

**WESTERN REGIONAL OFF-TRACK BETTING CORPORATION**

Minutes of the regular meeting of Board of Directors of the Western Regional Off-Track Betting Corporation, ("Western") held on the 27th day of June 2024 and commencing at 10:22 a.m. in the *Boardroom*, Corporate Headquarters at 8315 Park Road Batavia, New York.

**Participating was:**

**Absent:**

Erie	Timothy Callan	Wanye	Vacant
Monroe	James Wilmot	Seneca	Vacant
Buffalo	Crystal Rodriguez-Dabney		
Rochester	Dennis Bassett		
Niagara	Elliott Winter		
Chautauqua	Vincent W. Horrigan		
Oswego	Mark Bombardo		
Steuben	Michael Horton		
Cattaraugus	Mark C. Burr		
Cayuga	Terrance Baxter		
Livingston	Thomas Wamp		
Genesee	Charles Zambito		
Wyoming	Susan May		
Orleans	Edward Morgan		
Schuyler	Paul Bartow		

constituting the Directors of all participating municipalities.

Also participating were Henry F. Wojtaszek, President & CEO; Scott P. Kiedrowski, Chief Operating Officer; Jacquelyne A. Leach, Chief Financial Officer; William R. White, Vice President – Administration; Sean S. Schiano, Vice President – Operations; John M. Owens, Associate Counsel; Steven Haigh, Internal Auditor, Ryan Hasenauer, Director of Marketing; Megan M. Glor, Director of Purchasing; Mike Pettinella, The Daily News, Howard Owens, The Batavian.

A roll of the membership of the Board having been called, Mr. Kiedrowski declared a quorum present.

Chairman Dennis Bassett proceeded to conduct the meeting following the published Agenda for this regular meeting.

Chairman Bassett lead the assemblage in the Pledge of Allegiance.

**Approval of Previous Minutes:**

Chairman Bassett called for amendments, additions, deletions, or corrections to the minutes of the previous meeting of May 23, 2024. There being none, a motion was made by Director Wamp and seconded by Director Baxter to approve the May minutes as submitted. The minutes were approved unanimously by voice vote.

**Communications:**

Mr. Scott P. Kiedrowski, Chief Operating Officer reported several thank you notes including:

A thank you note from Royalton-Hartland Agriculture Foundation for the sponsorship supporting the Pancake Breakfast.

A thank you note from Tracy Ford, Executive Director – Crossroads House Batavia for the support with the 2024 Calendar fundraiser.

A thank you note from Jody Menz, Board Member/TashaStrong Foundation. Inc for the support for the foundation.

A thank you note from Lions & Rotary Club the stay & play package for the golf tournament to help support the Dansville Historical Society and museum.

A thank you note from students of the Lancaster Academy of the Visual & Performing Arts for support and sponsorship for the Festival of the Arts event.

**Personnel Committee Report:**

Committee Chairman Winter reported that the Personnel Committee meeting was held on Wednesday June 26, 2024, at 1:05 p.m.

Director Winter reported that Mr. Ryan Hasenauer, Director of Marketing, discussed the need for one additional Events Coordinator position and requests one additional be added to the compendium.

Upon motion by Director Winter and seconded by Director May a voice call vote was taken and passed unanimously to change the compendium from one to two Events Coordinator positions.

Board of Directors  
Meeting #565  
June 27, 2024  
3 of 10

**Personnel Committee Report continued:**

Director Winter reported that at 1:09 p.m. a motion was made by Director Winter, seconded by Director Baxter to enter Executive session for the discussion of the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Executive session ended at 3:05pm

The Personnel Committee was adjourned at 3:05 p.m.

Upon motion by Director Winter to enter into Executive Session at 9:50 a.m. Thursday June 27, 2024, seconded by Director May for the discussion of the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Executive session ended at 10:30 a.m.

Chairman Bassett reported that during Executive session the Board of Directors of Western Regional Off Track Betting Corporation has agreed to renegotiate its contract with three key employees, Henry Wojtaszek, President & CEO, Jacquelyne A. Leach, Chief Financial Officer and William R. White, Vice-President – Administration. The terms of the contracts have been mutually renegotiated in the best interests of each individual and our corporation and the authorization for Chairman Bassett to immediately assemble a search committee for the replacement of the President and Chief Executive Officer position.

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

Upon motion by Director Winter and seconded by Director Horrigan a roll call vote was taken and passed to authorize the Board of Directors of Western Regional Off Track Betting Corporation to execute the renegotiation of contracts with three key employees, Henry Wojtaszek, President & CEO, Jacquelyne A. Leach, Chief Financial Officer and William R. White, Vice-President – Administration. The terms of the contracts have been mutually renegotiated in the best interests of each individual and our corporation and to authorize Chairman Bassett to immediately assemble a search committee for the replacement of the President and Chief Executive Officer position. Ayes: 14; Nays: 1; Callan; Absent: 0; Vacant: 2; Seneca, Wayne.

**Insurance Committee Report:**

Committee Chairman Horrigan reported that the Insurance Committee meeting was held on Wednesday June 26, 2024, at 3:15 p.m.

Director Horrigan reported the Resolution 55-2024 was presented for NFP Property & Casualty for the Workers Compensation Surety Bond required by New York State with payment made to NFP as retail broker through AMWins Insurance Brokerage with payment to NFP as primary broker in the total amount of \$45,000.00

Upon motion by Director Horrigan and seconded by Director Burr a roll call vote was taken and passed unanimously for NFP Property & Casualty for the Workers Compensation Surety Bond required by New York State with payment made to NFP as retail broker through AMWins Insurance Brokerage with payment to NFP as primary broker in the total amount of \$45,000.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 55-2024.**

Director Horrigan reported Resolution 62-2024 was presented to secure Excess Workers Compensation Insurance from June 1, 2024, through May 31, 2025, with payment to NFP Property and Casualty Services Inc in the amount of \$205,568.00.

Upon motion by Director Horrigan and seconded by Director Zambito a roll call vote was taken and passed unanimously to secure Excess Workers Compensation Insurance from June 1, 2024, through May 31, 2025, with payment to NFP Property and Casualty Services Inc in the amount of \$205,568.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 62-2024.**

Director Horrigan reported Resolution 63-2024 was presented to secure Participant Accident Insurance from June 1, 2024, through May 31, 2025, through Chubb Insurance for \$26,059.00 with Lawley LLC as retail broker.

Upon motion by Director Horrigan and seconded by Director Zambito a roll call vote was taken and passed unanimously to secure Participant Accident Insurance from June 1, 2024, through May 31, 2025, through Chubb Insurance for \$26,059.00 with Lawley LLC as retail broker. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 63-2024.**

The Insurance Committee meeting adjourned at 3:33 p.m.

**Audit Committee Report:**

The Audit Committee did not meet.

**Legislative Committee Report:**

The Legislative Committee did not meet.

**Advertising & Promotions Committee Report:**

Committee Chairperson May reported that the Advertising & Promotions Committee meeting was held on Wednesday June 26, 2024, at 3:35 p.m.

Director May reported that Mr. Hasenauer provided a gaming update with images of the upcoming hotel offers. Photos of the Summer Concert Series Smashmouth were also reviewed.

Director May reported Mr. Hasenauer announced the GLOW Corporate Run will be on August 1, 2024.

The Advertising & Promotions Committee meeting adjourned at 3:41 p.m.

**Finance Committee Report:**

Committee Chairman Horton reported that the Finance Committee meeting was held on Wednesday June 26, 2024, at 3:42 p.m.

Director Horton reported that Mrs. Jacquelyne A. Leach, Chief Financial Officer reviewed the May 2024 Chief Financial Officer Reports with Committee members. Mrs. Leach discussed the results of operations for branches and Batavia Downs. The Corporation will distribute \$72,952 in surcharge revenues to member municipalities for May.

Director Horton reported that Mrs. Leach encouraged Members to review the weekly Regional VGM Numbers highlighting Batavia Downs Gaming net win performance through April as compared to same period 2024 and 2023.

The Finance Committee meeting adjourned at 4:10 p.m.

Board of Directors  
Meeting #565  
June 27, 2024  
6 of 10

**Batavia Downs Operations Committee Report:**

Committee Chairman Morgan reported the Batavia Downs Operations Committee meeting was held on Wednesday June 26, 2024, at 4:11 p.m.

Director Morgan reported that Mr. Sean S. Schiano, Vice President - Operations provided gaming statistics to the Committee.

Director Morgan reported the following Resolutions were presented.

Director Morgan reported Resolution 54-2024 was presented to purchase Tops Gift Cards from Cash Star Inc. in the total amount of \$200,000.00.

Upon motion by Director Morgan and seconded by Director Bombardo a roll call vote was taken and passed unanimously to purchase Tops Gift Cards from Cash Star Inc. in the total amount of \$200,000.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 54-2024.**

Director Morgan reported Resolution 56-2024 was presented to retain Kim Crawford to keep the racetrack in proper condition which requires resurfacing, rebanking and maintaining the racetrack to the highest possible level to retain Kim Crawford to provide such services for the period of July 27, 2024 – February 27, 2025 (72 live race dates) and July 26, 2025 – December 6, 2025 (56 live race dates) for a total cost of \$67,000.00 in 2024 and \$88,661.80 in 2025.

Upon motion by Director Morgan and seconded by Director Baxter a roll call vote was taken and passed unanimously to retain Kim Crawford to keep the racetrack in proper condition which requires resurfacing, rebanking and maintaining the racetrack to the highest possible level to retain Kim Crawford to provide such services for the period of July 27, 2024 – February 27, 2025 (72 live race dates) and July 26, 2025 – December 6, 2025 (56 live race dates) for a total cost of \$67,000.00 in 2024 and \$88,661.80 in 2025. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 56-2024.**

Director Morgan reported Resolution 57-2024 was presented for Grooms Quarters at the Quality Inn of Batavia where Western provides living accommodations for up to 9 grooms employed by owners or trainers of harness horses' participating in activities at Batavia Downs during this 2024-2025 live racing calendar year in the amount of \$40,000.

**Batavia Downs Operations Committee Report continued:**

Upon motion by Director Morgan and seconded by Director Horton a roll call vote was taken and passed unanimously for Grooms Quarters at the Quality Inn of Batavia where Western provides living accommodations for up to 9 grooms employed by owners or trainers of harness horses' participating in activities at Batavia Downs during this 2024-2025 live racing calendar year in the amount of \$40,000. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 57-2024.**

Director Morgan reported Resolution 58-2024 was presented to retain the Genesee County Sheriff's Office to provide law enforcement personnel to ensure security at Batavia Downs from June 1, 2024, through May 31, 2025, at a cost not to exceed \$150,000.00.

Upon motion by Director Morgan and seconded by Director Bartow a roll call vote was taken and passed unanimously to retain the Genesee County Sheriff's Office to provide law enforcement personnel to ensure security at Batavia Downs from June 1, 2024, through May 31, 2025, at a cost not to exceed \$150,000.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 58-2024.**

Director Morgan reported Resolution 59-2024 was presented to retain the Batavia City Police to provide law enforcement personnel to ensure security for the concerts at Batavia Downs from June 10, 2024, through August 31, 2024, at a cost not to exceed \$35,000.00.

Upon motion by Director Morgan and seconded by Director Zambito a roll call vote was taken and passed unanimously to retain the Batavia City Police to provide law enforcement personnel to ensure security for the concerts at Batavia Downs from June 10, 2024, through August 31, 2024, at a cost not to exceed \$35,000.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 59-2024.**

Director Morgan reported Resolution 60-2024 was presented to continue to engage Holland & Knight, LLC with respect to Western's Employee Retention Credit and to allocate an additional \$200,000.00.

Upon motion by Director Morgan and seconded by Director Zambito a roll call vote was taken and passed unanimously to continue to engage Holland & Knight, LLC with respect to Western's Employee Retention Credit and to allocate an additional \$200,000.00. Ayes: 13; Nays: 2; Callan, Bartow; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 60-2024.**

**Batavia Downs Operations Committee Report continued:**

Director Morgan reported Resolution 61-2024 was presented for the approval of the payment to 570 DAB, 30, LLC for leasing K-Mart parking in the amount of \$80,000.00. June 1, 2024, through May 31, 2025.

Upon motion by Director Morgan and seconded by Director Burr a roll call vote was taken and passed unanimously to approve the payment to 570 DAB, 30, LLC for leasing K-Mart parking in the amount of \$80,000.00. June 1, 2024, through May 31, 2025. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 61-2024.**

Director Morgan reported Resolution 64-2024 was presented for the purchase of a 2024 Chevrolet Silverado, for \$43,912.50 from Heinrich Chevrolet, Macedon, NY.

Upon motion by Director Morgan and seconded by Director Baxter a roll call vote was taken and passed unanimously for the purchase of a 2024 Chevrolet Silverado, for \$43,912.50 from Heinrich Chevrolet, Macedon, NY Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 64-2024.**

Director Morgan reported Resolution 65-2024 was presented to obtain 2 all-in-one Kiosks to include software, cassettes, extra cassettes, connection fee, installation, freight, and 5-day service contract per device (Monday-Friday) from Everi Payments, Inc. at a total cost not to exceed \$128,729.00

Upon motion by Director Morgan and seconded by Director Bartow a roll call vote was taken and passed unanimously to obtain 2 all-in-one Kiosks to include software, cassettes, extra cassettes, connection fee, installation, freight, and 5-day service contract per device (Monday-Friday) from Everi Payments, Inc. at a total cost not to exceed \$128,729.00. Ayes: 15; Nays: 0; Absent: 0; Vacant: 2; Seneca, Wayne. **See Resolution 65-2024.**

A motion was presented to authorize a Resolution for Wendel Energy Services, LLC as part of the NYSERDA Flexible Technical program for one half the amount of \$87,250 at a cost of \$43,625 to the Corporation.

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



Board of Directors  
Meeting #565  
June 27, 2024  
9 of 10

**Batavia Downs Operations Committee Report continued:**

Upon motion by Director Morgan and seconded by Director Bombardo a roll call vote was taken and passed unanimously to authorize Wendel Energy Services, LLC as part of the NYSERDA Flexible Technical program for one half the amount of \$87,250 at a cost of \$43,625 to the Corporation. Ayes: 14; Nays: 1; Callan; Absent: 0; Vacant: 2; Seneca, Wayne.

The Batavia Downs Operations committee meeting adjourned at 4:54 p.m.

