



City of Leominster

Office of the City Clerk

25 West Street, Room 5
Leominster, MA 01453
Tel (978) 534-7500 Option #3

To the Honorable City Council:
The Undersigned Petition your Honorable Body to

To consider, negotiate, and authorize a Host Community Agreement with Baystate Racing LLC for
the Fairgrounds entertainment and recreational facility proposed at the City landfill and Crossroads
Office Park properties. Please see the attached cover letter and initial draft of the Host
Community Agreement.



PETITIONER'S NAME (PRINTED):	Baystate Racing LLC
PETITIONER'S SIGNATURE:	
ADDRESS:	
MAILING ADDRESS, IF DIFFERENT:	100 Front Street
CITY, STATE, ZIP:	Worcester, MA 01608
PHONE:	508-929-1678 (Atty. Brian Falk)
EMAIL:	bfalk@miricklaw.com (Atty. Brian Falk)

MIRICK

Brian R. Falk
508.929.1678 | Direct
bfalk@miricklaw.com
100 Front Street
Worcester, MA 01608-1477

April 7, 2025

Mark C. Bodanza, President
Leominster City Council
25 West Street
Leominster, MA 01453

Re: Fairgrounds Host Community Agreement

Dear Councilor Bodanza:

This office represents Baystate Racing LLC with respect to the Fairgrounds entertainment and recreational facility proposed at the City landfill and Crossroads Office Park properties.

Enclosed for the City Council's consideration is an initial draft of a Host Community Agreement setting forth the terms and conditions for the Fairgrounds project. As drafted, the Host Community Agreement would provide numerous benefits to the community, including minimum City revenues of \$1,000,000 per year.

Baystate looks forward to presenting the Fairgrounds project and working with the City Council on a Host Community Agreement.

Sincerely,



Brian R. Falk

BRF/

Encl.

cc: Richard Fields
James Whitney

HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ENTERTAINMENT AND RECREATIONAL FACILITY
IN THE CITY OF LEOMINSTER

THIS HOST COMMUNITY AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and between the **City of Leominster**, a Massachusetts municipal corporation with a principal address of City Hall, 25 West Street, Leominster, Massachusetts 01453, acting by and through its Mayor and City Council (the “City”), and **Baystate Racing, LLC**, a Massachusetts limited liability company, with a principal address of 100 Front Street, Suite 1700, Worcester, Massachusetts 01608 (“Fairgrounds”). The City and Fairgrounds are together the “Parties” and individually a “Party.”

RECITALS

WHEREAS, Fairgrounds wishes to locate and operate a thoroughbred horse racing facility and a sports bar, which include wagering on live and simulcast horse racing, sports wagering, and other gaming activities, including but not limited to internet gaming, as may be authorized by Massachusetts General Laws Chapters 128, 128A, 128C, 23N, and 23K (the “Facility”) on a tract of land consisting of (a) the City-owned former landfill located along the Leominster Connector in Leominster, City Assessors Parcel 445-1 (the “Landfill Property”), and (b) property located at 670, 690, and 694 Mechanic Street in Leominster, City Assessors Parcels 445-27, 445-1A, and 445-28 (the “Crossroads Property”) (the Landfill Property and the Crossroads Property are together the “Site”), substantially as shown on the plan attached as Exhibit A;

WHEREAS, the City recognizes that the development of the Facility at the Site as an active recreational use with accessory facilities will benefit the City, its residents, and local businesses through increased economic development and employment opportunities, resulting in new growth and revenues for the City;

WHEREAS, the development of the Facility at the Site will require that Fairgrounds or its affiliates receive (a) a license and other approvals from the Massachusetts Gaming Commission to operate live and simulcast horse racing with wagering and sports wagering at the Facility, and (b) other necessary licenses, permits, and approvals from the Commonwealth of Massachusetts (the “Commonwealth”) and the City to construct and operate the Facility, including but not limited to any amendments to the City’s Zoning Ordinance necessary for the Facility (the “Approvals”);

WHEREAS, the Parties anticipate that as a result of the Facility’s operation, the City will incur additional expenses and impacts on the City’s roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable;

WHEREAS, Fairgrounds intends to provide certain benefits to the City in the event that Fairgrounds or its affiliates receives the Approvals; and

WHEREAS, the City Council, after a public hearing held after seven days' notice had been given by posting on the City website and publishing in _____ voted on _____ to approve the location of a horse race track at the Site such that the Massachusetts Gaming Commission may issue a license for racing meetings at the Facility pursuant to Massachusetts General Laws, Chapter 128A, Section 13A.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. Recitals

The above Recitals are true and accurate and are incorporated and made a part of this Agreement.

2. Payments to the City and Community Benefits

In the event that Fairgrounds or its affiliates obtains the Approvals, with notice to the City as required under Section 11.A of this Agreement, then Fairgrounds agrees to provide the following payments and community benefits, with a guaranteed minimum totaling \$1,000,000.00 annually once the horse race track is operational:

A. Annual Community Impact Fee: To mitigate the financial impact of the Facility on the City, Fairgrounds agrees to pay the City an annual fee (an "Annual Community Impact Fee") equal to the difference between the real and personal property taxes assessed and paid for the Facility ("City Taxes") and the amounts set forth below:

- (1) On each annual anniversary of the commencement of operations of the sports bar at the Crossroads Property (the "Sports Bar Opening") and until the earlier to occur of the termination of this Agreement or the Track Opening (defined below), the Annual Community Impact Fee shall be the difference between the City Taxes and \$300,000.
- (2) On each annual anniversary of the commencement of operations of the thoroughbred horse race track at the Site (the "Track Opening") and until the termination of this Agreement, the Annual Community Impact Fee shall be the difference between the City Taxes and \$900,000 (the City Taxes and Annual Community Impact Fee are together the "Combined Payment"), provided, however, that notwithstanding anything contained herein to the contrary, in no event shall the Combined Payment exceed \$900,000 for the first operating year following the Track Opening.
- (3) After payment the Annual Community Impact Fee for the third operating year following the Track Opening, the Combined Payments

shall increase by two and one-half percent (2.5%) per year.

B. Gaming Payments:

- (1) Live Racing and Simulcast Payments. Fairgrounds will make an annual payment to the City in an amount equal to one-half of one percent (.5%) of live racing and simulcast/advance deposit wagering net revenues received by Fairgrounds for the first three years of operation of the Facility, shall pay to the City an amount equal to three quarters of one percent (.75%) from said revenues for years four through seven of operation, and shall pay to the City an amount equal to one percent (1%) from said revenues for year eight and each year thereafter; provided, however, that said payments shall be not less than the following minimum amounts (the "Minimum Racing Payment"):

- (i) First through fourth operating year following the Track Opening: \$100,000;

- (ii) Fifth operating year following the Track Opening: \$240,000.

