

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

Minutes of the regular meeting of Board of Directors of the Western Regional Off-Track Betting Corporation, ("Western") held on the 24th day of March, 2022 and commencing at 10:30 a.m. in the *Boardroom*, Corporate Headquarters at 8315 Park Road Batavia, New York.

Participating were:

Cattaraugus	Mark Burr
Livingston	Thomas Wamp
Monroe	Richard Bianchi
Niagara	Elliott Winter
Orleans	Edward Morgan
Oswego	Mark Bombardo
Seneca	Richard Ricci
Steuben	Michael Horton
Wyoming	Susan May

Absent:

Buffalo	Parmer-Garner
Cayuga	Lattimore
Chautauqua	Vacant
Erie	Warthling
Genesee	Siebert
Rochester	Bassett
Schuyler	Barnes
Wayne	Lauderdale

constituting the Directors of all participating municipalities.

Also participating were: Henry F. Wojtaszek, President & CEO; Scott Kiedrowski, Vice President Operations; Jacquelyne A. Leach, Chief Financial Officer; William R. White, Vice President – Administration; Mark Gabriele, Associate General Counsel; Steven Haigh, Internal Auditor; Ryan Hasenauer, Director of Marketing-WROTBC & Video Gaming.

A roll of the membership of the Board having been called, Mr. Scott P. Kiedrowski, Vice President - Operations declared a quorum present.

Chairman Richard D. Bianchi proceeded to conduct the meeting following the published Agenda for this regular meeting.

Chairman Bianchi asked Director Burr to lead the assemblage in the Pledge of Allegiance.

Approval of Previous Minutes:

Chairman Bianchi called for amendments, additions, deletions, or corrections to the minutes of the previous meeting of February 24, 2022. There being none, a motion was made by Director May and seconded by Director Winter to approve the February minutes as submitted. The minutes were approved unanimously by voice vote.

Communications:

The Corporation received the following thank you notes that were read to members by Mr. Scott P. Kiedrowski, Vice President - Operations:

Susan M. Gonzalez, Executive Director, ECMC Foundation.
Benjamin D. Marchione, Regional Director, Western NY Make-A-Wish

Batavia Downs Operations Committee Report:

Committee Chairman Morgan reported the Batavia Downs Operations Committee meeting was held on Wednesday March 23, 2022 at 1:02 p.m. and the following items were discussed.

Mr. Sean Schiano, General Manager of Gaming provided gaming statics to the Committee. Once the new gaming floor chairs arrive the Delta section will be renovated.

Mr. Henry F. Wojtaszek, President & CEO updated the committee discussing the hotel continues to generate revenue. The hotel room's average 60% paid occupancy. The elevator has been updated and updates to the rooms continue.

Mr. Wojtaszek provided a warehouse project update discussing the work adding two offices continues and a floor plan for the cooler and racking is in place. The garage door will be delivered in April.

Mr. Wojtaszek provided a Park Rd. update discussing one way traffic through August with work including the 4800 ft. water pipe, sewer and then the road work. He discussed the idea of creating an ad campaign surrounding the Park Rd. improvements.

Batavia Downs Operations Committee Report continued:

The Resolution #22-2022 was presented for Mercy Flight Inc. d/b/a Mercy EMS pro, to provide Advanced Emergency Medical Technician at the rate of \$150.00 per hour for 2022, \$160.00 per hour for 2023 and 170.00 per hour for 2024 not to exceed \$41,580.00 in 2022, not to exceed \$44,10.00 in 2023 and not to exceed \$46,620.00 in 2024.

Upon motion by Director Bianchi, seconded by Director Burr, and carried unanimously for Resolution #22-2022 to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Winter a roll call vote was taken. The motion passed for Mercy Flight Inc. d/b/a Mercy EMS pro, to provide Advanced Emergency Medical Technician at the rate of \$150.00 per hour for 2022, \$160.00 per hour for 2023 and 170.00 per hour for 2024 not to exceed \$41,580.00 in 2022, not to exceed \$44,10.00 in 2023 and not to exceed \$46,620.00 in 2024. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #22-2022**

The Resolution #23-2022 was presented for the proposal from Great Lakes Environmental & Safety Consultants, Inc. to provide continual workplace safety compliance assistance for an additional one (1) year period for an amount not to exceed \$18,000.00.

Upon motion by Director Burr, seconded by Director Winter, and carried unanimously for Resolution #23-2022 to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Wamp a roll call vote was taken. The motion passed to accept the proposal from Great Lakes Environmental & Safety Consultants, Inc. to provide continual workplace safety compliance assistance for an additional one (1) year period for an amount not to exceed \$18,000.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #23-2022**

The Resolution #24-2022 was presented for the authorization to enter into a series of separate agreements with various nationally known performers to provide entertainment at the 2022 Summer Concert Series in the amount to not exceed \$350,000.00.

Upon motion by Director Winter, seconded by Director Burr, and carried unanimously for Resolution #24-2022 to be carried to the full Board.

Batavia Downs Operations Committee Report continued:

Upon motion by Director Morgan and seconded by Director Bombardo a roll call vote was taken. The motion passed to enter into a series of separate agreements with various nationally known performers to provide entertainment at the 2022 Summer Concert Series in the amount to not exceed \$350,000.00 . Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #24-2022**

The Resolution #25-2022 was presented for approval of the Days Inn of Batavia to provide accommodations for up to nine (9) grooms employed by horse owner and trainers of harness horses to rent up to four (4) rooms at the Days Inn of Batavia at the daily room rate per room \$55.50 for a single room \$51.00 for two (2) rooms, \$50.10 for three (3) rooms and \$43.30 for four (4) rooms in the amount of \$10,819.20 to be paid on a monthly basis.

Upon motion by Director Wamp, seconded by Director Bianchi, and carried unanimously for Resolution #25-2022 to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Winter a roll call vote was taken. The motion passed for the approval to provide accommodations for up to nine (9) grooms employed by horse owner and trainers of harness horses, to rent up to four (4) rooms at the Days Inn of Batavia at the daily room rate per room \$55.50 for a single room \$51.00 for two (2) rooms, \$50.10 for three (3) rooms and \$43.30 for four (4) rooms in the amount of \$10,819.20 to be paid on a monthly basis. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #25-2022**

The Resolution #31-2022 was presented for B & G Food Service Equipment the lowest responsible bidder to purchase a cooler/freezer for the 34 Rush kitchen in the amount of \$63,275.00

Upon motion by Director Bianchi, seconded by Director Burr, and carried unanimously for Resolution #31-2022 to be carried to the full Board.

Batavia Downs Operations Committee Report continued:

Upon motion by Director Morgan and seconded by Director Horton a roll call vote was taken. The motion passed for B & G Food Service Equipment the lowest responsible bidder to purchase a cooler/freezer for the 34 Rush kitchen in the amount of \$63,275.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #31-2022**

The Resolution #32-2022 was presented for TK Elevator Corporation for the replacement of six packings on the Dual 3 Stage Jacks on the Hotel elevator in the amount not to exceed \$16,583.98.

Upon motion by Director Wamp, seconded by Director Winter, and carried unanimously for Resolution #32-2022 to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Horton a roll call vote was taken. The motion passed to approve TK Elevator Corporation for the replacement of six packings on the Dual 3 Stage Jacks on the Hotel elevator in the amount not to exceed \$16,583.98. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #32-2022**

A motion by Director Winter and seconded by Director Wamp to approve the late items for the Batavia Downs Operations Committee as follows.

The Resolution #33-2022 to engage the services of Mark Loewe LLWE as live racing consultant for the period April 1, 2022 through December 31, 2022 at a rate of \$3500.00 per month.

Upon motion by Director Bianchi, seconded by Director Wamp and carried unanimously for Resolution #33-2022 to be carried to the full Board.

Upon motion to waive the rules by Director Morgan and seconded by Director Ricci a voice vote was taken and passed unanimously.

Upon motion by Director Morgan and seconded by Director Wamp a roll call vote was taken. The motion passed to engage the services of Mark Loewe LLWE as live racing consultant for the period April 1, 2022 through December 31, 2022 at a rate of \$3500.00 per month. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #33-2022**

Batavia Downs Operations Committee Report continued:

The Resolution #34-2022 for Hulme, Inc. for the recommendation by staff that a change order be entered into between Western and Hulme in the amount not exceeding \$17,208.00.

Upon motion by Director Winter and seconded by Director Bianchi and carried unanimously for Resolution #34-2022 to be carried to the full Board.

Upon motion to waive the rules by Director Morgan and seconded by Director Bombardo a voice vote was taken and passed unanimously.

