed Nosal, Esq., Brown Rudnick, LLP

Begin forwarded message:

**From:** [sophiajeffery@aol.com](mailto:sophiajeffery@aol.com)

**Date:** April 11, 2018 at 6:21:24 PM EDT

**To:** [bruce.stebbins@massmail.state.ma.us](mailto:bruce.stebbins@massmail.state.ma.us)

**Cc:** <[mmathis@mgmspringfield.com](mailto:mmathis@mgmspringfield.com)>, <[.com@aol.com](mailto:.com@aol.com)>, <[sstratton@mgmspringfield.com](mailto:sstratton@mgmspringfield.com)>

**Subject:** Fwd: MGM Springfield 's Request for Position Exemption

Dear Mr. Chairman,

Please accept this letter of support of the request of MGM Springfield to exempt the positions of Casino Porter and Utility Porter (porters) r from the employee registration process.

These positions would provide opportunities for gainfull employment for a segment of Springfield's minority community and contribute to its economic growth.

We request and seek your support of this important matter. I can be reached at 413-575-8950 for further comment.

Sincerely,

**Raymond A. Jordan**

Raymond A. Jordan, Vice President  
The Brethren Community Foundation  
Former State Representative 12th Hampden District



**From:** [sophiajeffery@aol.com](mailto:sophiajeffery@aol.com)

**Date:** April 11, 2018 at 6:53:50 PM EDT

**To:** [bruce.stebbins@massmail.state.ma.us](mailto:bruce.stebbins@massmail.state.ma.us)

**Cc:** <[mmathis@mgmspringfield.com](mailto:mmathis@mgmspringfield.com)>, <[sstratton@mgmspringfield.com](mailto:sstratton@mgmspringfield.com)>

**Subject:** Fwd: MGM Springfield 's Request for Position Exemption

Dear Commissioner,

I write this letter of support of the request of MGM Springfield to exempt the positions of Casino Porter and Utility Porter from the employee registration process.

These positions would provide opportunities for gainful employment for a segment of Springfield's minority community and contribute to its economic growth. It would also offer opportunities for career building entry into MGM Springfield.

We request and seek your support of this important matter. I can be reached at 413-364-5546 for further information..

Sincerely,

**Haskell O. Kennedy, Jr.**

Haskell O. Kennedy, Jr., President  
The Brethren Community Foundation

forwarded message:

**From:** "Bishop Talbert W. Swan, II" <[tswan@cogic.org](mailto:tswan@cogic.org)>

**Date:** April 11, 2018 at 8:49:59 PM EDT

**To:** [bruce.stebbins@massmail.state.ma.us](mailto:bruce.stebbins@massmail.state.ma.us)

**Subject:** Commission Decision

Dear Mr. Stebbins,

I write to support MGM's request for the exemption of casino porters and utility porter positions from the registration process. MGM has put forth a detailed, compelling, articulation of why these positions, whose activities will be in the most secure areas of the resort, are entry level positions that will provide opportunities for the unemployed, underemployed, and candidates of color who will otherwise face barriers in seeking employment opportunities.

The NAACP is confident that the data provided in MGM's letter demonstrates that incidents of theft or fraud by those holding these positions are nearly non-existent. We are appreciative of the support of the commission in exempting other positions and are hopeful that a positive response to MGM's response will allow the opportunity of

employment for many of our constituents across the region.

I am hopeful that you will avail yourself to speak with me via telephone to discuss this matter in more detail.

Thank you for your consideration.

Bishop Talbert W. Swan, II  
President, Greater Springfield NAACP





A PJC Affiliated Corporation  
11-13 Hampden Street  
Springfield, MA 01103

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

Re: Exemption of Porter Positions from Registration Requirement

Dear Commissioners:

I am writing on behalf of New England Farm Workers' Council. Our organization provides services to low-income, underemployed and unemployed residents from marginalized populations. We advocate for the interests of those individuals who could benefit most from well-paying jobs with opportunities for advancement, and are excited about the potential for the economic development and employment opportunities that come with MGM Springfield's development.

We are very appreciative of MGM Springfield's continued advocacy to remove as many barriers as possible to enable those who most need jobs that can lead to careers. We also recognize and appreciate the Gaming Commission's cooperation and mutual advocacy on ensuring that job opportunities at Massachusetts casinos are available to all. We urge the Commission to continue with this approach of balancing the protection of the integrity of the gaming industry with the economic development and employment goals of the Gaming Act and grant MGM Springfield's request to exempt the over one hundred environmental services positions at its property from the Gaming Service Employee registration requirement.

As you are aware, along with Gaming Service Employee registration comes strict application of criminal history disqualifier provisions contained in the Gaming Act. Encounters with the criminal justice system are all too common for many members of our communities – due in large part to the cycle of poverty that continues to pervade our community - and such encounters have lasting impacts on individuals' abilities to find and maintain gainful employment, which, in turn, can perpetuate a cycle of poverty and further involvement with the criminal justice system. Key to breaking that cycle is opportunity. For the Greater Springfield area, MGM Springfield represents such opportunity.

We continue to believe that it is critically important that our constituencies not be foreclosed, whether by licensing restrictions or self-exclusion due to the licensing process, from access to these employment opportunities – in particular, those with no material connection to the casino gaming operations. Thank you in advance for your consideration of our request.

Sincerely,   
Vanessa Otero, Chief Operating Officer



## MASSACHUSETTS GAMING COMMISSION

### IDENTIFICATION OF POTENTIAL POSITIONS FOR EXEMPTION FROM THE REGISTRATION REQUIREMENT BY THE MGC

The Massachusetts Gaming Commission may exempt a job position from categorization as a gaming service employee. See G.L. c. 6, § 172(o); 205 CMR 134.03(4).

**GAMING LICENSEE:** \_\_\_\_\_

**JOB POSITON (AND UNIQUE JOB CODE):** \_\_\_\_\_

**JOB DESCRIPTION**

**EFFECTIVE DATE OF JOB DESCRIPTION:**

*(The Licensee shall immediately notify the Bureau of changes to any job description for an exempted position.)*

*(Continue to Page 2)*

## GAMING LICENSEE CERTIFICATION

The Commission considers the following non-exhaustive list of factors when determining whether or not to exempt a job position. Please indicate information about each factor for the position that has been identified as potentially eligible for exemption.

**JOB POSITON (AND UNIQUE JOB CODE):** \_\_\_\_\_

FACTOR	DESCRIPTION / EXPLANATION
<b>Work performed on gaming floor</b>	
<b>Managerial responsibilities in any department</b>	
<b>Supervisory responsibilities in Human Resources or Sales and Marketing</b>	
<b>Responsibilities for alcohol sales, distribution, service, and/or storage</b>	
<b>Access to secure casino back-of-the house areas (including executive offices) without security escort</b>	
<b>Responsibilities for accounting and/or finance relating to the gaming establishment</b>	
<b>“Write” access to gaming-related casino databases</b>	
<b>Responsibilities that potentially impact the integrity of gaming operations, including access to confidential or sensitive information</b>	
<b>Other (please set forth other relevant information for exemption consideration)</b>	

*(Continue to Page 3)*







## MASSACHUSETTS GAMING COMMISSION

### IDENTIFICATION OF POTENTIAL POSITIONS FOR EXEMPTION FROM THE REGISTRATION REQUIREMENT BY THE MGC

The Massachusetts Gaming Commission may exempt a job position from categorization as a gaming service employee. See G.L. c. 6, § 172(o); 205 CMR 134.03(4).

**GAMING LICENSEE:** Blue Tarp reDevelopment (dba MGM Springfield)

**JOB POSITON (AND UNIQUE JOB CODE):** Casino Porter EVS | 14631

#### JOB DESCRIPTION

**EFFECTIVE DATE OF JOB DESCRIPTION:** 8-25-2017

*(The Licensee shall immediately notify the Bureau of changes to any job description for an exempted position.)*

#### Position Summary

It is the responsibility of the Casino Porter to provide excellent guest service and create a safe and friendly environment for employees and guests while establishing and maintaining the cleanliness of assigned areas in the Casino and public areas. All duties are to be performed in accordance with federal, state, local laws, regulations, and ordinances, as well as department and Company policies, practices, and procedures.

#### Essential Functions and Tasks

- Sweeps and removes all wrappers, broken glass, ashtrays, and debris from floor.
- Cleans and dusts slot machines (including areas between machines, doors, and woodwork).
- Removes scuffmarks and drink spills.
- Cleans up biohazard areas.
- Cleans slot chairs, polishes their bases, and then returns chairs to proper position.
- Vacuums entire assigned stations, moving chairs and other objects to ensure thorough cleaning.
- Removes trash, replaces missing ashtrays, and wipes out and cleans all ashtrays and trash cans
- Signs in/out equipment necessary to perform the job.
- Ensures all equipment is returned to department and all malfunctioning equipment is reported.
- Replenishes supplies when necessary.
- Contributes to a positive, empowering work environment by consistently performing assigned day-to-day responsibilities.
- Responds to and resolves guest challenges in a timely manner and creatively solves problems with the ability to anticipate, recognize, evaluate, and resolve potential difficulties.

*(Continue to Page 2)*



## GAMING LICENSEE CERTIFICATION

The Commission considers the following non-exhaustive list of factors when determining whether or not to exempt a job position. Please indicate information about each factor for the position that has been identified as potentially eligible for exemption.

**JOB POSITON (AND UNIQUE JOB CODE):** Casino Porter EVS | 14631

FACTOR	DESCRIPTION / EXPLANATION
<b>Work performed on gaming floor</b>	Cleaning work is primarily in the gaming establishment outside of the gaming area. Approximately 10-15% of the shift assignments involve cleaning in or around the gaming area. Of the cleaning around the gaming area, the primary focus is aisles and pathways. Cleaning in the gaming area is always supervised and highly surveilled.
<b>Managerial responsibilities in any department</b>	None
<b>Supervisory responsibilities in Human Resources or Sales and Marketing</b>	None
<b>Responsibilities for alcohol sales, distribution, service, and/or storage</b>	None
<b>Access to secure casino back-of-the house areas (including executive offices) without security escort</b>	Access Level: N Does have access to casino BOH areas; supervised and/or observed by others; no security escort
<b>Responsibilities for accounting and/or finance relating to the gaming establishment</b>	None
<b>"Write" access to gaming-related casino databases</b>	None
<b>Responsibilities that potentially impact the integrity of gaming operations, including access to confidential or sensitive information</b>	None
<b>Other (please set forth other relevant information for exemption consideration)</b>	Entry level within the property; has limited access to gaming machines while performing job functions; wiping down of machines, dusting, cleaning up spills, vacuuming etc. Does not have access to inside of slot machines; will not have access to open/active table games unless performing emergency clean-up at which time tables games representative and surveillance will be monitoring.

(Continue to Page 3)

JOB POSITON (AND UNIQUE JOB CODE):

Casino Porter EVS | 14631

The undersigned states that the information herein is true and accurate.

*Marikate Murren*

Marikate Murren

4/6/2018

Signature

Printed Name

Date

DRAFT



*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 amendment of **205 CMR 101.00: Adjudicatory Proceedings**; notice of which was filed with the Secretary of the Commonwealth. This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth.

This regulation and the proposed amendments therein, govern the adjudicatory proceedings of the Commission, to include hearings before the Commission and hearing officer, orders, review process and decisions. This regulation is largely governed by G.L. c.23K, §4(28), 5, and G.L. c.30A.

205 CMR 101.00 applies to gaming and racing licensees, vendors, employees, gaming establishments, and individuals subject to placement on the Massachusetts Gaming Commission’s Excluded Persons List. Accordingly, these regulations are unlikely to have an impact on small businesses, unless a vendor to the gaming establishment elects to pursue a hearing as further described below. In accordance with G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

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

To the extent that vendors are small businesses, they may be impacted by these amendments. There would not be any negative impact, however, as this regulation merely sets out a process to appeal certain decisions. It is designed to ensure that any party, including a small business, is provided with a fair process prior to certain decisions being made or made final.

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

There are no projected reporting, recordkeeping or other administrative costs required for small businesses to comply with this regulation or the proposed amendments therein.

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

As a general matter, a design standard is necessary as hearing procedures must be prescriptive in nature to provide uniform process to all.



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:

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 new small businesses. The proposed amendments to this regulation are designed to help effectuate those intentions and growth.

Massachusetts Gaming Commission

By:

---

Shara Bedard  
Paralegal

Dated: \_\_\_\_\_



Massachusetts Gaming Commission

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 101.00: M.G.L. C.23K ADJUDICATORY PROCEEDINGS

101.01: Hearings Before the Commission

101.02: ~~Orders Issued by the Bureau or the Racing Division~~ **Review of Orders or Civil Administrative Penalties/Forfeitures Issued by the Bureau, Commission Staff, or the Racing Division**

101.03: ~~Review of Orders Issued by the Bureau or the Racing Division~~ **Review by the Commission of Decisions of the Hearing Officer**

101.04: ~~Review by the Commission of Decisions of the Hearing Officer~~ **Informal Disposition of an Adjudicatory Proceeding**

101.05: ~~Review of a Commission Decision~~

101.01: Hearings Before the Commission

(1) Hearings held before the full commission pursuant to 205 CMR 101.01 shall be adjudicatory proceedings ~~conducted pursuant to 801 CMR 1.01 Formal Rules~~ **in accordance with M.G.L. c. 30A, §§ 10 and 11. All hearings shall be further held under 205 CMR 101.00, as applicable, and 801 CMR 1.02: *Informal/Fair Hearing Rules* unless the applicant/petitioner makes a written request for a hearing under 801 CMR 1.01: *Formal Rules*. In that event, the commission shall determine based on the facts and circumstances of the matter whether 801 CMR 1.01 or 1.02 will apply in order to ensure a fair outcome. Such determination shall be based on such factors as the complexity of the issues presented, whether all parties are represented by counsel, and similar considerations. Conflicts between 801 CMR 1.01 or 1.02 and 205 CMR 101.00 shall be resolved in favor of 205 CMR 101.00. If the commission grants a request for a hearing to be held pursuant to 801 CMR 1.01: *Formal Rules*, the provisions of 801 CMR 1.01 (1), (2), (3), (5), (6), (11) and (14) shall not apply.**

(2) The following types of adjudicatory hearings shall be held **directly, in the first instance**, by the commission:

(a) Suitability hearings before the commission pursuant to M.G.L. c. 23K, § 17(f), concerning any findings of fact, recommendations and/or recommended conditions by the ~~B~~**Bureau** relative to the suitability of the applicant for an initial gaming license or renewal of a gaming license, including without limitation, recommendations and recommended conditions resulting from the RFA-1 or new qualifier process pursuant to 205 CMR 115.00: *Phase 1 and New Qualifier Suitability Determinations, Standards and Procedures*.

(b) Hearings regarding the failure of a gaming licensee or qualifier to maintain adequate suitability as set forth in 205 CMR 115.01(4) and any adverse action taken against a gaming licensee or qualifier as a result of said failure.

~~(b)~~ (c) Hearings regarding the termination, revocation or suspension of a category 1 or category 2 gaming license issued by the commission pursuant to M.G.L. c. 23K, and/or the addition or modification of a condition thereto, or the termination, revocation or suspension of a license to conduct a horse racing meeting pursuant to M.G.L. c. 128A.

~~(e)~~ (d) Hearings regarding the transfer of a category 1 or category 2 gaming license or the transfer of a license to conduct a racing meeting or related to the transfer of interest in a category 1 or category 2 gaming license or gaming establishment in accordance with 205 CMR 116.08 through 116.10;

(e) Hearings regarding the assessment of a civil administrative penalty pursuant to M.G.L. c. 23K, § 36, against a category 1 or category 2 gaming licensee or a racing meeting licensee.

(f) Hearings regarding the approval or amendment of the gaming licensee's Operation Certificate as discussed in 205 CMR 151.00: *Requirements For the Operations and Conduct of Gaming at a Gaming Establishment*;

(g) For purposes of reviewing a petition to reopen a mitigation agreement in accordance with 205 CMR 127.04.

(h) Any challenge to the certification or denial of certification of an independent testing laboratory in accordance with 205 CMR 144.06.

(i) Any challenge to the certification or denial of certification as a gaming school in accordance with 205 CMR 137.01(4).

(j) Review of an application for a gaming beverage license, or request to amend, alter, or add a licensed area, pursuant to 205 CMR 136.03(4).

(3) Any request for such a hearing shall be filed with the clerk of the commission on a form provided by the clerk. Such a request shall not operate as a stay of the underlying action unless specifically allowed by the commission upon motion of the aggrieved party. A request for a stay may be allowed at the commission's discretion if one or both of the following two circumstances are demonstrated by the aggrieved party:

a.

- (1) there is a likelihood that the party seeking the stay will prevail on the merits of the case; and
- (2) there is a likelihood that the moving party will be harmed irreparably absent a stay.

b.

- (1) the consequences of the decision(s) to be made in the case are far-reaching;
  - (2) the immediate impact upon the parties in a novel and complex case is substantial;
- or

(3) a significant legal issue(s) is involved.

(4) In order to be considered by the commission, a request for a hearing must be filed no later than 30 days from the date the complained of action was taken, except in the event of civil administrative penalties. The request for review of a civil administrative penalty issued by the Bureau pursuant to M.G.L. c.23K, §36 shall be filed no later than 21 days after the date of the Bureau's notice of issuance of the civil administrative penalty and such a request must comply with the provisions of M.G.L. c. 23K, §36(e). In the case of a temporary suspension of a license by the Bureau in accordance with M.G.L. c. 23K, §35(e), a gaming licensee shall be entitled to a hearing before the Commission within 7 days after the suspension was issued.

(5) The request for a hearing shall include:

- a. the contact information of the party requesting the hearing;
- b. the contact information of counsel representing the party requesting the hearing, if any, and
- c. a brief description of the basis for the request for the hearing. In the event that a temporary suspension has been issued in accordance with M.G.L. c.23K, § 35(e), at its election the licensee may include a request that the hearing be scheduled within 7 days of the date of the issuance of the suspension. If the matter involves a civil administrative penalty, the request shall include a written statement denying the occurrence of any of the acts or omissions alleged by the Bureau in the notice, or assert that the amount of the proposed civil administrative penalty is excessive.

(6) The failure of a party to provide a specific description of the basis for the request for hearing may result in the dismissal of the request per the discretion of the commission.

~~(3) Standing: No person other than an aggrieved applicant and/or gaming licensee shall have standing to challenge Phase 1 or new qualifier findings of fact and recommendations or a recommendation to terminate, revoke or suspend a category 1 or category 2 gaming license.~~

~~(4) Only the aggrieved applicant and the gaming licensee or the horse racing meeting licensee shall have the right to participate in the hearing under 205 CMR 101.01 (2) (a), (b) or unless otherwise ordered by the commission.~~

(7) Any adjudicatory hearing conducted under 205 CMR 101.01 may be closed to the public at the request of either party, or on the commission's own initiative, in order to protect the privacy interests of either party or other individual, to protect proprietary or sensitive technical information including but not limited to software, algorithms and trade secrets, or for other good cause shown. Such a determination rests in the sole discretion of the commission.

(8) ~~(5)~~ Pursuant to M.G.L. c. 23K, § 3(h), the chair may direct that all of the commissioners participate in the hearing and decision of the matter before the commission. In the alternative,

pursuant to M.G.L. c. 23K, § 3(h), the chair with the concurrence of one other commissioner may appoint a ~~presiding officer~~ **single commissioner** to preside over the hearing. The notice scheduling the time and place for the ~~pre-hearing conference~~ shall specify whether the commission or a designated individual shall act as presiding officer in the particular case.

**(9) ~~(6)~~ Burden of Proof.**

**(a)** The applicant shall have the affirmative obligation to establish by clear and convincing evidence both its affirmative qualification for licensure and the absence of any disqualification for licensure.

**(b)** In the case of a recommendation to terminate, revoke or suspend a category 1 or category 2 gaming license, or a license to conduct a ~~horse~~-racing meeting, the bureau or the racing division, as appropriate, shall have the affirmative obligation to establish by substantial evidence ~~why~~ **grounds upon which** the commission should terminate, revoke or suspend the licensee's category 1 or category 2 gaming license or the licensee's license to conduct a ~~horse~~ racing meeting.

**(c)** In the case of an adverse action taken against a gaming licensee or qualifier for failure to maintain their suitability pursuant to 205 CMR 115.01(4) the Bureau or the racing division, as appropriate, shall have the affirmative obligation to establish by substantial evidence the lack of clear and convincing evidence that the gaming licensee or qualifier remains suitable.

**(d)** In the case of a transfer of interest, the gaming licensee shall have the affirmative obligation to establish by clear and convincing evidence its compliance with 205 CMR 116.09 et seq.

**(e)** In the case of a civil administrative penalty, the Bureau shall have the obligation to prove the occurrence of each act or omission by a preponderance of the evidence.

**(10) ~~(7)~~ Decisions.** Upon completion of the hearing, the commission shall render a written decision as promptly as administratively feasible, in accordance with M.G.L. c. 30A, § 11(8). The written decision of the commission shall be the final decision of the commission.

**(11) ~~(8) No-Appeal From Commission's Determination of Suitability.~~** Pursuant to M.G.L. c. 23K, § 17(g), the applicant and/or the gaming licensee shall not be entitled to any further review from the commission's determination of suitability. **~~(9) Decisions by the commission concerning the matters set forth in 205 CMR 101.01(2)(b) et seq. termination, revocation or suspension of a category 1 or category 2 gaming license or the termination, revocation or suspension of a license to conduct a horse racing meeting may be reviewed by the appropriate court pursuant to the provisions of M.G.L. c. 30A.~~**

**101.02: Orders Issued by the Bureau or the Racing Division**



~~(1) Pursuant to M.G.L. c. 23K the bureau may issue orders or fines, or may revoke, suspend, terminate or condition the license of the holder of any license issued pursuant to M.G.L. c. 23K except for category 1 or category 2 gaming. Such orders or fines are subject to commission review pursuant to 205 CMR 101.03 and 101.04 and include, but are not limited to:~~

- ~~(a) an order to cease any activity which violates the provisions of M.G.L. c. 23K, 205 CMR 101.00 or any other law related to gaming;~~
- ~~(b) an order for the imposition of civil administrative penalties in support of an order to cease and desist, or as part of an order to deny, revoke, suspend or terminate a license or as a penalty for failure to comply with any provision of M.G.L. c. 23K, 205 CMR 101.00 or any law related to gaming;~~
- ~~(c) an order requiring the placement of a person on the exclusion list;~~
- ~~(d) an order denying, revoking, suspending or conditioning a key gaming employee license; a gaming employee standard license; a gaming employee license; a gaming service employee license; gaming employee registration; a gaming vendor license; or a gaming vendor qualifier or other similar license issued under 205 CMR 134.00: *Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations*;~~
- ~~(e) an order denying, revoking, suspending or conditioning a gaming beverage license or an order denying the transfer of a gaming beverage license.~~
- ~~(f) any other order or fine as may be issued pursuant to M.G.L. c. 23K or 205 CMR 101.00.~~

~~(2) Pursuant to M.G.L. c. 128A and 128C judges or stewards may issue orders or fines, or may deny, revoke, suspend, terminate or condition the license of the holder of any license issued pursuant to M.G.L. c. 128A or 128C except for a license to conduct a horse racing meeting. Such orders or fines include, but are not limited to:~~

- ~~(a) an order or fine issued for violation of the rules and regulations of racing as provided in 205 CMR 3.00 through 14.00;~~
- ~~(b) an order denying, revoking, suspending, terminating or conditioning an occupational license.~~
- ~~(c) an order ejecting an individual from the grounds of the race meeting.~~
- ~~(d) any other order or fine as may be provided pursuant to M.G.L. c. 128A, c. 128C or 205 CMR 3.00 through 14.00.~~

~~(3) Each order or fine issued by the bureau or by the judges or stewards of the racing division shall be in writing and shall include a description of the basis for the order or fine, including the time, date and place of the activity which constitutes the basis for the order or fine, the statutory basis for the issuance of the order or fine, the amount of the fine or penalty assessed and any other the remedial action required. Each order shall further state in clear and concise language that the party subject to the order or the fine may request review of the order or fine and the~~

process for requesting such review. The order shall also state that the review of the order shall be held pursuant to 801 CMR 1.02: *Informal/Fair Hearing Rules* and 205 CMR 101.03 and 101.04.

101.023: Review of Orders Issued by the Bureau or the Racing Division Review of Orders or Civil Administrative Penalties/Forfeitures Issued by the Bureau, Commission Staff, or the Racing Division

(1) An aggrieved party may file a request for review of an order, decision, or fine civil administrative penalty issued by the Bureau, where applicable, relative to the interpretation or application of a statute, regulation, or other applicable authority, or order, decision, or forfeiture issued by the racing judges or stewards, other than those enumerated in 205 CMR 101.01(2), shall be filed with the clerk of the commission on a form provided by the clerk. A request for review shall not operate as a stay of the order, decision, or fine civil administrative penalty/forfeiture issued by the bureau or the judges or stewards, unless the request for review includes a request for a stay and such stay is granted by the hearing officer unless specifically allowed by the hearing officer upon motion of the aggrieved party. A request for a stay may be allowed at the hearing officer's discretion if one or both of the following two circumstances are present:

- a.
  - (1) there is a likelihood that the party seeking the stay will prevail on the merits of the case; and
  - (2) there is a likelihood that the moving party will be harmed irreparably absent a stay.
- b.
  - (1) the consequences of the decision(s) to be made in the case are far-reaching;
  - (2) the immediate impact upon the parties in a novel and complex case is substantial;
  - or
  - (3) a significant legal issue(s) is involved.

(2) The request for review of a civil administrative penalty issued by the bureau pursuant to M.G.L. c.23K §36 shall be filed not later than 21 days after the date of the bureau's notice of issuance of the civil administrative penalty. All other requests for review, aside from those for civil administrative penalties, must be filed not later than 30 days from the date of the order or decision or fine issued by the bureau or the judges or stewards. Requests for review filed later than 30 days from the date of the order or fine issued by the judges or stewards shall be forwarded to the hearing officer for review.

The request for review of a civil administrative penalty issued by the Bureau pursuant to M.G.L. c.23K §36 shall be filed not later than within 21 days after the date of the Bureau's notice of issuance of the civil administrative penalty and such a request must comply with the provisions of M.G.L. c. 23K, §36(e).

In the case of the temporary suspension of a license by the Bureau in accordance with M.G.L. c. 23K, §35(e), a licensee shall be entitled to a hearing before a hearing officer within 7 days after the suspension was issued.

(3) The request for review shall include:

- (a) ~~the name, address and contact information, including telephone number and email, if any,~~ of the party requesting review;
- (b) **contact information** of counsel representing the party requesting review, if any, ~~and~~
- (c) **a brief specific** description of the basis for the request for review. **In the event that a temporary suspension has been issued in accordance with M.G.L. c.23K, §35(e), at its election the licensee may include a request that the hearing be scheduled within 7 days of the date of the issuance of the suspension. If the matter involves a civil administrative penalty, the request shall include a written statement denying the occurrence of any of the acts or omissions alleged by the Bureau in the notice, or assert that the amount of the proposed civil administrative penalty is excessive; and**
- (d) a copy of the order or fine that is the subject of the request for review.

(4) **The failure of a party to provide a specific description of the basis for the request for review in accordance with 205 CMR 101.03(3)(c) shall be grounds for dismissal of the request per the discretion of the hearing officer.**

(5) ~~When the request for review is received by the clerk, the clerk will docket the request for review. Upon receipt, t~~The clerk shall assign the request for review to a hearing officer and schedule the hearing on the request for review. ~~Such hearing shall not occur sooner than 30 days after the request for review is filed with the clerk, unless upon the request of a party and for good cause shown the hearing officer orders an accelerated hearing. Mailing of notice to the address on record with the commission, or emailing the notice to the email address provided by the licensee or registrant on their application for licensure or registration shall be deemed satisfactory notice. The notice of hearing shall contain:~~

- a. The name of the petitioner; and
- b. The date, time and place of the hearing

(6) ~~The clerk shall request each party to file a brief stating why the order or fine should or should not be upheld and the relief requested. Such brief shall be no longer than 10 pages and shall be due no later than 10 days prior to the date of the hearing.~~

**Any adjudicatory hearing conducted under 205 CMR 101.02 may be closed to the public at the request of either party in order to protect the privacy interests of either party or other individual, to protect proprietary technical information including but not limited to software, algorithms and**

trade secrets, or for other good cause shown. Any such request may be opposed by the other party. The final determination rests in the sole discretion of the hearing officer.

(7) (a) Upon receipt of the appeal, the hearing officer shall, within ten (10) days, schedule a telephone status conference with all parties. During the status conference the hearing officer shall:

(1) Address any argument that the proceeding should proceed under the Formal Rules, 801 CMR 1.01 et seq.;

(2) Establish a briefing schedule including deadlines for the filing of the petitioner's brief and providing for a reasonable amount of time for the respondent to file a reply brief;

(3) Establish deadlines for the filing of a witness list and exhibit list a reasonable amount of time before the hearing date;

(4) Establish a briefing schedule with respect to any anticipated motions including deadlines for the filing of the movant's brief and providing for a reasonable amount of time for the respondent to file a reply brief;

(5) After completion of the status conference the hearing officer shall issue a written order memorializing all deadlines and provide it to all parties.

(b) After the initial status conference, either party may file a brief explaining how they believe the matter should be decided including the specific relief requested. No late briefs shall be accepted without express permission of the hearing officer. No sur-reply briefs shall be accepted without express permission of the hearing officer. No brief shall be longer than 15 double-spaced pages without express permission of the hearing officer.

A party may request permission to file a brief longer than ~~10~~ 15 pages. Such request shall be filed with the clerk who will forward it to the hearing officer for review. The request must be in writing and state the number of additional pages requested. It shall be up to the discretion of the hearing officer as to whether to grant such request. If the hearing officer grants a request for additional pages, the clerk shall forward the order of the hearing officer to all parties and all parties shall **have** the right to file such additional number of pages. ~~Along with the submission of the brief, each party shall submit a copy of all written evidence to be considered by the hearing officer as well as a list of witnesses that the party wishes to present at the hearing.~~

(8) With or without the submission of a brief, each party shall submit a copy of all written documentary evidence they intend to offer for consideration by the hearing officer as well as a list of all witnesses that the party intends to present at the hearing. The documentary evidence and witness lists shall be provided on or before the date determined by the Hearing Officer during the initial status conference. Failure to submit a brief shall not preclude a party from submitting written evidence or calling witnesses to be considered by the hearing officer. Upon

request, the petitioner shall be provided an opportunity in advance of the hearing to examine and copy the entire content of their case file and all other documents to be used by the commission, bureau, or racing division. All materials submitted to the clerk/hearing officer, including, but not limited to, briefs, evidence and witnesses lists, shall be contemporaneously provided to the all other parties and their counsel via first-class mail or email. Evidence or witnesses that are filed without providing reasonable notice to the opposing party may be precluded at the hearing officer's discretion.

~~(9)(8)~~ All requests for extensions of time to file a brief or to reschedule a hearing date shall be made in writing and filed with the clerk. ~~No request for extension of time to file a brief or to reschedule a hearing shall be considered unless it is made at least seven (7) days prior to the hearing date or briefing deadline. The clerk of the commission may issue orders on procedural and scheduling matters consistent with G.L. c. 23K and 205 CMR in order to further the efficient administration of the commission's hearings process. The clerk shall forward the request for extension of time or to reschedule the hearing date to the hearing officer and the hearing officer may provide an extension of time to file a brief or reschedule a hearing date in the hearing officer's clerk's discretion and for good cause shown. The clerk shall send the hearing officer's order granting an extension of time to file a brief or the rescheduling of a hearing date to all the parties. Any order shall include the number amount of days granted for the extension of time or the new date for the rescheduled hearing. Absent extenuating circumstances no hearing shall be rescheduled more than once.~~

In the event of the appeal of a decision by the Racing judges or stewards, if the petitioner fails to appear at the hearing, the Hearing Officer, after determining that the petitioner received proper notice of the hearing shall dismiss the matter. In the event of a matter before the hearing officer concerning an action taken by the bureau, the bureau may proceed with a hearing before the Hearing Officer even in the absence of the petitioner after determining that the petitioner received proper notice of the hearing.

~~(10)(9)~~ All hearings shall be heard by a hearing officer appointed by the commission. All hearings under 205 CMR 101.03 and 101.04 shall be adjudicatory proceedings held pursuant to 801 CMR 1.02: Informal/Fair Hearing Rules and 205 CMR 101.03 through 101.05 unless a party to the hearing requests that the hearing be held pursuant to 801 CMR 1.01 Formal Rules and the hearing officer, after review of the request, grants the request to hold the hearing pursuant to 801 CMR 1.01. Hearings held before the hearing officer pursuant to 205 CMR 101.02 shall be adjudicatory proceedings conducted in accordance with M.G.L. c. 30A, §§ 10 and 11. All hearings shall be further held under 205 CMR 101.00, as applicable, and 801 CMR 1.02: *Informal/Fair Hearing Rules* unless the applicant/petitioner makes a written request for a hearing under 801 CMR 1.01: *Formal Rules*. In that event, the hearing officer shall determine based on the facts and circumstances of the matter whether 801 CMR 1.01 or 1.02 will apply in order to ensure a fair outcome. Such determination shall be based on such factors as the complexity of the issues presented, whether all parties are represented by counsel, and similar considerations.

Conflicts between 801 CMR 1.01 or 1.02 and 205 CMR 101.00 shall be resolved in favor of 205 CMR 101.00. If the hearing officer grants a request that a hearing be held pursuant to 801 CMR 1.01 Formal Rules, the provisions of 801 CMR 1.01 (1), (2), (3), (5), (6), ~~(7), (8)~~, (11) and (14) shall not apply and the provisions of 205 CMR 101.03 through 101.05 shall govern.

~~(11)(10)~~ There shall be no motions or **formal** discovery allowed in hearings under this 205 CMR 101.03 and 101.04 unless upon the request of a party and for good cause shown, the hearing officer ~~orders~~ **allows** such motions or **formal** discovery **request to be served**. **In the event that motions or formal discovery are allowed by the hearing officer, the hearing officer shall also set forth a reasonable schedule for responding to such motions or discovery requests.**

~~(12)(11)~~ A written transcript or **electronic record** of each hearing shall be created and all witnesses presenting testimony shall be sworn to testify under oath.

~~(13)(12)~~ In addition to the duties and powers of the hearing officer under 801 CMR 1.02 (10)(f), the hearing officer shall **make all factual and legal findings necessary to reach a decision, including evaluating the credibility of all witnesses and evidence presented.** ~~determine if the party requesting review has standing to request review.~~ The hearing officer may ask questions of a party or a witness at the hearing. ~~The hearing officer shall determine the credibility of all witnesses providing testimony at the hearing.~~ The hearing officer can request additional information from any party and may recess or continue the hearing to a later date. **Any party to such a hearing shall be entitled to issue subpoenas as approved by the hearing officer in compliance with 205 CMR 101.02(11) and in accordance with M.G.L. c. 30A, § 12(3).** The hearing officer may request a post-hearing brief from the parties and shall determine the page limit for such brief and the time by which it must be submitted. **The parties may request leave of the hearing officer to submit a post-hearing brief as long as such a request is made within (ten) 10 days of the hearing.**

~~(14)(13)~~ The standard of review of an order or fine issued by the bureau or the racing division shall be the substantial evidence standard unless a different standard is required by ~~c. 23K or c. 128A or c. 128C~~. **The hearing officer shall conduct a review of the matter, making findings of fact and conclusions of law to render a decision.** ~~The hearing officer shall determine whether the order or fine issued by the bureau or the racing division is supported by substantial evidence, in accordance with the decisions of the Massachusetts courts regarding administrative review of agency decisions.~~

~~(15)(14)~~ The hearing officer shall issue a written decision as soon as administratively feasible after the close of the hearing. The written decision shall include findings of fact and conclusions of law and shall clearly state the basis for the hearing officer's decision. The hearing officer shall file its decision with the clerk. The decision of the hearing officer shall be the final decision of the commission unless a request for **appeal review by to** the commission is filed by a party to the proceeding within 30 days of the date of the hearing officer's decision. **In the event**

of a timely filed appeal of a civil administrative penalty to the commission, payment of any such penalty shall be stayed through the final decision by the commission.

(16)~~(15)~~ The clerk shall send a copy of the decision to all parties and shall include with the decision a letter stating that a party may request **appeal review** of the hearing officer's decision ~~to~~ **by** the commission and describing the process for requesting an **appeal review** by the commission.

(17) The hearing officer is authorized to certify any matter directly to the commission. The exercise of such authority will generally be reserved for matters of first impression or those which present extraordinary or unique circumstances. Either party may also request that the hearing officer certify such a matter for commission review. The commission may accept and review the matter or may remand the matter to the hearing officer. In the event that the commission accepts the matter such hearings will be conducted in accordance with 205 CMR 101.02 in which the commission will perform the hearing officer's functions. Appeals of such decisions may be taken in accordance with M.G.L. c.30A in lieu of 205 CMR 101.03.

#### 101.043: Review by the Commission of Decisions of the Hearing Officer

(1) Any decision issued by a hearing officer in accordance with 205 CMR 101.02 may be **appealed to the commission for review**. ~~An appeal request for review of the decision issued by a hearing officer shall be filed with the clerk of the commission on a form provided by the clerk. An appeal request for review shall not operate as a stay of the decision of the hearing officer, unless, along with the filing of a request for review, the party requesting review includes a request for a stay of the decision and such stay is granted by the commission unless specifically allowed by the commission upon motion of the appellant. A request for a stay may be allowed at the commission's discretion if one or both of the following two circumstances are present:~~

- (a)
  - (1) there is a likelihood that the party seeking the stay will prevail on the merits of the case; and
  - (2) there is a likelihood that the moving party will be harmed irreparably absent a stay.
- (b)
  - (1) the consequences of the decision(s) to be made in the case are far-reaching;
  - (2) the immediate impact upon the parties in a novel and complex case is substantial;
  - or
  - (3) a significant legal issue(s) is involved.

(2) ~~In order to be considered by the commission, the appeal request for review must be filed not later than 30 days from the date of the decision issued by the hearing officer was served by the clerk in accordance with 205 CMR 101.02(16). Requests for review filed later than 30 days~~



from the date of the order or fine issued by the judges or stewards shall be forwarded to the commission for review. Orders regarding requests for review filed later than 30 days from the date of the order or fine issued by the judges may be issued by a single commissioner appointed by the chairman to issue such orders.

(3) The **appeal** request for review shall include:

- a. ~~the name, address and contact information, including telephone number and email, if any, of the party requesting~~ **the appeal review;**
- b. ~~the name and address of counsel representing the party requesting~~ **the appeal review, if any, and**
- c. a brief description of the basis for the **appeal request for review; and**
- d. ~~(4)~~ **a copy of the decision of the hearing officer that is the basis for the appeal.**

~~(4)~~ Each request for review shall include a copy of the order or fine that is the subject of the request for review.

~~(4)~~**(5)** Upon receipt of the **appeal** request for review by the commission, the clerk shall docket the request and request a copy of the written record of the hearing from the hearing officer. The hearing officer shall provide a copy of the written record to the clerk no later than 10 days after the clerk's request. ~~The written record shall include the decision of the hearing officer, any briefs submitted by the parties, the evidence submitted to the hearing officer and the transcript of the adjudicatory hearing before the hearing officer. The clerk shall provide a copy of the written~~**administrative** record to all parties involved in the matter to be reviewed by the commission. **The record may be provided electronically or via other similar means. The record shall include the decision of the hearing officer, any briefs submitted by the parties, the evidence submitted to the hearing officer and the transcript or audio recording of the adjudicatory hearing before the hearing officer. The record may only be expanded by the commission upon petition by a party and a showing of good cause as to why the evidence was not included as part of the hearing record below.**

~~(5)~~**(6)** The clerk shall schedule a date for review by the commission. The clerk shall request that each party file a brief stating why the decision of the hearing officer **should** be affirmed, vacated or modified and the relief requested. **Issues not raised before the hearing officer shall not be raised in a brief to the commission. The briefing schedule shall be set by the commission and shall be staggered to provide the appellee adequate time to address the matters raised in the appellant's brief prior to the scheduled hearing before the commission.** No brief shall be ~~no~~ longer than ~~10~~ **15** pages and shall be due no later than 15 days prior to the date of review by the ~~commission.~~ The briefs shall be filed with the clerk. Each party shall serve a copy of its brief on the other party (ies) to the hearing.



~~(6)(7)~~ The clerk shall provide copies of the briefs and a copy of the written record to the commission.

~~(7)(8)~~ A party may request permission to file a brief longer than ~~10~~ 15 pages. Such request must be in writing. The clerk shall forward the request to the commission. It shall be up to the discretion of the commission as to whether to grant such a request. If the commission grants a request for additional pages, the clerk shall forward a copy of the commission's order to all parties to the hearing and all parties shall have the right to file such additional number of pages. Requests to file a brief longer than ~~10~~ 15 pages may be granted by an order issued by a single commissioner appointed by the chairman to issue such orders.

