

ERIE COUNTY LEGISLATURE
SPECIAL SESSION
MEETING NO. 17
September 10, 1997

The Legislature was called to order by Chairman SWANICK.

All Members Present.

A Moment of Silence was held.

The Pledge of Allegiance was led by Mr. Marshall.

The Minutes of the previous meeting were TABLED.

LEGISLATORS RESOLUTIONS:

ITEM 1 - Ms. PEOPLES presented the following resolution and moved for immediate consideration. Mr. HOLT seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 359 Re: Authorizing the County Executive to Sign Bills Lease M.O.U. (Int. 17-1)

WHEREAS, On August 13, 1997, County Executive Dennis T. Gorski filed with the County Legislature the final Term Sheet outlining the major provisions of a preliminary lease agreement between the Buffalo Bills, Erie County and the State of New York, and

WHEREAS, The final Term Sheet is the basis from which a Memorandum Of Understanding (MOU) is being developed with the concurrence of the three aforementioned parties, and

WHEREAS, Upon its completion, the MOU will be filed with the County Legislature, representing a preliminary agreement allowing for the development of the formal lease language between the Buffalo Bills, Erie County and the State of New York, and

WHEREAS, Once the County Legislature authorizes the County Executive to sign the MOU, the final lease language will be developed jointly by the three aforementioned parties and will be subsequently filed with this Honorable Body for review and final action, and

NOW, THEREFORE, BE IT

RESOLVED, That the Erie County Legislature does hereby authorize the County Executive to sign the MOU on behalf of Erie County, thereby affirming the County's commitment to meet its annual funding obligation under a new fifteen year lease with the Buffalo Bills, and be it further

RESOLVED, That certified copies of this resolution be forwarded to County Executive Dennis T. Gorski, New York State Governor George Pataki and Buffalo Bills owner Ralph C. Wilson.

Fiscal Impact: To Be Determined

CHARLES M. SWANICK

CRYSTAL D. PEOPLES

Ms. PEOPLES offered an amendment as follows:

Attach the Memorandum of Understanding to the original resolution.

(SEE ATTACHMENT)

Ms. PEOPLES moved the adoption of the amendment. Mr. KUWIK seconded.

Chairman SWANICK directed that a Roll Call be taken.

Ayes - Chase, Greenan, Larson, Marshall, Pauly, Ranzenhofer, Dusza, Fisher, Fitzpatrick, Holt, Cohen Kennedy, Kuwik, Marinelli, Peoples, Swanick - 15. Noes - DeBenedetti, Olma - 2.

CARRIED.

ATTACHMENT

MEMORANDUM OF UNDERSTANDING

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DRAFT -- FOR DISCUSSION PURPOSES ONLY

This memorandum, which is entered into this ____ day of _____, 1997 between Buffalo Bills, Inc. (The "Bills"), New York State (the "State") and County of Erie (the "County") sets forth the principal understandings of the parties and the actions planned by each regarding improvements to be made to, and a new lease for the use of, the County's professional football stadium located in Orchard Park, New York (the "Stadium").

I. INTRODUCTION

- A. It is the desire of the Bills, the County, the State, and the numerous fans of the Bills, that New York's only NFL franchise remain in Erie County. It is expected that this MOU, when coupled with a successful regional Marketing Campaign, will guarantee that the Bills will stay in their home community.
- B. The Bills have been an important part of New York for more than 37 years, having entered the American Football League in 1960. The Bills bring pride, distinction, and a sense of community to New York. The Greater Buffalo Partnership has reported that the Bills have a gross economic impact of \$111.5 million annually and are projected to have an impact in excess of \$1.6 billion over a fifteen year term.
- C. Because of their devoted fans the Bills have led the National Football League in average attendance over the last ten years.
- D. Beginning in 1990 the County, State, and Bills embarked on a multi-year partnership to improve the County's professional football stadium. Stadium improvements have included a new playing surface, new luxury suites prior to 1994, improved lighting, improved parking, new club seats,

1 and a new outdoor practice facility. In addition, a new state of the art
2 JUMBOTRON video replay scoreboard and a new indoor practice field,
3 the Ralph Wilson, Jr. Fieldhouse, were also constructed. Both of these
4 improvements were the largest in the NFL at the time of their completion.
5 Since 1990 a total of \$38,027,000 has been invested in stadium
6 improvements.

