

Sub Binder 3

WORKFORCE
ENHANCEMENT
FACTORS

***a. MEASURES TO ADDRESS
PROBLEM GAMBLING***

TAB

Exhibit X.A.1. ON SITE RESOURCES

The applicant, Howe Caverns Resort and Casino, and the proposed manager, Full House (together herein, the “Applicant”), are committed to promoting awareness of gambling disorders and supporting individuals who realize they cannot gamble responsibly. Consistent with this commitment, the Casino will manage its affairs and conduct its activities in a manner cognizant of the need for effective programs and policies to address problem gambling in an enlightened and appropriate manner.

To meet this objective, the Applicant will implement, immediately upon commencing operations, a “Responsible Gaming Awareness Program” (the “Program”) to address issues arising in connection with problem gambling. The goals of the Program are to encourage responsible gaming and to provide resources to assist patrons who may exhibit signs of problem gambling. For the purposes of the Program, “problem gambling” is defined as “gambling behavior that compromises, disrupts, or damages personal, family or vocational pursuits or otherwise creates significant adverse consequences in important areas of a person’s life.”

The Casino will provide on-site resources to assist those affected by gambling-related problems, with the goal of developing awareness that:

- problem gambling can be harmful;
- the casino does not want its guests to be harmed by problem gambling; and
- assistance programs are in place to help with gambling problems.

The on-site resources will include informational messaging through a pamphlet and signage initiative; employee training and education; and a voluntary self-exclusion program.

The pamphlet and signage initiative will include information on problem gambling, resources for treating problem gambling and how to access the voluntary self-exclusion program. Information about the pamphlets and

signage is included in Exhibit X.A.2 of this application.

The employee education and training will address responsible gaming, the symptoms of problem gambling, identification of patrons who are impaired by drugs or alcohol, or both, and procedures regarding self-exclusions. Information about employee education and training is included in Exhibit X.A.3 of this application.

The voluntary self-exclusion process will allow patrons and employees who may have a gambling problem the opportunity to exclude themselves voluntarily from gaming activities and restrict their access to the gaming environment. Information about the self-exclusion policy is included in Exhibit X.A.4 of this application.

In addition, the Casino will implement initiatives to prohibit underage gambling, including the creation of signs and the posting of information to raise both employee and patron awareness of underage gambling. Information about the underage patron initiatives is included in Exhibit X.A.5 of this application.

The Compliance Officer, a member of the Casino's senior management team, will be responsible for implementing, maintaining and overseeing the Program. The Compliance Officer's Program-related responsibilities will include, among other casino-related duties, overseeing the implementation of responsible gaming policies, developing and overseeing the information and messaging to promote responsible gaming, coordinating employee training, evaluating the effectiveness of the Program and coordinating with local providers to facilitate assistance and treatment for those with gambling-related problems.

The Casino will maintain responsible gaming awareness resources at several locations, including a centralized location, which will serve as a Responsible Gaming Awareness Center, so that information is readily available to patrons seeking information on responsible gaming.

If a person is experiencing a gambling problem, the Casino will offer

access to information on where and how to access problem gambling resources and services. This information will include the 24-hour, 7 day a week HOPELine telephone number, 1-877-8HOPENY (1-877-846-7369), a listing of community, public and private treatment services, Gamblers Anonymous and Debtors Anonymous programs and similar treatment or addiction therapy programs designed to prevent, treat, or monitor problem gamblers and to counsel family members. The Casino will make similar information and resources available on its website.

Exhibit X.A.2. PROBLEM GAMBLING SIGNAGE

Submit as Exhibit X. A.2. a description of signs, alerts and other information that will be available in the proposed Gaming Facility to identify resources available for those affected by gambling related problems, including the New York State Office of Alcoholism and Substance Abuse Services (OASAS) HOPEline (1-877-8-HOPENY).

The Program's signage includes a pamphlet and signage initiative to develop awareness of the risks of problem gambling and how to locate programs providing assistance with gambling problems. The signage will identify resources available to assist those affected by gambling related problems, including the New York State Office of Alcoholism and Substance Abuse Services (OASAS) HOPEline (1-877-8-HOPENY).

The signage will also include information about, among other things:

- the following list of possible problem gambling indicators, outlined by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") (available at <http://www.oasas.ny.gov/gambling/warningsigns.cfm>):
 - thinking constantly about gambling;
 - increasing bets to sustain the thrill;
 - expressing agitation when cutting back;
 - gambling as an escape;

- “chasing” losses with more gambling;
- lying to conceal their gambling activity;
- financing bets through illegal acts;
- jeopardizing significant relationships with family and friends;
- relying on others to bail them out; and
- failing in their efforts to control or stop gambling;
- treatment services available to problem gamblers and their families and how to access them; and
- the voluntary self-exclusion process and how to access it.

The Casino will make available educational materials to assist patrons in understanding how gaming works, to improve awareness of potential signs of problem gambling, to encourage consumers to set limits, to dispel the myth about “beating the odds,” and to provide consumers access to resources. This may include, among other things, the brochures entitled “Keeping It Fun: A Guide to Responsible Gaming,” “The House Advantage: A Guide to Understanding the Odds,” and “Taking the Mystery Out of the Machine: A Guide to Understanding Slot Machines,” produced by the American Gaming Association and available at <http://www.americangaming.org/social-responsibility/responsible-gaming>. Copies of these materials, which are available in six languages (English, Spanish, French, Chinese, Korean, and Vietnamese), are included in Exhibit X.A.2-A.

In addition, the Casino will make available information on underage gambling developed by the New York Council on Problem Gambling, entitled “Talking to Your College Student about Gambling,” and “Know the Signs, Talk to Your Kids,” available at <http://www.nyproblemgambling.org/publications/printed-materials/>, copies of which are included in Exhibit X.A.2-B. Examples of the types of information and graphics which may appear on the problem gambling signage are included in Exhibit X.A.2-C.

The Program's pamphlets and signage will be available in several locations throughout the casino, including near the casino elevators; at the Rewards Club desk; in the credit office; outside the casino restrooms; and in the VIP Lounge. These materials also will be available in a centralized location, which will serve as a Responsible Gaming Awareness Center, so that information is readily accessible to patrons seeking information on responsible gaming.

TAB

Exhibit X.A.2-A

The information in this brochure was derived from *Gambling: Choices and Consequences* (1993, 1998, 2nd edition, 2002) published by the Minnesota Institute of Public Affairs by Roger Sverrisen and Tom Griffin. Material has been reproduced with permission. For more information on responsible gaming, please contact the Gambling Problems Resource Center in Minnesota at 1-800-422-4706 or write to: Minnesota Responsible Resource Center, 2770 Highway 10 NE, Mounds View, MN 55122-4002 or visit www.mipa.org/gambling

If you or someone you know has a gambling problem, call 1-800-422-4706 for confidential assistance or visit www.ncpgambling.org for resources available in your state.



KEEPING IT FUN

A GUIDE TO RESPONSIBLE GAMING



American Gaming Association
1299 Pennsylvania Avenue, NW
Suite 1175
Washington, DC 20004
202-552-2675
www.americangaming.org

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Produced by the
American Gaming Association
to promote responsible gaming

Gambling has become an accepted part of America's mainstream culture, comparable to leisure activities such as attending movies, athletic events and the theater. A large majority of Americans who gamble do so recreationally without adverse consequences. However, for some, gambling is no longer entertainment, becoming something they need to do rather than something they want to do.

This brochure describes how you can gamble responsibly and "keep it fun."

Characteristics of Responsible Gaming

- Responsible gamblers understand that gambling by its nature entails risk and that the odds of winning are with the house.
- Responsible gaming is done socially, with family, friends or colleagues.
- Responsible gaming is done for limited amounts of time, both in frequency and duration.
- Responsible gaming always has predetermined, acceptable limits for losses.

Setting Personal Guidelines

You can establish your own limits and provide direction to others by developing a set of personal guidelines to determine whether, when and how much to gamble.

1. The decision to gamble is a personal choice.

No one should feel pressure to gamble, or feel that he or she must gamble to be accepted.

2. Gambling is not essential for having a good time.

Gambling should not be perceived as necessary for having fun and being with friends.

3. What constitutes an acceptable loss needs to be established before starting to gamble.

Any money spent on gambling should be considered the cost of entertainment; people should only gamble with money they can afford to lose. For those who choose to gamble, it is essential to know when to stop.

4. Borrowing money to gamble should be avoided and discouraged.

Borrowing money from a friend, relative or any other source of funds with the intention of repaying with gambling winnings is always high-risk and inappropriate.

5. There are times when people should not gamble.

Never gamble when under the legal gambling age; when it interferes with work or family responsibilities; when in recovery for addictive disorders or dependencies; when the form of gambling is illegal; when gambling is prohibited by organizational policy; or when trying to make up for prior gambling losses ("chasing" losses).

6. There are certain high-risk situations during which gambling should be avoided.

Avoid gambling when feeling lonely, angry, depressed or under stress; when coping with the death of a loved one; to solve personal or family problems; or to impress others.

7. Excessive use of alcohol when gambling can be risky.

Irresponsible alcohol use can affect a person's judgment and interfere with the ability to control gambling and adhere to predetermined limits.

**Keep gambling what it should be—entertainment.
Know how to set limits, and know when to stop.**



THE HOUSE ADVANTAGE

**A Guide to
Understanding
The Odds**




AMERICAN GAMING ASSOCIATION
1299 Pennsylvania Avenue, NW
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202-552-2675
www.americangaming.org

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Whether you play slots, craps, blackjack, roulette or any other game in a casino, it is important to remember that games of chance are based on random outcomes and always favor the casino. These games of chance are a form of entertainment, at a price to you, the player. Casino gaming should not be considered a way to make money.

This booklet provides information about the advantage the casino has in various games — also known as the “house advantage.” Beyond mathematical probabilities, it covers other factors a player should take into account, such as the amount wagered, length of time spent playing a game and, to a degree, the level of a player’s skill at certain games. Finally, the booklet discusses some of the common myths associated with gambling that should be understood before betting on any casino games.

We encourage you to play responsibly by betting within your limits and by recognizing that over time the house will come out ahead.



The American Gaming Association would like to thank Olaf Vancura, Ph.D. for the generous contribution of his time and expertise in the development of this brochure.

Understanding the House Advantage

Casino games are designed with a house advantage. Mathematically, the house advantage is a measure of how much the house expects to win, expressed as a percentage of the player's wager. For example, in a wager with a house advantage of 5 percent, the player will lose, on average over time, \$5 for every \$100 wagered. House advantages vary by region, casino and game. In some games, player betting or skill decisions can affect the house advantage, but it's important to keep in mind that the house always has some advantage against the typical player.

Assuming standard rules and players with average skills, typical house advantages in popular casino games range from 1.1 percent (player/banker bets) to 14.4 percent (tie bets) for baccarat; 0.5 percent to 3.0 percent for twenty-one or "blackjack"; 1.4 percent (pass/don't pass bets) to 16.7 percent (any 7) for craps; and 2.7 percent (single "0") to 5.3 percent ("0" and "00") for roulette. Slot machines typically have house advantages of 2 to 12 percent; a player cannot influence the outcome of traditional slot machine play through any decision-making strategy.

Other Factors Behind Winning and Losing

While the house advantage is useful for understanding the casino's expected win (or a player's expected loss) per bet, there are other factors that can influence the amount a player might spend when gambling in a casino.

Length of Time Played, Speed of Play and Amount Wagered:

Because the odds always favor the house, the longer or faster a person plays a casino game, the more the person should expect to lose. In the same way, the more a person wagers, the more the person should expect to lose. For instance, if the "hold percentage" (or house advantage) for a typical slot machine is 10 percent, then, on average, a player will win back \$90 for each \$100 wagered. However, if this player then re-wagers the \$90, the player will again win back, on average, 90 percent of the \$90, or \$81. As the betting continues, over time players are more and more likely to lose money, rather than win. An individual may lose more or less than the average, but the machine always comes out ahead in the long run.

Skill: The chances of winning are maximized when games involving an element of skill (in playing or betting) — such as blackjack or video poker — are played at the highest level. *However, with few exceptions, it's important to remember that the house continues to have a statistical advantage in every play of every game, even against a skillful player.*

Superstitions and False Beliefs

It might be fun to imagine that rubbing a rabbit's foot improves a player's chances of hitting a jackpot, but the reality is that this "magical thinking" has no impact whatsoever. Cheating aside, there's nothing a player can do — no ritual and no lucky charm — to influence the outcome of any casino game. Superstitions can't determine whether a player wins or loses because every casino game — whether it's blackjack, craps or a slot machine — is based on randomness, or chance.

To understand gambling, it's also important to understand the concept of "independent events." Each spin of the wheel or roll of the dice is considered an "independent event," meaning that the chances of a specific outcome remain the same and are not influenced by previous events. For example, if a player has just rolled snake eyes, the player is no more or less likely on the next roll to get snake eyes again. Slot machines are not any more or less likely to hit a jackpot just because they haven't hit for a while. And roulette wheels are no more or less likely to land on red if they have just previously landed on black. So-called gambling "hot streaks" are merely random sequences of events perceived by players to be favorable. Over time, the overall outcome of the game will favor the casino and always approach the house advantage.

Government Regulation

While some people believe that casinos can "rig" slot machines and other games, the reality is that the actions of every casino in the United States are tightly controlled by regulatory agencies, which ensure that all the games are fair and determined by chance. Slot machines must meet stringent technical and operating standards, including specific payout percentages, before they ever reach the casino floor.

