

MEETING NO. 20
November 7, 2002

ERIE COUNTY LEGISLATURE

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The Legislature was called to order by Chairman DeBenedetti.

All Members Present.

The invocation was led by Rev. Joseph Sicari, Interim Director Catholic Charities.

The Pledge of Allegiance was led by Mr. Schroeder.

Item 1 – CHAIRMAN DeBENEDETTI directed that Comm. 13E-45 (2001) remain on the table.

MR. WEINSTEIN moved the approval of the minutes of Meeting No. 18 of 2002. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

MISCELLANEOUS RESOLUTIONS

Item 2 – MR. DeBENEDETTI presented a resolution Honoring Frank Pelligrine on His Retirement from Erie County Juvenile Detention. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 3 – MR. LARSON presented a resolution Honoring Eagle Scouts David Wilckens & Nathan Ball. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 4 – MS. CUSACK presented a resolution Recognizing JoAnn Faletta on Receiving Seaver/National Endowment for the Arts Conductor Award. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 5 – MS. CHASE presented a resolution Celebrating the 50th Anniversary of Lake Shore Lions Club. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

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Item 6 – MR. DUSZA presented a resolution Honoring Central Hose Company No. 4 for 100 Years of Service to the Depew Community. MR. SWANICK seconded.

CARRIED UNANIMOUSLY.

Item 7 – MS. PEOPLES presented a resolution Honoring Dr. Juanita Hunter – Recipient of Honorary Recognition Award at Annual Convention of NYSNA. MR. HOLT seconded.

CARRIED UNANIMOUSLY.

Item 8 – MR. SCHROEDER presented a resolution Honoring Kathy Toepfer's Service as the Inaugural Executive Director of the Greater South Buffalo Chamber of Commerce. MR. SWANICK seconded.

CARRIED UNANIMOUSLY.

Item 9 – MR. SWANICK presented a resolution Honoring Judge Doyle. MS. PEOPLES seconded.

CARRIED UNANIMOUSLY.

Item 10 – MR. WEINSTEIN presented a resolution Declaring Thursday, November 14, 2002 as Girl Scout Day in Erie County. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

LOCAL LAWS

Item 11 – CHAIRMAN DeBENEDETTI directed that Local Law No. 9 (Print #1) 2001 be referred to the HUMAN SERVICES COMMITTEE.

Item 12 – CHAIRMAN DeBENEDETTI directed that Local Law No. 9 (Print #2) 2001 be referred to the HUMAN SERVICES COMMITTEE.

Item 13 – CHAIRMAN DeBENEDETTI directed that Local Law No. 9 (Print #3) 2001 be referred to the HUMAN SERVICES COMMITTEE.

Item 14 – CHAIRMAN DeBENEDETTI directed that Local Law No. 4 (Print #1) 2002 remain on the table.

Item 15 – CHAIRMAN DeBENEDETTI directed that Local Law No. 4 (Print #2) 2002 remain on the table.

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Item 16 – CHAIRMAN DeBENEDETTI directed that Local Law No. 5 (Print #1) 2002 be referred to the FINANCE & MANAGEMENT COMMITTEE.

Item 17 – CHAIRMAN DeBENEDETTI directed that Local Law No. 7 (Print #1) 2002 remain on the table.

Item 18 – CHAIRMAN DeBENEDETTI directed that Local Law No. 10 (Print #1) 2002 remain on the table.

COMMITTEE REPORTS

Item 19 – MR. RANZENHOFER presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 431

October 24, 2002

ECONOMIC DEVELOPMENT
 COMMITTEE
 REPORT NO. 16

ALL MEMBERS PRESENT EXCEPT LEGISLATOR FALKNER. CHAIRMAN DeBENEDETTI PRESENT AS EX-OFFICIO MEMBER.

				AS AMENDED
1.	Item	Page	-2002	(Comm. 17E-15)
	COUNTY EXECUTIVE			

WHEREAS, the Department of Public Works received bids on October 1, 2002 on Health Department Renovation of BB Building at the ECMC Campus, and

WHEREAS, the Architect and the Department of Public Works are recommending award to the lowest responsible bidders,

NOW, THEREFORE, BE IT,

RESOLVED, that the County Executive be authorized to enter into the following contracts for the Health Department Renovation of BB Building at the ECMC Campus as follows:

GENERAL CONSTRUCTION

New Era Construction, Inc.

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Base Bid	\$270,000.00	
Alternate G1	\$ 10,500.00	
Alternate G2	\$ 11,500.00	
Alternate G3	<u>\$ 9,500.00</u>	
		\$301,500.00

MECHANICAL WORK

HB Plumbing, Inc.		
Base Bid		\$219,000.00

ELECTRICAL WORK

Ferguson Electric Construction Co.		
Base Bid	\$249,500.00	
Alternate No. G1	<u>\$ 4,200.00</u>	
		<u>\$253,700.00</u>
Total		\$774,200.00

and be it further,

RESOLVED, that the sum of \$100,000.00 be allocated to a construction contingency fund with authorization for the Commissioner of Public Works to approve change orders not to exceed the amount of the contingency, and be it further,

RESOLVED, that deduct change orders will result in these funds being returned to the contingency account, and be it further,

RESOLVED, that additional Architectural/Engineering fees be allocated for services during construction in an amount not to exceed \$35,000.00, and be it further,

RESOLVED, that the sum of \$2,000.00 be allocated for testing and miscellaneous expenses with authorization for the Commissioner of Public Works to expend said funds, and be it further,

RESOLVED, that the sum of \$20,000.00 be allocated for Department of Public Works salary expenses with authorization for the Commissioner of Public Works to expend said funds, and be it further,

RESOLVED, that the Comptroller's Office be authorized to make payments from the 2001 Capital Budget, Project 199, Fund 410, and be it further,

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RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner; one copy to the Division of Budget Management & Finance; one copy to the Office of the Comptroller; and one copy to the Health Department.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

2. Item Page -2002 (Comm. 19E-12)
COUNTY EXECUTIVE

WHEREAS, it has been shown that a regularly scheduled Bridge Preventative Maintenance Program can extend the life of newly constructed bridges, and

WHEREAS, a first step in formulating a comprehensive Bridge Preventive Maintenance Program is to wash the bridge decks and the underside of bridges with steel girders annually, and

WHEREAS, a Bridge Preventive Maintenance Program has not been in place in the Department of Public Works for many years, and

WHEREAS, it is the desire of the Department of Public Works to implement a bridge Preventative Maintenance Program, and

WHEREAS, the Volunteer Fire Departments in Erie County have expressed a willingness and desire to perform this work at a minimal cost, and

WHEREAS, the Department of Public Works has included sufficient funds in the 2003 O&M budget to cover the cost of this work,

NOW, THEREFORE, BE IT,

RESOLVED, that the Erie County Legislature authorizes the County Executive to enter into Intermunicipal agreements with various Volunteer Fire Companies throughout Erie County to wash bridges at a reimbursement rate of \$100 for the deck and an additional \$100 if the underside of the steel girders are washed, and be it further,

RESOLVED, that two certified copies of this resolution shall be forwarded to the Commissioner of Public Works, the Commissioner of Emergency Services, the Director of Budget Management and Finance, and the Office of the Comptroller.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

3. Item Page -2002 (Comm. 19E-13)
COUNTY EXECUTIVE

WHEREAS, the Department of Public Works received bids for the Ralph Wilson Stadium – 2002 – Mid-Level Restroom Tower Project on May 23, 2002, and

WHEREAS, your Honorable Body has previously awarded contracts to the lowest responsible bidders, and

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WHEREAS, during this past summer NYSE&G performed testing at the stadium main power substation and determined that one of the main transformers is internally shorting out and must be repaired to continue to provide back-up power, and

WHEREAS, your Honorable Body has previously approved a General Architectural/Engineering Agreement for DiDonato Associates to provide Architectural/Engineering Services to the County on stadium projects, and

WHEREAS, the Architectural/Engineering Scope of Services has changed and the Buffalo Bills have requested that the 1991 Stadium Condition Survey that was done by DiDonato Associates be updated, and

WHEREAS, Erie County is responsible for providing yearly capital maintenance and repair to the stadium in accordance with the New Lease Agreement between the Buffalo Bills and Erie County,

NOW, THEREFORE, BE IT,

RESOLVED, that the construction contingency fund for the Mid-Level Restroom Tower project be increased by \$65,000.00 to a new total amount of \$130,890.00, with authorization for the Commissioner of Public Works to approve change orders, and be it further,

RESOLVED, that deduct change orders will result in funds being returned to the contingency account, and be it further,

RESOLVED, that the Commissioner of Public Works be authorized to issue a change order to DiDonato Associates' General Architect/Engineer Agreement increasing the amount by \$250,000.00 to \$307,000.00 to cover the cost of additional Architectural/Engineering Scope of Services at the Stadium and be it further,

RESOLVED, that the Comptroller's Office be authorized to make payment for all the above from the 1998 Stadium Improvements Account, Fund 410, Project 826 in the amount of \$25,000.00, and from the 2002 Stadium Improvements Account, Fund 410, Project 284, in the amount of \$290,000.00, and be it further,

RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner; one copy to the Comptroller's Office; and one copy to the Division of Budget Management and Finance.

(4-1) Legislator Falkner absent. Legislator Larson in the negative. Chairman DeBenedetti present as Ex-Officio Member.

MICHAEL H. RANZENHOFER
CHAIRMAN

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MR. RANZENHOFER moved the approval of the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 20 – MR. LARSON presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 432

October 24, 2002

FINANCE & MANAGEMENT
 COMMITTEE
 REPORT NO. 14

ALL MEMBERS PRESENT EXCEPT LEGISLATOR FALKNER. CHAIRMAN DeBENEDETTI PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, that the following items are hereby received and filed.

a.

Item	Page	-2002	(Comm. 18E-31)
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LEGISLATOR LARSON: Letter to Budget Director Re: Accounting of Recent Expenditures & Fund Balances.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

b.

Item	Page	-2002	(Comm. 19D-7)
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BUDGET, MANAGEMENT & FINANCE: Letter to Legislator Larson Re: Response to Comm. 18E-31 (Accounting of Recent Expenditures & Fund Balances).
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

c.

Item	Page	-2002	(Comm. 19E-1)
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COMPTROLLER: Federal Financial Assistance Report (Single Audit) for Erie County Year Ended 12/31/01.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

d.

Item	Page	-2002	(Comm. 19E-3)
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COMPTROLLER: Audit of EC's Financial Statements for Year Ended 12/31/01.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

e.

Item	Page	-2002	(Comm. 19M-15)
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NYS BOARD OF REAL PROPERTY SERVICES: List of Certified 2002 State Equalization Rates.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

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2. Item Page -2002 **AS AMENDED**
 (Comm. 1D-9A)
COUNTY EXECUTIVE

(A)

WHEREAS, the Erie County Director of Real Property Tax Services has Received applications for corrected tax billings and / or refunds for taxes Previously paid in accordance with New York State Real Property Tax Law Sections 554 and 556 and

Email Document is 203038

WHEREAS, the Director has investigated the validity of such Applications (see attached listing) now therefore be it ,

RESOLVED, that petition(s) numbered 203038 inclusive Be hereby approved or **DENIED** based upon the recommendation of the **Director Of Real Property Services** and be charged back to the applicable Towns And / or Cities

Petition No. 203039 / 99/00 – ASSESSOR – Refund - \$ 120.59

SBL No. 26.16-1-4 – TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 120.59 - Town/Special Dist/ School

Charge to : BASIC STAR EXEMPTION \$ 120.59

REFUND – CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 7,200 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

SWEET HOME CENTRAL

CHECK IN FAVOR OF: JOHN & MARY PAVEL

PETITION IS DENIED. APPLICATION MUST BE RECEIVED WITH 3 YEARS OF THE SCHOOL TAX WARRANT. APPLICATION WAS RECEIVED ON OCTOBER 10,2002. APPLICATION HAD TO BE RECEIVED BY SEPTEMBER 14, 2002. DATE TO FILE FOR REFUND HAS EXPIRED.

(5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

(B)

WHEREAS, the Erie County Director of Real Property Tax Services has received applications for corrected tax billings and / or refunds for taxes previously paid in accordance with New York State Real Property Tax Law

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sections 554 and 556 and

EMAIL DOCUMENT IS 202038EM.TXT

WHEREAS, the Director has investigated the validity of such applications (see attached listing) now therefore be it ,

RESOLVED, that petitions numbered 202988 through 203038 inclusive be hereby approved or denied based upon the recommendation of the Director of Real Property Services and be charged back to the applicable Towns and / or Cities.

Petition No. 202988 / 1 - ASSESSOR - Refund - \$242.15

SBL No. 26.16-1-4 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 242.15 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 242.15

REFUND - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 20,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C. SWEET HOME CENTRAL
 CHECK IN FAVOR OF: JOHN & MARYANN PAVEL

Petition No. 202989 / 102 - ASSESSOR - Refund - \$371.28

SBL No. 26.16-1-4 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 371.28 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 371.28

REFUND - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C SWEET HOME
 CHECK IN FAVOR OF: JOHN & MARYANN PAVEL

Petition No. 202990 / 203 - ASSESSOR - Cancel - \$380.90

SBL No. 26.16-1-4 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 380.90 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 380.90

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF

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30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM
 THE TAX ROLL. RPTL 550(2)C

SWEET HOME CENTRAL

Petition No. 202991 / 203 - ASSESSOR - Cancel - \$28,301.11

SBL No. 26.19-3-13.1/A - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 28,301.11 - Town/SpecialDist/School

Charge to : SWEET HOME CENTRAL 28,301.11

CANCEL - CLERICAL ERROR, THE PARCEL IS COVERED UNDER A PILOT
 AGREEMENT WITH SWEET HOME CENTRAL SCHOOL DISTRICT. IDA EXEMPTION
 OMITTED. RPTL 550(2)C

Petition No. 202992 / 203 - ASSESSOR - Cancel - \$582.44

SBL No. 27.15-7-11 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 582.44 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 582.44

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF
 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM
 THE TAX ROLL. RPTL 550(2)C

WILLIAMSVILLE CENTRAL

Petition No. 202993 / 203 - ASSESSOR - Refund - \$294.52

SBL No. 27.20-2-1 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 294.52 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 294.52

REFUND - CLERICAL ERROR, THE SENIOR EXEMPTION IN THE AMOUNT OF
 27,930 WAS MISCALCULATED. THE CORRECT EXEMPTION AMOUNT IS 46,550.
 RPTL 550(B)

CHECK IN FAVOR OF: DONALD E & AMY GEMEREK

Petition No. 202994 / 203 - ASSESSOR - Cancel - \$1,143.52

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SBL No. 28.14-4-9 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,143.52 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 1,143.52

CANCEL - ERROR IN ESSENTIAL FACT, THE HOUSE THAT WAS ON THIS PROPERTY WAS REMOVED. THE ASSESSED VALUE WAS 83,900 AND WAS REDUCED TO 25,000 LAND ONLY. RPTL 550(3)A

Petition No. 202995 / 203 - ASSESSOR - Cancel - \$970.74

SBL No. 28.50-1-3./353 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 970.74 - Town/SpecialDist/School

Charge to : NYS STAR ENHANCED EXEMPTI 970.74

CANCEL - CLERICAL ERROR, THE ENHANCED STAR EXEMPTION IN THE AMOUNT OF 50,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

WILLIAMSVILLE CENTRAL

Petition No. 202996 / 203 - ASSESSOR - Cancel - \$38.09

SBL No. 40.15-9-31 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 38.09 - Town/SpecialDist/School

Charge to : SWEET HOME CENTRAL 38.09

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 123,000 AND SHOULD BE 70,000. RPTL 550(2)A

Petition No. 202997 / 203 - ASSESSOR - Cancel - \$582.44

SBL No. 41.20-1-2 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 582.44 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 582.44

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM

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THE TAX ROLL. RPTL 550(2)C

WILLIAMSVILLE CENTRAL

Petition No. 202998 / 203 - ASSESSOR - Cancel - \$210.67

SBL No. 54.34-1-1./B10 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 210.67 - Town/SpecialDist/School

Charge to : SWEET HOME CENTRAL 210.67

CANCEL - CLERICAL ERROR, THE SENIOR EXEMPTION IN THE AMOUNT OF 16,600 (20%) THAT THIS PARCEL IS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 202999 / 203 - ASSESSOR - Cancel - \$1,254.19

SBL No. 55.08-1-13 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,254.19 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 1,254.19

CANCEL - CLERICAL ERROR, THE SENIOR EXEMPTION ON THE AMOUNT OF 64,600 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203000 / 203 - ASSESSOR - Cancel - \$343.64

SBL No. 55.12-4-10 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 343.64 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 343.64

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 141,700 AND SHOULD BE 124,000. RPTL 550(2)A

Petition No. 203001 / 23 - ASSESSOR - Cancel - \$1,353.21

SBL No. 56.55-1-1./7G - TOWN OF AMHERST

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Acct. No. 112 - \$ 0.00 - County
 Acct. No. 132 - \$ 1,353.21 - Town/SpecialDist/School
 Charge to : WILLIAMSVILLE CENT 382.47
 NYS STAR ENHANCED EXEMPTI 970.74

CANCEL - CLERICAL ERROR, THE ENHANCED STAR EXEMPTION IN THE AMOUNT OF 50,000 AND THE SENIOR EXEMPTION IN THE AMOUNT OF 19,700 (25%) THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203002 / 203 - ASSESSOR - Cancel - \$728.91

SBL No. 67.57-4-3 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County
 Acct. No. 132 - \$ 728.91 - Town/SpecialDist/School
 Charge to : AMHERST CENTRAL 287.14
 NYS STAR ENHANCED EXEMPTI 441.77

CANCEL - CLERICAL ERROR, THIS PARCEL RECEIVED THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 WHEN IT WAS ENTITLED TO THE ENHANCED STAR EXEMPTION IN THE AMOUNT OF 50,000. THE SENIOR EXEMPTION IN THE AMOUNT OF 31,500 (50%) WAS ALSO OMITTED. RPTL 550(A)C

Petition No. 203003 / 203 - ASSESSOR - Cancel - \$662.65

SBL No. 68.15-11-9 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County
 Acct. No. 132 - \$ 662.65 - Town/SpecialDist/School
 Charge to : BASIC STAR EXEMPTION 662.65

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMAOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C
 AMHERST CENTRAL

Petition No. 203004 / 203 - ASSESSOR - Cancel - \$582.45

SBL No. 69.05-3-6 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County
 Acct. No. 132 - \$ 582.45 - Town/SpecialDist/School
 Charge to : BASIC STAR EXEMPTION 582.45

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CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

WILLIAMSVILLE CENTRAL

Petition No. 203005 / 203 - ASSESSOR - Cancel - \$291.22

SBL No. 69.12-9-38 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 291.22 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 291.22

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 181,000 AND SHOULD BE 165,000. RPTL 550(2)A

Petition No. 203006 / 203 - ASSESSOR - Cancel - \$1,087.22

SBL No. 69.13-1-5 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,087.22 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 698.92
 NYS STAR ENHANCED EXEMPTI 388.30

CANCEL - CLERICAL ERROR, RECEIVED THE BASIC STAR EXEMPTION IN THE AMOUNT OF 20,000 WHEN PARCEL WAS ENTITLED TO ENHANCED STAR EXEMPTION IN THE AMOUNT OF 50,000. THE SENIOR EXEMPTION IN THE AMOUNT OF 43,000 (50%) WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)B,C

Petition No. 203007 / 203 - ASSESSOR - Cancel - \$6,405.55

SBL No. 79.08-3-32 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 6,405.55 - Town/SpecialDist/School

Charge to : AMHERST CENTRAL 6,405.55

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 800,000 AND SHOULD BE 510,000. RPTL 550(2)A

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Petition No. 203008 / 203 - ASSESSOR - Cancel - \$662.64

SBL No. 79.23-5-3 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 662.64 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 662.64

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203009 / 203 - ASSESSOR - Cancel - \$1,242.54

SBL No. 80.08-2-19 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,242.54 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 1,242.54

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 175,000 AND SHOULD BE 111,000.

RPTL 550(2)A

Petition No. 203010 / 203 - ASSESSOR - Cancel - \$194.14

SBL No. 80.12-2-12 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 194.14 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 194.14

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY ON THE TAX ROLL. THE ASSESSMENT WAS 95,000 AND SHOULD BE 65,000.

RPTL 550(2)A

Petition No. 203011 / 203 - ASSESSOR - Cancel - \$3,106.24

SBL No. 80.12-2-13 & 15 OTHERS - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 3,106.24 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 3,106.24

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CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSMENT WAS 105,000 AND SHOULD BE 95,000.
 RPTL 550(2)A

Petition No. 203012 / 203 - ASSESSOR - Refund - \$535.84

SBL No. 80.12-7-11 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 535.84 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 535.84

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSMENT WAS 129,600 AND SHOULD BE 102,000.
 RPTL 550(2)A

Petition No. 203013 / 203 - ASSESSOR - Cancel - \$129.98

SBL No. 81.05-1-23 - TOWN OF AMHERST

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 129.98 - Town/SpecialDist/School

Charge to : WILLIAMSVILLE CENT 129.98

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSMENT WAS 183,300 AND SHOULD BE 173,000.
 RPTL 550(2)A

Petition No. 203014 / 203 - ASSESSOR - Cancel - \$1.61

SBL No. 267.00-3-9.2 - TOWN OF BRANT

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1.61 - Town/SpecialDist/School

Charge to : LAKE SHORE CENTRAL 1.61

CANCEL - CLERICAL ERROR, THE AGRICULTURAL EXEMPTION IN THE AMOUNT
 16,721 AND SHOULD BE 16,808. RPTL 550(20B)

Petition No. 203015 / 203 - ASSESSOR - Cancel - \$124.75

SBL No. 267.00-3-10 - TOWN OF BRANT

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Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 124.75 - Town/SpecialDist/School

Charge to : LAKE SHORE CENTRAL 124.75

CANCEL - CLERICAL ERROR, THE AGRICULTURAL EXEMPTION IN THE AMOUNT OF 6,687 WAS MISCALCULATED. THE CORRECT EXEMPTION SHOULD BE 13,430.
 RPTL 550(2)B

Petition No. 203016 / 203 - ASSESSOR - Refund - \$555.01

SBL No. 268.00-1-29.3 - TOWN OF BRANT

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 555.01 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 555.01

REFUND - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C LAKESHORE CENTRAL
 CHECK IN FAVOR OF: MARIE G LALKA

Petition No. 203017 / 203 - ASSESSOR - Refund - \$677.29

SBL No. 113.53-3-20 - TOWN OF CHEEKTOWAGA

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 677.29 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 677.29

REFUND - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 19,500 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C CHEEKTOWAGA-SLOAN
 CHECK IN FAVOR : CHERYL SHEEHAN

Petition No. 203018 / 2002 - ASSESSOR - Refund - \$199.68

SBL No. 70.12-5-10 - TOWN OF CLARENCE

Acct. No. 112 - \$ 145.09 - County

Acct. No. 132 - \$ 54.59 - Town/SpecialDist/School

Charge to : TOWN OF CLARENCE 54.59

REFUND - CLERICAL ERROR, THE SENIOR EXEMPTION IN THE AMOUNT OF 30,500 (30%) THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE

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TAX ROLL. RPTL 550(2)C
 CHECK IN FAVOR OF: BERNARD STEVENS

Petition No. 203019 / 203 - ASSESSOR - Refund - \$547.97

SBL No. 70.12-5-10 - TOWN OF CLARENCE

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 547.97 - Town/SpecialDist/School

Charge to : CLARENCE CENTRAL 547.97

REFUND - CLERICAL ERROR, THE SENIOR EXEMPTION IN THE AMOUNT OF
 34,500 (30%) THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR
 FROM THE TAX ROLL. RPTL 550(2)C
 CHECK IN FAVOR OF: BERNARD D STEVENS & WIFE

Petition No. 203020 / 203 - ASSESSOR - Cancel - \$666.94

SBL No. 318.00-3-9.21 - TOWN OF COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 666.94 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 666.94

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF
 25,100 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM
 THE TAX ROLL. RPTL 550(2)C
 NORTH COLLINS CENTRAL

Petition No. 203021 / 203 - ASSESSOR - Cancel - \$201.22

SBL No. 138.01-1-2.1 - TOWN OF CLARENCE

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 201.22 - Town/SpecialDist/School

Charge to : IROQUOIS CENTRAL 201.22

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSMENT WAS 1700 AND SHOULD BE 800. RPTL 550
 (2)A

Petition No. 203022 / 203 - ASSESSOR - Cancel - \$384.28

SBL No. 169.19-9-3 - TOWN OF HAMBURG

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Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 384.28 - Town/SpecialDist/School

Charge to : FRONTIER CENTRAL 384.28

CANCEL - ERROR IN ESSENTIAL FACT, THE HOUSE WAS DESTROYED BY FIRE.
 THE ASSESSMENT WAS 49,500 AND IS NOW FOR LAND ONLY IN THE AMOUNT OF
 4,400. RPTL 550(3)A

Petition No. 203023 / 203 - ASSESSOR - Cancel - \$597.23

SBL No. 46.00-4-31.111 - TOWN OF NEWSTEAD

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 597.23 - Town/SpecialDist/School

Charge to : AKRON CENTRAL 597.23

CANCEL - CLERICAL ERROR, THE PARCEL WAS SPLIT AND IS NOW COVERED
 UNDER SBL 46.00-4-32 - 46.00-4-38 TOTAL 7 PARCELS. RPTL 550(2)F

Petition No. 203024 / 203 - ASSESSOR - Cancel - \$460.60

SBL No. 47.20-1-25.2 - TOWN OF NEWSTEAD

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 460.60 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 460.60

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF
 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM
 THE TAX ROLL. RPTL 550(2)C

Petition No. 203025 / 203 - ASSESSOR - Cancel - \$628.31

SBL No. 269.00-5-18.112 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 628.31 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 628.31

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF
 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM
 THE TAX ROLL. RPTL 550(2)C

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ERIE COUNTY LEGISLATURE

Petition No. 203026 / 203 - ASSESSOR - Cancel - \$167.55

SBL No. 270.00-6-8.22 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 167.55 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 167.55

CANCEL - CLERICAL ERROR, THIS PARCEL WAS CREATED IN ERROR ON THE TAX ROLL. THE CORRECT SBL IS 270.00-6-8.1. RPTL 550(2)F

Petition No. 203027 / 203 - ASSESSOR - Cancel - \$628.31

SBL No. 270.00-6-8.21 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 628.31 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 628.31

CANCEL - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 30,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203028 / 203 - ASSESSOR - Cancel - \$95.63

SBL No. 271.00-2-2.13 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 95.63 - Town/SpecialDist/School

Charge to : EDEN CENTRAL 95.63

CANCEL - CLERICAL ERROR, THE AGRICULTURAL EXEMPTION IN THE AMOUNT OF 6,122 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203029 / 203 - ASSESSOR - Refund - \$502.64

SBL No. 272.00-2-42.2 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 502.64 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 502.64

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REFUND - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSMENT WAS 109,000 AND SHOULD BE 85,000.
 RPTL 550(2)A
 CHECK IN FAVOR OF: PATRICK & LISA BZIBZIAK

Petition No. 203030 / 203 - ASSESSOR - Cancel - \$1,047.18

SBL No. 272.00-2-43 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,047.18 - Town/SpecialDist/School

Charge to : NYS STAR ENHANCED EXEMPTI 1,047.18

CANCEL - CLERICAL ERROR, THIS PARCEL IS ENTITLED TO THE ENHANCED
 STAR EXEMPTION IN THE AMOUNT OF 50,000 THAT WAS OMITTED IN ERROR
 FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203031 / 203 - ASSESSOR - Cancel - \$1,047.19

