

MINUTES OF SPECIAL BOARD MEETING
HELD ON MAY 3, 1984 AT 12:00 A.M.
AT BOARD HEADQUARTERS

mtg.
5/18/84
approved

PRESENT:

John Van Lindt	Chairman
Bertram Sarafan	Member
Richard F. Corbisiero, Jr.	Executive Director
John Dailey	Director of Policy & Planning
Jacob Iberger	Chief of Racing Operations
Eileen Clarke	OTB Operations Coordinator
Kenneth Beh	Director of Public Relations

The vote of Member, Michael Lee, was also recorded in the affirmative.

ALSO PRESENT:

Henry McCabe	President, New York City OTB
Ike Harkaway	New York State Tax
Ted Coffinas	New York State Tax
Thomas Bancroft	Chairman, NYRA
Jerry McKeon	President, NYRA
Robert Kinckner	Amtote
Jack DeVries	Amtote
Mike Shagan	Vice President, NYC OTB
Martin Basinait	Western Region OTB
George Barker	Finger Lakes Racing Assoc.
and	
Thomas C. Davide	Secretary to the Board

MINUTES OF SPECIAL BOARD MEETING
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The topic of discussion was a request by New York Racing Association, Finger Lakes Racetrack and the six Off-Track Betting Corporation's to accept wagers on the Kentucky Derby to be run at Churchill Downs on Saturday, May 5, 1984. The Board heard verbal requests from each of these entities as to their plan to accept such wagers. After deliberation and careful study of legislation passed and signed by the Governor, amending §532 Subdivision 6, Paragraph A and adding a new Section 903 to the Racing, Pari-Mutuel Wagering and Breeding Law.

The Board approved a separate betting pool for the New York Racing Association, whereby they could accept wagers on twelve betting interests, coupled entries and pari-mutuel fields, as in the same manner as Churchill Downs, and would offer at the racetrack, Win, Place, Show, Exacta, Quinella and Trifecta wagers. They would also offer a late Daily Double using the Kentucky Derby and the Carter Handicap (which is being run at Aqueduct). Finger Lakes Racetrack would also have a separate pool and offer the same type wagering except where their computer system was unable to handle such wagers (i.e. Quinella and Trifecta). They were advised that they could not offer late Double involving a New York Racing Association race but they could offer, if they chose to, a late Daily Double on the Kentucky Derby and their feature race.

The Off-Track Betting Corporations were granted permission to have a separate statewide pool, and sixteen betting entries including two pari-mutuel fields of three horse entries, and they were also granted permission to uncouple entries. These fields should be from the seven horse field as designated by Churchill Downs. They were granted the right to accept wagers as listed above, but Western Region Off-Track Betting, in the Thoroughbred Special Betting District, was prohibited from handling the late Daily Double involving the Carter Handicap.

The Board also decided that when requests were made for the Preakness that there would be no splitting of entries and there would be a state-wide pool.

The Board waived the provisions of rule 4011.22(g) thereby permitting coupled entries and fields in the triple pools conducted on the Kentucky Derby. The Board further directed that for the Kentucky Derby triple pool calculations, the tracks shall follow the philosophy applied to Exactas and Quinellas when the calculations involve either coupled entries or field horses.

STATE OF NEW YORK

11344

IN ASSEMBLY

April 30, 1984

Introduced by COMMITTEE ON RULES -- read once and referred to the Committee on Ways and Means

AN ACT to amend the racing, pari-mutuel wagering and breeding law, in relation to the combination of certain wagering pools

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Paragraph b of subdivision one of section nine hundred
2 three of the racing, pari-mutuel wagering and breeding law, as amended
3 by a chapter of the laws of nineteen hundred eighty-four, amending the
4 racing, pari-mutuel wagering and breeding law relating to wagers on cer-
5 tain races, as proposed in legislative bill number S8965-A11285, is
6 amended to read as follows:

7 b. The system of on and off-track betting shall result in the combina-
8 tion of all off-track wagers with on-track wagers so as to produce com-
9 mon pari-mutuel betting pools for the calculation of odds and the deter-
10 mination of payouts from such pool, which payout, prior to the computa-
11 tions required by section five hundred thirty-two of this chapter, shall
12 be the same for all winning tickets, irrespective of whether a wager is
13 placed off-track or on-track. Provided, however, that the board may
14 authorize separate pari-mutuel wagering pools for any corporation or as-
15 sociation electing to accept such wagers, if it determines that a common
16 on and off-track pari-mutuel betting pool, due to limitations in exist-
17 ing computer systems and information transmission and receiving capaci-
18 ties cannot practically be accomplished so as to maximize a reasonable
19 number of separate wagering interests. The resulting separate pools for
20 regional off-track betting corporations shall be subject to the limita-
21 tions set forth in subdivision eight of section five hundred twenty-
22 three of this chapter.

