

## RESOLUTION - #01-2023

**WHEREAS**, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to operate its gaming operation in the most efficient manner, while providing the best experience to our customers; and

**WHEREAS**, Western requires a totalisator system which will have as its principal components a core wagering engine, a core wagering application, customer interface devices, advance deposit wagering, as well as other components such as communication network, compliance and site-specific parameters: and

**WHEREAS**, in response to such needs, Western issued an RFP for a totalisator system and received two (2) responses: and

**WHEREAS**, based upon the analysis attached hereto, staff is recommending that Western accept the proposal from United Tote, with address at 600 North Hurstbourne Parkway, Louisville, Kentucky ("United") to provide a totalisator system and that Western enter into a five (5) year agreement with United to provide Western with the totalisator system as per the amounts set forth; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agree to enter into an agreement with United to provide a totalisator system for a five (5) year period for the amounts set forth hereto; and

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

Respectfully submitted,  
Ken Lauderdale, Chairman  
Finance Committee

Dated: January 19, 2023  
Batavia, New York

Resolution #01-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Lauderdale and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



**Labor Included in Tote Service Fee**

|                                 | United Tote   |
|---------------------------------|---------------|
| Tote Service Fee Minimum Year 1 | \$ 558,162.00 |
| Tote Service Fee Minimum Year 2 | \$ 574,907.00 |
| Tote Service Fee Minimum Year 3 | \$ 592,154.00 |
| Tote Service Fee Minimum Year 4 | \$ 609,919.00 |
| Tote Service Fee Minimum Year 5 | \$ 628,216.00 |

|   |               |
|---|---------------|
| Annual Wide Area Network Charge (Includes delivery of all routers, UPSs, EL2, switches and continued management of all primary circuits for the branches) | \$ 125,000.00 |
| Annual State Settlement Reporting Fee   | \$ 32,500.00  |
| One time set-up fee for above (Fee will be waived if United Tote remains Western's Tote provider)   | \$ 15,000.00  |
| Player's Bank Terminal 1  | \$ 18,500.00  |
| Player's Bank Terminal 2  | \$ 18,500.00  |
| Maintenance Fee Per Unit - \$250 monthly-negotiated to \$200  | \$ 4,800.00   |
| Consumables - Ticket Stock  | \$ 30,000.00  |

|   |         |
|---|---------|
| Estimated United Tote Total-First year/annual | 787,462 |
|---|---------|

reduction taken compared to last year

|                                 | Global Tote   |
|---------------------------------|---------------|
| Tote Service Fee Minimum Year 1 | \$ 425,000.00 |
| Tote Service Fee Minimum Year 2 | \$ 437,750.00 |
| Tote Service Fee Minimum Year 3 | \$ 450,882.50 |
| Tote Service Fee Minimum Year 4 | \$ 464,408.98 |
| Tote Service Fee Minimum Year 5 | \$ 478,341.25 |

|   |               |
|---|---------------|
| Annual Labor to increase by 3% annually | \$ 310,000.00 |
|---|---------------|

|   |               |
|---|---------------|
| Annual Terminal Hardware and Software Fee | \$ 172,134.00 |
| Annual <i>Host Track</i> Settlement Fees  | \$ 18,000.00  |
| Consumables - Ticket Stock                | \$ 30,000.00  |

|   |         |
|---|---------|
| Estimated Global Tote Total-First year/annual | 955,134 |
|---|---------|

## RESOLUTION #02-2023

**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**, Western has sent out an RFP requesting pricing for Buffalo Bills Clogs, Coaster Sets, Backpacks and Coolers and Mark-It-Smart Inc. (“Smart”) located at 128 East Dyer Road, Santa Ana, California 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 Buffalo Bills items to be used as promotional items 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 \$51,878.96; 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 Buffalo Bills items to be given away to various patrons of Batavia Gaming in the total amount of \$51,878.96; 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: January 19, 2022  
Batavia, New York

Resolution #02-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director May and seconded by Director Horton which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## Pauline Andrews

---

**From:** Ryan Hasenauer  
**Sent:** Wednesday, February 8, 2023 3:23 PM  
**To:** Ian MacLellan  
**Cc:** Pauline Andrews  
**Subject:** RE: invoice for recently passed Bills Items

Do you have it in some sort of PDF document?

Thanks,

Ryan Hasenauer  
Director of Marketing  
Batavia Downs Gaming/WROTB  
Phone: 585-343-3750 ext. 6308

---

**From:** Ian MacLellan <IanM@markitsmart.com>  
**Sent:** Wednesday, February 8, 2023 3:22 PM  
**To:** Ryan Hasenauer <rhasenauer@westernotb.com>  
**Cc:** Pauline Andrews <pandrews@westernotb.com>  
**Subject:** RE: invoice for recently passed Bills Items

Ryan and Pauline,

Buffalo Bills Clogs: 800 units x \$25.75  
Buffalo Bills Backpack: 792 units x \$10.93  
Buffalo Bills Cooler: 792 units x \$13.89  
Buffalo Bills Coaster: 792 units x \$14.16

### Ian MacLellan

Sr. Account Executive  
Mark-it Smart, Inc.  
**Direct: 714.673.6409**  
Cell: 949.375.6686  
Fax: 714.673.6401  
[www.markitsmart.com](http://www.markitsmart.com)



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## RESOLUTION #03-2023

**WHEREAS**, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation (“Western”) contracts with local venues to provide entertainment event tickets for a certain level of our patrons, as well as for special promotions; and

**WHEREAS**, Western has been provided an opportunity to utilize a suite from Buffalo Bills LLC, 1 Bills Drive, Buffalo, New York (“Bills”) for the Buffalo Bills 2023, 2024, 2025 and 2026 seasons in the total amount not to exceed \$109,000 for 2023, \$113,000 for 2024, \$117,000 for 2025 and \$117,000 for 2026; and

**WHEREAS**, Staff recommends that Western enter into an agreement with the Bills for the purchase a licensing fee and tickets for the use of a suite for the Buffalo Bills 2023, 2024, 2025 and 2026 season; and therefore

**BE IT RESOLVED**, that the Board of Directors of Western hereby agree to purchase the licensing fee and tickets from the Bills for the Buffalo Bills 2023, 2024, 2025 and 2026 seasons in the amount of \$109,000 for the 2023 season, \$113,000 for the 2024 season, \$117,000 for the 2025 season and \$117,000 for the 2026 season; and further

**RESOLVED**, that the Board of Directors of Western hereby authorizes an officer of Western to execute an agreement with the Bills in furtherance of this resolution.

Respectfully submitted,  
Susan May, Chairperson  
Advertising & Promotions Committee

Dated: January 19, 2023  
Batavia, New York

Resolution #03-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director May and seconded by Director Siebert which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



# Buffalo Bills, LLC Suite License and Ticket Purchase Agreement

## License Term and License Fee

**SUITE#: 130B**

**ACCOUNT # 7561082**

**1. LICENSEE**

**Name of Licensee:** Batavia Downs Gaming  
**Contact:** Henry Wojtaszek  
**Address 1:** 8315 Park Rd.  
**Address 2:**  
**City, State, Zip:** Batavia, NY 14020  
**Phone Number:** (585) 343-3750 ext 308  
**Fax Number:**  
**Email Address:** hwojtaszek@westernotb.com  
**Number of Seats:** 16

**2. TERM**

The term of this Agreement shall commence **March 1, 2023** and terminate **February 28, 2026** unless terminated sooner or extended pursuant to the Terms and Conditions attached hereto as Appendix A.

**3. LICENSE FEE**

In consideration for the license to use the Suite on the Terms and Conditions attached hereto in Appendix A, Licensee agrees to pay to Licensor the license fee amounts shown below in accordance with the payment schedule attached hereto in Section 1.3 of Appendix A to this Agreement (the "License Fee"). In the event the Option Year (as defined) is exercised, the 2026-27 Season License Fee shall be equal to the 2025-26 Season License Fee shown below.

| <i>THREE SEASON TERM</i> | <b>2023-24</b> | <b>2024-25</b> | <b>2025-26</b> |
|--------------------------|----------------|----------------|----------------|
| Total License Fee Due    | \$86,000       | \$90,000       | \$94,000       |

Licensee acknowledges and agrees to be bound by this Suite License and Ticket Purchase Agreement and the Terms and Conditions attached hereto. In addition, Licensee agrees to observe all rules, regulations, and policies pertaining to use of the Suite and attendance at Stadium events, including, without limitation, any modification that may be adopted or administered by Licensor, Erie County or other regulatory body from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

**BUFFALO BILLS, LLC (LICENSOR):**

**BATAVIA DOWNS GAMING (LICENSEE):**

BY: Chris Colleary  
DocuSigned by: 0A4233018AED43A  
Name: Chris Colleary  
Title: VP, Ticket Sales & Service  
Date: 2/7/2023

BY: Henry Wojtaszek  
DocuSigned by: 8800071081F08C2  
Name: Henry Wojtaszek  
Title: President/CEO  
Date: 2/7/2023

- Appendix A – Terms and Conditions
- Appendix B – Stadium Diagram
- Appendix C – Furniture, Fixtures, and Equipment
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## Appendix A