Upon motion by Director Morgan and seconded by Director Bombardo a roll call vote was taken. The motion passed for the recommendation by staff that a change order be entered into between Western and Hulme in the amount not exceeding \$17,208.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #34-2022**

The Resolution #35-2022 for Trane U.S. Inc. for the proposed replacement of the chiller servicing the gaming area in the amount not to exceed \$197,755.00.

Upon motion by Director Winter and seconded by Director Bianchi and carried unanimously for Resolution #35-2022 to be carried to the full Board.

Upon motion to waive the rules by Director Morgan and seconded by Director Ricci a voice vote was taken and passed unanimously.

Upon motion by Director Morgan and seconded by Director Wamp a roll call vote was taken. The motion passed for Trane U.S. Inc. for the proposed replacement of the chiller servicing the gaming area in the amount not to exceed \$197,755.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #35-2022**

A motion made by Director Winter and seconded by Director Wamp the Batavia Downs Operations Committee meeting adjourned at 1:55 pm.

Personnel Committee Report:

Committee Chairman Winter reported the Personnel Committee was held on Wednesday March 23, 2022 at 2:05 p.m. and the following items were discussed:

Personnel Committee Report continued:

A motion was made by Director Winter to enter into Executive Session at 2:05 p.m., seconded by Director Bianchi, to discuss the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

At 2:23 p.m. a motion to adjourn Executive Session was made by Director Bassett, seconded by Director May.

Mr. William R. White, Vice President - Administration informed the Committee of a new Title of General Manager of Live Racing/Race Secretary. A motion was made by Director May, seconded by Director Wamp and carried unanimously to approve this new Title.

Staff recommends Mr. Don Hoover to the position of General Manager of Live Racing/Race Secretary for a seasonal position, seven months per year, June 1st to December 31st, at a monthly rate of \$12,000.00. A motion to approve Mr. Hoover was made by Director Bassett, seconded by Director May and carried unanimously to be brought to the full board.

Upon motion by Director Winter and seconded by Director May a roll call vote was taken. The motion passed to approve Mr. Don Hoover to the position of General Manager of Live Racing/Race Secretary for a seasonal position, seven months per year, June 1st to December 31st, at a monthly rate of \$12,000.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua.

Upon motion by Director Winter seconded by Director May the Personnel Committee meeting adjourned at 2:27 p.m.

Finance Committee Report:

Member of the Finance Committee, Director Wamp reported that the Finance Committee meeting was held on Wednesday March 23, 2022 at 2:34 p.m. and the following items were discussed.

Finance Committee Report continued:

Mrs. Jacquelyne A. Leach, Chief Financial Officer presented the Resolution #30-2022 for PNJ Computers. Staff is recommending entering into an agreement under NYS OGS Contract to provide Western 20 new HP ProDesk computers with PNJ Technology Partners for an amount not to exceed \$18,360.00.

Upon motion by Director Wamp, seconded by Director Winter, and carried unanimously for Resolution #30-2022 to be carried to the full Board.

Upon motion by Director Wamp and seconded by Director Bombardo a roll call vote was taken. The motion passed to enter into an agreement under NYS OGS Contract to provide Western 20 new HP ProDesk computers with PNJ Technology Partners for an amount not to exceed \$18,360.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #30-2022**

Mrs. Leach reviewed the February 2022 Chief Financial Officer Reports with Committee members. Mrs. Leach discussed the results of operations for branches and Batavia Downs. The Corporation will distribute \$56,135 in surcharge to member municipalities for February. Mrs. Leach also reviewed the February 2022 Batavia Downs results of operations, and provided information on credits played, net win and free play, food and beverage, hotel and other statistics.

Mrs. Leach reviewed the NYGA Weekly Numbers with Committee members, highlighting Batavia Downs Gaming net win performance through February as compared to same period 2022 and 2021.

Upon motion by Director Horton, and seconded by Director Winter, the Finance Committee meeting adjourned at 3:06 p.m.

Advertising Committee Report:

Committee Chairperson May reported that the Advertising & Promotions Committee meeting was held on Wednesday March 23, 2022 at 3:11 p.m. and the following items were discussed.

Advertising Committee Report continued:

Mr. Ryan Hasenauer, Director of Marketing delivered a presentation on the upcoming Kentucky Derby Parties. There are still over \$314,000 in uncashed tickets remaining at OTB outlets. Funds from tickets not cashed by March 31st will go to New York State.

Mr. Hasenauer showed pictures from events including the Sports and Legends Show as well as the GLOW wedding expo. Batavia Downs sponsored the Variety Club telethon. The Bally Player Tracking system is installed and staff is working through smaller issues. A preview of the upcoming concerts Music of the Stars and Abbanania were previewed.

The Resolution #27-2022 was presented for the approval of the expenditure with the United States Postal Service for postage relating to the various marketing mailers in the amount not to exceed \$250,000.00.

Upon motion by Director May, seconded by Director Horton, and carried unanimously for Resolution #27-2022 to be carried to the full Board.

Upon motion by Director May and seconded by Director Horton a roll call vote was taken. The motion passed for the approval of the expenditure with the United States Postal Service for postage relating to the various marketing mailers in the amount not to exceed \$250,000.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #27-2022**

The Resolution #28-2022 was presented for the purchase of various items including Thanksgiving items, soup and sandwich items, various linens and pots and pans to be given away to various patrons in the total amount of \$243,712.25.

Upon motion by Director May, seconded by Director Horton, and carried unanimously for Resolution #28-2022 to be carried to the full Board.

Upon motion by Director May and seconded by Director Bombardo a roll call vote was taken. The motion passed for the purchase of various items from Mark It Smart in the total amount of \$243,712.25. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #28-2022**

A motion by Director Morgan and seconded by Director Bianchi the Legislative Committee adjourned at 3:18 p.m.

Legislative Committee Report:

Committee Vice-Chairman Bombardo reported that the Legislative Committee meeting was held on Wednesday March 23, 2022 at 3:28 p.m. and the following items were discussed.

A discussion was held around the topics of Sports Betting Kiosks, Fixed Odds Horseracing and Legalization of Online Gaming.

A motion by Director Bombardo and seconded by Director Bianchi the Legislative Committee adjourned at 3:40 p.m.

Insurance Committee Report:

Committee Chairperson May reported that the Insurance Committee meeting was held on Wednesday March 23, 2022 at 3:20 p.m. and the following items were discussed.

The Resolution #26-2022 was presented to accept the proposal from Guardian Insurance to provide Western's disability coverage for 2022 not to exceed \$40,000.00.

Upon motion by Director Bassett, seconded by Director Bianchi, and carried unanimously for Resolution #26-2022 to be carried to the full Board.

Upon motion by Director May and seconded by Director Burr a roll call vote was taken. The motion passed to accept the proposal from Guardian Insurance to provide Western's disability coverage for 2022 not to exceed \$40,000.00. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #26-2022**

A motion by Director Bassett and seconded by Director Bianchi the Legislative Committee adjourned at 3:25 p.m.

Audit Committee Report:

Committee Vice-Chairperson Horton reported that the Audit Committee meeting was held on Thursday March 24, 2022 at 9:03 a.m. and the following items were discussed.

Audit Committee Report continued:

A motion was made by Director Bianchi to enter into Executive Session at 9:10 a.m., seconded by Director Burr.

At 9:15 a.m. a motion to adjourn Executive Session was made by Director Bianchi, seconded by Director May.

A review of the 2021 Audited Financial Statements were presented by Randall Shepard of The Bonadio Group.

Upon motion by Director Horton, seconded by Director Morgan, a voice vote was taken and carried unanimously to approve the 2021 Audited Financial Statements.

Branch Operations Committee Report:

Vice-Chairman of the Board Morgan reported the Branch Operations Committee meeting was held on Wednesday March 23, 2022 at 9:30 a.m. and the following items were discussed.

Ms. Dina Pane, General Manager of OTB Operations reported that the Marway capital improvement project is completed. Ms. Pane reported that she is working with the Maintenance team to refresh the Branches with paint and landscaping. She is also working with Mr. Hasenauer and the Marketing Department to try and bring more attention to the Branches. Some examples being: bringing back customer appreciation days, cross marketing branches onto the Batavia Downs social media pages and also by working on a customer loyalty giveaway/drawing program to reward customers.

Ms. Pane informed the Committee that the Dark Horse Saloon, Steuben County, is approved effective March 23, 2022. Two other locations, Salvatore's Lounge, Monroe County, which is located at the old Jefferson Road Branch location and Tommy Boys, Wayne County, are both gathering their documents and working on paperwork for an anticipated E-Z Bet location.

Ms. Pane reported that the Batavia Bets handle is down 15% from last year which we are attributing to Sports Betting. We anticipate our handle to rise once March madness is complete as that has been the trend since 2013.