- 7
8 E. There have been unparalleled and unexpected changes in professional
9 football. In response to these changes, New York State and Erie County
10 desire to provide amenities, support, and lease terms so that the Bills can
11 remain profitable and competitive in New York in the future.
- 12
13 F. In order to maintain franchise success and to provide the maximum benefit
14 and enjoyment to the citizens of New York State, the State and County, in
15 cooperation with the Bills, desire to undertake and support a regional
16 marketing campaign that will expand the fan base of the team. The parties
17 seek to build upon the highly successful BILLS EXPRESS TRAIN that
18 has demonstrated the broad support which the Bills enjoy in upstate New
19 York. It is expected that the marketing campaign will attract many new
20 fans from throughout New York State and southern Ontario.
- 21
22 G. A cornerstone of the success of this agreement is the continued
23 commitment of the Bills' fans and the regional business community. This
24 commitment needs to continue and be reaffirmed in the form of season
25 ticket sales, club seat sales, and luxury suite sales.

26
27 **II. STADIUM IMPROVEMENTS**

- 28
29 A. State will in a timely manner make funds available for the contracts
30 necessary for the performance of the design, engineering, architectural and
31 survey work necessary to bid the Work Action Items as detailed in the
32 Development Study & Report prepared by DiDonato Associates, P.E.,
33 P.C., et al dated February, 1997 (see Attachment A).
- 34
35 B. The bid documents for the Work Action Items will require substantial
36 completion and occupancy on or before the first scheduled regular season
37 home game of the Bills for the 1999 NFL season with the exception of
38 Work Action Item 6 which will be scheduled for substantial completion
39 and occupancy prior to the first scheduled regular season home game of

1
2 VI. WORKING CAPITAL GRANTS
3

4 *Subject to Continuing Negotiations*
5

6 VII. STADIUM RENTALS
7

8 The Bills shall pay rent in an amount calculated according to Schedule D.
9

10 VIII. SALES TAX
11

12 The imposition of sales tax on receipts for attendance at events will be clarified to
13 continue to apply to ticket receipts and not to club and license fees.
14

15 IX. RAIL ACCESS
16

17 Immediately upon execution of this document the State will commence and
18 continue to use its best efforts to secure funding to complete the rail improvements
19 depicted in Attachment E.
20

21 X. MARKETING CAMPAIGN
22

23 A. Bills and State will conceive and immediately carry out a Marketing
24 Campaign designed to educate the public about the stadium improvements
25 and secure commitments for season tickets, club seats and luxury suites
26 (the "Marketing Campaign"). The Bills and the State will jointly
27 determine and pay for any media costs relating to the Marketing
28 Campaign.
29

30 B. For the purposes of paragraph V. C., the Bills will be "Satisfied" with the
31 results of the Marketing Campaign if they receive bona fide five year
32 commitments for club seat and suite licenses that amount to \$11 million
33 for the 1999 NFL seasons no later than December 1, 1998, or agree to
34 accept the risk of attaining this goal at a later date. On or before
35 December 1, 1998 the Bills shall report to the State and County the results
36 of the Marketing Campaign. If the Bills are not Satisfied with the outcome
37 of the Marketing Campaign, the Bills shall make available to the State and
38 County such books, records, and accounts as may be necessary to verify
39 the results of the Marketing Campaign.
40

1
2 XI. DEFERRAL OF 1997 RENTS
3

4 The rentals, head taxes, ticket surcharges, and parking surcharges relating to the
5 1997 season will be retained by the Bills for their own account until February 28,
6 1998 at which time they will be payable to the County.
7