23 § 2. This act shall take effect on the same date as such chapter of
24 the laws of nineteen hundred eighty-four takes effect and the amendments
25 made to paragraph b of subdivision one of section nine hundred three of
26 the racing, pari-mutuel wagering and breeding law by section one of this
27 act shall expire and be of no further force and effect on and after June
28 thirtieth, nineteen hundred eighty-four.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets
() is old law to be omitted.

LED14725-10-4



State of New York
Racing And Wagering Board

MEMORANDUM

TO: Richard F. Corbisiero, Jr., Executive Director
DATE: May 4, 1984

FROM: Jacob Iberger, Chief of Racing Operations *Ji*

SUBJECT: DERBY.. TRIPLE WAGERING

Apparently the Board has waived subdivision (g) of this particular entry or field in trifecta races.

At the meeting yesterday, no one discussed how the pool calculations would be arrived at with these entries and fields being permitted in a triple race. It would seem to me that we must necessarily carry out the same philosophy that we apply to coupled entry and fields when they occur in exactas or quinellas.

Ji/mw

c.c.: Chairman Van Lindt
John Dailey
David Vaughan
Tom Davide

cc: Messrs. Davide & Corbisiero
5/4



R. ANTHONY CHAMBLIN
President and General Manager

MAY 4 1984

April 30, 1984

Hon. John Van Lindt, Chairman
New York State Racing & Wagering Board
400 Broome St.
New York, N.Y. 10013

Dear Chairman Van Lindt:

Enclosed, subject to the Board's approval, is a copy of the contract between Churchill Downs and Finger Lakes Racing Association, Inc. for the 1984 Kentucky Derby.

Sincerely,

R. Anthony Chamblin
R. Anthony Chamblin

RAC:bcs

(Contract is on file in the Secretary's office.)

INTERSTATE PARI-MUTUEL WAGERING AGREEMENT

THIS AGREEMENT is made this 30th day of April, 1984, by and between CHURCHILL DOWNS INCORPORATED, a Kentucky Corporation licensed to do business as a thoroughbred racing association (hereinafter referred to as "Churchill") and Finger Lakes Racing Association, Inc. a public Corporation licensed to do business as a racing association (hereinafter referred to as the "Association")

W I T N E S S E T H

WHEREAS, Churchill is licensed by the Commonwealth of Kentucky as a thoroughbred racing association and will host and sponsor a thoroughbred horse race known as The 1984 Kentucky Derby to be run on May 5, 1984 (hereinafter referred to as the "Derby");

WHEREAS, the Association is a licensed racing association and operates a race track facility located at Route 96 and Beaver Creek Rd., Victor, N.Y. 14564 (hereinafter referred to as the "Off-Track Facility"); and

WHEREAS, Churchill and the Association desire that pari-mutuel wagers be accepted on the Derby at the Off-Track Facility subject to the terms and conditions of this Agreement and all applicable laws and regulations;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Churchill's Consent. Pursuant to the provisions of this Agreement and the Interstate Horseracing Act of 1978, P. L. 95-515 (hereinafter referred to as the "Act"), Churchill grants to the Association the non-exclusive right to accept pari-mutuel wagers on the Derby at the Off-Track Facility.

2. Term. This Agreement shall commence as of the date first written above and, unless terminated sooner as provided herein, shall terminate on May 30, 1984 (hereinafter referred to as the "Term").

3. Conduct of the Race. Churchill shall use its best efforts to run the Derby on May 5, 1984, between 5:30 p.m. and 5:45 p.m. E.D.T. The Derby shall be run on a dirt track at a distance of one and one-quarter miles and shall be run in accordance with the Rules of Racing promulgated by the Kentucky State Racing Commission.

4. Simulcast Rights. Churchill has obtained the consent of ABC Sports, Inc. to allow the Association to use the live, network radio and television transmissions of the Derby (hereinafter the "ABC Transmissions") in connection with interstate wagering under the Act; consent being subject to the Association using its best efforts to transmit and display on the Association's closed circuit

television system as much of the ABC Transmissions relating to the Derby as is possible without interfering with the Association's closed circuit telecasts of races being conducted by the Association. The Association agrees to said stipulation and will use its best efforts to comply. The nonexclusive right hereby granted to the Association to use the ABC Transmissions is limited to the live simulcasting of the ABC Transmissions in connection with off-track wagering on the Derby on May 5, 1984, and shall not include a right to tape, copy or otherwise use the ABC Transmissions for any other purpose.