Said payment shall be made quarterly, on or before the last day of the quarter succeeding the quarter for which the payment is made.

- (2) After payment of the Minimum Racing Payment for the fifth operating year following the Track Opening, the Minimum Racing Payment shall increase by two and one-half percent (2.5%) per year.
- (3) Sports Wagering Payments. Fairgrounds will make an annual payment to the City in an amount equal to one-half of one percent (.5%) of all net sports wagering revenue received by Fairgrounds for the first three years of operation of the Facility, shall pay to the City an amount equal to three quarters of one percent (.75%) from said revenues for years four through seven of operation, and shall pay to the City an amount equal to one percent (1%) from said revenues for year eight and each year thereafter. Said payment shall be made quarterly, on or before the last day of the quarter succeeding the quarter for which the payment is made.
- (4) Other Gaming Revenue. Fairgrounds will make payments to the City in an amount equal to one-half of one percent (.5%) of net revenue received in connection with any other gaming activities authorized pursuant to any license or approval issued to Fairgrounds or any related entity by the Commonwealth of Massachusetts, for the first three years of operation of the Facility, shall pay to the City an amount equal to three quarters of one percent (.75%) from said revenues for years four through seven of operation, and shall pay to the City an amount equal to one percent (1%) from said revenues for year eight and each year thereafter; provided however, that if the Commonwealth of Massachusetts authorizes internet gaming, Fairgrounds will make payments to the City in an amount equal

to two percent (2%) of gross gaming revenue pursuant to any internet gaming license or approval issued to Fairgrounds or any related entity by the Commonwealth of Massachusetts. Said payment shall be made quarterly, on or before the last day of the quarter succeeding the quarter for which the payment is made.

C. Additional Payments:

- (1) Reimbursement of Legal Fees: Following the execution of this Agreement, and not later than thirty (30) days after receipt of an invoice with supporting documentation from the City, Fairgrounds shall reimburse the City for reasonable legal fees incurred in connection with the Facility, including without limitation fees relating to negotiation and review of this Agreement, the License and any other agreements concerning the Facility, the Approvals, attendance at public hearings and meetings, and provision of legal counsel and representation to the City regarding the Facility.
- (2) Initial Community Benefit Payment: Within thirty (30) days after the Approval Date, defined below, but in any event before undertaking any gaming, sports betting, simulcasting or horse racing wagering operations, Fairgrounds shall pay to the City an initial community benefit payment in the amount of Three Hundred Thousand Dollars (\$300,000).
- (3) Permit Fees: Fairgrounds hereby waives all rights to challenge, contest, or appeal the City's building permit application fees and all other local charges and fees generally applicable to other commercial developments in the City.
- (4) Consulting Fees and Costs: Fairgrounds shall reimburse the City for all reasonable consulting fees and costs related to the Approvals not otherwise addressed in this Agreement in accordance with Massachusetts General Laws Chapter 44, Section 53G.
- (5) Property Taxes: Fairgrounds understands and accepts that the Site and any personal property located on the Site will be assessed and taxed in accordance with state law.
- (6) Meals Taxes: Fairgrounds shall collect and remit to the Commonwealth of Massachusetts any local meals taxes with respect to the Facility in accordance with applicable law. It is estimated that said meals taxes will equal approximately \$50,000 per year in new revenue to the City. If meals tax revenue from the Facility is less than \$25,000 in any operating year following the Sports Bar Opening or less than \$50,000 in any operating year following the Track Opening, then Fairgrounds shall pay

the difference to the City.

- (7) Late Payment Penalty: Fairgrounds acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due, Fairgrounds shall be required to pay the City a late payment penalty equal to five percent (5%) of such required payment. Fairgrounds shall pay an additional penalty equal to five percent (5%) of the required payment to be made directly to the City for each additional thirty (30) days that accrues without full payment. Fairgrounds further acknowledges and agrees that all payments required under this Agreement constitute “municipal charges” for purposes of G.L. c.40, §§57 and 58.

D. Community Benefits: As part of the operation of the Facility, Fairgrounds shall provide the following community benefits:

- (1) Community Use of the Facilities: At reasonable times when the Facility is not in use by Fairgrounds or its affiliates, Fairgrounds shall provide, free of charge, community access to the facilities on the Landfill Property for active recreational uses, youth riding lessons, equine therapy, and similar uses. Fairgrounds and the City shall work in good faith to coordinate and schedule such community access.
- (2) Community Events: Fairgrounds shall host, free of charge, at least one event per year at the Facility for the benefit of the community, such as fundraisers for local charities, athletic teams, and schools.
- (3) Education and Mentoring Program: Fairgrounds shall work with local schools to develop an “Equine in the Classroom” program for students and a mentoring program to provide jobs for local graduates of agricultural schools.

3. The Landfill Property

- A. License Agreement: Contemporaneous with the execution of this Agreement, the Parties shall execute a license agreement authorized by vote of the City Council and approved by the Mayor (the “License”), in the form provided as Exhibit B of this Agreement, which License shall authorize Fairgrounds to use the Landfill Property for active recreational purposes, consistent with the Dedication and Declaration of Recreational Use governing the Landfill Property dated July 15, 1997, which shall include the development of a thoroughbred horse race track and accessory structures, parking areas, and access ways, including the construction of an access driveway off of the Leominster Connector opposite Nashua Street, and including all related site investigations and construction activity, designed, constructed, and maintained by Fairgrounds at its sole cost, substantially as shown

on the plan attached as Exhibit A.

