

**MASHANTUCKET PEQUOT TRIBAL LAWS UNANNOTATED
2009-2014 POCKET PART VOLUME 1**

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TITLE 1. JUDICIARY

CHAPTER 1. MASHANTUCKET PEQUOT TRIBAL COURT

1 M.P.T.L. ch. 1 § 4

§ 4. Decisions

a. In all criminal and child welfare matters, the judge shall render her decisions, including findings of fact and conclusions of law within thirty (30) days of any trial or any final oral argument or submission of final written arguments on any motion. If warranted, the judge shall also issue an award.

b. In all other matters, the judge shall render her decisions, including findings of fact and conclusions of law within one hundred twenty (120) days of any trial or any final oral argument or submission of final written arguments on any motion.

c. If a decision has not been rendered twenty (20) days before the deadlines set forth in subsection (b), the clerk shall issue a notice to the presiding judge, the chief judge, and both parties informing them of the deadline and setting a date for

the parties to consent or object to an extension of the deadline for sixty (60) days. Failure to submit written consent will be deemed an objection to the extension.

d. If the parties do not consent to the extension and the presiding judge does not render a decision within the original deadline, the presiding judge will not be assigned any additional matters until the delinquent decision is rendered.

e. In each calendar year and for each judge, the clerk shall track the number of matters before the judge, the average number of days for a decision to be rendered, and the number of decisions not rendered within the limits set out in subsections (a) and (b).

CHAPTER 2. COURT ADMINISTRATION

1 M.P.T.L. ch. 2 § 1

§ 1. Judges

a. Judges of the tribal court shall be appointed by the Tribal Council to serve a term of three years. Judges of the tribal court shall have the following qualifications: highest moral and ethical character; licensed to practice law in the highest court of any state of the United States; at least five years experience as a practicing attorney and/or judge; and significant experience and knowledge in federal Indian and tribal law. The Tribal Council may waive any of the above qualifications in exceptional circumstances.

b. Duties of Judges. Judges shall (1) faithfully uphold the Constitution and Laws of the Tribe; (2) hear and decide all claims properly brought before the court in a judicious, impartial, and efficient manner; and (3) seek continued legal and judicial education, particularly in federal Indian law.

c. The salary of the judges shall be established by the Tribal Council, and once set, shall not be reduced during the length of the appointment. Judges shall not be entitled to participate in any employee bonus compensation plan.

d. The Tribal Council finds that for the impartial and effective administration of justice, the continued independence of the judiciary is indispensable. It is in the interest of the Tribe to foster the dignity and integrity of the judiciary, and to these ends, it is desirable to establish appropriate procedures for the maintenance of judicial discipline, recognizing that the making of unpopular or erroneous decisions is not a sufficient ground for judicial discipline or a finding of a want of judicial integrity. Judges shall be subject to suspension or removal from office for (1) conduct prejudicial to the impartial and effective administration of justice which brings the judicial office in disrepute; (2) violation of any canon of judicial ethics; (3) failure to perform the duties of the office; (4) arrest and/or a final conviction of a felony or of a misdemeanor involving dishonesty or moral turpitude; (5) disbarment or suspension as an attorney at law; or (6) temperament which adversely affects the orderly carriage of justice.

e. Judges may be removed by a majority vote of the Tribal Council at a duly called

meeting where such members are present and vote on the specific issue, provided that the Judicial Committee has first reviewed and investigated the matter giving rise to such removal action.

f. Judges shall be evaluated no less frequently than every three years.

CHAPTER 3. OFFICE OF THE PROSECUTOR

1 M.P.T.L. ch. 3 § 1

§ 1. Definitions

a. The Prosecutor/Special Tribal Advocate shall be appointed by the Tribal Council to serve either a part-time or full-time appointment for a term of three years.

b. The Prosecutor/Special Tribal Advocate shall have the following qualifications: (1) highest moral and ethical character; (2) license to practice law in the state of Connecticut and in the Mashantucket Pequot tribal court; (3) at least five years experience as a practicing attorney and/or judge, preferably in a prosecutorial capacity; and (4) significant experience and knowledge in federal Indian and tribal law. The Tribal Council may waive any of the above qualifications in exceptional circumstances.

c. The Prosecutor/Special Tribal Advocate shall: (1) faithfully uphold the Constitution and laws of the Tribe; (2) diligently present all criminal and child welfare matters, and any other matter as may be designated by tribal law before the tribal court; (3) represent the Tribe, upon the advice and consultation of the Office of Legal Counsel, in Indian child welfare matters in non-tribal forums; (4) present community education programs on subjects relative to the roles and responsibilities of the tribal prosecutor and tribal police; and (5) seek continued legal and judicial education, particularly in federal Indian law.

d. The salary of the Prosecutor/Special Tribal Advocate shall be established by the Tribal Council, and once set, shall not be reduced during the length of the appointment. The Prosecutor/Special Tribal Advocate shall not be entitled to participate in any employee bonus compensation plan.

e. The Prosecutor/Special Tribal Advocate shall be evaluated no less frequently than every three years.

f. The Prosecutor/Special Tribal Advocate may be removed by a majority vote of the Tribal Council at a duly called meeting where such members are present and vote on the specific issue, provided that the Judicial Committee has first reviewed and investigated the matter giving rise to such removal action.

TITLE 2. CRIMINAL LAW

CHAPTER 8. SEX OFFENDER NOTIFICATION AND REGISTRATION [REPEALED]

§§ 1 to 14. Repealed by TCR053112-02 of 09, effective May 31, 2012

TITLE 3. GAMING

CHAPTER 1. GAMING LAW

3 M.P.T.L. ch. 1 § 4

§ 4. Authorization for Gaming Activities

a. Forms of Class III gaming authorized. The Enterprise on behalf of the Tribe may conduct the following types of Class III gaming:

(1) The following games of chance:

(a) Blackjack;

(b) Poker;

(c) Dice;

(d) Money-wheels;

(e) Roulette;

(f) Baccarat;

(g) Chuck-a-luck;

(h) Pan game;

(i) Over and Under;

(j) Horse race game;

(k) Acey-ducey;

(l) Beat the dealer; and

(m) Bouncing ball.

(2) Any bazaar game not listed in subsection (a) (1), but only if conducted solely for merchandise prizes;

- (3) Any lottery game;
- (4) Off-track pari-mutuel betting on animal races;
- (5) Pari-mutuel betting, through simulcasting, on animal races;
- (6) Pari-mutuel betting on jai alai games conducted on the Reservation;
- (7) Pari-mutuel betting on dog racing conducted on the Reservation;
- (8) Pari-mutuel betting on horse racing conducted on the Reservation, but only to the extent authorized in accordance with Section 15 of the Compact;
- (9) Video facsimiles of any game of chance listed in subsection (a)(1), but only to the extent authorized in accordance with Section 15 of the Compact;
- (10) Telephone betting on any lottery game, but only to the extent authorized in accordance with Section 15 of the Compact; and
- (11) Off-track pari-mutuel telephone betting on animal races, but only to the extent authorized in accordance with Section 15 of the Compact.

b. Authority for Class II gaming. In addition to the forms of Class III gaming authorized pursuant to Section (a) hereof, the Tribe shall be authorized to conduct all forms of Class II gaming on the Reservation, including without limitation any form of bingo (whether or not electronic, computer, or other technologic aids are used in connection therewith), pulltabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo so long as played at the same location as bingo.

3 M.P.T.L. ch. 1 § 7

§ 7. Tribal Gaming Commission

a. Establishment of Commission. There shall be established a Mashantucket Pequot Tribal Gaming Commission consisting of a chairman, vice chairman and three other members who shall be appointed by the Tribal Chairman with the advice and consent of the Tribal Council, at least three of whom shall be members of the Tribe, but none of whom shall be employees or directors of the Enterprise, and who shall each serve for a term of three years commencing on the date of their appointment; provided, that the initial members so appointed shall serve for terms deemed to commence on January 31, 1993 and one of the initial members appointed shall be designated to serve for an initial term of one year and one of the initial members appointed shall be designated to serve for an initial term of two years. No less than three members of the Commission shall serve on a full time basis. The Commission shall establish the compensation of members of the Commission with approval of the Tribal Council. Full-time members of the Commission, who are tribal members may be removed for cause by a vote of a majority of the members of the Tribal Council then in office, and upon expiration of their term they shall be reappointed unless the Tribal Council finds cause not to reappoint said members. Members of the Commission who are part time or are not tribal members may be removed by the

Tribal Council with or without cause. Vacancies in the Commission shall be filled by the Tribal Council. No member or employee of the Commission shall participate as a player in any gaming activity conducted by the Tribe.

b. Powers and duties of Commission. The Commission shall have the following powers and duties:

(1) The Commission shall have primary responsibility for oversight of tribal gaming operations to assure the integrity of such operations and shall, for that purpose, employ non-uniformed inspectors who shall be present in all gaming facilities during all hours of operation and who shall be under the sole supervision of the Commission and not to any management employees of the tribal gaming operations. Such inspectors shall have unfettered access to all areas of the gaming facilities at all times, and personnel employed by the Enterprise shall for such purposes provide such inspectors access to locked and secured areas of the gaming facilities in accordance with the standards of maintenance and operation promulgated pursuant to the Compact. Such inspectors shall report to the Commission regarding any failure by the Enterprise to comply with any of the provisions of the Compact or this Law and any other applicable laws of the Tribe. Inspectors assigned by the Commission shall also receive consumer complaints within the gaming facilities and shall assist in seeking voluntary resolution of such complaints. Inspectors appointed by the Commission shall be licensed as gaming employees by the State in accordance with the Compact.

(2) The Commission may on its own initiative investigate any aspect of the operations of the Enterprise in order to protect the public interest in the integrity of such gaming activities and to prevent improper or unlawful conduct in the course of such gaming activities, and shall investigate any report of a failure of the Enterprise to comply with the provisions of the Compact or this Law and may require the Enterprise to take any corrective action deemed necessary by the Commission upon such terms and conditions as the Commission may determine appropriate. The Commission may compel any person employed by or doing business with the Enterprise to appear before it and to provide such information, documents or other materials as may be in their possession to assist in any such investigation.

(3) The Commission shall carry out each of the responsibilities and duties set forth for the tribal gaming agency in the Compact and in the Standards of Operation and Management.

(4) The Commission shall prepare a plan for the protection of public safety and the physical security of patrons in each of its gaming facilities, following consultation and agreement with the state police, setting forth the respective responsibilities of the Commission, the security department of the Enterprise, any tribal police agency, and the state police.

(5) The Commission shall review and approve floor plans and surveillance systems for each gaming facility and shall confer with the State gaming agency regarding the adequacy of such plans and systems.

(6) The Commission shall establish and revise Standards of Operation and Management for Class III gaming activities in accordance with the Compact.

(7) The Commission may issue and revoke licenses for Class II gaming employees in accordance with Section 5(e) (ii) of this Law.

(8) The Commission may issue and revoke licenses to any person providing gaming equipment to the Class II gaming operations of the Enterprise who is not otherwise registered as a gaming service enterprise by the State pursuant to the Compact and who transacts business with the Enterprise with a value in excess of \$50,000 within any two year period. No person shall transact such business without a valid license from the Commission. For purposes of such licensing, the Commission shall apply the same standards as are applied to gaming service enterprises registered by the State pursuant to the Compact. The Commission may conduct such investigation into such enterprises as it deems necessary or appropriate to satisfy such standards.

(9) The Commission shall establish a list of persons barred from the gaming facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Tribe.

(10) The Commission shall approve the rules of each game of chance operated by the Tribe pursuant to Section 7 of the Compact and shall in accordance with the provisions of the Compact notify the State Gaming Agency of such rules and of any change in such rules.

(11) The Commission shall enforce the health and safety standards applicable to the gaming facilities of the Enterprise in accordance with Section 5(d) of this Law. Prior to the opening of any facility for Class III gaming, the Enterprise shall obtain a certificate of compliance from the Commission relating to the Class III gaming facilities. The Commission shall issue a certificate of compliance to the Enterprise upon a determination that the gaming facilities of the Enterprise comply with such standards.

(12) The Commission may impose penalties for violations of this Law, the Compact or the Standards of Operation and Management in accordance with Section 5 of this Law.

(13) The Commission may in the name of the Tribe bring any civil action or criminal complaint in the courts of the State or the United States to enforce the provisions of this Law or to enjoin or otherwise prevent any violation of this Law, the Act or the Compact, occurring on the Reservation.

(14) The Commission may receive any complaint from an employee of the Enterprise or any member of the public who is or claims to be adversely affected by an act or omission of the Enterprise which is asserted to violate this Law, the Compact, or the Standards of Management and Operation adopted pursuant to this Law, and may upon consideration of such complaint order such remedial action as it deems appropriate to bring the Enterprise into compliance with such provisions. The Commission may for this purpose, in its sole discretion, conduct a hearing and receive evidence with regard to such complaint if it deems an evidentiary proceeding useful in the resolution of such complaint.

(15) The Commission may adopt an annual operating budget which shall be subject to the approval of the Tribal Council and may in accordance with said budget employ

such staff from time to time as it deems necessary to fulfill its responsibilities under this Law, and may retain legal counsel and other professional services including investigative services to assist the Commission with respect to any of the issues over which the Commission exercises jurisdiction. The expenses of the Commission in accordance with such budget shall be assessed against the Enterprise and the Enterprise shall pay such assessments to the Tribe.

c. Chairman.

(1) The Tribal Council shall appoint the Chairman of the Commission who shall serve on a full-time basis. The Executive Director or any other member of the Commission acting in the absence of the Chairman may, whenever he deems it necessary to protect the public interest in the integrity of tribal gaming operations, issue in the name of the Commission any order which the Commission has the power to issue, to the Enterprise or to any employee or contractor of the Enterprise or to any other person within the jurisdiction of the Tribe, to take any action or cease and desist from any action as may be required to protect to the public interest; provided, that such order shall be subject to review by the Commission at its earliest opportunity, whereupon it may be confirmed or vacated by the Commission.

(2) Vice Chairman. The Vice Chairman shall, in the absence of the Chairman, have all the powers and duties of the Chairman as described herein.

d. Executive Director. The Commission shall appoint an individual to serve as a full time Executive Director of the Commission to administer its responsibilities on a day to day basis and to oversee inspectors appointed by the Commission as well as such other staff as the Commission may from time to time employ or, in the alternative, assign responsibilities of the Executive Director to various supervisory positions. The Executive Director's role shall include coordination of the functions of the Commission with the state police and the State Gaming Agency. The Chairman may request the Executive Director to conduct a preliminary investigation and render a recommendation to the Commission with respect to the grant or denial of any license, the imposition of any penalty, the investigation of any complaint, or any other action within the jurisdiction of the Commission. The executive director shall have the power, in the name of the Commission, to conduct any hearing, investigation or inquiry, compel the production of any information or documents, and otherwise exercise the investigatory powers of the Commission, which the Commission may exercise under this Law.

e. Procedures of the Commission.

(1) Regular meetings of the Commission may be held upon such notice, or without notice, and at such time and place as shall from time to time be fixed by the Commission. Unless otherwise specified by the Commission, no notice of such regular meetings shall be necessary.

(2) Special meetings of the Commission may be called by the chairman or the executive director. The person or persons calling the special meeting shall fix the time and place thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Commission need to be specified in the notice of the meeting.

(3) At any meeting of the Commission, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission. The chairman shall preside at all meetings of the Commission unless the Chairman designates another member to preside in his absence.

(4) Any action required or permitted to be taken at a meeting of the Commission may be taken without a meeting if all of the members sign written consents setting forth the action taken or to be taken, at anytime before or after the intended effective date of such action. Such consents shall be filed with the minutes of the Commission and shall have the same effect as a unanimous vote or resolution of the Commission at a legal meeting thereof. Any such action taken by unanimous written consents may, but need not be, set forth in such consents in the form of resolutions or votes.

(5) Members of the Commission may participate in a meeting of the Commission by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such matter by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.

(6) No action of the Commission to impose a penalty pursuant to Section 5 of this Law, or to revoke a license for a gaming employee previously issued by the Commission, shall be valid unless the person affected is given at least seven days notice of the proposed action and the opportunity to appear and be heard before the Commission, either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue; provided, that if the Commission deems it necessary to protect the public interest in the integrity of the gaming activities, the Commission may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person as soon as is reasonably practicable following such action. Any person who is denied an initial gaming employee license or who is barred from the gaming facilities by action of the Commission may request a hearing before the Commission by written request submitted within 30 days following receipt of notice of the action of the Commission, and the Commission shall thereupon afford an opportunity to appear and be heard before the Commissions either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue and thereafter the Commission shall either affirm or reconsider its decision. Any hearing conducted under this subsection may at the direction of the Commission be conducted by the executive director or by one or more members of the Commission designated by the Commission for that purpose.

(7) The Commission may adopt such additional procedures and rules as it deems necessary or convenient to govern its affairs and which are consistent with this Law.

3 M.P.T.L. ch. 1 § 9

§ 9. Prohibited Acts

It shall be a violation of this Law for any person to:

- a. Conduct or participate in any Class II or Class III gaming operation on the Reservation other than the Enterprise.
- b. Receive, distribute, apply or divert any property, funds, proceeds or other assets of the Enterprise to the benefit of any individual or any other person except as authorized by this Law and the Resolution of the Tribe establishing the Enterprise.
- c. Tamper with any equipment used in the conduct of tribal gaming operations with the intent to cause any person to win or lose any wager other than in accord with the publicly announced rules of such gaming operations.
- d. Do any other act in connection with the conduct of the tribal gaming operations with the intent to affect the outcome of any wager other than in accord with the publicly announced rules of such gaming operations.
- e. Participate as a player in any regular public bingo game, any lottery, any pari-mutuel wager, games of chance authorized pursuant to Section 4(a)(1) hereof, conducted by the Tribe, while such person is a member of the Tribal Council or employee of the Enterprise. Notwithstanding the preceding restriction, employees of the Enterprise, other than employees holding a State Key Gaming License or otherwise restricted by the Mashantucket Pequot Gaming Commission, may participate as a player in video facsimiles of any game of chance authorized pursuant to Section 4(a)(9) hereof.

TITLE 4. TORT CLAIMS (GAMING ENTERPRISE)

CHAPTER 1

4 M.P.T.L. ch. 1 § 4

§ 4. Awards

In any judgment under this Law against the Gaming Enterprise, the court may award damages as hereinafter provided:

- a. The court may enter an award for actual damages.
- b. For any injury resulting in death, the Court may enter an award for actual damages, but in no event shall the award be less than One Hundred Thousand (\$100,000) Dollars.
- c. In addition to an award for actual damages, the court may enter an award for any injury resulting in permanent significant disfigurement or permanent significant scar of the face, head, or neck, or, on any other area of the body only if the resulting permanent significant disfigurement or permanent significant scar handicaps the claimant in obtaining or continuing to work. In determining an appropriate damage award for a permanent significant disfigurement or permanent significant scar, the

court shall calculate such an award pursuant to 13 M.P.T.L. ch. 4, Sections 12(c) and 12(d);¹ except that when the claimant is not employed, the court shall use the rate of Two Hundred (\$200.00) Dollars per week, without deduction.

d. In addition to an award for actual damages, the court may enter an award for

(1) pain and suffering or mental anguish in an amount which shall not exceed 200% of the actual damages sustained.

(2) for purposes of calculating pain and suffering or mental anguish, actual damages shall include the reasonable value of expenses or losses incurred, notwithstanding offsets resulting from adjustments or write offs based on contractual relationships or other arrangements between third party payors, including but not limited to Medicare or private insurance carriers.

e. No other award or judgment shall enter under this Law, including:

(1) no award based upon a rule of law imposing absolute or strict liability;

(2) no award for punitive or exemplary damages;

(3) no award based upon a claim of loss of consortium; and

(4) no judgment for declaratory or injunctive relief against the Gaming Enterprise.

(5) in causes of action based on negligence, contributory negligence shall not bar recovery in an action by any person or the person's legal representative to recover damages resulting from personal injury, wrongful death or damage to property if the negligence was less than or equal to the combined negligence of the person or persons against whom recovery is sought. Any award for damages to a person shall be reduced in proportion to the person's contributory negligence. However the person shall recover nothing if claimant's contributory negligence is determined to be greater than fifty (50%) percent.

f. In causes of action based on personal injuries resulting from the negligence of a healthcare provider no award or judgment shall exceed Five Million (\$5,000,000.00) Dollars. A "healthcare provider" is defined as any physician, dentist, pharmacist, nurse, physical therapist, clinical psychologist, clinical social worker, professional counselor or emergency medical care attendant or technician, and includes any individuals who provide substantially similar services to those provided by the individuals described above. Healthcare providers shall include anyone who assists any of the above individuals in providing the services and any employer, facility or institution either employing said individuals or engaging them as consultants, independent contractors or otherwise. The limit provided for herein shall be the maximum aggregate recovery for any injury resulting from negligence of a healthcare provider. In the event there are multiple defendants, the total judgment against all defendants combined shall not exceed the maximum provided. Nothing in this Section 4(f) shall alter the method of calculating damages as provided otherwise in this Section 4 subject to the maximum award provided herein.

¹ Workers' Compensation Code

TITLE 5. CHILD WELFARE

CHAPTER 1. CHILD PROTECTION AND FAMILY PRESERVATION LAW

5 M.P.T.L. ch. 1 § 1

§ 1. Findings and Policy

The Mashantucket Pequot Tribe finds that there is no resource more vital to its continued existence and integrity than its Children. The Tribe recognizes that extended family relations are essential components of the tribal community. The Tribe hereby declares that it is the policy of this Nation to protect the health and welfare of Children and families within the Mashantucket Pequot community, to promote the security of community, and to preserve the unity of the family by enhancing the parental capacity for good Child care and development, and providing a continuum of services for Children and families with an emphasis, whenever possible, on prevention, early intervention, and community-based solutions.

For these purposes, the Tribe further declares that is the policy of this Nation to require the reporting of suspected Child neglect and abuse and the investigation of such reports. Further, where needed to secure the safety and well-being of the Child or Children involved, this Law provides for the removal of Children from their families and the placement of such Children in tribally-approved foster or protective care homes, which will reflect the values and culture of the Tribe.

5 M.P.T.L. ch. 1 § 2

§ 2. Supervision Over Welfare of Children

Child Protection Services shall have general supervision over the provision of services to Children and families who require the care and protection of the Tribe.

5 M.P.T.L. ch. 1 § 3

§ 3. Family Court

a. There is hereby established a division of the tribal court to be known as the family court, which shall have exclusive jurisdiction over any Child Custody Proceeding involving a Child who resides, or is domiciled, within the Mashantucket Pequot Reservation, settlement area, or trust lands, or a Child who is a ward of the court, notwithstanding the residence or domicile of the Child. Where the family court asserts jurisdiction over a Child pursuant to this Law, the court shall also have jurisdiction over any adult residing in the Child's home to the extent necessary to issue any orders protecting the best interests of the Child.

b. The family court may take jurisdiction over any Child Custody Proceeding involving a Child who does not reside on, or is not domiciled, on the Mashantucket Pequot Reservation, settlement area, or trust lands. Where the family court asserts jurisdiction over a Child pursuant to this Law, the court shall also have jurisdiction over any adult residing in the Child's home to the extent necessary to issue any orders protecting the best interests of the Child.

c. The family court may accept a transfer of jurisdiction from any court of competent jurisdiction involving a Child custody proceeding of a Child not domiciled or residing within the Reservation, upon the petition of either parent or the Child's custodian, or the Tribe; provided however, that the family court may decline to accept jurisdiction over a Child custody proceeding when there is good cause to decline such jurisdiction. The family court may transfer a Child Custody Proceeding to an appropriate court of competent jurisdiction when the transfer is in the best interests of the Child.

d. In any Child Custody Proceeding in a state court, the Tribe shall have the right to intervene at any point in the proceeding to protect the best interests of the Child.

e. The family court shall have the authority to issue all orders necessary to ensure the safety of Children within the jurisdiction of the Tribe, including, but not limited to, the issuance of subpoenas and orders of restriction, the imposition of fines and sanctions for contempt, and such other orders as may be appropriate. All actions brought under this Law shall be determined by the family court in accordance with tribal law. The court may be guided, but not bound by, the principles of law applicable to similar claims arising under the laws of the state of Connecticut or of the United States.

f. The family court shall give full faith and credit to the public acts, records and judicial decrees applicable to Child Custody Proceedings of any court of competent jurisdiction to the same extent that such court gives full faith and credit to the public acts, records and judicial decrees of the tribal court.

g. Family court judges shall meet the general qualifications for tribal court judges, and, in addition, shall have significant training and experience in Child welfare matters, and be familiar with the Indian Child Welfare Act, 25 U.S.C. §§ 1901-1923, and the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. §§ 3201-3211, 18 U.S.C. § 1169. The family court may establish qualifications for additional court personnel as needed, such as guardians ad litem, court appointed special advocates, and special investigators.