**Branch Operations Committee:**

Committee Chairman Burr reported the Branch Operations Committee meeting was held on Wednesday June 27, 2024, at 9:00 a.m.

Director Burr reported that Ms. Dina Pane, General Manager of OTB Operations informed the Committee that branches will be open normal hours on July 4<sup>th</sup>. She reported that maintenance has been working on the landscaping of branches.

Director Burr reported that Ms. Pane presented an EZ Bet breakdown of how commissions are paid to EZ Bets, what makes a good EZ Bet, and a summary letter to prospective EZ Bets. Ms. Pane also reviewed a check list for new EZ-Bet paperwork and reviewed examples of commissions from various EZ Bets.

Director Burr reported that Ms. Pane reviewed the handle for Batavia Bets. June 1-23<sup>rd</sup> Batavia Bets handle was up 3.84% over same time last year. Ms. Pane reported the year to date through June 23<sup>rd</sup> Batavia Bets is down 7.5% from last year.

The Branch Committee meeting adjourned at 9:24 a.m.

**New Business:**

Director Horrigan thanked Senior Management for providing continuous success for the Corporation and the surrounding counties.

The next Committee and Board meeting is scheduled for July 24 and July 25, 2024, respectively.

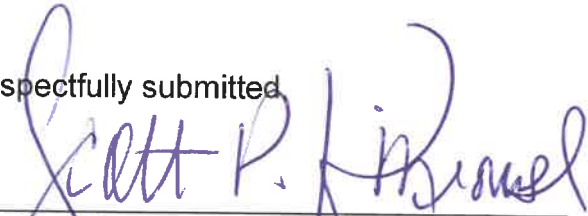
**Adjournment:**

Board of Directors  
Meeting #565  
June 27, 2024  
10 of 10

**Adjournment:**

Upon motion made by Director Burr to adjourn seconded by Director Winter the meeting was adjourned at 10:27 a.m.

Respectfully submitted,



---

Scott P. Kiedrowski, Chief Operating Officer  
Secretary to the Board

/pma

## **RESOLUTION - #54-2024**

**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**, Western needs to have Tops Market Gift Cards available for hotel and Batavia Downs promotions the period from June 2024 through June 2025; and

**WHEREAS**, Cash Star Inc., 25 Pearl Street, Portland, ME 04101 is the sole source provider for such gift cards; and

**WHEREAS**, staff recommends that the Board of Western obtain \$200,000.00 in Tops Gift Cards from Cash Star Inc.; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agrees to purchase Tops Gift Cards from Cash Star Inc in the total amount of \$200,000.00, and

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

Respectfully submitted,

Dated: June 26, 2024  
Batavia, New York

Resolution #54-2024 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>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

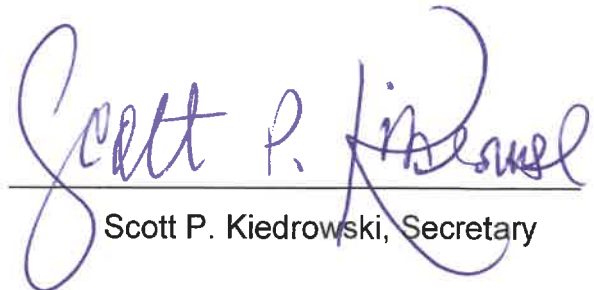
STATE OF NEW YORK    )  
  ) SS:  
COUNTY OF GENESEE   )

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 June 27, 2024 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 27th day of June 2024.

  
\_\_\_\_\_  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #55-2024**

**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**, Western needs to have a Workers Compensation Surety Bond as required by New York State; and

**WHEREAS**, the bond may be secured through AmWins Insurance Brokerage with payment to NFP as retail broker; and

**WHEREAS**, staff recommends that the Board of Western obtain a Workers Compensation Surety Bond secured through AmWins Insurance Brokerage with payment to NFP as primary broker in the total amount of \$45,000.00.; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agrees to obtain a Workers Compensation Surety Bond secured through AmWins Insurance Brokerage with payment to NFP as primary broker in the total amount of \$45,000.00; and

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

Respectfully submitted,

Dated: June 26, 2024  
Batavia, New York

Resolution #55-2024 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 Horrigan and seconded by Director Burr which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

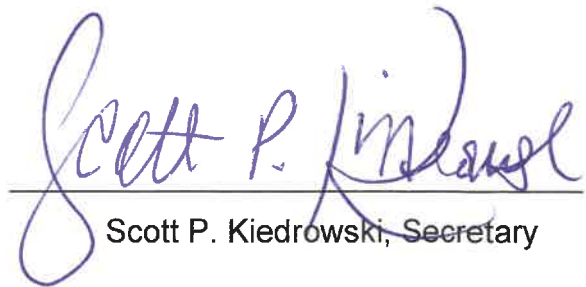
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary



## **RESOLUTION - #56-2024**

**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**, Western needs to keep the horse racetrack in proper condition which requires resurfacing, rebanking and maintaining the racetrack to the highest possible level; and

**WHEREAS**, Kim Crawford can provide such services for the period of July 27, 2024 – February 27, 2025 (72 live race dates) and July 26, 2025 – December 6, 2025 (56 live race dates) for a total cost of #67,000.00 in 2024 and \$88,661.80 in 2025; and

**WHEREAS**, staff recommends that the Board of Western retain Kim Crawford for such services; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agrees to retain Kim Crawford to provide such services for the period of July 27, 2024 – February 27, 2025 (72 live race dates) and July 26, 2025 – December 6, 2025 (56 live race dates) for a total cost of \$67,000.00 in 2024 and \$88,661.80 in 2025, 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,

Dated: June 27, 2024  
Batavia, New York

Resolution #56-2024 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 Baxter which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ]24	[ ]	[ ]	[ ]
James Wilmot	[X ]20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ]10	[ ]	[ ]	[ ]
Dennis Bassett	[X ]8	[ ]	[ ]	[ ]
Elliott Winter	[X ]8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ]5	[ ]	[ ]	[ ]
Mark Bombardo	[X ]4	[ ]	[ ]	[ ]
Michael Horton	[X ]3	[ ]	[ ]	[ ]
Vacant	[ ]3	[ ]	[ ]	[X ]
Mark Burr	[X ]3	[ ]	[ ]	[ ]
Terrance Baxter	[X ]3	[ ]	[ ]	[ ]
Thomas Wamp	[X ]2	[ ]	[ ]	[ ]
Charles Zambito	[X ]2	[ ]	[ ]	[ ]
Susan May	[X ]1	[ ]	[ ]	[ ]
Edward Morgan	[X ]1	[ ]	[ ]	[ ]
Vacant	[ ]1	[ ]	[ ]	[X ]
Paul Bartow	[X ]1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

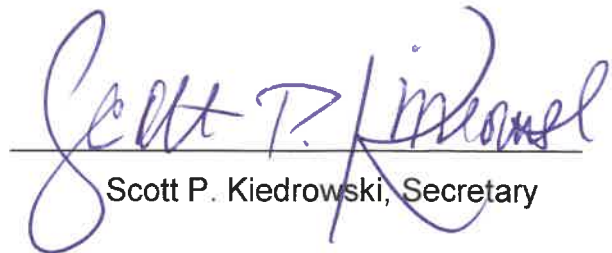
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
\_\_\_\_\_  
Scott P. Kiedrowski, Secretary

## **CONTRACTOR AGREEMENT**

**THIS AGREEMENT** effective as of June 1, 2024 (the "Effective Date"), between **WESTERN REGIONAL OFF-TRACK BETTING CORPORATION**, a public benefit corporation, with principal offices at 8315 Park Road, Batavia, New York 14020 ("**WESTERN**"), and Kim Crawford, with office located at 181 Gronczniak Road, Stillwater, New York 12170 ("**CONTRACTOR**").

### **WITNESSETH:**

**WHEREAS, WESTERN** is the owner and operator of Batavia Downs, a harness horse racetrack that conducts live pari-mutuel racing and wagering. Batavia Downs will conduct live racing in 2024 and 2025 (72 live race dates between July 27, 2024, and February 27, 2025, and 56 live racing dates in 2025 from July 26, 2025, through December 6, 2025) and desires to engage the services of **CONTRACTOR**, subject to the terms and conditions hereinafter set forth; and

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

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

1. Engagement. **WESTERN** hereby engages **CONTRACTOR** to provide professional services to **WESTERN**, such services being more particularly described in Exhibit A attached hereto. **CONTRACTOR** will also be referenced as "Racetrack Consultant,".

a). **CONTRACTOR** will provide services to **WESTERN** as "Racetrack Consultant" at Batavia Downs during the term of this agreement. In addition, **CONTRACTOR** will be available with reasonable notice for telephone consultations throughout the term of the contract. **CONTRACTOR** shall be paid a contractual rate for such consulting services as set forth in Exhibit B attached hereto.

2. Term. The term of this Agreement will commence as of the Effective Date and will continue until the completion of the 2025 live race meet season. This agreement may be canceled with or without cause by either **WESTERN** or **CONTRACTOR**. upon seven (7) calendar days' written notice to the other party.

3. Base Compensation. **WESTERN** will pay **CONTRACTOR** \$67,000 for services rendered in 2024 and \$88,661.80 for services rendered in 2025. The payment schedule is hereby attached as Exhibit C and made apart hereof.

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

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

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

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

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

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

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

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

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

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

6. Indemnification. **WESTERN** hereby agrees to indemnify and hold harmless **CONTRACTOR** to the full extent lawful, from and against any and all losses, claims, damages or liabilities (collectively, "Losses") incurred by him (including all fees and expenses of **CONTRACTOR's** reasonable travel and other out-of-pocket expenses incurred at the **WESTERN's** request, provided, however, that the **WESTERN** shall have no obligation to indemnify and hold harmless **CONTRACTOR** in respect of any Losses or expenses which are finally judicially determined to have resulted from the gross negligence or willful misconduct of **CONTRACTOR** in fulfilling its duties under this agreement.

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

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

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

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

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

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

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

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

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

WESTERN REGIONAL OFF-TRACK BETTING  
CORPORATION

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Henry F. Wojtaszek, President/CEO/General Counsel

CONTRACTOR

Dated \_\_\_\_\_

By \_\_\_\_\_  
Kim Crawford

## EXHIBIT A

**CONTRACTOR** provides professional services in the form of resurfacing the racetrack, rebanking the racetrack, maintaining the racetrack to the highest level possible during the live racing season, providing grading services when required and training staff in respect to racetrack oval maintenance.

## EXHIBIT B

**CONTRACTOR** will begin professional services on or around May 15 (weather permitting) and have racetrack resurfacing and rebanking services completed by July 1, 2024, and 2025.

Then on or around July 15 **CONTRACTOR** will provide professional services to get the racetrack ready to race by opening night, July 27, 2024 or July 26, 2025.

Once the live racing season has begun **CONTRACTOR** will work a full-time weekly schedule dependent on racetrack needs and weather until the last racing day of the 2024 and 2025 live racing season.



## Exhibit C

### Pay Schedule 2024

July 3, 2024     \$15,000 Lump Sum.

#	Week Beginning -- Ending	Payment Amount	Check Date
1	July 14 --- July 27	4,727.27	8/1/2024
2	July 28 --- Aug 10	4,727.27	8/15/2024
3	Aug 11 --- Aug 24	4,727.27	8/29/2024
4	Aug 25 --- Sept 7	4,727.27	9/12/2024
5	Sept 8 --- Sept 21	4,727.27	9/26/2024
6	Sept 22 --- Oct 5	4,727.27	10/10/2024
7	Oct 6 --- Oct 19	4,727.27	10/24/2024
8	Oct 20 --- Nov 2	4,727.27	11/7/2024
9	Nov 3 --- Nov 16	4,727.28	11/21/2024
10	Nov 17 --- Nov 30	4,727.28	12/5/2024
11	Dec 1 --- Dec 14	4,727.28	12/19/2024
		<u>\$ 52,000.00</u>	

## Exhibit D

### Pay Schedule 2025

July 3, 2025     \$15,000 Lump Sum.

#	Week Beginning -- Ending	Payment Amount	Check Date
1	Jul 13 --- Jul 26	4,916.36	7/31/2025
2	Jul 27 --- Aug 9	4,916.36	8/14/2025
3	Aug 10 --- Aug 23	4,916.36	8/28/2025
4	Aug 24 --- Sept 6	4,916.36	9/11/2025
5	Sept 7 --- Sept 20	4,916.36	9/25/2025
6	Sept 21 --- Oct 4	4,916.36	10/9/2025
7	Oct 5 --- Oct 18	4,916.36	10/23/2025
8	Oct 19 --- Nov 1	4,916.37	11/6/2025
9	Nov 2 --- Nov 15	4,916.37	11/20/2025
10	Nov 16 --- Nov 29	4,916.37	12/4/2025
11	Nov 30 --- Dec 13	4,916.37	12/18/2025
		<u>\$ 54,080.00</u>	

# Exhibit E

## Pay Schedule

### 2025 Winter Race Meet

January 2, 2025 \$5,000 Lump Sum.

#	Week Beginning -- Ending	Payment Amount	Check Date
1	Dec 29 --- Jan 11	3,916.36	1/16/2025
2	Jan 12 --- Jan 25	3,916.36	1/30/2025
3	Jan 26 --- Feb 8	3,916.36	2/13/2025
4	Feb 9 --- Feb 22	3,916.36	2/27/2025
5	Feb 23 --- Mar 8	3,916.36	3/13/2025
		<u>\$ 19,581.80</u>	

## **RESOLUTION #57-2024**

**WHEREAS**, Western Regional Off-Track Betting Corporation ("WESTERN") will conduct a live racing season commencing July 2024, and concluding February 2025; and

**WHEREAS**, bid proposals were sent to five (5) area hotels with only one response to provide housing for grooms employed by owners or trainers of harness horses participating in races at Batavia Downs; and

**WHEREAS**, Western has an agreement with the Western New York Harness Horsemen's Association ("WNYHHA") for this racing season which requires that Western provide living accommodations for up to 9 grooms employed by owners or trainers of harness horses' participating in activities at Batavia Downs during this 2024-2025 live racing calendar year; and

**WHEREAS**, the Quality Inn of Batavia ("Quality") with offices at 8250 Park Rd, Batavia, New York, has proposed a lease agreement for up to four units at its facility that would accommodate the maximum 9 grooms required under the agreement with the Horsemen for a cost not to exceed \$40,000.00; and

**WHEREAS**, staff recommends that the Board of Directors accept the proposal from Quality Inn of Batavia; now therefore

**BE IT RESOLVED**, that the Board of Directors of the Western Regional Off-Track Betting Corporation approve the proposed agreement with Quality of Batavia for the subject accommodations at an amount not to exceed \$40,000.00.