### Terms and Conditions of Suite License and Ticket Purchase Agreement

#### 1. LICENSE GRANT, TERM, AND FEE

- 1.1 Licensor hereby grants a license to Licensee and Licensee hereby receives a license from Licensor to **SUITE #130B** (the "Suite") in the football stadium known as Highmark Stadium located in Orchard Park, New York (the "Stadium") at which stadium the Buffalo Bills football team plays its home football games as of the execution of this Agreement (as designated in the Master Diagram of the Stadium attached to this Agreement as Appendix B).
- 1.2 The license shall be for the term of **Three (3)** National Football League seasons (each, an "NFL Season", collectively, the "NFL Seasons") commencing **March 1, 2023** and terminating on **February 28, 2026** (the "Term") unless terminated sooner or extended, as provided for herein. There shall be no right of renewal. In the event that Licensor intends to, and thereafter does in fact, host Buffalo Bills football home games at the Stadium (which refers solely to the existing stadium known as Highmark Stadium as of the execution of this Agreement (as defined herein) during the 2026-27 National Football League season, then Licensee shall have the option to extend this License for a fourth (4<sup>th</sup>) NFL Season (the "Option Year") under payment terms described herein and the License Fee for the Option Year shall be equal to the License Fee for the third (3<sup>rd</sup>) NFL Season hereunder. Licensee must notify Licensor in writing no later than by 5:00 PM (EST) on February 28, 2025 in order to exercise the Option Year extension; if the Option Year is properly exercised, the Term will include the Option Year. For the avoidance of doubt, Licensee shall have no right to the Option Year if the Licensor is hosting its home football games for the 2026-27 NFL Season in any other stadium, including a new stadium, known by any name.
- 1.3 Licensee agrees to pay Licensor the amounts set forth on the first page of this Suite License and Ticket Purchase Agreement (this "Agreement") as the License Fee for the Suite. In the event that the Buffalo Bills are scheduled to play one of its designated home games at an international venue impacting Licensor's home game schedule, Licensor shall reduce the License Fee for such NFL Season accordingly. In addition to the License Fee, Licensee shall pay Licensor for the prescribed amount of tickets for each of the Games (as defined herein) as set forth in Paragraph 5.1 of this Agreement (the "Suite Tickets"). For each NFL Season of the Agreement, the fees due for such NFL Season shall be payable in equal one-fourth installments on March 1<sup>st</sup>, April 1<sup>st</sup>, May 1<sup>st</sup> and June 1<sup>st</sup> in advance of each respective NFL Season unless otherwise expressly stated.
- 1.4 In addition to the License Fees, Ticket Fees, and other fees referenced in this Agreement, Licensee shall be responsible for any and all sales, use, or other excise taxes that may be applicable to the subject matter of this Agreement.

#### 2. SCOPE AND PURPOSE OF LICENSE

- 2.1 Licensee understands and agrees that the license is granted for the purpose of permitting Licensee to view from the Suite preseason and regular season Buffalo Bills professional NFL football games presented by the Licensor in the Stadium during each NFL Season of the Term (the "Games"). Licensee shall be entitled to exclusive use of the Suite for said purpose.
- 2.2 On the terms and conditions set forth herein, Licensee's license of the Suite shall be for the Games, and for no other events, whether or not related to professional football, which may be held from time to time at the Stadium. If another public event (meaning an exhibition (of whatever nature) intended for public consumption for which tickets will be sold, other than a Game; for example, a home playoff game or concert open to the public) is scheduled to be exhibited at the Stadium (a

“Stadium Event”), Licensee shall have the option to purchase Suite Tickets for the purpose of viewing the Stadium Event. If a Stadium Event is scheduled for presentation at the Stadium, Licensor shall provide written notice of the Stadium Event to Licensee informing Licensee of the details of the Stadium Event, including the fee for the Suite Tickets and any applicable deadlines (the “Stadium Event Notice”). Upon receipt of the Stadium Event Notice, if Licensee desires to purchase Suite Tickets for the Stadium Event, Licensee must notify Licensor that it will purchase Suite Tickets for such Stadium Event by the earlier of: (i) thirty (30) days from the date of the Stadium Event Notice or (ii) such earlier deadline that may be specified in the Stadium Event Notice (the “Stadium Event Acceptance Deadline”). Licensee acknowledges and agrees that Licensor shall control the terms and conditions upon which Licensee may purchase Suite Tickets for a Stadium Event; including, without limitation, the purchase price for each Suite Ticket, the minimum number of Suite Tickets that must be purchased by Licensee for such Stadium Event, and any other term or condition which Licensor deems necessary with respect to such Stadium Event. Licensee understands and acknowledges that Licensor make no warranties, guarantees, or representations that any such Stadium Events will be exhibited, or that if exhibited they will be viewable from the Suite, and that such Stadium Events are in no way part of the consideration for Licensee’s execution of this Agreement. In addition to the foregoing, Licensee understands and acknowledges that if: (i) it fails to provide notice to Licensor that Licensee will purchase Suite Tickets for a Stadium Event by the Stadium Event Acceptance Deadline or (ii) Licensee has previously notified Licensor that it declines to purchase Suite Tickets for such Stadium Event, then Licensor may, in its sole and absolute discretion, sell the Suite Tickets for such Stadium Event to any other third party.

- 2.3 In the event the Licensor discontinues playing professional football games at the existing Stadium and another member of the National Football League does not play in its stead, then this Agreement shall be cancelled. Licensee, as its sole and exclusive remedy, shall, upon such cancellation, be relieved of responsibility for any future payments as outlined in Paragraph 1.3 and shall be refunded any advance License Fees, ticket fees, or other event fees (computed in the same manner as the abatement under Paragraph 7.2 hereof) paid.

### 3. ACCESS AND USE

- 3.1 Licensee shall be entitled to the use of, and access to, the Suite under the following conditions:
- A. Licensee’s access to the Suite shall be by presentation of Suite Tickets for each invitee. This Agreement does not confer upon Licensee or Licensee’s guests any greater or lesser rights with respect to general admission to the Stadium than accorded to holders of tickets for general admission thereto.
  - B. The total number of persons present in the Suite at any one time cannot exceed the maximum permitted by law, regulation, or ordinance, which presently is **20**.
  - C. Licensee may also have access to the Suite on weekdays (excluding holidays) on which there are no football games or other events scheduled for limited purposes as approved by Licensor, after reasonable advance notice to Licensor.
- 3.2 Licensee agrees to purchase all food, beverages, and related services to be used in the Suite from the Stadium supplier of such services as may be designated from time to time by the Licensor. Licensee further agrees to pay for such services promptly in accordance with the pricing and billing policies of the supplier in effect at the time the services are provided.
- 3.3 Licensee and invitees of Licensee shall at all times maintain proper decorum while using the Suite and shall abide by all terms and conditions of the license, applicable governmental laws, regulations, and ordinances and such reasonable Stadium rules as may be promulgated from time to time by Licensor, or Erie County, New York State, or other authority having jurisdiction.

- 3.4 No advertising or displays of any kind may be placed or solicitation conducted in or around the Suite by Licensee without prior written permission from Licensor, which permission may be withheld for any reason.
- 3.5 Licensee shall not sell or offer for sale any Suite Tickets issued to Licensee pursuant to this Agreement and any such action would constitute an event of default pursuant to Paragraph 6.1 of this Agreement.
- 3.6 Licensor, the County of Erie, NY, Erie County Stadium Corporation, and the foregoing's affiliates, agents, servants, directors, and employees (hereafter referred to as Licensor Group) shall not be liable for any loss, damage, or injury to Licensee or its invitees or their property in or upon the licensed premises or Stadium grounds unless caused by the actual gross negligence or willful misconduct of the particular member of Licensor Group that Licensee seeks to hold responsible.

Licensee agrees to indemnify, defend, and hold harmless the Licensor Group from any liability for damages, including without limitation damages arising from personal injury and property damage, occurring in or upon the licensed premises or Stadium grounds and occasioned by any act or omission, neglect, or wrongdoing of the Licensee, its representatives, or its invitees. Licensee further agrees to hold harmless the members of the Licensor Group from and against any liability arising out of property damage or personal injury incurred by Licensee or its representatives or invitees occurring in or upon the licensed premises or Stadium grounds which is not due to the actual gross negligence or willful misconduct of such member of the Licensor Group. Such indemnification shall include any judgments, settlements, or awards as well as out-of-pocket costs and reasonable attorney fees incurred in connection with any defense.

- 3.7 Licensee agrees and understands that the Licensor retains the right to control access to the Stadium.
- 3.8 Upon the expiration of the Term of this Agreement or upon earlier termination hereof, Licensee shall surrender possession of the Suite to Licensor in the condition in which originally delivered to Licensee, normal wear and tear, and damage caused by casualty or force beyond the control of Licensee, excepted.
- 3.9 Where required by the nature of an event, Licensor shall have the right to control or prohibit the use or emission of lighting and sound from any source within the Suite.