5. Trademarks. Churchill grants to the Association a nonexclusive, royalty-free license for the limited use of the words "Kentucky Derby" and "Churchill Downs," and the replication of the "Twin Spires" (hereinafter referred to as the "Marks") in the Association's advertising of interstate wagering at the Association on the Derby, including the Association's program, and its advertising in newspapers, television and radio. In no event, however, shall the Association be permitted to use the Marks in any promotion or for any other commercial purpose, such as on souvenirs, T-shirts, or other items which may be sold by the Association. The Association shall not be permitted to sublicense or assign its limited license of the Marks.

6. Reservation of Rights. Except as provided in Paragraph 4 of this Agreement, Churchill reserves unto

itself, its agents, assigns and licensees, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, or any other similar media transmissions now known or hereafter developed of all events which occur on the Churchill Downs Race Track, including without limitation, all activities occurring before, during and after the Derby.

7. Race Information. Churchill shall provide to the Association by the fastest means available at the time information becomes available to Churchill, the following:

A. The name of each entry in the Derby, its owner, trainer, sex, color, breeding, weight, jockey and starting position;

B. The name of each entry scratched from the Derby;

C. Race track conditions as of 8:00 a.m. E.D.T. on May 5, 1984, with an update within one hour of post time for the Derby;

D. The "morning line" as established by the racing secretary;

E. Any jockey or equipment changes;

F. A copy of any photo finish;

G. The results of the race with Churchill's pay-off prices;

H. Any change in the post time of the Derby; and

I. Such other information which Churchill believes may be necessary to the Association for the promotion and conduct of interstate wagering as provided herein.

Churchill shall use its best efforts to insure that all information delivered to the Association is accurate and given in a timely manner; provided however, the Association agrees that Churchill shall not be liable for any inaccuracy or incompleteness of the information furnished to the Association or for the failure of a third party or carrier to properly deliver the information, except in the event of bad faith or fraud.

8. Association Fee.

A. Calculation. The Association shall pay to Churchill fifty percent (50%) of the Net Revenue it receives from pari-mutuel wagers made at the Off-Track Facility on the Derby (hereinafter referred to as the "Fee"). For purposes of this Agreement, "Net Revenue" shall mean the total amount wagered by patrons on the Derby at the Off-Track Facility, less money returned to patrons by refund or pay-off and less any excise taxes due and payable to the State of New York on wagers made on the Derby. Net revenue shall include breakage, to the extent the Association is allowed by law to retain such, but, in no event, shall net revenue be reduced due to any contractual obligations with horsemen for the payment of purses.

B. Payment. On or before May 30, 1984, the Association shall deliver to Churchill, in cash or certified funds, the Fee together with a certified statement, in the form as is set forth in Exhibit "A" attached hereto, signed by an officer of the Association. The Association shall maintain complete and accurate records of the total amounts wagered on the Derby, paid or refunded to patrons and paid to the state taxing authority, which records shall be made available to Churchill, upon request.

9. Horsemen's Approval. Section 5 of the Act requires that approval be obtained from the "Horsemen's Group," as defined in the Act. There are two groups which represent owners and trainers racing at Churchill, the Kentucky Thoroughbred Association (hereinafter referred to as the "KTA") and the Kentucky Division of the Horsemen's Benevolent and Protective Association (hereinafter referred to as the "HBPA"). Churchill is unable to determine if, on the date the Derby is run, either group will represent a majority of owners and trainers racing a horse in the Derby. In order to attempt to satisfy the requirements of the Act, Churchill has done the following:

A. Requested and obtained the approvals of the KTA and HBPA, which approvals are reflected in Exhibits B and C, attached hereto; and

B. Requested and obtained the approval of each nominator of a horse for the Derby as reflected in the

conditions set out in the Nomination Blank attached hereto as Exhibit D.

Churchill makes no representation or warranty as to the sufficiency of its actions directed toward obtaining the consent of the Horsemen's Group as required under the Act. The parties agree that Churchill shall not be liable for any loss sustained by the Association resulting from any claim, cause of action, judgment or injunction brought by a horseman or Horseman's Group under the provisions of the Act.

10. Indemnification by Churchill. Churchill shall indemnify and hold the Association harmless for any and all attorney fees, court costs and money damages sustained by the Association in defending any claim, demand or cause of action filed against the Association under the Act alleging a violation thereof as a result of Churchill's failure to obtain the approval of the Kentucky State Racing Commission.

