



# THE ERIE COUNTY LEGISLATURE

Session No. 19  
OCTOBER 23, 2025

Timothy J. Meyers  
*Chair*

John J. Gilmour  
*Majority Leader*

John J. Mills  
*Minority Leader*

Olivia M. Owens  
*Clerk of the Legislature*

## ROLL CALL

INVOCATION: Mr. Dupre

PLEDGE OF ALLEGIANCE: Mr. Kooshoian

AMENDMENTS TO RULES OF THE LEGISLATURE FOR 2025

TABLED ITEMS

ITEMS FOR RECONSIDERATION FROM PREVIOUS MEETING

MINUTES OF PREVIOUS MEETING: [Meeting No. 18](#)

PUBLIC HEARING

## MISCELLANEOUS RESOLUTIONS:

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LEGISLATURE	Honoring Jerry Zremski on His Retirement from the Buffalo News
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MAJORITY CAUCUS	Acknowledging and Recognizing National Dental Hygiene Month
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MAJORITY CAUCUS	Acknowledging and Recognizing National Depression and Mental Health Screening Month
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MAJORITY CAUCUS	Acknowledging and Recognizing National Physical Therapy Month
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DUPRE	Celebrating and Honoring Desron Weatherspoon
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KOOSHOIAN	Honoring the Life and Legacy of Rocco J. Diina
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KOOSHOIAN	Honoring Mary Ehde as Grand Island Citizen of the Year for Patriotic Spirit
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KOOSHOIAN	Honoring Jude Kuehne as Grand Island Citizen of the Year for Service in the Community
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KOOSHOIAN	Honoring Kate Feroletto as 25th President of the Western New York Affiliate of the New York State Trial Lawyers' Association
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KOOSHOIAN	Honoring Karen Carr Keefe as Grand Island Citizen of the Year for Journalism
KOOSHOIAN	Honoring Scott Kolis as Grand Island Citizen of the Year for Service to Youth
KOOSHOIAN	Honoring Grand Island Dance as Business of the Year
VINAL	Acknowledging and Recognizing Health Literacy Month
VINAL	Celebrating and Honoring David Sherman - Erie County Wall of Honor
VINAL	Celebrating and Honoring the Late Ron Smeller -- Erie County Wall of Honor
GREENE	Honoring Polla Milligan and White Whiskers Senior Dog Sanctuary In Celebration of National Make a Difference Day
GREENE	Honoring Elaine Wolfe In Celebration of National Make a Difference Day
GREENE	Honoring James "Jamie" Dussing as President, New York State Association of Town Superintendents of Highways
GREENE	Honoring George Emerling In Celebration of National Make a Difference Day
GREENE	Celebrating the Grand Opening of Green Dragon Guns
GREENE	Honoring Paul Justinger In Celebration of National Make a Difference Day
MEYERS	Celebrating and Honoring Michael Lombardo -- Erie County Wall of Honor
MEYERS	Celebrating and Honoring Michael Kluck -- Erie County Wall of Honor
MEYERS	Celebrating and Honoring Todd Roland -- Erie County Wall of Honor
MEYERS & VINAL	Recognizing and Honoring Weso?y Lud Polish Folk Dance Company during Polish American Heritage Month

TODARO Recognizing Saint John's Lutheran Church On Its 130th Anniversary

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TODARO Celebrating G.O.A.T Nutrition On Its Grand Opening

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TODARO Recognizing Garret J. Gaczewski on His New York State Police Academy Graduation

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TODARO Celebrating the Grand Opening of Heritage Cabinetry

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GILMOUR Celebrating and Honoring Ric Dimpfl -- Erie County Wall of Honor

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LORIGO Honoring the Life and Legacy of Donald Trzepacz Sr. Upon His Induction to the Erie County Fire Services Wall of Honor

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LORIGO Honoring the Elma Fire Company for 40 Years of Providing Advanced Life Support to the Community

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LORIGO Recognizing 42 North Brewing Company On Its 10th Anniversary

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MILLS Celebrating the Sweet Success of Nothing Bundt Cakes

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MILLS Honoring Cellino Plumbing, Heating, Cooling & Electric Orchard Park Chamber of Commerce's 2025 Business of the Year

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MILLS Honoring Keith Belanger on His Retirement

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**LOCAL LAWS:**

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LL INTRO. 6-1 (2025)	MAJORITY CAUCUS	Authorizing Purchasing Based on Best Value & Expanded Use of Cooperative Purchasing	Finance & Management
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LL INTRO. 7-2 (2024)	KOOSHOIAN	The STUNT Law	Public Safety
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LL INTRO. 5-3 (2024)	BARGNESI	Amending the Erie County Charter in Relation to Term Lengths and Term Limits	
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**COMMITTEE REPORTS:**

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Report No. 10 PUBLIC SAFETY COMMITTEE

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Report No. 13 ENERGY & ENVIRONMENT COMMITTEE

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Report No. 10 HEALTH & HUMAN SERVICES COMMITTEE

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Report No. 10 FINANCE & MANAGEMENT COMMITTEE

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Report No. 3 GOVERNMENT AFFAIRS COMMITTEE

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Report No. 13 ECONOMIC DEVELOPMENT COMMITTEE

**LEGISLATOR RESOLUTIONS:**

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INTRO. 19-1 DUPRE & ST. JEAN TARD Re-Allocation of Public Benefit Funds

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INTRO. 19-2 ST. JEAN TARD Requesting Update on the MWBE Disparity Study

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INTRO. 19-3 DUPRE Request for Formal Update on Post-Construction Small-Business Enterprises Utilization, Right-Sizing, & Concessions Readiness at the New Highmark Stadium

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INTRO. 19-4 ST. JEAN TARD Request for the New Highmark Stadium Erie County Hospitality Center Policy Plans

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INTRO. 19-5 MINORITY CAUCUS Supporting Proposed Amendments to NYS's Humane Alternatives to Long-Term Solitary Confinement (HALT) Act

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INTRO. 19-6 DUPRE Calling on Kaleida Health to Keep Open the Family Planning Center

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INTRO. 19-7 ST. JEAN TARD Calling for Erie County to Address the Loss of Federal SNAP Support

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INTRO. 19-8 VINAL Adjusting from the Income Limits for an Erie County Senior Citizen Property Tax Exemption

**COMMUNICATIONS DISCHARGED FROM COMMITTEE:**

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COMM. 16E-22 From the Finance & Management Committee From the County Executive: Amendments to Documents Regarding the Buffalo Bills & New Stadium Project

SUSPENSION OF THE RULES:

COMMUNICATIONS FROM ELECTED OFFICIALS:

COMM. 19E-1	COUNTY EXECUTIVE	2026 Proposed Erie County Budget	Finance & Management Budget
COMM. 19E-2	COMPTROLLER	2026 Tentative Budget Revenue & Major Expenditure Estimates	Finance & Management Budget
COMM. 19E-3	COUNTY CLERK	COMM. 18E-10 Supplemental Material	Government Affairs
COMM. 19E-4	LORIGO	Letter Requesting Update on County-Wide Disparity Study	M/WBE
COMM. 19E-5	COUNTY EXECUTIVE	Purchase of 2025 & Any Unsold Tax Lien Certificates	Finance & Management
COMM. 19E-6	COUNTY EXECUTIVE	ECSD No. 8 - Engineering Term Contract Agreement (Work Order: LAB-4)	Energy & Environment
COMM. 19E-7	COUNTY EXECUTIVE	ECSD Nos. 1-6 & 8 - User Charges 2026	Energy & Environment
COMM. 19E-8	COUNTY EXECUTIVE	ECSD Nos. 1-6 & 8 RFP - Professional Engineering Services Term Agreements (2026-28)	Energy & Environment
COMM. 19E-9	COUNTY EXECUTIVE	Authorization to Contract with Educational Institutions & Providers	Economic Development
COMM. 19E-10	COUNTY EXECUTIVE	Authorization to Contract with a Part-Time Training Specialist - Criminal Justice Systems	Public Safety
COMM. 19E-11	COUNTY EXECUTIVE	Rehabilitation of Chestnut Ridge Park Rd. Over Big Gulf Creek Culvert - Construction Phase Services	Economic Development
COMM. 19E-12	COUNTY EXECUTIVE	Contract for Capital Improvements to Buffalo Southern and DL&W County Railroads	Economic Development
COMM. 19E-13	SHERIFF	Searchlight Purchase	Public Safety

**COMMUNICATIONS FROM THE DEPARTMENTS:**

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COMM. 19D-2	COUNTY ATTORNEY	Transmittal of New Claims Against Erie County	Government Affairs
COMM. 19D-2	COUNTY ATTORNEY	Opinion as to Form Local Law Intro. No. 7-2 2024	R&F
COMM. 19D-3	DIRECTOR OF BUDGET & MANAGEMENT	August 2025 Budget Monitoring Report	Finance & Management

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**COMMUNICATIONS FROM THE PEOPLE AND OTHER AGENCIES:**

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COMM. 19M-1	NYS REAL PROPERTY TAX SERVICES	County Equalization Rates for 2025 Assessment Rolls	Finance & Management
COMM. 19M-2	NFTA EXECUTIVE DIRECTOR	Metro Cash Flow Statements	Economic Development
COMM. 19M-3	ECWA	2026 Operating & Maintenance and Capital Budgets	Finance & Management
COMM. 19M-4	ASSIGNED COUNSEL PROGRAM	Quarterly Report - 2025 3rd Quarter	Government Affairs

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**ANNOUNCEMENTS:**

**MEMORIAL RESOLUTIONS:**

**ADJOURNMENT:**

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT  
AMENDMENTS TO RULES OF THE LEGISLATURE FOR 2025

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Attachments

RULES CHANGES

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## **Amendment to 2025 RULES OF ORDER - ERIE COUNTY LEGISLATURE**

### **Background**

On July 24, 2025, the legislature passed Local Law 3-2025, codifying recommendations of the Erie County Charter Revision Commission.

As part of that law, Section 212 will be added to our Charter. This provision states:

“Section 212. Public Comment. At the beginning of every meeting of the Legislature, there shall be an opportunity given to members of the public in attendance to address the Legislature. The Chair of the Legislature shall be empowered to create rules regarding public comment, and such rules must be published on the county website and adopted by the Legislature in their Rules of Order.”

As such, the Legislature must modify their Rules of Order to provide the terms of public comment at meetings.

### **AMENDMENTS**

#### **2.06 ORDER OF BUSINESS:**

The Order of Business of each session shall be:

1. Calling the roll of members by the Clerk;
2. Public Comment;
3. Consideration of the Minutes of the preceding meeting(s);
4. Consideration and presentation of miscellaneous resolutions. Each legislator shall be entitled to four (4) annual presentations including “Citizen of the Month”, with no regular session having more than two (2) presentations. Selection of presentations shall be determined by the order in which requests are filed with the Clerk of the Legislature;
5. The consideration of Communications, Local Laws and Resolutions on the Table of the Legislature;
6. Reports of Standing Committees;
7. Reports of Special Committees;
8. Presentation of Resolutions;

9. Presentation of Resolutions and Communications to be Discharged from a Standing Committee or Special Committee;
10. Presentation of Resolutions and Communications which require a Suspension of the Rules for the purpose of considering the item or sending it to committee;
11. Presentation of Communications from Elected County Officials, County Departments, and the People and Other Agencies;
12. Unfinished Business;
13. Public Comment;
14. Announcements from the Chair;
15. Announcement of Committee Meetings;
16. Presentation of Memorial Resolutions; and
17. Adjournment.

The Chair in his or her discretion may change the Order of Business at any session except as otherwise provided in Section 4.04.

***Add Rule 2.37***

**Public Comment:**

The purpose of the first session of Public Comment is to allow opportunity for the public to formally communicate with the Legislature on any matter involving the County relative to the session's agenda. The purpose of the second session of Public Comment is to allow opportunity for the public to formally communicate with the Legislature on any matter. The rules set forth below are put in place for the benefit of members of the public attending the session. The rules are not intended to stifle citizen participation, only to provide a safe and comfortable environment for the free flow of information to the public regarding county business.

- 1) Public comment is not designed to be a conversation with the Legislature, but an opportunity for the public to express their opinion on issues that the Legislature. The Legislature is not obligated to respond to public comments.

- 2) The first session of Public Comment will take place at the beginning of each Legislative session. This is done early in meetings to allow residents to speak on matters on the agenda. Public Comment shall not exceed thirty minutes unless extended by a majority vote of the Legislature.
  - 3) The second session of Public Comment will take place at the end of each Legislative session. This will allow residents to speak on matters related to County business. Public comment shall not exceed thirty minutes unless extended by a majority vote of the Legislature.
  - 4) Residents wishing to speak shall affix their name to a sign in sheet and be recognized in the order to which they signed in. The Chair shall recognize residents who wish to speak. Once recognized, the speaker shall state his or her name and address and proceed to comment. In fairness to all members of the public, speakers should focus on the facts of the matter at hand and confine comments to no more than three minutes. Yielding time to another or otherwise giving time to a speaker to extend the three (3) minute period by another person shall not be permitted.
  - 5) After the last signed in speaker has spoken, the Chair will ask if any additional members of the public who have not previously signed in would like to speak.
  - 6) Any person wishing to submit a written statement to be read into the record shall provide said statement to the Chair at the beginning of the meeting/public hearing. The Clerk shall read said statement in accordance with the decorum below.
  - 7) The Chair shall act as timekeeper or designate staff or another elected official to serve in this capacity.
  - 8) Residents wishing to address the Legislature will adhere to the following decorum:
    - i. The public comment session is not a debate, either with the Legislators or other members of the audience. Speakers shall address the Legislature as a whole, in an orderly manner. All speakers shall refrain from partisan political commentary and refrain from personal remarks directed to any one Legislator, staff, or general public. It is inappropriate to utilize a public meeting for the purpose of making political speeches, including threats of political action and the same will not be allowed.
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- ii. The use of profane, vulgar, inflammatory, threatening, abusive, or disparaging language or racial or ethnic slurs shall not be tolerated.
- iii. No member of the public shall engage in any demonstration, booing, hand clapping, or otherwise disrupt the formality of a session of the Legislature.
- iv. Discussion and exchanges between active speakers and attendees/audience members of the public meeting or hearing are prohibited. A speaker may, however, when properly recognized, state agreement or disagreement with the views of prior speakers in his/her comments directed to the Legislators.
- v. Banners or other signs are not permitted in the meeting room, nor shall distribution of flyers within the meeting room be permitted. Nothing shall prohibit a person from holding a lawful sign or handing out flyers outside of the meeting location.
- vi. Any person who disregards the directives of the Chair, or any other person designated by the Chair to enforce the rules or who generally conducts himself or herself in a boisterous or inappropriate manner while addressing the Legislature, thereby disturbs the peace at such meeting and will be barred from further participation at such meeting and shall forfeit any balance of time remaining for his or her comments. Residents who act in a disruptive behavior that interferes with business of the Legislature will be asked to leave Chambers and may be charged with disorderly conduct as per the Penal Law.
- vii. Playing of audio or video recorded material is not permitted.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LEGISLATURE

Honoring Jerry Zremski on His Retirement from the Buffalo  
News

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Attachments

25PROC. 19-1

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY

BUFFALO, N.Y., OCTOBER 23, 2025, A.D.

I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall in the City of Buffalo on the 23<sup>rd</sup> Day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:

**Honoring Jerry Zremski  
On His Retirement from the Buffalo News**

**WHEREAS, Jerry Zremski** received his bachelor's degree in newspaper journalism from Syracuse University in 1982, a master's degree in political science from American University, and spent an academic year at Harvard University as a Niewman fellow in 1999; and

**WHEREAS, Jerry Zremski** began his career with the Buffalo News in 1984 as a business reporter and by 1989 was covering Washington, DC focusing on federal issues of importance to Western New York residents; and

**WHEREAS, Jerry Zremski's** reporting included traveling to France to cover the capture and extradition of James Kopp, who was later convicted of murdering Amherst abortion provider Barnett Slepian, being an embedded correspondent during the Iraq War, and writing extensively on the past five presidential elections, among many others; and

**WHEREAS, Jerry Zremski** served in many distinguished roles including president of the Regional Reporters Association in 1997 and president of the National Press Club in 2007 as well as receiving numerous awards that include, the David Lynch Memorial Award for Excellence in Congressional Reporting in 2018 from the Washington Press Club Foundation and his work on "From Burma to Buffalo" won the Society of Professional Journalists Sigma Delta Chi Award in 2017; and

**WHEREAS, Jerry Zremski** is a lecturer at the Philip Merrill College of Journalism at the University of Maryland and directs the college's local news network, where he plans to devote his time and energy to investing in students.

**NOW, THEREFORE, BE IT RESOLVED,** the Erie County Legislature pauses in its deliberations to honor and recognize **Jerry Zremski** on his retirement from the Buffalo News and thank him for more than forty years of journalism that has benefited Western New York residents.

IN WITNESS WHEREOF,  
I HAVE HEREUNTO SET MY HAND AND SIGNATURE.

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**TIMOTHY MEYERS**  
Chair of the  
Erie County Legislature

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**JOHN J. MILLS**  
Minority Leader of the  
Erie County Legislature

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**JOHN J. GILMOUR**  
Majority Leader of the  
Erie County Legislature

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**LAWRENCE J. DUPRE**  
Erie County Legislator

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**TAISHA ST. JEAN TARD**  
Erie County Legislator

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**CHRISTOPHER D. GREENE**  
Erie County Legislator

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**MICHAEL KOOSHOIAN**  
Erie County Legislator

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**FRANK J. TODARO**  
Erie County Legislator

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**JOHN BARGNESI**  
Erie County Legislator

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**LINDSAY R. LORIGO**  
Erie County Legislator

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**JEANNE M. VINAL**  
Erie County Legislator

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**OLIVIA M. OWENS**  
Clerk of the Erie County Legislature

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MAJORITY CAUCUS

Acknowledging and Recognizing National Dental Hygiene  
Month

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Attachments

25PROC. 19-2

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30 OCT 7 25 12:04

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
BUFFALO, NY, OCTOBER 7, 2025

*Acknowledging and Recognizing  
National Dental Hygiene Month*

WHEREAS, *National Dental Hygiene Month* has been celebrated every October since 2009, created by the American Dental Hygienists' Association (ADHA) to raise awareness about the importance of oral health; and

WHEREAS, Dental hygienists combine clinical expertise with genuine care, make them true partners in our overall health and wellbeing; and

WHEREAS, dental offices can use October as an opportunity to engage with their community and highlight the value of preventive care; and

WHEREAS, poor oral health is linked to heart disease, diabetes, stroke; and

WHEREAS, regular cleanings and checkups can catch problems early when they're easier and less expensive to treat; and

WHEREAS, take a moment to appreciate the dedicated professionals who work tirelessly to keep our smiles healthy.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby wholeheartedly recognizes *National Dental Hygiene Month* serves as a reminder to show your appreciation as well as feature your hygienists throughout our community.

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**Hon. Timothy J. Meyers**  
*Chair of the Legislature*  
*Erie County Legislator, 7<sup>th</sup> District*

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**Hon. John J. Gilmour**  
*Majority Leader*  
*Erie County Legislator, 9<sup>th</sup> District*

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**Hon. Lawrence J. Dupre**  
*Erie County Legislator, 1st District*

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**Hon. Taisha St. Jean Tard**  
*Erie County Legislator, 2<sup>nd</sup> District*

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

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**Hon. John A. Bargnesi Jr.**  
*Erie County Legislator, 4<sup>th</sup> District*

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**Hon. Jeanne M. Vinal**  
*Erie County Legislator, 5<sup>th</sup> District*

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**Olivia M. Owens**  
*Clerk of the Legislature*

**Erie County Legislature**  
**Meeting Date: 10/23/2025**

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**SUBJECT**

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MAJORITY CAUCUS

Acknowledging and Recognizing National Depression and  
Mental Health Screening Month

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**Attachments**

25PROC. 19-3

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY

BUFFALO, NY, OCTOBER 7, 2025

ES LEG OCT 7 25 PM 2:05

*Acknowledging and Recognizing  
National Depression and Mental Health Screening Month*

**WHEREAS**, October is filled with a focus on mental health education and depression awareness; and

**WHEREAS**, *National Depression and Mental Health Screening Month* aims to bring awareness to the need for depression awareness and the need for accessible and affordable mental health screenings; and

**WHEREAS**, this month also provides a unique opportunity for individuals to reflect on their emotional well-being, reach out to those in need, and engage in open conversations about mental health; and

**WHEREAS**, a number of different factors can often come into play with depression that can include a mix of environmental, genetic, psychological, and biological /biochemical components; and

**WHEREAS**, not everyone experiences depression in the same way, but it can affect anyone at any time; and

**WHEREAS**, depression is a highly treatable condition with many different options available, but a professional should be sought out to help determine the best course of action for every individual that is suffering from it; and

**WHEREAS**, National Depression and Mental Health Screening Month serves as an invitation for everyone to embrace self-care, mindfulness, and emotional resilience.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature does hereby wholeheartedly recognizes *National Depression and Mental Health Screening Month* serves as a reminder to recognize the importance of mental health screenings.

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**Hon. Timothy J. Meyers**  
*Chair of the Legislature*  
*Erie County Legislator, 7<sup>th</sup> District*

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**Hon. John J. Gilmour**  
*Majority Leader*  
*Erie County Legislator, 9<sup>th</sup> District*

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**Hon. Lawrence J. Dupre**  
*Erie County Legislator, 1<sup>st</sup> District*

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**Hon. Taisha St. Jean Tard**  
*Erie County Legislator, 2<sup>nd</sup> District*

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

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**Hon. John A. Bargnesi Jr.**  
*Erie County Legislator, 4<sup>th</sup> District*

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**Hon. Jeanne M. Vinal**  
*Erie County Legislator, 5<sup>th</sup> District*

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**Olivia M. Owens**  
*Clerk of the Legislature*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MAJORITY CAUCUS

Acknowledging and Recognizing National Physical Therapy  
Month

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Attachments

25PROC. 19-4

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OCT 7 2025 12:06

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**

BUFFALO, NY, OCTOBER 7, 2025

*Acknowledging and Recognizing  
National Physical Therapy Month*

**WHEREAS**, *National Physical Therapy Month* occurs each October; and

**WHEREAS**, National Physical Therapy Month is an opportunity to raise awareness about the importance of physical therapy and physical activity, educate the public on what physical therapy is and the role it can play in improving their health, and express gratitude toward physical therapists and physical therapist assistants for all the work they do; and

**WHEREAS**, National Physical Therapy Month is so important because it dedicates time to highlight the role physical therapy plays in healthcare, to encourage collaboration between healthcare professionals and their patients to enhance patient care and connection, to acknowledge all of the hard and life-changing work that PTs and PTAs do, and to promote education opportunities for everyone to learn about the benefits of physical therapy so they can make informed decisions about the healthcare they receive; and

**WHEREAS**, this month-long celebration highlights the role of physical therapists in promoting health and wellness; and

**WHEREAS**, activities and events are organized to educate the public and healthcare community; and

**WHEREAS**, celebrate National Physical Therapy Month by engaging in PT events, sharing stories, promoting awareness, appreciating therapists, and supporting active living.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature does hereby wholeheartedly recognizes *National Physical Therapy Month* serves as a reminder to show your appreciation as well as featuring physical therapists and physical therapist assistants throughout our community.

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**Hon. Timothy J. Meyers**  
*Chair of the Legislature*  
*Erie County Legislator, 7<sup>th</sup> District*

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**Hon. John J. Gilmour**  
*Majority Leader*  
*Erie County Legislator, 9<sup>th</sup> District*

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**Hon. Lawrence J. Dupre**  
*Erie County Legislator, 1<sup>st</sup> District*

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**Hon. Taisha St. Jean Tard**  
*Erie County Legislator, 2<sup>nd</sup> District*

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

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**Hon. John A. Bargnesi Jr.**  
*Erie County Legislator, 4<sup>th</sup> District*

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**Hon. Jeanne M. Vinal**  
*Erie County Legislator, 5<sup>th</sup> District*

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**Olivia M. Owens**  
*Clerk of the Legislature*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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DUPRE

Celebrating and Honoring Desron Weatherspoon

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Attachments

25PROC. 19-5

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 10, 2025

*Celebrating and Honoring Desron Weatherspoon*

WHEREAS, bowling is a sport that fosters discipline, teamwork, and perseverance, serving as a source of joy and inspiration for individuals of all ages; and

WHEREAS, *Desron Weatherspoon* became a dedicated and talented young athlete at the age of 10 and has demonstrated exceptional skill, sportsmanship, and commitment to the sport of bowling, earning admiration from peers and mentors alike; and

WHEREAS, Desron started to learn and harness his bowling skills at Amherst and Allied Lanes; and

WHEREAS, Desron serves as a role model for aspiring bowlers, exemplifying the values of hard work, humility, and a passion for excellence; and

WHEREAS, achieving a perfect score of 300 in bowling is a rare and extraordinary accomplishment, requiring exceptional skill, precision, and unwavering focus; and

WHEREAS, Desron has bowled a total of 25 sanctioned – 300 games and bowled 7 sanctioned - 800 series sets; and

WHEREAS, this year, Desron achieved a monumental accomplishment in becoming the first person in the Greater Buffalo / USBC to bowl a perfect 900 series; and

WHEREAS, on a national level, Desron became the 40<sup>th</sup> person and only the 2<sup>nd</sup> African American to finish with a 900 series; and

WHEREAS, this Honorable Body desires to acknowledge and recognize individuals such as *Desron Weatherspoon*.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby applauds and congratulates *Desron Weatherspoon* for his exceptional talent in bowling and wishes him the best in his future matches going forward.

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Hon. Lawrence J. Dupre  
Erie County Legislator, 1<sup>st</sup> District

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring the Life and Legacy of Rocco J. Diina

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Attachments

25PROC. 19-6

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

OCT 23 2025 11:43:03

*Honoring the Life and Legacy of Rocco J. Diina*

**WHEREAS**, Rocco J. Diina graduated from the FBI National Executive Institute, the Senior Management Institute for Police, and Empire State College with a degree in Criminal Justice; and

**WHEREAS**, Rocco began his career with the Buffalo Police Department at the age of 18 and had a career spanning decade; and

**WHEREAS**, he was recognized for his contributions to law enforcement through various awards including the New York State Bar Association for Outstanding Police Contributions and the Ebony & Ivory Award for Leadership in Diversity; and

**WHEREAS**, Rocco held leadership positions in numerous organizations including the FBI National Executive Institute Associates, the International Association for Chiefs of Police, Major Cities Chief Association, Police Executives Research Forum, and New York State Police Chiefs; and

**WHEREAS**, Rocco founded RJD Security, a multistate, comprehensive security firm which grew to over 900 officers with over 130 clients in Canada, Buffalo, Rochester, New York City, and Palm Beach County; and

**WHEREAS**, Rocco J. Diina served as the Buffalo Police commissioner from 1998 to 2005, in which during his tenure he implemented a business-like management style that emphasized professionalism and productivity resulting in significantly reduced crime and lower costs in the City of Buffalo; and

**WHEREAS**, Rocco J Diina also served as the President of the Buffalo Club and the regional chapter of the March of Dimes; and

**WHEREAS**, throughout his life and career, Rocco J. Diina demonstrated an unwavering commitment to the betterment of Buffalo, civic responsibility, integrity, and public service; and

**WHEREAS**, Rocco J. Diina will forever be remembered as an innovative businessman, dedicated citizen of the Buffalo community, heroic leader, loyal friend, and above all, a loving husband, father, and grandfather.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor the life and legacy of Rocco J. Diina for his exemplary leadership, deep values of hard work, and absolute dedication to strengthening community in the City of Buffalo and Erie County. Furthermore, the Erie County Legislature extends our sincere condolences to the friends, family, and loved ones of Rocco J. Diina.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Mary Ehde as Grand Island Citizen of the Year for  
Patriotic Spirit

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Attachments

25PROC. 19-7

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

EC LEG OCT 14 '25 PM 2:36

*Honoring Mary Ehde as Grand Island Citizen of the Year for Patriotic Spirit*

WHEREAS, the Grand Island Chamber of Commerce announced the recipients of its 2025 Citizen of the Year at a ceremony held October 9<sup>th</sup>, 2025; and

WHEREAS, The Citizen of the Year Patriotic is awarded to individuals who have demonstrated exceptional service to the community; and

WHEREAS, Mary Ehde was recognized for Patriotic Spirit for her long history of service through her leadership role in Grand Island Moose Lodge No. 180; and

WHEREAS, for the second year in a row, Mary is leading the fundraising effort to bring fireworks to Niagara Amusement Park & Splash World at Fantasy Island.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor Mary Ehde for her significant contributions to the Town of Grand Island and Erie County and congratulate her on this well-deserved recognition.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Jude Kuehne as Grand Island Citizen of the Year for  
Service in the Community

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Attachments

25PROC. 19-8

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

EC LEG OCT 14 '25 PM 2:36

*Honoring Jude Kuehne as Grand Island Citizen of the Year for Service in the Community*

WHEREAS, the Grand Island Chamber of Commerce announced the recipients of its 2025 Citizen of the Year at a ceremony held October 9<sup>th</sup>, 2025; and

WHEREAS, Jude Kuehne was recognized for Service to the Community in her role assisting the superintendent/district clerk at the Grand Island Central School District; and

WHEREAS, Jude has demonstrated an extraordinary commitment to serving the community through selfless acts of kindness, leadership, and unwavering dedication; and

WHEREAS, her efforts have immensely helped the students of Grand Island.

NOW, THEREFORE, BE IT

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RESOLVED, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor Jude Kuehne for her significant contributions to the Town of Grand Island and Erie County and congratulate her on this well-deserved recognition.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Kate Feroletto as 25th President of the Western New  
York Affiliate of the New York State Trial Lawyers' Association

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Attachments

25PROC. 19-9

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2025 OCT 14 12:25 PM EST

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, NY, OCTOBER 23, 2025**

*Honoring Kate Feroletto as 25th President of the Western New York Affiliate of the  
New York State Trial Lawyers' Association*

**WHEREAS**, Kate Feroletto is a proud graduate of Sacred Heart Academy, where she demonstrated her leadership and compassion by creating a scholarship fund in honor of her graduating class; and

**WHEREAS**, following her graduation, she continued her academic journey at Canisius University and later earned her law degree from the University at Buffalo School of Law, becoming an attorney in 2012 with a specialization in trucking litigation; and

**WHEREAS**, Attorney Feroletto currently serves as Co-Chair of the Women's Caucus of the Academy of Truck Accident Attorneys, while also holding the esteemed position of Dean of the New York State Trial Lawyers Institute, where she mentors and empowers other attorneys across the state; and

**WHEREAS**, in June of this year, Kate Feroletto achieved a historic milestone by becoming the 25th President—and only the third woman—to lead the Western New York affiliate of the New York State Trial Lawyers Association; and

**WHEREAS**, this leadership role holds deep personal significance, as her father, John Feroletto, was one of the three founding members of the Western New York affiliate twenty-five years ago, establishing a legacy of advocacy and justice that she proudly continues; and

**WHEREAS**, in her new role, President Feroletto is committed to strengthening the Western New York affiliate, which serves Erie, Niagara, Chautauqua, and Cattaraugus Counties, by expanding member engagement, increasing educational opportunities, and advancing the mission of the organization; and

**WHEREAS**, she also plans to advocate for important legislative reforms, including increasing the minimum insurance requirements at both the state and federal levels to reflect the rising cost of health care, and fighting for the passage of the Grieving Families Act, which would allow surviving family members to seek damages for emotional loss in wrongful death cases; and

**WHEREAS**, Kate Feroletto embodies the same passion, integrity, and steadfast commitment to justice that her father demonstrated when he helped build the organization, and she continues to carry forward his legacy of protecting the rights of victims and strengthening the civil justice system.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Honorable Body does hereby recognize and honor Kate Feroletto for her remarkable achievements, her dedication to justice, and her leadership within the Western New York legal community, and congratulates her on this well-deserved accomplishment as President of the Western New York affiliate of the New York State Trial Lawyers Association.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Karen Carr Keefe as Grand Island Citizen of the Year  
for Journalism

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Attachments

25PROC. 19-10

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

EC LEG OCT 14 '25 PM 2:35

*Honoring Karen Carr Keefe as Grand Island Citizen of the Year for Journalism*

**WHEREAS**, journalism serves as the cornerstone of a free and informed society, providing citizens with the knowledge they need to make decisions, hold power accountable, and foster understanding

**WHEREAS**, the Grand Island Chamber of Commerce announced the recipients of its 2025 Citizen of the Year at a ceremony held on October 9<sup>th</sup>, 2025; and

**WHEREAS**, Karen Carr Keefe was recognized for Journalism, as she is a senior contributing reporter with the Niagara County Tribune-Sentinel, Island Dispatch, and has worked in print, radio, and TV news across Western New York; and

**WHEREAS**, her professionalism and talents have significantly contributed to the local broadcasting outlets and ensured essential news is shared with the community.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor Karen Carr Keefe for her significant contributions to the Town of Grand Island and Erie County and congratulate her on this well-deserved recognition.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Scott Kolis as Grand Island Citizen of the Year for  
Service to Youth

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Attachments

25PROC. 19-11

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

EC LEG OCT 14 '25 PM 2:35

*Honoring Scott Kolis as Grand Island Citizen of the Year for Service to Youth*

**WHEREAS**, the Grand Island Chamber of Commerce announced the recipients of its 2025 Citizen of the Year at a ceremony held October 9<sup>th</sup>, 2025; and

**WHEREAS**, Scott Kolis was recognized for Service to Youth; and

**WHEREAS**, the owner of Tall Dude Photography, Scott has captured the spirit, dedication, and enthusiasm of youth sports teams; and

**WHEREAS**, Scott has demonstrated exceptional leadership, compassion, and dedication by organizing programs, activities, and initiatives that promote education, personal growth, and community engagement among our youth; and

**WHEREAS**, last year he began photographing Grand Island High School sporting events, which have been greatly enjoyed by the students and athletes.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor Scott Kolis for his significant contributions to the Town of Grand Island and Erie County and congratulate him on this well-deserved recognition.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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KOOSHOIAN

Honoring Grand Island Dance as Business of the Year

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Attachments

25PROC. 19-12

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

*Honoring Grand Island Dance - Business of the Year*

EC LEG OCT 14 '25 PM 2:35

**WHEREAS**, the Grand Island Chamber of Commerce announced the recipients of its 2025 Citizen of the Year at a ceremony held October 9<sup>th</sup>, 2025; and

**WHEREAS**, Grand Island Dance was declared Business of the Year; and

**WHEREAS**, through their leadership, Grand Island Dance has provided opportunities for aspiring dancers to grow, learn, and achieve their dreams, fostering a sense of community, discipline, and joy; and

**WHEREAS**, their classes are designed to develop strength, balance, grace, poise, and most importantly self-confidence; and

**WHEREAS**, students develop life skills, such as time management, teamwork, responsibility, and good work ethic; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that today, October 23<sup>rd</sup>, it is the desire of this Honorable Body, to honor Grand Island Dance its significant contributions to the Town of Grand Island and Erie County and congratulate them on this well-deserved recognition.

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**Hon. Michael H. Kooshoian**  
*Erie County Legislator, 3<sup>rd</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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VINAL

Acknowledging and Recognizing Health Literacy Month

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Attachments

25PROC. 19-13

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ES-LEG OCT 10 25 PM 4:23:53

STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

*Acknowledging and Recognizing  
Health Literacy Month*

**WHEREAS**, October is recognized nationally as Health Literacy Month, an effort to highlight the importance of making health information easy to understand, and to support informed decisions about individual health and well-being; and

**WHEREAS**, improvements in health literacy strengthen the ability of individuals to understand information that affects their health, safety and quality of life; and

**WHEREAS**, low health literacy is linked to poorer health outcomes, more frequent use of hospitals and medical services, and increased healthcare costs; and

**WHEREAS**, promoting health literacy empowers individuals to navigate the healthcare system, understand medical instructions, and engage in preventive care; and

**WHEREAS**, Health Literacy Month, observed each October, raises awareness about the importance of making health information accessible, understandable, and actionable for all people; and

**WHEREAS**, digital literacy skills facilitate access and critical thinking around relevant health information and health care; and

**WHEREAS**, strengthening digital literacy skills can lead to better health outcomes; and

**WHEREAS**, recognizing the unique challenges and vulnerabilities faced by older adults for digital literacy, the Erie County Department for the Aging and the Erie County Department of Health will partner with Literacy Buffalo Niagara to create an educational campaign, Decode your Health, focusing on digital health literacy skills; and

**WHEREAS**, this campaign will incorporate best practices, credible messages, empathy and equity; and

**WHEREAS**, this Honorable Body will continue to support health literacy activities within Erie County.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Honorable Body thanks and extends our appreciation to literacy advocates, public health professionals and educators whose efforts to improve health literacy are foundational to improving health outcomes and quality of life.

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**Hon. Jeanne M. Vinal**  
*Erie County Legislator, 5<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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VINAL

Celebrating and Honoring David Sherman - Erie County Wall of Honor

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Attachments

25PROC. 19-14

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Erie CO OCT 8 2025 13:43

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, NY, OCTOBER 23, 2025**

*Celebrating and Honoring David Sherman*  
*Erie County Wall of Honor*

**WHEREAS**, *David Sherman* has served the people of Williamsville for over four decades;  
and

**WHEREAS**, David has continued active service for 44 years with the Williamsville Volunteer Fire Company, as President of the Erie County Volunteer Firefighter Newspaper; and

**WHEREAS**, *David* has shown exemplary leadership, teamwork abilities, and passion for service throughout his career with the Williamsville Volunteer Fire Department; and

**WHEREAS**, during his time with the Williamsville Volunteer Fire Company, David has served six one-year presidential terms, five terms as Vice President, and as Fund Drive Chairman; and

**WHEREAS**, in addition to his service as a member of his fire department, David is founding member, President, and editor of the Erie County Volunteer Fire Fighter Newspaper for the 34 years of the paper's existence; and

**WHEREAS**, this publication was created as a means of publicly sharing the presence of Erie County's Volunteer Fire Service along with acknowledging the thousands of men and women who have end those who presently serve their communities, providing vital tire and Emergency Medical Services; and

**WHEREAS**, David was always there, proudly wearing the Williamsville Volunteer Fire Department uniform and honorably serving his local community; and

**WHEREAS**, David has engaged Congressional leaders in Washington, DC, during several meetings, appealing for Additional grant funding to support volunteer fire services; and

**WHEREAS, David** and his unwavering commitment and passion for the Williamsville Volunteer Fire Company are traits that we wish to teach to many other members; and

**WHEREAS,** David selflessly dedicated his life to the Williamsville Volunteer Fire Company and to the Erie County Volunteer Firefighter Newspaper; and

**WHEREAS,** this Honorable Body desires to acknowledge and recognize individuals such as **David Sherman** making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED,** that the Erie County Legislature hereby applauds and recognizes the late **David Sherman** for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED,** that this Honorable Body honors **David** and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. Jeanne M. Vinal**  
*Erie County Legislator, 5<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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VINAL

Celebrating and Honoring the Late Ron Smeller -- Erie County  
Wall of Honor

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Attachments

25PROC. 19-15

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 23, 2025

2025 OCT 21 12:58:10-25

*Celebrating and Honoring The Late Ron Smeller  
Erie County Wall of Honor*

WHEREAS, *Ron Smeller* has been an integral member of Ellicott Creek Volunteer Company since the day he joined; and

WHEREAS, Ron joined the Ellicott Creek Vol. Fire Co. in May of 1982 and remained a member until his passing on March 10, 2020; and

WHEREAS, throughout his service, he rose through the ranks with distinction, EMS Captain, Corresponding Secretary; and

WHEREAS, Ron was also a well-respected Paramedic in the WNY area as he spent time working for several agencies such as: Twin City Ambulance, Rural Metro, Lasalle and many more; and

WHEREAS, his leadership was marked by dedication, professionalism, training, mentoring younger and newer members, and an unwavering commitment to the safety and advancement of his department and community; and

WHEREAS, Ron was always there, proudly wearing the Ellicott Creek Volunteer Company uniform and honorably serving his local community; and

WHEREAS, Ron was part of the NYS Statewide Mutual Aid Request for 9/11; and

WHEREAS, *Ron* and his unwavering commitment and passion for Amherst are traits worthy of teaching to many other members; and

**WHEREAS, *Ron*** selflessly dedicated his life to the Ellicott Creek Volunteer Company; and

**WHEREAS,** this Honorable Body desires to acknowledge and recognize individuals such as ***Ron Smeller*** making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED,** that the Erie County Legislature hereby applauds and recognizes the late ***Ron Smeller*** for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED,** that this Honorable Body honors ***Ron***, his life and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. Jeanne Vinal**  
*Erie County Legislator, 7<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Honoring Polla Milligan and White Whiskers Senior Dog  
Sanctuary In Celebration of National Make a Difference Day

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Attachments

25PROC. 19-16

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y. OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:

**Honoring Polla Milligan and White Whiskers Senior Dog Sanctuary  
In Celebration of National Make a Difference Day**

WHEREAS, *National Make a Difference Day*, observed annually on the fourth Saturday of October, recognizes those whose compassion, initiative, and selfless service make a meaningful impact in their communities; and

WHEREAS, *Polla Milligan*, founder of *White Whiskers Senior Dog Sanctuary*, has devoted her time, energy, and heart to improving the lives of senior dogs—giving them a safe, loving, and dignified place to live out their golden years; and

WHEREAS, inspired by a lifelong love of animals and a commitment to kindness, *Polla* established *White Whiskers Senior Dog Sanctuary* to rescue, rehabilitate, and rehome older dogs who are often overlooked in shelters, ensuring they receive the care, comfort, and affection they deserve; and

WHEREAS, under *Polla's* leadership, *White Whiskers* has become a compassionate force in Western New York, powered by dedicated volunteers and generous community support, all working together to give senior dogs a second chance at life and love; and

WHEREAS, the sanctuary's mission extends beyond animal rescue—promoting empathy, responsibility, and service within the community through education, outreach, and volunteer opportunities that bring people together for a common good; and

WHEREAS, *Polla's* unwavering commitment, leadership, and generosity of spirit embody the true meaning of *National Make a Difference Day*, showing that one person's vision, compassion and perseverance, can inspire an entire community.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to honor and recognize *Polla Milligan* and *White Whiskers Senior Dog Sanctuary* for their outstanding service, dedication, and compassion, and celebrates them on *National Make a Difference Day* for making a lasting difference in the lives of both animals and people throughout Western New York.

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**CHRISTOPHER D. GREENE**

*Erie County Legislator, District 6*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Honoring Elaine Wolfe In Celebration of National Make a  
Difference Day

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Attachments

25PROC. 19-17

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y. OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:

**Honoring Elaine Wolfe  
In Celebration of National Make a Difference Day**

WHEREAS, *National Make a Difference Day* is celebrated annually on the fourth Saturday of October to recognize the extraordinary individuals and groups whose dedication and compassion make our communities stronger, kinder, and more connected; and

WHEREAS, *Elaine Wolfe*, a proud and devoted member of the Rotary Club of Clarence, exemplifies the Rotary ideal of "Service Above Self" through her steady presence, kindness, and commitment to keeping the spirit of community service alive; and

WHEREAS, *Elaine* joined the Rotary Club following the passing of her beloved husband, Peter Wolfe, honoring his legacy of service by continuing the couple's shared dedication to Rotary and the Clarence community; and

WHEREAS, since joining, *Elaine* has become a beloved and reliable part of the Rotary family—rarely missing a meeting or event, always participating with enthusiasm, and faithfully collecting members' lunch money at each meeting, ensuring the club runs smoothly and efficiently; and

WHEREAS, *Elaine's* warmth, reliability, and cheerful spirit have made her an essential part of the Rotary Club's fellowship, and her example of quiet, consistent service reminds all who know her that making a difference often comes through simple acts of dedication and kindness; and

WHEREAS, through her ongoing involvement and commitment, *Elaine Wolfe* continues to make a meaningful difference in the lives of others and in the life of her community, inspiring those around her with grace, generosity, and heart.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to honor and recognize *Elaine Wolfe* for her steadfast commitment to the Rotary Club of Clarence and her outstanding example of service, friendship, and community spirit, and celebrates her on *National Make a Difference Day* for truly making a difference in the Town of Clarence and beyond.