CHAPTER 2. DEFINITIONS

5 M.P.T.L. ch. 2

Ch. 2. Definitions

Unless otherwise required by the context, the following words and phrases shall be defined accordingly:

a. "Abandonment" means the complete lack of parental contact with their Child or marginal contact for twenty-four (24) of the past forty-eight (48) months, and the failure to provide financial support for more than one continuous year. Placement of the Child with a member of the parent's extended family shall not constitute abandonment.

b. "Adult" means a person eighteen (18) years of age or older.

c. "Child" means any unmarried person who is under the age of eighteen (18) years and is either

(1) a member of the Mashantucket Pequot Tribe, or,

(2) eligible for membership in the Tribe and is the biological Child of a member of the Tribe.

d. "Child Abuse" means any case in which a Child is dead or exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma or soft tissue swelling and such condition is not justifiably explained or may not be the product of an accidental occurrence; or a Child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact, or prostitution.

e. "Child Custody Proceeding" means

(1) foster care placement: any action removing a Child from his/her parent or custodian for temporary placement in a foster home or institution or the home of a guardian where the parent or Indian custodian cannot have the Child returned upon demand, but where parental rights have not been terminated;

(2) termination of parental rights: the process by which a parent's rights to his or her Child are legally and permanently terminated;

(3) pre-adoptive placement: the temporary placement of a Child in a foster home or institution after the termination of parental rights, but prior to or in-lieu of adoptive placement; and,

(4) adoptive placement: the permanent placement of a Child for adoption, including any action resulting in a final decree of adoption.

Child Custody Proceeding shall not include a placement based upon an award in a divorce proceeding of custody to one of the parents or intra-family custody dispute.

f. "Child Neglect" means, but is not limited to, negligent treatment or maltreatment of a Child by a person, including a person responsible for the Child's welfare, under circumstances which indicate that the Child's health or welfare is harmed or threatened thereby; and, Abandonment.

g. "Child Protective Services" ("CPS") means the department that has primary responsibility for receiving reports of Children in need of the Tribe's care and protection, making referrals and coordinating the screening and investigation of

suspected Child Neglect and Abuse, and ensuring that Protective Services and related assistance are provided to Children and families.

h. "Custodian/Guardian" means any person who has legal custody of a Child or with whom temporary care, custody and control has been placed, under law, and who is responsible for the health, safety, and welfare of a Child. Such a person has the duty and authority to make major decisions affecting such Child's welfare, including, but not limited to major medical, psychiatric, and surgical treatment.

i. "Domicile" means a person's permanent home, legal, or main residence. The domicile of a Child is generally that of the custodial parent or guardian. A Child shall be considered a domicile of the Mashantucket Pequot Reservation where the Child's custodial parent or guardian considers the Reservation to be her permanent home.

j. "Expert Witness" means a person who is a professional having a recognized education or experience in medicine, sociology, psychology, or other fields relevant to a Child welfare proceeding.

k. "Extended Family" means any person who has reached the age of eighteen (18) and is related to the Indian Child by blood or marriage, or any person recognized by the law or custom of the Tribe.

l. "Foster Home" means any tribally-approved home or facility which provides temporary shelter and related assistance to Children under the supervision of CPS.

m. "Guardian Ad Litem" means any person appointed by the family court to represent and protect the legal rights and interests of the Child in the family court proceedings.

n. "Parent" means a biological or adoptive mother or father, including an unwed father whose paternity has been acknowledged or established in accordance with tribal law or custom.

o. "Protective Services" means assistance provided by CPS after reports or referrals of neglect or abuse have been received and investigated.

p. "Protective Supervision" means the status created by court order following adjudication of neglect or abuse.

q. "Tribal Police" means the Mashantucket Pequot Police Department.

Miscellaneous words listed in singular form may be considered to include the plural form of each word and vice versa except where the context clearly indicates otherwise, and the use of she/her means she or he, her or his.

CHAPTER 3. REPORTING OF CHILD NEGLECT AND ABUSE

5 M.P.T.L. ch. 3 § 1

§ 1. Notification of Child Abuse Reports

Pursuant to the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. §§ 3201-3211, and 18 U.S.C. § 1169, the following procedures shall be followed for reporting Child Abuse or Neglect.

a. Whenever the Tribal Police or CPS receive an initial report or referral from any person of the neglect or abuse of a Child or actions which would reasonably be expected to result in the neglect or abuse of a Child, the receiving agency shall:

(1) immediately notify the appropriate officials of the other agency and the tribal prosecutor of such report and information; and,

(2) submit a copy of the written preliminary report required under subsection (c) of this section to such agency and office.

b. Where an initial report or referral of abuse involves an Indian Child or where the alleged abuser is an Indian and the preliminary report indicates that a criminal violation has occurred, the Tribal Police shall immediately report such occurrence to the Federal Bureau of Investigation.

c. Within thirty-six (36) hours after receiving an initial report or referral of Child Neglect or Abuse, the receiving agency shall prepare a written preliminary report which shall include, if available: the name, address, age, and sex of the Child who is the subject of the report; the grade and the school in which the Child is currently enrolled; the name and address of the Child's parents or other person responsible for the Child's care; the name and address of the alleged offender; the name and address of the person who made the report to the agency; a brief narrative as to the nature and extent of the Child's condition or injuries, including any previously known or suspected neglect or abuse of the Child or the Child's siblings and the date of the suspected neglect or abuse; and, any other information the agency or the person who made the report to the agency believes to be important to the investigation and disposition of the alleged neglect or abuse.

d. Upon receipt of a report alleging neglect or abuse, CPS, in conjunction with the Tribal Police, shall:

(1) when deemed necessary by CPS, convene a Multi-Disciplinary Team ("MDT"), comprised of personnel with experience with incidents of Child Neglect, Abuse, and family violence to provide advice and consultation in these matters;

(2) take immediate and appropriate steps to secure the safety and well-being of the Child or Children involved;

(3) provide appropriate services to the family; and,

(4) complete the investigation and prepare a written final report on such allegation within fifteen (15) business days.

e. If the investigation produces evidence that a Child has been neglected or abused by a person other than the parent or guardian/custodian, the Tribal Police or CPS shall immediately notify the Child's parent or other person responsible for the

Child's care, and any other appropriate law enforcement authority having jurisdiction over the suspected neglect or abuse. If the investigation produces evidence that a Child has been abused by an employee of the Tribe, the Tribal Police or CPS shall notify the director of the appropriate tribal department of such evidence, and the director may suspend such employee, with or without pay, or terminate the employee. The employee shall be entitled to pursue any employment rights provided under the Tribe's personnel policies and procedures.

f. CPS, in conjunction with the Tribal Police, shall develop protocols for the reporting, screening, investigation, and treatment of Child neglect and abuse, and to clarify roles and responsibilities of the tribal departments and agencies involved in Child welfare matters.

5 M.P.T.L. ch. 3 § 2

§ 2. Interviews and Examinations

a. In any case where the Tribal Police or CPS reasonably believe that the Child has been subjected to neglect or abuse, officials of those agencies shall be allowed to take photographs; consent to x-rays, medical and psychological examinations of the Child; and, interview the Child without first obtaining the consent of the parent or guardian/custodian.

b. All examinations and interviews of a Child who may have been subjected to neglect or abuse shall be conducted in such a manner that minimizes additional trauma to the Child.

c. The expense of such examinations and diagnostic tests shall be paid by the parents or guardian/custodian of the Child, or if they are unable to pay, by CPS, which may seek reimbursement according to tribal law.

5 M.P.T.L. ch. 3 § 3

§ 3. Emergency Removal

a. If a Child is in imminent danger from her surroundings and removal from such surroundings is necessary to insure the Child's safety, the Tribal Police or CPS may remove the Child from such surroundings without a court order and place her in protective care or a Foster Home. A Child shall be considered to be in imminent danger when:

(1) the failure to remove the Child may result in an immediate and substantial risk of death, permanent or serious injury, or serious emotional harm to the Child; or,

(2) the Parent or Guardian/Custodian is absent and it appears from the circumstances that the Child's basic necessities of life are not being met, and proper arrangements have not been made by the Parent or Guardian/Custodian to provide for such necessities.

b. When a Child is removed, the Tribal Police or CPS shall make reasonable efforts

to contact the Child's Extended Family.

c. Such removal shall not exceed ninety-six (96) hours, within which time an emergency protective care petition shall be filed with the court or the Child shall be returned to her Parent or Guardian/Custodian.

d. If a petition is filed, the procedures for removal shall be followed, provided that the court shall schedule a hearing on the petition within ten (10) business days from the date the petition was filed.

5 M.P.T.L. ch. 3 § 4

§ 4. Procedures for Removal

a. If the investigation produces evidence that the Child has been neglected or abused and is in need of care, the tribal prosecutor shall file a protective care petition.

b. The petition shall set forth the following:

(1) the name, birth date, sex, residence and tribal affiliation of the Child;

(2) the basis for the court's jurisdiction;

(3) a plain and concise statement of the facts upon which the allegations of neglect or abuse are based, including the date, time and location at which the alleged neglect or abuse occurred;

(4) the names, addresses, and tribal affiliation of the Child's Parents or Guardians/Custodians, if available; and,

(5) if the Child has been placed outside of the home, the facts necessitating the placement, the date and time of the placement, and where and with whom the Child was placed.

c. The court shall schedule a hearing on the petition within twenty (20) business days from the date the petition was filed, unless the Child was removed from the home pursuant to 5 M.P.T.L. ch. 3 § 3, in which case the family court shall schedule the hearing on the petition within ten (10) business days of the filing of the petition. Upon petition or its own initiative, the court may order that a social study of the Child's home and family or an evaluation of matters relevant to the disposition of the case be made.

d. Upon the filing of the petition, the court shall cause a summons to be issued requiring the Parents and any other persons necessary or proper to the proceedings to appear in court at the time and place named therein. The summons and petition shall be personally served upon the party at least ten (10) days before the scheduled hearing. If the party to be served is not within the Reservation boundaries or personal service cannot be effected, the summons and petition may be served by certified or registered mail, with a return receipt requested. The summons shall contain the following information:

- (1) identify the parties and the nature of the proceedings;
- (2) state that the party served shall personally appear before the court and respond to the Petition at a specified date and time; and,
- (3) state that the party has the right to be represented by an attorney/advocate at her own expense in all proceedings under this Law, to introduce evidence, to be heard on her own behalf, to examine witnesses, and to be informed of possible consequences of the proceedings.

5 M.P.T.L. ch. 3 § 5

§ 5. Hearing

The purpose of the hearing is to determine whether or not court intervention and Protective Supervision are necessary to protect the best interests of the Child.

a. The hearing proceedings shall be on the record, but shall be closed to the general public. The Mashantucket Pequot Rules of Evidence and Civil Procedure shall not apply. Specifically,

(1) Any privilege against the disclosure of communications between spouses shall not apply and either party may testify as to any relevant matter.

(2) Evidence that the Child has been neglected or abused or has sustained a non-accidental injury shall constitute prima facie evidence that shall be sufficient to support an adjudication that such Child is in need of Protective Supervision.

b. The Child shall be represented by a Guardian Ad Litem ("GAL") appointed by the family court to speak on behalf of the best interests of the Child. The GAL shall be knowledgeable about the protective, social, and medical needs of the Child and the Child's family. The GAL's fee shall be paid by the Parents or Guardian/Custodian, or if such they are unable to pay, by the court, which may seek reimbursement according to tribal law.

c. Whenever any party intends to call the Child as a witness, it shall notify the court no later than five (5) days before the hearing, unless good cause is shown for short notice to the court. Upon receipt of the notice, the court may direct the Child to be evaluated by an Expert Witness to determine whether testifying in person would cause trauma to the Child.

(1) The Child may be allowed to testify if such testimony will not cause serious emotional or psychological harm to the Child.

(2) If the court determines that such testimony, if given in person, may cause serious emotional or psychological harm to the Child, the Child may testify by means of a videotape deposition or other appropriate method. If the court allows these methods to be utilized, the court shall specifically set out the reasons for this determination on the record.

d. The court shall hear testimony from the parties and make specific findings as

to whether or not the allegations of the petition are supported by the evidence and whether or not the best interests of the Child will be served by court intervention, Protective Supervision, or by removal from her home.

(1) Whenever removal and foster care placement of a Child is recommended, the court must be satisfied that active efforts have been made to provide remedial and rehabilitation services designed to prevent the breakup of the family and that these efforts have proved unsuccessful.

(2) Whenever it appears from the allegations of the petition, supported by a preponderance of the evidence, including the testimony of a qualified Expert Witness and, if available, the testimony of the Parents or Guardian/Custodian, that the Child's condition or the circumstances surrounding her care require that her custody be assumed to safeguard her welfare, the court shall vest in CPS or a qualified person the Child's temporary care and custody.

5 M.P.T.L. ch. 3 § 6

§ 6. Court Findings

a. The court shall enter a written order with specific findings of fact and conclusions of law.

b. If the court concludes that removal or continued out of the home placement is not warranted, the Child shall be returned immediately to the custody of her Parents or Custodian/Guardian; provided however, that the court may define the terms and conditions for returning the Child to her home, including continued court jurisdiction and Protective Supervision.

c. If, pursuant to Section 5(c) (2), the court finds that removal or continued removal is in the best interests of the Child, the court shall determine:

(1) the proper placement of the Child;

(2) the services or treatment to be provided to the Child and the Child's family to help address the circumstances underlying the removal; and,

(3) the terms and conditions for placement of the Child, returning the Child to her home, and family visitation.

d. Where the evidence demonstrates that the activities of a particular person in the household are the basis for the court's finding that removal of the Child is required, the court may, pursuant to its civil regulatory authority, issue a restraining order preventing that person from residing in the residence in lieu of removing the Child.

e. The expense for any temporary care and custody shall be paid by the Parents or Guardian/Custodian, or if they are unable to pay, by CPS which may seek reimbursement according to tribal law.

5 M.P.T.L. ch. 3 § 7

§ 7. Review of Placement and Supervision

a. The court may exercise continuing jurisdiction over the supervision of such Child Custody Proceeding for so long as it deems necessary to protect the Child's best interests. The status of all Children who have come within the supervision of the court shall be reviewed by the court at least every three (3) months at a hearing to determine whether or not the placement conditions have been met and whether or not court supervision shall continue.

b. The first review following a formal hearing on the petition shall be held within forty-five (45) business days of the court's decision.

c. If continued court supervision and intervention is necessary, the court shall set forth the following in a written order:

(1) what services have been provided or offered to the Parents or Guardian/Custodian to help address the circumstances underlying the removal;

(2) the extent of the Parent or Guardian/Custodian involvement with the Child or any reason why visitation and/or contact has been infrequent or not otherwise occurred;

(3) whether or not the Parents or Guardian/Custodian have been cooperative with the court;

(4) whether or not the Parents or Guardian/Custodian should be required to participate in any additional treatment programs to help correct the underlying circumstances;

(5) define a time frame in which the family can reasonably expect to be reunited, provided the circumstances underlying the removal have been satisfactorily addressed; and,

(6) any additional steps the court deems necessary and appropriate.

5 M.P.T.L. ch. 3 § 8

§ 8. Placement Preferences

a. Whenever the court has adjudicated a Child to be in need of protective or foster care, the Child shall be placed in the least restrictive setting which most approximates a family, and in which her special needs, if any, may be met. The Child shall also be placed within reasonable proximity to her home, taking into account any special needs of the Child. A placement preference shall be given, in the absence of good cause to the contrary and taking into consideration the Child's age and maturity, to a placement with:

(1) members of the Child's family or Extended Family;

(2) other members of the Mashantucket Pequot Tribe;

(3) a tribally-approved Foster Home or facility for Children which has a program suitable to meet the Child's needs; or,

(4) other Indian families.

b. Where a Child is placed outside of the tribal community, the tribal court shall include in its order provisions for continuing contact between the Child and the tribal community.

5 M.P.T.L. ch. 3 § 9

§ 9. Emergency Authorization of Medical Treatment

a. This section shall apply to the emergency removal of a Child who is in imminent danger.

b. When a physician indicates that in her professional opinion, the life of the Child would be greatly endangered or that there is a strong likelihood that the Child would suffer permanent and/or serious harm without specified treatment, the Protective Care or foster care parent, or the family court, on an ex parte basis, may authorize emergency medical treatment. Every effort shall be made to contact the Child's Parents before authorization is given. The Child's Parents or an extended member of the Child's family shall be notified of the emergency treatment immediately thereafter.

5 M.P.T.L. ch. 3 § 10

§ 10. Confidentiality and Records

a. The identity of any person making a report of suspected Child Neglect or Abuse shall not be disclosed, without the consent of the individual, to any person other than a court of competent jurisdiction or an employee of the tribe, or state or federal government, who needs to know the information in the performance of such employee's duties.

b. Pursuant to 25 U.S.C. § 3205 and 20 U.S.C. § 1232g, or any other provision of law, agencies of the tribe that investigate and treat incidents of Child Abuse may provide information and records to those agencies of any other tribe, state, or the federal government that need to know the information in the performance of their duties.

c. CPS, the Tribal Police, and family court shall preserve a record of all investigative reports, interviews, documentary evidence, and hearings for each matter for twenty-five (25) years from the close-out of the matter.

d. All of these records shall be confidential and shall not be open to inspection, except by those personnel directly involved in handling the case, the Bureau of Indian Affairs, or any other person, having a legitimate interest in the particular case or work of the court, by order of the court.

5 M.P.T.L. ch. 3 § 11

§ 11. Modification, Revocation or Extension of Court Orders

a. Upon a motion of any party to the proceeding or any other person or entity who would have had the right to be a party to the proceeding, the court may conduct a hearing to modify, revoke, or extend a court order made under this Law.

b. Any hearing to modify, revoke or extend a court order shall be held in accordance with the procedures established by the family court.

5 M.P.T.L. ch. 3 § 12

§ 12. Appeals

Appeals from decisions by the family court under this Law may be made by any party in accordance with the rules governing the Mashantucket Pequot Tribe Court of Appeals.

CHAPTER 4. GUARDIANSHIP

5 M.P.T.L. ch. 4 § 1

§ 1. Appointment of Guardians

If a Child is under the age of fourteen (14) years, the family court may appoint a guardian over the person of a Child. If the Child is fourteen (14) years of age or older, she may nominate her own guardian who, if approved by the family court, shall be appointed accordingly. If the guardian nominated by the Child is not approved by the court, or if the Child resides outside of the Reservation, or if, after being duly cited by the court, the Child fails to nominate a suitable person, the court may nominate and appoint the guardian in the same manner as if the Child were under the age of fourteen (14) years.

5 M.P.T.L. ch. 4 § 2

§ 2. Guardianship Petition

a. The petition for guardianship may be filed by any of the following persons:

- (1) either or both Parents, including a Parent who is a minor;
- (2) the tribal prosecutor on behalf of the Tribe;
- (3) any person possessing a legitimate interest in the matter.

b. The petition for guardianship shall include the following information:

- (1) the name, sex, date and place of birth, present address and tribal affiliation of the Child who is the proposed ward;
- (2) the name and address of the petitioner, and the nature of the relationship between the petitioner and the Child;
- (3) the names, dates of birth, address, tribal affiliation of the Child's Parents;
- (4) the name of the person or agency of the proposed guardian;
- (5) if the Parent of the Child is a minor, the names and addresses of the parents or guardian of the Parent;
- (6) the name and address of the person or agency having legal or temporary custody of the Child;
- (7) the facts upon which the guardianship is sought, the effects of the guardianship, and the basis for the court's jurisdiction; and
- (8) a statement describing the property owned, possessed, or in which the Child has an interest and the value of such property or property interest.

c. If the information required under subsections (2), (3) and (7) of subsection (b) of this section is not stated, the petition shall be dismissed. If any of the other facts required hereunder are not known or cannot be ascertained by the petitioner, the petitioner shall so state in the petition. The petitioner shall sign and date the petition, and attest to the veracity of the information contained therein.

5 M.P.T.L. ch. 4 § 3

§ 3. Appointment of Guardian Ad Litem for Minor or Incompetent Parent

a. Whenever, with respect to any petition filed under this Law, it appears that either Parent of the Child is a minor or incompetent, the court shall appoint a Guardian Ad Litem for such Parent. The Guardian Ad Litem shall be an attorney authorized to practice law in tribal court.

b. The Guardian Ad Litem shall be allowed reasonable compensation which shall be assessed against the petitioner. If the court finds that the petitioner is unable to pay, the reasonable compensation shall be paid by court, which may seek reimbursement of such fees according to tribal law.

5 M.P.T.L. ch. 4 § 4

§ 4. Consent to Guardianship

a. If a petition indicates that either or both Parents consent to the guardianship, or if any time following the filing of a petition and before the entry of a final decree, a Parent consents to the guardianship, each consenting Parent shall

acknowledge such consent in writing on a form promulgated by the chief judge, before the court, evidencing to the satisfaction of the court that the Parent has voluntarily and knowingly consented to the guardianship and that the terms and consequences of such consent are understood by the Parent. The court shall also certify that either the Parent or guardian fully understands the explanation in English or that it was interpreted into a language that the Parent or guardian or custodian understands.

b. No voluntary consent to guardianship by a mother shall be executed prior to or within ten (10) days after the birth of the Child. A minor who is a Parent shall have the right to consent to the guardianship and such consent shall not be voidable by reason of such minority.

c. In any voluntary proceeding the consent of the Parent may be withdrawn for any reason at any time prior to the entry of a final decree, and where the Child has been placed out of the family, the Child shall be returned to the Parent unless the court finds good cause to not return the Child.

5 M.P.T.L. ch. 4 § 5

§ 5. Hearing

a. Upon the filing of a petition for guardianship, the court shall set a time for hearing the petition. The time for the hearing shall not be more than thirty (30) business days after the filing of the petition.

b. The court shall cause a notice of the hearing to be given to the Parents of the minor Child, including any Parent of a minor who is himself a parent, the guardian or any other person whom the court deems appropriate, the CPS, and to the Child if he is over the age of fourteen (14) years. The notice shall state that the party for whom a guardianship is being sought has the right to be represented by counsel.

c. Notice of the hearing and a copy of the petition, certified by the petitioner or his attorney or the court clerk, shall be served at least ten (10) business days before the date of the hearing by personal service on the persons enumerated in subsection (b) of this section. If personal service cannot be reasonably effected or the address of any person is unknown, a judge or court clerk shall order notice to be given by registered or certified mail, return receipt requested, or by publication at least ten (10) business days before the date of the hearing in a newspaper of general circulation in the place of the last-known address of the person to be notified, whether within or without Connecticut, or if no such address is known, in a newspaper of general circulation in the region where the court is located.

d. Notice and appearance may be waived by a Parent in writing before the court, provided that such Parent has been apprised by the court of the meaning and consequences of the guardianship action. The Parent who has executed such a waiver shall not be required to appear at the subsequent hearing. Where the Parent is a minor, the waiver shall be effective only upon approval by the court.

5 M.P.T.L. ch. 4 § 6

§ 6. Conduct of Hearing; Investigation and Report; Grounds for Termination

a. At the hearing held on the petition for the guardianship, any party to whom notice was given shall have the right to appear and be heard with respect to the petition. If the Parent who is consenting to the guardianship appears at the hearing, the court shall explain to the Parent the meaning and consequences of the guardianship action.

b. Upon finding at the hearing or at any time during the pendency of the petition that reasonable cause exists to warrant an examination, the court, on its own motion or on motion of any party, may order the Child to be examined by a physician, psychiatrist, or licensed clinical psychologist appointed by the court. The court may also order an examination of a Parent or guardian whose competency or ability to care for a Child before the court is at issue. The expenses of any examination, if ordered by the court, shall be paid by the petitioner, or if ordered on motion by a party, shall be paid for by that party unless such party or petitioner is unable to pay, in which case, they shall be paid by the court. The court may consider the results of the examination in ruling on the merits of the petition.

c. The court may, in any contested case, request CPS to make an investigation and written report to the court within forty-five (45) business days from receipt of such request. The report shall indicate the physical, mental, and emotional health of the Child and shall contain such facts as may be relevant to determine whether the proposed guardianship will be in the best interests of the Child, including the physical, mental, and social emotional and financial condition of the proposed guardian, and any factors which the agency deems relevant to determine whether the proposed guardianship will be in the best interests of the Child.

d. If such a report is requested, the court shall schedule a hearing not more than thirty (30) business days from the date the expiration of the forty-five (45) day time period or receipt of the report, whichever is earlier. The court shall give reasonable notice of the investigation hearing to all parties to the first hearing.

e. The report shall be admissible in evidence, subject to the right of any interested party to require that the person making it appear as a witness and subject himself to examination.

f. At either the investigation hearing or the first hearing, if no investigation and report has been requested, the court may approve the petition for guardianship and may appoint a guardian of the person of the Child, if it finds by a preponderance of the evidence, including the testimony of a qualified Expert Witness, that the guardianship is in the best interests of the Child, and, with respect to any consenting adult, that such consent was voluntarily and knowingly given.

g. If the court denies a petition for guardianship, with or without consent, it may refer the matter to CPS to assess the needs of the Child, the care the Child is receiving, and a remediation plan for the Parent.