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Branch Operations Committee Report continued:

The Resolution #29-2022 was presented for the Webster Lease renewal for an additional one (1) year from May 1, 2022 to April 30, 2023 in the annual rent of \$49,316.40.

Upon motion by Director Morgan and seconded by Director Burr and carried unanimously for Resolution #29-2022 to be carried to the full Board.

Upon motion by Director Morgan and seconded by Director Wamp a roll call vote was taken. The motion passed to authorize the extension of the Webster Lease for an additional one (1) year from May 1, 2022 to April 30, 2023 in the annual rent of \$49,316.40. Ayes: 9; Nays: 0; Absent: 8; Parmer-Garner; Lattimore; Warthling; Siebert; Bassett; Barnes; Lauderdale; Vacant: 1; Chautauqua. **See Resolution #29-2022**

Upon motion by Director Morgan and seconded by Director Burr the Branch Operations Committee meeting adjourned at 9:36 a.m.

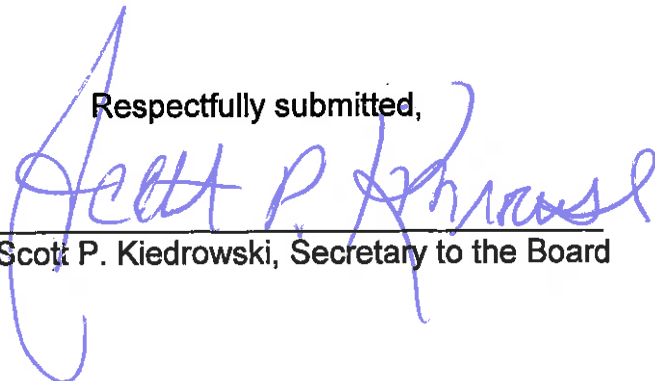
New Business:

The next Committee and Board meeting is scheduled for April 27 and 28, 2022 respectively.

Adjournment:

A motion made by Director Ricci to adjourn seconded by Director Morgan the meeting was adjourned at 10:33 a.m.

Respectfully submitted,



Scott P. Kiedrowski, Secretary to the Board

/pma

RESOLUTION #22-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") is required to maintain emergency medical services on a standby basis at its Batavia Downs Racetrack location during live meets; and

WHEREAS, the Mercy Flight Inc. d/b/a Mercy EMS ("Mercy") has in the past provided an ambulance and trained medical personnel to provide emergency medical services; and

WHEREAS, Western wishes to engage Mercy for a term commencing on July 1, 2022 and terminating on December 31, 2024; and

WHEREAS, Mercy proposes to provide Advanced Life Support (ALS) at the rate of \$165.00 per hour for 2022, \$175.00 per hour for 2023 and \$185.00 per hour for 2024; and

WHEREAS, Mercy proposes to provide Advanced Emergency Medical Technician (AEMT) at the rate of \$150.00 per hour for 2022, \$160.00 per hour for 2023 and \$170.00 per hour for 2024; and

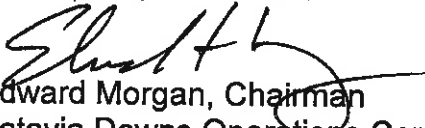
WHEREAS, Western would agree to pay Mercy for the proposed services at the above applicable rates, not to exceed \$41,580.00 in 2022, not to exceed \$44,100.00 in 2023 and not to exceed \$46,620.00 in 2024; and

WHEREAS, Mercy will continue to provide the required services as delineated in the existing agreement between the parties; now therefore

BE IT RESOLVED, that the Board of Directors of Western hereby agree to enter into an emergency medical services agreement with Mercy along the terms and conditions as set forth above for a period from July 1, 2012 through December 31, 2024; and further be it

RESOLVED, that an officer of Western is authorized to execute documentation in furtherance of this Resolution.

Respectfully submitted,


Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #22-2022 was duly put to a vote on roll call, which resulted as follow: Mercy Flight

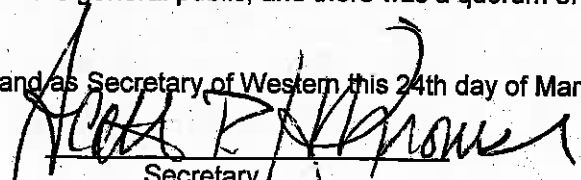
Motion by Director Morgan, seconded by Director Winter

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthing
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdaie
X					Wyoming	May

AYES 9 NAYS _____ ABSTAIN _____ ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION - #23-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its various locations including its Batavia Downs Gaming location in a safe and efficient manner, while providing the best experience available to our patrons and employees; and

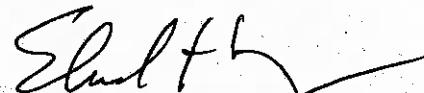
WHEREAS, Great Lakes Environmental & Safety Consultants, Inc ("Great Lakes") have provided a proposal to Western to provide continual workplace safety compliance assistance for an additional one (1) year period for an amount not to exceed \$18,000.00; and

WHEREAS, staff recommends that the Board of Western accept the proposal of Great Lakes of \$18,000.00 for an additional one (1) year period; and now therefore

BE IT RESOLVED, that Western's Board of Directors accepts the proposal of Great Lakes to provide continual workplace safety compliance for an additional one (1) year period in an amount not to exceed \$18,000.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #23-2022 was duly put to a vote on roll call, which resulted as follow: Great Lakes Environmental & Safety Consultants Inc.

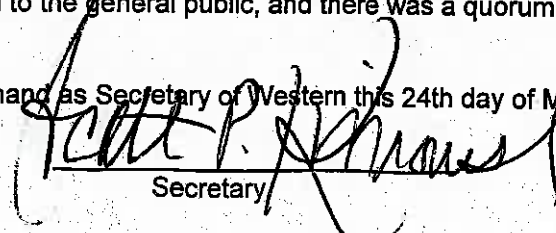
Motion by Director Morgan, seconded by Director Wamp

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #24-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") wishes to contract with a number of nationally known performers to provide entertainment at its 2022 Summer Concert Series at its Batavia Downs location; and

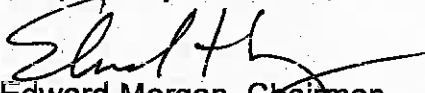
WHEREAS, Western will contract with such performers for a total cost for the 2022 Summer Concert Series in an amount not to exceed \$350,000.00; and

WHEREAS, Staff requests authorization to enter into a series of separate agreements with the various nationally known performers who will provide the entertainment at the 2022 Summer Concert Series at its Batavia Downs; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby approves that Western enter into a series of agreements with various nationally known performers to provide entertainment at Western's 2022 Summer Concert Series in an amount not to exceed \$350,000.00; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to execute all such agreements with the various performers in furtherance of this resolution.

Respectfully submitted,


Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #24-2022 was duly put to a vote on roll call, which resulted as follow: 2022 Concert Performers

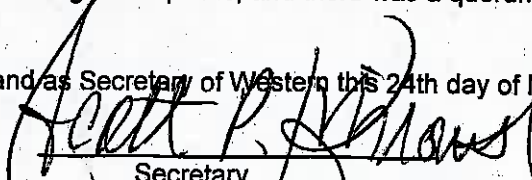
Motion by Director Morgan, seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS _____ ABSTAIN _____ ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting:

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #25-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") will conduct a live racing season commencing July 20, 2022 and concluding December 17, 2022; and

WHEREAS, Western has requested proposals from ten (10) local hotels to provide housing for grooms employed by owners or trainers of harness horses participating in races at Batavia Downs; and

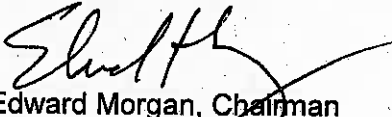
WHEREAS, Western has an agreement with the Western New York Harness Horsemen's Association ("WNYHHA") for this racing season which requires that Western provide living accommodations for up to 9 grooms employed by owners or trainers of harness horses' participating in activities at Batavia Downs during this 2022 live racing calendar year; and

WHEREAS, the Days Inn of Batavia ("Days Inn") with offices at 200 Oak Street, Batavia, New York, has proposed a lease agreement for up to four units at its facility that would accommodate the maximum 9 grooms required under the agreement with the Horsemen; and

WHEREAS, the proposal by Days Inn would require Western as the tenant to pay rent at a daily room rate per room \$55.50 for a single room \$51.00 for two (2) rooms \$50.10 for three (3) rooms and \$48.30 for four (4) rooms, which if the maximum of four (4) rooms were rented each night would amount to \$10,819.20 to be paid on a monthly basis; now therefore

BE IT RESOLVED, that the Board of Directors of the Western Regional Off-Track Betting Corporation approve the proposed agreement with Days Inn of Batavia for the subject accommodations at an amount not to exceed \$10,819.20.

