

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

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### Exhibit X.A.1. On-Site Resources for Problem Gaming

The **Compliance Officer**, a member of the Applicant 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.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), dated as of June 24, 2014, establishes a framework for collaboration between GREENETRACK, INC., an Alabama corporation with an address c/o 677 Broadway, Albany, New York 12207 (the "Company"), and the ALCOHOLISM AND DRUG ABUSE COUNCIL OF ORANGE COUNTY, a not-for-profit corporation located at 224A Main Street, Goshen, New York 10924 ("ADAC").

**WHEREAS**, the Company proposes to develop and operate a full-service gaming facility in the Town of New Windsor, Orange County, New York; and

**WHEREAS**, the parties recognize the importance of problem gambling;

**WHEREAS**, the parties want to establish an effective program to identify and respond to evidence of problem gambling,

**NOW THEREFORE**, the parties agree in principle that, if the Company receives approval to develop and operate the proposed gaming facility in the Town of New Windsor, ADAC will make itself available to collaborate to address issues arising in relation to problem gambling as follows:

1. **Scope of Collaboration.** ADAC will collaborate with the Company, in an advisory capacity, to address topics relating to problem gambling. These topics may include, but will not be limited to:

- a. **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;

- b. **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 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.
- c. **Responsible Gaming Awareness Program**, to facilitate access to information, counseling and supports, such as:
- i. Information resources, including information about how gambling works, gambling safeguards, risk factors and assistance available to help patrons to make informed decisions;
  - ii. 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
  - iii. 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.
- d. **Information and Messaging** to promote responsible gaming signage so that:
- i. Employees know where to refer patrons requesting assistance;
  - ii. 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 Resource Program**, to make available information and assistance with issues relating to problem gambling; and
- iii. **The Company's signage and marketing materials align with its Responsible Gaming Policies.**
- e. **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;
- f. **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.
2. **Personal Health Information**. The parties will cooperate to address the nondisclosure of personal health information from unauthorized access, disclosure, copying, use or modification.
3. **Insurance**. Each party will, at its own cost, insure its activities and obligations in connection with this MOU.
4. **Effective Date**. This MOU will take effect upon the date first written above and will continue in effect until terminated in accordance with the provisions set forth below.
5. **Termination**. Any of the parties may withdraw from this MOU upon 30 days written notice to the other party.



6. **Notice.** Notice under this MOU will be given by in writing by certified mail. return receipt requested and will be deemed effective on the date it is posted to the following addresses:

If to the Company: Greenetrack, Inc.  
c/o Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207.

with a copy to : Robert J. McLaughlin, Esq.  
Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207.

If to ADAC: 224A Main Street, P.O. Box 583  
Goshen, New York 10924  
Attention: James E. Conklin, Executive Director

with a copy to :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Choice of Law.** This MOU shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof.

8. **Counterparts.** This MOU may be signed in counterparts with the same effect if the signatures on each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this MOU.

9. **Entire Agreement.** This MOU constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection with the subject matter hereof.

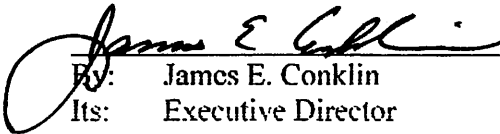
**GREENETRACK, INC.**

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By:

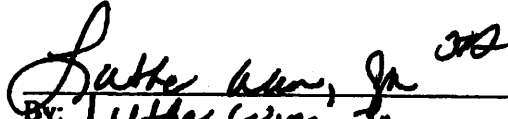
Its:

**ALCOHOLISM & DRUG ABUSE COUNCIL  
OF ORANGE COUNTY**

  
By: James E. Conklin  
Its: Executive Director

9. **Entire Agreement.** This MOU constitutes the entire agreement between the parties and supersedes all prior or other agreements and representations in connection with the subject matter hereof.

**GREENETRACK, INC.**

  
By: Luther Wynn, Jr.  
Its: President / CEO

**ALCOHOLISM & DRUG ABUSE COUNCIL  
OF ORANGE COUNTY**

  
By: James E. Conklin  
Its: Executive Director

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.2. Problem Gaming Signage

**Exhibit X.A.2 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**.

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.

New Windsor Casino & Resort, LLC

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Address Problem Gambling

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Exhibit X.A.2. Problem Gaming Signage

The **Memorandum of Understanding** with the Alcoholism and Drug Abuse Council of Orange County, attached as **Exhibit X.A.1-A** and discussed in **Exhibit X.A.5**, contemplates the periodic evaluation and review of the information and messaging in the Casino's signage and marketing materials.

Published on *American Gaming Association* (<http://www.americangaming.org>)

[Home](#) > [Social Responsibility](#) > [Responsible Gaming](#) > National Center for Responsible Gaming

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## National Center for Responsible Gaming

The [National Center for Responsible Gaming](#) [1] is the only national organization exclusively devoted to funding research that helps increase understanding of pathological and youth gambling and find effective methods of treatment for the disorder. The NCRG is the AGA's affiliated charity.

Founded in 1996 as a separate 501(c)3 charitable organization, the NCRG's mission is to help individuals and families affected by gambling disorders by supporting the finest peer-reviewed, scientific research into pathological and youth gambling; encouraging the application of new research findings to improve prevention, diagnostic, intervention and treatment strategies; and advancing public education about gambling disorders and responsible gaming.

More than \$22 million has been committed to the NCRG, through contributions from the casino gaming industry, equipment manufacturers, vendors, related organizations and individuals. The NCRG's independent [Scientific Advisory Board](#) [2] oversees all of the organization's grant-making activities – including grants to the [NCRG Centers of Excellence in Gambling Research](#) [3] at Yale University and the University of Minnesota, as well as individual researchers at prestigious institutions across the country.

As part of its mission to advance public education about gambling disorders and responsible gaming, the NCRG conducts a wide variety of education programs, such as:

- [NCRG Conference on Gambling and Addiction](#) [4] – brings together researchers, clinicians, public policymakers, industry representatives and other stakeholders to discuss the most important issues facing the field gambling disorders research and responsible gaming.
- [The NCRG Webinar Series](#) [5] – provides year-round educational opportunities designed to help individuals better understand and address critical issues related to gambling disorders and responsible gaming.
- [Collegegambling.org](#) [6] – provides a host of free resources designed to give campus administrators, student health professionals, parents and students the tools to address gambling on college campuses across the country..
- [EMERGE](#) [7] (Executive, Management & Employee Responsible Gaming Education) – the only employee training program of its kind, grounded in scientific research that has been translated into an accessible training tool for gaming employees at all levels.

For more information on the NCRG and its many other public education and outreach efforts, visit <http://www.ncrg.org> [8].

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Source URL: <http://www.americangaming.org/social-responsibility/responsible-gaming/national-center-responsible-gaming>

Links:



**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.**



## 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.

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](http://www.igt.com).

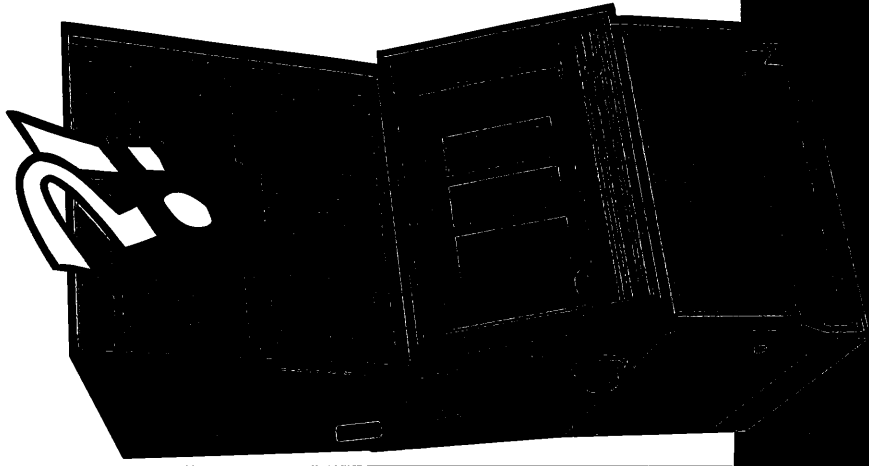
# Taking the Mystery Out of the Machine

## 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.



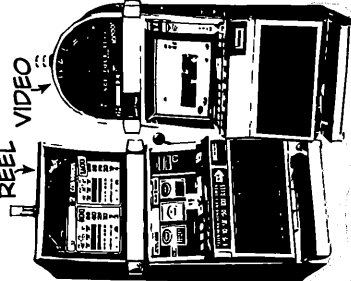
## TYPES OF MACHINES

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.



## 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 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,

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

## 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 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. Wherever technology takes us, the games will continue to be fair, regulated and, above all, fun!

## BY THE NUMBERS

**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.

**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.

**2,250:** The number of regulators who oversee the gaming industry. Ensuring that slot machines operate correctly is among their many responsibilities.

**\$3,300:** Approximately the number of slot machines operating in the U.S.



**\$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.

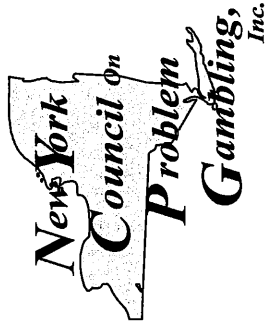
*Over one-third of young New Yorkers think that a friend of theirs may have a gambling problem.*

-NYCPG, 2006

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

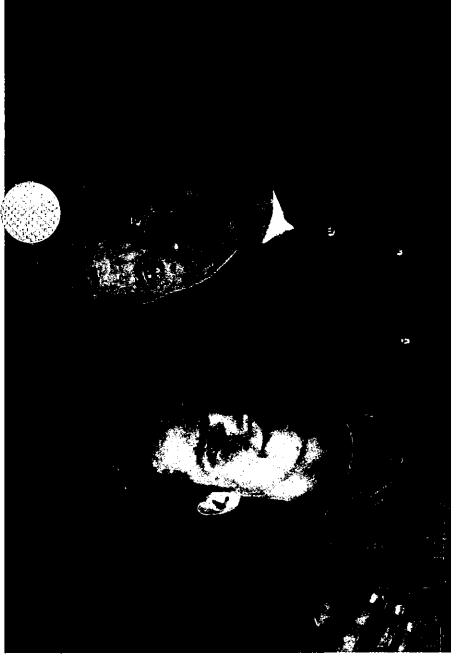
The New York Council on Problem Gambling is a non-profit organization under contract with the NYS OASAS, dedicated to increasing public awareness about problem and compulsive gambling and advocating for support services and treatment for persons adversely affected by gambling.

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



100 Great Oaks Blvd.  
Suite 126  
Albany, NY 12203

Phone: 518-867-4084  
Fax: 518-867-4087



## Talking to Your College Student

## About GAMBLING

New York Council on Problem Gambling, Inc.  
[www.nyproblemgambling.org](http://www.nyproblemgambling.org)



[www.nyproblemgambling.org](http://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."*

-Engwall, 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](http://www.nyproblemgambling.org)



# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.3 Identification of Problem Gambling

**Exhibit X.A.3 Description of the initial and ongoing training that will be used to help Gaming Facility employees identify those who may have gambling-related problems, or self-identify, and assist them to obtain help for those problems**

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. As part of this campaign, and as described in **Exhibit X.A.5**, the Applicant has entered into a Memorandum of Understanding with the Alcoholism and Drug Abuse Council of Orange County, a not-for-profit corporation providing information, referral and outreach services in the Hudson River Valley, to collaborate with respect to problem gambling issues.

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.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.3 Identification of Problem Gambling

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 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.

# RESPONSIBLE GAMING AWARENESS PROGRAM





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## LEARNING OBJECTIVES

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Employee training is fundamental to the success of Rising Star Casino Resort 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 session Employees should be able to:

- ◆ Appreciate the commitment of Rising Star Casino Resort towards supporting responsible gaming
- ◆ Understand the goals of Rising Star Casino Resort'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
- ◆ Follow the proper protocol when a patron seeks problem gambling support



## THE COMMITMENT TO RESPONSIBLE GAMING

Rising Star Casino Resort budgets \$20,000.00 annually to support local organizations that promote awareness training and treatment of gambling problems. This budget is also used for employees who wish to participate in regional or national problem gambling training.

### THE RISING STAR CASINO RESORT COMMITMENT

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

**Problem gambling is an important and well-recognized issue. Rising Star Casino Resort'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, Rising Star Casino Resort has adopted the "Responsible Gaming Awareness Program" (or the "Program") to support individuals who have realized they cannot gamble responsibly. For the purposes of the Program, "Problem Gaming" is defined as:

**"gambling behaviour 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**

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The Responsible Gaming Awareness Program includes four separate campaigns:

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

## **I. Customer Campaign**

The goal of the Program's Customer Campaign is to develop an awareness that:

- ◆ Problem gambling can be harmful;
- ◆ Rising Star Casino Resort does not wish for its Guests to be harmed by problem gambling; and
- ◆ Assistance programs are in place to help with gambling problems.

The Customer Campaign's awareness goal is well addressed by information provided to patrons through a concerted poster and pamphlet initiative.

The Program's Posters and Pamphlets are located next to the elevators on every level of the casino. Pamphlets are located at the Rising Star Reward's Club desk, the Credit Office and outside the restrooms on every level of the Casino, and in the Pavilion at the Marketing Services desk and in the VIP Lounge.



Included in the Pamphlet, is the following information:

(i) The following list of possible problem gambling indicators (as recognized by the American Psychiatric Association):

- ◆ A need to gamble with increasing amounts of money in order to achieve the desired excitement
- ◆ Chasing losses – gambling in order to win back money
- ◆ Pre-occupation with gambling – constantly thinking about and preparing for gambling
- ◆ Reliance upon others to provide money to relieve a desperate financial situation caused by gambling
- ◆ Gambling to escape from obligations or life's daily pressures
- ◆ Lying or conducting criminal activity to finance gambling
- ◆ Neglecting family/personal needs – e.g. nutrition, sleep, schooling, general well-being
- ◆ Making repeated unsuccessful efforts to control, cut back or stop gambling

(ii) Contact details of relevant gambling treatment centers

(iii) Information concerning Rising Star Casino Resort'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**

Rising Star Casino Resort 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 Rising Star Casino Resort and its programs indefinitely. The patron executes a Self-Exclusion Document, acknowledging the voluntary nature of self-exclusion and empowering Rising Star Casino Resort to take all allowable measures to remove any self-excluded patrons from its premises. The Self-Exclusion Program is administered by designated Security personnel.

Rising Star Casino Resort 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 Rising Star Reward's 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



## **II. The Community Campaign**

The Community Campaign promotes the establishment of links between Rising Star Casino Resort and problem gambling agencies, awareness committees and treatment organizations through funding and active participation in the activities of those enterprises.

Rising Star Casino Resort supports the following organizations through financial contributions and volunteers:

- ◆ Indiana Council on Problem Gaming
- ◆ Kentucky Council on Compulsive Gambling

## **III. The Underage Patron Campaign**

The Responsible Gaming Awareness Program has adopted initiatives to ensure that underage gambling does not take place at Rising Star Casino Resort including the creation of signs and the posting of information to raise both Employee and patron awareness of underage gambling.