- B. Article 97 Legislation: Not later than ninety (90) days after the Effective Date, the Mayor shall request that the City Council approve a petition to the Massachusetts General Court for a special act pursuant to Article 97 of the Massachusetts Constitution and Massachusetts General Laws Chapter 3, Section 5A, to authorize the disposition of the Landfill Property by a 99-year lease or conveyance to Fairgrounds in the form attached as Exhibit C (the “Article 97 Legislation”). If the City Council approves such submission, the City shall seek approval of the Article 97 Legislation by the Massachusetts General Court. Fairgrounds shall support the City in obtaining approval of the Article 97 Legislation, with such support including, but not limited to, reimbursing the City for any reasonable costs associated with seeking approval from the Commonwealth’s Secretary of Energy and Environmental Affairs in accordance with Massachusetts General Laws Chapter 3, Section 5A, assisting the City with the acquisition of replacement land if necessary, and reimbursing the City for any payment in lieu of replacement land required by the Commonwealth’s Secretary of Energy and Environmental Affairs. Reimbursement under this Section 3.B shall be paid by Fairgrounds not later than thirty (30) days after receipt of an invoice with supporting documentation from the City.
- C. Lease or Conveyance of the Landfill Property: Within ninety (90) days after the enactment of the Article 97 Legislation, the City and Fairgrounds shall enter into an agreement to lease (for 99 years) or convey the Landfill Property to Fairgrounds for nominal consideration, in accordance with the Article 97 Legislation, under terms and conditions consistent with this Agreement, provided that (i) the City shall retain such easements and restrictions as may be necessary for municipal purposes and the City’s monitoring of Fairgrounds’ obligation to operate, maintain, inspect, and monitor the landfill and the landfill’s gas collection and control system, and (ii) the City may require a lease provision or deed restriction with a right of recovery or reverter in the event that Fairgrounds ceases to operate the Facility for more than twelve (12) months or is in material default of this Agreement for a period of twelve (12) months or more following written notice from the City.
- D. Revocation of the License: It is expressly understood and agreed, by and between the City and Fairgrounds, that if at any time prior to the date that the City leases or conveys the Landfill Property to Fairgrounds, the City revokes the License, then the City does hereby agree, as a part of consideration for the Fairgrounds’ execution of this Agreement, to repay to Fairgrounds any Initial Community Benefit Payment, and Annual Community Impact Fees previously paid to the City pursuant to Section 2. The said amount is fixed and agreed upon by and between Fairgrounds and the City because of the financial losses that Fairgrounds would in such event sustain, and said amount is agreed to be the amount of damages that Fairgrounds would sustain. Nothing in this paragraph shall limit Fairgrounds’ ability to pursue injunctive relief, specific performance, or any other remedy

available at law or in equity. Notwithstanding the foregoing, the City shall not be required to repay any such amounts if the License is revoked due to any of the following circumstances:

- (1) Fairgrounds terminates this Agreement pursuant to Section 11.B.
- (2) Fairgrounds and the City agree in writing to terminate the License.
- (3) The City is ordered or authorized to revoke the License by a court of competent jurisdiction.
- (4) Fairgrounds abandons the Facility and fails to maintain the Landfill Property in a safe and workmanlike manner a period of twelve months or more.
- (5) The Massachusetts Gaming Commission revokes the Approvals required for Fairgrounds to operate the Facility, and Fairgrounds fails to resecure such Approvals within twelve months.
- (6) Fairgrounds is in default on one or more of the payments required under Section 2 for a period of twelve (12) months or more following written notice from the City.

- E. Impacts on Landfill: Fairgrounds' construction activities and operation of the Facility shall be in strict accordance with a post-closure use permit issued by the Massachusetts Department of Environmental Protection. Fairgrounds' construction activities and the operation of the Facility shall not have a negative impact on the Landfill Property with respect to (i) Fairgrounds' obligation to operate, maintain, inspect, and monitor the landfill and the landfill's gas collection and control system, and (ii) contamination of neighboring properties. Fairgrounds shall promptly address and remediate any reported contamination of neighboring properties from the landfill resulting from Fairgrounds' construction activities and operation of the Facility.
- F. Elevation Changes: Upon completion of the Facility, the highest ground elevation of the Landfill Property shall not exceed the highest pre-construction ground elevation, which is approximately 360 feet.
- G. Responsibility and Care: Upon the execution of the lease or conveyance for the Site, Fairgrounds shall assume all responsibility to operate, monitor, inspect, and maintain the existing environmental control systems at the Landfill Property in accordance with the schedule and requirements of the Massachusetts Department of Environmental Protection ("MassDEP"). Fairgrounds shall submit all required reports to the City's Board of Health and MassDEP as directed by those requirements. This obligation shall continue as long as Fairgrounds owns the Site or maintains control of the Site under the lease. If MassDEP later modifies or ceases its active monitoring requirements, Fairgrounds shall continue to follow any adjusted MassDEP guidelines or, if none, shall maintain monitoring and reporting obligations as set forth by the City's Board of Health, for as long as Fairgrounds owns or controls the site.

4. Site Access and Neighborhood Impacts

- A. Site Access: Primary access to the Facility shall be off of the Leominster Connector opposite Nashua Street as shown on Exhibit A. Except as otherwise set forth below, access to the Facility from Mechanic Street shall be limited to emergency access to and from property controlled by Fairgrounds located off of Mechanic Street. Fairgrounds at its sole expense shall employ police details for events to enforce parking restrictions along Mechanic Street and adjacent residential neighborhoods.
- B. Access to the Crossroads Property: The access driveway shown in Exhibit A shall be designed to provide access to the Crossroads Property and the sports bar at a future date following enactment of the Article 97 Legislation.
- C. Traffic Plan and Improvements:
 - (1) Fairgrounds, at its sole expense, shall prepare a Transportation Impact Assessment (“TIA”) to study the local traffic impacts of the Facility and present a plan to mitigate any such impacts to the City. Fairgrounds shall fund and cause the permitting, design, and construction, in coordination with federal, state, and municipal regulations, of any said improvements to the project as outlined in the foregoing plan.
 - (2) Separate from the mitigation work funded by Fairgrounds and described in Section 4.C(1), the TIA shall also include recommendations for traffic calming measures along Mechanic Street and other measures to mitigate use of Mechanic Street, Florence Street, and other residential streets in the vicinity of the Facility as alternative routes during periods of high congestion along Route 2, Route 190, and the Leominster Connector.
- D. Transportation and Parking Management Plans: Fairgrounds shall develop, in coordination with state and City officials, a transportation and parking management plan for all events at the Facility to ensure that impacts from said events are properly managed, said plan to be formulated with the input of the City’s Police Chief, Fire Chief, and planning staff, and presented to the Mayor for review and approval at least thirty (30) days in advance of the first race day, and said plan shall be updated on an annual basis as needed.
- E. Peer Review: Upon request of the City, Fairgrounds will reimburse the City for the costs incurred in connection with hiring an independent traffic/transportation engineering consultant to review Fairgrounds’ TIA and its proposed transportation and parking plan, to the extent such peer review is not addressed through Massachusetts General Laws Chapter 44, Section 53G as part of the Approvals. Reimbursement under this Section 4.E shall be paid by Fairgrounds not later than thirty (30) days after receipt of an invoice with supporting documentation from the City.