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CHRISTOPHER D. GREENE  
Erie County Legislator, District 6

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Honoring James "Jamie" Dussing as President, New York State  
Association of Town Superintendents of Highways

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Attachments

25PROC. 19-18

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**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, N.Y., OCTOBER 23, 2025 A.D.**

**I HEREBY CERTIFY THAT** *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Honoring James “Jamie” Dussing as President, New York State Association of Town Superintendents of Highways**

**WHEREAS**, the Erie County Legislature is proud to recognize individuals whose dedication to public service and leadership has made a lasting impact on their communities and beyond; and

**WHEREAS**, *James “Jamie” Dussing*, Superintendent of Highways for the Town of Clarence, has been elected as *President of the New York State Association of Town Superintendents of Highways (NYSAOTSOH)*, with his presidential term beginning on October 1, 2025; and

**WHEREAS**, a lifelong resident of Clarence, *Jamie* represents the fourth generation of his family to call the town home, reflecting a deep and enduring commitment to our community; and

**WHEREAS**, *Jamie* began his career in public service in 1992, working part time for the Clarence Parks Department while attending college, and in 1995 accepted what was thought to be a “temporary” full-time position that evolved into a lifelong career of service to his hometown; and

**WHEREAS**, through hard work and dedication, *Jamie* rose through the ranks of the Highway Department, being appointed Deputy Superintendent in 2013, and later elected Superintendent of Highways in 2013, 2017, and 2021, and is again seeking reelection this November; and

**WHEREAS**, under his leadership, the Clarence Highway Department maintains 127 center lane miles of town roads and plows and de-ices 55 miles of county roads, serving a community of more than 33,000 residents across 53 square miles; and

**WHEREAS**, beyond his professional role, *Jamie* is a life member of the Clarence Fire Company, a trustee at Clarence Presbyterian Church, and an active participant in civic, political, and service organizations across Western New York; and

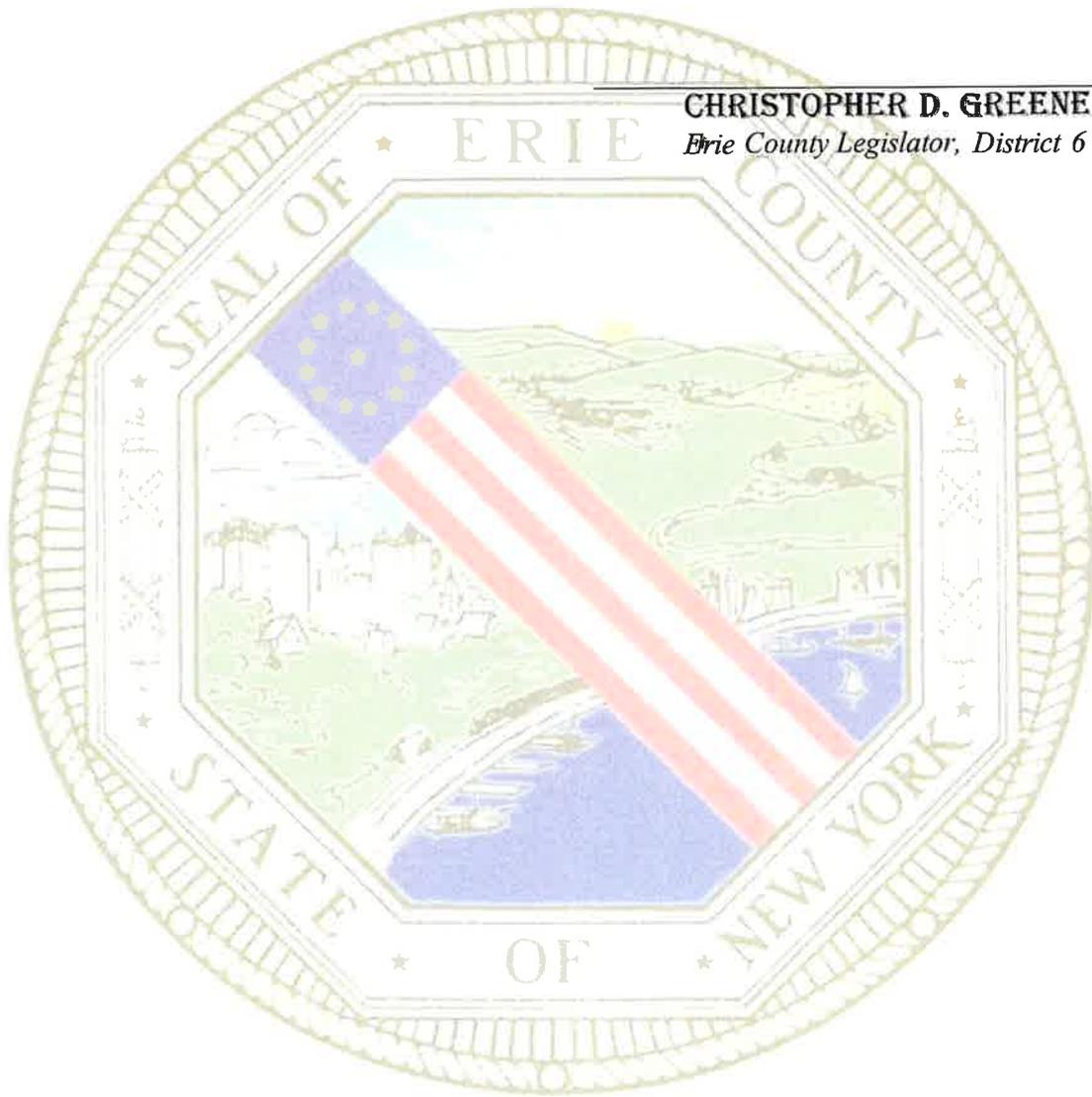
**WHEREAS**, *Jamie* is also active in professional organizations, having served as First Vice President of NYSAOTSOH and remains a dedicated member of the Town Highway Superintendents’ Association of Erie County, always advocating for education, resources, and collaboration among municipalities; and

**WHEREAS**, his colleagues describe *Jamie* as a leader whose dedication, vision, and commitment to collaboration embody the spirit of the association and whose service will continue to strengthen highway departments across New York State.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to honor and commend *James “Jamie” Dussing* for his outstanding service to the Town of Clarence and and congratulate him on his election as *President of the New York State Association of Town Superintendents of Highways*.

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**CHRISTOPHER D. GREENE**  
*Erie County Legislator, District 6*



Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Honoring George Emerling In Celebration of National Make a  
Difference Day

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Attachments

25PROC. 19-19

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y. OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:

**Honoring George Emerling  
In Celebration of National Make a Difference Day**

WHEREAS, *National Make a Difference Day* is celebrated annually on the fourth Saturday of October to recognize the extraordinary individuals and groups whose dedication and compassion make our communities stronger, kinder, and more connected; and

WHEREAS, *George Emerling* exemplifies the true spirit of service and leadership that this day honors, having devoted countless hours to bettering the Town of Clarence and the greater Western New York Community through his volunteerism, generosity, and unwavering commitment to others; and

WHEREAS, as a longtime member of the Rotary Club of Clarence, *George* has served in numerous leadership roles including, Past Treasurer, Past Secretary, and two-time Past President, reflecting his deep dedication to the ideals of Rotary and its motto, "Service Above Self"; and

WHEREAS, *George's* service and character have been recognized with four Paul Harris Fellow Awards, a distinguished honor within Rotary that acknowledges substantial contributions toward humanitarian efforts and the advancement of goodwill and peace; and

WHEREAS, beyond his formal titles and accolades, *George* is known as someone who never hesitates to lend a hand — always ready to help wherever and whenever needed, embodying the very essence of community spirit and selflessness; and

WHEREAS, *George Emerling's* leadership and humility inspire others to get involved and make a difference, leaving a lasting and positive impact on those around him.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to honor and recognize *George Emerling* for his outstanding dedication, service, and contributions to his community, and celebrates him on *National Make a Difference Day* for being a shining example of what it means to truly make a difference.

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CHRISTOPHER D. GREENE  
*Erie County Legislator, District 6*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Celebrating the Grand Opening of Green Dragon Guns

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Attachments

25PROC. 19-20

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**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, N.Y. OCTOBER 23, 2025 A.D.**

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Celebrating the Grand Opening of Green Dragon Guns**

**WHEREAS**, the Erie County Legislature is proud to recognize new businesses that contribute to the vitality, character, and economic growth of our communities; and

**WHEREAS**, located in Akron, New York, *Green Dragon Guns* proudly celebrated its Grand Opening on October 18, 2025; and

**WHEREAS**, the name "*Green Dragon Guns*" pays tribute to America's roots, drawing inspiration from the Green Dragon Tavern in Boston, Massachusetts, where the Founding Fathers gathered to share ideas, debate the issues of their time, and ultimately ignite the spark that led to the American Revolution; and

**WHEREAS**, known in history as the "Birthplace of the Revolutionary War," the Green Dragon Tavern symbolizes courage, independence, and a steadfast belief in freedom—values that continue to define our nation and inspire today's small business owners; and

**WHEREAS**, *Green Dragon Guns* carries that same spirit of independence and integrity, offering a place where responsible firearm ownership, education, and respect for American history are held in high regard; and

**WHEREAS**, the establishment of *Green Dragon Guns* reflects the continued growth of local commerce in Erie County and the enduring entrepreneurial spirit that strengthens our economy and community.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to celebrate the grand opening of *Green Dragon Guns*, and extends its best wishes for success, prosperity, and continued service to the people of Erie County, as this business honors both the legacy of America's Founders and the enduring values that built this nation.

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**CHRISTOPHER D. GREENE**  
*Erie County Legislator, District 6*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GREENE

Honoring Paul Justinger In Celebration of National Make a  
Difference Day

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Attachments

25PROC. 19-21

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y. OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:

**Honoring Paul Justinger  
In Celebration of National Make a Difference Day**

WHEREAS, *National Make a Difference Day* is celebrated annually on the fourth Saturday of October to recognize the extraordinary individuals and groups whose dedication and compassion make our communities stronger, kinder, and more connected; and

WHEREAS, *Paul Justinger* has been a devoted and active member of the Rotary Club of Clarence since 1988, demonstrating an enduring commitment to the Rotary motto of “Service Above Self” and embodying the very spirit that *National Make a Difference Day* seeks to recognize; and

WHEREAS, throughout his decades of service, *Paul* has held leadership roles including Past President of the Rotary Club of Clarence, where his steady guidance and enthusiasm have helped shape the club’s success and positive impact across the community; and

WHEREAS, *Paul Justinger* is also a four-time Paul Harris Fellow Award recipient, a distinction that honors his substantial and ongoing contributions to humanitarian efforts and the advancement of goodwill, peace, and understanding; and

WHEREAS, each year, *Paul* plays a pivotal role in organizing and executing the Rotary Club’s annual Porsche Raffle, one of the club’s largest fundraising events, ensuring its continued success in supporting local and international charitable initiatives; and

WHEREAS, known for his reliability and generosity, *Paul* is always among the first to show up when there’s work to be done—ready to lend a hand, share a laugh, and help wherever needed, inspiring others through his example of humble and heartfelt service.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to honor and recognize *Paul Justinger* for his decades of dedicated service, volunteer leadership, and community involvement, and celebrates him on *National Make a Difference Day* for his remarkable efforts to make a lasting difference in the Town of Clarence and beyond.

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CHRISTOPHER D. GREENE  
Erie County Legislator, District 6

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MEYERS

Celebrating and Honoring Michael Lombardo -- Erie County  
Wall of Honor

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Attachments

25PROC. 19-22

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23 OCT 21 12:58:00

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**

BUFFALO, NY, OCTOBER 23, 2025

*Celebrating and Honoring Michael Lombardo*  
*Erie County Wall of Honor*

**WHEREAS**, *Michael Lombardo* and his dedication and lifelong commitment to the fire service and community make him more than deserving of this distinguished recognition; and

**WHEREAS**, Mike Lombardo's 47 years of leadership within the fire service, both career and volunteer; and

**WHEREAS**, while serving in the United States Air Force, Mike co-founded the Bay County Eastside Rescue Squad in Panama Florida; and

**WHEREAS**, Mike continued his public safety career with the Niagara Frontier Transportation Authority (NFTA), providing fire, EMS, and law enforcement services to Buffalo Airport; and

**WHEREAS**, in addition to his service as a member of his fire department, David is founding member, President, and editor of the Erie County Volunteer Fire Fighter Newspaper for the 34 years of the paper's existence; and

**WHEREAS**, his leadership was marked by dedication, professionalism, training, mentoring younger and newer members, and an unwavering commitment to the safety and advancement of his department and community; and

**WHEREAS**, in 1983, Mike was appointed to the Buffalo Fire Department. He rose through the ranks to become the department's Commissioner, serving in that position from 2006 to 2010; and

**WHEREAS**, beyond his volunteer service, Mike devoted his professional life to firefighting at the Buffalo Niagara International Airport, where he began as a firefighter and achieved the rank of Assistant Fire Chief; and

**WHEREAS**, *Michael* and his unwavering commitment and passion to serve are traits worthy of teaching to many other members; and

**WHEREAS**, Mike's professional credentials include a bachelor's degree in public service administration, two Firehouse Magazine Heroism awards, and the prestigious 1999 Tom Brennan Training Achievement Award; and

**WHEREAS**, Mike has also given his time and mentorship as a volunteer firefighter with Scranton, Harris Hill, East Amherst, Williamsville, and Getzville Fire Departments; and

**WHEREAS**, as a long-time Fire Instructor for Erie County, Mike has been an inspiration as a firefighter, fire instructor, and as a leader; and

**WHEREAS**, this Honorable Body desires to acknowledge and recognize individuals such as *Michael Lombardo* making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature hereby applauds and recognizes *Michael Lombardo* for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED**, that this Honorable Body honors *Michael* and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. Timothy J. Meyers**  
*Erie County Legislator, 7<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MEYERS

Celebrating and Honoring Michael Kluck -- Erie County Wall of Honor

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Attachments

25PROC. 19-23

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2025 OCT 21 12:59:10:00

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, NY, OCTOBER 23, 2025**

*Celebrating and Honoring Michael Kluck*  
*Erie County Wall of Honor*

**WHEREAS**, *Michael Kluck* has been an integral member of Reserve Hose Department (West Seneca Fire District #3) since the day he joined; and

**WHEREAS**, Mike is a life member of Reserve with over 40 years of service to the West Seneca Fire District #3; and

**WHEREAS**, throughout his service, he rose through the ranks with distinction, serving as Lieutenant, Captain, Training officer, Assistant Chief, and Chief in 1996 and 1997; and

**WHEREAS**, Mike is currently serving as Fire Commissioner of WSFD#3 and Fire Captain; and

**WHEREAS**, in addition to his service as a member of his fire department, David is founding member, President, and editor of the Erie County Volunteer Fire Fighter Newspaper for the 34 years of the paper's existence; and

**WHEREAS**, his leadership was marked by dedication, professionalism, training, mentoring younger and newer members, and an unwavering commitment to the safety and advancement of his department and community; and

**WHEREAS**, Mike was always there, proudly wearing the West Seneca Fire District uniform and honorably serving his local community; and

**WHEREAS**, beyond his volunteer service, Mike devoted his professional life to firefighting at the Buffalo Niagara International Airport, where he began as a firefighter and achieved the rank of Assistant Fire Chief; and

**WHEREAS**, *Michael* and his unwavering commitment and passion for West Seneca and Cheektowaga are traits worthy of teaching to many other members; and

**WHEREAS, *Michael*** selflessly dedicated his life to the West Seneca Fire District and to the Buffalo Niagara Int'l Airport Fire Department; and

**WHEREAS,** in addition to his contributions as a firefighter, Mike has also served Erie County as a Fire Instructor for over twenty years; and

**WHEREAS,** this Honorable Body desires to acknowledge and recognize individuals such as ***Michael Kluck*** making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED,** that the Erie County Legislature hereby applauds and recognizes ***Michael Kluck*** for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED,** that this Honorable Body honors ***Michael*** and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. Timothy J. Meyers**  
*Erie County Legislator, 7<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MEYERS

Celebrating and Honoring Todd Roland -- Erie County Wall of Honor

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Attachments

25PROC. 19-24

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LEG OCT 21 25 AM 10:29

STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY

BUFFALO, NY, OCTOBER 23, 2025

*Celebrating and Honoring Todd Roland  
Erie County Wall of Honor*

**WHEREAS**, *Todd Roland's* commitment and contributions to the delivery of emergency services locally, as well as throughout Erie County; and

**WHEREAS**, Commissioner Roland joined the South Line Fire Company in 1988 and progressed through the ranks to Fire District Chief in 2012; and

**WHEREAS**, *Todd* has shown exemplary leadership, teamwork abilities, and passion for service throughout his career with the South Line Fire Company; and

**WHEREAS**, in 2017, Todd was elected to a position on the Board of Fire Commissioners; and

**WHEREAS**, Todd earned a second term beginning in 2022 and is now Board Chairman, while maintaining his active status as a District firefighter; and

**WHEREAS**, as a licensed Physician's Assistant (PA), Commissioner Roland brings his professional skill and knowledge relative to emergency care to the benefit Of South Line Fire District residents, as well as Town of Cheektowaga, and the County of Erie; and

**WHEREAS**, Todd was always there, proudly wearing the South Line Fire Company and honorably serving his local community; and

**WHEREAS**, *Todd* and his unwavering commitment and passion for the Williamsville Volunteer Fire Company are traits that we wish to teach to many other members; and

**WHEREAS**, following Commissioner Roland's guidance and leadership, South Line now provides Paramedic-level service supported by Advanced EMT and EMT staff; and

**WHEREAS**, beyond the South Line Fire District, Commissioner Roland is employed as the Head Administrator for Catholic Health ICU, where he is highly regarded in the field of emergency medicine by his professional colleagues; and

**WHEREAS**, Commissioner Roland's contributions to the community include the establishment of a county Advanced Medical Emergency Technician certification program; and

**WHEREAS**, in addition, Commissioner Roland was instrumental in the formation of WNY's Special Medical Assistance Response Team {SMART}, sponsored by the Erie County Department of Health; and

**WHEREAS**, this Honorable Body desires to acknowledge and recognize individuals such as *Todd Roland* making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature hereby applauds and recognizes *Todd Roland* for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED**, that this Honorable Body honors *Todd* and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. Timothy J. Meyers**  
*Erie County Legislator, 7<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MEYERS & VINAL

Recognizing and Honoring Weso?y Lud Polish Folk Dance  
Company during Polish American Heritage Month

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Attachments

25PROC. 19-25

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, NY, OCTOBER 11, 2025

EO LEG OCT 9 '25 11:3:24

*Recognizing and Honoring  
Wesoły Lud Polish Folk Dance Company during Polish Heritage Month*

**WHEREAS**, the contributions of our diverse nation builds bridges across cultural lines, and strengthens our community as we learn of the many achievements of all our people; and

**WHEREAS**, *National Polish American Heritage Month* is an annual observance in October that celebrates the history, culture, and contributions of Polish Americans and Polish American companies to the United States; and

**WHEREAS**, *Wesoły Lud* is a world-renowned Polish folk-dance company based in Chicago, Illinois; and

**WHEREAS**, this group is known for promoting Polish folk culture through singing, dancing, and performances in authentic folk costumes; and

**WHEREAS**, this company was founded by Micheline Jaminski in 1977; and

**WHEREAS**, *Wesoły Lud* acts as an international ambassador of Polish culture, having taken part in major folk festivals in both Poland and around the world; and

**WHEREAS**, *Wesoły Lud* is a gold medal recipient from the Polish community organization Stowarzyszenia "Wspolnota Polska"; and

**WHEREAS**, *National Polish American Heritage Month* is an excellent opportunity for people of all cultural backgrounds to learn more about, and show an appreciation for *Wesoły Lud Polish Folk Dance Company* throughout this weekend's local events and ceremonies.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Honorable Body recognize *Wesoły Lud Polish Folk Dance Company during National Polish American Heritage Month* for their exceptional, dedicated talents and wish them all the best in their future endeavors.

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**Hon. Timothy J. Meyers**  
Erie County Legislator,  
7th District

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**Hon. Jeanne M. Vinal**  
Erie County Legislator,  
5th District

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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TODARO

Recognizing Saint John's Lutheran Church On Its 130th  
Anniversary

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Attachments

25PROC. 19-26

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025, A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County to be held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution will be adopted, of which the following is a true copy:*

**Recognizing Saint John's Lutheran Church  
On its 130<sup>th</sup> Anniversary**

**WHEREAS**, the Erie County Legislature seeks to honor establishments in Erie County that enhance the quality of life in the community through their efforts; and

**WHEREAS**, **Saint John's Lutheran Church** can trace its heritage back to 1895 when it was officially incorporated on April 18<sup>th</sup> on Kokomo Street; and

**WHEREAS**, in 1913 **Saint John's Lutheran Church** was moved from its original location to Litchfield Avenue where it still sits to this day, in the heart of the beautiful Village of Depew; and

**WHEREAS**, over the 130-year life of the church, **Saint John's Lutheran Church** has had 15 different pastors, including **Reverend F. T. Ruhland**, the church's first pastor, who began his ministry in the fall of 1895 and ended his service in 1913, and **Reverend Galen Purpura Jr.**, who began his service in June of 2008 and continues to lead the church today; and

**WHEREAS**, throughout its rich history, **Saint John's Lutheran Church** has faced its struggles, including during World War I when it was vandalized for its strong German ties and in 2020 when the COVID-19 pandemic forced the church to halt in person services; and

**WHEREAS**, despite these challenges **Saint John's Lutheran Church** has endured due to the incredible faith, and strong ties of the ministry and congregation; and

**WHEREAS**, **Saint John's Lutheran Church** is a staple in the Depew community and is as relevant today as it has ever been in the lives of its congregation, serving families, leading them in worship, creating strong bonds in the community, and standing beautifully as a monument to faith.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to recognize **Saint John's Lutheran Church** as it celebrates its **130<sup>th</sup> Anniversary**.

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**HON. FRANK J. TODARO**  
Erie County Legislator, District 8

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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TODARO

Celebrating G.O.A.T Nutrition On Its Grand Opening

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Attachments

25PROC. 19-27

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23rd day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Celebrating G.O.A.T Nutrition  
On its Grand Opening**

WHEREAS, the Erie County Legislature seeks to honor businesses in Erie County that enhance the quality of life in the community through their efforts; and

WHEREAS, Owner, **Krystina Frangos** a single mother of three, and her sister and partner **Karolyn Frangos** a single mother of 2, officially took over **G.O.A.T Nutrition** in Lancaster New York in late 2025; and

WHEREAS, **G.O.A.T Nutrition** is an acronym of the business's core values which stands for **Gratitude, Optimism, Authenticity, and Transformation**; and

WHEREAS, both **Krystina and Karolyn Frangos** have firsthand experience shedding unwanted and potentially dangerous extra weight and decided to use their story to inspire and teach others that this seemingly impossible task can be accomplished, and that it does not have to be completed alone; and

WHEREAS, **G.O.A.T Nutrition** prides itself on its mission to “empower individuals to live with gratitude, optimism, authenticity, and transformation through clean nutrition, positive energy, and community connection. We are committed to creating a welcoming space where wellness becomes a lifestyle — one that fuels both the body and mind. By offering premium protein shakes, energizing teas, and meaningful support, we aim to help every person unlock their potential, build confidence, and become the greatest version of themselves — their own G.O.A.T.”

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to congratulate **Krystina and Karolyn Frangos** and **G.O.A.T Nutrition** on their Grand Opening in Lancaster, New York, and wishes them many years of success.

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HON. FRANK J. TODARO  
Erie County Legislature, District 8

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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TODARO

Recognizing Garret J. Gaczewski on His New York State Police  
Academy Graduation

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Attachments

25PROC. 19-28

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**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**  
**BUFFALO, N.Y., OCTOBER 23, 2025, A.D.**

*I HEREBY CERTIFY THAT at a regular session of the Legislature of Erie County held in Old County Hall in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Recognizing Garret J. Gaczewski**  
**On His New York State Police Academy Graduation**

**WHEREAS**, the Erie County Legislature is pleased to honor individuals in our community who enhance the quality of life for their family, friends, and neighbors through their conscientious and selfless service; and

**WHEREAS**, Trooper Garret Gaczewski graduated from the New York State Police Academy on Monday, October 20, 2025, after a rigorous six-month program where he was instructed on police orientation, skills, sciences, operations and public interactions; and

**WHEREAS**, Trooper Garret Gaczewski is a Lancaster native and a graduate of Lancaster High School, class of 2018, following high school, Garret pursued his goal of becoming an attorney but after four years working in the field, he decided he wanted to change course and set his sights on becoming a New York State Trooper; and

**WHEREAS**, the New York State Police Academy is one of the hardest police academies to complete in the country, with just 181 graduates out of a class of over 4,000 applicants, highlighting Trooper Garret Gaczewski's outstanding skill and perseverance; and

**WHEREAS**, Trooper Garret Gaczewski is committed to continuing to grow as a leader in the New York State Police and continuing to learn more every day, truly embodying the Trooper's motto, "Excellence Through Knowledge;" and

**WHEREAS**, Trooper Garret Gaczewski's commitment to serve is unquestionable and while he will proudly serve any community he is assigned to, he hopes to serve locally in Western New York.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to honor and thank Trooper Garret Gaczewski for his lifelong commitment of service to his community and state and congratulate him on graduating from the New York State Police Academy.

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**FRANK J. TODARO**  
*Erie County Legislator, District 8*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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TODARO

Celebrating the Grand Opening of Heritage Cabinetry

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Attachments

25PROC. 19-29

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23rd day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Celebrating the Grand Opening of  
Heritage Cabinetry**

**WHEREAS,** the Erie County Legislature seeks to honor businesses in Erie County that enhance the quality of life in the community through their efforts; and

**WHEREAS, Heritage Cabinetry** has been a trusted name in the kitchen cabinet space since its founding, known for its quality, craftsmanship, and delivering a timeless design that elevates the home aesthetic; and

**WHEREAS, Heritage Cabinetry** will be celebrating the Grand Opening of its new location in the Village of Lancaster New York on October 23, 2025; and

**WHEREAS, owner and operator Scott Passariella** stated that he “started this store to help provide beautifully renovated kitchens and baths to people in Western New York. I provide design ideas, products, and installations to complete projects from start to finish. My business philosophy is focused on bringing my customers' vision to reality.”; and

**WHEREAS, Heritage Cabinetry** provides custom cabinetry, wholesale cabinets, flooring, tiles and anything else you may need to renovate your kitchen or bathroom into your dream space; and

**WHEREAS,** whether it is notch design services or expert installation, **Heritage Cabinetry** owner, **Scott Passariella** prides himself in ensuring that every aspect of every project will be handled with an extraordinary level of care and attention to detail.

**NOW, THEREFORE, BE IT RESOLVED,** the Erie County Legislature pauses in its deliberations to congratulate **Scott Passariella** and **Heritage Cabinetry** on the Grand Opening in Lancaster, New York, and wishes them many years of success.

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**HON. FRANK J. TODARO**  
Erie County Legislature, District 8

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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GILMOUR

Celebrating and Honoring Ric Dimpfl -- Erie County Wall of Honor

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Attachments

25PROC. 19-30

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2025 OCT 23 12:25 PM EDT

**STATE OF NEW YORK**  
**LEGISLATURE OF ERIE COUNTY**

BUFFALO, NY, OCTOBER 23, 2025

*Celebrating and Honoring Ric Dimpfl*  
*Erie County Wall of Honor*

**WHEREAS**, *Ric Dimpfl* and his dedication and lifelong commitment to the fire service and community make him more than deserving of this distinguished recognition; and

**WHEREAS**, Ric Dimpfl joined the Village of Hamburg Volunteer Fire Department in 1974; and

**WHEREAS**, in 1986, Ric was honored by the Department as "Firefighter of the Year"; and

**WHEREAS**, on the national level, for 12 years, Ric lobbied local members of Congress in Washington, DC promoting Western New York fire service funding; and

**WHEREAS**, in addition to his service as a member of his fire department, David is founding member, President, and editor of the Erie County Volunteer Fire Fighter Newspaper for the 34 years of the paper's existence; and

**WHEREAS**, his leadership was marked by dedication, professionalism, training, mentoring younger and newer members, and an unwavering commitment to the safety and advancement of his department and community; and

**WHEREAS**, Ric also served as a liaison to Assemblymen Jack Quinn and Kevin Smardz, as well as to Senator Mark Grisanti; and

**WHEREAS**, in 1989, Ric expanded his service to the Village of Hamburg, becoming the Town's "Emergency Manager"; and

**WHEREAS**, *Ric* and his unwavering commitment and passion to serve are traits worthy of teaching to many other members; and

**WHEREAS**, Ric is presently in a second-year term as Chairman of the Town's "Zoning Board of Appeals", where he has served Since 2011 , and is also the Town of Hamburg's "Bingo Inspector" ; and

**WHEREAS**, in addition to his service as a member of his fire department and the Hamburg community, Ric is a founding Board Member of the Erie County Volunteer Firefighter Newspaper; and

**WHEREAS**, Ric brings 34 years Of newspaper experience with H & K Publications, and as publisher of the "Southtowns Market Place", to benefit the Erie County Firefighter Newspaper as sales manager; and

**WHEREAS**, this Honorable Body desires to acknowledge and recognize individuals such as *Ric Dimpfl* making a substantial difference in his community and benefiting the lives of thousands of children and their families.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature hereby applauds and recognizes *Ric Dimpfl* for his extensive leadership and dedicated service protecting the people and property of Western New York; and be it further

**RESOLVED**, that this Honorable Body honors *Ric* and proudly acknowledges him for his work in the fire services, as we commend him for being named to the Erie County Fire Safety Wall of Honor.

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**Hon. John J. Gilmour**  
*Erie County Legislator, 9<sup>th</sup> District*

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LORIGO

Honoring the Life and Legacy of Donald Trzepacz Sr. Upon His  
Induction to the Erie County Fire Services Wall of Honor

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Attachments

25PROC. 19-31

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Honoring the Life and Legacy of  
Donald Trzepacz Sr. upon his Induction  
to the Erie County Fire Services Wall of Honor**

**WHEREAS**, the Erie County Legislature seeks to honor the lives of individuals in Erie County who, through their hard work, leave lasting impacts on our community and beyond; and

**WHEREAS**, **Donald Trzepacz Sr.** was a lifelong resident of Elma, New York, who devoted nearly fifty years of his life to selflessly serving the community, before making the ultimate sacrifice in service and passing in the line of duty September 2, 2020; and

**WHEREAS**, following his graduation from Iroquois Central School District in 1971, **Donald Trzepacz Sr.** joined the Spring Brook Fire Company as a firefighter and EMT, and later graduated from the Erie County Sheriff's Office Basic Police Course in 1978; and

**WHEREAS**, throughout his tenure in the Spring Brook Fire Company, **Donald Trzepacz Sr.** held numerous leadership roles, including Department Chief, Chairman of the Board of Fire Commissioners, and President of the Fire Company, and was serving as Captain of the Fire Police Squad and First Vice President of the Fire Company at the time of his passing; and

**WHEREAS**, in addition to his volunteer fire service, **Donald Trzepacz Sr.** served in several other roles throughout his professional career, including his service as a K9 Deputy and Captain of the K9 Reserve Unit of the Erie County Sheriff's Office for over two decades, a Fire Instructor and former Emergency Services Coordinator for Erie County Emergency Services, and served the Town of Elma as Chairman of the Zoning Board of Appeals and Town Disaster Coordinator; and

**WHEREAS**, **Donald Trzepacz Sr.** responded to tens of thousands of emergency calls throughout his nearly 50-year career, significantly contributing to fire safety and emergency response in Erie County, and his legacy continues to influence fire service professionals across Western New York; and

**WHEREAS**, **Donald Trzepacz Sr.** was recognized on October 7, 2025, at the 28<sup>th</sup> Annual New York State Fallen Firefighters Memorial in Albany, and will be posthumously inducted to the Erie County Fire Services Wall of Honor on October 23, 2025, in honor of his outstanding service and sacrifice to protect others; and

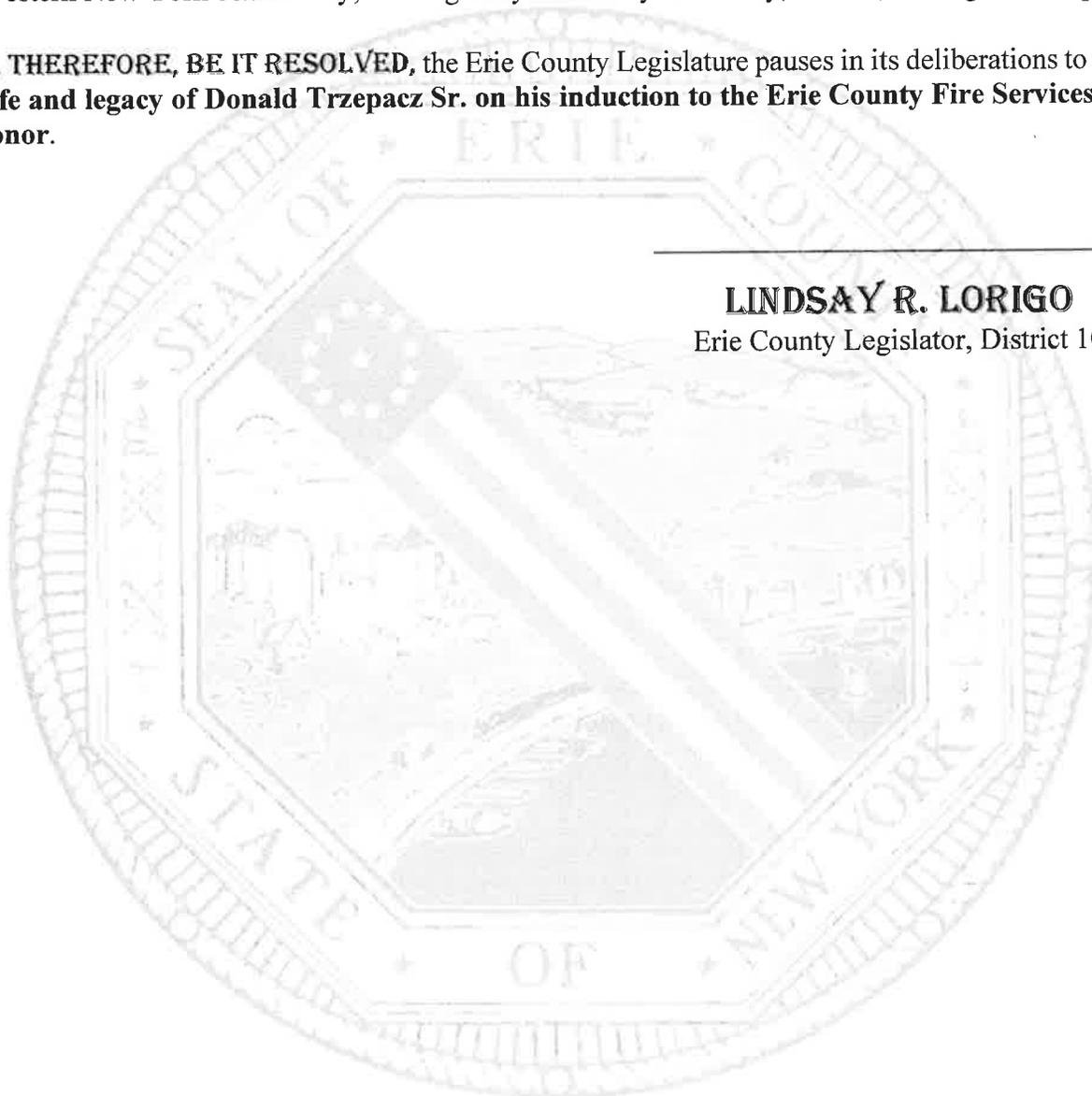
**WHEREAS, Donald Trzepacz Sr.** is survived by his family who continue to carry on his legacy of selfless service to the community, including his son Donald Trzepacz Jr. who serves as a dedicated member of the Jamison Road Fire Company following an exceptional career serving in the United States Air Force, and his grandson Dylan Trzepacz who is the Senior Patrol Leader for Boys Scouts of America Troop 618, and was awarded the Robert Insalaco Youth Award by the Erie County Sheriff's Office for assisting at the scene of an accident in March 2025; and

**WHEREAS,** through a lifetime of dedicated service, **Donald Trzepacz Sr.** made a profound impact on the Western New York community, and is greatly missed by his family, friends, colleagues, and peers.

**NOW, THEREFORE, BE IT RESOLVED,** the Erie County Legislature pauses in its deliberations to honor **the life and legacy of Donald Trzepacz Sr. on his induction to the Erie County Fire Services Wall of Honor.**

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**LINDSAY R. LORIGO**  
Erie County Legislator, District 10



Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LORIGO

Honoring the Elma Fire Company for 40 Years of Providing  
Advanced Life Support to the Community

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Attachments

25PROC. 19-32

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Honoring the Elma Fire Company for 40 Years of  
Providing Advanced Life Support to the Community**

**WHEREAS**, the Erie County Legislature seeks to honor organizations in Erie County who enhance the quality of life in the community through their efforts; and

**WHEREAS**, for the last forty years, the **Elma Fire Company** has provided **Advanced Life Support (ALS)** ambulance services to the Town of Elma and surrounding communities, saving countless lives and making a positive difference in patient outcomes through this program; and

**WHEREAS**, in 1985, Past Chief Joseph Gauthier established a New York State AEMT-Intermediate Program that allowed certified first responders to perform IV administration and advanced airway interventions to their patients; and

**WHEREAS**, this advanced level of emergency care continued to 1995, when Chief Dave Zaporowski directed the **Elma Fire Company** to begin providing full paramedic care with five certified New York State Paramedics on staff; and

**WHEREAS**, with these capabilities, the **Elma Fire Company** can effectively respond to almost any emergency, providing cardiac monitoring, pacing, and cardioversion, as well as being able to administer a variety of medications, saving the lives of those who are in critical condition; and

**WHEREAS**, the paramedics of the **Elma Fire Company** not only serve the Town of Elma but also provide mutual aid to other Western New York Departments as far as Wyoming, Cattaraugus, and most recently Genesee County, working tirelessly to provide aid for those who need it the most.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to honor the **Elma Fire Company** for **40 years providing Advanced Life Support to the community** and expresses our deepest gratitude to the first responders who dedicate their lives to serving others.

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**LINDSAY R. LORIGO**  
Erie County Legislator, District 10

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LORIGO

Recognizing 42 North Brewing Company On Its 10th  
Anniversary

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Attachments

25PROC. 19-33

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025 A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in Old County Hall, in the City of Buffalo, on the 23<sup>rd</sup> day of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Recognizing 42 North Brewing Company  
On its 10<sup>th</sup> Anniversary**

**WHEREAS**, the Erie County Legislature seeks to honor businesses and organizations in Erie County who enhance the quality of life in the community through their efforts; and

**WHEREAS**, **42 North Brewing Company** of East Aurora, New York, has developed a special connection with its customers and the community throughout its decade in operation, engaging in events year-round while remaining dedicated to their craft; and

**WHEREAS**, the name **42 North**, is a homage to its East Aurora location being situated on the 42<sup>nd</sup> parallel northern latitude line, and the brewery prides itself on utilizing the finest quality ingredients from local farmers and continually crafting new flavors while staying true to the proud traditions of brewing; and

**WHEREAS**, since opening in October 2015, **42 North** has continued to expand its operations, growing its home facility in East Aurora and later opening a second location in downtown Buffalo in 2024, with plans to open a third taproom in Skaneateles, New York in 2026; and

**WHEREAS**, **42 North** continues to be an active part of the community, participating in events throughout Erie County and beyond, such as Sunset at the Stables and the Borderland Festival at Knox Park, as well as being a part of events in Concord, Glenwood, Ellicottville, and more; and

**WHEREAS**, **42 North Brewing Company** can be found at many of the numerous events that take place in the Village of East Aurora each year and continues to establish itself as one of the most recognizable businesses in Western New York.

**NOW, THEREFORE, BE IT RESOLVED**, the Erie County Legislature pauses in its deliberations to honor the **42 North Brewing Company** on its 10<sup>th</sup> anniversary and recognize its decade-long dedication to its customers and the community.

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**LINDSAY R. LORIGO**  
Erie County Legislator, District 10

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MILLS

Celebrating the Sweet Success of Nothing Bundt Cakes

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Attachments

25PROC. 19-34

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STATE OF NEW YORK  
LEGISLATURE OF ERIE COUNTY  
BUFFALO, N.Y., OCTOBER 23, 2025, A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in the Old County Hall, in the City of Buffalo, on the 23rd of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

**Celebrating the Sweet Success of  
Nothing Bundt Cakes**

WHEREAS, the Erie County Legislature seeks to honor individuals and institutions in Erie County who enhance the quality of life in the community by thinking big, taking risks, and working hard, recognizing that from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, **Nothing Bundt Cakes**, the nation's leading specialty cake company with more than 600 locations across the United States and Canada, has brought its signature sweetness to Orchard Park with the grand opening of its newest bakery at 3470 Amelia Drive, offering a variety of delicious bundt cakes in classic and seasonal flavors that brighten every occasion; and

WHEREAS, owners **Jesse and Kellie Imes and Catherine Girard** operate in a successful location in Amherst, and listened to their customers who asked to bring this beloved bakery to the Southtowns where it has been warmly embraced by residents and visitors alike; and

WHEREAS, beyond their mouthwatering cakes, **Nothing Bundt Cakes** has shown a strong commitment to community engagement, fundraising, and supporting local organizations, making them a valuable partner in strengthening community connections; and

WHEREAS, **National Bundt Cake Day** is celebrated annually on November 15<sup>th</sup> to honor the creativity, craftsmanship, and joy that bundt cakes bring to families and communities, making it a fitting occasion to recognize this beloved new business in Orchard Park.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses in its deliberations to congratulate **Nothing Bundt Cakes – Orchard Park** in recognition of **National Bundt Cake Day**, commend owners **Jesse and Kellie Imes and Catherine Girard** for their entrepreneurial spirit, and extend best wishes for continued success, growth, and service to our community.

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JOHN J. MILLS, MINORITY LEADER  
Erie County Legislator – 11<sup>th</sup> District

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MILLS

Honoring Cellino Plumbing, Heating, Cooling & Electric  
Orchard Park Chamber of Commerce's 2025 Business of the  
Year

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Attachments

25PROC. 19-35

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# STATE OF NEW YORK

EC LEG OCT 21 '25 AM 8:48

## LEGISLATURE OF ERIE COUNTY

BUFFALO, N.Y., OCTOBER 23, 2025, A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in the Old County Hall, in the City of Buffalo, on the 23rd of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

### **Honoring Cellino Plumbing, Heating, Cooling & Electric Orchard Park Chamber of Commerce's 2025 Business of the Year**

WHEREAS, the Erie County Legislature seeks to recognize businesses that demonstrate exceptional leadership, professionalism, and dedication to their communities; and

WHEREAS, every year the **Orchard Park Chamber of Commerce** honors a local business that goes above and beyond to serve its customers and the community with its Business of the Year award, and this year it is recognizing **Cellino Plumbing, Heating, Cooling & Electric**; and

WHEREAS, **Cellino Plumbing, Heating, Cooling & Electric** was founded in 1995 by **Tony Cellino**, who turned his passion for hands-on work, problem-solving, and serving others into a thriving local business; and

WHEREAS, **Mr. Cellino** built the company on the core values of integrity, quality workmanship, and customer care, with an emphasis on hiring people he would trust to care for his own family and ensuring that every employee embodies the same dedication to quality service; and

WHEREAS, over the past 30 years, **Cellino Plumbing, Heating, Cooling & Electric** has grown into a trusted, full-service company providing plumbing, heating, cooling, and electrical services across Buffalo and Western New York, earning top customer reviews and a reputation for reliability and excellence; and

WHEREAS, the company partners with numerous local organizations and nonprofits, sharing a commitment to service, community support, and making a positive impact throughout Western New York.

NOW, THEREFORE, BE IT RESOLVED, the Erie County Legislature pauses to congratulate **Cellino Plumbing, Heating, Cooling & Electric** on being named the **Orchard Park Chamber of Commerce's 2025 Business of the Year**, honoring their 30 years of outstanding service, community partnerships, and commitment to excellence.

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JOHN J. MILLS, MINORITY LEADER  
Erie County Legislator – 11<sup>th</sup> District

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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MILLS

Honoring Keith Belanger on His Retirement

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Attachments

25PROC. 19-36

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## LEGISLATURE OF ERIE COUNTY

BUFFALO, N.Y., OCTOBER 23, 2025, A.D.

I HEREBY CERTIFY THAT *at a regular session of the Legislature of Erie County held in the Old County Hall, in the City of Buffalo, on the 23rd of October 2025 A.D., a resolution was adopted, of which the following is a true copy:*

## Honoring Keith Belanger on His Retirement

WHEREAS, after an extraordinary 38-year career with M&T Bank and 27 years as Chairman of Buffalo Place, Inc., **Keith Belanger** will retire at the end of this year, leaving a legacy of leadership, vision, and service to both his profession and his community; and

WHEREAS, following seven years of active duty in the U.S. Coast Guard, where he served as commanding officer, **Mr. Belanger** began his M&T career in 1987 after earning his MBA from Harvard Business School; and

WHEREAS, during his tenure, he helped transform M&T from a regional bank into a national institution, directing corporate services that manage 1,300 facilities in 32 states and six countries; and

WHEREAS, **Mr. Belanger** played a key role in shaping M&T's physical and operational backbone—directing real estate, procurement, and corporate security functions—and leading major downtown projects such as the restoration of One M&T Plaza and the redevelopment of Seneca One Tower; and

WHEREAS, following the example of the late Robert Wilmers, **Mr. Belanger** has long embodied M&T's commitment to civic responsibility, serving as Chairman of Buffalo Place, Inc., helping to guide downtown's revitalization through the return of vehicular traffic to Main Street, expanding residential development, and supporting cherished community programs like the Rotary Rink, the Downtown Country Market, the Thursday concert series; and

WHEREAS, his community involvement extends well beyond Buffalo Place, including his service as Chair of the Ralph Wilson Park Conservancy Board and Honorary Co-Chair of the World Canal Conference, earning the admiration of civic and business leaders across Western New York; and

WHEREAS, known for his humility and steady leadership, Keith Belanger has been described as the “connective tissue” linking M&T Bank, the business community, and the region through his guidance and belief in Buffalo's potential.

**NOW, THEREFORE, BE IT RESOLVED**, that the Erie County Legislature recognizes **Keith Belanger** for his exemplary leadership, dedication, and service to M&T Bank and the Buffalo community and offers heartfelt congratulations on his retirement.

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**JOHN J. MILLS, MINORITY LEADER**  
Erie County Legislator – 11<sup>th</sup> District

Erie County Legislature  
Meeting Date: 10/23/2025

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**SUBJECT**

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LL INTRO. 6-1 (2025)	MAJORITY CAUCUS	Authorizing Purchasing Based on Best Value & Expanded Use of Cooperative Purchasing
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**Attachments**

LL INTRO. 6-1 (2025)

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**LOCAL LAW TO BE ENACTED BY  
THE ERIE COUNTY LEGISLATURE  
IN THE COUNTY OF ERIE  
LOCAL LAW INTRO. NO 6-1 - 2025  
LOCAL LAW NO. \_\_\_\_\_ - 2025**

**“A LOCAL LAW AUTHORIZING PURCHASING BASED ON BEST VALUE AND EXPANDED USE OF COOPERATIVE PURCHASING”**

**SECTION 1: LEGISLATIVE INTENT:**

The State Legislature and Governor amended General Municipal Law §103(1) (A08692/S6117) on January 27, 2012, to provide local governments with greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of best value. The state legislation requires political subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process.

(From Assembly Bill Memo A08692) – Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The “best value” standard for selecting goods and services vendors, including janitorial and security contracts, is critical to efforts to use strategic sourcing principles to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors.

The federal government, approximately half of the states and many localities have added best value selection processes to their procurement options, in recognition of these advantages. With the increased complexity of the goods and services that municipalities must obtain in order to serve taxpayers; it is critical to consider selection and evaluation criteria that measure factors other than cost in the strictest sense.

