

INTRODUCTION AND BACKGROUND

1. Here is what this case is *not* about: over the three-year period from 2023 through 2025, Plaintiffs and their affiliates paid over \$29 million in tax equivalent payments to Foxborough—a substantial amount given that Foxborough’s total expenses for non-educational governmental activities were approximately \$120 million, in total, over those three years.² (*See Table A*, below.) Plaintiffs made those payments without complaint and in the spirit of a partnership that has mutually benefitted Plaintiffs and the Town for over two decades. Plaintiffs are *not* seeking to recoup any of those payments.

2. Instead, this case is about Foxborough repeatedly misusing its state-granted licensing authority unlawfully to extract funds from Plaintiffs.

3. The immediate precipitating basis for this lawsuit is a recent renewal of Gillette Stadium’s entertainment license. Foxborough has state authorization to charge Plaintiffs a maximum fee of **\$100** each year to renew the Stadium’s entertainment license. This April, Foxborough used what should have been a routine entertainment license renewal as a pretext to charge Plaintiffs approximately **\$1 million** annually in new administrative fees. These new fees are to be in addition to the hundreds of thousands of dollars of improper administrative fees and related levies that Foxborough was previously charging Plaintiffs.

² In its audited financial statement, Foxborough reported expenses from government activities of approximately \$115 million in 2025 and approximately \$109 million in each of 2023 and 2024. Education expenses in 2025 and 2024 were approximately \$73 million in 2025 and approximately \$70 million in 2024. For 2023, the Town did not separate out its employment-related expenses for education, so we assume the total non-educational expenditures for governmental activities were roughly the same in 2023 as they were in 2024. Foxborough’s 2025 financial statements are available [here](#).

TABLE A

Payments to Town of Foxboro by Calendar Year				
2023 - 2025				
Payment Category	2023	2024	2025	2023-2025
Payment in lieu of Taxes - Town User Charge	4,050,212	4,146,321	4,128,529	12,325,063
Real Estate Taxes	3,864,573	4,106,773	4,111,878	12,083,225
Fees, Permits, Licenses and Assessments	654,806	801,088	854,640	2,310,534
Personal Property Tax	106,665	106,832	702,804	916,301
Admin Fees	320,257	462,368	407,186	1,189,811
Paid Details (Police, Fire, Other)	3,202,569	4,623,678	4,071,863	11,898,110
Water *	318,527	479,684	680,749	1,478,960
Gross Payments to Town of Foxboro	12,517,610	14,726,745	14,957,649	42,202,004
Less: Paid Details (Police, Fire, Other)	3,202,569	4,623,678	4,071,863	11,898,110
Less: Potable water (non-reclaimed water) *	159,264	239,842	340,374	739,480
Effective Tax Paid	9,155,778	9,863,225	10,545,411	29,564,414

Note: For 2025, the effective tax paid represents approximately 32% of the Town of Foxborough's total General Fund expenditures, excluding education-related spending.

* Gillette Stadium fully funds and operates its own wastewater treatment plant, including all capital and operating expenses. The plant processes wastewater into reclaimed water that is reused throughout Gillette Stadium and Patriot Place. Gillette Stadium pays the Town of Foxborough a fee for using this reclaimed water. Approximately 50% of the total water bill relates to reclaimed water.

4. Foxborough's Select Board imposed these new charges without seeking comment from Foxborough's residents and without presenting any witnesses or evidence, despite the fact that state law required the Select Board to act in a "quasi-judicial" capacity and afford Plaintiffs due process before adding conditions to the Stadium's longstanding entertainment license.

5. This was not the first time Foxborough has used licensing powers and other administrative means to extract large payments from Plaintiffs.³

³ For example, Plaintiffs pay Foxborough roughly \$300,000 for wastewater, even though the Stadium treats and reuses all of its wastewater and does not send anything to the Town's sewer system. Plaintiffs also pay Foxborough hundreds of thousands of dollars annually in \$10-per spot "commercial parking" licenses.

6. The result of Foxborough’s abuse of the state licensing system has been to build a fund for miscellaneous administrative funding, as well as programs such as a “special operations” wing of the local police department and a “drone mitigation” service duplicative of what the State Police already provides.

7. Plaintiffs have proposed that, rather than paying Foxborough inflated service fees and unlawful administrative charges that are treated as special revenue, they pay at least as much in additional payments to Foxborough’s general fund, in lieu of taxes, principally by increasing Foxborough’s revenue share from concerts at Gillette Stadium. In exchange, the Town would become responsible for paying the costs to provide its own services to the Stadium and, thus, would no longer have an incentive to inflate those expenses. That would be a substantial opportunity for the Town to allocate more resources to public works, education, and other local needs.

8. To date, Foxborough has not accepted this win–win proposal. Plaintiffs’ deadline to contest the purported conditions within the 2026 entertainment license renewal has now arrived. As a result, Plaintiffs have no choice but to seek this Court’s review of Foxborough’s most recent misuse of its state-granted licensing authority.

OVERVIEW OF LEGAL CLAIMS

9. Under Massachusetts law, the sponsor of “a concert, dance exhibition, cabaret or public show of any description” that occurs on premises licensed to serve food or alcohol is required to obtain an entertainment license from the city or town where the “public shows” will occur, subject to annual renewals. G.L. c. 140, § 183A (“Section 183A”).⁴

⁴ The entertainment license for Gillette Stadium also references G.L. 140, § 181 and G.L. 136, § 4. Neither of those sections are applicable to Plaintiffs. G.L. 140, § 181 concerns licenses

10. Section 183A provides that any “fee for any [entertainment] license or for any renewal thereof *shall not exceed one hundred dollars.*” (Emphasis added.)

11. In violation of Section 183A, Foxborough presented Plaintiffs with an “invoice” for **\$953,640**, which the Town informed Plaintiffs would be the approximate additional annual charge to renew the entertainment license for Gillette Stadium going forward.

12. To be clear, this new charge of nearly \$1 million annually is above and beyond the approximately \$4+ million per year Plaintiffs already pay to Foxborough in payments in lieu of taxes, the additional approximately \$4 million per year Plaintiffs and their affiliates pay Foxborough for special detail services from the Town’s Fire and Police Departments, and all the other fees and charges summarized in **Table A**, above. An additional substantial percentage of Foxborough’s revenue stems from businesses that would not exist in Foxborough if Gillette Stadium were not also located there.

13. The Town contends that the new, approximately \$1 million annual charge is not a “fee for” but rather a “condition of” the entertainment license.

14. The Town’s contention makes no sense.

15. It strains credulity to presume that, in drafting Section 183A, the Legislature intended to allow cities and towns to exceed the statutory maximum fee by \$1 million simply by placing the word “condition” rather than the word “fee” on an invoice.

for entertainment and events that *do not* occur at premises licensed to sell food or alcohol. *See*, G.L. c. 140, § 182 (providing that requirement of licensure under § 181 does not apply to establishments covered by § 183A); *Morgan v. Town of Stoughton*, 18 Mass. App. Ct. 977, 978 (1984) (recognizing same). G.L. 136, § 4, which is one of the Commonwealth’s “Blue Laws,” concerns licensing of events on Sundays. By the statute’s own terms, the local licensure provisions of G.L. 136, § 4 are inapplicable to “premises licensed under the provisions of section one hundred and eighty-three A of chapter one hundred and forty.”

16. Further, while Section 183A allows “conditions” on entertainment license renewals, those “conditions” can permissibly be imposed only insofar as they require precautionary measures reasonably necessary to “(a) protect employees, patrons, and members of the public inside or outside the premises from *disruptive conduct, from criminal activity, or from health, safety or fire hazards.*”⁵ (Emphasis added)

17. Moreover, the Town’s role in renewing entertainment licenses is “quasi-judicial,” and any new conditions imposed during a renewal therefore must be designed to prevent “a violation of some law, rule, or regulation.” *See Gainsboro Rest., Inc. v. City of Bos.*, 75 Mass. App. Ct. 1105 (2009) (unreported) (discussing a license suspension). Further, as discussed below, due process protections apply to license renewal proceedings, meaning that any new conditions are supposed to be based on evidence subject to scrutiny before the Town’s Select Board.

18. Here, Foxborough is not seeking to ensure that Gillette Stadium refrains from violating a “law, rule, or regulation” and not proceeding on the basis of any evidence of new disruptive conduct, criminal activity, or health, safety or fire hazards. Rather, Foxborough is seeking \ to require Plaintiffs to reimburse essentially any municipal cost the Town dictates.

19. Specifically, Foxborough has presented Plaintiffs with an “invoice” for Town expenses including 15% of the Fire Chief’s salary and benefits (the share allocated to Plaintiffs being \$52,000 per year), 40% of the Deputy Police Chief’s salary and benefits (the share allocated

⁵ In the case of new licenses or changed uses, conditions may also be imposed to “(b) prevent an unreasonable increase in the level of noise in the area caused by the licensed activity or caused by patrons entering or leaving the premises; or (c) prevent an unreasonable increase in the level of pedestrian or vehicular traffic in the area of the premises or an unreasonable increase in the number of vehicles to be parked in the area of the premises.” By limiting their applicability to “increase[s],” the Legislature made categories (b) and (c) largely inapplicable to the license renewal at issue here.

to Plaintiffs being \$118,000 per year), a drone and 75% of the salary and benefits of an employee designated for drone mitigation—a service that could be state-administered (the share allocated to Plaintiff being \$125,000 per year), and 100% of the salary and benefits of a Police Lieutenant to run the department’s “special operations division” (\$226,000 per year).

20. No court has *ever* interpreted Section 183A to allow a town to make a licensee responsible for part of the town’s public safety payroll as a “condition” of obtaining an entertainment license.

21. The Town has also incorporated a variety of other impermissible “conditions” into the Gillette Stadium entertainment license. For example, the Town purports to condition the entertainment license on Plaintiffs’ (a) indemnifying Foxborough against claims arising from activities at the Stadium (which Plaintiffs already agreed to do in their lease with the Town); (b) paying 90% of one of Foxborough’s municipal liability insurance policies; (c) committing to hire and pay however many special duty Foxborough fire personnel and Foxborough police officers the Town specifies, regardless of the extent to which Plaintiffs could adequately protect public safety with private security, fire, and medical personnel; (d) making capital expenditures on behalf of the local 911 service, including to cover the cost of its employees’ uniforms; (e) paying the Town’s Board of Health in exchange for the privilege of being inspected; (f) paying contractual expenses that have nothing to do with public safety, and, finally, (g) paying whatever charges the Town invoices before the due date, even if Plaintiffs reasonably dispute the legality of those charges.

22. The Town’s charges and other impermissible conditions conflict with the purpose of Section 183A, which is not to enable municipalities to raise revenue but rather “to afford notice to the municipal authorities of locations where large numbers of people might gather at one time

under a single roof.” *Mosey Cafe, Inc. v. Licensing Bd. For the City of Bos.*, 338 Mass. 199, 205 (1958).

23. Despite Plaintiffs’ efforts to negotiate a compromise and to continue a longstanding relationship of cooperation and mutual respect with the Town, Foxborough has refused to provide an entertainment license for Gillette Stadium that is not “conditioned” on Plaintiffs writing new, seven-figure checks to the Town, even though there is no basis in the parties’ contracts or in the law for such charges, on top of the payments detailed in Table A, *supra*.