**At Rising Star Casino Resort, notices prohibiting underage gambling are located at all entrances to the gaming area, and on all boarding tickets.**

**It is the responsibility of all Rising Star Casino Resort's Employees to ensure that persons under the legal age of 21 are not permitted to enter the Casino.**

**While this task is undertaken primarily at the entrances to the gaming area by Security if an Employee suspects or has determined that a patron is under the age of 21, they must ask for identification and inform Security or their Supervisor immediately.**



#### **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**

Rising Star Casino Resort 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 gamble 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

**1-800-994-8448 State of Indiana Help Line**

**1-800-552-4700 National Council on Problem Gambling Help Line**

**The above numbers are included on the Responsible Gaming Program Pamphlets and Posters.**

- ◆ Be aware of where referral resources are located in Rising Star Casino Resort and direct Guests to them, if requested

**Posters are located near the elevators in the casino.  
Pamphlets are available in the Casino at:**

- Credit Office
- Rising Star Reward's Desk
- Outside restrooms on all levels

**and in the Pavilion at:**

- Marketing Services Desk
- VIP Lounge

**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



## **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 Rising Star Casino Resort's medical benefits program



## Ask yourself these questions:

1. Do you lose time from work due to gambling?
2. Does gambling make your home life unhappy?
3. Does gambling affect your reputation?
4. Do you ever feel remorse after gambling?
5. Do you ever gamble to get money with which to pay debts or to otherwise solve financial difficulties?
6. Does gambling cause a decrease in your ambition or efficiency?
7. After losing, do you feel you must return as soon as possible and win back your losses?
8. After a win, do you have a strong urge to return and win more?
9. Do you often gamble until your last dollar is gone?
10. Do you ever borrow to finance your gambling?
11. Do you ever sell anything to finance gambling?
12. Are you reluctant to use "gambling money" for normal expenditures?
13. Does gambling make you careless about the welfare of yourself and your family?
14. Do you ever gamble longer than you planned?
15. Do you ever gamble to escape worry or trouble?
16. Do you ever commit, or consider committing, an illegal act to finance your gambling?
17. Does gambling cause you to have difficulty sleeping?
18. Do arguments, disappointments or frustrations create within you an urge to gamble?
19. Do you have an urge to celebrate good fortune by a few hours of gambling?
20. Do you ever consider self-destruction as a result of your gambling?

## If you can answer yes to at least

even of these questions, you may

have a gambling problem.

# The Voluntary Exclusion Program

You make the decision. You sign up. You stop gambling. We help you.



where the past is the past and the future is yours. Addressing a gambling problem, after all, isn't just about the gambling. It is about taking control of your life.

- Participants in the Voluntary Exclusion Program agree to refrain from entering any casino gaming area in Indiana.
- Individuals interested in entering the Voluntary Exclusion Program may do so at any casino by approaching a uniformed security guard or at the Indiana Gaming Commission office in Indianapolis.
- A person must complete the request form of his or her own free will and must not be under the influence of alcoholic beverages, controlled substances or prescription medication when the form is completed.
- Information about participants of the Voluntary Exclusion Program is confidential and will be issued only to casinos for the purpose of enforcement.



The Voluntary Exclusion Program (VEP) is designed to help you take that initial step and gain control of your life. With the VEP, that single decision, that courageous step you take to quit gambling, becomes a defining moment

- Request forms must be completed in the presence of a of the Indiana Gaming Commission. While every effort is made to accommodate interested individuals who app casino security officers, it may be necessary to make a appointment. Information on obtaining an appointment available on the Indiana Gaming Commission Web site calling the Indiana Gaming Commission at 317-234.



- Participants may elect to self-exclude for one year, five or life. Once a time period is selected, it may be increased, but not decreased. Once the time period chosen has concluded, a participant may be removed from the list by making a request to the Indiana Gaming Commission.
- VEP participants will be removed from the marketing list each casino and will not be eligible for promotions, free casino comps.
- Participants found to be in an Indiana casino will be as leave and could be subject to arrest for trespassing.
- If it is discovered that a VEP participant has won a jackpot will be confiscated and submitted to the Indiana Gaming Commission in the form of a fine.
- Casinos may elect to permanently evict VEP participant their properties.



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Voluntary Emission Programs administered by the American  
Competition Commission (ACC) are available to all U.S. States  
and the District of Columbia. For more information, contact  
ACC at (800) 722-2222.

The American Competition Commission (ACC) is a non-profit  
organization that provides a variety of services to help  
businesses and individuals understand and comply with  
state and federal laws. ACC is a 501(c)(3) organization  
and is not affiliated with any government agency. ACC  
provides a variety of services, including:  
- Providing information on state and federal laws  
- Providing information on state and federal regulations  
- Providing information on state and federal court cases  
- Providing information on state and federal court decisions  
- Providing information on state and federal court orders  
- Providing information on state and federal court judgments  
- Providing information on state and federal court settlements  
- Providing information on state and federal court awards  
- Providing information on state and federal court penalties  
- Providing information on state and federal court fines  
- Providing information on state and federal court sanctions  
- Providing information on state and federal court contempt  
- Providing information on state and federal court contempt  
- Providing information on state and federal court contempt  
- Providing information on state and federal court contempt





### **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.

### **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**

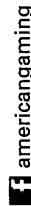
- ▶ Each AGA member company will implement the Code and conduct annual reviews of its compliance with this Code.

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



#### **AMERICAN GAMING ASSOCIATION**

1299 Pennsylvania Avenue, NW  
Suite 1175  
Washington, DC 20004  
202-552-2675  
[www.americangaming.org](http://www.americangaming.org)



americangaming



@AGAUdate

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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.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.4 Self Exclusion Policies

**Exhibit X.A.4 Description of the exclusion policies that will be available for Gaming Facility patrons and employees, including the process to notify individuals of the availability of self-exclusion, the steps that will be taken to assist those who request exclusion and steps that will be taken to assure that excluded patrons are identified before gaining access to the gaming floor.**

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.

The **Memorandum of Understanding** with the Alcoholism and Drug Abuse Council of Orange County, attached as **Exhibit X.A.1-A** and discussed in **Exhibit X.A.5**, contemplates periodic evaluation and review of the effectiveness of the casino's processes to address problem gambling.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.4 Self Exclusion Policies

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:

Lexington Center for Recovery, Inc./Gambling Outpatient Clinic  
<http://www.lexingtonctr.org/westchester-gambling.aspx>

Sullivan County Council on Alcoholism and Drug Abuse/Gambling Outpatient Clinic  
<http://www.recovery-center.com/aboutus.html>

Gamblers Anonymous  
[www.gamblersanonymous.org](http://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.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.5 Treatment and Prevention

#### **Exhibit X.A.5 Description of plans to coordinate with local providers to facilitate assistance and treatment for those with gambling-related problems and plans to develop prevention programs targeted toward vulnerable populations**

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.

In addition, the Applicant has entered into a Memorandum of Understanding (**Exhibit X.A.1-A**) with the Alcoholism and Drug Abuse Council of Orange County, a not-for-profit corporation providing information, referral and outreach services in the Hudson River Valley, to collaborate, in an advisory capacity, to address topics relating to problem gambling.

These topics may include:

- a. **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;
- b. **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.
- c. **Responsible Gaming Awareness Program**, to facilitate access to information, counseling and supports, such as:
  - i. Information resources, including information about how gambling works, gambling safeguards, risk factors and assistance available to help patrons to make informed decisions;
  - ii. 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
  - iii. 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.
- d. **Information and Messaging** to promote responsible gaming signage so that:
  - i. Employees know where to refer patrons requesting assistance;
  - ii. Patrons have access to up-to-date information about the Company's
    - Responsible Gaming Policies;

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.5 Treatment and Prevention

- 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
- iii. The Company's signage and marketing materials align with its Responsible Gaming Policies.
- e. **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;
- f. **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.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: A. Measures to Address Problem Gambling

### Exhibit X.A.6 Historical Efforts Against Problem Gaming

**Exhibit X.A.6 Description of the processes proposed to address problem gambling at the other facilities it owns or controls, the effectiveness of those processes, and the metrics the Applicant will use to determine the effects**

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 receiving 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.

The **Memorandum of Understanding** with the Alcoholism and Drug Abuse Council of Orange County, attached as **Exhibit X.A.1-A** and described in **Exhibit X.A.5**, contemplates the development of metrics to measure the effectiveness of its processes to address problem gambling. In addition, the Applicant intends to coordinate with the operator of the New York State HOPELine regarding the number of phone calls it receives from Casino patrons to track effectiveness and learn how to improve our education, training, and services

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: B. Workforce Development

### Exhibit X.B.1 Human Resource Practices

**Exhibit X.B.1 Statement of whether the Applicant or, as applicable, the Manager has prepared, and how the Applicant or, as applicable, the Manager proposes to establish, fund and maintain human resource hiring and training practices at the proposed Gaming Facility that promote the development of a skilled and diverse workforce and access to promotion opportunities through a workforce training program**

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 will be developed and adopted.

#### **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 and 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 expertise and capability levels that exist 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 assess the local area to determine the fair wage ranges for positions required to be filled. In operations of this type 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 the 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. The employee benefit program will have some provision 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. See **Exhibit X.B.2-1**

In geographical areas that the Manager previously established first time work forces for a new facility great success was obtained 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

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: B. Workforce Development

### Exhibit X.B.1 Human Resource Practices

newspapers, libraries, and support centers. In addition good success was had with hosting job fairs such that it maximized the exposure to the opportunity.

The Manager is committed to working with local community organizations and agencies to facilitate the access to and preparation of applications 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, for example dealers, will 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 its 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 programs and policies it is always an objective to provide a career path for employees. The employee will be able to determine what other opportunities within the organization are available and identify the position they may 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. Mentoring programs will be established that will be able to identify candidates for advancement and help create programs 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. Square feet, included 2600+ Class III gaming devices, 90 tables, poker, fine dining, buffet, two lounges/bars and two snack and grab and go outlets. Included was a 2100 space parking garage.

The facility needed to recruit, hire and train on opening day a workforce of 1200+ Team members. This included all levels from Senior 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.



# New Windsor Casino & Resort, LLC

## Sub-Binder 3: B. Workforce Development

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### Exhibit X.B.2 Affirmative Action Plan

**Exhibit X.B.2 How the Applicant and, as applicable, the Manager proposes to establish and implement an affirmative action program that identifies specific goals for the engagement of minorities, women, persons with disabilities and veterans on construction jobs and service and professional jobs during operation, in order to increase the diversity of the gaming industry workforce.**

The Applicant and/or Manager understands the importance of promoting and utilizing minority and women-owned business enterprises (MWBE) in all facets of development, construction and employment opportunities. Standards and minimum commitments will be established following the award of the gaming license during the Pre-opening period and continuing beyond post-opening. Attached herewith as **Exhibit X.B.2-1** is a "proposed" Affirmative Action Plan for the Grand Hudson Resort and Casino.

**THE GRAND HUDSON RESORT AND CASINO  
AFFIRMATIVE ACTION PLAN  
JANUARY 1, \_\_\_\_ - DECEMBER 31, \_\_\_\_**

**PREFACE**

It should be noted that in any portion of this Affirmative Action Plan if the term "underutilization" is used, it is used or applied expressly for the purposes of identifying potential problem areas or areas in which Affirmative Action is being implemented. It does not constitute an admission of guilt nor does it refer to an admission of discrimination on the part of any employee(s) of THE GRAND HUDSON RESORT AND CASINO. Furthermore, any use of placement goals and/or timetables or references to Affirmative Action objectives or goals shall not constitute an admission of guilt on the part of any employee(s) of THE GRAND HUDSON RESORT AND CASINO.

Section 1

**REAFFIRMATION OF THE GRAND HUDSON  
RESORT AND CASINO'S EQUAL EMPLOYMENT  
OPPORTUNITY POLICY AND AFFIRMATIVE  
ACTION PROGRAMS**

It is the policy of THE GRAND HUDSON RESORT AND CASINO to afford equal opportunity for employment to applicants and employees without regard to race, color, religion, sex or national origin.

THE GRAND HUDSON RESORT AND CASINO has also made a commitment to take affirmative action to recruit, hire and promote persons in all job classifications and positions without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification. We will [continue] to base our employment decisions on considerations that further the principles of equal opportunity. We will strive to avoid requirements for promotional opportunities which are not consistent with our policy. We will also make efforts to insure that all personnel actions, such as those related to compensation, benefits, transfers, lay offs, recalls from lay offs, and company sponsored training, social and recreational programs will be administered without regard to race, color, religion, sex, or national origin, except where sex is a bona fide occupational qualification.

In addition, THE GRAND HUDSON RESORT AND CASINO will take affirmative action to employ and advance in employment qualified disabled individuals and qualified disabled veterans and veterans of the Vietnam era. This policy will apply to the Company's employment practices including those mentioned above. This commitment is expressed in a separate plan.

The successful achievement of this policy requires the cooperation of all our employees. Hopefully, through our cooperative energy we will attain our overall objective to provide fair employment opportunity for everyone.

I have designated \_\_\_\_\_ as my personal representative to design and maintain the necessary programs to carry out our affirmative action policy. \_\_\_ is directly responsible for making sure that it functions as intended. \_\_\_\_\_ will be advising me on an ongoing basis about the status of our programs.

\_\_\_\_\_  
TITLE:

DATE

## Section 2

### DISSEMINATION OF POLICY

So that THE GRAND HUDSON RESORT AND CASINO's Equal Employment Opportunity Policy is known and understood by all employees and sources of applicants, THE GRAND HUDSON RESORT AND CASINO will publicize the policy and assure all those to whom the policy would apply of its intent to monitor and enforce compliance with the policy. Steps will be taken to separately publicize the policy both within THE GRAND HUDSON RESORT AND CASINO's organization as well as to external sources.

#### A. Internal Dissemination

1. THE GRAND HUDSON RESORT AND CASINO's statement of Equal Employment Opportunity shall appear in the personnel handbook. The policy is reviewed periodically to assure its continued relevance to and compliance with pertinent government regulations.
2. THE GRAND HUDSON RESORT AND CASINO's policy of Equal Opportunity is posed on bulletin boards and elsewhere where appropriate. In addition, a statement from THE GRAND HUDSON RESORT AND CASINO's President identifying the Equal Employment Coordinator will continue to be posted in each Company facility.
3. THE GRAND HUDSON RESORT AND CASINO's commitment to its policy of Equal Employment Opportunity and its Affirmative Action Program will be reemphasized at meetings of THE GRAND HUDSON RESORT AND CASINO's management and supervisory staff. These meetings will include the following items:
  - a. Restatement of the Company's policy of Equal Employment Opportunity and the objectives of its Affirmative Action Program;
  - b. Discussion of the degree of success achieved with regard to the Company's Affirmative Action Program and its goals;
  - c. Provision for questions about problems being confronted in areas such as minority, female, veteran and disabled recruiting;
  - d. Planning for the revision of the Affirmative Action Program for the coming calendar year, taking into consideration any anticipated personnel activity or growth.
4. Management and supervisors at all levels will be responsible for discussing the Company's policy of Equal Employment Opportunity with employees in their areas of

responsibility, and for providing an opportunity for feedback from employees as to the results of the Company's efforts in Equal Employment Opportunity.

5. New employees will be given a copy of the Company's Equal Employment Opportunity policy.

6. Formal or informal training or supervisory development programs will include specific reference to the Company's policy of Equal Employment Opportunity and will be open to all qualified employees regardless of sex, race, color, religion, national origin or disability.