Taxpayers are not well served when public procurement results in low unit costs at the outset but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality’s performance requirements, incorporating selection factors such as useful lifespan quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities’ needs, including such important goals as the participation of small, minority, and women-owned businesses and the development of environmentally preferable good and service delivery methods. Best value procurement will provide much needed flexibility in obtaining important goods and services at favorable prices and will reduce the time to procure such goods and services.

General Municipal Law § 103(16) permits New York municipalities and districts to make purchases and contract for services through contracts let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML §103 and made available for use by other governmental entities. This is commonly referred to as “piggybacking,” and the same local law requirement applies to piggybacking on any contract awarded by best value. The County already makes many contracts awarded to the lowest responsible bidder available to specified public entities in Western New York as permitted by County Law § 408-a(2), but that statute was not revised to reflect the authorization of best value contracting or the option of piggybacking on best value contracts granted by an amendment to GML § 103(16) in 2013 (S. 3766-A). Under GML § 104-b, the County also establishes its own rules for procurement not covered by GML § 103.

Cooperative purchasing strengthens public sector procurement by reducing duplicative efforts, leveraging economies of scale, and promoting consistency in the acquisition of goods and services across jurisdictions. Allowing other local governments, school districts, and public agencies to access County contracts reduces costs for those entities while expanding competition and opportunities for vendors. This may be done by the County acting alone, or as the “lead public agency” for a formal purchasing consortium.

The administration of cooperative purchasing arrangements requires the County to invest resources in soliciting, evaluating, and maintaining contracts for shared use. To ensure fairness to Erie County taxpayers who bear the cost of developing and administering such contracts, the County is authorized to recover its reasonable administrative costs from vendors benefitting from the expanded use of County contracts by other governmental entities.

Accordingly, the purpose of this Local Law is to modernize the County’s procurement practices by (1) authorizing the County to award contracts on a best value basis and to make purchases through other contracts awarded by best value; and (2) expanding and facilitating opportunities for other governmental entities to purchase through County contracts through Purchasing Consortia or individually. These measures collectively advance the goals of efficiency and fiscal responsibility in the expenditure of public funds.

## **SECTION 2 – DEFINITIONS:**

Authorized User. A governmental or other public entity to which a contract awarded by Erie County or by another Contracting Agency has been made available for use, consistent with the requirements of General Municipal Law §103 and other applicable law.

Best Value. As defined in State Finance Law § 163(j), “Best Value” means the basis for awarding contracts to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses, certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law or service-disabled veteran-owned business enterprises as defined in subdivision one of section forty of the veterans' services law to be used in evaluation of offers for awarding of contracts for services.

Contracting Agency. The County or a state, agency, political subdivision, district, or other governmental or public entity that has solicited, awarded, and entered into a contract in accordance with General Municipal Law §103 or other applicable law, and whose contract is made available for use by members of a Purchasing Consortium or other governmental entities.

Cooperative Contract. A Purchase Contract that has been solicited and awarded by a Contracting Agency in compliance with General Municipal Law §103 or other applicable law, and that is made available for use by Authorized Users through a Purchasing Consortium or by direct authorization.

Purchasing Consortium. An organization, association, or cooperative arrangement of governmental or other public entities serving as Contracting Agencies and/or Authorized Users for one another or that otherwise administer or facilitate the shared use of Cooperative Contracts.

Purchase Contract. A contract for the purchase of apparatus, materials, equipment or supplies, or for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies.

### **SECTION 3 – AWARDING CONTRACTS ON THE BASIS OF BEST VALUE:**

- A. The Purchasing Director may award Purchase Contracts (including contracts for service work, but excluding any Purchase Contract necessary for the completion of a public works contract pursuant to Labor Law Article 8) on the basis of Best Value to a responsive and responsible bidder or offeror in the manner provided by General Municipal Law § 103.
- B. The Division of Purchase shall establish and revise administrative guidelines and evaluation tools for determining when award on the basis of Best Value is appropriate, the form and content of best-value bid solicitations, how bid submissions will be assessed, and how such awards will be documented.
- C. When a Purchase Contract is to be awarded on the basis of Best Value:
  - i. The Purchasing Director shall document in the procurement record and in advance of the initial solicitation and receipt of offers, the determinations that use of Best Value is appropriate for the procurement and of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of Best Value and the manner in which the evaluation process and selection shall be conducted. When appropriate, these determinations shall be made in consultation with the requesting department head.
  - ii. The bid solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative

importance and/or weight of cost and the overall technical criterion to be considered by the County in its determination of Best Value.

- iii. Factors may include, but are not limited to: product or service quality, durability, reliability, timeliness of performance, efficiency, useful lifespan, compatibility with existing systems, experience and qualifications of the offeror, past performance, customer support, cost of maintenance, long-term cost implications, and sustainability practices. Where appropriate, factors may also include the participation of minority- and women-owned business enterprises, service-disabled veteran-owned businesses, and other small businesses.

D. Pursuant to General Municipal Law § 103(16), the Purchasing Director is accordingly authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by the County through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let on the basis of Best Value in a manner consistent with General Municipal Law § 103 and made available for use by other governmental entities.

E. Contracts and procurements made under the County's Purchasing Policies & Procedures adopted pursuant to General Municipal Law § 104-b may also be awarded based on Best Value.

#### **SECTION 4 – EXPANDING OPPORTUNITIES FOR COOPERATIVE PURCHASING THROUGH ERIE COUNTY CONTRACTS:**

A. Pursuant to General Municipal Law §§ 103(16) and 104-b, in addition to that authority granted by and already exercised under General Municipal Law §§ 103(3) & 109-c, and County Law § 408-a(2):

- i. The Erie County Legislature may, with respect to any Purchase Contract let by the County except one for services subject to Article 8 or Article 9 of the New York Labor Law, authorize the inclusion of a provision whereby purchases may be made or such services may be obtained under such contract by any governmental entity, if the County could make purchases or obtain services under such contract were it let by the United States of America or any agency thereof, any state or any other political subdivision or district therein.
- ii. The same may be authorized for sole-source contracts, professional services contracts awarded through the request for proposal (RFP) process, or other Purchase Contracts governed by the County's Purchasing Policies & Procedures adopted under General Municipal Law § 104-b.
- iii. To the extent permissible by law, additional not-for-profit entities may be Authorized Users as designated by the Erie County Legislature and Purchasing Director.

- iv. Subject to approval by the Erie County Legislature, the County may serve as a Contracting Agency for a Purchasing Consortium and may enter into agreements with Purchasing Consortia and/or vendors to facilitate and administer cooperative purchasing and to make County contracts available for use by Authorized Users. Such contracts may include terms requiring vendors and/or Purchasing Consortia to the County for administrative and related costs incurred in connection with the establishment and administration of Cooperative Contracts. Reimbursement or compensation rates that are consistent with standard practices in the cooperative purchasing industry shall be deemed presumptively reasonable and valid.
- v. When so approved by the Legislature and Purchasing Director, any Authorized User may make purchases and contract for services through the County's Purchase Contracts and Cooperative Contracts to the extent the County and Purchasing Consortia (if any) have provided for and is permitted by the law applicable to each Authorized User. Under no circumstances shall the County of Erie be deemed a party to, or assume any liability or responsibility for, any contract, purchase, payment, or obligation entered into by an Authorized User or Purchasing Consortium pursuant to this Local Law or GML § 103. Each Authorized User is responsible for determining its own compliance with relevant law and shall accept sole responsibility for any and all payments due a vendor, contractor, or purchasing consortium.

**SECTION 5 – PURCHASING POLICIES & PROCEDURES:**

The County's Purchasing Policies & Procedures are hereby amended to restate and incorporate Sections 2 through 4 of this Local Law. The Erie County Legislature may subsequently modify the rules and procedures herein by resolution amending the Purchasing Policies & Procedures.

**SECTION 6 – SEVERABILITY:**

If any clause, sentence, paragraph, subdivision, section or part of this law of the application thereof to any person individual, corporation, firm, partnership entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**SECTION 7 – EFFECTIVE DATE:**

This local law shall take effect immediately upon filing with the New York Secretary of State.

SPONSORS: Legislators Bargnesi, Dupre, Gilmour, Kooshoian, Meyers, St. Jean Tard, and Vinal.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LL INTRO. 7-2 (2024)      KOOSHOIAN                      The STUNT Law

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Attachments

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LL INTRO. 7-2 (2024)

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COUNTY OF ERIE

EC LEG OCT 9 '25 AM 11:55

LOCAL LAW INTRO. NO. 7-2 -2024

LOCAL LAW NO. \_\_\_\_\_-2025

A Local Law, named the "STUNT Law", requiring Erie County to expand penalties for speed contests, stunt behavior, and other reckless driving behaviors that endanger Erie County residents.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Title.

This Local Law shall be known as the "STUNT Law: Safeguarding Traffic, Unlawful Racing, and Noise Transgressions."

Section 2. Legislative Purpose and Intent.

This Legislature recognizes that speeding has been a significant factor in numerous motor vehicle fatalities over the past decades, with motor vehicle accidents being one of the leading causes of death for individuals aged 1 to 54.

The Legislature acknowledges the rise in popularity of illegal vehicle sideshows, demonstrations, and contests; often shared on social media, which pose a great risk to participants and spectators, leading to severe physical injuries and even death.

Moreover, illegal vehicle sideshows, contests, street racing, and related stunt behavior not only endanger lives and property but also create excessive noise during night hours, causing disturbances for residents in neighboring areas.

The current penalties for these illegal activities are insufficient in deterring individuals from participating in them.

Therefore, the purpose of this Local Law is to protect Erie County residents by expanding and strengthening laws and penalties related to unlawful speed contests, sideshows, and related stunt behavior.

Section 3. Definitions.

As used in this Local Law, the following terms shall have the meanings indicated:

"Burnout" - To spin a vehicle's wheel(s) while keeping the vehicle stationary, causing the tires to heat up and emit smoke.

"Drifting" - The intentional oversteering of a vehicle with loss of traction while maintaining control, resulting in a controlled skid or power slide through a turn.

"Doughnut" - A maneuver performed by rotating the rear or front of a vehicle around the opposite set of wheels, creating a circular skid mark pattern on the road surface.

"Revving" - To rapidly increase the engine speed while a vehicle is stationary or in neutral, producing loud noise and/or causing the vehicle to jerk or lurch.

"Sideshow" - An event in which vehicles gather and engage in reckless behavior, such as performing stunts, burnouts, doughnuts/wheelies, drifting, and/or other dangerous maneuvers.

"Street Racing" - The act of racing or competing with one or more vehicles on a public highway, street, or road, whether prearranged or spontaneous.

"Stunt Behavior" - Performing any maneuver with a vehicle that is not part of normal driving or exceeds the safe limits of the vehicle; including but not limited to stunts, revving, burnout, drifting, doughnuts, acrobatic maneuvers, jumps, and other similar actions.

"Wheelie" - Raising a vehicle to the degree that one or more wheels lose contact with the ground.

#### Section 4. Prohibitions.

(A) No person shall knowingly participate in, engage in, organize, facilitate, coordinate, plan, aid, or abet any street race, sideshow, contest, exhibition, or stunt behavior involving vehicles upon any public highway, street, sidewalk, public parking lot or area, or any other public property within Erie County.

(B) No person shall knowingly obstruct or attempt to obstruct any public highway, street, or road with a motor vehicle, or any other object used as a blockade for the purpose of permitting any such race, sideshow, contest, exhibition, or stunt behavior.

#### Section 5. Enforcement and Penalties for Offenses.

(A) Any person who violates any provision of this article shall be guilty of a violation, punishable by imprisonment for a period not exceeding fifteen days or by a fine not exceeding \$500, or both, for a first offense.

(B) A person who operates a vehicle in violation of this article after having been convicted of a violation of any section of such article shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000 or by imprisonment for a period not exceeding six months, or both, for each subsequent offense.

(C) Any person who causes physical injury to another person or damage to real or personal property while violating any provision of this article shall be liable for the payment of restitution, as determined by a court of competent jurisdiction.

#### Section 6. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited by such order or judgment.

#### Section 7. SEQRA Compliance.

This County Legislature determines that this local law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

#### Section 8. Effective Date.

This local law shall take effect immediately following its filing with the Office of the Secretary of State.

Sponsor:  
Michael Kooshoian

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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LL INTRO. 5-3 (2024)    BARGNESI

Amending the Erie County Charter in Relation  
to Term Lengths and Term Limits

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Attachments

LL INTRO. 5-3 (2024)

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COUNTY OF ERIE

LOCAL LAW INTRO NO 5- 3-2024

LOCAL LAW NO. \_\_\_\_\_ - 2024

A Local Law amending Local Law 1-1959, constituting the Erie County Charter, as amended in relation to the amending of Section 202.2 for the purpose of setting the terms of legislative office to four (4) years and limiting the number of terms for that can be held to three (3) four-year terms for all elected officials.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

**Section 1. LEGISLATIVE INTENT**

The intent of this legislation is to amend the terms of office for the Erie County of Legislature to a term of four (4) years and to limit the number of terms for all elected officials that can be served to three (3) four-year terms.

**Section 2. CHANGING THE TERM OF LEGISLATIVE OFFICE AND LIMITING THE NUMBER OF TERMS FOR ALL ELECTED OFFICIALS**

Erie County Local Law number one of nineteen hundred fifty-nine, as amended, constituting the Erie County Charter, is hereby amended as follows:

Article 2, Section 202.2. Election and terms of office. County legislators shall first be elected at the general election in the year nineteen hundred sixty-seven and shall assume office on January first, nineteen hundred sixty-eight. All elected County legislators shall hold their respective offices for a term of four years. No person shall be eligible to be elected to or serve as County Legislator if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office shall be calculated beginning: the first day of the Legislator's first full term of office after the effective date hereof.

Article 3, Section 301. The County Executive; election; term; qualifications. The executive branch of County government shall be administered by the County Executive who shall be elected from the County at large. The County Executive's term of office shall begin with the first day of January next following the County Executive's election and shall be for four years, except that the term of the County Executive elected in nineteen hundred sixty shall be for three years. No person shall be eligible to be elected to or serve as County Executive if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office

shall be calculated beginning the first day of the County Executive's first full term of office after the effective date hereof. At the time of the County Executive's election and throughout the County Executive's term of office the County Executive shall be a qualified elector of the County. The County Executive shall devote the County Executive's whole time to the duties of the County Executive's office and shall hold no other public office, except as provided in section three hundred seven hereof.

Article 18, Section 1801. Election: Comptroller's Act repealed. There shall be a County Comptroller who shall be elected from the County at large. The County Comptroller's term of office shall begin with the first day of January next following the County Comptroller's election and shall be for four years. No person shall be eligible to be elected to or serve as County Comptroller if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office shall be calculated beginning the first day of the County Comptroller's first full term of office after the effective date hereof. At the time of the County Comptroller's election and throughout the term of office the Comptroller shall be a qualified elector of the County. The Comptroller shall devote the Comptroller's whole time to the duties of the County Comptroller's office and shall hold no other public office. The Erie County Comptroller's Act, being chapter four hundred twenty-three of the laws of nineteen hundred thirty-nine as amended, is hereby repealed, as of January first, nineteen hundred sixty-one.

Article 19, Section 1901. Election. There shall be a County Clerk who shall be elected from the County at large. The County Clerk's term of office shall begin with the first day of January next following the County Clerk's election and shall be for four years except as otherwise provided in this Charter. No person shall be eligible to be elected to or serve as County Clerk if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office shall be calculated beginning the first day of the County Clerk's first full term of office after the effective date hereof. At the time of the County Clerk's election and throughout the County Clerk's term of office the Clerk shall be a qualified elector of the County. The Clerk shall devote the County's Clerk's whole time to the duties of the County Clerk's office and shall hold no other public office.

Article 20, Section 2001. Election. There shall be a District Attorney who shall be elected from the County at large. The District Attorney's term of

office shall begin with the first day of January next following the District Attorney's election and shall be for four years except as otherwise provided in this Charter. No person shall be eligible to be elected to or serve as District Attorney if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office shall be calculated beginning the first day of the District Attorney's first full term of office after the effective date hereof. At the time of the District Attorney's election and throughout the District Attorney's term of office the District Attorney shall be a qualified elector of the County. The District Attorney shall devote the District Attorney's whole time to the duties of the District Attorney's office and shall hold no other public office.

Article 21, Section 2101. Election. There shall be a Sheriff who shall be elected from the County at large. The Sheriff's term of office shall begin with the first day of January next following the Sheriff's election and shall be for four years except as otherwise provided in this Charter. No person shall be eligible to be elected to or serve as Sheriff if that person had previously held such office for three or more four-year terms. For the purpose of establishing the term limit, the term of office shall be calculated beginning the first day of the Sheriff's first full term of office after the effective date hereof. At the time of the Sheriff's election and throughout the Sheriff's term of office the Sheriff shall be a qualified elector of County.

### **Section 3. EFFECTIVE DATE**

This Local Law shall take effect the first day of the first fiscal year after receiving an affirmative vote of a majority of the qualified electors of the County of Erie in a manner consistent with the provisions of New York State Municipal Home Rule Law Article 3 and upon its subsequent filing with the New York Secretary of State.

### **Section 4. SEVERABILITY**

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not

affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Sponsor:

John J. Bargnesi

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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Report No. 10                      PUBLIC SAFETY COMMITTEE

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Attachments

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Report No. 10

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October 16, 2025

PUBLIC SAFETY COMMITTEE  
REPORT NO. 10

ALL MEMBERS PRESENT, EXCEPT CHAIR GILMOUR.

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

a. COMM. 18E-2 (2025)  
**VINAL** "FOIL Request"  
(Chair's Ruling)

2. COMM. 18E-6 (2025)  
**SHERIFF**

WHEREAS, it is the mission of the Erie County Sheriff's Office to provide quality public safety services to our community by promoting a safe environment through police and citizen interaction, with an emphasis on integrity, fairness and professionalism; and

WHEREAS, the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services (NYS DHSES) has awarded \$60,000.00 to the Erie County Sheriff's Office in funding specifically allocated to agencies with Explosive Detection Canine Units; and

WHEREAS, authorization is required from the Erie County Legislature for the County Executive to enter into contract and accept \$60,000.00 to provide funds for specialized training and equipment to protect the residents of Erie County and the State of New York from terrorist attacks involving explosive devices; and

WHEREAS, at the time of the grant application the Erie County Sheriff's Office must submit a specific list of training modules and the NYSDHSES approved consultants; and

WHEREAS, the NYSDHSES must approve the training vendors prior to the award of the grant; and

WHEREAS, the NYSDHSES approved training and vendors for this grant are as follows:

D-Co, Leaders and Training

NOW, THEREFORE, BE IT

RESOLVED, the County Executive and Sheriff are authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services to accept \$60,000.00 as part of the Explosive Detection Canine Team Grant Program for FY22; and be it further

RESOLVED, that authorization is hereby provided to the Division of Budget and Management to establish funding for FY22 in the Grant Fund 281 and budget those funds as follows:

Erie County Sheriff's Office  
FY 2022 Explosive Detection Canine Grant  
August 1, 2025 – August 31, 2026  
HS115CANINE2022

REVENUE	Increase
414000 Federal Revenue	\$ 60,000.00
TOTAL REVENUE	\$ 60,000.00

APPROPRIATIONS	Increase
561410 Lab & Technical Equipment	\$ 15,500.00
510200 Training and Education	\$ 29,500.00
530000 Other Expenses	\$ 15,000.00
TOTAL APPROPRIATIONS	\$ 60,000.00

and be it further

RESOLVED, the Purchasing Director is authorized to create the necessary documents for the Erie County Sheriff's Office to engage with D-Co, Leaders and Training LLC, 26 Pinecrest Plaza, Southern Pines, NC for training associated with this grant in an amount not to exceed \$29,500.00; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to establish and adjust budgets as required to comply with State and Federal approved funding levels; and be it further

RESOLVED, the Director of Budget and Management is authorized to make any technical changes to effectuate the implementation of this resolution; and be it further

RESOLVED, that certified copies be forwarded to the County Executive's Office, the County Attorney, the Division of Budget and Management, the Office of the Comptroller, and the Office of the Sheriff.  
(4-0)

3. COMM. 18E-7 (2025)  
**SHERIFF**

WHEREAS, it is the mission of the Erie County Sheriff's Office to provide quality public safety services to our community by promoting a safe environment through police and citizen interaction, with an emphasis on integrity, fairness and professionalism; and

WHEREAS, the New York State Unified Court System has awarded the Erie County Sheriff's Office \$99,796.00 in funding through the Improving Criminal Justice Response to Domestic Violence, Sexual Assault and Stalking Grant Program; and

WHEREAS, this program aims to bring law enforcement agencies, victim service providers and community-based organizations together to assist domestic violence, sexual assault and stalking victims; and

WHEREAS, the Erie County Sheriff's Office will partner with Hispanos Unidos de Buffalo, Child and Family Services, Bury the Violence of Buffalo and the Center for Justice Innovation on this initiative; and

WHEREAS, no additional county funding is required to participate in this collaboration.

NOW, THEREFORE BE IT

RESOLVED, the County Executive and Sheriff are authorized to enter into an agreement with the New York State Unified Court System to accept \$99,796.00 as part of the Improving Criminal Justice Response to Domestic Violence, Sexual Assault and Stalking Grant Program; and be it further

RESOLVED, the Director of Budget and Management shall establish funding in Grant Fund 281, Funds Center 11510 as follows:

Erie County Sheriff's Office  
FY 2024 ICJR Grant  
October 1, 2024 – September 30, 2027  
115ICJR2427

APPROPRIATIONS	INCREASE
501000 – Overtime	77,273
502000 – Fringe Benefits	11,591
510000 – Local Mileage	1,860
530000 – Other Expenses	9,072
TOTAL	99,796
REVENUES	INCREASE
414000 – Federal Revenue	99,796
TOTAL	99,796

and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized to establish and adjust budgets as required to comply with State and Federal approved funding levels; and be it further

RESOLVED, the Director of Budget and Management is authorized to make any technical changes to effectuate the implementation of this resolution; and be it further

RESOLVED, that certified copies be forwarded to the County Executive's Office, the County Attorney, the Division of Budget and Management, the Office of the Comptroller, and the Office of the Sheriff.  
(4-0)

**MICHAEL H. KOOSHOIAN**  
**ACTING CHAIR**

**Erie County Legislature**  
**Meeting Date: 10/23/2025**

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**SUBJECT**

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Report No. 13                      ENERGY & ENVIRONMENT COMMITTEE

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**Attachments**

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Report No. 13

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October 16, 2025

ENERGY & ENVIRONMENT COMMITTEE  
REPORT NO. 13

ALL MEMBERS PRESENT, EXCEPT LEGISLATOR GILMOUR.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM 18E-14 (2025)  
**COUNTY EXECUTIVE** “ECSD No. 2 - Engineering Term Contract Agreement (Work Order: WNDL-7)”  
(Chair’s Ruling)
  - b. COMM 18E-15 (2025)  
**COUNTY EXECUTIVE** “ECSD No. 4 - Engineering Term Contract Agreement (Work Order: BC-4)”  
(Chair’s Ruling)
  - c. COMM 18E-16 (2025)  
**COUNTY EXECUTIVE** “ECSD No. 2 - Engineering Term Contract Agreement (Work Order: AECOM-4)”  
(Chair’s Ruling)
  - d. COMM 18M-2 (2025)  
**NYS DEC** “Draft Investigation Work Plan for Brownfield Site Available for Public Comment - Town of Amherst”  
(Chair’s Ruling)
  - e. COMM 18M-3 (2025)  
**NYS DEC** “Brownfield Cleanup Program Application Notification - City of Buffalo”  
(Chair’s Ruling)

2. COMM. 18E-13 (2025)  
**COUNTY EXECUTIVE**  
WHEREAS, the Buffalo and Erie County Industrial Land Development Corporation (ILDC) is redeveloping, for commercial and industrial use, approximately 240 acres of land at the location of the former Angola Airport site in the Town of Evans to create the “Erie County Agribusiness Park” (Agribusiness Park); and

WHEREAS, portions of the Agribusiness Park are outside of the boundaries of Erie County Sewer District No. 2; and

WHEREAS, the ILDC was awarded grant funding through Empire State Development’s FAST NY program for numerous improvements related to the Agribusiness Park, including construction of new sanitary sewers and addressing capacity constraints at the Big Sister Creek Water Resource Recovery Facility (WRRF); and

WHEREAS, the ILDC has requested that the County of Erie through Erie County Sewer District No. 2 perform long-term operation/maintenance of the new sanitary sewers in the Agribusiness Park, including those segments presently outside of the bounds of the County District; and

WHEREAS, it would be more efficient for the County of Erie through Erie County Sewer District No. 2 to manage the engineering and construction related services for the proposed improvements at the Big Sister Creek WRRF; and

WHEREAS, agreements between the County of Erie and the ILDC are required to address the sanitary sewer service needs for the entire Agribusiness Park.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to execute an agreement with the ILDC so the County of Erie may own, operate, and maintain the new sanitary sewer system constructed in the Agribusiness Park, subject to approval as to content by the Commissioner of the Department of Environment and Planning, and approval as to form by the County Attorney’s Office; and be it further

RESOLVED, that authorization is hereby provided to the County Executive or Deputy County Executive to execute an agreement with the ILDC to allow up to \$4,000,000 of FAST NY funding to be provided to the County of Erie for the purposes of managing the engineering and construction related services for capacity improvements at the Big Sister Creek WRRF, subject to approval as to content by the Commissioner of the Department of Environment and Planning, and approval as to form by the County Attorney’s Office; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send a certified copy of this resolution to the County Executive’s Office, Comptroller’s Office, Division of Budget and Management, Department of Law, and Division of Sewerage Management.  
(4-0)

**JOHN A. BARGNESI, JR.**  
**CHAIR**

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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Report No. 10

HEALTH & HUMAN SERVICES COMMITTEE

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**Erie County Legislature**  
**Meeting Date: 10/23/2025**

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**SUBJECT**

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Report No. 10                      FINANCE & MANAGEMENT COMMITTEE

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**Attachments**

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Report No. 10

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October 16, 2025

FINANCE & MANAGEMENT COMMITTEE  
REPORT NO. 10

ALL MEMBERS PRESENT EXCEPT LEGISLATOR VINAL  
CHAIR MEYERS PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. INTRO. 12-4 (2025)  
**KOOSHOIAN** “Compromise of Town and County Taxes Pursuant to the Erie County Tax Act”  
(Chair’s Ruling)
  - b. COMM. 18E-5 (2025)  
**COMPTROLLER** “Sales & Compensating Use Tax Report - June, July, & August 2025”  
(Chair’s Ruling)
  - c. COMM 18E-8 (2025)  
**COMPTROLLER** “Department of Law Risk Retention Fund Spending - July & August 2025”  
(Chair’s Ruling)

**MICHAEL H. KOOSHOIAN**  
**CHAIR**

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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Report No. 3                      GOVERNMENT AFFAIRS COMMITTEE

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Attachments

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Report No. 3

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October 16, 2025

GOVERNMENT AFFAIRS COMMITTEE  
REPORT NO. 3

ALL MEMBERS PRESENT EXCEPT LEGISLATOR GILMOUR.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM. 10M-2 (2025)  
**ECCRC**: “EC Charter Revision Commission Recommendations”  
(Chair’s Ruling)
  - b. COMM. 12E-4 (2025)  
**COMPTROLLER**: “Department of Law Risk Retention Fund Spending - April 2025”  
(Chair’s Ruling)
  - c. COMM. 12M-5 (2025)  
**PRESIDENT & CEO OF VBN/BCC**: “Reports & Financial Statements - 2025 Q1”  
(Chair’s Ruling)
  - d. COMM. 14D-4 (2025)  
**COUNTY ATTORNEY**: “Opinion as to Form Local Law Intro. No. 2-1 2025”  
(Chair’s Ruling)
  - e. COMM. 16E-1 (2025)  
**COUNTY CLERK**: “2778 Colvin Boulevard, Tonawanda, NY 14150”  
(Chair’s Ruling)
  - f. COMM. 16D-6 (2025)  
**COUNTY ATTORNEY**: “Transmittal of New Claims Against Erie County”  
(Chair’s Ruling)
  - g. COMM. 16M-1 (2025)  
**ASSIGNED COUNSEL PROGRAM**: “2024 Financial Statements & Auditor Reports”  
(Chair’s Ruling)
  - h. COMM. 16M-4 (2025)  
**NYS DEPARTMENT OF TAXATION & FINANCE**: “List of Certified 2025 State Equalization Rates”  
(Chair’s Ruling)

- i. COMM. 17M-1 (2025)  
**LEGAL AID BUREAU**: “Bi-Annual Financial Report: 7/1/24-12/31/24”  
(Chair’s Ruling)
- j. COMM. 17M-2 (2025)  
**LEGAL AID BUREAU**: “Bi-Annual Financial Report: 1/1/25-6/30/25”  
(Chair’s Ruling)
- k. COMM. 18E-3 (2025)  
**COUNTY CLERK**: “The Buffalo News Room - Old County Hall”  
(Chair’s Ruling)
- l. COMM. 18E-4 (2025)  
**COUNTY CLERK**: “SAP Training Request”  
(Chair’s Ruling)
- m. COMM. 18M-5 (2025)  
**CITY OF BUFFALO**: “Transit Mall Service Charge Roll”  
(Chair’s Ruling)

**JOHN A. BARGNESI, JR.**  
**CHAIR**

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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Report No. 13                      ECONOMIC DEVELOPMENT COMMITTEE

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Attachments

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Report No. 13

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October 16, 2025

ECONOMIC DEVELOPMENT COMMITTEE  
REPORT NO. 13

Commissioner’s Office, the County Executive’s Office, Comptroller’s Office, and Division of Budget and Management.  
(6-0)

ALL MEMBERS PRESENT.

CHAIR MEYERS PRESENT AS EX-OFFICIO MEMBER.

1. COMM. 18E-11 (2025)  
**COUNTY EXECUTIVE**

WHEREAS, the Department of Public Works seeks to transfer funds from the Division Fleet Services to the Division of Highways to procure a new piece of heavy equipment that will result in greater long-term savings for the department and decreased dependance on external vendors.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the transfer of \$267,781 in funding within the 2025 Operating Budgets of the Department of Public Works – Division of Fleet Services (Fund 110, Funds Center 1071010) to the Department of Public Works – Division of Highways (Fund 210, Funds Center 12310) as follows:

Department of Public Works – Division of Fleet Services  
Fund 110, Funds Center 1071010

APPROPRIATIONS	CHANGE
545000 Rental Charges	(\$267,781)
570020 Interfund Subsidy - Road	\$267,781
TOTAL	\$ 0

Department of Public Works – Division of Highways  
Fund 210, Funds Center 12310

REVENUES	CHANGE
486000 Interfund Revenue Subsidy	\$267,781
TOTAL	\$267,781

APPROPRIATIONS	CHANGE
561430 Building, Grounds and Heavy Equipment	\$267,781
TOTAL	\$267,781

and it be further

RESOLVED, that authorization is hereby given to the Division of Budget and Management to make any technical adjustments necessary to effectuate this resolution; and be it further

RESOLVED, that a certified copy of this resolution be sent to the Department of Public Works,

**TAISHA ST. JEAN TARD**  
**CHAIR**

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-1                      DUPRE & ST. JEAN TARD      Re-Allocation of Public Benefit Funds

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Attachments

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25INTRO. 19-1

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**A RESOLUTION SUBMITTED BY LEGISLATORS  
DUPRE AND ST. JEAN TARD**

EC LEG OCT 16 '25 PM 3:35

**RE: Re-Allocation of Public Benefit Funds**

**WHEREAS**, the Buffalo African American Museum was awarded \$1,000 in public benefit funding by the Erie County Legislature in the 2024 Erie County Budget; and

**WHEREAS**, the Buffalo African American Museum was awarded \$25,000 in public benefit funding by the Erie County Legislature in Intro 8-3 (2025); and

**WHEREAS**, the City of Buffalo was awarded \$39,500 in public benefit funding by the Erie County Legislature in Intro 13-1 (2025); and

**WHEREAS**, these organizations are not able to accept the funds, and the funding should be transferred to these alternative organizations; and

**WHEREAS**, it has since been determined these allocations need to be adjusted; and

**WHEREAS**, it is the intention of this Honorable Body to transfer such funding to community organizations serving the public.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that authorization is provided to transfer \$20,000 of public benefit funding from the Buffalo African American Museum to the African American Cultural Center; and be it further

**RESOLVED**, that authorization is provided to transfer \$6,000 of public benefit funding from the Buffalo African American Museum to the African American Veterans Monument; and be it further

**RESOLVED**, that authorization is provided to transfer \$12,500 of public benefit funding from the City of Buffalo to the Resource Council of WNY, Inc.; and be it further

**RESOLVED**, that the Director of the Division of Budget and Management is authorized to make any adjustments necessary to effectuate the intent of this resolution or any other changes identified by the Office of the Erie County Comptroller; and be it further

**RESOLVED**, that certified copies of this resolution be sent to the Erie County Executive, the Erie County Comptroller, the Director of Budget and Management, and any other party deemed necessary and proper.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-2	ST. JEAN TARD	Requesting Update on the MWBE Disparity Study
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Attachments

25INTRO. 19-2

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**A RESOLUTION TO BE SUBMITTED  
BY LEGISLATOR TAISHA ST. JEAN TARD**

**Requesting Update on the Minority and Women-Owned Business Enterprise (MWBE) Disparity Study**

**WHEREAS**, in 2021, the Erie County Legislature passed a resolution requesting a Disparity Study to assess the participation and utilization of Minority and Women-Owned Business Enterprises (MWBEs) in County contracts and procurement processes; and

**WHEREAS**, the study was subsequently commissioned and funded using approximately \$1 million in Erie County taxpayer surplus funds; and

**WHEREAS**, the intent of the study was to provide data, analysis, and recommendations to help ensure equitable and inclusive participation of MWBEs in Erie County business opportunities; and

**WHEREAS**, to date, no final report or results of the MWBE Disparity Study have been provided to the Erie County Legislature, despite repeated inquiries by various legislators; and

**WHEREAS**, transparency and accountability in the expenditure of public funds, especially regarding initiatives meant to promote diversity, equity, and inclusion, are paramount to public trust; and

**WHEREAS**, members of the Erie County Legislature, as well as the MWBE Committee, have a right and responsibility to receive updates on taxpayer-funded studies and initiatives to evaluate their effectiveness and ensure timely implementation of any findings;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature formally requests an update on the status, findings, and timeline of the MWBE Disparity Study commissioned in 2022; and be it further

**RESOLVED**, that this update be submitted in writing to the Erie County Legislature no later than November 14, 2025; and be it further

**RESOLVED**, that said update also be presented at the next scheduled MWBE Committee Meeting following that date; and be it further

**RESOLVED**, that a certified copy of this resolution be forwarded to the Erie County Executive, the Director of the Office of Equal Employment Opportunity, and any consultant or entity contracted to perform the Disparity Study.

SUBJECT

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INTRO. 19-3	DUPRE	Request for Formal Update on Post-Construction Small-Business Enterprises Utilization, Right-Sizing, & Concessions Readiness at the New Highmark Stadium
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Attachments

25INTRO. 19-3

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

**Request for a Formal Update on Post-Construction Small-Business Enterprises Utilization, Right-Sizing, and Concessions Readiness at the New Highmark Stadium**

**WHEREAS**, Erie County, New York State, and the Buffalo Bills, LLC entered into a New Stadium Lease Agreement on May 4, 2023; and

**WHEREAS**, the Community Benefits Agreement (“CBA”) and the Construction Coordinating Agreement (“CCA”) state that a “right-sized” contracting program must be created to maximize the participation of local small businesses at the capacity in which they can deliver in both the construction and operation of the New Highmark Stadium, including maintenance and concessions, by tailoring bid packages to local market capacity (see CBA Section 3(d) and CCA Exhibit B); and

**WHEREAS**, the Erie County Legislature is encouraged by the Buffalo Bills, LLC and Developer’s exceptional work thus far to exceed the overall NYS mandated compliance goals on the hard costs on the construction of the New Highmark Stadium; and

**WHEREAS**, operations-phase targets include at minimum 30 percent participation by Minority-and-Women-Owned-Business-Enterprises (MWBE), 6 percent participation by Service-Disabled-Veteran-Owned-Businesses (SDVOB), and 30 percent of food purchasing through MWBE firms; and

**WHEREAS**, the stadium hospitality operator, Legends Hospitality, has indicated a timeline to place key “main player” roles, including General Manager, Executive Chef, and Controller, by the fourth quarter of 2025, after which local hiring and vendor onboarding will accelerate; and

**WHEREAS**, considering the public investment of \$600 million in New York State public dollars and \$250 million in Erie County public dollars, the Erie County Legislature seeks timely, transparent, and verifiable reporting on both construction and operations compliance, including vendor access, workforce quality, and public-facing outcomes;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that Buffalo Bills, LLC, and Legends Hospitality, LLC transmit to this Honorable Body, within 45 days of adoption or no later than January 20, 2026 , whichever is earlier, a Stadium Operations Participation Plan covering: (1) recruitment methods and local posting commitments; (2) a vendor RFP and pre-bid calendar, with a “right-size” contract plan that identifies scopes suitable for local small firms; (3) training, wage floors, and season-to-season retention strategies for the operations workforce; and be it further

**RESOLVED**, that nothing herein alters or diminishes any rights or obligations under the CBA, Lease, CCA, or related stadium agreements; this resolution seeks transmission of compliance information and public-facing transparency consistent with those agreements; and be it further

**RESOLVED**, that the Clerk send a copy of this resolution to the County Executive, Erie County Stadium Corporation, Buffalo Bills, LLC, and any other party deemed necessary.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-4

ST. JEAN TARD

Request for the New Highmark Stadium Erie  
County Hospitality Center Policy Plans

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Attachments

25INTRO. 19-4

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**A RESOLUTION TO BE SUBMITTED BY LEGISLATOR ST. JEAN TARD****Re: A Request for the New Highmark Stadium Erie County Hospitality Center Policy Plans**

**WHEREAS**, Erie County, New York State, and the Buffalo Bills, LLC entered into a Stadium Lease for the construction of a new stadium on May 4, 2023; and

**WHEREAS**, the Stadium Lease identifies that an “Erie County Hospitality Center” will be implemented in the New Highmark Stadium (see Stadium Lease Article 2 (page 19); and

**WHEREAS**, the County is responsible for creating the policy to govern the use of the “Erie County Hospitality Center” at the New Highmark Stadium (see Stadium Lease Section 2.2(b)); and

**WHEREAS**, the Stadium Lease states that the Erie County Hospitality Center can be used for “charitable or other public functions, as may be determined by the County at its sole discretion.” (see Stadium Lease – Section 2.2(b)); and

**WHEREAS**, Erie County has the sole discretion for how the Erie County Hospitality Center shall be used and a policy governing its use should, specifically on charitable and other public functions use, mirror the goals of the related New Highmark Stadium Community Benefits Agreement by benefitting the community organizations, youth groups, and “targeted groups” listed in the Community Benefits Agreement; and

**WHEREAS**, it is vital to the New Highmark Stadium’s existence, into which Erie County invested \$250 million, that the stadium be accessible to all, and create experiences for residents to feel like this stadium is being built with community inclusivity; and

**WHEREAS**, the New Highmark Stadium is scheduled to open in less than 12 months, we must begin the process to create the policy for the Erie County Hospitality Center so that the community can feel the ownership in this suite that they deserve.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Erie County Legislature requests an update on the Administration’s plans, ideas or draft policy that will govern the New Highmark Stadium Erie County Hospitality Center; and be it further

**RESOLVED**, the Clerk is directed to send a copy of the resolution to the County Executive and any other person deemed necessary.

Erie County Legislature  
Meeting Date: 10/23/2025

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**SUBJECT**

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INTRO. 19-5	MINORITY CAUCUS	Supporting Proposed Amendments to NYS's Humane Alternatives to Long-Term Solitary Confinement (HALT) Act
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**Attachments**

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25INTRO. 19-5

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**A RESOLUTION TO BE SUBMITTED BY  
LEGISLATORS LORIGO, MILLS, TODARO, GREENE**

**RE: SUPPORTING PROPOSED AMENDMENTS TO NEW YORK STATE'S HUMANE  
ALTERNATIVES TO LONG-TERM SOLITARY CONFINEMENT (HALT) ACT**

**WHEREAS**, the safety and security of correctional staff and incarcerated individuals remains a major concern for Erie County; and

**WHEREAS**, the Erie County Legislature previously adopted Intro. 5-4 (2025) Opposing the HALT Act and Supporting Correctional Officer Safety; and

**WHEREAS**, the New York State Department of Corrections and Community Supervision HALT Committee, comprised of state agencies, union representatives, and stakeholders, has proposed ten amendments to the HALT Act following review and discussion; and

**WHEREAS**, correctional officers have faced increasing safety challenges under current law, including incidents of sexual harassment, assaults involving bodily fluids, gang-related extortion, and other serious misconduct with limited disciplinary recourse; and

**WHEREAS**, while the Erie County Legislature continues to support full repeal of the HALT Act, the proposed amendments represent a necessary step toward restoring critical safety tools for correctional officers and facility operations; and

**WHEREAS**, these amendments would partially address ongoing safety concerns by clarifying eligibility for segregated confinement in cases of serious misconduct, allowing temporary protective custody when safety demands it, and providing appropriate consequences for repeat offenders who disrupt operations; and

**WHEREAS**, the proposed changes also expand access to incentive programs for incarcerated individuals who demonstrate good behavior; and

**NOW, THEREFORE, BE IT**

**RESOLVED** that the Erie County Legislature supports the HALT Committee's proposed amendments to New York State's Humane Alternatives to Long-Term Solitary Confinement Act; and be it further

**RESOLVED** that the Erie County Legislature urges the New York State Legislature and Governor Kathy Hochul to promptly consider and enact these reforms to enhance safety and security in correctional facilities; and be it further

**RESOLVED** that copies of this resolution be forwarded to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, and Erie County's state legislative delegation.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-6

DUPRE

Calling on Kaleida Health to Keep Open the  
Family Planning Center

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Attachments

25INTRO. 19-6

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**A RESOLUTION SUBMITTED BY  
LEGISLATOR DUPRE**

**Re: Calling on Kaleida Health to Keep Open the Family Planning Clinic**

**WHEREAS**, the Kaleida Health Family Planning Clinic, operating since 1972 (originally as Deaconess Family Planning Clinic on Riley Street), is slated to close this November.; and

**WHEREAS**, generations of patients have trusted this clinic for comprehensive GYN care, STI/HIV testing and treatment, contraception, colposcopy, and school-based education on reproductive health and consent.; and

**WHEREAS**, the clinic's staff bring over 100 years of combined healthcare experience and have built strong, culturally competent relationships with Buffalo's African American, Bengali, and African immigrant communities; and

**WHEREAS**, no other local option provides the same level of accessibility—walk-in availability, bus-line access, evening hours, and services for uninsured patients, men, and young people seeking confidential care; and

**WHEREAS**, many other clinics continue to refer patients here because of these unique strengths; and

**WHEREAS**, at a time when STIs, including syphilis, are rising and maternal mortality rates remain unacceptably high, closing this clinic would be a step backward in public health; and

**WHEREAS**, it is also not financially logical to close the Family Planning Clinic now because staff salaries are supported by Title X funding through 2026, uninsured patients are supported by the Family Planning Benefit Program, and medication is subsidized by 340B drug pricing.