~~(8)(9)~~ All requests for extensions of time to file a brief shall be made in writing to the clerk. The clerk shall forward the request for an extension of time to file a brief to the commission. It shall be up to the discretion of the commission as to whether to grant the request for an extension of time to file a brief. If the commission grants the request for an extension of time to file a brief, the clerk shall forward a copy of the commission's order to the parties and all parties shall have the extension of time to file a brief. Requests for an extension of time to file a brief may be granted by an order issued by a single commissioner appointed by the chairman to issue such orders.

~~(9)(10)~~ The commission's review of the decision of the hearing officer shall be on the ~~written administrative~~ record submitted by the parties **of the hearing conducted by the hearing officer.** The written record shall include the decision of the hearing officer, any briefs submitted by the parties, the evidence submitted to the hearing officer and the transcript of the adjudicatory hearing before the hearing officer. The commission, in its sole discretion and upon its own motion, may request oral argument on the request to review the decision of the hearing officer.

~~(10)(11)~~ Issues not raised before the hearing officer shall not be raised in the briefs to the commission or otherwise considered by the commission. The commission shall not accept as part of the request for review additional or new evidence not submitted to the hearing officer and not already included in the written record.

~~(11)(12)~~ The standard of review of a decision by the hearing officer shall be a substantial evidence standard unless a different standard is required by M.G.L. c. 23K or c. 128A or c.128C. The commission shall determine whether the decision of the hearing officer is supported by substantial evidence in accordance with the decisions of the Massachusetts courts regarding administrative review of agency decisions.

~~(12)(13)~~ The commission shall conduct a **de novo** review of the decision of the hearing officer based upon the **entire administrative** record submitted to the hearing officer, provided however, that findings made by the hearing officer regarding credibility of witnesses shall **be entitled to substantial deference** not be reviewed by the commission. **As provided by M.G.L. c.30A, § 10,**

such appeal shall comply with M.G.L. c. 30A, § 11(8). The procedures described in M.G.L. c. 30A, § 11(7) shall only apply if, where applicable, a party makes written request to the commission in advance for a tentative or proposed decision.

(13)(14) The commission may, **in whole or part**, affirm the decision of the hearing officer, **reverse** ~~vacate~~ the decision of the hearing officer, modify the decision of the hearing officer or remand the matter ~~back~~ to the hearing officer for further action in accordance with the commission's decision. ~~The commission may affirm, vacate or modify the decision of the hearing officer in whole or in part.~~ **Further, the commission may add any condition reasonably calculated to ensure a person's compliance or faithful performance, to penalize for the violations, and/or to deter future violation, including but not limited to fines.** In making its decision, the commission may rely on any evidence contained in the **administrative** record and is not limited to the evidence cited by the hearing officer in support of hearing officer's decision.

(14)(15) The Commission shall issue a written decision as soon as administratively feasible and file it with the clerk. **The decision shall advise the parties of their rights to review in accordance with M.G.L c.23K and 30A, as applicable.** The clerk will provide a copy of the commission's decision to all parties.

#### 101.054: Review of a Commission Decision

~~Decisions by the commission pursuant to 205 CMR 101 may be reviewed by the appropriate court pursuant to the provisions of M.G.L. c. 30A and M.G.L. c.23K;~~

#### Informal Disposition of an Adjudicatory Proceeding

**At any time during an adjudicatory proceeding before a hearing officer or the Commission, the parties may make informal disposition of any adjudicatory proceeding by stipulation, agreed settlement or consent order. Upon such a disposition, the parties are obligated to notify the hearing officer or commission through a joint filing indicating that the matter has been resolved and that is signed by all parties and/or their representatives.**



## **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 regulations and amendments for **205 CMR 115.00: Phase 1 and New Qualifier Suitability Determination, Standards, and Procedures; 205 CMR 132.01: Discipline of a Gaming License; 205 CMR 133.00: Voluntary Self-Exclusion; 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; 205 CMR 136.00 Sale and Distribution of Alcoholic Beverages at Gaming Establishments; 205 CMR 138.07: Internal Controls A: (Reserved); 205 CMR 152.00: Individuals Excluded From a Gaming Establishment**; notice of which was filed with the Secretary of the Commonwealth. These proposed regulations and amendments were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth.

The proposed regulations and amendments clarify authority and ensure that all decisions in adjudicatory proceedings made by the Commission, hearing officer, and internal divisions have clear processes. These regulations are largely governed by G.L. c.23K, §4(28), 5, and G.L. c.30A.

These regulations and amendments generally apply to the gaming/racing licensees, employees, vendors, related parties, and gaming establishments. Accordingly, these regulations and amendments are unlikely to have an impact on small businesses, unless a vendor to the gaming establishment elects to pursue a hearing as further described below. In accordance with G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

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

As a general matter, no small businesses will be impacted by these regulations or amendments unless they elect to pursue a hearing. These regulations and amendments are designed to ensure that any party, including a small business, is provided with a fair process prior to certain decisions being made or made final.

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



Massachusetts Gaming Commission

There are no projected reporting, recordkeeping or other administrative costs required for small businesses to comply with these regulations or the amendments therein.

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

As a general matter, a design standard is necessary as hearing procedures must be prescriptive in nature to provide uniform process to all.

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 new small businesses. The proposed amendments to this regulation are designed to help effectuate those intentions and growth.

Massachusetts Gaming Commission  
By:

---

Shara Bedard  
Paralegal

Dated: \_\_\_\_\_



Massachusetts Gaming Commission

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 115.00: PHASE 1 AND NEW QUALIFIER SUITABILITY DETERMINATION,  
STANDARDS, AND PROCEDURES

115.03: Phase 1 and New Qualifier Investigation and Recommendations by the Bureau

(1) The bureau shall conduct an investigation into the qualifications and suitability of all applicants and qualifiers, as provided for in M.G.L. c. 23K, §§ 12 and 16. The bureau may conduct the investigation, in whole or in part, with the assistance of one or more contractor investigators pursuant to 205 CMR 105.10: *Authority to Retain and Utilize Contractor Investigators*. **Additionally, such an investigation may be conducted at any time after a qualifier is granted a positive determination of suitability to ensure that they continue to meet the suitability standards.**

(2) At the completion of the bureau's investigation, it shall submit a written report to the commission. At a minimum, this report will include: recommendations pursuant to M.G.L. c. 23K, §§ 12, 14(i) and 16 and findings of fact pursuant to M.G.L. c. 23K, § 17(f), as required, relative to the suitability of the applicant for a gaming license and/or of any new qualifiers **or existing qualifiers.**

\*\*\*

115.04: Phase 1 and New Qualifier Proceedings by the Commission

(1) After the commission has received the bureau's report under 205 CMR 115.03(2) it shall provide a copy to the applicant or ~~new~~ qualifier and the commission shall determine whether it shall initiate a process for a public hearing or adjudicatory proceeding. However, the commission may only utilize the public hearing process with the qualifier's consent.

(2) Adjudicatory Proceeding. If the commission determines that an adjudicatory proceeding shall be held, the commission shall conduct an adjudicatory proceeding pursuant to 205 CMR 101.00: *M.G.L. c. 23K Adjudicatory Proceedings* on the report by the bureau concerning the applicant **or qualifier** pursuant to 205 CMR 115.03(2). ~~The commission will issue a public notice in advance of the adjudicatory proceeding stating the date, time and place of the hearing.~~

(3) Public Hearing. If the commission determines that a public hearing should be held, the commission shall review the bureau's suitability report in a public hearing, subject to redaction of confidential and exempt information described in 205 CMR 103.02(1) through (5). The commission will issue a notice in advance of the public hearing stating the date, time and place of the hearing and the form (oral or written) and conditions pursuant to which the commission will receive public comments.

\*\*\*

115.05: Phase 1 and New Qualifier Determination by the Commission

(1) After the proceedings under 205 CMR 115.04, the commission shall issue a written determination of suitability pursuant to M.G.L. c. 23K, §§ 4(15), 12 and 17.

(2) Negative Determination. If the commission finds that an applicant or new qualifier **or existing qualifier** failed to meet its burden of demonstrating compliance with the suitability standards in M.G.L. c. 23K and 205 CMR 115.00, the commission shall issue a negative determination of suitability.

(3) Positive Determination. If the commission finds that an applicant or new qualifier **or existing qualifier** has met its burden of demonstrating compliance with the suitability in M.G.L. c. 23K and 205 CMR 115.00, the commission shall issue a positive determination of suitability which may include conditions and restrictions.

...

DRAFT

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 132.00: DISCIPLINE OF A GAMING LICENSEE

132.01: Discipline of a Gaming License

- (1) Grounds for Action. In addition to the reasons specifically provided for throughout 205 CMR, a gaming license or racing meeting license may be conditioned, suspended, or revoked, and/or the licensee assessed a civil administrative penalty if it is determined that:
- (a) A licensee engaged in an act or practice that caused irreparable harm to the security and integrity of the gaming establishment or the interests of the Commonwealth in ensuring the security and integrity of gaming;
  - (b) Circumstances have arisen that render the licensee unsuitable under M.G.L. c.23K, §§12 and 16;
  - (c) A licensee failed to comply with its approved system of internal controls in accordance with 205 CMR 138.02;
  - (d) A licensee refused or was unable to separate itself from an unsuitable qualifier;
  - (e) As provided in M.G.L. c.23K, §23(b): a licensee: (i) has committed a criminal or civil offense under M.G.L. c.23K or under any other laws of the commonwealth; (ii) is not in compliance with 205 CMR or is under criminal investigation in another jurisdiction; (iii) has breached a condition of licensure; (iv) has affiliates, close associates or employees that are not qualified or licensed under M.G.L. c.23K and 205 CMR with whom the gaming licensee continues to conduct business or employ; (v) is no longer capable of maintaining operations at a gaming establishment; or (vi) whose business practice, upon a determination by the commission, is injurious to the policy objectives of M.G.L. c.23K; or
  - (f) A licensee failed to abide by any provision of M.G.L. c.23K, 205 CMR, condition of gaming license, or order of the commission.
- (2) Finding and Decision. If the bureau finds that a gaming licensee has violated a provision of 205 CMR 132.01(1), it may issue a written notice of decision recommending that the commission suspend, revoke, and or condition said licensee. Either in conjunction with or in lieu of such a recommendation, the bureau may assess a civil administrative penalty upon said licensee in accordance with M.G.L. c.23K, §36. Such notices shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision. The bureau may alternatively issue an order temporarily suspending the license in accordance with M.G.L. c.23K, §35(e).

- (3) Civil administrative penalties. The bureau may assess a civil administrative penalty on a gaming licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 133.07(1).
- (4) Review of Decision. A recommendation made by the bureau to the commission that a gaming license be suspended or revoked shall proceed directly to the commission for review in accordance with 205 CMR 101.01. If the gaming licensee is aggrieved by a decision made by the bureau to assess a civil administrative penalty in accordance with 205 CMR 133.07(2) and (3), it may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings.*

DRAFT



205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 133.00: VOLUNTARY SELF-EXCLUSION

133.06: Responsibilities of the Gaming Licensees

A gaming licensee shall have the following responsibilities relative to the administration of the voluntary self-exclusion list:

\*\*\*

(7) (a) A gaming licensee shall not pay any winnings derived from gaming to an individual who is prohibited from gaming in a gaming establishment by virtue of having placed their name on the voluntary self-exclusion list in accordance with 205 CMR 133.00. Winnings derived from gaming shall include, but not be limited to, such things as proceeds derived from play on a slot machine/electronic gaming device and a wager, or series of wagers, placed at a table game. Where reasonably possible, the gaming licensee shall confiscate from the individual in a lawful manner, or shall notify a commission agent who shall confiscate, or shall refuse to pay any such winnings derived from gaming or any money or thing of value that the individual has converted or attempted to convert into a wagering instrument whether actually wagered or not. A wagering instrument shall include, but not be limited to, chips, tokens, prizes, non-complimentary pay vouchers, electronic credits on a slot machine/electronic gaming device, and vouchers representing electronic credits/TITO slips. The monetary value of the confiscated winnings and/or wagering instrument shall be paid to the commission for deposit into the Gaming Revenue Fund within 45 days.

(b) If an individual wishes to contest the forfeiture of winnings or things of value, the individual may request a hearing in writing with the commission within 15 days of the date of the forfeiture. The request shall identify the reason why the winnings or things of value should not be forfeited. A hearing shall be conducted in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings* to determine whether the subject funds were properly forfeited in accordance with 205 CMR 133.06.(7)(a);

\*\*\*

133.07: Sanctions Against a Gaming Licensee

~~The commission may revoke, limit, condition, suspend or fine a gaming licensee in accordance with 205 CMR if the establishment knowingly or recklessly fails to exclude or eject from its premises any individual placed on the list of self-excluded persons. It shall not be deemed a knowing or reckless failure if an individual on the voluntary self-exclusion list shielded their identity or otherwise attempted to avoid identification while present at a gaming establishment. Further, a gaming licensee shall be deemed to have marketed to an individual on the self-~~

~~exclusion list only if marketing materials are sent directly to an address, email address, telephone number, or other contact identified by the individual on their application.~~

- (1) Grounds for Action. A gaming license may be conditioned, suspended, or revoked, and/or the gaming licensee assessed a civil administrative penalty if it is determined that a gaming licensee has:
  - a) knowingly or recklessly failed to exclude or eject from its premises any individual placed on the list of self-excluded persons. Provided, it shall not be deemed a knowing or reckless failure if an individual on the voluntary self-exclusion list shielded their identity or otherwise attempted to avoid identification while present at a gaming establishment; or
  - b) failed to abide by any provision of 205 CMR 133.00: *Voluntary Self-Exclusion*, M.G.L. c.23K, §45, the gaming licensee's approved written policy for compliance with the voluntary self-exclusion program pursuant to 205 CMR 133.06(9), or any law related to the voluntary self-exclusion of patrons in a gaming establishment. Provided, a gaming licensee shall be deemed to have marketed to an individual on the self-exclusion list only if marketing materials are sent directly to an address, email address, telephone number, or other contact identified by the individual on their application.
- (2) Finding and Decision. If the bureau finds that a gaming licensee has violated a provision of 205 CMR 133.07(1), it may issue a written notice of decision recommending that the commission suspend, revoke, and or condition said gaming licensee. Either in conjunction with or in lieu of such a recommendation, the bureau may issue a written notice assessing a civil administrative penalty upon said licensee. Such notices shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision.
- (3) Civil administrative penalties. The bureau may assess a civil administrative penalty on a gaming licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 133.07(1).
- (4) Review of Decision. A recommendation made by the bureau to the commission that a gaming license be suspended or revoked shall proceed directly to the commission for review in accordance with 205 CMR 101.01. If the gaming licensee is aggrieved by a decision made by the bureau to assess a civil administrative penalty in accordance with 205 CMR 133.07(2) and (3), it may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings*.

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 134.00: LICENSING AND REGISTRATION OF EMPLOYEES, VENDORS,  
JUNKET ENTERPRISES AND REPRESENTATIVES, AND LABOR ORGANIZATIONS

134.04: Vendors

\*\*\*

(1) Gaming Vendors.

(a) Gaming Vendors- Primary. A person who conducts business with a gaming applicant or gaming licensee on a regular or continuing basis for provision of goods or services which directly relates to gaming, as defined by M.G.L. c. 23K, § 2, including, but not limited to a person who does any of the following, shall be designated as a gaming vendor-primary:

1. Manufactures, sells, leases, supplies, or distributes devices, machines, equipment (except gaming table layouts), accessories, or items that meet at least one of the following conditions:
  - a) are designed for use in a gaming area as defined by M.G.L. c. 23K, § 2;
  - b) are designed for use in a simulcast wagering area;
  - c) are used in connection with a game in the gaming area;
  - d) have the capacity to affect the calculation, storage, collection, electronic security, or control of the gaming revenues from a gaming establishment.
2. provides maintenance services or repairs gaming or simulcast wagering equipment, including slot machines;
3. acts as a junket enterprise; or
4. provides items or services that the ~~Commission~~ **bureau** has determined are used in or are incidental to gaming or to an activity of a gaming facility.

Exception. Any person, by submission of a written petition, may request a determination from the ~~commission~~ **bureau** that ~~the person providing goods or services deemed by the Bureau to~~ **despite** meeting a description contained in 205 CMR 134.04(1)(a) **they** need not be licensed as a Gaming Vendor-primary on the grounds that they are not providing services on a regular or continuing basis or that they do not directly relate to gaming.

\*\*\*

**(8) Review of Decision. Any person aggrieved by a decision made by the bureau in accordance with 205 CMR 134.04 may request review of said decision in accordance with 205 CMR 101.00: M.G.L. c.23K Adjudicatory Proceedings.**

\*\*\*

134.09; Investigation, Determination, and Appeals for Gaming Establishment Employees and Vendors

(1) Upon receipt of an application for a key gaming employee license in accordance with 205 CMR 134.01, a gaming employee license in accordance with 205 CMR 134.02, a gaming service employee registration in accordance with 205 CMR 134.03, a gaming vendor license in accordance with 205 CMR 134.04(1), a non-gaming vendor registration in accordance with 205 CMR 134.04(4), a gaming vendor qualifier license in accordance with 205 CMR 134.04(4), or a Labor Organization in accordance with 205 CMR 134.05 the Division of Licensing shall conduct a review of each application for administrative completeness and then forward the application to the Bureau which shall conduct an investigation of the applicant. In the event an application is deemed incomplete, the Division of Licensing may either request supplemental information from the applicant or forward the application to the commission with a recommendation that it be denied. For individuals, the investigation shall include obtaining and reviewing criminal offender record information from the Department of Criminal Justice Information Services (DCJIS) and exchanging fingerprint data and criminal history with the Massachusetts Department of State Police and the United States Federal Bureau of Investigation. The investigation shall be conducted for purposes of determining whether the applicant is suitable to be issued a license or registration in accordance with 205 CMR 134.10 and 134.11.

In determining the weight to be afforded any information bearing on suitability in accordance with 205 CMR 134.10 and 134.11, the Division of Licensing, Bureau, or commission, as applicable, shall consider: the relevance of the information to employment in a gaming establishment or doing business with a gaming establishment in general, whether there is a pattern evident in the information, and whether the applicant is likely to be involved in gaming related activity. Further, the information will be considered in the light most favorable to the applicant unless the information cannot be so viewed pursuant to M.G.L. c. 23K or the information obtained does not otherwise support such view. For purposes of 205 CMR 134.00 and M.G.L. c. 23K, § 16 an adjudication of delinquency shall not be considered a conviction. Such a finding may, however, be considered for purposes of determining the suitability of an applicant. Records of criminal appearances, criminal dispositions, and/or any information concerning acts of delinquency that have been sealed shall not be considered for purposes of making a suitability determination in accordance with 205 CMR 134.00 and M.G.L. c. 23K.

- a) Keys Gaming Employee- Executive, Key Gaming Employee- Standard, and Gaming Employees. Upon completion of the investigation conducted in accordance with 205 CMR 134.09(1) the Bureau shall either approve or deny the application for a key gaming employee- executive license, key gaming employee-standard license or a gaming employee license pursuant to 205 CMR 134.10. If the application for a Key Gaming Employee-standard license or Gaming Employee license is approved, the Bureau shall forward a written approval to the Division of Licensing which shall issue a license to the applicant on behalf of the Commission. If the Bureau approves the application for a Key

Gaming Employee-executive, the decision shall be forwarded to the Commission as a recommendation along with the application materials for review and issuance of the license. If the application is denied, the Bureau shall forward the recommendation for denial and reasons therefor to the Division of Licensing which shall issue a written decision to the applicant explaining the reasons for the denial. The decision shall include an advisory to the applicant that they may appeal the decision ~~to the Bureau~~ in accordance with 205 CMR ~~134.09(2)~~ *101.00: M.G.L. c.23K Adjudicatory Proceedings*. If the denial is based upon information contained in the individual's criminal record the decision shall also include an advisory that the individual will be provided with a copy of their criminal record upon request and that they may challenge the accuracy of any relevant entry therein. The decision may be served via first class mail or via email to the addresses provided by the applicant on the application.

- b) Gaming Service Employees. The Division of Licensing shall issue a gaming service employee registration to the applicant on behalf of the Commission in accordance with 205 CMR 134.11(1). In the event that the Bureau determines upon completion of the investigation conducted in accordance with 205 CMR 134.09(1) that the applicant should be disqualified from holding a registration or is otherwise unsuitable in accordance with 205 CMR 134.11, it shall forward the results of the investigation to the Division of Licensing which shall issue a written notice to the registrant revoking the registration. The notice shall include an advisory to the applicant that they shall immediately cease employment at the gaming establishment and may request an appeal hearing ~~before the Bureau~~ in accordance with ~~134.09(2)~~ *101.00: M.G.L. c.23K Adjudicatory Proceedings*. If the denial is based upon information contained in the individual's criminal record the decision shall also include an advisory that the individual will be provided with a copy of their criminal record upon request and that they may challenge the accuracy of any relevant entry therein. The notice may be served via first class mail or via email to the addresses provided by the applicant on the application.
- c) Gaming Vendors and Gaming Vendor Qualifiers. Upon completion of the investigation conducted in accordance with 205 CMR 134.09(1) the Bureau shall either approve or deny the application for a gaming vendor license pursuant to 205 CMR 134.10. If the Bureau approves the application for a Gaming Vendor license and any associated applications for Gaming Vendor qualifier licenses, the decisions shall be forwarded to the Commission as a recommendation along with the application materials for review and issuance of the license. If an application for a Gaming vendor qualifier license is approved by the Bureau subsequent to the issuance of the Gaming Vendor license by the commission, the Bureau shall forward a written approval to the Division of Licensing which shall issue a license to the applicant on behalf of the Commission. If the application is denied, the Bureau shall forward the recommendation for denial and reasons therefor to the Division of Licensing which shall issue a written decision to the

applicant explaining the reasons for the denial. The decision shall include an advisory to the applicant that they may appeal the decision to the Bureau in accordance with 205 CMR ~~134.09(2)~~ **101.00: M.G.L. c.23K *Adjudicatory Proceedings***. If the denial is based upon information contained in a person's criminal record the decision shall also include an advisory that the person will be provided with a copy of their criminal record upon request and that they may challenge the accuracy of any relevant entry therein. The decision may be served via first class mail or via email to the addresses provided by the applicant on the application.

- d) Non-gaming Vendors. The Division of Licensing shall issue a non-gaming vendor registration to the applicant on behalf of the Commission in accordance with 205 CMR 134.11(1). In the event that the Bureau determines upon completion of the investigation conducted in accordance with 205 CMR 134.09(1) that the applicant should be disqualified from holding a registration or is otherwise unsuitable in accordance with 205 CMR 134.11, it shall forward the results of the investigation to the Division of Licensing which shall issue a written notice to the registrant revoking the registration. The notice shall include an advisory to the applicant that they shall immediately cease doing business with the gaming establishment and may request an appeal hearing before the Bureau in accordance with 205 CMR ~~134.09(2)~~ **101.00: M.G.L. c.23K *Adjudicatory Proceedings***. If the denial is based upon information contained in the person's criminal record the decision shall also include an advisory that the person will be provided with a copy of their criminal record upon request and that they may challenge the accuracy of any relevant entry therein. The notice may be served via first class mail or via email to the addresses provided by the applicant on the application.
- e) Labor Organizations. The Bureau shall issue a Labor Organization registration to the applicant on behalf of the Commission in accordance with 205 CMR 134.11(1).

~~(2) If an application for a key gaming employee license, gaming employee license, gaming service employee registration, gaming vendor license, non-gaming vendor registration, or gaming vendor qualifier license is denied or revoked in accordance with 205 CMR 134.09(1) the applicant may appeal the decision and request a hearing before the Bureau within 30 days of service of the decision. The request for an appeal hearing must be in writing on a form provided by the Bureau and contain an explanation of the basis for the appeal.~~

~~(3) The Bureau shall appoint a hearing officer to preside over the appeal hearing requested by an applicant in accordance with 205 CMR 134.09(2). The hearing will be conducted in accordance with M.G.L. c. 30A and 801 CMR 1.02: *Informal/Fair Hearing Rules*. An audio recording of the hearing shall be taken. The hearing officer shall issue a written decision to the applicant. The hearing officer may affirm the denial of the application or revocation of the registration, reverse the decision and recommend that the license or registration be issued, or recommend that the~~

~~license or registration be issued with conditions. The hearing officer may recommend any condition that is reasonably calculated to ensure faithful performance of the employee's duties or vendor's obligations. The decision shall include an advisory to the applicant that they may appeal the decision to the commission in accordance with 205 CMR 134.09(5). The decision may be served via first class mail or via email to the addresses provided by the applicant on the application.~~

~~(4) After a hearing conducted in accordance with 205 CMR 134.09(3) the following shall apply:~~

- ~~a) If the hearing officer recommends that a Key Gaming Employee standard license, Gaming Employee license, gaming service employee registration, Gaming vendor qualifier, or non gaming vendor registration be issued, the Division of Licensing shall issue a license or registration to the applicant on behalf of the Commission.~~
- ~~b) If the hearing officer recommends that the application for a Key Gaming Employee executive or Gaming vendor license be issued, the decision shall be forwarded to the Commission as a recommendation along with the application and appeal materials for review and issuance of the license.~~

~~(5) If an application for a key gaming employee license, gaming employee license, gaming service employee registration, gaming vendor license, non gaming vendor registration, or gaming vendor qualifier is denied or approved with conditions in accordance with 205 CMR 134.09(3) the applicant may appeal the decision and request a hearing before the commission within 30 days of service of the decision. The request for an appeal hearing must be in writing on a form provided by the commission and contain an explanation of the basis for the appeal. The hearing will be conducted at a public meeting solely on the record of the administrative proceedings conducted by the Bureau in accordance with 205 CMR 134.09(3). The Bureau shall forward a copy of the administrative record of the proceeding to the commission promptly upon receipt of the notice of appeal.~~

~~(6) After the hearing conducted in accordance with 205 CMR 134.09(5) the commission shall issue a written decision to the applicant. The commission may affirm the denial of the application or revocation of the registration, reverse the decision and order that the license or registration be issued, order that the license or registration be issued with conditions or remand the matter to the Bureau for further proceedings. The commission may impose any condition that is reasonably calculated to ensure faithful performance of the employee's duties or vendor's obligations.~~

~~(7) In reviewing the Bureau's decision in accordance with 205 CMR 134.09(6), the commission may consider whether the decision or any condition imposed is:~~

- ~~a) In excess of the statutory or regulatory authority or jurisdiction of the commission; or~~
- ~~b) Based upon an error of law; or~~



- e) ~~Made upon unlawful procedure; or~~
- d) ~~Unsupported by substantial evidence; or~~
- e) ~~Arbitrary or capricious, an abuse of discretion, or otherwise not in accordance with law.~~

~~(8) The decision of the commission made in accordance with 205 CMR 134.09(6) and (7) shall be final and an applicant shall not be entitled to further review.~~

\*\*\*

#### 134.10: Affirmative License Standards for the Licensing of Employees and Vendors of the Gaming Establishment

\*\*\*

##### (4) Rehabilitation.

- a. An applicant for a Key gaming employee license, gaming employee license or a gaming vendor qualifier license may provide proof of rehabilitation from a criminal conviction as part of the application for licensure.
- b. An applicant for a Key gaming employee license may not appeal a decision made by the Bureau ~~to the Commission in accordance with 205 CMR 134.09(6)~~ that was based upon a disqualifying prior conviction in accordance with 205 CMR 134.10(3)(a) on the basis that they wish to demonstrate rehabilitation.
- c. An applicant for a Gaming employee license or gaming vendor qualifier license may appeal a decision made by the Bureau based upon a disqualifying prior conviction in accordance with 205 CM R 134.10(3)(a) on the basis that they wish to demonstrate rehabilitation only if the conviction occurred before the ten year period immediately preceding the date of submission of the application for licensure or registration.
- d. ~~In its discretion, the Bureau and/or Commission may issue a~~ **A** Gaming employee license or Gaming vendor qualifier license **may be issued** to an applicant who can affirmatively demonstrate ~~the applicant's~~ rehabilitation. In considering the rehabilitation of an applicant, ~~the Bureau and Commission shall consider~~ the following **shall be considered**:
  - 1. the nature and duties of the position of the applicant;
  - 2. the nature and seriousness of the offense or conduct;
  - 3. the circumstances under which the offense or conduct occurred;
  - 4. the date of the offense or conduct;
  - 5. the age of the applicant when the offense or conduct was committed;



6. whether the offense or conduct was an isolated or repeated incident;
7. any social conditions which may have contributed to the offense or conduct; and
8. any evidence of rehabilitation, including recommendations and references of persons supervising the applicant since the offense or conduct was committed.

(e) Any applicant may appeal a decision made by the Bureau based upon a conviction for a crime of moral turpitude as set forth in 205 CMR 134.10(2)(f). ~~In its discretion, the Bureau and Commission may issue a~~ A Key gaming employee license, Gaming employee license, or gaming vendor qualifier license **may be issued** to an applicant who can affirmatively demonstrate ~~the applicant's~~ rehabilitation. In considering the rehabilitation of an applicant, ~~the Bureau and Commission shall consider~~ the factors outlined in 205 CMR 134.10(4)(d) **shall be considered**.

(f) An applicant for a license or registration shall be at least 18 years of age at the time of application.

\*\*\*

#### 134.11: Affirmative Registration Standards for the Registration of Employees and Vendors of the Gaming Establishment and Labor Organizations

\*\*\*

##### (4) Rehabilitation.

- a) The holder of a Gaming service employee registration or non-gaming vendor registration may appeal a decision made by the Bureau based upon a disqualifying prior conviction in accordance with 205 CMR 134.11(2) on the basis that they wish to demonstrate rehabilitation only if the conviction occurred before the ten year period immediately preceding application for licensure or registration.
- b) ~~In its discretion, the Bureau and/or Commission may issue a~~ A Gaming service employee registration or a non-gaming vendor registration **may be issued** to an applicant who can affirmatively demonstrate ~~the applicant's~~ rehabilitation. In considering the rehabilitation of an applicant ~~the Bureau and Commission shall consider~~ the following **shall be considered**:

- 1.the nature and duties of the position of the applicant;
- 2.the nature and seriousness of the offense or conduct;
- 3.the circumstances under which the offense or conduct occurred;
- 4.the date of the offense or conduct;
- 5.the age of the applicant when the offense or conduct was committed;
- 6.whether the offense or conduct was an isolated or repeated incident;
- 7.any social conditions which may have contributed to the offense or conduct; and

8.any evidence of rehabilitation, including recommendations and references of persons supervising the applicant since the offense or conduct was committed.

- c) Any applicant may appeal a decision made by the Bureau based upon a conviction for a crime of moral turpitude as set forth in 205 CMR 134.11(3). ~~In its discretion, the Bureau and Commission may issue a~~ **A** Gaming service employee registration or non-gaming vendor registration **may be issued** to an applicant who can affirmatively demonstrate ~~the applicant's~~ rehabilitation. In considering the rehabilitation of an applicant, ~~the Bureau and Commission shall consider~~ the factors outlined in 205 CMR 134.11(4)(b) **shall be considered**.

(5) An applicant for a registration shall be at least 18 years of age or older at the time of application.

(6) The Bureau may deny an application for registration as a non-gaming vendor if it determines that the applicant formed the applicant entity for the sole purpose of circumventing 205 CMR 134.04(1)(b).

\*\*\*

#### 134.16: Term of Licenses

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

\*\*\*

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

\*\*\*

#### 134.19: Disciplinary Action

(1) Grounds for Disciplinary Action. Any **employee or vendor** license or registration issued under 205 CMR 134.00 may be conditioned, suspended, or revoked, **or a civil administrative penalty assessed**, if the ~~commission~~ **Bureau** finds that a licensee or registrant has:

- a) ~~(1)~~ been arrested or convicted of a crime while employed by a gaming establishment and failed to report the charges or the conviction to the commission;
- b) ~~(2)~~ failed to comply with M.G.L. c. 23K, § 13; or

- c) ~~(3)~~ failed to comply with any provision of M.G.L. c. 23K or 205 CMR pertaining to licensees and registrants **including failure to act in conformance with an applicable provision of the gaming licensee's system of internal controls approved in accordance with 205 CMR 138.02.**

~~(2) Complaints. Any person may file a complaint against any person licensed or registered in accordance with 205 CMR 134.00. All complaints relative to a licensee or registrant must be in writing on a form provided by the Commission. All complaints must be received by the Commission within one year of the date of the alleged wrongdoing. The Commission or Bureau may itself initiate a complaint at any time notwithstanding the date of the alleged wrongdoing.~~

**Finding and Decision. If the Bureau finds that a licensee or registrant has violated a provision of 205 CMR 134.19(1) it may issue a written notice of its intent to reprimand, suspend, or revoke said license or registration. Such notice shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the action. It shall further advise the licensee or registrant of their right to a hearing and their responsibility to request a hearing in accordance with 205 CMR 134.19(4), if they so choose, and that failure to do so may result in the decision automatically being imposed. Mailing of the notice to the address on record with the Commission, or emailing the notice to the address provided to the Commission by the licensee/registrant shall be deemed satisfactory service of the notice. The Bureau may alternatively issue an order temporarily suspending a license in accordance with M.G.L. c.23K, §35(e).**

~~(3) Basis of Complaint. A complaint must allege wrongdoing by a licensee or registrant in the form of a violation of 205 CMR 134.19(1) and/or M.G.L. c. 23K.~~

**Civil administrative penalties. The Bureau may assess a civil administrative penalty on a licensee or registrant in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 134.19(1).**

~~(4) Review and Investigation of Complaints. Every complaint filed shall be reviewed by the commission or its designee. A hearing may be convened, the complaint may be forwarded to the Bureau, or the complaint may be dismissed in the discretion of the commission or its designee. The Bureau may, if it elects, investigate a complaint prior to scheduling a hearing. In its discretion, the Bureau may resolve informal patron complaints without formal investigation, notification of parties, or convening a hearing. Failure of a complainant to cooperate in the investigation may be grounds for dismissal of a complaint.~~

**Review of Decision. Any person aggrieved by a decision made by the Bureau in accordance with 205 CMR 134.19(2) or (3) may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings*. Failure to request such review may result in the decision automatically being imposed.**

~~(5) Notice of Hearing. If the Bureau determines that a hearing shall be held to resolve a complaint, reasonable notice shall be provided to the complainant and the licensee or registrant. Mailing of notice to the address on record with the Commission, or emailing the notice to the address provided by the licensee or registrant on their application for licensure or registration, shall be deemed satisfactory notice. The notice of hearing shall contain:~~

- ~~(a) The name of the complainant;~~
- ~~(b) The date, time and place of said hearing;~~
- ~~(c) The location of the incident giving rise to the complaint.~~

~~(6) Hearing. Hearings convened pursuant to 205 CMR 134.19 shall be conducted pursuant to 801 CMR 1.02: *Informal/Fair Hearing Rules* and M.G.L. c. 30A. Any party may be represented by legal counsel. All parties shall be permitted to present an opening statement, testify on their own behalf, cross examine all witnesses, present any relevant witness testimony, present any relevant documentary evidence, and offer a closing argument. The Bureau may question any witness and include any records kept by the commission as exhibits. The Bureau may conclude the hearing at any time and issue a decision based on the evidence presented.~~

~~If a licensee or registrant does not appear for the hearing, the Bureau may conduct a hearing in his or her absence and render a decision based upon the evidence presented, but only after making a finding that the licensee was provided notice as required by 205 CMR 134.19(5). The Bureau may designate a hearing officer to convene a hearing and either make a recommendation or issue a decision on its behalf.~~

~~(7) Subpoenas. The Bureau may issue a subpoena in accordance with M.G.L. c. 30A, § 12 requiring the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence or documents, relating to any matter in question in the proceeding.~~

~~(8) Decisions and Discipline of License and Registration Holders. The Bureau shall issue a written decision after the hearing. Decisions shall be issued in a reasonably prompt manner. The Bureau may suspend a license or registration for a fixed period of time, revoke a license or registration permanently, or issue a reprimand the licensee or registrant. In conjunction with or in lieu of these disciplinary measures, the Bureau may assess a fine pursuant to M.G.L. c. 23K, § 36, and recoup the costs of investigation. Any license or registration that is suspended or revoked shall be forwarded to the Bureau immediately. A person whose license is revoked may apply in writing to the commission for reinstatement no sooner than five years from the date of the revocation.~~

~~(9) Appeals.~~

~~(a) Any person aggrieved by a decision of the hearing officer may, in writing, request review of said decision by the commission. The filing of such a petition shall not serve to stay any disciplinary action taken by the hearing officer.~~

~~(b) The commission may review such decision at its discretion. Such review is an administrative review that shall be based solely on the administrative record and is not to be construed as a second hearing on the same complaint(s). After review, the commission may either deny the petition or remand the matter to the hearings officer for further proceedings as directed. The~~

~~filing of an appeal with the commission shall serve to toll the timing provisions of M.G.L. c. 30A, § 14 until such time as a final decision is rendered by the commission.~~

~~(c) Any person aggrieved by a decision of the hearings officer or the commission may appeal such decision in conformance with M.G.L. c. 30A, § 14.~~

DRAFT

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 136.00: SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES AT  
GAMING ESTABLISHMENTS

136.03: Issuance of License and Permit

(1) Authority. Pursuant to M.G.L. c. 23K, § 26, the commission may grant a gaming beverage license to a gaming licensee for purposes of allowing the sale and distribution of alcoholic beverages within all licensed areas of the gaming establishment as identified and defined in the license subject to 205 CMR 136.00 to be drunk on the premises of the gaming establishment, subject to any restrictions imposed on the license.

(2) Hearings and Additional Information. After reviewing a gaming beverage license application submitted pursuant to 205 CMR 136.04(1), an application to amend a licensed area, or an application for a special event beverage permit submitted pursuant to 205 CMR 136.04(3), and prior to taking action on the application the commission or the commission's Division of Licensing may request additional information from the applicant to complete or supplement the application, **or** may request that the applicant modify the application in the interests of the integrity of gaming and/or public health, welfare, or safety, ~~or may schedule a hearing for the applicant to address any issues that relate to the application.~~

(3) Gaming Beverage License and Licensed Areas. Applications for licensure shall be submitted to the commission's Division of Licensing. Upon receipt of a complete application for a gaming beverage license, a complete application to amend, alter, or add a licensed area, and the fees required by 205 CMR 136.05, the Division of Licensing shall review the application to determine whether it contains all of the elements required in accordance with 205 CMR 136.04. If the Division of Licensing is satisfied that the application meets the requirements of 205 CMR 136.04 and M.G.L. c. 23K, § 26, and that any modifications requested in accordance with 205 CMR 136.03(2) have been satisfactorily addressed, it shall forward the application to the commission with a recommendation that it be approved. If it is not satisfied that the application meets the requirements of 205 CMR 136.04, or that a modification requested in accordance with 205 CMR 136.03(2) has been satisfactorily addressed, it shall engage in the process outlined in 205 CMR 136.03(2) or deny the application and advise the applicant that it may appeal the decision **directly** to the commission **in accordance with 205 CMR 101.01**.

(4) The commission shall review the application **at a hearing conducted in accordance with 205 CMR 101.01** upon receipt from the Division of Licensing and may approve the application, or parts thereof, and issue the gaming beverage license if it meets all of the requirements of 205 CMR 136.00 and M.G.L. c. 23K, § 26, or deny or condition the gaming beverage license, or parts thereof, if it determines that the application does not meet all of the requirements of 205

CMR 136.00 and M.G.L. c. 23K, § 26 or ~~would~~ **may** in some way compromise the integrity of gaming and/or public health, welfare, or safety.

\*\*\*

### 136.09: Administrative Action

- (1) Grounds for Action. A gaming beverage license issued under 205 CMR 136.03 may be suspended, revoked, conditioned and/or assessed a civil administrative penalty if the Bureau finds that a licensee has:
  - c) failed to comply with any provision of 205 CMR 136.00
  - d) failed to comply with any provision of M.G.L. c. 23K or 205 CMR pertaining to the sale and distribution of alcoholic beverages in the gaming establishment; or
  - e) failed to act in conformance with a provision of the gaming licensee's approved system of internal controls related to the service of alcoholic beverages.
- (2) Finding and Decision. If the Bureau finds that a gaming beverage licensee has violated a provision of 205 CMR 136.09(1), it may issue a written notice of decision reprimanding, suspending, or revoking the license and/or issuing a civil administrative penalty to said licensee. Such notice shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision. It shall further advise the licensee of its right to a hearing, and their responsibility to request a hearing in accordance with 136.09(4) if they so choose, and that failure to do so may result in the decision automatically being imposed.
- (3) Civil administrative penalties. The Bureau may assess a civil administrative penalty on a gaming beverage licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 136.09(1).
- (4) Review of Decision. If the gaming beverage licensee is aggrieved by a decision made in accordance with 205 CMR 136.09(2) or (3) it may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings*. Failure of the licensee to request review may result in the decision automatically being imposed.

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 137.00: GAMING SCHOOLS

137.06: Discipline

(1) Concurrent Obligations. Any school approved in accordance with 205 CMR 137.00 shall continue to be subject to all applicable laws and regulations enforced by its approving entity in accordance with 205 CMR 137.01(3)(e) including the Division of Professional Licensure and Board of Higher Education.