#### 4. CONDITION, MAINTENANCE AND SERVICE

- 4.1 At the time of delivery of possession to Licensee, the Suite shall be furnished and equipped with fixtures, furnishings, and equipment and shall be decorated in the manner described in Appendix C attached hereto. Licensee upon accepting delivery acknowledges the inspection of the Suite to Licensee's satisfaction and accepts the same in its present order and condition and with existing furniture, equipment, and décor. Licensee shall not make any additions to, or changes or alterations in, the interior or exterior of Suite or the fixtures, furnishings, and equipment or the décor thereof without first having submitted a written request for, and having obtained, the written approval of Licensor. Any such additions, changes, or alterations permitted to be made shall be at Licensee's sole cost and made free of any liens, in good and workmanlike manner, and in compliance with applicable permits, authorizations, building or zoning laws or ordinances and all other laws, ordinances, orders, rules, regulations, and requirements of duly constituted governmental authorities. Any fixtures or materials incorporated in or attached to the Suite by Licensee shall become property of Licensor unless Licensee shall have obtained the written approval of Licensor to remove the same prior to the expiration of the Term of this Agreement and, if so removed, Licensee shall, at its own expense, repair and restore the Suite to its original condition prior to the incorporation or attachment thereof.

- 4.2 Licensor will make ordinary repairs and provide ordinary maintenance of the licensed premises including the furniture, fixtures, and equipment listed in Appendix C. Licensor will also arrange, at its expense, for the cleaning of the Suite before and after events.
- 4.3 Licensor will provide for hot and cold running water, electricity, heating, and air conditioning, at its expense, during all public events in the Stadium.
- 4.4 Licensee agrees to promptly reimburse Licensor for any destruction, loss, damage, or repair, other than those referred to in Paragraph 4.2, to the licensed premises or any other property owned or operated by Licensor which is caused by the Licensee or the invitees of the Licensee. Licensor shall provide Licensee with notice of any such destruction, loss, or damage promptly upon discovery thereof.

## **5. TICKET PURCHASES**

- 5.1 During the Term of this Agreement, Licensee shall have the right and obligation, and does hereby agree, to purchase 16 Suite admissions tickets within the Licensee's Suite for each Game (preseason and regular season) played at the Stadium at the then current pricing ("Ticket Fees"). Licensee further agrees to pay promptly for such tickets in accordance with then current ticket policy of the Licensor.
- 5.2 Licensee shall further have the right and option to purchase Suite Tickets for Stadium Events as described and on the conditions set forth in Paragraph 2.2 in this Agreement.
- 5.3 Any rights and options of the Licensee to purchase tickets or parking passes for professional football games or other events shall terminate with the termination of this Agreement.

## **6. DEFAULT**

- 6.1 If Licensee fails to make promptly the payments required hereunder including the payments for tickets, rent, food, beverages, and services or if Licensee otherwise breaches any of the terms or conditions of this Agreement, Licensor shall have the option to cancel the Agreement by giving Licensee fifteen (15) days written notice during which fifteen-day period Licensee may cure the default or breach if such breach or default is curable and is a first occurrence. In the event the Licensee fails to cure the default or breach within the fifteen-day period or such event is a second occurrence, then this Agreement may be terminated immediately by Licensor and such termination shall include the right to purchase Suite Tickets. Thereafter, Licensor shall have no further obligation of any kind to the Licensee and shall have the right to enter and take possession of the Suite and the seats contained therein. In the event of such termination, any advance License Fees or Ticket Fees or other payments paid by Licensee for Games or Stadium Events not yet attended shall be applied first to the obligations owing from Licensee to Licensor and then the balance, if any, subject to the provisions of Paragraph 6.5 herein, shall be paid over to Licensee after the Suite has been licensed to another person or entity for the full License Fee and Licensee has returned to Licensor the keys to the Suite and any unused tickets. In the event such Suite is not licensed to another person or entity or if it is licensed to another person or entity for a fee less than that stated herein, then such monies shall be retained by Licensor to apply against the Licensee Fee for the Suite.
- 6.2 If Licensor is unsuccessful in licensing the Suite to another party for the remainder of the Term or if the Suite is licensed to another party for a fee less than that stated herein, then the Licensor shall be entitled to liquidated damages from the Licensee in the amount equal to the License Fee and Ticket Fees otherwise due and payable over the remainder of the unexpired term, less the amount, if any, received from a successor licensee.
- 6.3 During any period after which Licensor has given written notice of default to Licensee and prior cure of such default by Licensee, Licensor may withhold distribution of tickets for Games or Stadium Events and refuse to provide access to the Suite.



- 6.4 The proceeding provisions are not exclusive and are in addition to any other right or remedies Licensor may have as a matter of law or equity. No waiver by Licensor of any default or breach by Licensee hereunder shall be construed to be a waiver or release of any other or subsequent default or breach and no failure or delay by Licensor in the exercise of any remedy provided for herein shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to Licensor.
- 6.5 In the event the Licensee defaults in connection with any of its obligations hereunder, Licensee agrees to pay for all reasonable attorney's fees and costs incurred by Licensor in enforcing or terminating this License.

#### 7. UNTENANTABILITY OF SUITES

- 7.1 If the Suite (i) is destroyed or damaged so as to be untenable, (ii) such destruction or damage is not caused by the negligence or willful conduct of Licensee or its invitees, and (iii) Licensor elects to repair such damage, then this Agreement shall remain in force. If such damage referenced in clause (i) in the preceding sentence is caused by Licensee or its invitees, then Licensor may elect to terminate the Agreement regardless of whether such damage is repaired.
- 7.2 In the event Licensor elects under Paragraph 7.1 to maintain the Agreement in force, then the License Fees will be reduced by a pro-rata amount for each Game played at the Stadium during the period covered by this Agreement in which the Suite is untenable.
- 7.3 If Licensor does not elect to repair the Suite or otherwise elects to terminate this Agreement as provided in Paragraph 7.1, the Licensor shall have possession thereof, and this license shall then terminate. Licensee shall then promptly pay to Licensor any amounts due under this Agreement (whether for its damages to Licensor's premises or otherwise). Advance License Fees, Ticket Fees, or other payments paid for the then current year (computed in the same manner as abatement in Paragraph 7.2) for Games or Stadium Events not yet attended, after deducting any sums owed by Licensee to Licensor, shall be returned to Licensee.
- 7.4 In the event clauses (i), (ii), and (iii) of Paragraph 7.1 occur as stated, then, during the period of untenability, with respect to the seats enclosed in said Suite, Licensee shall have the option of (i) licensing a like number of seats elsewhere in the Stadium if the same are available, or (ii) being returned the pro-rata amount of monies paid for said seats after first deducting any sums owed by Licensee to Licensor.
- 7.5 It is understood and agreed that Licensor shall not be responsible to Licensee, by way of a refund of any fees paid pursuant to this Agreement, for cancellation or nonperformance of any Game or Stadium Event scheduled at the Stadium due to any cause or circumstance beyond the control of the Licensor other than as expressly provided herein.

#### 8. MISCELLANEOUS PROVISIONS

- 8.1 This Agreement may not be assigned by the Licensee nor may the Suite be sublicensed without prior written consent of Licensor, which shall be granted or denied in Licensor's sole discretion. Such prospective assignee or sublicensee is subject to the Licensor's ordinary review of character and creditworthiness.
- 8.2 Prior to any such proposed assignment or sublicensing, Licensee shall offer to assign this Agreement to a party designated by Licensor. Such assignment would be on the following terms and conditions:
- A. Licensee would be relieved of all future obligations under this Agreement; and
  - B. Licensee would be repaid any advance payment of License Fee computed in the same manner as the abatement in Paragraph 7.2.

Licensor shall have fifteen (15) days after actual receipt of Licensee's written offer to accept such offer and effect such an assignment.

- 8.3 Upon commencement of the Term of this Agreement any and all other contracts, agreements, or understandings between Licensee and Licensor shall be cancelled and superseded and shall no longer be deemed of any force and effect insofar as they may deal with any part of the subject matter comprehended hereby.

This Agreement may be revised and modified only by instrument in writing, duly executed by the parties hereto.

- 8.4 All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their heirs, successors, and assigns. It is understood the Licensor may mortgage, pledge, assign, or otherwise encumber the Suite and/or this Agreement as security for financing and that in such event this Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto, provided that any such mortgagee, pledgee, assignee, or the holder of any such lien shall agree to recognize this Agreement and the rights and interests of Licensee hereunder in the event of foreclosure or enforcement if Licensee is not then in default.

When requested to do so by the Licensor, Licensee agrees to execute, acknowledge, and deliver to the Licensor an instrument, in proper form for recording, wherein Licensee agrees to and does subordinate this Agreement to the lien of the mortgages or other financing arrangements above mentioned, and to all renewals, modifications or other financing arrangements thereunder, and to any person claiming by, through, or under such mortgage or other financing arrangements.

- 8.5 All notices, requests, demands, payments, or other communications required or permitted hereunder, shall be in writing and shall be deemed to have been duly given if delivered or mailed first class, postage paid, certified or registered mail, return receipt requested, to the address set forth at the head of this Agreement unless another address shall have been given to the other party hereto with receipt acknowledged in writing, in which event they shall be mailed to such other address.

- 8.6 This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of New York.

- 8.7 Licensor and each of its employees and agents shall have the continuing right to enter the Suite at any and all times for the performance of the duties required to be performed by the Licensor hereunder, to investigate any suspected violations of the provisions of this Agreement, the rules and regulations of the Licensor, or any applicable governmental laws or orders, and to inspect the Suite and its condition.

- 8.8 In the event that any portions of this Agreement shall be invalid under applicable existing laws then such portions are to be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes in accordance with applicable laws to achieve the spirit of the invalid provisions.

- 8.9 Any party who signs this Agreement on behalf of a partnership or joint venture represents thereby that he or she has authority to legally obligate the partnership or joint venture, and each individual partner or joint venturer, to the terms and obligations of this Agreement.