24. Plaintiffs are thus forced to bring this action, which seeks a declaratory judgment that the financial “conditions” Foxborough has imposed on Plaintiffs in exchange for Gillette Stadium’s entertainment license are legally inoperative and uncollectible.

25. In the alternative, Plaintiffs seek relief in the nature of certiorari, specifically: an order requiring Foxborough to renew Gillette Stadium’s entertainment license without financial “conditions” that exceed the Town’s authority under Section 183A.

THE PARTIES

26. Plaintiff KSE is a Delaware Limited Liability Company with a principal place of business at One Patriot Place, Foxborough, Massachusetts 02035.

27. Plaintiff NPS is a Delaware Limited Liability Company with a principal place of business at One Patriot Place, Foxborough, Massachusetts 02035.

28. New England Patriots LLC is a Delaware Limited Liability Company with a principal place of business at One Patriot Place, Foxborough, Massachusetts 02035.

29. Kraft Soccer LLC is a Delaware Limited Liability Company with a principal place of business at One Patriot Place, Foxborough, Massachusetts 02035.

30. The Town is a Massachusetts municipal corporation with an address of 40 South Street, Foxborough, Massachusetts 02035.

31. The five elected members of Foxborough's Select Board are responsible for the decision to "condition" the Gillette Stadium entertainment license on a cash payment. Out of concern for the relevant individuals' privacy, as well as appreciation for their public service, Plaintiffs have not named the Select Board members as Defendants. However, Plaintiffs would name the Select Board members in the event Foxborough contends that they are necessary parties or otherwise raises any defense based on the propriety of naming the Town, alone, as Defendant.

JURISDICTION AND VENUE

32. This Court has jurisdiction to issue declaratory judgments pursuant to G.L. c. 231, § 1.

33. Alternatively, jurisdiction is proper pursuant to G.L. c. 249 § 4 (civil action in the nature of certiorari), as this action functions as an appeal of a "quasi-judicial" decision of the Foxborough Select Board, which would not otherwise be reviewable by motion or by appeal.

34. Both the Plaintiffs and the Defendants are principally located in Norfolk County.

HISTORICAL GILLETTE STADIUM LICENSING, AS CONTEMPLATED BY STATUTE AND IN PRACTICE

35. NPS is the owner of Gillette Stadium, a sports and entertainment complex that hosts various concerts and events and is the home stadium of both the New England Patriots and the New England Revolution, and temporarily the home stadium of the Boston Legacy FC. NPS leases the land on which Gillette Stadium is built from the Town pursuant to a comprehensive Lease. The Lease contains an arbitration agreement. This proceeding is intended to contest only non-arbitrable issues concerning Foxborough's compliance with state entertainment licensing laws. Plaintiffs specifically reserve for arbitration, and exclude from this proceeding, their rights to

enforce the Lease, including by contesting charges levied through the entertainment license renewal that violate the Lease.

36. KSE is an affiliate of NPS responsible for planning, coordinating, and executing various events, including Patriots, Revolution and Legacy home games.

37. The New England Patriots and New England Revolution, which are also affiliates of NPS, are professional sports teams that, respectively, play NFL games and Major League Soccer (“MLS”) matches at Gillette Stadium.

38. The Town has historically been—to put matters charitably—imprecise in identifying the statutory basis for its authority to license Gillette Stadium.

39. The Town’s bylaws contain a chapter on “Stadium Regulations,” which includes provisions requiring a license for any “public entertainment . . . on any premises within the Town of Foxborough for which the number of tickets available for sale exceeds 15,000⁶ unless a license for such public entertainment has previously been issued therefor by the Select Board and in accordance with the provision of this bylaw.” Foxborough Bylaws § 229-2.

40. The bylaws state that the Town’s authority to license the Stadium extends only to “those issues regarding the public safety, health and order, and the creation of a nuisance as are authorized within the applicable provisions of MGL c. 140, § 181, MGL c. 140, § 183A; and/or MGL c. 136, §§ 4 and 14.”

41. Section 181, like Section 183A, concerns licenses for public entertainment. However, Section 181 is inapplicable to “premises” covered by Section 183. *See*, G.L. c. 140,

⁶ Smaller establishments routinely request and receive entertainment licenses from the Town. The 15,000-person threshold in the bylaws appears to trigger additional local notice provisions.

§ 182 (providing that requirement of licensure under § 181 does not apply to “enterprises required to be licensed under section one hundred and eighty-three A”); *Morgan v. Town of Stoughton*, 18 Mass. App. Ct. 977, 978 (1984) (recognizing same and holding town bylaw governing licenses under Section 181 inapplicable to business previously licensed under Section 183A).

42. In short, Section 181 is inapplicable to Gillette Stadium, because the stadium is licensed to sell food and alcohol and is thus an enterprise “required to be licensed under” Section 183A in regard to public entertainment.

43. Chapter 136 contains many of the Commonwealth’s “Blue Laws” and generally restricts the undertaking of business on Sundays.

44. Section 4 of chapter 136, subpart 1, allows towns and cities to override the general prohibition on Sunday events by licensing businesses to operate after 1 p.m. on Sundays; however, subpart 6 of the same section provides that subpart 1 is inapplicable to “premises licensed under” Section 183A.

45. While subpart 2 of the same section, which requires permission *from the Commonwealth* for activities prior to 1 p.m. on Sundays, is applicable to “premises licensed under” Section 183A, Foxborough does not appear to rely on that subpart in licensing the Stadium.

46. Section 14 of Chapter 136, which is mentioned in the Town’s bylaws but not in the Stadium’s licenses, provides generally that sports and other forms of entertainment are exempt from restrictions on business being conducted on legal holidays.

47. All of this goes to the simple point that Section 183A is the only legitimate statutory basis for the Town to license Gillette Stadium.

48. That is important not only because Section 183A has a maximum \$100 annual fee but also because, once licensed under Section 183A, a party cannot be denied a renewal of its

license without due process. *See Konstantopoulos v. Town of Whately*, 384 Mass. 123, 132 (1981) (“The plaintiff’s entertainment license clothes him with a constitutionally protected interest of which he cannot be deprived without procedural due process.”).

49. As detailed below, the Town has greatly exceeded its entertainment licensing authority.

**RECENT GILLETTE STADIUM LICENSES
AND PAYMENTS FROM PLAINTIFFS TO FOXBOROUGH**

50. Plaintiffs have relied on Foxborough’s good faith and professional expertise and have paid for whatever special duty police and fire details the Town has specified for Stadium events. In 2025 alone, KSE’s payments to Foxborough for special duty details and related service totaled over \$4 million.

51. Before announcing that future entertainment license renewals would be conditioned on approximately \$1 million in new payments, the Town had historically required Plaintiffs to pay administrative charges of approximately \$400,000–\$500,000 to renew their entertainment license, even though neither the parties’ contracts nor state law authorizes such charges.

52. Those payments are on top of the several other categories of financial contributions from Plaintiffs and their affiliates to Foxborough. *See Table A*, above.

53. While Section 183A provides for entertainment licenses to expire on December 31 and renew effective January 1, Chapter 141 of the Acts of 2020 allows Foxborough to issue licenses that expire one year after issuance regardless of the issuance date. Foxborough has used that special authority to license Gillette Stadium on an approximately April – April basis, which allows the renewal process to occur after the regular season schedules for the NFL and MLS have been set.

THE 2026 LICENSING PROCESS

54. Foxborough's bylaws provide that entertainment license renewal requests for the Stadium should "be on such form as approved by the Select Board, and shall be accompanied by such security plans, pedestrian and vehicular traffic plans, and other documentation as said Board shall determine." However, insofar as Plaintiffs are aware, Foxborough does not specify any form for the Stadium's license renewal and has instead proceeded informally. In keeping with the consistent practice since the passage of Chapter 141 of the Acts of 2020, in or around March 2026, KSE submitted the expected schedules for NFL home games, MLS home matches, and other events, along with a draft entertainment license that was substantially identical to the entertainment license renewal from the previous year.

55. The first Plaintiffs heard from the Town was approximately one week in advance of a public hearing scheduled for April 14, 2026, when the Select Board provided KSE with a draft of the entertainment license renewal it intended to issue.

56. The Town also sent a "draft" "invoice" of \$953,640.

57. The new license form was substantially different than the forms used in previous years and included an elaborate preamble of "findings" despite the absence of any substantive proceedings related to, or record developed in connection with, the entertainment license renewal exercise. A demonstrative showing the additions and changes to the 2026 license, as compared to the 2025 license, is attached as **Exhibit A**. The Town did not immediately provide any rationale or explanation for these changes.

58. In summary, the "findings" did not include any violations of previous licenses or of materially changed conditions. Instead, the "findings" expressed the current Foxborough Select Board's impression that predecessor governments of Foxborough should have negotiated for Plaintiffs to provide even more generous payments to the Foxborough general fund.

59. Following that preamble, Foxborough unilaterally incorporated into the new 2026 license a variety of substantive changes, most notably language requiring Plaintiffs to pay hundreds of thousands of dollars per year in new charges for “operational and capital needs, that are deemed [attributable to the Stadium] by the Police Chief, *in his sole discretion*” or the “Fire Chief, *in his sole discretion*” or the Director of the regional 911 service “*in their sole discretion*” (Emphasis added.)

60. That new language specifically states that Plaintiffs’ millions in other annual payments to Foxborough (which have allowed the Town to operate without fiscal restraint) would no longer be considered Plaintiffs’ fair share of the Town budget. For instance, the new language provided:

- a. That “in addition to, and not in lieu of, any other payments, fees, or obligations under this License, the Stadium Lease, Town Bylaws, or applicable law[,]” Plaintiffs will newly be responsible to pay for “any and all costs, charges, expenses, or liabilities of the Town or the Police Department, relating to both operational and capital needs, that are deemed by the Police Chief, in his sole discretion, to reasonably arise from, relate to, support, or are or may be incurred in connection with . . . the Town’s planning, readiness, and capacity to support Licensed Events, whether or not attributable to a specific event.”
- b. A substantially similar provision authorizing charges to be levied by the Fire Chief, without consultation with Plaintiffs or any other process to determine whether those charges reflect services that are necessary or appropriate.

c. A substantially similar provision authorizing charges to be levied by the Director of the regional 911 service, without consultation with Plaintiffs or any other process to determine whether those charges reflect services that are necessary or appropriate.

61. Along with the revised form of license, Foxborough presented Plaintiffs with a spreadsheet titled “invoice,” which is attached as **Exhibit B**. The first page of the invoice follows:

Summary of Non-Event Specific Costs	
Date: April 18, 2026 - DRAFT	
To	For
Kraft Sports & Entertainment 1 Patriot Place, Foxborough MA 02035	KSE Annual Entertainment License 2026
Note: the foregoing is just an estimate of Security Costs that are not specific to any licensed event. Such costs are subject to change and supplementation. For the Entertainment License, such costs shall be billed monthly, on a pro-rated basis, during the term of the license.	
Item Description	Amount
Foxborough Police: Personnel	\$590,679.00
Foxborough Police: Equipment	\$23,079.00
Foxborough Police: Reserve Salaries	\$7,805.00
Foxborough Police: Reserve Training	\$11,879.00
Foxborough Fire: Personnel	\$160,098.00
Foxborough Fire: Ready Op Software	\$8,400.00
SEMRECC: Interop Coordinator	\$33,000.00
SEMRECC: Operations Chief	\$25,000.00
SEMRECC: Infrastructure Costs	\$93,700.00
Estimated Annual Cost	\$ 953,640.00

62. The “invoice” was supported by a spreadsheet showing how the Town had calculated \$953,640 in anticipated charges. Among other things, the charges included 15% of the Fire Chief’s salary and benefits (the share allocated to Plaintiffs being \$52,000 per year), 40% of the Deputy Police Chief’s salary and benefits (the share allocated to Plaintiffs being \$118,000 per year), a drone and 75% of the salary and benefits of an employee designated for drone mitigation, which could be state-administered (the share allocated to Plaintiff being \$125,000 per year), and

100% of the salary and benefits of a Police Lieutenant to run the department’s “special operations division” (\$226,000 per year).