7. If employees are featured in any internal publications which may be developed, minorities, females and the disabled will be pictured, based on a cross-section of employees.

## **B. External Dissemination**

1. The Company will continue to notify, both verbally and in writing, all major recruiting sources as well as other potential sources of job applicants, such as minority and women's organizations and community groups, of its desire to have qualified minority, female and disabled applicants referred for employment. Continued use of a recruiting source will be dependent on part upon the extent to which each recruiting source is successful in recommending qualified minority, female and disabled candidates for position vacancies listed with it.

2. Purchase orders, leases and other forms of contracts will include an "Equal Opportunity Clause".

3. Help wanted advertisements, whether or not the Company is identified therein, will only appear in columns headed either "Help Wanted" or "Help Wanted, Male/Female/Disabled." In addition, all such advertisements will state that the Company is an "Equal Opportunity Employer M/F/D/V".

4. Advertisements or other brochures using pictures of employees for help wanted or other purposes will include representative participation of minority, female and disabled employees based on a cross-section of employees.

### Section 3

#### RESPONSIBILITY FOR IMPLEMENTATION AND FOR OFCCP AUDITS

THE GRAND HUDSON RESORT AND CASINO has designated \_\_\_\_\_ [TBD] \_\_\_\_\_ as its Equal Employment Opportunity Coordinator. \_\_\_\_\_ [TBD] \_\_\_\_\_, who reports directly to the President, is responsible for establishing and implementing the specific procedures and practices put forth in the Company's Equal Employment Opportunity Policy and Affirmative Action Program.

##### A. Responsibilities of the Equal Employment Opportunity Coordinator

The duties of the Equal Employment Opportunity Coordinator include, but are not necessarily limited to, the following:

1. Develop, implement, and review policy statements and affirmative action programs.
2. Communicate these policies, programs and any revisions or additions to internal and external parties.
3. Assist managers and supervisors at all levels in the identification of problem areas and the establishment of goals and objectives.
4. Assist managers and supervisors at all levels in solving Equal Employment Opportunity problems.
5. Design and implement audit and reporting systems that will measure the effectiveness of the Company's programs in reaching the overall objectives of the Equal Employment Opportunity policies and Affirmative Action Programs; indicate the need for remedial action, if any, and determine the degree to which the Company's goals and objectives have been attained.
6. Act as a liaison between the Company and compliance agencies.
7. Act as liaison between the Company and minority organizations, women's organizations, community action groups, placement agencies for disabled persons, and community service programs to establish new sources of potential employees and maintain existing sources.
8. Inform Company management of relevant developments in the area of equal employment opportunity.

9. Coordinate career counseling to all employees as appropriate.

10. Coordinate any audit by the Office of Federal Contract Compliance (OFCCP) and assure compliance with any OFCCP regulations that are applicable to THE GRAND HUDSON RESORT AND CASINO

**B. Responsibilities of Executive Staff**

As part of their Equal Employment Opportunity responsibilities, managers and supervisors will:

1. Continue to assist in the identification of problem areas and the establishment of goals and timetables in their respective areas of responsibility.

2. Continue to assist in developing and maintaining contacts with minority organizations, disabled service organizations, women's organizations, community action groups and service programs as potential sources of employees.

3. Continue to assist in the audit and reporting of the recruiting, hiring, promotion, transfer, termination patterns and the training capabilities of the Company to remove any impediments to the attainment of the Company's Equal Employment Opportunity goals and objectives.

4. Continue to hold discussions with employees to be certain the Company's equal employment policies are being carried out.

5. Continue to review the qualifications of all employees to ensure that minorities, women, veterans and the disabled are not underutilized and are given full opportunity for promotions and transfers.

6. Continue to assist that minority, disabled and female employees are afforded a full opportunity and are encouraged to participate in all company-sponsored educational, training, recreational and social activities.

7. Continue to take action, as necessary, to prevent harassment of any employees placed through affirmative action efforts.

8. Continue their attempt to prevent harassment of individuals because of their racial or religious activities. Further, managers and supervisors shall seek to prevent any "sexual harassment".

All supervisors and managers will be informed that their overall performance will be evaluated on the basis of their equal opportunity efforts and results, as well as other job-related criteria.

**Section 4**

**WORK FORCE ANALYSIS**

The Company's \_\_\_\_\_ Headquarters organization, including salary information is portrayed on the Workforce Profile Form attached to this Plan.

The Workforce Profile Form also indicates the sex and minority group status of each incumbent.



## Section 5

### UNDERUTILIZATION

Due to the location of the Headquarters it may be difficult to recruit and retain employees in several job categories. As a result some of these job categories could be regarded as "underutilized" when compared to available demographic data. The following represent some of the challenges facing the Company in this connection and efforts it will be making:

1. One of the most significant problems faced by Company in achieving its goals is the availability of qualified personnel. The Company will continue to stress to sources of applicants its desire to consider qualified minorities for any available positions. The Company will also explore additional recruiting sources.
2. In the past the work force of the Company has remained relatively stable with little or no personnel turnover. For that reason it is difficult to dramatically increase the participation of any particular group within the total work force. Although no significant increase in the employment levels is anticipated during the \_\_\_\_\_ plan year, the Company will continue to consider qualified minority candidates for any open positions.
3. The Company will continue to examine the composition of its applicant flow by minority group in any effort to identify any problems in the recruitment and selection of qualified minority candidates for available positions.
4. The Company will continue to examine its total selection process including application forms, interview procedures and referral procedures to ensure that personnel practices are being uniformly applied without regard to race, color, religion, sex or national origin.
5. Promotional opportunities and terminations will be monitored in accordance with the principles in this plan.
6. Should any openings occur within the marketing department, the Company will consider along with the qualified applicants females and minorities currently in the work force for possible advancement.

## **Section 6**

### **PLACEMENT GOALS AND TIMETABLES**

In the initial plan year the Company will make a good faith effort to increase the participation of minorities in the Laborer, Office Clerical, Sales, and Technician job categories. In addition, if an opening arises in the Professional or Officials and Managers job category, the Company will consider and encourage qualified females for such opportunities. Where temporary agency employees are utilized, agencies will be encouraged to send qualified minority and female personnel.

## Section 7

### DEVELOPMENT AND EXECUTION OF PROGRAMS

The Company will continue to:

- a. Review job duties and requirements to make sure they are job related and consistent with other jobs in the organization,
- b. Review specifications for job openings to make sure they do not screen out qualified minorities and women,
- c. Make available to recruitment sources job related information necessary to recruit qualified persons on a nondiscriminatory basis whenever outside recruiting sources are used,
- d. Continue to evaluate the Company's entire selection process to avoid discrimination and notify recruitment sources of the Company's policy of nondiscrimination,
- e. Make sure that its facilities and activities are not segregated and that all employees are encouraged to participate in any such activities,
- f. Inform employees of job openings in the current work force.

## **Section 8**

### **INTERNAL AUDIT AND REPORTING SYSTEMS**

Under the coordination of the Equal Employment Opportunity Coordinator, the Company will continue to maintain records and reports to monitor the implementation of this plan. Records will include applicant flow data and records of promotions, transfers, and terminations.

In addition, records and reports will be reviewed at least semi-annually under the coordination of the Equal Employment Opportunity Coordinator and results will be reported to management to update the effectiveness of the plan.

The Equal Employment Opportunity Coordinator will also submit to government agencies any reports required by law or contractual agreement.

**Section 9**

**SUPPORT OF ACTION PROGRAMS**

Members of executive management are active in a number of community programs. Employees will be encouraged to participate in such programs including those concerned with improving the employment opportunities of minorities and women.

## Section 10

### COMPLIANCE WITH SEX DISCRIMINATION GUIDELINES

It is the Company's policy to:

1. Recruit employees of both sexes for all jobs,
2. Ensure that advertisements in newspapers and other media will not express a sex preference for employment. Advertisements in newspapers will be placed only under headings "help wanted" or "help wanted- male/female/disabled/veteran",
3. Make no distinction based upon race, age, sex, color, national origin or religion in employment opportunities including wages, hours, promotions, transfers or other conditions of employment,
4. Make no distinction between married and unmarried persons of the same sex regarding conditions of employment,
5. Make sure that comparable facilities are available to employees of both sexes,
6. Make sure that no employee is denied the right to any job that he or she is qualified to perform,
7. Make sure that women are not penalized in their conditions of employment because they require time away from work on account of child bearing. When under the Company's policies a female employee would qualify for leave of absence, then child bearing will be considered by the Company to be a justification for leave of absence for female employees for a reasonable period of time. Conditions applicable to leaves of absence for females will be applied on a nondiscriminatory basis.
8. Make no distinction on the basis of sex in implementing its deferred profit-sharing plan,
9. Ensure that compensation schedules are not related to or based upon sex of the employee,
10. Ensure that employees of any one sex, race, color, religion or national origin are not restricted to certain jobs within the Company.
11. Continue to publicize and administer the Company's policy against sexual harassment, a copy of which is attached to this Plan.

**Section 11**

**CONSIDERATION OF MINORITIES AND WOMEN  
NOT CURRENTLY IN THE WORKFORCE**

The Company is involved in programs designed to facilitate the employment of minorities and women not currently in the workforce. These include:

1. Recruiting for positions through the State Employment Service.
2. On-the-job training for entry-level non-exempt positions.
3. Part-time employment, flexible scheduling and job sharing.

## **Section 12**

### **COMPLIANCE WITH GUIDELINE ON DISCRIMINATION PERTAINING TO RELIGION AND NATIONAL ORIGIN**

It is the Company's policy that all employment decisions will be without regard to the religion or national origin of employees and applicants for employment.

This policy is implemented by various methods including:

1. The Company's Equal Employment Opportunity policy specifically prohibits the use of religion or national origin as a factor in employment decisions.
2. Inclusion of reference to nondiscrimination policy because of religion or national origin in orientation meetings for new employees and recruiting materials.
3. Assuring the pre-employment inquiries and employment records do not include any reference to religion or national origin of an applicant for employment, or an employee.
4. Making all training, development, promotional, recreational and benefit programs available to all employees without regard to religion or national origin.

The Company does not tolerate employee harassment in any form, including harassment because of national origin or religion. Furthermore, the Company continuously reviews its employment practices and procedures to ensure that they operate without regard to religion or national origin.



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Exhibit X.B.3 On-the-Job Opportunities

**Exhibit X.B.3 Submit the Applicant's and, as applicable, the Manager's strategy to provide on-the-job opportunities and training in areas, and with respect to regional and local demographic groups with high unemployment. Pre-employment training, designed to assist people with developing the skills necessary to enter the gaming workforce and on-the-job programs to complement pre-employment training should be considered. Apprenticeship programs to support career development for employees should also be considered. An adequate apprenticeship program will blend classroom instruction and on-the-job training to enable employees to successfully enter designated jobs or gain promotions.**

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 will be developed and adopted.

As the Human Resource Department develops its programs and policies it is always an objective to provide a career path for employees. The employee will be able to determine what other opportunities within the organization are available and identify the position they may 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. Mentoring programs will be established that will be able to identify candidates for advancement and help create programs specific to that individual's skills and goals.

We will collaborate with local colleges to develop internship programs that will enable potential employees some on the job training that will benefit their long-term careers.

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

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: B. Workforce Development

### Exhibit X.B.4 Last Ten (10) Years Hiring Practices

**Exhibit X.B.4 Submit a description of the Applicant's and, as applicable, the Manager's approach and experience in the last ten (10) years with hiring in general, and with particular respect to demographic groups evidencing high unemployment. Also include a structured plan or approach for the recruitment and hiring of the unemployed and long-term unemployed.**

The Applicant includes Greenetrack, Inc. as a member entity. As discussed elsewhere in this application, since 1999, when Greenetrack's CEO (Luther Winn) was appointed, Greenetrack's record of reaching out to the unemployed is unmatched – especially by an entity that is a Minority Owned Business. Mr. Winn believes in helping those in need – but he also believes that the assistance must start with children to prevent their unemployment in the first place – especially to break the cycle of unemployment. Mr. Winn understands the value of a good education. As a member of the Greene County Industrial Board, he established the Greenetrack Greene County Enrichment Scholarship fund. Grants from this fund are offered to employees and/or a dependent of an employee who graduated from Greene County High School. The scholarship also offers tutoring programs. Advanced recipients tutor new recipients and receive compensation for their work. This model was brought to the Hudson valley as the New Newburgh Initiative (as described elsewhere in this Application).

Michael J. Malik, Sr. is the sole member of New Windsor Developer, LLC, which in turn is a member entity of the Applicant. Mr. Malik is a development partner with Marian Ilitch on other projects and as members of Gateway Casino Resorts, LLC. Both Mr. Malik and Ms. Ilitch have successful track records in the casino entertainment industry, including developing one of the first and most successful casino resorts in an urban setting. Ilitch has since assembled an executive team with incredible depth of casino development experience, responsible for the development, management and operation of nearly 20 casino properties. Gateway draws on its vast experience in casino design and management, entertainment and food service to provide a dynamic casino entertainment experience that the people demand.

Individually, Marian Ilitch, and her husband, Mike Ilitch, are partners in nine other successful food, entertainment and development businesses including: Ilitch Holdings, Inc., Little Caesar's Pizza, The Detroit Red Wings hockey team, Blue Line Food Service Distribution, Olympia Entertainment, Olympia Development, Champion Foods, Uptown Entertainment movie theaters and Little Caesar's Pizza Kit Fundraising Program. Mike Ilitch is also the sole owner of the Detroit Tigers Baseball Club. The majority of their business holdings are located in Detroit, Michigan.

As an owner of so many different private and public companies – all with high visibility and mostly located in urban areas - Mr. Malik has the same vision of Greenetrack – to offer a helping hand to those in need. He believes that this approach allows for outreach to the urban communities in which they operate to make certain that the unemployed know that they will have an opportunity.

Consistent with that approach, the Applicant has agreed publicly to hold at least 2 -4 job fairs in primarily urban areas in the Hudson Valley region which experience high unemployment. These job fairs will be held in: Port Jervis, Middletown, Newburgh, Kingston and Poughkeepsie. We will also reach out to those unemployed in the traditional Catskill counties (Sullivan, Delaware and Green). We envision that some of the unemployed may not qualify for a gaming license. In such cases, we will work with the applicants to determine if they can achieve employment in another area of the Project or, perhaps, at one of our retail/business partners.

We intend to have the most aggressive program possible in the Valley to address the needs of the unemployed.

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Exhibit X.B.5 Organized Labor Contracts

**Exhibit X.B.5 Submit a statement as to whether the Applicant and, as applicable the Manager has, is subject to, or is negotiating any contract with organized labor, including hospitality services, and whether the Applicant or, as applicable, the Manager has the support of organized labor for its Application, which specifies:**

**a. the number of employees to be employed at the proposed Gaming Facility, including detailed information on the pay rate and benefits for employees and contractors,**

**b. the total amount of investment in the proposed Gaming Facility and all infrastructure improvements related to the project,**

**c. completed studies and reports including an economic benefit study, for the State, the Region, and the Host Municipality, and**

**d. detailed plans for assuring labor harmony during all phases of the construction, reconstruction, renovation, development and operation of the Gaming Facility.**

The Applicant has entered into a form of project labor agreement prepared by the Hudson Valley Building and Construction Trades Council ("Council") at the Applicant's request for this Project. (attached as **Exhibit X.B.5-1**). The Applicant has also entered into an agreement with the New York Hotel & Motel Trades Council, AFL-CIO (attached as **Exhibit X.B.5-2**). Such agreements evidence the support of such organized labor for The Grand Hudson's Application.