8 XII. VENDING RESTRICTIONS
9

10 The County shall request by Home Rule Message that the New York State
11 Legislature adopt legislation that will authorize the County to regulate vending
12 by parties other than the Bills on the leased premises or adjoining rights of way.
13 The County will then utilize this authority to enact such local law.
14

15 XIII. APPROVAL OF STADIUM WORK
16

17 The Bills shall have the right to approve the selection of the architects, engineers
18 and construction manager as well as all construction bids, documents and the
19 construction schedule. The Bills shall not unreasonably withhold any approval
20 and shall act promptly on their approvals.
21

22 XIV. ADDITIONAL RENT
23

24 The Bills obligation for paying "Additional Rent", as referred to in the 1994
25 Amendment to the Lease, will be extinguished on January 1, 1998.
26

27 When the Bills certify to the State and County their Satisfaction with the
28 Marketing Campaign, the Bills shall receive \$2,931,000 as repayment of the
29 principal amount of Additional Rent payments made prior to January 1, 1998.
30

31 XV. FORM OF STATE COMMITMENT
32

33 State may choose to utilize a Public Benefit Corporation, a subsidiary thereof, a
34 local development corporation, the County, or any other means to accomplish the
35 State's commitments contained herein.
36

1 XVI. LEASE BUYOUT

2 The New Lease shall include an option to terminate as shown in Attachment F.

3
4
5 XVII. LEASE AGREEMENT

6 The parties will proceed to negotiate and draft a new lease agreement which
7 reflects the terms of this Memorandum of Understanding for execution on or
8 before November 15, 1997.
9

10
11 The foregoing does not constitute a binding agreement between the Bills, State and the
12 County, as numerous (a) approvals and consents, including, without limitation, consent by the
13 NFL owners in form satisfactory to the Bills, must be obtained and (b) agreements containing
14 significant terms and conditions not mentioned herein must be negotiated and executed. Further,
15 the foregoing does not constitute a final agency action for the purposes of the State
16 Environmental Quality Review Act and all relevant environmental laws will be complied with as
17 appropriate. Nevertheless, this memorandum will serve as the basis upon which all of the parties
18 intend to proceed to expend time and resources to obtain such necessary approvals and consents
19 and to negotiate and execute the agreements required to accomplish the tasks outlined herein.
20

21 NEW YORK STATE

22 BY _____

23 BUFFALO BILLS, INC.

24 COUNTY OF ERIE

25 BY _____

26 BY _____
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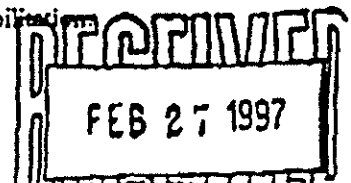
**1997 STADIUM CAPITAL PROJECTS
MINUTES OF MEETING**

DATE: February 19, 1997
TIME: 1:30 p.m.
PLACE: Erie County Department of Public Works

Present:

Joe Frandina, P.E.	Buffalo Bills
George Koch	Buffalo Bills
Bill Munson	Buffalo Bills
John Loffredo, P.E.	Erie County Department of Public Works
Jeff Zack, P.E.	Erie County Department of Public Works
John DiDonato, P.E.	DiDonato Associates