63. The newly proposed license also contained several other provisions designed to provide a financial benefit to Foxborough. For instance:

- a. Indemnifying Foxborough against claims arising from activities at the Stadium—which Plaintiffs had historically agreed to do, as a gesture of good partnership to the Town.
- b. Paying 90% of the cost of one of Foxborough’s municipal liability insurance policies. (Plaintiffs in the spirit of partnership had historically paid 85% of the policy’s cost in 2025 and 25% in 2023 and 2024.)
- c. Committing to hire and to pay however many special duty Foxborough fire personnel and Foxborough police officers the Town specifies, regardless of whether Plaintiffs could otherwise, in whole or in part, adequately protect public safety with private security, fire, and medical personnel.
- d. Making capital expenditures on behalf of the local 911 service, including to cover the cost of its employees’ uniforms.
- e. Paying the Town’s Board of Health in exchange for the privilege of being inspected.
- f. Complying with other financial contracts that are unrelated to public safety,
- g. Paying whatever charges the Town invoices before the due date, even if Plaintiffs reasonably dispute the legality of the charges

64. On April 14, 2026, the Select Board held a public hearing on the entertainment license. Plaintiffs objected to the consideration of license renewal at the April 14 meeting on the

grounds that the new conditions were substantial and difficult to process in the week's time the Town had provided between circulation of the proposed renewal and the public hearing.

65. The Select Board agreed to continue the hearing only three days, to April 17, 2026.

66. On April 17, 2026, the Select Board held another hearing and, overruling Plaintiffs' procedural and substantive objections, issued the entertainment license in exactly the form it had proposed approximately ten days earlier.

67. The Select Board did not comply with the bare minimum requirements of due process. It did not make any sort of "quasi-judicial" record in support of the new conditions on the entertainment license renewal. No witnesses were called to testify. No documentary evidence was received.

68. As issued, the license renewal imposes conditions that exceed the Town's authority under G.L. c. 140, § 183A, that are arbitrary and capricious, that constitute an illegal tax, and that unreasonably impinge on Plaintiffs' due process rights in a renewal of their entertainment license.

COUNT I – DECLARATORY JUDGMENT

69. Plaintiffs hereby reallege and incorporate by reference herein each allegation contained in the paragraphs set forth above.

70. The conditions Foxborough has placed upon the renewal of Gillette Stadium's entertainment license exceed the Town's statutory authority because the proposed charge of nearly \$1 million constitutes a fee in excess of the \$100 statutory maximum allowed under Section 183A.

71. The conditions Foxborough has placed upon the renewal of Gillette Stadium's entertainment license also exceed the Town's statutory authority because they serve to provide revenue to Foxborough rather than to require Plaintiffs to "protect employees, patrons, and

members of the public inside or outside the premises from disruptive conduct, from criminal activity, or from health, safety or fire hazards.”

72. The conditions Foxborough has placed upon the renewal of Gillette Stadium’s entertainment license also exceed the Town’s statutory authority because they unreasonably limit Plaintiffs from adopting any reasonably needed measures sufficient to “protect employees, patrons, and members of the public inside or outside the premises from disruptive conduct, from criminal activity, or from health, safety or fire hazards” through contracts or arrangements with qualified providers other than the Town of Foxborough.

73. The conditions Foxborough has placed upon the renewal of Gillette Stadium’s entertainment license also exceed the Town’s statutory authority because they constitute an illegal tax.

74. Foxborough also appears to be asserting authority to charge Plaintiffs for licenses under G.L. c. 140, § 181, and G.L. c. 136, § 4, even though those provisions do not authorize the Town to regulate Gillette Stadium.

75. Plaintiffs are therefore entitled to a declaratory judgment stating that the conditions in the license renewal are void to the extent they constitute a promise or obligation to pay financial consideration to Foxborough, other than for services rendered pursuant to freely negotiated contracts, in excess of the \$100 statutory maximum charge to renew an entertainment license.

76. To be clear, Plaintiffs do not seek to renegotiate their extensive and longstanding contracts with Foxborough. Quite to the contrary, Plaintiffs seek to prevent Foxborough from using its narrow statutory licensing power unilaterally to destroy a fair, freely negotiated and previously cooperative relationship that has benefited Plaintiffs, the Town, and the broader public for decades.

ALTERNATIVE COUNT I – CERTIORARI

77. Plaintiffs hereby reallege and incorporate by reference herein each allegation contained in the paragraphs set forth above.

78. Contrary to the requirements of *Konstantopoulos v. Town of Whately*, 384 Mass. 123, 132 (1981), Foxborough conditioned its renewal of Plaintiffs’ entertainment license on novel financial extractions inconsistent with due process standards. Indeed, the preamble of “findings” underlying Foxborough’s newly imposed conditions are archetypical of considerations that cannot be the basis for quasi-judicial decision-making.

79. To call the procedures Foxborough’s Board of Selectmen followed in considering and adopting the new conditions on the Gillette Stadium due process would strain credulity. Rather than provide a “quasi-judicial” hearing, the Select Board received no evidence, either documentary or testimonial. Most of the hearing consisted of a monologue by the Chair of the Select Board.

80. The decision of Foxborough’s Board of Selectmen in imposing novel conditions on the renewal of Gillette Stadium’s entertainment license was arbitrary and capricious and an abuse of discretion, both in procedure and in substantive result.

81. For these reasons, in addition to the reasons stated above, to the extent declaratory judgment is unavailable to reform the Gillette Stadium entertainment license renewal, this Court should provide relief in the nature of certiorari reversing the Town’s determination that it can condition Gillette Stadium’s entertainment license renewal on a promise or obligation to pay financial consideration to Foxborough, other than for services rendered pursuant to freely negotiated contracts, in excess of the \$100 statutory maximum charge to renew an entertainment license or, at a minimum, vacating the Town’s decision.

82. In summary, the Foxborough Select Board grossly misapplied Section 183A to what should have been a straightforward entertainment license renewal, in an attempt to extract payments the Town cannot legitimately seek under any contract or law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court issue the following relief:

- A. Issue a declaratory judgment stating that the conditions in the license renewal are void to the extent they constitute a promise or obligation to pay financial consideration to Foxborough, other than for services rendered pursuant to freely negotiated contracts, in excess of the \$100 statutory maximum charge to renew an entertainment license,
- B. Or, in the alternative, issue a judgment in the nature of certiorari reversing the Town's determination that it can condition Gillette Stadium's entertainment license renewal on a promise or obligation to pay financial consideration to Foxborough, other than for services rendered pursuant to freely negotiated contracts, in excess of the \$100 statutory maximum charge to renew an entertainment license; and

C. Grant any and all further and other relief that the Court may deem just and appropriate at law or in equity.

Dated: June 15, 2026

KRAFT SPORTS AND ENTERTAINMENT LLC,
NEW ENGLAND PATRIOTS LLC, KRAFT
SOCCER LLC, and NPS LLC,

By their Attorneys,

/s/ Charles L. Solomont _____

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EXHIBIT A

GILLETTE STADIUM ENTERTAINMENT AND SPORTING EVENTS LICENSE

In accordance with Massachusetts General Laws Chapter 140, Section 183A, Chapter 136, Section 4, Chapter 140, §181, and Chapter 229, Section 6 of the Code of the Town of Foxborough (the "Governing Law") the Select Board of the Town of Foxborough (the "Board") licenses Kraft Sports and Entertainment LLC and its affiliates (collectively "KSE") to conduct live entertainment and sporting events at the premises controlled by KSE inside Gillette Stadium, (the "Stadium"), including activity in the parking areas and plazas surrounding the Stadium that is incidental to events being held inside it, subject to the following terms:

I—FINDINGS

1. The Board finds that the scope and nature of the various sporting and concert events as described in this License present substantial challenges and concerns with respect to the public's health and safety. The scale and nature of the events presents multiple concerns, ranging from general management of large sporting and concert events to challenges and threats relating to the specific events licensed hereunder.
2. The Board finds that the Town's Police and Fire Department have substantial and unique responsibility and authority to ensure the public's health and safety for all events held within the Town, including, as is relevant here, the events licensed hereunder.
3. The Board finds that the Town's Police and Fire Departments have substantial training and experience in managing public safety and security for the events licensed hereunder and have, working with State, regional and local officials, developed and implement required measures and protocols that are necessary in order to ensure the public's health and safety and to prevent general nuisance. The Town's Police and Fire Departments, along with the other officials working with them, as described herein, have the necessary qualifications to assess and provide for security services, having designed and implemented security services for hundreds of sporting events and concerts at the Stadium.
4. The Board finds that the Town's Police and Fire Departments have developed a comprehensive set of manpower and capital needs to ensure the public's health and safety. The Board finds that such services, as delineated hereunder are reasonable, appropriate and necessary in all respects and reflects a sincere effort to provide economy wherever possible.
5. The Board finds that the public safety services to be provided for the events covered hereunder go beyond normally required public safety services provided within the Town and constitute the type of special services that are necessary to protect patrons of Stadium events, the Stadium itself, and the adjacent property used in connection with the events licensed hereunder.
6. The Board finds that the Town's interests are magnified by the fact that the Town owns the underlying property. As acknowledged within the lease to the owner of the stadium, said owner or their subtenant shall be responsible for the reasonable cost of special duty fire and police forces needed to protect and control patrons for stadium events, including activities at both the stadium and the adjacent property used by the owner in connection

with stadium events, as aforesaid.