For more information, visit the American Gaming Association Web site at www.americangaming.org.

Slot machines
are **not** any
more or less
likely to hit
a jackpot just
because they
haven't hit
for a while.

CASINO HOUSE ADVANTAGE AND EXPECTED LOSS

	House Advantage	For every \$100 bet, the player can expect to lose ...*
BACCARAT		
Player/Banker	1.1%-1.2%	\$1.10-\$1.20
Tie	14.4%	\$14.40
BLACKJACK		
Natural pays 3 to 2	0.5%-1.5%	50¢-\$1.50
Natural pays 6 to 5	2.0%-3.0%	\$2.00-\$3.00
CRAPS		
Pass/Don't Pass	1.4%	\$1.40
Prop Bets	10%-16.7%	\$10-\$16.70
KENO AND SPORTS		
Keno 1-15 Spots	25%-30%	\$25-\$30
Video Keno	8%-15%	\$8-\$15
Sports Betting (Bet \$11/Win \$10)	4.5%	\$4.50
ROULETTE		
Single Zero	2.7%	\$2.70
Double Zero	5.3%	\$5.30
REELS		
Penny Slots	8%-12%	\$8-\$12
Nickel Slots	6%-12%	\$6-\$12
Quarter Slots	5%-10%	\$5-\$10
Dollar Slots	2.5%-6%	\$2.50-\$6
VIDEO POKER	0.5%-5%	50¢-\$5

* These figures are included here purely to illustrate the percentage nature of the house advantage, and they represent the amount of money that the hypothetical, average player can expect to lose, for each \$100 wagered, over a reasonable period of time. There are other factors, such as length of time spent playing, speed of play, skill and amount wagered that can also influence the amount of money a player loses while gambling in a casino. As the betting continues, over time players are more likely to lose money rather than win. An average individual may lose more or less than the average house advantage.

Note: For games with strategic decisions (e.g., blackjack, video poker), an "average player" strategy is assumed. For games in which rule/pay variations exist (for example, slot machines), a typical offering is assumed although an operator may, subject to governmental requirements, provide for a greater or lower house advantage. The information in this brochure is provided for the purposes of illustration only. Actual house advantages and hold percentages may vary.

True or False? *DISPELLING POPULAR SLOT MACHINE MYTHS*

If a slot machine hasn't paid out for a while, it's due for a win.

False. Slot machines operate randomly at all times – no matter how many wins or losses have occurred in the past. A machine that has not paid out for a while has no greater chance of paying out in the future.

A slot machine can tell the difference between maximum and minimum bets.

False. The number of coins played – or the amount of a wager – does not affect the outcome of a game. It only affects how much a player may win or lose.

Players can determine a machine's odds by counting the symbols on each reel.

False. Because multiple numbers generated by the RNG can correspond to the same symbol on a reel, there are many more number combinations possible than are visible to the eye. Even though there may be only 15 symbols on a reel, there can be thousands of virtual stops.

Using a player's club card will increase the chances of winning a jackpot.

False. The RNG that determines the outcome of each play is not linked to the player's club card reader. The RNG cannot tell whether a card is inserted or not, so the outcome of the game is not affected.

After hitting a jackpot, a player should move to a new slot machine. The machine currently in play is not likely to hit again.

False. The odds of winning another jackpot on the next play are the same as they were before hitting the jackpot. There is no such thing as a "hot" or "cold" slot machine.

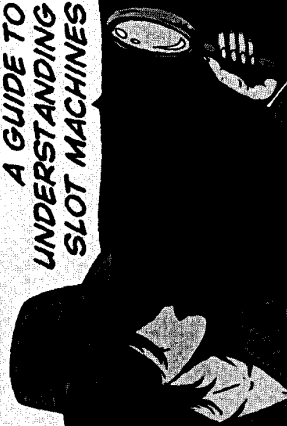
Slot machines are highly addictive.

False. Research has found no evidence that slot machines lead to greater rates of gambling addiction.

Taking the Mystery Out of the Machine

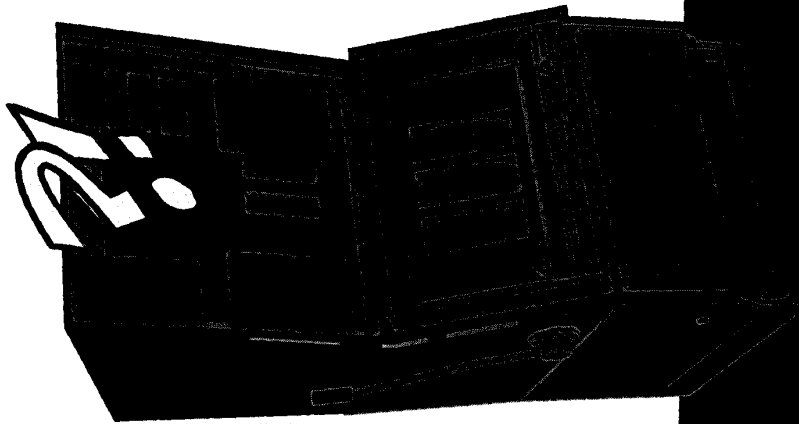
For more information about slot machines, their impact and how they are regulated, read "Demystifying Slot Machines and Their Impact in the United States," available on the AGA website. To learn more about different types of gaming machines and how they work, read "Introduction to Slots and Video Gaming," available at www.igt.com.

A GUIDE TO UNDERSTANDING SLOT MACHINES



The slot machine.

It's America's favorite casino game and one of the most widely recognized symbols of commercial gaming. Yet most people know very little about slots. A close look at these machines reveals how they are made, how they operate and how they are regulated.



AMERICAN GAMING ASSOCIATION

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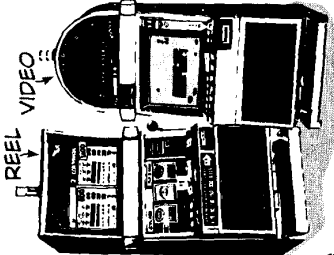
TYPES OF MACHINES

The slot machine has captured the imaginations of gamblers for more than 100 years. Modern slot machines feature thousands of different games, as many as 200 paylines and a variety of betting limits.

There are two basic types of slot machines in today's casino – mechanical reel and video slot machines. Mechanical reel machines have actual physical reels that spin when play begins, while video slot machines have virtual reels that are displayed on a video monitor.

Within these two main categories are additional types of machines, including progressive slot machines in which the top payout award continues to grow as more money is added to a machine, as well as machines that offer interactive bonus games when certain symbols appear on the payline.

No matter what type of machine you play, most slot machines operate in pretty much the same way.



HOW IT WORKS

To understand how a slot machine works, it's important to understand the Random Number Generator (RNG), a tiny computer that determines where the reels stop during each slot machine play.

Even before a player approaches a slot machine, the RNG is cycling through millions of number combinations. Each number in the combination corresponds to the different symbols on the slot machine reels. Multiple numbers can correspond to the same symbol, which is called a virtual stop.

Here's a look at what happens once slot machine play begins.



- The player pushes a button or pulls a lever to initiate play.
- In that instant, the RNG picks the number combination highlighted in its system at that given moment, and each reel stops in the position that corresponds to that number.
- If the numbers and accompanying symbols on the payline match a winning combination, the game processor notifies the player through the screen.
- The game processor simultaneously calculates the amount won based on the odds of the game and the amount wagered.
- The win is paid or added to the player's credit meter.
- With each new play, this process repeats in exactly the same way, independent of the events that happened before.

59: The percentage of Americans who consider slot machines their favorite casino game.
88-98: The overall percentage that a machine will return to players in the long run. For every \$100 wagered, players might lose approximately \$2 to \$12 over time.

BY THE NUMBERS

1899: The year in which Charles Fey invented the first slot machine, the Liberty Bell.
30,000: The number of people employed at companies that produce slot machines and/or other casino games. These employees earn \$2.1 billion annually.

FROM CONCEPT TO CASINO FLOOR

Slot machines are created with one goal in mind – to ensure that players are entertained when playing them. Machine production is a complex process involving many decisions, from determining betting options to artwork and theme. Designers pay attention to cultural and technological trends to ensure that new games are on the cutting edge.

It takes approximately 12 to 18 months to produce a new slot machine game. Once a game is crafted, it often is tested with a focus group of customers. It then is sent to a private lab to confirm it works properly and meets state regulatory requirements and/or is submitted to state regulators for approval.

ENSURING COMPLIANCE

Every year roughly \$265 million is spent on regulating the gaming industry, including slot machines. Before reaching the casino floor, slots are subjected to lengthy compliance tests in order to be approved by regulators. Those tests make sure the games are fair and reliable.

Technicians perform regular maintenance on the machines once they are on the floor, and regulators perform check-ups if problems arise – all to ensure the machines continue to operate as they should.

Often, a single slot machine game must be approved by regulatory bodies in more than 200 different jurisdictions.

2,250: The number of regulators who oversee the gaming industry. Ensuring that slot machines operate correctly is among their many responsibilities.
\$33,000: Approximately the number of slot machines operating in the U.S.

RESPONSIBLE PLAY

Since the 1970s, the popularity of slot machines has exploded. But, during that time, research from Harvard University and other institutions has shown that the rate of gambling disorders has held steady at 1 to 3 percent of Americans. There is no research indicating slot machines trigger addiction.

The average customer spends \$108 when visiting a casino – an amount that, when adjusted for inflation, has changed little during the past 35 years.

Slot machines should not be considered a way to earn money. They are intended only to provide gaming customers with entertaining – and often exciting – experiences.

CONSTANT EVOLUTION

Slot machines have come a long way in the past 100 years, and, as we look to the future, that evolution will continue. Already on today's casino floor, you can find games that allow people to play together and share bonus rounds, and server-based games that allow players to pick from a variety of games on a single machine. Whenever technology takes us, the games will continue to be fair, regulated and, above all, fun!

\$387 Million: The largest slot machine jackpot ever won.
1,200: The average number of individual parts in a slot machine.
275: Approximately the number of pounds an upright slot machine weighs.

TALK TO THEM

Here are some tips for raising the issue with your son or daughter:

Look for a time to bring up the topic naturally, for example, after seeing a commercial for a casino or finding out that a friend has won or lost money gambling.

Ask questions first. Explore your child's own ideas and feelings about gambling before giving information or offering your own opinions.

Be specific when you talk about gambling and about your own values. Gambling is a topic full of contradictions for youth.

Be patient. It may take several discussions before your child understands the ideas that you want to convey.

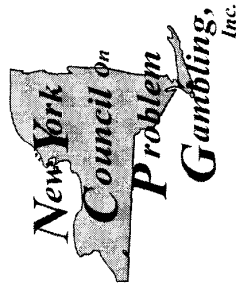
Over one-third of young New Yorkers think that a friend of theirs may have a gambling problem.

-NYCPG, 2006

24-Hour Hopeline 1-877-8HOPE-NY

The New York Council on Problem Gambling is a non-profit organization under contract with the NYS OASAS, dedicated to increasing public awareness about problem and compulsive gambling and advocating for support services and treatment for persons adversely affected by gambling.

The New York Council on Problem Gambling maintains a neutral stance on gambling, is governed by a Board of



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www.nyproblemgambling.org



Talking to Your College Student

About GAMBLING

New York Council on Problem Gambling, Inc.
www.nyproblemgambling.org

WHY IT'S IMPORTANT

"Students who were identified as problem gamblers, compared with other students, were significantly more likely to be heavy drinkers, report negative consequences of alcohol consumption, and be regular tobacco and marijuana users."

-Engvall, D., Hunter, R. and Steinber, M. (2004)

10% of 18-24 year olds in New York gambled one or more times per week in the last year

25% of male students were at moderate to high risk of developing a problem with gambling

15% have already experienced one or more negative consequences related to their gambling

THE CONSEQUENCES

Missed classes
Got poor grades
Told lies
Stole something
Got into arguments
Missed work
Felt depressed
Had money problems

(Reported by Students)



PROTECT THEM

Youth who understand that gambling has risks are less likely to develop a gambling problem.

Parents can help protect their kids by talking with them about those risks.

Parents who have never raised the topic with their youth may not realize that they are already communicating some sort of message about gambling through their own behavior:

- parents may buy lottery tickets, play bingo, or visit casinos and seem to enjoy the experience
- they may not gamble at all, either out of moral conviction or because they just aren't interested
- they may spend too much money gambling and regret it afterwards

As a parent, it is important to realize the impact your own attitudes and behavior have on your children.

Talking with your college student about gambling is a way to make sure that you are communicating exactly what you want to get across.

Know the Signs, Talk to Your Kids

Your children are probably doing what they usually do when they're with friends...hanging out, playing music, playing sports and having fun. But what are the odds that they are taking risks you never worried about?

- Have you noticed changes in your child's mood (more often than usual, that is!)?
- Has she or he been more secretive lately and/or stopped hanging out with old friends?
- Have you been missing money or thought you've been misplacing things?
- Has he or she spent an unusual amount of time watching and listening to sports or playing cards?
- Does your child have an intense reaction to the outcome of a game regardless of which team wins?

It's possible that these may be warning signs that your child could have a gambling problem or the beginning of one? Unlike other problem behaviors, there are no physical signs to detect if someone is gambling. They don't smell like a deck of cards or have dice marks on their arms.