- 8.10 In the event of: (a) any strike, lockout, or other work stoppage involving NFL players which results in the cancellation (but not the suspension, rescheduling, or postponement to another time or date) of any Games scheduled to be played at the Stadium, (b) any damage to or destruction of the Stadium (but not if caused by the fault or neglect of the Licensee) which renders the Stadium unusable for any Games scheduled to be played at the Stadium, or (c) any designated home Game being rescheduled and played in a location other than the Stadium, then in any of the foregoing events, the

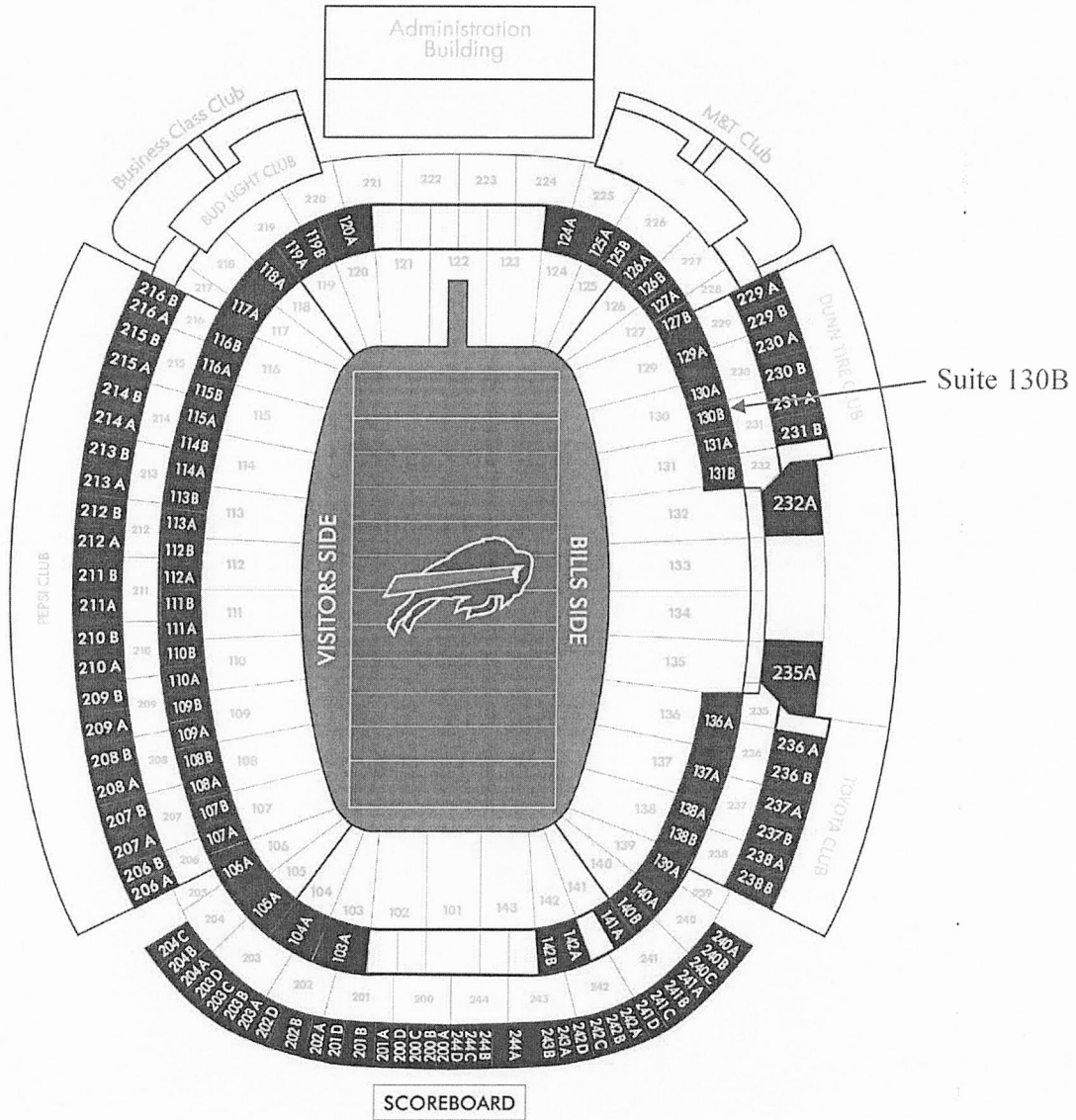
License Fees and Ticket Fees payable under this Agreement for such year shall be reduced a pro-rata amount for each such affected Game, except that, in the event that any Game scheduled to be played at the Stadium is not played at the Stadium but is relocated to an alternate stadium, Licensor reserves the right to relocate Licensee's suite to a reasonably comparable suite in such alternate stadium for such Game, in which case no reduction of the License Fees or Ticket Fees shall be applicable. In the event that one or more preseason games or regular season games originally scheduled to be played at a location other than the Stadium is relocated back to and played at the Stadium, the reductions referred to above will be reversed and Licensee agrees to pay Licensor the balance due after reflecting such reversal. If, in the event of any damage to or destruction of the Stadium, the Licensor elects not to repair or restore the same, the Agreement shall terminate as of the date of such damage or destruction, and the entire amount of the reduction promptly shall be reflected in the amount due from or to Licensee. In the event that a pandemic results in: (x) any Game during an NFL Season within the Term of this Agreement being cancelled or (y) any Game during an NFL Season within the Term of this Agreement being played in a manner that prohibits spectator attendance at a Game, then, in the case of either (x) or (y), the Ticket Fees payable under this Agreement shall be reduced or refunded for each impacted Suite Ticket for each such impacted Game and the pro-rata amount of the License Fee attributable to each such impacted Game(s) shall be retained by Licensor as a credit to be applied for the account of Licensee toward Licensor's next NFL Season's license fees for a full season suite or towards the license fees for individual game suite(s) during Licensor's next NFL Season, provided, however, that in the event the foregoing occurs during the last NFL Season of the Term, the amounts will be credited for application to an individual game suite or Stadium Event during the Term and, if unused, shall be refunded at the conclusion of the Term.

- 8.11 The parties acknowledge that the rights conveyed by the Licensor to Licensee under this Agreement are subject to and derivative of the rights granted to Licensor by the County of Erie and the Erie County Stadium Corporation under a certain lease agreement dated as of May 6, 2013 (the "Lease"). Accordingly, if, prior to the end of the Term, the Lease is terminated, or the Lease expires and Licensor's rights at the existing Stadium as of the execution of this Agreement are not extended at the expiration under terms permitting the Licensor to grant the rights set forth in this Agreement, then this Agreement shall terminate upon the termination or expiration of the Lease. In the event of such termination or expiration, Licensee's sole remedy against the Licensor shall be to receive a refund of any pre-paid License Fee that is attributable to the remaining portion of the scheduled Term after the date of such termination or expiration. If the Lease expires prior to the end of the Term, but Licensor's rights at the existing Stadium are extended under terms permitting the Licensor to grant the rights set forth under this Agreement, then the Term will continue uninterrupted.

Appendix B

Stadium Diagram

SUITE MAP



**Appendix C**

**Furniture, Fixtures, and Equipment**

Wet Bar

Counter Tops

Refrigerator

Color Television (s)

Seating

## **Appendix D**

### **Suite License and Ticket Purchase Agreement Incentives**

A. Three-Year Agreement Incentives are as follows:

- \$750/game F&B Credit, each year of the agreement
- (1) Authentic autographed helmet in 2023
- \$250 Bills Bucks card for the 2023 season
- (10) Complimentary Single Game Suite Tickets each year of the agreement
- Pregame On-Field Passes upon request, pending availability

## **RESOLUTION #04-2023**

**WHEREAS**, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation (“Western”) sends out marketing materials to its patrons and potential patrons to promote the Batavia Downs Gaming facility; and

**WHEREAS**, Western has previously entered into an agreement with Valpak Print Advertising (“Valpak”), offices at 4053 Maple Road, Amherst, NY, a national advertising company that sends envelopes full of coupons and other advertising materials to homes within specific zip codes to best target specific areas and individuals; and

**WHEREAS**, staff requests that the Board consider a supplement for the remainder of 2022 in the amount not to exceed \$15,000.00; now therefore

**BE IT RESOLVED**, that the Board of Directors of Western hereby agrees to supplement the prior resolution for the remainder of 2022 not to exceed \$15,000; 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: January 19, 2023  
Batavia, New York

Resolution #04-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director May and seconded by Director Burr which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





## RESOLUTION #05-2023

**WHEREAS**, as part of its ongoing patron attraction and retention program, Western Regional Off-Track Betting Corporation (“Western”) sends out marketing materials to its patrons and potential patrons to promote the Batavia Downs Gaming facility; and

**WHEREAS**, Western has previously entered into an agreement with Valpak Print Advertising (“Valpak”), offices at 4053 Maple Road, Amherst, NY, a national advertising company that sends envelopes full of coupons and other advertising materials to homes within specific zip codes to best target specific areas and individuals; and

**WHEREAS**, the Board previously approved for 2023 the amount not to exceed \$20,000; and

**WHEREAS**, staff requests that the Board approve for 2023 an additional amount not to exceed \$45,000; now therefore

**BE IT RESOLVED**, that the Board of Directors of Western hereby agrees to supplement the prior resolution for 2023 not to exceed an additional \$45,000; 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: January 19, 2023  
Batavia, New York

Resolution #05-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director May and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.