7. The Board finds that the Town is not, nor should it be, required to pay for such services and capital needs. The Board further finds that the residents of Foxborough should not be required to bear the expense for providing the special duty public safety services for the private events licensed hereunder.
8. The Board finds that the cost for the services described herein is, in all respects, reasonable given the size and scope of the events. The Board finds that, but for the compliance with the terms and conditions included herein, the events would pose a danger to the public's health and safety, precluding the issuance of a license

TERMS AND CONDITIONS

Based upon the foregoing findings and other information as may be reflected in the administrative record, the Board's license is granted subject to the following terms and conditions:

1. This entertainment and sporting events license (the "License") shall be effective as of April 24, 2025, 2026 and shall expire one year from the date of issuance of the license, unless sooner suspended or revoked pursuant to the Governing Law or the provisions hereof (such period, the "Term").
2. KSE is authorized to conduct the events identified on **Exhibit A** to this License, as it may be supplemented or amended in accordance with the terms of the License. In addition to KSE, the following KSE ~~affiliates~~ affiliates are licensed to conduct the following events identified on Exhibit A:
 - (i) New England Patriots LLC is licensed to conduct football games.
 - (ii) Kraft Soccer LLC is licensed to conduct soccer games.
 - (iii) NPS LLC is licensed to conduct entertainment events.
3. As a condition to the effectiveness of this License, KSE shall execute ~~the a separate~~ Indemnification Agreement in the form attached hereto as **Exhibit B** and maintain such agreement in ~~full~~ full force and effect throughout the Term. The terms of said Indemnification Agreement(s) are incorporated herein by reference and shall survive the termination of this License.
4. Reference is made to insurance policy #CLA7502667-16 and #CUA7502668-16, issued to KSE on 3/1/~~2025~~ 2024. The Town of Foxborough has reviewed this policy and finds it acceptable. KSE shall carry this policy or a replacement policy providing substantially similar or better coverages, at its expense, at all times during which the License is active. The Town shall be named as an additional insured and a copy of a certificate of insurance shall be provided accordingly. Reference is also made to insurance policy 9906-87-78, issued to the Town of Foxborough in June ~~2025~~ 2024. Such policy issued to the Town includes insurance uniquely attributable to the events licensed hereunder. For the ~~portion~~ portions of the fiscal year attributable to this license, KSE shall pay eight-five (85%) percent of the premium for the portions of such policy attributable to fire and police

department details, as aforesaid, said percentage being the approximate to share of such details that are attributable to stadium events.

5. Schedule of events:

- (i) A preliminary schedule of events for the Term_s and a data sheet for each event planned_s has been submitted with the application for this License and has been reviewed by the Board and by the Foxborough Town Manager, Stadium Advisory Committee, Police Chief, Fire Chief, Building Commissioner and Health Director. The reviewed list is ~~attached hereto as~~ included on **Exhibit A** hereto.
- (ii) Changes to the events included on the schedule of events and/or the data sheets must be submitted in writing to and received by the Board as soon as possible, and in no event later than 30 calendar days prior to the date of the event or events to which they relate. In the event that any such change is deemed by the Board to constitute a material change to the terms of this License that could negatively impact public health, safety, or order, or are contrary to the other criteria specified for grant of the within license under the Governing Law, notwithstanding the conditions of this License, said change shall be scheduled for a license amendment hearing before the Board. If the Board does not notify KSE in writing within 15 days of ~~KSE's~~ KSE's submission that the changes are deemed to be material and have potential to negatively impact public interests, as described above, notwithstanding the conditions of this License, said changes shall be incorporated into the License and the License shall be deemed amended to incorporate them by virtue of the ~~Board's~~ Board's approval of this provision.
- (iii) Additions of new events to the schedule of events must be submitted in writing to the Board as soon as possible, and in no event later than 45 calendar days prior to the date of additional event or events. ~~The Board~~ The Board may establish a cap on the total number of events and, otherwise, may raise objections to the additions to the schedule of events on the ground that the additions could negatively impact public health, safety, or order, or are contrary to the other criteria specified for grant of the within license under the Governing Law, notwithstanding the conditions of this License, by providing written notice of such objection to KSE within 15 days of ~~KSE's~~ KSE's submission; or may impose additional conditions on such additional events. If the Board does not raise an objection within 15 days of ~~KSE's~~ KSE's submission and the new events comply with the parameters set forth ~~in Section 6 below~~ herein, the additions to the schedule of events shall be deemed incorporated into the License and the License shall be deemed amended to incorporate them by virtue of the ~~Board's~~ Board's approval of this provision. If the Board does raise an objection on the ground that the additions could negatively impact public health, safety, or order, notwithstanding the conditions of this License, and notify KSE of said objection, a hearing shall be scheduled before the Board and the additional event(s) shall be held only if approved by the Board after said hearing.
- (iv) In the event scheduling changes and or event additions are necessary due to a force majeure event (meaning an event beyond the Applicant's control, such as but not

limited to fire, explosion, flood, hurricane or other extreme weather event, war, act of terrorism, theft, malicious damage, epidemic, pandemic, or government regulation, requirement, or restraint) the Town will reasonably cooperate with KSE to accommodate such changes to the maximum extent feasible.

6. Events may take place under this License within the following parameters, subject to the Public Safety, Health and Order requirements imposed under Section 7, herein.

	Sporting Events (Category SE)	Live Entertainment (other than sporting events) (Category LE)
Event Start Time	No earlier than 8 a.m.	No earlier than 11 a.m.
Event End Time	No later than 11:40 p.m. (excepting overtime and delays beyond KSE's control)	No later than 11:30 p.m. on Friday and Saturday evenings and evenings prior to federal or state holidays; 11:15 p.m. on other evenings; with respect to concerts, no new song shall extend more than 5 minutes after these times.
Permitted Time for Opening Gates	2 hours prior to event start time.	2 hours prior to event start time.
Stadium Bowl Vacated By	2 hours after event end.	1 hour after event end.
Parking Lot Opening Time	4 hours prior to event start time, but in no event earlier than 7 a.m.	4 hours prior to event start time.
Parking Lot Vacated By	2 hours after event end (traffic permitting), unless otherwise allowed in the Traffic Management Plan or directed by the Police or Fire Chief in accordance with Section 7 of this License	2 hours after event end (traffic permitting), unless otherwise allowed in the Traffic Management Plan or directed by the Police or Fire Chief in accordance with Section 7 of this License

Event End Time is a material condition of this License which shall be strictly monitored by the Board and adhered to by ~~KSE~~the Applicant and ~~its~~their affiliates. Only in the event of exigent weather-related circumstances where the public safety shall so require, and/or in the sole discretion of the Fire Chief or his designee, may an Event End Time be so extended. Any such Event End Time extension shall not exceed ninety (90) minutes and the Chief/ his designee shall provide written notification of any such extension to ~~KSE~~the Applicant forthwith upon approval thereof.

If KSE or its affiliates desire to hold an event outside of these parameters, then KSE shall seek and obtain, in advance of any such event, an amendment to this License allowing it to do so. The Board may, in its discretion, hold a public hearing on the amendment application. Consistent with the provisions of the Governing Law and this License, the Board may reject such request if the Board finds that the proposed event will harm public safety, health, or order, or is otherwise contrary to the criteria specified for grant of a license under the Governing Law.

Any violation of the parameters specified in the event table set forth above, as the same may be otherwise extended/modified pursuant to the terms of this License, including but not limited to Event End Times, shall be subject to the lawfully adopted penalty/fine schedules or other enforcement measures adopted by the Board. The current penalty/fine schedule adopted by the Board is attached hereto as **Exhibit C**.

7. Public Safety, Health, and Order:

I. Policing. ~~KSE shall satisfy the public safety, crowd management and security requirements deemed necessary and appropriate by the Foxborough Police Chief for each licensed event, which requirements are reflected in the template currently in use by the Police Chief and are subject to modification for each event. All costs related to police details, along with costs for equipment and other expenses related to such details shall be paid by KSE. Pursuant to Town Bylaws, such payments shall be made within thirty (30) days following issuance of an invoice therefore. Failure to make timely payments shall, pursuant to Town Bylaws, result in the accrual of interest at the rate prescribed by M.G.L. c. 59, §57 and/or be grounds for revocation of this License. KSE shall provide, in writing, to the Police Chief ticket sales, attendance estimates, and any other information that the Police Chief may reasonably request no later than ten (10) days before each event. The Police Chief shall determine all public safety, crowd management and security requirements no later than four (4) days before each event and notify KSE of the same in writing. The Police Chief may alter the staffing or support requirements at any time prior to or during an event based on any unforeseen public safety need or threat or change in event conditions as determined by the Chief in consultation with KSE, TeamOPs and the Chiefs law enforcement partners. The Chief may determine on an event by event basis whether event tickets are required to enter parking lots.~~

A. Chief Authority. KSE shall satisfy and fund all public safety, crowd management, traffic, and security requirements deemed reasonably necessary and appropriate by the Foxborough Police Chief (the "Chief") in his sole reasonable discretion for each licensed event (each, a "Licensed Event"). Such requirements may be reflected in

the Police Department template in effect from time to time and may be modified by the Chief on an event-by-event basis and shall include both general public safety requirements as well as public safety requirements for the specific events licensed hereunder. KSE shall provide, in writing, ticket sales, attendance estimates, and any other information reasonably requested by the Chief no later than ten (10) days prior to each Licensed Event. The Chief shall determine, in his sole reasonable discretion, required staffing and support, or changes to the required staffing and support, no later than four (4) days prior to each Licensed Event and shall notify KSE in writing, as may be feasible. The Chief may increase, decrease, or otherwise modify staffing or support requirements at any time prior to or during a Licensed Event based on public safety needs, threats, or changed conditions, in consultation with KSE, TeamOps, and law enforcement partners.

B. Defined Security Costs (Paid 100% by KSE). "Security Costs" means any and all costs, charges, expenses, or liabilities of the Town or the Police Department, relating to both operational and capital needs, that are deemed by the Police Chief, in his sole discretion, to reasonably arise from, relate to, support, or are or may be incurred in connection with (i) any Licensed Event, (ii) event operations before, during, or after a Licensed Event (including ingress/egress), (iii) events that are held in between licensed events as may be associated with Licensed Events and/or (iv) the Town's planning, readiness, and capacity to support Licensed Events, whether or not attributable to a specific event. Security Costs include, without limitation:

- i. Personnel/Detail Costs: all compensation and related costs for any sworn or civilian personnel working on, assigned to, scheduled for, backfilling for, supervising, administering, planning, or otherwise supporting Licensed Events, including wages, overtime, differentials, minimum call-outs, benefits and benefit load, payroll taxes, workers' compensation allocations, administrative time, supervisory/command time, and any similar personnel costs. These costs include both details for Licensed Events and any other personnel costs that are determined to support and preserve the public's health and safety for Licensed Events.
- ii. Capital/Equipment/Technology Costs: all capital expenditures and non-capital purchases, leases, maintenance, replacement, and depreciation or amortized allocations for vehicles, communications systems, radios, body-worn cameras, computer/dispatch or security software, barriers, signage, traffic control devices, protective equipment, uniforms, and any other equipment or supplies reasonably determined by the Police Chief, in his sole discretion, to be required for Licensed Events or readiness for Licensed Events.
- iii. Planning/Training/Operational Support: all general and event-specific planning, tabletop exercises, training, policy/procedure development,

interagency coordination, mutual-aid coordination, operational readiness measures, and other planning or support costs reasonably determined by the Police Chief, in his sole discretion, to be required for Licensed Events or readiness for Licensed Events.

- iv. Third-Party/Public Partner Charges: any charges billed to the Town for law enforcement or public safety support requested by or required for Licensed Events, including partner-agency reimbursements, specialized units, consultants, or vendor services supporting Licensed Events.