The form of agreements will be used by the Applicant and the respective labor units for the final Agreement which will set forth the number of employees to be employed at the Gaming Facility. Both agreements set forth a plan to promote labor harmony during all phases of construction and reconstruction, renovation and operation of the Gaming Facility.

The anticipated total investment in the Project is set forth in **Exhibit VIII.C.19**.

The Applicant's completed studies and report which includes the economic benefit study for the State, region and Host Municipality is included separately as **Exhibit VIII.B.3.a**.

451A Little Britain Road  
Newburgh, NY 12550

Phone (845)565-2737  
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**L. Todd Diorio**  
Laborers Local 17  
President

**James Malcolm**  
Carpenters Local 279  
Vice President

**Tony Speziale**  
I.U.P.A.T. D.C.9  
Vice President

**Sam Fratto**  
IBEW Local 363  
Vice President

**Bob Ambrosetti**  
Plumbers and Steamfitters Local 373  
Treasurer

**Mike Gaydos**  
Ironworkers Local 417  
Recording Secretary

June 25, 2014

Greenetrack, Inc.  
30 Broad Street, Suite 1443  
New York, New York 10004

Dear Greenetrack:

On behalf of the Hudson Valley Building and Construction Trades Council, we are pleased to accept your offer to collaborate in the prospective operational outreach of your casino resort project at Stewart Airport in New Windsor, New York – The Grand Hudson. We appreciate your communication to us in an effort to coordinate a number of business development initiatives which can benefit our community. These will enhance the economy of Newburg and Mid-Hudson Valley Region.

We are pleased to provide you with our endorsement of the Grand Hudson project. We believe that this project will bring overall growth to the Newburgh region by providing jobs and other economic development opportunities to our citizens. We are thrilled that local labor will be utilized for the construction of this project. Additionally, we are excited for a prospective partnership in respect to local labor and our unions here in Newburgh. We anticipate a mutually beneficial partnership that will help our city and our workers grow.

We look forward to collaborating with you in many areas, including the following:

- *Development of a Small Business Network* to identify area businesses to provide goods and services to casino resort facility.
- *Coordination of a series of Vendor Fairs* throughout the County and region to enable additional information and communication on goods and services for the casino resort facility.
- *Promotion/Marketing of Area Destinations, Businesses.* The Resort has committed to work with the Chamber and other regional business organizations to promote regional destination, attractions, shopping districts and hospitality venues.

Thank you for your goodwill and efforts; we anticipate a long-standing working relationship with your organization.

Sincerely,

L. Todd Diorio  
President



Boilermakers Local 5 • Bricklayers Local 5 • Tile, Marble, & Terrazzo BAC Local 7 • Roofers Local 8 • Painters DC 9  
Operating Engineers Local 15D • Laborers' Local 17 • Plumbers & Steamfitters Local 21 • Operating Engineers Local 30  
Sheet Metal Workers Local 38 • Asbestos, Heat & Frost Local 40 • Asbestos Workers Local 91 • Operating Engineers Local 137  
Sheet Metal Workers Local 137 • Elevator Constructors Local 138 • Upstate New York Operating Engineers Local 158  
Laborers' Local 235 • O.P. & C.M.I.A. Local 262 • N.E. Carpenters Local 279 • IBEW Local 363  
Plumbers & Steamfitters Local 373 • Ironworkers Local 417 • Teamsters Local 445 • Road Sprinkler Fitters Local 689  
Millwrights Local 740 • United Cement Masons Union Local 780 • Operating Engineers Local 825  
Millwrights Local 1163 • Resilient Floor Coverers Local 2287

**PROJECT LABOR AGREEMENT  
FOR  
CONSTRUCTION RELATED TO THE  
DEVELOPMENT OF THE  
GRAND HUDSON RESORT & CASINO**

**Town of New Windsor, New York**

**Greenetrack, Inc.**

**6/25/14**



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**19. SCHEDULE A.**

**Current Collective Bargaining Agreements – All signatory  
Local unions.**



## ARTICLE 1 – PREAMBLE

This Agreement is entered into this 25<sup>th</sup> day of June, 2014, by and between Greenetrack, Inc. (herein after "owner") and the Local Unions affiliated with the Hudson Valley Building and Construction Trades Council (herein after "Unions") on behalf of itself and its' affiliated union for the project.

WHEREAS, the "Owner" desire to provide for the sufficient, safe, quality and timely completion of Construction Related to the development of the Grand Hudson Resort & Casino (the Project) in a manner designed to afford the best work at the lowest reasonable cost to Owner, and the advancement of the project.

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including but not limited to:

1. Standardizing the terms and conditions governing the employment of labor on the Project;
2. Ensure timely completion of the project;
3. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might not provide the same.
4. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction;
5. Ensuring a reliable source of skilled and experienced labor from Orange County and surrounding counties;
6. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women, veterans and the economically disadvantaged in the construction industry;
7. Avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and labor peace for the duration of the Project;
8. Expediting the construction process and otherwise minimizing the public safety and inconvenience caused by ongoing construction;
9. Furthering public policy objectives by lawfully expanding work opportunities for minorities and women in the expanding work opportunities for WBE/MBE contractors; and,
10. Permitting wide flexibility and shift hours and times.
11. Meets the State of New York requirement that a labor peace agreement be in place in order to qualify for a casino license.

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

Now, therefore, it is agreed as follows:

## **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 Hudson Valley Building and Construction Trades Council together with its affiliated Local Unions as identified on signature page.
- b. Construction Manager, Contractors and sub-contractor (regardless of tier) who have been awarded contracts by the Owner, Construction Manager or Contractor for the project.
- c. \_\_\_\_\_ as Construction Manager for the project. To be determined by Owner at a later date.
- d. Greenetrack, Inc. and any and all Affiliates.
- e. All parties shall be required to sign this Agreement.

### **Section 2. Certain Definitions**

- a. Throughout this Agreement, the Hudson Valley Building and Construction Trades Council ("HVBCTC") and its affiliated Local Union members are sometimes referred to singularly and collectively as "Union(s)".
- b. "Collective Bargaining Agreements" 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) or the Construction Manager for on-site Project construction work or off site construction work included in Schedule A or specifically excluded in this agreement;
- d. "Employee(s)" means employee(s) of Contractor(s);
- e. "Owner" means Greenetrack, Inc. as Developer/Operator any and all Affiliates or successors of.
- f. "Project" means all the construction work on the site(s) owned or leased by the Owners for the casino development project in Orange County, including any sites associated with the project.
- g. Construction Manager shall mean an entity hired by the "Owner" to oversee or perform construction services on the project or owners representative.

### **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 Construction Manager or Owners Rep.

### **Section 4. Liability**

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

### **Section 5. Bid Specifications**

- a. The bid specifications of the Project and future bid specifications will require that all successful bidders, contractors and subcontractors of whatever tier are bound by this Agreement. With the exemption of the Construction Manager and final cleaning contractor, all contractors and subcontractors regardless of tier shall be required to be signatory to Local CBA's prior to the start of work on the project. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner 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. The Construction Manager shall only be required to sign a Letter of Assent or a Job Only Agreement if during the project they are required to hire a particular trade.

## **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 construction work (unless specifically excluded in this agreement) on the owned or leased properties of the "Owner". Construction work shall include all site and infrastructure work (including off site work unless precluded from law) environmental work, demolition, building construction, mechanical, tenant construction, FF&E (as per Article 14) electrical, HVAC, etc. the work shall include all new construction as well as any additions, renovations and expansion.

### **Section 2. Notification**

The "Owners" agree to notify any tenants or entity that will be performing or contracting to do construction on the properties of the "Owners" that there is a Project Labor Agreement in place that will apply to their work.

### **Section 3. Maintenance**

The Parties agree to enter into a separate agreement (contract) for maintenance work if allowable by law. If pre-hire agreements not allowable by law or statute, the parties to this agreement will allow the Council and affiliated locals all of the same rights and organizing opportunities given to other labor organizations for the purpose of union representation, including but not limited to any agreements between the parties.

### **Section 4. Term**

This Agreement commences on the date of execution, and shall remain in effect for the duration of the Project(s). It is further understood that this Agreement, together with all of its provisions shall remain in effect for all work, including additions, renovations.

### **Section 5. Excluded Persons**

The following persons are not subject to the provisions of the Agreement, even though performing non-construction work on the Project site:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers (except engineers covered by Local 825) inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers. Deliverers and suppliers (except those in Section 4d), messengers, non-manual employees, and all professional engineering, administrative and management persons;
- b. Employees of the owner; not performing construction or maintenance.
- e. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union (excludes surveyors);
- f. 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, except for local deliveries of fill, ready mix, asphalt, granular materials, construction debris service, and the moving of equipment or all building material such as precast or steel after the first drop which are covered by this Agreement;
- e. Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A;
- f. Deliveries to the site with the exception of items specifically called out in Article 3, Section 3d;
- g. Employees engaged in on-site equipment maintenance/warrant work or start up work typically not performed by trades or when required for warranty or training purposes. When a Contractor has an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be used;

when a Contractor has an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employees shall be used to make repairs working under the direction of a manufacturer certified warranty representative; and

- h. Employees engaged in geophysical testing (whether land or water) other than boring for core samples.

## **ARTICLE 4 – REFERRAL AND EMPLOYMENT**

### **Section 1. Referral**

- a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems and/or hiring halls (where the referrals meet the qualifications set forth in items 1. 2. 3 and 4 of subparagraph (b) established in the Local Unions' area Collective Bargaining Agreement or other sources so long as the Contractors do not unlawfully discriminate between prospective employees in violation of existing laws on the basis of Union affiliation, race, religion or gender;
- b. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Orange County and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally. The LMCC shall develop a policy to create work opportunity for Orange County Construction Workers and Contractors, particularly those from the City of Newburgh and Town of Newburgh.

### **Section 2. Non-Discrimination in Referrals**

The local Unions represent that their hiring halls and/or referral systems will be operated in a non-discriminatory 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. Tag Along**

- a. Unless specifically called for in this Section, no more than 15% per centum (15%) of the employees covered by this Agreement per Contractor by craft, shall be hired through the special provisions below (any fraction shall be rounded to the next highest whole number). Contractors (and their subcontractors) shall be entitled to assign to the Project (subject to the above provisions) to one of the Contractor's "core" employees, and then must hire one journey person referred by the Local.

The Local Union's referral of persons who have applied to the Local for Project work or are currently employed by contractor performing work must meet the following qualifications as determined by a Committee of three (3), designated respectively, by the Contractor, the applicable Local Union and a third party mutually agreed upon by the Hudson Valley Building Trade Council and Construction Manager:

1. Posses any license required by NYS law for the Project work to be performed;
  2. Have worked a total of at least 1000 hours in the construction craft during the prior 2 years;
  3. Were on Contractor's active payroll for at least 60 out of 180 calendar days prior to the start of project work.
  4. Have demonstrated ability to safely perform the basic functions of the applicable trade.
- 
- b. In the event the Local Union is unable to fill any request for qualified employees 24 hours after such request was made in writing to the Union by the Contractor, the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project, craft employees hired within its jurisdiction from any source other than referral by the Union.
  - c. The Committee may also allow a Contractor, subject to the above per centum, to employ socially or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.
  - d. If the Project is subject to the New York State Minority and Women Owned Business Enterprise ("MWBE") program, and New York State Equal Opportunity requirements, notwithstanding the above provision, a certified MWBE may, with respect to its first 10 hires, request referral by name under the above requirements of up to 25% of the employees covered by this Agreement by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). Thereafter, the above 15 per centum referral provision will apply.
  - e. In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owner's bid specifications (which shall not be greater than percentages established by the State of New York), after 72 hours written notice to the union, the Contractor may employ qualified (i.e., successfully completed a 10 hour OSHA Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

#### **Section 4. Union Dues/Fringe Benefits**

- a. All employees covered by the 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 onsite 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. No employees shall be discriminated against at the project site because of the employee's union membership or lack thereof. Each Contractor agrees to make all employee authorized deductions for such monthly union dues required under the applicable collective bargaining agreement.

- b. In addition, each Contractor agrees to pay contributions to established and jointly trusted fringe benefit funds (the Funds), such as Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship, etc. in the amounts designated in the applicable collective bargaining agreement for onsite project work. The Contractors agreed to be bound by the written terms of the legally established and jointly trusted Funds specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Funds but only with regard to project work and only for those employees for whom this Agreement requires such benefit payments. No union, or any union benefit fund trustees, or any other individual affiliated with the union or a Fund shall have any authority under this Agreement or otherwise to audit the financial records of any Contractor that is not signatory to an existing collective bargaining agreement with the union except for the records related to compliance with contribution obligations set forth in the Agreement.
- c. 1. To insure the full and timely remittance of required fringe benefit contributions to the Funds and dues to the unions, the Owners Rep will work cooperatively with the Funds (or unions, in the case of dues) to verify that the required fringe benefit contributions or dues have been paid.
2. If a Fund (or Union in the case of dues) considers that a Contractor is delinquent in the payment of fringe benefit contributions or dues, it will notify the Contractor in writing with a copy to the Owners Rep. The Contractor will have forty-five (45) days to make the contributions requested by the Fund or dues, if requested by a union. If after 45 days, the Fund or Union is not satisfied that the Contractor has met its obligations, the Fund or Union will provide written notification to the Owners Rep and the Contractor at issue (given by certified mail, return receipt requested that a Contractor is delinquent in payment of fringe benefit contributions or dues.
3. The Contractor will have five (5) days from its receipt of the Union's notification to respond to the Union's notification. If the Contractor fails to respond to the Union's notification of delinquency, the Owner or Owners Rep will withhold from sums due to the Contractor the amount of such delinquencies plus any percentage allowed under the applicable collective bargaining agreement up to the amount of sums due to the Contractor, and the Owners Rep will ensure all future payments to the Contractor by joint check to the appropriate fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. If the Owners Rep or Owner fails to withhold or there are no funds due to the Contractor which they can withhold, the Union involved may stop work for that specific Contractor. Nothing herein shall result in the Owners Rep being liable and/or responsible for payment of delinquent fringe benefit contributions or dues.
4. If the Fund or Union disagrees with the Contractor's response and continues to believe that there are delinquencies, it will notify the Contractor in writing of such

conclusion within five (5) days after receiving the Contractor's response. The Union or Fund will provide a copy of such notification to the Owners Rep who will withhold from money owed to the Contractor an amount equal to the claimed delinquencies and any percent of those delinquencies as may be allowed under the applicable collective bargaining agreement. The Fund or Union may also require the Owner or Owners Rep to make all future payments to the Contractor by joint check to the appropriate Fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. The Contractor hereby consents to payments to be made by such joint check to the Fund (or Union, in the case of dues) until all payments of contributions or dues are current and the Fund (or Union, in the case of dues) notifies the Owners Rep of such in writing by certified mail, return receipt requested.