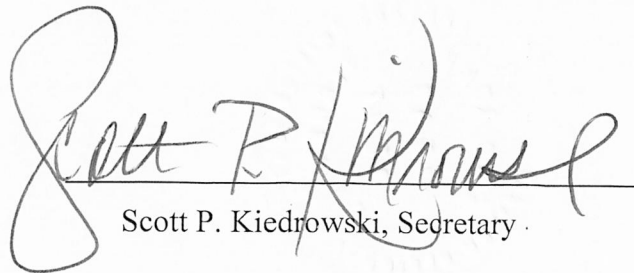
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

I, the undersigned Secretary of Western Regional Off-Track Betting Corporation ("Western"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on January 19, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of Western had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of Western present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 19th day of January 2023.

  
Scott P. Kiedrowski, Secretary

## RESOLUTION #06-2023

**WHEREAS**, Western Regional Off-Track Betting Corporation (“Western”) operates the Lucky Treasures Store located in the Batavia Downs Gaming facility; and

**WHEREAS**, Western has previously purchased various Buffalo Mafia apparel from Extreme Streetwear, Inc. located at 545 East Main Street, Batavia, New York (“Extreme”) being a single source provider of such brand to be sold at the Lucky Treasures Store for the 2022 calendar year; and

**WHEREAS**, the Staff requests that Western purchase additional Buffalo Mafia apparel from Extreme for the remainder of 2022 in the amount not to exceed \$5,000.00; and now therefore, be it

**RESOLVED**, that the Board of Directors of Western approve the purchase of additional apparel from Extreme to be sold in the Lucky Treasures Store for the amount not to exceed \$5,000.00 for the remainder of calendar year 2022; and further

**BE IT RESOLVED**, that an Officer of Western is authorized to execute any agreement in furtherance of the Boards approval of this resolution.

Respectfully submitted,  
Edward Morgan, Chairman  
Batavia Downs Operations Committee

Dated: January 19, 2023  
Batavia, New York

Resolution #06-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## RESOLUTION #07-2023

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

**WHEREAS**, Western wishes to promote the Hotel at Batavia Downs by offering a gift card from Tops Friendly Markets with office located at 6592 Paysphere Circle, Chicago, Illinois (“Tops”) with eligible hotel stays in 2023; and

**WHEREAS**, Staff requests that the Board approve the purchase from Tops of \$20.00 gift cards in the aggregate amount of \$100,000.00 to be used toward a promotion for the Hotel at Batavia Downs in 2023; and therefore

**BE IT RESOLVED**, that the Board of Directors of Western hereby acknowledges and approves that Western purchase \$20.00 Tops gift cards for use in a promotion for the Hotel at Batavia Downs for 2023 in the total aggregate amount of \$100,000.00: 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,  
Edward Morgan, Chairman  
Batavia Downs Operations Committee

Dated: January 19, 2023  
Batavia, New York



Resolution #07-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Lauderdale which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## RESOLUTION - #08-2023

**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

**WHEREAS**, Western has previously purchased various items and car parts from Napa Auto Parts, located at 412 East Main Street, Batavia, New York ("Napa") under a Omnia Federal Bid Contract to maintain various vehicles owned and operated by Western; and

**WHEREAS**, Western needs to purchase additional items and parts from Napa for the remainder of the 2022 year in the total annual amount of \$20,000.00; and

**WHEREAS**, Staff recommends that the Board approve the purchase of items and car parts from Napa to help maintain the various vehicles owned and operated by Western in the annual amount of \$20,000.00 for the remainder of 2022 year; now therefore

**BE IT RESOLVED**, that the Western's Board of Directors hereby approve the purchase of various items and car parts from Napa in the annual amount of \$20,000.00 for the remainder of 2022; 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: January 19, 2023  
Batavia, New York

Resolution #08-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## RESOLUTION - #09-2023

**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

**WHEREAS**, Western wishes to purchase various items and car parts from Napa Auto Parts, located at 412 East Main Street, Batavia, New York ("Napa") under a Omnia Federal Bid Contract to maintain various vehicles owned and operated by Western; and

**WHEREAS**, Western needs to purchase additional items and parts from Napa for the 2023 year in the total annual amount of \$20,000.00; and

**WHEREAS**, Staff recommends that the Board approve the purchase of items and car parts from Napa to help maintain the various vehicles owned and operated by Western in the annual amount of \$20,000.00 for the 2023 year; now therefore

**BE IT RESOLVED**, that the Western's Board of Directors hereby approve the purchase of various items and car parts from Napa in the annual amount of \$20,000.00 for 2023; 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: January 19, 2023  
Batavia, New York

Resolution #09-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Siebert which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





## RESOLUTION - #10-2023

**WHEREAS**, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation ("Western") to provide the best dining experience to its patrons at Western's Batavia Downs restaurants; and

**WHEREAS**, Western had previously approved a blanket purchase order for the purchase of various food commodities and related items from Tarantino Foods LLC located at 530 Baily Avenue, Buffalo, New York ("Tarantino") for the remainder of the 2022 calendar year; and

**WHEREAS**, Western requires a supplemental blanket purchase order in the amount of \$15,000.00 for use by the Food & Beverage Department through the remainder of 2022; and

**WHEREAS**, staff requests that the Board of Directors of Western approve a supplemental blanket purchase order in an amount not to exceed \$15,000.00 with Tarantino for the purchase of various food commodities and related products through the remainder of 2022; now therefore

**BE IT RESOLVED**, that the Western's Board of Directors hereby approves a supplemental blanket purchase order in an amount not to exceed \$15,000.00 from Tarantino through the end of 2022; 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: January 19, 2023  
Batavia, New York

Resolution #10-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director May which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.

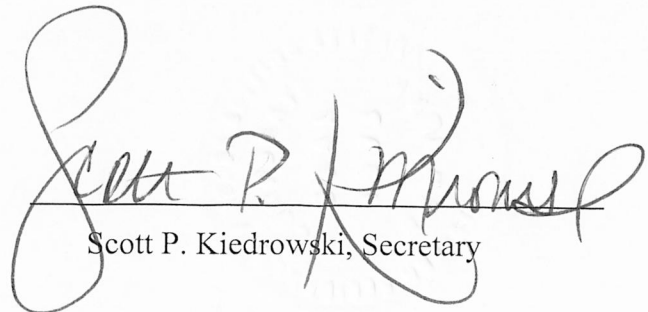
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

I, the undersigned Secretary of Western Regional Off-Track Betting Corporation ("Western"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on January 19, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of Western had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of Western present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 19th day of January 2023.

  
Scott P. Kiedrowski, Secretary

## RESOLUTION - #11-2023

**WHEREAS**, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation (“Western”) to provide the best dining experience to its patrons at Western’s Batavia Downs restaurants; and

**WHEREAS**, Western had previously approved a blanket purchase order for the purchase of various food commodities and related items from US Foodservice Inc., with mailing address of PO Box 644547, Pittsburgh, PA (“US Food”) for the remainder of the 2022 calendar year; and

**WHEREAS**, Western requires a supplemental blanket purchase order in the amount of \$35,000.00 for use by the Food & Beverage Department through the remainder of 2022; and

**WHEREAS**, staff requests that the Board of Directors of Western approve a supplemental blanket purchase order in an amount not to exceed \$35,000.00 with US Food for the purchase of various food commodities and related products through the remainder of 2022; now therefore

**BE IT RESOLVED**, that the Western’s Board of Directors hereby approves a supplemental blanket purchase order in an amount not to exceed \$35,000.00 from US Food through the end of 2022; 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: January 19, 2023  
Batavia, New York

Resolution #11-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Horrigan which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





## RESOLUTION - #12-2023

**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. with offices at 50 Ridge Road, Buffalo, New York (“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 \$19,200.00; and

**WHEREAS**, staff recommends that the Board of Western accept the proposal of Great Lakes of \$19,200.00 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 \$19,200.00; 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: January 19, 2023  
Batavia, New York

Resolution #12-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Lauderdale which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





December 21, 2022

Safety CSA 2023  
Proposal # 22249

Mr. Henry Wojtaszek  
WROTB/BDG  
8315 Park Rd  
Batavia, NY 14020

Henry:

Great Lakes Environmental & Safety Consultants, Inc. ("Great Lakes") is pleased to submit this proposal to provide WROTB/BDG with continual workplace safety compliance assistance.

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## SCOPE OF WORK

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Great Lakes will ensure continuity of WROTB/BDG safety programs by providing the assistance of subject matter experts in general industry safety matters, including both on-site training and safety meetings and off-site support, in the form of a continuing service agreement ("CSA").

For observed safety deficiencies, Great Lakes will provide a summarized report and develop a roadmap to bring each deficiency into compliance to see through implementation any safety programs developed including process reviews and ongoing safety projects. This monthly arrangement is the backbone for the safety assistance we provide, allowing us to plan our services on a continuing basis, ensure continuity throughout the process, improve and assist in the development of a sustainable safety management system.