(2) Notice of Action. Any gaming school certified in accordance with 205 CMR 137.00 must report any disciplinary action commenced by its approving entity, accreditor, any other governing agency, identified in accordance with 205 CMR 137.01(3)(e), the Office of the Attorney General, or any other law enforcement agency to the commission within ten days of such notice being received and shall have an affirmative obligation to advise the commission as to the outcome promptly upon determination.

(3) Any certification issued in accordance with 205 CMR 137.00 may be suspended or revoked, or the school reprimanded **or a civil administrative penalty assessed**, for any of the following reasons:

- a) failure to abide by any provision of 205 CMR 137.00;
- b) failure to provide updated information relative to its application in accordance with 205 CMR 137.01(6);
- c) disciplinary action has been taken or pursued against the school by its governing agency or entity as identified in 205 CMR 137.01(3)(e), the Office of the Attorney General, or any other law enforcement agency;
- d) the school is unable to provide the proper education required to prepare individuals for employment at a gaming establishment or facility as a dealer, slot machine technician, or surveillance personnel or is otherwise unsuitable in accordance with M.G.L. c. 23K, § 12;

~~(4) Complaints. Any person may file a complaint with the commission against any school certified in accordance with 205 CMR 137.00. All complaints must be in writing on a form provided by the commission. All complaints must be received by the commission within one year of the date of the alleged wrongdoing. The commission or Bureau may itself initiate a complaint at any time notwithstanding the date of the alleged wrongdoing.~~

**Finding and Decision. If the Bureau finds that a gaming school licensee has violated a provision of 205 CMR 137.06(3), it may issue a written notice of decision reprimanding, suspending, or revoking the license or assessing a civil administrative penalty upon said licensee. Such notice shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision. It shall further advise the licensee of its right to a hearing and its responsibility to request a hearing in accordance with 137.06(6) if they so choose, and that failure to do so may result in the decision automatically being imposed. Mailing of the notice to the address on record with the**



Commission, or emailing the notice to the address provided to the commission by the licensee shall be deemed satisfactory notice of the decision.

~~(5) Basis of Complaint. A complaint must allege wrongdoing by the school in the form of a violation of 205 CMR 137.06(3) and/or M.G.L. c. 23K.~~

Civil administrative penalties. The Bureau may assess a civil administrative penalty on a gaming school licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 137.06(3).

~~(6) Review and Investigation of Complaints. Every complaint filed shall be reviewed by the commission's Division of Licensing. A hearing may be convened, the complaint may be forwarded to the Bureau, or the complaint may be dismissed in the discretion of the Division of Licensing. Failure of a complainant to cooperate in the investigation may be grounds for dismissal of a complaint~~

Review of Decision. If a gaming school licensee is aggrieved by a decision made in accordance with 205 CMR 137.06(4) or (5) it may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings*. Failure of the licensee to request review may result in the decision automatically being imposed.

~~(7) Notice of Hearing. If the commission's Division of Licensing determines that a hearing shall be held to resolve a complaint, reasonable notice shall be provided to the complainant and the school. Mailing of notice to the address on record with the commission, or emailing the notice to the address provided by the school on their application for licensure or registration, shall be deemed satisfactory notice. The notice of hearing shall contain:~~

- a) ~~The name of the complainant;~~
- b) ~~The date, time and place of said hearing;~~
- c) ~~A description, including the location, of the incident giving rise to the complaint~~

~~(8) Hearing. Hearings convened pursuant to 205 CMR. 137.00 shall be conducted pursuant to 801 CMR 1.02: *Informal/Fair Hearing Rules* and M.G.L.c. 30 A. Any party may be represented by legal counsel. All parties shall be permitted to present an opening statement, testify on their own behalf, cross-examine all witnesses, present any relevant witness testimony, present any relevant documentary evidence, and offer a closing argument. The commission's Division of Licensing may question any witness and include any records kept by the commission as exhibits. The Division of Licensing may conclude the hearing at any time and issue a decision based on the evidence presented.~~

~~If a school does not appear for the hearing, the commissions Division of Licensing may conduct a hearing in its absence and render a decision based upon the evidence presented, but only after making a finding that the school was provided notice as required by 205 CMR 137.06(7).~~

~~The commission's Division of Licensing may designate a hearing officer to convene a hearing and either make a recommendation or issue a decision on its behalf.~~

~~(9) Subpoenas. The commission's Division of Licensing may issue a subpoena in accordance with M.G.L. c. 30A, § 12 requiring the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence or documents, relating to any matter in question in the proceeding.~~

~~(10) Decisions and Discipline of License and Registration Holders. The commission's Division of Licensing shall issue a written decision after the hearing. Decisions shall be issued in a reasonably prompt manner. The Division of Licensing may suspend the certification of a school for a fixed period of time, revoke a certification permanently, or issue a reprimand to the school. In conjunction with or in *Lieu* of these disciplinary measures, the Division of Licensing may assess a fine pursuant to M.G.L. c. 23K, § 4(15), and recoup the costs of investigation. A school that has its certification revoked may apply in writing to the commission for reinstatement no sooner than five years from the date of the revocation.~~

~~(11) Appeals.~~

- ~~a) Any person aggrieved by a decision of the commission's Division of Licensing may, in writing, request review of said decision by the commission. The filing of such a petition shall not serve to stay any disciplinary action taken by the Division of Licensing.~~
- ~~b) Upon the filing of a petition in accordance with 205 CMR 137.06(11)(a) the commission may review such decision at its discretion. Such review is an administrative review that shall be based solely on the administrative record and is not to be construed as a second hearing on the same complaint(S). After review, the commission may either deny the petition or remand the matter to the commission's Division of Licensing for further proceedings as directed. The filing of an appeal with the commission shall serve to toll the timing provisions of M.G.L. c. 30A, § 14 until such time as a final decision is rendered by the commission.~~
- ~~c) Any person aggrieved by a decision of the commission's Division of Licensing or the commission may appeal such decision in conformance with M.G.L. c. 30A, § 14.~~

TITLE 205: MASSACHUSETTS GAMING COMMISSION  
CHAPTER 138.00: UNIFORM STANDARDS OF ACCOUNTING PROCEDURES AND  
INTERNAL CONTROLS

138.07: ~~Internal Controls A: (Reserved)~~ Administrative Action

(1) Grounds for Action. A gaming licensee may be conditioned, suspended, or revoked, or a civil administrative penalty assessed, if it is determined that the gaming licensee has:

- a) failed to abide by any provision of 205 CMR 138.00: *Uniform Standards of Accounting Procedures and Internal Controls*;
- b) failed to abide by any provision of M.G.L. c.23K related to internal controls;
- c) failed to abide by any provision of the gaming licensee's system of internal controls approved in accordance with 205 CMR 138.02.

(2) Finding and Decision. If the Bureau finds that a gaming licensee has violated a provision of 205 CMR 138.07(1), it may issue a written notice of decision recommending that the commission suspend, revoke, and or condition said gaming licensee. Either in conjunction with or in lieu of such a recommendation, the Bureau may issue a written notice assessing a civil administrative penalty upon said licensee. Such notices shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision.

(3) Civil administrative penalties. The Bureau may assess a civil administrative penalty on a gaming licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 138.07(1).

(4) Review of Decision. A recommendation made by the Bureau to the commission that a gaming license be conditioned, suspended or revoked shall proceed directly to the commission for review in accordance with 205 CMR 101.01. If the gaming licensee is aggrieved by a decision made by the Bureau to assess a civil administrative penalty in accordance with 205 CMR 138.07(2) and (3), it may request review of said decision in accordance with 205 CMR 101.00: M.G.L. c.23K: *Adjudicatory Proceedings*.

205 CMR: MASSACHUSETTS GAMING COMMISSION  
205 CMR 152.00: INDIVIDUALS EXCLUDED FROM A GAMING ESTABLISHMENT

152.04: Investigation and Initial Placement of Names on the List

\*\*\*

(4) If a request for a hearing is received from the individual, a hearing shall be scheduled before a hearing officer and notice of such, including the date, time, and issue to be presented, shall be sent to the individual. The hearing shall be conducted in accordance with 205 CMR 101.02: *Review of Orders or Civil Administrative Penalties/Forfeitures Issued by the Bureau, Commission Staff, or the Racing Division*. If the hearing officer finds that the individual meets one or more criterion for inclusion on the list in accordance with 205 CMR 152.03 the individual's name shall be placed on the exclusion list. If the hearing officer finds that the individual does not meet any criterion for inclusion on the list, the individual's name shall not be placed on the list and the matter closed.

152.06: Duty of Gaming Licensee

\*\*\*

~~(6) The commission may revoke, limit, condition, suspend or fine a gaming licensee if it knowingly or recklessly fails to exclude or eject from its gaming establishment any individual placed by the commission on the list of excluded persons.~~

\*\*\*

152.07: Petition to Remove Name from Exclusion List

(1) An individual who has been placed on the list in accordance with 205 CMR 152.00 may petition the commission in writing to request that their name be removed from the list. Except in extraordinary circumstances, such a petition may not be filed sooner than five years from the date an individual's name is initially placed on the list.

(2) The individual shall state with particularity in the petition the reason why the individual believes they no longer satisfy one or more criterion for inclusion on the list in accordance with 205 CMR 152.03.

(3) The commission shall schedule a hearing on any properly filed petitions ~~and provide written notice to the petitioner identifying the time and place of the hearing. Such a hearing shall be conducted~~ in accordance with 205 CMR 101.00: *M.G.L. c. 23K Adjudicatory Proceedings*.

\*\*\*

### 152.08: Forfeiture of Winnings

\*\*\*

(3) If an individual wishes to contest the forfeiture of winnings or things of value, the individual may request a hearing in writing with the commission within 15 days of the date of the forfeiture. The request shall identify the reason why the winnings or things of value should not be forfeited. ~~The commission shall schedule a hearing on such request and provide notice to the petitioner.~~ A hearing shall be conducted in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings* to determine whether the subject funds were properly forfeited in accordance with 205 CMR 152.08.

\*\*\*

### 152.09: Sanctions Against a Gaming Licensee

- (1) Grounds for Action. A gaming license may be conditioned, suspended, or revoked, and/or the gaming licensee assessed a civil administrative penalty if the Bureau finds that a gaming licensee has:
  - a) knowingly or recklessly fails to exclude or eject from its premises any individual placed on the list of excluded persons. Provided, it shall not be deemed a knowing or reckless failure if an individual on the exclusion list shielded their identity or otherwise attempted to avoid identification while present at a gaming establishment; or
  - b) failed to abide by any provision of 205 CMR 152.00: *Individuals Excluded from a Gaming Establishment*, M.G.L. c.23K, §45, the gaming licensee's approved written policy for compliance with the exclusion list program pursuant to 205 CMR 152.06(5), or any law related to the exclusion of patrons in a gaming establishment.
- (2) Finding and Decision. If the Bureau finds that a gaming licensee has violated a provision of 205 CMR 152.09(1), it may issue a written notice of decision recommending that the commission suspend, revoke, and or condition said gaming licensee. Either in conjunction with or in lieu of such a recommendation, the Bureau may issue a written notice assessing a civil administrative penalty upon said licensee. Such notices shall be provided in writing and contain a factual basis and the reasoning in support the decision including citation to the applicable statute(s) or regulation(s) that supports the decision.
- (3) Civil administrative penalties. The Bureau may assess a civil administrative penalty on a gaming licensee in accordance with M.G.L. c.23K, §36 for a violation of 205 CMR 152.09(1).
- (4) Review of Decision. A recommendation made by the Bureau to the commission that a gaming license be conditioned, suspended or revoked shall proceed directly to the commission for review in accordance with 205 CMR 101.01. If the gaming licensee is

aggrieved by a decision made by the Bureau to assess a civil administrative penalty in accordance with 205 CMR 152.09(2) and (3), it may request review of said decision in accordance with 205 CMR 101.00: *M.G.L. c.23K Adjudicatory Proceedings*.

DRAFT



*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 to 205 CMR 138.00: Uniform Standards of Accounting Procedures and Internal Controls. Specifically, **205 CMR 138.62; Payment of Table Game Progressive Payout Wagers; Supplemental Wagers Not Paid from the Table Inventory** was added as a new section; notice of which was filed this day with the Secretary of the Commonwealth. This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The proposed new section is an internal control related to table game progressive equipment and procedures. 205 CMR 138.00 is largely governed by G.L. c.23K, §4(28), 5, and 25(d), 27 and 28.

As this amendment applies to the gaming establishments, it is unlikely to have an impact on small businesses. In accordance with G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

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

As a general matter, no small businesses are subject to this regulation.

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

There are no projected reporting, recordkeeping or other administrative costs required for small businesses to comply with this regulation or the proposed new section therein.

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

Both performance and design standards are necessary in this regulation to ensure requirements are achieved relative to the accuracy of the financial and administrative operations of the casinos.

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.



Massachusetts Gaming Commission

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 new small businesses. The proposed regulation is designed to effectuate those intentions and growth.

Massachusetts Gaming Commission

By:

---

Shara Bedard  
Paralegal

Dated: March 15, 2018



Massachusetts Gaming Commission



205 CMR 138.00: UNIFORM STANDARDS OF ACCOUNTING PROCEDURES AND  
INTERNAL CONTROLS

138.62: Payment of Table Game Progressive Payout Wagers; Supplemental Wagers Not Paid from  
the Table Inventory

If a gaming licensee offers at its table games one or more progressive jackpots that increase in value as the game is played based upon a set rate of progression and the jackpot is awarded to a patron when a specific result or outcome is achieved, the system of internal controls submitted by a gaming licensee in accordance with 205 CMR 138.02 shall include policies and protocols as provided by 205 CMR 143.02: *Progressive Gaming Devices*.



*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 143.00: Gaming Devices and Electronic Gaming Equipment. Specifically, **205 CMR 143.02: Progressive Gaming Devices**; notice of which was filed this day with the Secretary of the Commonwealth. This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth, and is largely governed by G.L. c.23K, §§4(28) and 5. 205 CMR 143.02 contains amendments to the Commission’s adoption of a particular technical standard to ensure that the standard applies to progressive devices used at table games as well as at slot machines.

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 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 gaming licensees.

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

These regulations do not implicate a design or performance standard for small businesses.

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.



Massachusetts Gaming Commission

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

The proposed amendments to the regulation are not likely to deter or encourage the formation of new businesses in the Commonwealth.

Massachusetts Gaming Commission

By:

---

Shara Bedard  
Paralegal

Dated: \_\_\_\_\_



Massachusetts Gaming Commission

205 CMR 143.00: GAMING DEVICES AND ELECTRONIC GAMING EQUIPMENT

143.02: Progressive Gaming Devices

- (1) A gaming licensee and gaming device vendor shall comply with and the Commission adopts and incorporates by reference *Gaming Laboratories International, LLC Standard GLI-12: Progressive Gaming Devices in Casinos*, version 2.1, released September 6, 2011, subject to the following amendments:
- (a) Delete section 1.1.
  - (b) Delete section 1.2.
  - (c) Delete section 1.3.2.
  - (d) Delete section 1.4.
  - (e) Add the following after 2.4.2(a): “(b) No progressive meter(s) shall be turned back to a lesser amount unless:
    1. The amount indicated has been paid to a winning patron;
    2. The progressive jackpot amount won by the patron has been recorded in accordance with a gaming licensee’s system of internal controls;
    3. The change is necessitated by a slot machine or meter(s) malfunction, in which case for wide area progressive jackpots an explanation shall be entered on the Progressive Summary Report described in GLI-12 section 3.2.9(a) and the Commission shall be informed; and
    4. The patron has opted to risk the progressive award as permitted by the rules of the slot machine game or table game; or
    5. The jackpot has been removed or transferred in a manner consistent with Commission rules and 205 CMR 143.02(f).
  - (f) Delete the last sentence of section 2.5.9 and replace with: “Such access shall be detailed in the gaming licensee’s approved system of internal controls in accordance with 205 CMR 138.53 and 205 CMR 138.62 and shall, at a minimum, incorporate the following requirement. The external progressive controller and/or bank controller shall be in a location approved by the Commission in a compartment or cabinet which has two separate locking mechanisms. One locking mechanism shall be maintained and controlled by the security department and the second locking mechanism shall be maintained and controlled by the slot department. Whenever the progressive controller and/or bank controller has been accessed, written notification shall be provided to the Commission.” Alternative measures that achieve the same level of security concerning access to the progressive and/or bank controllers may be substituted for two separate locking mechanisms upon submission to and approval by the Commission.
  - (g) Delete in section 2.5.14 the words “local Internal Control procedures” and add the following: “following requirements: A gaming licensee may transfer a progressive jackpot amount on a stand-alone slot machine, stand-alone table game, or a local area progressive with a common progressive meter from the gaming area, provided the gaming licensee receives written approval from the IEB prior to the transfer, and the accrued amount minus the seed amount of the progressive jackpot is:
    1. Transferred in its entirety; and
    2. Transferred to one of the following:

- a. The progressive meter for a slot machine or table game with the same or similar probability of winning the progressive jackpot, the same or lower wager requirements to be eligible to win the progressive jackpot, and the same type of progressive jackpot (cash, annuity, annuity/cash option or a combination/alternate jackpot) as the slot machine or table game from which the jackpot is being transferred; or
  - b. The progressive meters of two or more slot machines or table games provided that each slot machine or table game to which the jackpot is transferred individually, satisfies the requirements of 205 CMR 143.02(1)(e)2.a. Further, notice of intent to transfer the progressive jackpot, which shall be subject to approval by the IEB, shall be conspicuously displayed on the front of each applicable slot machine or table game for at least ten days in advance of the transfer.”
- (h) Add the following after section 3.1.1: “Gaming licensees may operate multi-site progressive gaming devices, also known as wide area progressives (WAP). WAPs shall consist of networks of linked gaming devices within Massachusetts and/or between Massachusetts and other casinos licensed in other states of the United States. This section shall apply to WAPs used at both slot machines and table games.
1. Each WAP shall be operated and administered: By the participating gaming establishments in accordance with the terms of a written slot system agreement that has been executed by each participant and filed and approved by the Commission; or
  2. The person designated in a slot system agreement responsible for the operation and administration of a WAP shall be referred to as a slot system operator and shall be licensed under 205 CMR 143.00 as a gaming vendor primary.
    - a. More than one slot system operator may be involved in the operation and administration of WAP. A slot system operator may be involved in the operation and administration of more than one WAP.
    - b. An agreement between a slot system manufacturer and a casino licensee pursuant to which the slot system manufacturer agrees to sell, lease, or service, but not operate or administer WAP components, shall not be considered a slot system agreement. A separate agreement may be entered between the slot system manufacturer and each casino licensee participating in the WAP.
  3. Each slot system agreement shall specifically identify and describe the role, authority, and responsibilities of each participating casino and each slot system operator in the conduct of the WAP. The agreement shall comply with GLI-12 or specifically identify where it deviates from the GLI-12 standards. The agreement shall include the following:
    - a. A description of the WAP, including the process by which significant decisions that affect the operation of the game are approved and implemented by each casino or slot system operator;
    - b. If applicable, the casino or slot system operator responsible for establishing and serving as trustee of a trust for a WAP offering an annuity jackpot;
    - c. The casino or slot system operator initially responsible for the funding and payment of all jackpots, fees, and taxes associated with the operation of the WAP; and

- d. The casino or slot system operator responsible for generating, maintaining and filing all records and reports required by M.G.L. c. 23K and any applicable rules or regulations of the Commission.
- e. The method to ensure accurate accounting of all contributions;
- f. The method to ensure that each participating state's tax laws are adhered to; Said method to include a description for determining the *pro rata* share of a system payout for purposes of gross revenue deductibility and its method for determining the proportionate share of gaming taxes and fees owed by the operator to the casino. In calculating gross gaming revenue, a casino may deduct its *pro rata* share of a payout from a game played in a WAP system. The amount of the deduction must be determined based upon the written agreement among the licensed gaming establishments participating in the WAP system and the operator of the system. All cash prizes and the value of noncash prizes awarded during a contest or tournament conducted in conjunction with a WAP system are also deductible on a *pro rata* basis, to the extent of the compensation received for the right to participate in that contest or tournament. The deductions may be taken only by those participating licensed gaming establishments that held an active gaming license at any time during the month in which the payout was awarded.
- g. Procedures to address dispute resolution;
- h. Procedures to accept additional participants once the link is established in casinos of more than one state;
- i. Procedures to ensure the multistate progressive system operator is credentialed in all participating states;
- j. The method for withdrawal from the WAP, including the specific method in which progressive values are transferred when removing or replacing machines. At the minimum, said method should account for the transfer of jackpots, less the reset value, to other progressive slot machine jackpots of similar progressive wager and probability at the same facility within 30 days from the removal date. In the event that a similar progressive jackpot at the same facility is unavailable, other transfers shall be allowed. A Commission representative shall be notified in writing prior to a removal or transfer.
- k. Multistate progressive system parameter requirements including:
  - i. Maximum odds for obtaining the multistate jackpot;
  - ii. The base amount of the multistate jackpot award;
  - iii. The rest amount of the multistate jackpot award;
  - iv. The rate of increment of the multistate jackpot award;
  - v. The hidden rate, which means the increment rate for one or more reserve pools used to fund the next reset amount when applicable;
  - vi. The minimum wager required to qualify for the progressive jackpot; and
  - vii. Any other parameter as may be required in order to ensure the proper accounting and auditing of the multistate progressive system.
- l. Procedures for the independent reconciliation of the multistate jackpot amount when won.
- m. Each gaming licensee or slot system operator seeking approval to participate in a WAP shall confirm to the Commission that they have in place a system of

accounting and internal controls that satisfy the requirements of M.G.L. c. 23K and any applicable rules or regulations concerning the operation of slot machines and WAPs. The internal controls shall include a list of each employee serving in a slot system operator position title.

- n. Each WAP shall be controlled and operated from a computer monitoring room subject to inspection by the Commission. The computer monitoring room for a WAP shall:
    - i. Be under the sole possession and control of, and maintained and operated by, employees of the slot system operator designated in the slot system agreement for that slot system;
    - ii. Have continuous surveillance coverage of the operation of the slot system and its equipment in a manner approved by the Commission. Said surveillance coverage shall include the secure retention of recordings for a period of no less than 30 days or for such longer period if requested by the Commission if particular recordings are determined to hold evidentiary value;
    - iii. Have a Computer Monitoring Room Entry Log, which the Log shall be:
      - (i). Kept in the computer monitoring room;
      - (ii). Maintained in a book with bound numbered pages that cannot be readily removed or in an electronic format as approved by the Commission; and
      - (iii). Signed by each person whose presence is not expressly authorized and identified in the internal controls of the computer monitoring room slot system operator, with each Log entry containing, at a minimum, the following information:
        - The date and time entering the computer monitoring room;
        - The entering person's name, his or her department and employer and, if applicable, his or her employee license number;
        - The reason for entering the computer monitoring room;
        - The name of the person authorizing the person's entry into the computer monitoring room;
        - The date and time of exiting the computer monitoring room;
        - Be readily accessible to Commission personnel 24 hours a day;
        - Be housed in a facility approved by the Commission that is owned or leased by a slot system operator;
        - Be designed in a manner that assures that the multi-casino progressive slot system shall not be disrupted."
- (i) Add the following after "Initial laboratory testing" in section 3.1.2(a) and "set up are tested" in section 3.1.2(b): "in accordance with 205 CMR 144.04."
  - (j) From section 3.4.1, delete "the gaming regulator shall adopt procedures for" and replace it with "each player shall be entitled to."



*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 to 205 CMR 146.00: Gaming Equipment. Specifically, **205 CMR 146.63: Progressive Wager Equipment**; notice of which was filed this day with the Secretary of the Commonwealth. This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. These amendments address progressive wager equipment as it pertains to table games. 205 CMR 146.00 is largely governed by M.G.L. c. 23K, §§ 4(28), and 5.

These amendments apply directly to gaming licensees as well as equipment manufacturers and vendors. To the extent that a manufacturer or vendor is a small business, these regulations may impact 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:

To the extent that an equipment manufacturer or vendor is a small business, they may be impacted by this regulation.

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 this regulation that would affect small businesses.

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

Although equipment standards must be prescriptive in nature to provide uniform process to all, this regulation does not implicate further design or performance standards.

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.



Massachusetts Gaming Commission



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 new small businesses. The proposed regulation is designed to effectuate those intentions and growth.

Massachusetts Gaming Commission  
By:

---

Shara Bedard  
Paralegal

Dated: \_\_\_\_\_



Massachusetts Gaming Commission

205 CMR 146.00: GAMING EQUIPMENT

146.63: Table Game Progressive wager equipment

- (1) To the extent not specifically provided for in this section or in 143.02: *Progressive Gaming Devices*, if a gaming licensee offers an approved progressive wager for any game authorized pursuant to 205 CMR 147: *Uniform Standards of Rules of the Games*, the table layout for such game shall have designated areas for the placement of the progressive wager and may include other equipment as approved by the Bureau including but not limited to:
  - (a) A separate acceptor device for the placement of a progressive wager, each of which shall have a light which shall illuminate upon placement and acceptance of a gaming chip;
  - (b) A method to ensure that only one progressive wager is made per person, per round of play;
  - (c) A sign describing the winning wagers and the payouts to be awarded on winning progressive wagers at a location on the table, or within a reasonable distance from the table such that a patron can easily read it;
  - (d) A table controller panel which shall be equipped with a “lock-out” button which, once activated by the dealer, will prevent any player’s gaming chips from being recognized in the acceptor device; and
  - (e) A mechanical, electrical, or electronic table inventory return device which shall permit all gaming chips deposited into the acceptor devices to be collected and immediately returned to a designated area within the table inventory container prior to the dealing of a hand. The table inventory return device shall be designated and constructed to contain any feature the IEB may require to maintain the security and integrity of the game. The procedures for the operation of all functions of the table inventory return device shall be submitted to the IEB.

146.59: Criss-Cross Poker table physical characteristics.

- (1) Criss-Cross Poker shall be played at a table having betting positions for no more than six players on one side of the table and a place for the dealer on the opposite side of the table. A true-to-scale rendering and a color photograph of the layout(s) shall be submitted to the Bureau prior to utilizing the layout design.
- (2) The layout for a Criss-Cross Poker table shall contain, at a minimum:
  - (a) The name or trade name of the gaming licensee.
  - (b) Five separate betting areas for each player designated for the placement of the Ante Across and Ante Down Wagers and the Across, Down and Middle Bets.
  - (c) Five separate areas designated for the placement of the five community cards. The area for the community cards must form a cross with one box furthest from the table inventory container, three boxes in the center row and one box directly in front of the table inventory container.
  - (d) If the licensee offers the optional Five Card Bonus Wager, a separate area designated for the placement of the Five Card Bonus Wager for each player.
  - (e) Inscriptions that advise patrons of the payout odds or amounts for all permissible wagers offered by the licensee. If payout odds or amounts are not inscribed on the layout, a sign identifying the payout odds or amounts for all permissible wagers shall be posted at each Criss-Cross Poker table.
  - (f) If the licensee establishes a payout limit per player per round, inscriptions that advise patrons of the payout limit. If the limit is not inscribed on the layout, a sign identifying the payout limit shall be posted at each Criss-Cross Poker table.
  - (g) Each Criss-Cross Poker table must have a drop box and a tip box attached on the same side of the table as, but on opposite sides of, the dealer as approved by the on-site Bureau office. The Bureau may approve an alternative location for the tip box when a card shuffling device or other table game equipment prevents the placement of the drop box and tip box on the same side of the gaming table as, but on opposite sides of, the dealer.
- (3) Each Criss-Cross Poker table must have a discard rack securely attached to the top of the dealer's side of the table.



*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 to 205 CMR 146.00: Gaming Equipment. Specifically, **205 CMR 146.58: Crazy 4 Poker Table; Physical Characteristics, and 205 CMR 146.59: Criss Cross Poker Tables; Physical Characteristics**; notice of which was filed this day with the Secretary of the Commonwealth. This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The amendments include a cite change, and a new section that outlines the standards applicable to the equipment used in a specific table game offered for play in a gaming establishment. 205 CMR 146.00 is largely governed by M.G.L. c. 23K, §§ 4(28), and 5.

These amendments apply directly to gaming licensees as well as equipment manufacturers and vendors. To the extent that a manufacturer or vendor is a small business, these regulations may impact 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:

To the extent that an equipment manufacturer or vendor is a small business, they may be impacted by this regulation.

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 this regulation that would affect small businesses.

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

Although equipment standards must be prescriptive in nature to provide uniform process to all, this regulation does not implicate further design or performance standards.

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:

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 new small businesses. The proposed regulation is designed to effectuate those intentions and growth.

Massachusetts Gaming Commission

By:

---

Shara Bedard  
Paralegal

Dated: March 15, 2018



Massachusetts Gaming Commission

205 CMR 146.00: GAMING EQUIPMENT

146.58: Crazy 4 Poker Table; Physical Characteristics

- (1) Crazy 4 poker shall be played on a table having positions for no more than six players on one side of the table and a place for the dealer on the opposite side. A true-to-scale rendering and a color photograph of the layout(s) shall be submitted to the Bureau prior to utilizing the layout design.
- (2) The layout for a Crazy 4 poker table shall contain, at a minimum:
  - (a) The name or trade name of the gaming licensee;
  - (b) Separate designated betting areas at each betting position for the placement of the Ante, Play, Super Bonus and Queens Up Wagers for each player. The Super Bonus betting area must be located to the right of the Ante Wager betting area and be separated by an “=” symbol;
  - (c) If the licensee offers either the Four or Five-Card Progressive Payout Wager authorized under Section 7 of the Authorized Rules of the Game for Crazy 4 Poker, a separate area designated for the placement of the Progressive Payout Wager for each player;
  - (d) If a licensee offers the Five Card Hand Bonus Wager authorized under Section 7 of the Authorized Rules of the Game for Crazy 4 Poker, each betting position must contain an electronic wagering system for the placement of the Five Card Hand Bonus Wager;
  - (e) An inscription identifying the payout odds for all authorized wagers or a sign identifying the payout odds or amounts for all permissible wagers posted at each Crazy 4 Poker table;
  - (f) Inscriptions that advise patrons of the following:
    - (i) The best four-card hand plays.
    - (ii) The dealer qualifies with a king or better.
    - (iii) A player who has a pair of aces or better may place a Play Wager in an amount up to three times the player's Ante Wager.
    - (iv) The player's Super Bonus Wager shall be returned if the player beats or ties the dealer with a hand that is not a straight or better.
- (4) Each Crazy 4 poker table shall have a drop box and a tip box attached to it on the same side of the table as, but on opposite sides of the dealer.
- (5) If the gaming licensee offers either a Four or Five-Card Progressive Payout Wager in accordance with Section 7 of the Authorized Rules of the Game for Crazy 4 Poker, the Crazy 4 Poker table must have a progressive table game system, in accordance with 205 CMR 143.02 for the placement of Progressive Payout Wagers. If the gaming licensee is offering a Progressive Payout Wager on multiple linked tables or games in the same gaming establishment, the progressive table game system must comply with 205 CMR 143.02. The progressive table game system must include:
  - (a) A wagering device at each betting position that acknowledges or accepts the placement of the Progressive Payout Wager; and

(b) A device that controls or monitors the placement of Progressive Payout Wagers at the gaming table, including a mechanism, such as a lock-out button, that prevents the recognition of any Progressive Payout Wager that a player attempts to place after the dealer has announced “no more bets.”

(6) If the gaming licensee offers the Five Card Hand Bonus Wager authorized under Section 7 of the Authorized Rules of the Game for Crazy 4 Poker, the Crazy 4 Poker table must have a table game system, in accordance with 205 CMR 138.62 and an electronic wagering system in accordance 205 CMR 146.463. Each betting position must contain an electronic wagering system for the placement of the Five Card Hand Bonus Wager. The system must include a mechanism, such as a lockout button, that prevents the placement of any Five Card Hand Bonus Wagers that a player attempts to place after the dealer has begun dealing the cards. If the certificate holder is offering a Five Card Hand Bonus Wager on multiple linked tables or games in the same gaming establishment, the progressive table game must comply with 205 CMR 143.02.



*Legal Division*

## **AMENDED SMALL BUSINESS IMPACT STATEMENT**

The Massachusetts Gaming Commission (“Commission”) hereby files this amended Small Business Impact Statement in accordance with G.L. c.30A, §5 relative to the proposed amendments to **205 CMR 138.10: Jobs Compendium Submission**, for which a public hearing was held on April 12, 2018.

205 CMR 138.00 was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. The amendments in section 138.10 will work in conjunction with a new protocol for determining a registration and licensure requirement for employees of gaming establishments. This regulation is largely governed by G.L. c. 23K §§ 4(28), and 5.

These amendments apply solely to licensees and their employees. Therefore, it is unlikely that they will impact any small businesses.

In accordance with G.L. c.30A, §5, the Commission offers the following responses on whether any of the following methods of reducing the impact of the proposed regulation on small businesses would hinder achievement of the purpose of the proposed regulation:

1. Establishing less stringent compliance or reporting requirements for small businesses:

There are no compliance or reporting requirements for small businesses imposed by this regulation or the proposed amendments.

2. Establishing less stringent schedules or deadlines for compliance or reporting requirements for small businesses:

There are no schedules or deadlines for compliance or reporting requirements for small businesses imposed by this regulation or the proposed amendments.

3. Consolidating or simplifying compliance or reporting requirements for small businesses:

As no reporting requirements are imposed for any small businesses, consolidation or simplifying compliance would not apply.

4. Establishing performance standards for small businesses to replace design or operational standards required in the proposed regulation:



Massachusetts Gaming Commission



No performance or design standards for small businesses are required in this regulation or the proposed amendments therein.

5. An analysis of whether the proposed amendments are likely to deter or encourage the formation of new businesses in the Commonwealth:

These amendments will not have any impact on the formation of small businesses in the Commonwealth.

6. Minimizing adverse impact on small businesses by using alternative regulatory methods:

These amendments do not create any adverse impact on small businesses.

Massachusetts Gaming Commission  
By:

---

Shara Bedard  
Paralegal

Dated: \_\_\_\_\_



Massachusetts Gaming Commission



*Division of Racing*

TO: Stephen Crosby, Chairman  
Gayle Cameron, Commissioner  
Eileen O'Brien, Commissioner  
Bruce Stebbins, Commissioner  
Enrique Zuniga, Commissioner

FROM: Alexandra Lightbown, Director of Racing

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

DATE: April 9, 2018

RE: Standardbred Owners of Massachusetts Recognition

---

Dear Commissioners:

In accordance with Massachusetts General Law Chapter 128, Section 2 (j), the Standardbred Owners of Massachusetts, Inc. (SOM) has requested they be approved as the group of representative Standardbred breeders to administer the Massachusetts Standardbred breeding program and the Sire Stakes races for 2018.

**Recommendation: That the Commission approve the request of the Standardbred Owners of Massachusetts, Inc. to be recognized as the group of representative Standardbred breeders to administer the Massachusetts Standardbred breeding program and the Sire Stakes races for 2018.**



Massachusetts Gaming Commission



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

March 26, 2018

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

Dear Director Lightbown,

Standardbred Owners of Massachusetts, Inc. respectfully requests approval to be recognized as the duly organized representative group of standardbred breeders to administer the Massachusetts Standardbred Breeding program and Sire Stake races in accordance with Massachusetts General Law Chapter 128, sec. 2(j) for the upcoming 2018 season.

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

Sincerely,

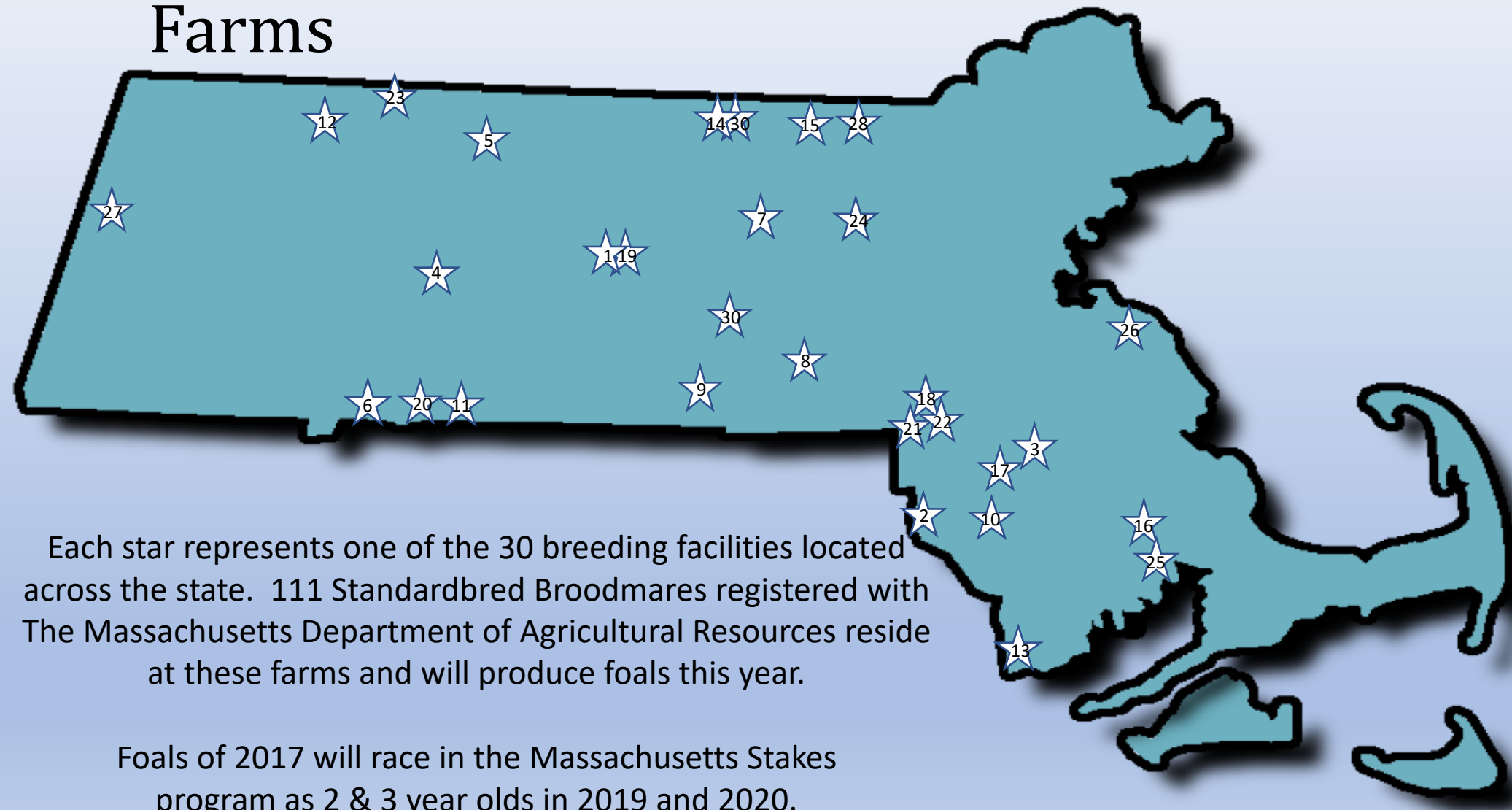
*Nancy Longobardi*

Nancy Longobardi  
Secretary / Treasurer

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

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

# Massachusetts Standardbred Breeding Farms



	Farm	Town
1	Ash Lane Farm	New Braintree
2	Briar Hill Farm	Rehoboth
3	Cordon Bleu Farm	Raynham
4	Courtlin Farm	Belchertown
5	Crimson Acres	Orange
6	D&D Performance Horses	Agawam
7	Dickson Farm	Princeton
8	Flynn Farm	Grafton
9	Four Winds Farm	Oxford
10	Grandview Farm	Dighton
11	Great Horse	Hampden
12	Greenfield Fairgrounds	Greenfield
13	Karal Ranch	Westport
14	Lafreniere Farm	Winchendon
15	Krikorian Stables	West Townsend
16	Legacy Stable	Middleboro
17	Linden Ledge Farm	Taunton
18	Longobardi Farm	Norfolk
19	Malin Farm	New Braintree
20	Masconette Farm	East Longmeadow
21	Mike Mullane Farm	Plainville
22	Ralph Andersen Stable	Wrentham
23	Ray Barnes Farm	Northfield
24	Richards Farm	Leominster
25	Rolling Meadow Farm	Rochester
26	Seahorse Farm	Scituate
27	Sebring Stables	Pittsfield
28	Sugar Maple Farm	Pepperell
29	Todd O'Dea Stable	Winchendon
30	Witkowski Farm	Leicester

Each star represents one of the 30 breeding facilities located across the state. 111 Standardbred Broodmares registered with The Massachusetts Department of Agricultural Resources reside at these farms and will produce foals this year.

Foals of 2017 will race in the Massachusetts Stakes program as 2 & 3 year olds in 2019 and 2020.

Purses paid in 2017 in state- or regionally-restricted added-money stakes races

State or Province	State-restricted purses paid in 2017
New York	\$16,778,616
Ohio	\$16,228,159
Pennsylvania	\$16,101,234
Ontario	\$10,576,956
Indiana	\$10,479,942
Illinois	\$4,178,968
Delaware	\$3,310,400
Kentucky	\$3,076,200
New Jersey	\$1,956,300
Maryland	\$1,900,724
Maine	\$1,852,940
Massachusetts	\$1,453,283
Alberta	\$1,254,510
Iowa	\$1,199,925
Prince Edward Island	\$972,807
Florida	\$910,965
Michigan	\$895,685
Minnesota	\$865,000
Quebec	\$848,412
British Columbia	\$708,003
Nova Scotia	\$435,616
Virginia	\$350,512
California	\$212,485
Manitoba	\$40,896

These numbers should be considered an approximation, based on research of the existing conditions of the race when available. Events with a Canadian- owned or sired restriction were not counted toward state or province totals.



