

**ERIE COUNTY LEGISLATURE
MEETING NO. 11
JUNE 7, 2007**

The Legislature was called to order by Chairperson Marinelli.

All members present except Legislators Weinstein and Miller-Williams.

An invocation was held by Legislator Mazur.

The Pledge of Allegiance was led by Legislator Grant.

Item 1 – No tabled items.

Item 2 – No items for reconsideration from previous meetings.

Item 3 – MS. WHYTE moved to approve the minutes for meetings 9 and 10 of 2007. MR. KENNEDY seconded.

CARRIED UNANIMOUSLY.

Item 4 - No Public Hearings.

MISCELLANEOUS RESOLUTIONS

Item 5 – MS. IANNELLO presented a resolution Declaring the Month of May, 2007 as Older Americans Month.

Item 6 – MR. KENNEDY presented a resolution Congratulating Tim Kennedy, Chris Mueller and Mike Ratchuk on Winning the 2007 NCAA National Championship in Men's Ice Hockey for Michigan State.

Item 7 - MARINELLI, LOUGHRAN & KENNEDY presented a resolution In Memory of Mark M. Jasen.

Item 8 - REYNOLDS & MARINELLI presented a resolution Honoring Danny Neaverth on Being Inducted Into The NYS Broadcasters Hall of Fame.

Item 9 – MS. MILLER-WILLIAMS presented a resolution Congratulating City Honors School for Outstanding Achievements.

Item 10 – MR. MILLS presented a resolution Congratulating WG Arthur on 100 Years of Business Operations.

Item 11 – MR. REYNOLDS presented a resolution Congratulating Eden Central High School on Winning the Section VI Class B Baseball Championship.

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Item 12 – MR. REYNOLDS presented a resolution Congratulating Hamburg Central High School on Winning the Section VI Class B Boys Lacrosse Championship.

Item 13 – MR. REYNOLDS presented a resolution Congratulating Hamburg Central High School on Winning the Section VI Class B Girls Lacrosse Championship.

Item 14 – MR. REYNOLDS presented a resolution Congratulating Hamburg Central High School on Winning the Section VI Division I Boys Track & Field Championship.

Item 15 - KOZUB & REYNOLDS presented a resolution Congratulating Frontier Central High School on Winning the Section VI Class AA Softball Championship.

Item 16 – MR. MAZUR presented a resolution Honoring the 90th Anniversary of St. John Gualbert R.C. Church.

Item 17 – The MAJORITY CAUCUS presented a resolution Recognizing June 2007 as National Hunger Awareness Month.

Item 18 – MR. KOZUB presented a resolution In Memory of Father Gary Bagley.

Item 19 – MR. REYNOLDS presented a resolution Recognizing June 29 - July 5, 2007 as National Clean Beaches Week in Erie County.

Item 20 – MR. REYNOLDS presented a resolution Honoring Mary Ann Suda Upon Being Awarded With The PTA Distinguished Service Award for Her Lifetime Commitment to the Education of Our Children.

Item 21 – GRANT & MILLER-WILLIAMS presented a resolution Honoring Author And Children's Advocate Geoffrey Canada.

Item 22 – GRANT & MILLER-WILLIAMS presented a resolution Honoring Dr. Michael L. Lomax President and Chief Executive Officer of the United Negro College Fund.

Item 23 – MS. KONST presented a resolution Honoring Robert S. DeFilippo Upon His Retirement From the Depew School District.

Item 24 – GRANT & MILLER-WILLIAMS presented a resolution In Memory of Paul E. Jenkins.

Item 25 – GRANT & MILLER-WILLIAMS presented a resolution Honoring Rev. Dr. Robert L. Graham for his Outstanding Community Service to the Residents of WNY.

MS. WHYTE presented the above twenty-one resolutions and moved for immediate consideration. MR. REYNOLDS seconded.

CARRIED UNANIMOUSLY.

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MS. WHYTE moved to amend the above twenty-one items for Et Al Sponsorship and include four additional Miscellaneous Resolutions. MS. LOCKLEAR seconded.

CARRIED UNANIMOUSLY.

Item 26 – MS. IANNELLO presented a resolution In Memory of Shirley A. Gallagher.

Item 27 – MS. IANNELLO presented a resolution Congratulating Bessie Zhang on Being Named a Student Ambassador from Grand Island.

Item 28 – MS. IANNELLO presented a resolution Congratulating Corey McGowan on Being Named a Student Ambassador from Grand Island.

Item 29 – MS. LOCKLEAR presented a resolution In Memory of Daniel B. Shanahan, Jr.

MS. WHYTE moved to approve the above twenty-five resolutions. MR. KOZUB seconded.

CARRIED UNANIMOUSLY.

LOCAL LAWS

Item 30 - CHAIRPERSON MARINELLI directed that Local Law No. 4 (Print #1) 2006 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 31 - CHAIRPERSON MARINELLI directed that Local Law No. 5 (Print #1) 2006 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 32 - CHAIRPERSON MARINELLI directed that Local Law No. 6 (Print #1) 2006 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

Item 33 - CHAIRPERSON MARINELLI directed that Local Law No. 8 (Print #1) 2006 remain on the table and in the ECONOMIC DEVELOPMENT COMMITTEE.

GRANTED.

Item 34 - CHAIRPERSON MARINELLI directed that Local Law No. 1 (Print #1) 2007 remain on the table and in the PERSONNEL COMMITTEE.

GRANTED.

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Item 35 – CHAIRPERSON MARINELLI directed that Local Law No. 3 (Print #1) 2007 remain on the table and in the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

COMMITTEE REPORTS

Item 36 – MS. IANNELLO presented the following report and moved for immediate consideration and approval. MR. REYNOLDS seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 149

MAY 24, 2007

COMMUNITY ENRICHMENT COMMITTEE
 REPORT NO. 6

ALL MEMBERS PRESENT EXCEPT LEGISLATOR GRANT.

1. RESOLVED, the following items are hereby received and filed:
 - a. COMM. 20M-7 (2006)
BUFFALO NIAGARA CONVENTION & VISITORS BUREAU: Copy of Buffalo News Editorial Re: Restore Tourism Funding
 (3-0)
 - b. INTRO 3-8 (2007)
MARINELLI, WHYTE, KONST, KOZUB & MAZUR: Erie Community College Expansion and Bond Resolution
 (3-0)
 - c. COMM. 7M-6 (2007)
BUFFALO NIAGARA CONVENTION & VISITORS BUREAU: 2006 Bed Tax Overage
 (3-0)

MICHELE M. IANNELLO
CHAIRPERSON

Item 37 – MR. REYNOLDS presented the following report and moved for immediate consideration and approval. MS. LOCKLEAR seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 150

MAY 24, 2007

FINANCE & MANAGEMENT COMMITTEE
 REPORT NO. 9

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ALL MEMBERS PRESENT. CHAIRPERSON MARINELLI PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following item is hereby referred to the Personnel Committee:
 - a. COMM. 10E-5 (2007)
COUNTY EXECUTIVE: Budget & Management – Authorization to Underfill (5-0)

ROBERT B. REYNOLDS, JR.
CHAIRPERSON

Item 38 – MR. KENNEDY presented the following report and moved for immediate consideration and approval. MS. KONST seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 151

MAY 24, 2007

ECONOMIC DEVELOPMENT COMMITTEE
 REPORT NO. 10

ALL MEMBERS PRESENT. LEGISLATOR MARINELLI PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
 - a. COMM. 10M-10 (2007)
ECIDA: 2006 Annual Report (4-0)
 - b. COMM. 10M-11 (2007)
ECIDA:: 2006 Annual Audited Financial Statements (4-0)
2. COMM. 10E-11 (2007)
COUNTY EXECUTIVE

WHEREAS, the New York State Department of Transportation proposed to reconstruct NY Route 270, Campbell Boulevard (SH 584 & SH 8162) Bridge (BIN 4044050), New York State PIN 5181.07, over Erie Barge Canal and Erie Canalway Trail, in the Town of Amherst, Erie County, and

WHEREAS, in conformance with Section 42 of the New York State Highway Law, the New York State Department of Transportation proposes to utilize the following roads as a detour during the period of construction (2007 – 2009 approximately 6-8 months) Tonawanda Creek Road (CR 2) and North French Road (CR 299) in the Town of Amherst, and

WHEREAS, the New York State Department of Transportation will provide traffic control devices on Tonawanda Creek Road (CR 2) for the automobile detour and make improvements or repairs when necessary to the above-mentioned road to make it adequate to handle additional detour traffic, and

WHEREAS, the New York State Department of Transportation will provide traffic control devices on North French Road (CR 299) and make improvements or repairs when necessary to the above-mentioned road to make it adequate to handle additional truck detour traffic.

NOW, THEREFORE, BE IT

RESOLVED, that the County Legislature of the County of Erie does hereby authorize the New York State Department of Transportation to utilize the above-mentioned roads as a detour during the period of construction, and be it further

RESOLVED, that the County of Erie will continue to provide normal routine maintenance on the above-mentioned roads, including snow and ice control, and be it further

RESOLVED, that the Clerk of the Legislature forward seven (7) certified copies of this Resolution to the Deputy Commissioner, Highways, to be forwarded to the New York State Department of Transportation and one copy each to the Department of Public Works, Office of the Commissioner; the Office of the County Executive; the Division of Budget, Management & Finance; and the Office of the Comptroller.