Respectively submitted,

June 27, 2024  
Batavia, New York

Resolution #57-2024 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>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

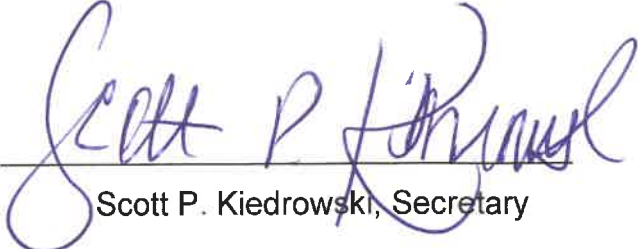
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #58-2024**

**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**, Western needs to provide law enforcement personnel to ensure security at Batavia Downs from June 1, 2024, through May 31, 2025; and

**WHEREAS**, staff recommends that the Board of Western retain the Genesee County Sheriff's Office to provide law enforcement personnel to ensure security at Batavia Downs from June 1, 2024 through May 31, 2025 at a cost not to exceed \$150,000.00; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agrees to retain the Genesee County Sheriff's Office to provide law enforcement personnel to ensure security at Batavia Downs from June 1, 2024 through May 31, 2025 at a cost \$150,000.00, and

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

Respectfully submitted,

Dated: June 27, 2024  
Batavia, New York



## LAW ENFORCEMENT AGREEMENT FOR SPECIAL/ADDITIONAL LAW ENFORCEMENT SERVICES

THIS LAW ENFORCEMENT AGREEMENT FOR SPECIAL/ADDITIONAL LAW ENFORCEMENT SERVICES ("AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Genesee ("County") with offices at 15 Main Street, Batavia, New York 14020, and **Western Regional OTB** with offices at 8315 Park Road, Batavia, New York 14020.

WHEREAS, Western Regional OTB owns and operates a gaming and hotel facility in Batavia, New York, known as Batavia Downs Gaming ("Batavia Downs"), and it hosts a number of summer concerts, and

WHEREAS, Batavia Downs' crowd density and size; traffic volume and congestion; demands on emergency services, physical resources and infrastructure require concentrated, additional law enforcement services, and

WHEREAS, Western Regional OTB is desirous of contracting with the County for additional and special law enforcement services (as defined below) required to maintain order and public safety in its facility; and

WHEREAS, the County has determined that providing such services to Batavia Downs is essential to public safety, health and welfare; and

WHEREAS, the County desires to provide these services as an independent contractor to Western Regional OTB; and

WHEREAS, the parties have determined that it is in their respective best interests to enter into this Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. INTENT:** The County, acting through the Genesee County Sheriff's Office, intends to provide additional/special law enforcement services at Batavia Downs. Additional/special law enforcement services shall mean, without limitation, the maintenance of law and order and conservation of the peace, crowd control, and traffic control. Additionally, administrative/support functions ancillary to the main mission shall be included (together with the additional/special law enforcement services referenced above shall mean "Services"). The number of law enforcement (minimum of two officers) and support personnel will vary according to the size of any events and will be determined by the Genesee County Sheriff, or his designee, in consultation with Western Regional OTB on a case-by-case basis.

**Section 2. RESPONSIBILITIES OF GENESEE COUNTY SHERIFF'S OFFICE:** The Genesee County Sheriff's Office will provide such Services as the Genesee County Sheriff, or his designee, shall deem adequate to achieve the above-stated objectives. The Genesee County Sheriff's Office will deploy necessary personnel ("Personnel") to maintain law and order, effect crowd and traffic control, and otherwise conserve the peace. Personnel deployed will be chosen by the Sheriff's Office. All Personnel subject to this Agreement,

except dispatching Personnel, will have police officer status according to their certifications. All Personnel subject to this Agreement shall be under the command and control of the Genesee County Sheriff, or his designee.

**Section 3. PAYMENT:** Western Regional OTB will pay the County for Services hereunder as follows: payment will be made to “Genesee County” after an invoice is submitted to Western Regional OTB by the Genesee County Sheriff’s Office. Hourly rates will be based upon an individual’s hourly rate, overtime rate, fringe benefits and workers’ compensation rate, as provided annually to Western Regional OTB by the Genesee County Sheriff, or his designee. Western OTB will be billed for exact hours worked. Duty rosters or time sheets may be used to track the number of Personnel assigned and hours worked. Payment will be made to Genesee County no later than thirty (30) days after the Genesee County Sheriff’s Office submits an invoice calculated as above (**Addendum A – 2024 Pay Scale**).

**Section 4. WORKERS’ COMPENSATION / INSURANCE:** All Personnel providing Services hereunder shall be covered under the County’s Workers’ Compensation Insurance and shall enjoy all other liability insurances as working for the Genesee County Sheriff’s Office, including Genesee County’s \$1,000,000.00 SIR Law Enforcement Liability Retention, \$1,000,000.00/\$2,000,000.00 SIR Law Enforcement Liability and \$2,000,000.00/\$4,000,000.00 Municipal Excess Catastrophe Liability. Western Regional OTB shall maintain commercial general liability coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence naming Genesee County as additional insured.

**Section 5. INDEMNIFICATION:** Western Regional OTB will save, hold harmless and indemnify the County against any claim or cause of action against the Sheriff, any member of the Sheriff’s Office, or County, arising out of the willful misconduct, negligence and/or gross negligence of any employee of Western OTB during the execution of this Agreement. County will save, hold harmless and indemnify Western Regional OTB against any claim or cause of action against Western Regional OTB and its respective officers, partners, directors, shareholders, and employees arising out of the willful misconduct, negligence and/or gross negligence of Sheriff, Personnel or County in the performance of this Agreement.

**Section 6. JURISDICTION, VENUE AND CHOICE OF LAW:** Any legal action arising out of the construction of this Agreement or performance thereunder shall be venued in the Supreme Court, County of Genesee, New York, and New York Law shall govern.

**Section 7. DURATION:** This Agreement shall remain in force for a maximum of one year (retroactive from June 1, 2024, through May 31, 2025).

**Section 8. CANCELLATION:** Either party may terminate this Agreement by providing the other party sixty (60) days advance written notice.

**Section 9. FORCE MAJEURE:** In case, by reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, which shall be no longer than a reasonable time for the removal of the effect thereof. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure”, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the



State or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, retraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

**Section 10. INDEPENDENT CONTRACTOR:** It is specifically understood and agreed by the parties hereto that the County, in providing the Services set forth under this Agreement, shall be considered an independent contractor. Specifically, the County and its employees, agents or other representatives shall in no regard be construed as employees or agents of Western Regional OTB nor in any other capacity except as an independent contractor and this Agreement shall be read and construed accordingly. The County and Western Regional OTB understand that this is a contract service agreement and the County is an independent contractor responsible for County's own insurance, taxes, and anything else required by local, state, or federal law, including taxes and insurance requirements related to the County's employees.

IN WITNESS WHEREOF, intending to be legally bound, hereby, the parties hereunto set their hands, as of the dates set forth below.

**COUNTY OF GENESEE**

BY: \_\_\_\_\_  
Rochelle M. Stein Date  
*Legislature Chair*

**COUNTY OF GENESEE**

BY:  \_\_\_\_\_  
William A. Sheron, Jr. Date  
*Sheriff* 06-16-2024

**WESTERN REGIONAL OTB**

BY: \_\_\_\_\_  
Henry Wojtaszek Date  
*President and CEO*

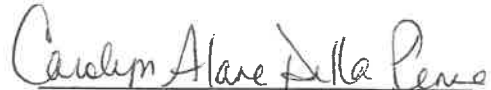
STATE OF NEW YORK }  
COUNTY OF GENESEE } SS:

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, the subscriber, personally came ROCHELLE M. STEIN, to me known, who being by me duly sworn did depose and say that she resides in the County of Genesee, New York, that she is the Chair of the Genesee County Legislature, the municipal corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided, and by Resolution No. \_\_\_\_\_ of 2024, adopted by the Genesee County Legislature on \_\_\_\_\_, 2024 and that she signed her name thereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK }  
COUNTY OF GENESEE } SS:

On this 10<sup>th</sup> day of June 2024, before me, the subscriber personally came WILLIAM A. SHERON, JR., to me known, who being by me duly sworn did depose and say that he resides in the County of Genesee, New York, and that he is the Sheriff of Genesee County, the municipal corporation described in and which executed the above instrument; that he is authorized to execute such instrument; and that he signed his name thereto by virtue of such authority.



Notary Public

CAROLYN ALANE DELLA PENNA  
Notary Public, State of New York  
No. 01DE6227412  
Qualified in Genesee County  
Commission Expires Aug. 30, 2026

STATE OF NEW YORK }  
COUNTY OF GENESEE } SS:

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, the subscriber, personally came HENRY WOJTASZEK, to be known, who being by me duly sworn did depose and say that he is the President and CEO of Western Regional OTB, the company described in and which executed the above instrument; that he is authorized to execute such instrument; and that he signed his name thereto by virtue of his authority.

\_\_\_\_\_  
Notary Public

## 2024 Pay Scale

Grade 10/Step 5 Emergency Services Dispatcher	Grade 13/Step 5 Sr. Emergency Services Dispatcher	Grade 12/Step 3 Deputy Sheriff	Grade 15/Step 3 Sergeant
Hourly Rate	\$ 29.68	Hourly Rate	\$ 37.80
Longevity	0.69	Longevity	1.37
<b>Subtotal:</b>	<b>\$ 30.37</b>	<b>Subtotal:</b>	<b>\$ 39.17</b>
OT Rate (x 1.5)	\$ 45.56	OT Rate (x 1.5)	\$ 58.76
Shift Differential	0.83	Shift Differential	1.05
<b>Subtotal:</b>	<b>\$ 46.39</b>	<b>Subtotal:</b>	<b>\$ 59.81</b>
SS Tax	6.20%	SS Tax	6.20%
Medicare Tax	1.45%	Medicare Tax	1.45%
Retirement	17.8%	Retirement	30%
Workers Comp	.39%	Workers Comp	.39%
<b>Total Hourly Rate:</b>	<b>\$ 58.37</b>	<b>Total Hourly Rate:</b>	<b>\$ 82.55</b>
Hourly Rate	\$ 34.30	Hourly Rate	\$ 43.42
Longevity	0.69	Longevity	1.37
<b>Subtotal:</b>	<b>\$ 34.99</b>	<b>Subtotal:</b>	<b>\$ 44.79</b>
OT Rate (x 1.5)	\$ 52.49	OT Rate (x 1.5)	\$ 67.19
Shift Differential	0.83	Shift Differential	1.05
<b>Subtotal:</b>	<b>\$ 53.32</b>	<b>Subtotal:</b>	<b>\$ 68.24</b>
SS Tax	6.20%	SS Tax	6.20%
Medicare Tax	1.45%	Medicare Tax	1.45%
Retirement	17.8%	Retirement	30%
Workers Comp	.39%	Workers Comp	.39%
<b>Total Hourly Rate:</b>	<b>\$ 67.09</b>	<b>Total Hourly Rate:</b>	<b>\$ 94.19</b>

## 2025 Pay Scale

Grade 10/Step 5 Emergency Services Dispatcher	
Hourly Rate	\$ 30.57
Longevity	0.69
<b>Subtotal: \$ 31.26</b>	
OT Rate (x 1.5)	\$ 46.89
Shift Differential	0.83
<b>Subtotal: \$ 47.72</b>	
SS Tax	6.20% \$ 2.96
Medicare Tax	1.45% 0.69
Retirement	17.8% 8.49
Workers Comp	.39% 0.19
<b>Total Hourly Rate: \$ 60.05</b>	

Grade 13/Step 5 Sr. Emergency Services Dispatcher	
Hourly Rate	\$ 35.32
Longevity	0.69
<b>Subtotal: \$ 36.01</b>	
OT Rate (x 1.5)	\$ 54.02
Shift Differential	0.83
<b>Subtotal: \$ 54.85</b>	
SS Tax	6.20% \$ 3.40
Medicare Tax	1.45% 0.80
Retirement	17.8% 9.76
Workers Comp	.39% 0.21
<b>Total Hourly Rate: \$ 69.02</b>	

Grade 12/Step 3 Deputy Sheriff	
Hourly Rate	\$ 39.68
Longevity	1.37
<b>Subtotal: \$ 41.05</b>	
OT Rate (x 1.5)	\$ 61.58
Shift Differential	1.05
<b>Subtotal: \$ 62.63</b>	
SS Tax	6.20% \$ 3.88
Medicare Tax	1.45% 0.91
Retirement	30% 18.79
Workers Comp	.39% 0.24
<b>Total Hourly Rate: \$ 86.45</b>	

Grade 15/Step 3 Sergeant	
Hourly Rate	\$ 45.58
Longevity	1.37
<b>Subtotal: \$ 46.95</b>	
OT Rate (x 1.5)	\$ 70.43
Shift Differential	1.05
<b>Subtotal: \$ 71.48</b>	
SS Tax	6.20% \$ 4.43
Medicare Tax	1.45% 1.04
Retirement	30% 21.44
Workers Comp	.39% 0.28
<b>Total Hourly Rate: \$ 98.66</b>	

Resolution #58-2024 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 Bartow which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ]24	[ ]	[ ]	[ ]
James Wilmot	[X ]20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ]10	[ ]	[ ]	[ ]
Dennis Bassett	[X ]8	[ ]	[ ]	[ ]
Elliott Winter	[X ]8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ]5	[ ]	[ ]	[ ]
Mark Bombardo	[X ]4	[ ]	[ ]	[ ]
Michael Horton	[X ]3	[ ]	[ ]	[ ]
Vacant	[ ]3	[ ]	[ ]	[X ]
Mark Burr	[X ]3	[ ]	[ ]	[ ]
Terrance Baxter	[X ]3	[ ]	[ ]	[ ]
Thomas Wamp	[X ]2	[ ]	[ ]	[ ]
Charles Zambito	[X ]2	[ ]	[ ]	[ ]
Susan May	[X ]1	[ ]	[ ]	[ ]
Edward Morgan	[X ]1	[ ]	[ ]	[ ]
Vacant	[ ]1	[ ]	[ ]	[X ]
Paul Bartow	[X ]1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

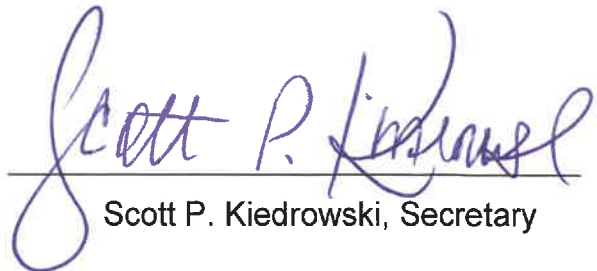
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #59-2024**

**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**, Western needs to provide law enforcement personnel to ensure security for the concerts at Batavia Downs from June 10, 2024, through August 31, 2024; and

**WHEREAS**, staff recommends that the Board of Western retain the Batavia City Police to provide law enforcement personnel to ensure security for the concerts at Batavia Downs from June 10, 2024 through August 31, 2024 at a cost not to exceed \$35,000.00; and now therefore

**BE IT RESOLVED**, that Western’s Board of Directors agrees to retain the Batavia City Police to provide law enforcement personnel to ensure security for the concerts at Batavia Downs from June 10, 2024 through August 31, 2024 at a cost not to exceed \$35,000.00, and

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

Respectfully submitted,

Dated: June 27, 2024  
Batavia, New York

**Contract**

**Between the City of Batavia and the Western Regional Off-Track Betting Corporation/Batavia Downs Gaming & Hotel**

This agreement is entered into on 01/10/24 by and between City of Batavia ("City") located at 10 W. Main St. Batavia, NY 14020, and Western Regional Off-Track Betting Corporation, ("Western") located at 8315 Park Road Batavia, NY 14020.