All of such Security Costs shall be paid by KSE. Pursuant to Town Bylaws, such payments shall be made within thirty (30) days following issuance of an invoice therefore. Invoices for Security Costs that are specific to Licensed Events shall be provided contemporaneously with or following said License Events. For components of Security Costs for personnel services and other expense items that are not specific to any specific Licenses Event, the Town shall provide pro-rated invoices on a monthly basis, beginning May 1, 2026. For capital items that are a necessary component of Security costs, the Town may submit invoices on a periodic basis when such items are deemed necessary. Failure to make timely payments shall be grounds for revocation of this License. Notwithstanding the foregoing, while invoices generally will be issued contemporaneous with or following a licensed event, invoices may also be issued at the Chief's discretion prior to a Licensed event, due to required funding of a component of the Security Costs. For avoidance of doubt, KSE shall be responsible for any and all reasonable Security Costs over and above those as may have been initially presented by the Police or Fire Chief due to changed circumstances, changes of events or other unforeseen circumstances related to the exercise of this License, as may be determined by the Police or Fire Chief. Security Costs are in addition to, and not in lieu of, any other payments, fees, or obligations under this License, the Stadium Lease, Town Bylaws, or applicable law.

C. Invoicing; Payment; No Setoff. The Applicant shall not withhold, offset, escrow, or condition payment on any dispute, counterclaim, or alleged breach ("no setoff").

D. Disputed Amounts (Pay Undisputed). If KSE in good faith disputes an invoice for additional or amended Security Costs, KSE shall: (i) pay the invoice by the due date and (ii) provide written notice identifying the specific line items disputed and the basis for dispute within fifteen (15) days of invoice issuance. The parties shall meet and confer promptly to address any such disputes provided, however, KSE's obligations to timely pay invoiced amounts and to maintain continuous funding for Licensed Events shall remain in full force.

E. Interest; Enforcement; Condition to Events. Late payments shall accrue interest at the rate prescribed by M.G.L. c. 59, §57 and/or as otherwise provided by Town Bylaws. Nonpayment or repeated late payment constitutes a material breach and may be grounds for modification, suspension, or revocation of this License and/or denial of permission to proceed with one or more Licensed Events until all outstanding Security Costs (including interest) are paid in full; provided further that if the Security Costs are not paid by the dates set forth herein, KSE's rights under this License shall terminate or, at the option of the Town, be suspended, and all municipal services described herein shall cease and the events described hereunder, or any of them, may not be held. KSE's acceptance of this License shall serve as agreement with the consequences of such default. Any termination or suspension of KSE's rights under this License due to nonpayment, repeated late payment shall be subject to the KSE's right to cure provided however, that given the limited time between events licensed hereunder, it may not be feasible to facilitate a cure of such breach.

F. Survival. The payment obligations under this Section (7.I) shall survive expiration, suspension, or revocation of this License.

G. Parking. In all circumstances, for the ticketed Licensed Events described herein, event tickets must be provided by event attendees in order to utilize Stadium parking lots that possess a valid commercial parking license, except as may be specifically and expressly authorized by the Police Chief.

II. Fire Prevention/ EMS.

A. Fire Chief Authority. KSE shall ~~meet~~satisfy and fund all fire prevention, fire protection, and emergency medical services requirements set forth firefighting, EMS and other related services as may be determined by the Foxborough Fire Chief ("Fire Chief"), in his sole reasonable discretion, for each Licensed Event. Such requirements shall be reflected in the Foxborough Fire Detail Template Manual in effect at the time the License is issued, subject to potential modification by the Foxborough Fire Chief for each event as provided below. All costs related to fire details, along with costs for equipment and other expenses related to such details shall be paid by KSE. Pursuant to Town Bylaws, such payments shall be made within thirty (30) days following issuance of an invoice therefore. Failure to make timely payments shall, pursuant to Town Bylaws, result in the accrual of interest at the rate prescribed by M.G.L. c. 59, §57 and/or be grounds for revocation of this License. In the event the Foxboroughdetermined by the Fire Chief. In the event the Fire Chief determines that the requirements set forth in the Foxborough Fire Detail Template Manual do not sufficiently address public safety concerns for a particular event, the Fire Chief shall notify KSE of the additional measures deemed by the Fire Chief to be required for such an event and the reasons for such additional measures no later than four (4) days before the event. The Fire Chief, as may alter the staffing or support requirement

~~at any time prior to or during an event based on any unforeseen public safety need or threat or change in event conditions. — be feasible.~~

B. Defined Fire/EMS Costs (Paid 100% by KSE). “Fire Costs”, which are a component of Security Costs to be paid as set forth herein, means any and all reasonably incurred costs, charges, expenses, or liabilities of the Town or the Fire Department, as determined by the Fire Chief, as described above, relating to personnel, operational and capital needs, that arise from, relate to, support, or are or may be incurred in connection with (i) any Licensed Event, (ii) event operations before, during, or after a Licensed Event (including ingress/egress), (iii) events that are held in between licensed events as may be associated with any Licensed Event and/or (iv) the Town’s planning, readiness, and capacity to support Licensed Events, whether or not attributable to a specific event. Fire Costs include, without limitation:

- i. Personnel/Detail Costs: all compensation and related costs for any sworn or civilian personnel working on, assigned to, scheduled for, backfilling for, supervising, administering, planning, or otherwise supporting Licensed Events, including wages, overtime, differentials, minimum call-outs, benefits and benefit load, payroll taxes, workers’ compensation allocations, administrative time, supervisory/command time, and any similar personnel costs.
- ii. Capital/Equipment/Technology Costs: all capital expenditures and non-capital purchases, leases, maintenance, replacement, and depreciation or amortized allocations for vehicles, communications systems, protective equipment, uniforms, and any other equipment or supplies reasonably determined by the Fire Chief, in his sole discretion to be required for Licensed Events or readiness for Licensed Events.
- iii. Planning/Training/Operational Support: all year-round and event-specific planning, tabletop exercises, training, policy/procedure development, interagency coordination, mutual-aid coordination, operational readiness measures, and other planning or support costs reasonably determined by the Fire Chief, in his sole discretion to be required for Licensed Events or readiness for Licensed Events.
- iv. Third-Party/Public Partner Charges: any charges billed to the Town for fire/EMS support requested by or required for Licensed Events, including partner-agency reimbursements, specialized units, consultants, or vendor services supporting Licensed Events.

KSE shall pay one hundred percent (100%) of all reasonable Fire Costs in the manner as set forth above in Section 7.I, above. All of the rights and remedies set forth in such section shall be applicable to the Fire Costs. Fire/EMS Costs are in addition to, and not in lieu of, any other payments, fees, or obligations under this License, the Stadium Lease, Town Bylaws, or applicable law.

C. Invoicing; Payment; No Setoff. KSE shall not withhold, offset, escrow, or condition payment on any dispute, counterclaim, or alleged breach ("no setoff").

D. Disputed Amounts (Pay Undisputed). If KSE in good faith disputes an invoice for additional or amended Fire/EMS Costs, KSE shall: (i) pay the invoice by the due date and (ii) provide written notice identifying the specific line items disputed and the basis for dispute within fifteen (15) days of invoice issuance. The parties shall meet and confer promptly to address any such disputes provided, however, KSE's obligations to timely pay invoiced amounts and to maintain continuous funding for Licensed Events shall remain in full force.

E. Interest; Enforcement; Condition to Events. Late payments shall accrue interest at the rate prescribed by M.G.L. c. 59, §57 and/or as otherwise provided by Town Bylaws. Nonpayment or repeated late payment constitutes a material breach and may be grounds for modification, suspension, or revocation of this License and/or denial of permission to proceed with one or more Licensed Events until all outstanding Security Costs (including interest) are paid in full; provided further that if the Security Costs are not paid as set forth herein, KSE's rights under this License shall terminate, or at the Town's option be suspended, all municipal services described herein shall cease, and the events described hereunder, or any of them, may not be held. KSE's acceptance of this License shall serve as agreement with the consequences of such default. Any termination or suspension of KSE's rights under this License due to nonpayment or repeated late payment shall be subject to KSE's right to cure, provided however, that given the limited time between events licensed hereunder, it may not be feasible to facilitate a cure of such breach.

F. Survival. The payment obligations under this Section (7.II) shall survive expiration, suspension, or revocation of this License.

III. Southeastern Massachusetts Regional 911 District ("District"). The District provides essential public safety services including unique dispatch, 911, communications, mutual aid and other services in support of the public safety services contemplated for the Licensed Events.

A. Director authority. KSE shall satisfy and fund all public safety, technological, interoperability, and security requirements deemed reasonably necessary and appropriate by the District's Executive Director ("Director") in their sole reasonable discretion for each Licensed Event. Such requirements may be reflected in the 911 District template in effect from time to time and may be modified by the Director on an event-by-event basis and shall include both general public safety

requirements as well as public safety requirements for the specific events licensed hereunder. KSE shall provide, in writing, ticket sales, attendance estimates, and any other information reasonably requested by the Director no later than ten (10) days prior to each Licensed Event. The Director shall determine, in his sole reasonable discretion, required staffing and support four (4) days prior to each Licensed Event and shall notify KSE in writing, as may be feasible. Required venue staffing shall be provided with full-access credentials, adequate workspaces/desks and full vehicle access including parking at the loading dock area or in lot 8. The Director may increase, decrease, or otherwise modify staffing or support requirements at any time prior to or during a Licensed Event based on public safety needs, threats, or changed conditions, in consultation with KSE, TeamOps, and public safety partners.

B. Defined Security Costs (Paid 100% by KSE). "Security Costs" means any and all costs, charges, expenses, or liabilities of the District or the Town, relating to both operational and capital needs, that are deemed by the Director, in his sole discretion, to reasonably arise from, relate to, support, or are or may be incurred in connection with (i) any Licensed Event, (ii) event operations before, during, or after a Licensed Event (including ingress/egress), (iii) events that are held in between licensed events as may be associated with licensed events and/or (iv) the District's and Town's planning, readiness, and capacity to support Licensed Events, whether or not attributable to a specific event. Security Costs include, without limitation:

- i. Personnel Costs: all compensation and related costs for any sworn or civilian personnel working on, assigned to, scheduled for, backfilling for, supervising, administering, planning, or otherwise supporting Licensed Events, including wages, overtime, differentials, minimum call-outs, benefits and benefit load, payroll taxes, workers' compensation allocations, administrative time, supervisory/command time, and any similar personnel costs.
- ii. Capital/Equipment/Technology Costs: all capital expenditures and non-capital purchases, leases, maintenance, replacement, and depreciation or amortized allocations for vehicles, communications systems, radios, cameras, computer/dispatch or security software, barriers, signage, traffic control devices, airspace management, UAS, infrastructure, vehicles, protective equipment, uniforms, and any other equipment or supplies reasonably determined by the Director, in his sole discretion, to be uniquely required for Licensed Events or readiness for Licensed Events.
- iii. Planning/Training/Operational Support: all general and event-specific planning, tabletop exercises, training, policy/procedure development, interagency coordination, mutual-aid coordination, operational readiness measures, and other planning or support costs reasonably

- determined by the Director, in his sole discretion, to be required for Licensed Events or readiness for Licensed Events.
- iv. Telecommunications/Infrastructure Access and Technical Support Costs; all costs associated with access to, use of, and integration with telecommunications and technical infrastructure reasonably necessary to support Licensed Events, including physical access to all server rooms, Intermediate Distribution Frames (IDFs), the Main Operations Center (MOC), radio closets, antenna spaces, rooftop and exterior mounting locations, and any other technical or communications spaces at or associated with the venue; authorization to use existing fiber optic, coaxial, and category cabling infrastructure; authorization to install, mount, connect, and operate antennas, repeaters, and related RF equipment at any interior or exterior location on the venue property; dedicated, secure, weathertight, and environmentally controlled space sufficient to house radio, server, and related communications equipment, maintained at appropriate temperature and humidity levels, with access restricted to authorized District and public safety personnel; stable, clean, conditioned power supply with adequate capacity and appropriate grounding for all such equipment, including backup or redundant power where deemed necessary by the Director; and any technical labor, coordination, or support services required to facilitate such access or use. KSE shall ensure that the District and its authorized personnel and contractors are granted timely, unencumbered access to all such spaces and infrastructure, and shall cause the venue owner or operator to execute any additional authorizations reasonably requested by the Director.
- v. Third-Party/Public Partner Charges: any charges billed to the District or Town for 911, law enforcement or public safety support requested by or required for Licensed Events, including partner-agency reimbursements, specialized units, consultants, or vendor services supporting Licensed Events.