**NOW, THEREFOR IT BE,**

**RESOLVED**, that the Erie County Legislature calls on Kaleida Health to reevaluate the closing of the Family Planning Clinic; and be it further

**RESOLVED**, that this Legislature calls on the New York State Department of Health to reject the application for closure; and be it further

**RESOLVED**, that copies of this resolution be transmitted to Governor Kathy Hochul, NYS Senator Sean Ryan, NYS Senator April N.M. Baskin, NYS Assembly Member Crystal Peoples-Stokes, NYS Assembly Member Jon Rivera, NYS Department of Health, and the President and CEO of Kaleida Health.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-7

ST. JEAN TARD

Calling for Erie County to Address the Loss of  
Federal SNAP Support

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Attachments

25INTRO. 19-7

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**A RESOLUTION SUBMITTED BY  
LEGISLATOR ST. JEAN TARD**

**Re: Calling for Erie County to Address the Loss of Federal SNAP Support**

**WHEREAS**, in 2022, 147,427 Erie County residents, out of a county population of 950,602, relied on the Supplemental Nutrition Assistance Program (SNAP) to afford food, according to the U.S. Census Bureau; and

**WHEREAS**, the U.S. Department of Agriculture has warned states that it will have insufficient funds to continue SNAP payments if the shutdown persists, marking what could be the first interruption of benefits in decades; and

**WHEREAS**, Governor Kathy Hochul has stated that New York State cannot use state funds as a full backup to replace federal SNAP funding if the federal shutdown continues; and

**WHEREAS**, New York State Office of Temporary and Disability Assistance Commissioner Barbara C. Guinn warned that halting monthly SNAP benefits “would have an immediate and devastating impact”; and

**WHEREAS**, the 2024 Erie County year-end budget amendments established a County Share Grant Federal Aid Cut Reserve of \$2.5 million to help offset sudden shortfalls caused by federal funding cuts; and

**WHEREAS**, while Erie County cannot replace the entire federal SNAP allocation, it can and must take immediate action to prevent Erie County residents from going hungry; and

**WHEREAS**, food insecurity is not a partisan or isolated issue but one that affects every community in Erie County.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Honorable Body recognizes that the Trump Administration’s failure to uphold its SNAP commitment poses a direct threat to the well-being of Erie County residents; and be it further

**RESOLVED**, that this Honorable Body calls on the Erie County Executive and the Department of Social Services to use the Federal Aid Cut Reserve to provide emergency food assistance if federal SNAP funding ceases, and to work with New York State to pool and stretch resources to meet urgent local needs; and be it further

**RESOLVED**, that this Honorable Body commits to developing additional local capacity through budget adjustments or supplemental appropriations to expand food assistance if the crisis deepens; and be it further

**RESOLVED**, that this Honorable Body affirms that when people in our community are hungry, there is no higher priority than feeding them, and Erie County must do everything it can right now, while planning to do even more in the months ahead; and be it further

**RESOLVED**, that certified copies of this resolution be sent to the Erie County Executive, the Erie County Department of Social Services, and the Erie County Division of Budget and Management.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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INTRO. 19-8

VINAL

Adjusting from the Income Limits for an Erie  
County Senior Citizen Property Tax Exemption

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Attachments

25INTRO. 19-8

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

**Re: Adjusting from the Income Limits for an Erie County Senior Citizen Property Tax Exemption**

**WHEREAS**, New York State Real Property Tax Law (RPTL) Section 467 allows local municipalities to offer a senior property tax exemption based on income; and

**WHEREAS**, under state law, if allowed by local option, property that (1) is owned by persons 65 years of age or older, or by certain other persons whose income does not exceed the maximum established by local option, (2) is used exclusively for residential purposes, and (3) has been owned by at least one of its owners for a minimum of 12 consecutive months prior to application for exemption or for a period of time considered to be the equivalent of 12 consecutive months is partially exempt from general municipal taxes; and

**WHEREAS**, on July 7, 1970, the Erie County Legislature approved Item 16, a resolution opting into state legislation creating a property tax exemption for Erie County tax purposes for the Senior Citizen Real Property Tax Exemption; and

**WHEREAS**, periodically since July 1970, the maximum income level exemption has been reviewed and updated by the Erie County Legislature; and

**WHEREAS**, in August 2022, New York State increased the income limits for the senior citizen property tax exemption to provide greater relief for older Americans across the State; and

**WHEREAS**, because the Senior Citizen Real Property Tax Exemption has not been reviewed or revised since February 2022, it is necessary to review and revise the County's exemption threshold based on maximum income eligibility for senior citizens.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature, pursuant to Section 467 of the Real Property Tax Law, as amended, is interested in participating in the local option to increase the maximum income eligibility for senior citizens to receive a real property tax exemption; and be it further

**RESOLVED**, upon public hearing, the maximum allowable income levels for the Senior Citizen Real Property Tax Exemption for the County property tax purposes are hereby revised to the following levels:

Percentage of Exemption (%)	Minimum Income	Maximum Income
50	\$0.00	\$60,000.00
45	\$50,000.01	\$50,999.99
40	\$51,000.00	\$51,999.99
35	\$52,000.00	\$52,999.99
30	\$53,000.00	\$53,899.99
25	\$53,900.00	\$54,799.99
20	\$54,800.00	\$55,699.99
15	\$55,700.00	\$56,599.99
10	\$56,600.00	\$57,499.99
5	\$57,500.00	\$58,399.99

; and be it further

**RESOLVED**, that the Erie County Legislature hereby applies aforesaid exemption schedule to all taxable status dates for the 2027 assessment rolls in Erie County, applying to such tentative assessment rolls prepared on taxable status dates occurring on or after January 1, 2027; and be it further

**RESOLVED**, that a public hearing concerning these partial exemptions from taxation and ad valorem levies was held to consider public input; and be it further

**RESOLVED**, that certified copies of this resolution be forwarded to County Executive Mark Poloncarz, Budget Director Mark Cornell, Director of Real Property Tax Services Scott Bylewski, County Attorney Jeremy Toth, Senior Services Commissioner Angela Marinucci, and to the Assessors of each city and town in Erie County.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 16E-22

From the Finance &  
Management Committee

From the County Executive: Amendments to  
Documents Regarding the Buffalo Bills & New  
Stadium Project

[\\*\\*\\*Amendment to the Amended Item\\*\\*\\*](#)

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Attachments

25COMM. 16E-22 AS AMENDED

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## **MEMORANDUM**

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Environment and Planning  
**Re:** Amendments to the documents related to the construction of a new Stadium and the thirty-year lease to the Buffalo Bills  
**Date:** October 1, 2025

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### **SUMMARY**

On May 4, 2023, this Honorable Body approved a series of documents negotiated between the County Executive, the Buffalo Bills and New York State. These documents included a new thirty-year lease as well as Coordinated Construction Agreement to build a new stadium. As can be expected in a project of this magnitude, the Buffalo Bills have requested several amendments to these documents to reflect updates.

**THIRD AMENDMENT TO THE 2013 STADIUM LEASE & THIRD AMENDMENT TO THE 2013 MASTER LEASE:** The current lease needed to be adjusted to ensure the County has no further financial obligations past July 31, 2026.

**FIRST AMENDMENT TO THE STADIUM LEASE:** The original plan was to demolish the old stadium and then transfer that land separately from the rest of the stadium complex. The lease amendment will allow the old stadium to be transferred before demolition. In addition, the amendment to the lease will allow the Buffalo Bills to take responsibility for salvaging assets, though all net proceeds will still be remitted to the County

**FIRST AMENDMENT TO THE STADIUM DEVELOPMENT AND CONSTRUCTION COORINDATING AGREEMENT:** The amendments to the CCA reflects that the old stadium will be demolished after the transfer to New York State.

**RECIPROCAL EASEMENT AGREEMENT:** One of the primary access points to the new stadium is a current road on land held in trust for Erie County Community College. In exchange for maintenance of the road, and mutual use of the road, the County has agreed to allow an easement.

**REVOCABLE LICENSE AGREEMENT:** In order to properly account for storm water run-off, the Buffalo Bills have requested space on property of Erie County Community College for drainage ponds. In exchange for a \$25,000 annual fee, the County has agreed to allow these drainage ponds for as long as the County owns the property. In addition, the constructed drainage ponds will have excess capacity for use by the County.

## **FISCAL IMPLICATIONS**

The REVOCABLE LICENSE AGREEMENT will generate \$25,000 annually. In addition, the RECIPROCAL EASEMENT AGREEMENT in conjunction with the REVOCABLE LICENSE AGREEMENT will increase the value of the County owned property.

## **REASONS FOR RECOMMENDATION**

The Buffalo Bills have requested these changes to address concerns that were not appreciated in 2023, in particular the timing of the demolition. The County is not harmed or in any way negatively impacted by any of these changes

## **BACKGROUND INFORMATION**

In conjunction with this resolution package, the Legislature will be reviewing a SEQR update. All relevant documents are attached to that resolution.

## **CONSEQUENCES OF NEGATIVE ACTION**

The project would continue as originally conceived. This would likely cause scheduling problems because the County would need to directly hire a salvage company and determine how the assets would be sold. The County would be significantly hampered in that effort because the intellectual property rights that attach to the salvage materials is own by the Buffalo Bills and the NFL and not the County.

## **STEPS FOLLOWING APPROVAL**

The County Executive, along with his New York State and Buffalo Bills counterparts would execute the documents.

A RESOLUTION SUBMITTED BY:  
DEPARTMENT OF LAW

Re: Amendments to the documents related to the construction of a new Stadium and the thirty-year lease to the Buffalo Bills

WHEREAS, the County of Erie, a New York municipal corporation (the “County”) has leased the current stadium complex to the Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation (“ECSC”) pursuant to that certain 2013 Master Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014 and as amended by that certain First Amendment to 2013 Master Lease dated as of April 7, 2017 and by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 (as so amended, the “2013 Master Lease”); and

WHEREAS, ECSC subleases the current stadium complex to Buffalo Bills, LLC, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) (the “Bills”) pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017, by that certain Second Amendment to 2013 Stadium Lease dated as of March 29, 2023 (as so amended, the “2013 Stadium Lease”); and

WHEREAS, ECSC, the County, and the Bills desire to further amend the 2013 Master Lease and the 2013 Stadium Lease (respectively, the “Third Amendment to 2013 Master Lease” and the “Third Amendment to 2013 Stadium Lease”) to amend certain provisions thereof relative to the expiration of the term thereof; and

WHEREAS, the County, ECSC, and the Bills are constructing a new football stadium and related amenities (the “Stadium”); and

WHEREAS, Bills Stadium and Events Company, LLC, a Delaware limited liability company (“StadCo”), an affiliate of the Bills by virtue of the common ownership of StadCo and the Bills by Buffalo Bills Holdings, LLC, a Delaware limited liability company (“HoldCo”), the County and ECSC are parties to that certain Stadium Development and Construction Coordinating Agreement dated as of March 29, 2023 (the “Construction Coordinating Agreement”) with respect to the development, financing and construction of the Stadium; and

WHEREAS, ECSC and StadCo are parties to that certain lease agreement dated as of March 29, 2023 (the “Stadium Lease”) with respect to the leasing and operation of the Stadium on an approximately 242-acre parcel of real property owned by the County; and

WHEREAS, the parties have agreed to amend certain portions of the Construction Coordinating Agreement and the Stadium Lease (respectively, the “First Amendment to Stadium”

Development and Construction Coordinating Agreement” and “First Amendment to Stadium Lease”) to reflect various modifications to the relative rights and responsibilities of each party; and

WHEREAS, the County is the owner in fee simple of an approximately 160 acres of real property [located in the Town of Hamburg, New York known as 4041 Southwestern Blvd., Hamburg, New York], currently used to house the South Campus of Erie Community College (the “ECC Parcel”); and

WHEREAS, the County is the current owner of an approximately 57 acres of real property [located in Town of Orchard Park, New York known as 4196 Abbott Road, Orchard Park, New York] on which the Stadium is currently under construction (the “Stadium Parcel”); and

WHEREAS, upon substantial completion of the Stadium, the County will convey the Stadium, together with the Stadium Parcel, the Stadium, all other improvements thereon and certain other adjacent land, to ECSC; and

WHEREAS, the ECC Parcel and the Stadium Parcel are sometimes referred to collectively herein as the “Parcels,” and sometimes individually as a “Parcel.”

WHEREAS, the County and ECSC have each requested and hereby grants, pursuant a reciprocal easement agreement (the “Reciprocal Easement Agreement”), to the other a nonexclusive, perpetual access easement and right of ingress and egress in, on, over, upon, to and from the paved roads and sidewalks on the portion of the granting party’s Parcel for the purposes of providing vehicular and pedestrian ingress and egress for the Parcels to and from Southwestern Boulevard and Big Tree Road;

WHEREAS, StadCo has requested, and the County has agreed, pursuant to a revocable license agreement (the “Revocable License Agreement”), to grant to StadCo, for a period concurrent with the term of Stadium Lease, the license and privilege of accessing and utilizing the portion of the ECC Parcels for the construction, operation and maintenance of two wet pond stormwater retention basins and one bio retention area for the purpose of stormwater discharge from the Stadium Parcel;

WHEREAS, on July 1, 2022, the Erie County Legislature transmitted to all potentially Interested and Involved Agencies (as those terms are defined pursuant to SEQRA) a notice of the Legislature’s intent to act as Lead Agency for the review of the Stadium Complex (together with a completed Part 1 of the Full Environmental Assessment Form), as that term is defined pursuant to SEQRA; and

WHEREAS, on January 19, 2023, under COMM. 22E-6 (2022) As Amended, the County issued a Negative Declaration and issued a Notice of Determination of Non-Significance; and

WHEREAS, because of the amendments, easements, and licenses referenced herein, the Erie County Legislature has been asked to review such amendments, easements, and licenses and, if appropriate, reaffirm the Negative Declaration and Notice of Determination of Non-Significance; and

WHEREAS, the Third Amendment to 2013 Master Lease Agreement, the Third Amendment to 2013 Stadium Lease Agreement, the First Amendment to Stadium Lease Agreement, the First Amendment to Stadium Development and Construction Coordinating Agreement, the Reciprocal Easement Agreement, and the Revocable License Agreement were filed with the Erie County Legislature, the County's approval of which shall become effective upon the passage of this resolution.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive is authorized to execute all necessary agreements related to the matters as generally described herein and in the various documents presented to the Erie County Legislature herewith, and the Erie County Legislature does hereby approve the following project documents dated October 9, 2025 by and among the Bills, the County, and ECSC including, but not limited to the Third Amendment to 2013 Master Lease Agreement, the Third Amendment to 2013 Stadium Lease Agreement, the First Amendment to Stadium Lease Agreement, the First Amendment to Stadium Development and Construction Coordinating Agreement, the Reciprocal Easement Agreement, and the Revocable License Agreement, all in substantially the same form and with substantially the same content as contained in the documents submitted to the Erie County Legislature, with such minor changes therein as may be approved by the County Executive, his execution thereof to be conclusive evidence of his approval and the approval of this body; and be it further;

RESOLVED, that the County Executive is further authorized to take any and all additional actions necessary to execute all required documents; and be it further;

RESOLVED, that certified copies of this resolution be forwarded to the County Executive, the Deputy County Executive, the County Attorney, the Bills and ECSC.

Amendments to 2013 Stadium Lease Documents

1. Third Amendment to 2013 Master Lease
2. Third Amendment to 2013 Stadium Lease

Amendments to 2023 Stadium Lease Documents

3. First Amendment to Stadium Lease
4. First Amendment to Stadium Development and Construction Coordinating Agreement

Related Easement and License Documents

5. Reciprocal Easement Agreement
6. Revocable License Agreement

**THIRD AMENDMENT TO  
2013 MASTER LEASE**

**THIS THIRD AMENDMENT TO 2013 MASTER LEASE** (this “**Third Amendment**”) is made as of October 9, 2025, by and between by and between **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), and **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ESD**”), which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the 2013 Stadium Lease, as defined below.

**RECITALS:**

**WHEREAS**, the County has leased the Stadium Complex to ECSC pursuant to that certain 2013 Master Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014 and as amended by that certain First Amendment to 2013 Master Lease dated as of April 7, 2017 and by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 (the “**Second Amendment**”) (as so amended, the “**2013 Master Lease**”);

**WHEREAS**, ECSC subleases the Stadium Complex to Buffalo Bills, LLC, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) (the “**Bills**”) pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017, by that certain Second Amendment to 2013 Stadium Lease dated as of March 29, 2023 and by that certain Third Amendment to 2013 Stadium Lease of even date herewith (as so amended, the “**2013 Stadium Lease**”);

**WHEREAS**, the County, ECSC and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“**StadCo**”), an Affiliate of the Bills, have entered that certain Stadium Development and Construction Coordinating Agreement, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Development and Construction Coordinating Agreement dated as of October 9, 2025 (the “**CCA**”) pursuant to which StadCo is constructing a new stadium complex (the “**New Stadium Complex**”) which upon completion will be leased to StadCo pursuant to that certain Stadium Lease, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Lease dated as of October 9, 2025 (the “**New Stadium Lease**”) between StadCo and ECSC; and

**WHEREAS**, the County and ECSC desire to amend the 2013 Master Lease to make corresponding amendments to adjust the term of the 2013 Master Lease.

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ECSC and the Bills agree as follows:

1. **Recitals**. The recitals set forth above are true and correct, form an integral part of this Third Amendment, and are hereby incorporated by reference in all respects.

2. **Stadium Lease Expiration Date**. The definition of the “**Amended Expiration Date**” set forth in Paragraph 2 of the Second Amendment is hereby deleted in its entirety and replaced with “the earlier of (A) the date on which the New Stadium Complex is conveyed by the County to ECSC in accordance with the terms and conditions of the CCA (which shall not be any earlier than July 1, 2026), or (B) the date on which the CCA is terminated pursuant to the express rights and terms therein; provided that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable.”

3. **Partial Termination and Conveyance**. Paragraph 3 of the Second Amendment, Partial Termination, is hereby deleted in its entirety. Upon Substantial Completion (as such term is defined in the CCA) of the New Stadium Facility (as such term is defined in the New Stadium Lease), the County will convey the New Stadium Complex to ECSC pursuant to a deed substantially in the form attached hereto as **Exhibit A**.

4. **Exhibits**. Exhibits A and B to the Second Amendment are hereby deleted.

5. **Master Lease Financial Obligations**. If the Amended Expiration Date has not occurred by July 31, 2026, neither the County nor ECSC shall have any further obligations to pay Rent under the 2013 Master Lease, provide Working Capital Assistance, reimburse Game Day Expenses or Operating Expenses or fund the Capital Improvement Allowance for any periods subsequent to July 31, 2026.

6. **Effect of Third Amendment**. Except as otherwise modified by this Third Amendment, the 2013 Master Lease is hereby ratified and confirmed by the parties in all respects.

7. **Authority**. Each of ECSC and the County represents and warrants that (i) it has full power and authority to enter into this Third Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Third Amendment, and the 2013 Master Lease, as amended by this Third Amendment, constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

8. **Governing Law; Venue**. Each Party hereby consents to the jurisdiction of the courts of the State of New York and/or the United States District Court for the Western District of New York in any action or proceeding arising under or relating to this Third Amendment (with Buffalo, Erie County, New York, as the venue for any action or proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the

other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 1.2 of the 2013 Stadium Lease. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Third Amendment shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Third Amendment kept in a Party's course of business may be admitted into evidence as an original.

9. **Recording.** Upon the execution and acknowledgment hereof, this Third Amendment or a memorandum hereof shall be recorded in the real property records of Erie County, New York.

10. **Counterparts.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Copies of signatures to this Third Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

11. **NFL Approval.** The Parties acknowledge and agree that the terms and conditions of this Third Amendment are subject to final review and approval of the NFL.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the County and ECSC have executed this Third Amendment as of the day and year first above written.

**LESSOR:**

**THE COUNTY OF ERIE,**  
a New York municipal corporation

By: \_\_\_\_\_  
Mark C. Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth  
County Attorney

Approved as to Content

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

**LESSEE**

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_  
Name: Steven Ranalli  
Title: President

**EXHIBIT A**

Record and Return to:

**BARGAIN AND SALE DEED**

**THIS BARGAIN AND SALE DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **THE COUNTY OF ERIE**, a New York municipal corporation having an address of 95 Franklin Street, Buffalo, New York 14202 (the "**Grantor**") and **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation having an address of 633 Third Avenue, New York, New York 10017-6754 (the "**Grantee**").

**WITNESSETH:**

That the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, all right title and interest of the Grantor in and to the following:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Orchard Park, County of Erie, and State of New York, and being further described on the attached **Schedule A** (the "**Premises**"), subject to all easements, covenants and restrictions of record.

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to the Premises.

**TO HAVE AND TO HOLD** the Premises herein granted unto the Grantee, its successors and assigns forever.

**AND THE GRANTOR COVENANTS** that it has not done or suffered anything whereby the said Premises have been encumbered in any way whatever. The Grantor covenants further that, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**GRANTOR HEREBY RESERVES** a permanent, perpetual and non-exclusive easement on, over, through and across the Premises for the purposes of conducting security, monitoring and compliance related activities at the Premises, including, but not limited to, providing security at the Premises and monitoring the compliance of Grantee and its lessees with applicable laws. The easement reserved herein shall run with the Premises and inure to the benefit of Grantor, its successors and assigns. The easement reserved herein shall not render Grantor liable for any repair, maintenance, or upkeep of the Premises, or impose any other liability or obligation upon Grantor, except as may be defined by further, separate agreement between Grantor and Grantee.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed and delivered as of the day and year first above written.

THE COUNTY OF ERIE

By: \_\_\_\_\_  
Name:  
Title:

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 upon behalf of which the individual(s) acted, executed the instrument.

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

## SCHEDULE A

Being all that tract or parcel of land located on the east side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Beginning at a point on the centerline of Abbott Road, said point being Two Hundred Fifty- Five and Fifty-Three hundredths feet (255.53') south of the centerline of Southwestern Boulevard as measured along the centerline of Abbott Road and said point of beginning being on the extension southwesterly of the southerly line of lands conveyed to Penn Mutual Life Insurance Company by Liber 6132 of Deeds at Page 195;

thence northeasterly at an angle with the centerline of Abbott Road measured from the south to the east of  $115^{\circ}47'49''$  and parallel with Southwestern Boulevard a distance of Two Hundred Thirty-Six and Sixty-Five hundredths feet (236.65') to the southeast corner of Liber 6132 of Deeds at Page 195;

thence north along the east line of Liber 6132 of Deeds at Page 195 and its extension north and being parallel with Abbott Road a distance of Two Hundred Fifty-Five and Fifty-Three hundredths feet (255.53') feet to the centerline of Southwestern Boulevard;

thence northeast along the centerline of Southwestern Boulevard at an included angle with the last described line of  $115^{\circ}47'49''$  a distance of Two Hundred Fifty-Four and Twenty-Six hundredths feet (254.26') to a point on the south line of lands conveyed to Charles Druse by Liber 471 of Deeds at Page 317;

thence continuing along the centerline of Southwestern Boulevard a distance of Three Hundred Sixty-One and Thirty-One hundredths feet (361.31');

thence south at right angles to the south line of Charles Druse by Liber 471 of Deeds at Page 317 a distance of One Hundred Ninety-One and Thirty-Five hundredths feet (191.35') to said south line;

thence east at right angles with the last described line and along the said south line a distance of One Thousand Seventy-Eight and Seventy-Seven hundredths feet (1,078.77') to the east line of Lot 40, Township 9, Range 7;

thence south along the east line of Lot 40, Township 9, Range 7 and at an included angle with the last described line of  $90^{\circ}50'18''$  a distance of Two Thousand Seven Hundred Thirty-Five and Twenty-Four hundredths feet (2,735.24') to the southeast corner of Lot 40, Township 9, Range 7;

thence continuing in a straight line a distance of Sixty-Six and Four hundredths feet (66.04') to the northeast corner of Lot 39, Township 9, Range 7;

thence west at an included angle with the last described line of  $88^{\circ}00'47''$  and along the north line of Lot 39, Township 9, Range 7 a distance of ninety-six and ninety-seven hundredths feet (96.97') to the northeast corner of lands conveyed to the Town of Orchard Park by Liber 8087 of Deeds at Page 67;

thence southwest at a deflection to the left of  $77^{\circ}41'52''$  and along an easterly line of lands conveyed by Liber 8087 of Deeds at Page 67, a distance of Five Hundred Twenty and Seven hundredths feet more or

less (520.07' ±) deeded and Five Hundred Nineteen and Sixty-Eight hundredths feet (519.68') measured to an angle point in said easterly line;

thence southwest along said easterly line and at an included angle with the last described line of 173°23'30" a distance of Two Hundred One and Forty-Seven hundredths feet (201.47') to the southeast corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence west at an included angle with the last described line of 110°41'58" a distance of One Hundred Seventy-Six and Twenty hundredths feet (176.20') to the southwest corner of said lands conveyed by Liber 8087 of Deeds at Page 67;

thence north at right angles to the last described line a distance of One Hundred Eighty-One and Seventy-Five hundredths feet (181.75');

thence west at a deflection to the left of 90°0' deeded and 89°46'49" measured a distance of Six Hundred Twenty-Seven and no hundredths feet (627.0') deeded and Six Hundred Twenty-Three and Forty-One hundredths feet (623.41') measured to a point One Thousand One Hundred Eleven and Forty-Four hundredths feet (1,111.44') north of the centerline of Big Tree Road as measured at right angles with this described line;

thence south at right angles with the last described line a distance of Eight Hundred Sixty and Eighty-Four hundredths feet (860.84') to a point Two Hundred Fifty and Sixty hundredths feet (250.60') north of the centerline of Big Tree Road as measured along the extension south of this described line;

thence west at right angles with the last described line a distance of One Hundred Seventy-Seven and Thirty-Nine hundredths feet (177.39');

thence south at right angles with the last described line a distance of Two Hundred Twenty and Sixty-Four hundredths feet (220.64') to the centerline of Big Tree Road;

thence westerly along the centerline of Big Tree Road and at an included angle with the last described line of 80°24'47" a distance of One Hundred Ninety-Two and Fifty-Three hundredths feet (192.53');

thence westerly along the centerline of Big Tree Road and at a deflection to the left of 0°20'00" a distance of Forty-Eight and Twenty-Two hundredths feet (48.22');

thence north at an included angle with the last described line of 99°15'20" a distance of One Thousand Five Hundred Seventy and Eighty hundredths feet (1,570.80') deeded and One Thousand Five Hundred Ninety-Two and Forty-Seven hundredths feet (1,592.47') measured to the north line of Lot 39, Township 9, Range 7;

thence west along the north line of Lot 39 a distance of Five Hundred Fifty-Two and Ninety-Five hundredths feet (552.95') to the centerline of Abbott Road as now laid out;

thence northeast at an included angle with the last described line of 80°08'15" a distance of Six Hundred Ninety-Seven and Eighty-One hundredths feet (697.81') to an angle point in the centerline of Abbott Road as now laid out;

thence northeasterly along the centerline of Abbott Road as now laid out and at a deflection to the left of  $1^{\circ}29'56''$  a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to a point of curve in the centerline of Abbott Road as now laid out;

thence northerly along a curve to the left having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and a central angle of  $15^{\circ}50'16''$  an arc length of Five Hundred Twenty-Three and Four hundredths feet (523.04') to the point of tangency;

thence northwesterly along the center line of Abbott Road and tangent to the last described line a distance of Two Hundred Eighty-Two and Eighty-One hundredths feet (282.81') to the point of beginning.

Excepting from the above described parcel the "burial ground lot" further bounded and described as follows:

Commencing at the intersection of centerlines of Abbott Road and Southwestern Boulevard;

thence southwest along the centerline of Abbott Road and its extension a distance of Eight Hundred One and Fifty hundredths feet (801.50');

thence southeasterly at a deflection to the right of  $16^{\circ}33'49''$  a distance of Two Hundred Ten and Eighty-Eight hundredths feet (210.88') record and Two Hundred Seventeen and Fifty-Five hundredths feet (217.55') measured;

thence east at an angle with the last described line measured from the north to the east of  $79^{\circ}55'55''$  a distance of Eight Hundred Sixty-One and Twenty-Seven hundredths feet (861.27') record and Eight Hundred Sixty-Three and Sixteen hundredths feet (863.16') measured to the point of beginning;

thence continuing east a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence north at an included angle with the last described line of  $88^{\circ}46'27''$  a distance of Eighty-Two and Forty-Four hundredths feet (82.44');

thence west at an included angle with the last described line of  $91^{\circ}13'33''$  a distance of One Hundred Forty and Fifteen hundredths feet (140.15');

thence south at an included angle with the last described line of  $88^{\circ}46'27''$  a distance of Eighty-Two and Forty-Four hundredths feet (82.44') to the point of beginning and containing 0.27 acres, more or less.

Also excepting from the above described parcel the southerly half of Southwestern Boulevard, said having a full right-of-way width of 100' as conveyed to the County of Erie by Liber 2062 of Deeds at Page 496;

Also excepting from the above described parcel that portion of lands lying within the above described parcel along Big Tree Road as conveyed by Edna Oaks to the State of New York by Liber 4287 of Deeds at Page 256 and shown on Map 25-R-1, Parcel 31.

The remaining parcel containing 138.98 acres more or less.

Together with the following described parcel

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence S 5°19'26" E along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence S 10°22'02" W along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence S 11°51'58" W along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Piridy and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;

thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36');

thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13');

thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66');

thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28');

thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point;

thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of the north line of lands conveyed by James F. Piridy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide;

thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The said parcel containing 58.65 acres more or less.

And further reserving to the Grantor/Leasor an easement for the existing 12" water main South of Community College Drive, which may be relocated with the mutual consent of the parties.

And further reserving all rights to the use of the following described parcel currently leased to the Erie Community College Foundation:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Orchard Park, County of Erie and State of New York, being part of Lot 39, Township 9 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the point of intersection of the westerly line of Abbott Road with the northerly line of lands conveyed to the County of Erie, as recorded in the Erie County Clerk's Office in Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-E, along north line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 287.00 feet to the POINT OF BEGINNING, being the northwest corner of said lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following three (3) courses and distances;

- 1) N-78°-35'-14"-W, along the westerly extension of the northerly line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 13.00 feet to a point;
- 2) S-11°-57'-46"-W, parallel with the west line of said lands conveyed by Liber 8070 of Deeds at page 377, a distance of 45.00 feet to a point;
- 3) S-78°-35'-14"-E, parallel with the said north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 84.00 feet to the west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: S-11°-57'-46"-W, along said west line of lands conveyed by Liber 8070 of Deeds at page 377 and the southerly extension thereof, a distance of 120.00 feet to a point;

THENCE: S-78°-35'-14"-E, parallel with the south line of lands conveyed by Liber 8070 of Deeds at page 377, distant 25.00 feet southerly therefrom measured at right angles, a distance of 196.00 feet to the west line of lands acquired by Erie County Department of Public Works as shown on Map SK217-90, Parcel 1;

THENCE: N-11°-57'-46"-E, along the west line of said Parcel 1 lands, a distance of 25.00 feet to the south line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the south line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 147.00 feet, to a west line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-11°-57'-46"-E, along a west line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 140.00 feet to a point on the north line of lands conveyed by Liber 8070 of Deeds at page 377;

THENCE: N-78°-35'-14"-W, along the north line of lands conveyed by Liber 8070 of Deeds at page 377, a distance of 120.00 feet to the POINT OF BEGINNING, containing 15,540 square feet more or less.

Subject to a 70' wide wind turbine fall zone.

Together with the following described parcel:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Orchard Park, County of Erie and State of New York being part of Lots 39 and 40 and more, Township 9, Range 7 of the Holland Land Company's Survey (so called), bounded and described as follows:

COMMENCING at the intersection of the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8314 of Deeds at page 329 and the south line of Southwestern Boulevard as acquired by the People of the State of New York, Map No. 300, Parcel No. 340;

THENCE: S-00°-15'-05"-W, along the west line of said lands conveyed by Liber 8314 of Deeds at page 329 and the west line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7749 of Deeds at page 483, a distance of 659.13 feet to the POINT OF BEGINNING;

THENCE: S-00°-15'-05"-W, continuing along the west line of lands conveyed by Liber 7749 of Deeds at page 483 and its southerly extension through lands formerly Big Tree Road, and lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585 in Lot 39, a distance of 1534.27 feet to a point on the extension west of lands now or formerly conveyed to Frank Nucherno by deed recorded in the Erie County Clerk's Office in Liber 8815 of Deeds at page 624;

THENCE: Through lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7551 of Deeds at page 607, the following two (2) courses and distances;

1) N-78°35'-14"-W, and along the extension west of lands conveyed in Liber 8815 of Deeds at page 624, a distance of 219.84 feet to a point;

2)

3) S-11°-57'-46"-W, and parallel with the centerline of Abbott Road, a distance of 868.06 feet to a point on the south line of Liber 7551 of Deeds at page 607 in the centerline of a ditch;

THENCE: Along the said center of ditch more or less, and the south line of Liber 7551 of Deeds at page 607, the following nine (9) courses and distances;

- 1) N-81°-32'-23"-W, a distance of 20.23 feet to a point;
- 2) N-11°-04'-16"-E, a distance of 1.14 feet to a point;
- 3) N-80°-14'-07"-W, a distance of 50.00 feet to a point;
- 4) N-80°-14'-06"-W, a distance of 100.03 feet to a point;
- 5) N-82°-16'-16"-W, a distance of 50.09 feet to a point;
- 6) S-88°-42'-10"-W, a distance of 71.66 feet to a point;
- 7) S-88°-41'-52"-W, a distance of 81.90 feet to a point;
- 8) S-86°-30'-58"-W, a distance of 132.94 feet to a point;
- 9) S-55°-39'-06"-W, a distance of 44.80 feet to the west line of Lot 39, being the west line of the Town of Orchard Park, and the east line of Lot 47 in the Town of Hamburg;

THENCE: N-01°-54'-27"-E, along the said west line of Lot 39, a distance of 951.93 to a point;

THENCE: N-18°-59'-16"-E, through Lot 39, lands formerly Big Tree Road, and through Lot 40, a distance of 190.43 feet to a point;

THENCE: N-18°-38'-54"-W, through Lot 40, a distance of 159.92 feet to the west line of Lot 40, being the west line of the Town of Orchard Park, and the east line of Lot 48 in the Town of Hamburg;

THENCE: N-01°-50'-30"-E, along the west line of Lot 40, a distance of 960.04 feet to the northwest corner of lands conveyed to J.R. Schenk by deed recorded in the Erie County Clerk's Office in Liber 7036 of Deeds at page 79;

THENCE: N-83°-34'-07"-E, along the north line of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 8521 of Deeds at page 585, a distance of 874.78 feet to the POINT OF BEGINNING containing 40.97 acres be the same more or less.

Subject to a 180' wide radio tower fall zone.

**THIRD AMENDMENT TO  
2013 STADIUM LEASE**

**THIS THIRD AMENDMENT TO 2013 STADIUM LEASE** (this “**Third Amendment**”) is made as of October 9, 2025, by and between **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ESD**”), which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), as sublessor, and **BUFFALO BILLS, LLC**, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “**Bills**”), as sublessee. Capitalized terms used but not defined in this Third Amendment shall have the meanings ascribed thereto in the 2013 Stadium Lease, as defined below.

**RECITALS:**

**WHEREAS**, the County of Erie, a New York municipal corporation (the “**County**”) has leased the Stadium Complex to ECSC pursuant to that certain 2013 Master Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Master Lease dated as of April 7, 2017, by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 and by that certain Third Amendment to 2013 Master Lease of even date herewith (as so amended, the “**2013 Master Lease**”);

**WHEREAS**, ECSC subleases the Stadium Complex to the Bills for the Team to play its home games at the Stadium pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017 and by that certain Second Amendment to 2013 Master Lease dated as of March 29, 2023 (the “**Second Amendment**”) (as so amended, the “**2013 Stadium Lease**”);

**WHEREAS**, the County, ECSC and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“**StadCo**”), an Affiliate of the Bills, have entered that certain Stadium Development and Construction Coordinating Agreement, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Development and Construction Coordinating Agreement dated as of October 9, 2025 (the “**CCA**”) pursuant to which StadCo is constructing a new stadium complex (the “**New Stadium Complex**”) which upon completion will be leased to StadCo pursuant to that certain Stadium Lease, dated as of March 29, 2023 and as amended by that certain First Amendment to Stadium Lease dated as of October 9, 2025 (the “**New Stadium Lease**”) between StadCo and ECSC;

**WHEREAS**, ECSC and the Bills desire to further amend the 2013 Stadium Lease to amend certain provisions thereof relative to the expiration of the term thereof; and

**WHEREAS**, the County wishes to approve this Third Amendment as required by the 2013 Stadium Lease.

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ECSC and the Bills agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, form an integral part of this Third Amendment, and are hereby incorporated by reference in all respects.

2. **2013 Stadium Lease Expiration Date.** The definition of the “**Amended Expiration Date**” set forth in Paragraph 2 of the Second Amendment is hereby deleted in its entirety and replaced with “the earlier of (A) the date on which the New Stadium Complex is conveyed by the County to ECSC in accordance with the terms and conditions of the CCA (which shall not be any earlier than July 1, 2026), or (B) the date on which the CCA is terminated pursuant to the express rights and terms therein; provided that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable.”

3. **Partial Termination.** Paragraph 4 of the Second Amendment, Partial Termination, is hereby deleted in its entirety.

4. **2013 Stadium Lease Financial Obligations.** If the Amended Expiration Date has not occurred by July 31, 2026, the Bills will not have any obligations to pay Annual Rent or Additional Rent or to fund the Capital Improvement Allowance for any periods subsequent to July 31, 2026 and neither the County nor ECSC shall have any further obligations to reimburse Game Day Expenses or Operating Expenses or fund the Capital Improvement Allowance and Working Capital Assistance for any periods subsequent to July 31, 2026.

5. **Effect of Third Amendment.** Except as otherwise modified by this Third Amendment, the 2013 Stadium Lease is hereby ratified and confirmed by the parties in all respects.

6. **Authority.** Each of ECSC and the Bills (and the County by execution of the joinder attached hereto) represents and warrants that (i) it has full power and authority to enter into this Third Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Third Amendment, and the 2013 Stadium Lease, as amended by this Third Amendment, constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

7. **Consent of the County.** The County acknowledges receipt of a copy of this Third Amendment and the County consents hereto.

8. **Governing Law; Venue.** Each Party hereby consents to the jurisdiction of the courts of the State of New York and/or the United States District Court for the Western District of

New York in any action or proceeding arising under or relating to this Third Amendment (with Buffalo, Erie County, New York, as the venue for any action or proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 1.2 of the 2013 Stadium Lease. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Third Amendment shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Third Amendment kept in a Party's course of business may be admitted into evidence as an original.

9. **Recording.** Upon the execution and acknowledgment hereof, this Third Amendment or a memorandum hereof shall be recorded in the real property records of Erie County, New York.

10. **Counterparts.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Copies of signatures to this Third Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

11. **NFL Approval.** The Parties acknowledge and agree that the terms and conditions of this Third Amendment are subject to final review and approval of the NFL.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, ECSC and the Bills have executed this Third Amendment as of the day and year first above written.

**SUBLESSOR:**

**ERIE COUNTY STADIUM CORPORATION**

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

Name: Steven Ranalli

Title: President

**SUBLEESSEE:**

**BUFFALO BILLS, LLC**

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

Name: Terrence M. Pegula

Title: Authorized Signatory

*[Signatures Continue on the Following Page]*

**JOINDER OF THE COUNTY**

The County hereby executes this joinder to the Third Amendment to the 2013 Stadium Lease for the purpose of re-acknowledging to ECSC and StadCo and confirming its obligation to perform and comply with the obligations arising under the 2013 Stadium Lease, as the same may be amended, as set forth in that certain joinder attached to the 2013 Stadium Lease. The County further acknowledges its consent to the terms and conditions of the foregoing Third Amendment.

**THE COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark C. Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth  
County Attorney

Approved as to Content

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

**FIRST AMENDMENT TO STADIUM LEASE**

by and between

**ERIE COUNTY STADIUM CORPORATION,**  
A New York business corporation,

and

**BILLS STADIUM AND EVENTS COMPANY, LLC,**  
A Delaware limited liability company

October 9, 2025

## FIRST AMENDMENT TO STADIUM LEASE AGREEMENT

**THIS FIRST AMENDMENT TO STADIUM LEASE AGREEMENT** (this “**First Amendment**”) is made as of the 9<sup>th</sup> day of October, 2025 (the “**Effective Date**”), by and between **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”). ECSC and StadCo are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS:

WHEREAS, ECSC and StadCo are parties to that certain lease agreement dated as of March 29, 2023 (the “**Stadium Lease**”) with respect to the leasing and operation of a new stadium and related amenities to be constructed on an approximately 242 acre parcel of real property in the town of Orchard Park, New York owned by the County of Erie (the “**County**”), a New York municipal corporation, having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202; and

WHEREAS, the Parties have agreed to amend certain portions of the Stadium Lease to reflect various modifications to the relative rights and responsibilities of each party.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for the other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, ECSC and StadCo agree as follows:

1. Recitals.

a. The 15<sup>th</sup> recital set forth on page 3 of the Stadium Lease is amended to delete the words “and the demolition of the Existing Stadium,” from the fourth line thereof.

b. The 17<sup>th</sup> and 18<sup>th</sup> recitals set forth on page 3 of the Stadium Lease are deleted in their entirety and replaced with the following:

“**WHEREAS**, concurrent with the Substantial Completion of the Project under the CCA, (1) the County will convey to ECSC all of the County’s right, title and interest in and to the entire Existing Stadium Facility and the entire New Stadium Facility (hereinafter collectively referred to as the “**Stadium Complex**”), ECSC will lease the Stadium Complex to StadCo in accordance with the terms and conditions of this Stadium Lease, and (2) StadCo will deliver to ECSC a New York State statutory form of bargain and sale deed, conveying good, marketable and insurable (at standard rates) title to the Additional Land (as hereinafter defined); and”

c. The recitals set forth above hereby are incorporated into and made a part of this First Amendment as if fully set forth herein.

2. Definitions.

a. Section 1.2.73 of the Stadium Lease is hereby deleted in its entirety and replaced with the following:

“**Land:** The Existing Stadium Land, the New Stadium Land and the Additional Land.”

b. Section 1.2.122 of the Stadium Lease is hereby deleted in its entirety and replaced with the following:

“1.2.122 **StadCo’s Address:**

Pete Guelli, Executive Vice President and Chief Operating Officer  
Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, NY 14127  
Telephone: (716) 648-1800

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

General Counsel  
Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, NY 14127  
Telephone: (716) 648-1800”

c. Section 1.2 of the Stadium Lease is hereby amended to add a new Section 1.2.148 as follows:

“1.2.148 **Additional Land:** The portion of the Land described in Exhibit A-3 attached hereto.”

3. Exhibits.

a. A new exhibit entitled Description of the Additional Land is hereby added to the Stadium Lease as Exhibit A-3 in the form attached hereto.

b. A new exhibit entitled Demolition Schedule, is hereby added to the Stadium Lease as Exhibit K in the form attached hereto.

c. Exhibit I, Project Program Statement, is hereby amended to delete the phrase “, including demolition of the Current Stadium,” from the third paragraph of the Executive Summary, to delete the penultimate sentence of the fourth paragraph of the Executive Summary and to add the following new paragraph at the end of the General Concessions section on page 9 thereof: “The stadium plaza areas adjacent to the New Stadium may include, at the option of the Team, two (2) “Exterior Market” structures, approximately 2,000 square feet each, for fans to purchase pre-packaged food and beverages.”

4. Article 12 of the Stadium Lease is hereby amended to add a new Section 12.3 as follows:

“12.3 Demolition of the Existing Stadium.

a. Promptly following the Commencement Date, StadCo will cause the Existing Stadium Facility (other than the administration and commissary buildings located on the Existing Stadium Land) to be demolished in accordance with the Demolition Schedule attached hereto as Exhibit K and will cause the Existing Stadium Land to be restored not later than the Final Completion Date with clean fill to a condition and grade reasonably acceptable to ECSC and the County. Such demolition and restoration shall be performed in accordance with the Plans and Specifications (as may be hereinafter modified by StadCo and approved by the County and ECSC) and a project labor agreement containing terms and conditions substantially similar to the project labor agreement attached to the CCA as Exhibit K. StadCo will further cause its demolition and restoration contractors to use good faith efforts to help StadCo achieve the overall Project utilization goals set forth in the affirmative action plan attached to the CCA as Exhibit B. On a monthly basis, StadCo shall report to ECSC and the County on the demolition expenses incurred by StadCo and continue to report to ECSC and the County on the progress of implementation of such affirmative action plan in accordance with the reporting obligations of StadCo to ECSC and the County specified in such plan.

b. Certain property from the Existing Stadium [including, but not limited to, seating, turf and signage not constituting the property of Buffalo Bills, LLC or any of its affiliates (“Designated Property”)] shall be disposed of by StadCo in a method reasonably acceptable to the County and ECSC. For these purposes, StadCo will engage a third party to sell the Designated Property, with any net proceeds from the sale of the Designated Property (after payment of all reasonable expenses, commissions and out of pocket costs incurred by the third party related to such disposition) to be paid to the County.

c. StadCo, the County and ECSC acknowledge that in order to achieve Final Completion of the Project by the Final Completion Date, work associated with the removal and disposal of assets, decommissioning and select demolition in preparation for mass demolition shall begin immediately following the Team’s last regular season or playoff home game for the 2025-2026 NFL Season.

d. Notwithstanding Section 5.5 of the Stadium Lease, the Parties consent to the County retaining jurisdiction and full permitting authority for the Stadium Complex, including but not limited to the demolition of the Existing Stadium, pursuant to NY Executive Law 381, and 19 NYCRR 1201, and shall continue to be the governmental authority performing review of all applications for all necessary building permits, and is authorized to perform all necessary inspections, until such time as a final certificate of occupancy is issued in accordance with the applicable laws, codes, and regulations. In its capacity as the permitting Governmental Authority for the demolition of the Existing Stadium, and, in such capacity, shall, subject to and in accordance with Applicable Law, promptly review all applications for necessary building permits and other construction approvals upon application by the Architect or any contractor on behalf of StadCo with respect such demolition, and conduct periodic inspections to close out such permits and approvals, including issuance of a certificate of occupancy, in accordance with Applicable Law.

5. Conflicts. In the event of any conflict or inconsistency between the terms of this First Amendment and the Stadium Lease, the terms of this First Amendment shall govern and control.

6. Effect of Amendment; Waiver. Except as otherwise provided for in this First Amendment, the Stadium Lease shall remain in full force and effect in accordance with the original terms of the Agreement. This First Amendment amends, modifies, and supersedes to the extent of any inconsistencies, the provisions of the Agreement, including the terms of all schedules and exhibits thereto. All modifications or waivers must be in writing and signed by the Parties hereto. Failure to enforce any provision in the Stadium Lease in a particular instance will not constitute a waiver of or preclude subsequent enforcement of these provisions.

7. Headings. The headings contained herein are inserted for convenience only and shall not affect the construction hereof.

8. Severability. In the event that any provision of this First Amendment shall be held invalid, illegal, or unenforceable under applicable law, the remainder of this First Amendment shall remain valid and enforceable, unless such invalidity, illegality or unenforceability substantially diminishes the rights and obligations, taken as a whole, of any Party.

9. Counterparts. This First Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together constitute one and the same agreement.

10. NFL Approval. The Parties acknowledge and agree that the terms and conditions of this First Amendment are subject to final review and approval of the NFL.

*[Signature Page to First Amendment follows]*

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the day and year set forth above.

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_  
Name: Steven Ranalli  
Title: President

**BILLS STADIUM AND EVENTS COMPANY, LLC**

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

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

On the day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

**JOINDER OF THE COUNTY**

The County hereby executes this joinder to the First Amendment to the Stadium Lease for the purpose of re-acknowledging to ECSC and StadCo and confirming its obligation to perform and comply with the obligations arising under the Stadium Lease, as the same may be amended, as set forth in that certain Joinder attached to the Stadium Lease. The County further acknowledges its consent to the terms and conditions of the foregoing First Amendment.

**THE COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark C. Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth  
County Attorney

Approved as to Content

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

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

On the day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

## JOINDER OF THE BILLS

Buffalo Bills, LLC (the "**Bills**") hereby executes this joinder to the First Amendment to the Stadium Lease for the purpose of re-acknowledging to ECSC, StadCo and Erie County, and confirming its obligation to perform and comply with the obligations arising under the Stadium Lease, as the same may be amended, as set forth in that certain Joinder attached to the Stadium Lease executed by the Bills. The Bills further acknowledges their consent to the terms and conditions of the foregoing First Amendment.

### THE BILLS

Buffalo Bills, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Terrence M. Pegula, Authorized Signatory

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

On the day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 upon behalf of which the individual(s) acted, executed the instrument.