5 M.P.T.L. ch. 4 § 7

§ 7. Findings and Orders

a. The court shall make written findings in determining whether to appoint a guardian based on a consideration of:

(1) the timeliness, nature, and extent of services offered or provided to the Child or Parent by any tribal or state agency to facilitate the preservation of the family;

(2) the terms of any applicable court order and the extent to which the parties have fulfilled their obligations thereunder;

(3) the feelings and emotional ties of the Child with respect to his Parents, the proposed guardian, or any person who has provided physical care or custody to the Child during the preceding year and with whom the Child has developed significant emotional ties;

(4) the age of the Child;

(5) the efforts the Parent has made to make it in the best interests of the child to be reunited with the Parent; and

(6) the extent to which the Parent may have been prevented from maintaining a meaningful relationship with the Child.

b. Whenever the court finds that a guardian should be appointed, the court shall appoint either a temporary or permanent guardian over the person of the Child under such terms and conditions as the court sets forth in the written order. An appointment of a guardianship shall not terminate the parental rights of the parents; however, the guardian shall have the responsibility for the care, custody and education of the Child until she attains the age of eighteen (18) years, marries, is emancipated by the court, or until the guardian is legally discharged. The guardian shall also have the authority to consent to the medical care and treatment of the Child. The court may grant visitation rights to the Parents and the Child's Extended Family under the terms and conditions as the court deems to be in the best interests of the Child. The guardian shall not have the authority, without the express written consent of the court, to use or dispose of any real or personal property of the Child in any manner.

c. Any support obligation existing prior to the effective date of the court's order shall not be severed or terminated.

5 M.P.T.L. ch. 4 § 8

§ 8. Termination of the Guardianship

a. A temporary guardianship may be terminated upon a determination that it is in the best interests of the Child to change custody from the guardian to a new guardian or to return the Child to the Child's Parent.

b. A permanent guardianship shall only be terminated upon a determination of the unsuitability of the permanent guardian rather than the competency or suitability of the Parents.

5 M.P.T.L. ch. 4 § 9

§ 9. Guardian of the Property

a. The court may appoint a guardian over the property of a Child under such express terms and conditions as the court deems to be in the best interests of the Child and not inconsistent with tribal law.

b. The guardianship of the property may be limited to specific property or a specific legal action, or it may extend until the Child attains the age of eighteen (18) years.

c. The property and funds of the Child shall be used by the guardian solely for the Child's support and education, and shall be expended by the guardian in a manner as can reasonably be afforded according to the income and estate of the Child. If the court determines it appropriate, the written order may set forth that the Child's property may not be used for the Child's care, but rather to be managed for the Child until the Child attains the age of eighteen (18) years, marries, is emancipated by the court, or until the guardian is legally discharged.

5 M.P.T.L. ch. 4 § 10

§ 10. Review of Guardianship

The status of all Children who have been placed with a guardian pursuant to this Law shall be reviewed by the court at least once a year, or as otherwise directed by the court. Whenever a guardian of the Child's property has been appointed, the guardian shall submit a yearly accounting regarding the guardian's use of the Child's property to the court for review and approval.

CHAPTER 5. TERMINATION OF PARENTAL RIGHTS

5 M.P.T.L. ch. 5 § 1

§ 1. Purpose

This Chapter provides for the voluntary or involuntary termination of the Parent-Child relationship by court order by severing of the legal relationship, with all its rights and responsibilities, between the Child and his Parents so that the Child is free for permanent placement or adoption, except that it shall not affect the right of inheritance of the Child or the Child's membership rights in the Tribe. This Chapter shall be construed in a manner consistent with the philosophy that the family unit is of most value to the community and to individual family members when that unit remains united and together, and that termination of the Parent-Child relationship bears such permanent effects that it should be used only as a last resort when, in the opinion of the court, all efforts have failed to preserve a viable family unit and termination is in the best interests of the Child concerned.

5 M.P.T.L. ch. 5 § 2

§ 2. Appointment of Guardian Ad Litem for Minor or Incompetent Parent

a. Whenever, with respect to any petition filed under this Law, it appears that either Parent of the Child is a minor or incompetent, the court shall appoint a Guardian Ad Litem for such Parent. The Guardian Ad Litem shall be an attorney authorized to practice law in tribal court.

b. The Guardian Ad Litem shall be allowed reasonable compensation which shall be assessed against the petitioner. If the court finds that the petitioner is unable to pay, the reasonable compensation shall be paid by court, which may seek reimbursement of such fees according to tribal law.

5 M.P.T.L. ch. 5 § 3

§ 3. Petition to Terminate Parental Rights

a. A petition to terminate parental rights may be filed by any of the following persons:

- (1) either or both Parents, including a Parent who is a minor;
- (2) the guardian of the Child;
- (3) the tribal prosecutor on behalf of the Tribe;
- (4) any person possessing a legitimate interest in the matter.

b. The petition for termination of parental rights shall be entitled "In the interests of (Name of Child), a person under the age of eighteen (18) years," and shall set forth with specificity:

- (1) the name, sex, date and place of birth, present address and tribal affiliation of the Child;
- (2) the name and address of the petitioner, and the nature of the relationship between the petitioner and the Child;
- (3) the names, dates of birth, addresses, and tribal affiliation of the Child's Parents;
- (4) if the Parent of the Child is a minor, the names and addresses of the Parents or guardian of the minor;
- (5) the name and address of the person or agency having legal or temporary custody of the Child;
- (6) the facts upon which the termination is sought, the effects of a termination decree, and the basis for the court's jurisdiction;
- (7) the name of the persons or agencies which have agreed to accept custody or guardianship of the Child upon disposition of the matter; and,

(8) a list of the assets of the Child, together with a statement of the value thereof.

c. If the information required under subsections (2) and (6) of subsection (b) of this section is not stated, the petition shall be dismissed. If any of the other facts required hereunder are not known or cannot be ascertained by the petitioner, the petitioner shall so state in the petition. The petitioner shall sign and date the petition, and attest to the veracity of the information contained therein.

5 M.P.T.L. ch. 5 § 4

§ 4. Consent to Termination

a. If a petition indicates that either or both Parents consent to the termination of their parental right, or if any time following the filing of a petition and before the entry of a final decree, a Parent consents to the termination of his parental rights, each consenting Parent shall acknowledge such consent in writing on a form promulgated by the chief judge, before the court, evidencing to the satisfaction of the court that the Parent has voluntarily and knowingly consented to the termination of his parental rights, and that the terms and consequences of such consent are understood by the Parent. The court shall also certify that either the Parent or guardian fully understands the explanation in English or that it was interpreted into a language that the Parent or guardian or custodian understands.

b. No consent to termination of parental rights by a mother shall be executed prior to or within ten (10) business days after the birth of the Child. A minor who is a Parent shall have the right to consent to termination of parental rights and such consent shall not be voidable by reason of such minority.

c. In any voluntary proceeding the consent of the Parent may be withdrawn for any reason at any time prior to the entry of a final decree, and where the Child has been placed out of the family, the Child shall be returned to the Parent unless the court finds good cause to the contrary not to return the Child.

5 M.P.T.L. ch. 5 § 5

§ 5. Hearing

a. Upon the filing of a petition for the termination of parental rights, the court shall set a time for hearing the petition. The time for the hearing shall not be more than thirty (30) business days after the filing of the petition.

b. The court shall cause a notice of the hearing to be given to the parents of the minor Child, including any Parent of a minor who is himself a Parent, the guardian or any other person whom the court deems appropriate, CPS, and to the Child if he is over the age of fourteen (14) years. The notice shall state that the party whose parental rights are being terminated has the right to be represented by counsel.

c. Notice of the hearing and a copy of the petition, certified by the petitioner or his attorney or the court clerk, shall be served at least ten (10) business days

before the date of the hearing by personal service on the persons enumerated in subsection (b) of this section. If personal service cannot be reasonably effected or the address of any person is unknown, a judge or court clerk shall order notice to be given by registered or certified mail, return receipt requested, or by publication at least ten (10) business days before the date of the hearing in a newspaper of general circulation in the place of the last-known address of the person to be notified, whether within or without Connecticut, or if no such address is known, in a newspaper of general circulation in the region where the court is located.

d. Notice and appearance may be waived by a Parent in writing before the court, provided that such Parent has been apprised by the court of the meaning and consequences of the termination action. The Parent who has executed such a waiver shall not be required to appear at the subsequent hearing. Where the Parent is a minor, the waiver shall be effective only upon approval by the court.

5 M.P.T.L. ch. 5 § 6

§ 6. Conduct of Hearing; Investigation and Report; Grounds for Termination

a. At the hearing held on the petition for the termination of parental rights, any party to whom notice was given shall have the right to appear and be heard with respect to the petition. If the Parent who is consenting to the termination of parental rights appears at the hearing, the court shall explain to the Parent the meaning and consequences of termination of parental rights.

b. Upon finding at the hearing or at any time during the pendency of the petition that reasonable cause exists to warrant an examination, the court, on its own motion or on motion of any party, may order the Child to be examined by a physician, psychiatrist, or licensed clinical psychologist appointed by the court. The court may also order an examination of a Parent or guardian whose competency or ability to care for a Child before the court is at issue. The expenses of any examination, if ordered by the court, shall be paid by the petitioner, or if ordered on motion by a party, shall be paid for by that party unless such party or petitioner is unable to pay, in which case, they shall be paid by the court. The court may consider the results of the examination in ruling on the merits of the petition.

c. The court may, in any contested case, request CPS to make an investigation and written report to the court within forty-five (45) business days from receipt of such request. The report shall indicate the physical, mental, and emotional health of the Child and shall contain such facts as may be relevant to determine whether the proposed termination of parental rights will be in the best interests of the Child, including the physical, mental, and social emotional, and financial condition of the Parents, and any factors which the agency deems relevant to determine whether the proposed termination will be in the best interests of the Child.

d. If such a report is requested, the court shall schedule a hearing not more than thirty (30) business days from the expiration of the forty-five (45) business day time period or receipt of the report, whichever is earlier. The court shall give reasonable notice of the investigation hearing to all parties to the first hearing.

e. The report shall be admissible in evidence, subject to the right of any interested

party to require that the person making it appear as a witness and subject himself to examination.

f. The court may approve the petition terminating the parental rights and appoint a guardian, if it finds by clear and convincing evidence, including the testimony of a qualified Expert Witnesses that the termination of parental rights is in the best interests of the Child.

i. Any parental consent to such a termination must be voluntarily and knowingly given.

ii. If, however, a Parent does not give consent, the court may terminate the parental rights when the Child has been Abandoned or abused by the Parent, or the Child has been denied the care, guidance, or control necessary for his physical, educational, moral or emotional well-being, and the court determines that the continuation of the Parent-Child relationship would be detrimental to the best interests of the Child.

g. If the court denies a petition for termination of parental rights, with or without consent, it may refer the matter to CPS to assess the needs of the Child, the care the Child is receiving, and a remediation plan for the Parent.

h. The court may waive the requirement that one year expire prior to the termination of parental rights if it finds from the totality of the circumstances surrounding the Child that such waiver is necessary to promote the best interests of the Child.

5 M.P.T.L. ch. 5 § 7

§ 7. Findings and Orders

a. Except in cases based on consent, the court shall make written findings in determining whether to terminate the Parent-Child relationship based on

(1) the timeliness, nature, and extent of services offered or provided to the Child or Parent by any tribal or state agency to facilitate the reunion of the Child with the Parent;

(2) the terms of any applicable court order and the extent to which the parties have fulfilled their obligations thereunder;

(3) the feelings and emotional ties of the Child with respect to his Parents, any guardian, or any person who has provided physical care or custody to the Child during the preceding year and with whom the Child has developed significant emotional ties;

(4) the age of the Child;

(5) the efforts the Parent has made to make it in the best interests of the Child to be reunited with the Parent; and

(6) the extent to which the Parent may have been prevented from maintaining a meaningful relationship with the Child.

b. Whenever the court finds that the Parent-Child relationship should be terminated, all rights, powers, privileges, immunities, duties, and obligations including any rights to custody, control, or visitation, existing between the Child and Parent shall be severed and terminated.

c. The rights of one Parent may be terminated without affecting the rights of the other Parent. The remaining Parent shall be the sole Parent and, unless otherwise provided by law, the guardian of the person of the Child. The Parent whose rights have been terminated shall have no standing to appear at any future legal proceedings concerning the Child.

d. Any support obligation existing prior to the effective date of the order terminating parental rights shall not be severed or terminated.

e. A termination order shall not prevent a Child from inheriting property or interest in the same manner as any other natural Child from the natural Parent. A natural Parent may not, however, inherit from a natural Child after termination.

5 M.P.T.L. ch. 5 § 8

§ 8. Child's Continued Right to Benefits

An order terminating the Parent-Child relationship shall not disentitle a Child to any benefit due the Child from any third person, agency, state or the United States, nor shall any action under this Law be deemed to affect any rights and benefits that the Child derives from the Child's descent from or membership in the Mashantucket Pequot Tribe.

5 M.P.T.L. ch. 5 § 9

§ 9. Custody After Relinquishment or Termination Order

a. If upon entering a decree terminating the parental rights of a Parent or guardian, there remains no suitable Parent or no Parent having parental rights, the court shall commit the Child to the care and custody of CPS or shall place the Child in accordance with the placement preferences established by this Law under such terms and conditions as are in the best interests of the Child. In the absence of a suitable home under the placement preferences, the court may place the Child with a non-Indian family outside the tribal community, or authorize CPS to seek an appropriate adoption of the Child.

b. At least every three (3) months thereafter, a report shall be made to the court on the efforts taken to secure permanent placement of the Child. The court shall so review the status of the Child until the Child is adopted or permanently placed.

5 M.P.T.L. ch. 5 § 10

§ 10. Review of Placement

The status of all Children who have been permanently placed pursuant to this Law shall be reviewed by the court at least once a year, or as otherwise directed by the court.

CHAPTER 6. FOSTER HOME LICENSING PROCEDURES

5 M.P.T.L. ch. 6 § 1

§ 1. Foster Care Inspector

a. The CPS shall inspect the homes of tribal members and others who reside on the Reservation or within a fifty (50) mile radius of the Reservation.

b. Upon an inspection of the proposed Foster Home and an interview with the proposed foster family, CPS shall submit a recommendation to the chairperson of the HHS Committee. The HHS Committee shall review the recommendation and act upon it within thirty (30) business days, or, if no action is taken, the recommendation of the foster home inspector shall be deemed approved. If the HHS Committee approves the foster family, the HHS Committee shall issue a Foster Home license within thirty (30) business days. The foster parent shall file a copy of the Foster Home license with the Tribal Clerk's Office.

c. Except under exceptional circumstances, or in order to preserve a family unit, a Foster Home may not accept more than four (4) foster Children.

d. Any license issued by the HHS Committee shall apply only to the residence where the family is living at the time application for a license is made. A permanent change of residence automatically terminates the license. The foster parents shall notify the HHS Committee whenever a change of residence is contemplated.

e. The foster parents shall also notify the HHS Committee whenever a change in the household occurs. For example, if any member of the Foster Home moves out of the residence, or if any other person moves into the residence, the foster parent shall notify the HHS Committee within forty-eight (48) hours. Failure to report such changes may result in the suspension or revocation of the Foster Home license.

f. It shall be grounds for revocation of the Foster Home license if any member of the Foster Home is accused or convicted of a crime or if any other facts come to the attention of the HHS Committee which would render the Foster Home unsuitable. The Tribal Police shall have an affirmative duty to notify the HHS Committee of any information which may reflect upon the suitability of the Foster Home.

g. Upon reasonable notice, a revocation hearing shall be held before the HHS Committee. Such hearing shall be held pursuant to 40 M.P.T.L. The HHS Committee shall make specific findings as to whether the Foster Home license should be revoked as being in the best interest of the foster Child. In the event the HHS Committee revokes the Foster Home license, it shall notify the Tribal Clerk's Office and CPS, and CPS shall immediately make suitable arrangements for the removal and placement of the

foster Child consistent with Chapter 3, Section 8 of this Title.

5 M.P.T.L. ch. 6 § 2

§ 2. Foster Home Requirements

a. The Foster Home shall be constructed, arranged and maintained so as to provide for the health and safety of all occupants. The foster care inspector may, upon twenty-four (24) hours' notice, inspect a Foster Home.

b. Heating, ventilation, and light shall be sufficient to provide a comfortable, airy atmosphere. Furnishings and housekeeping shall be adequate to protect the health and comfort of the foster Child.

c. Comfortable beds shall be provided for all members of the family. Sleeping rooms must provide adequate opportunities for rest. All sleeping rooms must have a window of a type that may be readily opened and used for evacuation in case of fire.

d. Play space shall be available and free from hazards which might be dangerous to the life or health of the Child.

5 M.P.T.L. ch. 6 § 3

§ 3. The Foster Family

a. All members of the household shall be in such physical and mental health as will not adversely affect either the health of the Child or the quality and manner of his care.

b. Members of the Foster Family shall be of good character and standing in the community. They shall never have been convicted of a sex offense and shall not have had any felony convictions within the last five (5) years. Exceptions concerning non-sexual felony convictions may be made, provided that adequate information is submitted and reviewed indicating that a significant change of character has occurred.

c. The foster parents shall be of suitable temperament to care for the foster Child, and shall understand the special needs of the Child as an Indian person and a member of the tribal community.

d. Foster parents shall be at least twenty-one (21) years of age, but there shall be no upper age level, provided that the foster parent has the physical and emotional stamina to deal with the care and guardianship of a foster Child. Foster parents shall be willing, when necessary, to cooperate with the biological parents and shall be willing to help the family re-establish the necessary family ties.

e. A Foster Home need not be composed of both a male and female foster parent. CPS may certify a Foster Home with a single foster parent provided that the foster parent displays the qualifications necessary to raise a foster Child.

f. The foster parents shall have an income sufficient to care for all members of the foster family. CPS may take into account any tribal or state benefits when determining the financial ability of the foster parents compared to the financial needs of the Child.

g. Any time a pre-school foster Child is placed in a Foster Home, there must be at least one foster parent at home full time, unless the foster parent has obligations outside the home that necessitate day care, in which case, the foster parent shall show the ability and availability to provide appropriate day care for the pre-school foster Child. For school age Children, the foster parent must show the Child care arrangements which will be made for those periods of time when both foster parents are employed. Infants and young Children shall never be left alone without competent supervision.

h. Except with specific approval by the HHS Committee, a Foster Home shall not be licensed whenever any member of the family is mentally ill, on convalescent status, is on parole or probation, or is an inmate of a penal or correctional institution.

i. The standards CPS shall use in judging the above criteria shall be those of the tribal community.

5 M.P.T.L. ch. 6 § 4

§ 4. Investigation

CPS is authorized to conduct a character investigation to determine the adequacy of the Foster Home and the competency of the proposed foster parents. CPS shall be authorized to interview the potential foster parents and any other person who is familiar with the applicants and with the type of care they provide to their Children.

5 M.P.T.L. ch. 6 § 5

§ 5. The Foster Child

a. The daily routine of a foster Child shall be such as to promote good health, rest, and play habits.

b. The responsibility for a Child's health care shall rest with the foster parents. In case of an emergency or a serious sickness or accident to a Child, the foster parents shall immediately notify CPS and the HHS Committee Chairperson. The foster parents may consent to surgery or other treatment in a medical emergency.

c. The foster parents shall not subject the Child to verbal abuse, derogatory remarks about the Child, the Child's natural parents or relatives, or to threats to expel the Child from the Foster Home. No Child shall be deprived of meals, mail or family visits as a method of discipline. When discipline or punishment must be administered, it shall be done with understanding and reason.

CHAPTER 7. ADOPTION

5 M.P.T.L. ch. 7 § 1

§ 1. Open Adoptions

It is the policy of the tribe that its Children should be adopted as a matter of last resort, and alternative long-term placements such as guardianship and long-term foster placement should be first considered which maintain a stronger connection between the Child, the Parent, and family.

Adoptions under this code shall be in the nature of "Open Adoptions." Open adoption is a form of adoption in which the biological family and the adopted Child may enjoy an ongoing in-person relationship, unless the court orders otherwise for good cause.

5 M.P.T.L. ch. 7 § 2

§ 2. Purpose

The purpose of such open adoptions is to not permanently deprive the Child of connections to, or knowledge of, the Child's biological family. The purpose of adoptions shall be to give the adoptive Child a permanent home. The following shall apply and be contained in all adoptive orders and decrees:

- a. The adoptive parents and adoptive Child shall be treated under the law as if the relationship was that of a biological Child and Parent, except as set forth herein.
- b. The adoptive Child shall have an absolute right, absent a convincing and compelling reason to the contrary, to information and knowledge about his biological family and his Mashantucket Pequot Tribal heritage.
- c. Adoption shall not serve to prevent an adoptive Child from inheriting from a biological Parent in the same manner as any other biological Child. The biological Parents shall not be entitled to inherit from an adoptive Child in the same manner as Parents would otherwise be entitled to inherit. An adoptive Child shall be entitled to inherit from adoptive parents, and vice versa, in the same manner as if biological parents and Child.

5 M.P.T.L. ch. 7 § 3

§ 3. Availability for Adoption

A Child may be adopted only if he has no Parents by reason of death or by the voluntary or involuntary termination of the Parent-Child relationship. The Court may conduct a hearing as provided under 5 M.P.T.L. ch. 5, Termination of Parental Rights, prior to or in connection with an adoption hearing.

5 M.P.T.L. ch. 7 § 4

§ 4. Who May File an Adoption Petition

Any Adult may file a petition to adopt an Indian minor residing within the Mashantucket Pequot Tribal lands, or a minor tribal member not residing on the Mashantucket Pequot Tribal lands. The court may also hear petitions transferred from state courts pursuant to 25 U.S.C. § 1911(b). In the case of married persons maintaining a home together, the petition shall be the joint petition of the spouses, except that if one of the spouses is the biological parent of the Child to be adopted, the biological parent shall not be required to join in the petition.

5 M.P.T.L. ch. 7 § 5

§ 5. Placement Preferences

a. If a Child is placed out-of-home, the following placement preferences shall be observed, in order:

- (1) With a member of the Child's immediate family who resides on the Reservation or within a fifty (50) mile radius of the Reservation;
- (2) With a member of the Child's immediate family regardless of residence;
- (3) With a member of the Child's Extended Family who resides on the Reservation or within a fifty (50) mile radius of the Reservation;
- (4) With a member of the Child's Extended Family regardless of residence;
- (5) With another person who resides within or near the Mashantucket Pequot Tribal community who has knowledge of and a desire to foster the Child's tribal status and special needs;
- (6) With a member of, or a person eligible for, enrollment in the Child's tribe;
- (7) With a member of another Indian tribe; or
- (8) With any person who has knowledge of and a desire to foster the Child's tribal status and special needs (including but not limited to cultural, therapeutic, and needs based on disability).

b. The placement preferences in paragraph (a) shall be observed unless the person having priority cannot adequately care for and protect the Child or placing the Child with the person having priority would pose a danger to the Child.

c. Placement of a Child with anyone who does not reside within the jurisdiction of the Mashantucket Pequot Tribal Nation shall be contingent on the person's written agreement to accept the jurisdiction of the Tribal Court, to not permanently remove the Child from the State of Connecticut without permission from the Court or supervising agency, nor to allow the Child to cross an international boundary without permission from the Court.

5 M.P.T.L. ch. 7 § 6

§ 6. Traditional Custodians and Grandparents Rights

a. No disposition order or decree, including the termination of parental rights and adoption, shall divest the Child's traditional custodians or grandparents of their right to reasonable visitation with the Child and their duty to provide instruction and training to the Child regarding Tribal customs and traditions. They must also provide the necessities of life for the Child should the Parents be unable to do so, unless those rights and duties have been extinguished in a proceeding in which the individual was a party, provided that adoptive traditional custodians shall also succeed to these rights and duties.

b. The rights and duties of the traditional custodians and grandparents may be enforced by court order whenever it appears in the Child's best interest to do so, provided that all interested parties shall be given notice and an opportunity to be heard.