- F. City Support for Transportation Improvements: The City agrees to support Fairgrounds in seeking any grant or other funding programs that may offset or reimburse costs associated with the transportation improvements and Site access improvements by Fairgrounds as part of the Facility.
- G. Setup, Removal, and Cleanup: Fairgrounds shall, at its sole expense, pay for the setup, removal, and cleanup of the Site and surrounding area after each racing day. In addition, Fairgrounds shall pay for all necessary police and fire details, DPW personnel, or other related municipal costs associated with the operations of each race day. Fairgrounds shall commence setup of the Site no sooner than seven (7) days before the start of a race, shall clean up the Site and surrounding area within one (1) day of the conclusion of a race, and shall remove all temporary structures within seven (7) days of the close of each race.
- H. Access Design and Beautification: Site access improvements shall include landscaping and beautification along the Leominster Connector.
- I. Lighting: The Facility shall not have permanent exterior lighting, with the exception of lighting necessary for visitor and employee safety, lighting required by building codes or other applicable laws, and lighting allowed by the City by special permit in accordance with the City of Leominster Zoning Ordinance, as may be amended to accommodate the Facility.
- J. Amplified Sound: The Facility shall not use amplified sound, with the exception of horse races, unless allowed by the City by special permit in accordance with the City of Leominster Zoning Ordinance, as may be amended to accommodate the Facility.

5. City Permitting

Fairgrounds acknowledges that, in accordance with the City's Zoning Ordinance, as may be amended to accommodate the Facility, the operation of the Facility is subject to the Approvals, including the issuance of certain permits by City agencies. Nothing in this Agreement is intended to or shall have the effect of binding or otherwise limiting the discretion of City officials to conduct reviews and impose conditions as are deemed appropriate and lawful in connection with the Approvals. Any of the Approvals required for the Facility and issued by any City board, committee, commission, or official, including any amendments or changes to said permits, shall be enforceable by the City consistent with any regulatory or administrative remedies that may be available to the City.

6. Race Days

- A. Fairgrounds agrees that six (6) race days shall be held at the Facility per calendar year. Further, Fairgrounds agrees, prior to filing its annual application for a racing

meeting license with the Massachusetts Gaming Commission, to review the number of live race days it will request with the City. The Parties recognize that the number of race days is subject to approval by the Massachusetts Gaming Commission.

- B. Subject to the approval of the Massachusetts Gaming Commission, Fairgrounds shall seek approval to race only on the following number of weekends (days) each year:

First year: one weekend (three days)

Second and subsequent years: two weekends (six days)

- C. Fairgrounds shall work with the City to select race dates that minimize conflicts with other local events, subject to the approval of the Massachusetts Gaming Commission.

7. Treatment of Horses

- A. Racing Oversight Board: Fairgrounds has emphasized the importance of the care and treatment of horses in connection with the Facility. To this end, Fairgrounds shall establish and implement best in trade management practices to ensure the highest possible level of care, treatment and protection of horses kept, trained and/or raced at the Facility. Fairgrounds shall establish a Racing Oversight Board, which shall be charged with establishing and ensuring compliance with these best in trade management practices. Fairgrounds shall at least annually report to the City on the steps it has taken to ensure compliance with this provision. Fairgrounds shall include on the Racing Oversight Board one individual appointed, without compensation, by the City's Mayor. Upon request, the Racing Oversight Board or its chair shall attend a meeting of the City Council to review and discuss Fairgrounds' compliance with this Section 7.A.
- B. Investigations: Fairgrounds shall forthwith advise the City of the initiation of any investigation by the Massachusetts Gaming Commission or any other state or federal regulatory body into the treatment of horses at the Facility and, upon completion of such investigation, shall forthwith advise the City of the results thereof.
- C. Treatment of Waste: Fairgrounds shall collect all horse manure, store it in a covered container or facility, and dispose of it off site.

8. Responsible Gaming

Fairgrounds recognizes that, while gaming is an enjoyable leisure and entertaining activity for most, there is a percentage of the population that cannot game responsibly. Therefore, Fairgrounds will implement a "Responsible Gaming Plan" at the Facility, the

goal of which shall be to ensure that those who cannot game responsibly get the help they need. Fairgrounds will accomplish the Responsible Gaming Plan goals by: (a) educating its employees and providing information to patrons about the odds of betting and how to make responsible gaming decisions; (b) promoting responsible gaming at Race day operations; (c) supporting public awareness of responsible gaming; and (d) prominently displaying and providing educational materials at the Facility on race days to educate patrons regarding the risk of problem gambling and available services to obtain treatment.

9. Local Vendors and Employment

- A. Job Fairs: Prior to the commencement of operations at the Site, Fairgrounds shall organize and conduct two separate information sessions and job fairs for veterans and City residents, and shall publicize both events through the City website, local news publications, social media, and physical postings at various locations in the City. Fairgrounds shall also use good faith efforts to offer job skills assessments and provide guidance for interested persons to receive training to qualify for certain positions at the Facility.
- B. Local Priority Hiring: To the extent such practice and its implementation are consistent with federal, state, and local statutes, bylaws, and regulations, Fairgrounds will make every effort, in a legal and non-discriminatory manner, to give priority to local businesses, suppliers, contractors, builders, and vendors in the provision of goods and services for the “non-initial” construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire City residents and utilize women-owned, minority-owned, and veteran-owned vendors within the City.
- C. Notice of Positions, Contracts: In addition to the information sessions and job fairs mentioned above, Fairgrounds’ efforts shall include actively soliciting bids from vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full-time employees first to City residents a minimum of two (2) weeks before advertising through all typical regional employment advertising outlet coordination with the local chamber of commerce and such other reasonable measures as the City may from time to time request.
- D. Employment Reporting: Fairgrounds’ annual report to the Mayor and City Council in accordance with Section 14 of this Agreement shall include information concerning the number of City residents employed at the Facility.
- E. Promotion of Local Businesses: Fairgrounds shall actively promote local restaurants, businesses, and attractions, both on its website and in prominent locations within the Facility.

