

**2021 -- S 0040 SUBSTITUTE A**

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LC000767/SUB A  
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**STATE OF RHODE ISLAND**

**IN GENERAL ASSEMBLY**

**JANUARY SESSION, A.D. 2021**

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A N A C T

RELATING TO ENABLING THE STATE LOTTERY DIVISION OF THE DEPARTMENT OF  
REVENUE TO CONTRACT WITH IGT GLOBAL SOLUTIONS CORPORATION AND  
TWIN RIVER

Introduced By: Senators Ruggerio, Goodwin, McCaffrey, and Gallo

Date Introduced: January 19, 2021

Referred To: Senate Finance

It is enacted by the General Assembly as follows:

1           SECTION 1(a) Title. This act shall be known as the "Marc A. Crisafulli Economic  
2   Development Act".

3           (b) Purpose. The purpose of this act is, among other things: (a) To authorize the State  
4   Lottery Division of the Department of Revenue (the "Division") to agree to an extension of the  
5   Division's partnership with IGT Global Solutions Corporation, a Delaware corporation ("IGT"),  
6   including maintaining a regional headquarters in the City of Providence, Rhode Island; and (b) To  
7   authorize the Division to agree to an extension of the Division's partnership with the Rhode Island  
8   Affiliates of Bally's Corporation, a Delaware corporation ("Bally"), including an expansion of the  
9   Lincoln Gaming Facility. This act shall be liberally construed to effectuate its purposes.

10          SECTION 2. Definitions.

11          (a) In this act, capitalized terms not otherwise defined shall have the meanings given them  
12   in Section 42-61.2-1 of the General Laws as of the effective date of this act after giving effect to  
13   the amendments thereto pursuant to Section 5 of this act.

14          (b) In this act:

15           (1) "Affiliate" means a Person that directly, or indirectly through one or more  
16   intermediaries, controls, is controlled by or is under common control with a Person;

17           (2) "Control" means the possession, directly or indirectly, of the power to direct or cause  
18   the direction of the management and policies of a Person, whether through the ownership of voting

1 securities, by contract or otherwise;

2 (3) "Eligible Third Party" means any Person which (acting jointly with IGT or Bally or at  
3 the direction of IGT or Bally (as applicable)) owns, leases or finances any of the IGT Investment  
4 Obligation Assets (as defined in Section 3(a)(ix)(A) of this act) or the assets associated with the  
5 Twin River Investment Obligation (as defined in Section 10 of this act);

6 (4) "FTE" means a full time equivalent employee, which, for the purposes of Section 3 of  
7 this act, shall mean 2,080 hours of employment of one or more individuals in a year by IGT or an  
8 Affiliate employed in the State, which hours of employment shall include vacation time, sick time,  
9 disability time, personal time or other time for which an employer in the State must pay the  
10 employee. For purposes of Section 3 of this act, "FTE" shall include, without limitation, employees  
11 of outsourcing and consulting service providers and temporary employees retained through an  
12 employment agency in the State. For employees who are not paid on an hourly basis, each full-time  
13 salaried employee employed for a full year shall be deemed to work 2,080 hours per year, and each  
14 salaried part-time employee shall be deemed to work a proportionate share of the 2,080 hours based  
15 on the hourly commitment set forth in such employee's job description. The hours attributed to  
16 salaried employees shall be prorated for any employees who are employed for less than a full year.

17 (5) "IGT Master Contract" means the Master Contract dated as of May 12, 2003 by and  
18 between the Division and IGT, as amended (authorized pursuant to Chapter 33 of the 2003 Public  
19 Laws);

20 (6) "Joint Venture" means a Delaware limited liability company to be owned by IGT or  
21 Affiliates of IGT and Bally or Affiliates of Bally and controlled by IGT or an Affiliate of IGT,  
22 which Joint Venture shall be regulated by the Division as a Technology Provider; and

23 (7) "Person" means a natural person, corporation, limited liability company, partnership  
24 (general or limited), joint venture, estate, trust or unincorporated association, any federal, state,  
25 county, or municipal government or any bureau, department or agency thereof, any fiduciary acting  
26 in such capacity, on behalf of any of the foregoing, or any other legal or business entity or  
27 organization.

28 SECTION 3. [Authorization and empowerment of State Lottery Division with respect to](#)  
29 [IGT](#). Notwithstanding any provisions of the General Laws of the state or regulations adopted  
30 thereunder to the contrary, including, without limitation, the provisions of Chapter 2 of Title 37,  
31 Chapter 61 of Title 42, and Chapter 64 of Title 42, the Division is hereby authorized and  
32 empowered:

33 (a) To enter into an amendment (the "IGT Master Contract Amendment") to the IGT Master  
34 Contract, which shall extend the term of the IGT Master Contract under the terms and conditions

1 set forth therein, as amended pursuant to Section 3 and Section 4 of this act and as may be otherwise  
2 amended in accordance with its terms, through June 30, 2043 (the "Extended Expiration Date"),  
3 and shall, among other matters:

4 (i) Extend the term of the On-Line Gaming Agreement dated as of January 29, 1997 by and  
5 between IGT and the Division, as amended (including, without limitation, by Section 11 of the IGT  
6 Master Contract) (the "On-Line Lottery Agreement"), under the terms and conditions set forth  
7 therein, as amended pursuant to Section 3 and Section 4 of this act and as may be otherwise  
8 amended in accordance with its terms, through the Extended Expiration Date;

9 (ii) Extend the term of the Video Lottery Central Computer System Agreement dated as of  
10 December 20, 2001 by and between IGT and the Division, as amended (including, without  
11 limitation, by Section 12 of the IGT Master Contract) (the "Video Lottery Agreement"), under the  
12 terms and conditions set forth therein, as amended pursuant to Section 4 of this act and as may be  
13 otherwise amended in accordance with its terms, through the Extended Expiration Date;

14 (iii) Extend the term of the Video Lottery Terminal Technology Provider License  
15 Agreement dated as of September 28, 2000 by and between IGT and the Division, as amended  
16 (including, without limitation, by Section 13 of the IGT Master Contract) (the "VLT Agreement"),  
17 under the terms and conditions set forth therein, as amended pursuant to Section 4 of this act and  
18 as may be otherwise amended in accordance with its terms, through the Extended Expiration Date;

19 (iv) Extend the term of the Instant Ticket Vending Machine Agreement dated October 21,  
20 1999 between IGT and the Division (the "Instant Ticket Vending Machine Agreement"), as  
21 amended (including, without limitation, pursuant to Section 8.2 of the IGT Master Contract), under  
22 the terms and conditions set forth therein, as may be otherwise amended in accordance with its  
23 terms, through the Extended Expiration Date;

24 (v) Extend the term of the Instant Ticket Agreement dated as of June 30, 2016 by and  
25 between the Division and IGT (the "Instant Ticket Agreement"), as amended, under the terms and  
26 conditions set forth therein, as may be otherwise amended in accordance with its terms, through  
27 the Extended Expiration Date;

28 (vi) Extend the term of the Website Services Agreement dated as of January 9, 2019 by  
29 and between the Division and IGT (the "Website Services Agreement") under the terms and  
30 conditions set forth therein, as may be otherwise amended in accordance with its terms, through  
31 the Extended Expiration Date;

32 (vii) Provide for the purchase by IGT from the Division for the price of twenty-seven  
33 million dollars (\$27,000,000) (the "Second Intangible Asset Purchase Price"), thirteen million five  
34 hundred thousand dollars (\$13,500,000) of which shall be paid on or before June 30, 2023 and

1 thirteen million five hundred thousand dollars (\$13,500,000) of which shall be paid on or before  
2 June 30, 2024, of the right of IGT to be the exclusive provider to the Division of products and  
3 services (except with respect to Online sports wagering as otherwise provided by the First  
4 Amendment to the Sports Betting Agreement effective on or about July 5, 2019 between the  
5 Division and IGT, a Nevada corporation, as amended from time to time) pertaining to:

6 (A) Online lottery systems, online lottery terminals and related equipment;

7 (B) Central communication systems;

8 (C) Video Lottery Terminals for the period commencing on January 1, 2023 (the "JV  
9 Effective Date") and expiring on the Extended Expiration Date (with such exclusive rights to be  
10 exercised solely through the Joint Venture pursuant to the assignment effected by the Assignment  
11 and Assumption Agreement (as defined in Section 3(b)(ii) of this act) for the period commencing  
12 on the JV Effective Date and expiring on the Extended Expiration Date);

13 (D) Instant ticket vending machines;

14 (E) Instant tickets;

15 (F) The processing of on line, instant ticket and video lottery transactions;

16 (G) "iLottery" games (traditional online lottery and instant ticket lottery games made  
17 available to players through the use of the internet through computers, mobile applications on  
18 mobile devices or other interactive devices approved by the Division);

19 Notwithstanding subparagraphs (A) through (G) above, the payment of the Second  
20 Intangible Asset Purchase Price shall not entitle IGT to the right to be the exclusive provider of  
21 games (other than traditional online lottery and instant ticket lottery games) through the use of the  
22 internet through computers, mobile applications on mobile devices or other interactive devices  
23 approved by the Division;

24 (viii) Provide that:

25 (A) The rates pursuant to which the Division is obligated to compensate IGT pursuant to  
26 the On-Line Lottery Agreement shall be as follows:

27 Annual Sales	Rate
28 Sales to \$275 million	5.00%
29 Sales from above \$275 million to \$400 million	4.00%
30 Sales above \$400 million	5.00%

31 (B) The rates pursuant to which the Division is obligated to compensate IGT pursuant to  
32 the Video Lottery Agreement, the Instant Ticket Vending Machine Agreement, the Instant Ticket  
33 Agreement and the Website Services Agreement shall remain unchanged;

34 (C) The rates pursuant to which the Division is obligated to compensate IGT prior to the

