

**ORDER 2009-50  
IN RE SETTLEMENT AGREEMENT  
BELTERRA CASINO AND RESORT  
09-BT-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

*Approves*

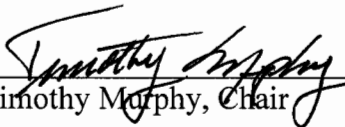
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 19<sup>th</sup> DAY OF MARCH, 2009.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Thomas Swihart, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BELTERRA CASINO AND RESORT** ) **09-BT-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Belterra Casino and Resort (“Beltterra”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

**FINDINGS OF FACT**

**COUNT I**

1. 68 IAC 12-1-3 (10) states that all wiring systems must be designed to prevent tampering and must possess the following requirements and capabilities: (A) Be supplemented with a backup gas generator power source or diesel generator power source, or both, that automatically engages in case of a power failure. (B) Be capable of returning full power within seven (7) to ten (10) seconds after a power failure.
2. 68 IAC 12-1-8 (a)(5) states an activity log must include entries for the following events and notifications received by surveillance employees about the events: (J) Any malfunctions or repair of surveillance equipment.
3. On September 14, 2008, there was a power outage at the casino which resulted in the casino being dark for approximately 5 seconds before emergency lighting was turned on. All slot machines were without power. All table games were closed after all active hands were completed. A Gaming Agent contacted Surveillance to see if they had lost any camera coverage. It was reported that no interruption had occurred; however, a few minutes later, a Surveillance Supervisor notified the Gaming Agent that he had lost all cameras. Another Gaming Agent secured the land bank until surveillance coverage could be restored.
4. Over the course of the next two days, there continued to be disruptions of power. A Gaming Agent requested a surveillance report of the initial blackout and it was determined that a report had not been completed by the Surveillance Supervisor. The Surveillance Supervisor and Surveillance Operator also failed to log the malfunction of surveillance equipment. The Director of Surveillance reported that no surveillance coverage had been lost, only a loss of the monitors. He

reported that the outage occurred at 1340 hrs. The Gaming Agents reviewed the surveillance coverage from the blackout. The footage showed a five second loss of coverage at the time of the outage. The Gaming Agent requested that the tape be played past the outage and it was discovered that coverage was lost again from 1348 hrs to 1353 hrs.

5. A Gaming Agent spoke with the Director of Marine Operations to inquire why there had been a disruption of power to the surveillance coverage during the outage. He stated that surveillance is supposed to be linked to the emergency generator that engages automatically when there is a disruption in electricity. It was later discovered that there are three power supplies linked to surveillance. A battery supply located inside the surveillance room provides electricity immediately after an outage; however, it will only last a few minutes and surveillance should engage the emergency supply when normal power is not restored within a few minutes. Surveillance did not engage the emergency power supply, therefore causing the disruption in surveillance coverage.

## **COUNT II**

6. 68 IAC 6-3-4 requires each casino provide a process whereby enforcement agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a facility. Casinos must refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
7. On November 1, 2008, a Gaming Agent was contacted by a Security Officer regarding a VEP at the cage. The VEP was identified while trying to cash a second check at the casino. The first check had been cashed approximately one hour earlier.

## **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Belterra by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Belterra's approved internal control procedures. The Commission and Belterra hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Belterra. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Belterra shall pay to the Commission a total of \$15,000 (\$10,000 for Count I; and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged


herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.


Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$15,000 and shall waive all rights to further administrative or judicial review.

This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Belterra.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission  
3.18.09  
Date

  
Kevin Kaufman, General Manager  
Belterra Casino and Resort  
3-4-9  
Date