Youth today are bombarded with images and messages that depict gambling as exciting and glamorous. This generation is overwhelmingly exposed to messages about the benefits of gambling and the belief that they can make a lot of money in a short time. It's up to you to send a balanced message about the realities of gambling and the potential consequences.

So, talk to your kids about gambling, they know more than you think! If you have questions, need more information, or need help please contact the NYS HOPEline at 1-877-8-HOPENY or visit www.nyproblemgambling.org



EXAMPLES OF PROPOSED PROBLEM GAMBLING SIGNAGE

Warning Signs of Problem Gambling

Do you ...

- Think constantly about gambling?
- Increase bets to sustain the thrill?
- Exhibit agitation when cutting back?
 - Gambling an escape?
- "Chase" losses with more gambling?
- Lie to conceal your gambling activity?
 - Finance bets through illegal acts?
- Jeopardize relationships with family and /friends?
 - Rely on others to bail you out?
- Fail in your efforts to control or stop gambling?

Call 1-877-8HOPENY for help.

**NYS HOPELine
1-877-8-HOPENY**

Speak with a trained medical professional.
Offering help and hope 24 hours a day, 7 days a week.

All calls are confidential.
Se Habla Espanol

YOU ARE NOT ALONE

Call 1-877-8-HOPENY

HOPE FOR PROBLEM GAMBLERS

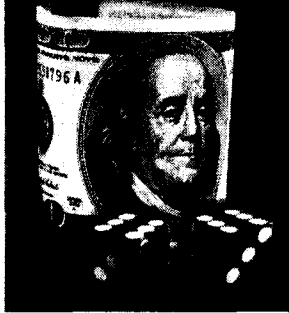
Take Charge! Find Help!

**Voluntary Self-Exclusion
Self-Management Program**

Sign up in the Resource Center

RESPONSIBLE GAMING

When it's
not a game.



1-877-8-HOPENY

Find Help for **1-877-846-7369**
Alcoholism, Drug Abuse, Problem Gambling

Exhibit X.A.3. IDENTIFICATION OF PROBLEM GAMBLING

Employee training will be fundamental to the success of the Responsible Gaming Awareness Program. The ability to properly address problem gambling issues can only be achieved through employee awareness of the Program and the protocol for dealing with patrons seeking assistance with problem gambling issues. The Applicant is committed to the training of appropriate employees.

The Casino will require all gaming floor employees, upon hire and periodically thereafter, to participate in and complete a training program in responsible gaming awareness. The training program will be designed to help these employees:

- appreciate the Casino's commitment to supporting responsible gaming;
- understand the goals of the Program;
- identify and locate problem gambling support resources (available for patrons and employees alike);
- recognize certain accepted possible indicators of problem gambling;
- understand how to make diligent efforts to prevent patrons who are visibly impaired by drugs or alcohol, or both, from gambling; and
- follow the proper protocol when a patron seeks problem gambling support.

All gaming floor employees will be responsible for participating in the training program and for understanding the Casino's responsible gaming policies.

The Program will include four separate campaigns:

- The Customer Campaign
- The Community Campaign
- The Underage Patron Campaign
- The Employee Campaign

The goal of the Customer Campaign is intended to develop awareness that problem gambling can be harmful; that the Casino does not want its guests to be harmed by problem gambling; and that assistance programs are in place to help with gambling problems. The Program addresses this goal through a pamphlet and signage initiative, as described in Exhibit X.A.2; a self-exclusion policy, which allows patrons to request complete exclusion from the Casino and its programs, as described in Exhibit X.A.4; and information about accessing services and resources, including toll-free hotlines.

The Community Campaign addresses advertising and other marketing and outreach to educate the general public about the voluntary exclusion program and problem gambling. It also promotes the establishment of collaborative links between the Casino and problem gambling agencies, awareness committees and treatment organizations.

The Underage Patron Campaign includes initiatives to prohibit underage gambling, including the creation of signs and the posting of information to raise both employee and patron awareness of underage gambling. Additional information about the Underage Patron Campaign is included in Exhibit X.A.4 of this application.

The Employee Campaign promotes responsible gaming and develops employee awareness of problem gambling support resources available for both patrons and employees. It also describes the proper protocol to follow when a patron or family member seeks support in connection with problem gambling and, through a back-of-the-house poster initiative, creates awareness of problem gambling among gaming employees and the support mechanisms available to them.

Employee training and education will expand on these points by emphasizing the Casino's commitment to responsible gaming, identifying where to locate pamphlet and signage describing the voluntary self-exclusion process, explain initiatives to prohibit underage gambling; developing awareness of problem gambling support and referral resources available for both patrons and employees; and explaining the protocol for guest conversations when a patron or family member seeks support for problem gambling, among other things. The Casino will pay for the cost of the training. A document entitled "Responsible Gaming Awareness Program" summarizing the Casino's training program is included as Exhibit X.A.3-A.

In addition, the Applicant has pledged to support and promote research-based policies and procedures on responsible gaming and to provide oversight and review, as described in the brochure entitled "Code of Conduct for Responsible Gaming," produced by the American Gaming Association, which is available at <http://www.americangaming.org/social-responsibility/responsible-gaming>, and included in Exhibit X.A.3-B of this application.

Training will occur upon hire, annually thereafter, or more frequently if circumstances warrant. The Compliance Officer will maintain documentation confirming that casino employees have completed the required training. A summary of the employee training program, including proposed training materials, is included in Exhibit X.A.3. These materials are subject to revision from time to time to take into account regulatory changes and best practice developments.

The Compliance Officer, a member of the Casino's senior management team, will be responsible for overseeing all aspects of the Program, in addition to other casino-related duties. These duties will include, among others, overseeing the implementation of responsible gaming policies, developing and overseeing the information and messaging to promote responsible gaming, coordinating employee training, evaluating the effectiveness of the Program and coordinating with local providers to facilitate assistance and treatment for those with gambling-related problems.

TAB

Exhibit X.A.3-A

**RESPONSIBLE GAMING
AWARENESS TRAINING PROGRAM**

LEARNING OBJECTIVES

Employee training is fundamental to the success of the Casino's Responsible Gaming Awareness Program. The ability to properly address problem gambling issues can only be achieved through employee awareness of the Program and the protocol for dealing with patrons seeking problem gambling support.

By the end of the training session, employees should be able to:

- Appreciate the Casino's commitment to supporting responsible gaming;
- Understand the goals of the Casino's Responsible Gaming Awareness Program;
- Identify and locate problem gambling support resources (available for patrons and employees alike);
- Recognize certain accepted possible indicators of problem gambling;
- Understand how to make diligent efforts to prevent patrons who are visibly impaired by drugs or alcohol, or both, from gambling; and
- Follow the proper protocol when a patron seeks problem gambling support.

THE COMMITMENT TO RESPONSIBLE GAMING

The Casino's Commitment

The Casino is committed to providing support and promoting awareness of gambling disorders. The Casino's mission statement in this regard is as follows:

Problem gambling is an important and well-recognized issue. The Casino's mission is to manage its affairs and conduct its activities in a manner cognizant of the need for effective programs and policies that address this issue in an enlightened and appropriate manner.

To meet the objectives set out in its mission statement, the Casino has adopted the "Responsible Gaming Awareness Program" (the "Program") to support individuals who have realized they cannot gamble responsibly. For the purposes of the Program, "Problem Gaming" is defined as:

"gambling behavior that compromises, disrupts, or damages personal, family, or vocational pursuits or otherwise creates significant adverse consequences in important areas of a person's life."

THE PROGRAM CAMPAIGNS

The Responsible Gaming Awareness Program includes four separate campaigns:

- The Customer Campaign
- The Community Campaign
- The Underage Patron Campaign
- The Employee Campaign

Pamphlets

The pamphlets include the following information:

(i) The following list of possible problem gambling indicators, as recognized by the New York State Office of Alcoholism and Substance Abuse Services:

- thinking constantly about gambling;
- increasing bets to sustain the thrill;
- expressing agitation when cutting back;
- gambling as an escape;
- “chasing” losses with more gambling;
- lying to conceal their gambling activity;
- financing bets through illegal acts;
- jeopardizing significant relationships with family and friends;
- relying on others to bail them out; and
- failing in their efforts to control or stop gambling;

(ii) Contact details of relevant gambling treatment centers

(iii) Information concerning the Casino’s Self-Exclusion Process

It is important to recognize that one sign alone does not identify someone as a problem gambler. Do not diagnose patrons - diagnosis of problem gambling can only be done by qualified professionals.

Self-Exclusion Policy

The Casino offers guests the opportunity to restrict their access to the gaming environment. The Responsible Gaming Awareness Program's Self-Exclusion policy allows patrons to request complete exclusion from the Casino and its programs indefinitely. The patron executes a Self-Exclusion Document, acknowledging the voluntary nature of self-exclusion and empowering the Casino to take all allowable measures to remove any self-excluded patrons from its premises. The Self-Exclusion Program is administered by designated Security personnel.

The Casino takes the following steps once a patron has been self-excluded:

- Removal of the patron from recognition programs
- Removal of the patron from mailing lists for direct promotional material and allowances
- Disabling the patron's Rewards Card
- Trespassing charges if patron fails to abide by the self-exclusion

Credit Policy

The Responsible Gaming Awareness Program also includes the following credit guidelines:

- No credit is extended
- No check cashing privileges

IV. The Employee Campaign

The goal of the Responsible Gaming Awareness Program's Employee

Campaign is to:

- Develop employee awareness of problem gambling support resources available for both patrons and employees;
- Ensure employees are aware of the proper protocol to be followed when a patron seeks support in connection with problem gambling; and
- Through a back of the house poster initiative create awareness of problem gambling among gaming employees and the support mechanisms available.

PROBLEM GAMBLING ASSISTANCE

Providing Assistance to Guests

The Casino utilizes the “Respect and Respond” approach with respect to assisting patrons who may have a gambling problem.

Respect - the privacy of guests and recognize that the decision to participate in gaming activities is a personal decision.

Respond - staff is trained to respond by guiding problem gamblers to local support systems in place.

A guest must approach us and request assistance in order for us to offer assistance.

If a guest asks for assistance, you must follow these steps:

- Express empathy - listen to the guest
- Treat guest with courtesy, respect, understanding and support
- Where a guest initiates a Responsible Gaming discussion, ensure that a Shift Manager (either your departmental Shift Manager or the Security Shift Manager) is contacted as soon as possible - Shift Managers may be contacted directly or through a Supervisor, as an employee’s job function permits. The Shift Manager is responsible for discussing Responsible Gaming with the guest and for escorting the guest to Security for private assistance.

Patrons seeking self-exclusion or information about the Self-Exclusion Program must be referred to a Security Officer.

Be aware of referral resources and phone numbers and provide them discretely to a guest, if requested

**1-877-8HOPENY (1-877-846-7369)
24-hour, 7 day a week HOPELine**

This number is included on Responsible Gaming Program Pamphlets and Posters.

Be aware of where referral resources are located in the Casino and direct guests to them, if requested,

But do not:

- Disclose information regarding a guest to a family member or friend
- Assume that a guest has a gambling problem
- Leave a guest unattended
- Initiate the topic of responsible gaming or the Self-Exclusion Program with a guest

**Posters and/or pamphlets are located:
near the elevators and restrooms in the casino;
at the Rewards Club desk;
in the credit office;
in the VIP Lounge; and
in the Responsible Gaming Awareness Center.**

Providing Assistance to Family Members

In limited instances employees may be approached by friends or family members of a guest seeking assistance for the guest including information on the Self-Exclusion Program. While these situations will be reviewed on a case by case basis the same referral protocol as set out above for guests should be followed for these individuals.

Assistance for Employees

Often individuals at risk for problem gambling seek gaming industry employment. The Responsible Gaming Awareness Program also provides an awareness program for employees with gambling problems including the following employee support mechanisms:

- Employee Assistance Program
- Back of the House Poster initiative
- Responsible Gaming Awareness Program Pamphlets
- Treatment may be covered under the Casino's medical benefits program



Pledge to Our Employees

- ▶ AGA members will educate new employees on responsible gaming.
- ▶ AGA casino companies will train gaming floor employees on responsible gaming and provide periodic refresher training.
- ▶ AGA members will implement communications programs for employees to improve their understanding of responsible gaming and related policies and procedures.
- ▶ AGA members will provide information to new and existing employees about responsible gaming, the member company's policies and practices related to responsible gaming, and where to find assistance.
- ▶ AGA members will post responsible gaming awareness information, including a toll-free help-line number, at various locations where employees congregate.

References in this Code to providing certain "information" to employees and customers mean that AGA members will use those means of communication appropriate for each message, which may include any or all of a range of traditional and social media such as written brochures, posters, website postings or direct electronic messages.

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Pledge to the Public

...To Support and Promote Research-Based Policies on Responsible Gaming

- ▶ AGA members will continue to provide funding for the National Center for Responsible Gaming, which is the leading source of science-based research and information on gambling and health.
- ▶ AGA members will use this research to identify the best practices for casinos to follow to promote responsible gaming.
- ▶ AGA members will continue to develop a dialogue surrounding scientific research on gambling and health to communicate to and educate patrons, employees and policy-makers.

...To Provide Oversight and Review

- ▶ Each AGA member company will implement the Code and conduct annual reviews of its compliance with this Code.

All aspects of AGA's Code of Conduct are subject to local, state and federal laws.