1. Mr. Loffredo distributed a Comprehensive Maintenance program list generated from The Stadium Condition Study prepared by DiDonato Associates, P.E., P.C. in 1990, (see attached) along with the existing 1996 Stadium capital projects list. Due to the upcoming construction of the New Training Facility estimated start of construction 1999, the Field house snow stops final design and bidding will be put on hold until the New Training Facility configuration and site selection is established. Mr. DiDonato presented updated costs for the snow stop project. Roof Edge Diverter budget cost is at \$125,000.00, which does not include modifications to existing field house frames. Exit Door Canopies (11 total); budget cost is at \$175,000.00. Total snow stop cost is at \$300,000. This exceeds the 1996 Capital Budget estimate of \$60,000.
2. Capital Projects earmarked for 1997 Design and Construction were reviewed with appropriate capital costs assigned to each project. Costs include 10% AE fees and 10% Construction Contingency. The list of projects are as follows:
 1. Bathhouse/Picnic Shelters adjacent to Drive 6. 1250 square feet restrooms/showers with 750 square feet shelter area totaling 2,000 square feet.
 Budget Cost ————— \$250,000
 2. Replace Cooling Tower: Due to lengthy equipment procurement procedures, project to be split into 2 bid packages. First bid package to be executed immediately and include Equipment Procurement and delivery to site only. Second bid package to included installation of equipment.
 Budget Cost ————— \$65,000
 3. Expansion joint repair (4) between Club Suites and Stadium.
 Budget Cost ————— \$15,000
 4. Ticket Booth, Gate House and Administration Building Roof Rehabilitation
 Budget Cost ————— \$220,000



5. Billboard Sheet Metal Repairs: This includes repair of both Billboards each side of Scoreboard.

Budget Cost ----- \$35,000

6. Build Mockup Suite: Suite to include all amenities as outlined in the Stadium Improvements Report. Location in corner end zone area as directed by Buffalo Bills. Discuss installation of full plumbing work and wheel chair lift.

Budget Cost ----- \$200,000

7. Fire Code Variance: County of Erie to contract with Washington firm for Variance Report & Submission to New York State. It is anticipated that additional fixtures will be required to meet the new occupancy total. (7500 to 8000 capacity) Additional restroom to be constructed at 50 yard line of field house on south side exterior. Football Club will be able to use new restroom facility during practice sessions on grass field. Design phase to commence after Report is complete.

Budget Cost ----- \$65,000

(\$15,000 earmarked for Report, \$50,000 for restroom facility improvements)

8. Frame Sealing and Concrete Repairs

Budget Cost ----- \$1,250,000

3. Project No. 2 Cooling Towers is top priority. Projects 1,6 and 8 to be completed by start of 1997 Football Season. All other projects to be completed by end of fall season.
4. Guiderail damage has resulted from the winter snow plowing season. An estimated \$5,000 to \$8,000 in repairs/replacement is necessary adjacent to Smokes Creek (top of bank area) and other locations as determined by the Buffalo Bills. These areas can be repaired/replaced under DiPizio's existing contract (Additional Parking Lot and Running Track Project). A guiderail unit price exists in that contract that can be utilized.
5. Projects 1 and 6 to be bid together in one bid package.
6. DiDonato to submit a supplemental design and inspection cost proposal to Erie County for the capital projects listed above.

The foregoing constitutes our understanding of matters discussed and conclusions reached. If there are any errors or omissions in the basic discussion, please notify the Engineer in writing.

Respectively submitted,
DiDonato Associates, P.E., P.C.


John DiDonato, P.E.
Vice President

JD:sah

enc: 1996 Stadium Capital Projects & Continued County Maintenance Program 1997- 1999
printout.

Cc: Peter McClive, Wilson, Klaes, Brucker & Worden, P.C.

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ATTACHMENT C

**ORDINARY OPERATIONS, MAINTENANCE AND GAME DAY EXPENSES
SCHEDULE OF COUNTY PAYMENTS**

Pursuant to Paragraph IV.B. of the MOU, the County shall make payments to the Bills for Ordinary Operations, Maintenance and Game Day expenses as provided in this schedule. The Bills shall request the funds on a standard voucher at least 30 days before the day on which payment is due.

The Bills shall provide the County with evidence of the actual expenditures during each lease year as soon as practicable upon the completion of the least year. In the event the Bills have not incurred expenses that equal or exceed the amount paid by the County for a lease year, the amount that is scheduled to be paid by the County in November of the next succeeding lease year shall be reduced in an amount that is equal to the overpayment. If the payment that is scheduled for November is not sufficient to compensate the county for any overpayment, then the next scheduled payment after November shall also be reduced until the County is fully compensated for the overpayment

The amounts shown on this schedule shall be adjusted each year for inflation as specified in Paragraph IV.B. of this MOU.