SBL No. 285.04-1-5 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,047.19 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 1,047.19

CANCEL - CLERICAL ERROR, THE ENHANCED STAR EXEMPTION IN THE AMOUNT
 OF 50,000 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR
 FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203032 / 203 - ASSESSOR - Cancel - \$561.29

SBL No. 318.00-2-12 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 561.29 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 561.29

CANCEL - CLERICAL ERROR, THE ASSESSED VALUE WAS ENTERED INCORRECTLY
 ON THE TAX ROLL. THE ASSESSED VALUE WAS 116,400 AND SHOULD BE 89,600.
 RPTL 550(2)A

Petition No. 203033 / 203 - ASSESSOR - Cancel - \$804.03

SBL No. 319.00-2-5.1 - TOWN OF NORTH COLLINS

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Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 804.03 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 804.03

CANCEL - CLERICAL ERROR, THE AGRICULTURAL EXEMPTION IN THE AMOUNT OF 37,634 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR. RPTL 550(2)C

Petition No. 203034 / 203 - ASSESSOR - Cancel - \$294.85

SBL No. 555.00-5-1 - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 294.85 - Town/SpecialDist/School

Charge to : NORTH COLLINS CENT 294.85

CANCEL - CLERICAL ERROR, THIS IS A DUPLICATE PARCEL. THE SBL IS ALSO IN THE VILLAGE OF NORTH COLLINS. RPTL 550(2)F

Petition No. 203035 / 203 - ASSESSOR - Cancel - \$1,036.81

SBL No. 685.089-9999-825/.15/200R - TOWN OF NORTH COLLINS

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 1,036.81 - Town/SpecialDist/School

Charge to : EDEN CENTRAL 1,036.81

CANCEL - CLERICAL ERROR, THIS PARCEL IS ALSO CREATED UNDER SBL 658.09-9999-825/15/200R. RPTL 550(2)F

Petition No. 203036 / 203 - ASSESSOR - Refund - \$646.53

SBL No. 67.23-3-24 - TOWN OF TONAWANDA

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 646.53 - Town/SpecialDist/School

Charge to : BASIC STAR EXEMPTION 646.53

REFUND - CLERICAL ERROR, THE BASIC STAR EXEMPTION IN THE AMOUNT OF 21,130 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C KENMORE TONAWANDA
 CHECK IN FAVOR OF: LYNN HERTEL MACKMIN

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Petition No. 203037 / 203 - ASSESSOR - Cancel - \$325.56

SBL No. 53.12-6-24 - TOWN OF TONAWANDA

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 325.56 - Town/SpecialDist/School

Charge to : KEN-TON UNION FREE 325.56

CANCEL - CLERICAL ERROR, THE SENIOR EXEMPTION IN THE AMOUNT OF 10,640 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

Petition No. 203038 / 203 - ASSESSOR - Refund - \$990.56

SBL No. 143.16-1-13 - TOWN OF WEST SENECA

Acct. No. 112 - \$ 0.00 - County

Acct. No. 132 - \$ 990.56 - Town/SpecialDist/School

Charge to : WEST SENECA CENT 990.56

REFUND - CLERICAL ERROR, THE DISABLED EXEMPTION IN THE AMOUNT OF 34,500 THAT THIS PARCEL IS ENTITLED TO WAS OMITTED IN ERROR FROM THE TAX ROLL. RPTL 550(2)C

CHECK IN FAVOR OF: GREGORY J WHITE

(5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

3. Item Page -2002 (Comm. 19E-6)

COMPTROLLER

RESOLUTION NO. 433-2002

BOND RESOLUTION DATED _____, 2002

BOND RESOLUTION OF THE COUNTY OF ERIE, NEW YORK, AMENDING THE BOND RESOLUTION ADOPTED APRIL 11, 2002, TO EXPAND THE PROJECT SCOPE FOR THE HIGHWAY IMPROVEMENTS PAVEMENT LIFE ENHANCEMENTS PROJECT

(Introduced) October 15, 2002

(Adopted) _____, 2002

Recitals

WHEREAS, the Legislature of the County of Erie, New York, has heretofore duly authorized the financing of various capital projects included in the 2002 Capital Budget of the County, pursuant to the bond resolution adopted April 11, 2002 by said Legislature, and hereinafter referred to; and

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WHEREAS, it is now necessary to amend the description of the scope of work for the Highway Improvements Pavement Life Enhancements Project;

NOW, THEREFORE, BE IT

RESOLVED BY THE LEGISLATURE OF THE COUNTY OF ERIE, NEW YORK
 (by the favorable vote of not less than two-thirds of all members of said Legislature) AS
 FOLLOWS:

Section (A). The Project Details set forth in Row 27, column G, of the schedule attached to Resolution 160-2002 of said County duly adopted by the Legislature on April 11, 2002 is hereby amended to read as follows:

“Improvement of subgrade drainage through reshaping shoulders and ditches, installing edge drain or underdrain, misc. repairs, rehabilitation of County highways including pavement, road widening, strengthening, recycling and resurfacing for the highway improvements.”

Section (B). The amendment of the bond resolution set forth in Section A of this Resolution shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

Section (C). This Amending Resolution shall take effect immediately upon approval by the County Executive.
 (5-0) Legislator Falkner absent. Chairman DeBenedetti present as Ex-Officio Member.

DALE LARSON
CHAIRMAN

MR. LARSON moved to separate item #3 and moved the approval of the balance of the report. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

MR. LARSON moved the approval of item #3. MR. WEINSTEIN seconded.

CHAIRMAN DeBENEDETTI directed that a roll call vote be taken.

AYES: DALE, DUSZA, FISHER, HOLT, KUWIK, MARINELLI, PEOPLES,
 SCHROEDER, SWANICK, CHASE, CUSACK, DeBENEDETTI, FALKNER, LARSON,
 McCARVILLE, RANZENHOFER & WEINSTEIN.

CARRIED UNANIMOUSLY.

Item 21 – MR. HOLT presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 434

October 24, 2002

ENERGY & ENVIRONMENT
 COMMITTEE
 REPORT NO. 15

ALL MEMBERS PRESENT. CHAIRMAN DeBENEDETTI PRESENT AS EX- OFFICIO MEMBER.

1. RESOLVED, that the following items are hereby received and filed.

- | | | | | |
|----|---|------|-------|----------------|
| | Item | Page | -2002 | (Comm. 19D-2) |
| a. | DEP: SEQR – Solicitation for Lead Agency Status – ECSD No. 2 – Boundary Extension.
(6-0) Chairman DeBenedetti present as Ex-Officio Member. | | | |
| | Item | Page | -2002 | (Comm. 19D-6) |
| b. | DEP: SEQR – Solicitation for Lead Agency Status – Proposed Rules & Regulations for Storm Sewers in ECSD No. 6.
(6-0) Chairman DeBenedetti present as Ex-Officio Member. | | | |
| | Item | Page | -2002 | (Comm. 19E-15) |
| c. | COUNTY EXECUTIVE: ECSD NO. 2 – Proposed Town of Brant Extension EC Sewer Agency Report.
(6-0) Chairman DeBenedetti present as Ex-Officio Member. | | | |
| | Item | Page | -2002 | (Comm. 19E-16) |
| d. | COUNTY EXECUTIVE: EC Southtowns Sewage Treatment Agency & ECSD Nos. 1-6 Engineering Servicing Agreements.
(6-0) Chairman DeBenedetti present as Ex-Officio Member. | | | |
| | Item | Page | -2002 | (Comm. 19E-17) |
| e. | COUNTY EXECUTIVE: ECSD NO. 2 – Southwest Interceptor & Pumping Station Facilities Evaluation – Change Order No. 6.
(6-0) Chairman DeBenedetti present as Ex-Officio Member. | | | |
| | Item | Page | -2002 | (Comm. 19E-26) |

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- f. **COUNTY EXECUTIVE:** EC Southtowns Sewage Treatment Agency & ECSD No. 2 – Engineering Service Agreements – Stearns & Wheler.
(6-0) Chairman DeBenedetti present as Ex-Officio Member.

Item	Page	-2002	(Comm. 19M-12)
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- g. **R & D ENGINEERING:** SEQR – Request for Lead Agency – ECWA-City of Tonawanda Water System Improvements.
(6-0) Chairman DeBenedetti present as Ex-Officio Member.

AS AMENDED

2.	Item	Page	-2001	(Comm. 1E-27)
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COUNTY EXECUTIVE

RESOLUTION NO. 434

RESOLUTION DATED _____, 2002.

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING A PROPOSED MODIFICATION OF PLANS FOR THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ERIE COUNTY SEWER DISTRICT NO. 4 IN THE COUNTY OF ERIE, NEW YORK.

(Introduced) October 24, 2002

(Adopted) _____, 2002

WHEREAS, pursuant to proceedings heretofore had and taken in accordance with the provisions of Article S-A of the County Law, including approving orders of the State Comptroller, County Sewer District No. 4 of the County of Erie, New York, (the "District") has heretofore been established and an increase and improvement of facilities for such District has been authorized by the County Legislature of the County of Erie, New York; and

WHEREAS, such County Legislature has heretofore received a report and estimate of cost from County engineers (the Erie County Department of Environment and Planning), relating to a proposed modification of plans for such increase and improvement of the facilities of said District No. 4 which report and estimate of cost have been filed with the County Legislature pursuant to Section 253-b of the County Law; and

WHEREAS, said report and estimate of cost describe a proposed modification of plans for such increase and improvement of the facilities of said District No. 4 in said County, consisting of the construction of a subtrunk sanitary sewer from the District's 30 inch interceptor crossing of Bowen Road to William Street and the construction of facilities to provide sewer service to residents along William Street out to the District's eastern boundary, all as more fully described in the report and estimate of cost hereinbefore referred to; and

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WHEREAS, the maximum estimated cost of the aforesaid design and engineering of the facilities of said Sewer District No. 4 is \$1,200,000; and

WHEREAS, it is now desired to call a public hearing to consider said modification of plans for such increase and improvement in accordance with the provisions of Section 253-b of the County Law; NOW, THEREFORE, BE IT

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

Section 1. A meeting of the County Legislature of the County of Erie, New York, shall be held at the Erie County Legislature, 92 Franklin Street, 2nd Floor, Part 6, in Buffalo, New York, in said County, on the 5th day of December, 2002, at 1:30 o'clock P.M., (Prevailing Time), for the purpose of conducting a public hearing upon the aforesaid proposal for modification of plans for such increase and improvement of the facilities of Erie County Sewer District No. 4 in said County, and for such other action on the part of said County Legislature in relation thereto as may be required by law or proper in the premises.

Section 2. The notice of such public hearing shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a meeting of the County Legislature of the County of Erie, New York, shall be held at Erie County Legislature, 92 Franklin Street, 2nd Floor, Part 6, in Buffalo, New York, in said County, on the 5th day of December, 2002, at 1:30 o'clock P.M., (Prevailing Time), for the purpose of conducting a public hearing upon a proposed modification of plans for increase and improvement of the facilities of Erie County Sewer District No. 4 in said County (the "District").

The modification of plans for increase and the improvement of the facilities consists of the design and engineering of the construction of a subtrunk sanitary sewer from the District's 30 inch interceptor crossing of Bowen Road to William Street and the construction of facilities to provide sewer service to residents along William Street out to the District's eastern boundary, all as more fully described in the report and estimate of cost prepared by the County Engineers (Erie County Department of Environment and Planning) which has been filed with the County Legislature and which has been approved by the Erie County Sewer Agency, pursuant to a written report dated September 18, 2002, which also has been filed with said County Legislature.

The maximum estimated cost of the aforesaid design and engineering of facilities is \$1,200,000.

Dated: Buffalo, New York,
 _____, 2002.

BY ORDER OF THE COUNTY

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LEGISLATURE OF THE COUNTY OF
 ERIE, NEW YORK

By Laurie Manzella
 Clerk, County Legislature

Section 3. The Clerk of said County Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing as set forth in Section 2 hereof to be published once in Hamburg Sun and in the Front Page the official newspapers of said County, and "The Lancaster Bee" not less than ten nor more than twenty days before the date set herein for said public hearing.

Section 4. This resolution shall take effect immediately.

(6-0) Chairman DeBenedetti present as Ex-Officio Member.

3. Item Page -2002 (Comm. 19E-18)

COUNTY EXECUTIVE

WHEREAS, the Erie County Legislature had awarded Contract "B", to Tunney Electric, Inc. for the Erie County Sewer District No. 2, 18 Mile Creek/Sweetland Pumping Station Modifications and Site Improvements; and

WHEREAS, the Erie County Division of Sewerage Management has advised the Legislature that all scheduled improvements are now completed; and

WHEREAS, the Erie County Division of Sewerage Management has recommended the acceptance of Contract "B" in the final contract amount of \$195,962.40 which includes Change Order No. B-3 (final) a decrease of \$7,941.60, and approval for final payment.

NOW, THEREFORE, BE IT

RESOLVED, that Contract "B" between the County of Erie and Tunney Electric, Inc., 1550 Route 83, Forestville, New York 14062 is accepted in the amount of \$195,962.40, which includes Change Order No. B-3(final) a decrease of \$7,941.60 to be returned to unallocated in Fund No.430, Project No.147 and final payment is approved; and be it further

RESOLVED, that the Erie County Comptroller is hereby authorized and directed to finalize Contract "B" between the County of Erie and Tunney Electric, Inc in the amount of \$195,962.40 and make final payment from Erie County Sewer District No.2, Fund No. 430, Project No. 147; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send two (2) certified copies of this resolution to Charles J. Alessi, P.E., Department of Environment and Planning, and one certified copy to the Director of Budget and Management, Erie County Comptroller's Office and Gregory Dudek, Assistant County Attorney.

(6-0) Chairman DeBenedetti present as Ex-Officio Member.

4. Item Page -2002 (Comm. 19E-19)

COUNTY EXECUTIVE

WHEREAS, the Town of Brant, on behalf of the Town's Lotus Bay and Brant-Farnham Sewer Districts, has requested Erie County Sewer District No. 2 to assume ownership of the Town Sewer Districts and their facilities; and

WHEREAS, an intermunicipal agreement is necessary to consolidate the ownership of the Brant Town Sewer Districts with Erie County Sewer District No. 2.

NOW, THEREFORE, BE IT

RESOLVED, that an intermunicipal agreement between the County, on behalf of Erie County Sewer District No. 2; and the Town of Brant, on behalf of the Lotus Bay and Brant-Farnham Sewer Districts; for the purpose of transferring ownership of the Town Sewer Districts' sewer lines and appurtenances to Erie County Sewer District No. 2 is hereby approved, and be it further

RESOLVED, that the County Executive be, and hereby is, authorized to execute said agreement subject to approval as to form by the County Attorney; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send two (2) certified copies of the Resolution to Charles J. Alessi, P.E., Deputy Commissioner, Department of Environment and Planning and one (1) certified copy each to Nancy Naples, County Comptroller; Gregory Dudek, Assistant County Attorney; and Joseph Passafiume, Director of Budget, Management and Finance. (6-0) Chairman DeBenedetti present as Ex-Officio Member.

5. Item Page -2002 (Comm. 19E-20)

COUNTY EXECUTIVE

WHEREAS, the County of Erie wishes to assess the potential for wind generated electrical production along the Lake Erie shoreline; and

WHEREAS, it is essential that this natural resource be scientifically evaluated and, if economical, harnessed to benefit Erie County residents and industry; and

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) has agreed to contribute the sum of \$258,000 to study the feasibility of wind energy production; and

WHEREAS, NYSERDA has selected Energy & Environment, Inc., (E & E) of Lancaster to perform the technical tasks and will compensate E & E directly for its services in an amount up to \$201,176; and

WHEREAS, Erie County has been awarded \$56,824 of the total project cost by NYSERDA to manage this project and to oversee the technical work to be performed by E & E and its subcontractors and to identify and address specific project barriers; and

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WHEREAS, in order to initiate this study, the County Executive must be authorized to enter into a three-party agreement with NYSERDA and E & E.

NOW, THEREFORE BE IT

RESOLVED, that the County Executive is hereby authorized to enter into a three-party agreement with NYSERDA and E & E in an amount not to exceed \$258,000 for the purpose of conducting a Lake Erie Shoreline Wind Study, and be it further

RESOLVED, that the unanticipated revenue from the new Erie County Shoreline Wind Resource Study is hereby appropriated in the grant fund for the period June 14, 2002, to December 31, 2003, as follows:

REVENUES:

<u>Account</u>	<u>Description</u>	<u>Budget</u>
553-300	State Aid -- NYSERDA	\$56,824
Total Revenues		\$56,824

APPROPRIATIONS:

<u>Account</u>	<u>Description</u>	<u>NYSERDA Funds</u>
824	Local Travel and Mileage	\$ 250
825	Out of Area Travel	3,000
826	Other	1,500
830	Contractual Services	22,000
880-6200	Interfund Exp Non-Sub	
	Environment and Planning	28,824
933	Lab Technical Equipment	1,250
Total Appropriations		\$56,824

and be it further

RESOLVED, that certified copies of this resolution be sent to the Director of Budget, Management and Finance; Laurence K. Rubin, Commissioner of Environment and Planning; Michael Raab, Deputy Commissioner of Environment and Planning; the County Comptroller; and the County Attorney. (6-0) Chairman DeBenedetti present as Ex-Officio Member.

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6. Item Page -2002 (Comm. 19E-21)

COUNTY EXECUTIVE

WHEREAS, the Erie County Department of Environment and Planning has the responsibility for coordinating the New York State Agricultural District Re-certification Process for seventeen districts within Erie County; and

WHEREAS, the Department of Environment and Planning is currently coordinating the re-certification of the following agricultural districts

1. Wales
2. Brant/Evans #1
3. Brant/Evans #2
4. Elma

and

WHEREAS, the primary planner responsible for coordinating the aforementioned process retired from County service in September 2002 thereby leaving a void in expertise relative to the agricultural district process and other rural planning services,

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is hereby authorized to execute a Rural Planning Personal Services Contract with Chester C. Jandzinski, residing at 1650 Hall Road, Elma, New York 14059; and be it further

RESOLVED, that the agreement shall include an authorized contract amount not to exceed \$9,200; and be it further

RESOLVED, that the purpose of said agreement shall be to coordinate the re-certification of various Erie County Agricultural Districts with the New York State Department of Agriculture and Markets, and other rural planning services as deemed appropriate by the Department of Environment and Planning; and be it further

RESOLVED, that the source of funds shall be money available within Project 825, Account 821, Dues & Fees and Project 835, Account 821, Dues & Fees; and be it further

RESOLVED, that certified copies of this resolution shall be forwarded to the County Comptroller, the Commissioner of the Department of Environment and Planning, the Commissioner of Personnel, and the Director of the Division of Budget, Management, and Finance.

(6-0) Chairman DeBenedetti present as Ex-Officio Member.

7. Item Page -2002 (Comm. 19E-23)

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COUNTY EXECUTIVE

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) awarded the Department of Environment and Planning (DEP) a grant to establish the Erie County Solid Waste Reduction and Recycling Project; and

WHEREAS, additional grant funding was subsequently awarded to the DEP; and

WHEREAS, through Legislative resolution (Comm. 13E-32) dated July 11, 2002, a revised budget was established for the Project; and

WHEREAS, the United States Environmental Protection Agency (USEPA) – Great Lakes National Program Office has provided \$35,000 to the DEP to expand the program services to include the recycling of fluorescent lights, ballast, and televisions; and

WHEREAS, Buffalo State College (BSC) has provided \$3,745 in funding to assist with planning workshops for a Pollution Prevention project; and

WHEREAS, changes in the budget of the Solid Waste Reduction and Recycling Project (SFG #394) are necessary to meet the needs of the changing scope of work.

NOW, THEREFORE BE IT

RESOLVED, that the County Executive is hereby authorized to execute the necessary agreements to accept a grant of \$35,000 from the USEPA to expand program services to include the recycling of fluorescent lights, ballast, and televisions, and be it further

RESOLVED, that the County Executive is hereby authorized to execute the necessary agreements to accept a grant of \$3,745 from BSC to assist with planning workshops for a Pollution Prevention project, and be it further

RESOLVED, that the existing grant budget for the Solid Waste Reduction and Recycling Project (SFG #394) is hereby revised to include the new grant resources as follows:

REVENUES:

<u>Account</u>	<u>Description</u>	<u>Current Budget</u>	<u>Revisions</u>	<u>Revised Budget</u>
553	State Aid	\$160,530	0	\$160,530
686-6201	Interfund Revenue-Community Development	25,285	0	25,285
686-6200	Interfund Revenue-Environment and Planning	178,500	0	178,500
641	Federal Aid	33,200	0	33,200

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360	Other Local Source	20,000	0	20,000
GLBP	Grant Funding	18,000	0	18,000
NESCAUM	Grant Funding	7,000	0	7,000
USEPA	Grant Funding	0	35,000	35,000
BSC	Grant Funding	0	3,745	3,745
Total Revenues		\$442,515	\$38,745	\$481,260

APPROPRIATIONS:

<u>Account</u>	<u>Description</u>	<u>Current Budget</u>	<u>Revisions</u>	<u>Revised Budget</u>
800	Salaries	\$158,897.00	18,041	\$176,938.00
805	Fringe Benefits	41,735.00	4,244	45,979.00
810	Office Supplies	1,800	730	2,530.00
824	Local Travel and Mileage	600.00	0	600.00
825	Out of Area Travel	1,700.00	0	1,700.00
826	Other	30,473.84	730	31,203.84
830	Contractual Services	207,309.16	15,000	222,309.16
Total Appropriations		\$442,515.00	\$38,745	\$481,260.00

and be it further

RESOLVED, that certified copies of this resolution be sent to the Director of Budget, Management and Finance; Laurence K. Rubin, Commissioner of Environment and Planning; Michael Raab, Deputy Commissioner of Environment and Planning; the County Comptroller; the Commissioner of Personnel; and the County Attorney.

(6-0) Chairman DeBenedetti present as Ex-Officio Member.

8. Item Page -2002 (Comm. 19E-24)

COUNTY EXECUTIVE

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) has solicited for proposals in accordance with its Program Opportunity Notice (PON) No. 723-02 offering to fund projects for the implementation of innovative and energy efficient wastewater disinfection technologies at municipal wastewater treatment facilities; and

WHEREAS, the Department of Environment and Planning, based on a NYSERDA funded Flexible Technical Assistance study, has advised the County Legislature that there are benefits to applying for a construction grant under this NYSERDA Program and has recommended application be made for funding these opportunities under NYSERDA's PON No. 723-02; and

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WHEREAS, it is anticipated that NYSERDA may contribute up to \$250,000 for project approval with the balance of the project costs to be paid by the Erie County Sewer District No. 2.

NOW, THEREFORE, BE IT

RESOLVED, that the County's Department of Environment and Planning be authorized and directed to make applications to NYSERDA for funding under PON No. 723-02 in the estimated amount of \$250,000 to implement innovative and energy efficient wastewater disinfection technologies at the Big Sister Wastewater Treatment Plant; and be it further

RESOLVED, that an agreement with NYSERDA to implement the innovative and energy efficient disinfection technology is hereby approved subject to a grant offer being made by NYSERDA; and be it further

RESOLVED, that the County Executive be, and hereby is, authorized to execute said agreement subject to approval as to form by the County Attorney and approval as to content by the Commissioner of the Department of Environment and Planning; and be it further
 (6-0) Chairman DeBenedetti present as Ex-Officio Member.

9. Item Page -2002 (Comm. 19E-25)

COUNTY EXECUTIVE

WHEREAS, the New York State Department of Environmental Conservation has directed Erie County Sewer District No.1 to undertake a sanitary sewer system rehabilitation, in relation to a microchip manufacturing site pre-permitting for which engineering consultant services are necessary; and

WHEREAS, the engineering firm of Parsons Engineering Science, Inc. is recommended by the Department of Environment and Planning based on their proposal to perform the work at a cost not to exceed \$162,130.00; and

WHEREAS, the selection and recommendation is in conformance with section 19.08 of the Administrative Code.

NOW, THEREFORE, BE IT

RESOLVED, that the engineering firm of Parson Engineering Science, Inc. be retained at a cost not to exceed \$162,130.00, and be it further

RESOLVED, that Erie County Comptroller be authorized and directed to allocate \$162,130.00 from Sewer Capital Fund 430, Project 694, for the purpose of a sanitary sewer system rehabilitation project, and be it further

RESOLVED, that the County Executive be, and hereby is, authorized to execute an Agreement with the firm of Parson Engineering Science, Inc., 180 Lawrence Bell Drive,

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Williamsville, New York 14221 to provide the needed engineering services subject to approval as to form by the County Attorney's Office; and be it further

RESOLVED, that the County Comptroller be authorized and directed to allocate \$162,130.00 for payment of the agreement from the Erie County Sewer District Capital Account 430-694 as approved by the Commissioner of Environment and Planning; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send two certified copies of this resolution to Charles J. Alessi, P.E., Deputy Commissioner, Department of Environment and Planning; one copy to Nancy Naples, Erie County Comptroller; Gregory Dudek, Assistant County Attorney and Joseph Passafiume, Director Budget and Management.
 (6-0) Chairman DeBenedetti present as Ex-Officio Member.

10. Item Page -2002 (Comm. 19E-27)

COUNTY EXECUTIVE

WHEREAS, the Erie County Southtowns Sewage Treatment Agency was issued a 25-year easement for its sixty-six inch diameter outfall pipe into Lake Erie by the New York Office of General Services, as recorded in the Department of State, Volume 21 of Miscellaneous Deeds and Title Papers at Page 692, and,

WHEREAS, the easement expires on December 1, 2003 and needs to be renewed,

NOW THEREFORE BE IT,

RESOLVED, that an application for renewal of the term of the easement be made to the New York Office of General Services for the longest term allowable, and be it further,

RESOLVED, that certified copies of this resolution be sent to the New York Office of General Services, care of Thomas A. Pohl, Senior Attorney, Office of General Services, Mayor Erastus Corning 2nd Tower, Albany, New York 12242, Gregory Dudek, Assistant County Attorney and Charles Alessi, Deputy Commissioner, Department of Environment and Planning and Nancy Naples, Erie County Comptroller.

(6-0) Chairman DeBenedetti present as Ex-Officio Member.

GEORGE A. HOLT, JR.
CHAIRMAN

MR. HOLT moved to separate item #5 and moved the approval of the balance of the report.
 MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

MR. HOLT moved the approval of item #5. MR. McCARVILLE seconded.

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CHAIRMAN DeBENEDETTI directed a roll call vote be taken.

AYES: DALE, DUSZA, FISHER, HOLT, KUWIK, MARINELLI, PEOPLES, SCHROEDER, SWANICK, CHASE, CUSACK, DeBENEDETTI, FALKNER, LARSON, McCARVILLE, & RANZENHOFER. ABSTAIN: WEINSTEIN.

CARRIED.

Item 22 – MS. CHASE presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 435

October 24, 2002

PUBLIC SAFETY
 COMMITTEE
 REPORT NO. 12

ALL MEMBERS PRESENT. CHAIRMAN DeBENEDETTI PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, that the following item is hereby received and filed.