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The American Gaming Association

Code of Conduct for Responsible Gaming

The American Gaming Association (AGA) and its members pledge to our employees, our patrons, and the community to make responsible gaming an integral part of our daily operations across the United States.

This pledge includes employee assistance and training, alcohol service, the provision of casino games, and casino gambling advertising and marketing. This Code also covers the commitment of our members to continue support for research initiatives and public awareness surrounding responsible gaming and underage gambling. The following Code of Conduct details how we fulfill this pledge.



Pledge to Our Patrons

... To Promote Responsible Gaming

- ▶ AGA members will make information available promoting responsible gaming and where to find assistance, including a toll-free help line number. This information will be available and visible on casino floors and at cash access devices.
 - ▶ AGA members will make available on their gaming-related Web sites information describing responsible gaming, their policies and practices related to responsible gaming and where to find assistance.
 - ▶ AGA members, where permitted by law, will make available to patrons and employees information generally explaining the probabilities of winning or losing at the various gambling games offered by the casino.
 - ▶ Each AGA casino company will have a policy in effect for all of its casino properties providing opportunities for patrons to request in writing the revocation of their privileges for specific services such as:
 - Casino-issued markers
 - Player club/card privileges
 - On-site check-cashing
 - Complimentaries
 - Gambling promotions
- In addition, each AGA casino company shall make reasonable efforts on a facility-by-facility basis to honor a written request from any person that it not knowingly grant that person access to gambling activities.
- ▶ AGA casino companies reserve the right to exclude a patron from gambling, without a request from the patron.

... To Prevent Underage Gambling and Unattended Minors in Casinos

- ▶ AGA casino companies will make diligent efforts to prevent underage individuals from participating in any gambling at casinos, loitering in the gaming area of a casino or from gaining access to mobile or in-room gambling opportunities.
- ▶ AGA casino companies will communicate the legal age to gamble through messaging, as appropriate, in their properties, on their casinos' online platforms and in gambling promotions.
- ▶ Employees working in relevant areas will receive training in procedures for dealing with unattended children, underage gambling, and the purchase and consumption of alcohol and tobacco by minors.
- ▶ If a child appears to be unsupervised or in violation of local curfews and other laws, security or appropriate personnel will be contacted and reasonable steps will be taken to locate the parent or responsible adult on property or by telephone.

... To Serve Alcoholic Beverages Responsibly

- ▶ AGA casino companies will observe a responsible beverage service policy including the following elements:
 - Casinos will not knowingly serve alcoholic beverages to a minor.
 - Casinos will not knowingly serve alcoholic beverages to a visibly intoxicated patron.
 - Casinos will make a diligent effort not to permit casino gambling by a visibly intoxicated patron.
- ▶ AGA casino companies will train appropriate casino employees in the company's responsible alcoholic beverage service policy, and will provide periodic refresher training to those employees.

... To Advertise Responsibly

- This Code applies to the advertising and marketing of casino gambling by AGA member companies. It does not pertain to advertising and marketing that is primarily of hotels, restaurants and entertainment that are often associated with or operated or promoted by casinos. For the purposes of this code, advertising and marketing includes, among other media, radio and television ads print, direct mail, social media, billboards and Internet promotions.
- ▶ Casino gambling advertising and marketing will:
 - Contain a responsible gaming message and/or a toll-free help line number where practical.
 - Reflect generally accepted contemporary standards of good taste.
 - Strictly comply with all state and federal standards to make no false or misleading claims.
 - ▶ Casino gambling advertising and marketing will not:
 - Contain images, symbols, celebrity/entertainer endorsements and/or language designed to appeal specifically to children and minors.
 - Feature anyone who is or appears to be below the legal age to participate in gambling activity.
 - Contain claims or representations that gambling activity will guarantee an individual's social, financial or personal success.
 - Be placed before any audience where most of the audience is ordinarily expected to be below the legal age to participate in gambling activity.
 - Imply or suggest any illegal activity of any kind.

TAB

Exhibit X.A.4. SELF-EXCLUSION POLICIES

While the majority of people view gaming as simply another form of entertainment, there has always been a small portion of the population who difficulty exercising self-control. The Casino will address this issue through its Responsible Gaming Awareness Program.

The voluntary self-exclusion process will allow patrons and employees who may have a gambling problem the opportunity to exclude themselves voluntarily from gaming activities and restrict their access to the gaming environment. Any person may request placement on the list of self-excluded persons by acknowledging the voluntary nature of self-exclusion, agreeing that, during any period of voluntary exclusion, the person may not collect any winnings or recover any losses resulting from any gaming activity at the casino, and empowering the casino to take all allowable measures to remove the self-excluded patron from the premises. The enrollee must complete the form of his or her own free will and not be under the influence of alcohol, controlled substances or prescription medications. The enrollee may seek exclusion for one year, five years, or a longer period. A photograph will be taken at the time the person requests voluntary exclusion.

Upon enrollment in the self-exclusion program, the casino will remove the self-excluded person from targeted mailings and other forms of advertising and promotions and deny self-excluded persons access to credit, complimentaries, check cashing privileges, club programs and similar benefits. The individual may not enter the casino floor, cash checks, obtain casino credit, use credit cards, receive complimentary items or services, or participate in rewards card or other gaming incentive programs or rewards or marketing programs. The Casino will remove self-excluded patrons who request that they be prohibited from entering facilities. Enrollees are not entitled to claim any winnings from the casino. The Casino will institute verification procedures so as not to allow self-excluded persons to collect any winnings or recover any losses arising as a result of any prohibited gaming activity. Designated Security personnel, under the oversight of the

Compliance Officer, administer the self-exclusion program. The list of excluded persons will be confidential. These processes are subject to change upon the issuance of regulations establishing procedures for placements on and removals from the list of self-excluded persons.

The Casino will notify individuals about the availability of the self-exclusion process through written materials, signage, other messaging media and, where warranted, through individual guest conversations. Individual patrons have responsibility for their own gaming activities. This includes personal awareness, understanding the warning signs of problem gambling and seeking help and support, when necessary, participating in voluntary exclusion programs or other available treatment programs and services. It is the responsibility of the individual participating in the voluntary exclusion program to avoid the gaming areas at the casino.

A person may request removal from the program at the end of the specified time period. A Request for Removal form must be completed in person, witnessed by a staff member. Upon confirmation of the request (which involves validation of the information in the request), the casino will remove the person from the program.

In addition to the restrictions and limitations described above, the Casino will make available to interested persons information on treatment services available to problem gamblers and their families. This may include, but not be limited to, HOPEline contact information and a list of community, public and private treatment services, Gamblers Anonymous and Debtors Anonymous programs and similar treatment or addiction therapy programs designed to prevent, treat, or monitor problem gamblers and to counsel family members, including the following:

Gamblers Anonymous

www.gamblersanonymous.org

Debtors Anonymous

<http://www.debtorsanonymous.org/>

In addition, as part of its Underage Patron Campaign (referenced in Exhibit X.A.3), the Casino will make diligent efforts to prevent underage individuals from participating in any gambling at casinos, loitering in the gaming area of a casino or from gaining access to mobile or in-room gambling opportunities. The Casino will communicate the legal age to gamble through messaging, as appropriate, in the casino, on the casino's online platforms and in gambling promotions. Employees working in relevant areas will receive training in procedures for dealing with unattended children, underage gambling, and the purchase and consumption of alcohol and tobacco by minors. If a child appears to be unsupervised or in violation of local curfews and other laws, security or appropriate personnel will be contacted and reasonable steps will be taken to locate the parent or responsible adult on property or by telephone.

The Casino's advertising materials will not depict any person under the age of 21 years engaging in casino gaming or related activities. Additionally, the Casino's gaming advertising and marketing will not:

- contain images, symbols, celebrity/entertainer endorsements and/or language designed to appeal specifically to children and minors;
- feature anyone who is or appears to be below the legal age to participate in gambling activity;
- contain claims or representations that gambling activity will guarantee an individual's social, financial or personal success;
- be placed before an audience where most of the audience is ordinarily expected to be below the legal age to participate in gambling activity; or

- Imply or suggest any illegal activity of any kind.

The Casino will establish a limited number of access points to the gaming floor and post security guards at the access points and throughout the gaming area. Security guards will request identification from anyone who appears to be underage. In addition, the Casino will maintain surveillance cameras throughout the facility. Casino personnel, with familiarity with and access to the photos of excluded patrons, and will monitor the video input to confirm that excluded patrons are not present on the gaming floor. Casino personnel will escort excluded and underage individuals from the gaming floor. Additionally, the Compliance Officer will work with security, surveillance, and casino operations to develop and conduct a comprehensive training and observation program to detect and prevent underage gambling.

This Applicant is committed to meeting all applicable provisions focusing on prevention, treatment and support services addressing responsible gaming and problem gambling. To that end, it has collaborated with gambling prevention and treatment experts to develop, review and submit its Problem Gambling Plan.

TAB

Exhibit X.A.5. TREATMENT AND PREVENTION

Topics relating to problem gambling may include:

- Responsible Gaming Policies, including the establishment of policies and practices on problem gambling and underage gambling reflecting relevant statutory and regulatory requirements and current guidelines pertaining to responsible gaming and problem gambling;

- Problem Gambling Programs, including:

- i. Self-Exclusion programs to allow patrons to remove themselves voluntarily from gaming activities and to have their privileges, including credit, check cashing, and play privileges, denied upon request.

- ii. Referral Resources, to assist patrons who may have a gambling problem to access counselling and other supports;

- iii. Underage Gambling Prevention, including collaboration on strategies, described below in this Exhibit X.A.5 to discourage underage gambling; to encourage parents not to leave children unattended on the gaming floor; and to reinforce the importance of carding individuals who appear to be underage and methods to detect potentially invalid identification.

- Responsible Gaming Awareness Program, to facilitate access to information, counseling and supports, such as:

- iv. Information resources, including information about how gambling works, gambling safeguards, risk factors and assistance available to help patrons to make informed decisions;

- v. Contact information, including the New York

State Office of Alcoholism and Substance Abuse Services (“OASAS”) toll free number at 1-877-8-HOPENY and website links to OASAS, New York Council on Problem Gambling, Gamblers Anonymous and similar agencies and organizations; and

- vi. Referral Resources, which may include:
 - assistance in developing, maintaining and disseminating lists of treatment programs, including outpatient, inpatient and residential treatment facilities; and
 - information about organizations providing resources for individuals and families dealing with, or who want to learn more about, gambling problems.
 - Information and Messaging to promote responsible gaming signage so that:
- vii. Employees know where to refer patrons requesting assistance;
- viii. Patrons have access to up-to-date information about the Company’s
 - Responsible Gaming Policies;
 - Problem Gambling Programs, including self-exclusion programs, underage gambling prevention, and referral resources, and
 - Responsible Gaming Awareness Program, to make available information and assistance with issues relating to problem gambling; and
- ix. The Company’s signage and marketing materials

align with its Responsible Gaming Policies.

a. Employee Education and Training, including the development of programs to train employees about the importance of responsible gaming and the Company's policies and procedures on problem gambling;

b. Evaluation and Review. The parties will meet periodically as needed to evaluate and review issues arising in relation to problem gambling, including but not limited to:

i. the development of metrics to measure the effectiveness of its processes to address problem gambling;

ii. the periodic review of academic literature and problem gambling programs in effect in other gaming locations for information about evolving practices and potential program enhancements.

TAB

Exhibit X.A.6. HISTORICAL EFFORTS AGAINST PROBLEM GAMBLING

The Applicant has implemented several different processes to address problem gambling at the other facilities it owns or operates. These include multi-pronged approaches to increase customer and employee awareness of problem gambling issues and the various agencies that are qualified to provide intervention. This is achieved through such educational materials as posters and brochures that highlight problem gambling as well as agencies, known for their expertise in crisis intervention, counseling and treatment. The processes in effect at other facilities include some or all of the following:

- the use of pamphlets and signage, available at prominent locations, such as the entrances to the casino, the casino cage, the poker room cage, the players clubs, and similarly visible locations, to dispel the myth about “beating the odds,” explaining the procedures to follow for self-exclusions, including where to get forms and instructions;
- the prominent display of the toll-free numbers of anonymous and confidential help lines provide listening, support, information and referral.
- the implementation of self-exclusion programs;
- the development of identity verification procedures so as not to allow self-excluded persons to collect any winnings or recover any losses arising as a result of any prohibited gaming activity
- the inclusion, in employee orientation program, of an introduction to problem and compulsive gambling issues;
- annual training sessions on problem and compulsive gambling for gaming employees, with employees working in slots, table games, cage, security, surveillance, hosts and players clubs receiv-

ing training that explains problem gambling and procedures for requests by patrons regarding self-exclusions and identifies problem-gambling systems;

- the designation of the Compliance Officer as designated person to be contacted by for purposes of self-exclusion procedures.

There is very little published research on the effectiveness of responsible gaming programs. As described above, the focus of the employee education and training program is to address responsible gaming, the symptoms of problem gambling, and the procedures regarding self-exclusions. Employee post-training test scores demonstrate a high degree of proficiency in the material presented, with most employees scoring 90% or above. This reflects that the Applicant's responsible gaming training program is effective in conveying this information and significantly increases employees' responsible gaming knowledge.

b. WORKFORCE DEVELOPMENT

TAB

Exhibit X.B.1. HUMAN RESOURCE PRACTICES

The Manager along with the experience and assistance of the Applicant Owner will collaborate to develop a comprehensive approach to recruitment, hiring and training for the initial workforce. In addition as part of our Human Resource function a continuing program for training and growth of the employee skill set.