10. Security and Safety

- A. Security Plans: To the extent requested by the City's Police Department, and subject to the requirements of state and local authorities, Fairgrounds shall work with the City's Police Department in reviewing and approving security plans prior to the Facility Opening, including determining the placement of security cameras. Unless prohibited by the Massachusetts Gaming Commission or Massachusetts State Police, the City's Police Department shall be given access to video feeds from all security cameras.

Fairgrounds shall provide space and utility connections for a City mobile emergency command center for use by the City's Police Department and Fire Department during horse races and special events at the Facility. Adequate provision shall be made for communications facilities at the Facility as the Fire Chief and Police Chief deem appropriate.

The Facility shall be open to the Police Department for inspection at any time, with or without notice.

- B. Ongoing Operations: Fairgrounds agrees to cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security, cooperation in investigations, and communications with the City's Police Department of any suspicious activities at or in the immediate vicinity of the Facility.
- C. Police Details: Fairgrounds shall pay for police and fire details to staff events as deemed appropriate by the City's Police Chief and Fire Chief. The Facility shall be open to the City's Police Department for inspection at any time, with or without notice.
- D. Safety Inspections: Fairgrounds agrees and acknowledges that annual inspections of the Facility by the City's Police Department, Fire Department, Building Department, and Board of Health shall be a condition of continued operation in the City and agrees to cooperate with these City agencies to provide access for annual scheduled inspections of the Facility.

11. Conditions of Fairgrounds' Obligations

- A. Permitting Contingency: The obligations of Fairgrounds set forth in this Agreement, with the exception of its obligations under Section 2.C, are specifically contingent upon receipt of the Approvals allowing Fairgrounds or its affiliates to construct and operate live and simulcast horse racing with wagering and sports wagering at the Facility on the Site. The Approvals shall not be deemed to have been obtained (i) until all applicable appeals periods have expired, with no appeal having been taken, or if appealed then resolved in a manner satisfactory to Fairgrounds in Fairgrounds' sole and absolute discretion,

and (ii) if they contain conditions that are unacceptable to Fairgrounds in Fairgrounds' sole and absolute discretion. Fairgrounds shall notify the City forthwith of the date that Fairgrounds or its affiliates have obtained all of the Approvals (the "Approval Date").

- B. Early Termination: If, for any reason, Fairgrounds or its affiliates have not received all of the Approvals within forty eight (48) months after the Effective Date, then Fairgrounds may, in its sole discretion, upon notice to the City, terminate this Agreement, whereupon Fairgrounds shall have no further obligations or liabilities hereunder, provided however that Fairgrounds shall be required to pay any consulting or other costs incurred by the City prior to such notice in connection with the Facility. If Fairgrounds does so terminate this Agreement, then the City shall not be responsible for the return of any funds provided to it by Fairgrounds.
- C. Nullity: This Agreement shall be null and void in the event that Fairgrounds does not construct the Facility in the City or relocates the Facility out of the City and notifies the City of such change. Further, in the case of any relocation out of the City, Fairgrounds agrees that an adjustment of any payments due to the City under this Agreement shall be calculated based upon the period of occupation of the Facility within the City, but in no event shall the City be responsible for the return of any funds provided to it by Fairgrounds.

12. City Support for the Facility

- A. Permitting and Grants: The City agrees to support Fairgrounds in seeking the Approvals, including support for any grant or other funding programs that may offset or reimburse costs associated with the transportation improvements and Site access improvements by Fairgrounds as part of the Facility.
- B. Gaming Commission Applications: The City agrees to submit to the Massachusetts Gaming Commission, or such other state licensing, registering, or monitoring authority, as the case may be, the required certifications relating to Fairgrounds' (or its affiliates) application for a license or certificate of registration to operate the Facility where such compliance has been properly met.
- C. Signage: The City agrees to support Fairgrounds in providing signage for the Facility visible from Interstate 190 and/or Route 2, including a location of such signage on the Landfill Property or the Crossroads Property in accordance with the City's sign ordinances.

13. Agreement to be a Condition Fairgrounds' Racing and Gaming Licenses

Fairgrounds shall use reasonable efforts to ensure that full compliance with the terms of this Agreement, including, but not limited to, making timely payments to the City of all amounts due under this Agreement, shall be a binding condition of Fairgrounds' racing

and gaming licenses from the Massachusetts Gaming Commission, and that any default by Fairgrounds with respect to this Agreement that has not been addressed by Fairgrounds to the City's satisfaction within sixty (60) days after receiving written notice from the City of such default, shall constitute a violation of a condition of Fairgrounds' racing and gaming licenses. Fairgrounds' "reasonable efforts", as used in the preceding sentence, shall include, but not be limited to, proposing such a condition in its application for racing and gaming licenses. If such a condition is not included in Fairgrounds' racing and gaming licenses by the Massachusetts Gaming Commission, then Fairgrounds shall promptly notify the City and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate any negative impacts, if any, upon the City as a result.

14. Term

This Agreement shall take effect on the Effective Date and shall remain in effect for as long as Fairgrounds, its affiliates, successors, or assigns, operates the Facility at the Site and is licensed by the Massachusetts Gaming Commission to operate the live and simulcast horse racing with wagering and sports wagering aspects of the Facility.

15. Annual Reporting

Fairgrounds shall file an annual written report with the City Council each year, on or before June 1, for the purpose of reporting on compliance with each of the terms of this Agreement during the preceding calendar year and shall, at the request of the City Council, appear at a regularly or specially scheduled meeting to discuss such annual report.

16. Successors/Assigns

This Agreement is binding upon the Parties, their successors and assigns. Fairgrounds shall not transfer or assign its rights or obligations under this Agreement without prior written authorization of the City, which will not unreasonably be withheld, delayed, or conditioned. Fairgrounds shall provide the City with information relating to any such successor in advance of any such transaction, including any information required by the Massachusetts Gaming Commission. Any assignee of or successor in interest to Fairgrounds shall be bound by the terms of this Agreement to the fullest extent allowed by law. The City may consider a prospective owner's documented violations by regulators owing to its failing to protect the health and wellbeing of horses and financial condition when considering its approval.

17. Amendments/Waiver

Amendments to this Agreement by the City shall require a majority vote of the City Council and approval of the Mayor. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any party of any provisions hereof be deemed a

waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

18. Notices

Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

To City: Office of the Mayor
Leominster City Hall
95 Pleasant Street
Leominster, MA 01440

To Fairgrounds: c/o Mirick
100 Front Street
Worcester, MA 01608

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, or (c) upon the date personal delivery is made.

19. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the City or Fairgrounds would be substantially or materially prejudiced. Further, Fairgrounds agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement, and to the extent the validity of this Agreement is challenged by Fairgrounds in a court of competent jurisdiction, Fairgrounds shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

20. Force Majeure

Fairgrounds shall not be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a "Force Majeure Event" (as defined below). If Fairgrounds is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall provide reasonable notice to the City of the circumstances preventing or delaying performance and the expected duration thereof, if known. For the purposes of this Agreement, a "Force Majeure Event" is any circumstance not within the reasonable control, directly or indirectly, of the Party affected and includes, but is not limited to, the following: strikes or other significant labor disputes; significant supply shortages; pandemics, adverse weather conditions and other acts of nature; acts of God, fire, other substantial property

damage or any condition that prevents or significantly interferes with the operations of the Facility; significant subsurface conditions; riot or civil unrest; the forced closure of all gaming establishments by the Commonwealth of Massachusetts or the Massachusetts Gaming Commission; and actions or failures to act of any governmental authority or agency. A Force Majeure Event may justify delay of performance of one or more payment obligations hereunder but shall not justify excusal of performance.

21. Time is of the Essence

Time is of the essence of this Agreement and of each provision in which time is an element.

22. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement. If the City is the prevailing party in any such action, it shall be entitled to recover its litigation costs including counsel fees and expert witness fees.

23. Indemnification

Excluding any Claims (as herein defined) caused by the gross negligence or intentional misconduct of the City, Fairgrounds shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings, subpoenas, document requests and/or costs and expenses, including attorney's fees (collectively, the "Claims"), brought against or initiated as to the City, its agents, departments, officials, employees, insurers and/or successors, by any party, including any private or public entity, arising from or relating to the Equine Center. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the City's choosing incurred in defending or responding to such Claims. Fairgrounds agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself from or responding to such Claims. To the extent that any of the City's insurance policies provide coverage for any Claim to which indemnity is being sought hereunder alleging negligence or intentional misconduct of the City, the City shall first submit the Claim to its insurance carrier before seeking indemnity from Fairgrounds, and Fairgrounds shall only be required to indemnify the City to the extent there is no coverage or insufficient coverage.

24. No Joint Venture

The Parties agree that nothing contained in this Agreement or any other documents executed in connection with this Agreement is intended or shall be construed to establish the City and Fairgrounds, or the City and any other successor, affiliate or corporate entity as joint ventures or partners.

25. No Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Fairgrounds.

26. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define, or be used in interpreting the text of this Agreement.

27. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

28. Signatures

Each Party and their respective successors and assigns agree that the execution of this Agreement by electronic means (including by use of DocuSign (or similar) and/or by use of digital signatures) and/or the delivery of an executed copy of this Agreement by email shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

29. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

30. Entire Agreement

This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between Fairgrounds and the City with respect to the matters described above. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the day and year first written above.

CITY OF LEOMINSTER

BAYSTATE RACING LLC

Dean Mazzaella,
Mayor

_____,
Manager [or authorized agent]

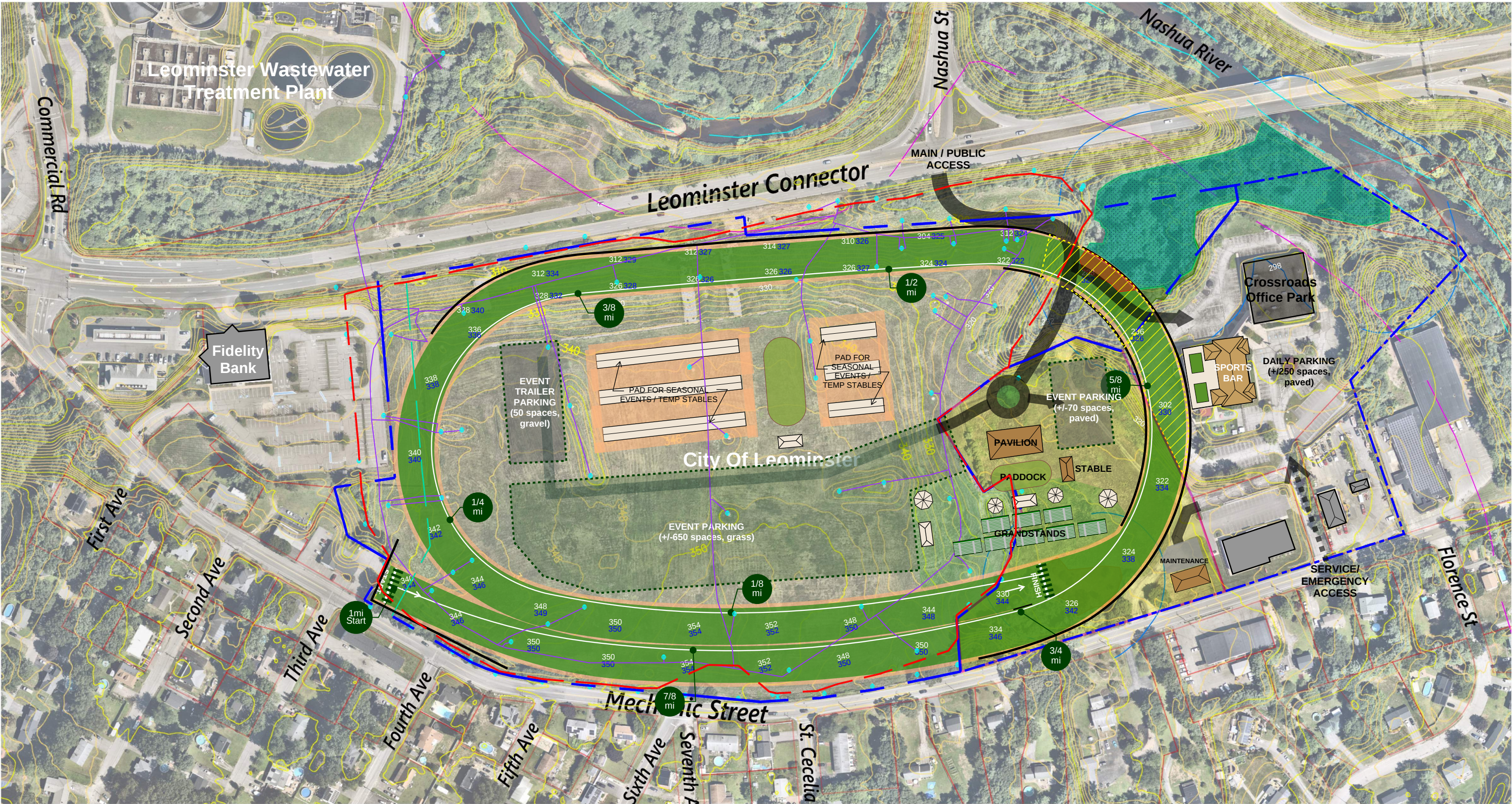
Mark Bodanza,
City Council President, duly authorized by a
vote of the Leominster City Council on