Our monthly support would include services such as:

- Participation in and provide guidance to Safety Committee
- Safety training on various topics as applicable
- Safety and environmental compliance inspections
- Safety Data Sheet (SDS) tracking and maintenance
- Annual safety manual review/audits
- Assistance with injury and illness reporting, accident investigations, contractor qualifications and OSHA interfacing, as required
- Ongoing EHS support for new projects/issues
- Provide current regulatory enforcement trends
- Review/provide guidance of/for governmental submissions



A typical month may look like the following:

- One day on site each month, including:
  - Participation in safety committee
  - Facility walkthrough, with or without supervisory personnel present, to inspect for deficiencies and improvements since last month. Some on-the-fly training may take place with employees or supervisors during the walkthrough.
  - Formal training, whether classroom or practical
  - Additional safety initiatives
- Remote support and assistance, including email and telephonic support to maintain safety program and improvement progress.

**INVESTMENT**

Great Lakes will provide the aforementioned services from our team each month for a fixed fee of \$1,600 per month, Effective January 1, 2023 through December 31, 2023.

Additional Services:

Any services that are not reflected in the Scope of Work above will be considered Additional Services and proposed separately.

These may include industrial hygiene monitoring and associated laboratory fees, arc flash analysis, First Aid/CPR/AED training, machine-specific lockout/tagout procedures, environmental plan development, air permitting, DOT support, motor vehicle safety courses or OSHA conferences beyond initial contact and informal conference.

**PROPOSAL ACKNOWLEDGEMENT**

A signature below authorizes acceptance of this proposal and creates an agreement incorporating the terms and conditions herein effective the latest date signed below.

Payment terms are net 30 days from receipt of invoice.

GREAT LAKES ENVIRONMENTAL  
& SAFETY CONSULTANTS, INC.

WROTB/BDG

Evan J. Casey  
President

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: December 21, 2022

P.O. #: \_\_\_\_\_

## RESOLUTION - #13-2023

**WHEREAS**, it is the corporate responsibility of the Western Regional Off-Track Betting Corporation (“Western”) to provide the best dining experience to its patrons at Western’s Batavia Downs restaurants; and

**WHEREAS**, Western had previously approved a blanket purchase order for the purchase of seafood and meats and related items from Schneiders Seafood & Meats located at 2150 Old Union Road, Cheektowaga, New York (“Schneiders”) for the 2022 calendar year; and

**WHEREAS**, Western requires an additional amount of \$10,000.00 for use by the Food and Beverage Department through the end of 2022; and

**WHEREAS**, staff requests that the Board of Directors of Western approve a supplemental blanket purchase order in an additional amount not to exceed \$10,000.00 with Schneiders for the purchase of seafood and meats and related products through the end of 2022; now therefore

**BE IT RESOLVED**, that the Western’s Board of Directors hereby approves a supplemental blanket purchase order in an amount not to exceed \$10,000.00 from Schneiders through the end of 2022; 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: January 19, 2023  
Batavia, New York

Resolution #13-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Horrigan which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





## **RESOLUTION #14-2023**

**WHEREAS**, it is the responsibility of Western Regional Off-Track Betting Corporation (“Western”) to maintain the physical condition of its facility at Batavia Downs; and

**WHEREAS**, Western requires new LVT tile flooring to be installed in the Park Place bar area; and

**WHEREAS**, Western received a proposal under NYS Contract #PC69411 to purchase from WNY Tile and Stone Corp. with offices located at 139 Division Street, N. Tonawanda, New York (“WNY Tile”) as set forth above in the amount of \$24,962.98; and

**WHEREAS**, Staff recommends that the Board of Directors of Western to accept the proposal of WNY Tile for the purchase of LVT tile flooring in the amount not to exceed \$24,962.98; and, therefore be it

**BE IT RESOLVED**, that the Board of Directors of Western hereby accept the proposal of WNY Tile in an amount not to exceed \$24,962.98 for the purchase of LVT tile flooring; and be it 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: January 19, 2023  
Batavia, New York

Resolution #14-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## **RESOLUTION #15-2023**

**WHEREAS**, it is the responsibility of Western Regional Off-Track Betting Corporation (“Western”) to maintain the physical condition of the horse racing track at Batavia Downs; and

**WHEREAS**, Western has previously entered into an agreement with Kim Crawford (“Crawford”) to provide professional consulting services to Western in respect to the surfacing and banking of the horse race track at Batavia Downs for the amount of \$60,000.00 for the 2022 race season and \$65,000 for the 2023 race season; and

**WHEREAS**, Western has expanded its race season to include a 2023 winter meet and wishes to entered into an agreement with Crawford to provide professional consulting services to Western in respect to the surfacing and banking of the horse race track at Batavia Downs for the winter meet for the additional amount of \$21,667.00; and

**WHEREAS**, Staff recommends that the Board of Directors of Western amend the existing agreement with to Crawford to provide professional consulting services regarding the surfacing and banking of the horse race track at Batavia Downs for the 2023 winter meet; and therefore, be it

**RESOLVED**, that the Board of Directors of Western hereby approve an amendment to the agreement with Crawford to provide professional consulting services in respect to the surfacing and banking the horse racetrack at Batavia Downs for the 2023 winter meet the additional amount of \$21,667.00; 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: January 19, 2023  
Batavia, New York

Resolution #15-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Horton which results were as follows:

|                        | <u>Yea</u> |   | <u>Nay</u> |   | <u>Abstain</u> |   | <u>Absent</u> |   |
|------------------------|------------|---|------------|---|----------------|---|---------------|---|
| Richard D. Bianchi     | [X         | ] | [          | ] | [              | ] | [             | ] |
| Thomas P. Wamp         | [X         | ] | [          | ] | [              | ] | [             | ] |
| Richard E. Siebert     | [X         | ] | [          | ] | [              | ] | [             | ] |
| Elliott Winter         | [          | ] | [          | ] | [              | ] | [X            | ] |
| Francis G. Warthling   | [X         | ] | [          | ] | [              | ] | [             | ] |
| Vincent W. Horrigan    | [X         | ] | [          | ] | [              | ] | [             | ] |
| Paul W. Lattimore, Jr. | [          | ] | [          | ] | [              | ] | [X            | ] |
| Mark C. Burr           | [X         | ] | [          | ] | [              | ] | [             | ] |
| Michelle Parmer-Garner | [          | ] | [          | ] | [              | ] | [X            | ] |
| Edward F. Morgan       | [X         | ] | [          | ] | [              | ] | [             | ] |
| Mark Bombardo          | [X         | ] | [          | ] | [              | ] | [             | ] |
| Dennis Bassett         | [X         | ] | [          | ] | [              | ] | [             | ] |
| Philip Barnes          | [          | ] | [          | ] | [              | ] | [X            | ] |
| Richard L. Ricci       | [X         | ] | [          | ] | [              | ] | [             | ] |
| Michael D. Horton      | [X         | ] | [          | ] | [              | ] | [             | ] |
| Ken Lauderdale         | [X         | ] | [          | ] | [              | ] | [             | ] |
| Susan May              | [X         | ] | [          | ] | [              | ] | [             | ] |

The Resolution was thereupon duly adopted.



## **RESOLUTION #16-2023**

**WHEREAS**, the Western Regional Off-Track Betting Corporation (“Western”) requires professional services of an insurance consultant in respect to Western’s various commercial insurance coverages and requirements; and

**WHEREAS**, Western has received two (2) proposals from insurance consultants to act as an independent consultant for purposes of assisting Western in its review of its existing corporate policies; and

**WHEREAS**, staff of Western recommends to the Board to engage the services of CIC Group with offices at 3840 E. Robinson Road, Amherst, New York (“CIC”) for such purposes; and

**WHEREAS**, the Board desires to enter into an agreement with CIC along the same terms and conditions as set forth in the attached proposal for the total amount of \$25,000.00; and therefore, be it

**RESOLVED**, that Western enter into an agreement with CIC for commercial insurance consulting services for the total amount of \$25,000.00; and further

**RESOLVED**, that an officer of Western is directed to execute such a document necessary as to further this Resolution.

Respectfully Submitted,  
Susan May, Chairperson  
Insurance Committee

Dated: January 19, 2023  
Batavia, New York



Resolution #16-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director May and seconded by Director Burr which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [ ]        | [ ]        | [X ]           | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.





AN AGREEMENT TO PERFORM CONSULTING SERVICES

FOR

*Western Region OTB.*

## AGREEMENT FOR CONSULTING SERVICES

This agreement made and entered into the 18th day of May 2022 by and between Western Region OTB, (WROTB) a domestic corporation with its principal office for the transaction of business at **8315 Park Rd, Batavia, NY 14020** herein after referred to as "WROTB" and Alterity, a domestic corporation with its principal office for the transaction of business at 3840 E Robinson Rd, PO Box 323, Amherst, NY 14228, hereafter referred to as "Consultant."

### WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

#### First

WROTB hereby employs Consultant as an insurance advisor the period beginning January 11, 2023.

#### Second

WROTB will acquaint Consultant with its business operations, ownership structure, programming, insurance broker teams and provide Consultant with supporting information as reasonably requested.