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

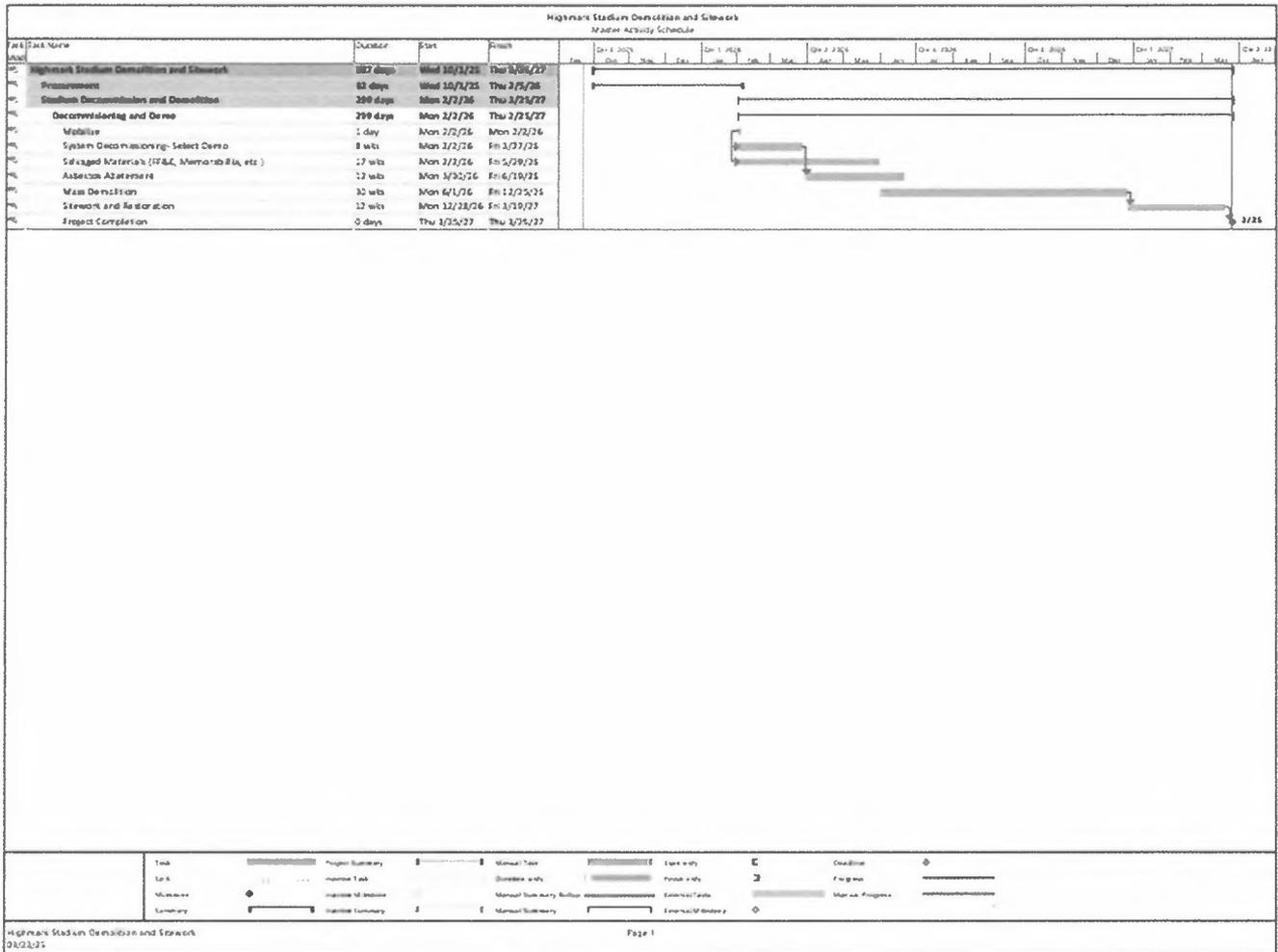
### EXHIBIT A-3

#### DESCRIPTION OF ADDITIONAL LAND

All that tract or Parcel of Land, situated in the Town of Orchard Park, County of Erie and State of New York, being part of Lot 39, Township 9. Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Big Tree Road which is distant six hundred eighty six and ninety-five hundredths (686.95) feet westerly of the intersection of the center line of Big Tree Road with the easterly line of Lot 39 as measured along the center line of Big Tree Road, said point being also the southwesterly corner of land deeded to Bernard Cerajewski and Frances his wife by deed recorded in Erie County Clerk's Office in Liber 4895 of Deeds at page 289; running thence northerly along the westerly line of premises so deeded to said Bernard Cerajewski and Frances his wife eleven hundred and seventy and fifty-six hundredths (1170.56) feet to a point in the northerly line of premises conveyed to Mary Debotte by deed recorded in Erie County Clerk's Office in Liber 1648 of Deeds at Page 24; running thence westerly along the northerly line of premises so conveyed to Mary Debotte about four hundred and twenty (420) feet to the northwesterly corner of said land so deeded to said Mary Debotte; running thence southerly along the westerly line of lands so conveyed to said Mary Debotte about eleven hundred eleven and forty-four hundredths (1111.44) feet to the center line of Big Tree Road; running thence easterly along the center line of Big Tree Road to the point or place of beginning, excepting from the above described premises so much thereof as was appropriated by the State of New York for the Athol Springs - Orchard Park Pt 2 S.H. 1586, more fully described in an easement recorded in the Erie County Clerk's Office in Liber 4272 of Deeds, Page 401, on February 5, 1948.

**EXHIBIT K**  
**DEMOLITION SCHEDULE**



**FIRST AMENDMENT TO STADIUM DEVELOPMENT  
AND  
CONSTRUCTION COORDINATING AGREEMENT**

by and among

**THE COUNTY OF ERIE,**  
A New York municipal corporation,

**ERIE COUNTY STADIUM CORPORATION,**  
A New York business corporation,

and

**BILLS STADIUM AND EVENTS COMPANY, LLC,**  
A Delaware limited liability company

October 9, 2025

**FIRST AMENDMENT TO STADIUM DEVELOPMENT AND CONSTRUCTION  
COORDINATING AGREEMENT**

**THIS FIRST AMENDMENT TO STADIUM DEVELOPMENT AND CONSTRUCTION COORDINATING AGREEMENT (this “First Amendment”)** is made as of the 9<sup>th</sup> day of October, 2025 (the “Effective Date”), by and among **THE COUNTY OF ERIE**, a New York municipal corporation, having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “County”), **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“ECSC”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“StadCo”). The County, ECSC and StadCo are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

**RECITALS:**

WHEREAS, the County, ECSC and StadCo are parties to that certain Stadium Development and Construction Coordinating Agreement dated as of March 29, 2023 (the “Construction Coordinating Agreement”) with respect to the development, financing and construction of a new stadium and related amenities to be constructed on an approximately 242 acre parcel of real property in the town of Orchard Park, New York; and

WHEREAS, the Parties have agreed to amend certain portions of the Construction Coordinating Agreement to reflect various modifications to the relative rights and responsibilities of each party.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for the other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the County, ECSC and StadCo agree as follows:

1. Recitals. The Recitals set forth above hereby are incorporated into and made a part of this Agreement as if fully set forth herein.

2. Definitions.

a. Section 1.2(gg) of the Construction Coordinating Agreement is hereby deleted in its entirety.

b. Section 1.2(ll) of the Construction Coordinating Agreement is hereby deleted in its entirety and replaced with the following:

“Final Completion: The (i) delivery by StadCo to ECSC and the County of a written certification from the Architect establishing that the Project is completed and that all

Punch List Items and Corrective Work have been fully and completely performed in accordance with the Plans and Specifications, together with final waivers of lien and general releases from all Construction Providers, and (ii) receipt of a final Certificate of Occupancy for the New Stadium Complex.”

c. Section 1(tt) of the Construction Coordinating Agreement is hereby amended to insert the words “, the Additional Land” between the words “the Current Stadium Land” and “and the New Stadium Land.”

d. Section 1(iii) of the Construction Coordinating Agreement is hereby deleted in its entirety and replaced with the following:

“Project: The design, development and construction of the New Stadium Complex as outlined in Exhibit I hereto and in accordance with the Project Program Statement, as may be modified in accordance with this Agreement.”

e. Section 1(iiii) of the Construction Coordinating Agreement is hereby deleted in its entirety and replaced with the following:

“Substantial Completion: The delivery by StadCo to the County and ECSC of (i) a Substantial Completion Certificate which certifies that except for Punch List Items, the Project been completed in accordance with the Plans and Specifications and describes in reasonable detail such Punch List Items, (ii) a temporary Certificate of Occupancy for the Project, and (iii) conditional waivers of lien and general releases from all Construction Providers.”

f. Article 1 of the Construction Coordinating Agreement is hereby amended to add a new Section 1(mmmm) as follows:

“(mmmm) Additional Land: The portion of the Land described in Exhibit A-2 attached hereto .”

g. Except as modified hereby, all initially capitalized terms in this First Amendment which are not defined herein shall have the same meaning set forth in the Construction Coordinating Agreement.

3. Access and Land Conveyances. Article 7 of the Construction Coordinating Agreement is hereby amended to delete Sections 7.2 and 7.3 therefrom and to substitute the following paragraph as a new Section 7.2:

“7.2 Conveyance of Stadium Land, New Stadium Complex and Existing Stadium Complex. Upon Substantial Completion of the New Stadium Complex, (1) the County will deliver to ECSC a New York State statutory form of bargain and sale deed, conveying good, marketable and insurable (at standard rates) title to the Land together with the New Stadium Complex, the Existing Stadium Complex and all other improvements thereon, subject to a reserved easement on, over, across and through the Stadium Land, as applicable, for purposes of the County to (i) provide security at the New Stadium Complex and (ii) monitor compliance by ECSC and StadCo with

Applicable Laws and such further matters as the Parties deem appropriate, (2) the County will deliver to ECSC such assignments and other documentation as ECSC may reasonably require in order to confirm its ownership of any alterations, changes, improvements and fixtures of the New Stadium Complex the Existing Stadium Complex and all other improvements thereon subject, however, to the respective rights of StadCo in and to any such alterations, changes, improvements and fixtures pursuant to the terms of the New Stadium Lease, and (3) StadCo will deliver to ECSC, a New York State statutory form of bargain and sale deed, conveying good, marketable and insurable (at standard rates) title to the Additional Land (as hereinafter defined). Notwithstanding the conveyance of the New Stadium Complex contemplated by this Section 7.2, the Parties acknowledge and agree that the County shall continue to serve as the permitting Governmental Authority for the Project through Final Completion in accordance with Section 2.2(b).”

4. Exhibits.

a. A new exhibit entitled Additional Stadium Land is hereby added to the Construction Coordinating Agreement as **Exhibit A-2** in the form attached hereto.

b. **Exhibit C**, Budget, is hereby amended to remove line 5 thereof. Given that, as of the date of the First Amendment, Project Costs have already exceeded the Budget, the Parties acknowledge that the cost of the demolition of the Current Stadium Complex shall be borne entirely by StadCo.

c. **Exhibit J**, Master Project Schedule, is hereby deleted in its entirety and replaced with **Exhibit J** attached hereto.

d. **Exhibit L**, Project Program Statement, is hereby amended to delete the phrase “, including demolition of the Current Stadium,” from the third paragraph of the Executive Summary, to delete the penultimate sentence of the fourth paragraph of the Executive Summary and to add the following new paragraph at the end of the General Concessions section on page 9 thereof: “The stadium plaza areas adjacent to the New Stadium may include, at the option of the Team, two (2) “Exterior Market” structures, approximately 2,000 square feet each, for fans to purchase pre-packaged food and beverages.”

5. Conflicts. In the event of any conflict or inconsistency between the terms of this First Amendment and the Construction Coordinating Agreement, the terms of this First Amendment shall govern and control.

6. Effect of Amendment; Waiver. Except as otherwise provided for in this First Amendment, the Construction Coordinating Agreement shall remain in full force and effect in accordance with the original terms of the Agreement. This First Amendment amends, modifies, and supersedes to the extent of any inconsistencies, the provisions of the Agreement, including the terms of all schedules and exhibits thereto. All modifications or waivers must be in writing and signed by the Parties hereto. Failure to enforce any provision in the Construction Coordinating Agreement in a particular instance will not constitute a waiver of or preclude subsequent enforcement of these provisions.

7. Headings. The headings contained herein are inserted for convenience only and shall not affect the construction hereof.

8. Governing Law. This First Amendment and any dispute or controversy arising out of or relating to this First Amendment or the activities contemplated hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof. All legal proceedings arising out of or relating to this First Amendment or the activities contemplated hereunder shall be heard and determined exclusively in any state or federal court located in the Western District of New York or 8th Judicial District of the New York Supreme Court. Each Party hereby irrevocably waives (i) any claim that it is not subject to the personal jurisdiction of the above-named courts, (ii) any claim of immunity from the jurisdiction of any of the above-named courts or from any legal process, (iii) any claim that a legal proceeding brought as described above is brought in an inconvenient forum or improper venue, or (iv) any claim that this First Amendment or claims relating to the activities contemplated hereunder may not be enforced in or by any of the above-named courts. Each Party agrees that a final judgment in any legal proceeding brought consistent with the foregoing shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9. Severability. In the event that any provision of this First Amendment shall be held invalid, illegal, or unenforceable under applicable law, the remainder of this First Amendment shall remain valid and enforceable, unless such invalidity, illegality or unenforceability substantially diminishes the rights and obligations, taken as a whole, of any Party.

10. Counterparts. This First Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together constitute one and the same agreement.

11. NFL Approval. The Parties acknowledge and agree that the terms and conditions of this First Amendment are subject to final review and approval of the NFL.

*[Signature Page to First Amendment follows]*

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the day and year set forth above.

**COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth, County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_  
Name: Steven Ranalli  
Title: President

**BILLS STADIUM AND EVENTS COMPANY, LLC**

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

*[Signature Page to First Amendment]*

## EXHIBIT A-2

### ADDITIONAL STADIUM LAND

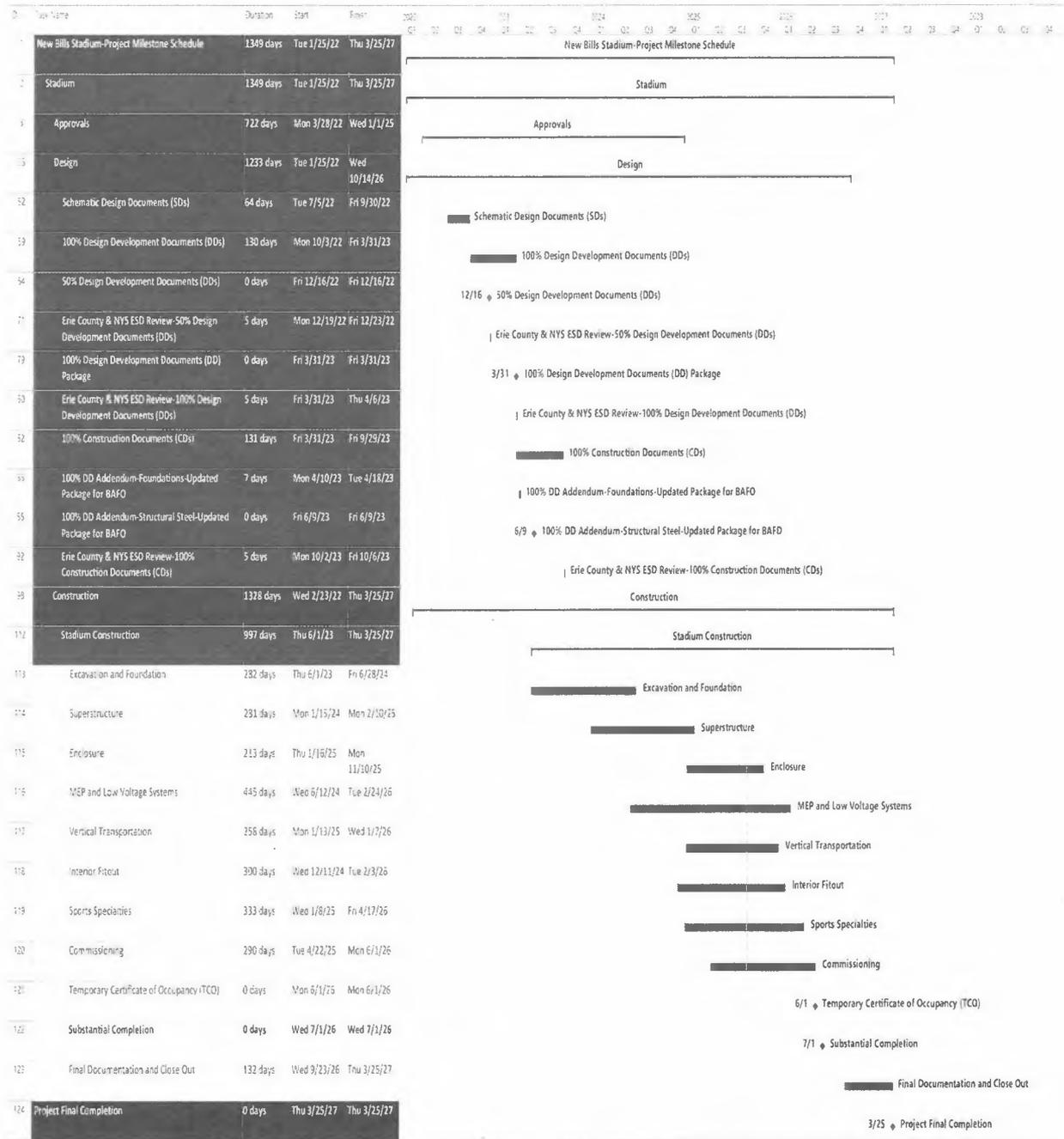
All that tract or Parcel of Land, situated in the Town of Orchard Park, County of Erie and State of New York, being part of Lot 39, Township 9. Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Big Tree Road which is distant six hundred eighty six and ninety-five hundredths (686.95) feet westerly of the intersection of the center line of Big Tree Road with the easterly line of Lot 39 as measured along the center line of Big Tree Road, said point being also the southwesterly corner of land deeded to Bernard Cerajewski and Frances his wife by deed recorded in Erie County Clerk's Office in Liber 4895 of Deeds at page 289; running thence northerly along the westerly line of premises so deeded to said Bernard Cerajewski and Frances his wife eleven hundred and seventy and fifty-six hundredths (1170.56) feet to a point in the northerly line of premises conveyed to Mary Debotte by deed recorded in Erie County Clerk's Office in Liber 1648 of Deeds at Page 24; running thence westerly along the northerly line of premises so conveyed to Mary Debotte about four hundred and twenty (420) feet to the northwesterly corner of said land so deeded to said Mary Debotte; running thence southerly along the westerly line of lands so conveyed to said Mary Debotte about eleven hundred eleven and forty-four hundredths (1111.44) feet to the center line of Big Tree Road; running thence easterly along the center line of Big Tree Road to the point or place of beginning, excepting from the above described premises so much thereof as was appropriated by the State of New York for the Athol Springs - Orchard Park Pt 2 S.H. 1586, more fully described in an easement recorded in the Erie County Clerk's Office in Liber 4272 of Deeds, Page 401, on February 5, 1948.

# EXHIBIT J

## MASTER PROJECT SCHEDULE

NEW BILLS STADIUM-PROJECT MILESTONE SCHEDULE



## RECIPROCAL EASEMENT AGREEMENT

**THIS RECIPROCAL EASEMENT AGREEMENT** (together with all renewals, replacements, modifications and amendments thereof, this “**Agreement**”) is made as of the 9<sup>th</sup> day of October, 2025 (the “**Effective Date**”), by and among **THE COUNTY OF ERIE**, a New York municipal corporation, having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”). The County, ECSC and StadCo are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

**WHEREAS**, the County is the owner in fee simple of an approximately 103 acres of real property located in the Town of Hamburg, New York known as 4041 Southwestern Blvd., Hamburg, New York, as shown on as more particularly described in Exhibit A attached hereto and made a part of this Agreement by reference (the “**ECC Parcel**”), currently used to house the South Campus of Erie Community College; and

**WHEREAS**, the County is the current owner of an approximately 57 acres of real property located in Town of Orchard Park, New York known as 4196 Abbott Road, Orchard Park, New York, as more particularly described in Exhibit B attached hereto and made a part of this Agreement by reference (the “**Stadium Parcel**”) on which a stadium is currently under construction to serve as the home stadium for the Buffalo Bills NFL football franchise (the “**Stadium**”); and

**WHEREAS**, upon substantial completion of the Stadium, the County will convey the Stadium, together with the Stadium Parcel, the Stadium, all other improvements thereon and certain other adjacent land, to ECSC; and

**WHEREAS**, at such time, pursuant to a certain Stadium Lease Agreement, dated as of March 23, 2023, between ECSC, as landlord, and StadCo, as tenant (together with all renewals, replacements, modifications and amendments thereof, the “**Stadium Lease**”), the Stadium and the land conveyed by the County to ECSC will be leased to StadCo for a term of 30 years; and

**WHEREAS**, ECSC has requested, and the County has agreed, to grant a nonexclusive, perpetual access easement over and across that portion of the ECC Parcel that is located within the “**Reciprocal Access Easement Area**” (herein so called) shown and described on Exhibit C attached hereto and made a part of this Agreement by reference, subject in all events to the terms, provisions, and conditions of this Agreement; and

**WHEREAS**, the County has requested, and ECSC has agreed, to grant a nonexclusive, perpetual access easement over and across that portion of the Stadium Parcel that is located within the Reciprocal Access Easement Area shown and described on Exhibit C attached hereto and made a part of this Agreement by reference, subject in all events to the terms, provisions, and conditions of this Agreement;

and

**WHEREAS**, the ECC Parcel and the Stadium Parcel are sometimes referred to collectively herein as the “**Parcels**,” and sometimes individually as a “**Parcel**.”

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to their respective easements, covenants, rights, duties, obligations, restrictions and responsibilities contained herein, and each of the Parties hereby declares that its respective property (i.e., the ECC Parcel or the Stadium Parcel) is to be held and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions hereinafter set forth:

1. Incorporation of Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Reciprocal Access Easement

Each of the Parties hereby grants to the other a nonexclusive, perpetual access easement and right of ingress and egress in, on, over, upon, to and from the paved roads and sidewalks on the portion of the granting Party’s Parcel within the Reciprocal Access Easement Area (the “**Reciprocal Access Easement**”), for the purposes of providing vehicular and pedestrian ingress and egress for the Parcels to and from Southwestern Boulevard and Big Tree Road, all as shown on Exhibit C attached hereto. The Reciprocal Access Easement shall be effective on the Effective Date.

3. Use of Reciprocal Access Easement

The Reciprocal Access Easement shall be used by each of the Parties solely for providing vehicular and pedestrian ingress and egress for its Parcel to and from each other and Southwestern Boulevard and Big Tree Road and for no other purpose. Each of the Parties shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Access Easement and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose. No act shall be performed by either Party which would in any manner materially and adversely affect or obstruct the free and continuous use and enjoyment of the Reciprocal Access Easement by the other Party or such Party’s licensees, agents, invitees, or employees. Each of the Parties agrees that it shall not erect any structures, permanent or otherwise, including gates or fences within the Reciprocal Access Easement Area without the prior written consent of the other Party, which consent shall be within such Party’s sole discretion. Each of the Parties shall have the right to use that portion of the Reciprocal Access Easement Area located on its own Parcel for any purpose which is not in conflict with the Reciprocal Access Easement.

4. Relocation

Either Party may at any time, at such Party’s sole cost and expense, construct new improvements or make alterations (including, without limitation, reconstruction and additions) to the existing

improvements located within such Party's Parcel, and in connection therewith, may relocate any easement and easement area within such Parcel (an "**Easement Area**") granted to the other Party pursuant to this Agreement; provided, however, that such improvements, alterations or relocation of an easement shall not, without the other Party's express prior written consent: (i) materially diminish the benefits afforded to such other Party by such easement; (ii) unreasonably interrupt such other Party's use of such easement; (iii) materially increase the burdens or costs imposed upon the other Party or reduce the utility of the other Party's Parcel; or (iv) cause noncompliance of the other Party's Parcel (or any improvements thereon) or such other Party with any applicable laws or knowingly violate the requirements of any lease, franchise or licensing agreement pertaining to the use of the other Party's Parcel entered into in reliance on such easement.

#### 5. Indemnity

Each of the Parties shall indemnify and defend the other against and save it harmless from, any and all claims, actions, damages, liability and expense (including, but not limited to, reasonable attorneys' fees) in connection with personal injury, loss of life, or property or other damage arising from or out of the indemnifying party's breach of this Agreement or use of the Reciprocal Access Easement, except to the extent of the negligence or willful misconduct of such indemnified Party, its licensees, agents, invitees or employees.

#### 6. Maintenance and Repair of Reciprocal Access Areas

Subject to Section 5 of this Agreement, for so long as the Stadium lease shall remain in effect, StadCo, at StadCo's sole cost and expense, shall be responsible, consistent with customary and reasonable practices of prudent commercial property owners and managers with respect to similarly situated properties utilized for similar purposes in the Buffalo, New York metropolitan area, for the maintenance, repair, replacement and operation (including, without limitation, snow and ice removal and prevention as to any roadways or sidewalks) of any portion of the Reciprocal Access Easement Area. In connection with the performance of ECSC's obligations set forth in this Section 6, ECSC shall use reasonable efforts: (a) to minimize interference with any operations on ECC Parcel; (b) to not adversely materially obstruct or impede vehicular or pedestrian access to and from the ECC Parcel via Southwestern Boulevard and Big Tree Road; and (c) to not cause noncompliance of the ECC Parcel (or any improvements thereon) or the County with any applicable laws. Prior to performing any maintenance activity on ECC Parcel, StadCo shall provide reasonable advance written notice (except in the case of bona fide emergency) to the County stating the scope of the work to be performed, the date on which the work will commence and the date the work is expected to be completed.

Subject to Section 5 of this Agreement, upon the expiration or earlier termination of the Stadium Lease, each of the Parties shall be responsible, consistent with customary and reasonable practices of prudent commercial property owners and managers with respect to similarly situated properties utilized for similar purposes in the Buffalo, New York metropolitan area, for the maintenance, repair, replacement and operation (including, without limitation, snow and ice removal and prevention as to any roadways, sidewalks, drive aisles or parking areas) of any portion of the Reciprocal Access Easement Area or the Reciprocal Parking Easement Area on its Parcel (the "**Reciprocal Easement Maintenance and Repair Obligations**"). In connection with the

performance of a Party's Reciprocal Easement Maintenance and Repair Obligations set forth in this Section 6, each Party shall use reasonable efforts: (a) to minimize interference with the operations of the business located on the other Parcel; (b) to not materially and adversely obstruct or impede vehicular or pedestrian access to and from the ECC Parcel via Southwestern Boulevard and Big Tree Road; and (c) to not cause noncompliance of the other Party's Parcel (or any improvements thereon) or such other Party with any applicable laws. Any Party performing any maintenance activity on its Parcel which could affect the other Parcel (including, without limitation, any restriction or interruption of vehicular or pedestrian access or parking or other interference with the business operations of the other Party) shall provide reasonable advance written notice (except in the case of bona fide emergency) to the other Party stating the scope of the work to be performed, the date on which the work will commence and the date the work is expected to be completed.

7. Covenant Running with the Land

The Reciprocal Access Easement shall be deemed to be a covenant running with the land, and the rights and obligations stated herein with respect to such Reciprocal Access Easement shall be binding on the Parties and their respective heirs, successors, and assigns. The Parties shall cause this Agreement to be recorded in the Land Records of Erie County, within a reasonable period time following the full execution of this Agreement. The Reciprocal Access Easement, in addition to benefiting the benefited Parcel, shall be for the use and benefit of the then-owner of the benefited Parcel, and such owner's ground lessees, lessees, tenants, licensees, employees, invitees, agents, contractors, independent contractors, customers and guests.

8. Limitation of Liability

Notwithstanding anything herein to the contrary, neither Party shall have any liability hereunder for any expense or obligation whatsoever, unless such liability accrues while the relevant Party is the owner of record of the relevant Parcel. Any action brought by either Party to enforce the terms of this Agreement shall only be brought against the entity that owned the other Parcel the time the cause of action accrued, except that if the liability is of a continuing nature, then any Party who was a Parcel owner during such continuing period may be liable for such damage that occurred during its tenure as a Parcel owner.

9. Acceptance

Each Party, on behalf of itself and its successors and assigns, does accept the grant of the Reciprocal Access Easement benefiting its respective Parcel made by this Agreement upon the terms and conditions herein set forth.

10. Miscellaneous

- a. All headings, captions and titles contained in this Agreement are intended for convenience of reference only and are not to be deemed or interpreted as a summary of the provisions to which they pertain or as a construction thereof.

- b. If any provision of this Agreement shall be deemed to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement. This Agreement represents the final agreement between the Parties as to the subject matter described herein and may only be amended by a written instrument signed and notarized by both Parties and recorded in the Land Records of Erie County, New York.
- c. This Agreement may be executed in counterparts, and when executed by both Parties shall constitute one and the same instrument.
- d. Each Party covenants for itself that it has the full right and authority to enter into this Agreement according to the terms hereof.
- e. The Effective Date of this Agreement shall be the earlier of (i) full and final execution of this Agreement by all Parties; (ii) the signed written consent and joinder to this Agreement by all existing secured lienholders of the Parties; and (iii) the substantial completion of the Stadium. If the term of the Stadium Lease fails to commence by June 1, 2028, this Agreement will be deemed null and void and of no effect.
- f. Each Party agrees to secure and keep in force from and after the date hereof, at its own cost and expense insurance with such coverage and in such amounts as it deems commercially appropriate. Notwithstanding anything herein to the contrary, each Party agrees to secure and keep in force from and after the date hereof, at its own cost and expense Commercial General Liability Insurance on a per occurrence basis with a limit of liability in an amount of at least Two Million Dollars (\$2,000,000). The other Party and its secured lenders and other designees shall be an additional insured on such policy as it applies to the insuring Party's Parcel. Certificates evidencing such insurance shall be provided promptly following a Party's written request.
- g. The parties will do any and all further acts necessary or reasonably required to effectuate the transactions contemplated herein, including executing, acknowledging, delivering, filing and recording any and all documents and instruments as the other party may reasonably request to fully perfect the rights of such party under this Agreement, including a confirmatory version of this Agreement once the easement areas granted hereunder are platted. The Parties will cooperate with each other in preparing reports, instruments, and documents which, in the opinion of any Party, are reasonably required by any statute, rule or regulation or order of any governmental or administrative body in connection with the transactions contemplated herein.
- h. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws provisions.
- i. Except as otherwise expressly set forth in this Agreement, in the event of a breach of this Agreement by either Party (for purposes hereof, the "Defaulting Party"), which breach remains uncured for a period of more than thirty (30) days after written notice from the non-Defaulting Party (except in the event of an emergency), the non-Defaulting Party shall have all rights and remedies available to it at law, in equity or hereunder, including, without limitation, injunctive

relief and the recovery of its reasonable attorneys' fees and court costs.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth above.

**COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth, County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_  
Name: Steven Ranalli  
Title: President

**BILLS STADIUM AND EVENTS COMPANY, LLC**

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

STATE OF NEW YORK

: SS.

COUNTY OF ERIE

On this \_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK

: SS.

COUNTY OF ERIE

On this \_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK

: SS.

COUNTY OF ERIE

On this \_\_\_ day of \_\_\_\_\_, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

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

**EXHIBIT A**  
**DESCRIPTION OF ECC PARCEL**  
**(To Come Once Completed)**

**EXHIBIT B**  
**DESCRIPTION OF STADIUM PARCEL**

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence S 5°19'26" E along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence S 10°22'02" W along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence S 11°51'58" W along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Pirby and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;  
thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36'); thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13'); thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66'); thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28'); thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point;  
thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of the north line of lands conveyed by James F. Piridy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide;  
thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The said parcel containing 58.65 acres more or less.

**EXHIBIT C**  
**DEPICTION OF RECIPROCAL ACCESS EASEMENT AREA**

ACCESS EASEMENT LANDS NOW OR FORMERLY  
OF COUNTY OF ERIE  
T.A. No. 160.16-1-12 / T.A. No. 161.00-5-1

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hamburg, County of Erie, and State of New York, as shown upon a map entitled "Proposed Access Easement, New Buffalo Bills NFL Stadium – Phase II," prepared by Azar Design Co., last dated June 10, 2025, and more particularly described as follows:

Access Easement

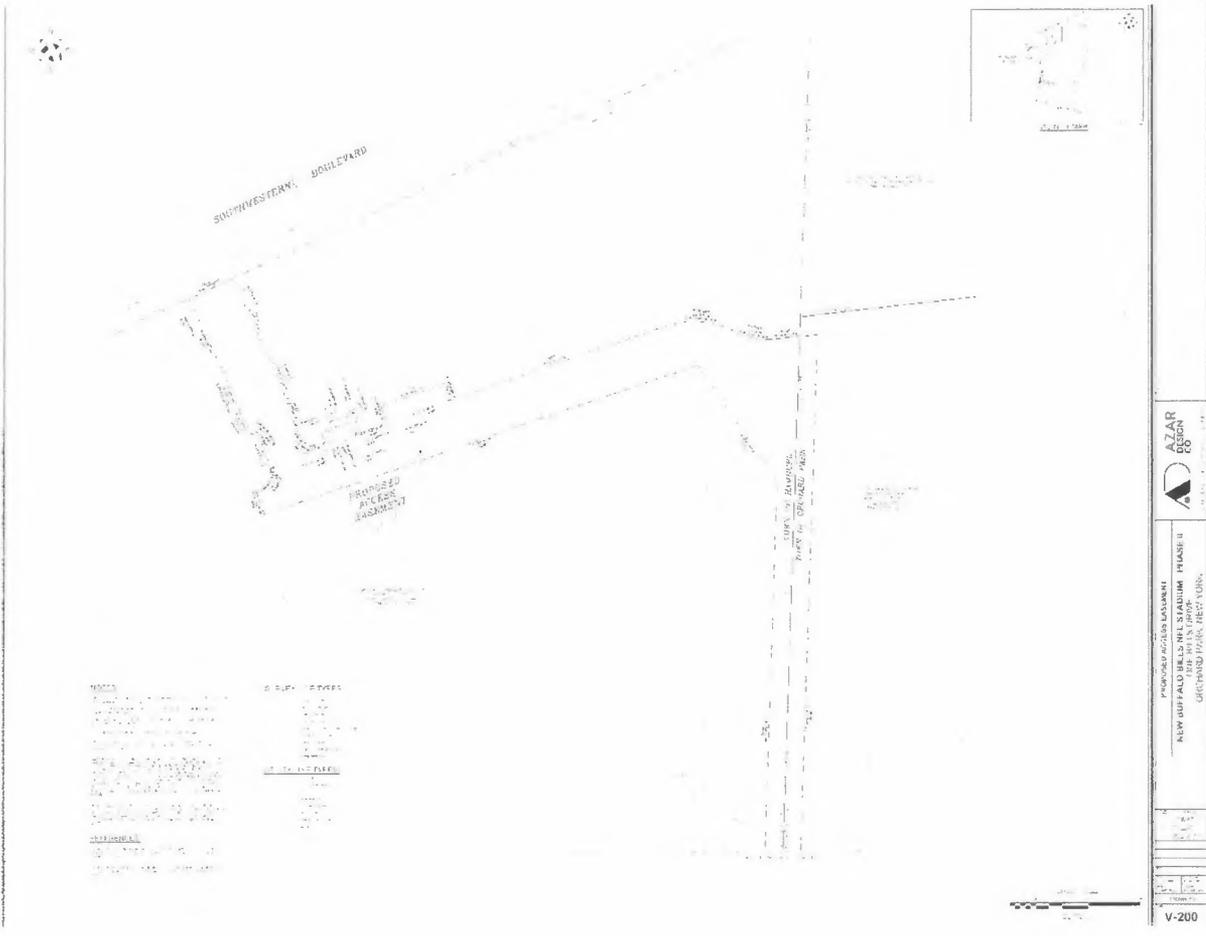
Beginning at the intersection of the northerly bounds of Big Tree Road (Right of Way Width Varies) with the division line of the Town of Orchard Park and the Town of Hamburg, Thence;

- 1) N 78°55'44" W, a distance of 143.30 feet to a point, Thence;
- 2) N 11°04'16" E, a distance of 17.00 feet to a point, Thence;
- 3) N 11°50'56" E, a distance of 613.83 feet to a point, Thence;
- 4) N 01°57'08" E, a distance of 59.11 feet to a point, Thence;
- 5) N 01°49'21" E, a distance of 130.02 feet to a point of curvature, Thence;
- 6) Along a curve to the right, having a chord bearing of N 10°41'29" E, chord length of 181.21 feet, and a radius of 600.16 feet to a point of tangency, Thence;
- 7) N 18°58'36" E, a distance of 218.96 feet to a point of curvature, Thence;
- 8) Along a curve to the left, having a chord bearing of N 00°08'16" E, chord length of 109.30 feet, and a radius of 169.25 feet to a point of tangency, Thence;
- 9) N 18°40'42" W, a distance of 181.10 feet to a point of curvature, Thence;
- 10) Along a curve to the right, having a chord bearing of N 08°38'25" W, chord length of 74.04 feet, and a radius of 202.89 feet to a point of tangency, Thence;
- 11) N 01°52'25" E, a distance of 611.64 feet to a point, Thence;
- 12) N 35°22'07" W, a distance of 161.67 feet to a point, Thence;
- 13) S 71°05'59" W, a distance of 519.60 feet to a point, Thence;
- 14) N 18°54'27" W, a distance of 29.60 feet to a point of curvature, Thence;
- 15) Along a curve to the left, having a chord bearing of N 27°51'17" E, chord length of 32.45 feet, and a radius of 22.32 feet to a point of tangency, Thence;
- 16) N 18°50'38" W, a distance of 23.57 feet to a point of curvature, Thence;

- 17) Along a curve to the left, having a chord bearing of N 35°39'12" W, chord length of 16.00 feet, and a radius of 27.98 feet to a point of reverse curvature, Thence;
- 18) Along a curve to the right, having a chord bearing of N 32°16'53" W, chord length of 31.73 feet, and a radius of 50.66 feet to a point of reverse curvature, Thence;
- 19) Along a curve to the left, having a chord bearing of N 21°55'54" W, chord length of 37.41 feet, and a radius of 347.25 feet to a point of tangency, Thence;
- 20) N 25°01'10" W, a distance of 95.49 feet to a point, Thence;
- 21) N 29°42'29" W, a distance of 4.95 feet to a point, Thence;
- 22) N 64°51'32" E, a distance of 54.29 feet to a point, Thence;
- 23) S 20°26'51" E, a distance of 4.82 feet to a point, Thence;
- 24) S 25°01'10" E, a distance of 95.73 feet to a point of curvature, Thence;
- 25) Along a curve to the right, having a chord bearing of S 21°55'54" E, chord length of 43.17 feet, and a radius of 400.75 feet to a point of tangency, Thence;
- 26) S 18°50'38" E, a distance of 41.44 feet to a point of curvature, Thence;
- 27) Along a curve to the left, having a chord bearing of S 58°15'27" E, chord length of 34.60 feet, and a radius of 27.25 feet to a point of tangency, Thence;
- 28) N 31°41'55" E, a distance of 3.48 feet to a point, Thence;
- 29) N 18°55'54" W, a distance of 12.29 feet to a point, Thence;
- 30) N 70°56'19" E, a distance of 33.14 feet to a point, Thence;
- 31) N 19°00'00" W, a distance of 9.36 feet to a point, Thence;
- 32) N 71°00'00" E, a distance of 7.93 feet to a point, Thence;
- 33) S 17°54'17" E, a distance of 16.22 feet to a point, Thence;
- 34) S 71°04'06" W, a distance of 5.27 feet to a point, Thence;
- 35) S 18°55'54" E, a distance of 5.91 feet to a point, Thence;
- 36) S 64°17'22" E, a distance of 3.20 feet to a point, Thence;
- 37) N 71°00'10" E, a distance of 33.58 feet to a point, Thence;
- 38) N 25°56'55" E, a distance of 3.18 feet to a point, Thence;
- 39) N 19°04'09" W, a distance of 18.79 feet to a point, Thence;
- 40) N 70°55'51" E, a distance of 77.50 feet to a point, Thence;
- 41) S 19°04'09" E, a distance of 18.84 feet to a point, Thence;
- 42) S 64°03'05" E, a distance of 3.18 feet to a point, Thence;
- 43) N70°57'58"E, a distance of 255.97 feet to a point of curvature, Thence;
- 44) Along a curve to the right, having a chord bearing of S85°50'52"E, chord length of 80.75 feet,

- and a radius of 102.50 feet to a point of reverse curvature, Thence;
- 45) Along a curve to the left, having a chord bearing of  $S78^{\circ}50'50''E$ , chord length of 44.35 feet, and a radius of 79.50 feet to a point of tangency, Thence;
  - 46)  $N84^{\circ}57'18''E$ , a distance of 53.50 feet to a point, Thence;
  - 47)  $S01^{\circ}53'31''W$ , a distance of 781.25 feet to a point, Thence;
  - 48)  $S18^{\circ}23'18''E$ , a distance of 65.46 feet to a point of curvature, Thence;
  - 49) Along a curve to the left, having a chord bearing of  $S06^{\circ}28'24''E$ , chord length of 43.10 feet, and a radius of 104.85 feet to a point of tangency, Thence;
  - 50)  $S18^{\circ}42'06''E$ , a distance of 130.23 feet to a point of curvature, Thence;
  - 51) Along a curve to the right, having a chord bearing of  $S00^{\circ}08'15''W$ , chord length of 136.11 feet, and a radius of 210.75 feet to a point of tangency, Thence;
  - 52)  $S18^{\circ}58'36''W$ , a distance of 136.55 feet to a point of curvature, Thence;
  - 53) Along a curve to the left, having a chord bearing of  $S15^{\circ}53'06''W$ , chord length of 64.42 feet, and a radius of 597.25 feet to a point of tangency, Thence;
  - 54)  $S08^{\circ}46'15''W$ , a distance of 86.24 feet to a point, Thence;
  - 55)  $S01^{\circ}58'48''W$ , a distance of 289.92 feet to a point of curvature, Thence;
  - 56) Along a curve to the right, having a chord bearing of  $S06^{\circ}35'31''W$ , chord length of 30.63 feet, and a radius of 168.77 feet to a point of tangency, Thence;
  - 57)  $S11^{\circ}23'52''W$ , a distance of 181.13 feet to a point, Thence;
  - 58)  $S01^{\circ}54'27''W$ , a distance of 431.81 feet back to the Point and Place of Beginning.

Containing 190,499 square feet or 4.373 acres more or less.



## REVOCABLE LICENSE AGREEMENT

**THIS REVOCABLE LICENSE AGREEMENT** (together with all renewals, replacements, modifications and amendments thereof, this “**Agreement**”), is made as of the 9th day of October, 2025 (the “**Effective Date**”), by and among **THE COUNTY OF ERIE**, a New York municipal corporation, having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”). The County and StadCo are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, the County is the owner in fee simple of an approximately 103 acres of real property located in the Town of Hamburg, New York known as 4041 Southwestern Blvd., Hamburg, New York, as more particularly described in **Exhibit A** attached hereto and made a part of this Agreement by reference (the “**ECC Parcels**”), currently used to house the South Campus of SUNY Erie State University of New York; and

**WHEREAS**, the County is the current owner of an approximately 57 acres of real property located in the Town of Orchard Park, New York known as 4196 Abbott Road, Orchard Park, New York, as more particularly described in **Exhibit B** attached hereto and made a part of this Agreement by reference (the “**Stadium Parcel**”) on which a stadium is currently under construction to serve as the home stadium for the Buffalo Bills NFL football franchise (the “**Stadium**”); and

**WHEREAS**, upon substantial completion of the Stadium, the County will convey the Stadium, together with the Stadium Parcel, and all other improvements thereon and certain other adjacent land, to Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”); and

**WHEREAS**, at such time, pursuant to a certain Stadium Lease Agreement, dated as of March 23, 2023, between ECSC, as landlord, and StadCo, as tenant (together with all renewals, replacements, modifications and amendments thereof, the “**Stadium Lease**”), the Stadium and the land conveyed by the County to ECSC will be leased to StadCo for a term of 30 years; and

**WHEREAS**, StadCo has requested, and the County has agreed, to grant to StadCo, for a period concurrent with the term of Stadium Lease, the license and privilege of accessing and utilizing the portion of the ECC Parcels described in **Exhibit C** attached hereto and made a part of this Agreement by reference (the “**Licensed Premises**”) for the construction, operation and maintenance of two wet pond stormwater retention basins and one bio retention area for the purpose of stormwater discharge from the Stadium Parcel (the “**Licensed Use**”).

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to their respective covenants, rights, duties,

obligations, restrictions, and responsibilities as follows:

1. **Incorporation of Recitals**

The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Right-of-Entry and License**

For purposes of this Agreement, the County hereby grants StadCo a revocable right-of-entry and exclusive license to enter upon, use, and occupy the Licensed Premises for the Licensed Use during the Term of this Agreement (the "**License**"). Notwithstanding such grant of exclusivity, the County hereby reserves to itself and any successor owner of the Licensed Premises, the right to jointly utilize the wet pond stormwater retention basins and bio retention area constructed by StadCo within the License Premises for the sole purpose of stormwater discharge from the ECC Parcel, provided such joint use does not impair, limit or otherwise prevent StadCo from fully utilizing such facilities for stormwater discharge from the Stadium Parcel.

- a. StadCo shall also cause any other third party using the Licensed Premises at the direction of either ECSC or StadCo to coordinate with the County with respect to the use of the Licensed Premises.
- b. StadCo shall maintain the Licensed Premises including fixtures and appurtenances and preserve the Licensed Premises in good order and condition.
- c. StadCo shall, at its own expense, comply with provisions of applicable State, Federal and local laws, rules, and regulations relative to the use of the Licensed Premises and the terms of this Agreement.

3. **Term**

- a. The term of this License (the "**Term**") shall begin on the Effective Date and terminate at the end of the term of the Stadium Lease unless this License is terminated or revoked in accordance with the terms and conditions of this Agreement.