Pre Opening

Included in the Pre- Opening budget for the facility will be an allocation that begins the recruitment and staffing of the facility.

Manager will establish a staffing plan that will identify by department and position the staffing levels for each functional/department. In addition the plan will identify the time in which the recruitment begins, interview and hiring practice and then the specific area of training required for the applicant work assignment.

In this Pre-Opening period the Applicant/Manager will establish a human resource team, establish a local presence in the region from which it can conduct its hiring operations.

The team will consult with area/regional resource centers for the underemployed to understand the skill sets and area's of expertise and capability that are in the area.

The team will establish a protocol for applicants to see what positions will be needed and the requirements of the position.

During this time the Team will do an assessment of the local area to determine the fair wage ranges for positions required to be filled. In operations of this type we find that a substantial portion of the required workforce does not have to have “gaming “experience.

We will access the regions capability to provide hospitality and service related applicants and from the determination more fully develop an approach to achieve the required staffing levels and the positional needs.

As we more fully develop the operational vision for the facility we will determine what are feasible/practical programs to implement for employee assistance. Areas to be considered are; educational reimbursement, job training, leadership course, gaming and hospitality related training and industry knowledge.

The majority of positions offered carry a benefits package as part of their employment. In previous locations a part of the employee benefit program provided for assistance programs in the area of substance abuse and problem/compulsive behaviors. The full benefits program is yet to be developed.

An Affirmative Action program will be established and maintained in full compliance as required by Federal and State requirements.

In areas that we previously established first work forces for a new facility we had great success in recruiting from the local area by using the normal and customary means of announcement. Local media, both print and TV/ Radio. Notifications and ads placed in local and regional newspapers, libraries, and support centers. In addition we had good success hosting job fairs where we hosted our own facility specific job fair and staffed and organized the event such that it maximized the exposure to the opportunity.

We are open to working with local community organizations and agencies to facilitate the application for those coming from areas or demographics with high unemployment.

Some jobs require specific skill set while many are of general workforce abilities. The job posting will identify the requirements for each position.

Specific industry jobs, dealers, can be trained in that expertise. It is yet to be determined if that would be in house training or through an entity established for this purpose.

It is in the best interest of the facility to hire it's workforce from the local area and that would be our emphasis for the majority of positions. Specialty skills/position, while limited may be sourced from established gaming industry employment groups.

A web site for the facility will be established very early in the process so that we can communicate to the community all aspects of the project and of course the employment needs, application, and contact information.

Post Opening

As the Human Resource Department develops its program and policies it is always an objective to provide a career path for employees. The employee will be able to see what other opportunities within the organization are available and identify the position they want to seek. The employee will have ready access to what increased skill sets are required to attain the next level.

It is the responsibility of the Manager, Human Resources and the employee

to periodically review the individual's performance and their potential for advancement. In other properties we instituted successful mentoring programs which identified candidates early for advancement and created a program specific to that individual's skills and goals.

The Human Resource function as well as all Employee benefit programs is funded as an Operating expense of the enterprise.

Most Recent efforts;

Full House Resorts was the Developer/Manager for a Native American casino property in Battle Creek, Mi. The facility opened in August 2009.

The facility was approximately 250,000. Sq ft, included 2600+ Class III gaming devices, 90 tables, poker, fine dining, buffet, two lounges/bars and a two snack and grab and go outlets. Included was a 2100 space parking garage.

The facility needed to recruit, hire and train an opening day workforce of 1200+ team members. This included all levels from Sr Casino staff, gaming floor, food and beverage, accounting, marketing, facilities, property operations.

Battle Creek and the state of Michigan were experiencing a high level of unemployment at the time and the loss of a skilled work force. We successfully completed our task of filling all positions and opening the facility ahead of schedule. We employed the methods and tactics identified above.

TAB

Exhibit X.B.2. AFFIRMATIVE ACTION PLAN

Howe Caverns Resort and Casino and Full House Resorts are committed to constructing and operating the resort casino property in full support and furtherance of the objectives of the State of New York, as outlined in Article 15-A of the Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts). Specifically, we will attempt to achieve the results with regard to procurement goals enumerated in section 313 of Article 15-A and we shall use our best efforts to ensure that certified minority and women-owned businesses shall be given the opportunity for maximum feasible participation in the performance of the contracts and procurement opportunities created through the Project.

Specifically, we will endeavor to conduct our contracting and procurement by ensuring that:

Each contract solicitation sets forth the expected degree of minority and women-owned business enterprise participation, based on the potential subcontract opportunities available in the prime procurement contract and the availability of certified minority and women-owned business enterprises to respond competitively to the potential subcontract opportunities; The construction manager and facility manager will maintain and utilize a current list of certified minority business enterprises;

Contractors make a good faith effort to solicit active participation by enterprises identified in the directory of certified businesses provided by the Division of Minority and Women Owned Business Development; and Subcontractors include provisions in their solicitations designed to achieve the participation goals outlined by the Division.

We will ensure the effectiveness of our MWBE programs by monitoring whether:

- Contractors are advertising participation opportunities in general circulation media, trade association publications, and minority-focus and women-focus media;
- Whether certified women and minority and minority owned businesses that appear in the directory of certified businesses are actively being solicited by the contractor;
- Whether certified women and minority and minority owned businesses that have been solicited by the contractor are responding with indications of interest and attending pre-bid conferences;
- Whether certified women and minority and minority owned businesses that have been solicited by the contractor are responding with timely and competitive bid quotations; and
- Whether the contractor is taking reasonable steps to structure the amount of work to be performed by subcontractors in order to increase the likelihood of participation by certified businesses.

Moreover, Full House Resorts is an equal employment opportunity and non-discrimination employer. Below is an example of an equal employment opportunity policy from one of our casino properties in Nevada:

Equal Employment Opportunity and Non-Discrimination

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Stockman's Casino and Full House Resorts, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, gender, pregnancy, national origin, sex, sexual orientation, ancestry, age, religion, disability or any other protected characteristic as established by law. We believe that Equal Employment Opportunity principles are consistent with good management practices.

Stockman's Casino applies the principles of Equal Employment Opportunity to all policies and procedures relating to recruitment and hiring, com-

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pensation, benefits, training, evaluations, employment separations and all other terms and conditions of employment. It is the practice of Stockman's Casino to treat all employees equally with respect to all terms, conditions and privileges of employment.

It is the intention of this Company to maintain a working environment free of discrimination of any kind, including sexual and racial harassment.

All employees are expected to conduct themselves in such a manner as to maintain an environment of non-discrimination and to respect and preserve the individual rights and dignity of every Stockman's Casino employee and visitor.

Employees are to report complaints of discrimination through the process described in the Open Door Policy. Questions or concerns should be referred to the Human Resources Department.

Exhibit X.B.3. JOB OPPORTUNITIES AND TRAINING FOR UNEMPLOYED

We have offered to establish up to \$1 million in seed funding for Casino Management and related programs – establishing such a program at SUNY Cobleskill, for example, and furthering the program at Schenectady County Community Programs. Similarly, these funds could be applied to expand other SUNY Cobleskill programs including Food and Beverage Management and Hospitality Management cooperative degrees with Paul Smith's College. We have also proposed to lead the region with up to a 2.5% surcharge on Hotel Rooms to support these initiatives on an ongoing basis.

We would embrace the policy of mandating a certain level of minority admittance into these programs as long as we were in compliance with any existing policies in the New York Higher Education system, and other governing law.

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Exhibit X.B.4. EXPERIENCE WITH HIRING UNEMPLOYED

FHR opened an extensive tribal gaming location in Battle Creek, Michigan in 2009 with extensive lodging and amenities. This was during a time of exceedingly high unemployment across the State as Michigan was hit extremely hard during the Great Recession. Many in the potential work force needed extensive re-training in order to fulfill a 1,200 person strong labor roll. We established a human resource team specifically to interact with outlets in the local area including tapping pools of unemployed and underemployed with resources to identify skill sets and capabilities. In the end, we were able to open ahead of schedule, fully staffed, and had already trained and continue to train local human resources to fulfill our needs and their own career objectives.

At all of Gateway's casino portfolio properties, it has been policy for some time to give priority to underemployed and unemployed candidates that can be re-trained. As long as an applicant can pass a standard background check and drug test, then the Company has been willing to pay for any needed retraining and ongoing education.

Both the ownership and operator-manager have deployed the fullest Equal Opportunity Employment policies to their gaming and other initiatives.

Both also have experience working with local government organizations and programs that are similar to "One-Stop" to fulfill the above goals, and embrace the opportunity to more efficiently access the pool of talent.

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Exhibit X.B.5. ORGANIZED LABOR CONTRACTS

PROJECT LABOR
AGREEMENT FOR
CONSTRUCTION OF THE
Howe Caverns Resort and
Casino LLC
Howes Cave New York
Attachment A

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ARTICLE 1 – PREAMBLE

This Agreement is entered into this ____ of _____, 201 4 by and between _____ and the Local Unions affiliated with the Greater Capital Region Building and Construction Trades Council, AFL-CIO (herein after "Unions").

WHEREAS, the Construction Manager(s) desires to provide for the sufficient, safe, quality and timely completion of the **Howe Cavern Resort and Casino** (the Project) in a manner designed to afford the best work at the lowest reasonable cost to the Owner (as hereinafter defined) :

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including:

1. Standardizing the terms and conditions governing the employment of labor on the Project;
2. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might not provide the same.
3. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction; (prior to project start and during)
4. Ensuring a reliable source of skilled and experienced labor;
5. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women and the economically disadvantaged in the construction industry;
6. Avoiding the costly delays of potential strikes, slowdowns, walkouts, lockouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
7. Expediting the construction process and otherwise maximizing the public safety and minimizing inconvenience caused by ongoing construction; and
8. Improving project cost efficiencies by incorporating state of the art processes and avoiding duplication of labor activities (stacking) or any non-productive labor (standby) requirements.

WHEREAS, the parties subject to the terms of this Agreement desire the stability, security and work opportunities afforded by a Project Labor Agreement;

ARTICLE 2
PARTIES COVERED BY THIS AGREEMENT AND GENERAL CONDITIONS

Section 1. Parties by this Agreement

The parties covered by and subject to the terms of this Agreement are:

- a. The Greater Capital Region Building and Construction Trades Council, AFL-CIO together with its affiliated Local Union members identified in the Collective Bargaining Agreements attached hereto and made a part hereof (Schedule A).
- b. All Contractors, regardless of tier who are awarded contracts pursuant to the bidding procedures applicable to this Project.
- c. The Construction Manager _____
- d. Howes Cavern resort and Casino LLC

Section 2. Certain Definitions

- a. Throughout this Agreement, the Greater Capital Region Building and Construction Trades Council, AFL-CIO (“GCRBCTC”) and its affiliated Local Union members are sometimes referred to singularly and collectively as "Union(s)".
- b. "Collective Bargaining Agreements", herein sometimes referred to as “CBA’s”, means those local union agreements identified in Schedule A attached hereto:
- c. "Contractor(s)" means contractor(s) who have been awarded contracts for this Project and subcontractors of any tier engaged by Contractor(s) for on-site Project construction work within scope of work.
- d. “Construction Manager” means TBA
- e. “Owner” means collectively and individually, Howes Cavern Resort and Casino, LLC

Section 3. Supremacy Clause

This Agreement, together with the Collective Bargaining Agreements (Schedule A) represents the complete understanding of all parties covered by this Agreement and supersedes any national, local or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by provisions set forth in the Collective Bargaining Agreements the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor.

Section 4. Liability

The liability of any Contractor and/or any Union under this Agreement shall be several and not joint. The Owner, Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor.

Section 5. Bid Specifications

a. The bid specifications or the Construction Manager's Instruction to Bidders and Bid Package of the Project will require that all successful bidders and their subcontractors of whatever tier are bound by this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner and Construction Manager in determining which bidder(s) shall be awarded contracts for the Project. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the Project, in whole or part. It is also understood that this is a self-contained, standalone Agreement and that by virtue of having become bound to the Project Agreement, neither the Construction Manager nor the Contractor(s) will be obligated to sign any other local, area or national agreement.

b. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

c. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

d. The Owner and/or the Construction Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without the reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement: provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

e. It is agreed that the Construction Manager shall require all Contractors of whatever tier have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement through a provision in its subcontract prior to commencing work. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 8, 10, and 11 of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Construction Manager nor the Contractors will be obligated to sign any other local, area, or national agreement.

ARTICLE 3 – SCOPE OF THIS AGREEMENT

This Agreement shall be as defined and limited by the following sections of this Article 3.

Section 1. The Work

This Agreement applies to all on-site construction of the building, Fit-up of tenant space, Site Environmental and Site Infrastructure Improvements performed on the Project during the term hereof. Specifically the Howe's Cavern Resort and Casino in Howe's Cave, NY

Section 2. Term

This Agreement commences on _____, 2014. This Agreement will be periodically reviewed and will expire Thirty (30) days after construction work described herein has been completed.