11. Indemnification by the Association. The Association agrees to indemnify and hold Churchill harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from:

A. Any acts or omissions of the employees, agents, or servants of the Association in connection with the performance of this Agreement;

B. The Association's use of the information and Transmissions furnished to it by Churchill in accordance with the terms of this Agreement; or

C. The Association's conduct of wagering at the Off-Track Facility under applicable state or local law.

12. Payment to Horsemen. Churchill requests and encourages the Association to enter into an agreement with its horsemen to distribute a portion of the Net Revenue it receives under this Agreement to horsemen as purses in the same ratio it distributes on-track pari-mutuel income to horsemen.

13. Representations and Warranties of Churchill. In addition to the representations and warranties contained elsewhere in this Agreement, Churchill warrants and represents to the Association that:

A. Churchill is a corporation, duly organized, validly existing and in good standing under the laws of Kentucky, and has all requisite power and authority to transact the business it transacts;

B. Churchill has the full corporate right, power and authority to enter into this Agreement and consummate the transactions contemplated hereby and this Agreement has been duly authorized by all requisite corporate action, and is valid and legally binding on Churchill; and

C. As reflected in Exhibit E, attached hereto, Churchill has obtained the approval of the Kentucky State

Racing Commission to enter into and perform under the terms of this Agreement.

14. Representations and Warranties of the Association.

In addition to the representations and warranties contained elsewhere in this Agreement, the Association represents and warrants to Churchill that:

A. The Association is a corporation, duly organized, validly existing and in good standing under the laws of New York, and has all requisite power and authority to transact the business it transacts;

B. The Association has the full right, power and authority to enter into this Agreement and consummate the transactions contemplated hereby and this Agreement has been duly authorized by all requisite corporate action and is valid and legally binding on the Association;

C. The Association has obtained the approval of the applicable "Off-Track Racing Commission," as defined in the Act, to enter into and perform under the terms of this Agreement and no other consents of any other person, entity or governmental authority are required to permit the Association to enter into or consummate the transactions contemplated hereby; and

D. The Association will take any and all actions necessary to simulcast the Derby by closed circuit television at the Off-Track Facility and provide patrons with facilities comparable to those provided during the

Association's regular racing schedule, including, but not limited to the opportunity to wager, programs and announcements of conditions and changes.

15. Force Majeure. Churchill shall not be liable to the Association for failure to run, or delay in the running of, the Derby, or in the event any equipment, service or transmission can not be provided by Churchill due to an act of God, fire, casualty, act or decision of a governmental authority, injunction, technical difficulties, failure of electrical or telephone power transmission lines or facilities, strike or labor dispute, or any other cause beyond the control of Churchill and in the event of such occurrence(s) may terminate this Agreement without incurring any liability to the Association.

16. Promotion. Churchill and the Association agree that they shall cooperate and assist each other in the advertising and promotion of the Derby and the Association's simulcast and acceptance of wagers on same.

17. Termination. This Agreement shall be automatically terminated upon the bankruptcy, insolvency or dissolution of either party or upon the withdrawal of any approvals required by the Act as to the transactions contemplated hereby.

18. Expenses. Each party shall be solely responsible for all expenses incurred by it in the performance of this Agreement.

19. Compliance with Laws. Churchill and the Association agree that they each shall comply with the provisions of all applicable federal, state and local laws or rules and regulations in the performance of this Agreement.

20. Assignment. This Agreement and the rights of the parties hereto may not be conveyed, assigned or transferred to any other person without the written consent of the parties.

21. Entire Agreement and Amendment. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may be amended only by a writing signed by both parties.

22. Notices. All notices hereunder shall be in writing and shall be deemed to have been given or made when delivered or mailed, first class, registered or certified mail, postage prepaid, addressed as follows, until notice of another address shall have been received by the other party.

If to Churchill:

Churchill Downs Incorporated
Box 8427
Louisville, Kentucky 40208

Copy to:

Thomas H. Meeker
WYATT, TARRANT & COMBS
Citizens Plaza
Louisville, Kentucky 40202

If to the Association:

Copy to:

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CHURCHILL DOWNS INCORPORATED

By _____
Lynn Stone, President

Finger Lakes Racing Assn.