Respectively submitted,


Edward Morgan, Chairman
Batavia Downs Operations Committee

March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #25-2022 was duly put to a vote on roll call, which resulted as follow: Days Inn Grooms Qtrs

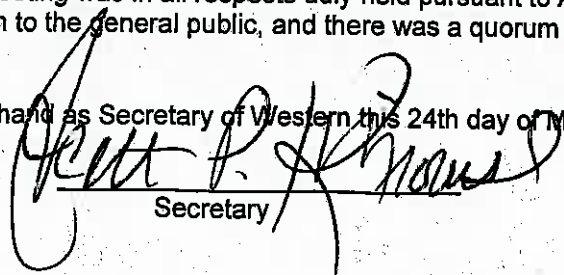
Motion by Director Morgan, seconded by Director Winter

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erle	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS _____ ABSTAIN _____ ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.



 Secretary

RESOLUTION #26-2022

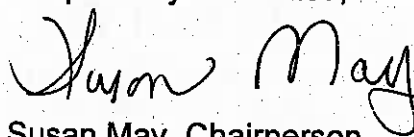
WHEREAS, the Western Regional Off-Track Betting Corporation ("Western") has received a recommendation from Western's insurance broker who has performed a New York State Disability marketing analysis in respect to Western's disability coverage for 2022; and

WHEREAS, it is being recommended to the Board of Directors of Western to accept a proposal from Guardian Insurance to provide New York State Disability coverage for Western for 2022 at the annual cost not to exceed \$40,000.00; and therefore, be it

RESOLVED, that the Board of Directors of Western hereby accepts the proposal from Guardian Insurance to provide New York State disability coverage to Western for 2022 for the amount not to exceed \$40,000.00; and further

RESOLVED, that an officer of Western is directed to execute such documents as to further this Resolution.

Respectfully Submitted,



Susan May, Chairperson
Insurance Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #26-2022 was duly put to a vote on roll call, which resulted as follows: **Guardian**

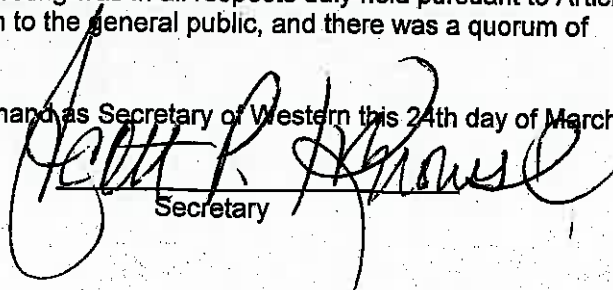
Motion by Director May, seconded by Director Burr

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #27-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") sends out various mailers through the United States Postal Service to its patrons and potential patrons to promote the Batavia Downs Gaming facility; and

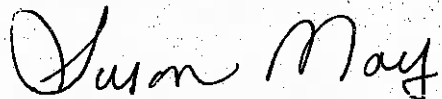
WHEREAS, staff estimates that in 2022 Western will use approximately \$250,000.00 under Permit 919; and

WHEREAS, staff recommends to the Board that Western that it approves the expenditure with the United States Postal Service in an amount not to exceed \$250,000.00: now therefore

BE IT RESOLVED, that the Board of Directors of Western hereby approves the expenditure for postage relating to the mailing of various marketing mailers and postcards with the United States Postal Service for 2022 in the amount not to exceed \$250,000.00; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to enter into an agreement in furtherance of this resolution.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #27-2022 was duly put to a vote on roll call, which resulted as follows: **Postmaster Marketing Mail**

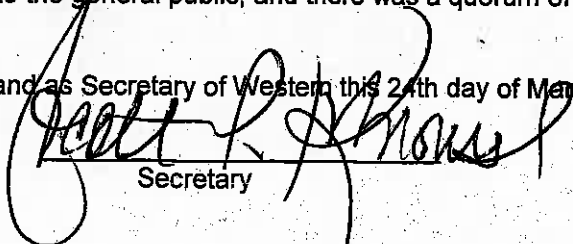
Motion by Director May, seconded by Director Horton

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garrier
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombarde
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022


 Secretary

RESOLUTION #28-2022

WHEREAS, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation ("Western") purchases various promotional items that are given away to patrons of Batavia Gaming; and

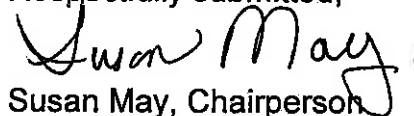
WHEREAS, has sent out an RFP requesting pricing for various items including Thanksgiving items, soup and sandwich items, various linens and pots and pans and Mark-It-Smart Inc. ("Smart") was the lowest responsible bidder to purchase those items as set forth in the attached schedule to this resolution.

WHEREAS, Staff requests that the Board approve the above referenced purchase of the various items set forth above from Smart to be given away to various patrons of Batavia Gaming in an amount not to exceed each of the specific amounts set forth in the attached schedule, and in the total amount of \$243,712.25; and therefore

BE IT RESOLVED, that the Board of Directors of Western hereby acknowledges and approves that Western enter into a series of purchase agreements with Smart for the purchase of various items including Thanksgiving items, soup and sandwich items, various linens and pots and pans to be given away to various patrons of Batavia Gaming in the total amount of \$243,712.25; and further

RESOLVED, that the Board of Directors of Western hereby authorizes an officer of Western to execute any such agreements in furtherance of this resolution.

Respectfully submitted,



Susan May, Chairperson
Advertising & Promotions Committee

Dated: March 24, 2022
Batavia, New York

Promotions Bid- Marketing
Vendor - Mark It Smart

14-Mar-22

Cutting Board	801	\$	24.85	\$	19,904.85	
Turkey Platter	804	\$	17.00	\$	13,668.00	
Roaster	804	\$	22.25	\$	17,889.00	
electric Knife	804	\$	18.35	\$	14,753.40	
				\$	66,215.25	\$ 66,215.25

9" Fry Pan	804	\$	15.25	\$	12,261.00	
11" Fry Pan	804	\$	17.75	\$	14,271.00	
Sauce Pot	804	\$	15.50	\$	12,462.00	
Sauce Pan	804	\$	22.00	\$	17,688.00	
				\$	56,682.00	\$ 56,682.00

Duvet Cover/Shams	800	\$	20.00	\$	16,000.00	
Sheet Set	800	\$	15.75	\$	12,600.00	
Comforter	804	\$	23.75	\$	19,095.00	
Mattress Pad	800	\$	19.65	\$	15,720.00	
				\$	63,415.00	\$ 63,415.00

Slow Cooker	800	\$	28.75	\$	23,000.00	
Panini Press	800	\$	16.00	\$	12,800.00	
Soup and Sand Bowl	1600	\$	13.50	\$	21,600.00	
				\$	57,400.00	\$ 57,400.00

Total						\$ 243,712.25
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WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #28-2022 was duly put to a vote on roll call, which resulted as follows: **Mark It Smart**

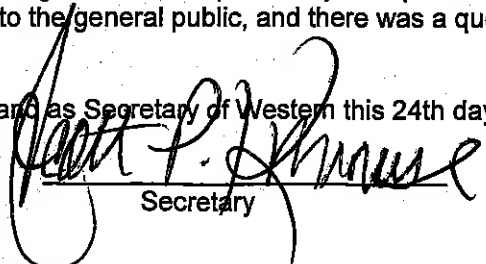
Motion by Director May, seconded by Director Burr

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #29-2022

WHEREAS, it is the responsibility of the Western Regional Off-Track Betting Corporation ("Western") to maintain a presence in Monroe County; and

WHEREAS, the Board of Directors of the Western Regional Off-Track Betting Corporation and its officers and staff recommend that the branch facility in Webster, New York continue operating; and

WHEREAS, the lease for the Webster branch located at 1764 Empire Boulevard, Webster, New York is set to expire on April 30, 2022; and

WHEREAS, Western has negotiated an extension to the lease for an additional one (1) year period from May 1, 2022 to April 30, 2023 at an annual rent of \$49,316.40; and, therefore be it

RESOLVED, that the Board of Directors of the Western Regional Off-Track Betting Corporation hereby authorize the President to enter into a Lease Extension for the Empire Boulevard location for a one (1) year period from May 1, 2022 through April 30, 2023 at the annual rent of \$49,316.40; and

BE IT FURTHER, RESOLVED, that Board of Directors of this Corporation hereby directs the President to facilitate this lease extension by taking such actions as are required.