5 M.P.T.L. ch. 7 § 7

§ 7. Content of Adoption Petition

a. The petition for adoption shall include the following, to the best information and belief of the petitioner:

- (1) The full name, address, and tribal affiliation of the petitioner;
- (2) The full name, sex, residence, date and place of birth, and tribal affiliations of the proposed adoptee;
- (3) The name by which the proposed adoptee shall be known if the petition is granted;
- (4) The basis for the Mashantucket Pequot Family Court's jurisdiction;
- (5) A full description and statement of value of all property owned by, possessed by, or in which the Child has an interest;
- (6) The relationship of the petitioner to the proposed adoptee; and
- (7) The names and addresses of any person or agency whose consent to said adoption is necessary.

b. Where there is more than one proposed adoptee, and the proposed adoptees are siblings, only one petition shall be required for the adoption of all or any combination of the siblings, provided that each sibling proposed to be adopted be named in the petition. All petitions must be signed and dated by the petitioner, and must be notarized or witnessed by a clerk of the court.

5 M.P.T.L. ch. 7 § 8

§ 8. Notice

Notice shall be provided in accordance with the notice procedures set forth in Chapter 5, Section 5(c) of this Title.

5 M.P.T.L. ch. 7 § 9

§ 9. Home Studies

a. When a petition for the adoption of a Child is filed with the Mashantucket Pequot Family Court, the court shall immediately request that the CPS or other qualified agency, conduct a home study on the petitioner and a report on the Child. The home study and report shall relate to circumstance of the home, the petitioner, and his/her ability, both physically and mentally, to assume the responsibilities of a parent to the Child. The home study shall contain other pertinent information designed to assist the Mashantucket Pequot Family Court in determining the best placement for the Child. The home study will also address the issue of whether or not the home most closely resembles that of the Child's culture, identity, and where applicable, tribal affiliation.

b. No determination can be made on a petition for adoption until the home study and/or report has been completed and submitted to and considered by the Mashantucket Pequot Family Court. The home study shall be submitted to the court no later than ten (10) days before the hearing. The home study and/or report may be consolidated into one document. The Mashantucket Pequot Family Court may order additional home studies or reports as deemed necessary.

5 M.P.T.L. ch. 7 § 10

§ 10. Hearing Procedures

An adoption hearing shall be held within ninety (90) days of the Mashantucket Pequot Family Court's receipt of an adoption petition from the prospective adoptive parent(s). The hearing proceedings shall be on the record, but shall be closed to the general public. Rules of evidence and civil procedure shall be suspended. The Child shall be represented by a GAL appointed by the court to speak on behalf of the best interest of the Child. The GAL shall be knowledgeable about the protective, social, and medical needs of the Child.

b. The Mashantucket Pequot Family Court shall conduct the hearing to determine if it is in the best interests of the Child and shall examine the following:

- (1) Termination of parental rights order;
- (2) Length of time of the Child's wardship by the court;
- (3) Special conditions of the Child;
- (4) Parental communication with the Child;
- (5) Minor's consent to adoption, if twelve (12) years of age or older;

(6) Home studies or other reports; and

(7) Order of preference of placement.

c. The petitioner and the proposed adoptee shall appear personally at the hearing. During the hearing, the Mashantucket Pequot Family Court shall advise the party(s) of their basic rights as provided under Mashantucket Pequot Tribal Law. The judge shall examine all persons separately, and may, if satisfied that all other requirements of this chapter have been met, enter a final decree of adoption, or may place the person to be adopted in the legal custody of the petitioner for a period not to exceed six (6) months prior to entering a final decree of adoption.

d. If the Mashantucket Pequot Family Court is satisfied that the adoption will not be in the Child's best interest, or finds that all of the requirements of this chapter have not been met, it may deny the petition and make any other order it deems necessary for the care and custody of the Child not inconsistent with this Title.

e. Proceedings for termination of the Parent-Child relationship and proceedings for adoption may be consolidated and determined at one hearing provided that all the requirements of this chapter and Chapter 5 of this Title governing termination are complied with fully.

5 M.P.T.L. ch. 7 § 11

§ 11. Adoption Decree

a. If the Mashantucket Pequot Family Court finds that the requirements of this chapter have been met and that the Child's best interests will be satisfied, a final decree of adoption may be entered.

b. A person, when adopted, may take the name of the persons adopting him or her. Following the adoption, they shall have the legal relationship of Parent and Child, and shall have all the rights and shall be subject to all the duties of that relationship, including all of the rights of a Child of the whole blood to inherit from any person, in all respects, under the provisions of inheritance and succession of this code.

5 M.P.T.L. ch. 7 § 12

§ 12. Intervention

Upon a showing of good cause and if the best interests of the Child so indicate, the court may allow or invite persons other than those entitled to notice to intervene and participate in any or all phases of the proceedings subject to the rules of confidentiality pursuant to this Title.

CHAPTER 8. WORKING WITH INDIAN CHILDREN

5 M.P.T.L. ch. 8 § 1

§ 1. Minimum Standards to Work With Indian Children

a. In accordance with 25 U.S.C. § 3207, the Tribe shall compile and maintain a list of all positions which involve regular contact with, or control over, Indian Children and hereby establishes, in subsection (b), character standards that these individuals shall meet.

1. A representative designated by the Human Resources Department shall compile and maintain the list of all positions covered by this Chapter.

2. The Mashantucket Police Department shall fingerprint and perform a criminal, CT Department of Children and Family Services, and RI Department of Children, Youth and Family Services background investigation of each individual who is employed, is being considered for employment, or is volunteering in a position identified pursuant to subsection (a)(1) of this section.

b. An individual employed, being considered for employment, or volunteering in any position included on the list compiled pursuant to subsection (a) that has been found guilty of, or entered a plea of no contest, or guilty to a felony within two (2) years, or a felony involving crimes of violence; two or more misdemeanors involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or, offenses committed against Children shall be disqualified from holding that position.

TITLE 6. FAMILY RELATIONS

CHAPTER 3. MARRIAGES

6 M.P.T.L. ch. 3 § 1

§ 1. Governing Law

Upon enactment of this law or any amendment thereto, the provisions herein shall govern all matters relating to the performance of marriages on the Mashantucket Pequot Reservation.

6 M.P.T.L. ch. 3 § 2

§ 2. Authority to Perform Marriages

a. Persons Authorized to Perform Marriages. Mashantucket Pequot Tribal officials authorized to join persons in marriage include Tribal Council Members, the Chair or Vice Chair of the Elders Council, and other officiators who are certified by the Tribal Clerk as having the authority to perform marriages on the Mashantucket Pequot Reservation pursuant to this Law.

b. Qualifications of Officiators. Persons authorized to perform marriages, other than Tribal Officials, shall meet the following qualifications:

(1) if a Mashantucket Pequot Tribal member, be in good standing with the Tribe, and ordained or licensed and in good standing with his or her religious affiliation, which affiliation is recognized by a state, tribe or other jurisdiction within the United States, or licensed to perform marriages under the laws of a state, tribe or other jurisdiction within the United States.

(2) if not a Mashantucket Pequot Tribal member, be ordained or licensed and in good standing with his or her religious affiliation, which affiliation is recognized by a state, tribe or other jurisdiction within the United States, or licensed to perform marriages under the laws of a state, tribe or other jurisdiction within the United States.

(3) if an official from a federally recognized Indian tribe, other than the Mashantucket Pequot Tribal Nation, the person must be authorized to perform marriages under the laws of a federally recognized Indian tribe.

c. Application. Qualified Officiators, other than Mashantucket Pequot Tribal officials under Section 2(a) of this Chapter 3, seeking authority to perform marriages on the Mashantucket Pequot Reservation shall file an application with the Tribal Clerk and certify his or her familiarity with the Tribal Law, in particular, 6 M.P.T.L. ch. 3, and shall submit such application and a seventy five dollar (\$75.00) application fee to the Tribal Clerk.

d. Certification Procedure.

(1) Upon review and determination that the qualifications have been satisfied and the application is in order, the Tribal Clerk shall certify the application and administer the Oath of office to the Officiator.

(2) Each Officiator, after taking the Oath, shall furnish his or her signature to the Tribal Clerk upon a certificate prescribed and provided by the Tribal Clerk, provided that failure to take the Oath or to furnish a signature to the Tribal Clerk shall disqualify such person from performing marriages on the Mashantucket Pequot Reservation.

(3) The Tribal Clerk shall keep a record of the names of Officiators having been certified as having the authority to perform marriages pursuant to this Law.

(4) The Tribal Clerk shall transmit a copy of the certificate to the Officiator.

(5) The certificate shall be sufficient evidence that the Officiator is duly authorized to perform marriages on the Mashantucket Pequot Reservation and Officiators shall cause the certificate to be displayed to any person who seeks his or her service to marry.

(6) Such certification shall be valid for a period of three years, at which time the Officiator may renew his or her certification providing that he or she remains in good standing with the Tribe and with his or her religious affiliation or the jurisdiction in which he or she is licensed.

e. Authority of Tribal Officials and Officiators.

(1) Tribal Officials and Officiators may perform marriages on the Mashantucket Pequot Reservation provided that persons being married have obtained a tribal marriage license pursuant to Section 4 of this Law.

(2) At the conclusion of the marriage ceremony, the Officiator shall recite either of the following depending on the preference of the couple being married: "By the authority vested in me by the Mashantucket Pequot Tribal Nation, I now pronounce you married" Or By the authority vested in me by the Mashantucket Pequot Tribal Nation, I now pronounce you husband and wife.

(3) Tribal Officials and Officiators may accept a modest gift or remuneration for their services, and shall not perform such services for profit or commercial purposes.

6 M.P.T.L. ch. 3 § 3

§ 3. Marriage License Required

a. Two persons may be joined in marriage on the Mashantucket Pequot Reservation provided that:

(1) both applicants have attained the age of 18 years;

(2) both applicants have complied with the license requirements of this law;

(3) neither applicant is married;

(4) the marriage is performed by an authorized Tribal Official or Officiator pursuant to tribal law;

(5) the marriage is not between a person and such person's parent, grandparent, child, grandchild, sibling, parent's sibling, sibling's child, stepparent or stepchild; and

(6) neither applicant is under the supervision or control of a conservator or, if under said supervision and control, the conservator provides written consent to such marriage.

6 M.P.T.L. ch. 3 § 4

§ 4. Requirements for Issuance of Marriage License

a. The Tribal Clerk shall issue a marriage license when both applicants have appeared before the Clerk, made application for a license, and provided the requisite information as provided in this law. The application shall be dated, signed and sworn to, or affirmed by, each applicant. In the event that the applicants make application separately, the first dated application shall be deemed the date of the application

and the license shall be valid for 65 days from the date of application.

b. The application shall state each applicants' name, age, tribal affiliation (if any) address, birth place, marital status (including whether divorced, annulled or widowed and proof of that status), conservatorship or guardianship status, if any; and both applicants shall submit proof of identification as required by the Tribal Clerk. Any person who intentionally provides false information may be subject to the full penalties provided by Tribal law.

c. Marriage license applications and copies of the marriage license shall be filed with the Tribal Clerk as part of the official records of the Tribe, and a duplicate original marriage license shall be given to the married parties. The Tribal Clerk may charge reasonable fees for the issuance of a marriage license and for certified copies of any records held by the Tribal clerk; provided that the Tribal Clerk shall publish a schedule for any such fees charged.

6 M.P.T.L. ch. 3 § 5

§ 5. Marriage Certificate

The person who joins any persons in marriage shall certify upon the marriage license certificate the fact, time and place of the marriage, and return it to the Tribal Clerk for filing within ten days of the marriage ceremony.

6 M.P.T.L. ch. 3 § 6

§ 6. Recognition of Marriages Performed off the Reservation

All marriages celebrated off of the Mashantucket Pequot Reservation shall be recognized as valid pursuant to Tribal law, provided the marriage was legal in the jurisdiction where celebrated and consistent with Tribal customs and policy.

6 M.P.T.L. ch. 3 § 7

§ 7. Validation of Marriages Performed

All marriages performed on the Mashantucket Pequot Reservation prior to June 1, 2002 pursuant to a state marriage license are hereby recognized as valid pursuant to Tribal law.

CHAPTER 8. RECOGNITION AND ENFORCEMENT OF FOREIGN SUPPORT ORDERS

6 M.P.T.L. ch. 8 § 4

§ 4. Maximum Amount of Withholding. Time Periods. Priority of Multiple Orders

In determining the maximum amount permitted to be withheld from the obligor's disposable income for any time period which is subject to an income withholding order, the time periods within which the employer/payer must implement the support order, the priorities for withholding and allocating income withheld for multiple child support obligees, and any other withholding terms or conditions not specified in the order, an employer/payer shall comply with Section 1673 of Title 15 of the United States Code and Section 52-362 of the Connecticut General Statutes, to the extent such provisions do not contravene tribal law. In addition to foreign support orders this section shall be applicable to income withholding orders and support orders issued by the Mashantucket Pequot Tribal Court.

TITLE 8. EMPLOYMENT

CHAPTER 1. EMPLOYEE REVIEW CODE

8 M.P.T.L. ch. 1 § 1

§ 1. Definitions

Unless otherwise required by the context, the following words and phrases shall be defined as follows:

- a. "Active Discipline" means discipline for the past 12 month period. In situations where identifiable similar policy violations, behavior issues, or performance problems consistently reoccur over a period of years, the Active Discipline may extend beyond the 12 month standard.
- b. "Arbitration Award" means a determination, decision or award rendered by an independent third-party arbitrator or arbitrators in a grievance arbitration pursuant to a Collective Bargaining Agreement entered under Title 32 M.P.T.L. between an Employer and the exclusive bargaining representative of employees of the Employer.
- c. "Benefits" means vacation, sick leave, medical coverage or other employment enhancements provided to employees.
- d. "Board of Review" means an impartial panel of employees who are assembled to review a Disciplinary Action and issue a Final Decision which may be appealed by either party to the tribal court.
- e. "Board of Review Record" or "Record" means the evidence presented to the Board of Review. This Record shall include all Active Discipline and any other relevant material in the Employee's personnel file. In connection with the determination required pursuant to § 8(f)(3) herein, the Record may include performance reviews, character witness statements, commendations, and other discipline.

f. "Collective Bargaining Agreement" means an agreement entered between an Employer and an exclusive bargaining representative certified under tribal law, with respect to wages, hours and other terms and conditions of employment as provided under Title 32 M.P.T.L.

g. "Day" means calendar day. Whenever a deadline falls on a weekend or holiday observed by the Mashantucket Pequot Tribe, the deadline shall be extended to the next business day.

h. "Disciplinary Action" means any action by an Employer that results in an employee being suspended or separated from employment due to the Employee's violation of any of the Employer's policies and/or procedures or, in the case of employees covered by a Collective Bargaining Agreement, the Employee's violation of any term of the Collective Bargaining Agreement or any applicable Employer policy and/or procedure.

i. "Employee" means a natural person employed by an Employer who has been the subject of Disciplinary Action and who properly requested and participated in a Board of Review hearing. Employee shall also refer, where appropriate, to an Employee's attorney. The term "Employee" will not include the following categories: High Level Executives; probationary employees; Political Appointees; casual and part-time employees; any employee who is voluntarily or involuntarily separated from employment as a direct result of the implementation of the Staffing Reorganization/Reassignment Policy; any employee who is terminated due to a violation of a condition of employment, such as, a licensing requirement, or an employee who is excluded by the Mashantucket Pequot Tribal Gaming Commission or the Mashantucket Pequot Elders Council.

j. "Employer" means the Mashantucket Pequot Tribal Nation, the Mashantucket Pequot Gaming Enterprise, or any other subdivision, arm, agency, department, entity or enterprise of the Tribal Nation.

k. "File" means to physically place into the possession of the Mashantucket Pequot Tribal Court Clerk. Filing is not effective upon mailing.

l. "Final Decision" means the decision of the Board of Review as to whether to uphold or rescind a Disciplinary Action and shall include articulated findings with respect to the factors set forth in § 8(f)(1-4).

m. "High Level Executive" means a Director or above and/or a professional who may not oversee other employees but who has specialized knowledge, such as an advanced degree, in a particular field.

n. "Moderator" means the person appointed by the Mashantucket Pequot Tribal Council to facilitate the Board of Review hearing including receiving the requests for a Board of Review, communications with the Employee and Employer concerning the Board of Review, the appointment of panels, assembling the Board of Review Record, the conduct of the hearing and transmittal of the Record to the tribal court when necessary.

o. "Political Appointee" means an employee on the staff of a member of the Mashantucket Pequot Tribal Council or an employee who is appointed to his or her

position by Tribal Council and reports directly to the Tribal Council.

8 M.P.T.L. ch. 1 § 2

§ 2. Jurisdiction

a. The tribal court is hereby granted jurisdiction to review a Final Decision of the Board of Review. The tribal court is also granted jurisdiction to confirm, vacate or modify an Arbitration Award and to enforce an agreement to arbitrate contained in a Collective Bargaining Agreement entered pursuant to 32 M.P.T.L.

b. The Tribe hereby expressly waives its sovereign immunity and the sovereign immunity of any arm, department, subdivision, agency or entity of the Tribe from suit in the tribal court for actions founded upon a review of a Final Decision; provided that the Employee has exhausted all remedies available under the Employer's policies and/or procedures and the suit has been timely filed. The Tribe hereby further expressly waives its sovereign immunity from suit and the sovereign immunity of any arm, department, subdivision, agency or entity of the Tribe for an arbitration conducted pursuant to a Collective Bargaining Agreement and for actions brought in tribal court pursuant to Section 11 of this Title to enforce an agreement to arbitrate, or to confirm, vacate or modify an Arbitration Award, so long as such suit has been timely filed.

c. An action pursuant to this Title shall be the Employee's exclusive cause of action against the Employer provided that the Employee has first exhausted all administrative remedies. Notwithstanding the foregoing, if there is a Collective Bargaining Agreement in effect and it gives the Employee the option of either a Board of Review or arbitration to challenge Disciplinary Actions, Employees covered by that Collective Bargaining Agreement may select arbitration as provided under the Collective Bargaining Agreement and if an Employee selects arbitration it shall be the Employee's exclusive remedy against the Employer.

8 M.P.T.L. ch. 1 § 3

§ 3. Filing an Appeal from a Final Decision

a. Either party may seek review of a Final Decision with the Mashantucket Pequot Tribal Court by filing an appeal as provided herein.

b. Within 30 days of mailing the Final Decision to the Employer (by regular mail) and the Employee at his/her last known address (by certified mail, return receipt requested) or within 30 days after personal delivery of the Final Decision upon the Employer and Employee, either party may file a notice of appeal in the office of the tribal court clerk on a form provided by the tribal court clerk. Service of the appeal shall be made by the tribal court clerk by registered or certified mail. A fifty dollar filing fee is required to be paid to the tribal court for such an appeal.

c. The filing of an appeal shall stay the implementation of a Final Decision of the Board of Review, such that the Disciplinary Action initially imposed shall govern the Employee's employment status pending the outcome of the appeal.

d. As part of the appeal of the Final Decision, either party may seek review of alleged violation(s) of procedural due process rights, as that term is defined herein, with respect to the conduct of the Board of Review proceeding; provided the party intending to seek review of a violation of procedural due process rights alleges such a claim(s) in the notice of appeal by stating the following information: (1) date of Disciplinary Action; (2) date of the Board of Review; (3) date of Decision of Board of Review; (4) each and every specific procedural error which the party claims constitutes a violation of procedural due process rights, specifying the date on which such act occurred and who committed such act; and (5) the alleged impact of such violation on the appealing party. Failure to comply with the foregoing constitutes a waiver of such claim(s).

e. In an appeal under this Title, other than reviewing the Final Decision, the tribal court may consider only whether the appealing party's procedural due process rights, as those terms are defined herein, were violated and shall not review, any other violations of rights enumerated in 20 M.P.T.L. Civil Rights Code, or in any other tribal or federal statute. Claims based upon rights, other than such procedural due process rights, shall be pursued under 20 M.P.T.L. Civil Rights Code and shall be brought against the Tribe.

f. As to both parties under this Title, procedural due process rights shall mean the parties' rights at the Board of Review to a meaningful opportunity to be heard including an opportunity to present witnesses and to question witnesses. Further, both parties are entitled to representation by legal counsel, if desired, retained at their own expense.

g. As to the Employee under this Title, "procedural due process rights" shall include those rights listed in subsection 3(f) of this Title and the right to adequate notice of the Disciplinary Action, including the basis for such action.

8 M.P.T.L. ch. 1 § 4

§ 4. Record Before the Court

The Record shall consist of:

- a. a transcript of all recorded proceedings before the Board of Review;
- b. a copy of all evidence, whether testimonial or documentary, presented to the Board of Review;
- c. a copy of the Final Decision rendered by the Board of Review; and
- d. notice of the Final Decision by the Moderator.

8 M.P.T.L. ch. 1 § 5

§ 5. Assembly of the Record

a. Within 30 days of filing of the appeal, the Moderator shall assemble the Record on appeal, shall certify to the tribal court that it is a true and correct copy of the original documents considered by the Board of Review, and shall file the Record with the tribal court. The Moderator shall bind and consecutively number pages of the Record and shall provide an index indicating the identity and page location of each document.

b. The Moderator shall provide a copy of the certified Record to the parties at no charge.

8 M.P.T.L. ch. 1 § 6

§ 6. Pre-Hearing Conference

a. Within 30 days of the filing of the Record, the court shall schedule and conduct a pre-hearing conference to deal with the following matters:

- (1) correction of the Record;
- (2) clarification of issues;
- (3) preparation of stipulations;
- (4) scheduling of briefs or other written argument;
- (5) setting of the hearing date and such other deadlines as the court deems appropriate;
- (6) setting a date for an additional pre-hearing conference; or
- (7) other matters that may facilitate the resolution of the matter.

b. At the conclusion of the pre-hearing conference, the court may issue any necessary orders.

c. The court may extend or shorten deadlines in the interest of fairness or expediting the proceedings.

8 M.P.T.L. ch. 1 § 7

§ 7. Briefs

a. No later than 60 days from the filing of the Record, the appealing party shall file two copies of a typed or clearly legible copies of a brief which shall clearly and concisely set forth the specific reasons for requesting a review of the Final Decision. The brief shall not exceed 25 double spaced pages in length, unless permission is granted by the court, and shall include proper citations for any legal authorities relied upon and specific references to the Record.

b. The responding party's brief shall be filed within 30 days of the filing of the

appealing party's brief and shall conform to the rules as described above.

c. The appealing party shall have the right to submit a reply brief within 10 days of the filing of the responding party's brief. The reply brief shall not exceed 10 double spaced pages in length and shall be limited to the issues raised in the responding party's brief.

d. At the conclusion of the hearing, the court may order additional briefs, as the court deems necessary.

e. The court, on its own or by way of motion filed by either party, may modify the foregoing briefing timetable as necessary and appropriate to accommodate its own calendar and/or that of the movant, so long as doing so would not cause undue hardship to the other party.

8 M.P.T.L. ch. 1 § 8

§ 8. Hearing

a. The hearing shall be held within 10 days of the filing due date of the reply brief, unless the court orders otherwise.

b. The hearing and the court's review shall be limited to the Record before the court, any briefs filed by the parties, and oral argument presented by the parties.

c. The court shall not substitute its judgment for that of the Board of Review as to the weight of the evidence or credibility of the witnesses.

d. The Record may only be supplemented with new evidence as set forth in this Section 8(d) and 8(e). In the interest of a fair review of the Employee's appeal, upon a showing of exceptional circumstances, the court may review new or additional evidence, or may remand the matter to the Board of Review to review new or additional evidence, provided that such new or additional evidence is shown not to have been previously available for consideration at the Board of Review hearing through no fault of either party and that such new evidence is relevant and probative of the appeal.

e. In the unusual circumstance where testimony outside of the Record is deemed necessary and appropriate in connection with the matter being appealed, the court may compel the attendance of necessary witnesses. Prior to taking such testimony in connection with an appeal, however, the court shall assess whether the matter should be remanded to the Board of Review for purposes of taking and considering such testimony.

f. In reviewing an appeal, the court shall determine whether the Board of Review's Final Decision was appropriate by considering whether:

(1) There was a reasonable basis for the Board or Review's consideration that the Employee did or did not violate the policies and/or procedures established by the Employer for the position held by the Employee;

(2) There was a reasonable basis to find that the Employer did or did not substantially comply with the policies and/or procedures regarding discipline;

(3) The Employee was given a description of the offense or conduct that was the basis for the Disciplinary Action and both parties were afforded a reasonable opportunity to present and refute evidence regarding the offense or conduct and/or evidence of aggravating or mitigating circumstances relating thereto;

(4) There was a reasonable basis for the Board of Review's decision as to whether the form of discipline was or was not appropriate for the offense or conduct; and

(5) The Board of Review's decision is in violation of tribal law or exceeds the Board's authority under tribal law;

g. In reviewing an appeal when the Employee is covered by a Collective Bargaining Agreement, the court shall use the same standard of review set forth in subsection 8(f) of this Title, except that the review shall be based on whether or not the Employee violated and whether or not the Employer substantially complied with the Collective Bargaining Agreement and any applicable Employer policies and/or procedures.