By R. Anthony Lambdin
President



State of New York
Racing And Wagering Board

MEMORANDUM

TO: Richard F. Corbisiero, Jr., Executive Director
DATE: May 1, 1984
FROM: Jacob Iberger, Chief of Racing Operations *Ji*
SUBJECT: CONTRACTS - NYRA - MARYLAND JOCKEY CLUB
CHURCHILL DOWNS, INCORPORATED

By letter dated April 27, 1984, Martin L. Lieberman of NYRA requests approval of simulcast agreements between NYRA and the Maryland Jockey Club and NYRA and Churchill Downs.

I recommend approval provided the contracts are within the law and that legal does not have a contrary opinion.

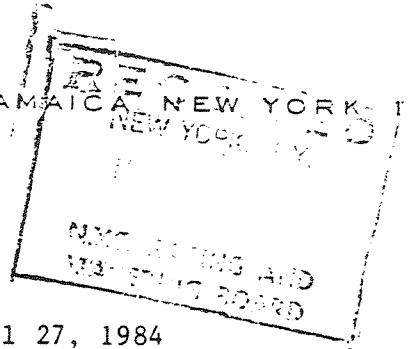
JII/mw

c.c.: Chairman Van Lindt
Tom Davide ✓



THE NEW YORK RACING ASSOCIATION INC. JAMAICA, NEW YORK 11417
(212) 641-4700

MARTIN L. LIEBERMAN
VICE PRESIDENT AND SECRETARY
SECRETARY AND COUNSEL



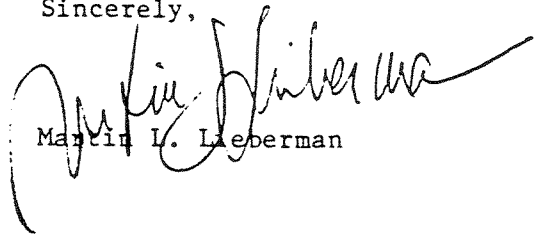
April 27, 1984

John Van Lindt, Esq., Chairman
New York State Racing and
Wagering Board
400 Broome Street
New York, New York 10013

Dear Mr. Van Lindt:

Further my letter dated April 16, 1984. Please find enclosed herewith copies of simulcast and off-track pari-mutuel wagering agreements between NYRA and Maryland Jockey Club (Preakness) and NYRA and Churchill Downs Inc. (Kentucky Derby), pursuant to Sections 4004.3 and 4004.5 of the Rules of the Board.

Sincerely,



Martin L. Lieberman

MLL:de
Encls.

cc: Michael Lee
Bertram Sarafan
Richard Corbisiero, Jr.
Thomas Davide
Jacob Iberger
John Dailey
David Vaughan, Esq.



State of New York
Racing And Wagering Board

APR 18 1984

MEMORANDUM

TO: Richard F. Corbisiero, Jr., Executive Director
DATE: April 17, 1984

FROM: Jacob Iberger, Chief of Racing Operations *Ji*

SUBJECT: NYRA - KENTUCKY DERBY DAY PROMOTION

By letter dated April 16, 1984, Laurence J. Skelly, Assistant Counsel, NYRA, request the Board approve the following.

1. On May 5, 1984, Kentucky Derby Day, they want to give a free \$2 bet on the Kentucky Derby.
2. They ask approval for all losing Kentucky Derby tickets to be redeemed for free grandstand admission (or \$2 off Clubhouse admission) on opening day at Belmont Park on May 9, 1984.
3. Free Grandstand admission (or \$2 off Clubhouse admission) to Aqueduct on Derby Day to every customer holding an OTB bet on the Kentucky Derby.

I recommend approval regarding the request spelled out in paragraph 1.

The requests contained in paragraphs 2 and 3 seem to be getting a little absurd and I recommend the Board deny those requests as outlined in Paragraphs 2 and 3.

Ji/mw

c.c.: Chairman Van Lindt
Tom Davide



THE NEW YORK RACING ASSOCIATION INC. JAMAICA, NEW YORK 11417

(212) 641-4700

MARTIN L. LIEBERMAN
VICE PRESIDENT, ADMINISTRATION
SECRETARY AND COUNSEL

APR 16 1984
.....

April 16, 1984

John Van Lindt, Esq., Chairman
New York State Racing and
Wagering Board
400 Broome Street
New York, NY 10013

Dear Mr. Van Lindt:

The New York Racing Association Inc. has concluded negotiations with Churchill Downs Inc. for the acceptance of pari-mutuel wagers on the 1984 Kentucky Derby, and the Maryland Jockey Club, for the acceptance of pari-mutuel wagers on the 1984 Preakness. NYRA presently plans to offer win, place, show, exacta, quinella and triple wagering on the Kentucky Derby, scheduling the Derby as our ninth race on the betting program. We also plan to offer our Late Daily Double on the Carter Handicap (our eighth race) and the Derby, with our tenth race having win, place, show and exacta wagering.