4. **Consideration For Use**

- a. StadCo shall pay the County for the utilization of the Licensed Premises the annual sum of Twenty-Five Thousand Dollars (\$25,000), the first installment of which shall become due on the Commencement Date of the Stadium Lease with subsequent annual installments becoming due on June 1 of each year thereafter during the Term ("**License Payment**"). Payments shall be transmitted within fifteen (15) days of the due date each year during the Term.

5. **Access to Premises**

- a. The County agrees that upon the Effective Date StadCo shall have non-exclusive access to the roadway entrance(s) and exit(s) of the ECC Parcels for purposes of accessing the Licensed Premises.

6. **Hazardous Materials**

- a. StadCo shall not store, release, or discharge any Hazardous Materials (defined below) on the Licensed Premises. The term “ **Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any Federal, state or local environmental law, ordinance, rule, or regulation, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801 et seq.), the Resource Conservation Act, as amended (42 U.S.C. Section 1251 et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

7. **Damage; Environmental Conditions**

- a. During the Term, StadCo shall promptly repair, at no cost to the County, any damage caused by StadCo to the Licensed Premises, including without limitation, the dumping or release of Hazardous Materials, and shall return the Licensed Premises to the condition existing immediately prior to the occurrence of the damage.
- b. Prior to expiration or termination of this Agreement, StadCo agrees to: 1) repair, at no cost to the County, any damage to the Licensed Premises caused by StadCo, including without limitation, removal and/or remediation of any Hazardous Materials placed on the Licensed Premises by StadCo, 2) remove all materials introduced to the Licensed Premises during the Term of this Agreement, and 3) restore the surface of the Licensed Premises to grade.
- c. In the event within six months of the expiration or termination of this Agreement, StadCo fails to fully remove all materials introduced to the Licensed Premises during the Term or fails to restore the Licensed Premises as described above, the County may undertake such work, and StadCo shall reimburse the County for all costs associated with removal of materials, and restoration of the Licensed Premises.

8. **Environmental Considerations and Stormwater Prevention Plan**

- a. As an express condition of this Agreement, StadCo, and all contractors or other persons on the Licensed Premises, will fully comply with all actions outlined in the New York State Environmental Assessment Form Revised Technical Addendum to the Buffalo Bills New Stadium Complex dated November 23, 2022, including but not limited to those concerning protecting the quality of life in the man-made and natural environment, protecting ground and surface water, protecting air quality, protecting historic and archaeological resources, traffic control, and noise odor and light control.

9. **Maintenance**

- a. StadCo shall, at its own expense, provide for all care and maintenance of the Licensed Premises

reasonably necessary to maintain the Leased Premises in good condition and repair and in compliance with all required regulatory licenses and permits.

**10. Changes to Premises**

- a. StadCo shall be allowed to construct improvements or changes to the Licensed Premises pursuant to plans and specifications prepared by StadCo and granted approval by the County. StadCo shall be responsible for obtaining any required regulatory licenses or permits.

**11. Insurance**

- a. On or contemporaneous with the Effective Date, StadCo shall provide to the County insurance certificates in amounts and types required by the County as set forth herein. Such certificates shall identify the County of Erie (and for so long as the ECC Parcels is used for the operation of Erie Community College, Erie Community College) and ECSC as additional insureds. Such certificates shall reflect that StadCo carries:

- 1) Commercial General Liability Insurance on a per occurrence basis in an amount of at least five million dollars (\$5,000,000),
- 2) \$2,000,000 CSL Automobile Liability,
- 3) \$1,000,000 Professional Liability, and
- 4) \$1,000,000 Excess/Umbrella Liability.

Additionally, StadCo shall provide to the County evidence of Workers Compensation and Disability coverage in accordance with New York State statutory requirements.

- b. StadCo shall cause to be included in each of its policies a waiver of the insurer's right of subrogation against the County and ECSC. All required insurance hereunder shall be primary and non-contributory to any insurance or self-insurance maintained by the County and ECSC and StadCo shall be required provide written notice to the County and ECSC within thirty (30) days of the cancellation, non-renewal, or material alteration of such policies, which notice shall be evidenced by return receipt of United State Certified Mail.

**12. Relationship of Parties**

- a. The Parties understand and agree that no agency, employment, partnership, or joint venture is created by this Agreement. The Parties further agree that neither is the general agent of the other, and no representation shall be made by any Party that would create an apparent agency, employment, partnership, or joint venture. Neither Party shall have the authority to act for the other in any manner, nor create obligations or debts that would be binding upon the other.

**13. Scheduling**

- a. For so long as the County owns the ECC Parcel, StadCo shall use commercially reasonable efforts to not interfere with any operations on the ECC Parcels and shall work with the County's

Business Manager-Risk Assessment to coordinate with respect to any modifications or improvements at the Licensed Premises.

14. **Inspection**

- a. StadCo agrees that the County (and for so long as the ECC Parcels is used for the operation of Erie Community College, Erie Community College) personnel may enter upon the Licensed Premises herein described at reasonable times to inspect for conformity with this Agreement, provided that such access must be coordinated with StadCo to ensure compliance with all safety requirements and avoid any interference with any operations on the Licensed Premises.

15. **No Warranty**

- a. StadCo acknowledge and agree that the Licensed Premises are provided for their use “as is, where is” without warranty of any type or kind, including any warranty that either is merchantable or fit for StadCo’s intended use or for any other particular purpose. StadCo assumes the entire risk that the Licensed Premises does not satisfy its needs or expectations in any respect, regardless of whether any defect or deficiency is caused in whole or in part by the County’s negligence or other fault.

16. **Liability**

- a. StadCo shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to the County or to others.
- b. StadCo assumes all risk incidental to the use of the Licensed Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with StadCo’s use of the Licensed Premises and hereby covenants and agrees to defend, indemnify, and hold harmless the County (and for so and for so long as the ECC Parcels are used for the operation of Erie Community College, Erie Community College) and ECSC, and their respective directors, officers, employees, and agents, from any and all claims, actions, suits, costs and expenses (including reasonable attorney fees) arising from StadCo’s use of the Licensed Premises and/or use of Licensed Premises by StadCo’s agents, representatives, hired contractors, or invitees for the purposes outlined in this Agreement, except for those claims or actions arising as a result of gross negligence or willful misconduct on the part of the County, ECSC or Erie Community College.

17. **Staff**

- a. The Parties understand that services for the Licensed Use will be provided by StadCo, and others as necessary for the operation and maintenance of the detention ponds and areas located therein.
  - (i) In accordance with applicable law, StadCo shall be responsible for and shall maintain good discipline and proper behavior on the part of all StadCo staff acting in the course and scope of their employment and agrees to remove StadCo staff

involved in the Licensed Use whose actions, or failure to act, shall in the reasonable judgment of the County, after consulting with StadCo and providing StadCo with documentation of any alleged improper actions or behavior, be deemed to be detrimental to the County.

- (ii) In addition, StadCo shall work with the County regarding the actions of other persons or entities in any way involved with the Licensed Use and agrees to remove any personnel of such other entities/persons involved in the Licensed Use whose actions, or failure to act, shall in the sole reasonable judgment of the County, after consulting with StadCo, be deemed to be detrimental to County.

**18. Binding Agreement**

- a. The Parties acknowledge that the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors, and assigns.

**19. Revocation of License and Restoration of Licensed Premises Upon End of Term**

- a. Each of the County and StadCo shall have the right, upon 365 days' prior written notice to the other Parties to terminate this Agreement and the License for any reason or no reason.
- b. Upon the conclusion of the Term of this License, whether by reason of the County's election to revoke the License, expiration of the Term or termination following default by StadCo in accordance with Paragraph 21 of this Agreement, StadCo's annual license fee obligations pursuant to Paragraph 4a shall cease and StadCo shall, at its sole cost and expense, remove any installations or alterations to the Licensed Premises and restore the Licensed Premises to grade.

**20. Notices**

- a. Unless otherwise provided in this Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the others shall be in writing and (i) delivered personally, (ii) mailed by certified mail, postage prepaid; or (iii) sent by recognized overnight courier service, addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to the other Parties any other address, or telecopier number to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only.

To the County:                      County Executive  
   Rath County Office Building  
   95 Franklin Street  
   Buffalo, New York 14202  
   Telephone: (716) 858-8500

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

Erie County Attorney's Office  
Rath County Office Building  
95 Franklin Street  
Buffalo, New York 14202  
Attention: County Attorney  
Telephone: (716) 858-2208

To ECSC: c/o Empire State Development  
633 Third Avenue  
New York, New York 10017-6754  
Attention: General Counsel  
Telephone: (212) 803-3750

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

c/o Empire State Development  
95 Perry Street, 5<sup>th</sup> Floor  
Buffalo, New York 14202  
Attention: Regional Director  
Telephone: (716) 846-8200

To StadCo: Pete Guelli  
Executive Vice President & Chief Operating Officer  
Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, NY 14127  
Telephone: (716) 648-1800

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

General Counsel  
Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, NY 14127  
Telephone: (716) 648-1800

21. **Termination**

- a. The Parties shall have the right to terminate this Agreement as the result of an uncured Event of Default as set forth in Paragraph 23.

22. **Default** The following events are referred to collectively as "**Events of Default**" or individually as an "**Event of Default**":

- a. StadCo fails to make any of the required License Payments set forth in Paragraph 3 within

fifteen (15) days of the due date of same, provided that the County shall send StadCo written notice of the default StadCo shall have ten (10) business days upon receipt of the written notice to cure the default by becoming current with the then due payment.

- b. StadCo fails to maintain the Licensed Premises to the reasonable satisfaction of the County and fails or refuses to correct such unacceptable conditions within a reasonable time after having been given notice thereof.
- c. StadCo vacates or abandons the Licensed Premises.
- d. StadCo utilizes the Licensed Premises for any purpose other than the Licensed Use.
- e. StadCo breaches any of the other material terms or conditions of this Agreement and such breach remains uncured thirty (30) days after the County provides StadCo written notice of same, or if such breach cannot be cured within thirty (30) days receipt of the County's written notice of same, StadCo fails to diligently commence and pursue the cure for such breach within thirty (30) days receipt of the County's written notice to StadCo of same.
- f. The County fails to permit, interferes with, or otherwise materially frustrates StadCo's use of the Licensed Premises for the Licensed Use during the Term.

23. **Remedies For Default** If any one or more Events of Default by StadCo set forth above occurs, then the County has sole discretion:

- a. To give StadCo ten (10) days written notice of the termination of the Agreement. and thereafter StadCo's right of entry to the Licensed Premises will cease and this Agreement will be terminated, except as to StadCo's liabilities pre-existing the termination, as if the expiration of the Term fixed in such notice was the end of the Term or the end of the then-current extension; and
- b. Upon the same ten (10) days written notice of the termination as a result of the Event of Default as described in subsection 22(a), to reenter and take possession of the Licensed Premises, repossess the same and expel StadCo using such lawful force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of License Payments due and owing prior to the date of termination or other amounts due and owing under this Agreement prior to termination or as a result of any preceding breach or conveyance conditions; provided that no License Payments shall be due for the remainder of the Term that would have occurred but for termination, and StadCo shall be entitled to a pro rata refund of any License Payment prepaid for a year during the Term that had not concluded prior to the date of termination.

24. **Amendments and Extensions**

- a. This Agreement embodies the entire agreement between the Parties and supersedes any and all prior understandings or commitments concerning the Licensed Use and Licensed Premises. Any amendments or extensions of this Agreement must be in writing executed by both Parties.

25. **Governing Law**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the County.

26. **Counterparts and Electronic Signature**

- a. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts by original ink signature or by electronic mark or signature, all of which will be considered one and the same agreement and each of which will be deemed an original.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth above.

**COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark Poloncarz, County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth, County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera, Deputy County Executive

**BILLS STADIUM AND EVENTS COMPANY, LLC**

By: \_\_\_\_\_  
Name: Terrence M. Pegula  
Title: Authorized Signatory

**EXHIBIT A**  
**DESCRIPTION OF ECC PARCEL**  
**(To Come Once Completed)**

**EXHIBIT B**  
**DESCRIPTION OF STADIUM PARCEL**

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence S 5°19'26" E along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence S 10°22'02" W along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence S 11°51'58" W along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Pirby and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;  
thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36'); thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13'); thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66'); thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28'); thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point;  
thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of the north line of lands conveyed by James F. Piridy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide;  
thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The said parcel containing 58.65 acres more or less.

**EXHIBIT C  
LICENSED PREMISES**

PROPOSED POND EASEMENTS  
LANDS NOW OR FORMERLY OF  
COUNTY OF ERIE

T.A. No. 160.16-1-12

**Legal Description**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hamburg, County of Erie, and State of New York, as shown upon a map entitled "Proposed Pond Easements, New Buffalo Bills NFL Stadium – Phase II," prepared by Azar Design Co., last dated May 29, 2025, and more particularly described as follows:

Pond Easement "A"

Beginning at a point on the southerly bounds of Southwestern Boulevard (100' Right of Way), said point being 780.66 feet southwesterly from the division line of the Town of Orchard Park and the Town of Hamburg, Thence;

- 1) S 29°25'08" E, a distance of 4.95 feet to a point, Thence;
- 2) S 25°01'10" E, a distance of 95.49 feet to a point of curvature, Thence;
- 3) Along a curve to the right, having a chord bearing of S 21°55'54" E, chord length of 37.62 feet, and a radius of 349.25 feet to a point of tangency, Thence
- 4) S 18°50'38" E, a distance of 5.30 feet to a point of curvature, Thence;
- 5) Along a curve to the left, having a chord bearing of S 33°50'38" E, chord length of 23.68 feet, and a radius of 45.75 feet to a point of tangency, Thence
- 6) S 48°50'38" E, a distance of 3.90 feet to a point of curvature, Thence;
- 7) Along a curve to the right, having a chord bearing of S 33°50'38" E, chord length of 15.14 feet, and a radius of 29.25 feet to a point of tangency, Thence
- 8) S 18°50'38" E, a distance of 23.57 feet to a point of curvature, Thence;
- 9) Along a curve to the right, having a chord bearing of S 26°03'33" W, chord length of 34.24 feet, and a radius of 24.25 feet to a point of tangency, Thence
- 10) S 69°27'25" W, a distance of 11.26 feet to a point, Thence;
- 11) S 71°06'36" W, a distance of 417.62 feet to a point, Thence;
- 12) N 87°16'21" W, a distance of 17.48 feet to a point of curvature, Thence;
- 13) Along a curve to the right, having a chord bearing of N 42°03'53" W, chord length of 19.35 feet, and a radius of 24.91 feet to a point of tangency, Thence
- 14) N 18°55'22" W, a distance of 125.59 feet to a point, Thence;

- 15) N 19°42'06" W, a distance of 27.26 feet to a point, Thence;
- 16) N 64°26'34" E, a distance of 17.01 feet to a point, Thence;
- 17) N 59°30'11" E, a distance of 52.72 feet to a point, Thence;
- 18) N 64°51'32" E, a distance of 386.10 feet back to the Point and Place of Beginning.

Containing 96,113 square feet or 2.206 acres more or less.

**Pond Easement "B"**

Beginning at a point on the southerly bounds of Southwestern Boulevard (100' Right of Way),  
said point being 18.47 feet southwesterly from the division line of the Town of Orchard Park and the Town  
of Hamburg, Thence;

- 1) S 00°00'00" E, a distance of 14.50 feet to a point, Thence;
- 2) N 64°51'32"E, a distance of 17.94 feet to a point, Thence;
- 3) S 01°50'30"W, a distance of 363.37 feet to a point, Thence;
- 4) S 84°57'18"W, a distance of 32.37 feet to a point of curvature, Thence;
- 5) Along a curve to the right, having a chord bearing of N 78°50'50" W, chord length of 45.47 feet, and a radius of 81.50 feet to a point of reverse curvature, Thence
- 6) Along a curve to the left, having a chord bearing of N 85°50'52" W, chord length of 79.18 feet, and a radius of 100.50 feet to a point of tangency, Thence
- 7) S 70°57'58"W, a distance of 255.97 feet to a point, Thence;
- 8) N 64°03'05"W, a distance of 6.01 feet to a point, Thence;
- 9) N 19°04'09"W, a distance of 16.84 feet to a point, Thence;
- 10) S 70°55'51"W, a distance of 73.50 feet to a point, Thence;
- 11) S 19°04'09"E, a distance of 16.79 feet to a point, Thence;
- 12) S 25°56'55"W, a distance of 6.01 feet to a point, Thence;
- 13) S 71°00'10"W, a distance of 33.57 feet to a point, Thence;
- 14) N 64°12'04"W, a distance of 6.04 feet to a point, Thence;
- 15) N 18°55'54"W, a distance of 6.00 feet to a point, Thence;
- 16) N 46°50'04"E, a distance of 4.66 feet to a point, Thence;
- 17) N 34°06'50"E, a distance of 8.03 feet to a point, Thence;
- 18) N 18°51'02"W, a distance of 13.17 feet to a point, Thence;

- 19) S 71°32'23"W, a distance of 11.06 feet to a point, Thence;
- 20) N 19°00'00"W, a distance of 7.16 feet to a point, Thence;
- 21) S 70°55'46"W, a distance of 30.42 feet to a point, Thence;
- 22) S 19°02'46"E, a distance of 26.69 feet to a point, Thence;
- 23) S 71°04'06"W, a distance of 0.75 feet to a point, Thence;
- 24) S 18°55'54"E, a distance of 6.00 feet to a point, Thence;
- 25) S 31°41'55"W, a distance of 6.57 feet to a point of curvature, Thence;
- 26) Along a curve to the right, having a chord bearing of N 58°15'27" W, chord length of 37.14 feet, and a radius of 29.25 feet to a point of tangency, Thence
- 27) N 18°50'38" W, a distance of 41.44 feet to a point of curvature, Thence;
- 28) Along a curve to the left, having a chord bearing of N 21°55'54" W, chord length of 42.96 feet, and a radius of 398.75 feet to a point of tangency, Thence
- 29) N 25°01'10" W, a distance of 95.73 feet to a point, Thence;
- 30) N 20°44'13" W, a distance of 4.82 feet to a point, Thence;
- 31) N 64°51'32" E, a distance of 439.64 feet to a point, Thence;
- 32) S 25°08'28" E, a distance of 13.12 feet to a point, Thence;
- 33) N 64°51'32" E, a distance of 32.81 feet to a point, Thence;
- 34) N 25°08'28" W, a distance of 13.12 feet to a point, Thence;
- 35) N 64°51'32" E, a distance of 239.50 feet back to the Point and Place of Beginning.

Containing 166,630 square feet or 3.825 acres more or less.



Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-1                      COUNTY EXECUTIVE                      2026 Proposed Erie County Budget

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Attachments

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25COMM. 19E-1

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EC LEG OCT 15 '25 PM 12:26

# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 15, 2025

Erie County Legislature  
92 Franklin Street 4<sup>th</sup> Floor  
Buffalo, New York 14202

**Re: 2026 Proposed Erie County Budget**

Dear Honorable Members:

In accordance with the Erie County Charter Section 2503, please find attached the 2026 Proposed Erie County Budget and accompanying Four-Year Financial Plan for Fiscal Years 2026-2029.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/mc  
Enclosure

## Erie County 2026 Budget: Message and Summary

- <https://www3.erie.gov/budget/sites/www3.erie.gov.budget/files/2025-10/2026-budget-message.pdf>

## Erie County 2026 Budget: PROPOSED Book A – Operating Funds

- <https://www3.erie.gov/budget/sites/www3.erie.gov.budget/files/2025-10/2026-budget-proposed-book-a.pdf>

## Erie County 2026 Budget: PROPOSED Book B – Special Funds

- <https://www3.erie.gov/budget/sites/www3.erie.gov.budget/files/2025-10/2026-budget-proposed-book-b.pdf>

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-2	COMPTROLLER	2026 Tentative Budget Revenue & Major Expenditure Estimates
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Attachments

25COMM. 19E-2

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EC 19E OCT 14 '25 PM 12:45

**ERIE COUNTY COMPTROLLER**  
**KEVIN R. HARDWICK**

October 14, 2025

Honorable Members  
Erie County Legislature  
92 Franklin Street, Fourth Floor  
Buffalo, New York 14202

**Re: 2026 Tentative Budget Revenue and Major Expenditure Estimates**

Dear Honorable Members:

As you know, annually by October 1st, the County Administration is required, under Section 2506 of the Erie County Charter, to submit the revenue estimates and major expenditure estimates for the forthcoming budget to the Comptroller's Office for review. Under Section 1802(o) of the Charter, the Comptroller's Office is also required to review all revenue projections submitted by the Administration, and to submit a report to the Legislature by October 15th opining on these numbers.

The Charter states:

*Section 1802. Powers and duties. The Comptroller shall:*

*o. On or before the 15th of October, review all revenue projections to be used in the proposed tentative budget prepared by the County Executive and submit to the Legislature in writing a report indicating whether or not the projections are suitable estimates for the ensuing year. Should the Comptroller determine that the revenue projections are not suitable for the ensuing fiscal year, the Legislature, upon notice from the Comptroller may revise such projections downward upon a two-thirds majority vote. The Legislature shall not revise such revenue projections upward.*

*Section 2506. Revenue and certain expense projections reviewed.*

*On or before the 1st day of October the County Executive shall submit to the Comptroller all revenue estimates and expenditure estimates for Medicaid, public assistance, and pension contributions and health care insurance costs for County employees to be used in the proposed budget. If not otherwise available, property tax revenue estimates shall include a maximum and minimum levy amount, which shall be used in preparing the budget. The Comptroller shall review all revenue estimates and expenditure estimates for Medicaid, public assistance and pension contributions and health care insurance costs for County employees to be used in the proposed tentative budget prepared by the County Executive and submit to the Legislature in writing by the 15th of October a report indicating whether or not such estimates are suitable estimates for the upcoming fiscal year. Should the Comptroller determine that any such revenue or expenditure estimate is not suitable for the upcoming fiscal year, the Legislature, upon notice from the Comptroller may revise any such*

*revenue estimate downward upon a two-thirds majority vote and may revise any such expenditure estimate upward by a majority vote. The Legislature shall not revise any such revenue estimate upward.*

The Division of Budget and Management submitted the 2026 Budget estimates to my office on October 1, 2025. Pursuant to these Charter requirements, I am pleased to provide the following data and comments concerning the tentative 2026 Budget revenue and major expenditure estimates.

## **Revenues**

### **Property Tax and Property Tax-Related**

The proposed 2026 property tax levy for the County and the Buffalo and Erie County Public Library (“Library”) was included in the estimates (unlike prior years). The Director of Budget and Management stated in his letter to my office that the property tax rate per thousand of assessed value will decrease by \$0.20 per thousand dollars of assessed value. The County share real property tax revenue in the County-Wide Budget Accounts cost center is proposed at \$316,053,995, which is a \$4.3 million increase from the 2025 Adopted Budget total of \$311,851,561. The Library property tax revenue will be \$31,875,741, an increase from the 2025 total of \$30,947,322, or an approximate \$900,000 increase. The administration provided a property tax worksheet supporting their calculations to remain below the property tax cap for 2026. We are reviewing that analysis.

The changes in the six (6) other property tax-related accounts for 2026 are modest and not material, although we note that the property tax revenue adjustments account (466060) has a reduction in a contra revenue from \$5.97 million in 2025 to \$1.72 million for 2026.

### **Sales Tax**

Proposed revenue from County share sales tax revenue increases from \$625,895,246 in 2025 to \$654,450,816 for 2026. Based on actual 2025 sales tax data so far, this estimate is reasonable. A similar increase occurs for sales tax revenue which is distributed to local governments and school districts (\$432,451,271 in 2025 and \$452,163,931 for 2026).

### **Appropriated Fund Balance**

The 2026 estimate includes no mention of using appropriated fund balance for 2026.

### **Hotel Occupancy Tax**

For 2026, the estimate for hotel occupancy tax revenue is \$14 million, a decrease from \$14.3 million for 2025. The estimate is reasonable.

### **Other Revenues**

After the controversy in 2025 in which the County Clerk requested an increase in Mortgage Tax revenue from \$617,104 in the 2024 Budget to \$1,577,535 for 2025 and the Legislature rebuffed that increase (but did not remove the estimate in the Book A budget amendments), the Clerk has

proposed \$1,500,000 for 2026. The Clerk refused to comply with a 2025 Legislature Resolution directing a lower dollar value and he has not held back mortgage tax revenue to help cover some of his expenses this year. Based on prior work by this office's Division of Audit and Control analyzing this matter, we believe this revenue estimate is not reasonable and is too high to be justified.

The County Clerk proposes that revenue from Recording Fees will be \$4.96 million in 2026, compared to an Adopted Budget of \$4.75 million in 2025. Based on actual data through July 2025, the 2026 estimate is reasonable and likely low.

For 2026, the Community College Respread (chargeback of prior year expenses to local governments) is projected to generate \$10.1 million in revenue, compared to \$9 million in 2025. This estimate is reasonable given community college chargeback costs and the number of Erie County residents attending community colleges in other counties in New York state.

The proposed 2026 Budget includes an increase in general investment interest earnings in the Comptroller's Office. The proposed revenue for 2025 is \$9.5 million, compared to \$8 million in the 2025 Budget. Given actual 2025 actual revenue in this account (\$11 million through July 2025), the 2026 estimate is reasonable.

In the Jail Management Division, the Sheriff proposes increasing revenue from holding detainees from other governments for 2026. The 2025 Budget was \$238,000 for this account, and through July, no revenue has been recorded this year. The Sheriff is proposing \$2,820,000 in revenue in this account in 2026. We question this estimate, and recommend inquiries be made to the Sheriff concerning this account and which detainees/prisoners he proposes holding in 2026, why and how he will accomplish this.

In the Emergency Medical Services Division of the Department of Health, proposed revenue from the Ambulance Service is projected to increase from \$375,000 budgeted in 2025 to \$1,715,000 for 2026. Through July 2025, actual revenue in this account is \$558,333. The proposed 2026 number may be ambitious.

Board of Election ("BoE") respread revenue increases from \$8.9 million in 2025 to \$12.6 million in 2026. The Division of Budget and Management has provided supporting documentation to justify 2024 BoE expense as a 2026 revenue.

The Department of Parks, Recreation and Forestry has projected modest, but notable increases in revenue in several accounts associated with camping fees, shelter fees, golf fees and greens fees. This suggests to our office that they may be attempting again to increase fees in these areas for 2026.

In the STOP-DWI cost center in the Department of Central Police Services, revenue from the DWI program (account 415650) is budgeted to increase from \$982,802 in 2025 to \$1,094,080 in 2026. Actual revenue in 2025 through July is recorded at zero. It is not clear if this estimate is reasonable.

The Administration is budgeting \$2,243,078 in revenue from a residual equity transfer for 2026, up from \$352,975 in 2025. The Administration provided documentation in Book B showing three revenues of \$1,972,978.69, \$314,578.03 and \$333,726.76 from the closure of dormant capital project accounts and transfers to various funds including the General Fund.

In the Countywide Budget Accounts cost center, no Interfund Revenue Non-Subsidy revenue is budgeted; it was budgeted at \$9,823,386 in 2024 and \$5,448,410 in 2025. Without additional information, we cannot opine on this revenue account presently.

### **State Aid**

There are some notable revenue changes proposed in 2026 pertaining to State Aid.

In the Department of Social Services, State Aid for Social Services Administration increases from \$32.4 million in 2025 to \$37.5 million for 2026. State Aid for Safety Net Assistance increases from \$10.4 million in 2025 to \$14.2 million for 2026 (also see below for more details concerning County spending for the Safety Net program). State Aid for Foster Care/Adoption Subsidies increases from \$38.7 million in 2025 to \$41.5 million for 2026. Actual revenue in this account through July 2025 is \$12.4 million.

In the Persons with Special Needs Division of the Department of Health, State Aid for the NYS Education Department Special Needs Preschool Program increases from \$41.8 million in 2025 to \$45.6 million for 2026.

We have no basis under which to dispute these estimates at this time, but as noted below, federal budgetary actions/cuts always affect state programs so these estimates bear monitoring.

### **Federal Aid**

In the Department of Social Services, three (3) revenue accounts have material changes in 2026 compared to the Adopted 2025 Budget. Federal Aid for TANF FFFS (Temporary Aid for Needy Families – Flexible Fund) increases from \$41.4 million in 2025 to \$47.2 million for 2026. Federal Aid for Family Assistance increases from \$37.6 million in 2025 to \$45.1 million for 2026. Federal Aid for the Daycare Block Grant increases substantially from \$57.8 million in 2025 to \$68 million for 2026.

We have no basis under which to dispute these estimates at this time, but we note that there is a great deal of uncertainty concerning impacts of presidential and congressional budgetary actions and potential or proposed federal aid cuts in various health and human service programs.

### **Expenditures**

Under the Charter, the Administration is required only to provide expenditure estimates for Medicaid, public assistance and pension contributions and health care insurance costs for County employees.

### **Health/Dental Costs**

The Administration is forecasting health/dental insurance costs for County employees of \$87,483,907 for 2026, compared to \$93,542,006 (proposed) for 2025, and compared to \$89,732,393 (proposed) for 2024. This estimate, while certainly at the higher range, could be valid. For years, positive variances in fringe benefit accounts have been utilized in budget amendments to provide funds during mid-year for other funding needs. It is possible this estimate is overstated, even though it is substantially less than proposed for 2025.

## **Pension Obligation**

In order to avoid sudden shocks and increases in pension obligations based on the stock market's performance, the State Comptroller uses a five-year average in order to calculate a local government's annual pension payment. This helps to reduce significant fluctuations.

It is undisputed that in the past three years, the County's pension payment costs to the State Comptroller have risen dramatically.

The Administration is forecasting 2026 net General Fund pension costs (after State/Federal reimbursement is factored in) of \$55,018,109, up from \$48,564,101 in the 2025 budget.

The administration provided my office with a spreadsheet supporting their pension estimate.

The current December 2025 pension payment estimate from the State Comptroller's Office is \$65,167,884. The estimated December 2026 payment is \$73,998,945.

The County's pension costs have been rising dramatically, in part due to State decisions, as well as the County's decision to allow correctional officers and sheriff deputy officers in the Jail Management Division to retire with 25 years of service and increases in the County workforce headcount.

## **Medicaid/Intergovernmental Transfer Obligations**

The Administration is forecasting \$215,758,556 in Medicaid/MMIS costs in 2026, compared to \$213,379,184 in the Adopted 2025 Budget. The estimate for 2025 appears reasonable.

The Administration has provided some estimates for Disproportionate Share (DSH), Indigent Care Adjustment-DSH, and Upper Payment Limit (UPL) costs associated with Erie County Medical Center Corporation (ECMCC) for 2026. We note that it is very challenging to budget for these costs.

DSH expense in 2026 is projected at \$48,593,384, compared to \$35,286,578 for 2025. Indigent Care Adjustment expense is budgeted at \$9,100,527 for 2026, compared to \$9,298,931 for 2025. UPL costs are projected at \$6,747,955 compared to \$5,500,000 for 2025. It is important to note that these are estimates and actual costs in these accounts every year are always very different.

We are aware unofficially of some potential very large DSH payments to be made in late 2025 and early 2026. The County also just made a \$8.3 million UPL payment at the end of September.

## **Major Social Services Accounts**

The Administration is forecasting a \$7.4 million increase in costs for the Family Assistance program in 2026 and a massive \$13.9 million increase in costs for the State's Safety Net Assistance program in 2026. We cannot opine on these projections without more information. It is not known what the CWS-Foster Care program expense will be for 2026 (because it was not provided). That has been a rapidly growing cost for the County.

## Conclusion

Overall, based on the data provided to my office, the proposed 2026 revenue and expenditure estimates are reasonable. We reserve the right to change our opinion once the Executive Recommended 2026 Budget is released and we can review the Budget and all accounts in their entirety. If you have any questions, please do not hesitate to contact my office.

Sincerely,



Kevin R. Hardwick, Ph.D.  
Erie County Comptroller

cc: Mark Cornell, Director of Budget and Management  
Erie County Fiscal Stability Authority

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-3

COUNTY CLERK

COMM. 18E-10 Supplemental Material

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Attachments

25COMM. 19E-3

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COUNTY OF ERIE  
MICHAEL P. KEARNS  
ERIE COUNTY CLERK

October 14, 2025

The Honorable Erie County Legislature  
92 Franklin Street – Fourth Floor  
Buffalo, New York 14202

**Re: COMM. 18E-10 Supplemental Material**

Dear Honorable Members:

Please find enclosed seven (7) Local Laws dealing with the leasing/licensing of surplus County space, granting authority to various entities including the County Executive and the County Clerk on a case-by-case basis. It is clear that the appropriate medium for the leasing/licensing of County space to a non-County entity is by Legislative approval/Local Law, which was not done in the matter before this Honorable Body concerning the seizure of County Clerk-utilized office space to The Buffalo News by the County Executive, through the Department of Public Works. We submit these Local Laws as further evidence for consideration of COMM. 18E-10.

- 2001- Local Law 3: Leasing of surplus space at ECMC.
- 1987- Local Law 5: Licensing of surplus space in County Clerk's Office.
- 1986- Local Law 3: Leasing of surplus space at ECC South Campus to the Diocese of Buffalo.
- 1982- Local Law 2: Leasing of surplus space on the ECC South Campus.
- 1979- Local Law 7: Leasing of surplus space on ECC South Campus.
- 1978- Local Law 9: Leasing of surplus space in the County Clerk's allocated office area.
- 1973- Local Law 8: Authorizing the County Executive, with approval of County Legislature, to lease space at Edward J. Meyer Memorial Hospital to SUNY.

Sincerely,

*William A. Lorenz Jr.*

WILLIAM A. LORENZ JR., ESQ.  
Deputy County Clerk – Legal

Encl.

5

# Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE  
41 STATE STREET, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

STATE OF NEW YORK  
DEPARTMENT OF STATE  
**FILED**

**JUL 11 2001**

County  
~~CITY~~  
~~TOWN~~  
~~VILLAGE~~  
of Erie

**MISCELLANEOUS  
& STATE RECORDS**

Local Law No. 3 of the year 2001.

A local law relating to the leasing of Surplus Space in an area  
(Insert Title)  
located adjacent to the lobby of the Erie County  
Medical Center, 462 Grider Street, Buffalo, New York.

Be it enacted by the Erie County Legislature of the  
(Name of Legislative Body)

County  
~~CITY~~  
~~TOWN~~  
~~VILLAGE~~  
of Erie as follows:

Section 1. The Erie County Legislature hereby finds and determines that certain vacant ground floor space comprising approximately 4,200 square feet in an area adjacent to the lobby of the Erie County Medical Center at 462 Grider Street, Buffalo, New York is not presently needed for County governmental purposes, and that such space can best be utilized to the County's and the Erie County Medical Center's benefit by permitting the Erie County Medical Center to lease said property for a fair and reasonable consideration to the Benderson Development Company, Inc. at 570 Delaware Avenue, Buffalo, New York 14202. Said property would be used as a retail center for the benefit of the Erie County Medical Center's patients, families, visitors and employees.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 2. The County of Erie, on behalf of the Erie County Medical Center, may enter into a Lease Agreement for such surplus space with the Benderson Development Company, Inc. upon such terms and conditions as may be set forth in a resolution enacted by the Erie County Legislature, including, however, but not limited to the conditions set forth in Section 3 hereafter.

Section 3. The County of Erie, on behalf of the Erie County Medical Center, shall enter into a Lease Agreement which shall provide for the lease of said premises for an initial term of ten years with one successive ten-year renewal term. In determining the fair consideration to be charged for said surplus space, among the factors to be considered shall be the cost to the Benderson Development Company, Inc. of renovating such space for retail use, the fair rental value of similar property, and the benefit to be derived by the County from the retail services and conveniences that will be provided to the Erie County Medical Center's patients, families, visitors and employees.

Section 4. Effective date. This Local Law shall be effective immediately upon filing with the Secretary of State pursuant with Section 27 of the New York Municipal Home Rule Law.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
*(Name of Legislative Body)*

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of 2001 of the (County)(City)(Town)(Village) of Erie was duly passed by the Erie County Legislature on June 21 2001, and was (approved)(not approved)(repassed after ~~disapproval~~) by the Erie County Executive and was deemed duly adopted on July 5 2001, in accordance with the applicable provisions of law.  
*(Elective Chief Executive Officer\*)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved)(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
*(Elective Chief Executive Officer\*)*

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved)(repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.  
*(Elective Chief Executive Officer\*)*

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

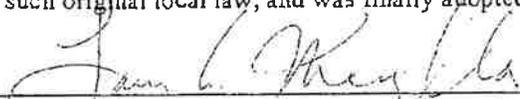
I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph \_\_\_\_\_, above.

  
\_\_\_\_\_  
Clerk of the County legislative body, City, Town or Village Clerk  
of Erie County, New York  
Laurie A. Manzella

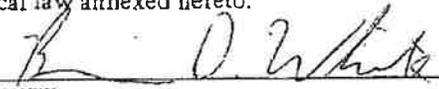
(Seal)

Date: July 6, 2001

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK  
COUNTY OF ERIE

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

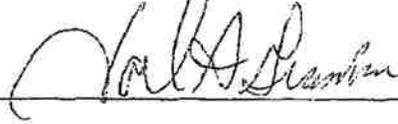
  
\_\_\_\_\_  
Signature

Brian D. White, Assistant County Attorney  
\_\_\_\_\_  
Title

County  
~~City~~ of Erie  
~~Town~~  
~~Village~~

Date: 7/6/01

A Public Hearing was held on the foregoing Local Law Intro. No. 6-2001 on Thursday, July 5, 2001, due notice thereof having been published in the official newspapers of the County of Erie, and after due deliberation thereon, I, JOEL A. GIAMBRA, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 5<sup>th</sup> day of July, 2001.



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A Public Hearing was held on the foregoing Local Law Intro. No. 6-2001 on Thursday, July 5, 2001, due notice thereof having been published in the official newspapers of the County of Erie, and after due deliberation thereon, I, JOEL A. GIAMBRA, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this 5<sup>th</sup> day of July, 2001.

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# Local Law No. 5 - 1987

COUNTY OF ERIE

LOCAL LAW INTRO NO. 12 - 1987

PRINT #1

RECEIVED  
ERIE COUNTY  
LEGISLATURE

JUL 16 12 57 PM '87

A LOCAL LAW relating to the licensing of Surplus Space in the County Clerk's Allocated Office area.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE, AS FOLLOWS:

Section 1. The Erie County Legislature hereby finds and determines that the County Clerk's Office be authorized to license any excess space within the area that said office now occupies at 25 Delaware Avenue and Old County Hall, 92 Franklin Street, in the City of Buffalo, at a fair and reasonable consideration to business entities engaged in service bearing relation to the Clerk's function as the recording officer and record keeping institute of all documents, as relating to the title of real property located within the County of Erie and that such space that may be available shall be utilized in such manner as to inure to the benefit of the people of the County of Erie.

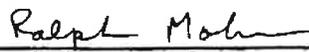
§2. The Clerk of Erie County may enter into licensing agreements for such surplus space with businesses bearing a reasonable relationship to the Clerk's function as a recorder of titles to property in the County, upon such terms and conditions as the Clerk may determine, including, however, but not limited to the conditions set forth in Section 3 hereafter.

ERIE COUNTY  
DEPARTMENT OF LAWS  
JUL 30 4 43 PM '87

§3. The privilege granted is that of a license and not a lease. No interest or estate in the realty or right of exclusive possession and control is hereby passed. The County Clerk shall determine the business entities to whom licenses shall be granted. Any licensing agreement entered into hereunder shall provide for cancellation upon 60 days notice and require the licensee to hold harmless and indemnify the County of Erie and the Erie County Clerk. In determining the fair consideration to be charged for surplus space, among the factors to be considered shall be the cost to the County to construct and maintain such space, the fair rental value of similar property, and the benefit to be derived by the County and its residents from the business activities of the licensees in the licensed space.

§4. This law shall take effect immediately.

  
Richard R. Anderson  
Legislator, 16th District  
County of Erie

  
Ralph M. Mohr  
Legislator, 17th District  
County of Erie

RECEIVED  
ERIE COUNTY  
LEGISLATURE

LOCAL LAW NO. 3-1986 MAY 17 9 28 AM '86

LOCAL LAW INTRO NO. 14 (Print #1)

1986

A LOCAL LAW relating to the Leasing of Surplus Space  
Commonly known as 4195 Abbott Road, Orchard  
Park, New York, part of the campus of Erie  
Community College South Campus.

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ERIE AS  
FOLLOWS:

Section 1. The Erie County Legislature hereby  
finds and determines that certain space commonly known as  
4195 Abbott Road, Orchard Park, New York, together with the  
building and improvements thereon, which is located on the  
south campus of Erie Community College, is not presently  
needed for County governmental purposes, and that such space  
can best be utilized to the County's benefit by permitting  
the Erie Community College to lease said property for a fair  
and reasonable consideration to the Diocese of Buffalo, a  
religious corporation organized and existing under and by  
virtue of the laws of the State of New York, for the purpose  
of using said property as a Newman Center for the benefit of  
the students of Erie Community College South Campus.

Section 2. The Board of Trustees of Erie  
Community College may enter into a Lease Agreement for such  
surplus space with the Diocese of Buffalo upon such terms  
and conditions as the Board of Trustees of Erie Community

College may determine, including, however, but not limited to the conditions set forth in Section 3. hereafter.

Section 3. The Board of Trustees of Erie Community College shall enter into a Lease Agreement which shall provide for the lease of said premises for a term of no longer than five (5) years effective November 1, 1985. In determining the fair consideration to be charged for said surplus space, among the factors to be considered shall be the cost of the County to construct and maintain such space, the fair rental value of similar property, and the benefit to be derived by the County and its residents from the activities of the Diocese of Buffalo in providing the benefits of a Newman Center to the students of Erie Community College South Campus.

Section 4. This law shall take effect immediately.

LEONARD R. LENIHAN  
Legislator - 10th District

ROBERT H. MEIER  
Legislator - 9th District

RECEIVED  
ERIE COUNTY  
LEGISLATURE

LOCAL LAW NO. 2  
LOCAL LAW INTRO. NO. 13

OCT 26 4 22 PM '82

1982

A LOCAL LAW relating to the Leasing of Surplus Space commonly known as 4195 Abbott Road, Orchard Park, New York, part of the campus of Erie Community College South Campus.

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ERIE, AS FOLLOWS:

Section 1. The Erie County Legislature hereby finds and determines that certain space commonly known as 4195 Abbott Road, Orchard Park, New York, together with the building and improvements thereon, which is located on the south campus of Erie Community College, is not presently needed for County governmental purposes, and that such space can best be utilized to the County's benefit by permitting the Erie Community College to lease said property for a fair and reasonable consideration to the Diocese of Buffalo, a religious corporation organized and existing under and by virtue of the laws of the State of New York, for the purpose of using said property as a Newman Center for the benefit of the students of Erie Community College South Campus.

Section 2. The Board of Trustees of Erie Community College may enter into a Lease Agreement for such surplus space with the Diocese of Buffalo upon such terms and conditions as the Board of Trustees of Erie Community College may determine, including, however, but not limited to the conditions set forth in Section 3 hereafter.

Section 3. The Board of Trustees of Erie Community College shall enter into a Lease Agreement which shall provide for the lease of said premises for a term of no longer than three (3) years. In determining the fair consideration to be charged for said surplus space, among the factors to be considered shall be the cost of the County to construct and maintain such space, the fair rental value of similar property, and the benefit to be derived by the County and its residents from the activities of the Diocese of Buffalo in providing the benefits of a Newman Center to the students of Erie Community College South Campus.

Section 4. This law shall take effect immediately.

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FRANCIS J. PORDUM  
Legislator - 1st District

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CHARLES M. SWANICK  
Legislator - 10th District

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LEONARD R. LENIHAN  
Legislator - 11th District

COUNTY OF ERIE

LOCAL LAW NO. 7 - 1979

A LOCAL LAW relating to the Leasing of Surplus Space commonly known as 4195 Abbott Road, Orchard Park, New York, part of the campus of Erie Community College South Campus.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE, AS FOLLOWS:

Section 1.

The Erie County Legislature hereby finds and determines that certain space commonly known as 4195 Abbott Road, Orchard Park, New York, together with the building and improvements thereon, which is located on the south campus of Erie Community College, is not presently needed for County governmental purposes, and that such space can best be utilized to the County's benefit by permitting the Erie Community College to lease said property for a fair and reasonable consideration to the Diocese of Buffalo, a religious corporation organized and existing under and by virtue of the laws of the State of New York, for the purpose of using said property as a Newman Center for the benefit of the students of Erie Community College South Campus.

Section 2.

The Board of Trustees of Erie Community College may enter into a Lease Agreement for such surplus space with the Diocese of Buffalo upon such terms and conditions as the Board of Trustees of Erie Community College may determine, including, however, but not limited to the conditions set forth in Section 3 hereafter.

Section 3.

The Board of Trustees of Erie Community College shall enter into a Lease Agreement which shall provide for the lease of said premises for a term of no longer than three (3) years. In determining the fair consideration to be charged for said surplus space, among the factors to be considered shall be the cost of the County to construct and maintain such space, the fair rental value of similar property, and the benefit to be derived by the County and its residents from the activities of the Diocese of Buffalo in providing the benefits of a Newman Center to the students of Erie Community College South Campus.

Section 4.

This law shall take effect immediately.

Section 5.

Fiscal impact - none.

Acknowledged by Secy of State 10/12/79

A LOCAL LAW relating to the Licensing of Surplus Space in the County Clerk's Allocated Office Area.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE, AS FOLLOWS:

Section 1.

The Erie County Legislature hereby finds and determines that certain space to the extent of approximately 500 square feet located in the area allocated to the County Clerk at 25 Delaware Avenue has been for many years occupied by two local title companies, that such space is not presently needed for county governmental purposes, and that such space can best be utilized to the county's benefit by permitting the Clerk to license it for a fair and reasonable consideration to business entities engaged in services bearing relation to the Clerk's function as a recorder of property titles in the County.

Section 2.

The Clerk of Erie County may enter into licensing agreements for such surplus space with businesses bearing a reasonable relationship to the Clerk's function as a recorder of titles to property in the county, upon such terms and conditions as the clerk may determine, including, however, but not limited to the conditions set forth in Section 3 hereafter.