SCHEDULE OF PAYMENTS

August

One half of Game Day Expenses (\$542,500)

One quarter of Ordinary Maintenance and Operations Expenses (\$457,500)

November

One half of Game Day Expenses (\$542,500)

One quarter of Ordinary Maintenance and Operations Expenses (\$457,500)

February

One quarter of Ordinary Maintenance and Operations Expenses (\$457,500)

May

One quarter of Ordinary Maintenance and Operations Expenses (\$457,500)

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2 **SCHEDULE D**

3
4 **Rent Calculation Schedule**

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7 **DEFINITIONS**

8
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10 **Net Ticket Revenue**

11
12 The gross price received for admission to the games, exclusive of club and suite license
13 fees, and after deduction of any taxes or surcharges which are allowed as a deduction by the NFL
14 for purposes of computing the visiting team share.

15
16
17 **Net Ticket Deficit**

18
19 The difference in any season between the Net Ticket Revenues of the Bills for all pre-
20 season and regular season home games, but excluding any playoff games, and the NFL average
21 of the same.

22
23
24 **Qualifying License Fee Amount**

25
26 The amount of annual suite and club license fees which are required to be contracted for
27 the project to proceed.

28
29 **License Fee Deficit**

30
31 The difference between the Qualified License Fee Amount and the License Fees
32 received in the event that Licensees default under the terms of the Club or Suite License
33 Agreements and such defaults cause the License fee revenues received by the Bills in any year
34 to drop below the Qualified License Fee Amount.

35
36 **Total Deficit**

37
38 The sum of the Net Ticket Deficit and the License Fee Deficit.

1
2 RENT CALCULATION
3

4 The Bills shall pay rent for each year of the lease according to the following formula:
5 Net Ticket Revenue less the average NFL Net Ticket Revenue divided by two. In no event shall
6 the rent of the Bills be less than zero.
7

8 RECOUPMENT
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10 If in any year there exists a Total Deficit in excess of \$5,000,000, such amount in excess
11 of \$5,000,000 shall be credited against any termination fee due by the Bills as a result of the
12 Bills terminating the lease. In no event shall the termination fee be reduced below zero.
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County of Erie

DENNIS T. GORSKI
COUNTY EXECUTIVE

PHONE: 715-855-

February 20, 1997

Hon. Jack Quinn, Jr.
Member of Congress
331 Cannon House Office Building
Washington, D.C. 20515

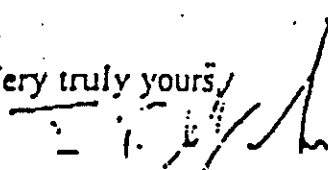
Dear Congressman Quinn:

Enclosed is a request for \$9.8 million for the funding of the Buffalo and Pittsburgh Rail Corridor Preservation and Intermodal Enhancement Project. We believe that this project will assist in the development of rail passenger activity in this corridor for Buffalo Bills trains, tourist excursions and future commuter rail. Existing freight activity will also be served and a rail link maintained to West Valley for the federal clean-up of this nuclear fuel processing site.

Your assistance in placing this project in the reauthorization of the Intermodal Surface Transportation Efficiency Act of 1991 is very important to the region.

We look forward to your help and would be glad to discuss the project with you or your staff.

Very truly yours,


DENNIS T. GORSKI
County Executive

DTG/mg

Enclosure

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ATTACHMENT F

Option to Terminate Lessee shall have the right to terminate this Lease effective at 5 p.m. Buffalo, New York time on the date (the "Termination Date") that is the last day of any of the sixth (6th) through fourteenth (14th) Lease Years. Lessee may exercise its right to terminate pursuant to this Section by giving the State written notice of termination on or before any of the Notice Dates set forth below opposite the Lease Year and by paying to the State, on or before the Termination Date, an amount equal to the Termination Fee set forth opposite the Termination Date.