	Item	Page	-2002	(Comm. 19M-10)
a.	EC ASSOCIATION OF CHIEFS OF POLICE:			Letter to Legislator Chase Re: Support for Timely Completion of Public Safety Campus.
				(5-0)

	Item	Page	-2002	AS AMENDED (Comm. 16E-18)
2.	COUNTY EXECUTIVE			

WHEREAS, New York State Division of Criminal Justice Services has provided the District Attorney's Office with PCMS, a case management software system, and

WHEREAS, it is necessary to contract with Autotask to provide the District Attorney's office with the required modifications necessary to tailor the PCMS software to the needs of the office and the County, and

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, it is necessary to transfer appropriated budget funds in order to provide for the contractual services of Autotask,

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NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is hereby authorized to enter into a contract with Autotask, in an amount not to exceed \$62,000, to provide the necessary modifications to the PCMS software, and be it further

RESOLVED, that \$37,000 in available balances in the Erie County District Attorney's Assets Forfeiture Trust Fund is hereby transferred to the District Attorney's Assets Forfeiture Grant, SFG Project 333, and be it further

RESOLVED, that the Erie County Legislature does hereby provide authorization to reallocate funds within the Asset Forfeiture Grant, 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 GRANT
PROJECT 333 - FUND 280

<u>Revenue</u>	<u>Increase</u>
Acct. 502 District Attorney Asset Forfeitures	<u>\$ 37,000</u>
Total Revenue	<u>\$ 37,000</u>
<u>Appropriation</u>	
Acct. 830 1601 Contractual Services-Autotask	\$ 62,000
Acct. 933 Laboratory & Technical Equip.	<u>(25,000)</u>
Total Appropriations	<u>\$ 37,000</u>

and be it further

RESOLVED, that certified copies of this resolution be forwarded to the Erie County District Attorney, the Erie County Comptroller and the Director of Budget, Management and Finance.
(5-0)

JEANNE Z. CHASE
CHAIRPERSON

MS. CHASE moved the approval of the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 23 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. FALKNER seconded.

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CARRIED UNANIMOUSLY.

RESOLUTION NO. 436

October 24, 2002

HUMAN SERVICES
 COMMITTEE
 REPORT NO. 13

ALL MEMBERS PRESENT EXCEPT LEGISLATOR HOLT.

1. RESOLVED, that the following items are hereby received and filed.

- | | Item | Page | -2002 | AS AMENDED
(Intro. 5-2) |
|----|--|---|----------------|-----------------------------------|
| a. | DUSZA: | Calling Upon Congress to Stand Firm on Its Commitment to Protect Americans with Type 2 Diabetes. | | |
| | | (4-0) Legislator Holt absent. | | |
| b. | FISHER: | Letter to Clerk of Legislature Re: "Providing a Safe Working Environment for All County Employees." | (Comm. 12E-21) | |
| | | (4-0) Legislator Holt absent. | | |
| c. | FISHER, SWANICK, HOLT, DALE & HOLT: | Providing a Safe Working Environment for All County Employees. | (Intro. 12-11) | |
| | | (4-0) Legislator Holt absent. | | |
| d. | DUSZA & DALE: | Copy of Letter to Health Commissioner Re: Beach Closures. | (Comm. 16E-12) | |
| | | (4-0) Legislator Holt absent. | | |
| e. | PEOPLES & HOLT: | Letter to Legislator Weinstein Re: West Nile Virus. | (Comm. 18E-33) | |
| | | (4-0) Legislator Holt absent. | | |

2. **AS AMENDED**
 (Intro. 16-1)
DUSZA, WEINSTEIN, LARSON, CHASE, FISHER, KUWIK & PEOPLES
 WHEREAS, commitment to military service is a duty unlike any other requiring a selfless dedication to international defense and national security, and

WHEREAS, Erie County is home to over 110,000 veterans of the United States military, and

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WHEREAS, the City of Lackawanna has more veterans per capita than any other city in the country, and

WHEREAS, Western New York has an integrated Veterans Healthcare Network including primary health care facilities in Buffalo and Batavia and six community-based outpatient centers throughout the region, and

WHEREAS, Buffalo VA Hospital, established in 1950, provides medical, surgical, mental health and long-term care services through a full range of inpatient and outpatient programs, and

WHEREAS, citing financial constraints, the United States Department of Veterans Affairs recently ordered veterans hospital and clinic administrators to discontinue any recruitment, outreach and promotion efforts, and

WHEREAS, in a memo by Department of Veterans Affairs undersecretary Laura Miller to the VA's health network directors, Miller called activities such as health fairs, open houses or enrollment displays at veterans service organization meetings "inappropriate" and prohibited activities such as generalized mailings to veterans, local newspaper or newsletter articles encouraging veterans to enroll and similar public service announcements, and

WHEREAS, according to the Veterans of Foreign Wars, the oldest veterans association in the country, over 300,000 veterans - both new and established VA patients - are on waiting lists for clinic appointments,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby support continued efforts by the federal government to provide United States veterans with the health and mental health services they deserve, and be it further

RESOLVED, that this Honorable Body calls upon United States President George W. Bush and members of the United States Senate and House of Representatives to reverse the Department of Veterans Affairs anti-outreach policy and re-institute a veterans service delivery system that meets the demand for this valued population, and be it further

RESOLVED, that certified copies of this resolution be forwarded to President George W. Bush, the Western New York Delegation of Federal representatives, Department of Veterans Affairs undersecretary Laura Miller, Erie County Department of Veterans Services Director Louis Palma and Buffalo Medical Center Director William F. Feeley.

Fiscal Impact: To be determined.
(4-0) Legislator Holt absent.

3. Item Page -2002 (Comm. 19E-7)

COUNTY EXECUTIVE

WHEREAS, the Erie County Department of Mental Health is responsible for the delivery of a comprehensive range of mental health services for the residents of Erie County, and

WHEREAS, the Erie County Department of Mental Health has been awarded Federal aid in the amount of \$399,026 annually for the three year grant period, July 1, 2002 to June 30, 2005, by the United States Department of Health and Human Services to provide evidenced-based training to teachers, childcare workers, parents, and children 0-5 years of age with or at risk of emotional and behavioral disorders, and

WHEREAS, the Erie County Department of Mental Health has reviewed and approved programs of mental health services from Mid Erie Counseling and Treatment Services, Inc., and

WHEREAS, the Erie County Legislature has already authorized the County and the Department of Mental Health to contract with Mid Erie Counseling and Treatment Services, Inc., and

WHEREAS, no County funds will be required for Erie County to accept these Federal funds to train the teachers, childcare workers, parents, and children 0-5 years of age with or at risk of emotional and behavioral disorders.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive be hereby authorized to accept a three- year grant award for the period July 1, 2002 through June 30, 2005 with the United States Department of Health and Human Services for an annual amount of \$399,026 in Federal aid to train teachers, childcare workers, parents, and children 0-5 years of age with or at risk of emotional and behavioral disorders, and to execute all necessary contracts with the grantor for this award, and be it further

RESOLVED, that the following grant project and budget be established in the Erie County Department of Mental Health to train the teachers, childcare workers, parents, and children 0-5 years of age with or at risk of emotional and behavioral disorders, for the period July 1, 2002 through June 30, 2003, representing year one of the three year period:

Department of Mental Health Grant Funds
 Project Title: Building Mentally Healthy Communities

<u>Account</u>	<u>Description</u>	<u>Appropriation</u>
830-116	Mid Erie Counseling & Treatment, Inc.,	\$399,026
640	Federal Aid	\$399,026

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the source of these funds being 100% United States Department of Health and Human Services Federal aid dollars, and be it further

RESOLVED, that the County Executive be authorized to contract with Mid Erie Counseling and Treatment Services, Inc. for these funds, and be it further

RESOLVED, that certified copies of this resolution be furnished to the Department of Mental Health, the Office of the Comptroller, and the Division of Budget, Management and Finance. (4-0) Legislator Holt absent.

4. Item Page -2002 (Comm. 19E-10)

COUNTY EXECUTIVE

WHEREAS, the Erie County Legislature has already appropriated funds for the Congregate Services Initiative (CSI) and the Long Term Care Ombudsman Program (LTCOP) grants for the period April 1, 2001 through March 31, 2002; and the Title VII Elder Abuse Prevention (Title VII) and Hope for Elderly Independence Program (HOPE) grants for the period January 1, 2002 through December 31, 2002, and

WHEREAS, the New York State Office for the Aging has notified the Department of Senior Services (Department) of final allocations for the CSI, LTCOP and Title VII grant programs, and

WHEREAS, funding under the CSI is designed to support programming in community settings at which elderly people come together for services and activities that respond to their diverse needs and interests; and

WHEREAS, several seniors in Erie County are unaware of the nutritional and social benefits of the congregate dining program and related physical fitness and nutritional intervention programs, and

WHEREAS, the Department of Senior Services wishes to provide special cultural and educational services to participants of congregate dining sites and to seniors in the surrounding communities; and to provide incentive to Erie County seniors to participate in congregate activities, and

WHEREAS, the Department desires to contract with The Community Music School, the MusicalFare Theatre Company and Theatre for Change, Inc. to coordinate and provide these services; and to distribute meal tickets in the community for nonparticipating seniors to attend a congregate meal site, and

WHEREAS, the Department currently contracts with the American Red Cross, Greater Buffalo Chapter to provide ombudsman services under the LTCOP and Title VII grants, and

WHEREAS, the Department desires to amend the contracts with the American Red Cross for the additional funding, and

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WHEREAS, the budgets for these four grants are in need of revision.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive be and hereby is authorized to enter into contracts for the period October 1, 2002 through March 31, 2003 with The Community Music School in the amount of \$9,000; with the MusicalFare Theatre Company in the amount of \$6,000; and the Theatre for Change, Inc. in the amount of \$7,000, to provide special cultural and educational services to participants of dining sites and seniors in the surrounding communities, and be it further

RESOLVED, that the County Executive be and hereby is authorized to amend the contracts with The American Red Cross, Greater Buffalo Chapter, for the periods April 1, 2002 through March 31, 2003 and January 1, 2002 through December 31, 2002, respectively, and be it further

RESOLVED, that the budget for the CSI grant, Project No. 655, be revised as follows:

	CURRENT BUDGET	CHANGES	AMENDED BUDGET
REVENUES			
Account Description			
617 State Aid	\$73,374	\$3,483	\$76,857
TOTAL CHANGE		<u>\$3,483</u>	
APPROPRIATIONS			
830/385 Other Projected Agencies	\$25,937	-\$25,937	\$0
830/xxx Community Music School	0	9,000	9,000
830/xxx MusicFare Theatre	0	6,000	6,000
830/xxx The Theatre for Change	0	7,000	7,000
826 Other Expenses	20,000	7,420	27,420
TOTAL CHANGE		<u>\$3,483</u>	

and be it further

RESOLVED, that the budget for the LTCOP grant, Project No. 657, be revised as follows:

	CURRENT BUDGET	CHANGES	AMENDED BUDGET
REVENUES			
Account Description			
553 State Aid	\$45,325	\$3,387	\$48,712

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TOTAL CHANGE	\$3,387
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APPROPRIATIONS

830/418 American Red Cross	\$45,325	\$3,387	\$48,712
TOTAL CHANGE		\$3,387	

and be it further

RESOLVED, that the budget for the Title VII grant, Project No. 650, be revised as follows:

	CURRENT BUDGET	CHANGES	AMENDED BUDGET
REVENUES			
Account Description			
664 Federal Aid	\$36,683	\$10,396	\$47,079
TOTAL CHANGE		\$10,396	

APPROPRIATIONS

830/418 American Red Cross	\$36,683	\$10,396	\$47,079
TOTAL CHANGE		\$10,396	

and be it further

RESOLVED, that the budget for the HOPE grant, Project No. 666, be revised as follows:

	CURRENT BUDGET	CHANGES	AMENDED BUDGET
APPROPRIATIONS			
Account Description			
805 Fringe Benefits	\$10,546	\$5,400	\$15,946
830/385 Other Projected Agencies	137,999	-5,400	132,599
TOTAL CHANGE		\$0	

and be it further

RESOLVED, that certified copies of this resolution be forwarded to the Division of Budget, Management and Finance, the Comptroller's Office, the Department of Law and the Department of Senior Services.

(4-0) Legislator Holt absent.

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COUNTY EXECUTIVE

WHEREAS, the Erie County Legislature has already appropriated funds for the Congregate Dining Nutrition Program (III-C-1) grant for the period January 1, 2002 to December 31, 2002 and for the Cash in Lieu of Commodities (CIL) grant for the period October 1, 2001 to September 30, 2002; and

WHEREAS, the New York State Office for the Aging (SOFA) has notified the Department of Senior Services (Department) of CIL Award Number 2, and the Department has reviewed the current grant budgets and actual needs of the programs, and

WHEREAS, the budgets for these grants are in need of revision.

NOW, THEREFORE, BE IT

RESOLVED, that the III-C-1 grant, Project 644, be revised as follows:

		CURRENT		AMENDED
		BUDGET	CHANGES	BUDGET
APPROPRIATIONS				
Account	Description			
805	Fringe Benefits	\$107,484	\$31,600	\$139,084
826	Other Expenses	1,247,806	<u>-31,600</u>	1,216,206
	TOTAL CHANGE		<u><u>\$0</u></u>	

and be it further

RESOLVED, that the CIL grant, Project 437, be revised as follows:

		CURRENT		AMENDED
		BUDGET	CHANGES	BUDGET
REVENUES				
Account	Description			
665	Federal Aid	\$719,965	<u>\$17,502</u>	\$737,467
	TOTAL CHANGE		<u><u>\$17,502</u></u>	

APPROPRIATIONS				
826	Other Expenses	\$298,562	-\$92,496	\$206,066
830/141	Meals on Wheels	421,403	<u>109,998</u>	531,401
	TOTAL CHANGE		<u><u>\$17,502</u></u>	

and be it further

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RESOLVED, that certified copies of this resolution be forwarded to the Division of Budget, Management and Finance, the County Attorney's Office, the Comptroller's Office and the Department of Senior Services.
 (4-0) Legislator Holt absent.

BARRY WEINSTEIN, M.D.
CHAIRMAN

MR. WEINSTEIN moved the approval of the resolution. MR. FALKNER seconded.

CARRIED UNANIMOUSLY.

Item 24 – MR. McCARVILLE presented the following resolution and moved for immediate consideration. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 437

October 24, 2002

GOVERNMENT AFFAIRS
 COMMITTEE
 REPORT NO. 13

ALL MEMBERS PRESENT.

1. **RESOLVED**, that the following item is hereby received and filed.

	Item	Page	-2002	(Comm. 19D-4)
a.	COUNTY ATTORNEY:	Notice of Claim.		
	(5-0)			

	Item	Page	-2002	AS AMENDED
2.				(Comm. 19E-9)
	COUNTY EXECUTIVE			

WHEREAS, the American Federation of State, County and Municipal Employees, Local 1095 (hereinafter "AFSCME") filed Grievance Number 64-23,24-00, claiming that one of their members was entitled to a Senior Watch Attendant, JG V, position in the Division of Information and Support Services; and

WHEREAS, the grievant is currently in a Head Laborer, JG IV position in Buildings and Grounds; and

WHEREAS, AFSCME is seeking as back wages the difference between a JG IV and JG V from the present back to January 1, 2002; and

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WHEREAS, the County of Erie and AFSCME wish to settle this matter in the furtherance of harmonious labor relations;

NOW, THEREFORE, BE IT

RESOLVED, the position of Senior Watch Attendant, JG V, be created in the Division of Information and Support Services; and be it further

RESOLVED, sufficient funds be made available in the Division of Information and Support Services to create the position of Senior Watch Attendant, JG V and fund the difference between a JG IV and a JG V from January 01, 2002 until present and henceforth; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the Personnel Department; the Division of Labor Relations; the Division of Budget, Management and Finance; the Division of Information and Support Services and the County Comptroller.
 (5-0)

STEVEN P. McCARVILLE
CHAIRMAN

MR. McCARVILLE moved the approval of the resolution. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

Item 25 – MS. CUSACK presented thee following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 438

October 10, 2002

COMMUNITY ENRICHMENT
 COMMITTEE
 REPORT NO. 14

ALL MEMBERS PRESENT. CHAIRMAN DeBENEDETTI PRESENT AS EX-OFFICIO MEMBER.

ALL ITEMS ARE HEREBY TABLED.

ELISE M. CUSACK
CHAIRPERSON

MS. CUSACK moved the approval of the resolution. MR. WEINSTEIN seconded.

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CARRIED UNANIMOUSLY.

Item 26 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. McCARVILLE seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 439

October 24, 2002

REGIONALISM AD HOC
 COMMITTEE
 REPORT NO. 9

ALL MEMBERS PRESENT. CHAIRMAN DeBENEDETTI PRESENT AS EX-OFFICIO MEMBER.

ALL ITEMS ARE HEREBY TABLED.

BARRY WEINSTEIN, M.D.
CHAIRMAN

MR. WEINSTEIN moved the approval of the resolution. MR. McCARVILLE seconded.

CARRIED UNANIMOUSLY.

LEGISLATORS RESOLUTIONS

Item 27 – CHAIRMAN DeBENEDETTI directed the following resolution to be referred to the REGIONALISM AD HOC COMMITTEE.

GRANTED.

Intro. 20-1 From LEGISLATORS FISHER & PEOPLES Re: Opposing Casino Gaming in Downtown Buffalo.

Item 28 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

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RESOLUTION NO. 440

Re: Support for Extending Service of the
 Niagara & WNY Railroad Company from
 Lockport to Niagara Falls, NY. (Intro. 20-2)

A RESOLUTION SUBMITTED BY LEGISLATORS WEINSTEIN, CUSACK, DeBENEDETTI,
 SCHROEDER, & DALE

WHEREAS, the Niagara & Western New York Railroad Co., Inc. (N&WNYR Co.) is a private venture that has been in operation since July 4, 2002, and operates a scenic excursion train attraction between Lockport and Brockport, New York, and

WHEREAS, the ridership on The Niagara & Western New York Railroad excursion train has far surpassed original estimates, and

WHEREAS, in order for Niagara County and the region to promote and expand this exciting initiative, it is necessary to expand the train's ability to connect with the City of Niagara Falls, New York, and

WHEREAS, said expansion of this rail service will capture a greater visitor market and stimulate interest along the rail route, and

WHEREAS, creating a stop at the Historical Museum in Sanborn will enhance the Sanborn Farm Museum which is under development, and

WHEREAS, CSX Transportation has said that it will consider economic development projects, and

WHEREAS, an Economic-Tourism Rail Proposal has been prepared by the Niagara County Department of Planning, Development & Tourism on behalf of the Niagara & Western New York Railroad Company that requests trackage rights to N&WNYR Co. for a Lockport to Niagara Falls connection, and

WHEREAS, the Erie-Niagara Regional Partnership (ENRP), at its October 4, 2002 general meeting, unanimously endorsed said project, and also unanimously voted to recommend that the Erie and Niagara County Legislatures pass resolutions in support of the project, and

WHEREAS, there would be no cost to the County of Erie to support this most worthwhile project,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby reaffirm its commitment to developing regional tourism attractions as a means of strengthening economic development in our area, and be it further

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RESOLVED, that this Honorable Body does hereby go on record in support of the Economic-Tourism Rail Proposal, prepared by the Niagara County Department of Planning, Development & Tourism on behalf of the Niagara & Western New York Railroad Company, that requests CSX trackage rights to N&WNYR Co. for a Lockport to Niagara Falls connection with a stop at the Historical Museum in Sanborn, and be it further

RESOLVED, that certified copies of this resolution be sent to CSX Corporation Chairman, President and CEO John W. Snow, Niagara County Department of Planning, Development & Tourism Commissioner Samuel M. Ferraro, CSX Transportation Resident Vice President, State Relations John Casellini, N&WNYR Co. President & CEO Philip B. Nickse, City of Niagara Falls Mayor Irene J. Elia, Town of Lewiston Supervisor Sandra Maslen, Sanborn Area Historical Society President James Cranston, Niagara County Legislature Chairman Bradley E. Erck, Niagara USA Chamber President & CEO Robert L. Newman, Empire State Development Vice President/ Regional Director Luke D. Rich, NY State Department of Transportation Region 5 Director Brian Rowback, GBNRTC Executive Director Hal Morse, Monroe County Planning Director Rocco DiGiovanni, Orleans County Planning Director Wayne Hale, Genesee Transportation Council Program Manager Richard Perrin, New York State Senators Hon. George D. Maziarz and Hon. Byron W. Brown, New York State Assemblywoman Hon. Francine DelMonte, United States Senator Hon. Charles Schumer, United States Senator Hon. Hillary Rodham Clinton, and United States Representative Hon. John J. LaFalce.

Fiscal Impact: None for resolution.

MR. WEINSTEIN moved to amend the resolution to include ET AL sponsorship. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

MR. WEINSTEIN moved the approval of the resolution as amended. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

Item 29 – MR. LARSON presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 441

Re: Funding for Various Community
 Organizations. (Intro. 20-3)

A RESOLUTION SUBMITTED BY LEGISLATOR LARSON

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WHEREAS, the Legislature set aside funds in the 2002 Erie County Budget for use by worthy community organizations and governmental agencies, and

WHEREAS, this funding may be provided by the County of Erie to local community organizations and agencies for the purposes of assisting our youth or senior citizens, and to assist in crime fighting, emergency services, or other types of neighborhood-based service delivery, and

WHEREAS, the Legislature must pass an enabling resolution such as this to effect transfer of funds,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$20,000 from the Legislature – Contractual fund (110905100830) to Fund 110, Project 921, Department 301 Agency Payments & Grants – Public Benefit Services (110921301830) for payment to the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>AMOUNT</u>
Holland Library <i>(education)</i>	830/	\$10,000
Lancaster Community Development Corp <i>(economic development)</i>	830/	\$10,000
TOTAL		\$20,000

And be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract with the agency cited, and be it further

RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; First Assistant County Attorney Susannah M. Bochenek; Holland Library; Joseph Giallanza, Lancaster Community Development Corp (5423 Broadway, Lancaster, NY 14086)

Fiscal Impact: Appropriation of 2002- budgeted funds

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MR. LARSON moved the approval of the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 30 – MR. McCARVILLE presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 442

Re: Funding for Various Community
 Organizations. (Intro. 20-4)

A RESOLUTION SUBMITTED BY LEGISLATOR McCARVILLE

WHEREAS, the Legislature set aside funds in the 2002 Erie County Budget for use by worthy community organizations and governmental agencies, and

WHEREAS, this funding may be provided by the County of Erie to local community organizations and agencies for the purposes of assisting our youth or senior citizens, and to assist in crime fighting, emergency services, or other types of neighborhood-based service delivery, and

WHEREAS, the Legislature must pass an enabling resolution such as this to effect transfer of funds,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$2,000 from the Legislature – Contractual fund (110905100830) to Fund 110, Project 921, Department 301 Agency Payments & Grants – Public Benefit Services (110921301830) for payment to the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>AMOUNT</u>
YMCA of Greater Buffalo (youth programming)	830/0390	\$2,000
TOTAL		\$2,000

And be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract with the agency cited, and be it further

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RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; First Assistant County Attorney Susannah M. Bochenek; President, John D. Murray, YMCA of Greater Buffalo (280 Cayuga Road, Buffalo, NY 14225)

Fiscal Impact: Appropriation of 2002- budgeted funds

MR. McCARVILLE moved to amend the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

- DELETE the first RESOLVED Clause in its entirety and REPLACE with:

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$9,500 from the Legislature – Contractual fund (110905100830) to Fund 110, Project 921, Department 301 Agency Payments & Grants – Public Benefit Services (110921301830) for payment to the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>AMOUNT</u>
YMCA of Greater Buffalo <i>(youth programming)</i>	830/0390	\$2,000
Claddagh Commission, Inc. <i>(adult day care services)</i>	830/1564	\$7,500
TOTAL		\$9,500

And be it further,

- In the last RESOLVED clause, ADD the following:

Patrick Guerin, Executive Director, Claddagh Commission (7200 Lake Shore Road, P.O. Box 266, Derby, NY 14047)

MR. McCARVILLE moved the approval of the resolution as amended. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 31 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. FALKNER seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 443

Re: Transfer of Funds – Erie County
 Legislature. (Intro. 20-5)

A RESOLUTION SUBMITTED BY LEGISLATORS DeBENEDETTI & WEINSTEIN

WHEREAS, the Erie County Legislature’s 2002 adopted departmental budget, in part, includes funding for ‘Utility Charges’, ‘Dues & Fees’ and ‘Other Expenses’, and

WHEREAS, ‘Utility Charges’ primarily consist of telephone expenses at legislative district offices and a portion of ‘Dues & Fees’ is designated for the publication of legal notices including bond resolutions, sewer district-related matters and public hearing notices, and

WHEREAS, the unanticipated addition of a legislative district office this year and an unusually large number of items requiring publication have caused both ‘Utility Charges’ and ‘Dues & Fees’ to be under funded for the remainder of 2002, and

WHEREAS, the Legislature has determined that a transfer of funds within its departmental budget is necessary to provide for the anticipated expenses in these accounts for the balance of the year,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$7,500.00 from Legislature - ‘Other Expenses’ (DAC 110905100826) to the following accounts:

<u>ACCOUNT</u>	<u>DAC</u>	<u>2002</u> <u>ADOPTED</u>	<u>AMOUNT</u> <u>ADDED</u>	<u>NEW</u> <u>AMOUNT</u>
UTILITY CHARGES	110905100820	\$ 49,857	\$ +5,000	\$ 54,857
DUES & FEES	110905100821	\$ 22,962	\$ <u>+2,500</u>	\$ 25,462
		Total	\$ +7,500	

And be it further

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RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete all necessary paperwork to effectuate this transfer of funds, and be it further

RESOLVED, that a certified copy of this resolution be sent to the Division of Budget, Management & Finance and to the Erie County Comptroller.

Fiscal Impact: Transfer of 2002 Budgeted Funds.

MR. WEINSTEIN moved the approval of the resolution. MR. FALKNER seconded.

CARRIED UNANIMOUSLY.

Item 32 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 444

Re: Restoring City of Buffalo Snow Removal
 Funds to 2002 Erie County Budget. (Intro. 20-
 6)

A RESOLUTION SUBMITTED BY LEGISLATOR DeBENEDETTI

WHEREAS, the county owns over 1,100 centerline miles of roads in Erie County, and is therefore responsible for the maintenance and plowing of those roads – either through direct action or agreement with municipalities where the county pays the locality to work on county roads, and

WHEREAS, none of those roads are located in the City of Buffalo, meaning that Erie County provides no service to or funding for any road in the core city of the region, and

WHEREAS, to correct this historic inequity, the County of Erie began budgeting a contribution to the City of Buffalo for snow removal in 1996, and

WHEREAS, this funding was also allocated in 1997, 1998, 1999, 2000, and 2001, and

WHEREAS, this most worthwhile contribution was left out of the county's 2002 budget, and

WHEREAS, it is entirely appropriate to restore funding for City of Buffalo snow removal,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby reaffirm its commitment to the strength and vibrancy of the core city of our county and the entire region, and be it further

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RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$300,000 from the County-Wide Accounts – Budget, Tobacco Trust Fund Residuals fund (1109233105280100) to Fund 110, Project 904, Department 303 Extraordinary County Aid to Local Governments, (DAC:110904303830), for paying the following agency:

<u>NAME</u>	<u>LINE</u>	<u>AMOUNT</u>
Buffalo Snow Removal	830/0861	\$300,000
TOTAL		\$300,000

and be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract the agency cited, and be it further

RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; and First Assistant County Attorney Susannah M. Bochenek.

Fiscal Impact: Appropriation of 2002- budgeted funds.

MR. SWANICK moved to amend the resolution. MS. PEOPLES seconded.