Respectfully submitted,


Edward Morgan, Member
Branch Operations Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #29-2022 was duly put to a vote on roll call, which resulted as follow: Empire Lease Renewal

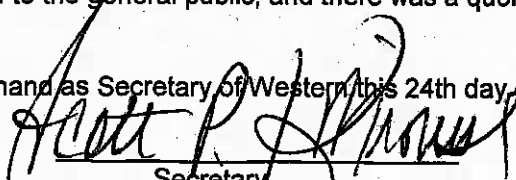
Motion by Director Morgan, seconded by Director Ricci

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION - #30-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible; and
under

WHEREAS, Western requires 20 new desktop computers for its Batavia Downs location: and

WHEREAS, Western has received a quote under NYS OGS Contract from PNJ Technology Partners ("PNJ"), as per specifications attached to provide Western 20 new HP ProDesk 405 computers for the total amount not to exceed \$18,360.00; and

WHEREAS, Staff recommends that the Board approves the purchase of 20 new computers from PNJ as set forth herein; now therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the purchase of 20 new desktop computers as set forth in the specifications attached from PNJ in an amount not to exceed \$18,360.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Thomas Wamp, Member
Finance Committee

Dated: March 24, 2022
Batavia, New York



Sales Quote

TO: Western Regional OTB Corp
ATTN: Megan Glor
QUOTE #: AAAQ47692
RE: HP PRODESK 405 G8 - 20 Units
FROM: Chad Binney
DATE: 03/08/22

Qty	Part Number	Description	Unit Price	Ext. Price
20	2J0V2AV	CTO PRODESK 405 G8 DM RCTO AMS BU DT PC Desktops Include: CTO PRODESK 405 G8 CHASIS- 2J0V2AV CTO SGL UNIT DM PKAGING -2J1A7AV CTO ES CERTIFIED -7LP70AV CTO ELECT TCO CERTIFIED LABELING -1A0Z4AV CTO AMD RYZEN7-5700GE 8C 3.20G -4F641AV CTO OS LOCALIZATION -4YH35AV CTO WIN 10 PRO 64 - 2J1D6AV CTO 16GB 2X8GB DDR4 3200 SODIMM - 2J1E4AV CTO 256GB M.2 2280 PCIE NVME TLC SSD- 2J1F5AV CTO USB 320K KB -2J0Z5AV#ABA CTO DM NO SATA HD BRKT G6 -2J0W5AV CTO WRD 320M MSE -2J1B4AV CTO HDMI PT V2 -2J3W6AV CTO NO FLEX PT 2 -2J3X2AV CTO NO WLAN -2J1A3AV CTO 65W SMART N PFC AC ADPT -2J0U2AV CTO 1/1/1 DM WTY -2J1G0AV#ABA CTO DT MINI V CHAS STND -2J0Y1AV CTO 405 G8 DM CKIT -2J0V5AV#ABA	\$918.00	\$18,360.00

NYS Umbrella Pricing PM20860

4 Weeks Lead Time

Total: \$18,360.00

Note: This pricing is valid for 30 Days from the date of this quote. All pricing is subject to change without prior notice or obligation. This quote does not contain NYS Sales Tax, Installation, or Configuration. Please make Purchase Orders payable to: PNJ Technology Partners 426 New Karner Road, Albany, NY 12205 and fax hard copy to 518-456-0152.

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #30-2022 was duly put to a vote on roll call, which resulted as follow: Computer Purchase PNJ Technology Partners

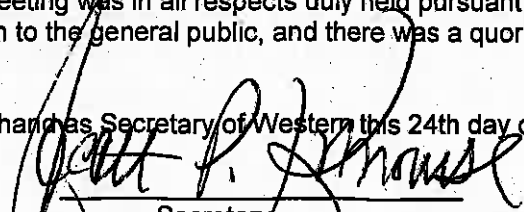
Motion by Director Wamp, seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VAGANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS _____ ABSTAIN _____ ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION - #31-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible, while providing a comfortable experience to our patrons; and

WHEREAS, Western requires that a cooler/freezer combo to be installed near Rush 34 at the Batavia Downs location; and


WHEREAS, Western has sent out an RFP requesting pricing for a cooler/freezer combo as per specifications provided and B&G Food Service Equipment ("B&G") was the lowest responsible bidder to purchase those items as set forth in the attached schedule to this resolution for the total amount of \$ 63,275.00; and

WHEREAS, Staff recommends that the Board approves the purchase of the cooler/freezer combo from B&G as set forth herein; now therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the purchase of a cooler/freezer combo from B&G in an amount not to exceed \$ 63,275.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,


Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

WALK-IN COOLER/FREEZER

- Walk-In Combination Cooler/Freezer-Outdoor Location
- 22'-11.5" X 17'- 4" X 8' high
- Two Compartment
- Interior Floor – Foamed in place 4" Urethane floor panels .100 Smooth aluminum
- Interior Walls/Ceiling/Exposed and Unexposed Exterior – 26 ga. Stucco acrylume
- 2 Hinged Walk-in Doors - 34" X 77"
 1. Flush mount magnetic
 2. Padlock deadbolt handle
 3. Programmable intelligent controller
 4. Audi visual temperature alarm with digital thermometer
 5. High/low set points-energy saver door frame heater wire
 6. Vapor proof light and switch with pilot light
- 2 each - Flex strip curtain 36"x77"
- 3" high pressure relief valve
- One-way pitch Vinyl membrane rain roof-two room
- 14"X14" heated vision window
- 3"x3" trim strips
- Door kick plate – 1/8" aluminum tread plate, 36" high
- 5" roof panels – Snow load C channel - Roof support angle
- 3/4 " Plywood underlayment in floor panel
- 2.25 HP hermetic scroll air cooled refrigeration system
Temp. -10 degrees F Freezer
Standard evaporator coil
5 year compressor warranty
Electrical 208/230/60/3 Phase amp draw: 12.2A
- 2.00 HP hermetic scroll air cooled refrigeration system
Temp. 35 degrees F Cooler
Standard evaporator coil
5 year compressor warranty
Electrical 208/230/60/3 Phase amp draw: 16A
- Intelligent Controller Plus – Wi-Fi, dry contacts, USB interface, battery backup
- 5 year System Parts with 1 year Labor Warranty

TOTAL BID PRICE \$ 63,275.00

Stan Carls
SIGNATURE

Branch Manager
TITLE

3/14/22
DATE

20-4926551
FEIN #

B & G Food Service Equipment
FIRM

841 Holt Road, Webster NY
ADDRESS 14580

CITY, STATE & ZIP CODE

(525) 797-7955
TELEPHONE # FAX #

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR BID

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #31-2022 was duly put to a vote on roll call, which resulted as follow: B & G Food Service & Equipment

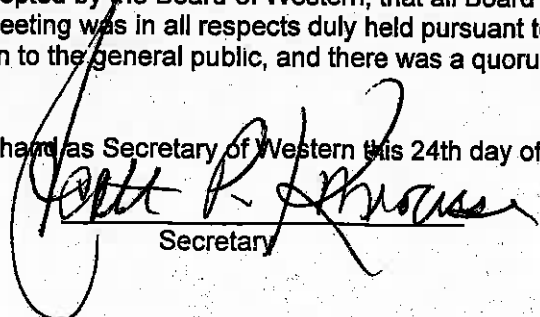
Motion by Director Morgan, seconded by Director Horton

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugus	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #32-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible, while providing a comfortable experience to our patrons; and

WHEREAS, staff requested that the Board approves the replacement of six (6) packings on the Dual 3 Stage Jacks on the Hotel elevator; and


WHEREAS, as part of the service agreement with TK Elevator Corporation ("TK") has provided Western with a proposal for the replacement of the packing for the total amount of \$16,583.98; and

WHEREAS, the Board wishes to enter into an agreement with TK for such replacement as set forth above; now, therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the proposal from TK for the replacement of six (6) packings on the Dual 3 Stage Jacks on the Hotel elevator in the amount not to exceed \$16,583.98; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

Repair Work Order



Hotel At Batavia Downs

March 17, 2022

Purchaser: Hotel At Batavia Downs
Address: 8319 Park Rd
Batavia, NY 14020-1272

Location: Hotel At Batavia Downs
Address: 8319 Park Rd
Batavia, NY 14020-1272

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Sixteen Thousand Five Hundred Eighty Three Dollars and Ninety Eight Cents (\$16,583.98)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
1	Packing and poppet	Safety

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: Paul Grange

In the event you have any questions regarding the content of this Work Order please contact me at +1 716 3099934.

We appreciate your consideration.