1 JV Effective Date and the Joint Venture from and after the JV Effective Date pursuant to the VLT  
2 Agreement shall remain unchanged;

3 (ix) Obligate IGT to, among other matters:

4 (A) Invest or cause to be invested by an Affiliate or an Eligible Third Party in the aggregate  
5 at least one hundred fifty-five million dollars (\$155,000,000) in the state (the "Second IGT  
6 Investment Obligation") in connection with acquiring interests in real property, leasehold  
7 improvements of real property and assets acquired in connection with the performance of  
8 obligations under the IGT Master Contract, as amended by the IGT Master Contract Amendment  
9 (the "IGT Amended Master Contract"), including, without limitation: (1) The second intangible  
10 asset purchase price; (2) Video Lottery Terminals purchased by IGT and Affiliates of IGT during  
11 the period commencing on July 1, 2019 and expiring on December 31, 2022; (3) Video Lottery  
12 Terminals purchased by the Joint Venture during the period commencing on the JV Effective Date  
13 and expiring on the Extended Expiration Date (including, without limitation, Video Lottery  
14 Terminals sold by IGT and other Affiliates of IGT); and (4) Goods acquired in connection with the  
15 business operations of IGT or any Affiliate of IGT in the state (the "IGT Investment Obligation  
16 Assets"); provided, however, in no event shall IGT receive credit toward performance of the Second  
17 IGT Investment Obligation more than once in connection with any acquisition;

18 (B) Employ, cause to be employed by an Affiliate or a Person providing outsourcing,  
19 technology consulting or temporary employment services to IGT or an Affiliate, or cause to be self-  
20 employed in the state during each calendar year commencing with 2022 at least one thousand one  
21 hundred (1,100) FTEs (the "Minimum Number of FTEs") calculated in accordance with the  
22 methodology as defined in Section 2(b)(4) of this act established for the purposes of the  
23 Development Agreement between IGT and the Rhode Island Commerce Corporation in effect as  
24 of June 1, 2020, at compensation rates not less than one hundred fifty percent (150%) of the  
25 minimum wage in effect from time to time pursuant to Section 28-12-3 of the General Laws (the  
26 "Employment Obligation");

27 (C) Pay, or cause to be paid by Affiliates or Persons providing outsourcing, technology  
28 consulting or temporary employment services to IGT or an Affiliate, to employees and independent  
29 contractors employed or caused to be self-employed in the state during each calendar year  
30 commencing with 2022 aggregate compensation (which shall include pre-tax deductions made on  
31 behalf of employees) (the "Annual Actual Compensation") not less than the product of: (1) One  
32 thousand one hundred (1,100); (2) Two thousand eighty (2,080); and (3) Two hundred fifty percent  
33 (250%) of the minimum wage in effect from time to time pursuant to Section 28-12-3 of the General  
34 Laws (the "Annual Compensation Obligation");

1 (D) Provide to the Division an annual certification on or before May 1 of each year  
2 certifying that IGT is in compliance with its Employment Obligation for the prior calendar year.  
3 In addition, IGT shall provide to the Division an annual certification on or before May 1 of each  
4 year certifying that IGT is in compliance with its Annual Compensation Obligation for the prior  
5 calendar year; and

6 (E) Not fewer than ninety (90) days prior, inform the Division each time IGT plans to locate  
7 in another state, or relocate from one state to another state thirty (30) or more full-time existing or  
8 new employees that IGT or an Affiliate is not contractually obligated to locate in or relocate to  
9 another state to give the Division the opportunity to make a proposal to IGT that IGT locate in or  
10 relocate to the state such employees (the "Employee Location Obligation");

11 (x) Grant the Division the right to terminate the IGT Amended Master Contract if IGT fails  
12 to perform: the Second IGT Investment Obligation; the Employment Obligation; the Annual  
13 Compensation Obligation; or the Employee Location Obligation in addition to any rights the  
14 Division has to terminate the On-Line Lottery Agreement, the Video Lottery Agreement, the VLT  
15 Agreement, the Instant Ticket Vending Machine Agreement, the Instant Ticket Agreement and the  
16 Website Services Agreement;

17 (xi) Notwithstanding the remedies provided in Section 3(a)(x) of this act, the Division shall  
18 have the right to:

19 (A) assess liquidated damages against IGT if the average number of full-time equivalent  
20 employees (the "LD FTE Average") for each period of three consecutive calendar years  
21 commencing with the three-year period expiring on December 31, 2024, and tested annually  
22 thereafter, is less than the Minimum Number of FTEs. Said liquidated damages shall be equal to  
23 the product of: (1) the difference between the Minimum Number of FTEs and the LD FTE Average  
24 and (2) seven thousand five hundred dollars (\$7,500); and

25 (B) assess liquidated damages against IGT if, for each period of two consecutive calendar  
26 years commencing with the two-year period expiring on December 31, 2023, and tested annually  
27 thereafter, the average of the Annual Actual Compensation for such period (the "LD Compensation  
28 Average") is less than the average of the Annual Compensation Obligation for such period (the  
29 "LD Compensation Obligation Average"). Said liquidated damages shall be in an amount equal to  
30 the product of: (1) twenty percent (20%) and (2) the difference between the LD Compensation  
31 Obligation Average for such period and the LD Compensation Average for such period;

32 (xii) Provide that the provisions regarding the Video Lottery Terminal efficiency process  
33 would be of no further force and effect for the period commencing on the JV Effective Date and  
34 expiring on the Extended Expiration Date, subject to the provisions of Section 4 of this act; and

1 (xiii) Contain such other terms and conditions as the Division and IGT may agree; and

2 (b) To consent to:

3 (i) The irrevocable assignment by IGT to the Joint Venture of:

4 (A) The right to be the exclusive Technology Provider for the period commencing on the  
5 JV Effective Date and expiring on the Extended Expiration Date; and

6 (B) The VLT Agreement, as modified solely by the IGT Master Contract Amendment (the  
7 "Amended VLT Agreement"); and

8 (ii) The assumption by the Joint Venture of the obligations of IGT under the Amended  
9 VLT Agreement pursuant to an assignment and assumption agreement between IGT and the Joint  
10 Venture (the "Assignment and Assumption Agreement"), the terms of which shall be subject to the  
11 review and approval of the Division.

12 (c) Nothing in this act shall be deemed to affect the authority of the Division to regulate  
13 the Joint Venture as a Technology Provider.

14 SECTION 4. [Additional provisions regarding the IGT Master Contract Amendment](#). The  
15 IGT Master Contract Amendment shall also include, but not be limited to, provisions that require  
16 IGT or the Joint Venture (as applicable) to:

17 (a) With respect to Video Lottery Terminals:

18 (1) Regularly update or replace hardware and software; (2) Annually replace a minimum  
19 of six percent (6%) of the Video Lottery Terminals; (3) Provide a minimum of five percent (5%)  
20 of the Video Lottery Terminals with premium or royalty games with such Video Lottery Terminals  
21 performing at less than one hundred fifty percent (150%) of floor average for any calendar year  
22 subject to review by the Division for replacement or modification; (4) For the period commencing  
23 on the JV Effective Date and expiring on the Extended Expiration Date, (a) cause the Joint Venture  
24 to remove five percent (5%) of the Video Lottery Terminals provided as of December 31 of the  
25 preceding year supplied by each supplier to the Joint Venture whose ratio of: (i) The ratio of: (A)  
26 The aggregate Net Terminal Income generated by the Video Lottery Terminals supplied by such  
27 supplier and provided by the Joint Venture during the first thirteen (13) weeks of each calendar  
28 year to (B) The aggregate Net Terminal Income generated by the Video Lottery Terminals provided  
29 by the Joint Venture during such period to; (ii) The ratio of: (A) The number of Video Lottery  
30 Terminals supplied by such supplier and provided by the Joint Venture to (B) The total number of  
31 Video Lottery Terminals provided by the Joint Venture is less than ninety seven percent (97%);  
32 provided, however, that (x) no more than 40% of the Video Lottery Terminals installed at the  
33 Lincoln Gaming Facility and no more than 40% of the Video Lottery Terminals installed at the  
34 Tiverton Gaming Facility on the JV Effective Date shall be Video Lottery Terminals manufactured

1 by IGT or an Affiliate of IGT and (y) Video Lottery Terminals manufactured by IGT or an Affiliate  
2 of IGT shall not be subject to removal for calendar years 2023, 2024 and 2025 and (b) nothing in  
3 this act shall limit the authority of the Division to approve the Video Lottery Terminals and Video  
4 Lottery Games provided by the Joint Venture and which Video Lottery Terminals provided by the  
5 Joint Venture are installed at which locations in the Lincoln Gaming Facility and the Tiverton  
6 Gaming Facility; and (5) For each Marketing Year occurring during the period commencing on  
7 July 1, 2020 and expiring on the Extended Expiration Date, waive its claims against the Division  
8 arising from or in connection with the Consolidated Promotional Points Program, provided that the  
9 aggregate amount of Promotional Points issued in such Marketing Year does not exceed the sum  
10 of: (a) twenty percent (20%) of the aggregate Net Terminal Income for the Lincoln Gaming Facility  
11 and the Tiverton Gaming Facility for the Prior Marketing Year and (b) one million five hundred  
12 thousand dollars (\$1,500,000); and

13 (b) With respect to IGT's online lottery systems and central communication systems,  
14 update and replace hardware and software on schedules agreed to by the Division and IGT in the  
15 IGT Master Contract Amendment, as amended from time to time.