[Home](#) [Rules & Regs](#) [News](#) [Gallery](#) [Resources](#) [Contact Us](#)

[About](#) [Membership](#) [Forms](#) [2018 Sire Stake Race Schedule](#) [Results](#)

[Broodmares](#) [Stallions](#) [Three Year Olds](#) [Two Year Olds](#) [Yearlings](#)



## Standardbred Owners of Massachusetts, Inc.

The Standardbred Owners of Massachusetts, Inc. is the representative organization of Standardbred Breeders authorized by the Massachusetts Gaming Commission to administer the Massachusetts Standardbred Breeding Program and Sire Stakes. The mission of SOM, Inc. is to unite and represent the interests of Massachusetts Standardbred Breeders.

On this site you will find information pertaining to stallion, broodmare and yearling registration, membership, eligibility, rules & regulations, payments, fees, payment forms and announcements.



[Sire Stakes](#)



[Payments Due](#)



[News](#)







# Attention Broodmare Owners Massachusetts Sire Stakes

**This is your chance to cash in!**

Casino income has substantially increased *Massachusetts Sire Stakes* purses. In 2017 three preliminary legs and the finals raced for more than \$1.4 million.

**Purses for 2018 are projected to increase again!**

Send your broodmare to Massachusetts by **December 1, 2018** to foal out in MA. Her foal becomes eligible for the *Massachusetts Sire Stakes*, as well as the state in which she was bred.

For more information, contact Nancy Longobardi at **774.571.1433** or **njlongobardi@verizon.net**



Congratulations  
to all of this years  
**Dan Patch Award**  
winners and  
honorees.



Fastest growing statebred program in America!

[www.sominc.net](http://www.sominc.net)





[USTA Home](#) > [News Home](#) > Big Man Ev, Ducharme trainees shine in MASS

## Big Man Ev, Ducharme trainees shine in MASS

Monday, November 06, 2017 - by Tim Bojarski, for the Standardbred Owners of Massachusetts



**Plainville, MA**---More records were broken as the best state-bred Standardbreds convened one more time for the \$720,000 finals of the Massachusetts Sire Stakes (MASS) at Plainridge Park on Monday afternoon (Nov. 6). 46 horses competed in eight-\$90,000 divisions and generated some impressive miles as a result.



Tom Melanson photo

The best performance of the day was undoubtedly put forth by Big Man Ev ([Chapter Seven](#) - Possessed By Lindy) in the 3-year-old trotting colts and geldings division. After chasing fast fractions set by Muscles Jared ([Muscle Massive](#) - Tetiana) driver Steve Smith pulled the pocket at the top of the stretch and cruised right by to win by two-lengths in 1:53.3.

The time was a new lifetime mark for Big Man Ev as well as a new stake and track record, both of which were just set by him on October 2.

**Big Man Ev set a new lifetime mark, stake and track record with the 1:53.3 score.**

It was the ninth win of the year for Big Man Ev (\$2.60) who now has earned \$142,300 in 2017. Julie Miller trains the winner who is owned by the Andy Miller Racing Stable Inc., Lindy Racing Stable and Harvey Eisman. Lindy Racing Stable bred Big Man Ev.

Trainer George Ducharme had his stable ready to roll and three of his students got straight-A's and large checks for their efforts in Monday's finals with driver Chris Lems in tow.

In the 2-year-old trot for colts and geldings, Hashtagmadeyalook ([Chapter Seven](#) - Royalty Free) made it two wins in a row going gate to wire in 1:57 after seating Kinda Lucky Lindy ([Lucky Chucky](#) - Kinda Crazy Lindy) and keeping his closest competitor at bay the whole mile, eventually winning by a length and three-quarters.

Hashtagmadeyalook (\$4.00) who set the stake and track record for his age, sex and gait in the last leg boosted his earnings to \$77,550 today for owner and breeder Ray Campbell.



Bag O Chips (Sierra Kosmos - Heather Spur) won her fourth straight MASS outing this year, leading the entire way in the 2-year-old trotting fillies division to win in 1:58.2 by three-quarters of a length over stablemate Ithinkthatsmine (RC Royalty - Super Starlet), who tracked her the entire mile.

Bag O Chips (\$NB), who reset the stake and track record twice during the preliminary legs, now boasts \$93,100 on her card this year for owner Ray Campbell. Lindwood Farm of Pennsylvania bred Bag O Chips.

**Bag O Chips won her fourth straight MASS event in 1:58.2.**

Ducharme's third victory of the day came with Onanelwinas ([Archangel](#) - AnotherPennVleaze) in the 3-



*Division of Racing*

## MEMORANDUM

<b>TO:</b>	Massachusetts Gaming Commission / State Racing Division
<b>FROM:</b>	Douglas A. O'Donnell, Senior Financial Analyst
<b>SUBJECT:</b>	2016 Reimbursement of Unclaimed Tickets – Horse Tracks
<b>DATE:</b>	April 12, 2018

Under Chapter 139, Section 10 (live) and Section 20 (simulcasts), “subject to rules and regulations established by the Commission, the Commission shall deposit unclaimed wagers into the purse accounts of the racing meeting licensee that generated those unclaimed tickets”.

Sterling Suffolk Downs	\$217,714.67
Plainridge Racecourse	\$174,558.68

These funds have been submitted to the Commission and cleared, with your authorization and per your instruction, distribution will occur.



Massachusetts Gaming Commission

**STERLING SUFFOLK RACECOURSE, LLC  
OPERATING ACCOUNT**

112283

**112283**

MASS005	MASSACHUSETTS GAMING COMMISSIO	0081850	03/27/18					
0117875	2012 UNCLAIMED WAGES	03/07/14	\$285,130.35	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
0071636	14331D50016YOK65	03/31/14	\$285,130.35-	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
0131648	2016 UNCLAIMED WINNI	01/24/18	\$217,714.67	\$217,714.67	\$ .00	\$ .00	\$ .00	\$217,714.67



\$217,714.67      \$217,714.67      \$ .00      \$ .00      \$217,714.67



**STERLING SUFFOLK RACECOURSE, LLC  
OPERATING ACCOUNT**  
525 McClellan Highway  
East Boston, MA 02128



**112283**

**PAY** Two Hundred Seventeen Thousand Seven Hundred Fourteen Dollars And 6

<b>DATE</b>	<b>AMOUNT</b>
03/27/18	\$217,714.67

**TO THE  
ORDER  
OF**  
MASSACHUSETTS GAMING COMMISSIO  
RACING DIVISION  
101 FERDERAL ST 12TH FLOOR  
BOSTON MA 02110

*Paul Gajill.*

---



---



TOTALS: \$174,558.68 \$174,558.68 \$0.00 \$0.00 \$174,558.68

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Plainridge Park Casino

301 Washington Street  
Plainville, MA 02762

56-382/412

March 7, 2018

Amount

\$174,558.68

Pay One Hundred Seventy Four Thousand Five Hundred Fifty Eight Dollars and 68 Cents

Pay to the Order of:

Massachusetts Gaming Commission  
101 Federal Street 23rd Floor  
Boston, MA 02110



Peter Wamen





*Division of Racing*

## MEMORANDUM

<b>TO:</b>	Massachusetts Gaming Commission / State Racing Division
<b>FROM:</b>	Douglas A. O'Donnell, Senior Financial Analyst
<b>SUBJECT:</b>	2016 Reimbursement of Unclaimed Tickets – Dog Tracks
<b>DATE:</b>	April 12, 2018

Pursuant to Chapter 86 of the Acts of 2010 Section 14, subsection 18, amounts from unclaimed tickets ...by greyhound meeting licensee/s .... shall be dedicated to the Racing Stabilization Fund.

Wonderland Greyhound Park	\$20,514.54
Raynham/Taunton Greyhound	\$168,414.50

These funds have been submitted to the Commission and cleared, with your authorization and per your instruction, distribution will occur.



Massachusetts Gaming Commission

**STERLING SUFFOLK RACECOURSE, LLC  
OPERATING ACCOUNT**

112284

**112284**

MASS005	MASSACHUSETTS GAMING COMMISSIO 0081851	03/27/18					
0131649	UNCLAIMED 2016 WINNI 01/24/18	\$20,514.54	\$20,514.54	\$ .00	\$ .00	\$20,514.54	



\$20,514.54	\$20,514.54	\$ .00	\$ .00	\$20,514.54
-------------	-------------	--------	--------	-------------



**STERLING SUFFOLK RACECOURSE, LLC  
OPERATING ACCOUNT**  
525 McClellan Highway  
East Boston, MA 02128



**112284**

PAY Twenty Thousand Five Hundred Fourteen Dollars And 54 Cents

<b>DATE</b>	<b>AMOUNT</b>
03/27/18	\$20,514.54

TO THE  
ORDER  
OF

MASSACHUSETTS GAMING COMMISSIO  
RACING DIVISION  
101 FERDERAL ST 12TH FLOOR  
BOSTON MA 02110

*Paul Zjill*

---



---



FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

1409

**MASSASOIT GREYHOUND ASSN., INC.**  
**SPECIAL MUTUAL ACCOUNT**  
1958 Broadway  
P.O. Box 172  
Raynham, MA 02767-0172

3/2 2018  
19

PAY TO THE ORDER OF

Massachusetts Gaming Commission

\$ 168414.<sup>50</sup>

One Hundred Sixty-Eight Thousand Four Hundred Fourteen & 50/100

DOLLARS



[Redacted]

FOR

2016 OUSD

[Handwritten Signature]

AUTHORIZED SIGNATURE

[Redacted]

THIS DOCUMENT INCLUDES A SECURITY SCREEN ON BACK OF THE CHECK

FS

MP



*Division of Racing*

## MEMORANDUM

<b>TO:</b>	Massachusetts Gaming Commission / State Racing Division
<b>FROM:</b>	Douglas A. O'Donnell, Senior Financial Analyst
<b>SUBJECT:</b>	Local Aid Distribution
<b>DATE:</b>	April 12, 2018

In accordance with Section 18D of Chapter 58, local aid is payable to each city and town within which racing activities are conducted. Amounts are computed at .35 percent times amounts wagered during the quarter ended six months prior to the payment.

- Local Aid Quarterly Payment – March 31, 2018 \$259,955.01

With the Commission's authorization payments will be made to the appropriate cities and towns.



Massachusetts Gaming Commission



**Massachusetts Gaming Commission / State Racing Division**

Computation of Local Aid Distributions

Qtr ending 3/31/2018

	Total handles		Pay to
	July	Aug Sept	
<b>Suffolk Downs -</b>			
On track	14,779,222		
Exports	4,895,182		
TVG	15,400,507		
Xpress Bets	3,576,786		
Twin Spires	8,034,374		
NYRA Bets	3,019,240		
Total	<u>49,705,311</u>	<u>173,968.59</u>	Boston (2/3) & Revere (1/3)
<b>Plainridge -</b>			
On track	8,297,284		
Exports	8,367,294		
Hollywood Bets	932,889		
Total	<u>17,597,467</u>	<u>61,591.13</u>	Plainville
<b>Raynham-Taunton</b>			
On track	6,751,678		
Exports			
Total	<u>6,751,678</u>	<u>23,630.87</u>	Raynham
<b>Wonderland - @ Suffolk Location</b>			
On track	218,403		
Exports			
Total	<u>218,403</u>	<u>764.41</u>	Boston (2/3) & Revere (1/3)
<b>Grand total</b>	<u>74,272,859</u>	<u>259,955.01</u>	

**Distributions -**

City of Boston (line 1)	115,979.64	On Suffolk
City of Revere (line 1)	57,988.95	On Suffolk
City of Boston (line 2)	509.61	On Wonderland @ Suffolk Location
City of Revere (line 2)	254.80	On Wonderland @ Suffolk Location
Town of Plainville	61,591.13	On Plainridge
Town of Raynham	23,630.87	On Raynham-Taunton
Total	<u>259,955.01</u>	

Payments should be made to the above communities for the amounts indicated.

Reference

Racing local aid q/e 03/18

dao

In accordance with Section 18D of Chapter 58, local aid is payable to each city and town within which racing activities are conducted. Amounts are computed at .35 percent times amounts wagered during the quarter ended six months prior to the payment.

# Plainridge Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks	\$29,194.39	\$5,042.69	\$2,301.62	\$350.05		\$3,533.28	\$40,422.03
WPS	\$2,242,631.50	\$322,827.00	\$115,033.00	\$25,044.00		\$215,751.00	\$2,921,286.50
Exotics	\$3,773,926.92	\$872,947.33	\$1,151,523.86	\$39,708.77		\$470,779.66	\$6,308,886.54
<b>Total Handle</b>	<b>\$6,016,558.42</b>	<b>\$1,195,774.33</b>	<b>\$1,266,556.86</b>	<b>\$64,752.77</b>		<b>\$686,530.66</b>	<b>\$9,230,173.04</b>

## Fees to the Commission

Commission	\$22,562.09	\$4,484.15	\$4,749.59	\$242.82		\$5,148.98	\$37,187.64
Daily Open Licensing Days	92	Multiplied by	\$300.00		Total Open Licensing Fee		\$27,600.00
Daily Assessment Days	92	Multiplied by	\$350.75		Total Daily Assessment Fee		\$32,269.00
<b>Total Fees to Commission</b>							<b>\$97,056.64</b>

## Trust Fund Fees

Running Horse Cap Improvement Fund	\$29,194.39			\$350.05			\$29,544.44
Running Horse Promotional Fund	\$7,520.70			\$80.94			\$7,601.64
Harness Cap Improvement Fund		\$9,407.43				\$8,241.08	\$17,648.50
Harness Promotional Fund		\$4,364.74				\$4,707.80	\$9,072.53
Greyhound Cap Improvement Fund			\$3,166.39				\$3,166.39
Greyhound Promotional Fund			\$3,166.39				\$3,166.39
Racing Stabilization Fund							

<b>Total Trust Fund Fees</b>	<b>\$70,199.90</b>
<b>Total Paid to the Commission</b>	<b>\$167,256.54</b>

# PLAINRIDGE WINLINE Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks	\$5,006.48	\$319.81	\$148.26	\$50.02		\$162.15	\$5,686.72
WPS	\$347,535.50	\$23,181.00	\$7,150.00	\$2,148.00		\$9,350.00	\$389,364.50
Exotics	\$393,857.11	\$47,011.40	\$66,709.45	\$1,296.80		\$34,649.61	\$543,524.37
<b>Total Handle</b>	<b>\$741,392.61</b>	<b>\$70,192.40</b>	<b>\$73,859.45</b>	<b>\$3,444.80</b>		<b>\$43,999.61</b>	<b>\$932,888.87</b>

## Fees to the Commission

Commission	\$2,780.22	\$263.22	\$276.97	\$12.92		\$330.00	\$3,663.33
Daily Open Licensing Days	0	Multiplied by	\$300.00		Total Open Licensing Fee		\$0.00
Daily Assessment Days	0	Multiplied by	\$350.75		Total Daily Assessment Fee		\$0.00
<b>Total Fees to Commission</b>							<b>\$3,663.33</b>

## Trust Fund Fees

Running Horse Cap Improvement Fund	\$5,006.48			\$50.02		\$508.65	\$5,565.15
Running Horse Promotional Fund	\$926.74			\$4.31		\$346.50	\$1,277.54
Harness Cap Improvement Fund		\$554.87					\$554.87
Harness Promotional Fund		\$235.06					\$235.06
Greyhound Cap Improvement Fund			\$184.65				\$184.65
Greyhound Promotional Fund			\$184.65				\$184.65
Racing Stabilization Fund							
<b>Total Trust Fund Fees</b>							<b>\$7,146.77</b>

**Total Paid to the Commission** **\$11,665.24**

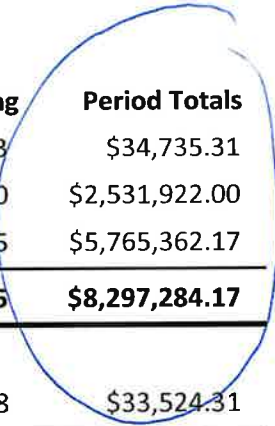
## Third Party Assessments

Tufts Veterinary Assessment							
MA Thoroughbred Breeders							
Premiums	\$14,827.85						\$14,827.85
Purses	\$29,655.70	\$2,807.70		\$305.78			\$32,769.18
InState Running Horse Signal Fee				\$378.93			\$378.93
<b>Total Third Party Assessments</b>							<b>\$47,975.96</b>

# Plainridge Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks	\$24,187.91	\$4,722.88	\$2,153.36	\$300.03		\$3,371.13	\$34,735.31
WPS	\$1,895,096.00	\$299,646.00	\$107,883.00	\$22,896.00		\$206,401.00	\$2,531,922.00
Exotics	\$3,380,069.81	\$825,935.93	\$1,084,814.41	\$38,411.97		\$436,130.05	\$5,765,362.17
<b>Total Handle</b>	<b>\$5,275,165.81</b>	<b>\$1,125,581.93</b>	<b>\$1,192,697.41</b>	<b>\$61,307.97</b>		<b>\$642,531.05</b>	<b>\$8,297,284.17</b>



## Fees to the Commission

Commission	\$19,781.87	\$4,220.93	\$4,472.62	\$229.90		\$4,818.98	\$33,524.31
Daily Open Licensing Days	92	Multiplied by	\$300.00			Total Open Licensing Fee	\$27,600.00
Daily Assessment Days	92	Multiplied by	\$350.75			Total Daily Assessment Fee	\$32,269.00

**Total Fees to Commission \$93,393.31**

## Trust Fund Fees

Running Horse Cap Improvement Fund	\$24,187.91			\$300.03			\$24,487.94
Running Horse Promotional Fund	\$6,593.96			\$76.63			\$6,670.59
Harness Cap Improvement Fund		\$8,852.56				\$7,732.43	\$16,584.99
Harness Promotional Fund		\$4,129.68				\$4,361.30	\$8,490.98
Greyhound Cap Improvement Fund			\$2,981.74				\$2,981.74
Greyhound Promotional Fund			\$2,981.74				\$2,981.74
Racing Stabilization Fund							

**Total Trust Fund Fees \$62,197.99**

**Total Paid to the Commission \$155,591.30**

## Third Party Assessments

Tufts Veterinary Assessment							
MA Thoroughbred Breeders							
Premiums	\$105,503.32						\$105,503.32
Purses	\$211,006.63	\$45,023.28		\$5,595.30			\$261,625.21
InState Running Horse Signal Fee				\$6,743.88			\$6,743.88

**Total Third Party Assessments \$373,872.40**

# Raynham Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks	\$12,335.39	\$616.36	\$5,837.20		\$119.65		\$18,908.60
WPS	\$945,388.00	\$31,917.00	\$246,903.00		\$4,508.00		\$1,228,716.00
Exotics	\$2,206,025.30	\$134,594.80	\$3,159,371.00		\$22,970.60		\$5,522,961.70
<b>Total Handle</b>	<b>\$3,151,413.30</b>	<b>\$166,511.80</b>	<b>\$3,406,274.00</b>		<b>\$27,478.60</b>		<b>\$6,751,677.70</b>

**Fees to the Commission**

<b>Commission</b>	\$11,817.80	\$624.42	\$12,773.53		\$103.04		\$25,318.79
<b>Daily Open Licensing Days</b>		92 <b>Multiplied by</b>	\$300.00		<b>Total Open Licensing Fee</b>		\$27,600.00
<b>Daily Assessment Days</b>		92 <b>Multiplied by</b>	\$295.68		<b>Total Daily Assessment Fee</b>		\$27,202.56
<b>Total Fees to Commission</b>							<b>\$80,121.35</b>

**Trust Fund Fees**

Running Horse Cap Improvement Fund	\$12,335.39						\$12,335.39
Running Horse Promotional Fund	\$3,939.27						\$3,939.27
Harness Cap Improvement Fund		\$1,289.33			\$234.50		\$1,523.84
Harness Promotional Fund		\$672.97			\$114.85		\$787.83
Greyhound Cap Improvement Fund			\$8,515.69				\$8,515.69
Greyhound Promotional Fund			\$8,515.69				\$8,515.69
Racing Stablization Fund			\$5,837.20				\$5,837.20
<b>Total Trust Fund Fees</b>							<b>\$41,454.89</b>

**Total Paid to the Commission**      **\$121,576.24**

# Suffolk Downs Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks	\$61,034.22	\$764.14	\$2,268.75		\$173.56	\$12,404.28	\$76,644.95
WPS	\$4,686,353.00	\$35,194.00	\$100,732.00		\$10,096.00	\$816,587.00	\$5,648,962.00
Exotics	\$7,417,979.90	\$136,625.20	\$789,254.20		\$22,525.70	\$763,875.20	\$9,130,260.20
<b>Total Handle</b>	<b>\$12,104,332.90</b>	<b>\$171,819.20</b>	<b>\$889,986.20</b>		<b>\$32,621.70</b>	<b>\$1,580,462.20</b>	<b>\$14,779,222.20</b>

## Fees to the Commission

Commission	\$45,391.25	\$644.32	\$3,337.45		\$122.33	\$11,853.47	\$61,348.82
Daily Open Licensing Days	75	Multiplied by	\$300.00		Total Open Licensing Fee		\$22,500.00
Daily Assessment Days	92	Multiplied by	\$1,362.95		Total Daily Assessment Fee		\$125,391.40

**Total Fees to Commission \$209,240.22**

## Trust Fund Fees

Running Horse Cap Improvement Fund	\$61,034.22					\$12,404.28	\$73,438.50
Running Horse Promotional Fund	\$15,130.42					\$3,951.16	\$19,081.57
Harness Cap Improvement Fund		\$1,447.27			\$286.19		\$1,733.45
Harness Promotional Fund		\$683.13			\$112.63		\$795.75
Greyhound Cap Improvement Fund			\$2,224.97				\$2,224.97
Greyhound Promotional Fund			\$2,224.97				\$2,224.97
Racing Stabilization Fund							

**Total Trust Fund Fees \$83,143.78**

**Total Paid to the Commission \$308,739.43**

# Wonderland Billing Report

Period Reviewed: 7/1/2017 to 9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal	Intra-State Simulcast of Suffolk Signal	Intra-State Simulcast of Plainridge	Live Racing	Period Totals
Breaks			\$523.90				\$523.90
WPS			\$28,328.00				\$28,328.00
Exotics			\$190,075.40				\$190,075.40
<b>Total Handle</b>			<b>\$218,403.40</b>				<b>\$218,403.40</b>

Fees to the Commission							
	Commission			\$819.01			\$819.01
	Daily Open Licensing Days	74	Multiplied by	\$300.00	Total Open Licensing Fee		\$22,200.00
	Daily Assessment Days	92	Multiplied by	\$45.41	Total Daily Assessment Fee		\$4,177.72
<b>Total Fees to Commission</b>							<b>\$27,196.73</b>

Trust Fund Fees							
Running Horse Cap Improvement Fund							
Running Horse Promotional Fund							
Harness Cap Improvement Fund							
Harness Promotional Fund							
				\$546.01			\$546.01
				\$546.01			\$546.01
				\$523.90			\$523.90
<b>Total Trust Fund Fees</b>							<b>\$1,615.92</b>

<b>Total Paid to the Commission</b>	<b>\$28,812.65</b>
-------------------------------------	--------------------

TVG

7/1/2017

7/31/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total	
	\$4,818,404.00	\$457,146.00			\$22,327.00	\$29,607.00		\$5,327,484.00	
	\$24,707.84	\$2,307.73			\$155.95	\$207.05		\$27,378.57	
	\$1,927,361.00	\$182,858.00			\$10,543.00	\$15,089.00		\$2,135,851.00	
	\$2,891,043.00	\$274,288.00			\$11,784.00	\$14,518.00		\$3,191,633.00	
<b>tribution to Different Funds</b>								<b>Distrib</b>	
	\$0.00							\$0.00	
	\$0.00							\$0.00	
	\$18,069.02	\$1,714.30			\$83.73	\$222.05		\$20,089.09	
	\$24,707.84					\$207.05		\$24,914.89	
	\$6,023.01					\$74.02		\$6,097.02	
		\$3,679.17			\$214.87			\$3,894.04	
		\$1,371.44			\$58.92			\$1,430.36	
								\$0.00	
	\$0.00	\$48,799.86	\$6,764.91	\$0.00	\$0.00	\$357.52	\$503.12	\$0.00	\$56,425.40



TVG

8/1/2017

8/31/2017

Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total
\$5,431,059.00	\$533,732.00			\$19,664.00	\$43,502.00		\$6,027,957.00
\$25,728.56	\$2,462.82			\$114.70	\$333.11		\$28,639.19
\$2,226,734.00	\$213,492.00			\$8,784.00	\$22,272.00		\$2,471,282.00
\$3,204,325.00	\$320,240.00			\$10,880.00	\$21,230.00		\$3,556,675.00
Contribution to Different Funds							Distrib
\$0.00							\$0.00
\$0.00							\$0.00
\$20,366.47	\$2,001.50			\$73.74	\$326.27		\$22,767.97
\$25,728.56					\$333.11		\$26,061.67
\$6,788.82					\$108.76		\$6,897.58
	\$4,064.02			\$169.10			\$4,233.12
	\$1,601.20			\$54.40			\$1,655.60
							\$0.00
\$0.00	\$52,883.86	\$0.00	\$0.00	\$297.24	\$768.13	\$0.00	\$61,615.94







X bets

9/1/2017

9/30/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total	
	\$845,366.00	\$76,605.00			\$8,504.00	\$15,194.00		\$945,669.00	
	\$2,314.68	\$1,543.11			\$12.64	\$125.86		\$3,996.29	
	\$338,144.00	\$30,642.00			\$1,371.00	\$6,372.00		\$376,529.00	
	\$507,222.00	\$45,963.00			\$7,133.00	\$8,822.00		\$569,140.00	
<b>Contribution to Different Funds</b>								<b>Distrib</b>	
	\$0.00							\$0.00	
	\$0.00							\$0.00	
	\$3,170.12	\$287.27			\$31.89	\$113.96		\$3,603.24	
	\$2,314.68					\$125.86		\$2,440.54	
	\$1,056.71					\$37.99		\$1,094.69	
		\$1,772.93			\$48.31			\$1,821.23	
		\$229.82			\$35.67			\$265.48	
								\$0.00	
	\$0.00	\$6,541.51	\$2,290.01	\$0.00	\$0.00	\$115.86	\$277.80	\$0.00	\$9,225.18

TWIN SPIRES

7/1/2017

7/31/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total	
	\$2,263,094.00	\$375,557.00			\$26,378.00	\$14,532.00		\$2,679,561.00	
	\$11,161.14	\$1,819.74			\$168.29	\$104.35		\$13,253.52	
	\$905,237.00	\$150,222.00			\$9,819.00	\$7,058.00		\$1,072,336.00	
	\$1,357,857.00	\$225,335.00			\$16,559.00	\$7,474.00		\$1,607,225.00	
<b>Contribution to Different Funds</b>								<b>Distrib</b>	
	\$0.00							\$0.00	
	\$0.00							\$0.00	
	\$8,486.60	\$1,408.34			\$98.92	\$108.99		\$10,102.85	
	\$11,161.14					\$104.35		\$11,265.49	
	\$2,828.87					\$36.33		\$2,865.20	
		\$2,946.42			\$251.09			\$3,197.50	
		\$1,126.68			\$82.80			\$1,209.47	
								\$0.00	
	\$0.00	\$22,476.61	\$5,481.43	\$0.00	\$0.00	\$432.80	\$249.67	\$0.00	\$28,640.51

TWIN SPIRES

8/1/2017  
8/31/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total
	\$2,728,995.00	\$457,721.00			\$28,034.00	\$23,612.00		\$3,238,362.00
	\$12,496.94	\$2,067.50			\$171.93	\$193.14		\$14,929.51
	\$1,091,598.00	\$183,088.00			\$9,902.00	\$10,277.00		\$1,294,865.00
	\$1,637,397.00	\$274,633.00			\$18,132.00	\$13,335.00		\$1,943,497.00
<b>Contribution to Different Funds</b>								<b>Distribution</b>
\$0.00								\$0.00
\$0.00								\$0.00
	\$10,233.73	\$1,716.45			\$105.13	\$177.09		\$12,232.40
	\$12,496.94					\$193.14		\$12,690.08
	\$3,411.24					\$59.03		\$3,470.27
		\$3,440.67			\$262.59			\$3,703.26
		\$1,373.17			\$90.66			\$1,463.83
								\$0.00
\$0.00	\$26,141.92	\$6,530.28	\$0.00	\$0.00	\$458.38	\$429.26	\$0.00	\$33,559.84

TWIN SPIRES

9/1/2017

9/30/2017

Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total
\$1,798,542.00	\$295,696.00	\$0.00		\$21,771.00	\$442.00		\$2,116,451.00
\$8,842.19	\$1,215.33			\$0.00	\$1.87		\$10,059.39
\$719,416.00	\$118,278.00			\$6,273.00	\$38.00		\$844,005.00
\$1,079,126.00	\$177,418.00			\$15,498.00	\$404.00		\$1,272,446.00

Contribution to Different Funds

\$0.00							\$0.00
\$0.00							\$0.00
\$6,744.53	\$1,108.86	\$0.00		\$81.64	\$3.32		\$7,938.35
\$8,842.19					\$1.87		\$8,844.06
\$2,248.18					\$1.11		\$2,249.28
	\$2,102.42			\$77.49			\$2,179.91
	\$887.09			\$77.49			\$964.58
		\$0.00					\$0.00
\$0.00	\$17,834.90	\$4,098.37	\$0.00	\$236.62	\$6.29	\$0.00	\$22,176.18



**NYRA Bets**

7/1/2017

7/31/2017

	Out of State Running Horse Signal	Out of State Harness Horse Signal	Import of Out of State Greyhound Signal (NA Suffolk)	Intra-State Simulcase of Suffolk (NA Suffolk)	Intra-State Simulcast of Plainridge	Live Racing Suffolk	Live Racing Plainridge	Weekly Total
	\$802,745.80	\$37,985.50			\$1,311.00	\$3,136.40		\$845,178.70
	\$3,724.20	\$154.30			\$20.88	\$21.16		\$3,920.54
	\$233,080.20	\$18,206.00			\$810.00	\$1,516.00		\$253,612.20
	\$569,665.60	\$19,779.50			\$501.00	\$1,620.40		\$591,566.50
<b>Contribution to Different Funds</b>								<b>Distrib</b>
	\$0.00							\$0.00
	\$0.00							\$0.00
	\$3,010.30	\$142.45			\$4.92	\$23.52		\$3,181.18
	\$3,724.20					\$21.16		\$3,745.36
	\$1,003.43					\$7.84		\$1,011.27
		\$253.20			\$23.39			\$276.58
		\$98.90			\$2.51			\$101.40
								\$0.00
	\$0.00	\$7,737.93	\$494.54	\$0.00	\$30.81	\$52.52	\$0.00	\$8,315.80



**NYRA Bets**

9/1/2017

9/30/2017

	<b>Out of State Running Horse Signal</b>	<b>Out of State Harness Horse Signal</b>	<b>Import of Out of State Greyhound Signal (NA Suffolk)</b>	<b>Intra-State Simulcase of Suffolk (NA Suffolk)</b>	<b>Intra-State Simulcast of Plainridge</b>	<b>Live Racing Suffolk</b>	<b>Live Racing Plainridge</b>	<b>Weekly Total</b>
	\$745,092.97	\$44,796.00	\$0.00		\$1,021.00	\$4,887.00		\$795,796.97
	\$3,437.84	\$207.03			\$9.16	\$43.39		\$3,697.42
	\$248,103.47	\$15,189.00			\$387.00	\$2,508.00		\$266,187.47
	\$496,989.50	\$29,607.00			\$634.00	\$2,379.00		\$529,609.50
<b>Contribution to Different Funds</b>								
	\$0.00							\$0.00
	\$0.00							\$0.00
	\$2,794.10	\$167.99	\$0.00		\$3.83	\$36.65		\$3,002.56
	\$3,437.84					\$43.39		\$3,481.23
	\$931.37					\$12.22		\$943.58
		\$355.07			\$12.33			\$367.40
		\$148.04			\$3.17			\$151.21
			\$0.00					\$0.00
	\$0.00	\$7,163.30	\$0.00	\$0.00	\$19.33	\$92.26	\$0.00	\$7,945.98



Division of Racing

## MEMORANDUM

<b>TO:</b>	Massachusetts Gaming Commission
<b>FROM:</b>	Doug O'Donnell, Senior Financial Analyst - Racing Division
<b>SUBJECT:</b>	Request for Reimbursement, Suffolk Downs Capital Improvement Trust Fund
<b>DATE:</b>	April 12, 2018

In accordance with General laws of Massachusetts, Chapter 128A, Section 5g. The trustees may expend without appropriation all or any part of the capital improvement trust funds to the appropriate track licensee in proportion to the amount deposited in each said fund by the track licensee for use as all or part of a capital expenditure for alterations, additions, replacements, changes, improvements or major repairs to or upon the property owned or leased by the licensee and used by it for the conduct of racing, but not for the cost of maintenance or of other ordinary operations. The trustees shall hire the services of architectural/engineering consultants as they deem appropriate to advise them and to evaluate proposed capital improvements. The following capital fund requests have been reviewed and approved by the architectural/engineering consultant.

### SDCITF

- #2012-12 Purchase of stone dust and sand for racetrack \$31,534.19

Total Request for Reimbursement: **\$31,534.19**

All financial statements required under section 6 shall be accompanied by a statement signed under the pains and penalties of perjury by the manager of the licensee setting forth the capital improvements completed with funds obtained under this section.

After review and confirmation of request, with your authorization, we will make payment to the track from the appropriate trust fund.

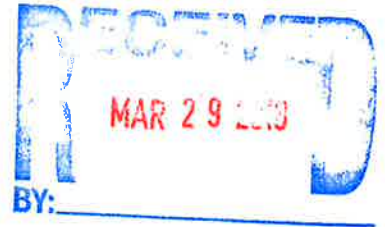


Massachusetts Gaming Commission



Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal

March 26, 2018



Mr. Douglas O'Donnell, Senior Financial Analyst  
Massachusetts Gaming Commission/Racing Division  
101 Federal Street  
Boston, MA 02110

RE: Suffolk Downs  
CIF Project SD 2012-12  
Stone Dust and Sand for Racetrack  
Request for Reimbursement

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Reimbursement from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$31,534.19 for stone dust and sand for the racetrack Suffolk Downs.

The project involved the purchase of stone dust and sand for the maintenance of the racetrack surface. The installation of the materials was performed by racetrack personnel.

The following is a summary of the invoices for the materials purchased:

Aggregate Industries, Invoice 703598223	1,263.54
Stone dust for track	
Read Custom Soils, LLC, Invoice 28238	9,487.99
Coarse sand for track	
Read Custom Soils, LLC, Invoice 28239	674.73
Coarse sand for track	
Aggregate Industries, Invoice 703516010	195.80
Top soil for track	
Aggregate Industries, Invoice 703485561	808.35
Top soil for track	
Aggregate Industries, Invoice 703445212	<u>19,103.78</u>
Stone dust for track	
Total	\$31,534.19

Copies of cancelled checks, invoices, delivery tickets, and purchase orders are attached.



**Neil R. Dixon, Principal**  
**Wayne O. Salo, Principal**  
**Jesse G. Hilgenberg, Principal**

Mr. Douglas O'Donnell, Senior Financial Analyst  
March 26, 2018  
Page 2.

Based upon the above, we recommend that this Request for Reimbursement be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$31,534.19.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,  
DIXON SALO ARCHITECTS, INC.

A handwritten signature in blue ink, appearing to read 'Neil R. Dixon', written over the typed name.

Neil R. Dixon,  
Principal/Architect  
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs  
Enclosure: Suffolk Downs, Request for Reimbursement CIF Project SD 2012-12 (RFR)



March 15, 2018

Mr. Neil R. Dixon  
Dixon Salo Architects, Inc., Suite 210  
501 Park Avenue  
Worcester, MA 01610-1221

Dear Neil: Re: CIF Project SD 2012-12 (RFR)

Enclosed are three copies of a Request for Reimbursement from the Running Horse Capital Improvement Trust Fund in the amount of \$31,534.19 for Project SD 2012-12 (Stone Dust and Sand for Racetrack).

Also enclosed please find copies of cancelled checks, checks, invoices, delivery tickets, and purchase orders with regard to this matter.

Should you have any questions, please contact me at 617-568-3327.

Sincerely,

Chip Tuttle

**RECEIVED BY**  
DIXON SALO ARCHITECTS INC.

**MAR 21 2018**

Telephone: 617-567-3900  
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



# The Commonwealth of Massachusetts

## MASSACHUSETTS GAMING COMMISSION

### CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*


1. Date March 15, 2018
2. Association Making This Request Suffolk Downs
3. Project # SD 2012-12 (unique project number)
4. Project Stone Dust and Sand for Racetrack (unique descriptive title of this property)
5. Type of Request (indicate RFC or RFR)
 

<input type="checkbox"/> RFC / Request for Consideration	<input checked="" type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund
6. Total Project Amount Requested: \$ 31,534.19     Estimate / RFC     Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

*RFR only* – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official:  Title: Chief Operating Officer Date: March 15, 2018

RFR approval by the Trustees (signature and date) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Division of Racing

## MEMORANDUM

<b>TO:</b>	Massachusetts Gaming Commission
<b>FROM:</b>	Doug O'Donnell, Senior Financial Analyst - Racing Division
<b>SUBJECT:</b>	Request for Reimbursement, Suffolk Downs Capital Improvement Trust Fund
<b>DATE:</b>	April 12, 2018

In accordance with General laws of Massachusetts, Chapter 128A, Section 5g.

The trustees may expend without appropriation all or any part of the capital improvement trust funds to the appropriate track licensee in proportion to the amount deposited in each said fund by the track licensee for use as all or part of a capital expenditure for alterations, additions, replacements, changes, improvements or major repairs to or upon the property owned or leased by the licensee and used by it for the conduct of racing, but not for the cost of maintenance or of other ordinary operations. The trustees shall hire the services of architectural/engineering consultants as they deem appropriate to advise them and to evaluate proposed capital improvements. The following capital fund requests have been reviewed and approved by the architectural/engineering consultant.

### SDCITF

- #2012-11 Sprinkler repair and control panel repair \$28,168.15

Total Request for Reimbursement: **\$28,168.15**

All financial statements required under section 6 shall be accompanied by a statement signed under the pains and penalties of perjury by the manager of the licensee setting forth the capital improvements completed with funds obtained under this section.

After review and confirmation of request, with your authorization, we will make payment to the track from the appropriate trust fund.



Massachusetts Gaming Commission



DIXON SALO  
ARCHITECTS  
INCORPORATED

Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal

August 10, 2017  
Revised February 22, 2018

Mr. Douglas O'Donnell, Senior Financial Analyst  
Massachusetts Gaming Commission/Racing Division  
101 Federal Street  
Boston, MA 02110

RE: Suffolk Downs  
CIF Project SD 2012-11  
Sprinkler Repair  
Request for Reimbursement

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Reimbursement from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$28,168.15 for Sprinkler Repairs at Suffolk Downs.

This project involved various repairs to Sprinkler Systems and Fire Alarm Systems as follows:

- Replace switch on compressor in Barn #8, drains in Barn #25 and testing of sprinkler systems In the barns. \$8,337.12
- Replace accelerators in Grandstand and Clubhouse 4,321.00
- Replace leaking sprinkler piping in Barn #25 & #5, blow down Barn #5 supply 2 pieces of 4" G & G for stock 2,411.90
- Labor and material to test Grandstand sprinkler system and replace check valves on systems 10, 9, 8, 7 and 6. 2,198.17
- Labor and material to replace 2" line in Barn #16A, 1 1/2" line in Barn #32, Blow down Barns #16A, #16, and #5. 2,655.13
- Labor and material to replace clapper gasket, 2" piece of pipe and blow down Barn #8 and #10. 1,160.00
- Replace Fire Alarm Control Panel in Barn #5 2,170.00
- Labor and material to replace 4" sprinkler main in Barn #20. 4,914.83
- Total \$28,168.15

This office did during our site visit of November 11, 2016 view the various areas where the sprinkler and fire alarm systems repairs were performed.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Reimbursement be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$28,168.15.



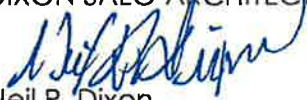
**DIXON SALO  
ARCHITECTS  
INCORPORATED**

**Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal**

Mr. Douglas O'Donnell  
August 10, 2017  
Revised February 22, 2018  
Page 2.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,  
DIXON SALO ARCHITECTS, INC.