(4-0)

3. **COMM. 10E-13 (2007)**

COUNTY EXECUTIVE

WHEREAS, your Honorable Body previously authorized General Architectural/Engineering contracts with URS, Inc. and Foit-Albert Associates on July 15, 2004 for providing Architectural/Engineering Services Work, and

WHEREAS, the Botanical Gardens Society has requested that the County continue with the phased Botanical Gardens Master Plan Improvements, and

WHEREAS, the Botanical Gardens Society has received a grant from SHPO in an amount not to exceed \$200,000.00 for making remedial structural repairs to Houses #2 and #3, and

WHEREAS, a contract increase is required to Foit-Albert Associates' General Architectural/Engineering Contract for preparing a Project Initiation Report for the proposed Propagation House to be located adjacent to the new parking lot, and

WHEREAS, a contract increase is required to URS, Inc.'s General Architectural/Engineering Contract for preparing design and construction documents for the structural remediation repairs of Houses #2 and #3, and for redesign of the proposed parking lot, and

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WHEREAS, the County as lead agency pursuant to Article 8 – State Environmental Quality Review Act of the Environmental Conservation Law and 6NYCRR Part 617 has completed a General Environmental Impact Statement with no significant environmental findings.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Public Works be authorized to issue a change order to URS Inc.'s contract for an amount not to exceed \$80,000.00 for the 2007 Botanical Gardens Master Plan Improvements, and be it further

RESOLVED, that the Commissioner of Public Works be authorized to issue a change order to Foit-Albert Associates' contract for an amount not to exceed \$30,000.00 for the Propagation House Project Initiation Report, and be it further

RESOLVED, that the Erie County Legislature accepts and authorizes the County Executive to sign the Final Generic Environmental Impact Statement dated April 18, 2007, and be it further

RESOLVED, that the Comptroller's Office be authorized to make payment for all of the above from SAP Project A.00291 – 2006 Botanical Gardens Master Plan Reconstruction, and be it further

RESOLVED, that two copies of this resolution be sent to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Division of Budget, Management & Finance; and the Office of the Comptroller.
 (4-0)

4. **COMM. 10E-16 (2007)**
COUNTY EXECUTIVE

WHEREAS, the County of Erie, is interested in fostering business growth and job creation within Erie County; and

WHEREAS, Erie County desires to encourage the environmentally sound reuse of urban brownfields for productive use, be it industrial, commercial or recreational; and

WHEREAS, Erie County desires to assist in increasing shipping and rail business in our region; and

WHEREAS, Erie County desires to work with the South Buffalo Railway Company, the Gateway Corporation, Tecumseh Redevelopment Inc. and the City of Lackawanna to redevelop this brownfield and participate in the construction through various state and federal programs and direct contracting for these services where appropriate.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to enter into contracts to receive two million four hundred and twenty thousand dollars (\$2,420,000.00) from the State of New York's Multimodal 2000 Program, and enter into contracts with the New York State Department of

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Transportation, the Erie County Industrial Development Agency, the Lackawanna Community Development Corporation, the City of Lackawanna, Tecumseh Redevelopment, Inc. and the South Buffalo Railway Company and other necessary parties for the purpose of funding rail projects which will progress the redevelopment of the former Bethlehem Steel site; and be it further

RESOLVED, that the County Executive is authorized to enter into agreements for ownership of property or easements as may be necessary for infrastructure improvements such as sewers, waterlines, rail, utility corridors, roadways, public greenways; and be it further

RESOLVED, that the County Executive is authorized to enter into agreements for purposes of environmental remediation, indemnification or environmental covenants with the South Buffalo Railway Company, Gateway Corporation, Tecumseh Redevelopment Inc., the City of Lackawanna, Lackawanna Community Development Corporation, Erie County Industrial Development Agency, the New York State Department of Environmental Conservation and other necessary parties; and be it further

RESOLVED, that the source of funds will be \$2,420,000.00 available in the approved New York State Multimodal 2000 Program; and be it further

RESOLVED, that the County Executive is authorized to apply for additional funding from various funding programs from local, state and federal agencies and enter into agreements with local, state and federal agencies to receive funding to be utilized toward the redevelopment of the former Bethlehem Steel site; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send certified copies of this resolution to the Director of the Division of Budget, Management and Finance, the Comptroller, the Commissioner of the Department of Environment and Planning and the County Attorney.

(4-0)

TIMOTHY M. KENNEDY
CHAIRMAN

Item 39 – MS. WHYTE presented the following report and moved for immediate consideration and approval. MR. KENNEDY seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 152

MAY 24, 2007

GOVERNMENT AFFAIRS COMMITTEE
 REPORT NO. 8

ALL MEMBERS PRESENT EXCEPT LEGISLATOR WEINSTEIN.

1. RESOLVED, the following items are hereby received and filed:
 - a. COMM. 24M-1 (2007)

ECFSA: Hiring and Contract Processes
 (4-0)

- b. **COMM. 7D-4 (2007)**
COMPTROLLER'S OFFICE: Copy of Letter to County Attorney Re: Audit of Risk Retention Fund and Law Department Professional Services Account
 (4-0)
- c. **COMM. 8D-3 (2007)**
COUNTY ATTORNEY: Transmittal of New Claims Against Erie County
 (4-0)

MARIA R. WHYTE
CHAIRPERSON

Item 40 – MR. LOUGHRAN presented the following report and moved for immediate consideration and approval. MR. KOZUB seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 153

MAY 24, 2007

ENERGY & ENVIRONMENT COMMITTEE
 REPORT NO. 9

ALL MEMBERS PRESENT EXCEPT LEGISLATOR KOZUB.

1. **RESOLVED**, the following items are hereby received and filed:
- a. **COMM. 8E-17 (2007)**
COUNTY EXECUTIVE: Sewerage Management - Public Education and Outreach Program - Presentation
 (3-0)
- b. **COMM. 9E-13 (2007)**
COUNTY EXECUTIVE: ECSDs No. 2 and No. 6 - Preliminary Design Activities for Energy and Efficiency Upgrades at Wastewater Treatment Facilities
 (3-0)
- c. **COMM. 10E-10 (2007)**
COUNTY EXECUTIVE: ECSD Nos. 1, 2, 3, 4, 5 and 6 - Engineer Term Agreement - DiDonato Associates
 (3-0)
- d. **COMM. 10E-14 (2007)**

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COUNTY EXECUTIVE: ECSD No. 3 - Southtowns Advanced Wastewater Treatment Facility - Siemens Building Technologies, Inc.
 (3-0)

THOMAS A. LOUGHRAN
CHAIRMAN

LEGISLATOR RESOLUTIONS

Item 41 - CHAIRPERSON MARINELLI directed that the following resolution be referred to the FINANCE & MANAGEMENT COMMITTEE.

GRANTED.

INTRO 11-1 from LEGISLATOR KONST Re: Temporary Use of Funds

Item 42 – CHAIRPERSON MARINELLI directed that the following resolution be referred to the PUBLIC SAFETY COMMITTEE.

GRANTED.

INTRO 11-2 from LEGISLATOR KONST Re: Cemetery Road Bridge

Item 43 – CHAIRPERSON MARINELLI directed that the following resolution be referred to the GOVERNMENT AFFAIRS COMMITTEE.

GRANTED.

INTRO 11-3 from REYNOLDS, MARINELLI, WHYTE & KENNEDY Re: In Support of the Employee Free Choice Act.

Item 44 – MS. WHYTE presented the following resolution and moved for immediate consideration. MR. KENNEDY seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 154

RE: 2006 Inclusion of Viable Agricultural Lands into an Agricultural District (INTRO 11-4)

A RESOLUTION SUBMITTED LEGISLATORS
REYNOLDS, MARINELLI and WHYTE

WHEREAS, on September 23, 2004, the Erie County Legislature designated November 1 through 30 as the perennial thirty-day open enrollment period to landowners for inclusion of predominantly viable agricultural land into a certified agricultural district prior to the established 8-year review period; and

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WHEREAS, during the 2006 open enrollment period, six (6) landowners requested inclusion of twelve (12) parcels that were not in an agricultural district, and the Department of Environment and Planning researched and compiled data about the parcels; and

WHEREAS, the Erie County Agricultural and Farmland Protection Board deliberated and made its recommendations in a report filed with the Erie County Legislature; and

WHEREAS, a parcel at 8967 Carriage Crossing Road in the Town of Eden was rejected by the Board as it determined that further investigation was necessary along with an official response from the Town of Eden; however, the applicant is encouraged to reapply during the November 2007 open period; and

WHEREAS, the Erie County Legislature published a notice of public hearing and held a public hearing regarding agricultural lands at 7:30 P.M. on April 16, 2007, at 2795 East Church Street, Eden, State of New York; and

WHEREAS, the SEQR process has been followed and a negative declaration was issued for each parcel on June 4, 2007.

NOW, THEREFORE BE IT

RESOLVED, that the Legislature of Erie County, State of New York has determined that the following parcels meet the criteria specified in Sec. 303-b of the New York State Agricultural District Law and the Erie County Legislature adopts the inclusion of these properties into an adjacent agricultural district:

<u>Address District</u>	<u>Property Description</u>	<u>Municipality</u>	<u>Agricultural</u>
790 Rockwood Road	SBL # 240.00-4-26.12	Town of Boston	Eden (E.C. #2)
8789 Rockwood Road	SBL # 240.00-4-26.13	Town of Boston	Eden (E.C. # 2)
Hayes Hollow Road #15)	SBL # 243.00-3-9.11	Town of Colden	Concord (E.C.
Hayes Hollow Road #15)	SBL # 228.00-4-12.12	Town of Colden	Concord (E.C.
9110 Center Street	SBL # 244.00-2-1	Town of Colden	Holland (E.C. #6)
2266 Gowanda Zoar Road	SBL # 350.00-2-27	Town of Collins	Collins (E.C. #8)
Emery Road	SBL # 187.00-3-10.12	Town of Aurora	Wales (E.C. #12)
Emery Road	SBL # 187.00-3-10.111	Town of Aurora	Wales (E.C. #12)

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Emery Road	SBL # 187.00-3-10.112	Town of Aurora	Wales (E.C. #12)
1680 Emery Road	SBL # 187.00-3-10.2	Town of Aurora	Wales (E.C. #12)
1580 Emery Road	SBL # 187.00-3-11	Town of Aurora	Wales (E.C. #12)

and be it further

RESOLVED, that the Legislature of Erie County, State of New York has determined that the following parcel shall be rejected for inclusion in an agricultural district:

<u>Address</u>	<u>Property Description</u>	<u>Municipality</u>
8967 Carriage Crossing	SBL # 238.00-3-35	Town of Eden

Reason for Rejection This case elicited some controversy, and the Agricultural and Farmland Protection Board determined that it warrants further investigation and an official response from the Town of Eden. The Board did not want to slow the process for the rest of the other applicants pending investigation of this application. The applicant is encouraged to reapply during the November 2007 open period; and be it further

RESOLVED, that certified copies of this resolution, along with the Erie County Agricultural and Farmland Protection Board report, SEQR negative declaration, and tax maps and SBL numbers for each parcel of land to be included in an agricultural district be sent by the Clerk of the Erie County Legislature to the Commissioner of New York State Department of Agriculture and Markets for certification and immediate inclusion into an agricultural district.

MS. WHYTE moved to amend the item for Et Al Sponsorship. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

MS. WHYTE moved to approve the item as amended. MR. MAZUR seconded.

CARRIED UNANIMOUSLY.

Item 45 – MS. WHYTE presented the following resolution and moved for immediate consideration. MR. MAZUR seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 155

RE: Technical Changes to the Legislature's
Budget (INTRO 11-5)

**A RESOLUTION SUBMITTED BY
LEGISLATOR MARINELLI**

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MS. WHYTE moved to amend the item. MR. REYNOLDS seconded.

CARRIED UNANIMOUSLY.