8 M.P.T.L. ch. 1 § 9

§ 9. Miscellaneous

a. All actions brought pursuant to this Title shall be heard by the court and not a jury. No costs shall be taxed against the Tribe or its enterprises.

b. In all actions where it is alleged that the liability of the Employer is based upon or related to the action of an agent, servant, or employee of the Employer acting within the scope of his or her employment, there shall be no separate cause of action existing against said agent, servant, or employee, and nothing in this Title shall be construed to waive the sovereign immunity of the Tribe to the extent that sovereign immunity would be applicable to such individual.

c. With respect to any action brought hereunder, in addition to possible reinstatement of employment, damages awarded by the tribal court shall be limited to actual damages consisting of ascertainable loss of salary or wages, and/or benefits sustained as a result of a Disciplinary Action.

d. The following shall not apply to appeals against the Tribe or any arm, department, subdivision, agency or entity of the Tribe: (i) any rule of law imposing absolute or strict liability; (ii) any award or other judgment imposing consequential, punitive or exemplary damages; (iii) any award for loss of consortium; (iv) any award for pain and suffering or mental anguish; and (v) any order for injunctive relief.

8 M.P.T.L. ch. 1 § 10

§ 10. Rulings

a. Upon the consideration of the factors listed in Section 8(f), if the court finds that the Board of Review's decision was not appropriate it shall render a decision in favor of the appealing party pursuant to subsection (b) of this Section.

b. In the event the court renders a decision in favor of the Employee, the court may order reinstatement of the Employee and/or award lost wages and benefits as provided by this Title. Where appropriate, the court may hold a closed hearing with the parties so that the terms of an appropriate employment arrangement and a determination of damages may be made part of any final order of the court.

c. The court shall issue a written reasoned decision supported by references to the Record.

8 M.P.T.L. ch. 1 § 11

§ 11. Arbitration

a. Any party to a Collective Bargaining Agreement aggrieved by the alleged failure, neglect or refusal of another to arbitrate under an agreement to arbitrate contained in a Collective Bargaining Agreement may petition the tribal court for an order directing that such arbitration proceed in the manner provided for in such agreement.

b. At any time within one year after an Arbitration Award has been rendered, any party to the arbitration may petition the tribal court for an order confirming the award. The court shall grant such petition unless the Arbitration Award has been vacated or modified as prescribed in Sections 11(c) & (d) of this Title. If the Arbitration Award requires the performance of any act or payment of money, the tribal court may issue such orders as necessary to enforce such Arbitration Award.

c. Upon application of any party to an Arbitration Award, the tribal court shall make an order vacating an Arbitration Award if it finds, by clear and convincing evidence, any of the following defects: (1) the award has been procured by corruption, fraud or undue means; (2) there has been evident partiality, bias or corruption on the part of any arbitrator; (3) the award is in direct conflict with tribal law; (4) the arbitrator(s) were guilty of misconduct in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party have been prejudiced; or (5) the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made. Notwithstanding the time within which an Arbitration Award is required to be rendered, if an award issued pursuant to a grievance taken under a Collective Bargaining Agreement is vacated the court shall direct a rehearing unless either party affirmatively pleads and the court determines that there is no issue in dispute.

d. Upon application of any party to an Arbitration Award, the tribal court shall make an order modifying or correcting an Arbitration Award if it finds, by clear and convincing evidence, any of the following defects: (1) there has been an evident material miscalculation of figures or an evident material mistake in the description of any person, thing or property referred to in the award; (2) the arbitrators have awarded upon a matter not submitted to them unless it is a matter not affecting the merits of the decision upon the matters submitted; or (3) the award is imperfect

in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to carry out the intent thereof and promote justice between the parties.

e. When interpreting and applying the provisions of Section 11 of Title 8, the tribal court shall be guided by the decisions of the federal courts interpreting similar provisions in the Federal Arbitration Act.

f. At any time during arbitration being conducted pursuant to a Collective Bargaining Agreement entered pursuant to 32 M.P.T.L. the parties to the arbitration may jointly petition or the arbitrator may petition the tribal court for a determination of any issue of tribal law. The tribal court shall issue its determination of tribal law and such determination shall bind the arbitrator(s) in rendering the Arbitration Award. Either party to the arbitration may appeal the tribal court's determination of tribal law to the Mashantucket Pequot Court of Appeals by filing a notice of appeal with the Court of Appeals within 20 days of the tribal court's determination.

g. Any application filed under Section 11(c) or 11(d) must be filed with the tribal court within 30 days after the parties to the Arbitration are notified of the Arbitration Award.

8 M.P.T.L. ch. 1 § 12

§ 12. Appeal

The decision of the court may be appealed to the Mashantucket Pequot Court of Appeals. The decision of the Court of Appeals shall be final.

8 M.P.T.L. ch. 1 § 13

§ 13. Application of Law

Any matter brought pursuant to this Title shall be determined in accordance with tribal law. The court may be guided, but shall not be bound by the common law of other jurisdictions.

8 M.P.T.L. ch. 1 § 14

§ 14. Effective Date

This Title and any amendments thereto shall apply to any Disciplinary Action imposed on or after its enactment. The amendments to this Title concerning arbitration under Collective Bargaining Agreements shall apply to any Collective Bargaining Agreement in effect on the date of enactment of the amendments and to any Collective Bargaining Agreement entered after their enactment.

TITLE 9. COMMERCIAL

CHAPTER 3. TRADE NAME CERTIFICATES

9 M.P.T.L. ch. 3 § 1

§ 1. Filing of Trade Name Certificates (a/k/a D/B/A Certificates or Fictitious Name Certificates)

a. Any person conducting or transacting business in Mashantucket under any assumed name, or under any designation, name or style, corporate or otherwise, other than the real name or names of the person or persons conducting or transacting such business must file, with the Office of the Tribal Clerk, a certificate stating the name under which such business is being or is to be conducted or transacted and the full name and address of each person conducting or transacting such business.

b. A certificate as described in Section 1(a) of this law shall be executed by each person conducting or transacting such business.

c. The Tribal Clerk shall keep an alphabetical index of the names of all persons filing such certificates and of all names or styles assumed as provided in this section.

d. A copy of any such certificate, certified by the Tribal Clerk shall be presumptive evidence of the facts contained in such certificate. The provisions of this section shall not prevent the lawful use of a partnership name or designation if such partnership name or designation includes the true surname of at least one of the persons composing such partnership.

TITLE 12. CIVIL ACTIONS

CHAPTER 1. CIVIL ACTIONS LAW

12 M.P.T.L. ch. 1 § 1

§ 1. Tribal Forum

a. The Mashantucket Pequot Tribal Council recognizes that it is in the best interest of the Tribe to provide a forum to address civil causes of action, including civil actions by or against the Tribe, tribal enterprises, tribal members and any other person or entity who, through their residence, presence, business dealings, other actions or failures to act, or other significant minimum contacts with the Tribe or on tribal lands, are entitled to civil redress or incur civil obligations. For purposes of this law, "tribal lands" means Indian country, as that term is defined in 18 U.S.C. § 1151. The intent of this law is that the jurisdictional powers of

the Mashantucket Pequot Tribal Court shall be exercised to the fullest extent possible and construed to serve the ends of justice.

b. Jurisdiction. Except as may be limited by tribal or federal law, the tribal court shall have jurisdiction over all civil causes of action and the tribal court shall have the power to fashion any equitable or legal remedy reasonably required to enforce judgments, including but not limited to, attachments, garnishments and executions. The Tribal Court shall have jurisdiction to hear and decide, through a declaratory judgment action, matters pertaining to the legal sufficiency or validity of a petition presented pursuant to Articles VII, VIII, and XI of the Mashantucket (Western) Pequot Constitution, and the sovereign immunity of the Tribe is hereby waived for the limited purpose of such a declaratory judgment action in Tribal Court provided such action is commenced within twenty (20) days from the time the Tribal Council does not accept the validity or sufficiency of the petition.

c. Personal Jurisdiction. As to a cause of action arising from any of the acts enumerated in this section, the tribal court may exercise personal jurisdiction over any person, Indian or non-Indian, or any entity:

(1) who is served with process on tribal lands;

(2) who consents to such jurisdiction;

(3) who in person or through an agent;

(a) transacts any business or activity on tribal lands;

(b) commits a tortious act on tribal lands;

(c) commits a tortious act outside tribal lands causing injury to person or property within tribal lands if the person either regularly does or solicits business, or engages in any other regular course of conduct, or derives substantial revenue from goods used or consumed or services rendered on tribal lands, or otherwise expects or should reasonably expect the act to have consequences on tribal lands;

(d) owns, uses, or possesses any property real or personal, or any interest therein, within tribal lands;

(e) enters into any contract made on tribal lands or to be performed on tribal lands;

(f) engages in any business solicited on tribal lands by mail, telecommunication, or otherwise if the person has repeatedly so solicited business, whether the orders or offers relating thereto were accepted within or without tribal lands; or

(g) engages, directly or indirectly, in the production, manufacture or distribution of goods by a person with the reasonable expectation that such goods are to be used or consumed on tribal lands and are so used or consumed, regardless of how or where the goods were produced, manufactured, marketed or sold or whether or not through the medium of independent contractors or dealers.

(h) who violates the civil rights of any person, as defined in the 20 M.P.T.L. Civil Rights Code. None of the foregoing bases of jurisdiction is exclusive or exhaustive,

and jurisdiction may be established upon any one or more bases as applicable,

d. Limitation on Jurisdiction.

(1) As provided in the tribal law establishing the Tribal Court, 1 M.P.T.L. ch. 1, § 2(c), the tribal court shall not exercise civil jurisdiction over any action arising from a contract or agreement to which the Tribe is a party or by which it may be bound if such contract contains an express provision prohibiting the exercise of jurisdiction by the tribal court, whether approved prior to or subsequent to the enactment of this law, provided that the tribal court shall have jurisdiction to enforce an agreement to arbitrate or an arbitration award relating to such contract if the contract provides for such action.

(2) Nothing provided in this law shall be deemed to be a waiver of the sovereign immunity of the Tribe or a tribal enterprise unless such immunity has been waived in the context of the particular case before the tribal court, or has been expressly waived by this law. Nothing contained in this law shall be construed to be a waiver of the sovereign immunity of the Tribe or any tribal enterprise from suit in state or federal court or in any action before any state or federal agency, or in any other forum or context.

(3) There shall be no cause of action in the tribal court for alleged gaming losses, the jurisdiction of which has been specifically reserved for consideration by the Mashantucket Pequot Gaming Commission. For purposes of this section, "gaming loss" means any claim brought to recover damages for pecuniary loss resulting from the engagement by any person in activities classified as "class I gaming," "class II gaming," or "class III gaming," as those terms are defined in the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721.

(4) There shall be no cause of action in the tribal court relating to, or which may affect, banishments or exclusions, except that this provision shall not prohibit the tribal court from imposing civil or criminal penalties for the violation of a banishment or exclusion order.

12 M.P.T.L. ch. 1 § 2

§ 2. Tort Actions to Which the Tribe is a Party

a. The Tribe hereby expressly waives its sovereign immunity from suit in the tribal court for actions founded upon a tort of the Tribe or its agents, servants, or employees acting within the scope of their employment.

b. In any judgment under this law against the Tribe, the court may award damages as hereinafter provided:

(1) The court may enter an award for actual damages.

(2) For any injury resulting in death, the court may enter an award for actual damages, but in no event shall the award be less than One Hundred Thousand (\$100,000) Dollars.

(3) In addition to an award for actual damages, the court may enter an award for any injury resulting in permanent significant disfigurement or permanent significant scar of the face, head, or neck, or, on any other area of the body only if the resulting permanent significant disfigurement or permanent significant scar handicaps the claimant in obtaining or continuing to work. In determining an appropriate damage award for a permanent significant disfigurement or permanent significant scar, the court shall calculate such an award pursuant to Title 13 M.P.T.L. ch. 4, §§ 12(c) and 12(d); except that when the claimant is not employed, the court shall use the rate of Two Hundred (\$200.00) Dollars per week, without deduction.

(4) In addition to an award for actual damages, the court may enter an award for pain and suffering or mental anguish in an amount which shall not exceed 200% of the actual damages sustained.

(5) "Actual Damages" means the ascertainable loss of money or property sustained as a result of an injury without any reduction for collateral sources.

(6) For purposes of calculating pain and suffering or mental anguish, actual damages shall include the reasonable value of expenses or losses incurred, notwithstanding offsets resulting from adjustments or write offs based on contractual relationships or other arrangements between third party payors, including but not limited to Medicare or private insurance carriers.

(7) In causes of action based on negligence, contributory negligence shall not bar recovery in an action by any person or the person's legal representative to recover damages resulting from personal injury, wrongful death or damage to property if the negligence was less than or equal to the combined negligence of the person or persons against whom recovery is sought. Any award for damages to a person shall be reduced in proportion to the person's contributory negligence. However the person shall recover nothing if claimant's contributory negligence is determined to be greater than fifty (50%) percent.

(8) In causes of action based on personal injuries resulting from the negligence of a healthcare provider no award or judgment shall exceed Five Million (\$5,000,000.00) Dollars. A "healthcare provider" is defined as any physician, dentist, pharmacist, nurse, physical therapist, clinical psychologist, clinical social worker, professional counselor or emergency medical care attendant or technician, and includes any individuals who provide substantially similar services to those provided by the individuals described above. Healthcare providers shall include anyone who assists any of the above individuals in providing the services and any employer, facility or institution either employing said individuals or engaging them as consultants, independent contractors or otherwise. The limit provided for herein shall be the maximum aggregate recovery for any injury resulting from negligence of a healthcare provider. In the event there are multiple defendants, the total judgment against all defendants combined shall not exceed the maximum provided. Nothing in this Section 2(b)(8) shall alter the method of calculating damages as provided otherwise in this Section 2 subject to the maximum award provided herein.

c. Nothing in this law shall affect the provisions of the tribal law applicable to the Gaming Enterprise, 4 M.P.T.L. ch. 1, which shall remain in full force and effect.

d. The amendments to this law pursuant to TCR052907-06 of 09 shall be applicable to claims accruing after May 29, 2007, the date of the enactment of TCR052907-06 of 09.

TITLE 14. LAND USE LAW

CHAPTER 1. DECLARATION OF PURPOSE AND POLICY

14 M.P.T.L. ch. 1 § 1

§ 1. Purpose

The Tribal Council declares that the purpose of this Law is to provide for sound regulation and oversight of Land Use Activities within Mashantucket through a fair, timely, and organizationally sensible permitting process. The Tribal Council declares that this Law shall apply to all Land Use Activities within Mashantucket.

14 M.P.T.L. ch. 1 § 2

§ 2. Overall Policy

The Tribe recognizes the critical importance of establishing sound, uniform Land Use procedures to govern development upon tribal lands, thus ensuring the protection of tribal lands, the maintenance of environmental quality and the overall welfare of the Tribe. The underlying policies of this Law are to:

- a. protect and enhance both human and natural resources for future generations;
- b. promote beneficial land uses without environmental degradation, risk to health or safety, or other undesirable and unintended consequences;
- c. preserve the Tribe's historical, cultural, and natural resources; and
- d. facilitate timely, efficient and safe execution of approved and permitted Land Use Activities.

CHAPTER 2. DEFINITIONS

14 M.P.T.L. ch. 2

Ch. 2. Definitions

- a. For purposes of this Title, all terms not defined herein will have the meaning

given within applicable Land Use Regulations. Use of the singular shall also include the plural.

b. Definitions

(1) "Administrator" means the MPTN Regulatory Affairs Officer. The Administrator has the primary responsibilities of running the Land Use Commission meetings, ensuring compliance with the Commission Procedures, and carrying out the decisions of the Commission.

(2) "Applicant" means the Owner, the Design Professional in Responsible Charge, or the Project Manager, as defined herein, who applies for a Permit to conduct a Land Use Activity.

(3) "As-built Drawings" means drawings prepared by the contractor that show, in red ink, changes to the original construction documents. The accurate locations of concealed items such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, and the like, shall be measured and their sizes and nature noted. As-built drawings are typically associated with interior construction work.

(4) "Building Code" means Title 3 of Land Use Regulation which specifies the nationally recognized model building codes, reference standards and Mashantucket contingent supplements, adopted by the Commission.

(5) "Building Official" means the Commissioner representing the Building Code Enforcement program discipline.

(6) "Certificate of Completion" means the final certificate issued by the Commission granting final authorization to occupy or use the permitted Land Use Activity, which include:

(a) A Certification of Occupancy, which shall be required for activities involving:

(i) new Facilities or expansions of existing Facilities, or

(ii) new uses, expansions of existing uses, or material changes of uses.

(b) A Certificate of Use, which shall be required for all other permitted Land Use Activities; and

(c) Temporary and Partial Certificates of Occupancy or Use authorizing the conditional occupancy or use and are not final Certificates of Completion.

(7) "Certificate of Substantial Completion" means a certificate issued to the Land Use Commission by the Design Professional in Responsible Charge attesting that the work is substantially complete. Certificates of Substantial Completion must be in a format approved by the Commission.

(8) "Code" means a nationally recognized model code or reference standard adopted by the Commission, including any Mashantucket contingent supplement, that specifies the minimum standards necessary to ensure the health, safety, and welfare of all

residents, employees, and guests within Mashantucket.

(9) "Commercial Activity" means any structure or project that is not a Residential Project as defined herein.

(10) "Commission" means the Mashantucket Pequot Tribal Land Use Commission.

(11) "Commissioner" means any person serving on the Commission who represents a department or program discipline identified within Ch. 3, § 4 of this Title.

(12) "Commission Procedures" means the rules of procedure, specified within Title 1 of the Land Use Regulations, which govern the conduct of Commission business. Such rules shall:

(a) ensure efficient and fair conduct of Commission business, and

(b) be consistent with applicable Tribal Laws and Land Use Regulations.

(13) "Deferred Submittal" means documents pertaining to any portion of the design that were not submitted with the Application.

(14) "Design Professional in Responsible Charge" means a licensed professional responsible for reviewing and coordinating all submittal documents prepared by others for the compatibility with the design of the building. The purpose is to coordinate the diverse submitted documents, prepared by various consultants, which may include deferred submittals, special inspections, and structural observations.

(15) "Facility" means any part of a building, or an entire building.

(16) "Fire Prevention Code" means Title 4 of Land Use Regulation which specifies the nationally recognized model codes, reference standards and Mashantucket contingent supplements adopted by the Commission for fire protection and life safety.

(17) "Fire Marshal" means, for the purpose of this Title, the Commissioner representing the Fire Safety program discipline.

(18) "Land Use Activity" means any construction or other activity which materially changes the use, appearance, or occupancy of land or a Facility, or the intensity of use of land or a Facility.

(a) Land Use Activities include, but are not limited to:

(i) new Facilities, expansions of existing Facilities, new uses, material changes in or expansions of existing uses;

(ii) a change to, or use of, utility infrastructure such as new utility services, a change to interior circuits, cabling or plumbing, a change resulting in an increase of utility demand, a change in the character of sanitary discharge, or installation of any equipment intended to treat or condition utility provided resources;

(iii) an activity with the potential to impact natural resources including the

deposit or discharge to air, water or land, cutting of native vegetation, or a project with the potential to cause a release of a polluting substance;

(iv) an activity or change of use with the potential to impact public safety, impact existing life safety systems, changes to occupancy of a room or that necessitates a change to any emergency plan or procedure;

(v) an activity determined to have the potential to impact cultural or historic resources of the Tribe; or

(vi) any activity which is specifically designated as a Land Use Activity within a Land Use Regulation.

(b) Land Use Activities do not include:

(i) routine maintenance, including like for like replacement of equipment, or installation of finishes or fixtures which would not typically require inspection by a code official or fire marshal;

(ii) activities involving construction of culturally traditional Facilities, such as wetus, provided that they are constructed utilizing traditional methods; or

(iii) emergency situations where there is a clear, sudden, unexpected, and imminent threat to life, health, property, environment, or essential public service demanding immediate action to prevent or mitigate loss of, or damage to such, if corrective action is not undertaken immediately.

(19) "Land Use Regulations" or "L.U.R." means Commission Procedures, Regulations, Codes, and Standards, promulgated or otherwise adopted by the Commission. Land Use Regulations shall include any rule or standard, applicable to a program discipline represented on the Commission, existing upon the effective date of this Law.

(20) "Mashantucket" means the Mashantucket (Western) Pequot Reservation, which shall include all lands held in trust by the United States of America for the benefit of the Mashantucket (Western) Pequot Tribe.

(21) "Owner" means any person who owns, leases, operates, or controls, the Land Use Activity.

(22) "Passive Consent" means that no Commissioner has objected after having received notice, from the Administrator, of the proposed action, and

(a) a period of at least twenty-four (24)-hours has transpired, or

(b) the Administrator actively polled a majority of Commissioners, including all those the Administrator would reasonably expect could have a concern with the subject matter, and received no single objection.

(23) "Permit" means the whole or any part of any license, certificate, approval or similar form of permission which may be required of any Person by provisions of this Land Use law.

(24) "Permittee" means the Person, responsible for any Land Use Activity, to whom a Land Use Permit was issued.

(25) "Person" means any individual, partnership, firm, company, contractor or subcontractor, corporation, association, organization, estate, governmental entity or any other legal entity or its representative, agent or assign.

(26) "Private Residence" means:

(a) a Facility that is occupied and used exclusively as a place of residence, or

(b) if only part of a Facility is occupied as a private residence, that part of the Facility.

(27) "Project Manager" means the individual selected by the Owner who is:

(a) authorized to make decisions and take action on behalf of the Owner; and

(b) responsible for, or directly oversees, those individuals responsible for, all aspects of the Land Use Activity.

(28) "Punchlist" means a list of those finishing items required to complete the Land Use Activity, the completion of which shall not materially interrupt nor affect the safe occupancy or use of the permitted project after Substantial Completion.

(29) "Qualified Surveyor" means a person who holds a valid license as a land surveyor or other competent person approved by the MPTN Planning program.

(30) "Quorum" means, for an in-person meeting, that four (4) Commissioners are present. For an electronic vote, at least four (4) Commissioners must submit a vote for a quorum to be present.

(31) "Record Drawings" means drawings prepared by the Design Professional in Responsible Charge that reflect all information recorded on the As-built and Survey Drawings. They are to be compiled as a complete set of all site changes as a result of the Land Use Activity.

(32) "Residential Activity" means any activity involving a Private Residence or any Facility or project directly adjacent to the same. Said Facilities shall be limited to dwelling units that have no more than four dwelling units in one structure.

(33) "Significant" means, as used to determine whether a significant change in Total Cost of the Activity has occurred which will impact the Land Use Fee:

(a) Any change increasing or decreasing Total Cost of the Activity by ten (10) percent or more, except that,

(b) changes less than Fifty Thousand (\$50,000) Dollars shall not be deemed Significant.

(34) "Special Inspections" are inspections of selected materials, equipment, installation, fabrication, erection or placement of components and connections;

these inspections confirm compliance with approved construction documents and referenced standards.

(35) "Stamped" means, in general, bearing the stamp and signature of the Design Professional in Responsible Charge. Specifically, the term "Stamped" when applied to submittals made to the Commission, shall mean on the title page, and on every sheet of the documents, drawings, or specifications, including modifications to the documents, drawings, and specifications that become part of change orders or addenda to alter those documents, drawings, or specifications.

(36) "Standards" means program-specific criteria that specify requirements and preferences in addition to those in the applicable Codes and Regulations.

(37) "Substantial Completion" means the point at which the project is sufficiently in compliance with all Permit terms and conditions and suitable for occupancy or use for its intended purpose.

(38) "Survey Drawings" means drawings prepared by a Qualified Surveyor during construction for the purpose of site documentation. Survey drawings are typically associated with exterior work and must record the accurate location, size, and nature of all items required, and to the standards specified, within Title 9 of the Land Use Regulations.

(39) "Total Cost of the Activity" means:

(a) the total design and construction cost related to the activity for which a permit is being sought, including:

(i) project management and all design professional services;

(ii) costs associated with all necessary permitting;

(iii) cost to mobilize, demolish, construct, fabricate, or install and all management services related to such;

(iv) budgeted contingency;

(v) any testing, inspection or monitoring services;

(vi) all equipment and materials, which are to be attached to a structure in any manner whether permanently or semi-permanently.

(b) wages for direct employees of the Owner, that are not included within the Owner's project budget, are not part of the Total Cost of the Activity.

(40) "Tribal Council" means the governing body of the Mashantucket Pequot Tribe.