CARRIED UNANIMOUSLY.

ADD the following Co-Sponsors: SWANICK, KUWIK, SCHROEDER, HOLT, FISHER, DALE, PEOPLES, DUSZA & MARINELLI

MR. WEINSTEIN moved the approval of the resolution as amended. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

Item 33 – MS. FISHER presented the following resolution and moved for immediate consideration. MS. PEOPLES seconded.

CARRIED UNANIMOUSLY.

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RESOLUTION NO. 445

Re: Reallocation of Funds for Youth
 Organization. (Intro. 20-7)

A RESOLUTION SUBMITTED BY LEGISLATOR FISHER

WHEREAS, the Legislature set aside funds in the 2002 Erie County Budget for use by worthy community organizations and governmental agencies, and

WHEREAS, this funding may be provided by the County of Erie to local community organizations and agencies for the purposes of assisting our youth or senior citizens, and to assist in crime fighting, emergency services, or other types of neighborhood-based service delivery, and

WHEREAS, the Legislature must pass an enabling resolution such as this to effect transfer of funds,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$5,000 within Fund 110, Project 921, Department 301 Agency Payments & Grants - Public Benefit Services, (DAC: 110921301830), for paying the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>OLD AMOUNT</u>	<u>+/-</u>	<u>NEW AMOUNT</u>
Delaware Park Soccer Club	830/1455	\$5,000	(\$5,000)	-0-
Olmsted Park – Delaware Park (soccer field)	830/	-0-	\$5,000	\$5,000
TOTAL			-0-	

and be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract with the agency cited, and be it further

RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

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RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; First Assistant County Attorney Susannah M. Bochenek; Olmsted Park – Delaware Park.

Fiscal Impact: Appropriation of 2002- budgeted funds

MS. FISHER moved the approval of the resolution. MS. PEOPLES seconded.

CARRIED UNANIMOUSLY.

Item 34 – MR. RANZENHOFER presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 446 Re: Funding for Various Community Organizations. (Intro. 20-8)

A RESOLUTION SUBMITTED BY LEGISLATOR RANZENHOFER

WHEREAS, the Legislature set aside funds in the 2002 Erie County Budget for use by worthy community organizations and governmental agencies, and

WHEREAS, this funding may be provided by the County of Erie to local community organizations and agencies for the purposes of assisting our youth or senior citizens, and to assist in crime fighting, emergency services, or other types of neighborhood-based service delivery, and

WHEREAS, the Legislature must pass an enabling resolution such as this to effect transfer of funds,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$17,000 from the Legislature – Contractual fund (110905100830) to Fund 110, Project 921, Department 301 Agency Payments & Grants – Public Benefit Services (110921301830) for payment to the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>AMOUNT</u>
Clarence Hollow Merchants Assoc. <i>(economic development initiative)</i>	830/	\$2,000

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Clarence Chamber of Commerce <i>(economic development initiative)</i>	830/1134	\$5,000
Akron Chamber of Commerce <i>(economic development initiative)</i>	830/1129	\$5,000
Clarence Swim Club <i>(youth swim program)</i>	830/1149	\$5,000
TOTAL		\$17,000

And be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract with the agency cited, and be it further

RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; First Assistant County Attorney Susannah M. Bochenek; Clarence Hollow Merchants Association; Clarence Chamber of Commerce; Akron Chamber of Commerce; and to Clarence Swim Club, Inc.

Fiscal Impact: Appropriation of 2002- budgeted funds

MR. RANZENHOFER moved the approval of the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 35 – MS. CUSACK presented the following resolution and moved for immediate consideration. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 447

Re: Funding for Various Community
Organizations. (Intro. 20-9)

A RESOLUTION SUBMITTED BY LEGISLATOR CUSACK

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WHEREAS, the Legislature set aside funds in the 2002 Erie County Budget for use by worthy community organizations and governmental agencies, and

WHEREAS, this funding may be provided by the County of Erie to local community organizations and agencies for the purposes of assisting our youth or senior citizens, and to assist in crime fighting, emergency services, or other types of neighborhood-based service delivery, and

WHEREAS, the Legislature must pass an enabling resolution such as this to effect transfer of funds,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$7,832 from the Legislature – Contractual fund (110905100830) to Fund 110, Project 921, Department 301 Agency Payments & Grants – Public Benefit Services (110921301830) for payment to the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>OLD AMOUNT</u>	<u>+/-</u>	<u>NEW AMOUNT</u>
Amherst Senior Center (<i>senior van</i>)	830/1164	\$15,300	\$7,832	\$21,132
TOTAL			\$7,832	

and be it further

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$47,834 within Fund 110, Project 921, Department 301 Agency Payments & Grants - Public Benefit Services, (DAC: 110921301830), for paying the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>OLD AMOUNT</u>	<u>+/-</u>	<u>NEW AMOUNT</u>
Clean Communities Of WNY	830/0538	\$45,334	(\$45,334)	-0-
Ellicott Creek Fire Co.	830/1458	\$2,500	(\$2,500)	-0-
Amherst Senior Center (<i>senior van</i>)	830/	\$23,132	\$168	\$23,300
Central Amherst Little				

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League <i>(safety improvements)</i>	830/	-0-	\$10,000	\$10,000
Town of Amherst <i>(Kingsgate Park)</i>	830/0653	\$23,824	\$2,500	\$26,324
Upper West Arts Center <i>(arts programming)</i>	830/1166	-0-	\$2,500	\$2,500
Angels Among Us <i>(defibrillators)</i>	830/1589	\$28,000	\$4,000	\$32,000
Graycliff Conservancy <i>(restoration project)</i>	830/1192	\$10,000	\$5,000	\$15,000
Literacy Volunteers Of America <i>(reading program)</i>	830/0344	-0-	\$2,500	\$2,500
Town of Amherst <i>(Fetto Park)</i>	830/0653	\$26,324	\$2,500	\$28,824
Town of Amherst Highway Department <i>(training expenses)</i>	830/	-0-	\$5,000	\$5,000
Buffalo Museum Of Science <i>(Upgrading Camp Wee Explorer)</i>	830/	-0-	\$8,666	\$8,666

And be it further

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$5,000 from the Legislature – Contractual Expense (DAC: 110905100830) to Erie County Department of Parks, Recreation and Forestry (DAC:110942640911931) for Grover Cleveland Golf Course, and be it further

RESOLVED, that the Erie County Executive is hereby authorized to enter into contract with the agency cited, and be it further

RESOLVED, that the Clerk of the Legislature and the Director of the Division of Budget, Management & Finance are hereby authorized to complete any paperwork necessary to effectuate this transfer of funds, and be it further

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RESOLVED, that certified copies of this resolution be sent to County Executive Joel A. Giambra; County Comptroller Nancy A. Naples; Budget Director Joseph A. Passafiume; Kelly Brown – First Administrative Assistant Erie County Legislature; First Assistant County Attorney Susannah M. Bochenek; Central Amherst Little League; Amherst Senior Center; Town of Amherst; Upper West Arts Center; Grover Cleveland Golf Course; Angels Among Us; Graycliff Conservancy; Literacy Volunteers of America; Town of Amherst; Town of Amherst Highway Department; Buffalo Museum of Science.

Fiscal Impact: Appropriation of 2002- budgeted funds

MS. CUSACK moved to amend the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

- DELETE the second RESOLVED Clause in its entirety and REPLACE with:

RESOLVED, that the Erie County Legislature does hereby approve the transfer of \$45,334 within Fund 110, Project 921, Department 301 Agency Payments & Grants - Public Benefit Services, (DAC: 110921301830), for paying the following agencies:

<u>NAME</u>	<u>LINE</u>	<u>OLD AMOUNT</u>	<u>+/-</u>	<u>NEW AMOUNT</u>
Clean Communities Of WNY	830/0538	\$45,334	(\$45,334)	-0-
Ellicott Creek Fire Co.	830/1458	\$2,500	(\$2,500)	-0-
Amherst Senior Center <i>(senior van)</i>	830/	\$23,132	\$168	\$23,300
Central Amherst Little League <i>(safety improvements)</i>	830/	-0-	\$10,000	\$10,000
Town of Amherst <i>(Kingsgate Park)</i>	830/0653	\$23,824	\$2,500	\$26,324
Upper West Arts Center <i>(arts programming)</i>	830/1166	-0-	\$2,500	\$2,500
Angels Among Us	830/1589	\$28,000	\$4,000	\$32,000

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(defibrillators)

Graycliff Conservancy <i>(restoration project)</i>	830/1192	\$10,000	\$5,000	\$15,000
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Literacy Volunteers Of America <i>(reading program)</i>	830/0344	-0-	\$2,500	\$2,500
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Town of Amherst Highway Department <i>(training expenses)</i>	830/	-0-	\$5,000	\$5,000
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Buffalo Museum Of Science <i>(Upgrading Camp Wee Explorer)</i>	830/	-0-	\$8,666	\$8,666
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TOTAL			\$45,334	
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MS. CUSACK moved the approval of the resolution as amended. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

* Please see Items 128, 129, and 130 of this session for further action on the above item.

COMMUNICATIONS DISCHARGED FROM COMMITTEE

Item 36 – MR. RANZENHOFER moved to discharge the ECONOMIC DEVELOPMENT COMMITTEE from further consideration of Comm. 19E-14. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 448

Re: Buffalo Convention Center
Renovations.

MR. RANZENHOFER moved to amend the resolution. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

ADD the following:

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WHEREAS, the Department of Public Works received bids on October 24, 2002 for the Buffalo Convention Center Interior Renovations, and

WHEREAS, the Department of Public Works is recommending award to the lowest responsible bidders,

NOW, THEREFORE, BE IT,

RESOLVED, that the County Executive be authorized to enter into the following contracts for the Buffalo Convention Center Interior

Renovations:

GENERAL CONSTRUCTION WORK

Cloverbank Construction	Base Bid	\$349,900.00
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ELECTRICAL WORK

IPL Electrical	Base Bid	\$397,000.00
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MECHANICAL WORK

John W. Danforth Co.	Base Bid	<u>\$111,000.00</u>
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Total of all contracts:		\$857,900.00
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and be it further,

RESOLVED, that the sum of \$10,000.00 be allocated to a construction contingency fund with authorization for the Commissioner of Public Works to approve change orders not to exceed the amount of the contingency, and be it further,

RESOLVED, that deduct change orders will result in these funds being returned to the contingency account, and be it further,

RESOLVED, that additional Architectural/Engineering fees be allocated for services during construction in an amount not to exceed \$30,000.00, and be it further,

RESOLVED, that the Comptroller's Office be authorized to make payments for all of the above from the Buffalo Convention Center, Project 285, Fund 410, and be it further,

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RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Office of the Commissioner; one copy to Budget Management & Finance; and one copy to the Comptroller's Office.

MR. RANZENHOFER moved the approval of the resolution as amended. MR. WEINSTEIN seconded.

CARRIED UNANIMOUSLY.

Item 37 – MR. McCARVILLE moved to discharge the GOVERNMENT AFFAIRS COMMITTEE from further consideration of Comm. 19E-8. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 449

Re: Division of Information and Support Services – Personnel Adjustments.

WHEREAS, the Erie County Division of Information and Support Services as presently staffed is unable to properly provide the level of technical support necessary for the new ERP Project, and

WHEREAS, the Erie County Division of Information and Support Services is requesting the addition of one ERP Application Support Analyst Job Group 13, one ERP Training Quality Assurance Specialist, Job Group 13, and one ERP Administrative Assistant, Job Group 5,

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Division of Information and Support Services is authorized to add one ERP Application Support Analyst Job Group 13, one ERP Training Quality Assurance Specialist, Job Group 13, and one ERP Administrative Assistant, Job Group 5, to the budget of the ERP capital project, fund 410 project 265, where sufficient funds are available for this request, and be it further

RESOLVED, that the Director of Budget, Management and Finance is hereby authorized to make any required budget adjustments to implement this request, and be it further

RESOLVED, that certified copies of this resolution shall be forwarded to the Division of Information and Support Services, the Department of Personnel, the Division of Budget, Management and Finance and the Office of the Comptroller.

MR. SWANICK moved to amend the resolution. MR. McCARVILLE seconded.

CARRIED UNANIMOUSLY.

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ADD the following after the second RESOLVE clause:

RESOLVED, that the positions authorized herein shall, upon completion of the ERP project, be eliminated from the county's workforce unless specific subsequent legislation preserving said positions shall be authorized by the Legislature, and be it further

MR. McCARVILLE moved the approval of the resolution as amended. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

SUSPENSION OF THE RULES

Item 38 – MR. WEINSTEIN moved for a suspension of the rules to include an item not on the agenda. MR. RANZENHOFER seconded.

GRANTED.

Comm. 20E-58 From THE COUNTY EXECUTIVE Re: Erie County 2003 Tentative Budget.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

Item 39 – MR. SWANICK moved for a suspension of the rules to include an item not on the agenda. MS. FISHER seconded.

GRANTED.

Comm. 20E-59 From LEGISLATOR SWANICK Re: Recommendation for appointment of Legislator Fisher to the Budget, Finance & Management Committee.

Received and filed.

Item 40 – MR. WEINSTEIN moved for a suspension of the rules to include an item not on the agenda. MR. LARSON seconded.

GRANTED.

Comm. 20E-60 From CHAIRMAN DeBENEDETTI Re: Appointment of Legislator Fisher to the Budget, Finance & Management Committee.

RECEIVED, FILED AND PRINTED.

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ERIE COUNTY LEGISLATURE

November 7, 2002

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

Dear Ms. Manzella:

Pursuant to Rule No. 38 of the "Rules of Order for Erie County Legislative Meetings", and at the request of Minority Leader Charles M. Swanick, I hereby appoint Legislator **Judith P. Fisher** as the Minority's additional appointment to the Budget, Finance & Management Committee.

Sincerely,

ALBERT DeBENEDETTI
Chairman

November 4, 2002

The Honorable Albert DeBenedetti
Chairman
Erie County Legislature
25 Delaware Ave.
Buffalo, NY 14202

Dear Chairman DeBenedetti:

In accordance with Rule 38 of the Rules of the Erie County Legislature, as amended, I hereby recommend Legislator Judith P. Fisher as the Minority Caucus's appointment to the Budget, Finance and Management Committee.

Very truly yours,

CHARLES M. SWANICK
Minority Leader

Item 41 – MR. WEINSTEIN moved for a suspension of the rules to include an item not included on the agenda. MS. CHASE seconded.

GRANTED.

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November 7, 2002

ERIE COUNTY LEGISLATURE

RESOLUTION NO. 450

Re: Appointment to Fill a Vacancy on the Board
of Directors of the Erie County Soil and Water
Conservation District.
(Intro. 20-10)

A RESOLUTION SUBMITTED BY LEGISLATOR WEINSTEIN

WHEREAS, pursuant to state law, the Erie County Legislature must appoint members to the Erie County Soil and Water Conservation District Board of Directors, and

WHEREAS, former Majority Leader John W. Greenan was appointed by this honorable body to serve a one year term as a Director of the Erie County Soil and Water Conservation District, and

WHEREAS, John W. Greenan has tendered his resignation as a Director of the Erie County Soil and Water Conservation District, and

WHEREAS, a vacancy now exists on the Board of Directors of the Erie County Soil and Water Conservation District.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature seeks to fill the vacancy created upon John W. Greenan's resignation from the Board of Directors of the Erie County Soil and Water Conservation District, and be it further

RESOLVED, that the Erie County Legislature does hereby appoint Legislator Jeanne Z. Chase as a Director of the Erie County Soil and Water Conservation District to serve the unexpired term of former Majority Leader John W. Greenan immediately, and further be it

RESOLVED, that certified copies of this resolution be forwarded to the Erie County Soil and Water Conservation District, 50 Commerce Way, East Aurora, NY 14052, Erie County Farm Bureau, 21 S. Grove Street, East Aurora, NY 14052 and Erie County Legislator Jeanne Z. Chase, 184 Buffalo St., Hamburg, NY 14075.

Fiscal Impact: None for the resolution.

MR. WEINSTEIN moved the approval of the resolution. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

Item 42 – MR. WEINSTEIN moved for a suspension of the rules to include an item not on the agenda. MR. LARSON seconded.

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GRANTED.

Comm. 20E-61 From LEGISLATOR WEINSTEIN Re: Appointment of Legislator Larson to serve as the Legislature's Liaison to the Convention and Visitor's Bureau.

RECEIVED, FILED & PRINTED.

November 7, 2002

Honorable Laurie A. Manzella
Clerk
Erie County Legislature
25 Delaware Ave.
Buffalo, NY 14202

Dear Madam Clerk:

As you are aware, due to the resignation of former Majority Leader John W. Greenan from the Greater Buffalo Convention and Visitor's Bureau, there is currently a vacancy on the Board of Directors.

As Majority Leader of the Erie County Legislature, I am appointing Erie County Legislator Dale W. Larson to serve as the Legislature's Liaison to the Convention and Visitor's Bureau to fill this vacancy immediately.

If you have questions, please do not hesitate to call me at my district office.

Sincerely,

Majority Leader Barry A. Weinstein
15th District

CC: Richard Geiger, CVB

BAW:rljs

Item 43 – MR. WEINSTEIN moved for a suspension of the rules to include an item not on the agenda. MR. McCARVILLE seconded.

GRANTED.

Comm. 20E-62 From LEGISLATOR WEINSTEIN Re: Appointment of Legislator McCarville to the Cornell Cooperative Extension.

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ERIE COUNTY LEGISLATURE

RECEIVED, FILED & PRINTED.

November 7, 2002

Honorable Laurie A. Manzella
Clerk
Erie County Legislature
25 Delaware Ave.
Buffalo, NY 14202

Dear Madam Clerk:

Please be advised that due to the resignation of former Majority Leader John W. Greenan from the Cornell Cooperative Extension, there is currently a vacancy on the Board of Directors.

As Majority Leader of the Erie County Legislature, I am appointing Erie County Legislator Steven P. McCarville to serve as the Majority representative to the Cornell Cooperative Extension to fill this vacancy immediately.

If you have questions, please do not hesitate to call me at my district office.

Sincerely,

Majority Leader Barry A. Weinstein
15th District

CC: Cooperative Extension

BAW:rljs

COMMUNICATIONS FROM ELECTED OFFICIALS

FROM LEGISLATOR PEOPLES

Item 44 – (Comm. 20E-1) Copy of Letter to ECMC Chairman of Board of Managers Re: Update on Progress of Search for Permanent CEO.

Received and referred to the HUMAN SERVICES COMMITTEE.

FROM THE COUNTY EXECUTIVE

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ERIE COUNTY LEGISLATURE

Item 45 – (Comm. 20E-2) Veto Message – Local Law Intro No. 8 – 2002 (Pesticide Notification).

CHAIRMAN DeBENEDETTI directed that the item remain on the table.

I have read the transcript of the Public Hearing, conducted in my absence by Deputy County Executive Carl J. Calabrese, and discussed same with him. I have also reviewed written comments received by my office, and a legal opinion given to me by Erie County Attorney Frederick J. Wolf to the effect that said local law is invalid and unenforceable since it is inconsistent with the New York Environmental Conservation Law. After due deliberation thereon, I, Joel A. Giambra, County Executive of Erie County, do hereby DISAPPROVE and VETO Local Law Intro. No. 8-2002, a copy of which is attached hereto, this 17TH day of October 2002.

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

CARRIED UNANIMOUSLY.

RESOLUTION NO. 451

Re: Reappointment to Buffalo & Erie County
 Public Library. (Comm. 20E-3)

RESOLVED, that the Erie County Legislature does hereby confirm the reappointment of Elaine M. Panty of 28 Henrietta Avenue, Buffalo, New York 14207 to the Buffalo & Erie County Public Library Board of Trustees for a term to expire on December 31, 2007.

MR. WEINSTEIN moved the approval of the resolution. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

Item 47 – (Comm. 20E-4) Appointment to ECMC Board of Managers.

Received and referred to the HUMAN SERVICES COMMITTEE.

FROM THE COMPTROLLER

Item 48 – (Comm. 20E-5) Information on Completed Sale of \$60,590,000 of General Obligation Bonds.

Item 49 – (Comm. 20E-6) Information on Completed Sale of \$43,000,000 RAN.

The above two items were received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM LEGISLATORS SWANICK, FISHER & DALE

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ERIE COUNTY LEGISLATURE

Item 50 – (Comm. 20E-7) Copy of Letter to County Executive Re: Request for Confirmation of Comments Made in Regard to Sale of Additional Revenue Anticipation Notes.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE COMPTROLLER

Item 51 – (Comm. 20E-8) Information Concerning EC's Bonded Indebtedness 12/31/99 – 9/30/02.

Item 52 – (Comm. 20E-9) Apportionment & Distribution of 4% Sales Tax Revenue Received by EC from NYS for Month of October.

Item 53 – (Comm. 20E-10) Quarterly Investment Report 7/1/02 – 9/30/02.

The above three items were received and referred to the FINANCE & MANAGEMENT COMMITTEE.

Item 54 – (Comm. 20E-11) ECC Institutional Autonomy.

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

FROM LEGISLATOR SWANICK

Item 55 – (Comm. 20E-12) Copy of Letter to Budget Director Re: Information for EC's Budget Process & Deliberations.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE COMPTROLLER

Item 56 – (Comm. 20E-13) EC's Interim Financial Report for Six Months Ended 6/30/02.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE SHERIFF

Item 57 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

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ERIE COUNTY LEGISLATURE

RESOLUTION NO. 452

Re: Asset Forfeiture Grant Appropriations.
 (Comm. 20E-14)

WHEREAS, procedures have been established by Resolution #Int. 23-3 adopted on December 1, 1994, and

WHEREAS, there are adequate funds available for distribution to the Sheriff's Office in the Asset Forfeiture Trust Account, and

WHEREAS, the Erie County Legislature has the authority, under Article III Section 07.b of the Erie County Administrative Code to waive bidding procedures when deemed impractical by a 2/3 vote of the Legislature, and

WHEREAS, there will be no impact on county tax dollars.

NOW, THEREFORE, BE IT

RESOLVED, that \$35,000 in available balances in the Asset Forfeiture Trust Fund is hereby transferred to the Erie County Sheriff's Office Asset Forfeiture Grant, Project #493, and be it further

RESOLVED, that the following budgetary transactions are hereby authorized:

ERIE COUNTY SHERIFF'S OFFICE ASSET FORFEITURE GRANT - PROJECT #493

<u>REVENUE</u>		<u>Increase</u>
502	Forfeiture Crime Proceeds	<u>35,000</u>
	Total Revenue	<u>35,000</u>
 <u>APPROPRIATION</u>		 <u>Increase</u>
825	Out-of-Area Travel	5,000
930	Automotive Equipment	<u>30,000</u>
	Total Appropriations	<u>35,000</u>

and be it further

RESOLVED, that the Sheriff and Erie County Purchasing are authorized to purchase used automobiles from a selected vendor without competitive bidding, and be it further

RESOLVED, that certified copies be forwarded to the Division of Budget, Management and Finance, the Erie County Comptroller and the Office of the Sheriff for implementation.

MR. WEINSTEIN moved the approval of the resolution. MS. CHASE seconded.

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CARRIED UNANIMOUSLY.

FROM THE COUNTY EXECUTIVE

Item 58 – (Comm. 20E-15) Health – Persons with Special Needs Division – Establishment of a Petty Cash Fund.

Item 59 – (Comm. 20E-16) Health – United Way Barrier Reduction Program.

Item 60 – (Comm. 20E-17) Health – Partners for Prevention Cancer Screening Services.

Item 61 – (Comm. 20E-18) Health – Supplemental Aid to Localities Grant – Medical Examiner's Toxicology Laboratory 4/1/02 – 3/3/04.

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

Item 62 – (Comm. 20E-19) Support for Camp Conservation Project at Buffalo Zoo.

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

Item 63 – (Comm. 20E-20) Web Enabled Advanced Monitoring.

Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 64 – (Comm. 20E-21) Three Rod Road Bridge Emergency Closure.

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 65 – (Comm. 20E-22) Health – Source Water Assessment Program Revision 4/1/99 – 3/31/03.

Received and referred to the HUMAN SERVICES COMMITTEE.

Item 66 – (Comm. 20E-23) Appointment to EMS Advisory Board.

RECEIVED, FILED & PRINTED.

November 4, 2002

The Honorable
Erie County Legislature
25 Delaware Avenue
Buffalo, New York 14202

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November 7, 2002

ERIE COUNTY LEGISLATURE

Re: Appointment to Emergency Medical Services Advisory Board

Dear Members:

Pursuant to the Power vested in me by Erie County Local Law No. 1-1959, Article XI-C.07, I, Joel A. Giambra, Erie County Executive, do hereby appoint the following individual to the Erie County Emergency Medical Services Advisory Board.

APPOINTEE

TERM EXPIRES

Christopher Zak
 5597 County Club Lane
 Hamburg, NY 14075

December 31, 2003

Respectfully submitted,

JOEL A. GIAMBRA
 ERIE COUNTY EXECUTIVE

JAG:bmc

cc: Appointee

Commissioner Anthony J. Billittier, Dept. of Health
 Commissioner Michael V. Walters, Emergency Services
 Deputy Commissioner Gregory W. Skibitsky, Emergency Services
 Nancy Naber, Town of Hamburg Fire Chief Association

Town of Hamburg Fire Chiefs Association

October 10, 2002

County Executive Joel Giambra
 Erie County
 95 Franklin Street
 Buffalo, New York 14202

Dear Mr. Giambra:

On behalf of the Town Hamburg Fire Chiefs Association, we would like to request Christopher Zak be our representative on the Erie County EMS committee.

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If you should have any questions, I can be reached at 310-3300.

Sincerely,

Nancy Naber
 Recording Secretary

Item 67 – (Comm. 20E-24) Probation & Youth Detention Services – Detention Facility Staff Adjustments.

Item 68 – (Comm. 20E-25) Request for Legislative Action to Increase Contract with AIDS Community Services of WNY by \$15,588 in HUD Funds.

Item 69 – (Comm. 20E-26) Social Services – Gateway Longview Respite Contract.

Item 70 – (Comm. 20E-27) Social Services – Salvation Army Contract Increase.

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

Item 71 – (Comm. 20E-28) Parks, Recreation & Forestry – Construction Contingency Increase.

Received and referred to the ECONOMIC DEVELOPMENT COMMITTEE.