Neil R. Dixon,  
Principal/Architect  
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Reimbursement CIF Project SD 2012-11 (RFR)



# The Commonwealth of Massachusetts

## MASSACHUSETTS GAMING COMMISSION

### CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 31, 2017
2. Association Making This Request Suffolk Downs
3. Project # 2012-11 (unique project number)
4. Project Sprinkler Repair (unique descriptive title of this property)
5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration                       RFR / Request for Reimbursement

Capital Improvement Fund                       Promotional Trust Fund

6. Total Project Amount Requested: \$ 28,168.15     Estimate / RFC   ♦     Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

*RFR only* – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 31, 2017  
Chip Tuttle

RFR approval by the Trustees (signature and date) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**MEMORANDUM**

**TO:** Massachusetts Gaming Commission / State Racing Division  
**FROM:** Doug O'Donnell, Senior Financial Analyst  
**SUBJECT:** Request for Consideration, Suffolk Downs Capital Improvement Trust Fund  
**DATE:** April 12, 2018

In accordance with General Laws of Massachusetts, Chapter 128A, Section 5g. The trustees may expend without appropriation all or any part of the capital trust fund to the appropriate track licensee in proportion to the amount deposited in each fund for use of a capital expenditure for alterations, additions, replacements, changes, improvements or major repairs to or upon the property owned or leased by the licensee and used by it for the conduct of racing, but not for the cost of maintenance or of other ordinary operations. The trustees shall hire the services of the architectural/engineering consultants as they deem appropriate to advise them and to evaluate proposed capital improvements. The following capital fund requests have been reviewed.

SDCITF

- # 2012-12 Purchase of stone dust and sand for racetrack \$31,534.19
- Total Request for Consideration: **\$31,534.19**

All financial statements required under section 6 shall be accompanied by a statement signed under the pains and penalties of perjury by the manager of the licensee setting forth the capital improvements completed with funds obtained under this section. All documentation has been submitted and reviewed.

After review and confirmation of request, with your authorization, we will approve scope of work to be completed at the licensee facility.



Massachusetts Gaming Commission



Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal

March 5, 2018

Mr. Douglas O'Donnell, Senior Financial Analyst  
Massachusetts Gaming Commission/Racing Division  
101 Federal Street  
Boston, MA 02110

RE: Suffolk Downs  
CIF Project SD 2012-12  
Stone Dust and Sand for Racetrack  
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$31,534.19 for stone dust and sand for the racetrack Suffolk Downs.

The project involved the purchase of stone dust and sand for the racetrack surface. The installation of the materials was performed by racetrack personnel.

The following is a summary of the invoices for the materials purchased:

Aggregate Industries, Invoice 703598223	1,263.54
Stone dust for track	
Read Custom Soils, LLC, Invoice 28238	9,487.99
Coarse sand for track	
Read Custom Soils, LLC, Invoice 28239	674.73
Coarse sand for track	
Aggregate Industries, Invoice 703516010	195.80
Top soil for track	
Aggregate Industries, Invoice 703485561	808.35
Top soil for track	
Aggregate Industries, Invoice 703445212	<u>19,103.78</u>
Stone dust for track	
Total	\$31,534.19

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$31,534.19.



**DIXON SALO  
ARCHITECTS**  
INCORPORATED

**Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal**

Mr. Douglas O'Donnell, Senior Financial Analyst  
March 5, 2018  
Page 2.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,  
DIXON SALO ARCHITECTS, INC.

  
Neil R. Dixon,  
Principal/Architect  
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs  
Enclosure: Suffolk Downs, Request for Consideration CIF Project SD 2012-12 (RFC)



February 15, 2018

Mr. Neil R. Dixon  
Dixon Salo Architects, Inc.  
501 Park Avenue, Suite 210  
Worcester, MA 01610-1221

Dear Neil:

**RE: CIF Project SD 2012-12 (RFC)**

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2012-12 (Stone Dust and Sand for Racetrack).

This project involved preparing the racing surface to the track to create a suitable composition for the meet.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle  
Chief Operating Officer

Encs.  
CT:jf

RECEIVED BY  
DIXON SALO ARCHITECTS INC.  
FEB 26 2018

Telephone: 617-567-3900  
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts





# The Commonwealth of Massachusetts

## MASSACHUSETTS GAMING COMMISSION

### CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date February 15, 2018
2. Association Making This Request Suffolk Downs
3. Project # SD 2012-12 (unique project number)
4. Project Stone Dust and Sand for Racetrack (unique descriptive title of this property)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration

RFR / Request for Reimbursement

Capital Improvement Fund

Promotional Trust Fund

6. Total Project Amount Requested: \$ 31,534.19  Estimate / RFC ♦  Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved preparing the racing surface to the track to create a suitable composition for the meet.

*RFR only* – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: February 15, 2018  
Chip Tuttle

RFR approval by the Trustees (signature and date) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## MEMORANDUM

**TO:** Massachusetts Gaming Commission / State Racing Division  
**FROM:** Doug O'Donnell, Senior Financial Analyst  
**SUBJECT:** Request for Consideration, Plainridge Racecourse Capital Improvement Trust Fund  
**DATE:** April 12, 2018

In accordance with General Laws of Massachusetts, Chapter 128A, Section 5g. The trustees may expand without appropriation all or any part of the capital trust fund to the appropriate track licensee in proportion to the amount deposited in each fund for use of a capital expenditure for alterations, additions, replacements, changes, improvements or major repairs to or upon the property owned or leased by the licensee and used by it for the conduct of racing, but not for the cost of maintenance or of other ordinary operations. The trustees shall hire the services of the architectural/engineering consultants as they deem appropriate to advise them and to evaluate proposed capital improvements. The following capital fund requests have been reviewed.

### HHCITE

• #2018-1	
Re-Roofing	\$218,125.00
Surveillance System	\$54,598.66
Stall Matting	\$17,196.00
Stall Gates	\$25,623.75
Total Request for Consideration	<b>\$315,543.41</b>

All financial statements required under section 6 shall be accompanied by a statement signed under the pains and penalties of perjury by the manager of the licensee setting forth the capital improvements completed with funds obtained under this section. All documentation has been submitted and reviewed.

After review and confirmation of request, with your authorization, we will approve scope of work to be completed.



Massachusetts Gaming Commission



**DIXON SALO  
ARCHITECTS  
INCORPORATED**

**Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal**

March 12, 2018

Mr. Douglas O'Donnell, Senior Financial Analyst  
Massachusetts Gaming Commission/Racing Division  
101 Federal Street  
Boston, MA 02110

RE: Plainville Gaming & Redevelopment, LLC  
HHCITF 2018-1  
Replacement of Roofs and Surveillance Capacity on Paddock Building and Barns  
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Plainville Gaming & Redevelopment, LLC to the Massachusetts Gaming Commission/Racing Division in the amount of \$315,543.41 for the Replacement of Roofs and Surveillance Capacity on Paddock Building and Barns at Plainridge Park.

The project involves the following work:

- Removal and replacement of shingle roofing and related work at 4 horse barns and 3 utility building
- Furnishing of additional surveillance cameras and equipment to improve coverage in the barn and paddock areas. Plainridge Park personnel will install this equipment.
- Furnishing of 400 stall matts. Matts to be installed by Plainridge Park personnel.
- Furnishing of 125 stall gates. Gates to be installed by Plainridge Park personnel.

Plainridge Park was only able to obtain two quote from a MA Gaming Commission approved vendors for the roofing work. To date they have only received one quote for the surveillance system but are awaiting two additional quotes for this system from MGC licensed vendors.

The following is a summary of quotes received:

Re-Roofing

Action Siding & Remodeling	\$298,862.00
Bristol Remodeling & Construction	\$218,125.00

Surveillance System

Zuvid	\$54,598.66
-------	-------------

Stall Matting

Rubber Flooring, Inc.	\$24,376.00
Greatmats	\$18,148.00
Tractor Supply	\$17,196.00

Stall Gates

Smart Pack Equine	\$46,993.75
Dover Saddlery	\$28,743.75
Schneider Saddlery	\$25,623.75



**DIXON SALO  
ARCHITECTS  
INCORPORATED**

**Neil R. Dixon, Principal  
Wayne O. Salo, Principal  
Jesse G. Hilgenberg, Principal**

Mr. Douglas O'Donnell, Senior Financial Analyst  
March 12, 2018  
Page 2.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$315,543.41.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,  
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,  
Principal/Architect  
NRD/hs

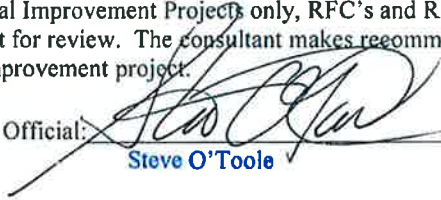
cc: Steve O'Toole, Director of Racing, Plainridge Park  
Enclosure: Plainridge Park, Request for Considerations HHCITF 2018-1 (RFC)



**Massachusetts Gaming Commission  
Harness Horse Capital Improvement Trust Fund  
Harness Horse Promotional Trust Fund**

1. Date: **3/7/2018**
2. Association: **Plainville Gaming & Redevelopment, LLC**
3. Project #: **Plainridge HHCITF 2018-1**
4. Project Description: **Replacement Roofs and Surveillance Capacity on Paddock Building & Barns**
5. Type of Request: **RFC - HHCITF**
  - Request for Consideration / RFC
  - Request for Reimbursement / RFR
  - Harness Horse Capital Improvement Fund / HHCIF
  - Harness Horse Promotional Trust Fund / HHPTF
6. Total Project Amount: **\$315,543.41 RFC**
  - Estimate / RFC
  - Actual / RFR
7. RFC – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack:  
**The roofing shingles on 20-year-old Paddock Building and Barns will be stripped and replaced with new shingles. New gutters added on buildings where needed as well as adding 125 new stall gates, rubber matting and miscellaneous minor repairs where needed. Adding surveillance to the entire area.**

RFR – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and cancelled check must support each expenditure:

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.
9. By Track Official:  Title: Director of Racing Date: 3/7/18  
**Steve O'Toole**
10. Trustee Approval and Date:

# Harness Horse Capital Improvement Trust Fund

## Plainridge HHCITF 2018-1

Item	Supplier	Description	Quantity	Estimate
Roofing	Bristol Remodeling & Construction	Install Roofing, Gutters and Miscellaneous Repairs to 3 Barns and Paddock Building		\$ 218,125.00
Surveillance	Zuvid	Install sufficient surveillance coverage for entire barn area. Presently limited coverage inside Paddock Building and at entrance and exits of Paddock Building only. Labor by Plainridge Employees not included.		\$ 54,598.66
Stall Matting	Tractor Supply	Stall Flooring where needed installed by track personnel	400	\$ 17,196.00
Stall Gates	Schneider Saddlery	Stall Gates installed by track personnel	125	\$ 25,623.75
<b>Total:</b>				<b>\$ 315,543.41</b>



PLAINRIDGE PARK  
CASINO

---

April 6, 2018

Alexandra Lightbown  
Director of Racing  
Massachusetts Gaming Commission  
101 Federal St.  
Boston, MA 02110

Dear Director Lightbown,

Plainridge Park Casino respectfully requests approval of a waiver for the 2018 racing season with respect to 205 CMR 3:12 (6) which would require all horses not showing a satisfactory racing line during the previous 45 days to go a qualifying mile in a race before the Judges.

205 CMR 3:12 (6) reads as follows;

(6) The Judges shall require all horses not showing a satisfactory racing line during the previous 30 days to go a qualifying mile in a race before the Judges. The Association may request a waiver of this requirement.

Sincerely,

Steve O'Toole  
Director of Racing  
Plainridge Park Casino  
Plainville Gaming and Redevelopment, LLC





TO: The MGC Commissioners

FROM: John S. Ziemba  
Joe Delaney

CC: Ed Bedrosian

DATE: April 9, 2018

RE: MGM Springfield Construction Schedule

---

As you are aware, at the March 15, 2018 Commission meeting, the Commission continued its ongoing in-depth review (“In-Depth Review”) of the status of MGM Springfield project (“Project”). As has been noted in the In-Depth Review, the Commission is required to approve a detailed project schedule for the MGM Springfield project. The Commission approved the current opening date (“Opening Date”) of the Project in August 2015.<sup>1</sup> However, the approval of the detailed schedule of the major stages of construction, as contemplated in the Commission’s regulations, remains to be finalized. Pursuant to 205 CMR 135.02 (2)(a), “[t]he commission shall, in accordance with M.G.L. c. 23K, §§ 10 and 11 approve for each gaming licensee, a project schedule for the gaming licensee’s capital investment in its gaming establishment and related infrastructure which includes: (a) all major stages of design and construction; including all permitting and approvals, design deliverables, site preparation, foundation, structure, plumbing, electrical, mechanical, exterior finish and fenestration, long lead items, insulation, interior finish and furnishings and landscaping, building commissioning and commissioning of gaming equipment and information technology systems.”

The attached schedule includes deadlines for major stages of MGM Springfield’s project that remain. During the construction of the Project, MGM Springfield has regularly provided updates to the Commission and Commission staff regarding the status of all major stages of the Project’s design and construction, including detail on permitting, design deliverables, and other items identified in 205 CMR 135.02 (2)(a).<sup>2</sup> However, as noted in the staff memorandum (“Staff Memorandum”) included in the March 15, 2018 meeting packet, Commission staff

---

<sup>1</sup> On August 6, 2015, in accordance with 205 CMR 135.02(2)(b), the Commission approved an opening date for the MGM Springfield Project of “thirty (30) days following a construction completion date of either August 6, 2018 or the date on which the I-91 Viaduct Project achieves Full and Beneficial Use (as defined in MassDOT project documents), whichever occurs later.”

<sup>2</sup> The Commission has also reviewed major stages of MGM’s design, including, but not limited, its approval of significant changes to the design of the Project in 2016 following a Site Plan Review by the City of Springfield.



Massachusetts Gaming Commission



recommends “that such final schedule needs to be approved in short order now that such construction schedule details are much clearer.”

The attached schedule shows completion of major stages of the construction before the approved September 5, 2018 opening date (“Opening Date”).<sup>3</sup> For some examples, the schedule shows a temporary certificate of occupancy for the podium and hotel by August 6, 2018 and the completion of the entertainment block by August 20, 2018. Further, the schedule shows completion of the off-site improvements by July 31, 2018. The completion of the infrastructure is important to the Opening Date because pursuant to 205 CMR 135.06(2)(b), prior to approving the opening of the Project, the Commission must determine “that the gaming licensee has completed all infrastructure improvements on and off site and around the vicinity of the gaming establishment, including projects to account for traffic mitigation required by the gaming license or any other approval obtained by the gaming licensee in connection with the gaming establishment.”

As discussed at the recent meeting, there are significant parts of the Project that are not likely to be completed prior to the Opening Date. Below we provide detail on these parts of the Project and recommend conditions that the Commission should place on the approval of the respective portions of the schedule associated with these parts of the Project.

Off-site Residential Units - As noted in the Staff Memorandum, “[t]he Project is required to include no less than 54 newly developed market rate housing units within one half mile of the casino. The City has identified 31 Elm Street as the desired location for the off-site units. We look forward to a discussion of both the final date for the construction of such units and a date prior to this final date when MGM Springfield would need to determine whether its current plans for such units can be realized. We are mindful of City deadlines that apply. We also understand that MGM Springfield would need to finalize plans and Project documents in order to move forward with the current City preferred location for such residential units. We ask MGM Springfield to be mindful of both the City and the Commission approvals that would be necessary when crafting such documents.” In response, MGM Springfield stated that it “proposes quarterly status updates to the Commission on this commitment and a March 1, 2019 deadline for a firm commitment and documentation for the 31 Elm Project along with a realistic construction timeline from the City. Absent such certainty, MGM would proceed with independent residential development to satisfy the residential development requirement within the timeline set forth in the Host Community Agreement “(HCA)”, as amended [March 2020].” MGM also requested that “residential development be removed from the Project construction schedule and instead be treated as an ongoing license condition commitment as it is unrealistic for MGM to continue what will likely be a third-party development project under the existing Project construction schedule managed by its construction manager.”

---

<sup>3</sup> Note, although the Commission has set this Opening Date, MGM Springfield is not precluded from opening its Project earlier than this date, provided that it receives the requisite Commission approvals.



As the completion of the off-site residential units has continued to be a very important component of the Project to both the City of Springfield and the Commission, Commission staff recommends that the Commission include in its schedule both a March 2020 completion date for the units and the earlier March 1, 2019 deadline for MGM Springfield to notify the Commission that it will proceed with independent residential development to satisfy the residential development requirement by March 2020. Further, based on the discussion at the Commission Meeting, staff recommends that such approval of the completion of the units beyond the Opening Date shall be subject to a requirement that MGM Springfield must inform the Commission of any material event that would significantly alter the potential that it will proceed with the City's plan to rehabilitate 31 Elm Street in Springfield with assistance provided by MGM Springfield. Finally, we recommend that the approval of the March 2020 date be contingent upon the provision of a construction security mechanism that is satisfactory to the Commission. During the In-Depth Review, staff recommended that MGM Springfield provide either a performance bond or an escrow that would provide additional security to the Commission that MGM Springfield would complete the construction items contemplated in the RFA-2 application. In its response to the Staff Memorandum, MGM Springfield stated that "MGM is also opened to continued discussion on security for this development obligation whether in the form of bonding or escrow funding." Conversations about this security mechanism between staff and MGM Springfield continue but have not yet concluded. Thus, we recommend that approval of the post-Opening Date for completion of the residential units be conditioned upon the provision of such a security mechanism.

Armory - In the Staff Memorandum to MGM Springfield, staff noted that "[a]s originally envisioned in the RFA-2 through the NPC, the Armory was intended to be a three floor space that would house a high end restaurant and potentially a club on the third level. At the September 28, 2017 Commission meeting, MGM Springfield explained the significant construction work that needs to be done to the Armory to make it a viable location for future uses. Recently submitted construction schedules indicate that this significant initial work will not be completed until the Summer of 2018. The schedules do not yet account for the additional efforts that would be necessary to construct the multiple floors for restaurant and club space. In order to enable the Commission to understand how the Armory space will be activated both at the opening and post opening, Commission staff recommends that: 1) MGM Springfield provide at least quarterly reports identifying the proposed activation of the Armory space for the subsequent three month period; and 2) MGM Springfield report to the Commission during the quarterly reports on the efforts used to identify a suitable tenant for the Armory space for its originally intended use" ("Originally Intended Use").

The attached schedule shows the initial work for the Armory to be completed by August 15, 2018. The schedule does not show a date for a completion of the Originally Intended Use for the Armory (high end restaurant and lounge space). We recommend that the Commission approve the August 15, 2018 date for the completion of the initial stage, but reserve its ability to schedule a deadline for the completion of the Originally Intended Use. Under this recommendation, with quarterly reports provided by MGM Springfield on its ongoing activation plans for the Armory and also on its search for a tenant or tenants for the Originally Intended



Massachusetts Gaming Commission

Use, the Commission will have significant information after the opening of MGM Springfield to determine how successful MGM Springfield's activation of the Armory is in achieving Commission goals for the property.

MGM Springfield has requested that the Commission remove the completion of the high end restaurant and lounge space from the schedule requirement. Under the Commission's regulation, 205 CMR 135.06(5), "[t]he Commission may condition, suspend or revoke a gaming license" after making findings pursuant to 205 CMR 135.06(4) for failure to comply with an approved design or construction project schedule. Removing the completion of the Originally Intended Use of the Armory from the construction schedule would remove the Commission's ability to use this section of the Commission's regulations to establish and enforce such a schedule. However, the Commission retains other authority, such as under MGL c. 23K, sec. 21, to enforce commitments made in the RFA-2 document. MGL c. 23K, sec. 21 states that "[t]he licensee shall ...have an affirmative obligation to abide by every statement made in its application to the commission, including all evaluation criteria and eligibility requirements." Upon balance, although the Commission otherwise retains broad authority over MGM Springfield, staff does not recommend removing the Armory from the schedule requirement.

MGM Springfield argues that retaining the high-end restaurant and lounge space in the schedule would make it more difficult for the Commission to allow MGM Springfield to count the completion of such space in its post-opening capital expenditure plans, pursuant to MGL c.23K, sec. 21(A)(4)<sup>4</sup>. MGM Springfield argues that in the early years after opening, the MGM Springfield facility will not require significant funding for improvements or maintenance. Thus, it may be difficult for MGM Springfield to develop a capital expenditure plan that meets the capital expenditure requirements under the Gaming Act and the Commission's regulations. MGM Springfield has stated that further work on the Armory could be one project that would help MGM Springfield meet such requirement. While that may indeed prove to be a proposal worth consideration, staff does not believe that the Commission needs to make such a determination at this point. Instead, staff recommends that the Commission continue to review the options for the Armory building, with the benefit of the quarterly reports on activation plans and on the search for a viable tenant or tenants.

Dave's Retail: In MGM Springfield's response to the Staff Memorandum, MGM Springfield stated that "MGM originally anticipated having the proposed retail and/or food and beverage space planned for the corner of Main and Union Streets shelled and available for leasing by Operations Commencement....MGM plans to temporarily delay constructing a 'shell' to ensure that any exterior construction meets the needs of desirable tenants." MGM Springfield has expressed optimism about finalizing a tenant for this location. However, as of the date of this memorandum, no lease has yet been finalized. Although staff is also cautiously optimistic that MGM Springfield will be able to finalize a lease in the near future, there is a significant risk that a building at this location will not be constructed by the Opening Date. MGM Springfield has

---

<sup>4</sup> Chapter 23K, Section 21(A)(4) states that the "commission shall prescribe the form of the gaming license, which shall include, but not be limited to, the following license conditions for each licensee. The licensee shall: ... (4) make, or cause to be made, capital expenditures to its gaming establishment in a minimum aggregate amount equal to 3.5 per cent of the net gaming revenues derived from the establishment; provided, however, that a gaming licensee may make capital expenditures in an amount less than 3.5 per year as part of a multi-year capital expenditure plan approved by the commission."



provided a conservative date of July 2019 for the completion of this building. Staff recommends that the Commission accept this post-Opening date for completion of the Dave's Retail building but condition such approval on the provision of a construction security mechanism (bond or escrow agreement) satisfactory to the Commission. This recommendation is similar to the recommendation of a construction security mechanism for the completion of the residential units. Staff also recommends that the Commission condition its approval of a July 2019 date for the construction of this space upon a requirement that this later date must not conflict with any requirements under the Host Community Agreement.

Retail at the Corner of State and Main – MGM Springfield has requested that the Commission remove 101 State Street from the boundaries of the gaming facility. Pending that discussion, Commission staff recommends that the Commission defer on acting upon the schedule for completion of the planned use for the first floor of the building on State and Main. In addition to considerations of whether this space should be removed from the gaming facility definition, the Commission will also need to determine how the Commission's LEED Gold requirements will apply to this space, when it is finally rehabilitated for its eventual use. Similar to the Dave's retail corner, the Commission will also need to be cognizant of Host Community Agreement provisions that apply to 101 State Street.

Priority of Section 61 Deadlines - Staff recommends that the Commission specify that nothing in the approval of this MGM Springfield schedule shall be construed to otherwise impact or impair the Commission's Section 61 Findings issued in relation to the MGM Springfield project. Commission staff and MGM Springfield continue conversations on what updates (such as building square footage totals) or modifications may be necessary to such Section 61 Findings.



**RECOMMENDATION** – For the foregoing reasons, we recommend that, pursuant to 205CMR 135.02 (2)(a) the Commission approve the attached construction schedule with the following conditions:

1. MGM Springfield shall provide quarterly reports to the Commission on the requirement that the Project includes no less than 54 newly developed market rate units within one half mile of the casino;
2. MGM Springfield shall, by March 1, 2019, provide a final commitment and documentation for the 31 Elm Street Project along with a realistic construction timeline from the City;
3. If MGM Springfield cannot meet Condition 2 by March 1, 2019, MGM Springfield shall proceed with the independent residential development requirement within the timeline set forth in the HCA, as amended (March 2020);
4. MGM Springfield shall inform the Commission of any material event that would significantly alter the potential that MGM Springfield will proceed with the City's plan to rehabilitate 31 Elm Street in Springfield with assistance provided by MGM Springfield;
5. MGM Springfield will provide a construction security mechanism (bond or escrow agreement) satisfactory to the Commission for the construction of the off-site residential units and the so-called Dave's Retail building on the corner of Main Street and Union Street;
6. MGM Springfield shall provide at least quarterly reports identifying the proposed activation of the Armory space for the subsequent three month period;
7. MGM Springfield shall report to the Commission during the quarterly reports on the efforts used to identify a suitable tenant for the Armory space for its Originally Intended Use;
8. The Commission reserves its ability to set a construction schedule and deadline for the Originally Intended Use of the Armory building;
9. The Commission's approval of any post-Opening dates for the construction of facilities, including but not limited to the so-called Dave's Retail building, is contingent upon MGM Springfield's compliance with any applicable provisions of its Host Community Agreement with the City of Springfield;
10. This schedule approval does not yet include an approval of a schedule for the completion of work at 101 State Street and;
11. Nothing in the approval of this MGM Springfield schedule shall be construed to otherwise impact or impair the Commission's Section 61 Findings issued in relation to the MGM Springfield project.



## ***MGM Springfield*** **Construction Schedule**

<b>Ref</b>	<b>Sub-Project</b>	<b>Date</b>
1	Parking Garage - TCO	10/04/2017
2	95 State Street - TCO	12/22/2017
3	Central Utility Plant	04/06/2018
4	Central Electric Facility	06/01/2018
5	Parking Garage - Signage & Valet	06/04/2018
6	Commissioning Gaming Equipment <sup>(a)</sup>	07/31/2018
7	Information Technology Systems <sup>(a)</sup>	07/31/2018
8	Off-site Improvements	07/31/2018
9	Day Care - Turnover to Tenant	07/31/2018
10	French Church Fit Out - Turnover to Tenant	08/01/2018
11	Podium - TCO	08/06/2018
12	Hotel - TCO	08/06/2018
13	Armory	08/15/2018
14	Entertainment Block	08/20/2018
15	Opening Date-On or Before	09/05/2018
16	Corner Retail (Dave's Furniture site)	07/08/2019
17	Residential <sup>(b)</sup>	03/27/2020
18	101 State Street <sup>(c)</sup>	TBD

### **Notes:**

<sup>(a)</sup> MGC Requirement pursuant to 205 CMR 135.02 (2) (a)

<sup>(b)</sup> HCA Amendment Date.

<sup>(c)</sup> Timing of final build-out of 101 State Street is contingent on discussions with Focus Springfield and future tenants. Discussions will take place post opening

<sup>(d)</sup> TCO - Temporary Certificate of Occupancy



Massachusetts Gaming Commission





TO: Commissioners  
FROM: Community Mitigation Fund Review Team  
CC: Edward Bedrosian  
DATE: April 9, 2018  
RE: Community Mitigation Fund Public Safety Applications

---

This memorandum provides an analysis of the applications submitted on behalf of the Hampden County Sheriff's Department ("HCS D"), the Massachusetts Department of State Police ("State Police"), and the Springfield Police Department ("Springfield Police" or "SPD") for funding under the 2018 Community Mitigation Fund ("2018 CMF"). The Hampden County Sheriff's Department requested an expedited review. The Massachusetts Department of State Police and the Springfield Police Department requested monetary waivers of the cap for Specific Applications and are the only two applicants for police training cost funding authorized under Specific Impact Grants.

The Community Mitigation Review Team ("Review Team") reviewed the Applications to ensure the Applications are in compliance with the 2018 Guidelines. As part of this review process, copies of the Applications were sent to the licensees for their review and comment. Conference calls were held between the applicants and the Review Team. Additional information requests, attached to this memorandum as **Exhibit A**, were submitted to the applicants and numerous meetings were held by the Review Team to ensure a thorough review process.

The below chart shows the overall recommendations of the Review Team as compared to the overall anticipated spending targets in the 2018 Guidelines.

#### **Recommendations of the Review Team**

To effectuate a consistent and efficient system to analyze the Applications, the Review Team utilized the review criteria specified in the 2018 Guidelines.

- A demonstration that the impact is being caused by the proposed gaming facility;
- The significance of the impact to be remedied;
- The potential for the proposed mitigation measure to address the impact;
- The feasibility and reasonableness of the proposed mitigation measure;
- A demonstration that any program to assist non-governmental entities is for a demonstrated public purpose and not for the benefit or maintenance of a private party;

- The significance of any matching funds for workforce development pilot program activities or planning efforts, including but not limited to the ability to compete for state or federal workforce, transportation or other funds;
- Any demonstration of regional benefits from a mitigation award;
- A demonstration that other funds from host or surrounding community agreements are not available to fund the proposed mitigation measure;
- A demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant; and
- The inclusion of a detailed scope, budget, and timetable for each mitigation request.

The evaluation criteria is highlighted to indicate the Review Team’s determination of compliance with the Guidelines

Meets Criteria	Review Team not Unanimous/Concerns Identified	Does not meet Criteria

SPECIFIC IMPACT APPLICATIONS GRANTS (Maximum \$500,000)			
Community	Anticipated	Requested Amount	CMF Review Team Proposal
Hampden County Sheriff FY 2018	\$400,000.00	\$400,000.00	\$372,000.00
Hampden County Sheriff FY 2019	\$400,000.00	\$400,000.00	\$400,000.00
Anticipated Police Training	\$2,500,000.00		
Massachusetts State Police Department	0	\$2,516,948.00	\$1,814,544.00
Springfield Police Department	0	\$744,159.84	\$160,498.32
<b>Total:</b>		<b><u>\$4,061,107.84</u></b>	<b><u>\$2,247,042.32</u></b>

**Hampden County Sheriff's Department**

**MGM Springfield Response:** “MGM continues to support the Hampden County Sheriff Department’s (HCSD) application for a grant of \$400,000 to help reduce the rent obligation for the Western Mass Correctional Alcohol Center (WMCAC) at their 155 Mill Street facility in Springfield. As you are aware, this is in result of the WMCAC having to deal with a significant increase in rent after relocating from the MGM Springfield project site. MGM is consistent in its



Massachusetts Gaming Commission



support of the WMCAC over the last couple of years and is pleased to support this request again in 2018.”

The Commission, at its August 1, 2016 meeting, authorized the use of Community Mitigation Funds for the Hampden County Sheriff’s Department. In agreeing to provide assistance to the HCSD, the Commission included several important conditions to the award. First, instead of a multi-year award, the Commission determined that the total amount of assistance for the HCSD would be no greater than \$2 million spread over a period of 5 years. In order to receive lease assistance in future years, the Sheriff’s Office was required to annually request funding for lease expenses. In fiscal year 2017, due to administrative changes, the Sheriff’s Department missed the deadline for filing for mitigation funds.

1.	Mitigate impacts related to the construction of Category 1 gaming facilities that have occurred or are occurring as of February 1, 2018. <a href="#">A demonstration that the impact is being caused by the proposed gaming facility</a>	Yes
The Western Massachusetts Correctional Alcohol Center (WMCAC) Springfield was forced to move after 29 years due to the MGM-Springfield Casino. This regional correctional treatment facility’s budget cannot afford the increase in rent. The annual rent at the former location in Springfield was \$666,276.17 including utilities and the rent at the new site is \$1,025,000 which does not include utilities. The Sheriff’s office is requesting to use the Community Mitigation Fund to offset the increased rent at the new location.		
2.	<a href="#">The significance of the impact to be remedied</a>	Yes
The building that housed the WMCAC was demolished as part of the MGM Springfield project. The specific impact funding authorized by the Commission will allow this highly successful governmental program to continue. The WMCAC is a regional facility that has provided a vital rehabilitative service for approximately 17,000 Berkshire, Franklin, Hampden, Hampshire and Worcester county offenders since 1985.		
3.	<a href="#">The potential for the proposed mitigation measure to address the impact</a>	Yes
Pursuant to the Commission’s prior decision, the Sheriff’s Office will be eligible for no more than five years of lease assistance totaling no more than \$2,000,000. The grant contract specified that HCSD’s office will need to annually demonstrate efforts to obtain other funding sources to enable the Sheriff’s office to afford the lease without Community Mitigation Fund assistance.		
4.	<a href="#">The feasibility and reasonableness of the proposed mitigation measure</a>	Yes
In HCSD’s response to the Review Team Request for Supplemental Information, HCSD noted: “[t]he current forecasted funding gap for FY18 is \$400,000 because we have forecasted FY18 spending factoring with \$636,000 coming from MA appropriation number 8910-0102. As a side note, we informed all assigned analysts from Administration & Finance (A&F), and both House and Senate Ways and Means Committees that projected spending for FY 18 does not include the additional expense of \$400,000 for rent if we do not receive mitigation funding this fiscal year.”  The Specific Impact Grant Guidelines states that "HCSD may apply for fiscal year 2018 and 2019 lease assistance during this 2018 Community Mitigation Fund Application Period. [for its current		



WMCAC location].” HCSD’s application states that, “HCSD worked with the Division of Capital Asset Management and Maintenance to develop the RFP. This was then sent out to bid, and an approved bid was accepted at the new address- 155 Mill Street, Springfield MA. Our original rent at the Howard Street location was \$666,276 including utilities. The lower than market rate rent was due to the length of stay at the original site (29 years). The annual rent at the new site began at \$1,025,000.00 and increases incrementally through year 7 of the 10 year lease.

Responding to the state issued RFP, the landlord of the current Mill Street property had to complete \$4 million worth of construction to retrofit and complete needed renovations to the location in order for the HCSD to move there. Our budget does not cover this increase. This Application is being submitted for fiscal year 2018 funds.

Due to administrative changes which occurred between January and February 2017 and the swearing in of a new Sheriff into office, HCSD missed the 2017 application deadline. This lease assistance is requested for fiscal year 2018 in the amount of \$400,000.00.”

However, the Application did not reflect that the Commission previously voted to authorize the HCSD to utilize \$28,0000 in FY 17 unspent funds in FY 18 to help remedy the previously missed application date. As \$28,000 has already been provided, the Review Team recommends that the Commission reduce the FY 18 award by \$28,000. In total, the HCSD will receive \$400,000 in the lease assistance in FY 18, including the previously authorized FY 18 award.

**The Review Team believes that the Sheriff’s office demonstrated the reasonableness and feasibility of its request.**

5.	The demonstration that any program to assist non-governmental entities is for a demonstrated public purpose and not for the benefit or maintenance of a private party	N/A
6.	The significance of any matching funds for planning efforts or workforce development pilot program activities	N/A
7.	Any demonstration of regional benefits from a mitigation award	Yes
The WMCAC is a regional facility that has provided a vital rehabilitative service for approximately 17,000 Berkshire, Franklin, Hampden, Hampshire and Worcester county offenders since 1985.		
8.	A demonstration that other funds from host or surrounding community agreements are not available to fund the proposed mitigation measure	N/A
9.	A demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant	Yes
Under the Displaced Tenant Payments, the Developer is required pay: ...(a) “a one-time fee of \$3/square foot (based on their existing square footage) of their new rentable space toward security deposit in and moving costs...” or “(b) ...\$4/square foot (based on their existing square footage of their new rentable space...tenant’s shall only be eligible for one of the subsidies set		



forth in subsection (a) and (b) above.”		
10.	The inclusion of a detailed scope, budget, and timetable for each mitigation request.	Yes

***Comment letter from the Mayor of Springfield:***

The importance of this facility is highlighted in the comment letter from Mayor Sarno dated January 12, 2018: “The Western Massachusetts Correctional Alcohol Center was in the footprint of the casino and was displaced, forcing relocation to a permanent address of 155 Mill Street in the city. With the new facility, the name was updated to become the Western Massachusetts Recovery and Wellness Center (WMRWC). The name change reflects the evolved mission of WMRWC as they treat offenders with various substance use disorder related issues. HCSD uses an integrated model of education, treatment, and recovery to address these addictions. This program is highly respected throughout the Commonwealth of Massachusetts.”

***Recommendation:***

The WMCAC, which has provided a vital rehabilitative service for approximately 17,000 Berkshire, Franklin, Hampden, Hampshire and Worcester county offenders since 1985 was impacted by the construction of the MGM Springfield facility as it was evicted from its location of over 29 years. The specific impact funding authorized by the Commission will allow this highly successful governmental program to continue. We believe that the Application by the Hampden County Sheriff’s Department meets the purposes of the 2018 Community Mitigation Fund Guidelines. We recommend that the Commission approve funding to assist the Hampden County Sheriff’s Office with its lease costs through FY 19. However as noted, we recommend that the Commission reduce the FY18 by \$28,000 to reflect FY 18 payments made previously.



Massachusetts Gaming Commission

### Massachusetts State Police

**MGM Springfield Response:** “The Massachusetts State Police (MSP) is applying for \$2,516,948 in community mitigation funds to cover the hiring of 43 troopers for the MGC Gaming Enforcement Unit, of which the MSP will dedicate 19 to MGM. MGM fully supports this request as any resources that can assist the MSP as a partner with the Springfield Police Department (SPD) to ensure downtown Springfield is a safe place to live, work and play is a wise investment of funds.”

**Wynn Boston Harbor Response:** “Expanded Gaming was introduced by the legislature in 2011. In doing so, the Commonwealth did not anticipate the financial burden placed on the State Police driven by the need to train additional Troopers.

Wynn Boston Harbor supports the training of 43 Troopers by the Massachusetts Department of State Police in preparation for the introduction of two Category-1, full-service casino resort facilities in the Commonwealth.

We believe that mitigating this unpredicted impact is precisely what the Legislature intended when creating the Community Mitigation Fund and recommend approving this request.”

1.	A demonstration that the impact is being caused by the proposed gaming facility/ Mitigate impacts related to the construction of Category 1 gaming facilities that have occurred or are occurring as of February 1, 2018 <b>and police training costs that occur prior to the opening of both Category 1 facilities.</b>	<b>Yes</b>
<p>The Application states that” [a]s a direct impact of Chapter 194 of the Acts of 2011, [An Act Establishing Expanded Gaming in the Commonwealth], the construction of the several gaming facilities in the Commonwealth and the statutory mandates of M.G.L. chapters 22C and 23K the Massachusetts State Police must now provide certain investigative and <b>enforcement police services in and around the Commonwealth's gaming facilities. This increased demand for</b> service has necessitated the hiring and training of 43 new State Troopers. The total cost of these new hires equals \$2,516,948. The cost of these 43 Troopers has not been otherwise included in the Department's annual appropriation nor has it been included in any other special appropriation.”</p> <p>It further noted that: “the MGC was unable to identify funds to support the additional Trainees at the time the class was being appointed. Notwithstanding MGC's inability to reimburse the State Police for the 43 Trainees the MGC and the MSP entered into an informal agreement that required the MSP to financially support the additional 43 Trainees in the 83<sup>rd</sup>• RTT. By doing this the MGC would be able to benefit from the assignment of a like number of Troopers once the class completed its training. The 43 Troopers will be assigned by MGC as follows:</p>		



Assignment	Number of Troopers	Approx. Date of Assignment
Gaming Enforcement Unit – Springfield MGM	19	05/01/2018
Gaming Enforcement Unit – Everett Wynn	19	“mid-FY19”
Gaming Enforcement Unit - IEB	1	05/01/2018
Attorney General’s Office	4	05/01/2018

Absent the MSP's willingness to advance these funds, the MGC would not be in a position to accept the assignment of the 43 Troopers that they have determined necessary to fulfill their mission.”

The State Police Application included a June 1, 2017 budget memorandum from the Gaming Commission that stated that “[t]he Massachusetts gaming commission (MGC) and office of the attorney general (AGO) are requesting 43 troopers be trained in the next recruit class to supplement our eventual requirements.”

The Review Team identified one issue regarding whether the impact is being caused by the proposed gaming facility [here gaming facilities]. Since the time that the Commission and the Attorney General’s Office identified their needs in the June 1, 2017 budgetary memorandum, the eventual need for troopers at the MGM Springfield and Wynn Boston Harbor facilities has been refined. Since that time, the MGC, the State Police, and the City of Springfield have engaged in discussions regarding a Memorandum of Understanding (“MOU”) between the State Police and the City of Springfield that will spell out the required number of law enforcement personnel anticipated to be needed at the MGM Springfield facility. The current draft MOU anticipates that both State Police and Springfield Police Department personnel will be assigned to MGM Springfield as part of a Joint Task Force, similar to the Joint Task Force that exists at the Plainridge Park facility. Although 19 law enforcement personnel will still be necessary at the facility, the proposed MOU anticipates that the Joint Task Force will include 13 State Troopers and 6 Springfield Police Officers. As a result, the assignment of State Troopers at the MGM Springfield facility is anticipated to be 6 State Troopers less than was anticipated in the June 1, 2017 memorandum. Although discussions regarding an MOU between the State Police and the Everett Police Department have not yet fully commenced, it is likely that the Joint Task Force model will be a major component of the MOU for the Wynn Boston Harbor facility. If the same composition of any Wynn Boston Harbor Joint Task Force prevails, it could be anticipated that the Joint Task Force would include 13 State Troopers and 6 Everett Police officers. As such, the assignment of State Troopers at the Wynn Boston Harbor facility may be 6 State Troopers less than was anticipated in the June 1, 2017 budget memorandum.