(41) "Tribe" or "Tribal Nation" or "MPTN" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation. "Tribal" refers to this Tribe.

CHAPTER 3. LAND USE COMMISSION

14 M.P.T.L. ch. 3 § 1

§ 1. Establishment

There is hereby established a Land Use Commission charged with carrying out all tasks related to the regulation of Land Use activity within Mashantucket.

14 M.P.T.L. ch. 3 § 2

§ 2. Authority

The Commission shall have the authority to regulate all Land Use activity within Mashantucket as set forth in this Law and in Land Use Regulations. The Commission shall have the specific authority to:

- a. Promulgate, in accordance with Chapter 4 of this Title, Land Use Regulations as the Commission finds necessary or appropriate to carry out the provisions of this Law;
- b. Issue Permits, variances, and Certificates of Completion;
- c. Inspect, monitor, meter, sample and examine records necessary to determine whether or not the Land Use Activity complies with this Law and Land Use Regulations; and,
- d. Enforce compliance with this Law and Land Use Regulations pursuant to Chapter 9 of this Law.

14 M.P.T.L. ch. 3 § 3

§ 3. Administration

a. Administration of the Commission, unless otherwise specifically designated by Tribal Council, will be the responsibility of the MPTN Regulatory Affairs Officer who shall serve as the Commission Administrator.

b. The Administrator shall have responsibility for running the Commission meetings, carrying out the decisions of the Commission, and ensuring compliance with the Commission Procedures.

(1) The Administrator shall have authority to delegate Commission-related business to the Commissioner(s) whose department or program discipline has expertise in a subject matter.

(2) The Administrator shall have the authority to draft Commission Procedures which, when adopted by majority vote of the Commission, will govern the conduct of the Commission business.

(3) The Administrator shall appoint an Administrative Assistant who shall serve as an agent of the Commission responsible for maintaining the record of Commission business.

14 M.P.T.L. ch. 3 § 4

§ 4. Composition of the Commission

a. The Commission shall be composed of one representative from the following departments or program disciplines:

- (1) Fire Safety;
- (2) Historic Preservation;
- (3) Natural Resources Protection;
- (4) Building Code Enforcement;
- (5) Utilities;
- (6) Planning & Zoning;
- (7) Tribal Member Community;
- (8) Mashantucket Pequot Gaming Enterprise; and
- (9) Food Safety and Sanitation.

b. Unless specifically appointed by Tribal Council, each department or program discipline shall be represented as described in the Commission Procedures.

c. The Administrator shall notify Tribal Council, within five (5) business days, of any changes to the composition of the Land Use Commission.

CHAPTER 4. LAND USE REGULATIONS

14 M.P.T.L. ch. 4 § 1

§ 1. Land Use Regulations

a. The Commission shall have the authority to promulgate and adopt Land Use Regulations, which shall consist of Commission Procedures, Regulations, Codes, and Standards.

b. Each Commissioner is responsible for drafting or proposing for adoption Regulations, Codes, and Standards specific to the program discipline that he or she represents on the Commission.

c. Following submission to the Commission for preliminary approval, draft Land Use Regulations will be forwarded, with a statement of the principal reason it was drafted, to the Office of Legal Counsel, which will review the draft Land Use Regulation for legal sufficiency. The Office of Legal Counsel will have fifteen (15) calendar days to provide a written opinion on whether:

(1) the draft Land Use Regulation addresses the principal reason it was drafted; and

(2) it conflicts with any Tribal or federal law or regulation.

d. If the Commission makes substantive changes after receiving an opinion from the Office of Legal Counsel, the draft Land Use Regulation will be forwarded to the Office of the Legal Counsel for further review.

e. To adopt a draft Land Use Regulation, the Commission will hold a vote.

f. Codes and Standards will be adopted by majority vote of the Commission. provided that:

(1) the code is the same nationally recognized model code or reference standard, including reference year, as that currently enforced by the jurisdiction immediately surrounding Mashantucket, and

(2) any proposed Mashantucket contingent supplement to that code contains no provision more rigorous than that stipulated within the referenced model code or the contingent supplement enforced by the jurisdiction immediately surrounding Mashantucket.

g. Regulations will be adopted by a majority vote of the Commission; provided that following such vote the Commission will forward the Regulation to the Standing Committee, as defined in Article VI § 8 of the Constitution of the Mashantucket Pequot Tribe, with jurisdiction over the subject matter of the proposed Regulation.

(1) The Standing Committee may vote to approve or disapprove the Regulation, or may vote to recommend changes for the Commission to consider.

(2) If, after thirty (30) calendar days, the Committee has not approved, disapproved, submitted recommended changes, or requested additional time to review the proposed Regulation, the proposed Regulation or amendment will be deemed approved by the Standing Committee.

h. Following approval by the Committee, the proposed Regulation shall be forwarded to the Tribal Council. The proposed Regulation or amendment shall be effective after thirty (30) calendar days unless Tribal Council has taken action.

i. Posting of Land Use Regulations

The Administrator shall post to a website, accessible to the general public, all Land Use Regulations. Nationally recognized model codes that are adopted may be represented by reference.

j. Administrative Changes

The Administrator may make administrative changes to an existing Land Use Regulation provided that they are necessary to:

- (1) Correct typographical errors;
- (2) Clarify requirements, if it is determined through consultation with the Office of Legal Counsel that such changes do not alter any substantive requirement or provision within the regulation; or
- (3) Make consistent with any new, or change to existing, federal regulation.

CHAPTER 5. LAND USE PERMIT

14 M.P.T.L. ch. 5 § 1

§ 1. Permit Required; Authorization

Any person, prior to commencing any Land Use Activity within Mashantucket, shall obtain a Permit from the Commission as provided herein.

14 M.P.T.L. ch. 5 § 2

§ 2. Pre-Application Consultation

a. Prospective applicants can consult with the Commission early in the project design process by:

- (1) requesting formal pre-application review consultation which shall take place during an official Commission meeting; or,
- (2) directly engaging individual Commissioners for informal pre-application review consultation.

b. Direction given by a Commissioner during informal consultation, as described in subsection (a) (2), cannot be subsequently used as a basis for appeal unless it is made part of the official record as stipulated within the Commission Procedures.

c. Direction provided during consultation contrary to a Land Use Regulation cannot be used as a basis for appeal unless such direction has been formalized within a variance.

14 M.P.T.L. ch. 5 § 3

§ 3. Permit Application

a. An application for a Land Use Permit shall be made through the use of forms

designated by the Administrator. The application shall include all plans, specifications, studies, reports, or other reasonable information requested by the Administrator, the Commission, or an expert providing a recommendation to the Commission.

b. Minimum application requirements shall be specified with Commission Procedures (1 L.U.R. 3, § 1).

c. An application shall not be deemed complete unless accompanied by the applicable land use fee as specified within § 4 of this chapter.

d. The Commission will require that drawings and specifications be Stamped by the Design Professional in Responsible Charge for certain activities as provided in the Commission Procedures.

(1) When required, drawings must be prepared, signed and dated by an architect or engineer duly authorized and licensed to practice in the state of Connecticut.

(2) The Commission, at their discretion, may accept documents Stamped by Design Professionals in Responsible Charge licensed by states other than Connecticut.

14 M.P.T.L. ch. 5 § 4

§ 4. Fee

a. The land use fee shall be calculated according to the following schedule:

(1) For all Commercial Activities, the fee shall be ten dollars per thousand (\$10 per \$1,000) of Total Cost of the Activity. The minimum fee for Commercial Projects will be Twenty (\$20.00) Dollars.

(2) For Residential Activities, the fee shall be five dollars per thousand (\$5 per \$1,000) of the Total Cost of the Activity.

(3) Under the following circumstances the Commission may set, in lieu of the fee outlined in (1) or (2), the land use fee equal to the direct cost associated with any necessary third party review or inspection service the Commission requires:

(a) when specifically requested by Tribal Council;

(b) when the Commission determines that the project benefits the Tribal Member Community, and is either a temporary Tribal Member Community event or involves no physical construction other than erection of culturally traditional structures; or,

(c) when a variance request to an existing Permit, or other project not requiring a Permit, is submitted to the Commission for consideration.

b. The Applicant shall notify the Administrator within fifteen (15) calendar days of learning of any Significant change in the estimated Total Cost of the Activity used to calculate the land use fee.

c. Failure to provide timely notice to the Commission of a significant change in Total Cost of the Activity may result in enforcement action including suspension or revocation of the permit issued.

d. Any person who requires a Permit from the Commission must pay the land use fee.

(1) Except as provided in § 4(d) (2), the land use fee shall be paid upon submittal of the Permit Application.

(2) Under unique circumstances, as specified within the Commission Procedures, the Commission may reduce the fee due with the Application and establish a payment schedule for the balance of the land use fee prior to consideration of the project provided that:

(a) Failure to pay any installment established will void the issued Permit; and

(b) Upon a change in ownership of the Land Use Activity, the full balance of the land use fee is immediately due and payable within forty (40) calendar days; otherwise, the issued Permit shall become null & void and require a new Permit consistent with all provisions specified within this Title.

(3) In addition to the land use fee, the Commission may issue invoices to the Applicant for any fees incurred as a result of third-party review or inspection services required by the Commission.

e. The Administrator shall specify within Commission Procedures a process to reconcile any land use fee balance.

14 M.P.T.L. ch. 5 § 5

§ 5. Permit Application Review

a. When the Application and supporting materials are received and deemed to be substantially complete, the Administrator shall notify the Commission and commence the review period.

b. The Administrator, when notifying the Commission, may recommend Administrative Review for any Application which he believes is pertinent mainly to one program discipline represented on the Commission, or multiple disciplines that are likely to share similar project-related concerns (e.g. Building Code Enforcement and Fire Safety). If a Commissioner objects to Administrative Review, the full Commission will review the pending Application. If there is no objection to Administrative Review, the Administrator will forward the entire application package for review to the representative of the relevant discipline.

c. The Commission Procedures shall contain procedures governing both Administrative Review and Commission review. Such procedures shall:

(1) Ensure effective communication between Commissioners and the Applicant concerning status of the review and all Commission issues raised;

(2) Provide for maintenance of an accurate and complete record of Commission requests and plan review comments, and plan modifications made by the Applicant in response to review comments;

(3) Specify that the Applicant and any Commissioner has the right to reject Administrative Review and request consideration by the entire Commission; and,

(4) Define a reasonable limit for the Commission's review period.

14 M.P.T.L. ch. 5 § 6

§ 6. Commission Consideration of Permit Applications

a. The Administrator shall schedule Commission meetings to consider Applications, not otherwise considered administratively, within two (2) weeks of the conclusion of the Commission's review period.

b. Before the Commission may take action on a Permit Application a Quorum must be present.

c. The Commissioners may take the following information into account when taking action on an Application:

(1) the Application;

(2) any relevant information from a pre-application consultation;

(3) recommendations from experts before the Commission; and,

(4) any other information deemed relevant by the Commission.

d. A Commissioner may move the Application for conditional approval provided that the Commissioner states for the record the precise language of the proposed condition(s) and the motion is seconded by an additional Commissioner.

(1) If the Application is approved conditionally, the precise language of the condition(s) shall be provided to the Applicant and such conditions of approval shall become part of the Application and constitute enforceable Permit provisions.

(2) If an Application is approved conditionally, the Applicant shall have the right to request a hearing for reconsideration and removal of the conditions pursuant to Chapter 10 of this Law.

e. The Administrator may, for the convenience of Commissioners, move consideration of any matter, including an Application, for electronic vote, provided that the process for electronic voting is established within the Commission Procedures, and the process contains at a minimum:

(1) the right of any Commissioner to request that a meeting be convened to consider the matter; and,

(2) that the vote shall be nullified and a meeting convened in the event of any single dissenting vote cast.

f. Commissioners may cast a vote in favor of, against, abstain, or veto a motion.

(1) A Commissioner who believes compliance with this law, the Land Use Regulations, or applicable federal law and regulations to be an issue, and is unable to resolve those compliance issues prior to final Commission consideration may exercise a veto vote.

(2) If a Commissioner exercises a veto vote, the Commissioner shall specify the provision of the Land Use Law, Land Use Regulation, or federal law or regulation, pertinent to the subject discipline they represent, at issue.

g. If a Permit Application is denied, the Applicant may either submit a new Application or request a Hearing for reconsideration the of the Commission's decision pursuant to Chapter 10 of this Law.

(1) An additional land use fee shall not be required for subsequent Applications which are substantially similar to a previously denied Application.

(2) The Administrator shall, to the extent practicable, expedite the Commission review period for any new Application submitted in response to one previously denied.

CHAPTER 6. PERMIT CONDITIONS

14 M.P.T.L. ch. 6 § 1

§ 1. Standard Permit Terms and Conditions

a. The issuance of a Land Use Permit does not waive a Person's obligation to comply with any provision of this Law or the Land Use Regulations, unless otherwise stated in a variance.

b. The issuance of a Land Use Permit does not relieve any Person from complying with any other applicable provisions of Tribal or applicable federal law or from any provision, ordinance, or regulation of the Mashantucket Pequot Tribal Nation that may require approval, license, or permit to accomplish, engage in, carry on, or maintain a particular business, enterprise, occupation, transaction, or use.

c. The issuance of a Permit based on plans, specifications or other data will not prevent the Commission from requiring correction of errors in said plans, specifications and other data, or from preventing any activity being conducted thereunder when in violation of this Law.

d. All work shall be completed in accordance with plans, specifications and submittals approved by the Commission. Changes made after a Permit is issued require the Commission's review and approval of the proposed changes, before the work proceeds.

(1) Minor changes to the approved plans and deferred submittals may be approved administratively as described within the Commission Procedures.

(2) Significant and material changes require a formal permit modification as described within § 3 of this chapter.

(3) Unapproved changes to the project will halt the inspection process and may result in issuance of an Enforcement Order and/or Penalties.

e. As required by any Land Use Regulation, the Applicant shall have performed, by a qualified independent inspector approved by the Building Official, all required Special Inspections.

14 M.P.T.L. ch. 6 § 2

§ 2. Record Keeping and Reporting

a. All Permittees shall maintain records substantiating the information supplied in the Permit Application, including but not limited to minor alterations, self-monitoring compliance reports and any other information or records required by the Permit, Land Use Regulation or other applicable federal requirements.

b. Record Drawings, as defined in Ch. 2(b) (31)¹, must be submitted to the Commission prior to issuance of the final Certificate of Completion.

(1) Record Drawings are to be prepared by the Design Professional in Responsible Charge and reflect all information recorded on the As-built and Survey Drawings.

(2) The Permittee shall ensure that up-to-date As-built Drawings, as defined in M.P.T.L. ch. 2(b) (3)², are maintained by all contractors during construction. Such drawings shall include:

(i) all changes to the original construction documents shown in red ink; and,

(ii) the accurate measured location, size and nature of any concealed project element, such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, and the like.

(3) The Permittee shall insure that up-to-date Survey drawings, as defined in Ch. 2(b) (38)³, are maintained by a Qualified Surveyor during construction. Survey Drawings record the accurate location, size, and nature of all items required, and to the standards specified, within Title 9 of the Land Use Regulations.

(4) The amended set of construction documents shall be made available for inspection during normal business hours.

(5) The Commission has the right to request drawings from time to time, in electronic or paper format, to confirm that sufficient As-built and Survey information is being recorded in conformance with MPTN Record Drawing Standards (Title 9 L.U.R.).

c. The Permittee shall notify the Administrator in writing within twenty-four (24)

hours of becoming aware of any Permit violation, failed sample or test, or any activity which is or may become a violation of the Permit or any Land Use Regulation.

d. In the event that a permitted project causes, or is likely to cause, an emergency situation where there is an imminent threat to life, health, property, environment, or essential public service, the Permittee or his designee shall immediately cease all activity, contact MPTN emergency response, and notify the Administrator.

¹ 14 M.P.T.L. Ch. 2 (b) (31).

² 14 M.P.T.L. Ch. 2 (b) (3).

³ 14 M.P.T.L. Ch. 2 (b) (38).

14 M.P.T.L. ch. 6 § 3

§ 3. Permit Modification

a. Significant and material changes proposed after the approval of the Permit require a Permit Modification.

b. The Permittee shall file a Permit modification application describing the changes, the proposed modifications to the Permit, and any necessary information regarding the implementation of such changes.

(1) If the drawings change, a cover letter, signed and sealed by the Design Professional in Responsible Charge, describing the change is required, as well as at least three (3) new Stamped sets of drawings with all changes clearly noted and clouded.

(2) The Permit modification application shall demonstrate that the proposed changes comply with the Tribal Policies, Laws, and Land Use Regulations.

c. The Commission may either approve the application and modify the Permit or deny the application.

d. If the Permit modification application is denied, the existing Permit shall remain in full force and effect and the Permittee may request a Hearing in accordance with Chapter 10 of this Title.

14 M.P.T.L. ch. 6 § 4

§ 4. Permit Duration and Schedule Modification

a. Unless the Administrator issues a schedule modification, Permits shall expire and become null and void if:

(1) the work authorized is not commenced within twelve (12) months from the issue date of such Permit,

(2) the work authorized by such Permit is unexpectedly suspended or abandoned for a period of sixty (60) calendar days or more at any time after work is commenced; or,

(3) the work continues beyond sixty (60) calendar days from the completion date provide on the Permit application.

b. If a Permittee requires a schedule modification in order to complete any activity under an approved Permit, the Permittee shall file a schedule modification request no later than thirty (30) calendar days prior to the expiration of the Permit.

c. The Administrator shall review the schedule modification request with the Permittee and either approve the modification under such terms and conditions as the Administrator deems necessary and appropriate, or request that the Permittee obtain a Permit modification.

14 M.P.T.L. ch. 6 § 5

§ 5. Bonding Requirements

The Commission may require the posting of a performance or maintenance bond as specified in the Commission Procedures.

CHAPTER 7. CERTIFICATES OF COMPLETION

14 M.P.T.L. ch. 7 § 1

§ 1. Certificate Required

No Land Use Activity shall be occupied, used, or operated, in whole or in part, without:

- a. the Commission issuing a final Certificate of Completion; or,
- b. the Administrator issuing a valid Temporary or Partial Certificate of Occupancy, or Use.

14 M.P.T.L. ch. 7 § 2

§ 2. Request for Occupancy or Use

a. The Permittee shall request a Certificate of Completion from the Administrator when the project is complete and ready for use or occupancy.

b. The Permittee may request a final Certificate of Completion when:

- (1) There is no outstanding balance of the land use fee due from the Permittee;
- (2) The Land Use Activity meets the requirements and conditions of the Permit and,

at a minimum, both the Fire Marshal and Building Official have completed their final inspections and found there to be no outstanding issues; and,

(3) All closeout documents, including as-built record drawings and any outstanding submittals, have been submitted.

(4) If the project was issued a Permit based on Stamped plans from a Design Professional in Responsible Charge, the following must also be submitted:

(a) a Stamped letter or, as warranted, a Certificate of Substantial Completion from the Design Professional in Responsible Charge;

(b) a copy of the Punchlist and evidence that each item has been completed or otherwise resolved; and,

(c) Record Drawings in conformance with MPTN Record Drawing Standards (Title 9 L.U.R.).

c. The Permittee may request a Temporary Certificate of Occupancy, or Use, when the project is substantially complete, the Punchlist has been created, and no life safety issues exist.

(1) Such requests shall only be considered when the Land Use Activity substantially meets the requirements and conditions of the Permit and, at a minimum, both the Fire Marshal and Building Official have confirmed that there are no outstanding life safety concerns.

(2) Temporary Certificates shall be issued for a period of time no greater than ninety (90) calendar days.

(3) Subsequent Temporary Certificates may be issued as necessary provided that:

(a) either reasonable progress is being made toward final completion, or other excusable mitigating circumstances exist which have prevented final completion;

(b) the project is re-inspected by, at a minimum, both the Fire Marshal and Building Official to again determine that there are no outstanding concerns regarding the general safety of employees or public; and,

(c) the fee, established within Commission Procedures to cover costs associated with the additional inspections and administrative processing, is paid.

d. The Permittee may request a Partial Certificate of Occupancy, or Use, when a certain distinct portion of a larger activity is substantially complete and ready for use or occupancy.

(1) The Permittee must provide, for the portion of the activity which the certificate is sought:

(a) a detailed description of that portion of the activity; and

(b) all applicable items specified within § 2(b) of this chapter specific to the

portion of the activity for which the Partial Certificate is being requested.

(2) Such requests shall only be considered when, at a minimum, both the Fire Marshal and Building Official have completed their final inspections and found there to be no outstanding issues related to the portion of the activity for which the certificate is sought.

(3) While the Permittee is completing the activity the Commission retains the authority to inspect all portions of the activity even the portion for which the Partial Certificate was issued.

(4) The Commission may revoke a Partial Certificate at any time for non-compliance with the Law or Land Use Regulations related to the project regardless of whether the non-compliance pertains to the portion of the project for which the Partial Certificate was granted.

14 M.P.T.L. ch. 7 § 3

§ 3. Issuance of a Certificate of Completion

a. When a request for a Certificate of Completion is received, the Administrator shall have the project inspected by the appropriate Commissioners, including experts who do not sit on the Commission, as warranted.

b. Within one week of receiving the certificate request, the Administrator may either notify the Permittee in writing of any outstanding items required to attain compliance with the terms and conditions of the Permit, approve and issue a Temporary or Partial Certificate, or refer the request to the Commission for final consideration.

(1) If outstanding issues were noted, the Permittee shall submit a revised request upon completion of all required compliance measures.

(2) The Administrator may only issue a Temporary or a Partial Certificate:

(a) when all the applicable conditions and requirements specified in § 2(c) or (d) of this chapter are satisfied; and,

(b) with Passive Consent of the Commission.

(3) The Commission shall take action within one (1) week of the Certificate of Completion being referred by the Administrator.

c. If the Permittee fails or refuses to comply with the terms and conditions of the Permit, or if the project fails to meet any applicable Tribal law or regulation, the Commission shall not issue a Certificate of Completion and the Land Use Activity shall not be occupied, used, or operated in any way. The Commission shall set forth the reasons for such denial in a detailed written decision, and shall send a copy of the decision to the Permittee.

d. The Permittee may request a hearing for reconsideration of the Commission's

decision pursuant to Chapter 10 of this Title.

CHAPTER 8. VARIANCE

14 M.P.T.L. ch. 8 § 1

§ 1. Application

a. Any Applicant, Permittee, or Owner may request a variance from a specific provision within the Land Use Regulations by filing an application with the Administrator.

b. An application for a variance shall include:

(1) a reference to the specific provision(s) within a Land Use Regulation for which the variance is requested;

(2) a description of the practical difficulty or unnecessary hardship that strict compliance with that provision(s) would create;

(3) a detailed description of any proposed equivalent or alternative compliance method proposed;

(4) a variance fee, if required pursuant § 2(b) (1) and (2) of this chapter; and,

(5) any other required information specified within the specific Land Use Regulation for which the variance is being requested.

c. If a variance is denied, the Permittee may request a hearing for reconsideration of the Commission's decision pursuant to Chapter 10 of this Title.

14 M.P.T.L. ch. 8 § 2

§ 2. Commission Review and Consideration

a. The Administrator shall provide the application for variance to all Commission members and commence the Commission Review Period as specified within ch. 5 § 5(c).

b. The Commissioner(s) whose program discipline is affected by the variance request shall be responsible for providing the Commission with a synopsis of the variance impact and their recommendation.

(1) If that Commissioner determines that additional third-party expertise is required in order to provide such recommendation, he shall notify the Administrator prior to the conclusion of the initial review period.

(2) The Commissioner shall provide notice to the Applicant that such third-party review is required and that a variance fee, no greater than the direct cost incurred by the Commission, will be required.

c. Final consideration of the variance application shall be conducted in accordance with the provisions specified within ch. 5 § 6 of this title.

d. The Commission may grant the variance if the Applicant provides sufficient evidence that:

(1) the granting of the variance will not undermine the purposes of this Law;

(2) the proposed variance will not have the potential to adversely affect the environment or, the potential to affect the general health, safety and welfare of the Tribe, employees, or the general public;

(3) denying the variance will cause the Applicant to suffer hardship out of proportion to the benefit intended by the Tribal Laws or Tribal Land Use Regulations; and,

(4) the Tribal Land Use Regulation from which the variance is sought can be properly mitigated or the effect of the variance is generally neutral.

e. The Commission may condition its approval of the variance by stipulating alternative equivalents, or alternative compliance methods than those proposed by the Applicant.