ADD the following:

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby make the following technical budget amendments to the Legislature's 2007 Adopted Departmental Budget, all of which can be effectuated while keeping within the Legislature's Adopted appropriation for 2007:

Fund Center 100 Cost Center 1005017 District Office Staff

CORRECT (1) Administrative Assistant Leg District Office RPT Position Number 51004146 from JG 6 Step 2 to JG 6 Step 3 effective January 6, 2007

MS. WHYTE moved to approve the item as amended. MS. IANNELLO seconded.

CARRIED UNANIMOUSLY.

Item 46 – MS. WHYTE presented the following resolution and moved for immediate consideration. MR. KOZUB seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 156

RE: Exploring One Week of Free Ridership on
 NFTA Bus/Rail Services for Erie-Niagara
 Residents (INTRO 11-6)

A RESOLUTION TO BE SUBMITTED BY
 LEGISLATORS KOZUB, MARINELLI, WHYTE,
 LOCKLEAR, IANNELLO and LOUGHRAN

WHEREAS, gasoline prices have ominously reached record highs with what appears to be no end in sight, and there is wide speculation that while prices are set by supply and demand, that consumers are at the mercy of the oil companies and that price gouging has occurred; and

WHEREAS, New York State and Federal representatives have publicly stated that something needs to be done, and New York State and Federal governmental leaders also believe that there may be price gouging involved; and

WHEREAS, there is one option available today to help resolve this serious problem, that being the utilization of public transportation, which could result in a reduction in the demand for gasoline consumption, a reduction in harmful pollutants linked to global warming, as well as savings from a reduction in the wear and tear on highway infrastructure and automobiles; and

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WHEREAS, most importantly, the utilization of public transportation could also reintroduce people to this means of travel, potentially increasing long-term ridership and thereby increasing fare box revenues with the resulting reduction needed from State and Federal assistance to the N.F.T.A., along with savings consumers money from not needing to refill their automobiles as frequently as they currently do, savings from parking fees and vehicle wear and tear, and once again doing good for our environment; and

WHEREAS, in an attempt to relieve financial pressures on our hard-working Erie and Niagara County families, offering residents one week of free ridership on all N.F.T.A. bus and rail transportation is a natural way to not only help the environment, but also help families budget-wise and show people what a great option public transportation is.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby go on record in understandable concern for consumers over the ever-escalating prices at our gas pumps, especially as they negatively impact family budgets; and be it further

RESOLVED, that this Legislature believes that an excellent option is available today to help resolve the continued escalation of prices at the gas pumps; and be it further

RESOLVED, that this Legislature encourages exploring the concept of providing one week of free ridership to Erie-Niagara residents on all N.F.T.A. bus and rail transportation to demonstrate that public transportation is a viable option in the quest to save on the high cost of fuel, help the environment, relieve traffic congestion, and also save on infrastructure and vehicle maintenance costs; and be it further

RESOLVED, that this Legislature respectfully requested the Erie and Niagara County delegation to the New York State Legislature and United States Congress to work to secure the necessary funding to accomplish this objective, approximately \$265,000 (Fall, Winter or Spring) or \$265,000 (Summer) that would replace fare box collections, thereby holding the N.F.T.A. harmless financially; and be it further

RESOLVED, that certified copies of this resolution be forwarded to United States President George W. Bush, New York Governor Eliot L. Spitzer, the Western New York delegations to Congress and New York State Legislature, as well as the Niagara Frontier Transportation Authority.

MS. WHYTE moved to amend the item. MR. KENNEDY seconded. MR. MILLS and MR. RANZENHOFER voted in the negative.

CARRIED. (11-2)

ADD the following as Co-Sponsors:

MS. GRANT
MR. KENNEDY
MS. KONST

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MR. MAZUR

MS. WHYTE moved to approve the item as amended. MR. KOZUB. MR. MILLS and MR. RANZENHOFER voted in the negative.

CARRIED. (11-2)

COMMUNICATIONS DISCHARGED FROM COMMITTEE

Item 47 – MS. WHYTE moved to discharge the FINANCE & MANAGEMENT COMMITTEE from further consideration of INTRO 9-12. MR. REYNOLDS seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 157

RE: ERIE COUNTY FINANCES (INTRO 9-12)

**A RESOLUTION TO BE SUBMITTED BY
LEGISLATOR MARINELLI**

RE: ERIE COUNTY FINANCES

MS. WHYTE moved to amend the item. MS. LOCKLEAR seconded. MR. RANZENHOFER voted in the negative.

CARRIED. (12-1)

ADD the following resolution:

WHEREAS, in early 2007, the Erie County Comptroller informed the Erie County Legislature that the County will need to issue a Revenue Anticipation Note (RAN) during the last two quarters of 2007 for cash flow needs; and

WHEREAS, the Comptroller has kept in contact with the Legislature, issued an request for proposals for the RAN on May 7, 2007, and clocked a request for a RAN into the records of the Legislature on May 10, 2007; and

WHEREAS, the Erie County Fiscal Stability Authority came to the Finance and Management Committee meeting on May 24, 2007, and spoke about many issues but failed to discuss RAN borrowing; and

WHEREAS, on June 7, 2007, as the Erie County Legislature was poised to approve the RAN, the ECFSA requested that it be allowed to borrow on behalf of Erie County as it has the ability to borrow the money with less fees; and

WHEREAS, the ECFSA has not presented the County Legislature with any documents or written information to substantiate that they can borrow at a lower cost, and moreover, the Erie

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County Comptroller has informed the Legislature that there is no certainty that the ECFSA can borrow at a lower cost; and

WHEREAS, it is the responsibility of the Erie County Legislature to act prudently and in the best interest of the taxpayers of Erie County; as the RAN is needed to prevent a cash flow problem in the next 20 days, it is prudent to move forward with the borrowing as presented by the County Executive and Comptroller; and

WHEREAS, according to the authorizing language that created the ECFSA, the Erie County Legislature does not have the authority to unilaterally authorize the ECFSA to borrow on behalf of Erie County; and

WHEREAS, the Erie County Legislature wishes to foster a cooperative and mutually respectful relationship with the Erie County Fiscal Stability Authority and encourages all parties including the County Executive and Comptroller, to work cooperatively; and

WHEREAS, the Erie County Legislature has seriously considered the ECFSA's proposal to refinance County debt and in an effort to further this proposal passed, unanimously and with bipartisan support, Intro 8-7 on April 19, 2007, which requested an opinion from the New York State Comptroller's Office regarding the pros and cons of the refinancing proposal.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature urges all partners in government, along with the Erie County Fiscal Stability Authority, to act in the best interest of the people of Erie County; and be it further

RESOLVED, that the Erie County Legislature pledges to seriously consider and deliberate any cost savings that is presented to this body; and be it further

RESOLVED, the certified copies of this resolution be forwarded to the Erie County Fiscal Stability Authority, Erie County Executive, Erie County Comptroller, WNY State Legislative Delegation and Governor Eliot Spitzer.

MS. WHYTE moved to approve the item as amended. MS. LOCKLEAR seconded. MR. RANZENHOFER voted in the negative.

CARRIED. (12-1)

Item 48 – MS. WHYTE moved to discharge the FINANCE & MANAGEMENT COMMITTEE from further consideration of COMM. 10E-3. MR. KENNEDY seconded. MR. LOUGHRAN voted in the negative.

CARRIED.

RESOLUTION NO. 158

RE: 2007 RAN Resolution (COMM. 10E-3)

RESOLUTION NO. 158 -2007

RESOLUTION DELEGATING TO THE COUNTY COMPTROLLER THE POWERS TO AUTHORIZE THE ISSUANCE OF \$100,000,000 REVENUE ANTICIPATION NOTES OF THE COUNTY OF ERIE, NEW YORK, OR SO MUCH THEREOF AS MAY BE NECESSARY, IN ANTICIPATION OF THE RECEIPT OF CERTAIN REVENUES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007, AND TO PRESCRIBE THE TERMS, FORM AND CONTENTS, AND PROVIDE FOR THE SALE AND CREDIT ENHANCEMENT OF SUCH NOTES.

RESOLVED BY THE LEGISLATURE OF THE COUNTY OF ERIE, NEW YORK,
AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), the power to authorize the issuance of Revenue Anticipation Notes (herein called "Notes") of the County of Erie, in the State of New York (the "County" and "State", respectively), in the aggregate principal amount of not to exceed \$100,000,000, and any notes in renewal thereof, is hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 2. The Notes shall be issued in anticipation of the collection or receipt of revenues due to the County in the 2007 fiscal year from (i) State Social Services aid, (ii) Social Services aid from the United States government, and (iii) the collection or receipt of revenues due and payable to the County in the 2007 fiscal year from sales and compensating use taxes; and the proceeds of such Notes shall be used only for the purposes of paying the current expenses of the County for said fiscal year payable from the revenues in anticipation of which they are issued.

Section 3. The Notes shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the County, and the faith and credit of the County shall be pledged to the punctual payment of the principal of and interest on the Notes and, unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the County and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00, and 168.00 of the Law, inclusive, the powers to prescribe the terms, form and contents, and all other powers or duties pertaining or incidental to the sale and issuance of the Notes authorized pursuant hereto, or any renewals thereof, including the power to determine the respective amounts of Notes to be issued in anticipation of said respective revenues specified in Section 2 hereof, and the power to enter into agreements for credit enhancement for the Notes, are hereby delegated to the Comptroller, as chief fiscal officer of the County.

Section 5. This resolution shall take effect immediately.

MR. LOUGHRAN moved to send the item to committee for further consideration. MR. RANZENHOFER seconded.

CHAIRPERSON MARINELLI directed that a roll-call vote be taken.

AYES: RANZENHOFER and LOUGHRAN. NOES: MILLS, GRANT, IANNELLO, KENNEDY, KONST, KOZUB, LOCKLEAR, MARINELLI, MAZUR, REYNOLDS and WHYTE.
(AYES: 2; NOES: 11)

FAILED.

MS. WHYTE moved to approve the item. MR. MAZUR seconded.