5. If the Contractor and the Fund (or Union, in the case of dues) are unable to resolve any claims for alleged delinquent contributions or dues, the Contractor will have the right to arbitrate the matter pursuant to this Agreement. If the Fund or Union prevails in such arbitration the Owner will pay the delinquencies up to the amount it has withheld. If the Contractor prevails in such arbitration, the Owner or Owners Rep will then release any withholdings to the Contractor if the Contractor has otherwise qualified for payment of such withholdings.

6. The Owners Rep contact in reference to benefit delinquencies shall be

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

(To be determined before project start)

### **Section 5. 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, Schedule A. 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.

**Section 6.** Any Labor Management Fund established shall become part of this agreement and the contributions will be made by deductions from employees, contractors or owner.

## **ARTICLE 5 – UNION REPRESENTATION**

### **Section 1. Local Union Representative**

Each Local Union representing on-site Project employees shall be entitled to designate representatives in writing (copy to Contractor involved, Owner, and the Union), who shall be afforded access to the Project. Union Representatives will not be able to interfere with the work and shall comply with visitor rules if required.



## **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. There will be no non-working Stewards on the Project.
- 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.
- d. Shop stewards, senior teamster and lead engineer shall be employed as per Schedule "A" unless arraignments are made to employ them through the general contractor or construction manager. The above referenced employer shall not be required to carry the Steward's, Senior Teamster or Operating Engineer Lead Engineer if there is no work of that particular trade.

## **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.

## **ARTICLE 6 – 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 (except that all rebar for use in the cast-in place, on-site construction will be cut and bent in accordance with Section 2a of this Agreement), or pre-assembled materials, tools or other labor-saving devices. 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, unless specifically spelled out in Schedule A.

### **Section 2a.**

Reinforcing bars (rebar) may be cut and bent off site and shall not be part of this Agreement. There shall be no reinforcing such as mats, caissons etc. delivered to the site pre-tied or welded.

### **Section 2b.**

If the Construction Manager or Owner establishes an offsite facility (warehouse, etc.) for the purpose of pre-fabing assembly or warehousing for construction, the work shall be included under this Agreement unless allowed under Schedule A.

## **ARTICLE 7 – 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, except for non-payment of wages and benefits as per Schedule A. 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 7. 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 a period of one hundred (100) days.

### **Section 3. Notification**

If a Contractor contends that any party covered by this Agreement has violated this Article 7, it will notify the CM and/or the Local Union involved advising of such fact with copy to the 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 7. 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 7 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 JJ Piersons or Richard Adelman, who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator, the CM and if a Local Union is alleged to be in violation, then to the HVBCTC.
- 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 7, may be by telephone, telegraph, 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 Eight (8) hours duration with no more than Four (4) 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 shared equally.

### **Section 5. Arbitration of Discharges for Violation**

Procedures contained in Article 9 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 9 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 8 – LABOR MANAGEMENT COOPERATIVE COMMITTEE**

**Section 1.** The parties bound by this Agreement shall establish a local Labor Management Cooperative Committee (LMCC) to promote harmonious labor-management relations, insure adequate communications and advance the proficiency of craft employees and the industry. This committee shall be chaired by the Labor Relations Coordinator which shall be mutually agreed upon by the unions and Owners Rep, the LMCC will meet at periodically scheduled intervals (not less than every month) for a discussion of the efficiency of the Project as is consistent with this Agreement and any amendments or addenda thereto. Participation shall be encouraged from all incumbent Employers and Unions signatory to this Agreement. The Labor Relations Coordinator shall administer and coordinate the implementation of this Agreement, chair the LMCC, develop policies and procedures of operation, and publish meeting agenda and issue minutes of each LMCC meeting.

**Section 2.** The LMCC will make every effort possible to anticipate jurisdictional conflicts or other potential and disruptive labor issues and take appropriate measures to minimize any adverse impact to the Project.

**Section 3.** The principal Union(s) and Labor Relations Coordinator (negotiators for this Agreement) shall rule on any Agreement interpretations or clarifications, which may be required. Such rulings or clarifications, as may be required, shall be reduced to writing, jointly signed by the LMCC, distributed to the signatory parties and reviewed at the next LMCC meeting.

**Section 4.** The functions, decisions, rulings and any directives that may be promulgated by the Labor Relations Coordinator, or LMCC under this Agreement are exclusive to this Project(s) and shall not apply to other area projects.

**Section 5.** The LMCC along with the Owners Rep or construction manager and president of the Building Trades Council along with those involved trades shall be responsible for working out agreement or arrangements in reference to specialty work.

## **ARTICLE 9 – 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 7, 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 (excepting jurisdictional disputes or alleged violations of Article 7, 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 Owner, 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 J.J. Pierson or Richard Adelman Arbitrators 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. The fees and expenses of such arbitrations shall be shared equally between the parties. Named Arbitrators shall be alternate beginning with J.J. Pierson.

- 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 Sixty (60) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

## **Section 3. Participation by Owner or its Designated Representative**

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 10 – 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 7.
- 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 can not 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. The Owners Rep is recognized as a party of interest in the resolution of any and all jurisdictional disputes and their Labor Relations Manager will be notified of all meetings and may attend and participate. 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. No back pay or any other monetary penalty shall be assessed against any Employer in the resolution of jurisdictional disputes.

## **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.

## **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 seventy two (72) hours and send a copy of the letter to the other Contractor involved, 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. Limitations**

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform the work. This does not prohibit the establishment, with the Agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

## **Section 5. 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 11 – HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS**

### **Section 1. Work Week and WorkDay**

- a. The standard work week shall consist of forty (40) hours or work at straight time rates either a five (5) day work week Monday – Friday; eight (8) Hours per day, plus one half (1/2) hour unpaid lunch period each day, or a four (4) day work week Monday – Thursday; ten (10) hours per day, plus one half (1/2) hour unpaid lunch period each day. When on a 4 day 10 hour per day work week, Friday shall be used as a makeup day at straight time. Saturday make-up days shall be as per Schedule "A" Agreements.
- b. The Day Shift shall commence between the hours of 6:00 a.m. and 4:30 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. Sub-contractor starting times maybe different then the established starting time of the general contractor or construction manager.
- c. Notice – Contractors shall provide not less than ten (10) days prior notice to the Unions as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

### **Section 2. Overtime**

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, Saturdays and Sundays shall be paid as per Schedule "A" Agreements. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked. The Contractor shall have the right to schedule work so as to minimize overtime. The Owner or Designee must approve any overtime that affects the total cost of the Project.

### **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 Schedules – To the extent that they do not have a cost impact on the Project, scheduling of shift work may remain flexible in order to meet Project schedules and existing Project conditions. Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the HVBCTC with not less than five (5) work days notice to the party. Regularly scheduled shifts will not be paid at overtime rate, but rather as per Schedule "A" Agreements.
- c. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph (b).
- d. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis and shift shall be paid as per Schedule "A" Agreements.



**Section 4. Holidays**

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

New Years Day	Labor Day
Presidents Day	Veteran's 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 Saturday shall be observed on Friday and 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 local Collective Bargaining Agreements. (Schedule A)
- 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 10 a.m. 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.
- c. Wages and Benefits shall be paid as per applicable schedule A.

### **Section 7. Emergency Work Suspension**

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, 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.

### **Section 9. Time Keeping**

A Contractor may utilize brassing 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. A suitable lunch area shall be established.

### **Section 11. Break Periods**

There will be one (1) ten (10) minute coffee break two (2) hours after the commencement of the workday. Afternoon break shall be as per Schedule A. Lunch break shall be for thirty (30) minutes commencing approximately four (4) hours after the start of the established workday. There shall be suitable areas established for breaks.

## **ARTICLE 12 – APPRENTICES**

### **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. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" Agreement.

## **Section 2. Apprenticeship**

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 Owner or CM to ensure that minorities and women from Orange County 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. The HVBCTC and the Owner and/or CM shall work cooperatively to establish a pre-apprenticeship program (if permissible by law) to create work opportunity for workers living in economically distressed cities and veterans.

## **ARTICLE 13 – SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### **Section 1. Safety Requirements**

Each Contractor will ensure that applicable 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, including discharge.

### **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.

### **Section 4. Drug/Alcohol Policy**

The General Contractor or Owner may adopt a policy with regard to the use of alcohol and illegal drugs. Specific drug and alcohol testing programs consistent with 49 CFR Parts 40

and 382 may be instituted by either the Owner and/or Contractors. Local Union programs that comply with the foregoing standards may be used.

## **ARTICLE 14 – Miscellaneous Provisions**

### **Section 1. Project Rules**

The Construction Manager 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, including discharge. 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 project work rules violate the CBA or applicable law. Project rules shall be approved by the Council.

### **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 or specifically spelled out in Schedule A or a per diem or travel expense is established between the parties to 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 (e.g. employees whose only work consists of watching equipment, etc.), unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical standby-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.
- c. Temporary services for system coverage, whether during regular working hours or at other times, shall only be required on the specific request of the Contractor and when

requested shall be assigned to the appropriate trade with jurisdiction. Such temporary services may be provided by the Contractor's employees already working under this Agreement during their regular work hours. There shall be no stacking of trades on temporary services. In the vent temporary services are claimed by multiple trades, the matter shall be resolved under Article 10 of this agreement.

**Section 6. Cooperation**

The parties will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

**Section 7. Specialty Agreement**

The terms of this Agreement shall not apply to work of the Employer that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturer Agreement, the Stack Liner Agreement, the Rubber Liner Agreement or any other Specialty Agreement.

**Section 8. Veterans**

The employees 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 Unions and the Contractors agree to coordinate and maintain an integrated list of veterans from the Orange County interested in working on the Project through the "Helmets to Hardhats" program and, to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**Section 9. Equal Opportunity**

- a. Each Union will provide to the Owners Rep, not less than quarterly, a census of its members. Such census report will provide information regarding the number of minority and women members and the status of those members as to apprenticeship and journeyman classification. The first such census reports shall be delivered prior to execution of this.
- b. The Unions agree that their good faith effort enrollment goals for all apprenticeship classes for minorities and women as permitted by New York State Department of Labor procedures.
- c. The Unions agree that seniority or other preference rules may not be utilized to frustrate the diversity goals of the Project the affirmative action, workforce development, and diversity provisions of this Agreement.
- d. The Unions agree that individuals with construction industry experience outside of a unionized workforce who desire to become members of the various trade unions will be admitted at the status and grade commensurate with the skills acquired from their experience in the trade. Individuals who require additional training to achieve journeyman status will receive such training.

**Section 10. Furniture, Fixtures and Equipment (FF&E)**

Unless specifically excluded in this Agreement, all furniture, fixtures and equipment that is fastened, mounted or adhered to a surface by glue, screws, nails, mechanical fastener or by other means shall be included as covered work under this Agreement. This shall include all unloading, loading, transporting to place of install, clean up, uncrating and unwrapping of protective coverings. This shall include casino, hotel tenant and restaurant related furniture, fixtures and equipment such as but not limited to slot machines, slot machine bases, gaming tables, stools, counters, chairs, other furniture, pit stands, decorations, bed frames and posts, cabinets, mirrors, pictures, bathroom accessories and kitchen equipment, etc.

With the exception of kitchen equipment, the above items that are not fastened, mounted or adhered to a surface shall be excluded from this Agreement. This shall not preclude the owner, developer, casino operator, supplier or contractor from using respective unions to unload, carry, place or clean-up of these items.

In the event NYS Gaming Association Rules and Regulation preclude the above, the NYS Gaming Rules and Regulations shall apply.

#### **Section 11. Clean Up**

All cleanup during construction shall be performed by the trade having jurisdiction for cleanup. The Owner will ensure a clean and safe work place. The Owner may back charge contractors accordingly if clean up becomes an issue.

Once construction is completed and a building, section or floor is turned over for final cleaning to a professional cleaning company for final cleaning including windows and floor prep up to 50% of the employees may be a direct employee of the cleaning company. Those direct employees shall be exempt from this Agreement, and shall not be required to sign the Laborers local union agreement.

### **ARTICLE 15 – FUTURE CHANGES IN COLLECTIVE BARGAINING 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 Owners Rep in writing 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 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.

## **ARTICLE 16 – 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 nor any Contractor nor 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective this 25<sup>th</sup> day of June, 2014.

For: Hudson Valley Building and Construction Trades Council

By: L. Todd Diorio - President  
NAME/TITLE

L. Todd Diorio  
SIGNATURE

6/25/14  
DATE

For: Greenetrack, Inc.

By: Leather Winn, Jr. - President / CEO  
NAME/TITLE

Leather Winn, Jr.  
SIGNATURE

6/25/14  
DATE

For: \_\_\_\_\_: As Construction Manager

By: \_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

For: Contractor

By: \_\_\_\_\_  
NAME/TITLE

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Company Name

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For: LOCAL UNIONS

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(To be signed prior to construction start)

## AGREEMENT

AGREEMENT made this 3 day of June by and between the New York Hotel & Motel Trades Council, AFL-CIO ("Union") and Greenetrack, 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").<sup>1</sup>

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");

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") guarantees employees the right to form or select any labor organization to act as

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<sup>1</sup> 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.

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:

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Union

Peter Ward

President

Authorized to sign 

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Employer

Name: LUTHER WINN, JR.

Title: PRESIDENT

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.**





**Exhibit X.B.6 Statement as to whether the Applicant or, as applicable, the Manager has entered into labor peace agreements with labor organizations that are actually engaged in representing gaming or hospitality industry workers in the State. Provide copies of any such agreements. If the Applicant or, as applicable, the Manager has not entered into such agreements, provide an instrument stating that it will enter into such labor peace agreements and maintain such labor peace agreements in place during the term of a License.**

Submitted as **Exhibit X. B.5-1** and **Exhibit X.B.5-2** are copies of the labor peace/harmony agreements that the Applicant has entered into with the Hudson valley Building and Construction Trades Council and the New York Hotel & Motel Trades Council, AFL-CIO These agreements will be maintained during the term of any license.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

### Exhibit X.C.1. Traffic Mitigation

#### **Exhibit X.C.1 Description of the Steps, Plans and Measures, Including Infrastructure Improvements, to Mitigate Traffic Flow and Vehicle Trips in the Vicinity of the Gaming Facility**

The predominate mode of travel within Orange County is automobile. Only 5.1% of all trips made to/from work in Orange County are done using public transportation according to the U.S. Census Bureau. A review of the public transportation options surrounding the project site only shows one bus service to shuttle passengers from the Beacon MetroNorth Train Station to Stewart International Airport. For the weekday PM peak hour, only one trip is scheduled and neither the shuttle nor MetroNorth trains are scheduled for the weekends. Although some employees or guests to the casino may use the MetroNorth services during the weekdays, the lack of continuously available public transportation would discourage public transit use by casino patrons.

Transportation Demand Management (TDM) strategies would be implemented by Greenetrack, Inc. to encourage alternative mode use for their employees. TDM is the application of demand strategies and policies to reduce travel demand (specifically that of single-occupancy private vehicles), or to redistribute this demand in space or in time. A demand management approach to transport also has the potential to deliver better environmental outcomes, improved public health, stronger communities, and more prosperous and livable cities. For Grand Hudson Hotel and Casino, TDM opportunities would include:

- Scheduling of employee shift changes so they do not coincide with the commuter AM and PM Peak periods.
- Work with regional transit providers and MetroNorth to enhance service to the casino.
- Develop and administer car and van pooling programs for employees. This would include the following:
  - Free shuttle to and from work for employees living in the cities of Middletown, Newburgh and Beacon.
  - Free shuttle service to and from the MTA rail stop located in Beacon.
  - Free shuttle service to and from Campbell Hall and from Salisbury Mills-Cornwall.