Item 72 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 453

Re: Surplus Revenue – Road Repair Reserve
 Fund Public Hearing Request.
 (Comm. 20E-29)

WHEREAS, the Erie County Road Repair Reserve Fund has been established pursuant to Tax Law Section 1432 and General Municipal Law, Section 6-d, and

WHEREAS, the Road Repair Reserve Fund has \$1,341,045.00 available for repairs of roads and bridges in the County during 2002, and

WHEREAS, appropriations from the Road Repair Reserve Fund may be made only following public hearing, and

NOW, THEREFORE, BE IT

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RESOLVED, that a Public Hearing be held by this Legislature on Thursday, November 21, 2002 at 2:00 p.m. in the Legislative Chambers at 25 Delaware Avenue in the City of Buffalo, and be it further

RESOLVED, that the subject of such public hearing shall be the appropriation of \$1,341,045.00 from the Erie County Road Repair Reserve Fund for the following road and bridge repair projects during 2002

2002 TRANSFER TAX PROJECTS

OIL & CHIPPING

COST

HARDT	\$ 11,500.00
ZENNER	10,500.00
NORTH BOSTON	13,300.00
BACK CREEK	16,100.00
GOWANS	8,400.00
MILE BLOCK	28,000.00
DELAMETER	4,400.00
DERBY	15,700.00
DENNIS	6,000.00
QUAKER	36,400.00
STERNS	5,200.00
BREWER	7,300.00
LENOX	10,500.00
MARSHFIELD	8,400.00
ADAMS	7,700.00
TOWNSEND HILL	10,500.00
WHEELER HOLLOW	2,100.00
SPAULDING	3,500.00
TREVETT	18,200.00
WAGNER	14,000.00
VERMONT HILL	72,750.00
VERMONT STREET	17,250.00

ASPHALT OVERLAY

WHITEHAVEN	279,345.00
CAIN	198,000.00
MICHAEL	238,000.00
HOPKINS	123,000.00

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ERIE COUNTY LEGISLATURE

PAVEMENT MARKINGS

VARIOUS ROADS 175,000.00

GRAND TOTAL \$ 1,341,045.00

And be it further

RESOLVED, that the Clerk of the Legislature is directed to publish a Notice of Public Hearing once in each of the official newspapers of the County, at least six days prior to the date of the Public Hearing, and be it further

RESOLVED, that a certified copy of this resolution be forwarded to the Budget Director, Joseph Passafiume; Public Works Commissioner, Maria Lehman; Deputy Commissioner of Highways, Daniel J. Rider; First Assistant County Attorney, Andrew Isenberg; and the Erie County Comptroller, Nancy Naples.

MR. WEINSTEIN moved to amend the resolution. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

DELETE, in its entirety, the first RESOLVE clause, and REPLACE with the following:

RESOLVED, that a Public Hearing be held by this Legislature on Thursday, November 21, 2002 at 2:00 p.m. in the Legislative Chambers in the Ceremonial Courtroom, Part 6, 2nd Floor of the Old County Hall, 92 Franklin Street in the City of Buffalo, and be it further

MR. WEINSTEIN moved the approval of the resolution as amended. MS. CUSACK seconded.

CARRIED UNANIMOUSLY.

Item 73 – (Comm. 20E-30) Surplus Revenue – Road Repair Reserve Fund.

Item 74 – (Comm. 20E-31) Roof Repair – Emergency Response Services – All County Owned Buildings – Contract Allowance Increase.

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

Item 75 – (Comm. 20E-32) Convention Center C/I Performance Program – NYSERDA Funding.

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Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

Item 76 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 454

Re: Agreements with City of Buffalo & Bison
Baseball Re: Dunn Tire Park. (Comm. 20E-33)

WHEREAS, the sports stadium known as Dunn Tire Park and its ancillary facilities have been recognized as a regional asset; and

WHEREAS, this Legislature has previously authorized the County Attorney, the Commissioner of the Department of Environment and Planning, and the Director of the Division of Budget, Management and Finance to conduct negotiations with the City of Buffalo and Bison Baseball, Inc. for agreements concerning the County's participation in the operation, management, repair, continuing use and maintenance, and ownership and/or lease of Dunn Tire Park; and

WHEREAS, this Legislature did approve Home Rule Requests which were forwarded to the New York State Legislature urging the Senate and Assembly to enact certain bills before each house authorizing the participation by the County in the operation of Dunn Tire Park; and

WHEREAS, the Senate did pass Senate Bill No. S5463 and the Assembly did pass Assembly Bill No. A2397 and said bills became a law on August 20, 2002 with the approval of the Governor known as Chapter 439 of the Laws of New York 2002, being an act to authorize the participation of the County of Erie in the operation of a sports stadium and ancillary facilities in the City of Buffalo; and

WHEREAS, the participating County departments have negotiated a "Sublease" and a "Second Sublease" for the operation, maintenance and continued use of Dunn Tire Park within the City of Buffalo and Bison Baseball, Inc.,

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to enter into the Sublease, Second Sublease and any necessary ancillary agreements with the City of Buffalo and Bison Baseball, Inc. for the future operation, maintenance and use of the sports stadium located in the City of Buffalo, presently known as Dunn Tire Park; and be it further

RESOLVED, that certified copies of this Resolution be sent to Joel A. Giambra, Erie County Executive; Joseph Passafiume, Director of the Division of Budget, Management and

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Finance; Laurence K. Rubin, Commissioner of the Department of Environment and Planning; Nancy A. Naples, Erie County Comptroller; and Gregory J. Dudek, Assistant County Attorney.

MR. WEINSTEIN moved to amend the resolution. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

Attachment "A"

SUBLEASE

THIS SUBLEASE dated _____, 2002 ("Sublease") by and among Bison Baseball, Inc., a Delaware corporation duly authorized to do business in New York State having its principal office or place of business at Dunn Tire Park, 275 Washington Street, Buffalo, New York 14203("Bisons"), the City of Buffalo, a municipal corporation of the State of New York, having its principal office at City Hall, Buffalo, New York 14202 ("City") and the County of Erie, a municipal corporation of the State of New York, having its principal office at 95 Franklin Street, Buffalo, New York 14202 ("County").

RECITALS :

WHEREAS, the City is the current fee simple owner of the Stadium Facility Realty and the current owner of the Stadium Facility Equipment; and

WHEREAS, the City leases to the Bisons, and the Bisons lease from the City, the Stadium Facility Realty and the Stadium Facility Equipment (collectively, "Stadium") pursuant to a certain Bison Baseball, Inc. Stadium Lease Sublease dated as of February 25, 1986, as amended (the "Prime Lease"); and

WHEREAS, the Bisons, as sublessor, desire to sublease the Stadium to the City and the County, as sublessees, pursuant to the terms, covenants and conditions of this Sublease; and

WHEREAS, upon the execution and delivery of this Sublease the parties hereto intend to enter into a certain Second Sublease of even date pursuant to which the City and the County, as sub-sublessors, will further sublease the Stadium back to the Bisons as sub-sublessee (the "Second Sublease");

NOW, THEREFORE, in consideration of the foregoing premises and the respective subleases hereinafter set forth, the Bisons, the City and the County hereby agree as follows:

ARTICLE I
Definitions and Representations

1.1 Definitions. Each defined term not otherwise defined herein shall have the meaning given to said term in Schedule 1.1 hereof.

1.2 Representations and Warranties by the City. The City hereby represents and warrants the following to the County and the Bisons:

(a) The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York, has the power and authority to execute, deliver and perform this Sublease.

(b) The execution, delivery and performance of this Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the City and will not violate any provision of law, any order of any court or agency of government, or the charter of the City, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(c) This Sublease constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

1.3 Representations and Warranties by the County. The County hereby makes the following representations and warranties to the City and the Bisons:

(a) The County is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the corporate power and authority to execute, deliver and perform this Sublease.

(b) The execution, delivery and performance of this Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate or governmental action on the part of the County and any other governmental entity required to authorize the same.

(c) This Sublease constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.

1.4 Representations and Warranties by the Bisons. The Bisons hereby make the following representations and warranties to the City and the County:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to conduct business in the State of New York; is not in violation of any provision of its charter; has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Sublease.

(b) The execution, delivery and performance of this Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Bisons and will not violate any provision of law, any order of any court or agency of government, or the charter of the Bisons, or any indenture, agreement or other instrument to which the Bisons is a party or by which it or any of its property is bound, or conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(c) This Sublease constitutes the legal, valid and binding obligation of the Bisons, enforceable against the Bisons in accordance with its terms.

ARTICLE II

Sublease of Stadium and Term

2.1. Sublease of Stadium. The Bisons hereby sublease to the City and the County, and the City and the County hereby sublease from the Bisons, the Stadium for and during the term herein provided and upon and subject to the terms and conditions herein set forth.

2.2. Term. The term of this Sublease shall commence on the date hereof and shall continue through and including March 30, 2008 ("Term"), unless sooner terminated in accordance with the provisions hereof.

ARTICLE III

Rent

3.1. Rent. During the Term, each of the City and the County shall pay to the Bisons One and No More Dollars (\$1.00) as annual rent for the Stadium commencing on the date hereof and on each anniversary of the date hereof.

ARTICLE IV

Prime Lease and Second Sublease

4.1 Abatement of Performance During Term of Second Sublease. During the term of the Second Sublease, all of the terms, covenants and conditions of the Prime Lease and this Sublease shall be deemed to be subject and subordinate to all of the terms, covenants and conditions of the Second Sublease, and the obligations of the respective parties hereto to perform their respective obligations hereunder or under the Prime Lease for the period consisting of the term of the Second Sublease, including, without limitation, all obligations to pay rent or other sums under the Prime Lease or under this Sublease shall be abated. In connection therewith, except as otherwise expressly set forth herein, no failure of a party to hereto to perform its obligations hereunder or under the

Prime Lease during the term of the Second Sublease shall give rise to any claim or remedy in any other party thereto against said failing party. Notwithstanding anything to the contrary contained herein, the foregoing provisions shall not be construed so as to eliminate or otherwise lessen the Bisons rights under Section 3 (b) of the Prime Lease to renew and extend the term thereof, and any action by the Bisons to so exercise said rights during the Term of this Sublease shall have the same force and effect as if taken in the absence of this Sublease, which shall have no effect with respect to the same.

4.2 Reversion to Prime Lease Upon Expiration of Second Sublease. Upon the expiration or sooner termination of the Second Sublease for any reason whatsoever, (i) this Sublease shall automatically terminate therewith and no party shall have any further liability hereunder; and (ii) the Prime Lease shall return to full force and effect, performance thereunder shall be no longer abated and the parties thereto shall perform those obligations required to be performed by them thereunder from and after, but not before, the date upon which this Sublease shall so expire or terminate, including, without limitation, all obligations to pay rent and other sums payable thereunder from and after said date.

ARTICLE V

Miscellaneous

5.1 Assignment or Sublease. No party hereto may at any time assign or transfer this Sublease by operation of law or otherwise, or sublet the whole or any part of the Stadium, without the prior written consent of the other parties.

5.2 Recording and Filing. This Sublease as originally executed or a memorandum thereof may be recorded by the County, the City or the Bisons in the Erie County Clerk's Office, or in such other office as may at the time be provided by law as the proper place for the recordation thereof at the sole cost and expense of the party so recording.

5.3 Further Assurances. Each party hereto shall execute and deliver to the other upon written request such other instruments, conveyances, transfers and assurances as the other party reasonably deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Sublease and any rights of such party hereunder.

5.4 Amendments. This Sublease may be amended only with the written consent of all parties hereto.

5.5 Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Sublease must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended as follows:

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If to the City: Corporation Counsel
City of Buffalo
1100 City Hall
Buffalo, New York 14202

If to the County: Commissioner of
Environment & Planning
Rath Building, 10th Floor
Buffalo, New York 14202

With a simultaneous
copy to: County Attorney
69 Delaware Avenue, Suite 300
Buffalo, New York 14202

If to the Bisons: Jonathan A. Dandes
President
Rich Baseball Operations
Dunn Tire Park
275 Washington Street
Buffalo, New York 14203

With a simultaneous
copy to: William E. Grieshober, Jr.
Senior Legal Counsel
Rich Products Corporation
One West Ferry Street/Box 245
Buffalo, New York 14240

Any party hereto may add additional addresses or change such party's address for purposes of receipt of any such communication by giving ten (10) days prior notice of such change to the other parties hereto in the manner prescribed in this Section 5.5.

5.6 Effective Date; Counterparts. This Sublease shall become effective upon its execution by and delivery to all parties. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5.7 Binding Effect. This Sublease shall inure to the benefit of, and shall be binding upon, the Bisons, the City, the County and their respective successors and permitted assigns.

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5.8 Resolution of Disputes. In the event a dispute arises under this Sublease, the party(ies) making such claim shall deliver notice of the disputed matter(s) in sufficient detail to all other parties to this Sublease. Within thirty (30) days after receipt of such notice, the parties and their respective attorneys shall meet to discuss resolution of the disputed matter(s). Notwithstanding the parties' attempt to resolve the disputed matter(s) under this Section 5.8, the parties shall have the right to exercise their remedies that may be available in law or equity.

IN WITNESS WHEREOF, the City has caused its corporate name to be subscribed hereto by its Mayor pursuant to a resolution duly adopted by the City Common Council, the County has caused its corporate name to be subscribed hereto by its County Executive pursuant to a resolution duly adopted by the County Legislature, and the Bisons has caused its corporate name to be subscribed hereto by its duly authorized officer pursuant to a resolution duly adopted by its Board of Directors, all being and as of the year and day first above written.

CITY OF BUFFALO

By: _____
Anthony M. Masiello, Mayor

COUNTY OF ERIE

By: _____
Joel A. Giambra, County Executive

BISON BASEBALL, INC.

By: _____
Jonathan A. Dandes, President

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

On the ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Anthony M. Masiello**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

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capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

On the ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joel A. Giambra**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

On the ____ day of _____, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jonathan A. Dandes**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule 1.1

(Definitions)

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Stadium Facility Equipment shall mean all machinery, equipment and other tangible personal property provided by the City under, or subject to, the Prime Lease for use in the operation of the Stadium Facility Realty, it being the intent of the parties hereto that all such property so provided under or subject to the Prime Lease shall be provided under and subject to this Sublease. The City and the Bisons stipulate and agree that as of the date hereof the Stadium Facility Equipment consists of, and is limited to, that machinery, equipment and other tangible personal property listed on Exhibit A attached to this Schedule 1.1 and made a part hereof.

Stadium Facility Realty shall mean the land, improvements and all other real property interests demised to the Bisons under, or subject to, the Prime Lease; it being the intent of the parties hereto that any and all real property interests demised to the Bisons under the Prime Lease shall be demised to the City and the County hereunder.

Exhibit A

(List of Stadium Facility Equipment)

[To be Supplied]

MR. WEINSTEIN moved to amend the resolution. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

Attachment "B"

SECOND SUBLEASE

THIS SECOND SUBLEASE dated _____, 2002 ("Second Sublease") by and among the City of Buffalo, a municipal corporation of the State of New York, having its principal office at City Hall, Buffalo, New York 14202 ("City"), the County of Erie, a municipal corporation of the State of New York, having its principal office at 95 Franklin Street, Buffalo, New York 14202 ("County") and Bison Baseball, Inc., a Delaware corporation duly authorized to do business in New York State having its principal office or place of business at Dunn Tire Park, 275 Washington Street, Buffalo, New York 14203("Bisons").

RECITALS:

WHEREAS, the City is the current fee simple owner of the Stadium Facility Realty and the current owner of the Stadium Facility Equipment; and

WHEREAS, the City leases to the Bisons, and the Bisons lease from the City, the Stadium Facility Realty and the Stadium Facility Equipment (collectively, "Stadium") pursuant to a certain Bison Baseball, Inc. Stadium Lease Agreement dated as of February 25, 1986, as amended (the "Prime Lease"); and

WHEREAS, the Bisons, as sublessor, and the City and the County, as sublessees, entered into a certain Sublease Agreement of even date pursuant to which the Bisons sublease the Stadium to the City and the County (the "Sublease Agreement")(the Prime Lease and the Sublease Agreement are hereinafter collectively referred to as the "Prior Leases"); and

WHEREAS, the City and the County, as sub-sublessors, desire to further sublease the Stadium back to the Bisons, as sub-sublessee, pursuant to the terms, covenants and conditions of this Second Sublease;

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements hereinafter set forth, the City, the County and the Bisons hereby agree as follows:

ARTICLE I
Definitions and Representations

1.1 Definitions. Each defined term not otherwise defined herein shall have the meaning given to said term in Schedule 1.1 hereof.

1.2 Representations and Warranties by the City. The City hereby represents and warrants the following to the County and the Bisons:

(a) The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the power and authority to execute, deliver and perform this Second Sublease.

(b) The execution, delivery and performance of this Second Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the City and will not violate any provision of law, any order of any court or agency of government, or the charter of the City, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever other than Permitted Encumbrances.

(c) The City owns good and marketable fee simple title to the Stadium Facility Realty and good and marketable title to the Stadium Facility Equipment, subject only to Permitted Encumbrances.

(d) This Second Sublease constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

1.3 Representations and Warranties by the County. The County hereby makes the following representations and warranties to the City and the Bisons:

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(a) The County is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York, and has the power and authority to execute, deliver and perform this Second Sublease.

(b) The execution, delivery and performance of this Second Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate or governmental action on the part of the County and any other governmental entity required to authorize the same.

(c) This Second Sublease constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.

1.4 Representations and Warranties by the Bisons. The Bisons hereby make following representations and warranties to the City and the County:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to conduct business in the State of New York; is not in violation of any provision of its charter; has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Second Sublease.

(b) The execution, delivery and performance of this Second Sublease and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Bisons and will not violate any provision of law, any order of any court or agency of government, or the charter of the Bisons, or any indenture, agreement or other instrument to which the Bisons is a party or by which it or any of its property is bound, or conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(c) This Second Sublease constitutes the legal, valid and binding obligation of the Bisons, enforceable against the Bisons in accordance with its terms.

ARTICLE II

Modification and Incorporation of Certain Prime Lease Provisions

All of the terms, covenants and conditions of the following sections or paragraphs of the Prime Lease, as modified below, are hereby incorporated into this Second Sublease with full force and effect:

2.1 “6 Bisons' Covenants”. The Bisons covenant and agree that during the Term (as hereinafter defined) of this Second Sublease, the Bisons will:

- (i) play all of their regularly scheduled or re-scheduled home games, home playoff games and home championship games in the Stadium Facility Realty;
- (ii) endeavor to maintain its membership in Triple A level of professional baseball in good standing;
- (iii) hold and maintain any and all rights and franchises to play professional baseball as a member of the International League or other Triple A league in the City of Buffalo, County of Erie, State of New York;
- (iv) attempt to maintain an International League or other Triple A league team of the character and standing required for the conduct of Triple A level professional baseball and use its best efforts to ensure the maximum occupancy of the Stadium for all baseball games and other events held in the Stadium;
- (v) not play or cause to be played any exhibition or pre-season games within a radius of 50 miles from the Stadium;

2.2 “11 Wheelchair Seating Areas. The Bisons shall provide space to wheelchair patrons in such areas designed for such use to all such patrons requiring such accommodations.”

2.3 “19 Nondiscrimination; Affirmative Action.”

(a) The Bisons agree that it shall neither commit nor permit discrimination or segregation by reason of race, creed, color, religion, national origin, ancestry, sex, sexual preference, age, disability or marital status in connection with the operation of the Stadium or any part thereof and that it shall comply with all Federal, State and local laws, ordinances, rules and regulations from time to time in effect prohibiting any such discrimination or segregation. Consistent with the provisions of this Section, in connection with the operation of the Stadium, the Bisons shall require appropriate affirmative action with contractors, subcontractors, labor unions and other entities with which they contract for goods and services, as required by New York State law.

(b) The Bisons shall be bound by and shall include and shall cause to be included the following clauses (i) through (iii) of this Section in all its agreements relating to the Stadium in such a manner that said clauses and contract provisions shall be binding upon the parties with whom such agreements are entered into:

- ‘(i) Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, ancestry, sex, sexual preference, age, disability, or marital status and shall under programs of affirmative action insure that such employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination,

rates of pay or other form of compensation and selection for training or retraining, including apprenticeships and on-the-job training.

- (ii) If Contractor is directed by the City, the County or the Bisons, the Contractor shall request each employment agency, labor union and authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, ancestry, sex, sexual preference, age disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of Contractor's obligation hereunder.
- (iii) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, ancestry, sex, sexual preference, age, disability or marital status.'
- (iv) Contractor shall comply with the provisions of the Civil Rights Law of the State of New York and §§291-299 of the Executive Law of the State of New York and shall furnish all information and reports deemed necessary by the County, the City and the Bisons and shall permit access to its books, records and accounts by the Bisons, the City and the County for the purposes of monitoring compliance with these non-discrimination clauses, the Civil Rights Law and such sections of the Executive Law as required hereunder.
- (v) Contractor shall include the foregoing provisions of subparagraphs (i) through (iii) in every subcontract entered into by it with respect to the performance of its agreement with the County, the City or the Bisons in such a manner that said provisions shall be binding upon the subcontractor. Contractor shall take such action in enforcing the foregoing provisions as the Bisons, the City and/or the County may direct, including sanctions and remedies for noncompliance. If Contractor becomes involved in or is threatened with litigation with any party as a result of such direction, Contractor promptly shall notify the Bisons, the City and the County of such fact and thereafter such parties may intervene in such action.

(c) The Bisons agree that with respect to the operation, maintenance and use of the Stadium (excluding the baseball team and other team management with an employee relationship to the parent team), it will make every effort to achieve an average and overall minority workforce participation goal of 30% or consistent with minority labor force share of the City of Buffalo workforce as defined by the U.S. census (currently reported based on the 1980 census -26%) as included in the City of Buffalo's EEO-4 submittals to the Federal government, whichever is higher.

A participation goal which is consistent with these minority labor force figures will be sought by the Bisons within each applicable function during the Term of this Second Sublease. The Bisons further agree that such participation goals will be included in all subcontracts or delegation of rights and/or responsibilities, whether such delegation be for monetary or other consideration. No provision of this Section shall be construed to mandate dismissal of any employee. The Bisons shall cooperate fully with the City and the County to maximize minority participation in its workforce throughout the Term of this Second Sublease. The County and the City shall have the right, with reasonable notice to annually inspect operations, hold discussions with employees and examine payroll files of the team and/or other entities related to the Stadium for purposes of compliance with this Section.

(d) The Bisons agree to document and to submit to the County and the City during each year of this Second Sublease, an annual affirmative action plan and report of performance which shall detail all of the Bisons' efforts and achievements with respect to its responsibilities under this Section. The plans shall be submitted by November 15 of each year during the Term of this Second Sublease. For purposes of calculating minority workforce participation of seasonal and temporary part time employees, the total of all person hours worked by all temporary part time and seasonal workers shall be divided into the total of all person hours worked by the minority workforce. All others shall be reported on EEO-4 City forms or County equivalent, or EEO -1 corporate forms as prescribed by the City's director of urban affairs and County counterpart.

The Bisons shall be deemed to be in compliance with the minority workforce participation goals of this Section if (a) the Bisons and its subcontractors and assignees have an average and overall minority workforce participation of 30% or more as defined herein and not less than 15% in any function of Stadium operations; or (b) the Bisons, their subcontractors and assignees have made best efforts to meet such overall goal and have achieved in the reporting period, a minority hiring goal of not less than 30% of all new workers hired in each and every Stadium function and not less than 15% minority workforce participation exists in all function of Stadium operations and all subcontractors and labor organizations with which the Bisons enter into agreements are contractually obligated to meet the requirements of this Section.

(e) In the event the Bisons fail or refuse to comply with its obligations under this Section, the City's Director of Urban Affairs or the County's counterpart shall hold a hearing upon reasonable notice and the Bisons shall an opportunity to be heard and the City and/or the County as the case may be shall have the authority to:

- (i) order the Bisons to take specific steps to comply with the provisions of this Section including timetables for action; or
- (ii) only after failure to comply with an order, after a hearing, to meet specific timetables to comply with the provisions of this Section, the County or City may cancel this Second Sublease, upon sixty (60) days notice to the Bisons."

2.4 "21 Right of Entry and Inspection" provided that for purposes hereunder, each reference therein to "this Lease Agreement" shall mean this Second Sublease and any reference therein to "the City" shall mean the City and the County.

2.5 “31 First Right of Refusal – Franchise Relocation; 32a Termination for Expansion; 37 Alterations, Additions and Improvements; 38 Quiet Enjoyment; 39 Waiver of Personal Liability; 40 New York Law, provided that for purposes hereunder, each reference therein to “the City” shall mean the County and the City and each reference to the “Premises” or the “Downtown Stadium” shall mean the Stadium.

ARTICLE III

Sublease of Stadium, Term, Rent and Revenues

3.1. Sublease of Stadium. The City and the County hereby sublease to the Bisons, and the Bisons hereby sublease from the City and the County, the Stadium for and during the Term as herein provided and upon and subject to the terms and conditions herein set forth. The Bisons agree that the City and the County shall have such rights to inspect the Stadium and to enter upon the Stadium Facility Realty, including rights of ingress and egress, as shall be necessary to enable the City and the County to exercise their respective powers, rights, duties and obligations as are set forth in this Second Sublease.

3.2. Term. The term of this Second Sublease shall commence on the date hereof and shall continue through and including March 29, 2008 (“Term”), unless sooner terminated in accordance with the provisions hereof.

3.3. Rent. During the Term of this Second Sublease, the Bisons shall pay to each of the City and the County annual rent for the Stadium in the amounts of \$1.00 each commencing on the date hereof and thereafter on each anniversary of the date hereof.

3.4 Retention of Revenues by Bisons. Commencing on the date hereof and continuing throughout the Term of this Second Sublease, provided the Bisons are not in default under this Second Sublease, the Bisons shall retain, and shall be entitled to, any and all revenue generated by, at or from the operation of, the Stadium, including, without limitation, all revenue derived from ticket sales, suite sales or rentals, food and other concession sales, naming rights, broadcast and television rights, parking, advertising sales and sales of souvenirs and novelties. In connection therewith, the City shall, simultaneously with its execution and delivery of this Second Sublease, assign to the Bisons any and all rights it may have to any of the foregoing in such form and substance as the parties mutually agree, provided that such assignment shall only apply to such revenue earned during the Term of this Second Sublease.

3.5 Revenue and Expense Adjustment. Notwithstanding Section 3.4, the revenue and expenses attributable to the period commencing on the date hereof through and including December 31, 2002 shall be pro rated between the City and the Bisons in a mutually agreeable manner.

ARTICLE IV

Taxes and Utilities

4.1 Taxes. Except as hereinafter expressly provided in this Section 4.1, the Bisons shall not be responsible for the payment of any taxes, assessments, impositions, surcharges, user fees, payments in lieu of taxes, water and sewer rents or charges, or any other governmental or quasi-governmental fee, charge, payment or tax, ordinary or extraordinary, foreseen or unforeseen, whether now existing or hereafter created, which shall be levied or assessed against, or which may or shall become a lien upon, the Stadium, any part thereof or the operation thereof, or which shall be levied or assessed against the Bisons, during the Term of this Second Sublease, including, without limitation, the "Surcharge" as defined in the Prime Lease and Buffalo Place Special Assessment District taxes and/or fees (collectively, "Municipal Taxes"). The City covenants that during the Term, it will be liable for, and pay when due, all Municipal Taxes, if any, imposed during the Term of this Second Sublease.

The City and the County agree not to make any changes during the Term of this Second Sublease with respect to their respective tax policies as the same affect the Stadium or the Bisons unless required by state or federal law.

Nothing contained in this Section 4.1 shall limit or diminish the applicability to the Bisons or the Bisons' responsibility therefor of any New York State or County sales taxes, or federal or New York State income taxes, to the extent required by applicable law.

4.2 Utilities. Throughout the Term of this Second Sublease, the City, in its capacity as a utility customer, shall supply or cause to be supplied from or through public utilities all gas and electricity to the Stadium Facility Realty necessary for the use thereof as actually used by the Bisons in accordance with the provisions hereof (the "Utilities"). All accounts for Utilities are and throughout the Term of this Second Sublease shall remain in the name of the City for the account of the Bisons. The City shall cause the bills for such Utilities to be directed to the Bisons at its corporate offices for direct payment by the Bisons in accordance with Section 4.3 hereof. Throughout the Term of this Second Sublease, the City shall also supply water to the Stadium Facility Realty necessary for the use thereof as actually used by the Bisons in accordance with the provisions hereof at no cost to the Bisons. The City shall not be liable to the Bisons or any third party claiming through the Bisons for any interruption in supply of Utilities or water.