The New York Racing Association Inc. hereby makes application, pursuant to Section 903(2) of the Racing, Pari-Mutuel, Wagering and Breeding Law, as well as Section 5(a)(3) of the Interstate Horseracing Act of 1978 (15 USC, § 3004(a)(3) for approval in order to accept off-track wagers as described above.

Your prompt consideration of this matter would be appreciated.

Thank you.

Sincerely,


Martin L. Lieberman

MLL:de

cc: Michael Lee
Bertram Sarafan
Richard Corbisiero, Jr.
Thomas Davide
Jacob Iberger
John Dailey
David Vaughan, Esq.

Aqueduct

Belmont Park

Saratoga



State of New York
Racing And Wagering Board

MEMORANDUM

TO: Richard F. Corbisiero, Jr., Executive Director
DATE: May 3, 1984
FROM: Jacob Iberger, Chief of Racing Operations *Ji*
SUBJECT: FINGER LAKES - PROMOTION REQUEST - KENTUCKY DERBY WAGERING

By letter dated May 2, 1984, Michael K. Sample, Assistant General Manager, FLRA, requests permission to conduct Win, Place, Show and Exacta wagering on the Kentucky Derby on May 5, 1984.

I recommend approval.

Ji/mw

c.c.: Chairman Van Lindt
Tom Davide

RECEIVED
NEW YORK, N. Y.
MAY 3 1984
N.Y.S. RACING AND
WAGERING BOARD



3
May 2, 1984

Hon. John Van Lindt, Chairman
New York State Racing and Wagering Board
400 Broome Street
New York, New York 10013

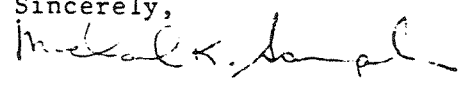
Re: 1984 KENTUCKY DERBY WAGERING

Dear Mr. Van Lindt:

We respectfully request the Board's permission to conduct Win, Place, Show and Exacta wagering on the Kentucky Derby, at Finger Lakes Race Track, on Saturday, May 5, 1984.

In order not to diminish our already scheduled 10-race card on Saturday, we also request the Board's approval for an 11-race card on that day which would include the Kentucky Derby.

The Board's favorable consideration of these requests would be appreciated.

Sincerely,

Michael K. Sample
Assistant General Manager

MKS:bcs
cc: Bertram D. Sarafan
Michael Lee
Richard Corbisiero
David Vaughan
Thomas Davide
John Dailey
Jacob Iberger
John Joyce



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS

JOHN VAN LINDT
CHAIRMAN

MICHAEL LEE

BERTRAM D. SARAFAN

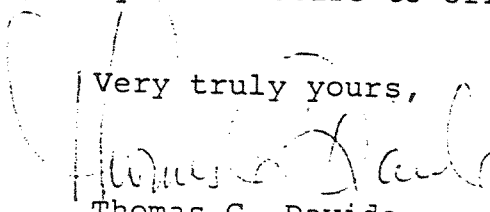
May 4, 1984

Mr. Michael Sample
Assistant General Manager
Finger Lakes Racing
Association, Inc.
P.O. Box 364
Canandaigua, NY 14424

Dear Mr. Sample:

On May 3, 1984 at a Special meeting, the New York State Racing and Wagering Board approved your request on behalf of Finger Lakes Racing Association for separate pools, coupled entries, and pari-mutuel fields, as in the same manner as Churchill Downs. Also approved was win, place, show and exacta wagering and a late double to include the Kentucky Derby and your feature race, if you so desire to offer this bet.

Very truly yours,


Thomas C. Davide
Secretary to the Board

/jmm

cc: Chairman Van Lindt
Bertram Sarafan
Michael Lee
Richard F. Corbisiero
John Dailey
Jacob Iberger
Kenneth Beh
David Vaughan



NEW YORK CITY
OFF-TRACK BETTING
CORPORATION
1501 BROADWAY
NEW YORK 10036
212 221-5461

HENRY T. McCABE
PRESIDENT
212 221-5101

May 2, 1984

John Van Lindt, Chairman
New York State Racing &
Wagering Board
400 Broome Street
New York, New York 10013

Dear John:

Please accept this letter as an amendment to my previous letter of April 24, 1984, a copy of which is attached hereto for your convenience.