As to Form:

_____,
City Solicitor

Exhibit A

Plan of the Facility

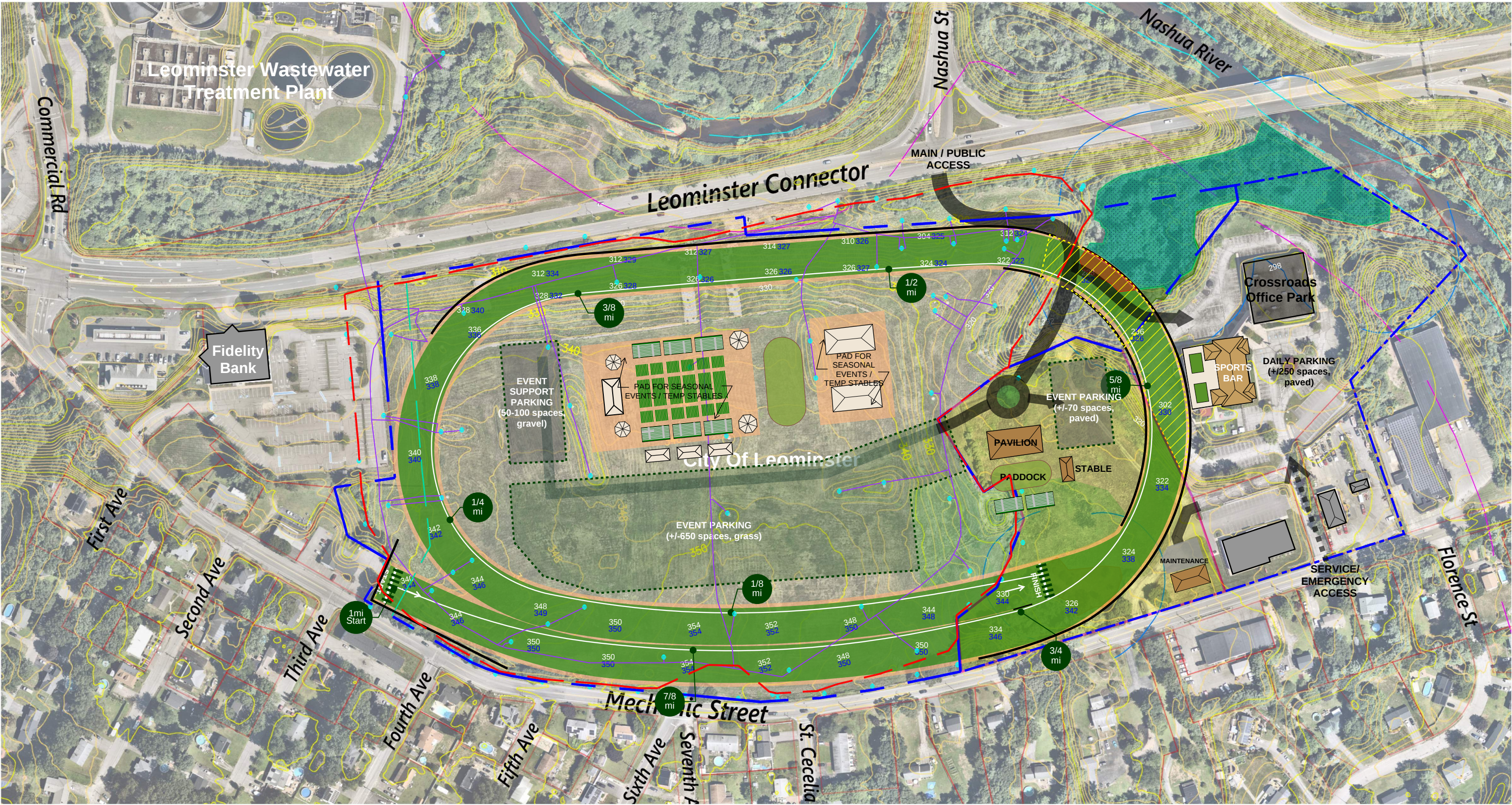


LEGEND

- | | |
|---------------------------------|---------------------------------|
| INTERNAL DRIVE/PEDESTRIAN PATH | WETLANDS |
| PROPERTY LINE | IMPACTED WETLANDS +/- 4,500 GSF |
| EXTENTS OF CAPPED LANDFILL | PROPOSED TRACK |
| EXISTING STRUCTURE TO REMAIN | PROPOSED RETAINING WALL |
| EXISTING STRUCTURE TO BE DEMO'D | |
| NEW PERMANENT STRUCTURE | |
| TEMPORARY STRUCTURE | |

PRELIMINARY SITE LAYOUT: RACE DAY
LEOMINSTER, MASSACHUSETTS





LEGEND

- INTERNAL DRIVE/PEDESTRIAN PATH
- PROPERTY LINE
- EXTENTS OF CAPPED LANDFILL
- EXISTING STRUCTURE TO REMAIN
- EXISTING STRUCTURE TO BE DEMO'D
- NEW PERMANENT STRUCTURE
- TEMPORARY STRUCTURE
- WETLANDS
- IMPACTED WETLANDS +/- 4,500 GSF
- PROPOSED TRACK
- PROPOSED RETAINING WALL

PRELIMINARY SITE LAYOUT: ALT EVENT
LEOMINSTER, MASSACHUSETTS



DAVID M. SCHWARZ ARCHITECTS



Exhibit B

Form of License Agreement

LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement") is dated this _____ day of _____, 2025, and is by and between the **CITY OF LEOMINSTER**, a Massachusetts municipal corporation with a mailing address of City Hall, 25 West Street, Leominster, Massachusetts 01453, acting by and through its duly authorized Mayor (the "City"), and **BAYSTATE RACING LLC**, a Massachusetts limited liability company with a mailing address of 100 Front Street, Suite 1700, Worcester, Massachusetts 01608 ("Fairgrounds").