4.3 Utility Payment by Bisons. The Bisons warrant to the City that it shall pay directly to the suppliers of Utilities, all bills for Utilities when due without any demand or offset whatsoever and further warrant payment of any interest or penalties assessed against the Utilities' accounts as a result of the Bisons' late or nonpayment of the same, including but not limited to any costs the City may incur in enforcing this Section 4.3 including attorney fees and the costs of any actions or appeals therefrom. The Bisons' obligations and warranties under this Section 4.3 shall survive the expiration or sooner termination of this Second Sublease.

4.4 Utility Payment Reimbursement by County. For any Lease Year in which the total of the payments made by the Bisons for Utilities pursuant to the provisions of Section 4.3 shall exceed \$400,000.00 ("Utility Ceiling"), the County shall reimburse the Bisons one-half (50%) of the amount of all such payments in excess of the Utility Ceiling incurred during such Lease Year. Within thirty (30) days after the end of each Lease Year, the Bisons shall furnish the County and the City with

copies of the actual bills for Utilities and proof of payment of the same. For each Lease Year in which such payments exceed the Utility Ceiling, the County shall pay its fifty percent (50%) share of such excess within sixty (60) days of its receipt of copies of actual bills and proof of payment thereof from the Bisons. The County's obligations under this Section 4.4 shall be limited to the cost of Utilities used or consumed in the operation of the Stadium during the Term of this Second Sublease and actually paid by the Bisons. The term "Lease Year" as used herein, shall mean each consecutive period of twelve (12) months commencing on the date hereof. The Bisons and the County acknowledge and agree that the Utility Ceiling shall be adjusted on a per diem basis to reflect any period of the Term of this Second Sublease not consisting of a full Lease Year.

4.5 Utility Readings. The City shall cause all meters for Utilities to be read no earlier than one business day before the commencement of the Term of this Second Sublease, and shall cause bills or invoices for the same to be issued to the City and the City shall promptly pay the same when due. Upon the expiration or sooner termination of the Term of this Second Sublease, the Bisons, or if required by said suppliers, the City, shall cause all such meters to be so read, and the Bisons shall pay bills or invoices for the same in accordance with the provisions of Section 4.3 hereof.

ARTICLE V

Operation, Maintenance and Repairs

5.1 Bisons' Operating Obligations. Except as otherwise specifically set forth in this Second Sublease, throughout the Term of this Second Sublease the Bisons shall be solely responsible for all personnel costs and expenses incurred in connection with the use, operation, repair and maintenance of the Stadium, including but not limited to physical plant operating engineers, ticket sellers and takers, ushers, announcers, scoreboard operators, first aid personnel and stand-by ambulance, and other personnel necessary for the proper use and occupancy of the Stadium by the Bisons; provision of such permanent twenty-four hour protection and security at the Stadium as may be reasonably necessary; provision of security personnel on site and inside the Stadium as are necessary and reasonable to maintain order and to protect the person of players, officials, and customers.

5.2 Bisons Repair & Maintenance Obligations. Except as otherwise specifically set forth in this Second Sublease, the Bisons at its sole cost and expense shall provide and maintain all areas of the Stadium in good order and make all necessary and proper repairs thereto or replacements thereof, including but not limited to:

- (i) material Stadium Facility Equipment;
- (ii) the natural turf playing field and related equipment to high levels of standards meeting or exceeding requirements set by the International League for Triple A level of professional baseball, both before and after games, and make all necessary replacements thereto necessary to keep the same in good condition including the natural turf areas of the field, drains, warning track, dugouts, dirt infield, base paths, pitchers mound, each bullpen, netting, padding along walls, fences, foul poles,

batters' boxes, coach's box, foul lines, tarps, flag poles, illumination of the playing field sufficient for color television, public address system, visitors' locker room, equipment and materials required for maintenance of the field including grass cutters, hand tools, hoses, soils, clay, fertilizers, paints, drags, tractors, watering equipment, and equipment required for practices such as batting cages;

- (iii) the scoreboard, signs, and any other furnishings or equipment provided by the Bisons as part of the playing field, including all remote control equipment located in the press box, control wiring conduit from press box to scoreboard, supporting structures and supplemental scoreboards as required, whether such repair be ordinary or extraordinary foreseen or unforeseen;
- (iv) the furnishings within the press and media facilities area located on the Club Level including but not limited to TV and radio booths, public address booth, press and media club, press and media kitchen, press and media workroom, visiting owners' booth, lavatories, owner's booth, camera station, media equipment room, non-public stairway to clubhouses on the service level, player interview rooms in the home and visitor locker areas, camera station on the field, roof and seating areas, reserved parking areas for broadcast vans, and any permanent satellite transmission or reception equipment provided by the Bisons or other mechanical electrical, sound, microwave or similar media equipment provided by or approved by the Bisons for the purpose of press, media, TV, radio, cable or any other related broadcasting purpose;
- (v) all suites and suite furnishings;
- (vi) the Stadium Club, together with lobbies, hallways, and entrances, all Stadium Club Equipment, as that term is defined in the Prime Lease, required to operate the Stadium Club, including kitchen and storage areas;
- (vii) all equipment, furnishings, hook-ups, and leasehold finishes required to operate concessionaire spaces through out all levels of the Stadium, vendor's commissary and offices, food handling, preparation, and storage areas, lockers and locker rooms and operate or cause the same to be operated;
- (viii) all equipment, furnishings, hook-ups, and leasehold finishes required to make the team office operable and operate or cause the same to be operated;
- (ix) all equipment, furnishings, hook-ups and leasehold finishes required to make the Bisons' ticket widows and gift shop operable and operate or cause the same to be operated;
- (x) all equipment, furnishings, hook-ups and leasehold finishes required to make the baseball team clubhouse operable and operate or cause the same to be operated; and

- (xi) all equipment, furnishings, hook-ups and leasehold finishes in all other areas used by the Bisons, such as Bisons Hall of Fame space and operate or cause the same to be operated.

Notwithstanding the provisions of Section 5.2(vii) through Section 5.2(xi), the decision whether to operate the facilities described therein shall be made by the Bisons, in their reasonable discretion, and no obligation of the Bisons to continuously operate such facilities shall be implied from the provisions of such Sections.

5.3 Bisons' Capital Repair Reimbursement Obligations. Except for Non-Reimbursable Repairs (for which Non-Reimbursable Repairs the Bisons shall have no obligation to reimburse the City), the Bisons shall reimburse the City on annual basis during the Term of this Second Sublease for the reasonable cost to the City of City Capital Repairs paid by the City during the Term of this Second Sublease. The amount of the Bisons' reimbursement for a City Capital Repair shall be equal to that portion of the total reasonable cost of the same amortized over the Term of this Second Sublease (taking into account the full useful life of the same extending, if at all, beyond the Term of this Second Sublease) under GAAP. For purposes of the foregoing, the useful life of a City Capital Repair shall be deemed to have commenced on the completion thereof, and shall be deemed to end on such date as may be applicable under GAAP. The City shall deliver to the Bisons a true and complete photostatic copy of each invoice received by the City for the performance of City Capital Repairs evidencing payment by the City of the same, together with the City's invoice to the Bisons for reimbursement of the same. Subject to the foregoing, the Bisons shall pay said City invoice within sixty (60) days after receipt of the same without any demand or offset whatsoever and further warrant payment of any interest or penalties assessed against the City as a result of the Bisons' late or nonpayment of the same. Except for the obligation of the Bisons to pay for that portion of a City Capital Repair amortized over the Term of this Second Sublease as set forth above (or any penalty or interest arising out of the late or nonpayment of same), the obligations of the Bisons under this Section 5.3 shall not survive the expiration or sooner termination of this Second Sublease; it being the intent of the parties hereto that the Bisons shall not be obligated to reimburse the City for that portion of the cost to the City of City Capital Repairs properly allocable to the useful life of the same extending beyond the expiration or sooner termination of this Second Sublease.

5.4 Condition to Reimbursement. Except for Non-Reimbursable Repairs (for which Non-Reimbursable Repairs the Bisons shall have no obligation to reimburse the City), prior to the commencement of a proposed City Capital Repair for which the City shall seek reimbursement from the Bisons pursuant to Section 5.3, the City shall notify the Bisons and the County in writing of the nature and estimated cost of the same, and shall provide to the Bisons such descriptive materials and other information as either shall reasonably require to adequately set forth and describe the nature of the work to be undertaken, the estimated cost to the City thereof, the projected useful life thereof upon completion, the proposed commencement date of said work, the anticipated completion date of said work and such other information as the Bisons shall reasonably require. Within ten (10) business days after receipt by the Bisons of all of the foregoing, the Bisons shall, in its sole and absolute discretion, either consent to the same in writing, in which event the City shall undertake said work and the provisions of Section 5.3 shall apply, or notify the City of the Bisons' rejection of the proposed City Capital Repair, in which event neither the City nor the Bisons shall have any

obligation to effect the same and in the event the City shall undertake such City Capital Repair as rejected by the Bisons, the Bisons shall have no obligation to reimburse the City for the cost of the same.

5.5 City Repair Obligations. The City shall, at its cost and expense subject to Section 5.2, Section 5.3 and Section 9.2, (i) maintain, and make all necessary repairs to, and replacements of, all plaza concrete areas of the Stadium Facility Realty; (ii) make all repairs, replacements and additions necessary to cause the Stadium Facility Realty to comply at all times during the Term of this Second Sublease with all federal, state and local laws, statutes, codes, ordinances, rules and regulations applicable to the physical condition of, or the presence or absence of a physical condition at, the Stadium Facility Realty (“Compliance Repairs”), and (iii) subject to Common Council approval and availability of funds, make all necessary repairs and replacements to or of the Stadium or any part thereof, not consisting of Compliance Repairs, to the extent the same would consist of a structural repair or replacement, or would consist of a capital repair or replacement under GAAP (“City Capital Repairs”) (all of the foregoing obligations of the City under the foregoing clauses (i)-(iii) are hereinafter collectively referred to as “City Repair Obligations”). The City shall use its best efforts to submit and obtain all required approvals of an appropriate capital budget request or amendment as the case may be, within ninety (90) days after receipt of notice from the Bisons that the City has failed to perform City Capital Repairs. Any such appropriation shall be further subject to the availability of funds and City Common Council approval. In the event the City fails to obtain such capital budget appropriation, then the Bisons may terminate this Second Sublease on sixty (60) days notice to the City and County.

ARTICLE VI

Insurance

6.1. City Insurance. The City shall, at its sole cost and expense obtain and maintain throughout the Term of this Second Sublease, (i) insurance with respect with respect to the Stadium insuring against damage by fire, lightning, vandalism, malicious mischief and other casualties, with standard extended coverage endorsement covering perils and other risks from time to time included under “all risk coverage” policies in an amount equal to not less than 100% of the actual replacement cost of the Stadium as determined by a qualified insurance appraiser or insurer (selected by the City and approved by the County and the Bisons) with a deductible amount of no greater than \$100,000.00, for which deductible amount the City shall remain financially responsible; and (ii) boiler and machine property damage insurance in respect of any steam and pressure boilers and similar apparatus located on the Stadium Facility Realty from risks normally insured against under boiler and machinery policies and in amounts and with deductibles customarily obtained for similar business enterprises.

6.2 Bisons Insurance. The Bisons shall, at its sole cost and expense, obtain and maintain throughout the Term of this Second Sublease: (i) public liability insurance on a year-round basis with respect to the Stadium and the business thereby conducted in minimum amount of Ten Million Dollars (\$10,000,000), which policies shall name the County and the City as named insureds as their interests may appear and may be effected under overall blanket or excess coverage policies of the

Bisons or any Affiliate thereof and shall not contain any provisions for a deductible amount in excess of \$500,000.00, for which deductible amount the Bisons shall remain financially responsible; and (ii) workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Bisons are required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of the Bisons or any Affiliate thereof or of any contractor or subcontractor performing work with respect to the Stadium; and (iii) auto liability insurance.

6.3 Mutual Insurance Requirements.

(a) All insurance required under this Article VI shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write such insurance in New York State.

(b) Each of the policies or binders of insurance obtained by a party hereto evidencing the insurance required above shall:

- (i) designate (except in the case of workers' compensation insurance) every other party hereto as additional insureds as their respective interests may appear;
- (ii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the party obtaining the same;
- (iii) provide that if the insurers cancel such insurance for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the any party hereto insured thereunder until at least thirty (30) days after receipt by such party of notice by such insurers of such cancellation, lapse, expiration or change;
- (iv) waive any right of subrogation of the insurers thereunder against any party hereto insured under such policy, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any party hereto insured under such policy; and
- (v) contain such other terms and provisions as any owner or operator of facilities similar to the Stadium would, in the prudent management of its properties, require to be contained in policies, binders or interim insurance contracts with respect to facilities similar to the Stadium owned or operated by it.

(c) If at any time throughout the Term of this Second Sublease, the party responsible for the insurance required under this Article VI determines that the rates for such insurance have become unreasonable, the City and the Bisons agree to meet and discuss alternative means of coverage.

ARTICLE VII
Additional Services

7.1 City Services. Throughout the Term of this Second Sublease, the City shall provide, at its sole cost and expense, garbage collection from the Stadium Facility Realty and transportation thereof to the County transfer station as needed during the period of April 1 through and including August 30 of each Lease Year. The City, at no expense to the Bisons, shall keep, or cause to be kept through Buffalo Place, Inc. or otherwise, all sidewalks located in the public right-of way and appurtenant to the Stadium Facility Realty reasonably free of snow and ice.

7.2 County Services. Throughout the Term of this Second Sublease and to the extent permitted by law, the County shall use its best efforts to make welfare or other workers not employed by the County available to the Stadium at no cost to the Bisons through an appropriate not-for-profit entity, for the purpose of pre-event and post-event clean up at the Stadium Facility Realty. The number, if any, and quality of the workers so provided shall be that which shall be reasonably necessary to perform the aforesaid duties in a timely manner and at a standard consistent with the performance of such duties at AAA professional baseball facilities. The Bisons may request the County to cause the replacement of any worker who has not performed in such a manner or at such standard and the County shall, to the extent possible, promptly cause such worker to be replaced. Upon such request, the Bisons, at its sole discretion and liability, may bar any such worker from entrance into the Stadium Facility Realty. The County, through such not-for profit entity, shall make available said workers at such location(s) and such times as the Bisons may reasonably require to effect said pre-event and post-event clean-up. All such workers shall be supervised in the course of their respective duties under a supervisory plan jointly developed by the County and the Bisons. Any provision of such workforce shall be subject to all current and future laws, rules, regulations and labor contracts involving the County and/or the City of Buffalo.

7.3 Bisons Services. Throughout the Term of this Second Sublease, the Bisons shall provide, at its sole cost and expense, garbage collection from the Stadium Facility Realty and transportation thereof to the County transfer station as needed during the period of September 1 through and including March 31 of each Lease Year. The Bisons, at no expense to the City or the County, shall keep, or cause to be kept all parking areas and access ways located on the Stadium

Facility Realty reasonably free of snow and ice, provided the Bisons shall have no responsibility for snow and ice removal from the sidewalks referenced in Section 7.1.

ARTICLE VIII
Use; Compliance With Laws

8.1 Use. The Bisons shall have the exclusive right to use the Stadium Facility Realty for any lawful purpose, including, but not limited to, for the purpose of playing professional baseball

games and conducting such other lawful events as the Bisons shall desire in its sole and absolute discretion.

8.2 Compliance With Laws. The Bisons shall comply with all federal, state and local laws, statutes, codes, ordinances, rules and regulations applicable to the use of the Stadium. Without limiting the foregoing, the Bisons will not do or permit to be done in or about the Stadium, nor bring to, keep or permit to be brought or kept in the Stadium, anything which is prohibited by or will in any way conflict with any law, statute, code, ordinance, rule or regulation which is now in force or which may hereinafter be enacted or promulgated; use or allow the Stadium to be used for any improper, immoral, unlawful or objectionable purpose; cause, maintain or permit any nuisance in, on, or about the Stadium; or use or allow the Stadium to be used for any purpose in violation of any certificate of occupancy, or which will make void or voidable any insurance then in force.

ARTICLE IX

County Capital Improvement Project

9.1 County Capital Improvement Project. The County shall, at its sole cost and expense, perform or cause to be performed those certain capital improvements to or of the Stadium more fully described in the work letter attached hereto as Schedule 9.1 to the extent such improvements may be treated as capital improvements under GAAP (“County Work Letter”), together with such other work consisting of capital reconditioning, reconstruction and other improvements to or of the Stadium Facility Realty as the City, the Bisons and the County may mutually agree upon from time to time during the Term of this Second Sublease (“County Capital Project Work”), provided that the aggregate cost to the County of the same shall not exceed Five Million and 00/100 (\$5,000,000.00) Dollars (“County Capital Project Funding Amount”). All County Capital Project Work performed by the County shall be subject to, and governed by, the terms, covenants and conditions of the County Work Letter.

9.2 County Capital Improvement Project Fund. The County shall make available the County Capital Project Funding Amount to pay for the County Capital Project Work. In no event shall the County be obligated to fund or otherwise pay for any County Capital Project Work in excess of the County Capital Project Funding Amount.

9.3 Recapture Rights. If, during the Term of this Second Sublease, the Bisons shall relocate the Bisons franchise outside the City of Buffalo, County of Erie, State of New York, then the County shall have the right to re-capture the unamortized cost of the capital improvements made to the Stadium under the terms of Section 9.1 herein. The amortization of such capital improvements shall be calculated on a straight line seven year basis from the installation date thereof. The Bisons shall pay such unamortized cost to the County within thirty (30) days of such relocation.

ARTICLE X

City Capital Improvement Project

10.1 City Capital Improvement Project. Subject to the provisions of Section 10.2 herein, if the projected or actual cost of the County Capital Project Work shall exceed County Capital Project Funding Amount and if the County Capital Project Funding Amount shall have been fully paid out by the County in payment of County Capital Project Work performed or caused to be performed by it, then the City shall perform so much of the County Capital Project Work as cannot be funded by the County Capital Project Funding Amount (“City Capital Project Work”) in an amount not to exceed One Million Three Hundred Twenty Thousand and 00/100 Dollars (\$1,320,000.00) (“City Capital Funding Amount”). All City Capital Project Work shall be further subject to and governed by the work letter attached hereto as Schedule 10.1 and made part hereof. All City Capital Project Work shall be in addition to, and not in limitation of, each and every other obligation of the City set forth in this Second Sublease, including, but not limited to, the obligations of the City to perform the City Repair Obligations.

10.2 City Capital Project Funding Amount Appropriation. The City shall use its best efforts to submit and obtain all required approvals of an appropriate capital budget request or amendment, as the case may be, as may be necessary to fund any City Capital Project Work. The City shall only be required to perform so much of the City Capital Project Work as may be funded through such appropriation, which appropriation shall in any event not exceed the City Capital Project Funding Amount. Any such appropriation shall be further subject to the availability of funds and City Common Council approval. If within ninety (90) days after receipt of notice from the Bisons’ that the City has failed to perform City Capital Project Work, the City fails to obtain such capital budget appropriation, then the Bisons may terminate this Second Sublease on sixty (60) days prior notice to the City and County.

ARTICLE XI

Prior Leases

11.1 Abatement of Performance Under Prior Leases During Term. During the Term of this Second Sublease, all of the terms, covenants and conditions of the Prior Leases shall be deemed to be subject and subordinate to all of the terms, covenants and conditions of this Second Sublease, and the obligations of the respective parties thereto to perform their respective obligations thereunder for the period consisting of the Term of this Second Sublease, including, without limitation, all obligations to pay rent or other sums under the Prime Lease shall be abated. In connection therewith, except as otherwise expressly set forth herein, no failure of a party to the Prime Lease to perform its obligations thereunder during the Term of this Second Sublease shall give rise to any claim or remedy in any other party thereto against said failing party. Notwithstanding anything to the contrary contained herein, the foregoing provisions shall not be construed so as to eliminate or otherwise lessen the Bisons rights under Section 3 (b) of the Prime Lease to renew and extend the term thereof, and any action by the Bisons to so exercise said rights during the Term of this Second Sublease shall have the same force and effect as if taken in the absence of this Second Sublease.

11.2 Reversion to Prime Lease Upon Expiration. Upon the expiration or sooner termination of this Second Sublease for any reason whatsoever, (i) the Sublease shall automatically

terminate; and (ii) the abatement of the parties' obligations under the Prime Lease shall cease and the parties thereto shall perform those obligations required to be performed by them thereunder from and after, but not before, the date upon which this Second Sublease shall so expire or terminate, including, without limitation, all obligations to pay rent and other sums payable thereunder from and after said date.

ARTICLE XII

Destruction

12.1 Total Loss. If, during the Term of this Second Sublease, (i) a fire or other casualty shall damage or destroy all or substantially all of the Stadium Facility Realty; or (ii) if less than substantially all of the Stadium Facility Realty shall be damaged by fire or other casualty and the Bisons in good faith shall notify the City and the County within thirty (30) business days after the date of such fire or other casualty that such fire or casualty has rendered the Stadium Facility Realty insufficient for the purposes intended in this Second Sublease (in either event a "Total Loss"), then this Second Sublease shall terminate as of the date of said destruction if terminated pursuant to the provisions of the foregoing clause (i), or the date said notice shall have been given if terminated pursuant to the provisions of the foregoing clause (ii). If this Second Sublease shall be terminated pursuant to the provisions of this Section 12.1, then the County shall be entitled to receive all or part of the Net Proceeds of insurance payable with respect to such Total Loss, up to an amount equal to the dollar amount of the County Capital Project Fund actually funded and paid by the County. Subject to the rights of the County and to the extent not covered under Bisons' insurance, the Bisons may make a claim against the Net Proceeds payable to the City with respect to such Total Loss, for the Bisons' insurable interest in the undepreciated portion of the amount actually paid by the Bisons for capital leasehold fixtures permanently attached to the Stadium.

12.2 Restoration After Partial Loss. If this Second Sublease shall not be terminated pursuant to the provisions of Section 12.1, then the City to the extent of Net Proceeds actually received, shall promptly repair all damage resulting from said fire or other casualty. All repairs shall be made in good and workmanlike manner and shall be sufficient to restore the Stadium Facility Realty with respect to both structure and appearance to substantially the same condition existing on the date immediately preceding the date of the damage. All such repairs shall be made at the sole cost and expense of the City. All reasonable costs and expenses of the City incurred in connection with the collection of the proceeds of insurance, including, but not limited to, attorneys' fees and disbursements, public adjusters' fees and appraisers' fees, shall be paid to the City from the proceeds of the insurance recovery to the extent available.

12.3 Controlling Damage Provisions. The foregoing provisions of this Article XII shall survive a termination of this Second Sublease effected pursuant to the provisions of Section 12.1 hereof, and whether or not this Second Sublease shall be so terminated, such provisions shall be controlling in the event of any conflict between Article XII and any provisions of the Prime Lease that would otherwise apply after the natural expiration of the Term of this Second Sublease with respect to a fire or other casualty occurring during the Term of this Second Sublease.

ARTICLE XIII
Condemnation

13.1 Total Taking. If, during the Term of this Second Sublease, (i) all or substantially all of the Stadium Facility Realty shall be taken or condemned by any competent public authority for any public use or purpose (“Taking”), or (ii) if less than substantially all of the Stadium Facility Realty shall be the subject of a Taking and the Bisons in good faith shall notify the City and the County within thirty (30) business days after the date of such Taking that such Taking has or will render the Stadium Facility Realty insufficient for the purposes intended in this Second Sublease (in either event a “Total Taking”), then this Second Sublease shall terminate as of the date of said Taking if terminated pursuant to the provisions of the foregoing clause (i), or the date said notice shall have been given if terminated pursuant to the provisions of the foregoing clause (ii).

13.2 Restoration After Partial Taking. If this Second Sublease shall not be terminated pursuant to the provisions of Section 13.1, then the City to the extent of Net Proceeds actually received, shall promptly repair all damage resulting from said Taking. All repairs shall be made in good and workmanlike manner and shall be sufficient to restore the Stadium Facility Realty with respect to both structure and appearance to substantially the same condition existing on the date immediately preceding the date of said Taking.

13.3 Award. Each party hereto shall be entitled to appear, claim, prove and receive such award or awards to which it may be entitled in connection with any Taking.

13.4 Controlling Taking Provisions. The foregoing provisions of this Article XIII shall survive a termination of this Second Sublease effected pursuant to the provisions of Section 13.1 hereof, and whether or not this Second Sublease shall be so terminated, said provisions shall be controlling in the event of any conflict between said provisions and any provisions of the Prime Lease that would otherwise apply after the natural expiration of the Term of this Second Sublease with respect to a Taking occurring during the Term of this Second Sublease.

ARTICLE XIV
Bisons Default; Remedies

14.1 Bisons Default. Any one or more of the following events shall constitute a “Bisons Default” on the part of the Bisons:

- (a) Failure of the Bisons to pay any rental or other sums hereunder that has become due and payable by the terms hereof and the continuation of such failure for five (5) days after notice has been given to the Bisons by the party to whom said payment is owed;
- (b) Failure of the Bisons to observe and perform any other covenant, condition or agreement hereunder on its part to be performed and continuation of such failure for a period of thirty (30) days after notice of such failure specifying the nature of the same by the party to whom observance and

performance of the same is owed, or if by reason of the nature of such failure the same can be cured, but not within the said thirty (30) days, the Bisons fail to proceed with reasonable diligence after notice to cure the same or fail to cure the same within a reasonable period.

14.2 City's Remedies on Bisons Default. Unless said Bisons Default shall in whole or in part consist of a misrepresentation to the County under the provisions of Section 1.4 hereof, or a failure of the Bisons to perform its obligations to the County set forth in Section 16.2 hereof (collectively, the "Bisons to County Covenants"), the City shall have the sole and exclusive right to exercise any right or remedy available hereunder or at law or equity with respect to said Bisons' Default, and the County, except as otherwise expressly set forth in this Article XIV shall have no right, and shall take no action, with respect to the same. Whenever a Bisons Default shall occur (other than wholly with respect to a Bisons to County Covenant), the City may take any one or more of the following remedial steps:

(a) The City may terminate this Second Sublease upon thirty (30) days notice to the Bisons and the County and may re-enter and take possession of the Stadium, in which case this Second Sublease and all of the estate, right, title and interest herein granted or vested in the Bisons shall cease along with the City's obligations to perform under this Second Sublease and terminate and hold the Bisons liable for any expenses incurred by the City in recovering possession of the Stadium;

(b) The City may cure said Bisons Default, and the Bisons shall promptly reimburse the City for the City's reasonable cost of curing the same upon the City's delivery to the Bisons of the City's invoice for the same, together with reasonable proof of said cost; or

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to enforce its rights or remedies in connection therewith. In no event shall the Bisons be liable to the City or any other party claiming by or through the City for consequential damages.

14.3 County Rights and Remedies Upon Termination by City. If the City shall terminate this Second Sublease pursuant to the provisions of the foregoing Section 14.2, then all obligations of the County under this Second Sublease and any of the Prior Leases, including its obligations pursuant to Section 4.4 and Article IX hereof, shall cease as of the date of said termination.

14.4 County Rights and Remedies With Respect to Bisons to County Covenants. If the Bisons Default shall consist, in whole or in part, of a failure by the Bisons to perform the Bisons to County Covenants, then the County, whether or not the City has or intends to exercise its rights under the foregoing Section 14.2, may take any one or more of the following remedial steps:

(a) The County may terminate this Second Sublease upon thirty (30) days notice to the Bisons and the City in which case this Second Sublease and all of the estate, right, title and interest herein granted or vested in the Bisons under this Second Sublease shall cease and terminate and at the sole discretion of the County, the County's obligations hereunder and under Prior Leases, including its obligations pursuant to Section 4.4 and Article IX shall cease as of the date of such termination.