16 SECTION 5. Sections 42-61.2-1, 42-61.2-7 and 42-61.2-14 of the General Laws in Chapter  
17 42-61.2 entitled "Video-Lottery Games, Table Games and Sports Wagering" are hereby amended  
18 to read as follows:

19 **42-61.2-1. Definitions.**

20 For the purpose of this chapter, the following words shall mean:

21 (1) "2017 Budget Act" means 2017 – H 5175 Substitute A, as amended, entitled "An Act  
22 Relating to Making Appropriations for the Support of the State for the Fiscal Year ending June 30,  
23 2018," which Act was signed into law by the Governor of Rhode Island on August 3, 2017.

24 ~~(1)~~(2) "Casino gaming" means any and all table and casino-style games played with cards,  
25 dice, or equipment, for money, credit, or any representative of value; including, but not limited to,  
26 roulette, blackjack, big six, craps, poker, baccarat, paigow, any banking or percentage game, or any  
27 other game ~~or~~ or device included within the definition of Class III gaming as that term is defined  
28 in Section 2703(8) of Title 25 of the United States Code and that is approved by the state through  
29 the division of state lottery.

30 ~~(2)~~(3) "Central communication system" means a system approved by the ~~lottery division~~  
31 Division, linking all ~~video lottery machines~~ Video Lottery Terminals at a ~~licensee~~ licensed video  
32 lottery retailer location to provide auditing program information and any other information  
33 determined by the ~~lottery~~ Division. In addition, the central communications system must provide  
34 all computer hardware and related software necessary for the establishment and implementation of



1 a comprehensive system as required by the ~~division~~ Division. ~~The central communications licensee~~  
2 ~~may provide a maximum of fifty percent (50%) of the video lottery terminals.~~

3 ~~(3)~~(4) "Collegiate sports or athletic event" shall not include a collegiate sports contest or  
4 collegiate athletic event that takes place in Rhode Island or a sports contest or athletic event in  
5 which any Rhode Island college team participates regardless of where the event takes place.

6 (5) "Consolidated promotional points program" means, collectively, the "Initial  
7 Promotional Points Program" and the "Supplementary Promotional Points Program" applicable to  
8 the Lincoln gaming facility and the "Initial Promotional Points Program" and the "Supplementary  
9 Promotional Points Program" applicable to the Tiverton gaming facility, with each of the terms  
10 "Initial Promotional Points Program" and "Supplementary Promotional Points Program" having the  
11 meanings given such terms in the 2017 Budget Act.

12 ~~(4)~~(6) "Credit facilitator" means any employee of a licensed ~~video lottery~~ video lottery  
13 retailer approved in writing by the ~~division~~ Division whose responsibility is to, among other things,  
14 review applications for credit by players, verify information on credit applications, grant, deny, and  
15 suspend credit, establish credit limits, increase and decrease credit limits, and maintain credit files,  
16 all in accordance with this chapter and rules and regulations approved by the ~~division~~ Division.

17 ~~(5)~~(7) "DBR" means the department of business regulation, division of gaming and  
18 athletics licensing, and/or any successor in interest thereto.

19 ~~(6)~~(8) "Director" means the director of the ~~division~~ Division.

20 ~~(7)~~(9) "Division," ~~"division of lottery," "division of lotteries," or "lottery division"~~ means  
21 ~~the division of lotteries within~~ the state lottery division of the department of revenue and/or any  
22 successor in interest thereto.

23 ~~(8)~~(10) "Hosting facility" refers to ~~Twin River~~ the Lincoln gaming facility and the Tiverton  
24 gaming facility.

25 (11) "IGT" means IGT Global Solutions Corporation, a Delaware corporation.

26 ~~(9)~~(12) "Licensed ~~video lottery~~ video lottery retailer" means a pari-mutuel licensee  
27 specifically licensed by the ~~director~~ Director subject to the approval of the ~~division~~ Division to  
28 become a licensed ~~video lottery~~ video lottery retailer.

29 (13) "Lincoln gaming facility" means the gaming and entertainment facility located at 100  
30 Twin River Road in the town of Lincoln, Rhode Island (sometimes referred to as "Twin River" or  
31 the "Twin River gaming facility").

32 (14) "Marketing Year" means the fiscal year of the state.

33 ~~(10)~~(15) "Net table-game revenue" means win from table games minus counterfeit  
34 currency.

1           ~~(11)~~(16) "Net terminal income" means currency placed into a ~~video lottery terminal~~ Video-  
2 Lottery Terminal less credits redeemed for cash by players.

3           ~~(12)~~(17) "Newport Grand" means Newport Grand, LLC, a Rhode Island limited-liability  
4 company, successor to Newport Grand Jai Alai, LLC, and each permitted successor to and assignee  
5 of Newport Grand, LLC under the Newport Grand Master Contract, including, ~~but not limited to~~  
6 without limitation, Premier ~~Entertainment II, LLC~~ (as defined in subsection (25) of this section)  
7 and/or Twin River-Tiverton, ~~LLC~~, (as defined in subsection (40) of this section) provided it is a  
8 pari-mutuel licensee (as defined in § Section 42-61.2-1 et seq.); provided, further, however, where  
9 the context indicates that the term is referring to the physical facility, then it shall mean the gaming  
10 and entertainment facility located at 150 Admiral Kalbfus Road, Newport, Rhode Island.

11           ~~(13)~~(18) "Newport Grand Marketing Year" means each fiscal year of the state or a portion  
12 thereof between November 23, 2010, and the termination date of the Newport Grand Master  
13 Contract.

14           ~~(14)~~(19) "Newport Grand Master Contract" means that certain master ~~video lottery video~~  
15 lottery terminal contract made as of November 23, 2005, by and between the division of lotteries  
16 of the Rhode Island department of administration and Newport Grand, as amended and extended  
17 from time to time as authorized therein and/or as such Newport Grand Master Contract may be  
18 assigned as permitted therein.

19           ~~(15)~~(20) "Online gaming account" means an account opened by a patron that such patron  
20 shall use for the deposit and withdrawal of funds used for online sports wagering.

21           ~~(16)~~(21) "Online sports wagering" means engaging in the act of sports wagering by the  
22 placing of wagers on sporting events or a combination of sporting events, or on the individual  
23 performance statistics of athletes in a sporting event or a combination of sporting events, over the  
24 internet through computers, mobile applications on mobile devices or other interactive devices  
25 approved by the ~~division~~ Division, which wagers are accepted by a server-based gaming system  
26 located at the premises of a hosting facility authorized to accept sports wagers and administer  
27 payoffs of winning sports wagers; all such wagers shall be deemed to be placed and accepted at the  
28 premises of a hosting facility.

29           ~~(17)~~(22) "Online sports-wagering revenue" means:

30           (i) The total of cash or cash equivalents received from online sports wagering minus the  
31 total of:

32           (I) Cash or cash equivalents paid to players as a result of online sports wagering;

33           (II) Marketing expenses related to online sports wagering as agreed to by the ~~division~~  
34 Division, the sports-wagering vendor, and the host facilities, as approved by the ~~division of the~~

1 ~~lottery~~ Division; and

2 (III) Any federal excise taxes (if applicable).

3 (ii) The term does not include any of the following:

4 (I) Counterfeit cash.

5 (II) Coins or currency of other countries received as a result of online sports wagering,  
6 except to the extent that the coins or currency are readily convertible to cash.

7 (III) Cash taken in a fraudulent act perpetrated against a hosting facility or sports-wagering  
8 vendor for which the hosting facility or sports-wagering vendor is not reimbursed.

9 (IV) Free play provided by the hosting facility or sports-wagering vendor as authorized by  
10 the ~~division of the lottery~~ Division to a player and subsequently "won back" by the hosting facility  
11 or sports-wagering vendor, for which the hosting facility or sports-wagering vendor can  
12 demonstrate that it or its affiliate has not been reimbursed in cash.

13 ~~(18)~~(23) "Pari-mutuel licensee" means:

14 (i) An entity licensed pursuant to § Section 41-3.1-3; and/or

15 (ii) An entity licensed pursuant to § Section 41-7-3.

16 ~~(19)~~(24) "Payoff," when used in connection with sports wagering, means cash or cash  
17 equivalents paid to a player as a result of the player's winning a sports wager. A "payoff" is a type  
18 of "prize," as the term "prize" is used in chapters 61, 61.2, and 61.3 of this title.

19 ~~(20)~~(25) "Premier" means Premier Entertainment II, LLC and/or its successor in interest  
20 by reason of the acquisition of the stock, membership interests, or substantially all of the assets of  
21 such entity.

22 (26) "Prior marketing year," means, with respect to a marketing year, the most recent  
23 previous marketing year during which the Division operated a majority of the authorized video  
24 lottery games at each of the Lincoln gaming facility and the Tiverton gaming facility for at least  
25 360 days (or 361 days in the case there are 366 days in such marketing year). For the avoidance of  
26 doubt, because the Division will not have operated a majority of the authorized video lottery games  
27 at the Lincoln gaming facility and at the Tiverton gaming facility for at least 361 days during the  
28 marketing year expiring on June 30, 2020, the prior marketing year with respect to the marketing  
29 year expiring on June 30, 2021 shall be the marketing year expiring on June 30, 2019.

30 (27) "Promotional points" has the meaning given such term in the 2017 Budget Act.

31 ~~(21)~~(28) "Rake" means a set fee or percentage of cash and chips representing cash wagered  
32 in the playing of a nonbanking table game assessed by a table games retailer for providing the  
33 services of a dealer, gaming table, or location, to allow the play of any nonbanking table game.

34 ~~(22)~~(29) "Server-based gaming system" means all hardware, software, and

1 communications devices that comprise a system utilized for the purpose of offering an electronic  
2 platform used in connection with the process of placing and accepting sports wagers.

3 ~~(23)~~(30) "Sporting event" means any professional sport or athletic event, any Olympic or  
4 international sports competition event, and any collegiate sport or athletic event, or any portion  
5 thereof, including, but not limited to, the individual performance statistics of athletes in a sports  
6 event or combination of sports events, except "sports event" shall not include a prohibited sports  
7 event.