At the present time OTB would like to make an additional request for the Board's approval to maintain a separate and distinct Off-Track Betting pool for late daily double wagering. The running of the Carter Handicap, the eighth race at Aqueduct, would be the first half of the daily double, with the Kentucky Derby completing the double.

To reiterate our concern expressed earlier, it would be technically impossible to have more than twelve betting interests if a combined betting pool with OTB and NYRA was mandated by the Board. It is, therefore, OTB's hope that we will be maintaining separate betting pools for wagering on the Kentucky Derby, with different betting interests than those offered at NYRA. It would logically follow that there must be a separate betting pool for a late daily double that incorporates the Kentucky Derby.

Thank you for your consideration of this additional request.

Very truly yours,

Henry T. McCabe

HTM:mw



NEW YORK CITY
OFF-TACK BETTING
CORPORATION
1504 BROADWAY
NEW YORK 10036
212 221-5461

HENRY T. McCABE
PRESIDENT
212 221-5401

26
April 24, 1984

John Van Lindt, Chairman
New York State Racing &
Wagering Board
400 Broome Street
New York, New York 10013

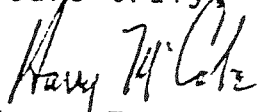
Dear John:

We would like the Board's approval to accept wagering on the Kentucky Derby this year at all New York Off-Track Betting locations, in the same manner as in previous years when we have carried the Derby. This would entail maintaining a separate and distinct Off-Track pool from those wagers placed with the New York Racing Association.

OTB would offer sixteen betting interests (with entries uncoupled), in contrast to the maximum of twelve betting interests if OTB was directed to have a combined pool with NYRA. As you know, it is not at present technically possible to accommodate more than twelve betting interests for transmission to a combined pool. We believe that sixteen betting interests in contrast to twelve betting interests on a possible twenty horse field, will produce a more logical and desirable result for all pools, including trifecta, quinella and exacta wagering as well as enhancing our total state handle on the race.

Our present request is limited to the 1984 running of the Kentucky Derby only.

Yours truly,


Henry T. McCabe

HTM:mw



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS

JOHN VAN LINDT
CHAIRMAN
MICHAEL LEE
BERTRAM D. SARAFAN

May 4, 1984

Mr. Henry T. McCabe
President
New York City OTB
1501 Broadway
New York, NY 10036

Dear Mr. McCabe:

On May 3, 1984 at a Special meeting, the New York State Racing and Wagering Board approved your request as an agent for the regional Off-Track Betting Corporation's for a separate statewide pool, with sixteen betting entries including two pari-mutuel fields of three horses each, these fields should be from the seven horse field chosen at Churchill Downs. The Board also approved the uncoupling of entries.

Very truly yours,

Thomas C. Davide
Thomas C. Davide
Secretary to the Board

/jmm

cc: Chairman Van Lindt
Bertram Sarafan
Michael Lee
Richard F. Corbisiero
John Dailey
Nancy Rudolph
David Etkin - Capital OTB
Donald Groth - Catskill OTB
Easa Easa - Nassau OTB
Anthony Coraci - Suffolk OTB
*John Gannon - Western OTB

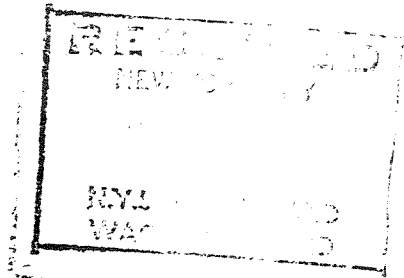
*(The Thoroughbred Special Betting District was prohibited from handling the Late Double involving the Carter Handicap.)



State of New York
Racing And Wagering Board

MEMORANDUM

TO: Thomas C. Davide
FROM: David B. Vaughan
SUBJECT: Finger Lakes Contract with Churchill Downs



DATE: May 4, 1984

DBV

I have no objection and recommend approval, subject to payment of monies received by Finger Lakes to the Capitol Investment Fund.

Attachment

DBV/by



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS

JOHN VAN LINDT
CHAIRMAN
MICHAEL LEE
BERTRAM D. SARAFAN

May 4, 1984

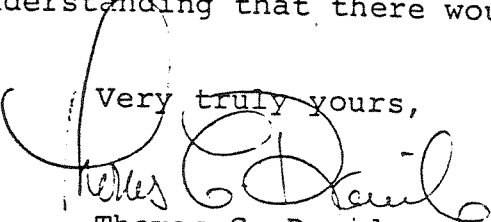
Mr. Martin L. Lieberman
Vice President, Administration
Secretary and Counsel
New York Racing Association, Inc.
Jamaica, New York 11417

Dear Mr. Lieberman:

On May 4, 1984 at a Special meeting, the New York State Racing and Wagering Board approved your request on behalf of New York Racing Association for a separate pool with twelve betting entries, coupled entries and pari-mutuel fields as in the same manner as Churchill Downs. Also granted was win, place, show, exacta, quinella, trifecta wagers and a late daily double using the Kentucky Derby and the Carter Handicap.