Given that these needs have changed, the Review Team discussed whether it was appropriate to charge the cost of training for 38 State Troopers to the 2018 Community Mitigation Fund, given that potentially only 26 (13 for MGM Springfield and 13 for Wynn Boston Harbor) may be necessary given current plans. The MOU between the Gaming Commission and the MSP anticipates that the Staffing Plan for the Gaming Enforcement Unit “will be reviewed annually by



Massachusetts Gaming Commission

the Parties to ensure that staffing levels are reasonably appropriate to meet the requirements of M.G.L. c. 23K.” Unlike the Community Mitigation Fund application process, the MOU anticipates an ongoing relationship between parties that can more flexibly adapt to the inevitable uncertainties of the budgetary process, including the need to predict law enforcement personnel levels perhaps months to years in advance. As such, some Review Team members note that the historical process of assessing recruit costs would be the preferable mechanism to pay for costs that the Commission agreed to pay but which, due to changing plans, are no longer as directly tied to the gaming establishments as once predicted. Indeed, in contrast to the current situation (training needs may not be as predicted) the Commission (and its licensees) have already experienced situations where the cost of services provided have exceeded the levels of reimbursement. Such a situation was even built into the first MOU, where the MSP agreed, for a specific allotment in 2014, that the “MSP shall be responsible for all cost in excess of those specifically assumed by the Commission.” As incongruities inevitable in budgeting may be better rectified by the parties through the ongoing budgeting process, members of the Review Team recommend that the Commission charge the costs of the 12 State Police positions not currently anticipated to be part of the Joint Task Force to the traditional budgeting method, namely assessments on licensees, versus through Mitigation Fund grants. In response to the eligibility of State Police costs for Community Mitigation Funds, MGL c. 23K, § 61 authorizes the Commission to “expend monies in the fund to assist the host community and surrounding communities [and governmental entities with an impact affecting more than one community] in offsetting costs related to the construction and operation of a gaming establishment including, but not limited to, communities and water and sewer districts in the vicinity of a gaming establishment, local and regional education, transportation, infrastructure, housing, environmental issues and public safety, including the office of the county district attorney, police, fire and emergency services.” (Underlining added.)

The Review Team unanimously agrees that costs to enable the State Police to provide officers at the MGM Springfield and Wynn Boston Harbor facilities are public safety costs in keeping with the statute. However, because of the change in the anticipated need for such personnel directly at the facilities, a majority of the Review Team members recommend that the Commission charge no more than the proportionate costs of 26 officers to the 2018 Community Mitigation Fund, with the balance of the costs to be assumed through the assessment process. As such, a majority of the Review Team recommends that the Commission award a grant in the amount of \$1,814,544, with the balance of the reimbursement (\$702,404.00) to be made through the assessment process

Under the MOU, the Commission stated that it “may, from time to time, agree that the Commission will fund and in turn the MSP may appoint a mutually agreeable number of recruits to a scheduled MSP Recruit Training Troop.”

The State Police provided funding for the MSP Recruit Training Troop who graduated from the State Police Academy on January 25, 2018.

2.	The significance of the impact to be remedied	Yes
----	---	-----

The Application states that “[i]n good faith and in recognition of MGC's need for additional





Troopers, the MSP has assumed all costs for the 43 Trainees, leveraging operational funds that are now needed for other financial commitments. All said, the MSP will have leveraged \$2,516,948.00 of its FY18 operational funds for the direct benefit of the Gaming Commission.” The MSP now looks to the MGC to determine the appropriate Fiscal Year 20 18 funding source for the \$2,516,948.00 the MSP needs to discharge the financial liability it has incurred so that the requisite numbers of Troopers are available for the opening of the Springfield and Everett gaming facilities. By authorizing these grant funds the MGC will satisfy its commitment to make the MSP whole and be positioned to ensure the public's confidence in the integrity of the gaming industry in Massachusetts.

In its response to the Review Team, the State Police noted that: “[a]fter a great deal of discussion and with all parties acknowledging the absolute need to provide a proper level of state police personnel to the Gaming Commission the State Police and acknowledging that the next RTT may not be for two -five years the State Police agreed to cover all costs of the additional forty-three trainees for the Gaming Commission until such time as the Commission could publically announce its 2018 Community Mitigation Fund Grant....”

The Review Team found the impact to be remedied significant. The Review Team also added that the State Troopers will be performing an essential function to open the MGM Springfield and the Wynn Boston Harbor facilities. The State Troopers will be performing background checks on potential employees of the casinos.

3.	The potential for the proposed mitigation measure to address the impact	Yes
----	---	-----

The Application states that “[t]o be clear the MSP has already incurred and expended more than \$1.7M in expenses to have 43 Troopers ready for assignment to the MGC by May 1, 2018. The MGC and MSP agreed in June of 2017 that the MSP would assume all the expenses for the 43 Trainees asked for by the MGC subject to the MSP applying for the 2018 Community Mitigation Grant. In good faith and as a cooperative partner with MGC, the MSP has covered all expenses for the 43 Trainees to date. The MSP now seeks the grant funds that are necessary to make itself whole. These funds are needed as soon as possible in order for the MSP to avoid an otherwise inevitable deficiency for FY18.

The requested funds will address the impact by reimbursing the State Police for costs that it incurred for training State Police personnel. In its Application, the State Police included a draft budgetary memorandum authored by the Gaming Commission that stated:

- “ b. The state police can run the class for the 43 troopers but need a funding source identified by end of calendar year 2017 with a mechanism to begin paying the incurred training costs by February of 2018;
  - i. The state police have agreed to apply for a grant to pay for the training costs- they are exploring the option of an early Community Mitigation Fund Grant in early 2018;
  - ii. If the state police are unable to secure funding for the training costs through a grant, the Commission will assess the licensees, proportionally, and the licensees will need to pay this assessment.”



<p>Thus, at issue here, based on this draft MOU between the State Police and the SPD, is not whether the Gaming Commission should reimburse the State Police for these training costs. The issue is whether such costs should be paid through 2018 Community Mitigation Funds, through the Commission's annual budget (funded through licensee assessments), or through a combination of such sources. The Review Team was not unanimous on this question. A majority of the Review Team recommends that the Commission use a combination of the 2018 Community Mitigation Fund and assessments to reimburse the State Police for its expenses.</p>		
4.	The feasibility and reasonableness of the proposed mitigation measure	Yes
<p>In regard to the reasonableness of the proposed mitigation measure please see the above discussion regarding the number of Troopers to be assigned to the GEU at the MGM Springfield and Wynn Boston Harbor facilities. The Review Team was not unanimous regarding whether all of these costs should be borne by the Community Mitigation Fund. In regard to the remaining troop positions requested, the Review Team relies on the determination made in June 2017 (see June 17 Memorandum) by the Attorney General's office and the Commission's staff for the need of four new Troopers to be assigned to the Attorney General's office and one new Trooper to be assigned to the IEB. In regard to feasibility, the State Police noted that it have already expended funds for the purpose: "[w]hereas the MSP agreed in June of 2017 to assist the MGC by covering all expenses associated with the 43 Troopers that the MGC requested, nearly 80% of what has been requested from the Community Mitigation Fund has already been expended"</p>		
5.	The demonstration that any program to assist non-governmental entities is for a demonstrated public purpose and not for the benefit or maintenance of a private party	N/A
6.	The significance of any matching funds for planning efforts or workforce development pilot program activities	N/A
7.	Any demonstration of regional benefits from a mitigation award	Yes
<p>The Review Team believes that the proposal will provide an important benefit to Springfield and Everett and will help avoid potential negative consequences associated with a lack of available State Polices resources to serve the gaming facilities or the Commonwealth as a whole.</p>		
8.	A demonstration that other funds from host or surrounding community agreements are not available to fund the proposed mitigation measure	N/A
<p>The Massachusetts Department of State Police does not have a host or surrounding community agreement. However, a Memorandum of Understanding was executed between the Massachusetts Gaming Commission and the Massachusetts Department of State Police wherein MGC agreed to: "[s]ubject to the approval of the IEB the Commission agrees to assume all costs associated with specialized training arising out of a member's assignment to the Unit or training that the IEB may require from time to time. Training costs shall include, but are not limited to, registration fees, training materials, requisite travel, lodging and meals. The MSP agrees to provide the Commission with a training plan and an estimate of costs prior to approving training for any member of the Unit."</p>		



Massachusetts Gaming Commission



As stated above, the Review Team noted that it was not unanimous on whether all or a portion of the costs should be paid through assessments or through the 2018 CMF. The Review Team was cognizant of the reliance by the MSP on assurances that its costs would be reimbursed even though the source of the reimbursement has yet to be determined.		
9.	A demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant	Yes
As noted in the memorandum the Staffing Plan shall include the number and rank of personnel assigned to the Unit. The Staffing Plan will be reviewed annually by the Parties to ensure that staffing levels are reasonably appropriate to meet the requirements of M.G.L. c. 23K; provided however the Parties recognize that staffing levels at the Gaming Unit may, from time to time, be negatively or positively affected by the MSP's actual "troop strength" and operational demands. The Parties agree to work in good faith to provide the Commission its desired level of staffing, recognizing the Commission's investment in Recruit Training positions, as well as the MSP's obligation to support public safety across the Commonwealth.		
10.	The inclusion of a detailed scope, budget, and timetable for each mitigation request.	Yes

**Waiver Request by MSP:** “The attached spending plan details spending by amounts and object classes for the total grant amount. Per the 2018 Community Mitigation Fund Grant, specific impact grants are capped at \$500,000 without waiver authorization. Whereas the Massachusetts State Police seeks mitigation in the amount of \$2,516,948.00 the Massachusetts State Police hereby requests a waiver of the stated cap.

b) The MSP will use the grant funds to hire, train and compensate,”

**Waiver Request Response by Review Team:** The Review Team believes that the State Police have provided proper and just evidence and recommend the Commission grant such request. In the Mitigation Guidelines, the Commission stated: “[a]ny community and governmental entity seeking a waiver should include a statement in its Application specifying the reason for its waiver request, in accordance with the waiver guidance included in these Guidelines. The Commission recognizes that applications for police training costs may exceed \$500,000 and may take this into consideration in evaluating any waiver requests.”

**Recommendation:**

Because of updated plans since June 2017 resulting from MOU discussions relative to the anticipated needs for Troopers at the MGM Springfield and Wynn Boston Harbor facilities, a majority of the Review Team members recommend that the Commission charge no more than the proportionate costs of 31 Trooper trainees to the 2018 Community Mitigation Fund, with the balance of the costs to be assumed through the assessment process. The State Police requested funding for 43 Trooper trainees. The MOU discussions have resulted in new plans for the composition of the GEU at the MGM Springfield facility of 13 Troopers and 6 SPD personnel instead of the 19 Troopers initially anticipated. There have been no changes to



date regarding the need for the additional 4 Troopers to be assigned to the Attorney General's office and the 1 additional Trooper to be assigned to the IEB. The 31 Trooper trainee recommendation includes 26 Troopers as part of the GEU at both MGM Springfield and Wynn Boston Harbor (13 each compared to 19 requested) plus the additional 5 Troopers (AG and IEB). The cost of these 31 Trooper trainees is equal to 31/43 of the \$2,516,948 requested by the State Police, or \$1,814,544.

Potential costs of such Troopers	Proposed Number of Troopers	New Anticipated Number of Troopers
Gaming Enforcement Unit - Wynn Boston Harbor	19	13
Gaming Enforcement Unit - MGM Springfield	19	13
Gaming Enforcement Unit - IEB	1	1
Attorney General's Office	4	4
<b>Total New Costs</b>	<b>\$2,516,948.00</b>	<b>\$1,814,544.00</b>

As such, a majority of the Review Team recommends that the Commission award a grant in the amount of \$1,814,544.00, with the balance of the reimbursement (\$702,404.00) to be made through the assessment process. (*Underlining added.*)



Massachusetts Gaming Commission

### Springfield Police Department

**MGM Springfield Response:** “The Springfield Police Department (SPD) is applying for mitigation funds for the training of six (6) new recruits to attend the Police Academy that will backfill officers being transferred to the Gaming Enforcement Unit. We fully support any efforts that enhance the SPD's effort to continue to make the City of Springfield a safe place for residents, businesses and visitors. This funding would enhance the resources of the SPD even beyond the already significant Annual Community Impact payments MGM is funding under our Host Community Agreement. Moreover, while we appreciate the concerns of the SPD and believe that there can never be too many resources dedicated to creating a safe downtown and community, MGM Springfield and our security team continue to work closely together with the SPD and are confident that any public safety impacts related to our Project will be minimal.”

1.	<p style="color: blue;">A demonstration that the impact is being caused by the proposed gaming facility/</p> <p style="color: red;">Mitigate impacts related to the construction of Category 1 gaming facilities that have occurred or are occurring as of February 1, 2018 “and police training costs that occur prior to the opening of both Category 1 facilities.</p>	<b>Yes</b>
<p>Springfield’s Application stated that “[u]nlike the two alternative casino projects formerly proposed for Springfield and most others including Connecticut tribal ones; the MGM Springfield site rejected an inward-focused, self-contained "own-world" design. Instead, the project seeks to fully integrate the casino with its surroundings and make the Metro (downtown) area from the MassMutual Center to Symphony Hall part of the overall casino experience. The casino destination resort project will include a public plaza, ice skating rink, cinema and bowling alley- all of which can be accessed without passing through the casino floor proper; a radical shift from classic "gaming design" and one that requires an equally innovative and comprehensive response by the Springfield Police Department.”</p> <p>In 2014, John R. Barbieri was installed as Springfield Police Commissioner following the retirement of William J. Fitchet. Commissioner Barbieri's vision for policing the Metro-centric gaming area was markedly different from his predecessor's in scope and charted a spectrum service delivery plan that included a robust Metro Police Unit, public safety sub-station, kiosks and participation in the state Gaming Enforcement Unit. Commissioner Barbieri directed the establishment of a 41 officer/supervisor Metro Unit using Host Community Agreement funding as part of a public safety plan dedicated to the Metro and South End areas. The department's assignment of five officers and one lieutenant to the Gaming Enforcement Unit which is being solidified under a Memorandum of Understanding with the Massachusetts Gaming Commission and State Police will tax the operational capacity of the Springfield Police Department to maintain sufficient staffing levels necessary for the delivery of police services.</p> <p>The specific impact caused by the gaming facility's construction outlined in <b>Section 1.- Mitigation Impact</b> requires a real-time response accountable to the city's overall public safety plan and finite municipal resources. The City of Springfield/Springfield Police Department will use this funding opportunity to fill staffing vacancies with a belief that successful mitigation is dependent on having the right number of personnel in place to offset the challenges of related to the casino project.</p>		



Massachusetts Gaming Commission

The City of Springfield Application states that “the City of Springfield/Springfield Police Department seeks funding for police training and related costs to remediate staffing deficits resulting from its reassignment of sworn personnel to staff its Gaming Enforcement Unit- Springfield compliment.” It also stated that “The City of Springfield/Springfield Police Department proposes for this funding opportunity to fund the training and equipment needed for six (6) new recruit officers to attend the Police Training Academy and to establish one (1) new lieutenant's position through promotion of an existing sergeant. Furthermore, the cost of fully outfitting the recruit officers and Quinn Bill Educational Incentive for the lieutenant is sought. Additionally, back-fill overtime costs are requested to remediate staffing deficits that will occur immediately upon the reassignment of sworn personnel to the state Gaming Enforcement Unit. Back-fill overtime will remedy operational deficits that will occur upon reassignment of sworn personnel to the Gaming Enforcement Unit and continue until such time as the recruit officer complement completes academy training and amends the resulting staffing shortfalls.”

The City of Springfield has requested relief from the 2018 Guidelines limitation that reimbursable police training costs “occur prior to the opening of Category 1 facilities.” The Application notes that “[b]ased on a projected April 2018 academy start date; it is anticipated that training will not conclude before the forecasted September, 2018 opening of the gaming facility. However, academy training is expected to conclude within a month of the gaming facility's opening.”

**The Review Team believes that the conclusion of the training shortly after the expected MGM Springfield Opening should not be an impediment to funding under the 2018 CMF. The training is due to begin well before the opening of the MGM Springfield facility and is due to conclude shortly after the planned date. The time limitation put in the Guidelines was inserted in recognition that even though operational related impacts are not being funded in the 2018 program, police training prior to the opening would be necessary to enable police departments to be prepared for the opening period of the Category 1 gaming facilities.**

2.	The significance of the impact to be remedied	Yes
----	---	-----

Springfield’s Application states that The interest of the City of Springfield on behalf of its citizens and the public at large are best served through the establishment of the most robust public safety plan at its gaming site. Assignment of sworn personnel to the critically important state Gaming Enforcement Unit serves the public interest by ensuring integrity through the highest quality investigation and enforcement of gaming offenses. **The Review Team believes that the impact to be remedied is significant.**

3.	The potential for the proposed mitigation measure to address the impact	
----	---	--

Springfield’s Application states that “[t]he City of Springfield/Springfield Police Department is currently negotiating a Memorandum of Understanding (M.O.U.) with the Massachusetts State Police as evidence that the requested funds will be used to address impacts directly related to the gaming facility. The draft M.O.U. outlines a complement of five (5) police officers and one (1) lieutenant to be assigned to the state Gaming Enforcement Unit in April/May, 2018. Mitigation funds requested for recruit officer academy training and the establishments of a new lieutenant's



position are identical in scope to the department's Gaming Enforcement Unit compliment. Mitigation funding will be used to fund a one-for-one replacement for officers reassigned to the state Gaming Enforcement Unit.

4. The feasibility and reasonableness of the proposed mitigation measure

The Review Team and the City of Springfield carefully reviewed the reasonableness of the request and asked the City to refine its proposal. Specifically, although the planned Memorandum of Understanding (MOU) between the State Police and the Springfield Police Department calls for the assignment of five (5) officers and one (1) lieutenant, the budgetary detail provided by Springfield requested the reimbursement of the training costs associated with six (6) officers and the additional costs of one (1) lieutenant. Further, the Application was based on the full year salaries of such personnel instead of the 24 month period of the Springfield Training Academy. As a result, the Review Team believes that any reimbursement of these particular costs should not exceed \$137,380.32 instead of the amount requested. This \$137,380.32 amount is the value of the salaries for 6 personnel through the 24 week Police Training Academy Period, as estimated by Springfield. The Review Team found both the proposed equipment cost of \$18,618 and the training staff cost of \$4,500 to be reasonable and in keeping with the types of costs that the Commission has historically paid. The Review Team also reviewed the request for "Back-fill Overtime" Costs of \$275,959.20. The Application stated that "[s]afety and security is a critical need for our city, residents, businesses and patrons. In developing our Gaming Enforcement Unit, personnel vacancies have ensued. In order to remediate the loss of five officers and one lieutenant, we seek \$275,959.20 in overtime back-fill cost to maintain current levels of providing a safe community through visible, reliable, and proactive police service. Funds requested for this purpose will provide current levels of service over 24 weeks as the Gaming Enforcement Unit officers leave their current unit for reassignment, and until the new recruits have completed the training academy in October 2018." In the Review Team meeting with Springfield, the Review Team noted that consistent with Commission's past practice, the costs of Springfield personnel assigned to the GEU would be paid by the Commission. In its letter to Springfield following this meeting, the Review Team noted that "[b]ased upon prior experience, it is anticipated that the costs of SPD officers assigned to the GEU will be paid by the Gaming Commission through an assessment on its licensees. Because the Commission would pay for such personnel, the SPD budget would no longer be required to account for such personnel during the Police Training Academy period. Did the request for backfill anticipate the budgetary savings that would result from Springfield not needing to pay for the salary costs for these personnel during the 24 week Police Training Academy period?"

In its response, Springfield stated that: "[i]t is the understanding that the Mass Gaming Commission will reimburse for the GEU separate and above from this grant. The request to replace officers did anticipate the salary savings as the salary savings will be used to cover administrative and operational costs outside of salaries created by increasing our complement by 6."

**Upon reviewing the Springfield letter, the Review Team determined that \$160,498.32 costs are reasonable, including \$137,380.32 in GEU Replacement Training, \$18,618 in equipment costs, \$4,500 in training staff costs. Springfield agreed that because the Commission will pay for the**



Massachusetts Gaming Commission

salaries of SPD personnel assigned to the GEU, it would experience budgetary savings from not having to pay the costs of such personnel during the Academy period. However, in its response letter, it stated that: “[t]he request to replace officers did anticipate the salary savings as the salary savings will be used to cover administrative and operational costs outside of salaries created by increasing our complement by 6.”

Some of the members of the Review Team believe that the Commission can question whether the 2018 CMF should pay for this sworn personnel salary costs. As noted in the discussion of the Host Community Agreement in Section 4, the City of Springfield will receive significant funds for public safety. It is difficult to ascertain if all of the anticipated overtime costs would be necessary at this early stage. In any regard, such a determination regarding the use of overtime by Springfield is within the domain of the City of Springfield and the Springfield Police Department. By paying for both the costs of the trainees through the Community Mitigation Fund and the costs of the SPD members of the GEU through the Commission’s regular budget process, the Commission will contribute significant funds to promote the safety of the MGM Springfield facility and the City of Springfield. However, at least one member of the Review Team recommended that the CMF cover this overtime amount.

5.	The demonstration that any program to assist non-governmental entities is for a demonstrated public purpose and not for the benefit or maintenance of a private party	N/A
6.	The significance of any matching funds for planning efforts or workforce development pilot program activities	N/A
7.	Any demonstration of regional benefits from a mitigation award	N/A
8.	A demonstration that other funds from host or surrounding community agreements are not available to fund the proposed mitigation measure	Yes

As noted in the Response Letter from the City of Springfield, the 5 officers and 1 lieutenant that are the subject of this grant request will be in addition to the 40 person Metro Unit funded in part through the host community agreement. In its Application, Springfield stated that “[t]he Springfield Police Department's participation through reassignment of five (5) officers and one (1) lieutenant to the state Gaming Enforcement Unit was not anticipated nor addressed in its Host Community Agreement. The Host Community Agreement did not provide and could not reasonably foresee providing for Gaming Enforcement Unit staffing because the department's participation in the unit was at the earliest stages rejected by the former Police Commissioner ....”

In its letter to Springfield, the Review Team noted several significant prior to opening and post opening payments that the City of Springfield will receive under the Host Community Agreement. Springfield responded that: “[t]he training for replacement officers for the GEU was not anticipated when the City negotiated the additional \$1M provided by MGM.” and “... [t]he Host Community Agreement (the "HCA") between the City and MGM Springfield includes community impact fees for the host community, a community development grant, and all stipulations of





responsibilities between the host community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment. ....” The Agreement also includes a "PILOT" Agreement pursuant to G.L. Chapter 121A that is in lieu of taxes under G.L. c. 59. Together, the payments under the PILOT; the grant; and the impact fees average approximately \$26 Million/year....”

**Although the Review Team does recognize the significant funding under the HCA that can be allocated to public safety purposes, it does find merit in Springfield’s argument that the 6 individuals assigned to the GEU will be in addition to the 40 Metro Unit Officers anticipated to be paid with revenues from the HCA.**

9.	A demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant	Yes
----	--	-----

According to the SPD’s Application: “The Springfield Police Department's participation through reassignment of five (5) officers and one (1) lieutenant to the state Gaming Enforcement Unit was not anticipated nor addressed in its Host Community Agreement. The Host Community Agreement did not provide and could not reasonably foresee providing for Gaming Enforcement Unit staffing because the department's participation in the unit was at the earliest stages rejected by the former Police Commissioner.”

10. The inclusion of a detailed scope, budget, and timetable for each mitigation request.

Although the initial Application included a detailed scope, budget and timetable, some of these entries were incorrect.

**Waiver Request:** “The City of Springfield/Springfield Police Department seeks waivers/ variances for: 1) Funding Request in Excess of the \$500,000 Funding Cap, and 2) One Application Per Municipality, and 3) deadline for incurring costs prior to opening of MGM Springfield (as Police Training Academy won't be completed until approximately October, 2018).”

**Waiver Request Response by Review Team:** If the Commission authorizes the proposed amount \$160,498.32 recommended by the Review Team no waiver of the amount of the grant will be necessary. Springfield has two other Specific Impact Grant applications. In the event that funding for all of these applications exceeds the \$500,000 amount, the Commission could consider the waiver request at that time. As discussed previously, the Review Team agrees that a waiver regarding the time-frame for training is warranted.

**Recommendation:**

The Review Team recommends that the Commission award a grant for SPD training in the amount of \$160,498.32. This is in comparison to the \$744,159.84 requested by SPD.

The difference between these two amounts resulted from a closer review of the Springfield request. Specifically:



1. Need for only 6 Personnel Instead of 7 in one part of the Application. Section A of the Budget Narrative included in the Springfield Application requests reimbursement for training costs associated with the hiring of six (6) new officers and the promotion of one (1) sergeant. As correctly stated in another part of the Springfield Application, the MOU that is being negotiated between the State Police and the SPD actually calls for the “reassignment of five (5) officers and one (1) lieutenant to the state Gaming Enforcement Unit.” Thus, the Budget Narrative is not correct, as it includes one more position than is planned.
2. Budget Narrative Requests Reimbursement for Full Year Salaries / Training Period is Only ½ a Year. Section A of the Budget Narrative included in the Springfield Application requests reimbursement for the annual salaries of the new recruits and also the annual salary of Lieutenant. However, the Police Training Academy Period runs for only 5.5 months (May 1, 2018 to October 16, 2018). Thus, the Budget Narrative is not correct, as it includes costs for more than a half year than is necessary. Springfield provided a revision of the costs of these 6 personnel through the 24 week Academy Period of \$137,380.32.
3. Non-Agreement with Inclusion of Back-fill Overtime. Section A of the Budget Narrative included in the Springfield Application requests reimbursement for back-fill overtime costs to “provide current levels of service over 24 weeks as the Gaming Enforcement Unit officers leave their current unit for assignment, and until the new recruits have completed the training academy in October 2018.” During the meeting with the Review Team and in the correspondence to Springfield, the Review Team stated that Springfield should experience budgetary savings resulting from Springfield not needing to pay for the salary costs of SPD personnel that have been assigned to the GEU for the 24 week Police Training Academy period. Based upon prior experience, the Commission, through assessments on its licensees, will pay for the costs of those SPD personnel once they are part of the GEU. The Review Team posited that Springfield could use this budgetary savings to pay for such back-fill overtime costs. Springfield disagreed, stating, in its response letter to the Review Team that “[t]he request to replace officers did anticipate the salary savings as the salary savings will be used to cover other administrative and operational costs outside of salaries created by increasing our compliment by 6.” The Review Team does not recommend that the Commission approve funding for the back-fill of overtime at this time. It is unclear what such “other administrative and operational costs” would be and whether these costs are directly tied to the allocation of personnel to the GEU. Further, if the Commission reimburses Springfield for the costs of the Training Academy Related Costs (salaries, equipment, training staff cost) through the 2018 CMF and pays for the costs of the SPD GEU members through an assessment, the Commission will provide significant resources to the City of Springfield beyond those that it will receive under the Host Community Agreement.
4. Quinn Bill Educational Incentive. In its Application, SPD asked in their application for funding for Quinn Bill Educational Incentive costs. The Application stated that: “...we seek to include the Quinn Bill cost associated with this promotion. The Quinn Bill was enacted by the Massachusetts Legislature to encourage police officers to earn degrees in law enforcement and criminal justice. The current rate is 20% of the base salary; for this position,



Massachusetts Gaming Commission



we seek \$17,846.40.Quinn Bill Educational Incentive for the lieutenant is sought which is estimated at 20% of the Lieutenant’s salary....”

The Review Team believes that any reimbursement of Quinn Bill costs is more closely aligned to the issue of proper compensation of those serving in the GEU rather than an issue of police training. Therefore, we do not recommend that Quinn bills costs be funded out of the Community Mitigation Fund.

<b>Costs</b>	<b>Springfield Budget Narrative</b>	<b>Review Team Recommendation</b>
Sworn Personnel	\$445,082.64	\$137,380.32
Equipment	\$18,618,00	\$18,618,00
Training Staff Cost	\$4,500.00	\$4,500.00
Back-fill Overtime	\$275,959.20	-
	<u>\$744,159.84</u>	<u>\$160,498.32</u>





March 30, 2018

***Via Email***

Nicholas Cocchi, Sheriff  
Hampden County Sheriff's Department  
627 Randall Road  
Ludlow, MA 01056

Christopher Gelonese, C.F.O.  
Hampden County Sheriff's Department  
627 Randall Road  
Ludlow, MA 01056

Re: 2018 Community Mitigation Fund Specific Impact Application

Dear Sheriff Cocchi and Mr. Gelonese:

The Community Mitigation Fund Review Team ("review team") would like to thank you for the application and the Hampden County Sheriff's Department ("HCSD") staff for its participation in a conference call to discuss the application for community mitigation funds. The review team found the conference call to be very informative. As we discussed during the conference call, we are writing to ask the HCSD to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

1. If FY18 or FY19 lease assistance was not available from the Commission or other sources, what funding gaps would the Sheriff's Department experience?
2. What was your fiscal year 2018 (FY18) maintenance request for item 8910-0102? Was the full lease of \$1.025M included in that maintenance request? Was the cost of the lease included in any other item of appropriation funded by the legislature? If so, to what extent?
3. The Executive Office for Administration and Finance website is showing item 8910-1012 as being appropriated at \$72.047M, and projected spending to be \$74.224M in FY18. How much of the lease is included in the FY18 appropriated amount or the projected spending amount? Are you eligible for any of the supplementary funding for the State Sheriff that was recently enacted? If so, what is intended to be paid from the supplemental?

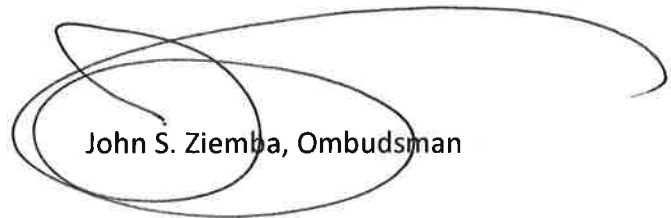


Massachusetts Gaming Commission

4. FY19 funding for item 8910-0102 is \$76.2M in the Governor's budget recommendations. What was your maintenance request? Was the full amount of the lease included in this maintenance request? How much of the lease is funded in the Governor's budget recommendation?

The community mitigation review team would like to present to the Commission its recommendation at the **April 12, 2018** Commission meeting. In order to meet this timetable, the community mitigation review team would greatly appreciate receiving your response by **April 6, 2018**. We look forward to reviewing this application with the Commission. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,



John S. Ziemba, Ombudsman

cc: Dan Boyea, Grants Coordinator  
Steve O'Neil, Public Information Officer  
MGC Commissioners  
CMF Review Team



NICHOLAS COCCHI  
SHERIFF

## THE COMMONWEALTH OF MASSACHUSETTS

SHERIFF OF HAMPDEN COUNTY  
627 RANDALL ROAD  
LUDLOW, MA 01056

TEL: (413) 547-8000  
FAX: (413) 589-1851

VIA Email

April 2, 2018

Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110  
C/O Mary Thurlow, Program Manager

Dear John, Mary, and the CMF Review Team,

This is the requested response to the 2018 Mitigation Fund Specific Impact Application follow-up questions. Please let me know if you need anything else to assist in the processing of our application.

1. In the fiscal year 2018 maintenance workbook we requested \$636,000 in G01 for space rental with the plan for the additional \$400,000 being supplemented from our already approved 5 year mitigation funds. The current forecasted funding gap for FY18 is \$400,000 because we have forecasted FY18 spending factoring with \$636,000 coming from MA appropriation number 8910-0102. As a side note, we informed all assigned analysts from Administration & Finance (A&F), and both House and Senate Ways and Means Committees that projected spending for FY18 does not include the additional expense of \$400,000 for rent if we do not received mitigation funding this fiscal year. The FY19 budget is difficult with regards to any financial gaps. In the FY19 maintenance request, HCSD again asked for \$636,000 in G01 for space rental with the plan of receiving \$400,000 in FY19 mitigation funds. The FY19 budget is still in the planning process and we have not even received a budget projection from the House. There are still many steps the Commonwealth must complete in order to finalize the state budget. Without complete knowledge what the FY19 final budget is we cannot report out on potential funding gaps if mitigation funds are not made available.
2. Our FY18 maintenance workbook request for 8910-0102 was \$76,250,542. As referenced in Question 1, we did not include the full lease in this maintenance request and only requested \$636,000 in G01 for space rental. The cost of the lease was not included in any other item of the appropriation.

CC: Daniel C. Boyea, HCSD  
Steve O'Neil, HCSD  
Nick Cocchi, Sheriff, Hampden County  
John Ziemba, MGC Ombudsman

3. The FY18 GAA for 8910-0102 is \$72,046,553. All of the Massachusetts Sheriff's Departments received approved spending plans from A&F for FY18. HCSD's approved plan was \$74,200,000. There is already a supplemental filed as part of the FY18 funding with a portion of that going to the Sheriff's Departments. The HCSD projected FY18 spending is in line with the already approved spending issued by A&F. Please note, only \$636,000 of the total lease is included in my projected spending. In keeping full transparency, in recent meetings with the assigned A&F analyst, we did inform him that if we do not receive any mitigation funds in FY18, then the projected spending would increase by \$400,000 putting HCSD over our approved spending cap. We are eligible for approximately \$2,000,000 of the supplemental funding issued towards the Sheriffs and this is how A&F was able to issue HCSD an increased approved FY18 spending plan. This funding is being immediately directed toward existing payroll deficiencies.
4. My FY19 maintenance request was \$76,988,753. Again, we only requested \$636,000 in G01 for space lease. The Governor's budget recommendations reflect only what HCSD requested in G01.

Respectfully Submitted,



Christopher Gelonese, Chief Financial Officer  
Hampden County Sheriff's Department

CC: Daniel C. Boyea, HCSD  
Steve O'Neil, HCSD  
Nick Cocchi, Sheriff, Hampden County  
John Ziemba, MGC Ombudsman



March 30, 2018

***Via Email***

Michelle Small, Chief Admin. Officer  
Massachusetts Department of State Police  
470 Worcester Road  
Framingham, MA 01702

Deborah Broderick, Director of Finance  
Massachusetts Department of State Police  
470 Worcester Road  
Framingham, MA 01702

Re: 2018 Community Mitigation Fund Specific Application

Dear Ms. Small and Ms. Broderick:

The Community Mitigation Fund Review Team (“review team”) would like to thank you and Jack Flynn for participating in the conference call with the community mitigation review team recently. It was a pleasure discussing with you the Massachusetts Department of State Police’s application for community mitigation funds. The community mitigation review team found the conference call to be very informative. As we discussed during the meeting, we are writing to ask you to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

1. We discussed the need for an accelerated review of your application. Can you briefly provide information why an expedited decision on Trooper training cost reimbursements is a necessity?
2. Discussions regarding the composition of the Gaming Enforcement Unit (“GEU”) have progressed since last year. Can you please confirm your understanding of the currently planned composition of the GEU between State Police officers and Springfield Police Department officers?
3. Have there been any significant changes to the estimated State Police training costs since you filed your application?



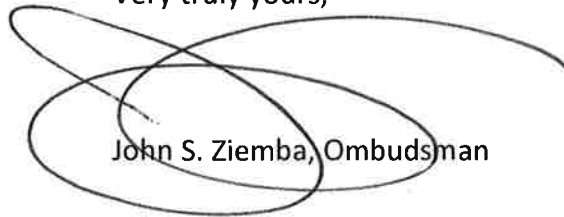
Massachusetts Gaming Commission

Michelle Small, Chief Admin. Officer  
Deborah Broderick, Dir. of Finance  
Page 2

4. Although plans regarding the composition of the GEU have changed since last year, can you describe how the timing of the State Police recruit training class impacted the need for a decision last year on State Police Recruit Training Troop numbers before finalization of details on the composition of the GEU?

The community mitigation review team would like to present to the Commission its recommendation at the **April 12, 2018** Commission meeting. In order to meet this timetable, the community mitigation review team would greatly appreciate receiving your response by **April 6, 2018**. We look forward to reviewing this application with the Commission. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "John S. Ziemba", is written over the typed name. The signature is fluid and somewhat abstract, with several loops and a long horizontal stroke extending to the right.

John S. Ziemba, Ombudsman

cc: Jack Flynn  
MGC Commissioners  
CMF Review Team



*The Commonwealth of Massachusetts*  
*Department of State Police*

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

DANIEL BENNETT  
SECRETARY

COLONEL KERRY A. GILPIN  
SUPERINTENDENT

*Division of Administrative Services*

*470 Worcester Road*

*Framingham, MA 01702*

*Telephone: (508) 820-2342*

April 5<sup>th</sup>, 2018

John S. Ziemba, Ombudsman  
Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110

Dear Mr. Ziemba,

I am in receipt of your March 30<sup>th</sup>, 2018 letter regarding the Massachusetts State Police's 2018 Community Mitigation Fund Application. On behalf of the Department of State Police I respectfully submit a response to each of the four questions that you seek clarification.

**QUESTION #1:** We discussed the need for an accelerated review of your application. Can you briefly provide information why an expedited decision on Trooper training cost reimbursement is a necessity.

**RESPONSE #1:** In June 2017, Interim Chief Administrative Officer of the Massachusetts State Police, Mr. Jack Flynn met with the Gaming Commission's Executive Director, Mr. Edward Bedrosian to discuss the Gaming Commission's projected need for additional state police coverage. The catalyst for this discussion was the impending openings of the MGM Springfield casino and the Wynn Everett casino. At the time of this conversation and, based upon the available information, Mr. Bedrosian projected that the Gaming Commission would need an additional forty-three Troopers beginning in 2018. Specifically, the Gaming Commission would need nineteen Troopers in order to prepare for the opening of MGM Springfield, one Trooper to assist with backgrounds and four Troopers for assignment to the Attorney General's Gaming Unit by May of 2018. The remaining balance of the total would not be needed until January of 2019; these nineteen would be necessary to prepare for the opening of the Wynn Everett.

The Gaming Commission's request for forty-three additional Troopers in June of 2017, came at a time when the Massachusetts State Police was managing through one of the most challenging manpower shortages it had faced in years. With a recommended staffing level of over 2,500 the Department's Troop Strength was approximately 2,100. Operating with 400 fewer Troopers than recommended it was highly unlikely that the Department would be able to identify, assign and deploy an

*Excellence In Service Through Quality Policing*



additional forty-three Troopers to the Gaming Commission absent supplemental staffing.

At the time Mr. Bedrosian voiced the need for additional state police personnel, the Department of State Police was in the process of selecting and appointing new Troopers to its 83<sup>rd</sup> Recruit Training Troop. The State Police trains its sworn personnel in large classes called Recruit Training Troops or RTT's. An RTT is a paramilitary residential training environment that runs for twenty-four consecutive weeks. Once a trainee successfully completes the RTT and graduates from the Academy he/she is assigned to an additional twelve weeks of field training. After completing their field training these new Troopers will be assigned to a duty station where they will begin their careers as a Massachusetts State Trooper. All RTT's are authorized by way of the Commonwealth's General Appropriations Act, consequently the timing of any future Recruit Training Troop is relatively unpredictable. The time between RTT's is typically two years but in the recent past more than five years has elapsed between classes. As a means of ensuring that the Gaming Commission received forty-three additional Troopers between 2018 and 2019 State Police and Gaming Commission representatives discussed the possibility of the Gaming Commission funding forty-three additional trainees in the 83<sup>rd</sup> RTT. The challenge with this plan however was that the Gaming Commission did not have immediate access to the financial means necessary to satisfy the \$2.5M in costs associated with the training and equipping of these forty-three additional trainees.

After a great deal of discussion and with all parties acknowledging the absolute need to provide a proper level of state police personnel to the Gaming Commission the State Police and acknowledging that the next RTT may not be for two – five years the State Police agreed to cover all costs of the additional forty-three trainees for the Gaming Commission until such time as the Commission could publically announce its 2018 Community Mitigation Fund Grant. All agreed that the State Police would complete and submit the 2018 grant application in the amount equal to the total amount of costs covered by the State Police on behalf of the Gaming Commission (\$2,516,948).

In order to satisfy the ~\$2.5M in costs associated with training the Gaming Commission's forty-three trainees the State Police leveraged its FY2018 operating account. The State Police's annual operating account funds all Department salaries and operational expenditures. This annual appropriation is constructed on prior year data and projected changes for the subject fiscal year. The Department's FY2018 operating budget did not include funding for the \$2.5M used to support the Gaming Commission's forty-three trainees. That said, the State Police advanced in good faith and absent dedicated funding, \$2.5M so the Gaming Commission would have the forty-three members that they needed in 2018. Accordingly the Massachusetts State Police now seek \$2.5M in reimbursement via the 2018 Community Mitigation Fund Grant in order to restore its operating account to an amount sufficient to end the year with a balanced budget.

When the representatives from the State Police met with the representatives from the Gaming Commission it was made clear that the State Police would need to receive its reimbursement by February of 2018, we are now well beyond that date. Journal entries and state accounting system requirements remain ahead of us, we cannot start soon enough. The Massachusetts State Police requests the \$2.5M as soon as possible.

*Excellence In Service Through Quality Policing*

When the Gaming Commission required assistance the State Police found a way to help. The State Police now seek the reimbursement of the funds that were central to the Department's agreement to assist the Gaming Commission.

**QUESTION #2:** Discussions regarding the composition of the Gaming Enforcement Unit ("GEU") have progressed since last year. Can you please confirm your understanding of the currently planned composition of the GEU between State Police and Springfield Police Department officers?