The purpose of this agreement is to allow City of Batavia Police officers to provide security and safety assistance for Western during the 2024 Batavia Downs Concert Series. The terms of this agreement shall be from the date of execution to August 31, 2024.

The City of Batavia Police will provide the following services, as requested by Western;

Security coverage dates as follows:

Friday, June 21, 2024

Friday, June 28, 2024

Friday, July 5, 2024

Friday, July 12, 2024

Friday, July 19, 2024

Friday, July 26, 2024

Friday, August 2, 2024

Friday, August 9, 2024

Friday, August 16, 2024

It is further agreed that the City of Batavia Police Chief has sole discretion to determine the number of officers assigned to each event.

Attached is the rate schedule for officers. Invoices shall correspond with the rates provided for each event.

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations. This provision shall survive expiration of the agreement.

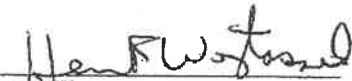


All immunities from liability enjoyed by the City within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement. This provision shall survive expiration of the agreement.

Signatures;

  
Eugene Jankowski Jr, Council President  
City of Batavia

10/10/24  
Date

  
Henry Wojtaszek, President  
Western Regional Off-Track Betting Corporation

5/21/24  
Date

Resolution #59-2024 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 Zambito which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

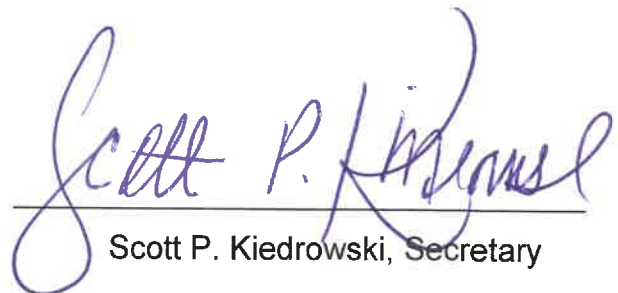
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
\_\_\_\_\_  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #60-2024**

**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**, Western needs to continue its Employee Retention Credit Application and allocate an additional \$200,000.00 to it; and

**WHEREAS**, staff recommends that the Board of Western continue to engage Holland & Knight, LLC with respect to Western’s Employee Retention Credit and to allocate an additional \$200,000.00; and now therefore

**BE IT RESOLVED**, that Western’s Board of Directors agrees to continue to engage Holland & Knight, LLC with respect to Western’s Employee Retention Credit and to allocate an additional \$200,000.00, and

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

Respectfully submitted,

Dated:            June 27, 2024  
                      Batavia, New York

Resolution #66-2024 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>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[ ] 24	[X ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[ ] 1	[X ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK )

) SS:

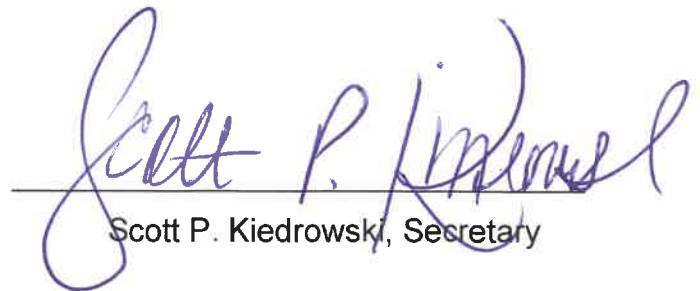
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #61-2024**

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

**WHEREAS**, Western needed to provide parking in the K-Mart parking lot near its Batavia Downs facility from June 1, 2024, through May 31, 2025; and

**WHEREAS**, staff recommends that Western's Board Of Directors approves the payment of \$80,000.00 to DAB, LLC to lease portions of the K-Mart parking; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors approves the payment to DAB, LLC for K-Mart parking in the amount of \$80,000.00; 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,

Dated: June 27, 2024  
Batavia, New York

LEASE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between 570 DAB 30, LLC ("Lessor"), having offices at 7978 Cooper Creek Boulevard, Suite #100, University Park, Florida 34201, and WESTERN REGIONAL OFF-TRACK BETTING CORP d/b/a OTB ("Lessee"), having offices at 8315 Park Road, Batavia, New York 14020.

DEMISED PREMISES

1. The Lessor hereby lets to the Lessee and the Lessee hereby hires from the Lessor the parking field not located in the Prohibited Area (hereafter defined) on Exhibit A attached hereto and made a part hereof (the "Demised Premises") located at 8363 Lewiston Road, Batavia, New York (the "Development"). The area shown on Exhibit A in red attached hereto at the corner of Park Road and Lewiston Road is herein referred to as the "Prohibited Area". Lessee shall not permit parking on or use of any portion of the Prohibited Area. Lessee's use, as defined in this Lease, shall only occur within existing parking spaces at the Demised Premises and shall not block or interfere with any drive aisles, driveways, curb cuts, access, or other areas or Lessor's use or Lessor's other tenants' uses at the Development. Lessor reserves the right to enlarge or diminish store sizes, the parking area, including the Demised Premises, and the remainder of the Development, and to construct additional buildings on the site of which the Demised Premises are a part.

TERM

2. The Demised Premises are leased for a term commencing on June 1, 2024 and ending on May 31, 2025.

RENT

3. A. Lessee shall pay to Lessor \$31,000.00 upon Lessee's execution of this Lease Agreement and \$31,000.00 on August 1, 2024, all without offset or deduction to Lessor, in its name, at P.O. Box #713201, Philadelphia, Pennsylvania 19171-3201, or to such other address or payee as Lessor may designate in writing.

B. Commencing September 1, 2024, Lessee shall pay to Lessor a monthly rent of \$2,000.00 in advance on the first day of each month without offset or deduction for the months of September 2024 through May 2025, at the location set forth above. Lessee shall be required to pay any applicable taxes levied against rental payments made hereunder.

LATE CHARGE

4. Lessee agrees to pay all rents and other charges under the terms of this Lease when they are due and payable. Any rents remaining unpaid ten (10) days after receipt of invoice shall be subject to a two percent (2%) monthly late charge (or the maximum amount permitted by law, if less).



USE

5. Lessee covenants and agrees to use the Demised Premises for the following purpose only: parking for Lessee's Summer Concert Series and for additional parking for the nearby casino ("Batavia Downs Gaming & Hotel"). Lessee acknowledges that its use of the Demised Premises is on a non-exclusive basis and shared with other tenants of Lessor's property. Lessee further covenants and agrees with the Lessor that during the term of this Lease and for such other times as the Lessee shall hold or have access to the Demised Premises, that (a) there will be no tailgating activities at the Demised Premises, such as, food and/or alcohol consumption inside or outside of the vehicles of Lessee's invitees at the Demised Premises, and (b) no obnoxious use and/or a nuisance at the Demised Premises. Lessee shall carry on no other business on said Premises without the prior written consent of Lessor. Lessee may not assign or sublet the Demised Premises without the prior written consent of Lessor.

PROTECTION OF PROHIBITED AREA

6. Notwithstanding anything herein to the contrary, Lessor reserves the right to protect the Development and Prohibited Area and access thereto, to the satisfaction and discretion of Lessor, at Lessee's sole cost and expense, including, but not limited to, requiring that Lessee place temporary jersey barriers, cones, signage, fencing, or hire personnel to protect the Prohibited Area and oversee Lessee's use of the Demised Premises during events, or have Lessee take other reasonable and appropriate measures at the Development. Notwithstanding the foregoing, the protection of the Prohibited Area shall not block or interfere with any drive aisles, driveways, curb cuts, access, or other areas or Lessor's use or Lessor's other tenants' uses at the Development.

LIABILITY

7. A. Lessee further covenants and agrees with the Lessor that during the term of this Lease and for such other times as the Lessee shall hold or have access to the Demised Premises, that (a) the Lessor and its affiliates shall not be liable to the Lessee or to any other person for any claim, injury, loss or damage to any person or property on or about the Demised Premises or Development, sidewalks adjacent thereto, or any public areas, and that (b) the Lessee will save the Lessor harmless and indemnified from and against such claim, injury, loss, or damage (including defense costs). Lessee agrees to provide commercial general liability insurance with a minimum limit of \$3,000,000.00 per occurrence covering bodily injury and property damage. Insurance policies will be written in the name of the Lessee with the Lessor, its ground lessor(s) and/or mortgagee(s), if any, named as additional insureds and Lessee shall provide Lessor with certificates and the appropriate policy sections evidencing such policies and shall thereafter provide Lessor with appropriate evidence of such coverage upon each anniversary date of the policy or upon a change in coverage on such policy.

B. The minimum coverage amounts as stated in this Section may be satisfied with any combination of primary and excess/umbrella limits, but in

no event shall a deductible or retention exist in excess of \$5,000.00 before the required insurance applies.

C. Lessee further covenants and agrees with the Lessor to indemnify and hold Lessor harmless from and against all damage on the Demised Premises or Development caused by Lessee, its agents, their invitees, guests, customers, and employees.

#### MAINTENANCE

8. Lessor shall be responsible for all structural maintenance and capital repairs to the Demised Premises. Lessee shall be responsible for day-to-day maintenance and snow removal of the Demised Premises.

#### TRASH REMOVAL

9. Lessee shall be responsible for all trash removal on the Demised Premises. Lessee further covenants and agrees that Lessee shall install and regularly empty at least four (4) trash cans on the Demised Premises.

#### CANCELLATION

10. Notwithstanding anything contained herein to the contrary, Lessee agrees that Lessor may terminate this Lease for any reason upon thirty (30) days prior written notice to Lessee with such termination to be effective no sooner than September 1, 2024.

#### CONDITION OF PREMISES

11. Lessee agrees to accept the Demised Premises in an "as is" condition with no representation or warranty, express or implied, as to its present or future condition or suitability for its intended use. Upon expiration or sooner termination of this Lease Lessee shall vacate and surrender the Demised Premises in at least as good a condition as upon initial delivery to Lessee, broom clean and with all of Lessee's fixtures, fences, barriers, cones, signage, any personal or rented property, furnishings and equipment removed by Lessee.

#### SIGNS/ALTERATIONS

12. Lessee shall not install any signs at the Demised Premises, nor make any alterations to the Demised Premises without Lessor's prior written consent.

#### DEFAULT

13. A. In the event that Lessee shall violate any condition, covenant or agreement contained in this Lease or any part thereof, then Lessor shall have the right at Lessor's election to terminate this Lease, on first giving to Lessee ten (10) days notice of such election to be served by private delivery service such as FedEx where a signed delivery receipt is obtained, by registered or certified mail in a postpaid envelope addressed to the Lessee, or by posting the same in some conspicuous place in or about the Demised

Premises and the above mentioned term shall thereupon cease upon the expiration of said ten (10) days in the same manner and to the same effect as if that were the expiration of the original term of this Lease; it being further understood and agreed that such election shall be solely in the discretion of Lessor, and if exercised shall be conclusive upon Lessee.

B. Upon the termination of this Lease either at the option of the Lessor as aforesaid or at the expiration by lapse of time of the term hereof, the Lessee will at once surrender possession of Demised Premises to the Lessor and remove all effects therefrom and if such possession be not immediately surrendered, the Lessor may forthwith re-enter Demised Premises and repossess itself thereof as in its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any trespass or forcible entry.

C. Any and all rights and remedies which Lessor may have under this Lease shall be in addition to and not in limitation of Lessor's rights at law or in equity, shall be cumulative, shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time. Lessee's default shall entitle Lessor to declare the entire rental for the balance of the term immediately due and payable at once.

#### HOLDING OVER

14. In the event that Lessee shall remain in the Demised Premises after the expiration of the term of this Lease without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease. Lessor may, at its option, elect to treat Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease except as to duration and rental which Lessor and Lessee agree shall increase to double the amount of the annual rental last in effect.

#### NOTICES

15. Unless specifically stated to the contrary in this Lease, any notice or other communication which is or may be required to be given by Lessor or Lessee under this Lease or by law to the other party, hereinafter referred to as "Notice", shall be in writing and shall be either personally delivered to such other party or shall be sent by registered or certified mail, postage paid by sender, return receipt requested, or by overnight courier service. Said Notice shall be sent to such other party at the address specified in the opening paragraph of this Lease. Notwithstanding the foregoing, any invoice, statement, or bill which is or may be required to be sent to Lessee under this Lease or by law may be sent by regular U.S. mail.