WHEREAS, the City owns certain property known as the Leominster landfill, City Assessors Parcel 445-1, located at along Mechanic Street in the city of Leominster and shown as parcel B on a plan entitled "Leominster Sanitary Landfill Property Survey", dated June 6, 1997, prepared by Whitman & Bingham Associates, Inc., and recorded in the Worcester North District Registry of Deeds at Plan Book 391, Plan 1, containing approximately 30.86 acres, that was dedicated by the City for active and passive recreation and open space purposes through a dedication recorded in the Worcester North District Registry of Deeds at Book 3059, Page 378 (the "Property"); and

WHEREAS, Fairgrounds seeks authorization from the City to construct and operate a thoroughbred horse race track, accessory structures, parking areas, and access ways on the Property prior to the lease or conveyance of the Property to Fairgrounds to be authorized by special legislation filed with the General Court of the Commonwealth of Massachusetts by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Fairgrounds agree as follows:

1. License of and Use of the Property: The City hereby grants to Fairgrounds a revocable, nonexclusive license to access and use the Property for active recreational purposes, consistent with the Dedication and Declaration of Recreational Use governing the Landfill Property dated July 15, 1997, which shall include the development of a thoroughbred horse race track and accessory structures, parking areas, and access ways, including the construction of an access driveway off of the Leominster Connector opposite Nashua Street, and including all related site investigations and construction activity, designed, constructed, and maintained by Fairgrounds at its sole cost (the "License"), under the terms and conditions set forth in this Agreement and the terms and condition of that certain Host Community Agreement between the City and Fairgrounds dated _____, 2025 and on file with the Leominster City Clerk (the "HCA").

2. Termination: The City may terminate the License and this Agreement at any time in the City's sole and absolute discretion, subject to the terms and conditions of the HCA.

3. No Interest in Real Property: Fairgrounds acknowledges that the License and this Agreement are not a grant of any real property interest in the Property or any other property of the City. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property. This Agreement shall not create a landlord-tenant relationship between the City and Fairgrounds.

4. Insurance: At all times while the License remains in effect, Fairgrounds shall maintain in effect, at its sole expense, general liability insurance in at least the amount of Three Million and 00/100 Dollars (\$3,000,000.00), for bodily and personal injury and property damage, and naming the City as an additional insured, such coverage to be primary and not excess or contributing or secondary to any other insurance available to the City. Evidence of such insurance shall be delivered to the City upon the execution of this Agreement, and upon any change in carrier or coverage. This paragraph shall survive the termination of this Agreement.

5. Indemnification: To the greatest extent allowed by law Fairgrounds shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives, from and against any and all claims, liens, liabilities, judgments, costs, expenses, and direct and consequential damages, including reasonable attorney's fees, using the attorney of the City's choosing, arising out of or in any way related to the License, including but not limited to bodily injury, personal injury, or property damage to Fairgrounds or Fairgrounds' employees, agents, or invitees occasioned by the acts or omissions of Fairgrounds or any other person. Fairgrounds further agrees to reimburse the City for damage to the City's property caused by Fairgrounds, its employees, agents, contractors, or materialmen. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist under applicable law. This paragraph shall survive the termination of this Agreement.

6. Assignment: Fairgrounds shall not assign its interests in this Agreement without the express, written approval of the City.

7. Amendments: This Agreement may be amended only by a writing duly executed by the authorized representatives of the City and Fairgrounds.

8. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Headings: The paragraph headings in this Agreement are for convenience only and in no way define limit or describe the scope or intent of any provisions or sections of this Agreement.

10. Execution in Counterparts: This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the day and year first written above.

CITY OF LEOMINSTER

BAYSTATE RACING LLC

Dean Mazzearella,
Mayor

_____,
Manager [or authorized agent]

Mark Bodanza,
City Council President, duly authorized by a
vote of the Leominster City Council on

As to Form:

_____,
City Solicitor

Exhibit C

Form of Article 97 Legislation

AN ACT AUTHORIZING THE DISPOSITION OF CERTAIN PARCELS OF LAND IN THE CITY OF LEOMINSTER

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding chapter 30B or any other general or special law to the contrary, the city of Leominster, acting through its mayor and city council, may license, lease, and convey to Baystate Racing LLC a certain parcel of land located along Mechanic Street in the city of Leominster shown as parcel B on a plan entitled “Leominster Sanitary Landfill Property Survey”, dated June 6, 1997, prepared by Whitman & Bingham Associates, Inc., and recorded in the Worcester north district registry of deeds at plan book 391, plan 1, containing approximately 30.86 acres, that was dedicated by the city of Leominster for active and passive recreation and open space purposes through a dedication recorded in the Worcester north district registry of deeds at book 3059, page 378, for such consideration as is set forth in that certain host community agreement between the city of Leominster and Baystate Racing LLC, dated _____, 2025, which is on file with the Leominster city clerk.

SECTION 2. As mitigation for the dispositions authorized in section 1, a conservation restriction shall be placed upon _____ pursuant to sections 31 and 32 of chapter 184 of the General Laws. The conservation restriction shall be granted to _____ or to another public entity authorized to hold a conservation restriction pursuant to said section 32 of said chapter 184 and to another public entity so that the land shall continue to be protected by article 97 of the amendments to the constitution of the commonwealth; provided, however, that the conservation restriction shall continue to provide the benefits required by the dedication recorded in the Worcester north district registry of deeds at book 3059, page 378, and shall further those benefits by ensuring not net loss of land held for the purposes set forth in said dedication.

OR

SECTION 2. As mitigation for the dispositions authorized in section 1, Baystate Racing LLC shall prior to the execution of the instruments for such dispositions provide funding in lieu of replacement land to the city of Leominster, which shall be not less than 110 per cent of the fair market value or value in use of the land referenced in section 1, whichever is greater, as determined by an independent appraisal. The city of Leominster shall deposit such sum into its _____ fund and dedicate it solely for the acquisition of land for active and passive recreation and open space purposes. The city of Leominster shall use such funds within 5 years to acquire replacement land, which shall be equal or greater in active and passive recreation and open space value as determined by the secretary of energy and environmental affairs and of equal or greater acreage and monetary value as determined by an independent appraisal of the fair market value or value in use, whichever is greater, of the land referenced in section 1.

SECTION 3. For purposes of section 3(l) of chapter 128A, the land referenced in section 1 shall not be considered owned by the city of Leominster so long as it is subject to a ninety-nine year lease to Bay State Racing LLC or its successors.

SECTION 4. This act shall take effect upon its passage.