**RESPONSE #2:** Based on current information, the Massachusetts State Police will provide thirteen Troopers to MGM Springfield. The State Police defers all questions concerning the number of Springfield Police Department members being assigned to MGM Springfield to the City of Springfield.

**QUESTION #3:** Have there been any significant changes to the estimated State Police training costs since you filed your application?

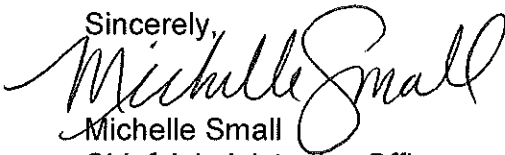
**RESPONSE #3:** No, there have been no significant changes to the estimated State Police training costs since we filed our application. The training costs that were included and explained in the Department's 2018 Community Mitigation Fund Grant accurately represent the funds the Massachusetts State Police has already expended on behalf of the Gaming Commission to hire and train forty-three trainees.

**QUESTION #4:** Although plans regarding the composition of the GEU have changed since last year, can you describe how the timing of the State Police recruit training class impacted the need for a decision last year on State Police Recruit Training Troop numbers before finalization of details on the composition of the GEU?

**RESPONSE #4:** The answer to QUESTION #4 is incorporated in the Department's response to QUESTION #1.

Thank you for the opportunity to further develop the Massachusetts State Police's 2018 Community Mitigation Fund Grant application. In the event I may provide additional information or clarification I remain available either by telephone or email.

Sincerely,



Michelle Small  
Chief Administrative Officer  
Massachusetts State Police

Cc Deborah Broderick  
Jack Flynn



March 30, 2018

***Via Email***

The Honorable Mayor Dominic Sarno  
City of Springfield  
36 Court Street  
Springfield, MA 01103

Timothy J. Plante, Chief Admin. & Finance  
Officer  
City of Springfield  
36 Court Street  
Springfield, MA 01103

Re: 2018 Springfield Police - Community Mitigation Fund Specific Application ("CMF")

Dear Mayor Sarno and Mr. Plante:

The Community Mitigation Fund Review Team ("Review Team") would like to thank Police Commissioner Barbieri, his staff members and your staff for participating in the conference call to discuss the Springfield Police Department's ("SPD") application for community mitigation funds. The Review Team found the conference call to be very informative. As we discussed during the conference call, we are writing to ask the City to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

- 1) The 2018 Community Mitigation Fund Guidelines specify that "[t]he Community Mitigation Fund is not intended to fund the mitigation of specific impacts already being funded in a Host or Surrounding Community Agreement." Springfield's application states that "[t]he Springfield Police Department's participation through reassignment of five (5) officers and one (1) lieutenant to the state Gaming Enforcement Unit was not anticipated nor addressed in its Host Community Agreement. The Host Community Agreement did not provide and could not reasonably foresee providing for Gaming Enforcement Unit staffing because the department's participation in the unit was at the earliest stages rejected by the former Police Commissioner...." Will the additional (5) officers and (1) Lieutenant anticipated to be part of the Gaming Enforcement Unit ("GEU") be in addition to the 41 officers planned to be in Springfield's planned Metro Unit, funded in part by revenue from the Host Community Agreement ("HCA")?
- 2) As noted in the Springfield HCA summary, Springfield will receive over \$15M<sup>1</sup> in Upfront and Advance Payments prior to the opening of MGM Springfield including impact mitigation

---

<sup>1</sup> This amount has been updated since that time.



Massachusetts Gaming Commission

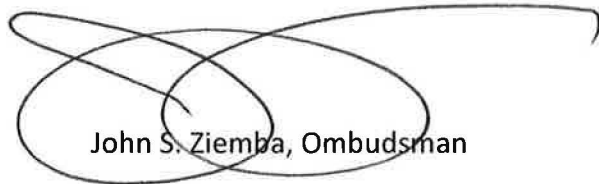
payments, and an upfront 121A tax payment. This includes a \$2.5 million Upfront Community Impact Payment for police, fire, schools and other infrastructure. On February 24, 2016, through a Second Amendment to the HCA, MGM Springfield committed to provide an additional \$1M Dollars to be “used to assist in the funding of new and innovative additional methods to deploy public safety resources....” Can you describe how Springfield has planned/is planning to use some of these funds for anticipated SPD costs and why the costs for training related to the GEU should or should not be included in the planned uses for such funding?

- 3) In addition, Springfield’s Host Community Agreement (“HCA”) includes a \$2.5 million Annual Community Impact Payment (indexed to inflation) plus a variable payment for “the known and direct community impacts including the additional police, fire protection,... and ...(vi) issues related to public health, safety,....” Can you describe how Springfield has planned/is planning to use some of these funds for anticipated SPD costs and why the costs for training related to the GEU should or should not be included in the planned uses for such funding?
- 4) After MGM Springfield becomes operational, the City of Springfield is scheduled to receive approximately \$26M in projected annual payments under the HCA. However, this amount includes both mitigation related funds and 121A tax payments. The Application for SPD funding is one of several Springfield applications that the Commission will review this year. In this regard, can you please provide a brief and general description of how Springfield plans to use its HCA funds (mitigation funds, tax payments, or both) to mitigate potential impacts from the MGM Springfield facility?
- 5) During our conference call, we discussed a need to refine the estimates in the February 1 City of Springfield/Springfield Police Department application. Based upon the current understanding of Springfield’s anticipated participation in the GEU, Springfield’s participation will include five officers and one lieutenant. The application states that the Police Training Academy will begin in April 2018 and will conclude in October 2018. Can you please provide an updated estimate of the salary costs of these six personnel for the April to October Police Training Academy period?
- 6) What are the exact dates of the Police Training Academy period?
- 7) The application includes an estimate for the overtime back-fill cost to maintain current levels of SPD staffing once SPD personnel are assigned to the GEU. Can you provide your understanding of when such personnel will be assigned to the GEU?

- 8) Based upon prior experience, it is anticipated that the costs of SPD officers assigned to the GEU will be paid by the Gaming Commission through an assessment on its licensees. Because the Commission would pay for such personnel, the SPD budget would no longer be required to account for such personnel during the Police Training Academy period. Did the request for backfill anticipate the budgetary savings that would result from Springfield not needing to pay for the salary costs for these personnel during the 24 week Police Training Academy period?
- 9) Can you please provide further detail about the public safety related recommendations in the study by the Innovation Group that was mentioned in the application entitled, *Mitigation Destination Resort Development's Community impact in Springfield, Massachusetts?*

The community mitigation review team would like to present to the Commission its recommendation at the Commission meeting on **April 12, 2018**. In order to meet this timetable, the community mitigation review team would greatly appreciate receiving your response by **April 6, 2018**. We look forward to reviewing this application with the Commission. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,



John S. Ziemba, Ombudsman

cc: Police Commissioner John Barbieri  
Lindsay Hackett, Budget Director  
Edward Pikula, City Solicitor  
Kathleen Breck, Deputy City Solicitor  
Jennifer Leydon, Director of Business & Technology- Police Dept.  
Carla Daniele, Police Officer- Grants Division  
MGC Commissioners  
CMF Review Team



## THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

*HOME OF THE BASKETBALL HALL OF FAME*

Via Email

April 6, 2018

John S. Ziemba, Ombudsman  
Massachusetts Gaming Commission  
101 Federal Street 12<sup>th</sup> Floor  
Boston, Massachusetts 02110

Re: 2018 Springfield Police – Community Mitigation Fund Specific Application (“CMF”)

Dear Ombudsman Ziemba

The City would like to thank you for the opportunity to discuss additional information on our conference call and reply to your questions regarding our application for Community Mitigation Funds 2018. Please find below our response.

1. Will the additional (5) officers and (1) Lieutenant anticipated to be part of the Gaming Enforcement unit (“GEU”) be in addition to the 40 officers planned to be in Springfield’s planned Metro Unit, funded in part by revenue for the Host Community Agreement (“HCA”)
  - Yes the GEU Springfield officers will only be assigned within the MGM Springfield gaming establishment along with the dedicated Massachusetts State Police assigned to the gaming enforcement unit. Their only assignment is within the confines of the casino. The 40 Metro Unit officers are assigned to the downtown business district encompassing the outside of the casino on a 24 hour basis.
2. Can you describe how Springfield has planned/ is planning to use some of these funds for anticipated SPD costs and why the costs for training related to the GEU should or should not be included in the planned uses for such funding?

- The training for replacement officers for the GEU was not anticipated when the City negotiated the additional \$1M provided by MGM. As part of the establishment of the Police Department's new Metro Policing Unit, "Metro E," capital improvements have to be made in the downtown area specific to Public Safety needs. These projects include the redevelopment of Pynchon Plaza into a police substation, construction and installation of Police Kiosks at Main and Taylor Streets, Main and Morris Streets, and at Riverfront Park in downtown Springfield.
3. Can you describe how Springfield has planned/is planning to use some of these funds for anticipated SPD costs and why the costs for training related to the GEU should or should not be included in the planned uses for such funding?
- The City will continue to strategically use funding provided as part of the HCA to support the Police Department's Metro E Unit. This includes continued cost of hiring, training and outfitting Metro Unit officers, along with the vehicles replacement schedule for the Metro E Unit.
4. Can you please provide a brief and general description of how Springfield plans to use its HCA funds (mitigation funds, tax payments, or both) to mitigate potential impacts from the MGM Springfield facility?
- The Host Community Agreement (the "HCA") between the City and MGM Springfield includes community impact fees for the host community, a community development grant, and all stipulations of responsibilities between the host community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment. The Agreement also includes a "PILOT" Agreement pursuant to G.L. Chapter 121A that is in lieu of taxes under G.L. c. 59. Together, the payments under the PILOT; the grant; and the impact fees average approximately \$26 Million/year.

Under the HCA some of the 121A payments have been prepaid, but in essence, that revenue under 121A that is in lieu of taxes, prior to pre-payments, begins at approximately \$17.5 Million/ year upon commencement of operation of the casino. These 121A payments were estimated as approximating the same amount as the tax payments that would have been generated under G.L. chapter 59. These are revenues that go into our general fund and will, essentially, close the gap of a structural deficit that is related to the City's levy limits. The 121A agreement was entered into to provide more certainty and predictability to the parties from a cash flow basis, and minimizing the risk of appeals to the ATB that could cause risk to the City's overlay account as well as increased costs associated with litigation of such appeals.

The Community Development Grant was negotiated to support early childhood education; elementary, secondary and higher education; libraries; health initiatives; project compliance and the betterment of the City and its residents.

As to the impact fees, a total fixed amount of \$2.5 Million will be paid as well as an additional variable amount as a proportion of Gross Gaming Revenue, increased over time to reflect the CPI.

During negotiations over the HCA the City's attorneys engaged the services of a consultant with expertise on the issues of known impacts from the development and operation of a gaming establishment. That consultant, The Innovation Group, estimated mitigation costs for the police, fire, and law departments as well as general administrative cost for the City, in the form of up-front startup costs as well as annual costs. As a result, the first fixed Community Impact Fee of \$2.5M, increased by CPI, will be paid on a pro-rata basis upon operation commencement.

As to the anticipated impacts involving the police department, the impact fee was related to the anticipated costs to provide the level of security and safety needed to protect visitors and to ensure that the Springfield facility is viewed as such by patrons. A number of other jurisdictions where casinos were located created patrol units in association with destination resort developments and were reported as having been successful in reducing crime in the vicinity of their developments. One such example provided to Springfield as an example was Detroit. It was reported by the consultant that a number of other jurisdictions have created such patrol units in association with destination resort developments and have been successful in reducing crime in the vicinity of their developments. As a result, the Springfield Police Department negotiated impact fees to establish a "Downtown Patrol Unit" consistent with what was done in other jurisdictions. This unit was separate and apart from an increase in the number of police officers for the City as a whole covered by tax or PILOT payments.

In addition, when MGM Springfield sought to delay the project, it agreed to contribute an additional \$1 Million "to be used to assist in the funding of new and innovative additional methods to deploy public safety resources in the general area". The City has utilized these funds in its efforts to establish police substations and kiosks in the downtown area.

Neither in the impact analysis, nor during the HCA negotiation, nor in any amendment discussions, was there any discussion related to impacts related to the memorandum of understanding between the state police and the Springfield Police required by G.L. c. 23K, §6 (MOU). However, during the negotiations of the MOU, it has become clear that members of the Springfield Police will participate on the Gaming Enforcement Unit. This will cause impacts that could not have been anticipated by our consultant or the City until these recent negotiations.



5. Can you please provide an updated estimate of the salary costs of these 6 personnel for the April to October Police Training Academy period?

Gaming Enforcement Unit Training Replacement							
# of Officers to Replace		# of Hours per Week		# of Weeks in Academy		Recruit Rate	Total Replacement Cost
6		38.5		24		24.78	\$ 137,380.32

6. What are the exact dates of the Police Training Academy period?
- Pending a signed MOU with the State Police, the 6 replacement officers will be trained in our academy starting May 1<sup>st</sup> and ending October 16, 2018. If the MOU is not signed in time the recruit class will train at a regional police academy scheduled in Western Mass for October 18, 2018 and is projected to end April 19, 2019.
7. Can you provide your understanding of when such personnel will be assigned to the GEU?
- Pending a signed Memorandum of Understanding (MOU) with the MA. State Police, 5 SPD officers and 1 SPD Lieutenant will be assigned to the Gaming Enforcement Unit (GEU). SPD has been advised that the GEU training is scheduled to start on 5/21/2018, and as of that date, all SPD GEU personnel costs will be reimbursed by the Mass Gaming Commission. We are still waiting for the State Police to respond to the Mass. Gaming Commission's 2/12/18 revised draft MOU.
8. Did the request for backfill anticipate the budgetary savings that would result from Springfield not needing to pay for the salary costs for these personnel during the 24 week Police Training Academy period
- It is the understanding that the Mass Gaming Commission will reimburse for the GEU separate and above from this grant. The request to replace officers did anticipate the salary savings as the salary savings will be used to cover administrative and operational costs outside of salaries created by increasing our complement by 6.
9. Can you please provide further detail about the public safety related recommendations in the study by the Innovation Group that was mentioned in the application entitled, Mitigation Destination Resort Development's Community impact in Springfield, MA

- The Host Community Agreement (the “HCA”) between the City and MGM Springfield includes community impact fees for the host community, a community development grant, and all stipulations of responsibilities between the host community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment. The Agreement also includes a “PILOT” Agreement pursuant to G.L. Chapter 121A that is in lieu of taxes under G.L. c. 59. Together, the payments under the PILOT; the grant; and the impact fees average approximately \$26 Million/year.

Under the HCA some of the 121A payments have been prepaid, but in essence, that revenue under 121A that is in lieu of taxes, prior to pre-payments, begins at approximately \$17.5 Million/ year upon commencement of operation of the casino. These 121A payments were estimated as approximating the same amount as the tax payments that would have been generated under G.L. chapter 59. These are revenues that go into our general fund and will, essentially, close the gap of a structural deficit that is related to the City’s levy limits. The 121A agreement was entered into to provide more certainty and predictability to the parties from a cash flow basis, and minimizing the risk of appeals to the ATB that could cause risk to the City’s overlay account as well as increased costs associated with litigation of such appeals.

The Community Development Grant was negotiated to support early childhood education; elementary, secondary and higher education; libraries; health initiatives; project compliance and the betterment of the City and its residents.

As to the impact fees, a total fixed amount of \$2.5 Million will be paid as well as an additional variable amount as a proportion of Gross Gaming Revenue, increased over time to reflect the CPI.

During negotiations over the HCA the City’s attorneys engaged the services of a consultant with expertise on the issues of known impacts from the development and operation of a gaming establishment. That consultant, The Innovation Group, estimated mitigation costs for the police, fire, and law departments as well as general administrative cost for the City, in the form of up- front startup costs as well as annual costs. As a result, the first fixed Community Impact Fee of \$2.5M, increased by CPI, will be paid on a pro-rata basis upon operation commencement.

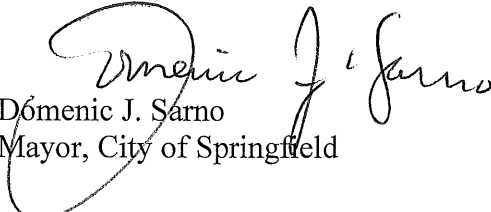
As to the anticipated impacts involving the police department, the impact fee was related to the anticipated costs to provide the level of security and safety needed to protect visitors and to ensure that the Springfield facility is viewed as such by patrons. A number of other jurisdictions where casinos were located created patrol units in association with destination resort developments and were reported as having been successful in reducing crime in the vicinity of their developments. One such example provided to Springfield as an example was Detroit. It was reported by the consultant that a number of other jurisdictions have created such

patrol units in association with destination resort developments and have been successful in reducing crime in the vicinity of their developments. As a result, the Springfield Police Department negotiated impact fees to establish a "Downtown Patrol Unit" consistent with what was done in other jurisdictions. This unit was separate and apart from an increase in the number of police officers for the City as a whole covered by tax or PILOT payments.

In addition, when MGM Springfield sought to delay the project, it agreed to contribute an additional \$1 Million "to be used to assist in the funding of new and innovative additional methods to deploy public safety resources in the general area". The City has utilized these funds in its efforts to establish police substations and kiosks in the downtown area.

Neither in the impact analysis, nor during the HCA negotiation, nor in any amendment discussions, was there any discussion related to impacts related to the memorandum of understanding between the state police and the Springfield Police required by G.L. c. 23K, §6 (MOU). However, during the negotiations of the MOU, it has become clear that members of the Springfield Police will participate on the Gaming Enforcement Unit. This will cause impacts that could not have been anticipated by our consultant or the City until these recent negotiations.

Respectfully,



Domenic J. Sarno  
Mayor, City of Springfield

# MASSACHUSETTS GAMING COMMISSION

---

## MEMORANDUM

**To:** Chairman Crosby and Commissioners Cameron, O'Brien, Stebbins and Zuniga  
**From:** Derek Lennon, CFAO  
**Date:** 4/12/2018  
**Re:** Fiscal Year 2018 (FY18) Third Budget Update

---

### **Summary:**

The Massachusetts Gaming Commission approved a FY18 budget for the Gaming Control Fund of \$29.15M which required an initial assessment of \$24.45M on licensees. After two quarters of adjustments, and increases for hiring related to the opening for MGM, the MGC's revised approved budget is \$30.26M and the currently approved assessment is \$24.15M, which does not account for a deficit of approximately \$443.7K.

This quarterly update revises revenue projections upward by ~\$182K, reducing the prior deficit to \$260.7K. This update is also seeking approval of two additional full-time equivalents (FTEs) in the Office of Information and Technology (IT), which are afforded through attrition and missed hire dates in other divisions. Staff is also seeking funding for any portion of the training costs of the 83rd State Police Recruit Training Troop (RTT) not funded by the Community Mitigation Fund. Staff is only recommending an increase to the assessment in the Gaming Control Fund if the deficit increases above \$600K due to the addition of any costs of the 83rd RTT.

### **FY18 Third Update:**

#### ***Gaming Control Fund 1050-0001***

The Massachusetts Gaming Commission currently approved FY18 budget for the Gaming Control Fund is \$30.26M. The spending is composed of the following areas:

- \$19.78M for gaming regulatory costs;
- \$1.65M assessment from the Commonwealth indirect costs;
- \$3.7M assessment for the Office of the Attorney General's (AGO) gaming operations inclusive of Massachusetts State Police (MSP) assigned to the AGO;
- \$5.05M assessment for the research and responsible gaming agenda inclusive of DPH costs which will be funded from the Public Health Trust Fund in future years; and,
- \$75K for the Alcohol and Beverage Control Commission (ABCC)

Spending Update:

Staff is requesting an increase of two FTEs this quarter, as well as to fund any costs of the State Police 83rd RTT not approved in the community mitigation fund application. Below is a summary and explanation of the request:

The office of information technology is preparing to undergo a transition. In the start-up phase of the MGC, the Office of IT relied heavily on the shared IT services of the Governor's Office of Administration and Finance, the statewide services provided by Mass IT (the Commonwealth's central information technology division), and the work of outside consultants. In August of 2017 the Commonwealth created the Executive Office of Technology Services and Security (EOTSS). This newly created secretariat consolidated many of the services that existed under individual secretariats in an effort to streamline and make consistent IT delivery across Executive branch agencies. Both MassIT and the Governor's Offices shared IT services were included in this consolidation.

The initial IT philosophy and structure at the MGC was appropriate for keeping costs to a minimum and putting solutions in place quickly. However, now that the MGC has transitioned from start-up to operations, and the agency is beginning to have more than basic needs, coupled with the creation of EOTSS, which took over the services MGC was heavily relying on and is focusing its efforts on Executive Branch consistency, the MGC's office of IT is looking to hire two additional positions both reporting directly to the Chief Information Officer. The two positions will help to create the architecture for the MGC's networks and infrastructure and provide day-to-day maintenance and monitoring, which had previously been outsourced to consultants and other agency shared services.

- **Senior Converged Engineer**  
This position is responsible for planning and designing a converged network infrastructure, telecommunications systems, unified communication and enterprise network solutions, troubleshooting, installing, implementing and administering converged network systems. It is also responsible for maintaining equipment and converged networks that provide interactions between data and voice communications, such as telephone integration, call management, video conferencing, computer, voicemail systems and unified communication, ensuring testing activities are executed and for developing network security guidelines.
- **Sr Systems Engineer**  
This position is responsible for managing a Windows based business environment in a growing enterprise utilizing expert level knowledge in Windows Server applications, Backup/Recovery, as well as back office applications including Exchange and SQL Server. In addition, the position is responsible for implementing automated processes, developing standards and designing/managing stable infrastructure, coordinating support with other senior and principle administrators, developing junior staff and acting as support for the server and desktop environment

During the FY18 budget development process, the cost of the training of State Police Officers for the Springfield and Everett casinos was not included in the MGC's budget. It was noted to the Commission during the budget development, as well as in every budget update since the approval of the budget that the costs had to be approved from an MGC funding source in FY18. The only two funds the costs are eligible to be funded from are the Community Mitigation Fund, and the Gaming Control Fund. Applications for funding from the Community Mitigation Fund were not due until February of 2018. Therefore, the decision on the ultimate funding source could not be determined until after the grants were received, reviewed internally and then discussed and voted on by the Commission. Any amounts not funded by the Community Mitigation Fund must be funded from the Gaming Control Fund and may require an additional assessment.

There are a few areas of the Gaming Control Fund that potentially could not fully spend its budget in FY18. The Office of the Attorney General has not encumbered all of its budgeted funds this fiscal year. They have also only spent 43% of the salary and overtime budget set aside for the state police troopers assigned to their unit. The Grants to UMASS under the Research and Responsible Gaming area are lagging in spending. This may be a timing issue, but some attention will be paid to this item. There remains significant hiring and backfilling within the Gaming Agent unit. Any missed hire dates creates savings. The ISA to DPH has only spent 27% of its budget. Staff will continue to monitor these areas throughout the close of the final quarter of FY18

Revenue Update:

The Commission's revenue is generated from a daily fee for slot machines, licensing revenues, and an assessment on licensees. Licensing revenues to date are exceeding projections. The majority of that comes from the final cost of primary gaming vendor investigations exceeding the minimum licensing fee, and on-going suitability investigations. As of the second update it had resulted in \$91.7K of revenue in excess of initial projections. As of the end of April, it has resulted in another \$130K of revenue above initial projections.

Through the work of the MGC's Office of the General Counsel, the agency has also received \$52K in insurance reimbursements for legal costs. This was revenue that was not projected in the current budget.

Appendix A to this document is the budget to actual spending and revenue for each account for the MGC through the third quarter of FY18. The spending section of Appendix A has a column titled Approved Adjustments. The column references budget transfers approved in the first and second quarters as well as the budget increases approved by the Commission in December to support the opening of the MGM facility. All of the remaining appropriations on Appendix A are related to the Racing division. Appendix B shows spending compared to budget for each division within the MGC.

**Assessment on Licensees:**

205 CMR 121.00 describes how the commission shall assess its operational costs on casino licensees including any increases or decreases that are the result of over or under spending. 205 CMR 121.04 paragraph (3) specifically states:

“(3) If at any time during the fiscal year the commission determines that actual costs will exceed the projected costs and projected revenue in the budget the commission will revise the Annual Assessment assessed to each gaming establishment and invoice each gaming establishment for its proportional share of such costs.”

The combined impact of the previously projected deficit of \$443.7K and the revenues this quarter exceeding projections by ~\$183K leaves the Commission’s budget with a new projected deficit of ~\$260.7K. The MGC has reverted funds in the Gaming Control Fund each year. Annually the reversions have exceeded the current projected deficit. Based on the information currently available, staff is only recommending an increase to the assessment if there are costs for the 83<sup>rd</sup> RTT that are not covered by the Community Mitigation Fund, and those costs result in the current deficit exceeding \$600K.

**Conclusion:**

Staff is seeking for the Commission to approve the addition of two new FTEs within the Office of Information and Technology. Staff is also asking the Commission to fund through the Gaming Control Fund any amount of the 83<sup>rd</sup> RTT related to or requested by the MGC which are not funded from the Community Mitigation Fund, and to allow staff to increase the assessment if the current deficit increases above \$600K.

Appendix A: FY18 Actuals Spending and Revenue as of 4-1-18

Appendix B: QRY Step 05A Expense Budget Form

2018	Budget Projections					Current Budget (Initial+Apvd Adjmts)	Actuals To Date		% BFY Passed
	Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments		Total	%Spent	
<b>10500001--Gaming Control Fund</b>									
<b>MGC Regulatory Cost</b>									
AA REGULAR EMPLOYEE COMPENSATION	\$ 5,950,131.49		\$ 198,700.48	\$ -	\$ -	\$ 6,148,831.97	\$ 4,024,470.89	65%	75%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ 78,400.00		\$ -	\$ -	\$ -	\$ 78,400.00	\$ 40,347.32	51%	75%
CC SPECIAL EMPLOYEES	\$ -		\$ 43,250.00	\$ -	\$ -	\$ 43,250.00	\$ 10,940.00	25%	75%
DD PENSION & INSURANCE RELATED EX	\$ 2,208,049.76		\$ 66,365.65	\$ -	\$ -	\$ 2,274,415.41	\$ 1,263,735.10	56%	75%
EE ADMINISTRATIVE EXPENSES	\$ 647,723.64		\$ 14,000.00	\$ -	\$ -	\$ 661,723.64	\$ 250,829.02	38%	75%
FF PROGRAM, FACILITY, OPERATIONAL SUPPLIES	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,091.07	#DIV/0!	75%
GG ENERGY COSTS AND SPACE RENTAL	\$ 1,247,229.38		\$ -	\$ -	\$ -	\$ 1,247,229.38	\$ 962,829.56	77%	75%
HH CONSULTANT SVCS (TO DEPTS)	\$ 727,000.00		\$ 655,756.00	\$ -	\$ -	\$ 1,382,756.00	\$ 1,098,828.42	79%	75%
JJ OPERATIONAL SERVICES	\$ 3,847,785.01		\$ 41,000.00	\$ -	\$ -	\$ 3,888,785.01	\$ 1,698,371.34	44%	75%
KK Equipment Purchase	\$ 78,444.00		\$ -	\$ -	\$ -	\$ 78,444.00	\$ 5,629.30	7%	75%
LL EQUIPMENT LEASE-MAINTAIN/REPAR	\$ 32,106.80		\$ -	\$ -	\$ -	\$ 32,106.80	\$ 18,560.56	58%	75%
NN NON-MAJOR FACILITY MAINTENANCE REPAIR	\$ 1,000.00		\$ 500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,363.14	91%	75%
PP STATE AID/POL SUB/OSD	\$ 150,000.00		\$ (35,756.00)	\$ -	\$ -	\$ 114,244.00	\$ 57,240.00	50%	75%
TT PAYMENTS & REFUNDS	\$ 175,000.00		\$ (125,000.00)	\$ -	\$ -	\$ 50,000.00	\$ -		75%
UU IT Non-Payroll Expenses	\$ 3,616,713.68		\$ 160,163.00	\$ -	\$ -	\$ 3,776,876.68	\$ 2,164,610.62	57%	75%
<b>MGC Regulatory Cost Subtotal:</b>	<b>\$ 18,759,583.76</b>	<b>\$ -</b>	<b>\$ 1,018,979.13</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,778,562.89</b>	<b>\$ 11,598,846.34</b>	<b>59%</b>	<b>75%</b>
<b>EE--Indirect Costs</b>	<b>\$ 1,659,949.80</b>	<b>\$ -</b>	<b>\$ (5,800.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,648,870.20</b>	<b>\$ 848,173.33</b>	<b>51%</b>	<b>75%</b>
<b>Office of Attorney General</b>									
ISA to AGO	\$ 2,600,000.00		\$ 33,904.66	\$ -	\$ -	\$ 2,633,904.66	\$ 1,501,610.08	57%	75%
TT Reimbursement for AGO 0810-1024	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 36,820.43		75%
AGO State Police	\$ 1,068,416.98		\$ -	\$ -	\$ -	\$ 1,068,416.98	\$ 463,531.58	43%	75%
<b>Office of Attorney General Subtotal:</b>	<b>\$ 3,668,416.98</b>	<b>\$ -</b>	<b>\$ 33,904.66</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,702,321.64</b>	<b>\$ 2,001,962.09</b>	<b>54%</b>	<b>75%</b>
<b>Research and Responsible Gaming/Public Health Trust Fund</b>									
AA REGULAR EMPLOYEE COMPENSATION	\$ 205,317.50		\$ -	\$ -	\$ -	\$ 205,317.50	\$ 148,428.26	72%	75%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ 6,000.00		\$ -	\$ -	\$ -	\$ 6,000.00	\$ 3,567.33	59%	75%
CC SPECIAL EMPLOYEES	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		75%
DD PENSION & INSURANCE RELATED EX	\$ 74,591.84		\$ -	\$ -	\$ -	\$ 74,591.84	\$ 47,262.39	63%	75%
EE ADMINISTRATIVE EXPENSES	\$ 8,000.00		\$ -	\$ -	\$ -	\$ 8,000.00	\$ 7,286.06	91%	75%
FF PROGRAMMATIC FACILITY OPERATONAL SUPPLIES	\$ 500.00		\$ -	\$ -	\$ -	\$ 500.00	\$ -	0%	75%
HH CONSULTANT SVCS (TO DEPTS)	\$ 1,380,000.00		\$ 64,351.50	\$ -	\$ -	\$ 1,444,351.50	\$ 857,599.14	59%	75%
JJ OPERATIONAL SERVICES	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,350.00	#DIV/0!	75%
MM PURCHASED CLIENT/PROGRAM SVCS	\$ 25,000.00		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	0%	75%
PP STATE AID/POL SUB	\$ 2,075,000.00		\$ (277.00)	\$ -	\$ -	\$ 2,074,723.00	\$ 711,587.58	34%	75%
UU IT Non-Payroll Expenses	\$ 75,000.00		\$ -	\$ -	\$ -	\$ 75,000.00	\$ 7,080.00	9%	75%
ISA to DPH	\$ 1,140,197.00		\$ -	\$ -	\$ -	\$ 1,140,197.00	\$ 305,807.36	27%	75%
<b>Research and Responsible Gaming/Public Health Trust Fund Subtotal:</b>	<b>\$ 4,989,606.34</b>	<b>\$ -</b>	<b>\$ 64,074.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,053,680.84</b>	<b>\$ 2,093,968.12</b>	<b>41%</b>	<b>75%</b>
<b>ISA to ABCC</b>	<b>\$ 75,000.00</b>					<b>\$ 75,000.00</b>	<b>\$ 43,881.00</b>	<b>59%</b>	<b>75%</b>
<b>Gaming Control Fund Total Costs</b>	<b>\$ 29,152,556.88</b>	<b>\$ -</b>	<b>\$ 1,111,158.29</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,258,435.57</b>	<b>\$ 16,586,830.88</b>	<b>55%</b>	<b>75%</b>
<b>Revenue Projections</b>									
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments		Current Budget (Initial+Apvd Adjmts)	Actuals Total		
Gaming Control Fund Beginning Balance 0500	\$ -		\$ 872,496.02	\$ -	\$ -	\$ 872,496.02	\$ 872,496.02		
Phase 1 Collections (restricted) 0500	\$ -		\$ 81,806.21	\$ 40,000.00	\$ -	\$ 121,806.21	\$ 122,456.52		
Phase 1 Refunds 0500	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Phase 2 Category 1 Collections (restricted) 0500	\$ -		\$ 4,559.10	\$ -	\$ -	\$ 4,559.10	\$ 4,559.10		
Region C Phase 1 Investigation Collections 0500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Region C Phase 2 Category 1 Collections 0500	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Grant Collections (restricted) 0500	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Region A slot Machine Fee 0500	\$ 1,945,200.00		\$ -	\$ -	\$ -	\$ 1,945,200.00	\$ 1,945,200.00		
Region B Slot Machine Fee 0500	\$ 1,800,000.00		\$ -	\$ -	\$ -	\$ 1,800,000.00	\$ 1,800,000.00		
Slots Parlor Slot Machine Fee 0500	\$ 750,000.00		\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00		
Gaming Employee License Fees (GEL) 3000	\$ 30,000.00		\$ -	\$ -	\$ -	\$ 30,000.00	\$ 43,990.00		
Key Gaming Executive (GKE) 3000	\$ 35,000.00		\$ -	\$ -	\$ -	\$ 35,000.00	\$ 5,700.00		
Key Gaming Employee (GKS) 3000	\$ 20,000.00		\$ -	\$ -	\$ -	\$ 20,000.00	\$ 16,825.00		
Non-Gaming Vendor (NGV) 3000	\$ 30,000.00		\$ -	\$ -	\$ -	\$ 30,000.00	\$ 28,800.00		
Vendor Gaming Primary (VGP) 3000	\$ 45,000.00		\$ -	\$ 90,000.00	\$ -	\$ 45,000.00	\$ 194,986.00		
Vendor Gaming Secondary (VGS) 3000	\$ 40,000.00		\$ -	\$ -	\$ -	\$ 40,000.00	\$ -		
Gaming School License (GSB)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Gaming Service Employee License (SER) 3000	\$ -		\$ 5,400.00	\$ -	\$ -	\$ 5,400.00	\$ 8,700.00		
Subcontractor ID Initial License (SUB) 3000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Temporary License Initial License (TEM) 3000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Veterans Initial License (VET) 3000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Transfer of Licensing Fees to CMF 0500	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Assessment 0500	\$ 24,457,356.87		\$ (302,073.19)	\$ -	\$ -	\$ 24,155,283.68	\$ 17,755,733.05		
Misc/Bank Interest 0500	\$ -		\$ -	\$ 52,981.70	\$ -	\$ 52,981.70	\$ 52,981.70		
<b>Grand Total</b>	<b>\$ 29,152,556.87</b>	<b>\$ -</b>	<b>\$ 662,188.14</b>	<b>\$ 182,981.70</b>	<b>\$ -</b>	<b>\$ 29,814,745.01</b>	<b>\$ 23,602,427.39</b>		



Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget		% Spent	% BFY Passed
					(Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total		
<b>1050002</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ -		\$ -	\$ -	\$ -	\$ -		75%
<b>Revenue Projections</b>								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)		Actuals Total	
Greyhound Balance Forward Simulcast 7200	\$ 331,209.53			\$ -	\$ 331,209.53	\$ -		
Plainridge Greyhound Import Simulcast 7200	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ 19,919.90		
Raynham Greyhound Import Simulcast 7200	\$ 105,000.00		\$ -	\$ -	\$ 105,000.00	\$ 55,694.72		
Suffolk Greyhound Import Simulcast 7200	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ 10,409.13		
TVG Greyhound Import Simulcast 7200	\$ -		\$ -	\$ -	\$ -	\$ 2,922.01		
TWS Greyhound Import Simulcast 7200	\$ -		\$ -	\$ -	\$ -	\$ 338.91		
Wonderland Greyhound Import Simulcast 7200	\$ 30,000.00		\$ -	\$ -	\$ 30,000.00	\$ 3,795.89		
	\$ 493,209.53	\$ -	\$ -	\$ -	\$ 493,209.53	\$ 93,080.56		

<b>Budget Projections</b>								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget		% Spent	% BFY Passed
					(Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total		
<b>1050003</b>								
AA REGULAR EMPLOYEE COMPENSATION	\$ 712,760.73		\$ -	\$ -	\$ 712,760.73	\$ 471,591.18	66%	75%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ 12,000.00		\$ -	\$ -	\$ 12,000.00	\$ 3,128.15	26%	75%
CC SPECIAL EMPLOYEES	\$ 360,000.00		\$ -	\$ -	\$ 360,000.00	\$ 315,516.78	88%	75%
DD PENSION & INSURANCE RELATED EX	\$ 266,307.72		\$ -	\$ -	\$ 266,307.72	\$ 155,404.75	58%	75%
EE ADMINISTRATIVE EXPENSES	\$ 34,555.00		\$ -	\$ -	\$ 34,555.00	\$ 35,437.75	103%	75%
FF PROGRAMMATIC FACILITY OPERATONAL SUPPLIES	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ 4,784.00	239%	75%
HH CONSULTANT SVCS (TO DEPTS)	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ 20,962.50	84%	75%
JJ OPERATIONAL SERVICES	\$ 815,300.00		\$ -	\$ -	\$ 815,300.00	\$ 422,194.56	52%	75%
KK EQUIPMENT PURCHASES	\$ -		\$ -	\$ -	\$ -	\$ 400.00	0%	75%
LL EQUIPMENT LEASE-MAINTAIN/REPAR	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ 358.12	18%	75%
MM PURCHASED CLIENT/PROGRAM SVCS	\$ 85,000.00		\$ -	\$ -	\$ 85,000.00	\$ 65,000.00	76%	75%
NN INFRASTRUCTURE:	\$ -		\$ -	\$ -	\$ -	\$ -	0%	75%
TT LOANS AND SPECIAL PAYMENTS	\$ -		\$ -	\$ -	\$ -	\$ -	0%	75%
UU IT Non-Payroll Expenses	\$ 43,000.00		\$ -	\$ -	\$ 43,000.00	\$ 10,142.00	24%	75%
EE --Indirect Costs	\$ 163,398.45		\$ -	\$ -	\$ 163,398.45	\$ 115,003.96	70%	75%
ISA to DPH	\$ 70,000.00		\$ -	\$ -	\$ 70,000.00	\$ -	0%	75%
<b>Grand Total</b>	<b>\$ 2,591,321.90</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,591,321.90</b>	<b>\$ 1,619,923.75</b>	<b>0%</b>	<b>75%</b>

<b>Revenue Projections</b>								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)		Actuals Total	
Plainridge Assessment 4800	\$ 110,000.00		\$ -	\$ -	\$ 110,000.00	\$ 93,040.19		
Plainridge Daily License Fee 3003	\$ 145,000.00		\$ -	\$ -	\$ 145,000.00	\$ 88,675.64		
Plainridge Occupational License 3003/3004	\$ 40,000.00		\$ -	\$ -	\$ 40,000.00	\$ 32,356.97		
Plainridge Racing Development Oversight Live 0131	\$ 20,000.00		\$ -	\$ -	\$ 20,000.00	\$ 3,335.77		
Plainridge Racing Development Oversight Simulcast 0131	\$ 130,000.00		\$ -	\$ -	\$ 130,000.00	\$ 98,908.16		
Racing Oversight and Development Balance Forward 0131	\$ 902,142.39		\$ -	\$ -	\$ 902,142.39	\$ -		
Raynham Assessment 4800	\$ 100,000.00		\$ -	\$ -	\$ 100,000.00	\$ 69,608.79		
Raynham Daily License Fee 3003	\$ 145,000.00		\$ -	\$ -	\$ 145,000.00	\$ 65,700.01		
Raynham Racing Development Oversight Simulcast 0131	\$ 140,000.00		\$ -	\$ -	\$ 140,000.00	\$ 66,654.84		
Suffolk Assessment 4800	\$ 500,000.00		\$ -	\$ -	\$ 500,000.00	\$ 229,531.35		
Suffolk Commission Racing Development Oversight Simulcast 0131	\$ 130,000.00		\$ -	\$ -	\$ 130,000.00	\$ 124,219.33		
Suffolk Daily License Fee 3003	\$ 80,000.00		\$ -	\$ -	\$ 80,000.00	\$ 110,161.92		
Suffolk Occupational License 3003/3004	\$ 35,000.00		\$ -	\$ -	\$ 35,000.00	\$ 45,493.63		
Suffolk Racing Development Oversight Live 0131	\$ 20,000.00		\$ -	\$ -	\$ 20,000.00	\$ 4,344.69		
Suffolk TVG Commission Live 0131	\$ 15,000.00		\$ -	\$ -	\$ 15,000.00	\$ 892.36		
Suffolk TVG Commission Simulcast 0131	\$ 120,000.00		\$ -	\$ -	\$ 120,000.00	\$ 141,814.26		
Suffolk Twin Spires Commission Live 0131	\$ 12,000.00		\$ -	\$ -	\$ 12,000.00	\$ 289.40		
Suffolk Twin Spires Commission Simulcast 0131	\$ 90,000.00		\$ -	\$ -	\$ 90,000.00	\$ 74,244.74		
Suffolk Xpress Bet Commission Live 0131	\$ 10,000.00		\$ -	\$ -	\$ 10,000.00	\$ 292.29		
Suffolk Xpress Bet Commission Simulcast 0131	\$ 40,000.00		\$ -	\$ -	\$ 40,000.00	\$ 29,568.65		
Suffolk NYRA Bet Commission Live 0131	\$ 6,000.00		\$ -	\$ -	\$ 6,000.00	\$ 86.32		
Suffolk NYRA Bet Commission Simulcast 0131	\$ 17,000.00		\$ -	\$ -	\$ 17,000.00	\$ 19,128.84		
Transfer to General Fund 10500140 0000	\$ -		\$ -	\$ -	\$ -	\$ -		
Wonderland Assessment 4800	\$ 40,000.00		\$ -	\$ -	\$ 40,000.00	\$ 17,406.15		
Wonderland Daily License Fee 3003	\$ 80,000.00		\$ -	\$ -	\$ 80,000.00	\$ 48,207.71		
Wonderland Racing Development Oversight Simulcast 0131	\$ 50,000.00		\$ -	\$ -	\$ 50,000.00	\$ 2,084.57		
Plainridge fine 2700	\$ 15,000.00		\$ -	\$ -	\$ 15,000.00	\$ 15,450.00		
Suffolk Fine 2700	\$ 7,000.00		\$ -	\$ -	\$ 7,000.00	\$ -		
Plainridge Unclaimed wagers 5009	\$ 160,000.00		\$ -	\$ -	\$ 160,000.00	\$ 174,558.68		
Suffolk Unclaimed wagers 5009	\$ 210,000.00		\$ -	\$ -	\$ 210,000.00	\$ -		