If the Bills are sold or under contract for sale to a new owner, the new owner shall be required to pay a termination fee of 150% of the amount displayed below.

<u>Lease Year</u>	<u>Notice Date</u>	<u>Termination Date</u>	<u>Termination Fee</u>
6	February 28, 2004	July 31, 2004	\$20,000,000
7	February 28, 2005	July 31, 2005	\$17,000,000
8	February 28, 2006	July 31, 2006	\$14,000,000
9	February 28, 2007	July 31, 2007	\$12,000,000
10	February 29, 2008	July 31, 2008	\$10,000,000
11	February 28, 2009	July 31, 2009	\$ 8,000,000
12	February 28, 2010	July 31, 2010	\$ 6,000,000
13	February 28, 2011	July 31, 2011	\$ 4,000,000
14	February 29, 2012	July 31, 2012	\$ 2,000,000

Mr. MARSHALL offered an amendment as follows:

Add After the 4th WHEREAS Clause:

WHEREAS, the people of Erie County have overwhelmingly rejected the propose new tax on beer, alcohol and cigarettes, and

WHEREAS, at the three public hearings held by the Legislature, Erie County taxpayers rejectefd the notion of paying new or increased taxes to support the county portion of the proposed Buffalo Bills lease, and

WHEREAS, it should be the goal of the Erie County Legislature to review and consider funding options which will not increase taxes in Erie County such as the Lease-Leaseback proposal offered by Erie County Comptroller Nancy Naples, and

Add After the 2nd RESOLVE clause:

RESOLVED, that the Erie County Legislature states its commitment to meeting the financial obligations of the proposed Buffalo Bills lease without creating any new tax or raising existing taxes, and be it further

RESOLVED, that the Administration and the County Legislature shall thoroughly and objectively consider the Naples' proposal as a means of funding the county portion of the proposed Buffalo Bills lease, and be it further

Mr. MARSHALL requested permission of the floor for the Commissioner of Environment and Planning.

GRANTED.

Richard Tobe, Commissioner of Environment and Planning given permission of the floor.

Mr. MARSHALL moved the adoption of the amendment. Ms. CHASE seconded.

Chairman SWANICK directed that the Amendment be referred to the FINANCE AND MANAGEMENT COMMITTEE.

Mr. MARSHALL moved to Challenge the Chair. Ms. CHASE seconded.

Chairman SWANICK directed that a Roll Call be taken.

Ayes - Chase, Greenan, Larson, Marshall, Pauly, Ranzenhofer, DeBenedetti, Olma - 8. Noes - Dusza, Fisher, Fitzpatrick, Holt, Cohen Kennedy, Kuwik, Marinelli, Peoples, Swanick - 9.

DEFEATED.

Subsequently, the amendment (Int. 17-2) was referred to the FINANCE AND MANAGEMENT COMMITTEE.

Mr. OLMA offered an amendment as follows:

Delete the following from the M.O.U.:

XII. VENDING RESTRICTIONS

The County shall request by Home Rule Message that the New York State Legislature adopt Legislation that will authorize the County to regulate vending by parties other than the Bills on the leased premises or adjoining rights of way. The County will then utilize this authority to enact such local law.

Chairman SWANICK ruled the amendment Out of Order.

Ms. PEOPLES offered an additional amendment as follows:

Delete the 1st RESOLVE clause in its entirety and replace with the following:

RESOLVED, that the Erie County Legislature does hereby authorize the County Executive to sign the MOU on behalf of Erie County, and be it further

Add the following after the 1st RESOLVE clause to read as follows:

RESOLVED, that this Honorable Body does hereby authorize the County Executive to proceed with negotiations relative to the final lease language as follows:

1. The final lease agreement should contain an itemized listing of continuing costs and new costs associated with the new lease;

2. Language should be incorporated relative to the protection of Erie County against any general liability associated with construction and capital improvements to Rich Stadium under the new lease agreement;

and be it further

Ms. PEOPLES moved the adoption of the amendment. Mr. KUWIK seconded.