As a component of Security Costs, the provisions of Section 7.1 shall apply to the Town's invoicing, and KSE's payment, of the foregoing costs as established by the Director.

~~III-IV~~. Traffic Management. KSE shall comply with all applicable requirements of the operable and active Traffic Management Plan (TMP) for events at the Stadium which is approved by the Board and the Massachusetts Department of Transportation, for the events described herein, including, but not limited to, the monitoring and regulation of access to North Street from Gillette Stadium and parking areas ancillary thereto. An approved TMP shall be in place for any and all events licensed hereunder and shall be provided no later than _____, 2026. All related detail costs are a component of Security Costs and shall be paid by KSE, in the manner set forth above for payment of

said Security Costs. The Police Chief or the Fire Chief may alter the requirements provided by the TMP to be applied to any particular event at any time prior to or during an event based on any unforeseen public safety need or threat or change in event conditions.

V. MBTA. KSE shall comply with any and all requirements imposed by the MBTA with respect to train or bus service to the events licensed hereunder.

IV.VI. Parking. Adequate parking shall be provided for all attendees and employees. Accessible parking spaces and signs shall be provided in the locations determined by the Building Commissioner. Directional signage shall be posted in consultation with public safety officials along applicable vehicular routes to direct attendees to the location of the accessible parking spaces. In all circumstances, for the ticketed Licensed Events described herein, event tickets must be provided by event attendees in order to utilize Stadium parking lots that possess a valid commercial parking license, except as may be specifically and expressly authorized by the Police Chief

V.VII. Noise Levels. KSE shall institute procedures and take actions necessary and reasonable to manage the sound levels during the licensed events so as to be in compliance with the Executive Office of Energy and Environmental Affairs (EEA), Air Pollution Control Regulations and such further state Regulations or local Bylaws or Regulations relative thereto as may be applicable to the various licensed events at Gillette Stadium. The sound levels at various monitoring stations located at the boundaries of the Stadium property or at such other locations as may be determined by the Building Commissioner shall be monitored by KSE and/or the Building Commissioner during each event. If during any scheduled event the average sound level monitored over a ten-minute period at any monitoring station exceeds the EEA standards by more than 10 decibels (10 dB(A)) above ambient, KSE shall cause the volume to be reduced. Crowd noise at sporting events is excluded from this requirement. Upon request, KSE shall provide sound and monitoring data to the Town Manager, Building Commissioner, and/or Board of Health. Violations of any Air Pollution Control or Noise Bylaws or Regulations shall subject KSE to such fines and penalties as may then be applicable pursuant to said Regulations.

VI.VIII. (vi) Public Restrooms. KSE shall coordinate with ~~the~~the Board of Health, or a duly authorized agent thereof, regarding the number and the placement of Port-a-johns in the parking lot areas and adjacent to the field by the Hall of Fame concourse and other designated areas. All units will be monitored and maintained during the licensed events. Pumper trucks shall be stationed near the RV/BUS area or at other designated locations.

VII.IX. Debris. KSE shall provide a contractor to clean affected Town streets of debris generated by or from the use of any property owned or controlled by KSE or ~~its~~their affiliates within seventy-two (72) hours following each event.

VIII.X. Counterfeiting of Tickets. KSE shall take reasonable measures to thwart ~~counterfeiting of~~the sale or use of counterfeit tickets.

IX.XI. Integrated Operational Planning, Education and Training. KSE agrees to provide support, access to resources and reasonable property access to further integrate and implement ~~planning and collaborative stadium security and Town of Foxborough public safety agencies. This support will include funding the reasonable cost of sending one member of the Town's Fire Prevention Division and one member of the Town's Police Department to the NFL security conference each year, including the conference fee, transportation, lodging, and meals. KSE also will contribute up to \$500 per attendee in total reimbursement for one member of the Fire Prevention Division and one member of the Town's Police Department to attend one non-NFL large venue security conference per year.~~operational planning and collaboration between stadium security and Town of Foxborough public safety agencies.

X.XII. Board of Health. In addition to any other required cooperation with the Board of Health described herein, KSE shall grant access to the Board of Health, upon reasonable notice to inspect ~~KSE~~the Applicant facilities in accordance with any inspectional authority arising under State or local law or regulations. Such inspections are in addition to any emergency inspections as may be otherwise authorized by law. The fees for any such services administered on behalf of the Board of Health shall be a component of Security Costs and shall be paid accordingly as described herein. Such invoices may require pre-payments for services.

XI.XIII. Public Works Department. For any event with anticipated attendance over 30,000, the DPW Director shall assign two Water Department operators to work a stadium detail. The operators assigned to cover the tank during an event shall report for duty one hour before the event and remain on site until one hour after the event. The operators will coordinate with ~~KSE's~~KSE's designated official with Stadium & Site Operations. A minimum shift of four (4) hours will be paid at a stadium detail rate of ~~\$60 per hour, but not less than 1.5 times the employee's~~employee's regular rate, with payments of such details to be paid ~~within thirty days as set forth above.~~as a component of the invoices for Security Costs. Cancellation by KSE of an event will require at least four (4) hours' notice to the Foxborough Water Department. The Water Department shall provide a staffing schedule to KSE for all events. The operators on duty will remain at the tank site unless requested by the KSE's Ops Team to investigate water problems elsewhere at the stadium. Any emergency repair work may require, at the Water Department's discretion, additional staff be called in. The vehicle and operators will have sufficient emergency tools such as cones, barricades, gate keys and PPE. The fees for any such services administered on behalf of the Public Works Department shall be deemed a component of Security Costs and shall be paid in accordance with the requirements set forth herein. Such invoices may require pre-payments for services.

8. Compliance with the terms of the underlying lease. KSE, as an affiliate of the Stadium owner, shall comply, or ensure compliance, with any and all applicable terms of the Stadium owner's lease with the Town, including, without limitation, requirements with respect to payment of a share of ticket revenue to the Town. Acceptance of this License shall serve as a representation and agreement that is bound by the terms of said lease.

Acceptance of this License shall also serve as a commitment by KSE that is responsible for all Security Costs as required by the Lease. KSE's acceptance of this license shall also constitute a representation that it has the requisite authority to manage events at the Stadium, either as an affiliate of the Stadium owner or a subtenant thereof.

9. Integrated Operational Planning, Education and Training. KSE agrees to provide support, access to resources and reasonable property access to further integrate and implement operational planning and collaboration between stadium security, Town of Foxborough public safety agencies and the District. This support may include funding the reasonable cost of sending one member of the Town's Fire Prevention Division and one member of the Town's Police Department to the NFL security conference each year, including the conference fee, transportation, lodging, and meals. KSE also will contribute up to \$500 per attendee in total reimbursement for one member of the Fire Prevention Division and one member of the Town's Police Department to attend one non-NFL large venue security conference per year.

10. Single Contact. KSE shall provide a single point of contact to the Town. While KSE shall be required to make all necessary staff available to the Town, any required communication or notice to KSE shall be deemed sufficient if delivered to said single point of contact.

~~8.11.~~ Complaints. KSE shall establish and maintain a telephone hotline or other suitable reporting as determined by the Town, allowing people to report their complaints concerning licensed events. KSE shall regularly monitor any complaints received during events, and shall take such actions as are necessary and reasonable to promptly resolve the complaints. These actions shall include directing complaints to the established Foxborough Stadium Advisory Committee member on duty and working with him or her to resolve the matter. KSE shall keep a log of all complaints received during or after each event and all attempts at resolution. KSE shall provide such event logs to the Stadium Advisory Committee for its review on a weekly basis during the Term. The Stadium Advisory Committee shall provide compiled event logs to the Town Manager semi-annually or upon request.

~~9.12.~~ KSE or the production company associated with an event KSE shall apply for any and all Health Department permits, building permits/use of premise permits, or any other necessary permits at least thirty (30) days prior to each event. Licensed Event. Permits for temporary structures shall be applied for at least fifteen (15) days prior to each event.

~~10.13.~~ 10. With the exception of the Security Costs and other payment obligations expressly referenced herein, KSE or its affiliates shall pay all applicable licensing fees associated with the events authorized by this License at the time of application herefor/therefor.

~~11.14.~~ The Board may modify, suspend or revoke ~~the~~this License if it finds that ~~the~~ License, taken alone or in combination with other KSE has breached a term or condition hereof or if it is determined that ~~uses licensed activities on the premises, has hereunder,~~ either singularly or in the aggregate, have been reasonably determined to have adversely affected the public health, safety, or order or ~~for~~if any other legally permissible cause

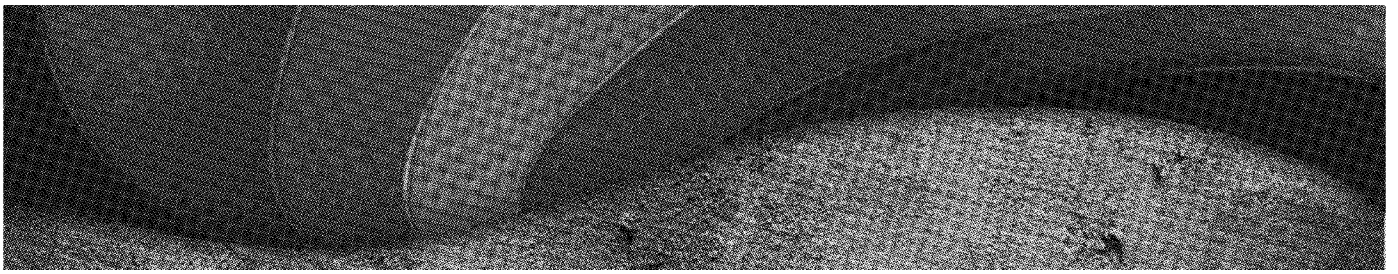
~~applicable to an event for such modification, suspension or revocation exists. Any such modification, suspension, or revocation may be made only after providing an opportunity for a hearing preceded by written notice to the licensee(s) ten (10) days prior to the hearing date. In no event shall the License be modified, suspended or revoked to disallow any future event where there has not been a showing that the future scheduled event will adversely affect the public health, safety or order or for other legally permissible cause applicable to the event. Notwithstanding the foregoing if an emergency situation exists that warrants modification, suspension or revocation, the Town may seek immediate relief in a manner as may be permitted by law.~~

~~12.15.~~ With respect to any event licensed hereunder, ~~the Licensee(s) and the Town~~KSE shall comply with all applicable federal and state law; all Bylaws and Regulations of the Town of Foxborough; and all terms and conditions of the Stadium Lease executed by and between the Town and NPS LLC, dated June 1, 2000, as amended. This License does not create an obligation for KSE or anyone else to obtain a license for any small activity, event, or athletic contest for which no admission is charged where a license would not otherwise be required.