CHAPTER 9. ENFORCEMENT

14 M.P.T.L. ch. 9 § 1

§ 1. Enforcement Authority

a. The Commission shall have the authority to enforce compliance with this Title and any Land Use Regulation, Permit, or Enforcement Order issued pursuant to it.

b. Authority to Inspect

(1) At all reasonable times, authorized representatives of the Commission shall have the authority to enter a Facility, or upon any property within Mashantucket, to:

(a) inspect through observations, sampling, and testing, to evaluate compliance with any applicable standard;

(b) investigate any complaint or report of non-compliance, including interviewing management, employees, or contractors;

(c) examine any records, and take copies, that any Person or entity maintained or that was required to maintain under any applicable Permit, Regulation, or Order; and,

(d) sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with a Permit, Regulation, or Order.

(2) The authority to enter a Private Residence to conduct activities specified within paragraph (1) of this section shall only extend to the time period between issuance of a Permit and final unconditional issuance of an associated Certificate of Completion; except that, when requested by the Fire Marshal, authorized representatives of the Commission shall have the authority to enter a Private Residence immediately following an emergency response.

(3) The authorized representative shall make best efforts to provide adequate notice prior to the inspection; however, lack of notice shall not prevent the representative from gaining access to the Facility or the property.

(4) Where access to the property or Facility is restricted by any security measure or device, the Person or Owner shall promptly allow access to the authorized representative upon presentation of proper identification.

(5) The Commission shall have the right to install or require the installation of such devices, as are necessary, to conduct sampling, metering, and/or monitoring of the Land Use Activity at the expense of the Person, Permittee, or Owner. The sampling, metering and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Person, Permittee, or Owner.

(6) Any refusal or unreasonable delay in allowing the authorized representative access to the Land Use Activity shall be deemed a violation of this Law, and may subject the Person, Permittee, or Owner to enforcement action penalties as provided herein.

14 M.P.T.L. ch. 9 § 2

§ 2. Enforcement Procedure

a. Citations

(1) If, upon inspection or investigation, the Building Official, Fire Marshal, or Food Safety and Sanitation Inspector believes that a Person has violated a requirement of Titles 3, 4, or 11 of L.U.R., the Building Code, Fire Prevention Code, Salons, or 26 M.P.T.L. (Food Code) he or she shall with reasonable promptness issue a citation to the Person. The citation:

(a) shall be in writing and shall describe with particularity the nature of the violation, including a reference to the provision of the MPTN Public Safety Code alleged to have been violated;

(b) shall fix a reasonable time for the person to provide proof that violation has been corrected;

(c) shall state that the Person cited has ten (10) calendar days within which to notify the Administrator that the Person wishes to be heard by the Commission pursuant to Chapter 10;

(d) may include the assessment of penalties provided that it does not exceed a specific penalty for the type of violation cited that has been established within the Procedures of the Commission or the maximum penalty set forth in the relevant Land Use Regulation; and,

(e) If, within ten (10) calendar days from the mailing of the notice issued by the Building Official or the Fire Marshal, the Person fails to request a hearing, the citation and the penalty, as proposed, shall be deemed final. If a Person requests a hearing pursuant to this section, and such hearing is held but a settlement is not entered, the citation and penalty shall become a final order of the Commission.

b. A Commissioner, for the purpose of ensuring or compelling compliance with this Title, with any Land Use Regulation, or with any Permit, variance or Order issued under this Title, may file a request with the Administrator to issue an Enforcement Order.

c. If after review, the Administrator determines there is reason to believe there is a violation or non-compliance, he shall issue, in writing, either a Show Cause Order or Cease and Desist Order to the appropriate Person or Permittee.

d. Show Cause Order

(1) Unless the Administrator believes that imminent and substantial harm to the environment, or the general health, safety, and welfare of the Tribe, employees, or general public is likely to occur without the instigation or cessation of an activity, the Administrator shall issue a Show Cause Order whenever it is established that reasonable grounds exist to suspect that a certain action or inaction may have resulted in a violation of this Title, or any Regulation, Permit or Enforcement Order issued under it. The Show Cause Order shall order the appropriate Person to:

(a) respond to the Order by supplying all information requested or otherwise necessary to determine the validity of the alleged violation; or

(b) appear before the Commission to review the status of the alleged violation, respond to and explain the alleged violation, and determine whether any remediation or additional Permit terms and conditions are necessary, or any enforcement measure should be applied.

(2) Show Cause Hearings shall follow the procedures established within 40 M.P.T.L, with the Commission serving as the Hearing Official.

(3) If the Person issued a Show Cause Order fails to respond within the time frame noted within the Order, or fails to appear before the Commission or make a reasonable effort to reschedule before the time specified, there is a presumptive conclusion that the alleged violation has occurred and a Compliance Order or Cease and Desist Order will be issued.

e. Consent Order

(1) Following the issuance of a Show Cause Order, the Commission may issue a Consent Order whenever the Person or Permittee is willing to resolve the matter without a hearing. A Consent Order creates a conclusive presumption that the Land Use Activity,

or lack of activity, in question presents a violation of a Permit term or condition, this Law, any Land Use Regulation, or Enforcement Order.

(2) A Consent Order shall specify the agreed upon compliance actions and may:

(a) require the performance of any necessary remediation, other reasonable action, or enforcement measure as part of the Consent Order;

(b) levy a penalty in accordance with § 3 of this chapter; and

(c) issue additional Show Cause Orders to facilitate review of the status of compliance with the Consent Order.

f. Compliance Orders

(1) Following the issuance of an Show Cause Order and a hearing, the Commission may issue a Compliance Order whenever it is determined that a Land Use Activity or lack of Land Use Activity presents a violation of any Permit term or condition, this Law, any Land Use Regulation, or Enforcement Order requiring compliance.

(2) Compliance Orders will be issued in writing and will specify the nature and extent of the violation, the basis for the Commission's finding of a violation, the action required for the Person or Permittee to come into compliance, the amount of a penalty, if any, and the date by which the Person or Permittee is ordered to complete the required action.

g. Cease and Desist Order

(1) The Administrator may issue a Cease and Desist Order whenever he/she determines that reasonable grounds exist to find that there is a violation of any Permit term or condition, this Law, any Land Use Regulation, or Enforcement Order, and that imminent and substantial harm to the environment, the general health, safety, and welfare of the Tribe is likely to occur without the instigation or cessation of such activity.

(2) The Administrator, or his/her designated representative, shall deliver or mail the Cease and Desist Order to the Person or Permittee.

(3) The Cease and Desist Order shall specify the date for a hearing in accordance with the Administrative Procedures Act, 40 M.P.T.L., to determine the status of the alleged violation, any necessary remediation, or whether any other action or enforcement measure should be applied.

h. If a person to whom an Enforcement Order has been issued fails to comply with the terms of the Order within the time period specified, the Commission is authorized to file a complaint in the Mashantucket Pequot Tribal Court seeking injunctive relief and Court enforcement of the order pursuant to M.P.T.L. Title 40 (APA).

14 M.P.T.L. ch. 9 § 3

§ 3. Penalties

a. The Administrator may specify a schedule of common penalties for violations of Title 3 or Title 4 of L.U.R., the Building Code and Fire Prevention Code, within Commission Procedures.

b. Penalties for violations of a Land Use Regulation that contain specific penalty assessment procedures shall be assessed as specified within that Regulation.

c. Except as provided within paragraphs (a) and (b) of this section, in connection with an Enforcement Order, the Commission shall have the authority to issue penalties to any Person, Owner or Permittee who, after notice and hearing, the Commission finds to have violated any Permit term or condition, Land Use Regulation, or Enforcement Order.

(1) The Commission may impose escalating penalties in instances of continued non-compliance.

(2) Penalties shall not exceed Five Thousand (\$5,000) Dollars for each day during which the violation occurs and no total penalty shall exceed Two Hundred Fifty (\$250,000) Dollars.

(3) The penalties assessed may be associated with the cost of remediating or mitigating a violation.

(4) Penalties not previously established within Commission Procedures shall be determined by a majority vote of the Commission.

d. In determining the amount of the penalty, the Commission may consider the following factors:

(1) The reasonable costs and expenses of the Commission in investigating, controlling, and abating such violations;

(2) The penalties established by the Land Use Regulations;

(3) The actual and potential impact or damages to the environment, or the general health, safety, and welfare of the Tribe;

(4) Any measures taken to prevent or mitigate the violation;

(5) Any previous violations or failure to comply with this Law, any Permit term or condition, the Tribal Policies or Land Use Regulations, or an Enforcement Order;

(6) Making compliance less costly than non-compliance (e.g.: the financial gain, if any, derived by the source as a result of operating out of compliance);

(7) The deterrence of future potential violations;

(8) Whether the failure to comply was intentional, willful or knowing and not the result of an error; and

(9) Any other factor(s) that may be relevant to determining the amount of the penalty, provided that such factor shall be set forth in the written notice of assessment of the penalty.

e. If a Person is assessed a penalty, payment shall be made to the general fund of the Tribe which shall not be designated as revenue of the Land Use Commission:

(1) the Person shall pay the penalty to the Commission within thirty (30) calendar days from the date the penalty is assessed; and

(2) if the penalty is not paid within thirty (30) calendar days and the Person is a Tribal entity, the Tribe shall be authorized to automatically withdraw the amount of the penalty from any funds owed to the Tribal entities budget; or

(3) if the penalty is not paid within thirty (30) calendar days and the Person is an individual or a non-Tribal entity, an additional rate of 1% per month of the original penalty (without proration during the month of payment). After ninety (90) days, the Commission may seek an order from the Mashantucket Pequot Tribal Court in accordance with 40 M.P.T.L. or pursue other steps that the law may allow.

f. Funds collected may be utilized by the Commission to mitigate violations related to the reason the original penalty was issued but only up to the amount of the penalties collected in the current fiscal year.

CHAPTER 10. HEARING AND JUDICIAL REVIEW

14 M.P.T.L. ch. 10 § 1

§ 1. Right to a Hearing

a. A Person may request a hearing before the Commission if:

(1) A penalty has been levied upon them;

(2) The Commission denied a Permit, variance, or a Certificate of Completion; or,

(3) They are seeking relief from a specific Permit condition.

b. A request for a hearing must be filed with the Administrator within thirty (30) calendar days of the issuance of an Enforcement Order or penalty; denial of a Permit, variance, or Certificate of Completion; or imposition of a Permit condition.

14 M.P.T.L. ch. 10 § 2

§ 2. Hearing Procedure

Unless there are other applicable procedures specified within a Land Use Regulation, the Hearing shall follow the procedures established within 40 M.P.T.L, with the Commission serving as the Hearing Official.

14 M.P.T.L. ch. 10 § 3

§ 3. Right of Judicial Review

A Person dissatisfied with a final decision of the Commission is entitled to Tribal Court review provided that a complaint is filed pursuant to the procedures set forth in the Tribal Administrative Procedures Act.

14 M.P.T.L. ch. 10 § 4

§ 4. Enforcement Action

If a Person does not comply with a final decision of the Commission, including the issuance of penalties or an Enforcement Order, the Commission may commence an enforcement action in the Mashantucket Pequot Tribal Court.

(1) Prior to filing an enforcement action with the Tribal Court, the Commission must issue the Person who is non-compliant a notice that includes a description of the non-compliance (e.g., failure to pay a penalty) and the date by which the non-compliance must be resolved.

(2) Enforcement actions shall be commenced by the Administrator on behalf of the Commission by filing a complaint with the Tribal Court clerk in the Mashantucket Pequot Tribal Court. The complaint shall be filed within sixty (60) calendar days of the expiration of the deadline set forth in the notice issued pursuant to paragraph (1) of this section.

CHAPTER 11. EFFECTIVE DATE AND APPLICATION

14 M.P.T.L. ch. 11

Ch. 11. Effective Date and Application

This Law shall be effective upon enactment by Tribal Council.

TITLE 16. GENERAL REVENUE AND TAXATION CODE

CHAPTER 2. HOTEL OCCUPANCY

16 M.P.T.L. ch. 2 § 2

§ 2. Imposition and Rate of Tax

a. For the privilege of the use and occupation of a Room in a Hotel located on the Mashantucket Pequot Reservation for a consideration, a tax is hereby imposed on all use and occupancy of any Room or Rooms and Occupancy-related services at a rate of 15% with respect to each use and occupancy of any Room or Rooms in a hotel or lodging house.

b. The tax shall be imposed upon the Person for whom the Room, goods or services are provided and collected by the provider of the Room, goods or services.

CHAPTER 3. FOOD AND BEVERAGE

16 M.P.T.L. ch. 3 § 2

§ 2. Imposition and Rate of Tax

a. For the sale of food and beverage in any location on the Mashantucket Pequot Reservation, a tax is hereby imposed at a rate of 6.35% of the total sales price.

b. The tax shall be imposed upon the Person purchasing the goods or services and collected by the provider of the goods or services.

CHAPTER 4. RETAIL

16 M.P.T.L. ch. 4 § 2

§ 2. Imposition and Rate of Tax

a. For the Sale of tangible personal property in any location on the Mashantucket Pequot Reservation, a tax is hereby imposed at a rate of 7.35% of the total sales price.

b. The tax shall be imposed upon the Person purchasing the goods and collected by the provider of the goods.

TITLE 18. MANDATORY SCHOOL ATTENDANCE AND TRUANCY

18 M.P.T.L. § 1

§ 1. Mandatory School Attendance

a. Children and youth of the Mashantucket Pequot Tribe ("Tribe") are the greatest asset of the Tribe and need to acquire skills and experience to lead and govern the Tribe, to make meaningful contributions to the tribal community, and to achieve their full human potential. Accordingly, the purpose of this Law is to set forth the

requirements for school attendance and the process for identifying and providing services to children and families when children fail to attend school.

b. All children of school age shall be enrolled in an accredited public or private or approved alternative school program and shall attend every day that school is regularly in session. For purposes of this Law, "truant" means a child age five through eighteen inclusive (excluding an emancipated minor), who is enrolled in a public or private school and has four unexcused absences from school in any one month or ten unexcused absences from school in any school year.

c. Five incidents of unexcused tardiness will be considered as one unexcused absence from school. Fines will be administered accordingly.

18 M.P.T.L. § 2

§ 2. Parental Responsibility

a. It is the responsibility of each parent and/or legal guardian of the child to ensure that his/her child attends school in accordance with the requirements of this Law and the laws of the state in which he/she resides.

b. As a condition of receiving services and benefits from the Tribe, the parent or legal guardian of the child shall sign a release of school information at the beginning of each school year allowing the MPTN Education Department access to school attendance records as determined by the MPTN Education Department.

18 M.P.T.L. § 3

§ 3. Applicability

a. This Law shall apply to all children of age to start kindergarten through and including age 18 residing on the Mashantucket Pequot Reservation, including dependents of members of the Mashantucket Pequot Tribe or of their spouses or significant others, and to all children who receive services and benefits from the Tribe whether residing on or off tribal lands.

b. This Law shall not apply to any child receiving equivalent educational instruction in a qualified home school program, per MPTN Education Department requirements.

c. This Law shall exclude emancipated minors who have provided documentation of their emancipated status to the MPTN Education Department.

18 M.P.T.L. § 4

§ 4. Duties of the MPTN Education Department

a. The Director of the MPTN Education Department shall have the following authority and duties:

(1) verify that all children subject to this law attend school as required herein;

(2) make inquiries pertaining to the attendance of any child subject to the provisions of this law, to his/her parent or legal guardian and/or to the school in which the child is enrolled; and

b. Whenever a child fails to attend school, the MPTN Education Department shall:

(1) inquire as to the circumstances of the absence, and the child and his/her parent or legal guardian shall explain to the MPTN Education Department the reason for the child's failure to attend school;

(2) Deleted by TCR072811-01 of 07, eff. July 28, 2011.

(3) make a report of the truancy incident, and send a copy of that report to the child's parent or legal guardian.

c. It shall be the duty and obligation of each child and every parent or legal guardian to provide whatever information is reasonably requested by the MPTN Education Department as to the circumstances, activities, and whereabouts of his/her child or other information relating to the child's school attendance.

18 M.P.T.L. § 5

§ 5. MPTN Education Department Policies and Procedures Concerning Mandatory School Attendance and Truancy

a. The MPTN Education Department shall adopt and implement policies and procedures concerning truants. Such policies and procedures shall include, but need not be limited to, the following:

(1) notifying the parent or legal guardian of a child enrolled in a grade from kindergarten through grade 12, inclusive, in writing on an annual basis of the obligations of the parent or legal guardian pursuant to this Law;

(2) obtaining from the parent or legal guardian of a child a release of information pursuant to Sections 2(b) and 4(c) of this Law, and a home, cell and work telephone number and e-mail address or other means of contacting such parent or legal guardian during the school day;

(3) establishing a system of monitoring individual unexcused absences of children in grade kindergarten through grade twelve, which shall provide that whenever a child in any such grade fails to report to school on a regularly scheduled school day and no indication has been received by the school that the child's parent or legal guardian is aware of the child's absence, an extensive and thorough effort to notify the parent or legal guardian shall be made by the MPTN Education Department;

(4) coordinating service and referrals of children to the Department of Child Protective Services or other tribal departments providing child and family services, when needed (necessary). Inform the parent that if they fail to attend the meeting with the MPTN Education Department, Child Protective Services must be involved;

(5) holding a meeting with the parent or legal guardian of each child who is truant, and appropriate school personnel to review and evaluate the reasons for the child being truant, provided such meeting shall be scheduled not later than four school days after the child's third unexcused absence in a month, or tenth unexcused absence in a school year. Any two absences in a month will require another meeting with parent or guardian. The Director of MPTN Education Department must inform the parent of this Truancy Law.

b. If the parent or legal guardian of a child who is truant fails to attend two (2) meetings scheduled pursuant to Section 5(a) of this Law, or if such parent or legal guardian otherwise fails to cooperate with the MPTN Education Department in attempting to solve the truancy problem, the MPTN Education Department's policies and procedures shall require the Director of Education to file a written complaint within ten school days of the scheduled meeting with the Probation alleging their belief that the acts or omissions of the child are such that his/her family is a family with service needs. Child Protective Services will facilitate a meeting between the MPTN Education Department and the parents.

18 M.P.T.L. § 6

§ 6. Notice of Truancy and Fines

a. Whenever a child is truant, the Tribal Police shall personally serve a written notice to the parent or legal guardian of the child of such truancy and that such truancy violates tribal law. The first notice to the parent or legal guardian of the child shall serve as a warning of this violation and shall require the parent or legal guardian of the child to attend a meeting pursuant to Section 5(a) of this Law. The notice shall also inform the parent or legal guardian of the child that a subsequent notice of an unexcused absence will result in the parent or legal guardian of the child being penalized a mandatory fine of \$5 per child per day of unexcused absence from school, and in addition, those children 12 years or older will be directed to the MPTN Education Department to make up the missed hours through private tutoring to correct the educational deficit that occurred due to extensive unexcused absences.

b. A subsequent notice of an unexcused absence within a school year shall result in the fines and penalties described above.

c. The first six absences within a school year shall result in the imposition of a fine of not less than \$5 per child per day of unexcused absence from school. Pursuant to Section 5(b) of this Law, the MPTN Education Department shall file a written complaint in accordance with applicable tribal child welfare and juvenile laws alleging the belief that the acts or omissions of the child are such that his/her family is a family with services needs or the child is a youth in crisis.

d. After the first six unexcused absences, the fine will be not less than \$10 per child per day of unexcused absence from school. In addition the MPTN Education Department will report to the Education Committee to meet with the parent and child.

e. After two additional unexcused absences, the fine will be not less than \$20 per

child per day of unexcused absence from school. In addition the Education Committee will report to Child Protective Services for mediation with the parent and child.

f. The MPTN Education Department shall send a copy of all notices of truancy fines to the Finance Department to ensure payment of fines, the proceeds from which fines shall be used to cover expenses relating to any parenting classes, tutoring, counseling or truancy prevention programs required by this Law.

g. Any truant child may not participate in the Tribe's Summer Youth Work Program for the summer following the school year in which the child was truant.

h. The Department of Finance shall be authorized to deduct the amount of said fine from any income that may be due and payable to the parent or legal guardian of the child including, but not limited to, salary, incentive payments and any other periodic payment. No deduction authorized under this Law shall exceed 25% of the parent's or legal guardian's disposable weekly income.

i. Any truant child 16 years of age or older shall be personally responsible to pay all truancy fines. This requirement shall not excuse the parent or legal guardian of the child from the obligation to pay any such fines in the first instance unless the fines are paid first by the truant child. In the event the parent or legal guardian of the child pays any such fines, the truant child shall be obligated to reimburse the parent or legal guardian of the child for any such payment. Any future tribal income due and payable to the truant child shall be subject to the obligation to pay outstanding fines or reimbursement at a rate not to exceed 25% of the child's disposable weekly income and the Department of Finance shall ensure that such reimbursement is made accordingly.

18 M.P.T.L. § 7

§ 7. Appeals

a. Any parent or legal guardian of the child who has received a written notice of a fine or penalty from the Chair of the Education Committee may, within ten working days of receipt of the notice, contest such fine or penalty in writing to the Chair of the Education Committee. The fine or penalty shall be upheld except when the parent or legal guardian of the child provides satisfactory information or proof of extraordinary circumstances occasioning the truancy. The Chair of the Education Committee shall make a written determination of their findings concerning the imposition of the truancy fine and shall send such determination to the parent or legal guardian of the child within ten working days of receipt of the notice of contest.

b. The parent or legal guardian of the child may within ten working days of determination appeal the truancy fine to the Tribal Court. The Tribal Court shall have jurisdiction over all truancy appeals. The filing of an appeal shall not bar or toll the payment of the fine.

c. A parent or legal guardian may not use as a legal defense against the imposition of any fine or penalty allowed hereunder the following:

- (1) that the child is acting without the knowledge or authority of his or her parent or legal guardian;
- (2) that the parent or legal guardian claims to be unaware of the truancy condition;
- (3) that the parent or legal guardian claims to be unable to control his or her child;
- (4) if the child was seen or found outside of his/her residence and apart from the company of the parent or legal guardian during regular school hours, illness of the child will not be accepted as a defense against the imposition of the penalties or fines hereunder.

18 M.P.T.L. § 8

§ 8. Failure to Comply

Failure to comply with any part of this Law may subject the child or parent or legal guardian of the child to additional fines, penalties and referrals for remedial services, intervention or sanctions.

TITLE 20. MASHANTUCKET PEQUOT CIVIL RIGHTS CODE

CHAPTER 1.

20 M.P.T.L. ch. 1 § 2

§ 2. Jurisdiction and Waiver of Sovereign Immunity from Suit

a. The tribal court shall have jurisdiction over claims alleging a violation or violations of the rights enumerated under Section 1 of this Title.

b. The Tribe hereby expressly waives its sovereign immunity from suit in the tribal court for claims against the Tribe alleging a violation(s) of the rights enumerated in Section 1, as provided for and defined in this Title. Nothing herein shall be construed as a waiver of the sovereign immunity of the Tribe from suit in state or federal court or in any action before any state or federal agency, or in any other forum or context.

c. There shall be no cause of action in the tribal court under this Title relating to, or which may affect, activities of the Elders Council or Peacemakers Council.

d. There shall be no cause of action in the tribal court under this Title relating to, or which may affect Title 33, M.P.T.L., the Mashantucket Pequot Tribal and Native American Preference Law.

e. There shall be no cause of action in the tribal court under this Title relating

to the Second Chance Program.

TITLE 21. PUBLIC SAFETY CODE

CHAPTER 1. ANIMAL CONTROL LAW

21 M.P.T.L. ch. 1 § 1

§ 1. Definitions

Terms used in this chapter shall be construed as follows, unless another construction is clearly apparent from the language or context in which the term is used or unless the construction is inconsistent with the manifest intention of the Tribal Council:

- a. "Abandon" means any Animal left more than 24 hours without a person checking on the condition of the Animal(s) and providing food and water. Any Animal left on private property without the Owner's consent or deserted or dumped on public property or roadways shall be considered abandoned.
- b. "Animal" means any brute creature, including, but not limited to, dogs, cats, monkeys, guinea pigs, hamsters, rabbits, birds and reptiles.
- c. "Animal Control Officer and/or Tribal Police Officer" means any sworn officer of the Mashantucket Pequot Tribal Nation Police Department.
- d. "Bite" means a puncture or tear of the skin inflicted by the teeth of an Animal.
- e. "Citation" means a summons or other legal documents which a Tribal Police Officer or Animal Control Officer are authorized to serve under Tribal Law.
- f. "Dangerous Animal/Dog" means any Animal that without justification attacks a person or domestic Animal causing physical injury or death, or behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury, or death to one or more persons or domestic Animals.
- g. "Harbor" means the keeping of any Animal and returning daily to give said Animal food and care.
- h. "Humane Manner" means the adequate care of an Animal and shall include, but is not limited to, adequate shelter, shade, heat, ventilation, sanitary shelter, wholesome food, and a fresh adequate source of water, consistent with the normal requirements and feeding habits of the Animal's size, species, and breed.
- i. "Keeper" means any person, other than the Owner, who harbors or has in his possession any dog, cat or Animal.