#### Third

Consultant will perform consulting services as more particularly described herein. Consultant will work in conjunction with WROTB's management team to evaluate the suitability of the existing insurance program for the exposures of its operating businesses. Consultant will coordinate with WROTB to review and evaluate its property and casualty and risk management program through the following services as herein described:

#### I. Risk Management Program Review

- a. Consultant will work with WROTB's team to better understand the corporate exposures and policies making up its existing risk management program.
- b. Collect and review current insurance policies to evaluate coverages, retentions, limitations and/or exclusions
- c. Analyze program for adequacy based on interviews
- d. Review broker and insurance carrier services and ascertain fulfillment – assist Broker as requested by WROTB management
- e. Review loss history to determine acceptable deductible levels and possible loss control needs
- f. Review risk transfer procedures
- g. Evaluate cyber risk associated with firm's activities
- h. Analyze Management Liability programs, inclusive of Directors & Officers to determine needs
- i. Review vendor contracts/service agreements to verify WROTB's insurance obligations
- j. Request a summary of previous marketing efforts and results from incumbent broker
- k. Identify gaps and /or deficiencies in current program
- l. Provide an analysis of Client's current insurance coverage.
- m. Such other services as are reasonable and appropriate in order for consultant to complete a review of Client's insurance and risk transfer practices.

- n. Evaluate Alternative Risk Transfer options.
- o. Evaluate Employee Benefits Program

The results of Consultant's review shall be presented with Client's management and shall also be reflected in a final written report setting forth Consultant's findings and recommendations.

Fourth

A flat fee of \$25,000 for the services set forth shall be payable to Consultant by WROTB. This shall be payable with a 50% deposit (\$12,500) and the remaining (\$12,500) due upon completion and deliverance of final written report.

WROTB shall be responsible for payment of a late charge of 1.5% per month on all outstanding balances which are over 30-days in arrears.

In the event of default in the payment of any amount due under this agreement, and if this account is placed in the hands of a collection agency or attorney for collection or legal action, WROTB agrees to pay in addition to the amount here above, all costs of collection including and not limited to agency and attorney fees and court costs.

In witness whereof, the parties hereto have hereunto set their hand and seals the day and year first written.


**WROTB**

**Alterity**

BY:

BY:

\_\_\_\_\_

  
\_\_\_\_\_

Henry Wojtaszek  
President/Chief Executive Officer

Timothy McMullen  
Partner

## RESOLUTION #17-2023

**WHEREAS**, it is the responsibility of Western Regional Off-Track Betting Corporation ("Western") to operate the business in the most efficient and economically practical manner; and

**WHEREAS**, Western adheres to Generally Accepted Accounting Principles ("GAAP"), a common set of accounting rules, standards and procedures issued by the Financial Accounting Standards Board; and

**WHEREAS**, Public Benefit Corporations in the U.S. must follow GAAP when preparing their financial statements; and

**WHEREAS**, Western complies with the financial postings related to GASB 68 (Accounting and Financial Reporting for Pensions) and GASB 75 (Accounting and Financial Reporting for Post-Employment Benefits); and

**WHEREAS**, the non-cash impacts of the actuarial adjustments for GASB 68 and GASB 75 have significant positive and negative fluctuations annually that become part of the revenue distribution formula to its participating municipalities; and

**WHEREAS**, non-cash negative impacts would inappropriately reduce the distributions to the participating municipalities and non-cash positive impacts would inappropriately increase distributions to the participating municipalities; and

**WHEREAS**, Western requests that these non-cash transactions be excluded from the determination of its revenue distributions to participating municipalities; and

**BE IT RESOLVED**, that the Board of Directors hereby authorizes the Western staff to exclude said non-cash actuarial impacts related to GASB 68 and GASB 75 from the revenue distribution formula to its participating municipalities.

**RESOLVED**, that an officer of Western is authorized to take all steps necessary in furtherance of the Board's approval and consent.

Dated: January 19, 2023  
Batavia, New York

Respectfully submitted,  
Ken Lauderdale, Chairman  
Finance Committee

Resolution #17-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Lauderdale and seconded by Director Bombardo which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



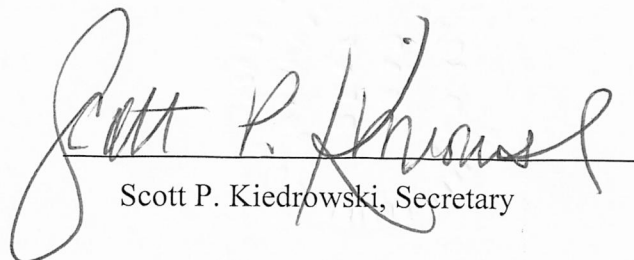
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

I, the undersigned Secretary of Western Regional Off-Track Betting Corporation ("Western"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on January 19, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of Western had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of Western present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 19th day of January 2023.

  
Scott P. Kiedrowski, Secretary

## RESOLUTION #18-2023

**WHEREAS**, Western Regional Off-Track Betting Corporation (“Western”) recognizes the need for the corporation to continue to grow and develop, and in particular provide occasional training to its leadership staff; and

**WHEREAS**, Western would like to engage Mind Squad Consulting LLC located at 17 Birdsong Parkway, Orchard Park, New York (“Mind Squad”) for purposes of providing leadership training to Western’s officers; and

**WHEREAS**, the Board desires to enter into agreements with Mind Squad in the total amount of \$75,000.00; and therefore, be it

**RESOLVED**, that the Board authorizes Western to enter into agreements with Mind Squad for the amount of \$75,000.00 to provide the leadership training to its officers; and it is further

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

Respectfully Submitted,  
Elliott Winter, Chairman  
Personnel Committee

Dated: January 19, 2023  
Batavia, New York

Resolution #18-2023 shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Wamp and seconded by Director Morgan which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



**PROFESSIONAL SERVICES CONSULTING AGREEMENT**

This Professional Services Consulting Agreement (the "Agreement") is made between Western Region OTB ("OTB") and Mind Squad Consulting, LLC ("Mind Squad")(each a "Party" and collectively the "Parties"). The Parties agree as follows:

(a) **Engagement.** OTB retains Mind Squad to provide, and Mind Squad shall provide, the Leadership Development and Coaching services described in Exhibit A (the "Services") attached hereto. Under this Agreement, Mind Squad is NOT engaged to provide legal advice or counsel on any issue; or Leadership Development and Coaching services for any entities other than OTB; or psychiatric or mental health services.

(b) **Effective Date & Termination.** This Agreement will become effective upon execution by both Parties and may be terminated by either Party on provision of thirty (30) days' written notice to the other party, with or without cause, with notice to the other party to be made pursuant to the notice provisions in section j. OTB shall be responsible for payment of any Services rendered by Mind Squad prior to the effective date of the termination of the Agreement.

(c) **Fees & Expenses.** The total fees for the Services provided, including fees for HOGAN personality assessments and HOGAN 360 are as follows:

| Position                         | Cost Per Coachee for Engagement |
|----------------------------------|---------------------------------|
| CEO                              | \$24,000                        |
| VP - Administration              | \$17,000                        |
|                                  |                                 |
| Additional Sessions for Coachees |                                 |
| CEO                              | \$3500/month                    |
| VP - Administration              | \$350/month – 6 Session Minimum |

(d) **Payment Schedules.** Fees for the Leadership Coaching for two leaders as outlined in Exhibit A will be billed separately for each leader and are to be paid in accordance with the following payment schedule:

| Timing of Payment                             | Percentage Cost of Total Engagement |
|---|-------------------------------------|
| Initial Payment (includes assessment costs)   | 25%                                 |
| Following Feedback & Development Plan Session | 50%                                 |
| 16 Weeks from Introductory Coaching Session   | 25%                                 |
|   |                                     |
| Additional Sessions                           | 100% Billed Monthly.                |

(e) **Invoicing & Late Payments.** Mind Squad will separately invoice OTB for Leadership Development and Coaching services for each executive. Initial payment will be invoiced upon execution of the contract. The second invoice will be billed immediately following the Feedback & Development session with the Coach. The final invoice will be billed sixteen weeks following the date of the introductory session. OTB agrees to

*Professional Services Consulting Agreement*

pay all fees for Leadership Development and Coaching services within 30 days from submission of an invoice by Mind Squad. Late payments will be subject to a monthly interest charge of 1-1/2% per month on any outstanding fees. OTB agrees to pay the undisputed portion of the fee until the dispute is resolved to the satisfaction of the Parties.

(g) **Travel Costs & Expenses.** All travel costs incurred by Mind Squad for this coaching arrangement will be the responsibility of OTB including transportation, mileage, tolls, hotels, meals, and transfers. Absent an arrangement in advance, coaching sessions and meetings will either take place remotely via Zoom or Teams, or telephonically, at times and on dates agreed to by the Parties. Except for any expenses approved in advance and in writing by OTB, ordinary and necessary expenses incurred by Mind Squad in the performance of this Agreement will be Mind Squad's sole responsibility.

(h) **Relationship of the Parties.** The Parties agree that no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this Agreement. Neither Party may assume or create obligations on the other Party's behalf, and neither party may take any action that creates the appearance of any such authority.

(i) **Choice of Law & Venue.** The laws of the State of New York govern this Agreement (without giving effect to its conflicts of law principles). All legal matters shall be addressed within New York State, Erie County (Eighth Judicial District), or the United States District Court, Western District of New York (WDNY), Buffalo, New York.