8 ~~(24)~~(31) "Sports wagering" means the business of accepting wagers on sporting events or  
9 a combination of sporting events, or on the individual performance statistics of athletes in a sporting  
10 event or combination of sporting events, by any system or method of wagering. The term includes,  
11 but is not limited to, exchange wagering, parlays, over-under, moneyline, pools, and straight bets,  
12 and the term includes the placement of such bets and wagers. However, the term does not include,  
13 without limitation, the following:

14 (i) Lotteries, including ~~video lottery~~ video lottery games and other types of casino gaming  
15 operated by the state, through the ~~division~~ Division, ~~on the date this act is enacted~~ as of June 22,  
16 2018}.

17 (ii) Pari-mutuel betting on the outcome of thoroughbred or harness horse racing, or  
18 greyhound dog racing, including but not limited to, pari-mutuel wagering on a race that is  
19 "simulcast" (as defined in § Section 41-11-1), as regulated elsewhere pursuant to the ~~general laws~~  
20 General Laws, including in chapters 3, 3.1, 4, and 11 of title 41.

21 (iii) Off-track betting on racing events, as regulated elsewhere pursuant to the ~~general laws~~  
22 General Laws, including in chapter 10 of title 41.

23 (iv) Wagering on the respective scores or points of the game of jai alai or pelota and the  
24 sale of pari-mutuel pools related to such games, as regulated elsewhere pursuant to the ~~general laws~~  
25 General Laws, including in chapter 7 of title 41.

26 (v) Lotteries, charitable gaming, games of chance, bingo games, raffles, and pull-tab lottery  
27 tickets, to the extent permitted and regulated pursuant to chapter 19 of title 11.

28 ~~(25)~~(32) "Sports-wagering device" means any mechanical, electrical, or computerized  
29 contrivance, terminal, machine, or other device, apparatus, equipment, or supplies approved by the  
30 ~~division~~ Division and used to conduct sports wagering.

31 ~~(26)~~(33) "Sports-wagering revenue" means:

32 (i) The total of cash or cash equivalents received from sports wagering minus the total of:

33 (I) Cash or cash equivalents paid to players as a result of sports wagering;

34 (II) The annual flat fee to the host communities as defined by § Section 42-61.2-5(c);

1 (III) Marketing expenses related to sports wagering as agreed to by the ~~division~~ Division,  
2 the sports-wagering vendor, and the host facilities, as approved by the ~~division of the lottery~~  
3 Division; and

4 (IV) Any federal excise taxes (if applicable).

5 (ii) The term does not include any of the following:

6 (I) Counterfeit cash.

7 (II) Coins or currency of other countries received as a result of sports wagering, except to  
8 the extent that the coins or currency are readily convertible to cash.

9 (III) Cash taken in a fraudulent act perpetrated against a hosting facility or sports-wagering  
10 vendor for which the hosting facility or sports-wagering vendor is not reimbursed.

11 (IV) Free play provided by the hosting facility or sports-wagering vendor as authorized by  
12 the ~~division of lottery~~ Division to a patron and subsequently "won back" by the hosting facility or  
13 sports-wagering vendor, for which the hosting facility or sports-wagering vendor can demonstrate  
14 that it or its affiliate has not been reimbursed in cash.

15 ~~(27)~~(34) "Sports-wagering vendor" means any entity authorized by the ~~division of lottery~~  
16 Division to operate sports betting on the ~~division's~~ Division's behalf in accordance with this chapter.

17 ~~(28)~~(35) "Table game" or "Table gaming" means that type of casino gaming in which table  
18 games are played for cash or chips representing cash, or any other representation of value that has  
19 been approved by the ~~division of lotteries~~ Division, using cards, dice, or equipment and conducted  
20 by one or more live persons.

21 ~~(29)~~(36) "Table-game retailer" means a retailer authorized to conduct table gaming  
22 pursuant to § Section 42-61.2-2.1 or § Section 42-61.2-2.3.

23 ~~(30)~~(37) "Technology provider" means any individual, partnership, corporation, or  
24 association that designs, manufactures, installs, maintains, distributes, or supplies ~~video lottery~~  
25 ~~machines~~ Video-Lottery Terminals or associated equipment for the sale or use in this state.

26 ~~(31)~~(38) "Tiverton gaming facility" ~~(sometimes referred to as "Twin River Tiverton")~~  
27 means the gaming and entertainment facility located ~~in the town of Tiverton~~ at the intersection of  
28 William S. Canning Boulevard and Stafford Road in the town of Tiverton, Rhode Island  
29 (sometimes referred to as "Twin River-Tiverton").

30 ~~(32)~~(39) "Twin River" (sometimes referred to as "UTGR") means UTGR, Inc., a Delaware  
31 corporation, and each permitted successor to and assignee of UTGR, Inc.; provided ~~further~~,  
32 however, where the context indicates that the term is referring to a physical facility, then "Twin  
33 River" ~~or "Twin River gaming facility"~~ shall mean the ~~gaming and entertainment facility located at~~  
34 ~~100 Twin River Road in Lincoln, Rhode Island~~ Lincoln gaming facility.

1           ~~(33)~~(40) "Twin River-Tiverton" means Twin River-Tiverton, LLC and/or its successor in  
2 interest by reason of the acquisition of the stock, membership interests, or substantially all of the  
3 assets of such entity; provided, however, where the context indicates that the term is referring to a  
4 physical facility, then "Twin River-Tiverton" shall mean the Tiverton gaming facility.

5           (41) "Twin River-Tiverton Marketing Year" has the same meaning as Marketing Year (as  
6 defined in subsection (14) of this section).

7           (42) "Twin River-Tiverton Master Contract" has the same meaning as Newport Grand  
8 Master Contract (as defined in subsection (19) of this section).

9           (43) "UTGR Master Contract" means that certain master video lottery terminal contract  
10 made as of July 1, 2005, by and between the division of lotteries of the Rhode Island department  
11 of administration (now the division of lotteries of the Rhode Island department of revenue) and  
12 Twin River, as amended and extended from time to time as authorized therein and/or as such UTGR  
13 Master Contract may be assigned as permitted therein.

14           (44) "Video Lottery Agreement" means that certain Video Lottery Central Computer  
15 System Agreement dated as of December 20, 2001 by and between IGT and the Division, as  
16 amended, extended, assigned and assumed from time to time.

17           ~~(34)~~(45) "Video-lottery games" means lottery games played on ~~video lottery terminals~~  
18 Video Lottery Terminals controlled by the ~~lottery division~~ Division.

19           ~~(35)~~(46) ~~"Video lottery terminal"~~ "Video lottery terminal" means any electronic  
20 computerized video game machine that, upon the insertion of cash or any other representation of  
21 value that has been approved by the ~~division of lotteries~~ Division, is available to play a video game  
22 authorized by the ~~lottery division~~ Division, and that uses a video display and microprocessors in  
23 which, by chance, the player may receive free games or credits that can be redeemed for cash. The  
24 term does not include a machine that directly dispenses coins, cash, or tokens.

25           (47) "VLT Agreement" means that certain Video Lottery Terminal Technology Provider  
26 License Agreement dated as of September 28, 2000 by and between IGT and the Division, as  
27 amended, extended, assigned and assumed from time to time.

28           **42-61.2-7. Division of revenue.**

29           (a) Notwithstanding the provisions of § Section 42-61-15, the allocation of net terminal  
30 income derived from ~~video lottery~~ video lottery games is as follows:

31           (1) For deposit in the general fund and to the ~~state lottery division~~ Division fund for  
32 administrative purposes: Net, terminal income not otherwise disbursed in accordance with  
33 subdivisions (a)(2) -- (a)(6) inclusive, or otherwise disbursed in accordance with subsections (g)(2)  
34 and (h)(2);

1 (i) Except for the fiscal year ending June 30, 2008, nineteen one hundredths of one percent  
2 (0.19%), up to a maximum of twenty million dollars (\$20,000,000), shall be equally allocated to  
3 the distressed communities (as defined in [§ Section 45-13-12](#)) provided that no eligible community  
4 shall receive more than twenty-five percent (25%) of that community's currently enacted municipal  
5 budget as its share under this specific subsection. Distributions made under this specific subsection  
6 are supplemental to all other distributions made under any portion of ~~general laws~~ [§ General Laws](#)  
7 [Section 45-13-12](#). For the fiscal year ending June 30, 2008, distributions by community shall be  
8 identical to the distributions made in the fiscal year ending June 30, 2007, and shall be made from  
9 general appropriations. For the fiscal year ending June 30, 2009, the total state distribution shall be  
10 the same total amount distributed in the fiscal year ending June 30, 2008, and shall be made from  
11 general appropriations. For the fiscal year ending June 30, 2010, the total state distribution shall be  
12 the same total amount distributed in the fiscal year ending June 30, 2009, and shall be made from  
13 general appropriations, provided, however, that seven hundred eighty-four thousand four hundred  
14 fifty-eight dollars (\$784,458) of the total appropriation shall be distributed equally to each  
15 qualifying distressed community. For each of the fiscal years ending June 30, 2011, June 30, 2012,  
16 and June 30, 2013, seven hundred eighty-four thousand four hundred fifty-eight dollars (\$784,458)  
17 of the total appropriation shall be distributed equally to each qualifying distressed community.

18 (ii) Five one hundredths of one percent (0.05%), up to a maximum of five million dollars  
19 (\$5,000,000), shall be appropriated to property tax relief to fully fund the provisions of [§ Section](#)  
20 [44-33-2.1](#) [repealed]. The maximum credit defined in subdivision [44-33-9\(2\)](#) shall increase to the  
21 maximum amount to the nearest five dollar (\$5.00) increment within the allocation until a  
22 maximum credit of five hundred dollars (\$500) is obtained. In no event shall the exemption in any  
23 fiscal year be less than the prior fiscal year.