(b) The County may cure said Bisons Default, and the Bisons shall promptly reimburse the County for the County's reasonable cost of curing the same upon the County's delivery to the Bisons of the County's invoice for the same, together with reasonable proof of said cost;

(c) The County may take whatever other action at law or in equity as may appear necessary or desirable to enforce its rights or remedies in connection therewith. In no event shall the Bisons be liable to the County or any other party claiming by or through the County for consequential damages, provided that this disclaimer shall have no effect on the County's recapture rights under Section 9.3.

ARTICLE XV
City or County Default; Bisons Remedies

15.1 Default By City or County. Any one or more of the following events shall constitute a "Sublessor Default" on the part of the City and/or the County, as the case may be:

(a) Failure of the City to perform its obligations under Section 7.1 and the continuation of such failure for five (5) days after notice has been given to the City by the Bisons;

(b) Failure of either the City or the County to observe and perform any other covenant, condition or agreement hereunder on its part to be performed continuation of such failure for a period of thirty (30) days after notice of such failure specifying the nature of the same by the Bisons, or if by reason of the nature of such failure the same can be cured, but not within the said thirty (30) days, the City or the County, as the case may be, fails to proceed with reasonable diligence after receipt of said notice to cure the same or fail to cure the same within a reasonable period.

15.2 Bisons' Remedies on Sublessor Default. Upon the occurrence of a Sublessor Default, the Bisons may take any one or more of the following remedial steps:

(a) The Bisons may terminate this Second Sublease upon sixty (60) days notice to the City and the County, in which case this Second Sublease and all right, title and interest herein granted or vested in the City and County as the case may be under this Second Sublease shall cease and terminate.

(b) The Bisons may cure said Sublessor Default, and the City or the County (subject to Section 15.2(c)) as the case may be, shall promptly reimburse the Bisons for the Bisons' reasonable cost of curing the same upon the Bisons' delivery to the City or the County, as the case may be, of the Bisons' invoice for the same, together with reasonable proof of said cost, plus interest on the amount so paid, from the date of payment by the Bisons to the date of reimbursement to the Bisons, at an annual rate equal to the then current annual tax-exempt rate applicable to municipal bonds issued by the County;

(c) Notwithstanding anything herein contained to the contrary, no remedies or damages shall be imposed against the County other than liquidated damages payable to the Bisons as a reimbursement under Section 15.2(b) in an amount not to exceed, in any event the sum of ; (i) the County Capital Project Funding Amount remaining unspent at the time of final non-appealable adjudication; plus (ii) the interest specified in Section 15.2(b); plus (iii) the amount due and unpaid to the Bisons with respect to the County's obligations under Section 4.4 hereof.

(d) The Bisons may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights or remedies hereunder granted. In no event shall either of the City or County be liable to the Bisons or any other party claiming by or through the Bisons for consequential damages. Neither the City nor the County shall be liable for the other's default under this Second Sublease.

ARTICLE XVI
Particular Covenants

16.1 City and County Indemnity.

(a) The City and the County shall at all times protect and hold each other, the Bisons and their respective officers, agents and employees (each an "Indemnified Party"), harmless from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused (other than losses arising from the negligence or willful misconduct of an Indemnified Party) resulting from, arising out of, or in any way connected with (i) any defects (whether latent or patent) in the Stadium limited however in the case of the County, to that County Capital Project Work which the County made or caused to be made to the Stadium, (ii) any defect in or failure of the indemnifying party's title or other property interest in and to the Stadium (whether or not such defect or failure is a Permitted Encumbrance); and (iii) any act or omission by the indemnifying party or its employees, agents or other persons under the indemnifying party's control or supervision. The provisions of this Section 16.1 shall survive any termination of this Second Sublease, to the extent such claims (whether in tort, contract or otherwise), demands, expenses and liabilities (including but not limited to, attorney fees and disbursements) for losses, damage, injury and liability of every kind and nature and however caused (other than losses arising from the negligence or willful misconduct of an Indemnified Party), arose during the Term of this Second Sublease.

(b) For purposes of this Section 16.1, no party hereto shall be deemed an employee, agent or under the control or supervision of another party hereto.

16.2 Bisons Indemnity. Except as otherwise expressly provided in this Second Sublease to the contrary, the Bisons will indemnify and hold harmless the City and County and their respective officials, employees and agents (each and "Indemnified Party") from and against, any and all suits, proceedings, demands, claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses however caused (other than losses arising from the negligence or willful misconduct of an

MEETING NO. 20
November 7, 2002

ERIE COUNTY LEGISLATURE

Indemnified Party), which arise during the Term of this Second Sublease, (including, without limitation, attorneys' fees and disbursements) incurred in connection with, or arising from:

(a) the use or occupancy or manner of use or occupancy of the Stadium by the Bisons or any person claiming under the Bisons;

(b) any activity, work or thing, done, permitted or suffered by the Bisons in or about the Stadium Facility Realty or any part thereof;

(c) any act, omission or negligence of the Bisons or any person claiming under the Bisons, or the contractors, agents, employees, invitees or visitors of the Bisons;

(d) any breach, violation or nonperformance by the Bisons or any person claiming under the Bisons, or the employees, agents, contractors, invitees or visitors of the Bisons, of any term, covenant or provision of this Second Sublease or any law, ordinance or governmental requirement of any kind.

(e) any injury or damage to any person entering upon the Stadium Facility Realty under the express or implied invitation of the Bisons; except for any injury or damage to persons or Stadium Facility Realty which is caused by, or results from, the negligence or willful misconduct of an Indemnified Party, intentional or deliberate act of an Indemnified Party or its officials, employees and agents.

For purposes of this Section 16.2, no party hereto shall be deemed an employee, agent or under the control or supervision of another party hereto.

If any action or proceeding is brought against an Indemnified Party or its employees by reason of any such claim for which the Bisons has indemnified said party, then the Bisons, upon notice from said party, will defend the same at the Bisons expense with counsel reasonably satisfactory to said party.

16.3 Retention of Title to Stadium Facility Realty; Grant of Easements; Release of Certain Land. The City shall not sell, assign, encumber (other than Permitted Encumbrances), convey or otherwise dispose of the Stadium or any part thereof during the Term of this Second Sublease without the prior written consent of the County and the Bisons and any purported disposition without such consent shall be void. The City will, however, at the written request of the County, so long as there exists no Bisons Default or Sublessor Default committed by the County hereunder, grant such rights of way or easements over, across, or under, the Stadium Facility Realty, or grant such permits or licenses in respect to the use thereof, as shall be necessary or convenient for the operation or use of the Stadium, including but not limited to leases, easements or rights of way for utility, roadway, railroad or similar purposes in connection with the Stadium, or for the utilization of the real property adjacent to or near the Stadium Facility Realty and owned by or leased to the City, provided that such leases, rights of way, easements, permits or licenses shall not adversely affect the use or operation of the Stadium, and provided, further, that any consideration received by the City from the granting of said leases, rights of way, easements, permits or licenses shall be paid to the County.

The City agrees, at the sole cost and expense of the County, to execute and deliver any and all instruments necessary or appropriate to confirm and grant any such right of way or easement or any such permit or license.

16.4 Non-Removal of Stadium Facility Equipment. Except for Stadium Facility Equipment that may be obsolete or no longer useful in the operation of the Stadium Facility Realty and is replaced by the Bisons with equipment of greater or substantially the same functional value and except for necessary temporary removal of Stadium Facility Equipment for repairs and/or maintenance, the Bisons covenant and agree that it shall not, without the prior consent of the City, dispose of or remove any of the Stadium Facility Equipment or change the location of the Stadium Facility Equipment or any part thereof to a location outside of the Stadium Facility Realty provided such relocation does not unreasonably interfere with the Bisons' use and occupancy of the Stadium.

On or before January 1 of each calendar year throughout the Term of this Second Sublease, the Bisons shall deliver to the City a current list of the Stadium Facility Equipment. At the expiration of the Term of this Second Sublease or sooner termination as hereunder permitted, the Bisons shall return to the City all of the Stadium Facility Equipment, which is referenced on the then current list in good repair and condition, reasonable wear and tear excepted.

ARTICLE XVII

Miscellaneous

17.1 Orderly Transition. The City and the Bisons acknowledge and agree to effect an orderly transition from their respective rights and obligations under the Prime Lease to their respective rights and obligations under this Second Sublease so as to minimize any disruption in connection with the operation of the Stadium Facility Realty.

17.2 Force Majeure In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Second Sublease, then except as otherwise expressly provided in this Second Sublease, if such party shall give notice and full particulars of such Force Majeure in writing to the other parties hereto within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice so far as it is affected by such Force Majeure, shall be suspended during the period of inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts or other commercial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

17.3 No Joint and Several Liability; Limited Exculpation of County. The parties hereto acknowledge and agree that the City and the County shall not be jointly and severally responsible or liable for the performance of their respective obligations set forth herein, it being the intent of the parties hereto that each of the City and the County shall be separately and solely responsible for the performance of their respective obligations hereunder. Without limiting the foregoing, with respect to the obligations of the County hereunder, the City and the Bisons acknowledge and agree that the County is a party to this Second Sublease solely for the purpose of performing its obligations under Section 4.4, Section 7.2, Article IX and such other express obligations of the County, if any, as may be set forth in this Second Sublease.

17.4 No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Second Sublease should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing among the parties or any delay or omission on the part of a party in exercising any rights hereunder shall operate as a waiver.

17.5 Assignment or Sublease. No party hereto may at any time assign or transfer this Second Sublease, by operation of law or otherwise, or sublet the whole or any part of the Stadium, without the prior written consent of the other parties hereto, which consents shall not be unreasonably withheld or delayed.

17.6 Recording and Filing. This Second Sublease as originally executed or a memorandum thereof may be recorded by the County, the City or the Bisons in the Erie County Clerk's Office, or in such other office as may at the time be provided by law as the proper place for the recordation thereof at the sole cost and expense of the party so recording.

17.7 Further Assurances. Each party hereto shall execute and deliver to the other upon written request such other instruments, conveyances, transfers and assurances as the other party reasonably deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Second Sublease and any rights of such party hereunder.

17.8 Amendments. This Second Sublease may be amended only with the written consent of all parties hereto.

17.9 Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Second Sublease must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended as follows:

If to the City:

Corporation Counsel
 City of Buffalo
 1100 City Hall

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Buffalo, New York 14202

If to the County: Commissioner of Environment & Planning
 Rath Building, 10th Floor
 Buffalo, New York 14202

With a simultaneous
 copy to: County Attorney
 69 Delaware Avenue, Suite 300
 Buffalo, New York 14202

If to the Bisons: Jonathan A. Dandes
 President
 Rich Baseball Operations
 Dunn Tire Park
 275 Washington Street
 Buffalo, New York 14203

With a simultaneous
 copy to: William E. Grieshober, Jr.
 Senior Legal Counsel
 Rich Products Corporation
 One West Ferry Street/Box 245
 Buffalo, New York 14240

Any party hereto may add additional addresses or change such party's address for purposes of receipt of any such communication by giving ten (10) days prior notice of such change to the other parties hereto in the manner prescribed in this Section 17.9.

17.10 Severability. If any clause, provision or Section of this Second Sublease be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

17.11 Effective Date; Counterparts. This Second Sublease shall become effective upon its delivery. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.12 Binding Effect. This Second Sublease shall inure to the benefit of, and shall be binding upon, the Bisons, the City, the County and their respective successors and assigns.

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17.13 Resolution of Disputes. In the event a dispute arises under this Second Sublease, the party(ies) making such claim shall deliver notice of the disputed matter(s) in sufficient detail to all other parties to this Second Sublease. Within thirty (30) days after receipt of such notice, the parties and their respective attorneys shall meet to discuss resolution of the disputed matter(s). Notwithstanding the parties' attempt to resolve the disputed matter(s) under this Section 17.13, the parties shall have the right to exercise their remedies that may be available in law or equity.

17.14 Bisons Failure to Operate. In the event the Bisons fail, for a period of six (6) consecutive months, to operate a Triple A professional baseball team or otherwise utilize the Stadium for a mutually agreed upon use, then the County and/or the City may terminate this Second Sublease on thirty (30) days prior notice to the Bisons. This right of termination shall not limit or otherwise affect the rights and remedies of the City or the County contained elsewhere in this Second Sublease.

IN WITNESS WHEREOF, the City has caused its corporate name to be subscribed hereto by its Mayor pursuant to a resolution duly adopted by the Common Council, the County has caused its corporate name to be subscribed hereto by its County Executive pursuant to a resolution duly adopted by the County Legislature, and the Bisons has caused its corporate name to be subscribed hereto by its duly authorized officer pursuant to a resolution duly adopted by its Board of Directors, all being and as of the year and day first above written.

CITY OF BUFFALO

By: _____
Anthony M. Masiello, Mayor

COUNTY OF ERIE

By: _____
Joel A. Giambra, County Executive

BISON BASEBALL, INC.

By: _____
Jonathan A. Dandes, President

STATE OF NEW YORK)
) ss.:

Schedule 1.1
Definitions

Affiliate shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity. For purposes of this definition, "control" when used with respect to any specified person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

GAAP shall mean as of the date of any determination with respect thereto, generally accepted accounting principles as used by the Financial Accounting Standards Board and/or the American Institute of Certified Public Accountants, except that any accounting principle or practice required to be changed by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants in order to continue as a generally accepted accounting principle or practice may be so changed.

Net Proceeds shall mean, when used with respect to any insurance proceeds or condemnation award, compensation or damages, the gross amount from any such proceeds, award, compensation or damages less all expenses (including attorneys' fees, demolition costs and any extraordinary expenses of the City of the County) incurred in the collection thereof.

Non-Reimbursable Repairs shall mean City Capital Repairs commenced during the last eighteen (18) months of the Term of this Second Sublease, Compliance Repairs, City Capital Project Work and repairs and replacements made pursuant to the provisions of Article XII (Destruction) or Article XIII (Condemnation).

Permitted Encumbrances shall mean, as of any particular time,

- (i) this Second Sublease;
- (ii) the Prior Leases;
- (iii) liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not in default;
- (iv) utility, access and other easements and rights-of-way, restrictions and exceptions that will not interfere with or impair the Bison's use of the Stadium as herein provided;
- (v) Such minor defects, irregularities, encumbrances, easements, rights-of-way (including agreements with any railroad the purpose of which is to service the railroad siding) and clouds on title as normally exist with respect to property similar in character to the Stadium and as do not, either singly or in the aggregate, materially impair the

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property affected thereby for the purpose for which it was acquired and held by the City hereunder;

- (vi) public improvement liens, provided such liens will not interfere with or impair the Bisons' use of the Stadium as herein permitted, are bonded or discharged within 90 days of attaching to the Stadium Facility Realty; and
- (vii) future financing.

Stadium Facility Equipment shall mean all machinery, equipment and other tangible personal property provided by the City under, or subject to, the Prime Lease for use in the operation of the Stadium Facility Realty, it being the intent of the parties hereto that all such property so provided under or subject to the Prime Lease shall be provided under and subject to this Second Sublease. The City and the Bisons stipulate and agree that as of the date hereof the Stadium Facility Equipment consists of, and is limited to, that machinery, equipment and other tangible personal property listed on Exhibit A attached to this Schedule 1.1 and made a part hereof.

Stadium Facility Realty shall mean the land, improvements and all other real property interests demised to the Bisons under, or subject to, the Prime Lease; it being the intent of the parties hereto that any and all real property interests demised to the Bisons under the Prime Lease shall be demised to the Bisons hereunder.

Exhibit A to Schedule 1.1

List of Stadium Facility Equipment

[To be Supplied]

Schedule 9.1
 County Work Letter

Bison Baseball, Inc.
 275 Washington Street
 Buffalo, New York 14203

Gentlemen:

You (the "Bisons"), we (the "County") and the City of Buffalo, New York (the "City") are simultaneously herewith executing that certain Second Sublease ("Second Sublease") with respect to Dunn Tire Park ("Stadium"). To induce you to enter into the Second Sublease and in consideration of the mutual covenants hereinafter contained, the Bisons and the County hereby agree as follows, which agreements are, in all respects, subject to the terms, covenants and conditions of the Second Sublease:

1.00 COUNTY WORK

1.01 Stadium Improvements. The County shall, at its sole cost and expense, make, or cause to be made, those certain improvements to or of the Stadium generally described on Exhibit 1.01 to this Work Letter, which improvements and related work shall be more particularly described in Approved Plans (as hereinafter defined). All services, labor and materials necessary to construct and complete said improvements are hereinafter collectively referred to as the "Work".

1.02 Timing of Projects. The County and the Bisons acknowledge and agree that as set forth on Exhibit 1.01 commencement and completion of various components of the Work (each a "Project") are contemplated to occur at different times over the Term of the Second Sublease. Notwithstanding Exhibit 1.01 the Bisons, at its discretion, may alter the timing of Projects contemplated by Exhibit 1.01 upon notice to the County and the City, whereupon the Bisons may request that the County arrange for and submit Proposed Plans (as hereinafter defined) for the commencement of any Project then desired by the Bisons to be undertaken by the County, provided such Projects have not been commenced by the County.

2.00 PLANS AND SPECIFICATIONS

2.01 Submission of Plans. For each Project desired by the Bisons to be undertaken by the County, the County shall arrange for and deliver to the Bisons and to the City proposed engineering, architectural, mechanical and other drawings and specifications for such Project sufficiently complete for review and approval by the Bisons and the City (collectively, "Proposed Plans").

2.02 Approval of Plans. The Bisons and the City shall have a reasonable amount of time in which to accept and approve Proposed Plans or to reasonably request changes to, or clarification of, Proposed Plans (each a "Plan Modification"). If the City and/or the Bisons shall so request a Plan Modification, then the County shall supply such supplemental drawings, specifications and other information as the City and/or the Bisons shall so reasonably require. Proposed Plans shall be subject to the acceptance and approval of the City and the Bisons, which consent shall not be unreasonably withheld or delayed (the Proposed Plans as so accepted and approved are hereinafter collectively referred to as the "Approved Plans").

2.03 Architectural and Engineering Services. In recognition of the unique knowledge and expertise of Hellmuth Obata & Kassabaum, Inc. ("HOK") with respect to the Stadium, the County shall utilize HOK for the preparation of Proposed Plans, Plan Modifications and Approved Plans, unless the County can demonstrate extraordinary circumstances, which dictate against the use of HOK or if requested by the Bisons. In such event, the County shall utilize architects and engineers as it shall deem appropriate, subject to reasonable approval of the Bisons and the City.

3.00 BIDDING AND ACCEPTANCE OF BIDS

Within a reasonable time after Approved Plans for a Project have been issued, the County shall prepare bid packages and solicit bids for said Project in accordance with its normal and customary bid solicitation process. The Bisons shall reasonably cooperate with the County in connection with the preparation of said packages, and the full contents of each such package shall be subject to the Bisons prior written consent, which shall not be unreasonably withheld or delayed. After bids have been solicited by the County in the foregoing manner, the County's acceptance of any bid shall be subject to the Bisons' prior written consent, which shall not be unreasonably withheld or delayed.

4.00 PERFORMANCE OF COUNTY WORK

4.01 General. The County shall provide, or cause to be provided, and pay for, all drawings, specifications, labor, materials, services, equipment, tools, construction equipment, machinery and other facilities necessary for the proper planning, administration, execution and completion of the Work, whether temporary or permanent, and whether or not incorporated into the Stadium. All Work shall be performed in accordance with Approved Plans and the terms, covenants and conditions of each bid accepted by the County and approved by the Bisons pursuant to the provisions of Section 3.00 herein (each an "Approved Bid").

4.02 Warranty. The County shall cause each vendor of labor, material or equipment supplied in connection with a Project to warrant that: (i) materials and equipment furnished as part of the Work will be of good quality and new unless otherwise required or permitted under the Approved Plans or Approved Bids; (ii) that the Work will be free from defects not inherent in the quality required or permitted; and (iii) that the Work will be executed in good workmanlike manner, will conform with the requirements of the Approved Plans and Approved Bids and will be in compliance with all laws, statutes, ordinances, rules and regulations applicable thereto. Work not conforming to the Approved Plans or Approved Bids, including substitutions not approved or authorized by the Bisons and the City, shall be considered defective.

4.03 Permits, Fees and Notices. To the extent applicable, the County shall secure and pay for, or shall cause to be secured and paid, all building and other permits, fees, licenses, certificates and inspections necessary for the proper execution and completion of each Project and the use or occupancy thereof by the Bisons upon the completion thereof. The County shall also comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities applicable to performance of the Work.

4.04 Use of Stadium Site. The County shall confine, or shall cause to be confined, construction operations at the Stadium in accordance with all laws, ordinances, permits and this Work Letter, shall not unreasonably encumber the Stadium site or permit the Stadium Site to be unreasonably encumbered with materials or equipment, and shall use best efforts not to unreasonably interfere with the Bisons' use of the Stadium. The County shall coordinate its operations with and secure the approval of the Bisons before using any portion of the Stadium site, which approval shall not be unreasonably withheld or delayed.

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4.05 Clean Up. The County shall keep the Stadium and surrounding site or shall cause the same to be kept free from accumulation of waste materials or rubbish caused by or in connection with the Work. At completion of any portion of the Work, the County shall remove or shall cause to be removed, from and about the Stadium site waste materials, rubbish, tools, construction equipment, machinery and surplus materials used or resulting from execution of said portion of the Work.

4.06 Safety. The County shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The County shall submit the County's safety program to the Bisons for review and coordination with the safety programs of the Bisons.

4.07 Correction of Work. The County shall promptly correct, or cause to be corrected Work failing to conform to Approved Plans, Approved Bids or this Work Letter whether observed before or after completion and whether or not fabricated, installed or completed. The County shall bear all costs of correcting such Work, including additional testing and inspections.

5.00 TIME

The County shall use best efforts to commence and complete, or cause to be commenced and completed, each Project within the time frame specified for commencement and completion in the Approved Bid for said Project.

6.00 INSURANCE

The County shall secure or shall cause to be secured for each Project, insurance from such parties as may be contemplated by the Approved Bid for each Project. Each bid package shall contain insurance provisions as the Bisons shall reasonably require to protect it with respect to claims for injury or property during performance of the Work.

7.00 INDEMNITY

The County shall cause each bid package for each Project to contain provisions as the Bisons shall reasonably require with respect to indemnification of it for claims arising from injury to person or property during performance of the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter on the ____ day of _____, 2002.

COUNTY OF ERIE

By: _____

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Joel A. Giambra, County Executive

BISON BASEBALL, INC.

By: _____
Jonathan A. Dandes, President

The City of Buffalo joins in the foregoing Work Letter only for the purpose of acknowledging and agreeing to perform its obligations under Section 2.02 thereunder.

CITY OF BUFFALO

By: _____
Anthony M. Masiello, Mayor

Exhibit 1.01

(Project List)

To be supplied

Schedule 10.22

City Work Letter

Bison Baseball, Inc.
275 Washington Street
Buffalo, New York 14203

Gentlemen:

You (the "Bisons"), we (the "City") and the County of Erie, New York (the "County") are simultaneously herewith executing that certain Second Sublease ("Second Sublease") with respect to Dunn Tire Park ("Stadium"). To induce you to enter into the Second Sublease and in consideration of the mutual covenants hereinafter contained, the Bisons and the City hereby agree as follows, which agreements are, in all respects, subject to the terms, covenants and conditions of the Second Sublease:

1.00 CITY WORK

1.01 Stadium Improvements. The City shall, at its sole cost and expense, make, or cause to be made, those certain improvements to or of the Stadium generally described on Exhibit 1.01 to this Work Letter, which improvements and related work shall be more particularly described in Approved Plans (as hereinafter defined). All services, labor and materials necessary to construct and complete said improvements are hereinafter collectively referred to as the "Work."

1.02 Timing of Projects. The City and the Bisons acknowledge and agree that as set forth on Exhibit 1.01 commencement and completion of various components of the Work (each a "Project") are contemplated to occur at different times over the term of the Second Sublease. Notwithstanding Exhibit 1.01 the Bisons, at its discretion, may alter the timing of Projects contemplated by Exhibit 1.01 upon notice to the City and the County, whereupon the Bisons may request that the City arrange for and submit Proposed Plans (as hereinafter defined) for the commencement of any Project then desired by the Bisons to be undertaken by the City, provided such Projects have not been commenced by the City.

2.00 PLANS AND SPECIFICATIONS

2.01 Submission of Plans. For each Project desired by the Bisons to be undertaken by the City, the Bisons shall arrange for and deliver to the City and the County proposed engineering, architectural, mechanical and other drawings and specifications for such Project sufficiently complete for review and approval by the City and the County (collectively, "Proposed Plans").

2.02 Approval of Plans. The City and the County shall have a reasonable amount of time in which to accept and approve Proposed Plans or to reasonably request changes to, or clarification of, Proposed Plans (each a "Plan Modification"). If the City and/or the County shall so request a Plan Modification, then the Bisons shall supply such supplemental drawings, specifications and other information as the City and/or the County shall so reasonably require. Proposed Plans shall be subject to the acceptance and approval of the City and the County, which consent shall not be unreasonably withheld or delayed (the Proposed Plans as so accepted and approved are hereinafter collectively referred to as the "Approved Plans").

2.03 Payment for Plans. The City shall pay when due all fees, costs and expenses charged to the Bisons by third parties in connection with the preparation of Proposed Plans, Plan Modifications and Approved Plans, including costs and expenses arising from any additional changes or modifications to the same that may be effected from time to time, except to the extent paid for pursuant to the County Work Letter.

3.00 BIDDING AND ACCEPTANCE OF BIDS

Within a reasonable time after Approved Plans for a Project have been issued, the City shall prepare bid packages and solicit bids for said Project in accordance with its normal and customary bid solicitation process. The Bisons shall reasonably cooperate with the City in connection with the

preparation of said packages and the full contents of each such package shall be subject to the Bisons prior written consent, which shall not be unreasonably withheld or delayed. After bids have been solicited by the City in the foregoing manner, the City's acceptance of any bid shall be subject to the Bisons' prior written consent, which shall not be unreasonably withheld or delayed.

4.00 PERFORMANCE OF CITY WORK

4.01 General. The City shall provide, or cause to be provided, and pay for, all drawings, specifications, labor, materials, services, equipment, tools, construction equipment, machinery and other facilities necessary for the proper planning, administration, execution and completion of the Work, whether temporary or permanent, and whether or not incorporated into the Stadium. All Work shall be performed in accordance with Approved Plans and the terms, covenants and conditions of each bid accepted by the City and approved by the Bisons pursuant to the provisions of Section 3.00 herein (each an "Approved Bid").

4.02 Warranty. The City shall cause each vendor of labor, material or equipment supplied in connection with a Project to warrant that: (i) materials and equipment furnished as part of the Work will be of good quality and new unless otherwise required or permitted under the Approved Plans or Approved Bids; (ii) that the Work will be free from defects not inherent in the quality required or permitted; and (iii) that the Work will be executed in good workmanlike manner, will conform with the requirements of the Approved Plans and Approved Bids and will be in compliance with all laws, statutes, ordinances, rules and regulations applicable thereto. Work not conforming to the Approved Plans or Approved Bids, including substitutions not approved or authorized by the Bisons and the County, shall be considered defective.

4.03 Permits, Fees and Notices. To the extent applicable, the City shall secure and pay for, or shall cause to be secured and paid, all building and other permits, fees, licenses, certificates and inspections necessary for the proper execution and completion of each Project and the use or occupancy thereof by the Bisons upon the completion thereof. The City shall also comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities applicable to performance of the Work.