16. Acceptance of License: By acceptance of this License, the Applicant agrees to comply with the terms hereof.

17. Notice. Except as otherwise provided, all notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses, or such other address as to which a party shall have notified the other party in accordance with this provision, via hand delivery or United States Mail, postage prepaid:

EXHIBIT B



Summary of Non-Event Specific Costs

Date: April 16, 2026 - **DRAFT**

To

Kraft Sports & Entertainment
1 Patriot Place, Foxborough MA 02035

For

KSE Annual Entertainment
License 2026

Note: the foregoing is just an estimate of Security Costs that are not specific to any licensed event. Such costs are subject to change and supplementation. Per the Entertainment License, such costs shall be billed monthly, on a pro-rated basis, during the term of the license.

Item Description	Amount
Foxborough Police: Personnel	\$590,679.00
Foxborough Police: Equipment	\$23,079.00
Foxborough Police: Reserve Salaries	\$7,805.00
Foxborough Police: Reserve Training	\$11,879.00
Foxborough Fire: Personnel	\$160,098.00
Foxborough Fire: Ready Op Software	\$8,400.00
SEMRECC: Interop Coordinator	\$33,000.00
SEMRECC: Operations Chief	\$25,000.00
SEMRECC: Infrastructure Costs	\$93,700.00

Estimated Annual Cost \$ 953,640.00

Town of Foxborough
 Police Department
 Estimated Annual Stadium Driven Costs
 April 14, 2026

Foxborough Police Department

Estimated Personnel Costs

Description	Annual Hours	% of FTE	FY27 \$ / Hr	Est. \$ Cost	Total Benefit	Benefit Allocation	TKG Cost	Notes
Detective Follow-Up Investigation Hours	735	35.34%	\$ 50.70	\$ 37,263.21	\$ 37,064.07	\$ 13,097.16	\$ 50,360.37	Follow-up investigations for incidents at stadium during events, not charging time for day of event. No charge for calls of service.
Admin Lieutenant Supervisory Time	208	10.00%	\$ 75.72	\$ 15,749.74	\$ 64,257.34	\$ 6,425.73	\$ 22,175.48	Supervises all investigations event related. SW oversight. DA point of contact. Specific to event day follow up investigations.
C-UAS/c-UAS Program Manager	1,560	75.00%	\$ 47.75	\$ 74,484.33	\$ 61,385.15	\$ 46,038.86	\$ 120,523.19	Drone mitigation. Required for security posture for events moving forward. Includes set up and removal. Only 3 in state, work together.
Special Operations Lieutenant	2,080	100.00%	\$ 77.25	#####	\$ 65,292.98	\$ 65,292.98	\$ 225,965.44	Scheduling, staffing, METRO POC, MSP Liaison, primary Commander assigned to Gillette.
Deputy Chief	832	40.00%	\$ 96.69	\$ 80,447.68	\$ 94,743.78	\$ 37,897.51	\$ 118,345.19	40% of his time is Gillette. NFL Peer group, liaison GSOC, FBI & Fusion center POC, budget estimates, year in review, Planning and logistics.
Operations Lieutenant Use-of-Force Oversight	76	3.65%	\$ 85.33	\$ 6,484.82	\$ 86,918.84	\$ 3,175.88	\$ 9,660.70	Oversees all use of force investigations occurring at events
Meetings- All agency NFL + MLS + Concerts	220	10.58%	\$ 96.69	\$ 21,272.22	\$ 94,743.78	\$ 10,020.98	\$ 31,293.20	All agency meetings for NFL and concerts, Table Top exercise NFL & MLS, Large Venue Task Force, Stadium Advisory.
Court Processing Hours	172	8.27%	\$ 53.21	\$ 9,151.90	\$ 38,729.44	\$ 3,202.63	\$ 12,354.52	Court Subpoenas to outside departments, case tracking, victim notification, disposition of cases, BWC redaction, court sharing, and evidence.
	5,883			#####		\$ 185,151.73		

Subtotal Personnel Costs **\$ 590,679.00**

Estimated Equipment Costs

Description	Annual Cost	Allocation	TKG Cost	Notes
DTS Scheduling	\$ 4,440.00	100%	\$ 4,440.00	Scheduling software used by outside departments FPD pays only for Gillette.
Drone	\$ 4,000.00	100%	\$ 4,000.00	Pro-rated for one drone (Town has two). Wouldn't need second drone without Gillette.
CJS Mapping	\$ 9,997.00	100%	\$ 9,997.00	3D mapping of property. Platform for operations plans, staff assignments, timelines. Allows for sign in/sign out. Must be refreshed for each event. Gillette use only.
Initial Reserve Equipment / Medical Cost	\$ 4,642.00	100%	\$ 4,642.00	Only charging for two per year. Without Gillette would only have five reserve officers. Gillette = 25 reserve officers.

Subtotal Equipment Costs **\$ 23,079.00**

Estimated New Hire Salaries Cost **\$ 7,805.00**

Estimated Reserve Training Cost **\$ 11,879.00**

Estimated Police Dept. Annual Stadium Driven Costs **\$ 633,442.00**

Assumptions & Notes:

All costs are based on FY2027 estimates and subject to change.

Invoice line item total.

**Town of Foxborough
 Police Department
 Estimated Benefits Costs
 April 14, 2026**

<u>Description</u>	<u>FY27 Annual Cost</u>	<u>Notes & Assumptions</u>
A Deputy Chief Salary		
		Hourly
Salary		\$ 96.69
Base Salary	\$ 159,598.99	Noonan , Grade 11, Step 11
Education	\$ 39,899.75	25% for M / JD Degree
Differential	\$ -	N/A
Specialty	\$ -	N/A
POST	\$ 2,393.98	1.5% of Base
Taser	\$ 150.00	
Allowances	\$ 1,860.00	Cleaning and Uniform
Longevity	\$ 1,275.00	28 Years of Service
	<u>\$ 205,177.73</u>	
Benefits		
Pension	\$ 64,220.63	31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act)
OPEB	\$ 1,746.70	(\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
Medicare Tax	\$ 2,314.19	1.45% of Base Salary
Health Insurance	\$ 26,462.26	Family, HMO Blue NE, 2 Months at \$2,086.60; 10 Months at \$2,086.60
	<u>\$ 94,743.78</u>	
B Lieutenant - Admin		
		Hourly
Salary		\$ 75.72
Base Salary	\$ 130,126.09	Hoffman , Grade 10, Step 7
Education	\$ 26,025.22	20% for Bachelors
Differential	\$ -	N/A
Specialty	\$ -	N/A
POST	\$ 1,951.89	1.5% of Base
Taser	\$ 150.00	
Allowances	\$ 1,860.00	Cleaning and Uniform
Longevity	\$ 875.00	16 Years of Service
	<u>\$ 160,988.19</u>	

Benefits

Pension	\$	50,389.30
OPEB	\$	1,746.70
Medicare Tax	\$	1,886.83
Health Insurance	\$	10,234.50
	\$	<u>64,257.34</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Single, HMO Blue NE, 2 Months at \$2,086.60; 10 Months at \$2,086.60

C Lieutenant - Special Operations

Hourly

Salary

\$ 77.25

Base Salary	\$	132,749.33
Education	\$	26,549.87
Differential	\$	-
Specialty	\$	-
POST	\$	1,991.24
Taser	\$	150.00
Allowances	\$	1,860.00
Longevity	\$	875.00
	\$	<u>164,175.44</u>

Byrnes, Grade 10, Step 8
 20% for Bachelors
 N/A
 N/A
 1.5% of Base
 Cleaning and Uniform
 16 Years of Service

Benefits

Pension	\$	51,386.91
OPEB	\$	1,746.70
Medicare Tax	\$	1,924.87
Health Insurance	\$	10,234.50
	\$	<u>65,292.98</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Single, HMO Blue NE, 2 Months at \$2,086.60; 10 Months at \$2,086.60

D Lieutenant - Use of Force

Hourly

Salary

\$ 85.33

Base Salary	\$	140,839.50
Education	\$	35,209.87
Differential	\$	-
Specialty	\$	-
POST	\$	2,112.59
Taser	\$	150.00
Allowances	\$	1,860.00
Longevity	\$	875.00
	\$	<u>181,046.97</u>

Chamberlin, Grade 10, Step 11
 25% for M / JD Degree
 N/A
 N/A
 1.5% of Base
 Cleaning and Uniform
 16 Years of Service

Benefits

Pension	\$	56,667.70
OPEB	\$	1,746.70
Medicare Tax	\$	2,042.17
Health Insurance	\$	26,462.26
	\$	<u>86,918.84</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Family, HMO Blue NE, 2 Months at \$2,086.60; 10 Months at \$2,086.60

E Officer - Detective / Investigation

Hourly

Salary			\$ 50.70
Base Salary	\$	85,094.81	
Education	\$	17,018.96	
Differential	\$	-	
Specialty	\$	3,744.17	
POST	\$	-	
Taser	\$	150.00	
Allowances	\$	1,860.00	
Longevity	\$	1,025.00	
	\$	<u>108,892.94</u>	

Bohnenberger, Officer, Step 7
 20% for Bachelors
 N/A
 4.4% Detective
 Within Base Salary
 Cleaning and Uniform
 19 Years of Service

Benefits

Pension	\$	34,083.49
OPEB	\$	1,746.70
Medicare Tax	\$	1,233.87
Health Insurance	\$	-
	\$	<u>37,064.07</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Does not participate on Town's Health Insurance plan.

F Officer - C-UAS / c-UAS

Hourly

Salary			\$ 47.75
Base Salary	\$	83,426.28	
Education	\$	8,342.63	
Differential	\$	5,422.71	
Specialty	\$	2,502.79	
POST	\$	-	
Taser	\$	150.00	
Allowances	\$	1,860.00	
Longevity	\$	425.00	
	\$	<u>102,129.41</u>	

Burt, Officer, Step 6
 10% for Associates
 6.5% Nights
 1.5% + 1.5% Lead Fire / Instructor
 Within Base Salary
 Cleaning and Uniform
 5 Years of Service

Benefits

Pension	\$	31,966.51
OPEB	\$	1,746.70
Medicare Tax	\$	1,209.68
Health Insurance	\$	26,462.26
	\$	<u>61,385.15</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Family, HMO Blue NE, 2 Months at \$2,086.60; 10 Months at \$2,086.60

G Officer - Court

Hourly

Salary			\$ 53.21
Base Salary	\$	86,796.71	
Education	\$	21,699.18	
Differential	\$	-	
Specialty	\$	2,603.90	
POST	\$	-	
Taser	\$	150.00	
Allowances	\$	1,860.00	
Longevity	\$	1,025.00	
	\$	<u>114,134.78</u>	

Kilroy, Officer, Step 8
 25% for M / JD Degree
 N/A
 3.0% for Court Officer
 Within Base Salary
 Cleaning and Uniform
 22 Years of Service

Benefits

Pension	\$	35,724.19
OPEB	\$	1,746.70
Medicare Tax	\$	1,258.55
Health Insurance	\$	-
	\$	<u>38,729.44</u>

31.3%, Employer total cost % of payroll (per Norfolk County, 2024 Act
 (\$1,172,037) Service Cost / (671) Active Members (FY2025) = Est. Cost
 1.45% of Base Salary
 Does not participate on Town's Health Insurance plan.