24 (iii) One and twenty-two one hundredths of one percent (1.22%) to fund [§ Section 44-34.1-](#)  
25 [1](#), entitled "Motor Vehicle and Trailer Excise Tax Elimination Act of 1998", to the maximum  
26 amount to the nearest two hundred fifty dollar (\$250) increment within the allocation. In no event  
27 shall the exemption in any fiscal year be less than the prior fiscal year.

28 (iv) Except for the fiscal year ending June 30, 2008, ten one hundredths of one percent  
29 (0.10%), to a maximum of ten million dollars (\$10,000,000), for supplemental distribution to  
30 communities not included in subsection (a)(1)(i) distributed proportionately on the basis of general  
31 revenue sharing distributed for that fiscal year. For the fiscal year ending June 30, 2008,  
32 distributions by community shall be identical to the distributions made in the fiscal year ending  
33 June 30, 2007, and shall be made from general appropriations. For the fiscal year ending June 30,  
34 2009, no funding shall be disbursed. For the fiscal year ending June 30, 2010, and thereafter,

1 funding shall be determined by appropriation.

2 (2) To the licensed, ~~video lottery~~ [video lottery](#) retailer:

3 (a)(i) Prior to the effective date of the Newport Grand Master Contract, Newport Grand  
4 twenty-six percent (26%), minus three hundred eighty-four thousand nine hundred ninety-six  
5 dollars (\$384,996);

6 (ii) On and after the effective date of the Newport Grand Master Contract, to the licensed,  
7 ~~video lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master Contract, all sums  
8 due and payable under said Master Contract, minus three hundred eighty-four thousand nine  
9 hundred ninety-six dollars (\$384,996).

10 (iii) Effective July 1, 2013, the rate of net terminal income payable to the licensed, ~~video-~~  
11 ~~lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master Contract shall increase by  
12 two and one quarter percent (2.25%) points. The increase herein shall sunset and expire on June  
13 30, 2015, and the rate in effect as of June 30, 2013, shall be reinstated.

14 (iv)(A) Effective July 1, 2015, the rate of net terminal income payable to the licensed ~~video-~~  
15 ~~lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master Contract shall increase  
16 over the rate in effect as of June 30, 2013, by one and nine-tenths (1.9) percentage points. (i.e., x%  
17 plus 1.9 percentage points equals (x + 1.9)%, where "x%" is the current rate of net terminal income  
18 payable to the licensed, ~~video lottery~~ [video lottery](#) retailer who is a party to the Newport Grand  
19 Master Contract). The dollar amount of additional net terminal income paid to the licensed ~~video-~~  
20 ~~lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master Contract with respect to  
21 any Newport Grand Marketing Year as a result of such increase in rate shall be referred to as  
22 "Additional Newport Grand Marketing NTI."

23 (B) The excess, if any, of marketing expenditures incurred by the licensed, ~~video lottery~~  
24 [video lottery](#) retailer who is a party to the Newport Grand Master Contract with respect to a  
25 Newport Grand Marketing Year over one million four hundred thousand dollars (\$1,400,000) shall  
26 be referred to as the "Newport Grand Marketing Incremental Spend." Beginning with the Newport  
27 Grand Marketing Year that starts on July 1, 2015, after the end of each Newport Grand Marketing  
28 Year, the licensed, ~~video lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master  
29 Contract shall pay to the Division the amount, if any, by which the Additional Newport Grand  
30 Marketing NTI for such Newport Grand Marketing Year exceeds the Newport Grand Marketing  
31 Incremental Spend for such Newport Grand Marketing Year; provided however, that such ~~video-~~  
32 ~~lottery~~ [video lottery](#) retailer's liability to the Division hereunder with respect to any Newport Grand  
33 Marketing Year shall never exceed the Additional Newport Grand Marketing NTI paid to such  
34 ~~video lottery~~ [video lottery](#) retailer with respect to such Newport Grand Marketing Year.



1 The increase in subsection 2(a)(iv) shall sunset and expire upon the commencement of the  
2 operation of casino gaming at Twin River-Tiverton's facility located in the town of Tiverton, and  
3 the rate in effect as of June 30, 2013, shall be reinstated.

4 (b)(i) Prior to the effective date of the UTGR master contract, to the present, licensed,  
5 ~~video lottery~~ [video lottery](#) retailer at Lincoln Park, which is not a party to the UTGR master  
6 contract, twenty-eight and eighty-five one hundredths percent (28.85%), minus seven hundred  
7 sixty-seven thousand six hundred eighty-seven dollars (\$767,687);

8 (ii) On and after the effective date of the UTGR master contract, to the licensed, ~~video-~~  
9 ~~lottery~~ [video lottery](#) retailer that is a party to the UTGR master contract, all sums due and payable  
10 under said master contract minus seven hundred sixty-seven thousand six hundred eighty-seven  
11 dollars (\$767,687).

12 (3)(~~h~~) Except for the period commencing on January 1, 2023 and expiring on June 30, 2043,

13 (i) To the technology providers that are not a party to the GTECH Master Contract as set forth and  
14 referenced in P.L. 2003, ch. 32, seven percent (7%) of the net terminal income of the provider's  
15 terminals; in addition thereto, technology providers that provide premium or licensed proprietary  
16 content or those games that have unique characteristics, such as 3D graphics; unique math/game  
17 play features; or merchandising elements to ~~video lottery~~ [video lottery](#) terminals may receive  
18 incremental compensation, either in the form of a daily fee or as an increased percentage, if all of  
19 the following criteria are met:

20 (A) A licensed, ~~video lottery~~ [video lottery](#) retailer has requested the placement of premium  
21 or licensed proprietary content at its licensed, ~~video lottery~~ [video lottery](#) facility;

22 (B) The division of lottery has determined in its sole discretion that the request is likely to  
23 increase net terminal income or is otherwise important to preserve or enhance the competitiveness  
24 of the licensed, ~~video lottery~~ [video lottery](#) retailer;

25 (C) After approval of the request by the division of lottery, the total number of premium or  
26 licensed, proprietary-content ~~video lottery~~ [video lottery](#) terminals does not exceed ten percent  
27 (10%) of the total number of ~~video lottery~~ [video lottery](#) terminals authorized at the respective  
28 licensed, ~~video lottery~~ [video lottery](#) retailer; and

29 (D) All incremental costs are shared between the division and the respective licensed,  
30 ~~video lottery~~ [video lottery](#) retailer based upon their proportionate allocation of net terminal income.  
31 The division of lottery is hereby authorized to amend agreements with the licensed, ~~video lottery~~  
32 [video lottery](#) retailers, or the technology providers, as applicable, to effect the intent herein.

33 (ii) To contractors that are a party to the master contract as set forth and referenced in P.L.  
34 2003, ch. 32, all sums due and payable under said master contract; and

1 (iii) Notwithstanding paragraphs (i) and (ii), there shall be subtracted proportionately from  
2 the payments to technology providers the sum of six hundred twenty-eight thousand seven hundred  
3 thirty-seven dollars (\$628,737) which shall be distributed pursuant to Section 42-61.2-7(b)(3)(iii).

4 With respect to the period commencing on January 1, 2023 and expiring on June 30, 2043,

5 (i) To the exclusive technology provider, all sums due and payable under the VLT  
6 Agreement;

7 (ii) Notwithstanding paragraph (i), there shall be subtracted from the payments to the  
8 exclusive technology provider the sum of six hundred twenty-eight thousand seven hundred thirty-  
9 seven dollars (\$628,737) which shall be distributed pursuant to Section 42-61.2-7(b)(3)(iii); and

10 (iii) To IGT, all sums due and payable under the Video Lottery Agreement.

11 (4)(A) Until ~~video-lottery~~ video lottery games are no longer operated at the Newport Grand  
12 gaming facility located in Newport, to the city of Newport one and one hundredth percent (1.01%)  
13 of net terminal income of authorized ~~machines~~ Video Lottery Terminals at Newport Grand, except  
14 that effective November 9, 2009, until June 30, 2013, the allocation shall be one and two tenths  
15 percent (1.2%) of net terminal income of authorized ~~machines~~ Video Lottery Terminals at Newport  
16 Grand for each week the facility operates ~~video-lottery~~ video lottery games on a twenty-four-hour  
17 (24) basis for all eligible hours authorized; and

18 (B) Upon commencement of the operation of ~~video-lottery~~ video lottery games at ~~Twin~~  
19 ~~River-Tiverton's facility~~ the Tiverton gaming facility, ~~located in the town of Tiverton~~, to the town  
20 of Tiverton one and forty-five hundredths percent (1.45%) of net terminal income of authorized  
21 ~~machines~~ Video Lottery Terminals at the ~~licensed, video-lottery retailer's facility located in the~~  
22 ~~town of Tiverton~~ Tiverton gaming facility, subject to subsection (g)(2); and

23 (C) To the town of Lincoln, one and twenty-six hundredths percent (1.26%) of net terminal  
24 income of authorized ~~machines~~ Video Lottery Terminals at ~~Twin River~~ the Lincoln gaming facility  
25 except that:

26 (i) Effective November 9, 2009, until June 30, 2013, the allocation shall be one and forty-  
27 five hundredths percent (1.45%) of net terminal income of authorized ~~machines~~ Video Lottery  
28 Terminals at ~~Twin River~~ the Lincoln gaming facility for each week ~~video-lottery~~ video lottery  
29 games are offered on a twenty-four-hour (24) basis for all eligible hours authorized; and

30 (ii) Effective July 1, 2013, provided that the referendum measure authorized by P.L. 2011,  
31 ch. 151, article 25 as amended, section 4, is approved statewide and in the Town of Lincoln, the  
32 allocation shall be one and forty-five hundredths percent (1.45%) of net terminal income of  
33 authorized ~~video-lottery terminals~~ Video Lottery Terminals at ~~Twin River~~ the Lincoln gaming  
34 facility, subject to subsection (h)(2); and

1 (5) To the Narragansett Indian Tribe, seventeen hundredths of one percent (0.17%) of net  
2 terminal income of authorized ~~machines~~ [Video Lottery Terminals](#) at [the Lincoln gaming facility](#)  
3 ~~Park~~, up to a maximum of ten million dollars (\$10,000,000) per year, that shall be paid to the  
4 Narragansett Indian Tribe for the account of a Tribal Development Fund to be used for the purpose  
5 of encouraging and promoting: home ownership and improvement; elderly housing; adult  
6 vocational training; health and social services; childcare; natural resource protection; and economic  
7 development consistent with state law. Provided, however, such distribution shall terminate upon  
8 the opening of any gaming facility in which the Narragansett Indians are entitled to any payments  
9 or other incentives; and provided, further, any monies distributed hereunder shall not be used for,  
10 or spent on, previously contracted debts; and

11 (6) Unclaimed prizes and credits shall remit to the general fund of the state; and

12 (7) Payments into the state's general fund specified in subsections (a)(1) and (a)(6) shall be  
13 made on an estimated monthly basis. Payment shall be made on the tenth day following the close  
14 of the month except for the last month when payment shall be on the last business day.