#### CAPTIONS AND DEFINITIONS

16. Marginal captions of this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

The necessary grammatical changes which shall be required to make the provisions of this Lease apply, (a) in the plural sense if there shall be more than one Lessor, and (b) to any Lessor which shall be either a corporation, an association, a partnership, or individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this Lease under any of the Articles hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

WAIVER OF COVENANT OR CONDITION

17. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same be and remain in full force and effect.

NEGOTIATION AND EXECUTION

18. The furnishing of this Lease to the Lessee by the Lessor shall not be considered an offer to lease, even though completed in every respect, until and unless the document has been executed by the appropriate officers of Lessor. No deposit of proposed rent or security deposit and no correspondence or other communication respecting this Lease shall create any obligation to go forward with this Lease until the Lease document is fully completed and executed by both the Lessor and Lessee.

COUNTERPARTS AND ELECTRONIC TRANSMITTAL

19. This agreement may be executed in several counterparts each of which when taken together shall be considered one and the same instrument and shall constitute a binding agreement. This agreement may be effected by electronic means, (including pdf and/or certificate based digital signature), executed and delivered by electronic copy or via facsimile, which such electronic copy or facsimile signatures and delivery shall be valid and binding the same as if original documents were delivered.

**NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR PROMISES EXCEPT AS HEREIN CONTAINED, AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, the corporate parties by their proper officers thereunto duly authorized, as of the day and year first above written.

**LESSOR:**

570 DAB 30, LLC

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

By: \_\_\_\_\_  
Shaun Jackson, Counsel and Authorized Agent

**LESSEE:**

WESTERN REGIONAL OFF-TRACK BETTING CORP

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

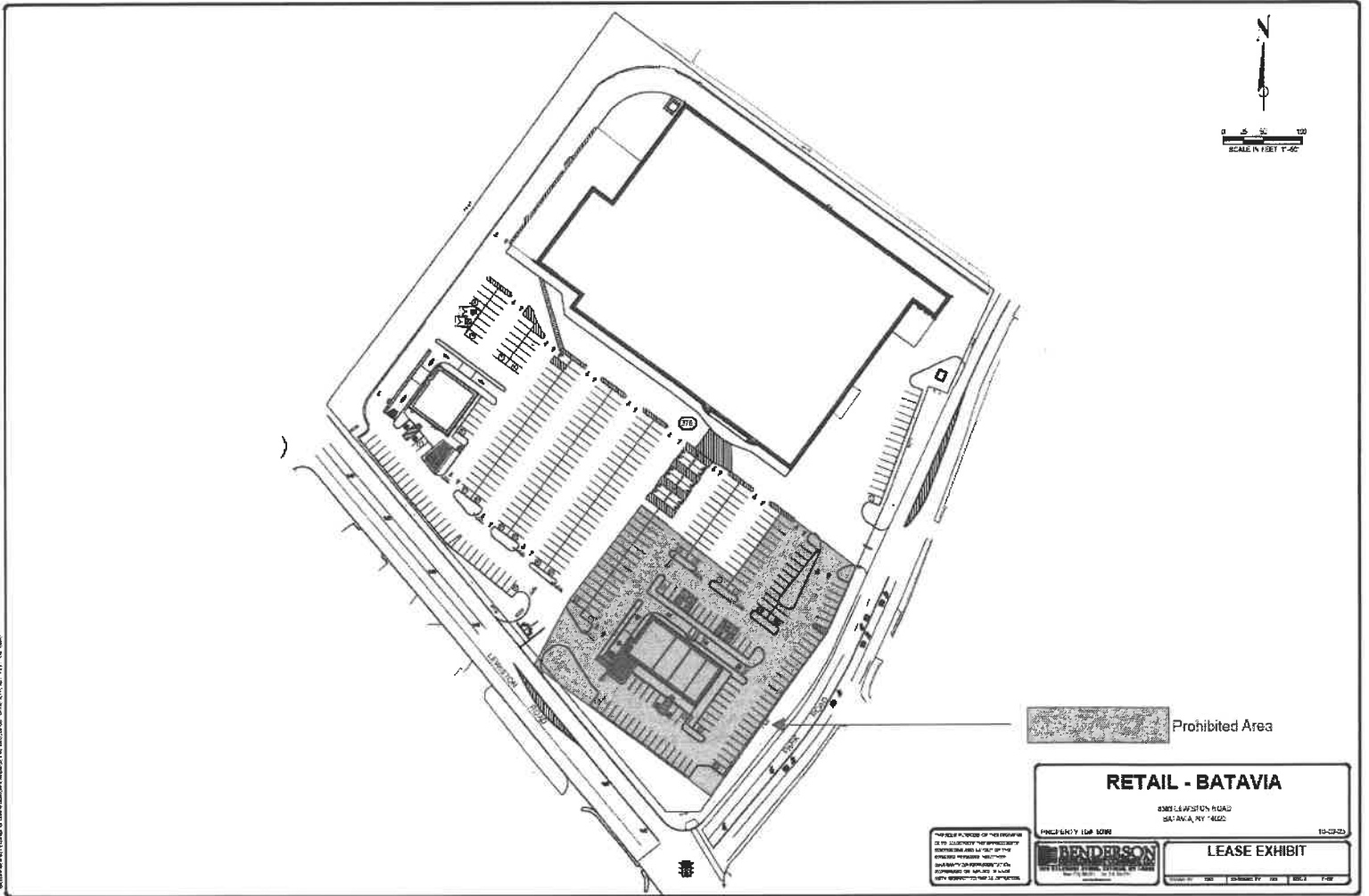
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Tax ID#: \_\_\_\_\_

**EXHIBIT A**  
**SITE PLAN**  
**Property #5266**



Please initial: \_\_\_\_\_  
\_\_\_\_\_

Resolution #62-2024 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 Horrigan and seconded by Director Zambito which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

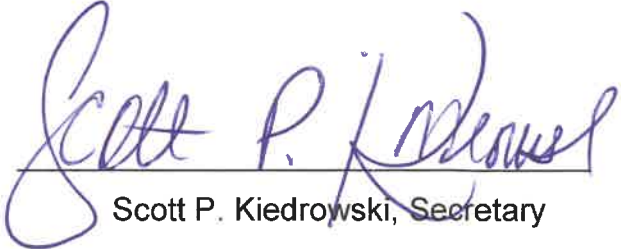
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary



## **RESOLUTION - #62-2024**

**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**, Western needs to have Excess Workers Compensation Insurance from June 1, 2024 through May 31, 2025 as required by New York State; and

**WHEREAS**, the insurance may be secured with payment to NFP as retail broker in the amount of \$205,568.00; and

**WHEREAS**, staff recommends that the Board of Western secure Excess Workers Compensation Insurance from June 1, 2024 through May 31, 2025 with payment to NFP Property and Casualty Services Inc in the amount of \$205,568.00; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors agrees to secure Excess Workers Compensation Insurance from June 1, 2024 through May 31, 2025 with payment to NFP Property and Casualty Services Inc in the amount of \$205,568.00; 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,

Dated: June 27, 2024  
Batavia, New York

STATEMENT

An Aon Company  
 Remit to: NFP Property & Casualty Services, Inc.  
 PO Box 200522  
 Dallas, TX 75320-0522  
 Phone: (716)632-4442

WESTREG-03 \$ .00  
 6/3/2024 \$250,568.00

Account Name: Western Regional Off-Track Betting Corporation

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

Payment Options

1. Pay via ACH or Wire, see instructions below.
2. Pay On-line at: <https://nfp-r.or.cpayspolicy.com>  
 Note: ePay charges a small fee for ACH transfers and a percentage of the amount on credit card payments.
3. Mail check to: NFP Property & Casualty Services, Inc.  
 See Remittance Address Above

Premium due upon receipt or by the due date shown, whichever is later.

Please include the invoice number to help us identify your payment.

Wire or ACH Transfer

Account Name: NFP Property & Casualty Services Inc  
 Bank Name: Wells Fargo Bank  
 Bank Address: 420 Montgomery Street, San Francisco, CA 94104

Routing: 121000248  
 Checking Account: 20000 7948463  
 Bank Swift: BIC WFBUS66 (International)

Carrier: Safety National Casualty Corporation  
 Policy Period: 6/1/2024 to 6/1/2025

758979	06/01/2024	AGC4068742	Excess Workers Compensation Effective 6/	\$205,568.00	\$205,568.00
--------	------------	------------	--	--------------	--------------

Carrier: Safety National Casualty Corporation  
 Policy Period: 5/30/2024 to 5/30/2025

Po. 4/7

771170	05/30/2024	SIB10069NY25	Renewal of Bond Effective 5/30/2024	\$45,000.00	\$45,000.00
--------	------------	--------------	-------------------------------------	-------------	-------------

\$0.00	\$250,568.00	\$0.00	\$0.00	\$0.00	\$250,568.00
--------	--------------	--------	--------	--------	--------------

~~As of~~

Overnight Lockbox Services 200522, National Financial Services, 2975 Regent Blvd, Suite 100, Irving, TX 75063

6/3/2024

Page 1 of

For informational purposes only. This report does not amend, extend or alter coverage. Please refer to the actual policies for specific terms, conditions, inclusions and exclusions. Issued by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. in California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0115715

MCMT11

OCUPA:

## Premium Summary

Coverage	Carrier	Annualized Expiring Premium (Midwest)	Annual Estimated Premium (Safety)
Excess Workers' Compensation	Safety National Casualty Corporation	\$183,979	\$205,568
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>		<b>\$183,979</b>	<b>\$205,568</b>

**Terrorism Option – Due to the Terrorism Risk Insurance Act of 2002, you now have the right to purchase coverage for losses arising out of the Acts of Terrorism, as defined in Section 102 (1) of the act. Under Federal Law you may purchase this terrorism coverage for an additional premium not included in this quote. We will require written confirmation at the time of binding if you elect or reject this coverage.**

### Payment Options

- Annual, Full Payment

**All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.**

**In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.**

**Higher limits may be available. Please contact us if you would like a quote for higher limits.**



20 Northpointe Pkwy, Suite 165, Amherst, NY 14228 • (716) 632-4442 • NFP.com

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc. (Doing business in California as NFP Property & Casualty Insurance Services, Inc. License # 0F1671F). L&H Insurance Services provided through NFP Corporate Services (NY), LLC (Doing business in California as NFP Corporate Insurance Services, LLC License # 0F44181). Both entities are subsidiaries of NFP Corp. (NFP).

Resolution #61-2024 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 Burr which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

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 June 27, 2024 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 27th day of June 2024.

  
\_\_\_\_\_  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #63-2024**

**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**, Western needs to have Participant Accident Insurance from June 1, 2024 through May 31, 2025 as required by New York State; and

**WHEREAS**, the insurance may be secured through Chubb Insurance for \$26,059.00 with Lawley LLC as retail broker; and

**WHEREAS**, staff recommends that the Board of Western secure Participant Accident Insurance from June 1, 2024, through May 31, 2025 through Chubb Insurance for \$26,059.00 with Lawley LLC as retail broker; and now therefore

**BE IT RESOLVED**, that Western’s Board of Directors agrees to secure Participant Accident Insurance from June 1, 2024 through May 31, 2025 through Chubb Insurance for \$26,059.00 with Lawley LLC as retail broker; 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,

Dated: June 27, 2024  
Batavia, New York

**CHUBB**

**Federal Insurance Company  
Special Risk Insurance Application**

**Section I Policyholder Information**

**Name of Policyholder:** WESTERN REGIONAL OFF TRACK BETTING CORPORATION

**Address** 8315 PARK ROAD

**City** BATAVIA **State** NY **Zip Code** 14020

**Phone Number:**

**Contact Name:**

**Effective Date:** 06/01/2024

**Policy Number:** 9912-35-09

**INSURANCE REQUESTED**

**A) CLASS OF INSURED PERSONS**

1 All Participants and Volunteers of the Policyholder.

**B) PRINCIPAL SUM**

1 \$25,000

**C) HAZARD**

1 Covered Activities

**D) ACCIDENTAL DEATH AND DISMEMBERMENT**

**Class**

All

**Accidental:**

**Benefit Amounts (Percentage of  
Principal Sum)**

Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

**E) ADDITIONAL BENEFITS**

CLASS	BENEFIT	BENEFIT AMOUNT
1	Primary Accident Medical Expense	\$50,000
		Deductible \$0

**Aggregate Limit of Insurance**

The Aggregate Limit of Insurance applies:

\$1,000,000 per Accident

**Premium**

Amount Due \$26,059  
Due Date 06/01/2024

**Employee Retirement Income Security Act**

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) \_\_\_\_\_


**Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

**Fraud Warning**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.**

Name of Policyholder: \_\_\_\_\_

_____	_____	_____
Date	Signature	Title
		
	Company Authorized Representative	



Resolution #63-2024 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 Horrigan and seconded by Director Zambito which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

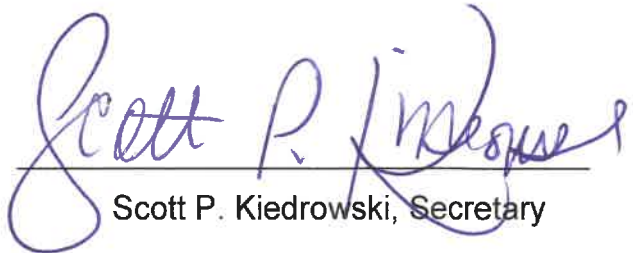
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary

## **RESOLUTION - #64-2024**

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

**WHEREAS**, Western needs a new truck for the racing starting gate and most truck orders are 4-6 month waits; and

**WHEREAS**, Heinrich Chevrolet, Macedon, NY has the type vehicle needed for a price competitive with NYS contract quotes; and

**WHEREAS**, staff recommends that Western's Board Of Directors approves the purchase of the needed truck, a 2024 Chevrolet Silverado, for \$43,912.50; and now therefore

**BE IT RESOLVED**, that Western's Board of Directors approves the purchase of the needed truck, a 2024 Chevrolet Silverado, for \$43,912.50 from Heinrich Chevrolet, Macedon, NY; 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,