Additional follow-up off-site improvements are also being proposed as part of the casino and retail development project in order to improve internal traffic circulation including the following:

- At the International Boulevard and new Main Site Entrance removal of the existing raised median and construction of dedicated turn lanes. All work shall conform to NYSDOT Standards.
- Accessible routes shall be designed to maintain longitudinal and cross slopes that comply with A.D.A. requirements. Sidewalk width shall be a minimum of 5 ft. ADA compliant ramps and detectible warning strips shall be placed at all curb cuts. Structures shall be in accordance with MAG Standard Details and Specifications. All ADA sidewalks shall conform to NYSDOT Standards.
- Pavement Resurfacing consisting of production profiling cold place milling on Sue Kelly Avenue and Aviation Avenue to accommodate service vehicles and motor coaches. Improvements will include milling to a depth of 2 inches and placement of surface course asphalt to a depth of 2 inches. All work shall conform to NYSDOT Standard Specifications for Materials and Construction.
- Modifications to existing pavement striping to create a left turn lane at the secondary site entrance on Breunig Road. Pavement Markings shall conform to MUTCD standards as revised by NYSDOT.

Greenetrack recognizes the existing traffic operation issues on NY Route 207 between the Breunig Road and NY Route 300 intersections. Greenetrack would participate in funding minor intersection improvements at these intersections to accommodate left turns and enhance the through movement of traffic in this corridor. These minor intersection improvements would consist of construction of dedicated turn lanes as well as installation of traffic signals as warranted. Intersection improvements would include the following:

- NY Route 207 at NY Route 300- Extend the existing dedicated right turn lane on the westbound NY Route 300 approach.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

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### Exhibit X.C.1. Traffic Mitigation

- NY Route 207 at NY Route 300- The town of New Windsor is presently developing a project to extend the existing dedicated left turn lane on the eastbound NY Route 207 approach. The turn lane would be extended to the west past the intersection of Moores Hill Road. Greenetrack would participate in the construction of this improvement.
- NY Route 207 at Square Hill Road and Weather Oak Hull Road- Greenetrack will participate in evaluation of potential intersection improvements at these intersections. Improvements would include re-alignment of these offset intersections with a traffic signal.
- NY Route 207 at Breunig Road- Extend the existing dedicated right turn lane on the westbound NY Route 207 approach to the retail strip mall. Widen northbound Breunig Road to provide a second lane to meet the existing four lane section.

The scope and location of these improvements would be refined further as part of site plan review.

In summary, the traffic assessment conducted for the proposed Grand Hudson Hotel and Casino at New Windsor project has indicated that the proposal could be feasibly implemented without creating any unmitigatable or significant traffic impacts to the surrounding roadway network.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

### Exhibit X.C.2. LEED Certification

**Exhibit X.C.2 All Proposed Baseline and Improved Building Design Elements and Measures, for its Gaming Facility to become Certified under a Certification Category in the Leadership in Environmental and Energy Design (LEED)**

A sustainability assessment attached as **Exhibit X.C.2-1** was performed to identify potential sustainability measures to consider for the design and construction of the project. At the start of the project design a climate analysis was performed to understand the potential of passive design strategies. Passive sustainable building strategies include, but are not limited to, daylight harvesting, natural ventilation, exterior solar shading, optimized wall assembly, high efficiency glazing, and cool roof/green roof. The first step is the reduction of the building load through passive design strategies. The second step of consideration included design measures that reduce energy through efficient systems. The report outlines some measures and highlights include energy recovery, high efficiency boiler and chiller, demand control ventilation, key card systems for hotel rooms connected to lighting and HVAC operations, and high efficient lighting design.

The proposed design will include high performance envelope, mechanical and lighting systems that, along with other energy conservation measures will exceed the 10% energy cost savings required for LEED certification. One example of a high performance design element that will be visible to the public is the use of LED lighting in the parking garage. This has the added benefit of both saving energy and raising awareness sustainable measures for the visitors.

Included in the sustainability assessment is a LEED checklist identifying the credits targeted for LEED Certification. This matrix maps out the credits that will be investigated further and potentially incorporated into the design.

**GREENETRACK  
HOTEL AND CASINO**  
Sustainability Assessment

May 30, 2014

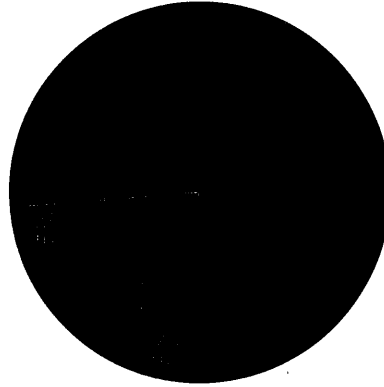
Project number: 277889



# SUSTAINABILITY STRATEGY ASSESSMENT

Vanderweil has completed a conceptual design sustainability assessment for the proposed casino to be constructed in New Windsor, NY. The majority of the proposed building is composed of hotel, casino, event, and food and beverage space. The strategies discussed in this assessment are aimed at the predicted best approaches for these space types. Further analysis would help to determine which of these strategies are the most beneficial.

1%



Approximate Conceptual Design Program Areas by Type

\*Approximate percentage of various program areas based on 03/28/14 program by WATG

This assessment assumes that this building will need to meet the minimum requirements of LEED and the New York State energy code. For a detailed assessment of the LEED scorecard at the conceptual design stage for this building, please refer to Appendix A.



# PASSIVE SUSTAINABLE BUILDING STRATEGIES

	Passive Heating	Passive Cooling	Passive Ventilation	Day Lighting
<p><b>Design for Daylight Harvesting:</b> Casinos in the past have minimized windows and provided lighting by artificial means. Some newer casinos have seen an increase in profits and decrease in energy costs by using natural light. Daylight could be provided by windows, skylights, light tubes or another method with sensors that reduce the artificial lighting levels.</p>		•		•
<p><b>Natural Ventilation:</b> Provide natural ventilation to all or a selected number of spaces throughout the year to reduce HVAC energy. The nearby airport and space temperature and humidity requirements may pose a challenge.</p>	•	•	•	
<p><b>Exterior Solar Shading:</b> Requires analysis to determine desirable solar gain in winter and blocking of solar gain in summer.</p>		•		•
<p><b>Optimized Wall Assembly:</b> High performance insulation with minimal thermal bridging. May require deeper walls.</p>	•	•		
<p><b>High Efficiency Glazing:</b> Limit summer solar gain and optimize winter solar gain by selecting windows with high insulation properties and a optimized solar heat gain coefficient.</p>	•	•		•
<p><b>Cool Roof or Green Roof:</b> Reduces local air temperature and can impact energy savings. Should be studied to understand if cooling energy savings are greater than possible heating energy increases in the wintertime.</p>		•		



# SUSTAINABLE STRATEGIES: HVAC BUILDING SYSTEMS

## TO MEET THE ENERGY CODE AND LEED

### High Efficiency Chiller:

*Designed with enhanced controls, enlarged, and improved condenser sections and high-efficiency compressors. Chillers should be matched to the building's estimated usage so that they run at their peak efficiencies for the longest period of time.*

### High Efficiency Boiler:

*Condensing boilers use waste heat to pre-heat the cold water entering the boiler providing efficiencies greater than 90%. Boilers should be matched to the building's estimated usage so that they run at their peak efficiencies for the longest period of time.*

### Energy Recovery:

*Casinos and convention spaces often have a high occupant density which will require a large amount of outside air to be brought in. Enthalpy recovery wheels efficiently recover energy from exhaust air and utilize it to pre-treat incoming outside air.*

### Fan Wall Technology:

*Multiple fan wheel sizes and motor combinations provide flexibility in meeting airflow requirements and can be more energy efficient compared to single or dual fan systems.*



**Fan Wall Technology**

### Cogeneration

Reduces the amount of energy required to produce electricity and heat by utilizing waste heat from the generation process.

## DEEPER GREEN STRATEGIES

### Ground Source Heat Pump:

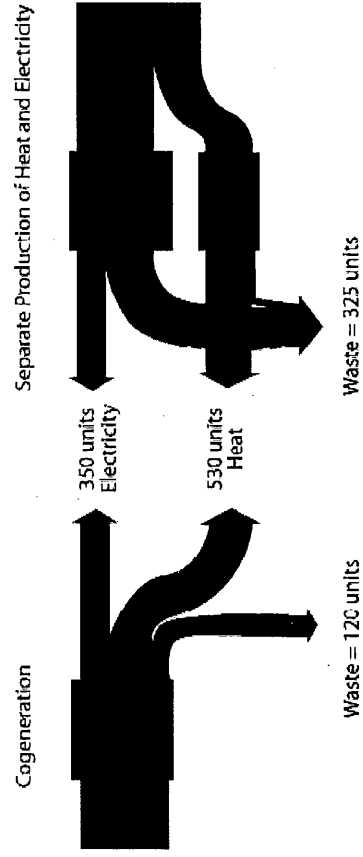
*A central heating and cooling system that transfers heat to and from the ground.*

### Fuel Cells or other Cogeneration Plant:

*Produces electrical and thermal power simultaneously by utilizing left over heat from power generation. Can be extremely efficient.*

### Heat Shift Chiller:

*For buildings that require simultaneous heating and cooling. The chiller captures heat to be used in other parts of the building.*



# SUSTAINABLE STRATEGIES: HVAC DISTRIBUTION AND CONTROLS

## TO MEET THE ENERGY CODE AND LEED

### **Demand Control Ventilation:**

*In applicable zones, CO2 sensors and humidity sensors modulate mechanical system to allow setback when space is at a reduced occupancy. There may be a good application for this in both the casino and in the convention space to reduce the outside air quantity brought into the building when fewer occupants are present.*

### **Occupancy Sensors:**

*In applicable zones, occupancy sensors modulate mechanical system to allow setback when space is unoccupied. There may be good applications for these in the hotel rooms and in some areas of the casino.*

### **Chilled Beams and Radiant Panels:**

*In applicable zones, provides sensible cooling directly to spaces and reduces ventilation fan energy consumption. May be applicable in some areas of the casino and office spaces.*

### **Variable Speed Fans and Pumps:**

*VFD drives and ECM Motors are selected to reduce fan and pump speeds when they are running at part loads.*

### **Cascading Airflow:**

*Air from offices or other similar program is reused as makeup air in high ventilation spaces such as food service areas and smoking rooms.*



**Chilled Beam Installation in Ceiling**

## DEEPER GREEN STRATEGIES

### **High Performance Distribution Systems:**

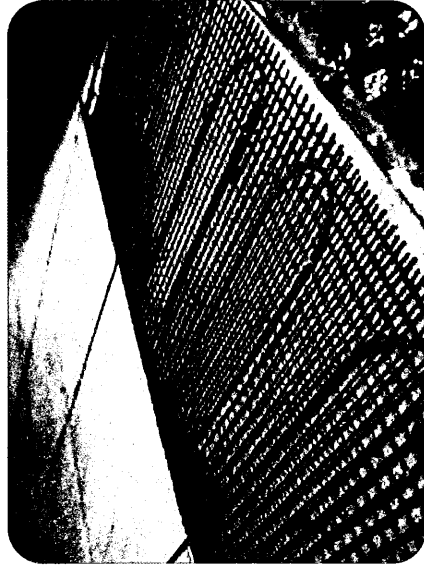
*Fluid velocities can be reduced by enlarging distribution systems and more efficient fittings can be used to reduce fan and pump energy. Requires increased space, but energy savings can be significant.*

### **Displacement Ventilation:**

*In applicable zones, lightly conditioned air is supplied only to the occupied zone providing better ventilation efficiency and greater opportunities to utilize free cooling.*

### **Radiant Floors:**

*In applicable zones, hydronic systems are most efficient and can regulate room temperatures.*



**Radiant Floors**

# SUSTAINABLE STRATEGIES: CASCADING AIRFLOW FOR EXHAUST DRIVEN SPACES

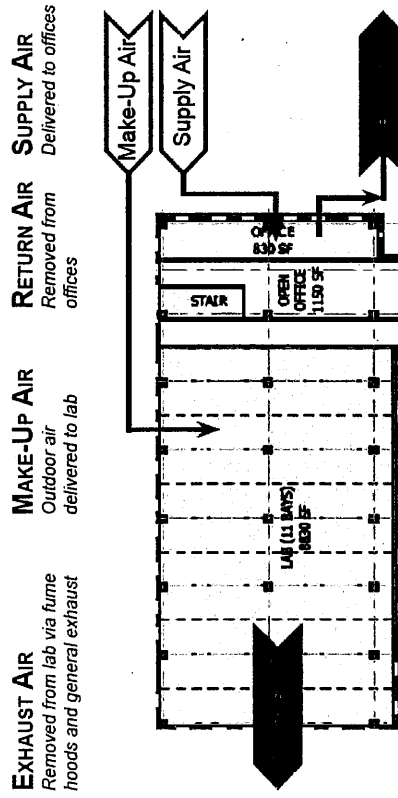
**Reducing the amount of outside air in high ventilation spaces can result in substantial energy savings. This is due to the energy saved from conditioning the outside air for heating and cooling as well as the saved fan and pump energy.**

## Cascading Opportunities

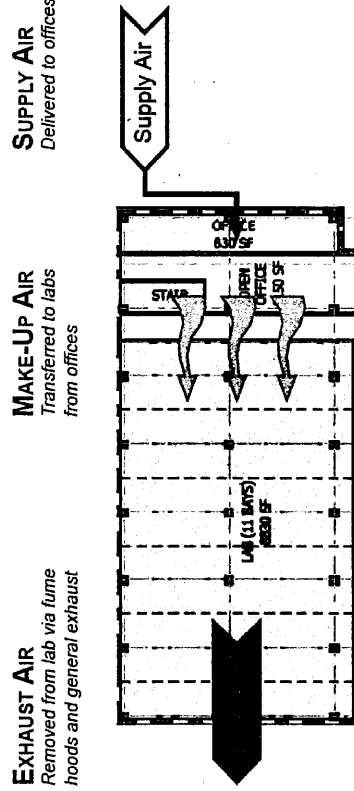
Return air from non-exhaust driven spaces is mixed with additional outside air and provided to exhaust driven spaces, such as food service and smoking areas. This strategy reduces the total quantity of outside air required for the building.

## Design Considerations

This strategy requires specific strategies to maintain the desired pressure differential between exhaust driven spaces and adjoining spaces.



Conventional Airflow Design



Cascading Airflow Design

# SUSTAINABLE STRATEGIES: ELECTRICAL

## TO MEET THE ENERGY CODE AND LEED

### Lighting Design and Fixture Selection (Exterior and Interior):

Typically, casinos have a large amount of external and internal lighting. LED fixtures should be utilized internally and externally where possible to reduce electricity usage. Selecting high efficiency fixtures and optimizing lighting layouts to below code requirements where possible should offer substantial energy savings.

### Occupancy Sensors:

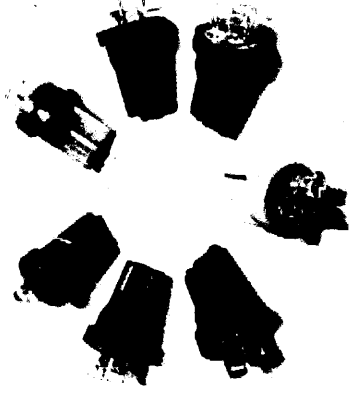
In applicable zones to reduce unnecessary use of electrical lighting when unoccupied.