15 (b) Notwithstanding the above, the amounts payable by the ~~division~~ [Division](#) to UTGR  
16 related to the marketing program described in the UTGR master contract (as such may be amended  
17 from time to time) shall be paid on a frequency agreed by the ~~division~~ [Division](#), but no less  
18 frequently than annually.

19 (c) Notwithstanding anything in this chapter 61.2 of this title to the contrary, the director  
20 is authorized to fund the marketing program as described in the UTGR master contract.

21 (d) Notwithstanding the above, the amounts payable by the ~~division~~ [Division](#) to the  
22 licensed, ~~video lottery~~ [video lottery](#) retailer who is a party to the Newport Grand Master Contract  
23 related to the marketing program described in the Newport Grand Master Contract (as such may be  
24 amended from time to time) shall be paid on a frequency agreed by the ~~division~~ [Division](#), but no  
25 less frequently than annually.

26 (e) Notwithstanding anything in this chapter 61.2 of this title to the contrary, the director  
27 is authorized to fund the marketing program as described in the Newport Grand Master Contract.

28 (f) Notwithstanding the provisions of [§ Section 42-61-15](#), but subject to [§ Section 42-61.2-](#)  
29 [7\(h\)](#), the allocation of net table-game revenue derived from table games at ~~Twin River~~ [the Lincoln](#)  
30 [gaming facility](#) is as follows:

31 (1) For deposit into the state lottery fund for administrative purposes and then the balance  
32 remaining into the general fund:

33 (i) Sixteen percent (16%) of net table-game revenue, except as provided in [§ Section 42-](#)  
34 [61.2-7\(f\)\(1\)\(ii\)](#);

1 (ii) An additional two percent (2%) of net table-game revenue generated at ~~Twin River~~ [the](#)  
2 [Lincoln gaming facility](#) shall be allocated starting from the commencement of table games activities  
3 by such table-game retailer and ending, with respect to such table-game retailer, on the first date  
4 that such table-game retailer's net terminal income for a full state fiscal year is less than such table-  
5 game retailer's net terminal income for the prior state fiscal year, at which point this additional  
6 allocation to the state shall no longer apply to such table-game retailer.

7 (2) To UTGR, net table-game revenue not otherwise disbursed pursuant to subsection  
8 (f)(1); provided, however, on the first date that such table-game retailer's net terminal income for a  
9 full state fiscal year is less than such table-game retailer's net terminal income for the prior state  
10 fiscal year, as set forth in subsection (f)(1)(ii), one percent (1%) of this net table-game revenue  
11 shall be allocated to the town of Lincoln for four (4), consecutive state fiscal years.

12 (g) Notwithstanding the provisions of [§ Section](#) 42-61-15, the allocation of net table-game  
13 revenue derived from table games at the Tiverton [gaming](#) facility ~~owned by Twin River Tiverton~~  
14 is as follows:

15 (1) Subject to subsection (g)(2) of this section, one percent (1%) of net table-game revenue  
16 shall be allocated to the town of Tiverton;

17 (2) Fifteen and one-half percent (15.5%) of net table-game revenue shall be allocated to  
18 the state first for deposit into the state lottery fund for administrative purposes and then the balance  
19 remaining into the general fund; provided however, that beginning with the first state fiscal year  
20 that ~~a facility in the town of~~ Tiverton [gaming facility](#) ~~owned by Twin River Tiverton~~ offers patrons  
21 ~~video lottery~~ [video lottery](#) games and table games for all of such state fiscal year, for that state  
22 fiscal year and each subsequent state fiscal year that such Tiverton [gaming](#) facility offers patrons  
23 ~~video lottery~~ [video lottery](#) games and table games for all of such state fiscal year, if the town of  
24 Tiverton has not received an aggregate of three million dollars (\$3,000,000) in the state fiscal year  
25 from net table-game revenues and net terminal income, combined, generated by ~~such~~ [the](#) Tiverton  
26 [gaming](#) facility, then the state shall make up such shortfall to the town of Tiverton out of the state's  
27 percentage of net table-game revenue set forth in this subsection (g)(2) and net terminal income set  
28 forth in subsections (a)(1) and (a)(6); provided further however, if in any state fiscal year either  
29 ~~video lottery~~ [video lottery](#) games or table games are no longer offered at ~~a facility in the town of~~  
30 Tiverton [gaming facility](#), ~~owned by Twin River Tiverton, LLC~~, then the state shall not be obligated  
31 to make up the shortfall referenced in this subsection (g)(2); and

32 (3) Net, table-game revenue not otherwise disbursed pursuant to subsections (g)(1) and  
33 (g)(2) of this section shall be allocated to Twin River-Tiverton.

34 (h) Notwithstanding the foregoing [§ Section](#) 42-61.2-7(f) and superseding that section

1 effective upon the first date that ~~a facility in the town of~~ Tiverton gaming facility ~~owned by Twin~~  
2 ~~River-Tiverton~~ offers patrons ~~video lottery~~ video lottery games and table games, the allocation of  
3 net table-game revenue derived from table games at ~~the Twin River in~~ Lincoln gaming facility shall  
4 be as follows:

5 (1) Subject to subsection (h)(2), one percent (1%) of net table-game revenue shall be  
6 allocated to the town of Lincoln;

7 (2) Fifteen and one-half percent (15.5%) of net table-game revenue shall be allocated to  
8 the state first for deposit into the state lottery fund for administrative purposes and then the balance  
9 remaining into the general fund; provided however, that beginning with the first state fiscal year  
10 that ~~a facility in the town of Tiverton owned by Twin River-Tiverton~~ the Tiverton gaming facility  
11 offers patrons ~~video lottery~~ video lottery games and table games for all of such state fiscal year, for  
12 that state fiscal year and each subsequent state fiscal year that ~~such~~ the Tiverton gaming facility  
13 offers patrons ~~video lottery~~ video lottery games and table games for all of such state fiscal year, if  
14 the town of Lincoln has not received an aggregate of three million dollars (\$3,000,000) in the state  
15 fiscal year from net table-game revenues and net terminal income, combined, generated by the  
16 ~~Twin River facility in~~ Lincoln gaming facility, then the state shall make up such shortfall to the  
17 town of Lincoln out of the state's percentage of net table-game revenue set forth in this subsection  
18 (h)(2) and net terminal income set forth in subsections (a)(1) and (a)(6); provided further however,  
19 if in any state fiscal year either ~~video lottery~~ video lottery games or table games are no longer  
20 offered at ~~a facility in the town of~~ Tiverton gaming facility, ~~owned by Twin River-Tiverton, LLC,~~  
21 then the state shall not be obligated to make up the shortfall referenced in this subsection (h)(2);  
22 and

23 (3) Net, table-game revenue not otherwise disbursed pursuant to subsections (h)(1) and  
24 (h)(2) shall be allocated to UTGR.

25 **42-61.2-14. Compulsive and problem gambling program.**

26 The Division and the State acknowledge that the vast majority of gaming patrons can enjoy  
27 gambling games responsibly, but that there are certain societal costs associated with gaming by  
28 some individuals who have problems handling the product or services provided. The Division and  
29 the State further understand that it is their duty to act responsibly toward those who cannot  
30 participate conscientiously in gaming. Pursuant to the foregoing, Twin River and ~~Newport-Grand~~  
31 Twin River-Tiverton, in cooperation with the State, shall offer compulsive and problem gambling  
32 programs that include, but are not limited to (a) problem gambling awareness programs for  
33 employees; (b) player self-exclusion program; and (c) promotion of a problem gambling hotline.  
34 Twin River and ~~Newport-Grand (and its successor in interest,~~ Twin River-Tiverton) shall modify

1 their existing compulsive and problem-gambling programs to include table games and sports  
2 wagering to the extent such games are authorized at such facilities. Twin River and ~~Newport Grand~~  
3 ~~(and its successor in interest,~~ Twin River-Tiverton) shall reimburse and pay to the Division no less  
4 than ~~one hundred twenty five thousand dollars (\$125,000)~~ two hundred thousand dollars  
5 (\$200,000) in aggregate annually for compulsive and problem gambling programs established by  
6 the Division. The contribution from each facility shall be determined by the Division.