Section 3. Excluded Persons

The following persons are not subject to the provisions of the Agreement:

a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers, inspectors and testers, quality control/ assurance personnel (including Data Center Certification 3rd Party and 3rd Party Inspectors), equipment manufacturers, factory technicians, I & C programmers and technicians, surveyors, timekeepers, mail carriers, clerks, office workers, suppliers, messengers, security guards, non-manual employees, and all professional, engineering, administrative, salaried and management persons.

b. Employees or Contractors or, Owner;

- c. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union.
- d. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site,
- e. Employees of the Construction Manager, Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A.
- f. Employees of equipment suppliers performing or assisting in on-site equipment installation or warranty work will work with the respective craft having jurisdiction over such work. The craft must have a certified or qualified (trained) person to assist in the work.
- g. Employees engaged in geophysical testing (whether land or water) other than boring for core Samples;
- h. Employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Construction Manager or any other professional consultants, are covered by this Agreement). "Project property surveying and benchmarks shall be provided by the civil engineer or others hired by the owner or A/E. All surveys and layout from the benchmarks provided by others shall be performed by the respective trade in accordance with their collective bargaining agreements."
- i. Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies for deliveries and pick-ups at the Project site (teamsters shall not be required to drive such vehicles) except in the case of deliveries of dirt, stone or concrete or other aggregates, which teamsters shall drive to the Project site.
- j. Employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.
- k. All on-site construction debris or waste materials generated by any contractor or subcontractor shall be removed by laborers. Construction Manager in its sole discretion may employ laborers in a sufficient quantity to remove construction debris or waste materials, as well as general site clean-up. Notwithstanding this provision each contractor or subcontractor is responsible for clearing their immediate work area of debris and materials generated by the particular trade.

Section 4.MBE/WBE

The Owner, Construction Manager and Unions recognize the need to promote opportunities for local MBE and WBE contractors and sub-contractors and will strive to achieve an overall project goal of 20% MWBE participation. The parties will confer through Labor/Management sub-committee to develop a qualified list of MWBE contractors.

ARTICLE 4 – REFERRAL AND EMPLOYMENT

Section 1. Referral

- a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems established in the Local Unions' area Collective Bargaining Agreement. Referrals shall meet job qualifications set forth in the respective Local Union's collective bargaining agreement
- b. The Local Unions shall exert their utmost efforts to recruit and train sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement supports the development of increased numbers of skilled construction workers from the residents of the Capital Region and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally.
- c. Contractors shall contact and meet with representatives of the signatory unions at the Albany Labor Temple 890 Third street Albany NY 12206 or such other location mutually agreed to with the unions *prior to commencing work* for the purpose of a Mark-Up meeting, failure to do so may result in a stop work order.

Section 2. Non-Discrimination in Referrals

The local Unions represent that their hiring halls and/or referral systems will be operated in a nondiscriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated

against by any referral system or hiring hall because of the applicant's union membership or lack thereof.

Section 3. Union Dues/Fringe Benefits

All employees covered by this Agreement shall be subject to the Union security provisions contained in the applicable Collective Bargaining Agreement as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, which represents the craft in which the employee is performing Project work. The Construction Manager, in order to ensure the full and timely remittance of all union dues and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship (hereinafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable Collective Bargaining Agreements between the Local Unions and Contractors which have contracted to perform work on the Project, agrees that it will, upon notification of not more than fifteen (15) days from the date of a default from any affiliated Local Union that a Contractor has become delinquent in the payment of Fund contributions due in connection with the work on the Project to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from the Project and all such funds be paid via a joint check to the complaining Local Union to be applied against the amount owed by the defaulting Contractor.

a. The Construction Manager shall allow the Contractor a period of ten (10) working days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, The Construction Manager will use its best efforts to act as initial arbiter and take action it then deems appropriate.

b. No monies shall be paid to the delinquent Contractor who may request arbitration of the dispute in accordance with this Article 3. In the event such a letter is not delivered to the Construction Manager within ten (10) working days from the date of notification to the defaulting Contractor, the Construction Manager shall immediately cause to have paid over to the Fund Administrator of the complaining Local Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by Construction Manager for the Project. c. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union can elect to refuse to perform services for a delinquent Employer any time after a Benefit Fund delinquency exceeds thirty (30) days, on five (5) days written notice to the President of the Building Trades Council and the Construction Manager. The provisions of Section 3 shall remain in full force and effect with work to all other Local Union members working on the Project. If a Contractor fails to contribute to a Local Union's Benefit Funds because of the Contractor's inability to collect payment from

the Owner and/or Construction Manager for work performed on the Project, the Construction Manager agrees that the Contractor will not be removed from the job for non-performance which results from a Local Union's members refusing to perform services as set forth in this Section.

Section 4. Craft Forepersons and General Forepersons

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Collective Bargaining Agreement. All forepersons shall take orders exclusively from the designated contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

SECTION 5. Labor Management or Promotion Fund

The GCRBCTC will establish a Labor Management Fund or Promotion Fund which shall become part of this Agreement; the purpose of which is to assist the GCRBCTC in engaging in activities that will promote and support the Project Site. The activities may include, but may not be limited to, educational material for the workers or the community; promotional rewards for safety or safety related items for the workforce; training and educational seminars; drug testing and costs associated for trade representation as it pertains to the Project Site. The trades will work with representatives of the Owner to identify other acceptable uses for the Labor Management or Promotion Fund. The contribution of two cent (.02) per hour for each employee will become effective on the effective date of this agreement and continue in force for the duration of this agreement. The contribution will be collected by the individual trades fund(s) via the benefits remittance form and paid, in full, to the GCRBCTC. The contribution may not be increased except by mutual consent.

ARTICLE 5 – UNION REPRESENTATION

Section 1. Local Union Representative

Each Local Union designate shall be afforded full access to the Project at reasonable times; provided such access does not interfere with the work being done at the Project.

Section 2. Stewards

a. Each Local Union may have the right to designate a working journey person as a steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and

alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions.

b. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Collective Bargaining agreement provision providing procedures for the equitable distribution of overtime.

Section 3. Layoff of a Steward

Contractors agree to notify the appropriate Local Union twenty four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

Section 4. Workforce Diversity Utilization

The Unions and the Owner recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to achieve that Seven (7%) Percent of all referrals will consist of minorities and women. The percentages goals are based upon hours worked, by craft. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in desired affirmative action goals as set forth in the bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

ARTICLE 6 - UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore not more than fifty (50%) by dollar value of off-site assemblies or fabrications may be provided by non-union workers or non-signatory

companies. The trades agree to install any off-site assemblies or fabricated items regardless of union or non-union labor provided the quantity does not exceed the percentage set forth. This article does not refer to construction material normally purchased pre-assembled or manufactured, it references work normally and historically done on-site or in local union fabrication shops

ARTICLE 7 – MANAGEMENT’S RIGHTS

Section 1. Reservation of Rights

Except as expressly limited by a specific provisions of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force; including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, or the discipline or discharge for a just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules, and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employees Labor Union affiliation, if any. No rules, customs, or practices as determined by the contractor which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed.

Section 2. Materials, Methods & Equipment

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre- finished or pre-assembled materials, tools or other labor-saving devises. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed at the Project site, with the exception of pre-tied or welded reinforcing steel.

ARTICLE 8 – WORK STOPPAGE AND LOCKOUTS

Section 1. No Strikes, No Lock Out

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdown, hand billing, demonstrations or other disruptive activity at the Project site for any reason by any Local Union or Employee against any Contractor or Employer while performing work at the Project site.

There shall be no other Local Union or concerted Employee activity which disrupts or interferes with the operation of the Project. Failure of any Local Union or employee to cross any picket line established by any union signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article 8.

There shall be no lockout at the Project by Owner or any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1.

Section 2. Discharge for Violation

A Contractor may discharge any Employee violating Section I above and any such Employee will not be eligible thereafter for referral under this Agreement for sixty days.

Section 3. Notification

If a Contractor contends that any party covered by this Agreement has violated this Article 8, it will notify the Construction Manager and/or the Local Union involved advising of such fact with copy to the Building and Construction Trades Department (BCTC) and to the Local Union. The BCTC shall instruct order or otherwise use its best efforts to cause the Employees, Contractors and/or the Local Unions to immediately cease and desist from any violation of this Article 8. The BCTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 4. Expedited Arbitration

Any party alleging a violation of Section 1 of this Article 8 may utilize the expedited procedure set forth below (in lieu of, in addition to, any actions at law or equity).

- a. A party invoking this procedure shall notify Len Kershaw, Jeffrey M. Selchick and Tom Hines, who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator, the Contractor the Construction Manager and if a Local Union is alleged to be in violation, then to the BCTC.
- b. The Arbitrator shall thereupon, after notice to all parties covered as to time and place, hold a hearing within Forty Eight (48) hours of receipt of the notice invoking the procedures if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty four (24) hours after the notice to the BCTC required by Section 3, above.

- c. All notices pursuant to this Article 8, may be by telephone, telegraph, email, hand delivery or fax, confirmed by overnight delivery, to the parties involved. The hearing may be held on any day including Saturdays and Sundays. The hearing shall be completed in one session, which shall not exceed Four (4) hours duration with no more than Two (2) hours being allowed to either side to present its case, and conduct its cross examination unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section I above has occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Order restraining such violation and serve copies on the party determined to be in violation. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for other proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any involved party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision. A decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the decision. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Party and Contractor waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- e. Any rights created by statute or law governing arbitration proceedings which are inconsistent with this procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- f. The fees and expenses of the Arbitrator shall be equally divided between the involved parties (Contractor and the respective Union(s)).

Section 5. Arbitration of Discharges for Violation

Procedures contained in Article 8 shall not be applicable to any alleged violation of this Article, with the single exception that an Employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 8 to determine only if the Employee did, in fact, violate the provisions of Section 1 of this article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 9

LABOR MANAGEMENT MEETINGS

AND COMMITTEE STRUCTURE

Section 1. Subjects

The Unions, PMO and Construction Managers will meet a minimum of once per month at an agreed upon time and on-site location to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 4) review upcoming scope of works, bidders, contract awards; 5) deal with possible jurisdictional conflicts; 6) monitor and ensure timely completion; and 7) ensure a high degree of skill and quality of workmanship in the performance of the Project and to discuss other matters pertaining to the Project.

Section 2. Composition

The Committee shall be jointly chaired by designees of the Program Manager, Construction Managers and Representatives of the GCRBCTC and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed subcommittees.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Procedure for Resolution of Grievances

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation of Article 8, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedures of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

a. When any party covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the party shall, through the Local Union business representative, job steward or Contractor give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within fourteen (14) Calendar days after the act, occurrences or event giving rise to the grievance. The business representative of the Local Union, the job steward, the Party and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within forty eight (48) hours after timely notice has been given. If they fail to resolve the matter within the prescribed

period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the CM or its assignee with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, non-affiliated Party Employee and contractor directly involved unless the settlement is accepted in writing by Owner, or its designated representative as creating a precedent.

b. Should any party to this Agreement have a dispute (except jurisdictional disputes or alleged violations of Article 8, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) above for the adjustment of Employee grievances.

Step 2:

The Business Manager or designee of the involved party, together with the representatives of BCTC, the involved Contractor, and the Construction Manager, or its designated representative shall meet within seven (7) calendar days of service of the written grievance arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty one (21) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the arbitrator shall be final and binding on the involved Contractor, local union and employees and the fees and expenses of such arbitrations shall be borne equally by the parties.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the parties at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

Section 2. Limitation as to Retroactivity

No arbitration decision or award may provide retroactivity of any kind exceeding Ninety (90) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

Section 3. Participation by the Construction Manager or its Designated Representative

The Construction Manager shall be notified by the involved parties of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these steps, including Step 3 arbitration.

ARTICLE 11 – JURISDICTIONAL DISPUTES

Section 1. No Disruptions

- a. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted. No jurisdictional dispute shall excuse a violation of Article 8
- b. No jurisdiction dispute shall affect coordination of the various contractors at the Project or the progress of the Project.
- c. The Signatories to this agreement adhere to the principle that jurisdictional disputes cannot and shall not interfere with the project.
- d. Every effort will be made by the Employer to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Employer prior to the field work actually starting. Resolution of jurisdictional disputes will not include any “over manning” or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work.
- e. The Construction Manager shall be notified of all meetings pertaining to all jurisdictional disputes and may attend and participate.

Section 2. Assignment

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan. Where such work assignment is agreed upon by the trades such work shall not be deemed jurisdictional but a miss-assignment of work and as such shall be grievable under Article 10

Section 3. Procedure for Settlement of Disputes

- a. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the settlement of

Jurisdictional Disputes in the Construction Industry within Seven (7) Days and send a copy of the letter to the other Contractor involved, the GCRBTC and the Local Union involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

b. Any Contractor involved in a jurisdictional dispute on this Project shall continue working and without disruption of any kind.

Section 4. No Interference with Work

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 12 HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS

Section 1. Work Week and Work Day

a. The standard work week will consist of five days Monday - Friday eight hours per day, plus 1/2 hour unpaid lunch period each day, or a four day 10 hour work week Monday - Thursday plus 1/2 hour unpaid lunch period each day. Any work beyond the eight hours or ten hour work day will be paid at time and one half.

b. The Construction Manager shall have the option of scheduling a five-day or four-day work week and the work day hours consistent with the Project requirements, and the Project Schedule.

c. The Day Shift shall be the hours of 7:00 a.m. - 3:30 p.m. starting and quitting times shall occur at the staging areas designated by the Contractor. Other shifts shall similarly commence and end at uniform times agreed upon by the Contractor and Union. When parking areas are more than a ten minute walk from the staging or brassing area workers shall be given time to access their vehicles, (commonly referred to as in on our time out on your time)

d. Notice – Contractors shall provide not less than five (5) days prior notice to the crafts union Business Representative as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

e. Saturday/Make-up Day- The Contractor and/or Construction Manager shall have the option of scheduling Saturday as a voluntary make-up day at straight time, for any work missed during

Monday- Friday. When working a Four (4) Day, Ten (10) Hour workweek Friday may be scheduled as a voluntary make-up day at straight time.