Raynham Unclaimed wagers 5009	\$ 170,000.00	\$ -	\$ -	\$ 170,000.00	\$ 168,414.50
Wonderland Unclaimed wagers 5009	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -
Misc/Bank Interest 0131	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 14.93
<b>Grand Total</b>	<b>\$3,559,642.39</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,559,642.39</b>
					<b>\$1,724,484.69</b>
					<b>\$0.00</b>

Budget Projections								
Row Labels	Initial Projection	FY17 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	% Spent	% BFY Passed

<b>10500004</b>								
PP Grants and Subsidies (Community Mitigation Fund)	\$ -				\$ -	\$ 594,560.94		75%

Revenue Projections							
Revenues	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total	

Balance forward prior year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Budget Projections								
Row Labels	Initial Projection	FY17 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	% Spent	% BFY Passed

<b>10500005</b>								
TT LOANS AND SPECIAL PAYMENTS (Race Horse Dev Fund)	\$ 14,400,000.00	\$ -	\$ -	\$ -	\$ 14,400,000.00	\$ 10,888,183.16	76%	75%

Revenue Projections							
Revenues	Initial Projection	FY17 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total	

Balance forward prior year 3003		\$ 13,540,128.18			\$ 13,540,128.18	\$ 13,540,128.18	
Race Horse Development Fund assessment 3003	\$ 15,000,000.00				\$ 15,000,000.00	\$ 9,910,123.08	
<b>Grand Total</b>	<b>\$ 15,000,000.00</b>	<b>\$ 13,540,128.18</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,540,128.18</b>	<b>\$ 23,450,251.26</b>	<b>\$ -</b>

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	% Spent	% BFY Passed

<b>10500008</b>								
Casino forfeited money MGC Trust MGL 267A S4	\$ -	\$ 6,000.00				\$ 6,652.50		
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ 6,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,652.50</b>	<b>\$ -</b>	

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	% Spent	% BFY Passed

<b>10500012</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		75%

Revenue Projections							
Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total		

Plainridge Import Harness Horse Simulcast 0131	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 11,372.80		
Plainridge Racing Harness Horse Live 0131	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ 3,144.52		
Raynham Import Plainridge Simulcast 0131	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ (1,187.73)		
Suffolk Import Plainridge Simulcast 0131	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	\$ (5,651.97)		
Plainridge Racecourse Promo Fund Beginning Balance 7205	\$ -	\$ -	\$ -	\$ -	\$ -		
TVG Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -		
TVG Simulcast 0131	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ 10,182.71		
Twin Spires Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -		
Twin Spires Simulcast 0131	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ 8,821.29		
Xpress Bets Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -		
Xpress Bets Simulcast 0131	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 2,275.98		
NYRA Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -		
NYRA Simulcast 0131	\$ 200.00	\$ -	\$ -	\$ -	\$ 544.33		
<b>Grand Total</b>	<b>\$ 63,200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,000.00</b>	<b>\$ 29,501.93</b>	<b>\$ -</b>	

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	% Spent	% BFY Passed

<b>10500013</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 243,950.68		75%

Revenue Projections							
Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total		

Plainridge Import Harness Horse Simulcast 0131	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ 40,796.93		
--	--------------	------	------	--------------	--------------	--	--

Appendix A: Actuals Spending and Revenue as of 4/1/18

Plainridge Racing Harness Horse Live 0131	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 5,379.53
Raynham Import Plainridge Simulcast 0131	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 4,917.63
Suffolk Import Plainridge Simulcast 0131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,053.04
Plainridge Capital Improvement Fund Beginning Balance 7205	\$ 425,034.39	\$ -	\$ -	\$ -	\$ 425,034.39	\$ -
TVG Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TVG Simulcast 0131	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 28,907.04
Twin Spires Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Twin Spires Simulcast 0131	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 23,070.77
Xpress Bets Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Xpress Bets Simulcast 0131	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 8,084.44
NYRA Live 0131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NYRA Simulcast 0131	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 1,701.98
<b>Grand Total</b>	<b>\$547,234.39</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$547,234.39</b>	<b>\$116,911.36</b>

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
<b>10500021</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ 146,000.00	\$ -	\$ -	\$ -	\$ 146,000.00	\$ 185,219.60	127%	75%
Revenue Projections								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total		
Plainridge Import Suffolk Simulcast 0131	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ 22,252.44		
Raynham Import Suffolk Simulcast 0131	\$ 16,000.00		\$ -	\$ -	\$ 16,000.00	\$ 9,899.51		
Suffolk Import Running Horse Simulcast 0131	\$ 50,000.00		\$ -	\$ -	\$ 50,000.00	\$ 37,493.13		
Suffolk Racing Running Horse Live 0131	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ 1,448.23		
Suffolk Promotional Fund Beginning Balance 7205	\$ 75,776.00		\$ -	\$ -	\$ 75,776.00	\$ -		
TVG Live 0131	\$ 200.00		\$ -	\$ -	\$ 200.00	\$ 297.46		
TVG Simulcast 0131	\$ 55,000.00		\$ -	\$ -	\$ 55,000.00	\$ 42,148.39		
Twin Spires Live 0131	\$ 100.00		\$ -	\$ -	\$ 100.00	\$ 96.47		
Twin Spires Simulcast 0131	\$ 30,000.00		\$ -	\$ -	\$ 30,000.00	\$ 20,010.39		
Xpress Bets Live 0131	\$ 50.00		\$ -	\$ -	\$ 50.00	\$ 97.44		
Xpress Bets Simulcast 0131	\$ 13,000.00		\$ -	\$ -	\$ 13,000.00	\$ -		
NYRA Live 0131	\$ 3.00		\$ -	\$ -	\$ 3.00	\$ -		
NYRA Simulcast 0131	\$ 3,000.00		\$ -	\$ -	\$ 3,000.00	\$ 6,122.63		
<b>Grand Total</b>	<b>\$270,129.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$270,129.00</b>	<b>\$139,866.09</b>		

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
<b>10500022</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ 525,500.00	\$ -	\$ -	\$ -	\$ 525,500.00	\$ 208,587.93	40%	75%
Revenue Projections								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals Total		
Plainridge Import Suffolk Simulcast 0131	\$ 100,000.00		\$ -	\$ -	\$ 100,000.00	\$ 89,324.87		
Raynham Import Suffolk Simulcast 0131	\$ 50,000.00		\$ -	\$ -	\$ 50,000.00	\$ 31,656.89		
Suffolk Import Running Horse Simulcast 0131	\$ 200,000.00		\$ -	\$ -	\$ 200,000.00	\$ 147,682.70		
Suffolk Racing Running Horse Live 0131	\$ 9,000.00		\$ -	\$ -	\$ 9,000.00	\$ 4,276.15		
Suffolk Capital Improvement Fund Beginning Balance 7205	\$ 848,696.04		\$ -	\$ -	\$ 848,696.04	\$ -		
TVG Live 0131	\$ 600.00		\$ -	\$ -	\$ 600.00	\$ 885.06		
TVG Simulcast 0131	\$ 200,000.00		\$ -	\$ -	\$ 200,000.00	\$ 159,569.47		
Twin Spires Live 0131	\$ 400.00		\$ -	\$ -	\$ 400.00	\$ 299.36		
Twin Spires Simulcast 0131	\$ 120,000.00		\$ -	\$ -	\$ 120,000.00	\$ 81,628.08		
Xpress Bets Live 0131	\$ 1,000.00		\$ -	\$ -	\$ 1,000.00	\$ 279.21		
Xpress Bets Simulcast 0131	\$ 45,000.00		\$ -	\$ -	\$ 45,000.00	\$ -		
NYRA Live 0131	\$ 3.00		\$ -	\$ -	\$ 3.00	\$ -		
NYRA Simulcast 0131	\$ 10,000.00		\$ -	\$ -	\$ 10,000.00	\$ 22,406.84		
<b>Grand Total</b>	<b>\$1,584,699.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,584,699.04</b>	<b>\$538,008.63</b>		

Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
<b>10500140</b>								
TT LOANS AND SPECIAL PAYMENTS	\$ 721,350.00	\$ -	\$ -	\$ -	\$ 721,350.00	\$ 412,722.92	57%	75%

# QRY--Step 05A Expense Budget Form

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500001													
		1000		Division of Finance and Administration										
			AA	REGULAR EMPLOYEE COMPENSATION	\$364,080.20	\$0.00	\$267,382.17	\$282,382.17	\$15,000.00	\$297,382.17	\$66,698.03	77.56%	81.68%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$3,000.00	\$0.00	\$993.66	\$993.66	\$0.00	\$993.66	\$2,006.34	33.12%	33.12%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$132,270.33	\$0.00	\$82,856.52	\$82,856.52	\$0.00	\$82,856.52	\$49,413.81	62.64%	62.64%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$175,940.66	\$0.00	\$112,075.53	\$112,075.53	\$46,778.17	\$158,853.70	\$17,086.96	63.70%	90.29%	76.99%
			GG	ENERGY COSTS AND SPACE RENTAL	\$1,219,149.38	\$0.00	\$1,011,003.63	\$1,011,003.63	\$208,107.03	\$1,219,110.66	\$38.72	82.93%	100.00%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$125,000.00	\$0.00	\$126,751.44	\$126,751.44	\$6,885.12	\$133,636.56	(\$8,636.56)	101.40%	106.91%	76.99%
			JJ	OPERATIONAL SERVICES	\$950.00	\$0.00	\$799.45	\$799.45	\$634.94	\$1,434.39	(\$484.39)	84.15%	150.99%	76.99%
			KK	EQUIPMENT PURCHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$2,484.54	\$2,484.54	(\$2,484.54)	#Div/0!	#Div/0!	76.99%
			LL	EQUIPMENT LEASE-MAINTAIN/REPAR	\$32,106.80	\$0.00	\$13,319.66	\$13,319.66	\$8,156.21	\$21,475.87	\$10,630.93	41.49%	66.89%	76.99%
			NN	INFRASTRUCTURE:	\$1,000.00	\$0.00	\$975.42	\$975.42	\$24.58	\$1,000.00	\$0.00	97.54%	100.00%	76.99%
			UU	IT Non-Payroll Expenses	\$4,500.00	\$0.00	\$13,795.97	\$13,795.97	\$6,621.03	\$20,417.00	(\$15,917.00)	306.58%	453.71%	76.99%
			<b>Total:</b>	<b>Division of Finance and Administration</b>	<b>\$2,057,997.37</b>	<b>\$0.00</b>	<b>\$1,629,953.45</b>	<b>\$1,644,953.45</b>	<b>\$294,691.62</b>	<b>\$1,939,645.07</b>	<b>\$118,352.30</b>	<b>79.93%</b>	<b>94.25%</b>	76.99%
		1100		Human Resources										
			AA	REGULAR EMPLOYEE COMPENSATION	\$279,651.50	\$0.00	\$139,196.88	\$139,196.88	\$0.00	\$139,196.88	\$140,454.62	49.78%	49.78%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$1,000.00	\$0.00	\$567.92	\$567.92	\$0.00	\$567.92	\$432.08	56.79%	56.79%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$151,597.38	\$0.00	\$45,418.44	\$45,418.44	\$77,121.86	\$122,540.30	\$29,057.08	29.96%	80.83%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$64,818.15	\$0.00	\$29,950.86	\$29,950.86	\$6,522.46	\$36,473.32	\$28,344.83	46.21%	56.27%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$5,000.00	\$0.00	\$770.86	\$770.86	\$2,500.00	\$3,270.86	\$1,729.14	15.42%	65.42%	76.99%
			JJ	OPERATIONAL SERVICES	\$17,000.00	\$0.00	\$7,406.99	\$7,406.99	\$10,887.75	\$18,294.74	(\$1,294.74)	43.57%	107.62%	76.99%
			<b>Total:</b>	<b>Human Resources</b>	<b>\$519,067.03</b>	<b>\$0.00</b>	<b>\$223,311.95</b>	<b>\$223,311.95</b>	<b>\$97,032.07</b>	<b>\$320,344.02</b>	<b>\$198,723.01</b>	<b>43.02%</b>	<b>61.72%</b>	76.99%
		1200		Office of the General Counsel										
			AA	REGULAR EMPLOYEE COMPENSATION	\$479,248.37	\$0.00	\$358,835.55	\$358,835.55	\$0.00	\$358,835.55	\$120,412.82	74.87%	74.87%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$9,000.00	\$0.00	\$732.50	\$732.50	\$0.00	\$732.50	\$8,267.50	8.14%	8.14%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$174,110.93	\$0.00	\$106,094.92	\$106,094.92	\$0.00	\$106,094.92	\$68,016.01	60.94%	60.94%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$128,374.84	\$0.00	\$124,133.66	\$124,133.66	\$11,531.32	\$135,664.98	(\$7,290.14)	96.70%	105.68%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$532,000.00	\$0.00	\$923,667.58	\$923,667.58	\$53,332.42	\$977,000.00	(\$445,000.00)	173.62%	183.65%	76.99%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500001													
		1200		Office of the General Counsel										
			JJ	OPERATIONAL SERVICES	\$2,500.00	\$0.00	\$4,640.95	\$4,640.95	\$2,858.98	\$7,499.93	(\$4,999.93)	185.64%	300.00%	76.99%
			<b>Total:</b>	<b>Office of the General Counsel</b>	<b>\$1,325,234.14</b>	<b>\$0.00</b>	<b>\$1,518,105.16</b>	<b>\$1,518,105.16</b>	<b>\$67,722.72</b>	<b>\$1,585,827.88</b>	<b>(\$260,593.74)</b>	<b>114.55%</b>	<b>119.66%</b>	76.99%
		1300		Executive Director										
			AA	REGULAR EMPLOYEE COMPENSATION	\$589,524.27	\$0.00	\$465,161.34	\$465,161.34	\$0.00	\$465,161.34	\$124,362.93	78.90%	78.90%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$8,000.00	\$0.00	\$3,678.56	\$3,678.56	\$0.00	\$3,678.56	\$4,321.44	45.98%	45.98%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$214,174.19	\$0.00	\$141,068.41	\$141,068.41	\$0.00	\$141,068.41	\$73,105.78	65.87%	65.87%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$87,952.43	\$0.00	\$43,089.08	\$43,089.08	\$24,149.74	\$67,238.82	\$20,713.61	48.99%	76.45%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0.00%	0.00%	76.99%
			<b>Total:</b>	<b>Executive Director</b>	<b>\$939,650.89</b>	<b>\$0.00</b>	<b>\$652,997.39</b>	<b>\$652,997.39</b>	<b>\$24,149.74</b>	<b>\$677,147.13</b>	<b>\$262,503.76</b>	<b>69.49%</b>	<b>72.06%</b>	76.99%
		1400		Information Technology										
			AA	REGULAR EMPLOYEE COMPENSATION	\$560,397.81	\$0.00	\$408,588.45	\$408,588.45	\$0.00	\$408,588.45	\$151,809.36	72.91%	72.91%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$6,000.00	\$0.00	\$2,782.03	\$2,782.03	\$0.00	\$2,782.03	\$3,217.97	46.37%	46.37%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$203,592.53	\$0.00	\$120,168.25	\$120,168.25	\$0.00	\$120,168.25	\$83,424.28	59.02%	59.02%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$459,364.15	\$0.00	\$196,296.98	\$196,296.98	\$90,062.71	\$286,359.69	\$173,004.46	42.73%	62.34%	76.99%
			GG	ENERGY COSTS AND SPACE RENTAL	\$28,080.00	\$0.00	\$28,423.00	\$28,423.00	\$5,323.04	\$33,746.04	(\$5,666.04)	101.22%	120.18%	76.99%
			UU	IT Non-Payroll Expenses	\$3,600,213.68	\$0.00	\$2,188,037.45	\$2,188,037.45	\$1,415,617.26	\$3,603,654.71	(\$3,441.03)	60.78%	100.10%	76.99%
			<b>Total:</b>	<b>Information Technology</b>	<b>\$4,857,648.17</b>	<b>\$0.00</b>	<b>\$2,944,296.16</b>	<b>\$2,944,296.16</b>	<b>\$1,511,003.01</b>	<b>\$4,455,299.17</b>	<b>\$402,349.00</b>	<b>60.61%</b>	<b>91.72%</b>	76.99%
		1500		Commissioners										
			AA	REGULAR EMPLOYEE COMPENSATION	\$558,769.76	\$0.00	\$429,526.57	\$429,526.57	\$0.00	\$429,526.57	\$129,243.19	76.87%	76.87%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$10,000.00	\$0.00	\$7,171.26	\$7,171.26	\$0.00	\$7,171.26	\$2,828.74	71.71%	71.71%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$203,001.05	\$0.00	\$131,686.80	\$131,686.80	\$0.00	\$131,686.80	\$71,314.25	64.87%	64.87%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$117,536.98	\$0.00	\$57,338.75	\$57,338.75	\$27,554.41	\$84,893.16	\$32,643.82	48.78%	72.23%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			JJ	OPERATIONAL SERVICES	\$54,600.00	\$0.00	\$20,841.45	\$20,841.45	\$19,358.55	\$40,200.00	\$14,400.00	38.17%	73.63%	76.99%
			<b>Total:</b>	<b>Commissioners</b>	<b>\$943,907.79</b>	<b>\$0.00</b>	<b>\$646,564.83</b>	<b>\$646,564.83</b>	<b>\$46,912.96</b>	<b>\$693,477.79</b>	<b>\$250,430.00</b>	<b>68.50%</b>	<b>73.47%</b>	76.99%
		1600		Office of Workforce, Supplier and Diversity Development										
			AA	REGULAR EMPLOYEE COMPENSATION	\$187,317.58	\$0.00	\$116,842.60	\$116,842.60	\$0.00	\$116,842.60	\$70,474.98	62.38%	62.38%	76.99%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500001													
		1600		Office of Workforce, Supplier and Diversity Development										
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$4,000.00	\$0.00	\$5,298.41	\$5,298.41	\$0.00	\$5,298.41	(\$1,298.41)	132.46%	132.46%	76.99%
			CC	SPECIAL EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$68,052.47	\$0.00	\$33,589.72	\$33,589.72	\$0.00	\$33,589.72	\$34,462.75	49.36%	49.36%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$62,731.76	\$0.00	\$20,026.88	\$20,026.88	\$19,720.13	\$39,747.01	\$22,984.75	31.92%	63.36%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$0.00	\$0.00	\$35,202.88	\$35,202.88	\$29,922.00	\$65,124.88	(\$65,124.88)	#Div/0!	#Div/0!	76.99%
			PP	STATE AID/POL SUB	\$150,000.00	\$0.00	\$54,000.00	\$54,000.00	\$0.00	\$54,000.00	\$96,000.00	36.00%	36.00%	76.99%
			<b>Total:</b>	<b>Office of Workforce, Supplier and Diversity D</b>	<b>\$472,101.81</b>	<b>\$0.00</b>	<b>\$264,960.49</b>	<b>\$264,960.49</b>	<b>\$49,642.13</b>	<b>\$314,602.62</b>	<b>\$157,499.19</b>	<b>56.12%</b>	<b>66.64%</b>	76.99%
		1700		Office of Research and Problem Gambling										
			AA	REGULAR EMPLOYEE COMPENSATION	\$205,317.50	\$0.00	\$156,196.45	\$156,196.45	\$0.00	\$156,196.45	\$49,121.05	76.08%	76.08%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$6,000.00	\$0.00	\$3,771.04	\$3,771.04	\$0.00	\$3,771.04	\$2,228.96	62.85%	62.85%	76.99%
			CC	SPECIAL EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$74,591.84	\$0.00	\$47,262.39	\$47,262.39	\$0.00	\$47,262.39	\$27,329.45	63.36%	63.36%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$174,031.75	\$0.00	\$80,365.90	\$80,365.90	\$10,355.47	\$90,721.37	\$83,310.38	46.18%	52.13%	76.99%
			FF	FACILITY OPERATIONAL EXPENSES	\$500.00	\$0.00	\$0.00	\$0.00	\$35.00	\$35.00	\$465.00	0.00%	7.00%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$1,380,000.00	\$155,896.02	\$701,703.12	\$857,599.14	\$571,575.32	\$1,429,174.46	(\$49,174.46)	62.14%	103.56%	76.99%
			JJ	OPERATIONAL SERVICES	\$0.00	\$0.00	\$5,350.00	\$5,350.00	\$14,650.00	\$20,000.00	(\$20,000.00)	#Div/0!	#Div/0!	76.99%
			MM	PURCHASED CLIENT/PROGRAM SVCS	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%	0.00%	76.99%
			PP	STATE AID/POL SUB	\$3,215,197.00	\$0.00	\$711,587.58	\$711,587.58	\$1,532,900.45	\$2,244,488.03	\$970,708.97	22.13%	69.81%	76.99%
			UU	IT Non-Payroll Expenses	\$75,000.00	\$0.00	\$7,080.00	\$7,080.00	\$0.00	\$7,080.00	\$67,920.00	9.44%	9.44%	76.99%
			<b>Total:</b>	<b>Office of Research and Problem Gambling</b>	<b>\$5,155,638.09</b>	<b>\$155,896.02</b>	<b>\$1,713,316.48</b>	<b>\$1,869,212.50</b>	<b>\$2,129,516.24</b>	<b>\$3,998,728.74</b>	<b>\$1,156,909.35</b>	<b>36.26%</b>	<b>77.56%</b>	76.99%
		1800		Office of Communications										
			AA	REGULAR EMPLOYEE COMPENSATION	\$197,428.90	\$0.00	\$151,669.24	\$151,669.24	\$0.00	\$151,669.24	\$45,759.66	76.82%	76.82%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$3,900.00	\$0.00	\$2,634.72	\$2,634.72	\$0.00	\$2,634.72	\$1,265.28	67.56%	67.56%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$71,725.92	\$0.00	\$45,838.35	\$45,838.35	\$0.00	\$45,838.35	\$25,887.57	63.91%	63.91%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$53,867.89	\$0.00	\$29,090.46	\$29,090.46	\$19,571.88	\$48,662.34	\$5,205.55	54.00%	90.34%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$25,000.00	\$0.00	\$12,435.66	\$12,435.66	\$12,564.34	\$25,000.00	\$0.00	49.74%	100.00%	76.99%
			JJ	OPERATIONAL SERVICES	\$30,000.00	\$0.00	\$5,500.00	\$5,500.00	\$17,500.00	\$23,000.00	\$7,000.00	18.33%	76.67%	76.99%
			KK	EQUIPMENT PURCHASE	\$0.00	\$0.00	\$671.90	\$671.90	\$0.00	\$671.90	(\$671.90)	#Div/0!	#Div/0!	76.99%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500001													
		1800		Office of Communications										
			<b>Total:</b>	<b>Office of Communications</b>	<b>\$381,922.71</b>	<b>\$0.00</b>	<b>\$247,840.33</b>	<b>\$247,840.33</b>	<b>\$49,636.22</b>	<b>\$297,476.55</b>	<b>\$84,446.16</b>	<b>64.89%</b>	<b>77.89%</b>	76.99%
		1900		Ombudsman										
			AA	REGULAR EMPLOYEE COMPENSATION	\$313,488.00	\$0.00	\$241,058.72	\$241,058.72	\$0.00	\$241,058.72	\$72,429.28	76.90%	76.90%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$4,000.00	\$0.00	\$10.50	\$10.50	\$0.00	\$10.50	\$3,989.50	0.26%	0.26%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$113,890.19	\$0.00	\$73,236.54	\$73,236.54	\$0.00	\$73,236.54	\$40,653.65	64.30%	64.30%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$42,348.80	\$0.00	\$20,561.98	\$20,561.98	\$4,985.00	\$25,546.98	\$16,801.82	48.55%	60.33%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			JJ	OPERATIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			PP	STATE AID/POL SUB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			<b>Total:</b>	<b>Ombudsman</b>	<b>\$473,726.99</b>	<b>\$0.00</b>	<b>\$334,867.74</b>	<b>\$334,867.74</b>	<b>\$4,985.00</b>	<b>\$339,852.74</b>	<b>\$133,874.25</b>	<b>70.69%</b>	<b>71.74%</b>	76.99%
		5000		Investigations Enforcement										
			AA	REGULAR EMPLOYEE COMPENSATION	\$2,022,550.36	\$0.00	\$1,391,424.63	\$1,391,424.63	\$0.00	\$1,391,424.63	\$631,125.73	68.80%	68.80%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$23,000.00	\$0.00	\$16,087.04	\$16,087.04	\$0.00	\$16,087.04	\$6,912.96	69.94%	69.94%	76.99%
			CC	SPECIAL EMPLOYEES	\$0.00	\$0.00	\$12,060.00	\$12,060.00	\$0.00	\$12,060.00	(\$12,060.00)	#Div/0!	#Div/0!	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$731,159.55	\$0.00	\$401,326.58	\$401,326.58	\$0.00	\$401,326.58	\$329,832.97	54.89%	54.89%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$799,228.54	\$0.00	\$330,043.38	\$330,043.38	\$92,860.29	\$422,903.67	\$376,324.87	41.30%	52.91%	76.99%
			HH	CONSULTANT SVCS (TO DEPTS)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Div/0!	#Div/0!	76.99%
			JJ	OPERATIONAL SERVICES	\$3,907,735.01	\$0.00	\$1,647,230.00	\$1,647,230.00	\$1,400,539.97	\$3,047,769.97	\$859,965.04	42.15%	77.99%	76.99%
			KK	EQUIPMENT PURCHASE	\$68,444.00	\$0.00	\$4,957.40	\$4,957.40	\$4,154.64	\$9,112.04	\$59,331.96	7.24%	13.31%	76.99%
			UU	IT Non-Payroll Expenses	\$12,000.00	\$0.00	\$0.00	\$0.00	\$1,852.61	\$1,852.61	\$10,147.39	0.00%	15.44%	76.99%
			<b>Total:</b>	<b>Investigations Enforcement</b>	<b>\$7,564,117.46</b>	<b>\$0.00</b>	<b>\$3,803,129.03</b>	<b>\$3,803,129.03</b>	<b>\$1,499,407.51</b>	<b>\$5,302,536.54</b>	<b>\$2,261,580.92</b>	<b>50.28%</b>	<b>70.10%</b>	76.99%
		7000		Licensing										
			AA	REGULAR EMPLOYEE COMPENSATION	\$397,674.74	\$0.00	\$274,499.72	\$274,499.72	\$0.00	\$274,499.72	\$123,175.02	69.03%	69.03%	76.99%
			BB	REGULAR EMPLOYEE RELATED EXPEN	\$6,500.00	\$0.00	\$2,241.17	\$2,241.17	\$0.00	\$2,241.17	\$4,258.83	34.48%	34.48%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$144,475.23	\$0.00	\$82,450.57	\$82,450.57	\$0.00	\$82,450.57	\$62,024.66	57.07%	57.07%	76.99%
			EE	ADMINISTRATIVE EXPENSES	\$69,267.48	\$0.00	\$25,254.16	\$25,254.16	\$25,362.89	\$50,617.05	\$18,650.43	36.46%	73.07%	76.99%
			JJ	OPERATIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%	0.00%	76.99%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500001													
		7000		Licensing										
			KK	EQUIPMENT PURCHASE	\$10,000.00	\$0.00	\$0.00	\$0.00	\$1,376.40	\$1,376.40	\$8,623.60	0.00%	13.76%	76.99%
		<b>Total:</b>		<b>Licensing</b>	<b>\$637,917.45</b>	<b>\$0.00</b>	<b>\$384,445.62</b>	<b>\$384,445.62</b>	<b>\$26,739.29</b>	<b>\$411,184.91</b>	<b>\$226,732.54</b>	<b>60.27%</b>	<b>64.46%</b>	76.99%
		9000		AGO State Police										
			EE	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00	\$39,118.26	\$39,118.26	\$0.00	\$39,118.26	(\$39,118.26)	#Div/0!	#Div/0!	76.99%
			JJ	OPERATIONAL SERVICES	\$0.00	\$0.00	\$463,531.58	\$463,531.58	\$353,746.59	\$817,278.17	(\$817,278.17)	#Div/0!	#Div/0!	76.99%
		<b>Total:</b>		<b>AGO State Police</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$502,649.84</b>	<b>\$502,649.84</b>	<b>\$353,746.59</b>	<b>\$856,396.43</b>	<b>(\$856,396.43)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	76.99%
	<b>Total:</b>	<b>10500001</b>			<b>\$25,328,929.90</b>	<b>\$155,896.02</b>	<b>\$14,866,438.47</b>	<b>\$15,037,334.49</b>	<b>\$6,155,185.10</b>	<b>\$21,192,519.59</b>	<b>\$4,136,410.31</b>	<b>59.37%</b>	<b>83.67%</b>	76.99%
	10500003													
		1000		Division of Finance and Administration										
			AA	REGULAR EMPLOYEE COMPENSATION	\$163,926.80	\$0.00	\$120,030.47	\$120,030.47	\$0.00	\$120,030.47	\$43,896.33	73.22%	73.22%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$59,554.61	\$0.00	\$35,993.28	\$35,993.28	\$0.00	\$35,993.28	\$23,561.33	60.44%	60.44%	76.99%
		<b>Total:</b>		<b>Division of Finance and Administration</b>	<b>\$223,481.41</b>	<b>\$0.00</b>	<b>\$156,023.75</b>	<b>\$156,023.75</b>	<b>\$0.00</b>	<b>\$156,023.75</b>	<b>\$67,457.66</b>	<b>69.82%</b>	<b>69.82%</b>	76.99%
		1100		Human Resources										
			AA	REGULAR EMPLOYEE COMPENSATION	\$83,782.66	\$0.00	\$56,006.39	\$56,006.39	\$0.00	\$56,006.39	\$27,776.27	66.85%	66.85%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$30,438.24	\$0.00	\$16,750.57	\$16,750.57	\$0.00	\$16,750.57	\$13,687.67	55.03%	55.03%	76.99%
		<b>Total:</b>		<b>Human Resources</b>	<b>\$114,220.90</b>	<b>\$0.00</b>	<b>\$72,756.96</b>	<b>\$72,756.96</b>	<b>\$0.00</b>	<b>\$72,756.96</b>	<b>\$41,463.94</b>	<b>63.70%</b>	<b>63.70%</b>	76.99%
		1200		Office of the General Counsel										
			AA	REGULAR EMPLOYEE COMPENSATION	\$36,509.62	\$0.00	\$24,944.82	\$24,944.82	\$0.00	\$24,944.82	\$11,564.80	68.32%	68.32%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$13,263.95	\$0.00	\$7,438.66	\$7,438.66	\$0.00	\$7,438.66	\$5,825.29	56.08%	56.08%	76.99%
		<b>Total:</b>		<b>Office of the General Counsel</b>	<b>\$49,773.57</b>	<b>\$0.00</b>	<b>\$32,383.48</b>	<b>\$32,383.48</b>	<b>\$0.00</b>	<b>\$32,383.48</b>	<b>\$17,390.09</b>	<b>65.06%</b>	<b>65.06%</b>	76.99%
		1300		Executive Director										
			AA	REGULAR EMPLOYEE COMPENSATION	\$35,911.23	\$0.00	\$18,651.39	\$18,651.39	\$0.00	\$18,651.39	\$17,259.84	51.94%	51.94%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$13,046.54	\$0.00	\$5,714.56	\$5,714.56	\$0.00	\$5,714.56	\$7,331.98	43.80%	43.80%	76.99%
		<b>Total:</b>		<b>Executive Director</b>	<b>\$48,957.77</b>	<b>\$0.00</b>	<b>\$24,365.95</b>	<b>\$24,365.95</b>	<b>\$0.00</b>	<b>\$24,365.95</b>	<b>\$24,591.82</b>	<b>49.77%</b>	<b>49.77%</b>	76.99%
		1400		Information Technology										
			AA	REGULAR EMPLOYEE COMPENSATION	\$34,287.81	\$0.00	\$14,070.37	\$14,070.37	\$0.00	\$14,070.37	\$20,217.44	41.04%	41.04%	76.99%
			DD	PENSION & INSURANCE RELATED EX	\$12,456.75	\$0.00	\$4,056.60	\$4,056.60	\$0.00	\$4,056.60	\$8,400.15	32.57%	32.57%	76.99%



BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
10500003														
	1400			Information Technology										
	<b>Total:</b>			<b>Information Technology</b>	<b>\$46,744.56</b>	<b>\$0.00</b>	<b>\$18,126.97</b>	<b>\$18,126.97</b>	<b>\$0.00</b>	<b>\$18,126.97</b>	<b>\$28,617.59</b>	<b>38.78%</b>	<b>38.78%</b>	76.99%
	1500			Commissioners										
		AA		REGULAR EMPLOYEE COMPENSATION	\$53,893.50	\$0.00	\$40,908.49	\$40,908.49	\$0.00	\$40,908.49	\$12,985.01	75.91%	75.91%	76.99%
		DD		PENSION & INSURANCE RELATED EX	\$19,579.51	\$0.00	\$12,515.39	\$12,515.39	\$0.00	\$12,515.39	\$7,064.12	63.92%	63.92%	76.99%
	<b>Total:</b>			<b>Commissioners</b>	<b>\$73,473.01</b>	<b>\$0.00</b>	<b>\$53,423.88</b>	<b>\$53,423.88</b>	<b>\$0.00</b>	<b>\$53,423.88</b>	<b>\$20,049.13</b>	<b>72.71%</b>	<b>72.71%</b>	76.99%
	1800			Office of Communications										
		AA		REGULAR EMPLOYEE COMPENSATION	\$11,272.11	\$0.00	\$8,679.43	\$8,679.43	\$0.00	\$8,679.43	\$2,592.68	77.00%	77.00%	76.99%
		DD		PENSION & INSURANCE RELATED EX	\$4,095.15	\$0.00	\$2,597.71	\$2,597.71	\$0.00	\$2,597.71	\$1,497.44	63.43%	63.43%	76.99%
	<b>Total:</b>			<b>Office of Communications</b>	<b>\$15,367.26</b>	<b>\$0.00</b>	<b>\$11,277.14</b>	<b>\$11,277.14</b>	<b>\$0.00</b>	<b>\$11,277.14</b>	<b>\$4,090.12</b>	<b>73.38%</b>	<b>73.38%</b>	76.99%
	3000			Racing Division										
		AA		REGULAR EMPLOYEE COMPENSATION	\$293,177.00	\$0.00	\$211,692.87	\$211,692.87	\$0.00	\$211,692.87	\$81,484.13	72.21%	72.21%	76.99%
		BB		REGULAR EMPLOYEE RELATED EXPEN	\$12,000.00	\$0.00	\$1,067.08	\$1,067.08	\$0.00	\$1,067.08	\$10,932.92	8.89%	8.89%	76.99%
		CC		SPECIAL EMPLOYEES	\$360,000.00	\$0.00	\$316,904.28	\$316,904.28	\$0.00	\$316,904.28	\$43,095.72	88.03%	88.03%	76.99%
		DD		PENSION & INSURANCE RELATED EX	\$112,523.21	\$0.00	\$69,793.81	\$69,793.81	\$50,000.00	\$119,793.81	(\$7,270.60)	62.03%	106.46%	76.99%
		EE		ADMINISTRATIVE EXPENSES	\$197,953.45	\$0.00	\$126,574.77	\$126,574.77	\$13,638.89	\$140,213.66	\$57,739.79	63.94%	70.83%	76.99%
		FF		FACILITY OPERATIONAL EXPENSES	\$2,000.00	\$0.00	\$4,784.00	\$4,784.00	\$1,900.00	\$6,684.00	(\$4,684.00)	239.20%	334.20%	76.99%
		HH		CONSULTANT SVCS (TO DEPTS)	\$25,000.00	\$0.00	\$20,962.50	\$20,962.50	\$13,437.50	\$34,400.00	(\$9,400.00)	83.85%	137.60%	76.99%
		JJ		OPERATIONAL SERVICES	\$815,300.00	\$0.00	\$422,494.56	\$422,494.56	\$238,790.38	\$661,284.94	\$154,015.06	51.82%	81.11%	76.99%
		KK		EQUIPMENT PURCHASE	\$0.00	\$0.00	\$400.00	\$400.00	\$100.00	\$500.00	(\$500.00)	#Div/0!	#Div/0!	76.99%
		LL		EQUIPMENT LEASE-MAINTAIN/REPAR	\$2,000.00	\$0.00	\$358.12	\$358.12	\$134.57	\$492.69	\$1,507.31	17.91%	24.63%	76.99%
		MM		PURCHASED CLIENT/PROGRAM SVCS	\$85,000.00	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$65,000.00	\$20,000.00	76.47%	76.47%	76.99%
		UU		IT Non-Payroll Expenses	\$43,000.00	\$0.00	\$10,142.00	\$10,142.00	\$9,932.45	\$20,074.45	\$22,925.55	23.59%	46.68%	76.99%
	<b>Total:</b>			<b>Racing Division</b>	<b>\$1,947,953.66</b>	<b>\$0.00</b>	<b>\$1,250,173.99</b>	<b>\$1,250,173.99</b>	<b>\$327,933.79</b>	<b>\$1,578,107.78</b>	<b>\$369,845.88</b>	<b>64.18%</b>	<b>81.01%</b>	76.99%
<b>Total:</b>	<b>10500003</b>				<b>\$2,519,972.14</b>	<b>\$0.00</b>	<b>\$1,618,532.12</b>	<b>\$1,618,532.12</b>	<b>\$327,933.79</b>	<b>\$1,946,465.91</b>	<b>\$573,506.23</b>	<b>64.23%</b>	<b>77.24%</b>	76.99%
10500013														
	3000			Racing Division										
		TT		LOANS AND SPECIAL PAYMENTS	\$0.00	\$0.00	\$243,950.68	\$243,950.68	\$60,512.50	\$304,463.18	(\$304,463.18)	#Div/0!	#Div/0!	76.99%

BFY	Appropriation	Division	Obj Clas	Object Class Name	Obligation Ceiling	Accrued Expenses	Cash Expenses	Total Expenses	Encumbered	Committed	Uncommitted	% Spent	% Comtd	% BFY Passed
2018														
	10500013													
		3000		Racing Division										
				<b>Total: Racing Division</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$243,950.68</b>	<b>\$243,950.68</b>	<b>\$60,512.50</b>	<b>\$304,463.18</b>	<b>(\$304,463.18)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>
<b>Total:</b>	<b>10500013</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$243,950.68</b>	<b>\$243,950.68</b>	<b>\$60,512.50</b>	<b>\$304,463.18</b>	<b>(\$304,463.18)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>
	10500021													
		3000		Racing Division										
			TT	LOANS AND SPECIAL PAYMENTS	\$0.00	\$0.00	\$185,219.60	\$185,219.60	\$0.00	\$185,219.60	(\$185,219.60)	#Div/0!	#Div/0!	76.99%
				<b>Total: Racing Division</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185,219.60</b>	<b>\$185,219.60</b>	<b>\$0.00</b>	<b>\$185,219.60</b>	<b>(\$185,219.60)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>
<b>Total:</b>	<b>10500021</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185,219.60</b>	<b>\$185,219.60</b>	<b>\$0.00</b>	<b>\$185,219.60</b>	<b>(\$185,219.60)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>
	10500022													
		3000		Racing Division										
			TT	LOANS AND SPECIAL PAYMENTS	\$0.00	\$0.00	\$205,347.93	\$205,347.93	\$377,493.69	\$582,841.62	(\$582,841.62)	#Div/0!	#Div/0!	76.99%
				<b>Total: Racing Division</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$205,347.93</b>	<b>\$205,347.93</b>	<b>\$377,493.69</b>	<b>\$582,841.62</b>	<b>(\$582,841.62)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>
<b>Total:</b>	<b>10500022</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$205,347.93</b>	<b>\$205,347.93</b>	<b>\$377,493.69</b>	<b>\$582,841.62</b>	<b>(\$582,841.62)</b>	<b>#Div/0!</b>	<b>#Div/0!</b>	<b>76.99%</b>