Dated: June 27, 2024  
Batavia, New York

Resolution #64-2024 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 Baxter which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ]24	[ ]	[ ]	[ ]
James Wilmot	[X ]20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ]10	[ ]	[ ]	[ ]
Dennis Bassett	[X ]8	[ ]	[ ]	[ ]
Elliott Winter	[X ]8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ]5	[ ]	[ ]	[ ]
Mark Bombardo	[X ]4	[ ]	[ ]	[ ]
Michael Horton	[X ]3	[ ]	[ ]	[ ]
Vacant	[ ]3	[ ]	[ ]	[X ]
Mark Burr	[X ]3	[ ]	[ ]	[ ]
Terrance Baxter	[X ]3	[ ]	[ ]	[ ]
Thomas Wamp	[X ]2	[ ]	[ ]	[ ]
Charles Zambito	[X ]2	[ ]	[ ]	[ ]
Susan May	[X ]1	[ ]	[ ]	[ ]
Edward Morgan	[X ]1	[ ]	[ ]	[ ]
Vacant	[ ]1	[ ]	[ ]	[X ]
Paul Bartow	[X ]1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

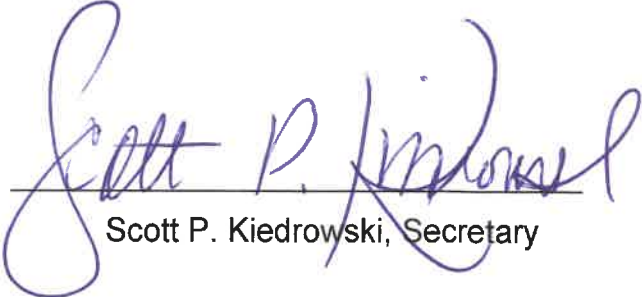
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary



Date/Time: Jun 6, 2024 04:17 PM  
 Buyer: Western Off-Track Betting Cor  
 Phone: Salesperson: Tony Heary  
 Phone:  
 Address: 8315 Park Rd  
 Batavia, NY 14020

**2024 Chevrolet Silverado 1500, Body Type:**  
 VIN:1GCRDBEK0RZ288029

<b>Cash</b>	Balance Due
\$ Down	
<b>\$0</b>	<b>\$43,913</b>

<b>MSRP/Retail</b>	<b>\$48,215.00</b>
<b>Selling Price</b>	<b>\$48,215.00</b>
<b>Rebates</b>	<b>\$4,500.00</b>
<b>Government Fees</b>	<b>\$22.50</b>
<b>Proc/Doc Fees</b>	<b>\$175.00</b>
<b>Total Balance Due</b>	<b>\$43,912.50</b>
<b>Total Savings + Rebates</b>	<b>\$4,500.00</b>

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

*With Approved Credit*

**Van Bortel** 1338 W. Main Street Macedon, NY 14502 585-586-7705 Fax 585-586-7706

**Vehicle Purchase Proposal**

Attention:

Stock Vehicle

Final Order Date Yet To Be Determined  
 Order# BRKKNJ  
 2023 Silverado 1500 Reg Cab 1WT Long Box 4WD

Phone: 5555555 Fax:

Item Description	Code	Qty	Your Price	MSRP
2023 Chevrolet Silverado 1500 1WT Reg Cab 4WD Long Box	CK10903	1	\$ 34,870.00	\$ 42,195.00
Paints, solid, Woodland Green	9V5	1	\$ 414.00	\$ 450.00
Engine, 5.3L EcoTec3 V8	LB4	1	\$ 1,467.40	\$ 1,595.00
Transmission, 10-speed automatic, electronically controlled	MHT	1	\$ 0.00	\$ 0.00
Remote Keyless Entry, with 2 transmitters	AQQ	1	\$ 0.00	\$ 0.00
Door locks, power	AU3	1	\$ 0.00	\$ 0.00
Seats, front 40/20/40 split-bench	AZ3	1	\$ 0.00	\$ 0.00
Floor covering, rubberized-vinyl	BG9	1	\$ 0.00	\$ 0.00
GVWR, 6900 lbs. (3130 kg)	C5H	1	\$ 0.00	\$ 0.00
Mirrors, outside heated power-adjustable	DLF	1	\$ 0.00	\$ 0.00
Durabed, pickup bed	E63	1	\$ 0.00	\$ 0.00
Auto-locking rear differential	G80	1	\$ 363.40	\$ -395.00
Rear axle, 3.42 ratio	GU6	1	\$ 0.00	\$ 0.00
Audio system, Chevrolet Infotainment 3 system	IOR	1	\$ 0.00	\$ 0.00
Trailer brake controller, integrated	JL1	1	\$ 253.00	\$ 275.00
Alternator, 220 amps	KW5	1	\$ 0.00	\$ 0.00
Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	NE1	1	\$ 0.00	\$ 0.00
Chevy Safety Assist	PED	1	\$ 0.00	\$ 0.00
Tires, 255/70R17 all-season, blackwall	QBN	1	\$ 0.00	\$ 0.00
Tire, spare 255/70R17 all-season, blackwall	QBR	1	\$ 0.00	\$ 0.00
Tailgate, standard	QK1	1	\$ 0.00	\$ 0.00
Not Equipped with Steering Column Lock, see dealer for details	R7N	1	\$ -44.00	\$ -44.00
Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	RD6	1	\$ 0.00	\$ 0.00
Tire carrier lock, keyed cylinder lock	SAF	1	\$ 0.00	\$ 0.00
IntelliBeam, automatic high beam on/off	TQ5	1	\$ 0.00	\$ 0.00
Following Distance Indicator	UE4	1	\$ 0.00	\$ 0.00
Forward Collision Alert	UEU	1	\$ 0.00	\$ 0.00
Lane Keep Assist with Lane Departure Warning	UHX	1	\$ 0.00	\$ 0.00
Automatic Emergency Braking	UHY	1	\$ 0.00	\$ 0.00
Front Pedestrian Braking	UKJ	1	\$ 0.00	\$ 0.00
HD Rear Vision Camera	UVB	1	\$ 0.00	\$ 0.00
Recovery hooks, front, frame-mounted, Black	V76	1	\$ 0.00	\$ 0.00
License plate kit, front	VK3	1	\$ 0.00	\$ 0.00
Trailer Package	Z82	1	\$ 363.40	\$ 395.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first. Any attempt in canceling an order is subject to the manufacturers ability to cancel the order.	<b>Total Price:</b>		\$ 37,487.20	
<b>Quantity on this Order: 1</b>	<b>Grand Total:</b>		\$ 37,487.20	

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Van Bortel Chevrolet Inc (WBE) Federal ID 46-129-8708 Salesperson: Josh Relyea Quote: 34818

## Megan Glor

---

**From:** Megan Glor  
**Sent:** Friday, June 7, 2024 1:36 PM  
**To:** Tom Balk  
**Subject:** FW: new track truck

**From:** Megan Glor  
**Sent:** Thursday, May 2, 2024 1:21 PM  
**To:** Scott Kiedrowski <skiedrowski@bataviagaming.com>; Tom Balk <tbalk@westernotb.com>  
**Cc:** Kevin Underhill <kunderhill@westernotb.com>  
**Subject:** new track truck

Kevin and I met about the new truck, I called 2 NYS vendors – one has nothing, one has a green truck single door, which won't work from what I'm told.

Both vendors stated to purchase on OGS via mini bid that we would be at least 5 months out if we can even get one.

Tom, Kevin mentioned Heinrich in Lockport may have a truck similar to what is needed, could you get a quote on that from them if so, and then we could meet up and talk further.

*Megan Glor  
Western Regional Off-Track Betting Corporation  
Director of Purchasing/Real Estate  
8315 Park Road  
Batavia, NY 14020  
Phone – 585-343-1423  
[mglor@westernotb.com](mailto:mglor@westernotb.com)*





CHEVROLET

2024 SILVERADO 1500 DBL WT 4WD

EXTENSIVE STANDARD WHITE INTERIOR, SET BLACK

ENGINE: 5.3L ECOTEC V8 TRANSMISSION: 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ALUMINE

Visit us at [www.chevy.com](http://www.chevy.com)

**STANDARD EQUIPMENT**

- THESE FEATURES ARE STANDARD ON ALL TRIM LEVELS EXCEPT THE EXTENDED RANGE TRIM LEVEL
- DOUBLE CAB STOWAWAY BED AND
- WHEELS: 18" ALUMINUM
- 3 YEAR / 36,000 MILE LIMITED WARRANTY
- 5 YEAR / 60,000 MILE POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FREEST MAINTENANCE VISIT WHICH EVER COMES FIRST
- SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS
- SAFETY & SECURITY
  - KEY SAFETY ASSIST
  - AUTOMATIC EMERGENCY BRAKING
  - FORWARD COLLISION ALERT
  - THREAT DETECTION BRAKING
  - LAKE KEEP ASSIST (WLAE)

**DESIGN/STYLE**

- TOOLWORKING DISTANCE INDICATOR
- TRAILER BRAKE - AUTO HOLD BREAK
- REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- PERFORMANCE & PERFORMANCE
  - AUTOMATIC TRANSMISSION CASE
  - STEERING W/ TRAILER BRAKE CONTROL & HILL START ASSIST
  - BRAKE PAD WEAR INDICATOR
  - CHEVROLET TETHERING & TIE-DOWN ASSIST
  - 7" DIGI COLOR TOUCHSCREEN
  - ADDITIONAL FEATURES FOR COMPATIBLE MODELS INCLUDING:
    - BILLETWOOD ALUMINUM STRENGTH
    - VOICE COMMAND PASSTHROUGH TO PHONE, WEATHER ANDROID AUTO & APPLE CARPLAY CAPABLE
    - USB PORTS

**DRIVER INFORMATION CENTER**

- REAL TIME FUEL EFFICIENCY
- PLUG BUTTON START
- REAR SEAT REMINDER
- INTERIOR
  - AIR CONDITIONING
  - POWER WINDOWS
  - POWER DOOR LOCKS
  - FRONT 40/20/40 BENCH SEATS W/ ARMREST & BODYSERF STORAGE
  - REAR 60/40 FOLDING BENCH SEAT
- EXTERIOR
  - CONNECTER REAR BUMPER
  - FRONT RECOVERY HOOPS

**STANDARD VEHICLE PRICE: \$43,400.00**

MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) EXcludes tax, title, license, destination and dealer fees.

**ENGINE: 5.3L ECOTEC V8**

- WITH DYNAMIC FUEL MANAGEMENT
- WT VALUE PACKAGE: 1,180.00
- DEEP-TINTED GLASS
- REAR WINDOW DEFROSTER
- CRUISE CONTROL
- OUTSIDE POWER MIRRORS
- TRAILERING PACKAGE
- WT SAFETY PACKAGE: 940.00
- FRONT AND REAR PARK ASSIST
- LAKE CHANGE ALERT WITH SIDE BLIND ZONE ALERT
- REAR CROSS TRAFFIC BRAKING
- OHIOHIO BLINDERS
- HIGH GLOSS BLACK AIRBORN CAPS
- PERFECTER LIGHTING
- CHEVY TRUCK-ON-BED LID
- AUTO LOCKING REAR DIFFERENTIAL
- COMMERCIAL, ALL-TERRAIN TIRES
- TRAILER BRAKE CONTROL
- 120V INSTRUMENT PANEL & CABLED BED POWER OUTLET
- EZ LIFT POWER LOCK: 150.00

**AND RELEASE (ALGATE)**

- WEIGHT: 7,000 LBS. (3,175 KG)
- REAR AXLE: 3.23 RATIO
- 17" PAINTED STEEL WHEELS
- MC, INC.

**TOTAL OPTIONS: \$8,710.00**

**TOTAL VEHICLE & OPTIONS: \$49,110.00**

**DESTINATION CHARGE: \$371.00.00**

**TOTAL BEFORE SALES TAX: \$50,491.00**

**WT VALUE PACKAGE DISCOUNT: -\$90.00**

**TOTAL VEHICLE PRICE: \$49,601.00**

*White trailer Hitch Rummy Boards*

**EPA Fuel Economy and Environment**

SILVERADO 4WD

**Fuel Economy**

**17 MPG** Standard pickup trucks range from 12 to 23 MPG. The best vehicles range 140

combined driving city 15 highway 20

5.9 gallons per 100 miles

**Gasoline Vehicle**

**You spend \$6,250 more in fuel costs over 5 years** compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (index only)

Strong Rating (index only)

10 7 10

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score: Not Rated**

Based on the combined ratings of frontal, side and rollover. Should only be compared to other vehicles of similar size and weight.

**Frontal: Driver Passenger Not Rated**

Based on the risk of injury in a frontal impact. Should only be compared to other vehicles of similar size and weight.

**Side: Front seat Rear seat**

Based on the risk of injury in a side impact.

★★★★★

**FOR VEHICLES IN THIS CATEGORY:**

**U.S./CANADIAN PARTS CONTENT: 37%**

**WALON SOURCES OF FOREIGN PARTS CONTENT: 36% (30%)**

**NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.**

**FOR THIS VEHICLE:**

**FINAL ASSEMBLY POINT: U.S.A.**

**COUNTRY OF ORIGIN: U.S.A.**

**ENGINE: UNITED STATES**

**TRANSMISSION: UNITED STATES**

**FOR VEHICLES IN THIS CATEGORY:**

**U.S./CANADIAN PARTS CONTENT: 37%**

**WALON SOURCES OF FOREIGN PARTS CONTENT: 36% (30%)**

**NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.**

**FOR THIS VEHICLE:**

**FINAL ASSEMBLY POINT: U.S.A.**

**COUNTRY OF ORIGIN: U.S.A.**

**ENGINE: UNITED STATES**

**TRANSMISSION: UNITED STATES**

**Annual fuel cost \$3,200**

The vehicle gets 17 mpg city, 20 mpg highway. The best in class is 23 mpg city, 27 mpg highway. The average new vehicle gets 24 mpg city, 33 mpg highway. The average new vehicle gets 24 mpg city, 33 mpg highway. The average new vehicle gets 24 mpg city, 33 mpg highway. The average new vehicle gets 24 mpg city, 33 mpg highway.

**Smartphone QR Code**

Visit [www.chevy.com](http://www.chevy.com) for details.

**Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.**

Source: National Highway Traffic Safety Administration (NHTSA)

[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4226

**Equipped with the safety and security of OnStar®**

Visit [onstar.com/privacy](http://onstar.com/privacy)

**DEALER TO WHOSE ORDER YOU ARE BUYING THIS VEHICLE**

NAME: VICTOR CHEVROLET

ADDRESS: 7500 VICTOR-91118-3630 RD

VICTOR, NY 14894-9754



Date/Time: Jun 6, 2024 04:17 PM  
Buyer: Western Off-Track Betting Cor  
Salesperson: Tony Heary  
Phone:  
Address: 8315 Park Rd  
Batavia, NY 14020

**2024 Chevrolet Silverado 1500, Body Type:**

VIN:1GCRDBEK0RZ288029

<b>Cash</b>	Balance Due
\$ Down	
<b>\$0</b>	<b>\$43,913</b>

<b>MSRP/Retail</b>	<b>\$48,215.00</b>
<b>Selling Price</b>	<b>\$48,215.00</b>
<b>Rebates</b>	<b>\$4,500.00</b>
<b>Government Fees</b>	<b>\$22.50</b>
<b>Proc/Doc Fees</b>	<b>\$175.00</b>
<b>Total Balance Due</b>	<b>\$43,912.50</b>
<b>Total Savings + Rebates</b>	<b>\$4,500.00</b>

X  
\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

X  
\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

*With Approved Credit*

## Tom Balk

---

**From:** Tony Heary <theary@heinrichchevy.com>  
**Sent:** Wednesday, June 5, 2024 10:47 AM  
**To:** Tom Balk  
**Subject:** 1500

### VIN Specifications:

Year, Model: 2024, 1500 Silverado, CK10753-4WD Standard Box Double Cab  
VIN/Order#: 1GCRDBEKORZ288029  
PEG: 1CX - Custom Preferred Equipment Group  
Primary Color: GAZ - Summit White  
Trim: HOU - 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim  
Engine: L3B - Engine: TurboMax  
Transmission: MFC - 8-Speed Automatic  
MSRP: \$48,215.00

I'll put together the pricing based off of you being a Fleet purchase account and also i believe your facility is tax exempt too correct ?<

Tony Heary



theary@heinrichchevy.com  
716-434-6681 dealership  
716-434-7263 fax  
716-523-6690 cell



## New 2024 Chevrolet Silverado 1500 WT

VIN: 1GCRDAEK7RZ354070  
Stock: CCD1683

Exterior: Summit White  
Interior: Jet Black, Cloth seat trim  
Engine: TurboMax™ engine  
Mileage: 4

Drivetrain: Four Wheel Drive  
Transmission: Automatic  
Fuel Efficiency: 18 CITY / 21 HWY



### Vehicle Details:



#### Joe Basil Chevrolet

5111 Transit Rd.  
Depew, NY 14043  
(716) 683-6800

- Black door handles
- IntellBeam
  - At speeds above 25 mph, can automatically turn vehicle's high beams on and off according to surrounding traffic conditions
- Tires, 255/70R17 all-season, blackwall (STD)
- Black rear bumper
  - With integrated CornerSteps
  - Semi-gloss
- Cargo tie-downs
  - 12-fixed rated at 500 lbs. per corner
- Cab-mounted cargo area lamps
  - With switch in switch bank left of the steering wheel
  - Illuminates the cargo bed area
  - LED lighting on Crew Cab and Double Cab models, incandescent on Regular Cab models
- Standard tailgate
- 17" 255/70R17 all-season, blackwall spare tire
- Heated power outside mirrors
  - Power adjustable, manual folding
  - May require additional optional equipment
- Chevytec spray-on bedliner
  - Provides a Black, textured, non-skid surface that helps protect the bed and minimizes cargo shifting
  - Covers the bed interior surface below side rails, front bed top rail, gauge hole plugs and tie-downs
  - Chemically bonded, the sprayed-on liner permanently bonds to the truck bed, providing a watertight seal
- Spare tire carrier lock
  - Helps keep spare tire secure
  - Utilizes the same key as the door and ignition
- 17" full-size spare steel wheel with Black finish
  - May require additional optional equipment
- Tailgate and bed rail protection caps
- 17" 255/70R17 all-season, blackwall tires
- Standard tailgate
- Locking tailgate
  - Tailgate locks and unlocks with the same key as the ignition and door
- Black front bumper
  - Semi-gloss
- 17" Ultra Silver painted steel wheels
- Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
- CornerStep rear bumper
  - Helps make it easier to get into and out of the pickup bed
  - Located at each end of the rear bumper
  - Textured step pads to help provide secure footing
- Taillamps
  - Incandescent tail, stop and turn signal lights
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Front license plate bracket
  - Front bracket is included if displaying a front license plate is required in your state
- Deep-tinted glass
  - Provides added protection from sun and glare
  - May require additional optional equipment
- Inside rearview manual day/night mirror
  - Adjust the tilt of the mirror to help reduce glare during nighttime driving
- 4-way manual driver seat

## Print Vehicle

- Includes Chevrolet logo
  - High Country models include High Country logo
  - May require additional optional equipment
- Power windows
    - Driver with express-up/down
  - Power windows with rear express-down
  - Instrumentation
    - 6-gauge cluster
    - Speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
  - Outside temperature display
    - Located in infotainment display
  - Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
  - Assist handles
    - Front A-pillar mounted for Driver and Passenger
    - Rear B-pillar mounted
  - Compass
    - Located in instrument cluster
    - May require additional optional equipment
  - Remote Keyless Entry
    - Allows you to lock and unlock doors of the vehicle with the key fob
    - Driver's door or all doors unlock at the touch of a button
    - Includes panic alarm button
    - Includes remote locking tailgate
  - 12-volt auxiliary front power outlet
  - Cruise control
    - Maintains a selected speed while driving
    - Automatically disengages when the vehicle's traction control system needs to limit wheelspin on slippery surfaces or when the StabiliTrak® stability control system detects an oncoming skid
    - Set and resume speed functions
- Power windows
    - Front passenger with express down
    - May require additional optional equipment
  - 4-way manual front passenger seat
    - Can be positioned forward or back and up or down
  - Chevrolet Connected Access capable
    - Subject to terms. See [onstar.com](https://onstar.com) or dealer for details.
    - May require additional optional equipment
  - 60/40 split-folding rear bench seat
    - Includes child seat top tether anchor
    - Can fold one or both sides up
  - USB ports
    - (2) Data/charge ports located on instrument panel<sup>1</sup>
  - 40/20/40 split-bench front seat with under-seat storage
    - Seating for up to 3
    - Driver and front passenger seatbacks recline
    - Head restraints at the outboard seating positions
    - Center seatback that doubles as a fold-down armrest with storage
  - Rubberized vinyl floor covering
    - Provides good traction and convenient cleanup
  - 3.5" diagonal monochromatic Driver Information Center
  - Power door locks
    - Programmable
    - Allows you to lock and unlock doors easily whether it's from the driver or front passenger seat or from outside using the key fob
  - Single-zone climate control
    - Maintains a selected temperature
    - Manual
  - Rear air vents
    - Provides cabin comfort for rear occupants
  - Steering wheel
  - Manual tilt steering column
    - Allows the steering wheel to be manually adjusted up or down
    - Provides extra comfort when entering or exiting the vehicle
    - Locking security feature
  - Steering column lock
    - Most vehicles built on or after 4-4-2022 are not equipped with Steering Column Lock. Contact a dealer for details on a specific vehicle
  - Rear window defogger
    - Helps to keep your rear view clear of fog or frost
    - Utilizes a warming grid to help remove fog or frost from the rear window
    - May require additional optional equipment

## Print Vehicle

- Steering-wheel mounted controls to easily maintain and manage cruising speed
- May require additional optional equipment
- Chevrolet Infotainment 3 System with 7" diagonal color touchscreen
  - 7" diagonal color touchscreen<sup>1</sup>
  - Bluetooth<sup>®2</sup> audio streaming for 2 active devices for compatible phones
  - Voice command pass-through to phone for compatible phones
  - Wireless Apple CarPlay™ capability for compatible phones<sup>3</sup>
  - Wireless Android Auto™ capability for compatible phones<sup>4</sup>
  - Use, control and manage select smartphone apps through the infotainment system
- Wireless Apple CarPlay/Wireless Android Auto capability for compatible phones
  - Apple CarPlay vehicle user interface is a product of Apple and its terms and privacy statements apply. Requires compatible iPhone and data plan rates apply. Apple CarPlay is a trademark of Apple Inc. Siri, iPhone and Apple Music are trademarks for Apple Inc, registered in the U.S. and other countries.
  - Vehicle user interface is a product of Google and its terms and privacy statements apply. To use Android Auto on your car display, you'll need an Android phone running Android 6 or higher, an active data plan, and the Android Auto app. Google, Android and Android Auto are trademarks of Google LLC.
  - May require additional optional equipment
- Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
- Electric Power Steering
  - Increases or decreases the amount of assist depending on the steering wheel angle
  - Electric, rack-mounted with variable assist
  - The system delivers great on-center precision and confident performance at higher speeds
- Wi-Fi<sup>®</sup> hotspot capable
  - Terms and limitations apply. See [onstar.com](https://onstar.com) or dealer for details.
  - May require additional optional equipment
- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- 6-speaker audio system
  - Speakers are positioned throughout the cabin for outstanding sound quality and an enjoyable listening experience
- Bluetooth<sup>®</sup>
  - Pair your compatible mobile phone to your vehicle's infotainment system<sup>1</sup>
  - Place and receive hands-free phone calls
  - Store your phone's contact list in the system to place an outgoing call quickly using the touchscreen display or voice command system
  - With streaming audio capability, you can listen to files stored on your phone or Bluetooth digital media device
- TurboMax™ engine
  - 310 hp [231 kW] @ 5600 rpm
  - 430 lb-ft of torque [583 Nm] @ 3000 rpm
  - Paired with an 8-speed automatic transmission
- Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
- Standard Suspension Package
- 8-speed automatic transmission
  - Electronically controlled with overdrive
  - Tow/Haul mode
    - Raises transmission upshift points to provide more power to accelerate with a trailer or heavy load
    - Raises downshift points to use engine compression to help slow the truck instead of merely braking
  - Powertrain Grade Braking
    - Automatically uses the engine and transmission to slow the truck to maintain desired speeds when driving downhill
    - Reduces brake wear and increases vehicle control
  - Cruise Grade Braking
    - Downshifts automatically to slow the truck as it drives downhill if it exceeds the cruise set speed by a certain amount
- Brake pad wear indicator
- Black recovery hooks
  - Two front frame-mounted<sup>1</sup>
  - May require additional optional equipment
- Durabed
  - Roll-formed high-strength steel
- Push Button Start
- 7,000 lbs. GVWR

- Steering assist is greater during low-speed maneuvers, such as parking
- 3.42 rear axle ratio
  - May require additional optional equipment
- Heavy-duty 730 cold-cranking amps battery
  - 80 Amp-hr
  - Maintenance-free with rundown protection and retained accessory power
- Fully boxed frame
  - Hydroformed front section
  - High-strength steel
- Single-speed Autotrac Transfer Case
  - 3 Transfer Case modes
  - 2WD HI mode
    - Vehicle operates in 2-wheel drive
    - In this mode the transfer case & front driveline hardware are disengaged to improve fuel economy
    - Suitable for routine driving on all road surfaces
  - 4WD Auto mode
    - 4WD Auto enables the transfer case to provide the performance benefits of a full time active AWD system
    - The 4WD Auto controls automatically adjust torque in response to parameters such as driver inputs, wheel slip control, vehicle dynamic state (understeer/oversteer)
    - Ideal for wet or wintry conditions, but can be used on any road surface. Suitable for light off road usage
  - 4WD HI mode
    - Transfer case engages front driveline and power is transferred to both the front & rear axles
    - In 4WD HI the transfer case clutch maintains higher preemptive torque levels for increased traction vs 4WD Auto
    - Suitable for use on slippery road surfaces or off-road conditions such as deep sand, snow or rough terrain
  - Terrain mode
    - 4WD HI and provides improved low speed traction and vehicle control during off road driving
- StabiliTrak, electronic stability control system with traction control
- When properly equipped; includes weight of vehicle, passengers, cargo and equipment
- May require additional optional equipment
- Rear axle, 3.42 ratio
- 220-amp alternator
  - May require additional optional equipment
- Single-outlet exhaust
  - Aluminized stainless-steel muffler and tailpipe
- Capless fuel fill
  - Prevents paint scratches that can result from a tethered fuel cap
  - Creates a tight seal around the fuel-pump nozzle when the nozzle is fully inserted
- 4-wheel antilock disc brakes
  - Help reduce wheel lockup and maintain steering control during hard braking on most slippery surfaces
  - Duralife brake rotors have better resistance to corrosion to increase rotor life, minimize brake pulsation, and improve aesthetic appearance
  - Brake system features a corrosion-fighting process called "Ferritic Nitro Carburizing" which can double rotor life expectancy and reduce or minimize rust
- Automatic Stop/Start
  - At complete stops, when drivers keep their foot on the brake pedal, and under certain conditions, the engine shuts off
  - When drivers remove their foot from the brake, the engine automatically restarts
  - Under certain circumstances, the engine will not shut off at a complete stop
- Tire Pressure Monitoring System with Tire Fill Alert
  - Monitors the pressure in each tire and alerts you if there is a low-pressure condition in one or more of the tires<sup>1</sup>
  - Provides visual and audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure
  - Properly inflate tires to help optimize your vehicle's ride, handling and efficiency
- 3 Years of Remote Access
  - The Remote Access Plan<sup>1</sup> lets you start or stop your vehicle, lock & unlock doors, even check their fuel level and tire pressure (depending on vehicle equipment) -- all from your smartphone<sup>2</sup>
  - May require additional optional equipment
- Rear Seat Reminder
  - Helps to remind the driver to check the back seat(s) before leaving the vehicle<sup>1</sup>
  - Activates when rear doors are opened and closed up to 10 minutes before or anytime while your vehicle is on
  - Under certain conditions, once the vehicle is switched off, designed to sound audible chimes and display a visual message within the driver display
  - Activates only once each time the vehicle is turned on and off, and would require re-activation on a second trip
- Rear Seat Belt Indicator warning