### Daylighting Sensors:

Located in applicable perimeter zones. Used to reduce or turn off lights when acceptable daylight is available. Can be combined with interior shading system.

### High Efficiency Equipment:

High efficiency equipment should be selected in all spaces wherever possible to reduce plug load electricity consumption. The gaming and food service equipment would be especially important to address. Gaming equipment has recently become available with high efficiency options. LED lights in gaming machines and gaming terminals which are able to load a variety of games onto them are two options that use less energy.



LED Lighting for Gaming Machines

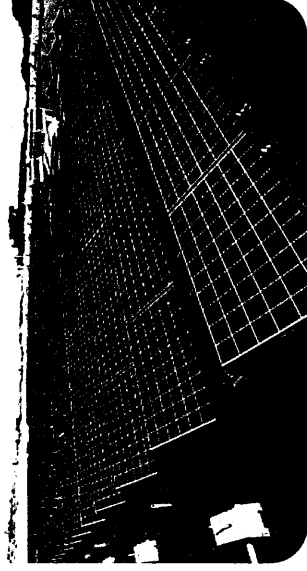
## DEEPER GREEN STRATEGIES

### High Efficiency Elevators:

Regenerative drives to recycle energy. In-cab sensors to turn off lights, ventilation, music, video screens when unoccupied. Double-deck elevators for mid- and high-rise buildings and destination dispatch controls reduce the number of stops and associated energy

### On Site Renewable Energy:

Natural resources can be harnessed onsite through the use of photovoltaic panels or a wind turbine. This can offset or eliminate electricity costs depending on the size of the installation.



Photovoltaic Panels

# SUSTAINABLE STRATEGIES: PLUMBING

## TO MEET THE ENERGY CODE AND LEED

### Condensate Reuse:

Condensate from the cooling coils is collected, treated and stored and used for cooling tower make-up, and potentially toilet flushing.

### Low-Flow Fixtures:

Water efficient plumbing fixtures including toilets, urinals, showers, and sinks.

## DEEPER GREEN STRATEGIES

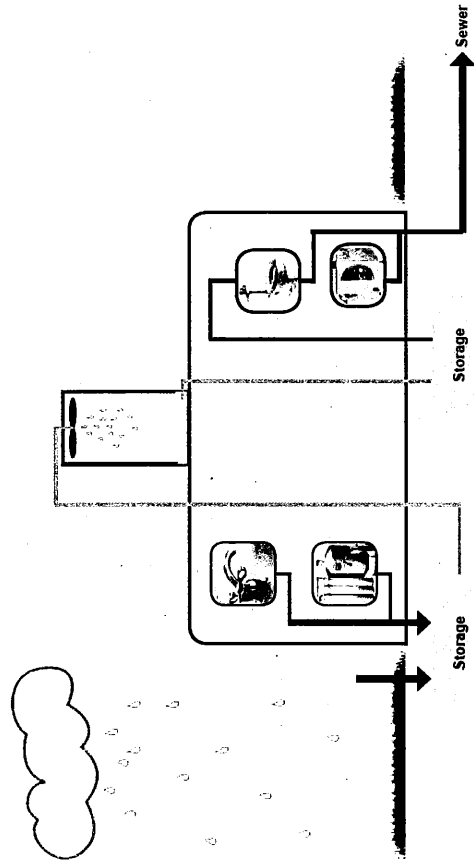
### Rainwater Reuse:

Rainwater is collected from roofs, stored in a cistern and used for flushing, irrigation, or cooling tower make up.

### Greywater Reuse:

Water from showers and some sinks can be collected and reused as greywater to flush toilets or to provide cooling tower make up.

## Cascading Water Reuse



**STEP 1: COLLECT & RECLAIM**  
Rainwater, Greywater from lavatory sinks, RO wastewater from laboratory reverse osmosis (RO) system

**STEP 2: COOLING TOWER REUSE**  
Supply cooling tower make-up from collected and reclaimed water

**STEP 3: FLUSHING & IRRIGATION REUSE**  
Use cooling tower wastewater for toilet flushing and autoclave condensate cooling

## SUSTAINABILITY CHALLENGES TO ADDRESS

### **Snow and Ice Melt for Walkways:**

*The proposed plan of providing walkways clear of snow and ice in the wintertime by means of heating will require a large amount of heating energy and may be a challenge to energy goals. There may however be a way of doing this in an energy efficient way.*

### **Airport Proximity:**

*The resort is proposed to be built in close proximity to the airport. This may pose challenges to outdoor air quality and raise acoustical concerns. Sustainable strategies should be assessed and adapted with these issues in mind. This may impact natural ventilation, operable windows, and other sustainable strategies which reduce the path from the outdoor to the indoor environment.*

### **Smoking:**

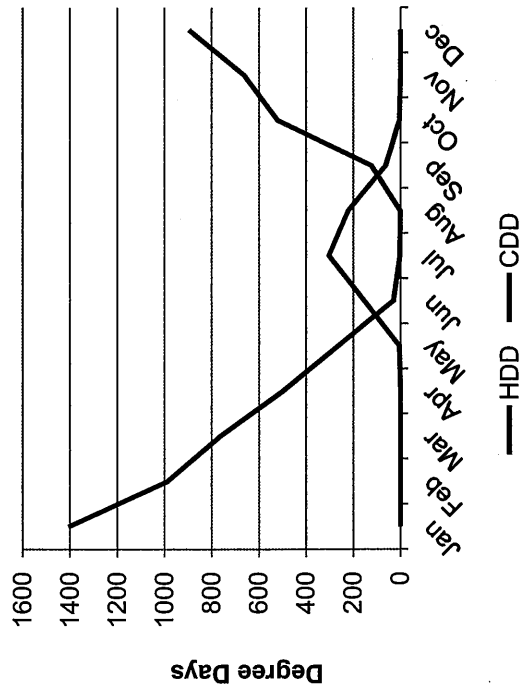
*There are currently smoking rooms depicted on the conceptual design floor plans. Having smoking rooms instead of allowing smoking in the entire complex opens up the ability to achieve LEED, will improve air quality, and will reduce how much outside air and energy the building needs to operate. These smoking rooms will need to be designed to the requirements of LEED IEQ P2 if certification is to be achieved. In addition, outdoor smoking will need to be regulated to certain distances from openings or intakes on the building. If smoking is allowed in the entire complex in the future, LEED may not be achievable and the amount of energy the building needs will most likely increase. This issue should be kept in mind throughout the design process.*

### **Retail Tenants:**

*Retail tenants may not be fully fit out by end of construction and stores and restaurants may change in the future. Retail tenants will still need to meet the requirements of LEED and any owner's sustainability requirements.*

**Climate:**

- In New Windsor, NY cold temperatures are present from late fall to early spring. The summer months have relatively mild temperatures, but cooling will be required for thermal comfort from late spring to early fall.

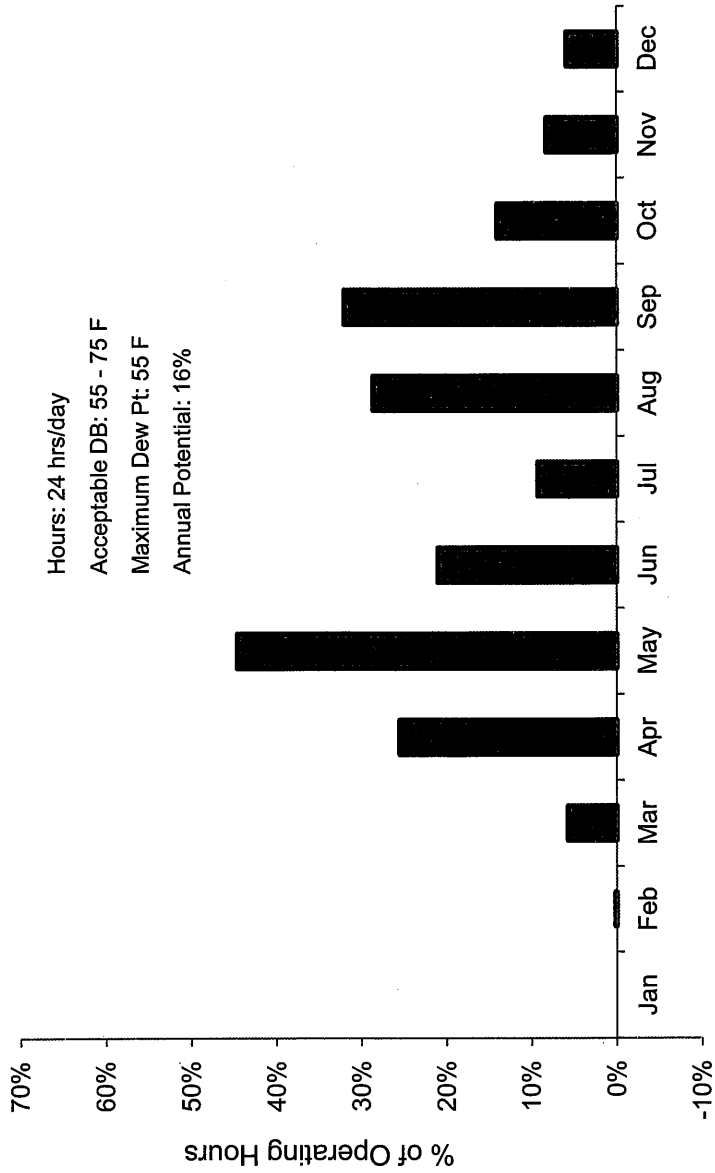


**HDD:** Heating Degree Day – A day in the year with an outside temperature that requires heating

**CDD:** Cooling Degree Day – A day in the year with an outside temperature that requires cooling

	New Windsor, NY	Portland, OR (Temperate)	Phoenix, AZ (Hot Arid)
HDD [F]	6160	4187	996
CDD [F]	751	367	4591

# STUDIES - NATURAL VENTILATION



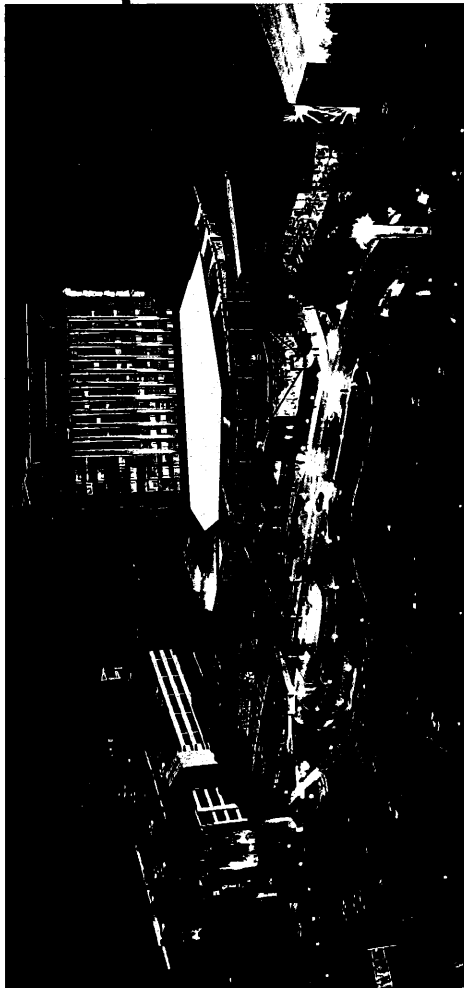
**Natural Ventilation Potential:**

*The months of April, May, June, August, and September offer the greatest potential for natural ventilation. Cold winters and humid summers require HVAC systems to provide cooling and heating.*

*As mentioned in the challenges, the nearby airport may negatively affect air quality and natural ventilation may be a challenge.*



# STUDIES - RAINWATER HARVESTING

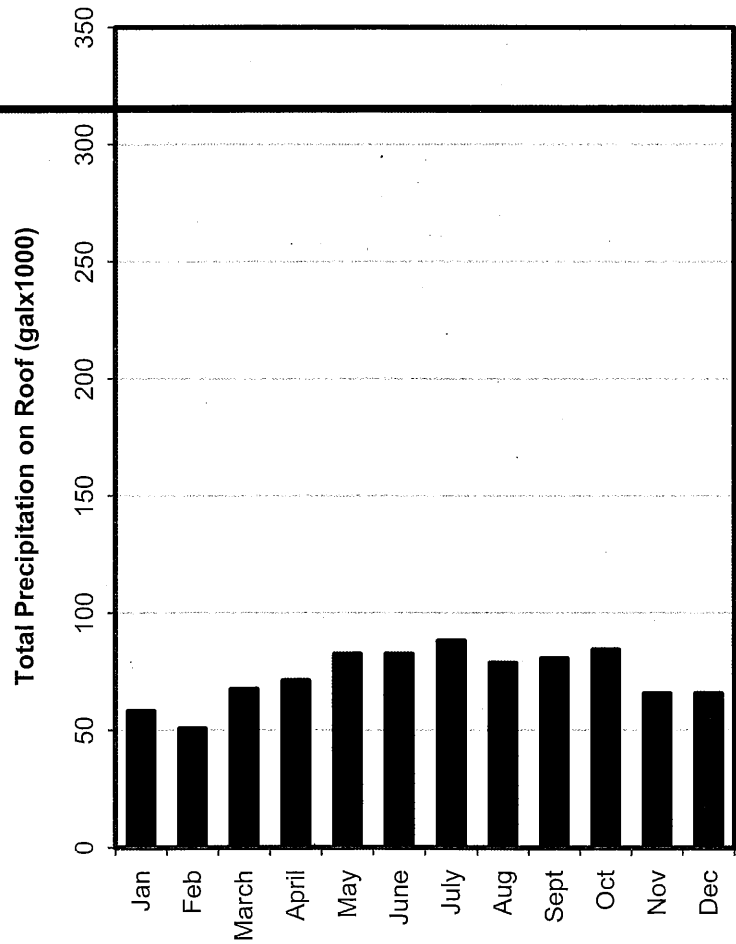


### Estimated Available Roof Area:

The roof area in the yellow highlighted region was seen as potentially available roof area for rainwater harvesting. Approximately 30,000 square feet was estimated to be usable in this area.

The proposed green roof, rooftop parking, mechanical systems, and rooftop patio all reduce the area that rain can be harvested from. This area should be investigated again later when the design is more developed.