CHAIRPERSON MARINELLI directed that a roll-call vote be taken:

AYES: MILLS, GRANT, IANNELLO, KENNEDY, KONST, KOZUB, LOCKLEAR, MARINELLI, MAZUR, REYNOLDS and WHYTE. NOES: RANZENHOFER and LOUGHRAN.
(AYES: 11; NOES: 2)

Item 49 – MS. WHYTE moved to discharge the COMMUNITY ENRICHMENT COMMITTEE from further consideration of COMM. 10E-6. MR. REYNOLDS seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 159

RE: Ground Lease for Student Housing at ECC South Campus (COMM. 10E-6)

WHEREAS, by near unanimous approval of both the ECC Board of Trustees and the Board of Directors of the ECC Foundation, student housing at the South Campus was recommended to move forward; and

WHEREAS, Student housing will provide many benefits to the local economy, as well as to the finances of ECC, without costing the taxpayers, county or College any additional funds; and

WHEREAS, those benefits include, but are not limited to, increased student enrollment and accompanying fees, improved student retention, increased chargebacks to other counties, generating additional out of state and international student tuition (currently twice the in-County rate), improved school spirit and pride in ECC and a potential reduction in taxes paid by municipalities whose students are choosing to go out of Erie County to attend another community college; and

WHEREAS, it is anticipated that the student housing project will be constructed and managed through the ECC Foundation (or its subsidiary corporation); A 501 c (3) not-for-profit corporation; and

WHEREAS, in order to proceed with the project planning, a long term ground lease from Erie County to the ECC Foundation, or a non-profit subsidiary thereof, is required; and

WHEREAS, the ECC Board of Trustees, as lead agency of a Generic Environmental Impact Statement prepared for the ECC Master Plan dated January 16, 2004, determined that the proposed action – the construction of five (5) three-story buildings (448 beds) on the above-described 5.7 acres will not have a significant adverse effect of the said environment; and

WHEREAS, this determination that the action will not have a significant effect on the environment is based upon information submitted by the applicant including the GEIS, and Environmental Assessment Form (EAF) comparisons made to the criteria listed in Section 617.7 of the State Environmental Quality Review of the New York State Department of Environmental Conservation Law; and

WHEREAS, the Erie Community College Board of Trustees, adopted the SEQR Negative Declaration on the twenty-eighth day of March in the year 2007.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature supports student housing being constructed at South Campus as ECC's initial student housing initiative; and be it further

RESOLVED, that the above described 5.7 acres parcel is not needed for public use; and be it further

RESOLVED, that the County Executive be and hereby is authorized to enter into a ground lease of said parcel, for a minimum term of thirty five years and a maximum term of forty-nine years, by and between Erie County and the Erie Community College Foundation, or a non-profit subsidiary thereof, subject to approval as to the form of the lease by the County Attorney, for the purpose of planning, constructing and managing student housing in the most cost efficient and effective manner; and be it further

RESOLVED, that certified copies of this resolution be forwarded to Erie Community College, Erie County Department of Public Works and Budget Office, Erie County Comptroller, Erie County Attorney, Erie Community College Foundation and the State University of New York (SUNY).

MS. WHYTE moved to amend the item with amendments A and B. MR. MAZUR seconded. MR. RANZENHOFER voted in the negative.

AMENDMENT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) dated as of the ___ day of May, 2007, by and between **ECC FOUNDATION STUDENT HOUSING CORPORATION**, a New York not-for-profit corporation with an address at 4196 Abbott Road, Orchard Park, New York 14127 (“Student Housing Corporation”) and the **COUNTY OF ERIE**, a municipality with an address at 95 Franklin Street, Buffalo, New York 14202 (“County”).

WITNESSETH:

WHEREAS, the Student Housing Corporation and the County (collectively, “Parties”) wish to set forth their mutual understanding with respect to the improvement, maintenance and operation of a parcel of land located on the south campus (“Campus”) of Erie Community College;

WHEREAS, the County has agreed to lease to the Student Housing Corporation the 5.7+ acres of vacant real property described on Schedule A attached hereto (“Premises”);

WHEREAS, the County owns the Premises in trust for the benefit of Erie Community College (the “College”); and

WHEREAS, the Student Housing Corporation has agreed that the Premises will be used exclusively for construction and operation of housing for students of the College;

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants contained herein, the parties agree as follows:

REPRESENTATIONS AND WARRANTIES

County’s Representations. The County represents and warrants to the Student Housing Corporation as follows:

Authority. The County has full power and authority to own, operate and lease its assets, including, without limitation, the Premises as presently owned, operated and leased and to carry on its business as now and heretofore conducted;

Authority Relative to Agreement. The execution, delivery and performance of this Agreement by the County has been duly and effectively authorized by all necessary action, and this Agreement constitutes a legal, valid and binding obligation of the County enforceable against it in accordance with its terms;

Title to Premises. The County has good and marketable title to the Premises in trust for the benefit of the College, subject to no mortgage, pledge, lien, judgment, conditional sale

agreement, security interest, encumbrance or other charge. The County has not granted a license or other right to any third party to use the Premises; and

Effect of Agreement. The execution, delivery and performance of this Agreement by the County and the consummation by it of the transactions contemplated hereby (i) does not require any filing with, or the consent, waiver, approval, license or authorization of, any person, government agency or public or regulatory authority; (ii) does not violate, with or without the giving of notice or the passage of time, any provision of law applicable to the County; (iii) does not conflict with or result in a breach of any contract, license, or other agreement or instrument, or any order, judgment, decree, statute, regulation or any other restriction of any kind or character, to which the County is a party or by which the County or the Premises may be bound; and (iv) does not result in the creation of any liability, lien, encumbrance, claim or other restriction upon the Premises.

Student Housing Corporation's Representations. The Student Housing Corporation represents and warrants to the County as follows:

Corporate. The Student Housing Corporation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of New York and has full power and authority to own, operate and lease its assets as presently owned, operated and leased and to carry on its business as now and heretofore conducted;

(a) Affiliate of the Foundation. The Student Housing Corporation is an affiliate of Erie Community College Foundation, Inc.

- (b) Authority Relative to Agreement. The execution, delivery and performance of this Agreement by the Student Housing Corporation, has been duly and effectively authorized by all necessary corporate action, and this Agreement constitutes a legal, valid and binding obligation of the Student Housing Corporation enforceable against it in accordance with its respective terms; and
- (c) Effect of Agreement. The execution, delivery and performance of this Agreement by the Student Housing Corporation and the consummation by it of the transactions contemplated hereby (i) does not require the consent, waiver, approval, license or authorization of any person or public authority; (ii) does not violate, with or without the giving of notice or the passage of time, any provision of law applicable to the Student Housing Corporation; (iii) does not conflict with or result in a breach of the Student Housing Corporation's Certificate of Incorporation or Bylaws or any mortgage, deed of trust, license, indenture or other agreement, or any order, judgment, decree, statute, regulation or any other restriction of any kind or character, to which the Student Housing Corporation is a party; and (iv) does not result in the creation of any lien, charge or encumbrance upon any of the property or assets of the Student Housing Corporation.

CONSTRUCTION AND OWNERSHIP OF STUDENT HOUSING

For a period of five (5) years from the date of this Agreement, the Student Housing Corporation shall have the right, at its sole cost and expense, to cause to be constructed on the Premises a student housing complex of approximately 450 beds for students of the College to be constructed on the Premises (the "Student Housing Complex"). At all times during the construction of the Student Housing Complex and the term of this Lease, the

Student Housing Complex shall be sole property of the Student Housing Corporation. In amplification and not in limitation of the foregoing, the County shall only acquire ownership of the Student Housing Complex if the Student Housing Corporation abandons ownership of the Student Housing Complex at the end of the term of this Lease. At the end of the term of this Lease, the Student Housing Corporation shall have the right, at its sole discretion, to either demolish or abandon the Student Housing Complex; provided, however, that (a) in the event the Student Housing Corporation elects to abandon the Student Housing Complex, the County shall have the right to require the demolition of the Student Housing Complex at the Student Housing Corporation's sole cost and expense, and (b) in the event the Student Housing Complex is demolished at the end of the term of this Lease, whether such demolition is done at the election of the Student Housing Corporation or the County, the Premises shall be restored by the Student Housing Corporation to the condition which existed at the inception of the term of this Lease. If by the fifth (5th) anniversary of the date of this Agreement, the Student Housing Corporation has failed to commence construction of the Student Housing Complex, the Student Housing Corporation's rights hereunder shall cease to be of any further force and effect.

The Parties acknowledge that to the extent the Student Housing Corporation proceeds with the construction of the Student Housing Complex, the Student Housing Corporation shall solely responsible for all costs, expenses, charges and liabilities associated therewith, and the County shall not have any control, oversight or other responsibility with respect to the ownership, construction or operation of the Student Housing Complex. Notwithstanding the foregoing, the County covenants and agrees that throughout the term of this Lease, the County shall, acting by and through the College and at no expense to the student housing

corporation, provide reasonable repair, maintenance and, if necessary, replacement of the access roads located at the Campus (including appropriate signage and traffic control devices) which serve the Student Housing Complex (other than those located on the Premises).

COVENANTS OF THE STUDENT HOUSING CORPORATION

Student Housing Corporation Corporate Status. The Student Housing Corporation shall at all times during the term of this Lease maintain its status in good standing as a not-for-profit corporation organized in the State of New York which is tax exempt in accordance with Section 501(c)(3) of the Internal Revenue Code. The Student Housing Corporation shall at all times during the term of this Lease remain an affiliate of Erie Community College Foundation, Inc.

Student Housing Corporation Board Member Selection. The Student Housing Corporation shall be governed by a Board of Directors selected without regard to race, creed, religion, gender, disability or national origin.

Use of the Premises. At all times during the term of this Lease, the Premises shall be used by the Student Housing Corporation for exclusive purpose of providing housing to students of the College, and for no other purpose.

LEASE

Premises. The County hereby leases to the Student Housing Corporation and the Student Housing Corporation hereby leases from the County, on the terms and conditions set forth herein, the Premises together with and including (a) the right to use, in connection with the

use of the Premises pursuant to this Lease, in common with the students, faculty, and administration and visitors at, of, or to the College any and all surrounding or adjoining paved driveways, sidewalks, rights-of-way and appurtenances, which shall give vehicular or pedestrian access to other areas of the College and to the public roads adjacent to the Campus and (b) to the right to use in common with the students, faculty, administration and visitors at, of or to the College the parking areas now or hereafter located on the Campus. Access across or through the Campus and use of the parking areas on the Campus shall be subject to the reasonable regulations of the College.

Term. The term of this Lease shall be for forty-nine (49) years and shall begin as of 12:00 a.m. on the day a final certificate of occupancy is issued for the Student Housing Complex and shall end at midnight on the last day of the day immediately preceding the forty-nine (49th) anniversary thereof, unless sooner terminated as herein provided in Article VIII.

Consideration. The County is leasing the Premises to the Student Housing Corporation in consideration of the Student Housing Corporation's agreement to construct and operate the Student Housing Complex in accordance with the terms of this Agreement. There shall be no other remuneration due to the County from the Student Housing Corporation hereunder with respect to the lease of the Premises. Prior to the commencement of construction of the Student Housing Complex, the Student Housing Corporation shall deliver proof to the County of financing or other funding sources sufficient to cover the initial cost of construction thereof.