(j) **Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(k) **Notices.** Except as otherwise provided in the Agreement, any notice under the Agreement must be in writing and may be sent by registered, certified or overnight mail or electronic mail. Any notice to be given or document to be delivered to a Party pursuant to the Agreement shall be deemed effective when received in person or at the following addresses, or such other address as a Party may subsequently designate in writing:

If to Mind Squad:  
Mind Squad Consulting, LLC  
17 Birdsong Parkway  
Orchard Park, New York 14127

If to OTB:  
Henry Wojtasek, CEO  
WNY Regional OTB  
8315 Park Drive  
Batavia, New York 14020

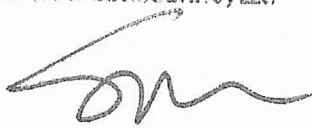
(l) **Entire Agreement.** This Agreement constitutes the final agreement of the Parties. It is the complete and exclusive expression of the Parties' agreement about the subject matter of this Agreement.

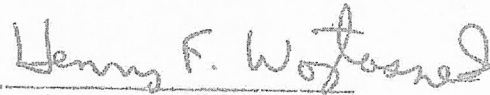
*Professional Services Consulting Agreement*

Each party is signing this agreement on the date stated below that party's signature.

MIND SQUAD CONSULTING, LLC

WESTERN REGION OTB

By:   
Shari L. Mooney, CEO

By:   
Henry Wojtaszek, CEO

Date: 12/20/2022

Date: 12/13/22

## EXHIBIT A

Mind Squad shall provide Leadership Development and Coaching services for two OTB executive leaders: the Chief Executive Officer and the VP of Administration. Details of the services are as follows:

### A. Chief Executive Officer: 6 Month Duration

| Executive Coaching CEO             | Description of Services  |
|------------------------------------|--|
| Introductory Session               | 60-minute session to meet Coachee and give them an opportunity to interview the Coach and discuss all questions about the coaching process, approach, etc. Commitment to confidentiality. Obtain contact information for conducting Stakeholder Interviews.                      |
| Stakeholder Interviews             | Up to two 45-minute sessions to meet Board Members to discuss Coachee, their anticipated development goals, and impressions of CEO strengths that can be utilized to create long term value for Western Region OTB.  |
| Initial Coaching Session           | 60-minute session to discuss engagement, review the coaching process and priorities, and discuss the HOGAN personality assessment. Provide HOGAN 360 and Personality Assessment invites. Invite & Values Clarification Exercise.   |
| HOGAN 360                          | Coach will conduct HOGAN 360 (Leadership 360) with various raters including Board Members, peers, and subordinates.  |
| HOGAN Personality Assessment       | Certified HOGAN Interpreter to administer the HOGAN Personality Assessment and provide feedback to Coachee to gain insight into leadership qualities, potential derailers and motivators.  |
| Coaching Session (Values)          | 60 to 90-minute session with review of Values Clarification Exercise.  |
| Executive Framework                | Conduct a 120-minute debrief to review all data collected and co-create an Executive Framework with the Coachee. Portions of the Executive Framework may need to be finalized asynchronously before the weekly coaching sessions begin.  |
| Weekly/Bi-Weekly Coaching Sessions | Conduct 7, 1-hour, ZOOM, MS Teams, or telephonic coaching sessions. Scheduled bi-weekly or monthly. Depending on extent of time it takes to complete the A assessments and the needs of the CEO, these weekly sessions may commence prior to the Feedback & Development Session. |
| Executive Touch Points             | To the extent practicable, subject to the availability of the Coach, conduct 15 to 30-minute touch point meetings to provide CEO with leadership coaching involving matters of greater significance to the CEO, the organization and/or the Board.                               |
| Transition Session                 | 60 to 90-minute session with Coachee to co-create a plan that will promote and reinforce continued progress and maintain momentum.   |



**B. Vice President of Administration:**

| Leadership Coaching<br>Vice-President of<br>Administration | Description of Services  |
|--|--|
| Introductory Session<br>CFO                                | 60-minute session to meet Coachee and give them an opportunity to interview the Coach and discuss all questions about the coaching process, approach, etc. Commitment to confidentiality.  |
| Introductory Session<br>Supervising Executive              | 30-minute sessions to discuss transition plans, their expectation, and any necessary supports for the transitioning executive. Confirm coaching is a confidential process for the Coachee.   |
| Initial Coaching Session                                   | 60-minute session to discuss engagement, review the coaching process and priorities, and discuss the HOGAN personality assessment. Provide HOGAN 360 and Personality Assessment invites. Invite & Values Clarification Exercise.   |
| HOGAN 360  | Coach will conduct HOGAN 360 (Leadership 360) with various raters including CEO, peers, and subordinates.  |
| HOGAN Personality<br>Assessment                            | Certified HOGAN Interpreter to administer the HOGAN Personality Assessment and provide feedback to Coachee to gain insight into leadership qualities, potential derailers and motivators.  |
| Coaching Session (Values)                                  | 60 to 90-minute session with review of Values Clarification Exercise.  |
| Feedback & Development<br>Sessions                         | Conduct a 120-minute debrief to review all data collected and co-create a Leadership Development Plan with the Coachee. Portions of the Development Plan may need to be finalized asynchronously before the weekly coaching sessions begin   |
| Coaching Alignment<br>Meeting                              | 45-minute session with Coachee and Supervising Executive to review summary of the leadership development plan to obtain buy-in and consider strategies to support Coachee for future success.  |
| Weekly/Bi-Weekly<br>Coaching Sessions                      | Conduct 7, 60-minute ZOOM, MS Teams, or telephonic coaching sessions. Scheduled bi-weekly or monthly. Depending on extent of time it takes to complete the Assessments and the needs of the Coachee, these weekly sessions may commence prior to the Feedback & Development Session. |
| Transition Session   | 60 to 90-minute session with Coachee to co-create a plan that will promote and reinforce continued progress and maintain momentum.   |

## **RESOLUTION # 141-2022 (A)**

**WHEREAS**, Western Regional Off-Track Betting Corporation (“Western”) purchases various food, beverage and various supplies and maintenance items for the operation of the Homestretch Grill, Grandstands, Fortune’s, 34 Rush and the Clubhouse restaurant on an as-needed basis; and

**WHEREAS**, based on Western’s desire to provide high quality food to our customers, the Board previously authorized the purchase food & beverage products from various vendors in the amounts attached to resolution #141-2022 for the 2023 year; and

**WHEREAS**, staff has found that the attachment to that resolution needs to be amended to reflect the correct name and total limits; and

**WHEREAS**, staff requests that the Board of Western amend the above resolution to reflect the correct vendors and amounts; now therefore, be it further

**RESOLVED**, that the Board of Directors of the Western approves the purchase of various products for 2023 from the corrected list of vendors not to exceed the amounts set forth therein; and, be it further

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

Respectfully submitted,

Edward Morgan, Chairman  
Batavia Downs Operations Committee

Dated: January 19, 2023  
Batavia, New York

Resolution #141-2022(A) shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, motion was made by Director Morgan and seconded by Director Horrigan which results were as follows:

|                        | <u>Yea</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|------------------------|------------|------------|----------------|---------------|
| Richard D. Bianchi     | [X ]       | [ ]        | [ ]            | [ ]           |
| Thomas P. Wamp         | [X ]       | [ ]        | [ ]            | [ ]           |
| Richard E. Siebert     | [X ]       | [ ]        | [ ]            | [ ]           |
| Elliott Winter         | [ ]        | [ ]        | [ ]            | [X ]          |
| Francis G. Warthling   | [X ]       | [ ]        | [ ]            | [ ]           |
| Vincent W. Horrigan    | [X ]       | [ ]        | [ ]            | [ ]           |
| Paul W. Lattimore, Jr. | [ ]        | [ ]        | [ ]            | [X ]          |
| Mark C. Burr           | [X ]       | [ ]        | [ ]            | [ ]           |
| Michelle Parmer-Garner | [ ]        | [ ]        | [ ]            | [X ]          |
| Edward F. Morgan       | [X ]       | [ ]        | [ ]            | [ ]           |
| Mark Bombardo          | [X ]       | [ ]        | [ ]            | [ ]           |
| Dennis Bassett         | [X ]       | [ ]        | [ ]            | [ ]           |
| Philip Barnes          | [ ]        | [ ]        | [ ]            | [X ]          |
| Richard L. Ricci       | [X ]       | [ ]        | [ ]            | [ ]           |
| Michael D. Horton      | [X ]       | [ ]        | [ ]            | [ ]           |
| Ken Lauderdale         | [X ]       | [ ]        | [ ]            | [ ]           |
| Susan May              | [X ]       | [ ]        | [ ]            | [ ]           |

The Resolution was thereupon duly adopted.



## F & B 2023

| VENDOR                        | BLANKET PO | AMOUNT       |  |
|-------------------------------|------------|--------------|--|
| CH WRIGHT                     | 63375BL    | \$240,000.00 |  |
| EMPIRE MERCHANTS              | 63377BL    | \$130,000.00 |  |
| JACOB KERN                    | 63356BL    | \$70,000.00  |  |
| JFS/CURTZE                    | 63357BL    | \$150,000.00 |  |
| PALMER FOODS                  | 63358BL    | \$500,000.00 |  |
| TRY-IT DIST. - SANZO BEVERAGE | 63399BL    | \$100,000.00 |  |
| SCHNEIDER'S SEAFOOD           | 63359BL    | \$50,000.00  |  |
| SOUTHERN WINE                 | 63398BL    | \$250,000.00 |  |
| SYSCO                         | 63543BL    | \$200,000.00 |  |
| TARANTINO FOOD                | 63360BL    | \$100,000.00 |  |
| US FOOD SERVICE               | 63397BL    | \$535,000.00 |  |
|                               |            |              |  |

\$2,325,000.00