The Board also approved your contracts with Churchill Downs for the Kentucky Derby and the Maryland Jockey Club for the Preakness, with the understanding that there would be a state-wide pool.

Very truly yours,


Thomas C. Davide
Secretary to the Board

/jmm

cc: Chairman Van Lindt
Bertram Sarafan
Michael Lee
Richard F. Corbisiero
John Dailey
Jacob Iberger
Kenneth Beh
David Vaughan



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS

JOHN VAN LINDT
CHAIRMAN
MICHAEL LEE
BERTRAM D. SARAFAN

May 2, 1984

Richard Higgins, Esq.
Assistant Counsel to the Governor
Executive Chamber
Room 214
Albany, New York 12224

Dear Rick:


Re: S. 8742; S. 8965; and
A. 11344: On-Track and
Off-Track Betting on
Kentucky Derby, Preakness
and Cup races.

The Board supports the legislation before the Governor for approval which will allow the thoroughbred tracks, in addition to off-track betting corporations the opportunity to offer their patrons an opportunity to wager upon these premier thoroughbred racing events.

We believe the necessary provisions are present to allow an experiment of this nature to go forward and that the results therefrom will prove invaluable to charting the future course of racing and off-track betting for New York State.

Accordingly, we recommend approval.

Very truly yours,


John M. Dailey
Director of Planning
and Policy

cab
cc: Messrs. Van Lindt, Sarafan, Lee, Vaughan, Iberger, Davide
and Beh; Ms. Rudolph



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS

JOHN VAN LINDT
CHAIRMAN
MICHAEL LEE
BERTRAM D. SARAFAN

May 4, 1984

Mr. Gerard J. McKeon, President
The New York Racing Association, Inc.
Post Office Box 90
Jamaica, New York 11417

Dear Mr. McKeon:

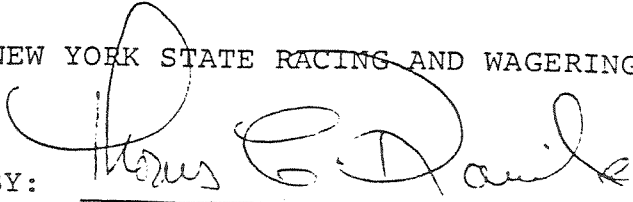
Regarding pari-mutuel pools being conducted on the Kentucky Derby on May 5, 1984 including the daily double, the rules governing pools conducted by your association on your own races will not apply in the following respects:

1. There is no prohibition against offering 'Derby' entries or fields in any of the pools authorized for the 'Derby'.
2. In the event any part of a 'Derby' entry or field is scratched or declared a non-starter, the refund rules will not apply so long as any horse remains in the entry or field. Accordingly, all bets on a 'Derby' entry or field number will be considered as final bets and non-refundable if any part of the entry or field races.

Very truly yours,

NEW YORK STATE RACING AND WAGERING BOARD

BY:


THOMAS C. DAVIDE
Secretary to the Board

cab



STATE OF NEW YORK
NEW YORK STATE RACING AND WAGERING BOARD

400 BROOME STREET
NEW YORK, NY 10013
(212) 219-4230

MEMBERS:

JOHN VAN LINDT
CHAIRMAN

MICHAEL LEE

BERTRAM D. SARAFAN

May 4, 1984

Mr. George W. Barker, President
and General Manager
Finger Lakes Racing Association, Inc.
Post Office Box 364
Canandaigua, New York 14424

Dear Mr. Barker:

Regarding pari-mutuel pools being conducted on the Kentucky Derby on May 5, 1984 including the daily double, the rules governing pools conducted by your association on your own races will not apply in the following respects:

1. There is no prohibition against offering 'Derby' entries or fields in any of the pools authorized for the 'Derby'.
2. In the event any part of a 'Derby' entry or field is scratched or declared a non-starter, the refund rules will not apply so long as any horse remains in the entry or field. Accordingly, all bets on a 'Derby' entry or field number will be considered as final bets and non-refundable if any part of the entry or field races.

Very truly yours,

NEW YORK STATE RACING AND WAGERING BOARD

BY:

THOMAS C. DAVIDE
Secretary to the Board

cab