Taxes. The County represents and warrants that the Premises are currently exempt from all real property taxes and ad valorem assessments. To the extent permitted under the terms

hereof, in the event that the Student Housing Corporation changes the current use of the Premises, the Student Housing Corporation makes any improvements to the Premises which would not be eligible for this exemption or the Student Housing Corporation loses its tax exempt status, the Student Housing Corporation shall pay all real property taxes and assessments relating to the Premises resulting from the actions of the Student Housing Corporation.

Use. The Student Housing Corporation shall use and occupy the Premises for the exclusive purpose of providing housing to the students of the College.

Compliance with Laws. The Student Housing Corporation shall fully comply with all federal, state and local laws, statutes, orders and regulations, including, without limitation, all environmental laws, all health and safety laws, the Social Security Act, and all regulations promulgated by the U.S. Department of Health & Human Services, the New York State Department of Health, the U.S. Environmental Protection Agency and the New York State Department of Environmental Conservation which are applicable to the Premises, and Erie County Local Law No. 2-2006.

Section 1.02 As Is; Where Is. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT THE COUNTY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE STUDENT HOUSING CORPORATION

ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE PREMISES 'AS IS, WHERE IS, WITH ALL FAULTS.' EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE STUDENT HOUSING CORPORATION HAS NOT RELIED AND WILL NOT RELY ON, AND THE COUNTY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO, UNLESS SPECIFICALLY SET FORTH IN THIS LEASE.

MORTGAGE, ASSIGNMENT AND SUBLETTING.

The Student Housing Corporation shall have the right, with the prior written consent of the County (which consent shall not be unreasonably withheld, conditioned or delayed), to mortgage such its interest under the Lease or in the Premises (such mortgage being hereinafter referred to as a "Leasehold Mortgage") to any institutional lender, any municipal bond insurer, any corporate trustee representing the holders of any bonds issued with respect to the Student Housing Complex (collectively "Bondholders") or any Bondholders authorized to hold leasehold mortgages in the State of New York (each such party being hereinafter referred to as a "Leasehold Mortgagee"), subject, however, to the terms and conditions of this Article V. The terms of any Leasehold Mortgage shall be subject to the approval of the County, such approval not to be unreasonably withheld, conditioned or delayed. Upon succeeding to interests of the Student Housing Corporation hereunder, a Leasehold Mortgage shall assume, subject to the terms and conditions of this Lease, all duties and obligations of the Student Housing Corporation arising hereunder from and after the date on of such succession.

If at any time the Student Housing Corporation shall grant a Leasehold Mortgage and the Leasehold Mortgagee shall forward to the County a duplicate original of said mortgage in proper form for recording, or a copy of said mortgage certified as a true copy by the Office of the Clerk of Erie County, together with a written notice setting forth the name and address of said Leasehold Mortgagee, then, until the time that such Leasehold Mortgage shall be satisfied of record, the following provisions of this Section 5.02 apply:

When giving notice to the Student Housing Corporation with respect to any notice required or desired under the provisions of this Lease or of termination of this Lease, the County will also serve a copy of such notice upon each Leasehold Mortgagee. No such notice shall be deemed to have been effectively given unless a copy of such notice has been so given to each Leasehold Mortgagee and, if a notice of default, unless such notice shall specify the nature of each such default.

Each Leasehold Mortgagee, upon receipt of the notice referred to in Section 5.02(a) shall have, in addition to any period of grace extended to the Student Housing Corporation under the terms and conditions of this Lease, an additional period of thirty (30) days for remedying the default or causing the same to be remedied or commencing the remedying of any such default with diligence and continuity provided it shall continue thereafter to remedy the same with due diligence.

Upon the happening of any default and receipt of notice thereof from the County, the Student Housing Corporation will notify each Leasehold Mortgagee promptly of such happening and shall state in said notice what action has been or will be taken by the Student Housing Corporation to remedy such default.

In case the Student Housing Corporation shall default under any of the provisions of this Lease, each Leasehold Mortgagee shall have the right, at its election prior to completion of foreclosure, or acceptance of an assignment in lieu thereof, to remedy such default whether the same consists of the failure to pay any monetary amount due hereunder or the failure to perform any other matter or thing which the Student Housing Corporation is hereby required to do or perform. The County shall accept such performance on the part of each such Leasehold Mortgagee as though the same had been done or performed by the Student Housing Corporation.

Each Leasehold Mortgage shall be specifically subject and subordinate to the County's and the Student Housing Corporation's rights under the Lease, except as the exercise of such rights may be limited by this Section. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon the Student Housing Corporation's interest in this Lease or upon the lien of any Leasehold Mortgage the superiority of any lien or encumbrance (including, without limitation, the lien of any fee mortgage, leasehold mortgage, judgment or tax) created directly or indirectly by, through or against the County, the Student Housing Corporation or the County's or the Student Housing Corporation's interest in this Lease or the Premises.

In the case of any Event of Default, the County will take no action to effect a termination of the Term by the service of a Termination Notice provided for in Article VIII hereof by reason of any such Event of Default without first giving to each Leasehold Mortgagee reasonable time within which either (i) to obtain possession of the Premises (including possession by a receiver) and cure such default (in the case of a default which is susceptible of being cured only when such Leasehold Mortgagee has obtained possession); or (ii) to institute foreclosure

proceedings and complete such foreclosure or otherwise acquire the interest of the Student Housing Corporation under the Lease with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the Leasehold Mortgagee pays to the County, within sixty (60) days of receiving notice of such Event of Default, all monetary obligations of the Student Housing Corporation known to such Leasehold Mortgagee to be then due; but further provided that such Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a second notice shall be cured, and further provided, that nothing herein shall preclude the County from exercising any rights or remedies under this Lease with respect to any other default by the Student Housing Corporation during any period of such forbearance, subject again to the rights of each Leasehold Mortgagee under this Section. If any Leasehold Mortgagee elects to remedy any Event of Default under this Section, it shall only be obligated to attempt to cure those Events of Default which are curable by a third party and all other Events of Default, such as bankruptcy of the Student Housing Corporation, which cannot be cured shall be deemed suspended and shall, if such Leasehold Mortgagee pays all unpaid monetary obligations of the Student Housing Corporation due hereunder and cures all other curable Events of Default as permitted in this Section, or acquires a new lease as hereinafter provided, be deemed of no effect, as if they had never occurred. Notwithstanding any other provision of this Lease, or any provision of any assignment of this Lease, or of any subletting of all or any portion of the Premises (any such sublease being hereinafter referred to as a "Sublease"), the County reserves the right to approve (such approval not to be unreasonably withheld, conditioned or delayed) any sublessee, or any party which succeeds to the interest of the Student Housing Corporation in the Premises by reason of a foreclosure, by reason of

a cure of any Event of Default or by reason of any other means, to ensure that the Premises are used for the exclusive purpose of developing, constructing and operating student housing.

In the event of termination of this Lease or of any succeeding lease made pursuant to the following provisions of this Section 5.02(e) prior to its stated expiration date, and provided that a Leasehold Mortgagee shall have paid or caused to be paid all unpaid monetary obligations of the Student Housing Corporation due hereunder known to such Leasehold Mortgagee to be then due and owing and the new lessee agrees, subject to all terms and provisions of the Lease, to commence and diligently proceed to cure all other defaults which are capable of being cured by it, the County will enter into a new lease of the Premises with such Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, with its designee, or by or on behalf of the holder of the note secured by the Leasehold Mortgage held by such Leasehold Mortgagee, for the remainder of the Term, with the same priority as the terminated lease, effective as of the date of such termination, upon the covenants, agreements, terms, provisions and limitations herein contained, provided that such party makes written request and executes, acknowledges and delivers to the County such new lease within sixty (60) days from receiving notice of the date of such termination. In addition, immediately upon execution by the County of such new lease as provided in this Section 5.02(e), the County shall be deemed to have executed, acknowledged and delivered to the Leasehold Mortgagee an assignment of all subleases covering the Premises which theretofore may have been assigned and transferred to the County and all subleases under which subtenants shall be required to attorn to the County pursuant to the terms and conditions of such subleases or this Lease. Such assignment by the County shall be deemed to be without recourse as against the County. Within ten (10) days after a written request therefor by the

Leasehold Mortgagee, such assignment or assignments shall be reduced to a writing in recordable form and executed, acknowledged and delivered by the County to the Leasehold Mortgagee.

If any Leasehold Mortgagee or its designee or any purchaser at a foreclosure sale shall become the legal owner or holder of this Lease by foreclosure, by assignment of this Lease in lieu of foreclosure or otherwise, such Leasehold Mortgagee, designee or purchaser, as the case may be, shall immediately become and remain liable under this Lease as provided in Section 5.02(h) hereof.

In the event that any Leasehold Mortgagee or its designee or any purchaser at a foreclosure sale shall become the owner or holder of this Lease by foreclosure, by assignment of this Lease in lieu of foreclosure or otherwise, the term the "Student Housing Corporation", as used in this Lease, means only the owner or holder of the Student Housing Corporation's interest for the time being so that, in the event of a sale, assignment or other disposition of the Student Housing Corporation's interest in this Lease by such party, such party shall be and hereby is entirely free and relieved of all covenants and obligations of the Student Housing Corporation hereunder except for obligations accrued to the date of assignment by foreclosure or assignment of this Lease in lieu thereof. It shall be deemed and construed, without further agreement between the County and any such party that said purchaser or assignee of the Student Housing Corporation's interest has assumed and agreed to carry out any and all covenants and obligations of the Student Housing Corporation hereunder accruing during the period of its ownership.

Within twenty (20) days after request therefor by the Student Housing Corporation or by any Leasehold Mortgagee, the County agrees to deliver in recordable form a certificate to any proposed Leasehold Mortgagee, designee, purchaser, assignee, sublessee or to the Student Housing Corporation, certifying (if such be the case) (i) the amount of any monetary obligations of the Student Housing Corporation due or accrued hereunder, if any, and the date to which said monetary obligations have been paid; (ii) that this Lease is in full force and effect; (iii) that the County has no knowledge of any default under this Lease, or if any default exists, specifying the nature of the default; and (iv) that there are not defenses or offsets which may be asserted by the County against the Student Housing Corporation in respect of the County's obligations pursuant to this Lease.

So long as the interest of the Student Housing Corporation's interest in the Premises shall be mortgaged to a Leasehold Mortgagee, the parties hereto jointly and severally agree for the benefit of such Leasehold Mortgagee, that they shall not surrender or accept a surrender or voluntary termination of this Lease or any part thereof, nor shall they hereafter cancel, abridge, amend or otherwise modify this Lease or accept prepayments of monetary obligations of the Student Housing Corporation to become due hereunder without the prior written consent of each such Leasehold Mortgagee in each instance and that any attempt to do so shall be void and of no effect.