Regards,

Blair Lakso
TK Elevator Corporation
2745 Broadway, Suite 25
Cheektowaga NY 14227
blair.lakso@tkelevator.com | +1 716 3099934

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Packing and Poppet Valves:

TK Elevator will provide the time and material in order to replace the existing packing and poppet valves. Once the work has been completed TK Elevator will check for proper operation and return to service.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$16,583.98
Estimated tax:	8.0000	\$1,326.72
Estimated contract price:		\$17,910.70
Initial progress payment:	(50%)	\$8,955.35
Total due upon completion:	(50%)	\$8,955.35

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Hotel At Batavia Downs (Purchaser):	TK Elevator Corporation Management Approval
--	---

By: <u>Henry F. Wojtaszek</u> (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
<u>Henry F. Wojtaszek</u> (Print or Type Name)	<u>James Pettys</u> Branch Manager
<u>President & CEO</u> (Print or Type Title)	
<u>3/17/2022</u> (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



Hotel At Batavia Downs
8319 Park Rd
Batavia NY, 14020-1272

Date	Terms	Reference ID	Customer Reference # / PO
March 17, 2022	Immediate	ACIA-1YCSHPR	
Total Contract Price:			\$16,583.98
Estimated Tax:		8.0000	\$1,326.72
Estimated Invoice Amount (Incl. of taxes)			\$17,910.70
Down Payment:		(50%)	\$8,955.35

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 716 3099934. To make a payment by phone, please call 770-261-0029 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Hotel At Batavia Downs	Remit To:	
Location Name:	Hotel At Batavia Downs	TK Elevator	
Customer Number:	1256672	PO Box 3796	
Quote Number:	2022-2-1258746	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-1YCSHPR		
Remittance Amount:	\$8,955.35		

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #32-2022 was duly put to a vote on roll call, which resulted as follow: TK Elevator Corporation

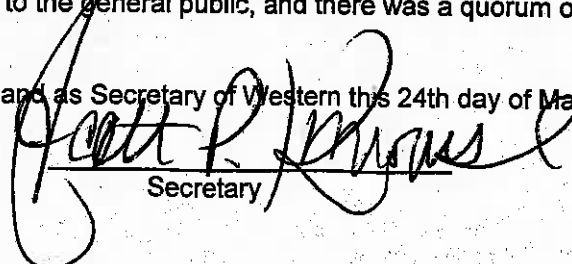
Motion by Director Morgan, seconded by Director Horton

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garnier
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #33-2022

WHEREAS, it is the responsibility of Western Regional Off-Track Betting Corporation ("Western") to provide the patrons the best experience while attending a live racing event at Batavia Downs; and


WHEREAS, Staff believes that engaging a live racing consultant for the 2022 race season would benefit the patrons, as well as Western; and

WHEREAS, Staff would recommend that the Board of Directors of Western engage the services of Mark Lowe LLWE ("Lowe") as live racing consultant for the period April 1, 2022 through December 31, 2022, at a rate of \$3,500 a month; and therefore, be it

RESOLVED, that the Board of Directors of Western hereby engages the services of Lowe as a live racing consultant for the period April 1, 2022 through December 31, 2022 for the total amount of \$31,500.00; and further

RESOLVED, that an officer of Western is authorized to execute such documentation in furtherance of the Board's resolution.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on March 30, 2022, effective as of April 1, 2022 (the "Effective Date"), between **WESTERN REGIONAL OFF-TRACK BETTING CORPORATION**, a public benefit corporation, with principal offices at 8315 Park Road, Batavia, New York 14020 ("**WESTERN**"), and Mark J. Loewe an individual with mailing address at PO Box 26, Goshen, New York 10924 ("**CONSULTANT**").

WITNESSETH:

WHEREAS, WESTERN is the owner and operator of Batavia Downs, a harness horse race track that conducts live pari-mutuel racing and wagering. Batavia Downs will conduct live racing in 2022 and desires to engage the services of **CONSULTANT**, subject to the terms and conditions hereinafter set forth; and

WHEREAS, CONTRACTOR desires to provide specialized services to **WESTERN** during the term of this agreement as set forth in Exhibit A attached hereto and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement. **WESTERN** hereby engages **CONSULTANT** and **CONSULTANT** hereby agrees to serve **WESTERN** providing professional associated services as a live racing consultant to **WESTERN**, such services being more particularly described in the attachment hereto (Exhibit A), and by reference made a part hereof. **CONSULTANT** will be referenced as "Live Racing Consultant," providing services on behalf of **WESTERN**.

a). **CONSULTANT** will provide services to **WESTERN** as "Live Racing Consultant" at Batavia Downs from April 1, 2022 through December 31, 2022. The **CONSULTANT** will be paid \$3,500.00 per month during this nine (9) month period.

2. Term. The term of this Agreement will commence on April 1, 2022 and will continue until December 31, 2022.

3. Participation in Benefit Plans. **CONSULTANT** shall not be entitled to participate in or receive benefits under any benefit plans offered to **WESTERN**'s employees, including but not limited to health care, dental care, pension, unemployment benefits, workers compensation or disability benefits eligibility.

4. Proprietary Work, Product and Confidential Information.

CONSULTANT acknowledges and agrees that as a result of the services to be provided hereunder, **CONSULTANT** may acquire knowledge and information of a secret and confidential nature. **CONSULTANT** further acknowledges and agrees that this information constitutes valuable property of **WESTERN**, and also that confidential information of others may be received by **WESTERN** with restrictions on its use and disclosure. Accordingly, **CONSULTANT** agrees that:

(i) **CONSULTANT** shall not, at any time during the term of this Agreement or thereafter, disclose to anyone outside **WESTERN** or use in other than **WESTERN** business any secret or confidential information of **WESTERN** or its subsidiaries or affiliates, except as authorized by **WESTERN**. **WESTERN** information which is not readily available to the public shall be considered secret and confidential for the purpose of this Agreement and shall include, but not be limited to, information relating to **WESTERN**, its customers, processes, products apparatus, data, compounds, business studies, business and contracting plans, business procedures and finances;

(ii) **CONSULTANT** shall not, at any time during the term of this Agreement or thereafter, disclose to any other person or use secret or confidential information of others, which, to the knowledge of **CONSULTANT**, has been disclosed to **WESTERN** with restriction on the use or disclosure thereof, in violation of those restrictions.

(iii) Notwithstanding the foregoing, **CONSULTANT** shall not be liable for the disclosure of information, which may otherwise be deemed confidential hereunder, if:

(a) the information is in, or becomes part of, the public domain, other than by **CONSULTANT**'s disclosure of the information;

(b) the information is furnished to a third party by **WESTERN** without restriction on the third-party's right to disseminate the information;

(c) the information is disclosed with **WESTERN**'s written approval; or

(d) the information is compelled to be revealed via subpoena, civil investigative demand or other judicial or administrative process.

The provisions of this Section 5 shall survive the termination or expiration of the term of this Agreement.

5. Indemnification. **WESTERN** hereby agrees to indemnify and hold harmless **CONSULTANT** to the full extent lawful, from and against any and all losses, claims, damages or liabilities (collectively, "Losses") incurred by him. **WESTERN** shall have no obligation to indemnify and hold harmless **CONSULTANT** in respect of any Losses or expenses which are finally judicially determined to have resulted from the gross negligence or willful misconduct of **CONSULTANT** in fulfilling its duties under this agreement.

6. Assignment. Neither party may assign its rights or its obligations under this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State and any dispute resolution brought shall be initiated in New York Supreme Court with venue in Genesee County.

8. Amendments. No amendment or modification of any provision of this Agreement shall be effective unless made in a writing signed by each of the parties hereto which specifically references this Agreement.

9. No Waiver; Cumulative Remedies. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude the exercise of any other right, power or remedy. The remedies herein provided are cumulative and not exclusive of any remedies available at law or in equity.

10. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Independent Contractor Relationship: **CONSULTANT** shall serve as an independent contractor to **WESTERN** pursuant to the terms and conditions of this Agreement, and this Agreement does not create and shall not be construed to create a relationship of principal and agent, joint venture, partnership, employer and employee, master and servant or any similar relationship between **CONSULTANT** and **WESTERN**, and the parties hereto expressly deny the existence of any such relationship.

CONSULTANT acknowledges that the sums paid to **CONSULTANT** by **WESTERN** are, under ordinary circumstances, subject to federal and state income taxes; that the sums paid to **CONSULTANT** are "gross" payments without any deduction retained by **WESTERN** for such federal or state income taxes, FICA or other such associated obligations; and that **WESTERN** has no obligation nor makes any payments under provisions of federal or state labor or tax laws, and that **CONSULTANT** may be obliged to make payments in lieu thereof.

13. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, communications, power, and electronic failures, including common carrier failures, Internet service provider disruptions, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence. If any of the above results in the discontinuance of the live race season beyond the control of either party, either party shall give the other prompt written notice of such occurrence, and any and all future obligations under this agreement are deemed terminated.

IN WITNESS WHEREOF, each party has executed and delivered this Agreement by its duly authorized officer as of the Effective Date.

Western Regional Off-Track Betting Corporation

Dated: 3/30/22

By Henry F. Wojtaszek
Henry F. Wojtaszek
President/CEO/General Counsel

Consultant

Dated 3/30/22

By Mark J. Loewe
Mark J. Loewe

EXHIBIT A

Consultant agrees to the following duties:

- Will work with staff to oversee the improvement and development of Western's live racing product at its Batavia Downs location.
- Will assist with the implementation and execution of regulatory policy, while working closely with the NYS Gaming Commission.
- Will help train Batavia Downs racing staff, ensuring all such staff are competent and knowledgeable of regulations, laws and policies relative to harness racing in NY State.
- Will participate in key industry conferences and meetings to maintain knowledge of current gaming issues and best practices, while establishing relationships with other gaming regulators and jurisdictions.
- Will perform other related duties as may be required.

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

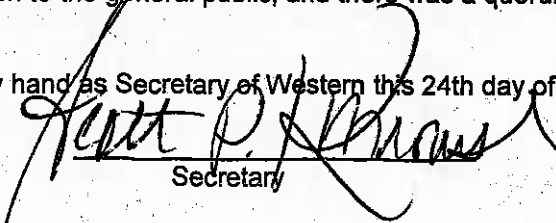
The question of the adoption of the foregoing Resolution #33-2022 was duly put to a vote on roll call, which resulted as follow: Live Racing Consultant Mark Lowe, LLWE
 Motion to Waive the Rules by Director Morgan, seconded by Director Ricci
 Motion by Director Morgan, seconded by Director Wamp

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #34-2022

WHEREAS, Western previously entered into an agreement with Edward Hulme, Inc. ("Hulme") for the construction of a new warehouse and cold storage facility at its Batavia Downs location; and

WHEREAS, staff is recommending that a change order be entered into between Western and Hulme, whereby Hulme would make various changes to the sidewalk portion of the project, as more particularly set forth in the attached change order proposal; and

WHEREAS, Hulme has proposed to make the changes as set forth for the amount of \$17,208.00; and, therefore be it

RESOLVED that the Board of Directors of Western hereby authorize the change order as attached hereto and to accept the proposal of Hulme to conduct such work in an amount not exceeding \$17,208.00; and further

RESOLVED, that an officer of Western is authorized to execute such documentation in furtherance of the Board's approval of this resolution.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York



EDWARD HULME, INC.
 17 East Buffalo Street
 Warsaw, New York 14569
 585-786-5880 Fax 585-786-8269

Western Regional Off-Track Betting Corp.
 8315 Park Road
 Batavia, NY 14020

Change Order: 3
 Date 3/14/22
 MC/Change Order 21
 Batavia Downs Warehouse

We hereby agree to make the change(s) specified below:
 Owner has requested the following changes: Sidewalk changes

Add (1) full day to excavate and prep for extra 20' x 19' concrete pad with two trench drains. (Dimensions of pad off 5' sidewalk will be 15' x 19') Remove any spoils generated from the site. Furnish and install 4" of 2" crusher run (7 ton) and tamp for compaction. Furnish and set two trench drains with 10' of pipe in added pad at top of ramp and tie in to downspout drain. BVM to form, pour, strip, broom finish, & sawcut added concrete (2.25 yds).

Add 12" to original concrete sidewalk that was 4'. The new sidewalk will now be 5' wide leading up to 15' x 19' pad. Additional 2" crusher run (2 ton) will be required, added concrete (1 yd), welded wire mesh and BVM labor to pour.

Add time to sawcut asphalt for downspout trench and remove spoils from site. Furnish and install 2" crusher run (30 ton) backfill over pipe and compact in 12" lifts. Furnish and install 3" of #3 binder (5 ton) and roll for compaction.

Backfill gutter downspout pipe with onsite material next to the building and with 2" crusher run in parking lot. Compact in 12" lifts. Grout downspout pipe in catch basin. Pipe will be installed by others.

Add (1) full day to install non-woven geotextile fabric with surge stone (rip-rap) on hill slope. (60 ton)

Add (1/2) day to install 4" of clean #2 stone (3 ton) on top of non-woven geotextile fabric along the building for backfill around added gutter drain pipe.

Total Add \$ 17,208.00

<u>PREVIOUS CONTRACT</u>	<u>\$345,092.20</u>
<u>INCREASE THIS CHANGE ORDER</u>	<u>\$ 17,208.00</u>
<u>NEW CONTRACT TOTAL</u>	<u>\$362,300.20</u>

Note: This change order becomes part of and in conformance with the existing contract. A two percent per month service charge will be added to all accounts not paid within 30 days of first billing. In the event of default, if this account is placed in the hands of attorneys for collection, buyer agrees to pay all costs and expenses incurred, including reasonable attorney's fees of 25%.

WE AGREE hereby to make the change(s) specified above at this price => ADD \$17,208.00
Date _____ Previous Contract Amount \$345,092.20

Authorized Signature  Revised Contract Total \$362,300.20

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions specified in original contract unless otherwise stipulated.

Date of Acceptance _____

Signature _____

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #34-2022 was duly put to a vote on roll call, which resulted as follow: Edward Hulme, Inc

Motion to Waive the Rules by Director Morgan, seconded by Director Bombardo passed unanimously

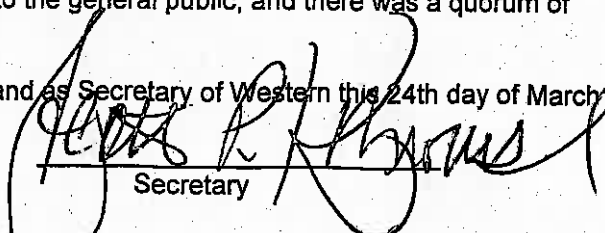
Motion by Director Morgan, seconded by Director Bombardo

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erle	Warbling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022


 Secretary

RESOLUTION #35-2022

WHEREAS, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its Batavia Downs location in the most efficient manner possible, while providing a comfortable experience to our patrons; and

WHEREAS, staff requested that the Board replace the Chiller servicing the gaming area at its Batavia Downs location; and

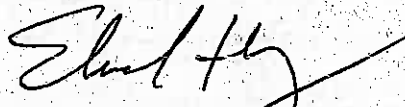
WHEREAS, as part of OMNIA Contract #15-JLP-023, Trane U.S. Inc. ("Trane") has provided Western with a proposal for the replacement of the Chiller, as more particularly described in the attached proposal, for the total amount of \$197,755.00; and

WHEREAS, the Board wishes to enter into an agreement with Trane for such replacement as set forth above; now, therefore

BE IT RESOLVED, that the Western's Board of Directors hereby approves the proposal from Trane for the replacement of Chiller at its Batavia Downs location in an amount not to exceed \$197,755.00; and

BE IT FURTHER RESOLVED, that an officer of Western is hereby authorized to execute an agreement that reflects the Board's actions.

Respectfully submitted,



Edward Morgan, Chairman
Batavia Downs Operations Committee

Dated: March 24, 2022
Batavia, New York



Trane U.S. Inc.
45 Earhart Drive, Suite 103, Buffalo, NY 14221

Phone: 716-626-7522
Fax: 716-626-9412

Proposal # 3207560 per OMNIA Contract # 15-JLP-023, Proposal # 48-752496-22-001

This proposal is valid till March 28, 2022. After this date there is a scheduled price increase of 10%
March 21, 2022

Megan Glor

Site Address:
Same

Western Regional OTB
8315 Park Road
Batavia, NY 14020
U.S.A.