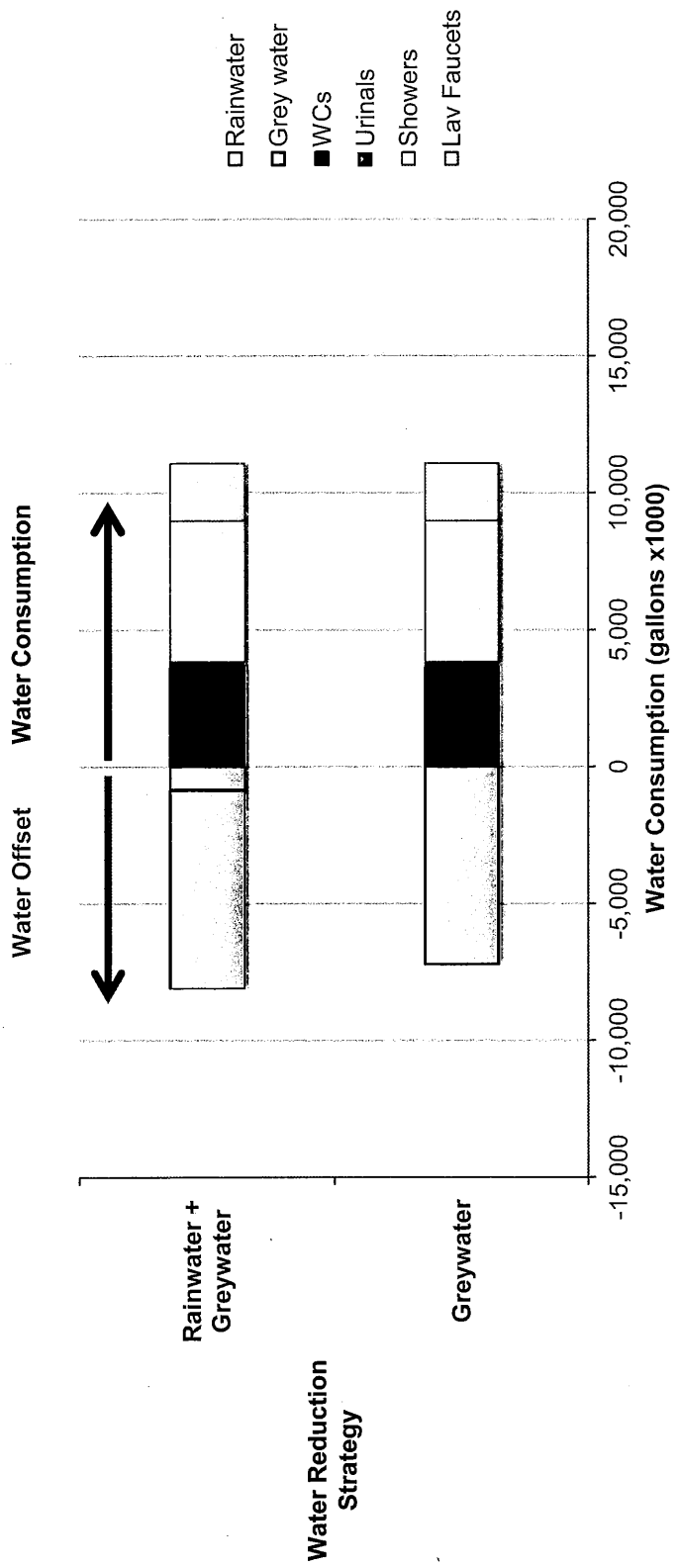
Est. Monthly Flushing Demand



### Rainwater Harvesting Potential:

There is not currently much roof area that is estimated to be available for rainwater harvesting. Due to this, only a small percentage of the building's estimated water needs can be met by rainwater.

# STUDIES - ESTIMATED FIXTURE CONSUMPTION AND REDUCTION STRATEGIES

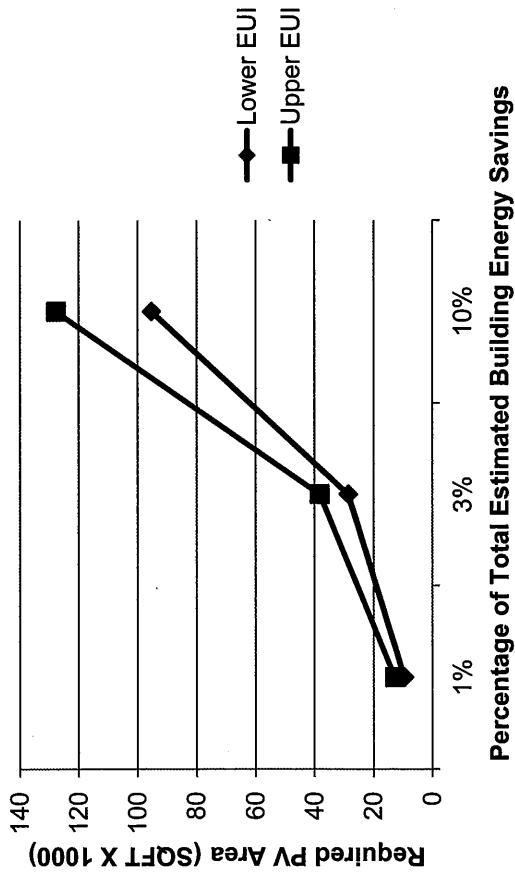


**Greywater Potential**  
 There is a large amount of greywater available due to the number of showers and sinks in the hotel area of the resort. This greywater could be utilized in flushing toilets and as make up for the cooling tower. This is a strategy that should be investigated further.

# STUDIES - SOLAR PANEL ASSESSMENT ASSUMPTIONS

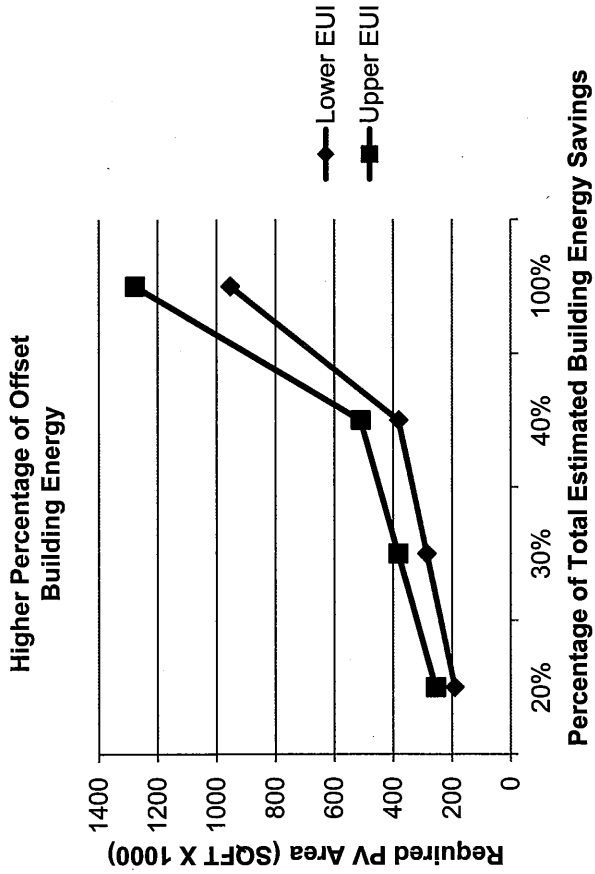
Input Parameter	Proposed Design	Notes
Model Location	New Windsor, NY	Closest major city for study was Binghamton, NY
Panel Orientation (azimuth)	South-facing (180°)	Northern hemisphere
Panel Tilt	33°	Optimal tilt angle
Panel Adjustments	Fixed tilt	Tracking options may be possible for additional cost
Solar Panel Type	Multicrystalline	Good cost to efficiency tradeoff
Packing Factor	2	Allows for Space for Access to Solar Panels
Utility rate	0.1749 dollars/KWH	From EIA
Building Energy Consumption	Range estimated from CBECS and similar building types	
Software	PVWatts Calculator developed by National Renewable Energy Laboratory	

# STUDIES - SOLAR PANEL ASSESSMENT - ESTIMATED AREA REQUIRED



## Photovoltaic Potential

The estimated energy savings for the building against how many square feet of solar panels would be required to get there is shown here. The predicted energy use for the building as well as what percentage of savings is desired affects these numbers greatly. To offset 1% of the total building's energy costs it would require approximately 9,000 to 13,000 square feet of solar panels to be installed.



## EUI

Energy Use Intensity (kwh/sqft). Upper EUI is expected upper limit of what a similar building type would be expected to use for energy. Lower EUI is the expected lower limit.

# APPENDIX A – CONCEPTUAL DESIGN LEED CREDITS OVERVIEW



## LEED 2009 for New Construction and Major Renovations Project Checklist

Conceptual Design - NYS Casino

Y	Z	N	Y	Z	N	Y	Z	N	Y	Z	N
8	4	14									
Y			Prereq 1	Construction Activity Pollution Prevention							
	1		Credit 1	Site Selection	1						Recycled Content
	5		Credit 2	Development Density and Community Connectivity	5						Regional Materials
	1		Credit 3	Brownfield Redevelopment	1						Rapidly Renewable Materials
	6		Credit 4.1	Alternative Transportation—Public Transportation Access	6						Certified Wood
	1		Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1						
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3						
	2		Credit 4.4	Alternative Transportation—Parking Capacity	2						
1			Credit 5.1	Site Development—Protect or Restore Habitat	1						
1			Credit 5.2	Site Development—Maximize Open Space	1						
1			Credit 6.1	Stormwater Design—Quantity Control	1						
1			Credit 6.2	Stormwater Design—Quality Control	1						
1			Credit 7.1	Heat Island Effect—Non-roof	1						
1			Credit 7.2	Heat Island Effect—Roof	1						
	1		Credit 8	Light Pollution Reduction	1						
4	3	3									
Y			Prereq 1	Water Use Reduction—20% Reduction							
2	2		Credit 1	Water Efficient Landscaping	2 to 4						
2	2		Credit 2	Innovative Wastewater Technologies	2						
2	1	1	Credit 3	Water Use Reduction	2 to 4						
9	8	18									
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems							
Y			Prereq 2	Minimum Energy Performance							
Y			Prereq 3	Fundamental Refrigerant Management							
4	6	9	Credit 1	Optimize Energy Performance	1 to 19						
	7		Credit 2	On-Site Renewable Energy	1 to 7						
2			Credit 3	Enhanced Commissioning	2						
2			Credit 4	Enhanced Refrigerant Management	2						
1			Credit 5	Measurement and Verification	3						
2			Credit 6	Green Power	2						
4	1	9									
Y			Prereq 1	Storage and Collection of Recyclables							
3			Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3						
1			Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1						
2			Credit 2	Construction Waste Management	1 to 2						
	2		Credit 3	Materials Reuse	1 to 2						
41	19	52									

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

\* Credits indicated as yes and maybe indicates they are achievable, however this does not guarantee they will be achieved  
 \*\* This scorecard is based on a conceptual design estimate of the project against the LEED NC v2009 core prerequisite and credit requirements



# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

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### Exhibit X.C.3. Energy Efficient Equipment

#### **Exhibit X.C.3 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**

The project design will include Energy Star rated equipment and appliances when available to the market and when it meets the program requirements. High efficiency HVAC equipment that is served by the Energy Star program includes mainly light commercial air conditioners, heat pumps, and boilers. There are many Energy Star appliances currently available to market including commercial appliances, food service equipment and office equipment. The engineered systems are optimized both from an individual equipment performance as well as system wide approach for airside and fluid temperatures. Major equipment motors will be specified as premium efficiency, high efficient variable speeds drives, direct drive motors (to eliminate motor-belt loss), full condensing boilers, heat recovery, and K-rated transformer (to reduce part load losses).

**Exhibit X.C.4 Description of Plans for Management of Storm Water Including any Plans to use Institute for Sustainable Infrastructure Techniques to Minimize Impact of Storm Water and Maximize its Reuse**

The project will be Leadership in Energy and Environmental Design (LEED) certified, which means it will meet standards established by the U.S. Green Building Council (USGBC) for incorporating a range of sustainable approaches to reduce water usage, increase energy efficiency, and maximize economic and environmental performance. The building will employ the use of a green roof. The site will employ rain gardens and various other green infrastructure techniques which will significantly reduce the overall impervious "footprint" of the site and help as both storm water quantity and quality control features. The project will not be located within a floodplain and proposes no impacts to downstream wetlands or habitats. The project will employ both temporary and permanent controls, as outlined in the NYSDEC Standards and Specifications for Erosion and Sediment Control, to minimize potential erosion and sediment impacts from construction activity. Based on the above, and in compliance with the requirements of General Permit, the project would not result in significant storm water drainage or related water quality impacts.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

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### Exhibit X.C.5. Water Conservation

**Exhibit X.C.5 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**

Measures to reduce water consumption are considered, in addition to energy. At the start of the project, a rainwater harvesting study was performed identifying the potential for rainwater collection, grey water collection and water consumption for the project. Water reduction measures include collecting and reusing water on-site such as rainwater and condensate recovery. Water reduction technologies include consideration of low-flow fixtures and water efficient appliances throughout the facilities, specifically with the WaterSense Label. The WaterSense labeling program is similar to the Energy Star labeling program, both are administered by the Environmental Protection Agency.

One key design strategy employed to reduce water consumption by the project is to recover cooling condensate (as the moist air condensing on the dehumidification / cooling coils), utilize that 'cold / free' water to passively cool mechanical spaces and then be delivered to the central utility plant's cooling towers for make-up. This approach significantly reduces the amount of make-up water required during the cooling season.

As the project design matures, we will review the areas where we can maintain water efficiency and conservation. As we mature the design, we will utilize low flow water fixtures, especially in the hotel, and seek to purchase water efficient appliances. Post opening, we will post appropriate water conservation messages to our guests, especially for hotel laundry.



# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

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### Exhibit X.C.6. Renewable Energy

**Exhibit X.C.6 Description of plans for Procuring or Generating On-Site at least ten (10) percent of the Facility's Annual Electricity Consumption from Renewable Energy Sources Qualified by the New York State Energy Research and Development Authority (NYSERDA)**

In the sustainability assessment performed for this project (refer to Exhibit X.C.2), a solar panel assessment was performed to identify the area of photovoltaic panels required to generate on-site energy to off-set the buildings energy demand. The amount of energy consumption for the facility was identified based on historic data provided by CBECs for similar types of program in a similar type of climate. This data was provided in the metric, energy use intensity (EUI) which provides the amount of energy per floor area. From this study it was determined that it would be challenging to generate all ten percent of the facility's annual energy consumption. Therefore, the project is investigating a combination of on-site generation and procuring renewable energy. As the design plan continues, this assessment will seek ways, working with NYSERDA and its Green Bank, to achieve the ten (10) percent procurement requirement.

# New Windsor Casino & Resort, LLC

## Sub-Binder 3: C. Sustainability and Resource Management

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### Exhibit X.C.7. Energy Consumption Monitoring

**Exhibit X.C.7 description of Plans for Developing an Ongoing System that will Submeter and Monitor all Major Sources of Energy Consumption and for Undertaking Regular and Sustained Efforts throughout the Life-Cycle of the Facility**

The project will incorporate meters to measure the operation of the facility for all the major sources of energy consumption. This metered information will then be logged and trended to inform facility operators on overall system efficiency and trends. These trends can be utilized to ensure that the systems and associated equipment are operating properly and mitigate excessive energy/water usage due to improper equipment operation and/or controls. This will allow the facilities team and owners to be proactive in the management of the facility and to continually work on reducing the energy consumption of the facility.

New Windsor Casino & Resort, LLC

Sub-Binder 3: C. Sustainability  
and Resource Management

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Exhibit X.C.8 Domestic Slot Machines

**Exhibit X.C.8 Description of Plans for Purchasing, Whenever Possible, Domestically  
Manufactured Slot Machines for Installation in the Gaming Facility**

The Developer will purchase new and used slot machines which were manufactured domestically. The overall majority, if not all, of slot machines in today's market are assembled in the United States, but do contain parts that were manufactured outside of the United States.