- j. "Neutered" means a male Animal rendered permanently incapable of reproduction.
- k. "Nuisance" means an Animal that is roaming at large; damages, soils, defiles, or defecates on private property other than the Owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the Owner; causes unsanitary, dangerous or offensive conditions; causes a disturbance by excessive barking or other noise making; chases vehicles, or molests, attacks, or interferes with persons or other domestic Animals on public property.
- l. "Owner" means a Tribal Member head of household, Surviving Spouse, or guardian of Tribal Member children under the age of 18 residing in the household, having the right of property or custody of an Animal or who keeps or harbors an Animal or knowingly permits an Animal to remain on or about any premises occupied by said person.
- m. "Public Safety Committee" means the standing regulatory committee established pursuant to the Mashantucket Pequot Constitution.
- n. "Quarantine" means to detain or isolate an Animal suspected of being infected with rabies.
- o. "Restraint" means an Animal fenced within the real property limits of its Owner or secured by a leash or lead or under the control of an Owner or a responsible person designated by the Owner.
- p. "Reservation" means the Mashantucket Pequot Reservation as that term is defined in 25 U.S.C. § 1752(7) together with any land held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.
- q. "Roaming At Large" means an Animal which is off the property of the Owner and not under restraint or control of the Owner.
- r. "Spayed" means a female Animal rendered permanently incapable of reproduction.
- s. "Surviving Spouse" has the same meaning as provided in 29 M.P.T.L. ch. 1, The Non-Tribal Member Surviving Spouse Law.
- t. "Take Charge" means to remove and take custody of and transport to an appropriate holding facility, i.e., veterinarian, pound, and/or Animal rescue for the care and maintenance of such Animal, at the Owner's expense.
- u. "Tribe" means the Mashantucket Pequot Tribe, also known as The Mashantucket Pequot Tribal Nation.
- v. "Tribal Clerk" refers to the Office of the Tribal Clerk of the Tribe.

21 M.P.T.L. ch. 1 § 2

§ 2. Tribal Animal Control

- a. The Tribal Clerk shall make or cause to be made a list of all dogs and cats belonging

to any Owner, Keeper or other person owning or caring for dogs or cats residing on the Reservation and to perform such other duties as are prescribed herein.

b. The Animal Control Officer and/or Tribal Police Officer shall have the authority to issue Citations for violations of this Law and to perform such other duties as are prescribed herein.

21 M.P.T.L. ch. 1 § 3

§ 3. Enforcement and Authority—Tribal Animal Control Officer and/or Tribal Police Officer

a. The Animal Control Officer and/or Tribal Police Officer shall be empowered to enforce the provisions of this Law, and may lawfully take charge of any Animal that he finds to be in violation of this Law. Such officer may, in his discretion, transport any Animal found to be in violation of any provision of this Law to a dog pound, veterinarian, or Animal shelter and the Owner shall be responsible for all charges associated with the shelter and or treatment of the Animal.

b. The Animal Control Officer and/or Tribal Police Officer shall be empowered to issue a Citation and/or a cease and desist order to any Owner or Keeper of an Animal when based upon personal observation, eye witness reports or investigation, the officer has reasonable cause to believe that the Owner or Keeper has committed a violation of this Law, or who otherwise fails to comply with the requirements of this Law.

c. The Animal Control Officer and/or Tribal Police Officer shall have the power to enter property (public or private) when in the course of executing the duties and obligations under this Law, he has reasonable cause to believe a violation of this Law is occurring and has reason to believe that potential harm has occurred or is about to occur.

21 M.P.T.L. ch. 1 § 4

§ 4 Fees and General Provisions—Dogs and Cats to be Licensed

a. No Owner may keep or harbor more than three (3) dogs of three (3) months of age or older, and/or more than three (3) cats of three (3) months of age or older.

b. The Owner or Keeper of more than three (3) dogs of three (3) months of age or older, and/or more than three (3) cats of three (3) months of age or older who has owned said Animals prior to the enactment and publication of this Law, shall be allowed to maintain ownership of or keep said Animals as long as said Animals are in compliance with all licensing requirements, and Mashantucket Pequot Animal Control Laws.

c. The Owner shall pay to the Tribal Clerk for such license the sum of \$10 for each neutered or spayed dog or cat, and the sum of \$18 for each dog or cat that has not been neutered or spayed. License fees shall not be pro-rated by month for dogs or cats that become three (3) months of age after June 30th, but shall remain the same

throughout the year.

d. Any person applying for a license for a dog or cat under subsection (a) of this Section 4 shall submit a Certificate of Rabies Vaccination in accordance with Section 5 herein to the Tribal Clerk signed by a licensed veterinarian, or a copy thereof, stating that such dog or cat has been vaccinated against rabies, the date of the vaccination and the duration of the immunity provided by the vaccine. No license shall be issued unless the certificate indicates that the immunity provided by the vaccine is effective at the time of licensing.

e. The Tribal Clerk may not issue a license for a neutered or spayed dog or cat not previously licensed by the Tribal Clerk unless the person obtaining the license presents a certificate from a licensed veterinarian stating that he has neutered or spayed the dog or cat or that said veterinarian has examined the Animal and found it to be neutered or spayed.

f. Any Owner of an unlicensed dog or cat over three (3) months old must license said dog or cat within thirty (30) days of the acquisition. If the new Owner presents satisfactory evidence that said dog or cat was obtained from a licensed kennel or animal welfare organization, or presents certain proof of new ownership within said thirty (30) days, no penalties for late licensing shall be charged.

g. Owners who fail to license a dog or cat when it becomes three (3) months old shall be subject to a penalty of \$1 per day, until such dog or cat is licensed in accordance with this Law; provided, no penalty shall be charged for the period prior to the date the Owner acquired the Animal as established by certain proof of new ownership.

h. The Owner or Keeper of a licensed dog or cat shall keep around said Animal's neck or body a collar or harness of leather or other suitable material, to which shall be securely attached a tag issued to such Owner by the Tribal Clerk. If any such tag is lost, the Owner of such dog or cat shall forthwith secure a substitute tag from the Tribal Clerk at a cost of \$10.

i. Any blind, deaf or mobility impaired person who is the Owner of a dog which has been trained and educated to guide and assist such person shall receive a license and tag for such dog and no fee shall be charged by the Tribal Clerk. When any such dog has not been previously licensed by the Tribal Clerk, the Tribal Clerk shall not license such dog or issue to the Owner a license and tag unless written evidence is exhibited to the Tribal Clerk that the dog is trained and educated and intended in fact to perform such guide service for such Owner. Dogs between three (3) months and one (1) year of age, placed for training as guide dogs, shall also receive a license and tag at no fee, provided satisfactory evidence is presented that the dog was placed by an organization which supplies such guide dogs.

j. Any Owner of a dog or cat residing on the Reservation which is not duly licensed shall be fined \$25 for the first offense and if not corrected within fourteen (14) days, a fine of \$50 for the second offense. If after thirty (30) days from the first offense the Animal is not licensed, the Animal will be subject to removal and the Owner held responsible for all fees associated with impound, care and possible disposal of said Animal.

k. Any dog or cat found to be without a tag attached to such Animal by means of a

collar shall be presumed to be unlicensed.

l. Any person becoming the Owner of an already licensed dog or cat from another Town shall present the license and tag of such Animal to the Tribal Clerk and for a fee of \$5. The Tribal Clerk shall retain the old license and tag in his/her possession.

m. In the case where the Owner resides on tribally owned property in another Town, the dog or cat must be licensed by that Town and a copy of said license given to the Tribal Clerk, to be kept on record in the Tribal Clerk's office.

n. This Section shall not apply to any dog or cat which is imported to the Reservation for exhibition purposes and which does not remain on the Reservation for more than thirty (30) days. Any person may import any licensed dog with a collar, tag and rabies vaccination certificate, and keep the same on the Reservation for not more than thirty (30) days, without complying with the provisions of this Section 4.

21 M.P.T.L. ch. 1 § 5

§ 5. Rabies Vaccination Required for Dogs and Cats

a. Any Owner or Keeper of a dog or cat of the age of three (3) months or older shall have such dog or cat vaccinated against rabies. Any Animal vaccinated prior to 1 year of age or receiving a primary rabies vaccine at any age shall be considered protected for only 1 year and shall be given a booster.

b. A Certificate of Rabies Vaccination shall be on a form approved by the National Association of Public Health Veterinarians; any form approved by the State of Connecticut Veterinarian or any form that has the following information regarding the vaccinated Animal: The name and address of its Owner; a description of the Animal which specifies its species, breed, age, color or markings and sex; the date of the vaccination, the duration of the immunity provided by the vaccination, the producer of the vaccine and the vaccine serial number; the rabies tag number; and the signature and license number of the veterinarian administering the vaccination. Such certificate shall be the official proof of rabies vaccination submitted to the Tribal Clerk.

c. Any person who owns a dog or cat and who fails to vaccinate the Animal against rabies within ten (10) days of acquiring it shall, in addition to any penalty provided by this Law requiring licensing, be fined \$150.

d. Any Animal that the Animal Control Officer and/or Tribal Police Officer suspects of being rabid shall immediately be impounded at a facility approved by the Public Safety Committee and shall be subject to the provisions of the Connecticut General Statutes relating to the control of rabies.

21 M.P.T.L. ch. 1 § 6

§ 6. Tribal Clerk to Provide Licenses and Tags

a. Each person shall receive from the Tribal Clerk a temporary license to be renewed

annually, during the month of June, on or before June 30, and on a form prescribed by the Public Safety Committee. Said license shall contain a description of the dog or cat, along with a photo of the Animal and the number under which such dog or cat is licensed and the Tribal Clerk shall issue to such person a tag-plate prescribed by the Public Safety Committee.

b. The Tribal Clerk shall provide for renewal through the mail of licenses issued under Section 4 and shall make applications for such licenses available at the Tribal Clerk's Office.

c. The Tribal Clerk shall, annually, at least thirty (30) days before June thirtieth, provide notice that dog and cat licenses must be renewed during the month of June.

d. On or before August 1st of each year, the Tribal Clerk shall provide a list or a copy of all licenses issued to the Tribal Police Department.

e. License tags are non-transferable.

21 M.P.T.L. ch. 1 § 7

§ 7. Nuisance; Barking and/or Howling Dogs

a. No person shall own, keep, or harbor any dog or dogs which is or are a nuisance by reason of loud, frequent or habitual barking, howling or yelping that shall disturb the peace of any person.

b. No person shall own, keep or harbor any dog that kills, wounds or worries any domestic Animal.

c. No person shall own or harbor a dog which is a nuisance by reason of a vicious disposition, as defined in Section 12.

d. Any person who is in violation of any provision of this Section shall be issued a Citation for the first offense and will be fined not more than \$75. The Owner will then be fined not more than \$100 for any subsequent offense. Failure to comply and remain in compliance will subject the dog to immediate impoundment and/or disposal at the owner's expense.

e. Dogs are personal property and Owners are responsible for damages caused by their dog.

21 M.P.T.L. ch. 1 § 8

§ 8. Dogs Roaming at Large

a. No Owner or Keeper of any dog shall allow such dog to be Roaming At Large. Violation of any provision of this subsection shall result in a fine of \$75 for the first offense, \$150 for the second offense, and \$300 for each subsequent offense. Failure to comply and remain in compliance with this Section will subject the dog to immediate impoundment in accordance with the provisions contained in Sections 8(b) and 8(c)

of this Law.

b. The Animal Control Officer and/or Tribal Police Officer shall make diligent search and inquiry for any violation of this provision and may take into custody any dog found Roaming At Large in violation of this Section. Such Animal shall then be impounded at facility approved by the Public Safety Committee. If the Owner or Keeper is known they shall be notified immediately. An impoundment fee of \$10, in addition to all other costs will be charged to the Owner or Keeper for the release of the Animal. If the Owner or Keeper is unknown a description of such Animal shall be published in the lost and found column of a newspaper having circulation in the area. If such Animal is not claimed by and released to the Owner within seven (7) days after the date of publication, the Animal Control Officer and/or Tribal Police Officer may sell such Animal to any person who satisfies to the Animal Control Officer and/or Tribal Police Officer that he is purchasing it as a pet and that he can give it a good home and proper care. A fee of \$5 will be charged for the sale of the Animal. If any Animal is not claimed by and released to the Owner or purchased as a pet, the Animal Control Officer and/or Tribal Police Officer may cause such Animal to be euthanized by a licensed veterinarian.

c. Any Owner or Keeper of any dog who, knowing of vicious propensities of such dog and having violated the provisions of subsection (a) of this Section within the preceding year, intentionally or recklessly violates the provisions of subsection (a) of this Section shall be fined not more than \$1,000 or imprisoned not more than six (6) months, or both, and shall be liable for any injuries to any person or Animal caused by the dog Roaming At Large provided that such injured person was not teasing, tormenting or abusing such dog.

21 M.P.T.L. ch. 1 § 9

§ 9. Leash Law

a. A dog shall not be considered to be Roaming At Large if it is on a leash not to exceed six (6) feet in length and is in the charge of a person competent to restrain such Animal and to prevent it from annoying or worrying pedestrians or trespassing on private property.

b. Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such Animal cannot come into contact with another dog or cat except for planned breeding.

21 M.P.T.L. ch. 1 § 10

§ 10. Cruelty to Animals

a. Any person who tortures, wounds, mutilates, beats, kills, or otherwise unjustifiably injures any Animal or inflicts cruelty upon it or, if a minor child, his/her parent or guardian shall be subject to a fine not to exceed \$5,000 and/or imprisonment for a term not to exceed six (6) months.

b. Any person who, having confined any Animal, fails to give such Animal proper care

or fails to supply any such Animal with proper food, drink or protection from the weather or abandons it shall be subject to a fine not to exceed \$5,000 and/or imprisonment for a term not to exceed six (6) months. Proper care shall include, but not be limited to:

(i) Food sufficient to maintain all Animals in good health.

(ii) If potable water is not accessible to the Animals at all times, it shall be provided daily and in sufficient quantity for the health of the Animals.

(iii) The shelter shall provide adequate protection from sunlight. When sunlight is likely to cause heat exhaustion of an Animal tied or caged outside, sufficient shade by natural or artificial means shall be provided to protect the Animal from the direct sunlight.

(iv) If a dog is tied or confined unattended outdoors under weather conditions which adversely affect the health of the dog, a shelter of suitable size to accommodate the dog shall be provided. Said shelter shall be structurally sound and in good repair to protect the Animal from injury, and provide sufficient space to allow each Animal adequate freedom of movement. Inadequate space may be indicated by debility, stress or abnormal behavior patterns.

(v) Minimum standards of sanitation shall include periodic cleaning to remove excreta and other waste materials, dirt and trash so as to minimize health hazards.

c. Any person who unjustifiably administers any poisonous or noxious drug or substance to any domestic Animal or unjustifiably exposes the Animal to any such drug or substance, with intent that the same shall be taken by an Animal, or causes it to be done, shall be subject to a fine not to exceed \$5,000 and/or imprisonment for a term not to exceed six (6) months.

d. The Animal Control Officer and/or Tribal Police Officer may interfere to prevent any act of cruelty upon any dog or other Animal, and any person who interferes with or obstructs or resists such officer in the discharge of such duty shall be subject to a fine not to exceed \$5,000 and/or imprisonment for a term not to exceed six (6) months.

e. The Animal Control Officer and/or Tribal Police Officer may lawfully take charge of any Animal found neglected or cruelly treated, in violation of this Section. If such Animal is so injured or diseased that in the opinion of a licensed veterinarian should be destroyed immediately, such officer may humanely destroy or cause such Animal to be humanely destroyed and the Owner or Keeper of such Animal shall not be permitted to recover damages of any kind for such action. Owner is responsible for any and all costs associated with the action.

f. No person except the Animal Control and/or Tribal Police officer in the pursuit of his duties shall, within the boundaries of the Reservation, shoot or destroy any dog except in situations as stated in subsection (h) of this Section.

g. The provisions of this Section shall not apply to any licensed veterinarian while following accepted standards of practice of the profession, to any member of the Tribal Police while lawfully acting within the scope of their duties, to any person

acting pursuant to this Section or to any person while lawfully engaged in the taking of wildlife.

h. Any person may lawfully destroy or injure an Animal provided that such Animal has suddenly and without provocation assaulted him or another person. The force used shall be the minimum amount necessary to stop the assault.

21 M.P.T.L. ch. 1 § 11

§ 11. Fighting Animals for Amusement or Gain

a. Any person who knowingly: owns, possesses, keeps, or trains an Animal engaged in an exhibition of fighting for amusement or gain; possesses, keeps, or trains an Animal with the intent that it be engaged in an exhibition of fighting for amusement or gain; permits an act described in this subsection to take place on premises under his control; acts as judge or spectator at an exhibition of Animal fighting for amusement or gain, or bets or wagers on the outcome of an exhibition of Animal fighting for amusement or gain, shall be subject to a fine not to exceed \$5,000.

b. Any person who knowingly permits an Animal who has been trained or who has engaged in an exhibition of fighting for amusement or gain or any Animal who has participated in an exhibition of fighting for amusement or gain to be roaming at large or who has been found to be in violation of this Section 11 shall be strictly liable for the damage caused by such Animal and the court shall have discretion to award triple the amount of such damage.

21 M.P.T.L. ch. 1 § 12

§ 12. Vicious Dogs

a. It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the Reservation boundaries any dog or dogs fitting the following classification of a vicious or dangerous dog, or by virtue of number or type, being offensive or dangerous to the public health, safety, or welfare:

(i) constitutes a physical threat to human beings or domestic Animals due to a known vicious propensity to endanger life;

(ii) when unprovoked, approaches in a terrorizing manner, any person in an attitude of attack;

(iii) threatens someone, unprovoked, in a public place;

(iv) has a known tendency to attack unprovoked or otherwise endanger people or other domestic Animals;

(v) has behaved, on two (2) or more occasions, in a manner that a reasonable person would believe posed an unjustified threat of serious injury or death to a person or domestic Animal;

(vi) bites, injuries, or attacks a person or domestic Animal without provocation, on public or private property.

(vii) is trained or kept for dog-fighting, or Owner has demonstrated that said dog has been trained for fighting;

(viii) isn't licensed and properly vaccinated;

(ix) has been used in the commission of a crime;

(x) was declared to be a vicious or dangerous dog by the Animal control authority or court of another jurisdiction;

(xi) has been declared to be a vicious or dangerous dog by the Animal Control Officer and/or Tribal Police Officer or Tribal Court on the Mashantucket Pequot Reservation.

b. Exceptions: A dog shall not be deemed vicious solely because:

(i) it bites, attacks or menaces any person assaulting its Owner;

(ii) it bites, attacks or menaces any person or Animal that has tormented or abused it;

(iii) it is otherwise acting in defense of any attack from a person or other Animal upon its Owner or another person;

(iv) it is protecting its young;

(v) it is a dog used by and under the control of Tribal Law Enforcement authorities.

c. If the dog Owner has received six (6) complaints in regards to his dog or dogs in a six (6) month period, and has failed to demonstrate the effort to control the dog or dogs, the Owner shall receive a summons to appear in Tribal Court for a determination of possible disposal of said dog or dogs. Failure by the Owner to comply and remain in compliance will subject the dog or dogs to immediate impoundment and disposal at the Owner's expense.

d. If there is fighting or tumultuous behavior demonstrated by the dog Owner to another member of the public in regards to the activity of said dog, the Owner will be found in violation of MPCC 53a-181, Breach of Peace and/or be fined \$1,000.

e. Whoever is assaulted by a dog, or whose own dog or cat is attacked by a dog, may within thirty (30) days thereafter, make a written complaint to the Animal Control Officer and/or Tribal Police Officer who shall investigate said complaint. Upon the finding of just cause for said complaint, the Animal Control Officer and/or Tribal Police Officer shall file a written report with the Office of the Tribal Prosecutor who shall, within ten (10) days of receipt of the report, file a complaint with the Tribal Court. The Tribal Prosecutor shall cause the Owner of the vicious dog to be served with a complaint if the Tribal Prosecutor believes, or has reason to believe, that said dog is dangerous and/or vicious. If after hearing, the Tribal Court is satisfied that the complaint is true, the Court shall order the destruction of the

dog at the Owner's expense.

f. If an Animal is found to be vicious under this Section, its Owner or Keeper, or if a minor child, his/her parent or guardian may be fined up to \$5,000 and/or imprisonment for a term not to exceed six (6) months and shall be liable for any injuries to person or Animal caused by the vicious dog.

g. The Animal Control Officer and/or Tribal Police Officer shall enter property (public or private) for the purpose of impounding a vicious dog. If said dog attacks the Animal Control Officer and/or Tribal Police Officer in the performance of their duties, the Animal Control Officer and/or Tribal Police Officer will be justified in using deadly force in the protection of himself or others. If said dog is injured or destroyed during an attempt to impound it, neither the Animal Control Officer and/or Tribal Police Officer shall be held liable.

21 M.P.T.L. ch. 1 § 13

§ 13. Quarantine of Biting Animals

a. DUTY TO REPORT: In the event any person is bitten or shows visible evidence of attack by a dog, cat, or other Animal the person injured, or their parent or guardian, and the Owner or Keeper of said Animal shall have the duty to immediately notify the Animal Control Officer or Tribal Police of the incident.

b. QUARANTINE OF ANIMALS: Any Animal which has bitten shall be placed into quarantine for a period of fourteen (14) days. If the Owner of the Animal is known, the quarantine may take place on the Owner's property provided that they are able to comply with the quarantine instructions. Failure to comply will result in the seizure of the Animal for the remainder of the quarantine period and the Owner, or Keeper of the Animal shall be subject to the general penalties provision. If the Owner of the Animal is unknown, the quarantine shall take place at a facility approved by the Public Safety Committee.

c. Any dog, cat or other Animal held in quarantine which is clinically diagnosed as rabid by two (2) licensed veterinarians, at least one (1) of whom shall be engaged in private practice, shall be humanely euthanized immediately without prior notice to the Owner or Keeper of same. No person who destroys any Animal in accordance with this subsection shall be held liable therefore.

d. The Owner of an Animal is responsible for any expenses incurred in connection with keeping the Animal in an isolation facility, supervision and the examination of the Animal by a veterinarian and the euthanization or other treatment of said Animal.

21 M.P.T.L. ch. 1 § 14

§ 14. Safety Provisions

a. Interference with the Animal Control Officer and/or Tribal Police officer or the Animal Control Officer's Representatives: No one shall interfere with, molest,

hinder, or prevent such persons in the discharge of their duties as herein prescribed or to violate any of the provisions of this Law.

b. **Penalty for Violations:** Unless otherwise provided in this Law, any person who violates any of the provisions of this Law shall be fined no less than \$25 and not more than \$10,000 in addition to other penalties prescribed by law.

c. Any person who intentionally kills or injures any specifically certified service Animal while such Animal is in the performance of its duties under the supervision of its Owner shall be subject to a fine no less than \$5,000 and/or imprisonment for a term not to exceed one (1) year or both. In addition to said penalty, in the event the Animal is killed or injured so badly that it is not able to continue its duties, the person who killed or injured the Animal shall pay all costs associated with caring for and/or replacing the Animal.

21 M.P.T.L. ch. 1 § 15

§ 15. Private Cause of Action

a. Nothing in this law shall affect the rights of a person to bring a claim against another person for damage to person or property caused by a dog.

TITLE 23. FOREIGN JUDGMENTS, WAGE EXECUTIONS & SUBPOENAS

CHAPTER 1. RECOGNITION OF FOREIGN JUDGMENTS

23 M.P.T.L. ch. 1 § 2

§ 2. Filing of Foreign Judgment. Enforcement

a. Any party seeking to have a Foreign Judgment recognized and enforced in the Tribal Court, may do so by:

(1) Filing a certified copy of the Foreign Judgment with the Tribal Court; and

(2) Filing a certification that the Foreign Judgment is final, has not been modified, altered, amended, set aside or vacated, and that the enforcement of the Foreign Judgment has not been stayed or suspended. The certification shall set forth the full name and last-known address of the Judgment Debtor and the name and address of the Issuing Tribunal; and

(3) Filing with the Tribal Court proof that the filings required by subsections 1 and 2 above, have been sent via certified mail or personally served upon the party against whom the Foreign Judgment will be enforced; and

(4) Payment of a fee of \$50.00 to the Tribal Court Clerk.

b. The Tribal Court shall not act upon any Foreign Judgment until the expiration of 20 days from the filing of the items required by subsections (a) (1)-(4) above. A party may file an objection to the recognition and enforcement of a Foreign Judgment within 20 days from the filing of the items required by subsections (a) (1)-(4).