Reference in this Lease to acquisition of the interest of the Student Housing Corporation's interest in the Lease or the Premises by any Leasehold Mortgagee or its designee shall be deemed to refer, where circumstances require, to acquisition of such interest by any purchaser at a sale on foreclosure of the Leasehold Mortgage or by assignment in lieu of foreclosure and

provisions applicable to the Leasehold Mortgagee or its designee in such instance or instances shall also be applicable to any such purchaser and successor owners.

So long as the interest of the Student Housing Corporation's in the Lease or the Premises shall be mortgaged to a Leasehold Mortgagee, the parties hereto jointly and severally agree for the benefit of such Leasehold Mortgagee that (a) the County shall not sell, encumber, pledge, grant or convey to the Student Housing Corporation all or any portion of the County's fee simple title to the Premises without the prior written consent of such Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed or (b) the Student Housing Corporation shall not sell, encumber, pledge, grant or convey to the County all or any portion of the Student Housing Corporation's leasehold interest in to the Premises without the prior written consent of such Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any such sale, encumbrance, pledge, grant or conveyance, the County and the Student Housing Corporation agree that no such sale, encumbrance, pledge, grant or conveyance shall create a merger of this Lease into the fee simple title to the Premises. This Section 5.02(1) shall not be construed to prevent a sale, encumbrance or pledge, grant or conveyance of the County's fee simple title by the County to any person, firm or corporation other than the Student Housing Corporation, its successors, legal representatives and assigns.

In the event a Leasehold Mortgagee assigns its rights under a Leasehold Mortgage, reference in this Lease to a Leasehold Mortgagee shall be deemed to refer to any assignee of a Leasehold Mortgagee, provided that such assignee shall forward to the County a duplicate original of the assignment of said Leasehold Mortgage, in form proper for recording or a copy of such

assignment, certified as a true copy by the Office of the Clerk of Erie County, New York, together with a written notice setting forth the name and address of said assignee.

In the event that Student Housing Corporation shall mortgage its Leasehold interest in the Premises, it is specifically understood and agreed that the County shall not be required to subordinate or subject the County's interest in the fee simple title to the Premises to any Leasehold Mortgage contemplated by Article V hereof. It is further understood and agreed that during the Term (including the term of any new lease granted pursuant to Article V) the County will not place or permit to remain on the Premises any mortgage on the fee simple of the Premises or the rents or profits thereof Any such fee or leasehold mortgage shall be void and of no force and effect.

Without the County's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, the Student Housing Corporation shall not enter into any sublease, or assign this Lease. Each such agreement shall in all cases contain provisions expressly making the sublease or assignment subject to this Lease, and further providing that any sublease, or assignment shall not be amended and no modification or waiver of any of its provisions shall be valid unless in writing signed by the parties thereto and subject to the prior approval of the County, and further providing that the exclusive purpose of such agreement shall be for the development, construction or operation of the Student Housing Complex. Notwithstanding the foregoing, the Student Housing Corporation shall have the right in conjunction with the Student Housing Complex without the County's consent to: (a) sublease all or any portion of the Student Housing Complex to a public housing authority, industrial development agency or other qualified issuer of federally tax exempt bonds, (b)

sub-sublease back all or any portion of the Student Housing Complex, and (c) sub-sublet or otherwise make available for use individual units in the Student Housing Complex.

Except as otherwise provided in Section 5.04, neither the Student Housing Corporation, nor any sublessee or assignee of the Student Housing Corporation shall sell, assign, sublease, or otherwise transfer or convey its leasehold interest or all or substantially all of the Premises to any other party (other than on the foreclosure of a Leasehold Mortgage or an assignment in lieu thereof), without the express written approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

The County acknowledges and agrees the Student Housing Corporation may enter into a commercially reasonable agreement with a third-party with respect to the operation and management of the Student Housing Complex and such agreement shall not constitute an assignment or subletting within the meaning of this Article V requiring consent of the County.

DEFAULT

Default by the Student Housing Corporation. Any of the following events shall constitute a breach of, and a default under this Agreement by the Student Housing Corporation (an "Event of Default"): (a) if the Student Housing Corporation fails or refuses to perform, observe or comply with any term, covenant or condition of this Lease within sixty (60) days after written notice from the County; (b) if the Student Housing Corporation shall make an assignment for the benefit of its creditors; (c) if any bankruptcy, dissolution, reorganization, composition, extension, arrangement or insolvency proceedings shall be commenced by or against the Student Housing Corporation; (d) if the Student Housing

Corporation's interest in this Lease, the Premises or the Student Housing Corporation is encumbered in any material respect or taken by attachment, lien, execution or other legal process; or (e) if any receiver or trustee shall be appointed for the Student Housing Corporation's property.

Remedies of the County. Upon or at any time after the happening and during the continuation of any one or more of the events listed in Section 6.01, the Student Housing Corporation shall be in default under this Agreement and the County may terminate this Agreement in accordance with Article VII.

Section 1.03 Self-help. Notwithstanding anything to the contrary contained herein, if the Student Housing Corporation fails to pay any sum of money required to be paid by it hereunder or fails to perform any other act on its part to be performed hereunder, and such failure continues beyond any applicable grace period set forth in this Lease, then in addition to any other remedies provided for herein the County may, but shall not be obligated so to do, without waiving or releasing the Student Housing Corporation from any obligations hereunder, make such payment or perform any such other act on behalf of the Student Housing Corporation and any sums incurred by the County in effecting such cure shall be repaid to the County within 30 days after written demand therefor.

MAINTENANCE AND OPERATION OF PREMISES

Student Housing Corporation's Rights and Obligations.

Operation and Management of Premises. The Student Housing Corporation shall perform daily and routine maintenance and repair (both capital and non-capital) necessary to maintain the

Premises and, if constructed, the Student Housing Complex in a clean and safe condition suitable for use by the Student Housing Corporation in a manner consistent with its intended purpose. The Student Housing Corporation shall be solely responsible for the operation and management of the Premises and, if constructed, the Student Housing Complex, in a manner consistent with other similar facilities.

Management and Staff Personnel. All management and staff personnel for the operation of the Premises shall be employees of the Student Housing Corporation, or if the Student Housing Corporation shall enter into an agreement with a third-party for the operation of the Student Housing Complex, employees of such third party. All such management and staff personnel shall be hired without regard to race, creed, religion, gender, disability or national origin. Other than the limitation in the preceding sentence, the Student Housing Corporation, and, if the Student Housing Corporation shall enter into an agreement with a third-party for the operation of the Student Housing Complex, such third party, shall have the exclusive right, exercisable in its or their sole discretion subject to the terms and conditions of this Lease, to make employment decisions with respect to the size, composition and organization of all management and staff personnel including, without limitation, salary and benefits.

Contributions. The Student Housing Corporation shall use its commercially reasonable efforts to seek contributions and grants from other governmental sources, foundations, corporations and individuals to support the operations of the Premises and, if constructed, the Student Housing Complex. The Student Housing Corporation shall have the right to name the entire Student Housing Complex or any portion thereof in recognition of financial contributions or grants to the Student Housing Corporation or the Student Housing Complex. All naming rights, and admission revenue earned from operation of the Student Housing Complex by the

Student Housing Corporation shall be used exclusively for the operation, repair, maintenance and improvement of the Premises.

Insurance. The Student Housing Corporation shall, at all times during the term of this Agreement, maintain comprehensive liability in an amount not less than \$1,000,000, automobile liability in an amount not less than \$1,000,000 and excess liability insurance in an amount not less than \$2,000,000 and naming the County as an additional insured party on such insurance policies. Certificates, in the form typically required of parties contracting with the County with respect to affairs of the College, evidencing such insurance coverage shall be delivered to the County Attorney at the inception of the term of this Lease and from time to time thereafter upon the expiration thereof.

Student Housing Corporation's Indemnification. The Student Housing Corporation shall indemnify, defend and hold harmless the County and the College from all claims, lawsuits, costs, damages or injuries to persons or property, including, without limitation (1) those relating to pollution, hazardous waste and materials, and other conditions of the Premises attributable to the operation or improvement of the Premises by the Student Housing Corporation; and (2) those arising out of the contractual duties and responsibilities of the Student Housing Corporation, except to the extent that such liability is attributable to the acts, omission, or negligence of the County or the College or their officers, employees, agents or contractors.

Quiet Enjoyment. The Student Housing Corporation shall at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Premises.

TERMINATION

Termination.

This Agreement may be terminated prior to the expiration of the term hereof upon the occurrence of an Event of Default.

- (a) Upon the expiration, or earlier termination of this Agreement as described in subsection (a) of this Section 8.01, the Student Housing Corporation shall convey to the County good and marketable leasehold title, free and clear of all liens, liabilities, security interests, encumbrances, licenses, claims and other restrictions, in and to the Premises. At the end of the term of this Lease, the Student Housing Corporation shall have the right, at its sole discretion, to either demolish or abandon the Student Housing Complex; provided, however, that (a) in the event the Student Housing Corporation elects to abandon the Student Housing Complex, the County shall have the right to require the demolition of the Student Housing Complex at the Student Housing Corporation's sole cost and expense, and (b) in the event the Student Housing Complex is demolished at the end of the term of this Lease, whether such demolition is done at the election of the Student Housing Corporation or the County, the Premises shall be restored by the Student Housing Corporation to the condition which existed at the inception of the term of this Lease.

MISCELLANEOUS

Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

Memorandum of Lease. The Parties shall execute and cause to be recorded in the Erie County Clerk's Office a Memorandum of Lease that reflects the terms hereof.

Modifications. Any amendment, change or modification of this Agreement shall be void unless in writing and signed by the Parties hereto.

Expenses. The Parties shall each bear, respectively, the costs and expenses incurred by them or on their behalf in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby

No Assumption of Liabilities. Except as expressly provided in this Agreement, neither Party shall assume any liability or obligation of the other Party of any nature, whether accrued, absolute, contingent or otherwise.

Survival. The representations, warranties, covenants, agreements and obligations of the Parties set forth in this Agreement shall survive the termination hereof.

Governing Law. This Agreement shall be governed, construed and enforced in accordance with New York law without regard to principles of conflicts of law.

Further Assurances. From time to time after the closing of the transactions contemplated herein, the County will execute all such instruments and take all such actions as the Student Housing Corporation shall reasonably request in order to confirm the Student Housing Corporation's right to occupy and use the Premises.