- Automatically helps enhance control, particularly during emergency maneuvers, by adjusting the brakes and engine torque to help you stay on your intended path
  - Activates when vehicle sensors detect a difference between the driver's intended path and the direction the vehicle is actually travelling
  - Includes Traction Control that detects wheel slippage and applies brake pressure and/or reduces engine power to help the driver maintain control when accelerating on wet or snow-covered roads
  - Includes Brake Assist that senses how hard and fast a driver hits the brake pedal and gives extra braking assistance, if required
  - Includes Trailer Sway Control
  - Hill Start Assist
- Forward Collision Alert
    - Warns you if it detects a potential collision with a detected vehicle you're following so you can take action<sup>1</sup>
    - Can also provide a tailgating alert if you're following a vehicle much too closely
- Buckle to Drive
    - Helps remind the driver to buckle their seat belt before driving by preventing the vehicle from being shifted out of PARK temporarily when the driver's seat belt is not buckled
    - Also reminds the front passenger to buckle up
- 6 airbags
    - Dual-stage frontal airbags for driver and front outboard passenger<sup>1</sup>
    - Seat-mounted side-impact airbags for driver and front outboard passenger<sup>1</sup>
    - Head-curtain airbags for outboard seating positions<sup>1</sup>
    - Includes front outboard Passenger Sensing System for frontal outboard passenger airbag and illuminates a status light that indicates whether the airbag is on or off<sup>1</sup>
- Lane Keep Assist with Lane Departure Warning
    - Uses a brief steering wheel turn to alert you when it detects you are unintentionally drifting out of your lane lines<sup>1</sup>
    - System alerts do not occur if you're using your turn signal, or it detects you may be intentionally leaving your lane
    - You may receive additional Lane Departure Warning alerts if needed
- Automatic Emergency Braking
    - Can help you avoid or reduce the severity of a collision with a detected vehicle you're following using camera technology<sup>1</sup>
    - Can automatically provide hard emergency braking or enhance your hard braking
    - Works at speeds between 5 and 50 mph
- OnStar<sup>®</sup> & Chevrolet Connected Services capable
    - Terms and limitations apply. See [onstar.com](https://onstar.com) or dealer for details.
    - May require additional optional equipment
- HD Rear Vision Camera
    - Shows high-resolution digital image of area directly behind your vehicle while in Reverse<sup>1</sup>
    - Can help you park or avoid vehicles and objects
    - You can also display an overlay of where your vehicle is heading
    - Tailgate must be in the raised position for the HD Rear Vision Camera to operate properly
- Following Distance Indicator
    - Displays the following time in seconds between your vehicle and a detected vehicle in front of you<sup>1</sup>
    - Designed to help you maintain a safe following distance
- Daytime Running Lamps
    - Includes automatic exterior lamp control
- Front Pedestrian Braking
    - At speeds between 5 and 50 mph, can help you avoid or reduce the severity of a collision with a pedestrian it detects directly in front of you<sup>1</sup>
    - Provides pedestrian alerts and can automatically provide hard emergency braking or enhance driver's hard braking
    - Limited nighttime and low visibility performance
- Teen Driver
    - Helps encourage better driving habits for teens by providing an in-vehicle report card<sup>1</sup>
    - Activates certain safety systems, if equipped, when a Teen Driver-designated key fob is used
    - Mutes the radio until the front-seat occupants fasten their seat belts
    - Includes Buckle-to-Drive feature, which requires the driver to buckle their seat belt before shifting out of PARK
- Hitch Guidance
    - When in Reverse, displays a centered guideline on the Rear Vision Camera view<sup>1</sup>
    - Can help you line up the hitch to your trailer
    - When driving, lets you check the trailer using Rear Vision Camera view
    - May require additional optional equipment

**MSRP \$45,280**  
**Base Price \$45,280**

**Disclaimer:**



New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at (716) 989-3716 or by visiting us at the dealership.

\*\*With approved credit. Terms may vary. Monthly payments are only estimates derived from the vehicle price with a 72 month term, 4.9% interest and 20% downpayment.

## **RESOLUTION - #65-2024**

**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**, Western needs to obtain 2 all-in-one Kiosks to include software, cassettes, extra cassettes, connection fee, installation, freight, and 5-day service contract per device (Monday-Friday); and

**WHEREAS**, Everi Payments Inc., Las Vegas, Nevada was the lowest bidder at the public bid dated June 6, 2024; and

**WHEREAS**, staff recommends that the Board of Western obtain 2 all-in-one Kiosks to include software, cassettes, extra cassettes, connection fee, installation, freight, and 5 day service contract per device (Monday-Friday) from Everi Payments, Inc. at a total cost not to exceed \$128,729.00; and now therefore

**BE IT RESOLVED**, that Western’s Board of Directors agrees to obtain 2 all-in-one Kiosks to include software, cassettes, extra cassettes, connection fee, installation, freight, and 5 day service contract per device (Monday-Friday) from Everi Payments, Inc. at a total cost not to exceed \$128,729.00, 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,

Dated:            June 27, 2024  
                      Batavia, New York

Resolution #65-2024 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 Bartow which results were as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

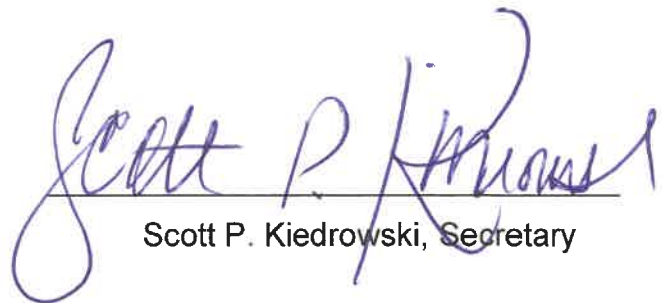
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary



## PART A: BASE BID SHEET

Please see Exhibit E – Pricing Proposal for a full breakdown of the costs. Below is a summary:

Line Item	Cost each	Quantity	Total Cost
All in One Kiosk	\$47,299.50	2	\$94,599.00 *
6 Pocket F-510	<del>\$4,200.00</del>	<del>2</del>	<del>\$8,400.00</del> <i>not included</i>
JCM iVision HC	\$80.00	4	\$320.00 *
Dispenser Spare Cassettes	\$560.00	12	\$6,720.00 *
MEI Spare Cassettes	\$454.00	4	\$1,816.00 *
Drop Card	\$0.00	2	\$0.00 *
Kiosk Installation	\$200.00	12	\$2,400.00 *
3 Day Onsite Training	-	-	-
Training Travel Charge	-	-	-
Backoffice Software	-	-	\$6,500.00 *
Freight/Shipping Fees	\$1,000.00	2	\$2,000.00 *
<b>Total Base Bid Price</b>			<b>\$122,755.00</b> <i>→ 114,255</i>

### Annual Costs:

Line Item	Cost each
Kiosk Annual Connect Fee (per device)	\$150.00 <i>x 2 = 300</i>
Ticketing System Connect Fee (per device, per year)	\$1,000.00 <i>x 2 = 2,000</i>
5-Day Service (per device, per year)	\$6,037.00 <i>x 2 = 12,074</i>

Pro 1050

**PART A: BASE BID SHEET**

All in One Kiosk	Cost Each \$ <u>41,896.00</u>	Quantity <u>2</u>	Total Cost \$ <u>83,792</u>
Dispenser Spare Cassettes	Cost Each \$ <u>667.50</u>	Quantity <u>12</u>	Total Cost \$ <u>8,010.00</u>
MEI Spare Cassettes	Cost Each \$ <u>734.75</u>	Quantity <u>4</u>	Total Cost \$ <u>2,939.00</u>
Drop Card	Cost Each \$ <u>60.00</u>	Quantity <u>2</u>	Total Cost \$ <u>120.00</u>
Kiosk Installation	Cost Each \$ <u>1,100.00</u>	Quantity <u>2</u>	Total Cost \$ <u>2,200.00</u>
3 Day Onsite Training			Total Cost \$ <u>5,945.00</u>
Training Travel Charge			Total Cost \$ <u>1,800.00</u>
Backoffice Software			Total Cost \$ <u>6,100.00</u>
Annual Service Contract	Cost Each \$ <u>6,500.00</u>	Quantity <u>2</u>	Total Cost \$ <u>13,000.00</u>
Annual Software License	Cost Each \$ <u>1,896.53</u>	Quantity <u>2</u>	Total Cost \$ <u>3,793.06</u>
Freight/Shipping Fees			Total Cost \$ <u>3,500.00</u>

The bid price for this project is for a total bid price. All items required must have a bid price.

**TOTAL BASE BID PRICE**

(All Total Cost Items should be added for this total bid price)

\$131,199.06

**TOTAL BID CALCULATED**

**IN WORDS** One hundred thirty one thousand one hundred ninety nine dollars and six cents.

**PART B: OWNER'S EVALUATION OF BIDS**

The Owner will determine the lowest, responsive, and responsible Bidder based on the lowest amount of the **TOTAL BASE BID PRICE.**

**"BIDDER MUST SUBMIT A COMPLETE PROPOSAL PACKET"**



## PART A: BASE BID SHEET

Please see Exhibit E – Pricing Proposal for a full breakdown of the costs. Below is a summary:

Line Item	Cost each	Quantity	Total Cost
All in One Kiosk	\$47,299.50	2	\$94,599.00 *
6 Pocket F-510	<del>\$4,200.00</del>	<del>2</del>	<del>\$8,400.00</del> → 11/1/10
JCM iVision HC	\$80.00	4	\$320.00 *
Dispenser Spare Cassettes	\$560.00	12	\$6,720.00 +
MEI Spare Cassettes	\$454.00	4	\$1,816.00 *
Drop Card	\$0.00	2	\$0.00 +
Kiosk Installation	\$200.00	12	\$2,400.00 +
3 Day Onsite Training	-	-	-
Training Travel Charge	-	-	-
Backoffice Software	-	-	\$6,500.00 *
Freight/Shipping Fees	\$1,000.00	2	\$2,000.00 -
<b>Total Base Bid Price</b>			<b>\$122,755.00</b> → 11/1/10

### Annual Costs:

Line Item	Cost each
Kiosk Annual Connect Fee (per device)	\$150.00 x 2 = 300.00
Ticketing System Connect Fee (per device, per year)	\$1,000.00
5-Day Service (per device, per year)	\$6,037.00

7/25/2020

**PART A: BASE BID SHEET**

All in One Kiosk	Cost Each <u>\$41,896.00</u>	Quantity 2	Total Cost <u>\$83,792</u>
Dispenser Spare Cassettes	Cost Each <u>\$667.50</u>	Quantity 12	Total Cost <u>\$8,010.00</u>
MEI Spare Cassettes	Cost Each <u>\$734.75</u>	Quantity 4	Total Cost <u>\$2,939.00</u>
Drop Card	Cost Each <u>\$60.00</u>	Quantity 2	Total Cost <u>\$120.00</u>
Kiosk Installation	Cost Each <u>\$1,100.00</u>	Quantity 2	Total Cost <u>\$2,200.00</u>
3 Day Onsite Training			Total Cost <u>\$5,945.00</u>
Training Travel Charge			Total Cost <u>\$1,800.00</u>
Backoffice Software			Total Cost <u>\$6,100.00</u>
Annual Service Contract	Cost Each <u>\$6,500.00</u>	Quantity 2	Total Cost <u>\$13,000.00</u>
Annual Software License	Cost Each <u>\$1,896.53</u>	Quantity 2	Total Cost <u>\$3,793.06</u>
Freight/Shipping Fees			Total Cost <u>\$3,500.00</u>

The bid price for this project is for a total bid price. All items required must have a bid price.

<b>TOTAL BASE BID PRICE</b>	<b><u>\$131,199.06</u></b>
(All Total Cost Items should be added for this total bid price)	<b>TOTAL BID CALCULATED</b>
<b>IN WORDS <u>One hundred thirty one thousand one hundred ninety nine dollars and six cents.</u></b>	

**PART B: OWNER'S EVALUATION OF BIDS**

The Owner will determine the lowest, responsive, and responsible Bidder based on the lowest amount of the **TOTAL BASE BID PRICE.**

**"BIDDER MUST SUBMIT A COMPLETE PROPOSAL PACKET"**



## **RESOLUTION - #66-2024**

**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**, Western needs to conduct an energy efficiency study; and

**WHEREAS**, Wendel Energy Services LLC can do a thorough study for \$87,250.00 less a NYSERDA grant of \$43,625.00 (50%) resulting in a net cost of \$43,625.00; and

**WHEREAS**, staff recommends that the Board of Western retain Wendel Energy Services LLC to do the study; and now therefore

**BE IT RESOLVED**, that Western’s Board of Directors agrees to retain Wendel Energy Services LLC can do a thorough study for \$87,250.00 less a NYSERDA grant of \$43,625.00 (50%) resulting in a net cost of \$43,625.00, 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,

Dated: June 27, 2024  
Batavia, New York

Resolution #66-2024 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>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Timothy Callan	[X ] 24	[ ]	[ ]	[ ]
James Wilmot	[X ] 20	[ ]	[ ]	[ ]
Crystal Rodriguez-Dabney	[X ] 10	[ ]	[ ]	[ ]
Dennis Bassett	[X ] 8	[ ]	[ ]	[ ]
Elliott Winter	[X ] 8	[ ]	[ ]	[ ]
Vincent W. Horrigan	[X ] 5	[ ]	[ ]	[ ]
Mark Bombardo	[X ] 4	[ ]	[ ]	[ ]
Michael Horton	[X ] 3	[ ]	[ ]	[ ]
Vacant	[ ] 3	[ ]	[ ]	[X ]
Mark Burr	[X ] 3	[ ]	[ ]	[ ]
Terrance Baxter	[X ] 3	[ ]	[ ]	[ ]
Thomas Wamp	[X ] 2	[ ]	[ ]	[ ]
Charles Zambito	[X ] 2	[ ]	[ ]	[ ]
Susan May	[X ] 1	[ ]	[ ]	[ ]
Edward Morgan	[X ] 1	[ ]	[ ]	[ ]
Vacant	[ ] 1	[ ]	[ ]	[X ]
Paul Bartow	[X ] 1	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

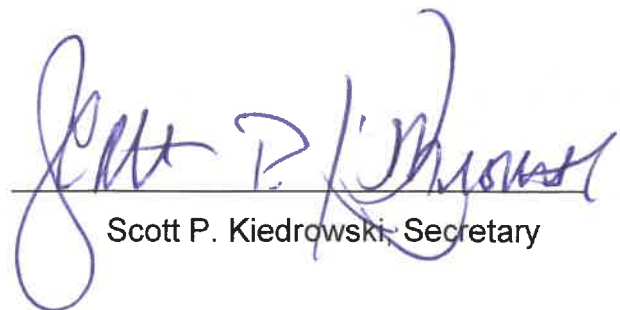
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF GENESEE )

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 June 27, 2024 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 27th day of June 2024.

  
Scott P. Kiedrowski, Secretary