CARRIED UNANIMOUSLY.

Mr. OLMA moved to send to committee. Mr. DEBENEDETTI seconded.

Chairman SWANICK directed that a Roll Call be taken.

Ayes - DeBenedetti, Olma - 2. Noes - Chase, Greenan, Larson, Marshall, Pauly, Ranzenhofer, Dusza, Fisher, Fitzpatrick, Holt, Cohen Kennedy, Kuwik, Marinelli, Peoples, Swanick - 15.

DEFEATED.

Ms. PEOPLES moved the adoption of the resolution as amended. Mr. HOLT seconded.

Chairman SWANICK directed that a Roll Call be taken.

Ayes - Chase, Greenan, Larson, Marshall, Pauly, Ranzenhofer, Dusza, Fisher, Fitzpatrick, Holt, Cohen Kennedy, Kuwik, Marinelli, Peoples, Swanick - 15. Noes - DeBenedetti, Olma - 2.

CARRIED.

COMMUNICATIONS FROM ELECTED OFFICIALS:

FROM CHAIRMAN SWANICK

ITEM 2 - (Comm. 17E-1) Calling Special Meeting

RECEIVE, FILE & PRINT.

September 4, 1997

Laurie A. Manzella, Clerk
Erie County Legislature
25 Delaware Avenue - 7th Floor
Buffalo, New York 14202

Dear Ms. Manzella:

Pursuant to Rule 2 of the Rules or Order of the Erie County Legislature, you are hereby directed to call a Special Meeting of the Erie County Legislature to be held on **WEDNESDAY, SEPTEMBER 10, 1997, AT 11:00 O'CLOCK** in the morning of that day in the Erie County Legislative Chambers, 25 Delaware Avenue, 7th Floor, Buffalo, New York.

The purpose of the meeting will be to consider and act upon the following:

A resolution submitted by Legislators Swanick and Peoples entitled **AUTHORIZING COUNTY EXECUTIVE TO SIGN BILLS LEASE M.O.U.**

Thank you.

Sincerely,
CHARLES M. SWANICK
Chairman
Erie County Legislature

RECEIVED, FILED & PRINTED.

COMMUNICATIONS FROM THE DEPARTMENTS:

FROM THE CLERK OF THE LEGISLATURE

ITEM 3 - (Comm. 17D-1) Special Meeting Notice

RECEIVE, FILE & PRINT.

September 4, 1997

TO: All Erie County Legislature
From: Laurie A. Manzella, Clerk of the Legislature
Subject: **SPECIAL MEETING NOTICE**

PLEASE TAKE NOTICE that pursuant to Rule 2 of the Rules or Order of the Erie County Legislature, and under the direction of Chairman Charles . Swanick, there will be a Special Meeting of the Erie County Legislature on **WEDNESDAY, SEPTEMBER 10, 1997, AT 11:00 O'CLOCK** in the morning of that day in the Erie County Legislative Chambers, 25 Delaware Avenue, 7th Floor, Buffalo, New York.

The purpose of the meeting will be to consider and act upon the following:

INTRO. 17-1 (1997) A resolution submitted by Legislators Swanick and Peoples entitled AUTHORIZING COUNTY EXECUTIVE TO SIGN BILLS LEASE M.O.U. (Memorandum of Understanding).

Thank you.

RECEIVED, FILED & PRINTED.

ADJOURNMENT:

ITEM 4 - At this time, there being no further business to transact, the Chairman announced that the Chair would entertain a Motion to Adjourn.

Ms. PEOPLES moved that the Legislature adjourn until 2:00 P.M., Thursday, September 11, 1997. Mr. MARSHALL seconded.

CARRIED UNANIMOUSLY.

The Chairman declared the Legislature adjourned until Thursday, September 11, 1997 at 2:00 P.M., Daylight Savings Time.

LAURIE A. MANZELLA
Clerk