7 SECTION 6. Authorization and Empowerment of State Lottery Division with respect to  
8 Twin River. Notwithstanding any provisions of the General Laws of the state or regulations adopted  
9 thereunder to the contrary, including, without limitation, the provisions of chapter 2 of title 37,  
10 chapter 61 of title 42, and chapter 64 of title 42, the Division is hereby authorized and empowered  
11 to enter into an amendment to the UTGR Master Contract, or an amended and restated UTGR  
12 Master Contract (the "UTGR Master Contract Amendment"), which shall:

13 (1) Extend the term of the UTGR Master Contract through the Extended Expiration Date  
14 under the terms and conditions set forth therein, as amended pursuant to this Section 6 and as may  
15 be otherwise amended in accordance with its terms;

16 (2) To obligate Twin River to build a fifty thousand (50,000) square foot expansion of the  
17 Lincoln Gaming Facility, which expansion shall be reviewed and approved by the Division;

18 (3) To obligate Twin River (directly or through another affiliate of Bally) to lease at least  
19 twenty thousand (20,000) square feet of commercial space in Providence through at least the  
20 Extended Expiration Date (the "Twin River Providence Lease Obligation");

21 (4) To grant the Division the right to terminate the UTGR Master Contract if:

22 (i) Bally (directly or through another Affiliates of Bally) fails to perform the Twin River  
23 Investment Obligation; or (ii) Twin River fails to perform the Twin River Providence Lease  
24 Obligation, in addition to any rights the Division has to terminate the UTGR Master Contract; and

25 (5) With the prior approval of the Division, consolidate the Initial Promotional Points  
26 Program and the Supplementary Promotional Points Program applicable to the Lincoln Gaming  
27 Facility and the Initial Promotional Points Program and the Supplementary Promotional Points  
28 Program applicable to the Tiverton Gaming Facility into the Consolidated Promotional Points  
29 Program, and further provide that Twin River and Twin River-Tiverton, collectively, and not each  
30 individually, may issue to customers and prospective customers of the Lincoln Gaming Facility  
31 and/or the Tiverton Gaming Facility Promotional Points in an aggregate amount up to the sum of  
32 (a) twenty percent (20%) of the aggregate Net Terminal Income for the Lincoln Gaming Facility  
33 and the Tiverton Gaming Facility for the Prior Marketing Year and (b) one million five hundred  
34 thousand dollars (\$1,500,000), the foregoing superseding and replacing any law applicable to the

1 Lincoln Gaming Facility relating to Promotional Points that Twin River may issue to customers  
2 and prospective customers of the Lincoln Gaming Facility; and

3 (6) Contain such other or such revised terms and conditions as the Division and Twin River  
4 may agree.

5 SECTION 7. [Authorization and Empowerment of State Lottery Division with respect to](#)  
6 [Twin River Tiverton](#). Notwithstanding any provisions of the General Laws of the state or  
7 regulations adopted thereunder to the contrary, including, without limitation, the provisions of  
8 chapter 2 of title 37, chapter 61 of title 42, and chapter 64 of title 42, the Division is hereby  
9 authorized and empowered to enter into an amendment to the Twin River-Tiverton Master  
10 Contract, or an amended and restated Twin River-Tiverton Master Contract (the "Twin River-  
11 Tiverton Master Contract Amendment"), which shall:

12 (1) Extend the term of the Twin River-Tiverton Master Contract through the Extended  
13 Expiration Date under the terms and conditions set forth therein, as amended pursuant to this  
14 Section 7 and as may be otherwise amended in accordance with its terms;

15 (2) With the prior approval of the Division, consolidate the Initial Promotional Points  
16 Program and the Supplementary Promotional Points Program applicable to the Lincoln Gaming  
17 Facility and the Initial Promotional Points Program and the Supplementary Promotional Points  
18 Program applicable to the Tiverton Gaming Facility into the Consolidated Promotional Points  
19 Program, and further provide that Twin River and Twin River-Tiverton, collectively, and not each  
20 individually, may issue to customers and prospective customers of the Lincoln Gaming Facility  
21 and/or the Tiverton Gaming Facility Promotional Points in an aggregate amount up to the sum of  
22 (a) twenty percent (20%) of the aggregate Net Terminal Income for the Lincoln Gaming Facility  
23 and the Tiverton Gaming Facility for the Prior Marketing Year and (b) one million five hundred  
24 thousand dollars (\$1,500,000), the foregoing superseding and replacing any law applicable to the  
25 Tiverton Gaming Facility relating to Promotional Points that Twin River-Tiverton may issue to  
26 customers and prospective customers of the Tiverton Gaming Facility; and

27 (3) Contain such other or such revised terms and conditions as the Division and Twin  
28 River-Tiverton may agree.

29 SECTION 8. [Further authorization and empowerment of State Lottery Division with](#)  
30 [respect to affiliates of Bally](#). Notwithstanding any provisions of the General Laws of the state or  
31 regulations adopted thereunder to the contrary, including, without limitation, the provisions of  
32 chapter 2 of title 37, chapter 61 of title 42, and chapter 64 of title 42, the Division is hereby  
33 authorized and empowered to enter into a contract with Twin River, Twin River-Tiverton or another  
34 Affiliate of Bally (the "Bally Technology Provider License Agreement") whereunder such Affiliate

1 of Bally would be a Technology Provider on or before July 1, 2021 through December 31, 2022,  
2 and have the right to provide, and shall provide, all Video Lottery Terminals provided to the  
3 Division other than those that IGT and its Affiliates have a right to provide pursuant to applicable  
4 law and efficiency formulas existing as of the effective date of this act for the term of the Bally  
5 Technology Provider License Agreement; provided, however, nothing in this act shall limit the  
6 authority of the Division to approve the Video Lottery Terminals and Video Lottery Games  
7 provided pursuant to the Bally Technology Provider License Agreement. The Bally Technology  
8 Provider License Agreement shall contain such other terms and conditions as the Division may  
9 require.

10 SECTION 9. [Naming rights agreement](#). Notwithstanding any provisions of the General  
11 Laws of the state or regulations adopted thereunder to the contrary, the I-195 Redevelopment  
12 District Commission (the "195 Commission") is hereby authorized and empowered to enter into a  
13 contract with an Affiliate of Bally whereunder such Affiliate of Bally would agree to pay two  
14 hundred fifty thousand dollars (\$250,000) in year one, one hundred fifty thousand dollars  
15 (\$150,000) in year two, and one hundred thousand dollars (\$100,000) per year thereafter for the  
16 period from July 1, 2021 and expiring on the Extended Expiration Date, or some portion thereof at  
17 the election of the 195 Commission, for the right during such period to name a park or a portion  
18 thereof within the I-195 Redevelopment District, the naming rights for which are controlled by the  
19 195 Commission, and containing such other terms and conditions as the 195 Commission and the  
20 Affiliate of Bally may agree (the "Naming Rights Agreement"). If the 195 Commission declines to  
21 enter into a Naming Rights Agreement with an Affiliate of Bally, there shall be no adverse effect  
22 to Bally or its Affiliates under this act or any of the agreements referenced in this act.

23 SECTION 10. [Amendments to regulatory agreement involving Bally and affiliates of](#)  
24 [Bally](#). Notwithstanding any provisions of the General Laws of the state or regulations adopted  
25 thereunder to the contrary, the Division and the state of Rhode Island department of business  
26 regulation (the "DBR") are hereby authorized and empowered to enter into an amendment to the  
27 Amended and Restated Regulatory Agreement dated November 13, 2019 among the Division, the  
28 DBR, Bally, Twin River Management Group, Inc., UTGR, Inc. and Twin River-Tiverton, LLC (the  
29 "Amended and Restated Regulatory Agreement"), which amendment (the "Regulatory Agreement  
30 Amendment"), among other things, shall:

- 31 (1) Authorize and permit an Affiliate of Bally to invest in the Joint Venture;
- 32 (2) Authorize and permit Bally or an Affiliate of Bally to pay seven million five hundred  
33 thousand dollars (\$7,500,000) to IGT or the Division (at IGT's election) in connection with the  
34 payment of the Second Intangible Asset Purchase Price;



1 (3) Exclude from financial tests and other covenants in the Amended and Restated  
2 Regulatory Agreement sale-leaseback transactions relating to Rhode Island assets and permitting  
3 such transactions subject to the review and approval of the Division and the DBR subject to the  
4 requirement that the net proceeds received from the sale-leaseback transaction be used to repay  
5 debt unless otherwise approved or agreed by the Division or the DBR and that the buyer-lessor of  
6 the relevant Rhode Island assets be licensed by the Division to assure that the assets continue to  
7 meet all of the regulatory requirements imposed to protect the State's financial interests and the  
8 integrity of the gaming experience;

9 (4) Increase the "Maximum Leverage Ratio" to the lesser of 5.5:1 (or such greater ratio as  
10 the Division and the DBR decide is appropriate to adjust for periods the Lincoln Gaming Facility,  
11 the Tiverton Gaming Facility and other gaming facilities owned by Affiliates of Bally are closed  
12 due to the COVID-19 pandemic) and the consolidated total net leverage ratio specified in the Bally  
13 Credit Agreement (as amended from time to time), but using the methodology set forth in the  
14 Amended and Restated Regulatory Agreement (as amended from time to time) to calculate the  
15 "Leverage Ratio," through the Extended Expiration Date, and, for purposes of calculating the  
16 "Leverage Ratio," for the period beginning on the JV Effective Date and continuing through the  
17 Extended Expiration Date, modify the definition of (a) "Consolidated EBITDA" to include any  
18 income Bally earns from the Joint Venture or records as income under generally accepted  
19 accounting principles as EBITDA and reduce the "VLT Addback" for Bally's proportionate  
20 ownership share of the Joint Venture and (b) "Indebtedness" to exclude "Capital Lease Obligations"  
21 entered into in connection with a sale-leaseback transaction provided that both the transaction and  
22 the use of proceeds occur in accordance with the provisions of subsection (3) of this section (all  
23 terms in quotations in this subsection (4) are as defined in the Amended and Restated Regulatory  
24 Agreement);