Notices. All notices under this Lease shall be in writing and shall be sent by certified or registered mail, return receipt requested, Federal Express, UPS or similar private overnight carrier, addressed to the party for which such notice is intended, at such party's address set forth below or at such other address as may be provided by such party to the other parties by notice complying with this Section. All notices sent pursuant to this Section shall be

deemed effective on the date of delivery to the overnight carrier or on the third day following deposit in the mail, as the case may be, addressed as follows:

If to the County:

County of Erie
95 Franklin Street
Buffalo, New York 14202
Attention: County Attorney

With a copy at the same time and in the same manner to
Erie Community College

Buffalo, NY 14201
Attention: President

If to the Student Housing Corporation:

ECC Foundation Student Housing Corporation
4196 Abbott Road
Orchard Park, New York 14127
Attention: Executive Director

With a copy at the same time and in the same manner to:

Hodgson Russ LLP
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Terrence M. Gilbride, Esq.

Section 1.04 Utility Easements. The County, at the request and expense of the Student Housing Corporation, covenants and agrees promptly to join with Tenant in the execution of such instruments, in recordable form, as Tenant may request for using and granting easements and rights of way in, on, under and over the balance of the College campus for public and other utilities, including, without limitation thereof, gas, telephone, water, sewage, power, drainage and electricity, and for the maintenance and repair thereof,

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provided that such easements and rights of way do not unreasonably interfere with the operations of the College then located thereon.

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Agreement as of the date first written above.

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Laurence Rubin, County Attorney

, Commissioner

ERIE COUNTY

By:_____

ECC FOUNDATION STUDENT HOUSING CORPORATION

By:_____

Further Amendment #B to 10E-6

The resolution is further amended by adding the following:
Delete in Section 7.01 item (a) and replacing it with the following and replacing the first sentence in item (b).

Resolved, that the Lease shall include the following

Operation and Management of Premises. The Student Housing Corporation shall Contract with the County or the College to provide:

- (a) All operational services regarding the performance of daily, routine maintenance and preventative maintenance to maintain the Student Housing Complex and the Premises after construction, which shall to be performed exclusively by American Federation of State County and Municipal bargaining unit employees (AFSCME). The tasks associated with supervision of the operational services performed by AFSCME, oversight of contractors in the maintenance of the premises shall be performed exclusively by employees in the Civil Service Employees Association (CSEA) bargaining unit employees; and
- (b) All clerical functions associated with routine and daily computer, typing, and data input tasks for the operation of the Student Housing Complex after construction, which shall be performed exclusively by CSEA bargaining unit employees.

As necessary to maintain and operate the Student Housing Complex in a clean safe condition suitable for use by the Student Housing Corporation in a manner consistent with its intended purpose. The Student Housing Corporation shall be solely responsible for the operation and management of the Premises and, if constructed, the Student Housing Complex, in a manner consistent with other similar facilities.

All management and staff personnel for the management of the Premises shall be employees of the Student housing Corporation or of such third party as the Student Housing Corporation may contract with. . For the purpose of the Lease, management shall mean any function position or jobs duties which are not currently represented under collective bargaining agreements with the County or the College.

MS. WHYTE moved to approve the item as amended. MS. IANNELLO seconded.

CARRIED UNANIMOUSLY.

SUSPENSION OF THE RULES

Item 50 – MS. WHYTE presented moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 11E-29 from MILLER-WILLIAMS re: Absence from June 7th Session

Received, Filed and Printed.

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Robert Graber
Clerk, Erie County Legislature
92 Franklin Street
4th Floor
Buffalo, New York 14202

RE: ABSENCE FROM JUNE 7th SESSION

Dear Mr. Graber:

As you may know, I am a member of the United States Army Reserve and during the week of June 4th, 2007 I will be in Fort Dix, New Jersey to participate in mandatory training. Thus, I will not be able to attend the June 7, 2007 Legislative Session.

Thank you for your attention in this matter.

Sincerely Yours,

Barbara Miller-Williams
Third District Legislator

Item 51 - MS. WHYTE presented moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 11D-10 from the COUNTY ATTORNEY Re: Amendment to Laws of 1982
Chapter 828

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 52 - MS. WHYTE presented moved for a Suspension of the Rules to include an item not on the agenda.

MS. RANZENHOFER objected.

GRANTED. (12-1)

COMM. 11E-30 from the COUNTY EXECUTIVE Re: Inter-Municipal Agreement with the
Town of Cheektowaga – Debris Removal

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 53 - MS. WHYTE presented moved for a Suspension of the Rules to include an item not on the agenda.

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GRANTED.

COMM. 11M-18 from the CHEEKTOWAGA TOWN BOARD Re: Certified Resolution Re: Authorize Supervisor to Execute Agreement of Cooperation with Erie County

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE

Item 54 - MS. WHYTE presented moved for a Suspension of the Rules to include an item not on the agenda.

GRANTED.

COMM. 11M-19 from the ERIE COUNTY FISCAL STABILITY AUTHORITY Re: Copy of Letter to Marinelli Re: RAN Borrowing

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

COMMUNICATIONS FROM ELECTED OFFICIALS

FROM THE COMPTROLLER

Item 55 – (COMM. 11E-1) Audit of the Collection Procedures for the Erie County Hotel Occupancy Tax for the Period 2/28/06 - 2/28/07

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

FROM LEGISLATOR MILLS

Item 56 – (COMM. 11E-2) Appointment to the Government Affairs Committee

Received, Filed and Printed.

May 23, 2007

Honorable Lynn M. Marinelli
Erie County Legislature, Chairwoman
92 Franklin Street – Fourth Floor
Buffalo, New York 14202

Chairwoman Marinelli:

At our last session Legislator Weinstein informed the Legislature, in writing, that he is no longer able to serve as the Minority Caucus representative on the Government Affairs Committee. I am writing to inform you, and the Legislature, that I will be replacing Dr. Weinstein on the Government Affairs Committee.

If you have any questions or concerns regarding this matter, please contact me. Thank you.

Sincerely,

John J. Mills
 Minority Leader

FROM THE COUNTY EXECUTIVE

Item 57 – (COMM. 11E-3) Local Law in Relation to Support of the Arts and Cultural Resources of Erie County

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

FROM THE COMPTROLLER

Item 58 – (COMM. 11E-4) Investment Report for FY Ended 12/31/06

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM LEGISLATOR MARINELLI

Item 59 – (COMM. 11E-5) 2007 Committee Assignments (Revised 3/31/07)

Received, Filed and Printed.

2007 Committee Assignments
Revised May 31, 2007

Community Enrichment

Chairperson: Michele M. Iannello
Vice-Chairperson: Betty Jean Grant
Members: Thomas A. Loughran
 Michael H. Ranzenhofer
Clerk: Jeremy Rosen

Economic Development

Chairperson: Timothy M. Kennedy
Vice-Chairperson: Kathy Konst
Members: Robert B. Reynolds, Jr.
 John J. Mills
Clerk: Geoffrey M. Szymanski

Energy & Environment

Chairperson: Thomas A. Loughran
Vice-Chairperson: Daniel M. Kozub
Members: Maria R. Whyte
 John J. Mills
Clerk: Paul Tarapacki

Finance & Management

Chairperson: Robert B. Reynolds, Jr.
Vice-Chairperson: Maria R. Whyte
Members: Kathy Konst
 John J. Mills
Clerk: John C. Davis

Government Affairs

Chairperson: Maria R. Whyte

Health

Chairperson: Cynthia A. Locklear

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Vice-Chairperson: Cynthia E. Locklear
Members: Timothy M. Kennedy
John J. Mills
Clerk: Geoffrey M. Szymanski

Vice-Chairperson: Thomas J. Mazur
Members: Betty Jean Grant
Dr. Barry A. Weinstein
Clerk: Paul Henderson

Human Services

Chairperson: Thomas J. Mazur
Vice-Chairperson: Michele M. Iannello
Members: Barbara Miller-Williams
Michael H. Ranzenhofer
Clerk: Paul Henderson

Personnel

Chairperson: Kathy Konst
Vice-Chairperson: Barbara Miller-Williams
Members: Daniel M. Kozub
John J. Mills
Clerk: John Calvin Davis

Public Safety

Chairperson: Daniel M. Kozub
Vice-Chairperson: Timothy M. Kennedy
Members: Michele M. Iannello
John J. Mills
Clerk: Jeremy Rosen

FROM THE COMPTROLLER

Item 60 – (COMM. 11E-6) Audited Financial Statements for ECC For FY Ended 8/31/07

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

Item 61 – (COMM. 11E-7) IRS Policy on Mobile Telephones for Employees

Received and referred to the PERSONNEL COMMITTEE.

FROM THE COUNTY EXECUTIVE

Item 62 – (COMM. 11E-8) ECC Budget

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

FROM THE DISTRICT ATTORNEY

Item 63 – MS. WHYTE presented the following resolution and moved for immediate consideration and approval. MR. KENNEDY seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 160

RE: DA's Office - Asset Forfeiture
Appropriations (COMM. 11E-9)

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WHEREAS, it is necessary to transfer funds from the Erie County District Attorney's Asset Forfeiture Trust Fund prior to their being expended; and

WHEREAS, said funds are required to be expended for law enforcement and prosecutorial efforts as Federal guidelines dictate; and

WHEREAS, vehicles are used by the District Attorney's Office for investigative, surveillance and prosecutorial purposes on a daily basis; however, many of the vehicles currently maintained by said office have mileage exceeding 100,000 miles, have received numerous repairs and are simply no longer safe to drive; and

WHEREAS, surveillance vehicles need to remain as inconspicuous as possible; and

WHEREAS, a savings will be realized by purchasing used vehicles rather than new vehicles and there will be no impact on county tax dollars.

NOW, THEREFORE, BE IT

RESOLVED, that \$27,000.00 in available balances in the Erie County District Attorney's Assets Forfeiture Trust Fund are hereby transferred to the District Attorney's Assets Forfeiture Program, Funded Program "SAFDA"; and be it further

RESOLVED, that the following budgetary transactions are hereby authorized to provide funding for investigative, surveillance and prosecutorial purposes to benefit the District Attorney's Office:

DISTRICT ATTORNEY ASSET FORFEITURE PROGRAM
BUSINESS AREA: 114
COST CENTER: 1140010
FUNDED PROGRAM / WBS ELEMENT: SAFDA

<u>Revenue</u>		<u>Increase</u>
421550	Forfeiture Crime Proceeds	<u>\$ 27,000</u>
	Total Revenue	<u>\$ 27,000</u>
<u>Appropriation</u>		
561440	Motor Vehicles	<u>\$ 27,000</u>
	Total Appropriations	<u>\$ 27,000</u>

RESOLVED, that the District Attorney's Office is hereby authorized to purchase three used vehicles from Briarwood Motors, 65 Center Road, West Seneca, NY 14224 out of Fund 110, Fund Center 11400, Account 561440-Motor Vehicles; and be it further

RESOLVED, the vehicles to be purchased are:

- 2006 FORD Taurus SE Sedan, 24,807 miles, not to exceed \$11,420

- 2006 FORD Taurus SE Sedan, 22,684 miles, not to exceed \$11,320
- 2007 FORD Taurus SE Sedan, 15,589 miles, not to exceed \$12,330

RESOLVED, that certified copies of this resolution be forwarded to the Erie County District Attorney, the Erie County Executive, the Erie County Comptroller, Erie County Purchasing and the Director of Budget, Management and Finance.