4.04 Use of Stadium Site. The City shall confine, or shall cause to be confined, construction operations at the Stadium in accordance with all laws, ordinances, permits and this Work Letter, shall not unreasonably encumber the Stadium site, or permit the Stadium Site to be unreasonably encumbered, with materials or equipment, and shall use best efforts not to unreasonably interfere with the Bisons' use of the same. The City shall coordinate its operations with and secure the approval of the Bisons, before using any portion of the Stadium site, which approval shall not be unreasonably withheld or delayed.

4.05 Clean Up. The City shall keep the Stadium and surrounding site, or shall cause to the same to be kept, free from accumulation of waste materials or rubbish caused by, or in connection with, the Work. At completion of any portion of the Work the City shall remove or shall cause to be removed, from and about the Stadium site waste materials, rubbish, tools, construction

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equipment, machinery and surplus materials used, or resulting from, execution of said portion of the Work.

4.06 Safety. The City shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The City shall submit the City's safety program to the Bisons for review and coordination with the safety programs of the Bisons.

4.07 Correction of Work. The City shall promptly correct, or cause to be corrected, Work failing to conform to Approved Plans, Approved Bids or this Agreement whether observed before or after completion and whether or not fabricated, installed or completed. The City shall bear all costs of correcting such Work, including additional testing and inspections.

5.00 TIME

The City shall use its best efforts to commence and complete or cause to be commenced and completed, each Project within the time frame specified for commencement and completion in the Approved Bid for said Project.

6.00 INSURANCE

The City shall secure, or shall cause to be secured, for each Project such insurance from such parties as may be contemplated by the Approved Bid for such Project. Each bid package shall contain such insurance provisions as the Bisons shall reasonably require to protect it with respect to claims for injury or property during performance of the Work.

7.00 INDEMNITY

The City shall cause each bid package for each Project to contain such provisions as the Bisons shall reasonably require with respect to indemnification of it for claims arising from injury to person or property during performance of the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter on the ____ day of _____, 2002.

CITY OF BUFFALO

By: _____
Anthony M. Masiello, Mayor

BISON BASEBALL, INC.

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By: _____
Jonathan A. Dandes, President

The County of Erie joins in the foregoing Work Letter for the purpose of acknowledging and agreeing to perform its obligations under Section 2.02 thereunder.

COUNTY OF ERIE

By: _____
Joel A. Giambra, County Executive

Exhibit 1.01

(Project List)

To be supplied

MR. WEINSTEIN moved the approval of the resolution as amended. MR. RANZENHOFER seconded.

CARRIED UNANIMOUSLY.

Item 77 – (Comm. 20E-34) Authorization for Empire Zone Sales Tax Exemptions.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

Item 78 – (Comm. 20E-35) Emergency Services – Acceptance of Award & Establish Grant from USEPA.

Item 79 – (Comm. 20E-36) Emergency Services – EPA Industrial Security Seminar Grant.

Item 80 – (Comm. 20E-37) Emergency Services – Proposed Resolution to Revise World Trade Center Grant for Federal Disaster Declaration of 9/11/01.

Item 81 – (Comm. 20E-38) Emergency Services – Revision of Third Terrorism Consequence Grant from FEMA for \$11,000.

Item 82 – (Comm. 20E-39) Emergency Services – Transfer of Funds.

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The above five items were received and referred to the PUBLIC SAFETY COMMITTEE.

Item 83 – (Comm. 20E-40) Veterans Services – Acceptance of Award & Establish Grant-in-Aid from NYS Division of Veterans Affairs (FY 2002-03 Funds).

Item 84 – (Comm. 20E-41) Reallocation of Salary Lines for Attorneys Fees (Division of Labor Relations).

The above two items were received and referred to the GOVERNMENT AFFAIRS COMMITTEE.

Item 85 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. FALKNER seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 455

Re: Purchase of 2002 Tax Sale Certificates.
 (Comm. 20E-42)

RESOLVED, that pursuant to Article VII of the Erie County Tax Act, the Acting Erie County Commissioner of Finance be, and hereby is, authorized to bid for and purchase, on behalf of the County of Erie, all Tax Certificates upon real estate in Erie County for which 2002 real property taxes have not been paid, and be it further

RESOLVED, that certified copies of this resolution be transmitted to the Director of Budget, Management and Finance, the County Comptroller, the County Attorney and the Finance Office.

MR. WEINSTEIN moved the approval of the resolution. MR. FALKNER seconded.

CARRIED UNANIMOUSLY.

Item 86 – (Comm. 20E-43) Veterans Services – Acceptance of Award & Establish Grant-in-Aid from NYS Division of Veterans Affairs (FY 2001-02 Funds).

Received and referred to the GOVERNMENT AFFAIRS COMMITTEE.

Item 87 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MR. McCARVILLE seconded.

CARRIED UNANIMOUSLY.

RESOLUTION NO. 456

Re: Granting National Fuel Gas Easement on
 EC Property in Town of Hamburg.

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(Comm. 20E-44)

WHEREAS, National Fuel Gas has asked the County of Erie for a permanent Right of Way and Easement over, under, along and/or through the County Owned parcel located on Harwood Road, Hamburg, New York SBL# 159.670-8-7, and

WHEREAS, this Right of Way and Easement would be along the northerly side of Big Tree Road and used to replace gas lines in leakage, and

WHEREAS, it is necessary that this approval be granted to allow this Right of Way and Easement to be issued, and

WHEREAS, the Deputy Commissioner of Real Property Tax has determined that this Right of Way and Easement can be granted, and

WHEREAS, the Advisory Review Committee has reviewed and approved this proposal via E-mail communication, and

WHEREAS, the parties of the first part, County of Erie, 95 Franklin Street, Buffalo, New York, hereinafter referred to as the GRANTORS, in consideration of One and 00/100 Dollars (\$1.00) and/or other good and valuable consideration paid by the party of the second part, National Fuel Gas Distribution Corporation, a New York corporation, 10 Lafayette Square, Buffalo, New York, hereinafter referred to as GRANTEE, do hereby grant and release unto the party of the second part, its successors and assigns a permanent right-of-way and easement, which includes the right to lay, maintain, alter, operate, relocate, remove, extend and change the size of a pipeline or pipelines and to install cathodic protection devices, cable, regulators, connections, meters, valves, fittings, and accessories and do such other activity as is necessary and/or convenient for system maintenance, transportation and distribution of gas, over, under and/or through GRANTOR'S land in the Town of Hamburg, County of Erie and State of New York, bounded or described as follows: Northerly by Schwarzott; Easterly by Harwood Avenue, Southerly by Big Tree Road; Westerly by Schwarzott. Said premises being more fully described in deed recorded on 3/21/39 in Deed Liber 47 Page 196, Farmlot 16, Township 9, Range 8 and identified on Erie County Tax Maps as Section, Block and Lot No. 159.670-8-7, and

WHEREAS, the right of way herein granted is bounded or described as follows: An area being 20 feet in width adjacent to the northerly highway bounds of Big Tree Road, and

WHEREAS, the Grantee agrees to repair any damage which may result from its acts in laying, maintaining, altering, operating, relocating, changing, extending, relaying and removing said pipeline(s), and

WHEREAS, the Grantee, its successors and assigns is further granted the right, from time to time, to lay any additional pipelines within the right of way, and

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WHEREAS, the Grantee, its successors and assigns, shall have unimpaired ingress, egress and access to and from the right of way together with the right to make installations to furnish gas service from such pipelines(s) as is/are necessary and/or convenient to the exercise of the rights granted herein, and

WHEREAS, the Grantor agrees not to permit or create any permanent obstruction of any kind within the right of way, and

WHEREAS, the Grantor retains full use and enjoyment of said premises, provided such use shall not interfere with or obstruct the rights herein granted, and

WHEREAS, the rights herein granted are divisible and assignable in whole or in part, and

WHEREAS, the terms, covenants and provisions of this right of way shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto, and

WHEREAS, said parties of the first part covenants as follows:

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Executive is authorized to deliver to National Fuel Gas Corporation in consideration of One and 00/100 Dollars (\$1.00) a Permanent Right of Way and Easement on the following:

All That Tract Or Parcel of Land situate in the Town of Hamburg, County of Erie, State of New York being part of Farmlot 16, Township 9 Range 8 of the Holland Land Company Survey being further described as subplot 643 as filed under Map Cover 416.

Excepting that portion appropriated by the State of New York being part of Big Tree Road, and be it further

RESOLVED, that the Clerk of the Legislature provide certified copies of this resolution to the Division of Budget, Management and Finance, the County Comptroller, the County Attorney and the Finance Office.

MR. WEINSTEIN moved the approval of the resolution. MR. McCARVILLE seconded.

CARRIED UNANIMOUSLY.

Item 88 – (Comm. 20E-45) Sale of County Owned Inventory – Best Street, Town of Evans.

Item 89 – (Comm. 20E-46) Mr. C's Dry Cleaners – NYSDEC Hazardous Waste Site, Town of East Aurora.

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The above two items were received and referred to the FINANCE & MANAGEMENT COMMITTEE.

Item 90 – (Comm. 20E-47) OPEN ITEM: Sewer District Bond Authorization.

Item 91 – (Comm. 20E-48) ECSD No. 2 – Sanitary Sewer Extensions – Change Order No. 1 – Kandy Company.

Item 92 – (Comm. 20E-49) ECSD Nos. 1-6 User Charge Rates.

Item 93 – (Comm. 20E-50) ECSD Nos. 1-6 User Charge Rates – 2003.

Item 94 – (Comm. 20E-51) EC/Southtowns Sewage Treatment Agency – NYS Water Pollution Control Revolving Loan Program – Oxygen Generation System.

Item 95 – (Comm. 20E-52) EC/Southtowns Sewage Treatment Agency – NYS Water Pollution Control Revolving Loan Program – Blasdell Merger/Rush Creek Interceptor.

Item 96 – (Comm. 20E-53) ECSD No. 6 – Storm Sewer Rules & Regulations.

Item 97 – (Comm. 20E-54) ECSD No. 4 – Sluice Gate/Chamber Engineering Study & Preliminary Design Services – Blasland, Bouk & Lee.

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

FROM THE COMPTROLLER

Item 98 – MR. WEINSTEIN presented the following resolution and moved for immediate consideration. MS. CHASE seconded.

CARRIED UNANIMOUSLY.

Re: Bond Resolution – \$2,249,000 –
 Search/Rescue/Surveillance Helicopter for EC
 Sheriff's Department. (Comm. 20E-55)

RESOLUTION NO. 457-2002

BOND RESOLUTION DATED November 7, 2002

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November 7, 2002

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BOND RESOLUTION OF THE COUNTY OF ERIE, NEW YORK, AUTHORIZING THE ACQUISITION OF A SEARCH/RESCUE/SURVEILLANCE HELICOPTER FOR USE BY THE ERIE COUNTY SHERIFF'S DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,249,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,249,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF.

(Introduced) November 4, 2002

(Adopted) November 7, 2002

BE IT RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ERIE, NEW YORK (by the affirmative vote of not less than two thirds of the voting strength of said Legislature), AS FOLLOWS:

Section 1. The County of Erie, New York (herein called "County"), is hereby authorized to acquire a search/rescue/surveillance helicopter for use by the Erie County Sheriff's Department. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and to the financing thereof, is \$2,249,000, and said amount is hereby appropriated therefor. To the extent that the details set forth in this resolution are inconsistent with any details set forth in the 2002 Capital Budget of the County, such Budget shall be deemed and is hereby amended. The plan of financing includes the issuance of \$2,249,000 bonds of the County and any bond anticipation notes issued in anticipation of the sale of said bonds to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the County in the principal amount of \$2,249,000 are hereby authorized to be issued for the specific object or purpose described in Section 1 hereof, 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") to finance said appropriation.

Section 3. The period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 35 of the Law, is fifteen (15) years, as determined by an appropriate engineering professional (an aeronautical engineer).

Section 4. The County intends to finance, and the Comptroller of the County is hereby authorized to advance such amounts as are necessary to pay the costs of the object or purpose described in Section 1 hereof prior to the issuance of the bonds or bond anticipation notes authorized out of any available funds of the County, on an interim basis, which amounts are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the County, pursuant to this Bond Resolution, in the maximum amount of bonds herein authorized. This Resolution is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 5. Subject to the provisions of this Resolution and of said Local Finance Law, and pursuant to the provisions of §30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of §§50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the County Legislature relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, relative to providing for substantially level or declining annual debt service, and relative to prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Comptroller of the County, as the chief fiscal officer of the County.

Section 6. Each of the bonds authorized by this Resolution and any bond anticipation notes issued in anticipation of the sale thereof shall contain the recital of validity prescribed by §52.00 of said Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the County of Erie, payable as to both principal and interest by general tax upon all the taxable real property within the County without limitation as to rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds or the renewals of said notes, and provision shall be made annually in the budgets of the County by appropriation for (a) the amortization and redemption of the notes and bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. The validity of the bonds authorized by this Resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of this Resolution, or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Resolution shall take effect immediately upon approval by the County Executive.

MR. WEINSTEIN moved the approval of the resolution. MS. CHASE seconded.

CHAIRMAN DeBENEDETTI directed a roll call vote to be taken.

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AYES: DALE, DUSZA, FISHER, HOLT, KUWIK, MARINELLI, PEOPLES, SCHROEDER, SWANICK, CHASE, CUSACK, DeBENEDETTI, FALKNER, LARSON, McCARVILLE, RANZENHOFER, & WEINSTEIN.

CARRIED UNANIMOUSLY.

CHAIRMAN DeBENEDETTI directed that the Legislature enter into recess at 3:29 p.m.

CHAIRMAN DeBENEDETTI reconvened the Legislature at 3:34 p.m.

FROM CHAIRMAN DeBENEDETTI

Item 99 – (Comm. 20E-56) Appointment of Legislator McCarville as Additional Member of Budget, Finance & Management Committee.

RECEIVED, FILED & PRINTED.

November 4, 2002

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

Dear Ms. Manzella:

Pursuant to Rule No. 38 of the “Rules of Order for Erie County Legislative Meetings” I hereby appoint Legislator *Steven P. McCarville* as the additional member of the Budget, Finance & Management Committee.

Sincerely,

ALBERT DeBENEDETTI
 Chairman

Item 100 – (Comm. 20E-57) Letter to Clerk of Legislature Re: Special Session (11/21/02) & Session Schedule Change.

RECEIVED, FILED & PRINTED.

MEETING NO. 20
November 7, 2002

ERIE COUNTY LEGISLATURE

November 4, 2002

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

Dear Ms. Manzella:

Pursuant to Rule 2 of the *RULES OF ORDER* of the Erie County Legislature, you are hereby directed to call a Special Meeting of the Erie County Legislature to be held on **THURSDAY, NOVEMBER 21, 2002, at ELEVEN O’CLOCK** in the morning of that day in the Erie County Legislature Chambers located in the Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting will be to accept the Report of the Budget Committee and to lay the Erie County Executive’s 2003 Tentative Budget on the table of the Erie County Legislature.

The 2:00 p.m. Regular Session on November 21, 2002 will proceed as scheduled.

BE FURTHER ADVISED that I have changed the date of the Session previously scheduled for Tuesday, December 3, 2002 to **MONDAY, NOVEMBER 25, 2002, at TWO O’CLOCK** in the afternoon of that day in the Erie County Legislature Chambers located in the Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting will be to vote on the 2003 Erie County Budget.

Thank you.

Sincerely,

ALBERT DeBENEDETTI
Chairman
Erie County Legislature

COMMUNICATIONS FROM THE DEPARTMENTS

FROM THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY

Item 101 – (Comm. 20D-1) Notice of Meeting Held 10/17/02 & Agenda.

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Received and filed.

FROM THE BOARD OF ELECTIONS

Item 102 – (Comm. 20D-2) Apportionment of Expenses for 2001 Elections.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE COMPTROLLER

Item 103 – (Comm. 20D-3) Copy of Letter to Legislators Swanick, Fisher & Schroeder Re: Comm 18E-14 (2002).

Received and referred to the REGIONALISM AD HOC COMMITTEE.

FROM ECMC

Item 104 – (Comm. 20D-4) Minutes of Meeting Held 9/12/02.

Item 105 – (Comm. 20D-5) Minutes of Meeting Held 10/17/02.

The above two items were received and filed.

FROM THE COUNTY ATTORNEY

Item 106 – (Comm. 20D-6) Notice of County Executive's Public Hearing for Intro No. 9 – 2002 (Print 2).

RECEIVED, FILED & PRINTED.

October 18, 2002

VIA HAND DELIVERY

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

RE: Notice of Public Hearing
Local Law Intro. No. 9-2002 (Print 2)

Dear Ms. Manzella:

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ERIE COUNTY LEGISLATURE

Enclosed herein is a copy of the Public Hearing Notice for the above-captioned Local Law Intro., which was approved by the Erie County Legislature on October 17, 2002.

Please post the enclosed for the information for anyone who may be interested in attending this hearing.

Very truly yours,

FREDERICK A. WOLF
 Erie County Attorney

By: MELISSA O. HEIMERL
 Assistant County Attorney

encl.

cc: Frederick A. Wolf, Erie County Attorney
 Susannah M. Bochenek, 2nd Assistant County attorney
 Thomas P. DeMartino, Esq., Senior Executive Assistant
 (all w/o attachment)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Erie County Executive, Joel A. Giambra, will hold a public hearing, Friday, November 1, 2002 at 9:30 a.m., concerning:

A LOCAL LAW setting forth additional eligibility criteria for certain organizations seeking public benefit monies from the County of Erie.

The hearing will be held at the Erie County Executive's office, 95 Franklin Street, 16th Floor, in the City of Buffalo, New York.

On October 17, 2002, the Erie County Legislature adopted Erie County Local Law Intro. No. 9 of 2002 (Print 2). Copies of the proposed local law are available for public inspection in the office of the Clerk of the Erie County Legislature, on the 7th Floor of 25 Delaware Avenue, in the City of Buffalo, New York.

JOEL A. GIAMBRA
 Erie County Executive

FROM ECMC

Item 107 – (Comm. 20D-7) Notice of Special Meeting of Board of Managers Held 10/22/02.

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ERIE COUNTY LEGISLATURE

Item 108 – (Comm. 20D-8) Agenda for Finance Committee Meeting Held 10/25/02 & Minutes of Previous Meeting.

The above two items were received and filed.

FROM BUDGET, MANAGEMENT & FINANCE

Item 109 – (Comm. 20D-9) Budget Monitoring Report for Period Ending 7/31/02.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE CLERK OF THE LEGISLATURE

Item 110 – (Comm. 20D-10) Copy of Memo to All Legislators Re: Copy of Erie County Legislature's 2003 Budget Hearing Schedule.

Received and filed.

FROM ECC

Item 111 – (Comm. 20D-11) Minutes of Board Meeting Held 10/30/02.

Received and filed.

FROM THE CLERK OF LEGISLATURE

Item 112 – (Comm. 20D-12) Special Meeting Notice.

RECEIVED, FILED & PRINTED.

November 4, 2002

To: All Erie County Legislators
 From: Laurie A. Manzella, Clerk of the Legislature
 Subject: **SPECIAL MEETING NOTICES**

PLEASE TAKE NOTICE that pursuant to Rule 2 of the *RULES OF ORDER* of the Erie County Legislature and under the direction of Chairman Albert DeBenedetti, there will be a **SPECIAL MEETING** of the Erie County Legislature on **THURSDAY, NOVEMBER 21, 2002, at eleven o'clock in the morning** of that day in the Erie County Legislature Chambers located in the

MEETING NO. 20
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Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting is to accept the Report of the Budget Committee and to lay the Erie County Executive's 2003 Tentative Budget on the table of the Erie County Legislature.

Be advised that the 2:00 p.m. Regular Session on November 21, 2002 will proceed as scheduled.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 2 of the Rules of Order of the Erie County Legislature and under the direction of Chairman Albert DeBenedetti, there will be a **SPECIAL MEETING** of the Erie County Legislature on **MONDAY, NOVEMBER 25, 2002, at two o'clock in the afternoon** of that day in the Erie County Legislature Chambers located in the Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting is to vote on the 2003 Erie County Budget.

This Session (11-25-02) replaces the previously scheduled date of Tuesday, December 3, 2002.

Thank you.

ATTACHMENT – 1 (Chairman DeBenedetti's Letter)

November 4, 2002

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

Dear Ms. Manzella:

Pursuant to Rule 2 of the *RULES OF ORDER* of the Erie County Legislature, you are hereby directed to call a Special Meeting of the Erie County Legislature to be held on **THURSDAY, NOVEMBER 21, 2002, at ELEVEN O'CLOCK** in the morning of that day in the Erie County Legislature Chambers located in the Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting will be to accept the Report of the Budget Committee and to lay the Erie County Executive's 2003 Tentative Budget on the table of the Erie County Legislature.

The 2:00 p.m. Regular Session on November 21, 2002 will proceed as scheduled.

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BE FURTHER ADVISED that I have changed the date of the Session previously scheduled for Tuesday, December 3, 2002 to **MONDAY, NOVEMBER 25, 2002, at TWO O'CLOCK** in the afternoon of that day in the Erie County Legislature Chambers located in the Ceremonial Courtroom, Part 6, 2nd floor of the old County Hall, 92 Franklin Street, in the City of Buffalo, New York.

The purpose of this meeting will be to vote on the 2003 Erie County Budget.

Thank you.

Sincerely,

ALBERT DeBENEDETTI
Chairman
Erie County Legislature

COMMUNICATIONS FROM THE PEOPLE AND OTHER AGENCIES

FROM THE NYS BOARD OF REAL PROPERTY SERVICES

Item 113 – (Comm. 20M-1) List of Certified 2002 State Equalization Rates.

Item 114 – (Comm. 20M-2) List of Certified 2002 Class Equalization Rates.

The above two items were received and referred to the FINANCE & MANAGEMENT COMMITTEE.

FROM THE WNY STOP RED LIGHT RUNNING FOUNDATION

Item 115 – (Comm. 20M-3) A Guide to Red Light Camera Programs.

Received and referred to the PUBLIC SAFETY COMMITTEE.

FROM THE CITY OF BUFFALO POLICE DEPARTMENT

Item 116 – (Comm. 20M-4) EC Public Benefit Money Spent in 2001.

Received and referred to the PUBLIC SAFETY COMMITTEE.

FROM NYSDEC

Item 117 – (Comm. 20M-5) Fact Sheet – Additional Clean-Up Work at Leica.

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Received and referred to the ENERGY & ENVIRONMENT COMMITTEE.

FROM SCHOHARIE COUNTY

Item 118 – (Comm. 20M-6) Resolution Supporting Upstate Dairy Industry.

Received and filed.

FROM THE NFTA

Item 119 – (Comm. 20M-7) Metro Cash Flow Statements 4/1/02 – 3/31/02
(Actual/Projected), 10/1/02 – 9/30/03 (Projected).

Received and filed.

FROM SENATOR RATH

Item 120 – (Comm. 20M-8) Receipt of Resolution.

Item 121 – (Comm. 20M-9) Receipt of Resolution.

The above two items were received and filed.

FROM GEORGE KNAB

Item 122 – (Comm. 20M-10) Copy of Letter to County Executive Re: Retirement &
Dissatisfaction with Procedure for Early Retirement Incentive.

Received and filed.

FROM THE TOWN OF ORCHARD PARK

Item 123 – (Comm. 20M-11) Resolution Supporting Jim Kelly Boulevard.

Received and filed.

FROM THE NYS BOARD OF REAL PROPERTY SERVICES

Item 124 – (Comm. 20M-12) Certificate of County Equalization Rates for 2002 Assessment
Rolls for Municipalities in County of Erie.

Received and referred to the FINANCE & MANAGEMENT COMMITTEE.

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FROM THE ECIDA

Item 125 – (Comm. 20M-13) Notice of Board of Directors Meeting to be Held 11/13/02.

Received and filed.

FROM SENATOR RATH

Item 126 – (Comm. 20M-14) Receipt of Resolution.

Received and filed.

FROM THE ERIE COUNTY CULTURAL RESOURCES ADVISORY BOARD

Item 127 – (Comm. 20M-15) Memo to All Legislators Re: Cultural Board's 2002 Funding Recommendations.

Received and referred to the COMMUNITY ENRICHMENT COMMITTEE.

Item 128 – LEGISLATOR SWANICK moved to reconsider Intro. 20-9. MR. DALE seconded.

CHAIRMAN DeBENEDETTI directed a roll call vote to be taken.

AYES: DALE, DUSZA, FISHER, HOLT, KUWIK, MARINELLI, PEOPLES, SCHROEDER, & SWANICK. NOES: CHASE, CUSACK, DeBENEDETTI, FALKNER, LARSON, McCARVILLE, RANZENHOFER, & WEINSTEIN.

FAILED. (WEIGHTED VOTE: 8.498 – 8.502)

Item 129 – MR. SWANICK moved to change the votes of LEGISLATORS DALE, DUSZA, FISHER, HOLT, KUWIK, SCHROEDER, & SWANICK to the negative on the amendment to Intro. 20-9. MR. SCHROEDER seconded.

CARRIED UNANIMOUSLY.

Item 130 – MR. SWANICK moved to change the votes of LEGISLATORS DALE, DUSZA, FISHER, HOLT, KUWIK, SCHROEDER, & SWANICK to the negative on the approval as amended of Intro. 20-9. MR. SCHROEDER seconded.

CARRIED UNANIMOUSLY.

MEMORIAL RESOLUTIONS

Item 131 – Legislators Dale & Peoples requested that when this legislature adjourns, it do so in memory of Buffalo Police Office James A. Shields.

Item 132 – Legislators Ranzenhofer, Dale, Dusza & Peoples requested that when this legislature adjourns, it do so in memory of Cheektowaga Police Detective Wasyl “Bill” Potienko.

Item 133 – Legislator Cusack requested that when this legislature adjourns, it do so in memory of Kathleen Wending.

Item 134 – Legislator Holt requested that when this legislature adjourns, it do so in memory of Laurence Russel.

Item 135 – Legislator Holt requested that when this legislature adjourns, it do so in memory of Brenda Carter.

Item 136 – Legislator Holt requested that when this legislature adjourns, it do so in memory of Robert V. Douglas.

Item 137 – Legislators Peoples and Holt requested that when this legislature adjourns, it do so in memory of all the dead sniper victims.

Item 138 – Legislator Peoples requested that when this legislature adjourns, it do so in memory of Shirley A. Harris.

Item 139 – Legislator Peoples requested that when this legislature adjourns, it do so in memory of Donald Speed.

Item 140 – Legislator Schroeder requested that when this legislature adjourns, it do so in memory of Kevin Lalley.

Item 141 – Legislator Kuwik requested that when this legislature adjourns, it do so in memory of Francis Doherty.

Item 142 – Legislator Peoples requested that when this legislature adjourns, it do so in memory of Willie Jimison.

Item 143 – Legislator Chase requested that when this legislature adjourns, it do so in memory of Edith Burke.

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ADJOURNMENT

Item 144 – At this time, there being no further business to transact, the Chairman announced that the Chair would entertain a Motion to Adjourn.

MR. WEINSTEIN moved that the Legislature adjourn until 11 a.m. Thursday, November 21, 2002. MR. SWANICK seconded.

CARRIED UNANIMOUSLY.

The Chairman declared the Legislature adjourned until Thursday, November 21, 2002 at 11 a.m. Eastern Standard Time.

LAURIE A. MANZELLA
CLERK