25 (5) Authorize and permit an Affiliate of Bally to make capital expenditures to design,  
26 develop and construct the fifty thousand (50,000) square foot expansion of the Lincoln Gaming  
27 Facility;

28 (6) Require Bally and Twin River Management Group, Inc. ("TRMG") to use their best  
29 efforts to locate additional senior management level employees in the state; and further require that  
30 Bally and/or TRMG add no fewer than thirty (30) members of the senior management employees  
31 of Bally and/or TRMG in the state by December 31, 2022 (the "Senior Management Employee  
32 Location Obligation"). Said thirty employees shall be paid, in each calendar year, aggregate  
33 compensation (which shall include pre-tax deductions made on behalf of employees) not less than  
34 the product of: (1) Thirty (30); (2) Two thousand eighty (2,080); and (3) Two hundred fifty percent

1 (250%) of the minimum wage in effect from time to time pursuant to Section 28-12-3 of the General  
2 Laws (the "Senior Management Compensation Obligation"). The Senior Management Employee  
3 Location Obligation and the Senior Management Compensation Obligation shall be in addition to  
4 any other employment requirements in the Amended and Restated Regulatory Agreement (as  
5 amended from time to time) and the General Laws of the state. The Division shall have the right to  
6 access liquidated damages against Bally or TRMG if there is a failure to satisfy the Senior  
7 Management Compensation Obligation for any calendar year, commencing with the calendar year  
8 ending on December 31, 2023. Said liquidated damages shall be equal to the product of (A) the  
9 difference between the actual number of employees less than the thirty employees required under  
10 the Senior Management Employee Location Obligation and (B) seven thousand five hundred  
11 dollars (\$7,500). Bally and/or TRMG shall provide to the Division an annual certification on or  
12 before May 1 of each year certifying that Bally and/or TRMG is in compliance with the  
13 employment obligations under this subsection for the prior calendar year.

14 (7) In addition to Bally's obligations under Section 7.5(d) of the Amended and Restated  
15 Regulatory Agreement, authorize and obligate Bally (directly or through Affiliates of Bally) to  
16 invest or cause to be invested by Bally, an Affiliate of Bally or an Eligible Third Party in the state  
17 during the period between the effective date of the Regulatory Agreement Amendment and the  
18 Extended Expiration Date, in the aggregate at least one hundred million dollars (\$100,000,000) (the  
19 "Twin River Investment Obligation"), which, with the Division's prior approval, shall be expended  
20 in connection with: (i) Expanding and improving the Lincoln Gaming Facility and the Tiverton  
21 Gaming Facility and developing or improving real property surrounding the facilities; (ii)  
22 Performing under the UTGR Master Contract, as amended by the UTGR Master Contract  
23 Amendment; (iii) Performing under the Twin River-Tiverton Master Contract, as amended by the  
24 Twin River-Tiverton Master Contract Amendment; (iv) Performing under the Bally Technology  
25 Provider License Agreement (including, without limitation, all Video Lottery Terminals purchased  
26 by Affiliates of Bally through December 31, 2022); (v) Performing under the Naming Rights  
27 Agreement; (vi) Performing under the Amended and Restated Regulatory Agreement, as amended  
28 by the Regulatory Agreement Amendment; and (vii) performing the Twin River Providence Lease  
29 Obligation; provided, however, in no event shall Bally receive credit toward performance of the  
30 Twin River Investment Obligation more than once in connection with any expenditure; and

31 (8) Authorize and permit Bally and Affiliates of Bally to take such other actions as are  
32 necessary to fulfil the purposes and intention of this act with the agreement or approval of the  
33 Division and the DBR.

34 SECTION 11. [Effective dates of amendments and agreements contemplated by this act.](#)

1 Notwithstanding any provisions of this act or any provision of the General Laws of the state or  
2 regulations adopted thereunder to the contrary: (1) The IGT Master Contract Amendment (which,  
3 among other matters, will extend the term of the VLT Agreement through the Extended Expiration  
4 Date), the UTGR Master Contract Amendment, the Twin River-Tiverton Master Contract  
5 Amendment, and the Regulatory Agreement Amendment shall take effect on the same date; and  
6 (2) No such agreements shall take effect until all such agreements take effect.

7 SECTION 12. [Credit for acquisitions and expenditures.](#) With respect to the performance  
8 of the Second IGT Investment Obligation and the Twin River Investment Obligation under this act,  
9 no acquisition and/or expenditure shall be permitted to be credited to both IGT and Bally. In the  
10 event of a disagreement between IGT and Bally with respect to the allocation of a credit for an  
11 acquisition and/or expenditure, the determination of whether IGT or Bally is allocated said credit  
12 shall be solely determined by the Division.

13 SECTION 13. [Reporting and Compliance.](#)

14 (a) Amendments – The Division shall provide notice of any further amendment(s) or  
15 letter(s) of agreement which alter any of the obligations of IGT, Bally, or the Joint Venture as set  
16 forth in the IGT Master Contract, the IGT Master Contract Amendment, the UTGR Master  
17 Contract, the UTGR Master Contract Amendment, the Twin River-Tiverton Master Contract, or  
18 the Twin River-Tiverton Master Contract Amendment to the Permanent Joint Committee on State  
19 Lottery, the Speaker of the House, and the President of the Senate no later than ten days (10) from  
20 the effective date of such amendment or agreement, along with a summary explanation of what the  
21 amendment or agreement provides and both the fiscal and economic impact of those changes;  
22 provided, however, that no amendment or letter of agreement shall alter or modify, in any way, any  
23 provision of this authorizing legislation.

24 (b) Not less than every two years, the Division shall request the Commerce Corporation to  
25 perform audits to ensure IGT's compliance with its employment and compensation obligations  
26 under the terms and conditions set forth in the IGT Master Contract, the IGT Master Contract  
27 Amendment, and this act, as each may otherwise be amended from time to time. The Commerce  
28 Corporation shall perform said audits and shall forward the completed audit reports to the Division  
29 within thirty (30) days of the end of the measuring period. Within ten (10) days of the date the  
30 Division receives the audit reports from the Commerce Corporation, the Division shall forward a  
31 copy to the Permanent Joint Committee on State Lottery, the Speaker of the House, and the  
32 President of the Senate.

33 (c) Not less than every two years, the Division shall request the Commerce Corporation to  
34 perform audits to ensure Bally's compliance with its employment and compensation obligations

1 under the terms and conditions set forth in the UTGR Master Contract, the UTGR Master Contract  
2 Amendment, the Twin River-Tiverton Master Contract, the Twin River-Tiverton Master Contract  
3 Amendment, the Amended and Restated Regulatory Agreement, and this act, as each may  
4 otherwise be amended from time to time. The Commerce Corporation shall perform said audits and  
5 shall forward the completed audit reports to the Division within thirty (30) days of the end of the  
6 measuring period. Within ten (10) days of the date the Division receives the audit reports from the  
7 Commerce Corporation, the Division shall forward a copy to the Permanent Joint Committee on  
8 State Lottery, the Speaker of the House, and the President of the Senate.

9 (d) Reports of any and all audits performed relating to IGT's, the Joint Venture's, UTGR's,  
10 Twin River's, Twin River-Tiverton's, or another Affiliate of Bally's service as a Technology  
11 Provider's services in the State of Rhode Island shall be forwarded to the Permanent Joint  
12 Committee on State Lottery, the Speaker of the House, and the President of the Senate, within seven  
13 (7) days of the completion of any audit report; provided, however, summaries of IT security, cyber  
14 and penetration audits shall be provided to the General Assembly.

15 (e) Efficiency Reporting – The Division shall prepare an annual efficiency report which  
16 reflects the measure of Video Lottery Terminal performance during the first thirteen (13) weeks of  
17 each calendar year and shall forward said report to the Permanent Joint Committee on State Lottery,  
18 the Speaker of the House, and the President of the Senate on or before May 15th of each calendar  
19 year. Said report shall include an explanation/rationale for any decision by the Division regarding  
20 the allocation or reallocation of Video Lottery Terminals as well as an impact assessment of the  
21 reallocation of Video Lottery Terminals, if any, or of any determination to not make any  
22 reallocation of VLTs.

23 (f) Contract Compliance – The Division shall prepare an annual report summarizing any  
24 findings by the Division of noncompliance with any terms and conditions set forth in the IGT  
25 Master Contract, the IGT Master Contract Amendment, the UTGR Master Contract, the UTGR  
26 Master Contract Amendment, the Twin River-Tiverton Master Contract, or the Twin River-  
27 Tiverton Master Contract Amendment as each may otherwise be amended from time to time and  
28 any penalties assessed and any remedial actions taken by the Division in response to such  
29 noncompliance through the Extended Expiration Date. Said report shall be forwarded to the  
30 Permanent Joint Committee on State Lottery, the Speaker of the House, and the President of the  
31 Senate.

32 SECTION 14. [Inconsistencies](#). Insofar as the provisions of this act are inconsistent with  
33 the provisions of any other general or special law of the state, the provisions of this act shall control.

34 SECTION 15. [Agreement](#). The state and IGT agree that the provisions of this act are not

1 intended to modify in any way the relative rights and obligations of the Division and IGT under the  
2 IGT Master Contract Amendment.

3 SECTION 16. This act shall take effect upon passage.

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LC000767/SUB A  
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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO ENABLING THE STATE LOTTERY DIVISION OF THE DEPARTMENT OF  
REVENUE TO CONTRACT WITH IGT GLOBAL SOLUTIONS CORPORATION AND  
TWIN RIVER

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1           This act would enable the state lottery division of the department of revenue to enter into  
2 a contract extension with IGT Global Solutions Corporation and contract extensions with Twin  
3 River and affiliates of Twin River.

4           This act would take effect upon passage.

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LC000767/SUB A  
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