FROM THE COUNTY EXECUTIVE

Item 64 – (COMM. 11E-10) DPW - Como Lake Park - Proposed Recreational Facilities Feasibility Study

Item 65 – (COMM. 11E-11) DPW - Roof Repair - Emergency Response Services - All County-Owned Buildings, Contract Allowance Increase

Item 66 – (COMM. 11E-12) DPW - Award of the Shared Municipal Services - Incentive Grant Program - Expansion of Utility Aggregate

Item 67 – (COMM. 11E-13) DPW - Dunn Tire Park - Buffalo Bisons - 2007 Season Work

The above four items were received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 68 – (COMM. 11E-14) Budget Revision – DEP

Received and referred to the PERSONNEL COMMITTEE.

Item 69 – (COMM. 11E-15) Social Services - Disproportionate Minority Placement RFP

Item 70 – (COMM. 11E-16) Social Services - Employee Education & Training

Item 71 – (COMM. 11E-17) Non-Residential Domestic Violence Contracts

The above three items were received and referred to the HUMAN SERVICES COMMITTEE.

Item 72 – (COMM. 11E-18) Authorization to Enter Into Agreement for Construction of Disc Golf Course to Accept Gift

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 73 – (COMM. 11E-19) Senior Services - Authorization to Establish the AAA Transportation Grant and to Amend the LTCIEOP, HIICAP and CSE Grant Budgets

Received and referred to the HUMAN SERVICES COMMITTEE.

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Item 74 – (COMM. 11E-20) ECSD No. 3 - Town of Hamburg - Proposed Agreement

Item 75 – (COMM. 11E-21) ECSD No. 6 - Buffalo Sewer Authority - Proposed Agreement

The above two items were received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 76 – (COMM. 11E-22) DPW - Environmental Engineering Services - Asbestos & Environmental Testing

Item 77 – (COMM. 11E-23) PILOT Agreement for North Street Y Apartments

The above two items were received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 78 – (COMM. 11E-24) Erie County Sewer District Nos. 1, 2, 4, 5 & 6 - Engineer Term Agreement - Work Order: GPI-10

Item 79 – (COMM. 11E-25) DEP - Sewerage Management - Engineer Term Agreement - Work Order: MPI-6

The above two items were received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 80 – (COMM. 11E-26) DEP - Variable Management

Received and filed.

Item 81 – (COMM. 11E-27) Lease of Space on Cell Tower at ECC South Campus

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

Item 82 – (COMM. 11E-28) Sewerage Management - Personnel Request

Received and filed.

COMMUNICATIONS FROM THE DEPARTMENTS

FROM THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY

Item 83 – (COMM. 11D-1) Proposed Agenda for Meeting Held 5/17/07

Received and filed.

FROM THE DEPARTMENT OF SOCIAL SERVICES

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Item 84 – (COMM. 11D-2) Summary Update of the Four (4) Year Plan Provided by DSS
 Received and referred to the HUMAN SERVICES COMMITTEE.

FROM BUDGET, MANAGEMENT & FINANCE

Item 85 – (COMM. 11D-3) 2007 Erie County Budget - Adopted as Amended 12/11/06
 Received and filed.

FROM THE COUNTY ATTORNEY

Item 86 – (COMM. 11D-4) Transmittal of New Claims Against Erie County
 Received and referred to the GOVERNMENT AFFAIRS COMMITTEE.

FROM THE DIRECTOR OF REAL PROPERTY TAX SERVICES

Item 87 – (COMM. 11D-5) Konst Legislative District Office Lease
 Received and filed.

FROM THE COUNTY ATTORNEY

Item 88 – (COMM. 11D-6) LL No. 3-2007 - Providing for the Lease of New School 84 to
 the Buffalo Board of Education

Received, Filed and Printed.

TO: Robert Graber, Clerk – Erie County Legislature
 FROM: Meredith A. Connor, Assistant County Attorney
 RE: Local Law No. 3-2007, providing for the Lease of New School 84 to the Buffalo
 Board of Education
 DATE: May 24, 2007

Enclosed is a copy of the letter from the New York State Department of the State's Office
 confirming that the above referenced local law was filed on April 25, 2007.

Enc.

May 11, 2007

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Meredith A. Connor
 Assistant County Attorney
 69 Delaware Avenue
 Suite 300
 Buffalo, NY 14202

RE: County of Erie, Local Law No. 3, 2007, filed on April 25, 2007

Dear Sir/Madam:

The above referenced material was received and filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.state.ny.us/corp/misc.html.

Sincerely
 Linda Lasch
 Principal Clerk
 State Records and Law Bureau
 (518) 474-2755

FROM BUDGET, MANAGEMENT & FINANCE

Item 89 – (COMM. 11D-7) BMR for Period Ending 3/30/07

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE DEPARTMENT OF PUBLIC WORKS

Item 90 – (COMM. 11D-8) Park Superintendent Houses

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

FROM THE DIVISION OF INFORMATION & SUPPORT SERVICES

Item 91 – (COMM. 11D-9) Twenty-Four Hour Vehicle Assignments

Received and referred to the GOVERNMENT AFFAIRS COMMITTEE.

COMMUNICATIONS FROM THE PEOPLE AND OTHER AGENCIES

FROM THE ERIE COUNTY WATER AUTHORITY

Item 92 – (COMM. 11M-1) News Release - ECWA Receives High Marks from Independent Audit

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

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FROM THE NIAGARA FRONTIER TRANSIT AUTHORITY

Item 93 – (COMM. 11M-2) Two (2) Cash Flow Statements - Actual Cash Flow for the Period 4/1/06 - 3/31/07 & the Projected Cash Flow for the Period 4/1/07 - 3/31/08

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

FROM THE NYS DEPT. OF AGRICULTURE & MARKETS

Item 94 – (COMM. 11M-3) Erie County Agricultural District No. 8

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

FROM NYS SENATOR MARY LOU RATH

Item 95 – (COMM. 11M-4) Receipt of Certified Resolution

Received and filed.

FROM THE ERIE COUNTY WATER AUTHORITY

Item 96 – (COMM. 11M-5) Comprehensive Annual Financial Report for Year Ended 12/31/06

Received and filed.

FROM THE NYS COMMISSION ON LOCAL GOV'T EFFICIENCY & COMPETITIVENESS

Item 97 – (COMM. 11M-6) Framework for Regional Growth

Received and filed.

FROM ASSEMBLYMAN MICHAEL COLE

Item 98 – (COMM. 11M-7) Receipt of Certified Resolutions

Received and filed.

FROM NYS SENATOR MARY LOU RATH

Item 99 – (COMM. 11M-8) Receipt of Certified Resolution

Item 100 – (COMM. 11M-9) Receipt of Certified Resolution

The above two items were received and filed.

FROM THE NIAGARA FRONTIER TRANSIT AUTHORITY

Item 101 – (COMM. 11M-10) NFTA Board Minutes for Meeting Held 4/30/07

Received and filed.

FROM THE NIAGARA COUNTY LEGISLATURE

Item 102 – (COMM. 11M-11) Certified Resolution Re: County Support for Erie-Niagara Initiative for Quick-Cool Produce Facility or Alternative Agricultural Project

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

FROM ROBERT B. CHURCH

Item 103 – (COMM. 11M-12) Erie County Logging

FROM THE GRAND ISLAND COUNCIL

Item 104 – (COMM. 11M-13) Certified Resolution Re: Revision of the Erie County Tax Act

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Item 105 – (COMM. 11M-14) Notice of Board Meeting to be Held 6/11/07

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

FROM NYS SENATOR MARY LOU RATH

Item 106 – (COMM. 11M-15) Receipt of Certified Resolution

Received and filed.

FROM THE MAYOR OF THE CITY OF BUFFALO

Item 107 – (COMM. 11M-16) Nominees for Appointment to the Board of Trustees of the BECPL

Item 108 – (COMM. 11M-17) Nominees for Appointment to the Board of Trustees of the BECPL

The above two items were received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

MEMORIAL RESOLUTIONS

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Item 109 – Legislator Locklear requested that when the Legislature adjourns, it do so in memory of Daniel B. Shanahan, Jr..

Item 110 – Legislator Mazur requested that when the Legislature adjourns, it do so in memory of Dorothy A. Mazur.

Item 111 – Legislator Iannello requested that when the Legislature adjourns, it do so in memory of Shirley A. Gallagher.

Item 112 – Legislator Whyte requested that when the Legislature adjourns, it do so in memory of the 3,500 American Soldiers who have died in Iraq.

Item 113 – Legislator Grant requested that when the Legislature adjourns, it do so in memory of Kevin McCarter.

Item 114 – Legislator Grant requested that when the Legislature adjourns, it do so in memory of Sidney Clanton.

Item 115 – Legislator Loughran requested that when the Legislature adjourns, it do so in memory of Mark M. Jason.

Item 116 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of Jeff Norsen.

Item 117 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of All those who lost their lives 62 years ago yesterday (June 6, 1944) during the Invasion of Normandy yesterday.

Item 118 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of Walter Barrett.

Item 119 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of Dave Schwartzmueller.

Item 120 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of John Christian.

Item 121 - Legislator Kennedy requested that when the Legislature adjourns, it do so in memory of Jude Mulderig.

ADJOURNMENT

Item 122 - At this time, there being no further business to transact, Chairperson Marinelli announced that the Chair would entertain a Motion to Adjourn.

MR. KOZUB moved that the Legislature adjourn until Thursday, June 21, 2007 at 2 p.m. Eastern Standard Time. MS. LOCKLEAR seconded.

MEETING NO. 11
JUNE 7, 2007

ERIE COUNTY LEGISLATURE

CARRIED UNANIMOUSLY.

Chairperson Marinelli declared the Legislature adjourned until Thursday, June 21, 2007 at 2 p.m. Eastern Standard Time.

ROBERT M. GRABER
CLERK OF THE LEGISLATURE