Section 3. The privilege granted is that of a license and not a lease. No interest or estate in the realty or right of exclusive possession and control is hereby passed. The County Clerk shall determine the business entities to whom licenses shall be granted. Any licensing agreement entered into hereunder shall provide for cancellation upon 60 days notice. In determining the fair consideration to be charged for surplus space, among the factors to be considered shall be the cost to the county to construct and maintain such space, the fair rental value of similar property, and the benefit to be derived by the county and its residents from the business activities of the licensees in the licensed space.

Section 4. This law shall take effect immediately.

ATTEST

MARIE V. RICHARDSON

ORGANIZED

*Eugene J. [Signature]*  
Clerk of the Legislature of Erie County

Vote: 20-0  
Carried Unanimously.

LOCAL LAW No. 8 - 1973

A local law authorizing the county executive, with approval of the county legislature, to lease to The Research Foundation of the State University of New York approximately 12,095 ± square feet of renovated space located in old school 84 at the Edward J. Meyer Memorial Hospital in the city of Buffalo, without advertising or competitive bidding.

Became a law June 11, 1973 with the approval of the county executive, no petition protesting. Passed by the local legislative body of the county of Erie. Filed in the office of the secretary of state June 13, 1973.

*Be it enacted by the legislature of the county of Erie as follows:*

Section 1. Notwithstanding the provisions of section two hundred fifteen of the County Law or any special act or local law, the county executive is hereby authorized and empowered, with approval of the county legislature, to lease to The Research Foundation of the State University of New York, upon such terms and conditions as to duration, renewals, extensions, assignment, rentals, rehabilitation, maintenance and repair, and other matters as the county executive shall in his discretion determine, without advertising or competitive bidding or public sale, approximately 12,095 ± square feet of renovated space located in old school 84 at the Edward J. Meyer Memorial Hospital in the city of Buffalo. Section two hundred fifteen of the County Law shall have no application to the said lease.

§ 2. This local law shall take effect immediately, subject to the provisions of the Municipal Home Rule Law of the state of New York.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-4

LORIGO

Letter Requesting Update on County-Wide  
Disparity Study

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Attachments

25COMM. 19E-4

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# ERIE COUNTY LEGISLATURE

HON. LINDSAY R. LORIGO  
10<sup>TH</sup> DISTRICT LEGISLATOR

October 7, 2025

Director Andrew McLaren  
Erie County Office of Equal Employment Opportunity  
95 Franklin St, Room 931  
Buffalo, NY 14202

Dear Director McLaren,

In December 2022, the Erie County Legislature adopted Resolution 23E-8 (2022), authorizing a professional-services agreement with Griffin & Strong, P.C. to conduct a county-wide disparity study. That work was anticipated to conclude in 2024.

Under Local Law 2-2 (2021), "A Local Law Modifying and Amending Local Laws Collectively Establishing the Requirement for Minority/Woman-Owned Business Utilization," the Division of Equal Employment Opportunity is required to file the completed disparity study and any accompanying rules or regulations with the Clerk of the Erie County Legislature within sixty (60) days of completion.

It has now been almost a year since our last committee meeting via Zoom in December 2024, during which we were presented with a PowerPoint slide previewing the results of the study. At that time, we were informed that the study would be available, "soon". To date, however, the Legislature has not received the report through the Clerk's office as required.

Accordingly, I am requesting confirmation of the following:

1. Whether the Division of Equal Employment Opportunity has received the completed disparity study from Griffin & Strong, P.C.
2. If so, the date on which it was received.
3. If not, the current status of the study and any expected timeline for submission.

Given the length of time since the contract was awarded and the significance of this report to county policy, I would appreciate a prompt written response to be formally clocked into the Erie County Legislature and provided to my office.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Lorigo".

Lindsay Lorigo  
Erie County Legislator – District 10

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-5	COUNTY EXECUTIVE	Purchase of 2025 & Any Unsold Tax Lien Certificates
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Attachments

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25COMM. 19E-5

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10/17/25 10:54

**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**RE: Purchase of 2025 and any unsold Tax Lien Certificates**

Dear Honorable Members:

Please find enclosed a Resolution and Accompanying Memorandum to allow the Director of Real Property Tax Services on behalf of the County of Erie to purchase 2025 and any other Tax Lien Certificates.

Should your Honorable Body require further information, I encourage you to contact Scott Bylewski, Director of Real Property Tax Services. Thank you for your consideration on this matter.

Sincerely,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/sab  
Enclosure

cc: Scott A. Bylewski, Director of Real Property Tax Services

# MEMORANDUM

**To:** Honorable Members of the Erie County Legislature  
**From:** Real Property Tax Services  
**Re:** Purchase of 2025 and any other unsold Tax Lien Certificates  
**Date:** October 17, 2025

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## **SUMMARY**

Seeking Erie County Legislative approval that will allow the Director of Real Property Tax Services, on behalf of the County of Erie, to purchase 2025 and any other unsold Tax Lien Certificates.

## **FISCAL IMPLICATIONS**

Positive for Erie County. The purchase of the unpaid taxes and the creation of a Tax Lien Certificate places the County of Erie in first position in redemption of such Tax Lien Certificates with interest.

## **REASONS FOR RECOMMENDATION**

Erie County will be able to collect previous taxes owed on unpaid tax liens. Additionally, once due and unpaid for a period of at least two years, the County will be able to commence foreclosure proceedings upon the subject Tax Lien Certificates.

## **BACKGROUND INFORMATION**

Pursuant to Section 7-6.0 of the Erie County Tax Act, for approximately the past sixty (60) years, each November the County of Erie bids for and purchases every available Tax Lien Certificate upon real estate for which current year real property taxes then remain unpaid.

There is no pending legislation or executive or administrative order that prevents the County from purchasing the 2025 and any other unsold Tax Lien Certificates.

## **CONSEQUENCES OF NEGATIVE ACTION**

The County of Erie will not be allowed to purchase the unpaid taxes or commence a future foreclosure action upon the 2025 and any other unsold tax lien(s).

## **STEPS FOLLOWING APPROVAL**

The Director of Real Property Tax Services will conduct a Tax Lien Certificate sale pursuant to Article 7 of the Erie County Tax Act, such sale be held and completed on Friday, November 28, 2025.

A RESOLUTION SUBMITTED BY:  
REAL PROPERTY TAX SERVICES

RE: Purchase of 2025 and any other unsold Tax Lien Certificates

WHEREAS, pursuant to Section 7-6.0 of the Erie County Tax Act, as well as specific direction of resolutions adopted by the Erie County Legislature in each of the sixty (60) years, each November the County of Erie, bids for and purchases every available Tax Lien Certificate upon real estate for which current year real property taxes then remain unpaid; and

WHEREAS, the collection of delinquent real property taxes under this procedure has been satisfactory, potentially leading, absent redemption, to the commencement of an *in rem* tax foreclosure action against the affected properties by the County; and

WHEREAS, it is recommended that your Honorable Body direct the Director of Real Property Tax Services to bid and purchase for the County of Erie, its bid being preferred over all other offers, every 2025 Tax Certificate upon real estate for which current year real property taxes remain unpaid, along with any other unsold Tax Certificates the scheduled tax sale date for 2025 Tax Lien Certificates.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Article VII of the Erie County Tax Act, the Director of Real Property Tax Services be, and hereby is, authorized to bid for and purchase, on behalf of the County of Erie, all Tax Lien Certificates upon real estate in Erie County for which 2025 real property taxes have not been paid, along with any other unsold Tax Lien Certificates upon real estate in Erie County for which real property taxes have been paid; and be it further

RESOLVED, that certified copies of this resolution be transmitted to the County Executive's Office, Comptroller's Office, Department of Real Property Tax Services, Department of Law and Division of Budget and Management.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-6	COUNTY EXECUTIVE	ECSD No. 8 - Engineering Term Contract Agreement (Work Order: LAB-4)
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Attachments

25COMM. 19E-6

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# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, NY 14202

**RE: Erie County Sewer District No. 8 Engineering Term Contract Agreement LaBella Associates Work Order: LAB-4**

Dear Honorable Members:

Enclosed please find a memorandum from the Department of Environment and Planning, Division of Sewerage Management, for the issuance of a work order as authorized by the Erie County Legislature, related to 3-year Term Agreements.

Should your Honorable Body require further information, I encourage you to contact Joseph Fiegl, P.E. in the Division of Sewerage Management. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP:mas

Enclosure

cc: J. Fiegl – Deputy Commissioner, Division of Sewerage Management

## **MEMORANDUM**

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Environment and Planning  
**Re:** Erie County Sewer District No. 8 Engineer Term Contract Agreement LaBella Associates Work Order: LAB-4  
**Date:** October 17, 2025

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### **SUMMARY**

The Erie County Legislature is requested to receive and file this communication pertaining to the Department of Environment and Planning's issuance of a work order with LaBella Associates for Erie County Sewer District (ECSD) No. 8 in an amount not to exceed \$74,985.00.

### **FISCAL IMPLICATIONS**

There will be no impact to the County's General Fund. The cost of the engineering work related to this communication will be paid from Capital Account No. C.00071.

### **REASONS FOR RECOMMENDATION**

The Division of Sewerage Management (DSM) has issued work order LAB-4 to LaBella Associates to provide Construction Administration – Task 2 services, to assist with electrical system upgrades associated with the East Aurora Water Resource Recovery Facility (WRRF) in ECSD No. 8.

### **BACKGROUND INFORMATION**

Your Honorable Body passed Legislative Comm. 16E-11 (2022) authorizing a 3-year Term Agreement with LaBella Associates for engineering services for small and/or time critical projects. At the time of the award, the DSM committed to notifying the Honorable Legislature of each work order issued.

The Term Agreement was approved to provide the Division of Sewerage Management with engineering services required to complete various initiatives throughout the ECSDs. As part of work order LAB-4, LaBella Associates will provide engineering administration services during construction activities associated with the upgrade of various electrical components at the East Aurora WRRF in ECSD No. 8. This work order is the last of the phased approach for upgrades at this location.

### **CONSEQUENCES OF NEGATIVE ACTION**

This is a receive and file item.

### **STEPS TO FOLLOW APPROVAL**

This is a receive and file item.

**COMPTROLLER'S OFFICE REVIEW**

The proposed action has been reviewed by the Comptroller's Office and is related to an authorized capital project for which there are sufficient appropriations for the action proposed.

Signed Timothy C. Callan Date 10/3/25  
Title Timothy C. Callan, Ph.D.  
Deputy Comptroller

**Erie County Sewer District No. 8**  
**Work Order: LAB-4**  
**Capital Account No. C.00071**



TO:           COMPTROLLER'S OFFICE

PROPOSED RESOLUTIONS REQUIRING RULE 55

CONTRACT APPROVAL CHECKLIST  
CONFIRMATION OF AVAILABILITY OF FUNDS IN CAPITAL PROJECTS

REQUESTING DEPARTMENT

COMPLETE ITEMS 1 THROUGH 5

1.   CONTRACTOR'S NAME           LaBella Associates
  
2.   AMOUNT OF CONTRACT       \$74,985.00
  
3.   PROJECT NUMBER             C.00071
  
4.   PROJECT TITLE                Engineering Term Agreements  
  Work Order LAB-4
  
5.   DEPARTMENT CONTACT       Beth Pfalzer x6144

COMPTROLLER'S OFFICE

COMPLETE ITEMS 6 AND 7

6.   AVAILABILITY OF FUNDS      \$503,934.39
  
7.   PERFORMED BY                *Thuy*
  
- Date Sent to Comptroller's Office:   October 2, 2025

[55 compt\_10]

OFFICE OF THE COMPTROLLER REVIEW

DATE: 10/3/2025

PROJECT TITLE: C.00071 ECSD #8 E Aurora

1) IS THE REASON FOR THIS CONTRACT CONSISTENT WITH THE PURPOSE OF THE PROJECT: YES X NO       

IF NO, RETURN THIS REQUEST TO THE DEPARTMENT  
IF YES, COMPLETE THE FOLLOWING VERIFICATION

2) PROJECT AVAILABLE APPROPRIATION

Total Project Revenues	\$ <u>6,033,936.03</u>
Total Project Appropriations	\$ <u>6,174,261.00</u>
Less: Total Expenditure To Date	\$ <u>5,670,326.61</u>
Less: Total Commitments	\$ <u>          -</u>
Available Appropriations As Of Date Of Request	\$ <u>503,934.39</u>
Less: Contract Amount	\$ <u>74,985.00</u>
Net Available Appropriations	\$ <u><u>428,949.39</u></u>

Comments: There is \$363,609.42 cash in the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request Approved: T. J. CCA

Request Denied: \_\_\_\_\_

Date: 10/3/25



Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-7                      COUNTY EXECUTIVE                      ECSD Nos. 1-6 & 8 - User Charges 2026

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Attachments

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25COMM. 19E-7

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EC LEG OCT 17 '25 10:54

# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**RE: Erie County Sewer District Nos. 1-6 & 8  
User Charges - 2026**

Dear Honorable Members:

The Department of Environment and Planning's Division of Sewerage Management is in the process of developing the Erie County Sewer District 2026 user charge rates for Erie County Sewer Districts.

In order to adopt these rates after completion of the required procedures, we respectfully request this item be placed on the agenda of the Energy and Environment Committee. The Department will provide the necessary suggested resolution for your review and approval after completion of the necessary steps.

Should your Honorable Body require further information, I encourage you to contact Joseph Fiegl, P.E. in the Division of Sewerage Management. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP:mas

Cc: J. Fiegl – Deputy Commissioner, Division of Sewerage Management

Erie County Legislature  
Meeting Date: 10/23/2025

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**SUBJECT**

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COMM. 19E-8	COUNTY EXECUTIVE	ECSD Nos. 1-6 & 8 RFP - Professional Engineering Services Term Agreements (2026- 28)
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**Attachments**

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25COMM. 19E-8

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10/17/2025 10:54

# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**RE: Erie County Sewer District Nos. 1-6 & 8 RFP – Professional Engineering Services  
Term Agreements (2026-28)**

Dear Honorable Members:

Enclosed please find a resolution and accompanying memorandum from the Department of Environment and Planning pertaining to proposed agreements to perform engineering services over a three (3) year term for the County Sewer Districts.

Should your Honorable Body require further information, I encourage you to contact Joseph Fiegl, P.E. in the Division of Sewerage Management. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP:mas

cc: Joseph Fiegl, Deputy Commissioner, Division of Sewerage Management

## **MEMORANDUM**

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Environment and Planning  
**Re:** Erie County Sewer District Nos. 1-6 and 8  
RFP – Professional Engineering Services Term Agreements (2026-28)  
**Date:** October 17, 2025

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### **SUMMARY**

Award of engineering agreements to AECOM USA, Inc. (AECOM), Arcadis of New York, Inc. (Arcadis), DiDonato Associates Engineering and Architecture, P.C. (DiDonato), GHD Consulting Services, Inc. (GHD), Hazen and Sawyer (Hazen), JMDavidson Engineering, D.P.C. (JMD), LaBella Associates, D.P.C. (LaBella), Ramboll Americas Engineering Solutions, Inc. (Ramboll), T.Y. Lin International Engineering and Architecture, P.C. (TYLin), and Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC (Wendel); each in an amount not to exceed \$250,000.00 to perform engineering services for the Erie County Sewer Districts (ECSDs) over a three (3) year term is requested.

### **FISCAL IMPLICATIONS**

There are no fiscal implications to the County's General Fund. Payment under the proposed agreements will be made from either the Sewer District Capital Accounts, Sewer District Operating Accounts, or other ECSD funding sources.

### **REASONS FOR RECOMMENDATION**

Erie County's Administrative Code (Section 26.08) does not permit the procurement of engineering or other professional services above \$10,000.00 without going through a formal request for proposals (RFP) process. The procurement process may take four (4) to six (6) months from the time of RFP advertisement to formal execution of an agreement with the selected firm. Problems arise in the ECSDs that are time sensitive and hence require more expeditious assistance. In non-urgent circumstances, there are projects due to their scope/magnitude where it is not practical or economical to go through a lengthy RFP process to bring in the necessary outside help. Certain assignments may even be implemented in a phased approach where warranted.

As a result, the Division of Sewerage Management (DSM) issued a RFP for engineering services for a three (3) year term. A total of nineteen (19) firms responded on September 4, 2025 to the open solicitation. A review committee consisting of staff from the DSM rated all timely received responses to the RFP. Based upon the breadth of experience of the proposers and the anticipated workload, the ten (10) top scoring firms have been recommended by the DSM's review committee.

## **BACKGROUND INFORMATION**

The DSM and the ECSDs are responsible for over 1,100 miles of sewers, almost 100 pumping stations, five (5) overflow retention facilities, and six (6) wastewater treatment plants. Operating, maintaining, administering, and improving the assets of the ECSDs is the core function of the DSM. While the DSM has in-house staff that can complete some tasks, the DSM does not have a full complement of engineering and other technical specialties that are necessary to properly handle all problems that arise. Furthermore, the DSM does not always have staff available for various engineering tasks due to existing workload. The retention of engineering firms with a wide breadth of experience is important to address State Pollutant Discharge Elimination System (SPDES) permits and other regulatory requirements promulgated by the New York State Department of Environmental Conservation.

Due to the needs of the ECSDs, it is being requested that consulting firms be retained to assist the DSM. This will result in more timely responses to resolving problems and will also allow existing staff to direct their efforts to other important tasks and projects. The DSM's request for the retention of engineering consultants for this type of work is not a new concept for County Government. This is the eleventh time the DSM will be requesting that Your Honorable Body authorize executing agreements with consulting firms for these specific services.

## **CONSEQUENCES OF NEGATIVE ACTION**

The DSM does not have the in-house staff that can handle all tasks that arise. Unless the DSM has the ability to obtain engineering assistance in a timely fashion, the cost of correcting some issues may rise substantially. In addition, some problems could escalate to emergency situations.

## **STEPS FOLLOWING APPROVAL**

The County Executive will be requested to execute three (3) year term agreements with AECOM, Arcadis, DiDonato, GHD, Hazen, JMD, LaBella, Ramboll, TYLin, and Wendel. Under these agreements and when the need arises, the DSM will identify projects and will subsequently designate where funds are to be appropriated through implementation of a work order with the applicable consultant. Work orders will be scoped in amounts not to exceed \$75,000.00 each and may be issued in phases for individual projects. Your Honorable Body will be informed when work orders are assigned to one of the firms. Should a capital project be selected as the funding source, the DSM will include in its notice to the Legislature for the work order assignment that the County Comptroller has certified the availability of sufficient appropriations. The term agreements will be capped at an amount not to exceed \$250,000.00 for each consulting firm, with that amount only to be exceeded through subsequent Legislative authorization.

**RESOLUTION SUBMITTED BY:  
DEPARTMENT OF ENVIRONMENT AND PLANNING**

Re: Erie County Sewer District Nos. 1-6 and 8 RFP – Professional Engineering Services  
Term Agreements (2026-28)

WHEREAS, the Erie County Department of Environment and Planning through its Division of Sewerage Management has the responsibility to operate and maintain over 1,100 miles of sewers, close to 100 pumping stations, five (5) overflow retention facilities, and six (6) wastewater treatment plants; and

WHEREAS, due to the age, condition, and complexity of the existing Erie County Sewer District facilities, numerous problems arise that require engineering solutions; and

WHEREAS, the Erie County Sewer Districts also face regulatory requirements that necessitate detailed engineering evaluation and study; and

WHEREAS, it is not practical to issue requests for proposals (RFP) for each and every small engineering project; and

WHEREAS, it is further recognized that there is the need to have engineering assistance on standby for time critical projects; and

WHEREAS, the Division of Sewerage Management issued a RFP for engineering assistance on a term contract basis and received nineteen (19) timely responses from engineering firms; and

WHEREAS, in accordance with Section 26.08 of the Erie County Administrative Code, an evaluation committee scored all responses using a consistent rating matrix; and

WHEREAS, the top ten (10) ranked firms submitting proposals have been recommended by the Division of Sewerage Management to perform the requested services.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to execute professional service agreements in amounts not to exceed \$250,000 each over a three (3) year period with:

AECOM USA, Inc. (50 Lakefront Blvd., Suite 111, Buffalo, NY 14202)  
Arcadis of New York, Inc. (50 Fountain Plaza, Suite 600, Buffalo, NY 14202)  
DiDonato Associates Engineering and Architecture, P.C. (689 Main Street, Buffalo, NY 14203)  
GHD Consulting Services, Inc. (285 Delaware Avenue, Suite 500, Buffalo, NY 14202)  
Hazen and Sawyer (1 Seneca Street, Suite 2875, Buffalo, NY 14202)  
JMDavidson Engineering, D.P.C. (935 Sheridan Drive, Tonawanda, NY 14150)

LaBella Associates, D.P.C. (300 Pearl Street, Suite 130, Buffalo, NY 14202)  
Ramboll Americas Engineering Solutions, Inc. (400 Andrews Street, Suite 710,  
Rochester, NY 14604)  
T.Y. Lin International Engineering and Architecture, P.C. (77 Broadway Street, Suite  
208, Buffalo, NY 14203)  
Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC (375  
Essjay Road, Suite 200, Williamsville, NY 14221)

and be it further

RESOLVED, that the authorization provided to the County Executive or Deputy County Executive to execute said agreements is subject to approval as to form by the County Attorney's office and approval as to content by the Commissioner of Environment and Planning; and be it further

RESOLVED, that the amount not to exceed \$250,000.00 over a three (3) year period for an engineering firm may only be increased by a subsequent resolution by this Honorable Body; and be it further

RESOLVED, that no individual assignment issued under these agreements be greater than \$75,000.00; and be it further

RESOLVED, authorization is hereby provided to fund individual work orders from any Sewer Capital Project in Fund 430 and/or the Sewer Operating Fund 220 (including business areas 181, 182, 183, and 186, account 516020 (professional services contracts and fees)) as determined by the Deputy Commissioner of the Division of Sewerage Management; and be it further

RESOLVED, that the Division of Sewerage Management be required to notify this Honorable Body of each individual work order assigned to an engineering firm under this resolution; and be it further

RESOLVED, that when a Capital Project is selected as the funding source for a work order assignment, the Division of Sewerage Management shall include in its notice this Honorable Body that the Office of the County Comptroller has reviewed and certified the availability of sufficient capital appropriations to fund the work order assignment; and be it further

RESOLVED that the Clerk of the Legislature be directed to send a certified copy of this resolution to the County Executive's Office, Comptroller's Office, Division of Budget and Management, Department of Law, and Division of Sewerage Management.

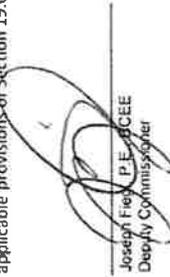


**ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT  
ECSD Nos. 1-6 & 8 ENGINEERING TERM CONTRACT  
PROPOSAL REVIEW COMMITTEE RATINGS - SUMMARY**

DAVID CHAM, ACP  
LOCAL GOVERNMENT  
ASSESSMENT & PLANNING  
CITY OF ERIE  
CITY COMMISSIONER

	Proposer																		
	1	2	3	4	5	6	7	8	9	10	11	12	16	14	16	16	17	18	19
	AECOM	Arcadis	B&L	BC	CHA	Colfers	DiDonato	EA	Encorus	GHD	GPI	Hazen	JMD	LaBella	N&C	Ramboll	TYLin	Watts	Wondol
Rater #1	#6	#2	#18	#5	#13	#16	#12	#9	#19	#3	#14	#7	#4	#11	#15	#10	#1	#17	#8
Rater #2	#3	#8	#14	#5	#10	#19	#8	#12	#17	#11	#18	#2	#5	#1	#16	#13	#4	#15	#5
Rater #3	#9	#7	#18	#16	#17	#13	#8	#15	#10	#4	#14	#6	#1	#3	#19	#10	#5	#12	#2
Rater #4	#1	#5	#13	#18	#2	#16	#17	#10	#19	#14	#4	#9	#7	#11	#15	#12	#8	#6	#3
Rater #5	#5	#1	#18	#12	#15	#6	#7	#13	#19	#1	#17	#4	#7	#11	#16	#7	#7	#14	#1
<b>Average Qualifications Scoring</b>	<b>4.80</b>	<b>4.60</b>	<b>16.20</b>	<b>11.20</b>	<b>11.40</b>	<b>14.00</b>	<b>10.40</b>	<b>11.80</b>	<b>16.80</b>	<b>6.60</b>	<b>13.40</b>	<b>5.60</b>	<b>4.80</b>	<b>7.40</b>	<b>16.20</b>	<b>10.40</b>	<b>5.00</b>	<b>12.80</b>	<b>3.80</b>
<b>QUALIFICATIONS RANKING</b>	<b>#3</b>	<b>#2</b>	<b>#17</b>	<b>#11</b>	<b>#12</b>	<b>#16</b>	<b>#9</b>	<b>#13</b>	<b>#19</b>	<b>#7</b>	<b>#15</b>	<b>#6</b>	<b>#3</b>	<b>#8</b>	<b>#17</b>	<b>#9</b>	<b>#5</b>	<b>#14</b>	<b>#1</b>

It is my opinion in recommending AECOM USA, Inc. (AECOM), Arcadis of New York, Inc. (Arcadis), DiDonato Associates Engineering and Architecture, P.C. (DiDonato), GHD Consulting Services, Inc. (GHD), Hazen and Sawyer (Hazen), JMDavidson Engineering, D.P.C. (JMD), LaBella Associates, D.P.C. (LaBella), Ramboll Americas Engineering Solutions, Inc. (Ramboll), T.Y. Lin International Engineering and Architecture, P.C. (TYLin), and Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC (Wendel) that the Erie County Department of Environment and Planning - Division of Sewerage Management (DSM) has complied with all applicable provisions of Section 19.08 of the Erie County Administrative Code. Scoring sheets and other materials related to this matter are available for review at the DSM offices during regular business hours.

  
Joseph Field, P.E., P.C.E.E.  
Deputy Commissioner

  
Lisa Chimera  
Deputy County Executive

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-9

COUNTY EXECUTIVE

Authorization to Contract with Educational  
Institutions & Providers

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Attachments

25COMM. 19E-9

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10/17/2025 10:54

# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street – Fourth Floor  
Buffalo, New York 14202

**RE: Authorization to Contract with Educational Institutions and Providers**

Dear Honorable Members:

The Erie County Department of Health (ECDOH) is seeking authorization to enter into agreements with educational institutions, public health and EMS providers for the purpose of providing educational experience for interns, county employees, and instructors across many public health programs.

Should your Honorable Body require further information, please contact Commissioner of Health Gale Burstein. Thank you for your consideration on this matter.

Sincerely yours,

A handwritten signature in blue ink that reads "Mark C. Poloncarz".

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/jah  
Enclosure

cc: Dr. Gale Burstein, Commissioner of Health

## **MEMORANDUM**

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Health  
**Re:** Authorization to Contract with Educational Institutions and Providers  
**Date:** October 17, 2025

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### **SUMMARY**

ECDOH is seeking authorization to enter into agreements with local educational institutions and providers for the purpose of providing educational experience for interns, county employees, and instructors across many public health programs

### **FISCAL IMPLICATIONS**

None.

### **REASONS FOR RECOMMENDATION**

ECDOH is often seeking placement for EMT and Paramedic trainees with local educational institutions and public health and EMS providers to get the required educational or clinical experience needed for their certifications. ECDOH from time to time is asked to lend an instructor to assist a local institution in meeting the requirement of a public health or first responder course as required.

This resolution seeks to update one previously passed by this honorable body in 1993.

### **CONSEQUENCES OF NEGATIVE ACTION**

ECDOH will not be able to place EMT, Paramedic, and others seeking certifications into internships or other experiences necessary for certification or be able to assist local education institutions from time to time on course requirements.

### **STEPS FOLLOWING APPROVAL**

ECDOH will work with the County Attorney's Office on executing agreements with educational institutions and providers.

RESOLUTION SUBMITTED BY:  
DEPARTMENT OF HEALTH

Re: Authorization to Contract with Educational Institutions and Providers

WHEREAS, the Erie County Department of Health (ECDOH) hosts various trainings for public health purposes including EMT and paramedic classes; and

WHEREAS, as part of becoming certified, students are required to meet specific educational and clinical benchmarks; and

WHEREAS, ECDOH often places students with local educational institutions and public health and EMS providers to meet these requirements; and

WHEREAS, from time to time said institutions may ask ECDOH personnel to fill in on courses for students to meet other necessary educational requirements; and

WHEREAS, local universities and other educational institutions seek to place interns with ECDOH for professional and educational experience; and

WHEREAS, ECDOH is seeking authorization to enter into agreements with educational institutions and providers for the above purposes.

NOW, THEREFORE, BE IT

RESOLVED, the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to enter into contracts and/or agreements with colleges, universities, educational institutions, and public health and EMS providers; and be it further

RESOLVED, authorization is hereby given for the Division of Budget and Management to make any technical adjustments necessary to effectuate this resolution; and be it further

RESOLVED, that certified copies of this resolution will be forwarded to the Erie County Executive's Office, County Attorney's Office, Division of Budget and Management and Department of Health.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-10	COUNTY EXECUTIVE	Authorization to Contract with a Part-Time Training Specialist - Criminal Justice Systems
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Attachments

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25COMM. 19E-10

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# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

10/17/2025 10:54

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**RE: Authorization to Contract with a Part-Time Training Specialist-Criminal Justice Systems**

Dear Honorable Members:

Please find enclosed a resolution from the Department of Central Police Services seeking legislative authorization to enter contract with a part-time Training Specialist-Criminal Justice Systems. The authorization will allow Central Police Services to continue to provide support for the implementation and training of our current CHARMS system as well as the implementation of the new Hexagon OnCall Computer-Aided Dispatch and Records Management Systems throughout Erie County.

Should your Honorable Body require further information, I encourage you to contact Commissioner Brian G. Ross. Thank you for your consideration on this matter.

Sincerely yours,

A handwritten signature in black ink that reads "Mark C. Poloncarz".

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/bs  
Enclosure

cc: Brian Bray, Commissioner of Personnel  
Brian G. Ross, Commissioner of Central Police Services

## MEMORANDUM

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Central Police Services  
**Re:** Authorization to Contract with a Part-Time Training Specialists-CJ Systems  
**Date:** October 17, 2025

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### **SUMMARY**

Erie County Central Police Services is seeking authorization to contract a Part-Time Training Specialist in Criminal Justice Systems on a as needed basis to provide targeted instruction in areas such as records management, computer-aided dispatch (CAD), and related public safety technologies. This specialized training will enhance staff capabilities, improve operational efficiency, and ensure compliance with industry standards, benefiting law enforcement and partner agencies countywide. This will also improve efficiency, compliance, and service delivered across the criminal justice system. The contractor will also fill the critical role of support for the current Training Specialist in implementation and training of the Hexagon OnCall Computer-Aided Dispatch and Records Management system. Funding for this contract is available within the department's existing approved budget, with no additional cost to the county.

### **FISCAL IMPLICATIONS**

Funding for this contract is available within the existing Central Police Services budget, and no additional County Funds are required. The contract cost, at a rate of \$35 per hour, not to exceed \$20,000, will be fully supported through current departmental operating funds available in the departmental Professional Services Contracts and Fees line in the E-911 230 budget line 516020.

### **REASONS FOR RECOMMENDATION**

Approval will allow the Central Police Services Information Systems department to efficiently provide training and support with our current CHARMS system as well as during the implementation of the Hexagon OnCall Computer Aided Dispatch and Records Management System throughout the public safety community in Erie County.

### **CONSEQUENCES OF NEGATIVE ACTION**

Failure to approve this request would restrict the county's ability to transition from the current CHARMS systems to the Hexagon OnCall Computer Aided Dispatch (CAD) and Records Management system in an efficient and timely manner.

### **STEPS FOLLOWING APPROVAL**

CPS will work with the Departments of Personnel, Labor Relations, Budget and Management and Purchasing to implement this request

A RESOLUTION SUBMITTED BY:  
DEPARTMENT OF CENTRAL POLICE SERVICES

RE: Authorization to Contract with a Part-Time Training Specialist-Criminal Justice Systems

WHEREAS, Erie County Central Police Services provides critical support, coordination, and technical services to law enforcement and criminal justice agencies for the County of Erie; and

WHEREAS, there is an identified need for specialized training in criminal justice systems, including but not limited to record management, computer-aided dispatch, evidence-based practices, and emerging public safety technologies; and

WHEREAS, Central Police Services has determined that engaging a qualified training specialist through a professional services contract will enhance staff knowledge, improve system efficiency, and ensure compliance with applicable standards and regulations; and

WHEREAS, funding for this contract is available in the current budget of Central Police Services fund center 516020, at no additional cost; and

WHEREAS, the Contractor has the expertise necessary to provide said services; and

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the Department of Central Police Services to contract with a Part-Time Training Specialist-Criminal Justice Systems, for an amount not to exceed \$20,000, subject to approval by the Erie County Department of Law; and be it further

RESOLVED, that sufficient funding exists within the Department of Central Police Services' 2025 E-911 Budget (Fund 230, Funds Center 16500) Account 516020 – Professional Services, Contracts & Fees; and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Executive's Office, Comptroller's Office, Division of Budget and Management, Department of Personnel, Department of Labor Relations, Department of Purchasing and Department of Central Police Services.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-11	COUNTY EXECUTIVE	Rehabilitation of Chestnut Ridge Park Rd. Over Big Gulf Creek Culvert - Construction Phase Services
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Attachments

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25COMM. 19E-11

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# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**Re: Rehabilitation of Chestnut Ridge Park Road over Big Gulf Creek Culvert (PK-22)  
in Chestnut Ridge Park Contracts for Construction Phase Services CAP-PK-22-25**

Dear Honorable Members:

This resolution requests authorization for the County Executive to enter a contract with McLaughlin Construction Corp. dba Edbauer Construction, for the Rehabilitation of Chestnut Ridge Park Road over Big Gulf Creek Culvert (PK-22) in Chestnut Ridge Park in the Town of Orchard Park. Bids were received on September 11, 2025. Authorization for the County Executive to execute a contract amendment with the engineering design firm, CHA Consulting, Inc. for engineering services during construction (construction inspection and administration) for this project is also being requested.

Should your Honorable Body require further information, I encourage you to contact Commissioner Troy Schinzel at the Department of Parks, Recreation & Forestry. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/ks

Enclosure

cc: Troy Schinzel, Commissioner, Department of Parks, Recreation & Forestry

## **MEMORANDUM**

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Public Works  
**Re:** Rehabilitation of Chestnut Ridge Park Road over Big Gulf Creek Culvert (PK-22) in Chestnut Ridge Park Contracts for Construction Phase Services CAP-PK-22-25  
**Date:** October 17, 2025

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### **SUMMARY**

The Department of Parks, Recreation & Forestry is seeking authorization for the County Executive to enter a construction contract with the lowest responsible bidder, McLaughlin Construction Corp. dba Edbauer Construction (Edbauer), to execute a contract amendment with the engineering firm CHA Consulting, Inc. (CHA) for engineering services during construction (construction inspection and administration) and to establish a project contingency. These contracts and contingency are for the Rehabilitation of Chestnut Ridge Park Road over Big Gulf Creek Culvert (PK-22) in Chestnut Ridge Park in the Town of Orchard Park. Bids for the subject Project were received by the Department on September 11, 2025.

### **FISCAL IMPLICATIONS**

The total project cost is estimated at \$473,000; \$303,353 for construction, \$136,000 for construction phase engineering and inspection services, and \$33,647 for project contingency. The total budget is available in Funds Center 164, Fund 410, A.24008 – 2024 Culvert Rehabilitation.

### **REASONS FOR RECOMMENDATION**

The design portion of this project was authorized by your Honorable Body via COMM. 15E-6 on September 26, 2024, and has been completed. A public bid opening was held on September 11, 2025 and the lowest responsible bidder was Edbauer. The Erie County Department of Parks, Recreation & Forestry desires to advance the Project into the construction phase in a timely fashion.

CHA, the project design engineer, is recommended for project construction administration and inspection services.

### **BACKGROUND INFORMATION**

Culvert PK-22 carries Chestnut Ridge Park Road over Big Gulf Creek within Chestnut Ridge Park. Recent inspections of this culvert have rated it a 4 and issued Yellow Structural Flags on it. The fascia concrete on both sides is severely deteriorated with spalling and exposed reinforcement. The railings on both sides of the culvert do not meet current design standards and are in need of upgrade. This project will address both of these issues as well as address problems with the pavement both on and adjacent to the culvert.

### **CONSEQUENCES OF NEGATIVE ACTION**

If this project is not completed, the culvert will continue to deteriorate. Eventually the culvert would no longer be able to support the roadway, and would be fully closed to traffic, both vehicular and pedestrian.

### **STEPS FOLLOWING APPROVAL**

Upon Legislative approval, the County Executive will execute all necessary agreements with the lowest responsible bidder, Edbauer and CHA for construction phase engineering and inspection services, and establish a project contingency for a successful and timely implementation of this project.

**COMPTROLLER'S OFFICE REVIEW**

The proposed legislation has been reviewed by the Comptroller's Office and is related to an authorized capital project for which there are sufficient appropriations for the action proposed.

Timothy C. Callan 10/1/25

Timothy C. Callan  
Deputy Comptroller  
Comptroller's Office

A.24008 – 2024 Culvert Rehabilitation

A RESOLUTION SUBMITTED BY:  
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

RE: Rehabilitation of Chestnut Ridge Park Road over Big Gulf Creek Culvert (PK-22) in Chestnut Ridge Park Contracts for Construction Phase Services CAP-PK-22-25

WHEREAS, it is desired to rehabilitate the Large Culvert carry Chestnut Ridge Park Road over Big Gulf Creek (PK-22) within Chestnut Ridge Park in the Town of Orchard Park (the "Project"), CAP-PK-22-25; and

WHEREAS, the design of the culvert rehabilitation was authorized under COMM. 15E-6 (2024) is completed and the project publicly bid on September 11, 2025; and

WHEREAS, it is desired to execute a construction contract with the lowest responsible bidder, McLaughlin Construction Corp. dba Edbauer Construction (Edbauer), in an amount not to exceed \$303,353; and

WHEREAS, it is desired to execute a contract amendment with CHA Consulting, Inc. (CHA) for engineering services during construction (construction inspection and administration) in the amount not to exceed \$136,000; and

WHEREAS, it is desired to establish a project contingency in the amount of \$33,647; and

WHEREAS, the necessary funds for the construction contract, construction administration and inspection contract amendment, and contingency at \$473,000, and are available in Fund 410, Funds Center 164, Capital Project A.24008 – 2024 Culvert Rehabilitation.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature here by authorizes the County Executive or Deputy County Executive to enter into a contract with the lowest responsible bidder, Edbauer, for the PK-22 Culvert Rehabilitation Project in Chestnut Ridge Park in an amount not to exceed \$303,353; and be it further

RESOLVED, that authorization is hereby given for the County Executive or Deputy County Executive to execute a contract amendment with CHA, the Project Design Engineers, for engineering construction inspection and administration services in an amount not to exceed \$136,000; and be it further

RESOLVED, that authorization is given for the sum of \$33,647 be allocated to a Project Contingency with authorization for the County Executive or Deputy County Executive to approve change orders and amendments in an amount not to exceed the Contingency; and be it further

RESOLVED, that funding for this Project is hereby appropriated and made available for the project from Fund 410, Fund Center 164, Project A.24008 – 2024 Culvert Rehabilitation; and be it further

RESOLVED, that authorization is hereby given to the County Executive to execute any necessary change orders, amendments to contracts and agreements; and be it further

RESOLVED, that authorization is hereby given to the Division of Budget and Management to make any technical adjustments necessary to effectuate this resolution; and be it further

RESOLVED, that two certified copies of this resolution be sent to the Department of Parks, Recreation & Forestry, and one copy each to the County Executive's Office, Comptroller's Office and Division of Budget and Management.

TO: TIMOTHY CALLAN, COMPTROLLER'S OFFICE

PROPOSED RESOLUTIONS REQUIRING RULE 55

CONTRACT APPROVAL CHECKLIST  
CONFIRMATION OF AVAILABILITY OF FUNDS IN CAPITAL PROJECTS

REQUESTING DEPARTMENT

COMPLETE ITEMS 1 THROUGH 5

1. CONTRACTOR'S NAME  
McLaughlin Construction Corp. dba Edbauer  
Construction  
CHA Consulting, Inc.
2. AMOUNT OF CONTRACT  
\$303,353 - Edbauer  
\$136,000 - CHA  
\$33,647 - Contingency
3. PROJECT NUMBER  
A.24008
4. PROJECT TITLE  
Rehabilitation of Culvert PK-22 in Chestnut  
Ridge Park
5. DEPARTMENT CONTACT  
Funding questions: Katie Spencer  
Letter pickup: Katie Spencer

COMPTROLLER'S OFFICE

COMPLETE ITEMS 6 AND 7

6. AVAILABILITY OF FUNDS  
\$ 475,000
  7. PERFORMED BY  
*[Signature]*
- Date Sent to Comptroller's Office: October 1, 2025

[55 compt\_10]

OFFICE OF THE COMPTROLLER REVIEW

DATE: 10/1/2025

PROJECT TITLE: A.24008 - 2024 Culvert Rehabilitation

1) IS THE REASON FOR THIS CONTRACT CONSISTENT WITH THE PURPOSE OF THE PROJECT: YES X NO       

IF NO, RETURN THIS REQUEST TO THE DEPARTMENT  
IF YES, COMPLETE THE FOLLOWING VERIFICATION

2) PROJECT AVAILABLE APPROPRIATION

Total Project Revenues	\$ <u>525,000.00</u>
Total Project Appropriations	\$ <u>525,000.00</u>
Less: Total Expenditure To Date	\$ <u>49,982.80</u>
Less: Total Commitments	\$ <u>17.20</u>
Available Appropriations As Of Date Of Request	\$ <u>475,000.00</u>
Less: Contract Amount	\$ <u>473,000.00</u>
Net Available Appropriations	\$ <u>2,000.00</u>

Comments: There is currently \$475,017.20 cash within the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request Approved: Trinity C. Cole

Request Denied: \_\_\_\_\_

Date: 10/1/25



Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19E-12	COUNTY EXECUTIVE	Contract for Capital Improvements to Buffalo Southern and DL&W County Railroads
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Attachments

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25COMM. 19E-12

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10/17/2025 10:53

# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**RE: Contract for Capital Improvements to Buffalo Southern and DL&W County Railroads**

Dear Honorable Members:

Please find enclosed a memorandum and proposed resolution from the Department of Environment and Planning authorizing the execution of contracts for capital improvements to the County owned Buffalo Southern and DL&W Railroads.

Should your Honorable Body require further information, I encourage you to contact Daniel R. Castle in the Department of Environment and Planning. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

MCP/nb  
Enclosures

cc: Daniel R. Castle A.I.C.P, Commissioner  
Mark P. Rountree, Chief Planner

# MEMORANDUM

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Environment and Planning  
**Re:** Contract for Capital Improvements to Buffalo Southern and DL&W County Railroads  
**Date:** October 17, 2025

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## **SUMMARY**

It is recommended that the Erie County Legislature authorize the County Executive to enter into contracts for the purpose of capital improvements to the Buffalo Southern and DL&W Railroads.

## **FISCAL IMPLICATIONS**

Funding was allocated for this purpose in the 2025 Capital Budget.

<u>Project</u>	<u>Account</u>	<u>Amount</u>
Buffalo Southern Capital Maintenance	A.25055	\$300,000
DL&W Capital Maintenance	A.25056	\$150,000

## **REASONS FOR RECOMMENDATION**

The County owned railroads require annual capital maintenance to the railroad, bridges, culverts and road crossings to address safety and operational concerns.

## **BACKGROUND INFORMATION**

The Buffalo Southern Railroad is a County-owned shortline railroad operating between the City of Buffalo and Village of Gowanda. It traverses Hamburg, Eden, North Collins and Collins.

The Depew Lancaster & Western Railroad is a County-owned shortline railroad operating between Lancaster and Cheektowaga.

The railroads support commercial and industrial customers by providing heavy bulk transportation of products including animal feed, fertilizer, fuel, and lumber.

The County contracts with the ECIDA for the management of the railroads. The railroads are leased to operators who operate the railroad.

## **CONSEQUENCES OF NEGATIVE ACTION**

If a resolution to enter into a contract is not approved, the Railroad improvements will not be completed. The needed improvements will be delayed until additional funding is secured, and the timeline of this project will be extended until such time that additional funds can be raised.

A RESOLUTION SUBMITTED BY:  
DEPARTMENT OF ENVIRONMENT AND PLANNING

RE: Contract for Capital Improvements to Buffalo Southern and DL&W County Railroads

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

WHEREAS, the County is the owner of a short line railroad, named Rail Line 1246, running from South Buffalo to Gowanda; and

WHEREAS, the County is the owner of a short line railroad, named Rail Line 1242, running through Lancaster and Depew

WHEREAS, the County leases Buffalo Southern and DL&W railroads to the Erie County Industrial Development Agency (the "Organization"), and the Organization manages the lease with the Buffalo Southern and DL&W operators; and

WHEREAS, the Buffalo Southern and DL&W railroads require capital maintenance to address operational and safety deficiencies; and

WHEREAS, the Organization has experience in contracting for construction projects on behalf of the County; and

WHEREAS, the County has allocated \$300,000 for rehabilitation of the Buffalo Southern Railroad in the 2025 Capital Budget; and

WHEREAS, the County has allocated \$150,000 for rehabilitation of the DL&W railroad in the 2025 Capital Budget;

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to execute contracts as necessary with the Erie County Industrial Development Agency and Buffalo Southern in amounts not to exceed \$300,000 from Capital Account A.25055 for the rehabilitation of the Buffalo Southern and DL&W railroads; and be it further

RESOLVED, that authorization is hereby given to the County Executive or Deputy County Executive to execute contracts as necessary with the Erie County Industrial Development Agency and DL&W in amounts not to exceed \$150,000 from Capital Account A.25056 to implement the Project; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send certified copies of this

resolution to the County Executive's Office, Comptroller's Office, Division of Budget and Management, Department of Law, and Department of Environment and Planning.