Assumptions & Notes:

All costs are based on FY2027 estimates and subject to change.

Town of Foxborough

Police Department

Estimated Police Reserve Costs

April 14, 2026

Foxborough Police Department

Estimated Personnel Costs Per Reserve Officer

<u>Description</u>	<u>Annual Cost</u>	<u>Amount</u>	<u>Allocation</u>	<u>TKG Cost</u>
Medical Cost per Reserve Officer				
Physical w/ Drug Screen	\$ 196.00			Require
Psych Eval	\$ 500.00			POST re
	<u>\$ 696.00</u>			

Estimated Equipment Costs Per Reserve Officer

<u>Description</u>	<u>Annual Cost</u>			
Gun	\$ 85.00			Price pe
Radio	\$ 850.00			Price pe
BW Camera (if issued)	\$ 160.00			Price pe
Taser	\$ 140.00			Price pe
OC Spray	\$ 20.00			
Holster	\$ 250.00			
Badge	\$ 120.00			
	<u>\$ 1,625.00</u>			

Estimated Initial Salary Start-Up Costs Per Reserve Officer

<u>Description</u>	<u>Annual Cost</u>				
Interview Cost (4 Officers, 2 Hrs each)	\$ 595.84				\$74.48
Background Investigation (24 Hrs)	\$ 1,737.36				\$72.39
Field Training Officer - Dept. Operations (32 Hrs)	\$ 752.00				\$23.50
Field Training Officer - Dept. MPTC (22 Hrs)	\$ 517.00				\$23.50
Field Training Officer - Compensation (4 Hrs)	\$ 300.00				\$75.00
	<u>\$ 3,902.20</u>	2	100%	\$ 7,805.00	2 Reserv

Estimated Annual Training Costs Per Reserve Officer

<u>Description</u>	<u>Annual Cost</u>				
Firearms					
Officer Cost (12 Hrs)	\$ 282.00	15	100%	\$ 4,230.00	\$23.50
Instructor Cost (24 Hrs)	\$ 1,808.40	1	100%	\$ 1,809.00	\$75.35
UOF/ECW					
Officer Cost (6 Hrs)	\$ 141.00	15	100%	\$ 2,115.00	\$23.50
Instructor Cost (12 Hrs)	\$ 904.20	1	100%	\$ 905.00	\$75.35

Legal Review

Officer Cost (4 Hrs)	\$	94.00	15	100%	\$ 1,410.00	\$23.50
Instructor Cost	\$	-				Outside

First Aid

Officer Cost (4 Hrs)	\$	94.00	15	100%	\$ 1,410.00	\$23.50
Instructor Cost	\$	-				Outside

\$ 3,323.60

\$ 11,879.00

Estimated Police Reserve Costs Stadium Driven Costs

\$ 19,684.00

Assumptions & Notes:

All costs are based on FY2027 estimates and subject to change.

Invoice line item total...

Date Filed 6/15/2026 9:38 PM
 Superior Court - Norfolk
 Docket Number

Town of Foxborough

Police Department

Estimated Stadium Driven Detective Work - FY2025

April 14, 2026

Reports	Incident Type	Interviews	Follow-UP Hours	CCTV Review Hrs	Total Hrs
24FOX-388-OF	Leaving Scene Prop. DAMG. (Moto Cross)	2	16	1	17
24FOX-860-OF	Indecent A&B (Concert)	2	28	2	30
24FOX-326-AR	Indecent A&B (Patriots Game)	4	40	1	41
25FOX-828-OF	Extortion (Concert)	2	10	1	11
25FOX-827-OF	Upskirting (Concert)	1	9	3	12
25FOX-842-OF	Larceny (Concert)	3	34	2	36
25FOX-846-OF	SA (Concert Ref to Oth Agency)	1	10	0	10
25FOX-1049-OF	Larceny (Concert)	2	12	3	15
25FOX-709-OF	A&B (Concert)	2	9	0	9
24FOX-246-AR	Counterfeit, Trespass, Larceny, etc (Concert)	3	40	1	41
24FOX-75-WA	A&B (Scorpion Bar)	5	80	3	83
24FOX-76-WA	Annoying Phone Calls/Harass Kraft & Kraft Group	3	26	2	28
24FOX-282-AR	A&B on Juvenile (Concert)	5	48	1	49
24FOX-286-AR	Indecent A&B over 14 (concert)	8	76	1	77
25FOX-65-AR	Disorderly, Vandalism, Trespass (Concert)	3	36	1	37
25FOX-344-OF	Verbal Domestic/ S.12 after food show @ Gillette	8	80	2	82
25FOX-726-OF	Disturb. The Peace, Susp. Activity (Concert)	2	24	1	25
25FOX-238-WA	Larceny, Uttering, Conspiracy, etc (Concert)	2	32	1	33
25FOX-937-OF	Medical - firearm in possession (Revs Detail)	2	16	0	16
25FOX-984-OF	MV Hit & Run (Revs)	3	22	1	23
25FOX-1187-OF	MV Hit & Run (Revs)	2	9	0	9
24FOX-1071-OF	A&B (Patriots)	2	11	1	12
24FOX-1274-OF	MV Theft (Patriots)	0	13	2	15
25FOX-30-OF	A&B (Patriots)	2	11	2	13
25FOX-92-AR	94C Distibute (Concert)	1	11	0	11
			Total FY25 Hrs		735

Total Court Processing Hours	172
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Arrests	43
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Date Filed 6/15/2026 9:38 PM
Superior Court - Norfolk
Docket Number

Town of Foxborough

Police Department

FPD Required Meetings for Gillette Stadium

April 14, 2026

Event Description	Attendance	Hours	Frequency	Total Hours	Notes
All Agency-Patriots Games	1	2	11	22	
All Agency-Concerts	1	2	10	20	
All Agency-Revolution	0	1	17	0	
All Agency-Special Events	1	2	5	10	
Patriot Table Top Exercises	8	8	1	64	Command + Sgts
Revolution Table Tops Exercises	3	8	1	24	Command + Sgts
Large Venue Task Force Meetings	1	8	2	16	
Misc (Security, Construction, Intel	1	2	5	10	
NFL Security Conference	0	32	1	0	
Stadium Advisory Board Meetings & Prep	1	5	2	10	
Year in Review with Team Ops & Prep	1	4	1	4	
Yearly Estimates Requested by Stadium	1	40	1	40	
Total	19	114	57	220	

Town of Foxborough
Fire Department
Estimated Annual Stadium Driven Costs
April 14, 2026

Foxborough Fire Department

Estimated Personnel Costs

<u>Description</u>	<u>FY27 Annual Cost</u>	<u>Amount</u>	<u>Allocation</u>	<u>TKG Cost</u>
A Chief Salary				
Base Salary	\$ 213,241.12			Meetings, Drills, Planning
Paramedic Stipend	\$ -			Kelleher, Contract
Education Stipend	\$ -			N/A
Stadium Stipend	\$ 46,000.00			N/A
Longevity	\$ -			Per Contract
	<u>\$ 259,241.12</u>			N/A
Chief Benefits				
Pension	\$ 81,142.47			31.3%, Employer total cost
OPEB	\$ 1,746.70			(\$1,172,037) Service Cost
Medicare Tax	\$ 3,092.00			1.45% of Base Salary
Health Insurance	\$ -			Does not participate on T
	<u>\$ 85,981.17</u>			
Subtotal		1	15%	\$ 51,784.00
B Assistant Chief Salary				
Base Salary	\$ 153,404.61			Meetings -- All agency, N
Paramedic Stipend	\$ 20,709.62			Kenvin, Grade 11, Step 9
Education Stipend	\$ 25,311.76			13.5% of Base Salary
Longevity	\$ 450.00			16.5% DPH
	<u>\$ 199,876.00</u>			7 Years of Service
Assistant Chief Benefits				
Pension	\$ 62,561.19			31.3%, Employer total cost
OPEB	\$ 1,746.70			(\$1,172,037) Service Cost
Medicare Tax	\$ 2,224.37			1.45% of Base Salary
Health Insurance	\$ 26,462.26			2 Months at \$2,086.60; 1
	<u>\$ 92,994.52</u>			
Subtotal		1	20%	\$ 58,575.00
C Deputy Chief Salary				
Base Salary	\$ 135,372.57			Meetings -- All agency, N
Paramedic Stipend	\$ 18,275.30			Grenier, Grade 10, Step 9
Education Stipend	\$ 11,506.67			13.5% of Base Salary
Longevity	\$ 1,275.00			8.5% of Base Salary
	<u>\$ 166,429.54</u>			30+ Years of Service

Deputy Chief Benefits

Pension	\$	52,092.45
OPEB	\$	1,746.70
Medicare Tax	\$	1,962.90
Health Insurance	\$	26,462.26
	\$	<u>82,264.31</u>

31.3%, Employer total co
 (\$1,172,037) Service Cost
 1.45% of Base Salary
 2 Months at \$2,086.60; 1

Subtotal		1	20%	\$ 49,739.00
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Subtotal Personnel Costs				\$ 160,098.00
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Estimated Equipment Costs

<u>Description</u>	<u>FY27 Annual Cost</u>	<u>Allocation</u>	<u>TKG Cost</u>
C Ready Op Software	\$ 8,400.00		
Subtotal Equipment Costs	\$ 8,400.00	1	100%

Medical operations softw

Estimated Fire Dept. Annual Stadium Driven Costs				\$ 168,498.00
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Assumptions & Notes:

All costs are based on FY2027 estimates and subject to change.

Invoice line item total...

SEMRECC

Estimated Annual Stadium Driven Costs

April 14, 2026

Cost Type:

Annual billing
Per event billing

Personnel costs:

What	Amount	When	NOT
Stadium event day pay	\$10/hr per employee (assume 10 for 16 hours)	Any event over 30k or when the EOC is open or for designated special events. From the start of the operational period to clearing	CBA
Event Day 911 Staff Augmentation	OT rate (assume 2x)	All NFL/Concerts, some special events operations depending and some soccer.	
Interop coordinator	\$ 33,000.00	Minimum 30% of his annual workload	
Operations Chief	\$ 25,000.00	Minimum 20% of his annual workload	

Infrastructure costs:

What	Amount	When	NOT
MOC Computers – AV	\$ 1,800.00	Per year	Anti-
MOC Computers - MX	\$ 2,000.00	Per year	NOCC
MOC Switches - MX	\$ 4,000.00	Per year	Swit
EOC Computers – AV	\$ 900.00	Per year	Anti-
EOC Computers - MX	\$ 1,000.00	Per year	NOCC
AVTEC – Scoutcare	\$ 41,600.00	Per year	MOC
CAD license	\$ 21,600.00	Per year	(x6)
Traffic Camera	\$ 5,000.00	Per year	LTE c
Parking lot notifications	\$ 800.00	Per year	Twill
PreparedLIVE Calltaking application	\$ 10,000.00	Partial cost	Call/
ArcGIS Online	\$ 5,000.00	Per year	Map

Vehicle:

What	Amount	When	NOT
Pickup truck -1	\$ 34.59	Per Hour	FEM