Section 2. Overtime

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, shall be paid at time and a half, Saturdays shall be at time and half for the first eight hours and double time thereafter and Sundays shall be at double time. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked, except as specifically set forth in Schedule A. There shall be no pyramiding of overtime pay under any circumstances. The Construction Manager and/or Contractor shall have the right to schedule work so as to minimize overtime.

Section 3. Starting Times and Shifts

a. There shall be a uniform start time for all Contractors and employees or each shift in accordance with Section 1 above.

b. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the BCTC with not less than five (5) work days' notice to the party. If the flexible start time is earlier than 6am or later than 8am the shift will carry a differential of 10%

c. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis, at a straight time rate plus a fixed percentage increase per Schedule A or 15% shift differential (whichever is less)

Section 4. Holidays

a. Schedule – There shall be six recognized holidays on the Project:

New Year's Day
Labor Day
Memorial Day
Thanksgiving Day
Fourth of July
Christmas Day

All holidays shall be observed on the dates designated by Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

b. Payment – Regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday shall be in accordance with the applicable Collective Bargaining Agreement.

c. Exclusivity – No holidays other than those listed in Section 4 – (a) above shall be recognized or observed.

Section 5. Reporting Pay

- a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Collective Bargaining Agreement. (Schedule A). Should this occur on a scheduled ten (10) hour work day, ten (10) hours minimum reporting pay shall apply in lieu of eight (8) hours where appearing
- b. When an employee who has completed a schedule shift and left the Project site is “called out” to perform special work of a casual, incidental or irregular nature, the Employee shall receive pay for actual hours worked with a minimum guarantee as may be required by the applicable Collective Bargaining Agreement. (Schedule A).
- c. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 7 below, he shall be paid only for the actual time worked.
- d. There shall be no pay for time not actually worked except as specifically set forth in this Article or as specifically provided in a Schedule A.

Section 6. Payment Wages

- a. Payday – Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by the end of the scheduled workday on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three days wages shall be held back in any period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- b. Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

Section 7. Emergency Work Suspension

The Construction Manager and/or Contractor may, if considered necessary for the protection of life and/or safety of employees or others, and/or as required by the Owner suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site

available for work, employees will be paid for “stand-by” time at their hourly rate of pay, by the applicable Schedule A.

Section 8. Injury/Disability

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) Hours wages for that day. Further, the employee shall be rehired at such time as said employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform unless such employee knowingly and willfully violates site emergency and injury reporting requirements as outlined within the project safety and jobsite orientation seminar.

Section 9. Time Keeping

A Contractor may utilize brass tagging, electronic time cards or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10. Meal Period

Employees shall have meal period of not more than one half (1/2) hour duration at the work location between the third and fifth hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

Section 11. Break Periods

There will be no rest periods or other nonworking time established during working hours other than those referenced in this Agreement. Coffee Breaks are allowed as per each trade CBA so long as it does not stop production in its entirety. Individual beverage containers and lunch boxes will only be permitted in specified areas designated by the contractor and or Owner. There will be no food or drink other than water allowed within the building area.

Section 12. Other Work Rules

There shall be no use of tobacco or smoking within the building area. Designated smoking location will be identified for use during the allowed half hour lunch break. Violation of tobacco/smoking, food restrictions or other designated Protocols established to maintain the cleanliness and safety of the facility may result in dismissal from the job-site in accordance with progressive and corrective discipline.

The Construction Manager reserves the right to issue additional rules after discussion with the trades in Labor management meetings or sub-committees.

ARTICLE 13 – APPRENTICES/TRAINING

Section 1. Ratios

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices in a ratio not to exceed 25% when available of their work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule A and as approved by the NYSDOL

Section 2. Department of Labor

To assist the Contractors in attaining a maximum effort on this Project, the parties agree to work in close cooperation with, and accept monitoring by the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort and/or as provided in the Collective Bargaining Agreement.

Section 3. Training

All workers, Foremen and General Foremen must have successfully completed the OSHA 10 Hour Safety Training Program and all Superintendents must have successfully completed the OSHA 30 Hour Safety Training Program.

ARTICLE 14 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 1. Safety Requirements

Each Contractor will ensure that applicable Owner, Construction Manager, State, local and OSHA requirements are at all times maintained on the Project. Employees of the Contractors must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm. Failure to do so will be grounds for discipline.

Section 2. Contractor Rules

Employees shall at times be bound by the reasonable safety, security, and visitor rules as established for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

Section 3. Inspections

Owner retains the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 1. Project Rules

The Construction Manager and Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre- job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee of a Contractor to observe these rules and regulations shall be grounds for discipline. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause. Unless the Project work rules violate the CBA or applicable law, the Construction Manager shall have the sole discretion over establishing rules on-site.

Section 2. Tools of the Trade

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment for the performance of work within the employee's jurisdiction.

Section 3. Supervision

Employees shall work under the supervision of the craft foreperson or general foreperson.

Section 4. Travel Allowance

There shall be no payment for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

Section 5. Full Work Day

a. Employees shall be at their staging area at the time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.

b. There shall be no non-working employees at the Project unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical stand-by employees until the electrical prime contractor has commenced work on the Project. No electrical stand-by employee may remain on the Project after the permanent electrical system is operational. There shall be no stand-by labor of any kind unless requested by the Construction Manager and/or Owner. With respect to the operating engineers working on the project, manning shall be in accordance with their current collective bargaining agreement with the explicit understanding that all manpower assigned to the project is productive".

ARTICLE 16 FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENTS AND THIS PROJECT AGREEMENT

Section 1. Changes

a. Schedule A to this Agreement shall continue in full force and effect until the applicable Contractor and/or Union parties to the Schedule A CBAs notifies the contractor of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.

b. It is agreed that any work rule provisions negotiated into future Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to this Project's Construction Manager than those contained in the expiring Collective Bargaining Agreements as they pertain to work rules; nor shall any provision be recognized or apply on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

c. Any disagreement over the incorporation into Collective Bargaining Agreements of provisions agreed upon in the re-negotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in this Agreement.

Section 2. Labor Disputes During Negotiation of Collective Bargaining Agreements

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdown or other disruptive activity or other violations of this Agreement affecting the Project by any parties involved in the re-negotiation of Collective Bargaining Agreements nor shall there be any lockout on this Project affecting any party during the course of such re-negotiations.

Section 3. Changes to this Project Agreement

There shall be no changes during the life of this Project Agreement unless mutually agreed upon by the parties through the Labor/Management Committee structure. Additional work may be added to this Agreement by the addition of a mutually signed Addendum and additional parties through a signature page in accordance with Article 17 section 6.

ARTICLE 17 SAVINGS AND SEPARABILITY

Section 1. This Agreement

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of this Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

Section 2. The Bid Specifications

In the event that Owner's bid specifications, or other action, requiring that a successful bidder be bound by this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and in the intent of the parties for contracts to be awarded in the future.

Section 3. Non – Liability

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 17, neither Owner, Construction Manager, nor any Contractor or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

Section 4. Non – Waiver

Nothing in Article 17 shall be construed as waiving the prohibitions set forth in Article 8.

Section 5. Mergers and Name Changes

In the event of any trade union mergers, name changes of either union, building trades council, contractor, project manager or owner this agreement shall continue in force upon their successors

Section 6. Execution

All signature pages will be numbered and reference this agreement with the approved monogram. Additional parties to this agreement who have agreed by mutual consent will signify their agreement with separate counterpart signature pages, which will be considered part of this Agreement.

Section 7. Drug/Alcohol Testing

Prior to performing work, each contractor shall be responsible to provide a drug/alcohol screen for all employees prior to the employee performing on-site work, such testing shall be mandatory for all employees. Employees subject to drug/alcohol testing who pass the tests will receive payment for the time lost to take test but not to exceed 3 hours pays. No pay will be given to those testing positive for drugs/alcohol and they will not be permitted to work on the project.

The Owner, Construction Manager and/or Contractor may also require drug/alcohol testing of employees for cause when there is a reasonable suspicion of drug or alcohol use or employee involvement in an accident requiring off-site medical attention or documented unsafe act on the Project.

This section shall supersede any inconsistent provision in a local Union Agreement. A policy shall be developed by the parties through Labor/Management Committee

ARTICLE 18 HELMETS TO HARDHATS

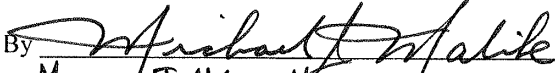
Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the service of the Center for Military Recruitment, Assessment and Veterans Employment (hereafter "Center") and the Center's "Helmet to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls,

**Memorandum of Understanding
Between
Howe's Cavern Resort and Casino LLC
s And
Greater Capital Region Building and Construction Trades**


This Agreement Howe's Cavern Resort and Casino, LLC ("Owner") and the Greater Capital Region Building and Construction Trades (GCRB&CTC) sets forth its commitment to build the "Howe's Cavern Resort and Casino" in accordance with the provisions of the attached Project Labor Agreement (PLA Attachment A) as the same may be modified as contemplated by the last sentence of this Memorandum of Understanding. Whereas a Construction Manager (CM) has not been selected and most likely will not before the date for submission for proposal to the State of New York and this Agreement shall ensure that at such time that a (CM) is named the owner agrees that the CM shall become signatory to this Project Agreement and substantially agrees to its provisions, further the GCRB&CTC will meet with the CM promptly thereafter to discuss and "in good Faith" re-negotiate certain provisions needed for the successful completion of the project.

OWNER:

Howe's Cavern Resort and Casino, LLC

By 
MICHAEL J. MALIK, MANAGER

For The Greater Capital Region Building and Construction Trades Council

By 
Jeff Stark, President

ADDEDUM 1

Memorandum of Understanding
Between

Howe Caverns Resort + Casino, LLC

And

Greater Capital Region Building and Construction Trades

This Agreement between the parties ensures that as the project building phase nears its completion date, the Parties will meet and negotiate "In Good Faith" a maintenance agreement for the trades for on-going cosmetic maintenance and future renovations that is consistent with any other contractual obligations then binding on the undersigned.

For "Operator" Howe Caverns Resort + Casino, LLC

By Michael J. Malix
MICHAEL J. MALIX, MANAGER

For The Greater Capital Region Building and Construction Trades Council

By Jeff Stark
Jeff Stark, President

AGREEMENT

AGREEMENT made this 27th day of June, 2014 by and between the New York Hotel & Motel Trades Council, AFL-CIO ("Union") and Howe Caverns Resort and Casino, LLC, and any affiliated or related entity, on its own behalf and on behalf of any current or future owner of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer").¹

WHEREAS, Employer is in the process of developing a project which will involve hotel, gaming, food & beverage, and related amenities and facilities in the state of New York ("Project"); and

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("NLRB"), Courts, or other governmental agency; and

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

1. The bargaining unit(s) shall include all full and part-time employees at the project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".
2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit.
3. The parties mutually recognize that the National Labor Relations Act ("NLRA")

¹ The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of any Employer entity.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.
5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations at the Project, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, or other work stoppages at the Project and the Employer shall not lock out employees at the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.
6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.
7. The Union will begin its organization of the employees at any time upon notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker room) and/or during such other periods and locations as the parties may mutually agree upon in writing. The Union will comply with

appropriate, non-discriminatory security and regulatory requirements applicable to all employees when accessing the Project, provided such requirements may not be used to unreasonably deny or delay access.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.
9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees in the Bargaining Unit(s) designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.
10. At any time after the commencement date of the Union 's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.
11. At any time after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).
12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count,

the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.
14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement. The arbitrator may consider, in addition to any other factors: 1) the Employer's financial ability; 2) size, location, and type of the Employer's operations; 3) cost of living as it affects the Employer's employees; and 4) ability of the employees, through the combination of wages, hours and benefits to earn a living wage to sustain themselves and their families.
15. The arbitrator referred to herein shall be the Office of the Impartial Chairperson ("Arbitrator") established in the Industry Wide Collective Bargaining Agreement ("IWA") between the Union and Hotel Association of New York City, Inc., who shall be guided by the rules of the IWA and the Office of the Impartial Chairperson to the extent consistent herewith.
16. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.
17. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.
18. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto. Any questions

regarding arbitrability, substantive, procedural, or otherwise, or regarding the Arbitrator's jurisdiction or authority, shall be submitted to the Arbitrator in accordance with this article

19. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.
20. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.
21. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.
22. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest, in the Project ("Successor"). The parties acknowledge that failure to affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.
23. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective.

24. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

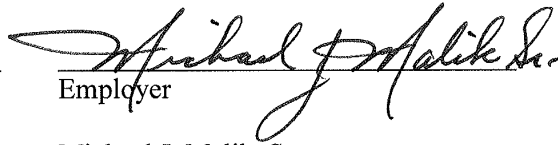
Date: June 27, 2014

Union

Peter Ward

President

Authorized to sign



Employer

Michael J. Malik, Sr.