ATTENTION: Megan Glor

PROJECT NAME: New Trane Chiller # 1

We are pleased to offer you this proposal for performance of the following services for the Equipment listed per the OMNIA Contract # 15-JLP-023, Proposal # 48-752496-22-001. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

SCOPE OF SERVICE

A. CHILLER REPLACEMENT

Recover refrigerant from chiller per EPA requirements

Store refrigerant in drums and dispose

Rig old chiller out and disposal

Add to existing concrete housekeeping pad to fit new chiller

Disconnect piping and raise isolation valves to accommodate rigging and new chiller

Supply and install new Trane chiller with the following features:

- 167 tons
- EVAP: 400 GPM of 20% PG from 54.4 to 44 F
- COND: 500 GPM of water from 85 to 94.7 F
- Condenser water regulating valve with controls to accommodate cold weather startup
- 460/60/3
- Premium Efficiency
- 2 pass evaporator / 2 pass condenser
- Full factory refrigerant charge of R134A
- Shrink wrapped for shipping to protect from salt
- Factory insulation
- Wye-Delta closed transition starter
- Circuit breaker
- BacNet connection
- Neoprene isolators

- IFM Flow switch (non-paddle style)
- 1-year compressor warranty
- 1 year parts and labor warranty
- Reconnect all piping and insulate
- Supply and install new relief valve piping to outdoors. Cut concrete wall and seal as required.
- Check, test and startup
- Owner to provide tax exempt certificate
- All labor, material, travel, supervision, insurance and freight are included for above scope

Net Price chiller	\$107,160.00
Net Price for Trane chiller install	<u>\$ 57,820.00</u>
NET PRICE:	\$164,980.00 USD
Option add for 2-5 year compressor warranty	<u>\$ 2,975.00</u>
NET PRICE PORTION A	\$167,955.00

By others:

Disconnect/reconnect all power and control wiring

B CHILLER PLANT PUMP CONTROL UPGRADE

- Lockout/tagout equipment
- Demo obsolete portion of Syscon panel that will no longer be used
- Supply and install new Trane DDC controllers to control 3 CHW primary pumps, 3 CHW secondary pumps & VFDs, 3 Condenser water pumps and 3 chillers
- Supply and install necessary current transformers, relays, sensors
- Supply and install all control wiring
- Program controllers for needed sequence of operation
- Connect Trane chillers into system for trending and troubleshooting
- Supply and create owner operator graphical interface panel
- Setup Trane remote monitor application
- Check, test and startup
- Owner to provide tax exempt certificate
- All labor, material and travel are. included

NET PRICE PORTION B: \$29,800.00

Clarifications:

- Existing pressure gauges, pump proofs, H/O/A switches to be reused
- All work to be performed during normal hours
- No sales or use taxes are included.
- Work should be performed during winter months when chillers are off for the season

PRICING AND ACCEPTANCE

NET PRICE PORTION A	\$167,955.00
NET PRICE PORTION B	\$ 29,800.00
TOTAL NET PRICE PORTION A & B	\$197,755.00

TOTAL NET PRICE ACCEPTED \$ _____
CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. Project is tax exempt
5. **This proposal is valid till March 28, 2022. After this date there is a scheduled price increase of 10%**

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Ronald Swanson
Account Manager
Cell: (716) 818-6290

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
_____ Authorized Representative
_____ Printed Name
_____ Title
_____ Purchase Order
_____ Acceptance Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. **Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
4. **Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
5. **Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
6. **Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
7. **Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
8. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
9. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
10. **Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
11. **Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
 - (a) Any guarantee of room conditions or system performance;

- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR**

CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its Insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or

territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the foregoing Resolution #35-2022 was duly put to a vote on roll call, which resulted as follow: Trane U.S. Inc

Motion to Waive the Rules by Director Morgan seconded by Director Ricci voice vote passed unanimously

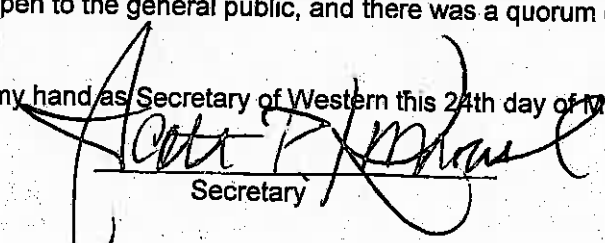
Motion by Director Morgan, seconded by Director Ricci

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmier-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Wartbling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

RESOLUTION #36-2022

WHEREAS, Western Regional Off-Track Betting Corporation ("Western") Western has entered into a contract for the sale of 969 McKinley Avenue, Buffalo, New York to Alaskan Properties I LLC, on behalf of itself or an entity formed or to be formed ("Alaskan") in the amount of \$900,000.00; and

WHEREAS, as part of the due diligence performed by Alaskan, certain issues have arisen in respect to the condition of the property; and

WHEREAS, based on the issues revealed as part of the due diligence performed by Alaskan, staff is recommending to Western that the purchase price for the property be reduced to \$830,000.00; and now therefore be it

RESOLVED, that the Board of Directors of Western approves and accepts the reduction and agrees to the amended purchase price of \$830,000.00 to be paid by Alaskan for the real property located at 969 McKinley Parkway, Buffalo, New York; and

BE IT FURTHER, RESOLVED, that Board of Directors of Western authorize an Officer to execute an amended sale contract for this transaction.

Respectfully submitted,


Michael D. Horton, Vice-Chairman
Branch Operations Committee

Dated: March 24, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the approval of the Price Reduction-McKinley was duly put to a vote on roll call, which resulted as follow:

Motion to Waive the Rules by Director Morgan, seconded by Director Bombardo passed unanimously

Motion by Director Morgan, seconded by Director Ricci

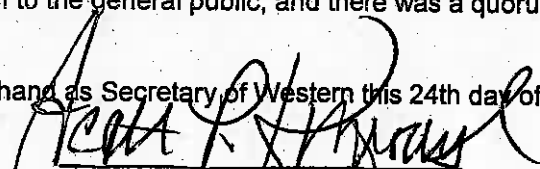
#36-2022

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Ganger
X					Cattaraugus	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS _____ ABSTAIN _____ ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.



 Secretary

RESOLUTION #37-2022

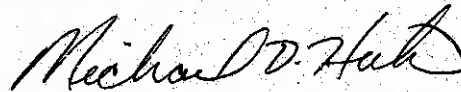
WHEREAS, Western Regional Off-Track Betting Corporation ("Western") wishes to reduce its presence in Niagara County; and

WHEREAS, the Board of Directors of Western, upon recommendation from its officers and staff, recommend that the branch facility located on Military Road in Niagara Falls, New York be closed as of March 31, 2022; and therefore, be it

RESOLVED, that the Board of Directors of the Western hereby approve the closing of the Military Road branch in Niagara County as of March 31, 2022 and begin the process of listing the property for sale; and

BE IT FURTHER, RESOLVED, that Board of Directors of Western authorize an Officer to take such actions as are required to close the branch, terminate the existing lease with the vendor and list the property for sale.

Respectfully submitted,



Michael D. Horton, Vice-Chairman
Branch Operations Committee

Dated: March 31, 2022
Batavia, New York

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the approval of the Closing of Military Rd. Branch was duly put to a vote on roll call, which resulted as follow:

Waive the Rules motion by Director Morgan seconded by Director May passed unanimously
 Motion by Director Morgan, seconded by Director Burr

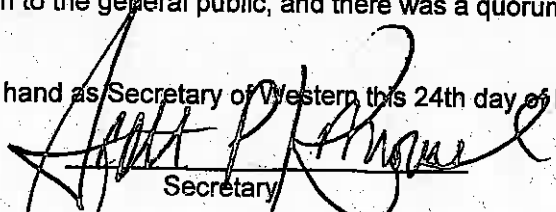
#37-2022

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

The question of the adoption of the approval of General Manager of Live Racing /Race Secretary was duly put to a vote on roll call, which resulted as follow:

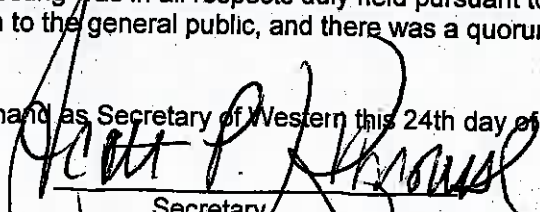
Motion by Director Winter, seconded by Director Morgan

AYE	NAY	ABSTAIN	ABSENT	VACANT	COUNTY	DIRECTOR
			X		Buffalo	Parmer-Garner
X					Cattaraugs	Burr
			X		Cayuga	Lattimore
			X		Chautauqua	
			X		Erie	Warthling
X			X		Genesee	Siebert
X					Livingston	Wamp
X					Monroe	Bianchi
X					Niagara	Winter
X					Orleans	Morgan
X					Oswego	Bombardo
X			X		Rochester	Bassett
			X		Schuyler	Barnes
X					Seneca	Ricci
X					Steuben	Horton
X			X		Wayne	Lauderdale
X					Wyoming	May

AYES 9 NAYS ABSTAIN ABSENT 8

I, the undersigned Secretary of the Western Regional Off-Track Betting Corporation ("Western") does hereby certify that the above resolution was duly adopted by the Board of Western, that all Board members had due notice of said meeting, the the meeting was in all respects duly held pursuant to Article 7 of Public Officers Law, that said meeting was open to the general public, and there was a quorum of Board members present throughout the meeting

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of Western this 24th day of March 2022.


 Secretary