Member and Manager

Authorized to sign

EXHIBIT A

Included: Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Dealers, Hosts, Guest Service and Players' Club Representatives, Housekeeping, Cleaners, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, Security, and Concierge.

Excluded: Statutory supervisors, managers, and confidential employees.

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Exhibit X.B.6. LABOR HARMONY

Howe Caverns Resort & Casino and Full House resorts have enthusiastically entered into labor agreements with our partners from the New York Hotel & Motel Trades Council and the AFL-CIO and the Greater Capital Region Building and Construction Trades (GCRB&CTC). These comprehensive agreements will ensure that our project is safe, efficient, and labor-friendly from the start of construction through the delivery of world class hospitality and customer service to our guests. Copies of our agreements with our Labor partners are in Exhibit X.B.5.

***c. SUSTAINABILITY AND
RESOURCE MANAGEMENT***

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Exhibit X.C.1. TRAFFIC MITIGATION

The transportation system around the Howe Caverns Resort and Casino site can accommodate the proposed Casino traffic with some transportation improvements. The improvements include upgrades to Sagendorf Corners Road between Route 7 and the site for improved driver guidance to/from the proposed primary casino entrance; future (long term) channelization improvements at the Caverns Road/Route 7 intersection to create a standard T-intersection and installation of a traffic signal if warranted; capacity improvements at the I-88 Interchange 22 eastbound off ramp (new traffic signal); and signal timing optimization at the Route 7 intersections with Sagendorf Corners Road and Route 145. Stop sign control is recommended on the casino driveway approaches to Caverns Road and Sagendorf Corners Road. These improvements are subject to final review and approval by the New York State Department of Transportation (NYSDOT), Schoharie County, and the Town of Cobleskill. The implementation of these traffic improvements will mitigate the local and regional impact of the Project.

Alternate transportation measures will be considered through the employee human resource education and patron services. Employees will be advised of alternate transportation options and encouraged to ride-share. Advertising and other patron outreach will promote alternate transportation to the Project Site. Alternative transportation methods that will be pursued during the initial operation of the casino and as the employee and patron base is better defined after ongoing operations are examined will include the following:

- The Schoharie County Public Transportation System operates the Route 21 Commuter Service from Cobleskill to Albany in the am and a return trip in the pm. The Applicant will work with the Public Transportation Authority to consider adding additional routes for employees and or patrons from the Albany area to the Casino and Hotel.
- Shuttle to Albany Area for employees
- Work with bus companies to establish schedule busses from Albany or or other surrounding locations.

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Providing a Transportation Demand Management promotes operations and practices to shift from single-occupant vehicle trips and remove vehicular trips out of peak periods. TDM measures will be implemented through employees' human resource education and patron outreach through advertising to encourage alternate transportation and to remove vehicular trips. Schoharie County will share available the 511NY which is New York State's official traffic and travel info source. This service provides resource for ride sharing plus determining transit option. 511NY Rideshare, which is a free service offered by the NYS Department of Transportation use a database of travelers that can help people who have similar starting and destination locations and who have similar travel schedules. 511NY Rideshare matches people for potential carpools, vanpools and transit options.

Exhibit X.C.2. LEED CERTIFICATION

The Howe Caverns Resort and Casino project will be designed to achieve a LEED certification, anticipating over 40 points. This will include the casino and hotels. The following items will be utilized to achieve the LEED certification.

- Energy management system. These systems monitor and control many of the systems that use energy within buildings, such as lighting, heating, cooling, and ventilation. Centralized monitoring and control of these systems helps ensure they are operating appropriately and at maximum efficiency.
- Insulated glazing. Insulated glazed windows will be used to minimize heat and noise transfer between the indoor environment and the outdoor environment, while still allowing for natural light to reach the inside of the building.
- Locally produced products. Products that are produced locally require less energy to transport to the Project Site, than products that are produced further away.
- Cool Roofing. This type of roofing reduces the amount of solar energy absorbed by the building, which tends to lower the cooling needs of a building during cooling season.

- **Building Commissioning.** As defined by the National Conference on Building Commissioning, commissioning is a “systematic process of assuring by verification and documentation, from the design phase to a minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the owner’s operational needs, including preparation of operation personnel.” This process ensures not only that the systems are performing as designed, but that they are properly interacting with other building systems and that building personnel are equipped to effectively manage their ongoing operation.
- **Thermally Broken Building Envelope.** The components of a typical building shell (exterior floors, walls, and roof) can act as a thermal bridge, allowing energy to be conducted to or from the exterior of the building. Thermally broken construction minimizes this transfer, therefore decreasing conductive energy losses.
- **Daylighting and Light Control.** Light control systems will include the use of occupancy and vacancy sensors, photo sensors, and timers. Daylighting will include the use of light shelves to reflect daylight deeper within the building, coupled with automatic dimming. A residual benefit of the reduction of artificial lighting use is the reduction of waste heat that will otherwise need to be removed from the conditioned space by mechanical cooling. Lighting accounts for 30 to 40% of the energy use of a typical building.
- **Use of Reclaimed and Recycled Products.** Recycled and reclaimed products tend to require less energy for production than new materials, and they avoid energy use required for disposal.
- **Low Flow Plumbing Fixtures.** These fixtures use less water, and therefore decrease the amount of energy required to heat, treat, transport, and dispose of the water they do use as compared to older higher flow fixtures.
- **Use of native plantings and drought tolerant plantings where appropriate.**
- **Use of plantings to minimize “heat island effect”.**

- Sustainable Sites: Storm water rate and quantity will be reduced and the detained to allow to control first flush and quantity. The roofing materials will have a high SRI rating.
- Water Efficiency: The landscape will be designed with native and adaptive plants and will minimize permanent irrigation system. The plumbing fixtures for the project will all be low-flow fixtures.
- Energy and Atmosphere: The building envelope and mechanical systems will be designed to provide for a minimum of 20% energy savings below ASHRAE Standard 90.1-2007. The project will be fully commissioned and include enhanced refrigeration management as well as a full measurement and verification system for ongoing metering of energy performance. A minimum of 10% Green power will be purchased.
- Materials and Resources: A construction waste management plan will be developed for the project. Material selections will be specified and procurement made in order to optimize the use of regional and recycled materials.
- Indoor Environmental Quality: The elimination of materials containing high amounts of VOC's and the banning of all materials containing urea-formaldehyde will improve the indoor environmental quality of the project. CO2 levels will be monitored in all areas of assembly throughout the building. The project will comply with ASHRAE 55 for thermal comfort and will comply with ASHRAE 62.1 for minimum ventilation.

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Exhibit X.C.3. ENERGY EFFICIENT EQUIPMENT

Submit as Exhibit X. C.3. a description of Applicant's plans for ensuring use of Energy Star--rated equipment and high--efficiency HVAC equipment and appliances throughout the Gaming Facility complex.

As a minimum, the selection of the major energy consuming systems (lighting & HVAC) will incorporate the design Technical Assistance program & financial incentives available from NYSERDA under the New Construction Program (or any other applicable program). The design process will specify that all appliances & applicable devices comply with or exceed performance levels required by codes and be Energy Star rated.

Lighting will be a major energy load in the facility and particular attention will be paid to both selecting energy efficient sources (like LEDs where practical) as well as lighting controls to reduce unneeded use such as dimming, or "vacancy" sensors to switch off lights when spaces are unoccupied.

The design team is well versed on NYSERDA and other potential incentive programs (utility).

Exhibit X.C.4. STORM WATER

The NYSDEC Stormwater Design Manual promotes the planning and design of green infrastructure practices acceptable for runoff reduction. Green infrastructure planning includes measures for preservation of natural features of the site and reduction of proposed impervious cover. The green infrastructure techniques include practices that enable reductions in the calculated runoff from contributing areas and the required water quality volume. The planning and design practices considered in the design of the Project include:

Planning Practices for Preservation of Natural Features and Conservation

- Preservation of Undisturbed Areas to minimize impact to undisturbed forests, native vegetated areas, riparian corridors, wetlands and natural terrain.

- Reduction of Clearing and Grading by limiting the clearing and grading to the minimum amount needed for roads, driveways, foundations, utilities and stormwater management facilities.
- Locating the Development in Less Sensitive Areas to impact to sensitive resource areas such as steep slopes, wetlands, mature forests and critical habitats.

Planning Practices for Reduction of Impervious Cover

- Building Footprint Reduction which reduce the impervious foot print of buildings by using alternate or taller buildings while maintaining the same floor to area ratio. The project provides for multi-story hotel and parking garage which will require an amendment of the current zoning planned development district.
- Parking Reduction by reducing imperviousness on parking lots by eliminating unneeded spaces, providing compact car spaces and efficient parking lanes, minimizing stall dimensions, and using multi-storied parking decks.

Green Infrastructure Techniques

Stormwater water quality and detention will be designed in accordance with the New York State Department of Environmental Protection's (NYS-DEC) Pollution Discharge Elimination System (SPDES) for Discharges for Construction Activities, General Permit GP0-10-0001 (General Permit), the NYSDEC Stormwater Design Manual. The storm water facilities will discharge onsite. Water quality measures will be provided to meet the pollutant removal goals by capturing and treating 90% of the average annual stormwater runoff volume. The water quality treatment facilities will capture and treat the full water quality volume to provide 80% TSS removal and 40% TP removal. Detention facilities will provide storage for the Stream Channel Protection Volume requirements to protect stream channels from erosion through the extended detention of the one (1)-year, 24-hour storm event, the overbank flood control to prevent an increase in the frequency and magnitude of out-of-bank flooding to attenuate the post development 10-year, 24-hour peak discharge rate to predevelopment rates

and the Extreme Flood Control criteria is to prevent the increased risk of flood damage from large storm events, maintain boundaries of the pre-development 100-year floodplain and provide storage to attenuate the post development 100-year, 24-hour peak discharge rate to predevelopment rates.

Other Green Infrastructure Techniques for runoff reduction will include:

- Sheet flow to Riparian Buffers or Filter Strips - Undisturbed natural areas such as forested conservation areas and stream buffers or vegetated filter strips and riparian buffers can be used to treat and control stormwater runoff from some areas of a development project.

- Vegetated Swale -The natural drainage paths, or properly designed vegetated channels, can be used instead of constructing underground storm sewers or concrete open channels to increase time of concentration, reduce the peak discharge, and provide infiltration.

- Tree Planting - Plant or conserve trees to reduce stormwater runoff, increase nutrient uptake, and provide bank stabilization. Trees can be used for applications such as landscaping, stormwater management practice areas, conservation areas and erosion and sediment control.

- Disconnection of Rooftop Runoff - Direct runoff from residential rooftop areas and upland overland runoff flow to designated pervious areas to reduce runoff volumes and rates

- Design of stormwater practices to infiltrate rainfall through the surface, thereby reducing stormwater runoff from a site and groundwater recharge.

Re-Use of Stormwater

The landscaped areas of the site will use native and drought resistant plant material to minimize the need for irrigation. Permanent pools within detention facilities or rainwater harvesting to capture and store stormwater runoff will be used to supplement water for irrigation systems. The use of these types of practices will increase the re-use of storm water and groundwater.

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Exhibit X.C.5. WATER CONSERVATION

Submit as Exhibit X. C.5. a description of plans for water efficiency and conservation at the Gaming Facility including, without limitation, plans to use low--flow water fixtures, water efficient appliances, and implement water conservation at the Gaming Facility.

The Howe Caverns Resort and Casino will provide water efficiency through the implementation of design and operation elements, both in the buildings and site landscaping.

Water Efficiency on Site: With the selection of native and adaptive plants as landscape materials, this will minimize the need for permanent irrigation system. Irrigation will be limited to feature landscaping at the building entrances. To further minimize water demand, rainwater harvesting will be incorporated into the stormwater design to supplement the limited irrigation system

Water Efficiency in the Building:

The project will comply with the Energy Policy Act (EPAAct) 2006 using low-flow fixtures to meet or exceed the minimum requirements. The waterpark will filter and recirculate water to minimize water demand.

Exhibit X.C.6. RENEWABLE ENERGY

During the design process, the potential economics of renewable energy will be carefully evaluated for the application of on-site solar PV, solar service hot water and wind energy. In the event that these technologies are not cost effective to be installed at the complex vs. off-site alternatives, the facility will explore and commit to purchasing a minimum of 10% of its annual energy consumption from NYSERDA qualified renewable sources. This site will explore the use of more innovative procurement & financing structures including a Power Purchase Agreement whereby a 3rd party developer will install & maintain a PV array making renewable electric energy in return for a long term commitment to purchase its power. As an additional alternative, pure purchased renewable power (from off-site) will be evaluated to meet our renewable

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Exhibit X.C.7. ENERGY CONSUMPTION MONITORING

As a minimum each major utility (electricity, primary heating source, water and sewer will be separately metered to track consumption. Further, the design effort will include provisions for the metering of large sub systems. In the case of electricity, this will include the ability to monitor the hotel separate from gaming spaces.

An automated data gathering & control system (see also Exhibit Viii. C.16) will allow for regular recording of key energy use & operating parameters. These “trend” reports will enable ongoing performance measurement vs both other facilities as well as the ability to spot any deterioration in energy efficiency over time.

Exhibit X.C.8. DOMESTIC SLOT MACHINES

At the current time, we believe that with only once exception of a Canadian manufacturer, the only entities from whom we would buy, or even lease, slot machines for installation at the subject Gaming Facility would be manufactured in the United States.

Even so, we do commit to attain slot machines domestically wherever possible.