**Erie County Legislature**  
**Meeting Date: 10/23/2025**

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**SUBJECT**

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COMM. 19E-13                      SHERIFF                                      Searchlight Purchase

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**Attachments**

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25COMM. 19E-13

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JOHN C. GARCIA  
SHERIFF  
WILLIAM J. COOLEY  
UNDERSHERIFF



ADMINISTRATIVE OFFICES  
10 DELAWARE AVENUE  
BUFFALO, NEW YORK 14202-3913  
(716) 858-7618  
FAX: (716)858-7882  
WEBSITE: <http://www.erie.gov/sheriff>

## SHERIFF OF ERIE COUNTY

October 17, 2025

The Honorable  
Erie County Legislature  
92 Franklin St.  
Buffalo, NY 14202

**Re: Searchlight Purchase**

Honorable Members:

Attached, please find a proposed resolution and accompanying memorandum authorizing the Purchasing Director to create any and all documents necessary to complete the purchase of a Trakka TLX System for the Erie County Sheriff's Office Aviation Unit.

Representatives of the Sheriff's Office will be made available to answer any questions you may have.

Very truly yours,

A handwritten signature in black ink that reads "John C. Garcia". The signature is written in a cursive style.

John C. Garcia  
Sheriff of Erie County

Attachments

## MEMORANDUM

To: Honorable Members of the Erie County Legislature  
From: Erie County Sheriff's Office  
Re: Searchlight Purchase  
Date: October 17, 2025

### Summary of Recommended Action

This resolution authorizes the Purchasing Director to complete the purchase of a Trakka TLX System for the Erie County Sheriff's Office Aviation Unit. This item is a searchlight that has been installed on Air 1.

### Fiscal Implications of Proposal

Funds to complete this purchase will be expended from the Erie County Sheriff's Office, Police Services Division operating budget (Fund 110, Funds Center 11510), GL #561410 – Lab and Technical Equipment.

### Reasons for Recommendation

Earlier this year, the Purchasing Director put out a bid for a searchlight for the Erie County Sheriff's Office Aviation Unit. The bid was awarded to Great Lakes Aviation Services LLC. After the bid was placed and prior to shipping, a tariff was placed on the product totaling \$8,476.05. As this cost was not included in the original bid (and could not have been contemplated, as the tariff did not exist at the time), approval of this item by this Honorable Body is required for the Purchasing Director to pay the resulting invoice.

### Consequences of Negative Action

The Purchasing Director will be unable to pay an outstanding \$8,476.05 invoice related to the purchase of a Trakka TLX searchlight for the Erie County Sheriff's Office Aviation Unit.

### Steps Following Approval of Measure

Certified copies of the approved resolution shall be forwarded to the County Executive, the Division of Budget and Management, the Comptroller, the Purchasing Director and the Erie County Sheriff's Office.

**A RESOLUTION SUBMITTED BY:**  
**ERIE COUNTY SHERIFF'S OFFICE**

**Re: Searchlight Purchase**

WHEREAS, it is the mission of the Erie County Sheriff's Office to provide quality public safety services to our community by promoting a safe environment through police and citizen interaction, with an emphasis on integrity, fairness and professionalism; and

WHEREAS, a searchlight is a crucial piece of equipment for the Erie County Sheriff's Office Aviation Unit, as it is capable of illuminating the ground in no light, low light situations; and

WHEREAS, the Purchasing Director awarded Great Lakes Aviation Services LLC a bid for a Trakka TLX System earlier this year; and

WHEREAS, the Erie County Sheriff's Office must authorize the payment of an additional tariff in the amount of \$8,476.05 that was not in place and could not have been contemplated when the bid was placed;

NOW, THEREFORE, BE IT

RESOLVED, the Purchasing Director is authorized to create any and all necessary documents to complete the purchase of a Trakka TLX System searchlight for the Erie County Sheriff's Office Aviation Unit; and be it further

RESOLVED, the Erie County Sheriff's Office waives the procedures, as impractical, provided for in Section 26.08 of the Erie County Administrative Code for the purposes of paying any outstanding invoices related to the purchase of this searchlight; and be it further

RESOLVED, certified copies of this approved resolution shall be forwarded to the County Executive, the Division of Budget and Management, the Comptroller, the Purchasing Director and the Erie County Sheriff's Office.

FISCAL IMPACT: As Indicated

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19D-2                      COUNTY ATTORNEY                      Transmittal of New Claims Against Erie County

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Attachments

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25COMM. 19D-1

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EC LEG OCT 14 '25 AM 9:39

# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

## MEMORANDUM

TO: Olivia Owens, Clerk, Erie County Legislature

FROM: Jeremy C. Toth, Erie County Attorney

DATE: October 9, 2025

RE: Transmittal of New Claims Against Erie County

*JCT/ded*

Ms. Owens:

In accordance with the Resolution passed by the Erie County Legislature on June 25, 1987 (Int. 13-14), please find attached seven (7) new claims brought against the County of Erie. The claims are as follows:

### Claim Name

1. Wilfred Reims v. County of Erie, et al.;
2. Jacquayla Petteway v. County of Erie, et al.;
3. Raheem Reddick v. County of Erie, et al.;
4. Lisa Secord-Zito v. Deputy Aaron Ellis;
5. Daniel Richard Buczek v. ADA Daniel Celani, et al.;
6. Gregory Broikos v. County of Erie, et al.; and
7. Dominic Volpe v. County of Erie, et al.

JCT:dld  
Attachments





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 3, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Reims, Wilfred v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Wilfred Reims 68 Mechanic Street Gowanda, New York 14070
Claimant's attorney:	Kathryn C. Monbaron, Esq. Cellino Law 800 Delaware Avenue Buffalo, New York 14209

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

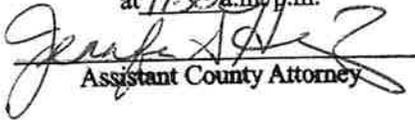
JCT:dld  
Enc.



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

---

WILFRED REIMS,  
Claimant,

This paper received at the  
Erie County Attorney's Office  
from Joseph Sember on  
the 30<sup>th</sup> day of June, 2025  
at 11:30 a.m./p.m.  
  
Assistant County Attorney

**NOTICE OF CLAIM**

v.

COUNTY OF ERIE, TOWN OF COLLINS, BUFFALO &  
ERIE COUNTY PUBLIC LIBRARY, and COLLINS PUBLIC  
LIBRARY,

Respondents,

---

**PLEASE TAKE NOTICE**, that the above named claimant claims and demands from the respondents, COUNTY OF ERIE, TOWN OF COLLINS, BUFFALO & ERIE COUNTY PUBLIC LIBRARY, and COLLINS PUBLIC LIBRARY, recompense for personal injuries and damages sustained by claimant by reason of the wrongful, negligent and careless acts and omissions of the respondents, their agents, servants and/or employees, and in support thereof, the claimant states:

1. Claimant's address is 68 Mechanic St, Gowanda, NY 14070.
2. The claimant is represented by Cellino Law LLP with offices located at 800 Delaware Avenue, Buffalo, New York, 14029, telephone (888) 888-8888.
3. The incident in which personal injuries were sustained by the claimant occurred on or about April 14, 2025, between approximately 1:00 p.m. and 2:00 p.m.

4. On the aforementioned date and time, the Claimant was exiting the Collins Public Library located at 2341 Main St, Collins, NY 14034. The Claimant was exiting the library with his granddaughter, who had checked out a library book. He exited the library through the Mill St/Main St entrance/exit and was caused to trip on the uneven walkway outside of the library at the location of an improperly embedded plaque which states, "Pathway to Knowledge."

5. A photograph of the uneven walkway and plaque is attached hereto as **Exhibit A.**

6. The full extent of the Claimant's injury is currently unknown. He may or may not require surgery as a result of his injuries, which include but are not limited to, a shoulder and rib injury. It is expected that Claimant will be obligated to incur medical expenses which include prescription medications, radiology examinations, and ongoing medical treatment in an amount which cannot be calculated at this time.

7. Respondents had the obligation to properly construct, design, and install said plaque and walkway.

8. Respondents had the obligation to ensure that the walkway areas outside of the library entrance/exit were free and clear from defects and tripping hazards because they knew, or should have known, that library patrons would be traversing the area where the Claimant was caused to fall.

**TAKE NOTICE** that Claimant demands payment of his claim as set forth above.

DATED: Buffalo, New York  
June 30, 2025

Yours, etc.,

**CELLINO LAW LLP**

By:   
Kathryn C. Monbaron, Esquire  
Attorney for Claimant  
800 Delaware Avenue  
Buffalo, NY 14209  
(888) 888-8888

**TO:**

COUNTY OF ERIE  
95 Franklin Street  
Buffalo, New York 14202

TOWN OF COLLINS  
14093 Mill St.  
Collins, NY 14034

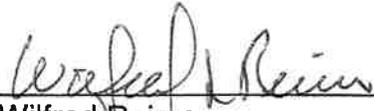
BUFFALO & ERIE COUNTY PUBLIC LIBRARY  
1 Lafayette Square  
Buffalo, NY 14203

COLLINS PUBLIC LIBRARY  
2341 Main St  
Collins, NY 14034

**VERIFICATION**

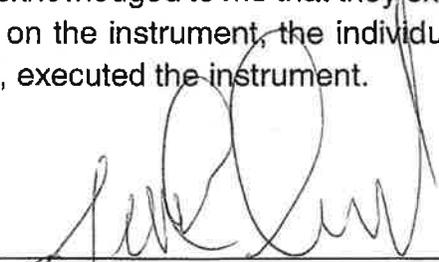
STATE OF NEW YORK    )  
COUNTY OF ERIE       : SS.:  
TOWN OF GOWANDA     )

WILFRED REIMS, being duly sworn, deposes and says that he is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to the knowledge of the deponent, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes them to be true.

  
\_\_\_\_\_  
Wilfred Reims

STATE OF NEW YORK    )  
COUNTY OF ERIE       : SS.:  
TOWN OF GOWANDA     )

On the 30<sup>th</sup> day of June, in the year 2025 before me, the undersigned, personally appeared WILFRED REIMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public/Commissioner of Deeds

JOSEPH PAUL SANABRIA  
No. 01SA6211924  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 09/28/20 25

# EXHIBIT A





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 3, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Petteway, Jacquayla v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Jacqayla Petteway 121 Groell Street Cheektowaga, New York 14227
Claimant's attorney:	Jason C. Luna, Esq. 4535 Southwestern Blvd., Suite 804B Hamburg, New York 14075

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ERIE  
\*\*\*\*\*

JACQAYLA PETTEWAY

Claimant,

**NOTICE OF CLAIM**

v.

COUNTY OF ERIE  
ERIE COUNTY HIGHWAY DEPARTMENT  
COUNTY OF ERIE DEPARTMENT OF PUBLIC  
WORKS  
STATE OF NEW YORK DEPARTMENT OF  
TRANSPORTATION  
NICHOLAS SPECHT

Respondents.

This paper received at the  
Erie County Attorney's Office  
from Daniel D. Filipp on  
the 17<sup>th</sup> day of July, 2025  
at 1:05 a.m./p.m.  
[Signature]  
Assistant County Attorney

\*\*\*\*\*

**PLEASE TAKE NOTICE**, that the above named claimant, JACQAYLA PETTEWAY claims and demands from the COUNTY OF ERIE and or ERIE COUNTY HIGHWAY DEPARTMENT and or COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS and or STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION and NICHOLAS SPECHT recompense for personal injuries sustained by claimant by reason of the wrongful, unlawful, negligent and careless acts and omissions of respondents, their agents, servants or employees and in support thereof, claimant states:

1. The address of the claimant is: 121 Groell, Cheektowaga, New York 14227.

2. The claimant is represented by JASON C. LUNA, PLLC, 4535 Southwestern Blvd., Suite 804B, Hamburg, New York 14075.
3. At all times herein-relevant, claimant JAQYALA PETTEWAY has been a resident of the County of Erie, State of New York.
4. At all times herein-relevant COUNTY OF ERIE was and still is municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 95 Franklin Street, located within the City of Buffalo, County of Erie and State of New York and is authorized by law to maintain the County of Erie and Erie County Highway Department and or County of Erie Department of Public Works which acts as its agent in the area of maintenance of the roads, streets, traffic signals, lights etc. and thoroughfares within the County of Erie and for which it is ultimately responsible.
5. At all times herein-relevant COUNTY OF ERIE HIGHWAY DEPARTMENT was and still is municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 95 Franklin Street, located within the City of Buffalo, County of Erie and State of New York and is authorized by law to maintain the County of Erie and Erie County Highway Department and or County of Erie Department of Public Works which acts as its agent in the area of maintenance of the roads, streets, traffic signals, lights etc. and thoroughfares within the County of Erie and for which it is ultimately responsible.

6. At all times herein-relevant COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS was and still is municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 95 Franklin Street, located within the City of Buffalo, County of Erie and State of New York and is authorized by law to maintain the County of Erie and Erie County Highway Department and or County of Erie Department of Public Works which acts as its agent in the area of maintenance of the roads, streets, traffic signals, lights etc. and thoroughfares within the County of Erie and for which it is ultimately responsible.
7. That upon information and belief and at all times hereinafter mentioned, the respondents were was and still are organized under and by virtue of the laws of the State of New York with headquarters located at 95 Franklin Street, in the City of Buffalo, County of Erie and State of New York, and was still is a department and/or subdivision subject to the control of the County of Erie.
8. At all times herein-relevant NEW YORK STATE DEPARTMENT OF TRANSPORTATION was and still is municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 950 Wolf Road located within the City of Albany and State of New York and is authorized by law to maintain the traffic signals, lights, traffic control devices, etc. and maintenance of the roads,

streets, traffic signals, lights etc. and thoroughfares within the State of New York including County of Erie and for which it is responsible.

9. That upon information and belief, NICHOLAS SPECHT, was a resident of the respondents, including on the date of the collision, April 21, 2025.
10. That upon information and belief and at all times hereinafter mentioned and on or about the 21<sup>st</sup> day of April, the respondent, County of Erie and Erie County Highway Department and or County of Erie Department of Public Works, its departments and/or divisions thereof, was the titled and registered owner of a certain 2015 Ford bearing New York State License Plate Number AM2073.
11. That upon information and belief and at all times hereinafter mentioned and on or about the 21<sup>st</sup> day of April, the respondent, Town of Amherst, and or Town of Amherst Highway Department, and or Amherst Highway Department, Town of Amherst Engineering Department its departments and/or divisions thereof, was the titled and registered owner of a certain 2015 Ford bearing New York State License Plate Number AM2073.
12. Upon information and belief, respondents contracted with and or performed the work for the Town of Amherst; Town of Amherst Highway Department and or Town of Amherst Engineering Department for the maintenance of lights, traffic control devices and or traffic control signals on Wehrle Drive and Aero Drive in the Town of Amherst.

13. That on or about the 21st day of April, 2025, Jacqayla Petteway was the operator of a 2023 Land Rover , bearing New York Reg LLT5971 hereinafter referred to as the "Petteway vehicle".
14. That on or about the 21st day of April 2025, Jacqayla Petteway operated the 2023 Land Rover, the Petteway vehicle bearing NYS Reg LLT5971 on Wehrle Drive at or near 1144 Wehrle Drive in the Town of Amherst, New York.
15. That on or about the 21st day of April 2025, NICHOLAS SPECHT was the operator of a 2015 Ford, bearing NY Reg AM2073 hereinafter referred to as the "Town of Amherst vehicle".
16. That on or about the 21st day of April 2025, the respondents, COUNTY OF ERIE, ERIE COUNTY HIGHWAY DEPARTMENT; COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS; NEW YORK STATE DEPARTMENT OF TRANSPORTATION TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT and or AMHERST HIGHWAY DEPARTMENT owned a 2015 Chevrolet bearing NY Reg AM2073.
17. That on or about the 21<sup>st</sup> day of April 2025, NICHOLAS SPECHT operated the Town of Amherst vehicle, a 2015 Ford bearing NY Reg AM2073 hereinafter referred to as the "Town of Amherst vehicle" with the knowledge, permission and consent of the respondent owner(s), as well as the Town of Amherst; Town of Amherst Highway Department and or Amherst Highway Department and or Town of Amherst Engineering Department.
18. That at all times hereinafter mentioned and on the 21st day of April 2025, at approximately 1:54 p.m., the Claimant Jacqayla Petteway was operating the

aforementioned Petteway, on Wehrle Drive at or near 1144 Wehrle Drive, in the Town of Amherst, County of Erie, State of New York.

19. That upon information and belief, at all times hereinafter mentioned, and on or about the 21st day of April 2025, at approximately 1:54 p.m., the respondent vehicle, a 2015 Ford operated by NICHOLAS SPECHT, which was owned by respondents and/or Town of Amherst; Town of Amherst Highway Department and or Amherst Highway Department and or its divisions thereof, Nicholas Specht operated said vehicle on Wehrle Drive at or near 1144 Wehrle Drive, in the Town of Amherst, County of Erie, and State of New York.
20. That at the time and place aforementioned, the 21st day of April 2025 Nicholas Specht was employed by respondents and or Town of Amherst, Town of Amherst Highway Department and or Amherst Highway Department and during the course and scope of his employment with respondents and/or the Town of Amherst, and or Town of Amherst Highway Department and or Amherst Highway Department, and or Town of Amherst Engineering Department, Nicholas Specht operated the respondent vehicle, a 2015 Ford bearing New York State license plate AM2073 owned by respondents.
21. That on or about the 21st day of April 2025 the respondent vehicle a 2015 Ford owned by respondents and or Town of Amherst and or Town of Amherst Highway Department and or Amherst Highway Department and or Town of Amherst Engineering Department and operated by Nicholas Specht came into

contact with the Petteway vehicle, a 2015 Ford bearing NY Reg AM2073 that was operated by Jacqayla Petteway.

22. That upon information and belief at the time and place aforementioned on April 21, 2025 the respondent vehicle, a 2015 Ford was operated by Nicholas Specht with the knowledge, permission and consent of respondents, and said consent was express or implied.
23. That upon information and belief at the time and place aforementioned, the respondents performed and or were engaged in work and or contracted with the Town of Amherst ; Town of Amherst Highway; Town of Amherst Engineering Department and Nicholas Specht whom acted as an agent, servant and or employee of respondents who were negligent, careless, reckless, willful and wanton in operating the aforementioned motor vehicle, to wit a 2015 Ford bearing NYS license plate number AM2073 in operating the aforementioned motor vehicle on Wehrle Drive near Aero Drive in the Town of Amherst, County of Erie, State of New York and circumstances present at the time and place aforementioned, in failing to keep said vehicle under control at all times; in failing to keep a sufficient lookout; in changing lanes unsafely; in failing to yield the right of way to JACQAYLA PETTEWAY, in failing to perceive, recognize, mitigate and eliminate the unacceptably high risk and likelihood of harm and danger presented to motorists on Wehrle Drive at or near Aero Drive; in making an illegal, unlawful and unsafe entry into the lane already occupied by Claimaint, JACQAYLA PETTEWAY; in failing to use reasonable care in controlling the operating and direction of said motor

vehicle; in failing to properly use a turn signal; in operating said respondent vehicle with an obstructed view: to wit, the operator Nicholas Specht's view was obstructed by large orange construction cones yet he pulled into the lane occupied by claimant anyway without ensuring it was safe to do so thereby causing the collision; in failing to operate said motor vehicle within the properly designated lane of traffic; in failing to obey the traffic control devices, signs and/or pavement markings provided for motor vehicle traffic at or near the scene of this collision giving rise to the subject litigation; in failing to yield the right of way to Jacqayla Petteway; in failing to observe motor vehicle traffic prior to entering the aforesaid intersection; in failing to perceive the vehicle operated by Jacqayla Petteway vehicle prior to entering the lane she occupied; in operating said vehicle with an obstructed view; in admitting to claimant that his view was obstructed by large orange construction cones located on his vehicle that blocked his view of oncoming traffic which included her vehicle yet he elected to pull into her lane without ensuring it was safe and after disregarding known risks of harm; in entering the subject lane Jacqayla Petteway occupied when said respondents, their agents, servants and or employees knew or should have known that it was unsafe to do so; in entering the subject lane without warning motorists traveling on Wehrle Drive at or near where the respondent's vehicle struck the claimant, Jacqayla Petteway's vehicle; in failing to observe the aforementioned motor vehicle being operated by Claimant, Jacqayla Petteway on Wehrle Drove at or near Aero Drive, the manner and condition as it then and there existed at the time this accident

occurred; in failing to take any evasive action in the operation and direction of said motor vehicle to avoid collision with the motor vehicle being operated by the Claimant Jacquyla Petteway in failing to provide the Claimant with any warning of the approach of said motor vehicle and the proximity of same to that of the motor vehicle the claimant was operating; in failing to make necessary observations, to take proper precautions, and or to give adequate warnings to the claimant and those similarly situated; in failing to obey the traffic control devices which govern the intersection; in failing to take necessary precautions and/or actions to avoid collision with the aforementioned motor vehicle operated by claimant; in failing to take any evasive action in the operation and direction of said motor vehicle to avoid collision with the claimant; in failing to properly and adequately maintain said motor vehicle while driving the same upon the highways of the State of New York; in failing to take necessary precautions and/or actions to avoid collision with the claimant; in maintaining and operating said motor vehicle while the same was defective, unsafe, unfit, in a state of disrepair; and/or lacking the proper, necessary and lawfully required equipment for the safe operation and use of motor vehicle upon the roadways of the State of New York; in operating said motor vehicle in such a manner that it unreasonably interfered with the free and proper use of the public highway or unreasonably endangered users of the public highway; in operating said motor vehicle recklessly and in gross disregard for the safety and welfare of other users of the public highway; in failing to perceive the substantial and unjustifiable risks associated with the

aforesaid negligence thereby constituting deviation from the standard of care that a reasonable operator of said respondent vehicle would have observed under the same or similar circumstances; in operating said motor vehicle in violation of the Vehicle and Traffic Laws of the State of New York; in violating New York State Vehicle and Traffic Law section 1129A; in failing to slow down and/or stop when approaching and/or entering the subject lane as was necessary for the safe operation of the subject motor vehicle; in failing to stop prior to entering the subject lane occupied by claimant Jacqayla Petteway as was necessary for the safe operation of the subject motor vehicle ; in recklessly disregarding regulations governing direction of movement or travel on the roadway and when entering a lane already occupied by other vehicles, including the vehicle operated by Claimant Jacqayla Petteway; in failing to operate the subject motor vehicle, to wit a 2015 Ford with audible signals engaged and sounded by bell, horn, siren, electronic device or exhaust whistle as was reasonable necessary under the circumstances then and there existing; in failing to operate the subject motor vehicle, with due regard for the safety of others including the claimant and others similarly situated; in operating the subject motor vehicle in reckless disregard for the safety of others including the claimant and those similarly situated; in failing to use due care in the operation of the subject motor vehicle; in failing to engage the emergency siren on the subject motor vehicle; in negligently and recklessly failing to exercise due regard for the safety of the claimant and those similarly situated; in failing to operate the subject motor vehicle cautiously, at a

reasonable and prudent speed, and while maintaining control of said vehicle at all times; in approaching and entering the lane occupied by claimant Jacquyla Petteway of Wehrle Drive in the Town of Amherst, New York without first stopping the subject motor vehicle and/or slowing the vehicle to check to make sure traffic had safely passed thereby making sure it was safe to continue; in operating the subject motor vehicle in a reckless manner; in entering the subject intersection against the flow of traffic without slowing and/or stopping while the respondent's visibility and sight lines were reduced and/or obstructed without first determining it was safe to do so with conscious indifference to the outcome, including said respondents own safety and the safety of the claimant and others similarly situated; in operating the subject motor vehicle to wit the respondent vehicle, a 2015 Ford negligently and/or recklessly outside the scope of the privilege granted by New York State Vehicle and Traffic Law thereby resulting in the injuries sustained by the claimant; in operating the subject motor vehicle outside of and beyond the scope of privilege granted under NYS Vehicle and Traffic Law; in operating the subject motor vehicle in a manner not privileged by NYS Vehicle and traffic law section and/or alternatively operating said motor vehicle within one or more of the four categories of privileged conduct prescribed under NYS Vehicle and Traffic Law without due regard for the safety of others in a reckless disregard for the safety of others including claimant and those similarly situated; in operating the subject motor vehicle in violation of the Town of Amherst Highway Department and/or Amherst Highway Department

and/or Town of Amherst Manual of Policies and Procedures regarding the operation of motor vehicles, to wit highway department and or Town owned vehicles including those vehicles used for signal maintenance; in blindly entering an intersection against the flow of traffic without first stopping and/or slowing; and with knowledge there existed other vehicular traffic properly traveling with the correct flow of traffic on Wehrle Drive at or near its intersection with Aero that foreseeably could and would continue to enter the lane the claimant was traveling at the time of the subject collision; in failing to see and or properly observe claimant's vehicle, in failing to exercise proper care, supervision, instruction, control and guidance of said respondents their supervisors, agents, servants and/or employees in the course and scope of their employment; in negligently employing, engaging, hiring, directing, controlling and/or supervising agents, servants and/or employees who lacked the requisite knowledge, experience, training, instruction, skill and ability to adequately, properly, and safely maintain and operate the aforementioned motor vehicle upon the highways, thereby creating an inherently dangerous and hazardous condition; and were otherwise negligent, reckless, careless, willful and wanton in said collision and the resulting injuries to the claimant Jacqayla Petteway as hereinafter alleged.

24. That as a result of the negligence, recklessness, carelessness and willful and wanton conduct of the respondents and NICHOLAS SPECHT, and or Town of Amherst Highway Department and or Amherst Highway Department and Town of Amherst Engineering Department, the claimant was injured

externally, internally and permanently in and about the head, back, neck, upper extremities; lower extremities; left hip body, limbs and nervous system so that she became and will continue to be partially disabled and will continue to suffer pain, discomfort, disfigurement and distress. Claimant Jacqayla Petteway was required to receive medical treatment due to the nature and extent of her injuries. That by reason of the aforesaid injuries said claimant required the services of physicians, surgeons, nurses, hospitals, therapy, manipulations and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and resulting partial disabilities, said claimant has been partially incapacitated from her usual and customary activities and will continue to be incapacitated in the future as a result of the aforesaid injuries and permanent disabilities the future earning capacity, profession, livelihood, and social and personal endeavors, hobbies and activities of said claimant will be partially and/or permanently impaired, and as a result of all of the aforesaid the claimant, Jacqayla Petteway has otherwise been damaged in a sum which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein.

25. Claimant Jacqayla Petteway suffered various injuries as a result of the collision on April 21, 2025, which included but not limited to cervical spine; thoracic spine; lumbar spine; upper extremities; lower extremities etc.
26. On or about April 21, 2025 at approximately 1:54 p.m. Nicholas Specht acted within the course and scope of his duties of the respondents and

acted an agent, servant and/or employee of the respondents and or TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST TOWN OF AMHERST ENGINEERING DEPARTMENT.

27. The incident in which personal injuries were sustained by the claimant, JACQAYLA PETTEWAY, occurred on or about April 21, 2025, when the claimant JACQAYLA PETTEWAY was injured as the result of a motor vehicle collision that occurred on April 21, 2025 on Wehrle Drive near its intersection with Aero (approximately 270 feet away from), located within the Town of Amherst, County of Erie, State of New York at approximately 1:54 p.m. on April 21, 2025.
28. At all times herein relevant, NICHOLAS SPECHT acted within the course and scope of his duties of the respondents COUNTY OF ERIE; ERIE COUNTY HIGHWAY DEPARTMENT; COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS AND OR NEW YORK STATE DEPARTMENT OF TRANSPORTATION and or TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST and or TOWN OF AMHERST ENGINEERING DEPARTMENT and acted an agent, servant, employee OF TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST and TOWN OF AMHERST ENGINEERING DEPARTMENT.

29. On or about April 21, 2025, NICHOLAS SPECHT was the operator of the respondent vehicle, a certain motor vehicle, 2015 Ford.
30. On or about April 21, 2025, NICHOLAS SPECHT while acting as an agent, servant, employee, contractor and/or the direction of the TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST and or TOWN OF AMHERST ENGINEERING DEPARTMENT was the operator of the respondent vehicle, 2015 Ford with the knowledge, permission and consent of the respondent owners.
31. On or about April 21, 2025 at approximately 1:54 p.m., claimant JACAYLA PETTEWAY operated the claimant vehicle, a 2023 Land Rover bearing New York State license plate number LLT5971 on Wehrle Drive at or near its intersection with Aero Drive , in the Town of Amherst, County of Erie, State of New York.
32. On or about April 21, 2025 at approximately 1:54 p.m. NICHOLAS SPECHT operated the respondent vehicle, a 2015 Ford on Wehrle Drive at or near its intersection with Aero, in the Town of Amherst, County of Erie, State of New York.
33. On or about April 21, 2025, at approximately 1:54 p.m. the respondent vehicle, a 2015 Ford operated by NICHOLAS SPECHT, came into contact with the claimant vehicle, a 2023 Land Rover bearing New York State license plate number LLT5971 operated by claimant JACQAYLA

PETTEWAY while on Wehrle Drive at or near its intersection with Aero Drive in the Town of Amherst, County of Erie, State of New York.

34. The incident described above, including but not limited to Paragraphs 21 and 33 above occurred solely as a result of the negligence or recklessness of respondents COUNTY OF ERIE; ERIE COUNTY HIGHWAY DEPARTMENT; COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS AND OR STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT and/or AMHERST HIGHWAY DEPARTMENT and or TOWN OF AMHERST and or Town of Amherst Highway Department and/or NICHOLAS SPECHT without any negligence attributable in any measure to claimant.
35. As a result of the incident described in paragraphs 21 and 33 claimant JACQAYLA PETTEWAY has sustained a loss in excess of the Basic Economic Loss as defined by the New York State Insurance Law.
36. Claimant JACQAYLA PETTEWAY has suffered a "serious injury" within the meaning of the Insurance Law of the State of New York.
37. As a result of the accident described in paragraphs 21 and 33 claimant JACQAYLA PETTEWAY sustained serious injuries which necessitated various, significant medical treatments.
38. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR §1602 applies.
39. As a result of the negligence and/or recklessness of respondents as alleged above, claimant JACQAYLA PETTEWAY was injured, and has suffered

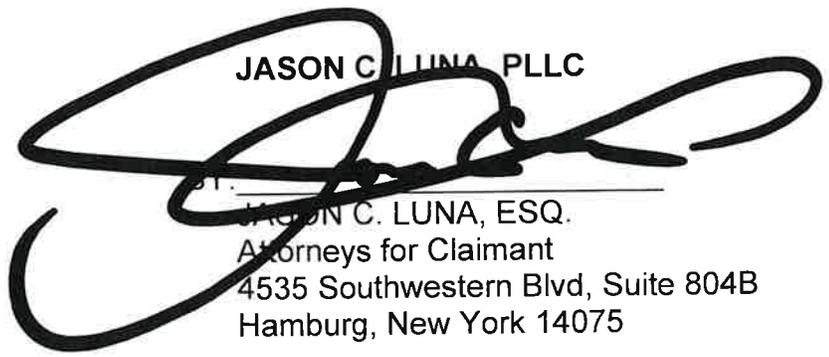
damages in the amount which exceeds the monetary jurisdictional limits of all lower Courts of the State of New York.

40. Upon information and belief, claimant will be obligated to incur further medical expenses including drugs, medicines, possible surgeries, and medical treatment and care, the amount of which cannot be reasonably calculated at this time.

TAKE NOTICE that claimant demands payment of his claim as set forth above.

DATED: Hamburg, New York  
June 19, 2025

Yours, etc.

  
JASON C. LUNA, PLLC

JASON C. LUNA, ESQ.

Attorneys for Claimant

4535 Southwestern Blvd, Suite 804B

Hamburg, New York 14075

VERIFICATION

STATE OF NEW YORK )  
COUNTY OF ERIE : SS.  
CITY OF BUFFALO )

JACQUAULA PETTEWAY being duly sworn, deposes and says that she is the claimant in the within action; that he has read the foregoing NOTICE OF CLAIM and knows the contents thereof; that the same is true to the knowledge of the deponent, except as to the matters therein stated to be alleged on information and belief, and that as to those matters she believes to be true.

  
JACQAYLA PETTEWAY

STATE OF NEW YORK )  
COUNTY OF ERIE :SS.  
CITY OF BUFFALO )

On the 19 day of June, in the year 2025, before me, the undersigned, JACQAYLA PETTEWAY, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public/Commissioner of Deeds

JASON C. LUNA, ESQ.  
Notary Public State of New York  
Qualified in Erie County  
My Commission Expires Feb. 22, 2026



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 3, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Reddick, Raheem v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Raheem Reddick 305 Perry Street Buffalo, New York 14204
Claimant's attorney:	Adam DelleBovi, Esq. Lewis & Lewis, PC 800 Cathedral Park Tower 37 Franklin Street Buffalo, New York 14202

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

**RAHEEM REDDICK,**

Claimant,

**NOTICE OF CLAIM**

vs.

**CITY OF BUFFALO,  
BUFFALO MUNICIPAL HOUSING AUTHORITY,  
BUFFALO SEWER AUTHORITY,  
ERIE COUNTY WATER AUTHORITY,  
COUNTY OF ERIE,**

Respondents.

---

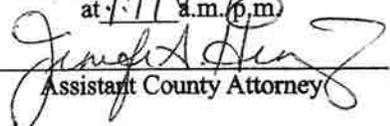
**TO: City of Buffalo  
Law Department  
65 Niagara Square, Room 1100  
Buffalo, New York 14202**

**Buffalo Municipal Housing Authority  
300 Perry Street  
Buffalo, New York 14204**

**Buffalo Sewer Authority  
City Hall, Room 1038  
Buffalo, New York 14202**

**Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203**

**County of Erie  
Department of Law  
95 Franklin Street, Room 1634  
Buffalo, New York 14202**

This paper received at the  
Erie County Attorney's Office  
from Paul D. Filipo on  
the 30<sup>th</sup> day of July, 2025  
at 1:17 a.m./p.m.  
  
Assistant County Attorney

**PLEASE TAKE NOTICE**, that RAHEEM REDDICK, by and through his attorneys, LEWIS & LEWIS, P.C., hereby makes claims and demands against CITY OF BUFFALO, BUFFALO MUNICIPAL HOUSING AUTHORITY, BUFFALO SEWER AUTHORITY, ERIE COUNTY WATER AUTHORITY and COUNTY OF ERIE, as follows:

1. The name and post-office address of the claimant is as follows: RAHEEM REDDICK, 305 Perry Street, Buffalo, New York 14204. The claimant's date of birth is June 25, 1990. The name, post-office address and telephone number of the claimant's attorneys is LEWIS & LEWIS, P.C., Adam DelleBovi, Esq., 800 Cathedral Park Tower, 37 Franklin Street, Buffalo, New York, 14202; (716) 854-2100.

2. The nature of the claim is as follows: Upon information and belief, claimant, RAHEEM REDDICK, did sustain personal injuries and damages as a result of the carelessness, recklessness and negligence of CITY OF BUFFALO, BUFFALO MUNICIPAL HOUSING AUTHORITY, BUFFALO SEWER AUTHORITY, ERIE COUNTY WATER AUTHORITY and COUNTY OF ERIE including but not limited injuries to RAHEEM REDDICK'S left leg, left knee, left hip, back and right rib(s).

Upon information and belief, the respondent's negligence and culpable conduct includes: creating a dangerous, hazardous and/or defective condition; failing to warn or protect claimant, RAHEEM REDDICK, against a dangerous, hazardous and/or defective condition; violation of Labor Law §§ 200, 240(1), and 241(6); all of which caused injury to Claimant.

3. The facts and circumstances of this claim are as follows: Upon information and belief, on or about May 9, 2025, while claimant, RAHEEM REDDICK, was in the course of his employment for Tom Rall Contracting, at the Perry Street Homes project, also known as Commodore Perry Homes, on Perry Street in Buffalo, New York, the claimant, RAHEEM

REDDICK, was caused to fall into an uncovered manhole and suffer personal injuries, including but not limited to his left leg, left knee, left hip, back and right rib(s).

Upon information and belief, CITY OF BUFFALO, BUFFALO MUNICIPAL HOUSING AUTHORITY, BUFFALO SEWER AUTHORITY, ERIE COUNTY WATER AUTHORITY and COUNTY OF ERIE, owned, operated, controlled and maintained the roadway and manhole on Perry Street in Buffalo, New York. The respondents had and breached its duty to maintain the subject roadway and manhole in a reasonably safe condition. The respondents had and breached its duty to warn Claimant of the dangerous and defective condition posed by the uncovered manhole on Perry Street in Buffalo, New York. Further, the respondents failed to construct, shore, equip, guard, arrange, operate and conduct the area where Claimant worked so as to provide reasonable and adequate protection and safety to Claimant in violation of New York Labor Law.

4. The items of damages and injuries sustained by Claimant, RAHEEM REDDICK, are as follows: painful bodily injury; left leg injury left knee injury; left hip injury; back injury; right rib(s) injury; conscious pain and suffering; economic loss; future loss of enjoyment of life; future economic loss; and other damages and injuries that are as of yet unascertainable. In addition, the claimant has and will incur future medical expenses as a result of this incident and will require further medical treatment. Upon information and belief, the claimant's injuries and damages are and may be, in all or some respects, permanent, progressive and ongoing in nature relating directly to the incident and negligence described herein.

5. The claimant presents this claim and demands payment and notifies the respondents that unless this claim is adjusted within 30 days from the date of service of this notice, it is the intention of the claimant to commence an action against the respondents.

DATED: Buffalo, New York  
July 29, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Adam DelleBovi", written over a horizontal line.

Adam DelleBovi Esq.  
LEWIS & LEWIS, P.C. on behalf of  
Claimant, Raheem Reddick.



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 3, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Secord-Zito, Lisa v. Deputy Aaron M. Ellis</i>
Document Received:	Summons and Complaint
Name of Claimant:	Lisa Secord-Zito
Claimant's attorney:	Fred Lichtmacher, Esq. The Law Office of Fred Lichtmacher P.C. 159 West 25 <sup>th</sup> Street, Room 510 New York, New York 10001

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of New York

Lisa Secord-Zito

Plaintiff(s)

v.

Erie County Deputy Sheriff Aaron M. Ellis

Defendant(s)

Civil Action No. 25-cv-761

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Erie County Deputy Sheriff Aaron M. Ellis Erie County Sheriff's Office
10 Delaware Avenue
Buffalo, NY 14202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Fred Lichtmacher
The Law Office of Fred Lichtmacher PC
159 West 25th Street Room 510
New York NY 10001

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



CLERK OF COURT

Date: 08/19/2025

Handwritten signature of Mary Choewenguth

Signature of Clerk or Deputy Clerk

Handwritten signature of Mary Choewenguth

Civil Action No. 25-cv-761

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

-----X  
LISA ZITO-SECORD,

Plaintiff,

**COMPLAINT**

**JURY TRIAL DEMANDED**

-against-

ERIE COUNTY DEPUTY SHERIFF AARON M. ELIS,

Defendant.  
-----X

Plaintiff, LISA ZITO-SECORD by her attorney, Fred Lichtmacher of The Law Office of Fred Lichtmacher P.C., complaining of the Defendant herein, respectfully alleges as follows:

**JURISDICTION AND VENUE**

1. Jurisdiction is founded upon the existence of a Federal Question.
2. This is an action to redress the deprivation under color of statute, ordinance, regulation, custom, or usage of rights, privileges, and immunities secured to Plaintiff by the Fourth and Fourteenth Amendments to the Constitution of the United States pursuant to 42 U.S.C. § 1983.
3. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1343(a) (3 & 4).
4. Venue is appropriate in the Western District of New York pursuant to 28 U.S.C. §1391 (b) (2), as events forming the basis of this Complaint occurred in the Western District.

**PARTIES**

5. Plaintiff Lisa Zito-Secord was at all times relevant a resident of Erie County in the State of New York.

6. Defendant Erie County Deputy Sheriff Aaron M. Elis, was at all times relevant an employee of the Erie County Sheriff's Department, and at all times relevant he was acting as a state actor acting under color of law.

7. This action arises under the United States Constitution, particularly under the provisions of the Fourth Amendment and under the Civil Rights Act, Title 42 of the United States Code, Section 1983.

**FACTS UNDERLYING  
PLAINTIFF'S CLAIMS FOR RELIEF**

8. On August 30, 2022 at approximately 2 a.m. two members of the Erie County Sheriff's Department including Defendant Erie County Deputy Sheriff Aaron M. Elis (Deputy Sheriff Elis) and his partner presented at the home of Ms. Zito, in Holland New York who had been in a verbal dispute with her boyfriend.

9. The dispute was not physical and had ended prior to the deputy sheriffs' arrival and at that time, the Plaintiff and her boyfriend were resting quietly watching TV when the Defendant and his partner arrived.

10. The deputy sheriffs knocked on the door and were permitted to enter when Ms. Zito-Second opened the door.

11. After they entered the house, Defendant Deputy Sheriff Elis pointed a flashlight at Ms. Zito-Second's face, which she explained to the Defendant was harmful to her as she is epileptic and shining a flashlight in her eyes can cause her to have a seizure.

12. However, Defendant Deputy Sheriff Elis, sadistically, and without a legitimate law enforcement purpose, continued to shine the flashlight in the Plaintiff's face.

13. Not wanting to have an epileptic seizure, Plaintiff took her pillow and went outside of her home

and lay on the grass in her yard to escape what was being done to her.

14. Despite the fact that she had not committed a crime, the Defendant handcuffed the Plaintiff's left wrist, and then grabbed her right hand while squeezing it so tightly he caused multiple fractures to her wrist and hand, and handcuffed her right wrist unnecessarily tightly as she screamed out in pain.

15. Plaintiff, who was in immense pain, repeatedly begged the Defendant to loosen the excessively tightened handcuffs but he refused.

16. Plaintiff is extremely light, fragile and not healthy.

17. Plaintiff was placed in the Defendant's vehicle and driven by the Defendant to the hospital.

18. Plaintiff repeatedly urged the Defendant to apply her seatbelt something she could not do herself with her hands handcuffed behind her.

19. The route to the hospital went over bumpy roads, and without a seat belt on, the Plaintiff was having her injuries painfully exacerbated during the ride as she was involuntarily bounced around in the vehicle.

20. Plaintiff repeatedly asked for the seat belt to be secured around her but the Defendant refused and seemed to enjoy having the Plaintiff experience pain while in the car.

21. When they arrived at the hospital the Defendant falsely reported to the hospital staff that Plaintiff became injured when she fell.

22. Plaintiff's injuries caused by the Defendant have necessitated frequent medical treatment which she still is receiving to the present date, and the use of her right hand is still limited due to the injuries the Defendant inflicted on her.

**FIRST CLAIM FOR RELIEF ON BEHALF OF PLAINTIFF  
VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS  
TO THE UNITED STATES CONSTITUTION**

**VIA THE USE OF EXCESSIVE, UNREASONABLE AND UNNECESSARY FORCE**

23. Plaintiff repeats, reiterates and realleges each and every allegation contained in the prior paragraphs as if fully stated herein.
24. Plaintiff's rights have been violated pursuant to the Fourth Amendment to the United States Constitution made applicable to the states by virtue of the Fourteenth Amendment pursuant to 42 U.S.C. § 1983, due to her being subjected to excessive, unreasonable and unnecessary force.
25. Plaintiff's hand was intentionally and unnecessarily squeezed causing severe injuries to the Plaintiff.
26. Defendant refused to loosen the overly tightened handcuffs despite Plaintiff's urging, exacerbating her pain and injuries.
27. Defendant intentionally refused to seatbelt the Plaintiff despite her requests and despite being informed the ride was causing her to be thrown around in the vehicle exacerbating her physical injuries.
28. As a direct consequence of defendant's actions, Plaintiff was deprived of rights, privileges and immunities pursuant to the Fourth Amendment to the United States Constitution, and more particularly, her right to be free from the use of excessive, and unreasonable force.
29. As a result of Defendant's actions, plaintiff sustained various physical injuries, including pain, suffering, long term injuries, emotional harms, and the need for ongoing medical care.
30. By reason of the aforesaid, the Plaintiff has been damaged and is entitled to compensatory damages in a sum of not less than \$500,000.00 (FIVE HUNDRED THOUSAND) DOLLARS and punitive damages in an amount to be determined at trial and Plaintiff is entitled to an award of attorneys' fees and costs pursuant to 42 USC §1988.

**SECOND CLAIM FOR RELIEF ON BEHALF OF PLAINTIFF**

**VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS  
TO THE UNITED STATES CONSTITUTION  
VIA FALSE ARREST**

31. Plaintiff repeats, reiterates and realleges each and every allegation contained in the prior paragraphs as if fully stated herein.

32. Plaintiff's decedent's rights have been violated pursuant to the Fourth Amendment to the United States Constitution made applicable to the states by virtue of the Fourteenth Amendment pursuant to 42 U.S.C. § 1983, due to her being subjected to a false arrest.

33. Defendant, subjected the Plaintiff to a false arrest without probable cause to believe she had committed a crime, in that 1) the Defendant intended to confine the Plaintiff, (2) the Plaintiff was conscious of the confinement, (3) the Plaintiff did not consent to the confinement and (4) the confinement was not otherwise privileged.

34. As a result of the Defendant's actions Plaintiff was denied her rights under the Fourth and Fourteenth Amendments to the U.S. Constitution

35. Defendant's actions resulted in the Plaintiff being arrested, and handcuffed, caused her to fear going to jail, and Defendant's actions resulted in various emotional damages to the Plaintiff.

36. By reason of the aforesaid, the Plaintiff has been damaged and is entitled to compensatory damages in the amount of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, an award of punitive damages against the Defendant and an award of costs and attorneys' fees is appropriate pursuant to 42 U.S.C. §1988.

**WHEREFORE**, Plaintiff respectfully request that judgment be entered as follows:

- (A) Declaratory relief finding that Plaintiff's rights under the United States Constitution were violated;

- (B) Compensatory damages to be determined at trial in a sum not less than \$600,000.00 (SIX HUNDRED THOUSAND) DOLLARS;
- (C) By reason of the wanton, willful and malicious character of the conduct complained of herein, Plaintiff is entitled to an award of punitive damages against the Defendant in an amount to be determined by the trier of fact;
- (D) An award to Plaintiff of the costs and disbursements herein;
- (E) An award of attorneys' fees under 42 U.S.C. §1988; and
- (F) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
August 18, 2025

/ s /  
\_\_\_\_\_  
FRED LICHTMACHER  
The Law Office of Fred Lichtmacher P.C.  
Attorney for Plaintiff  
159 West 25<sup>th</sup> Street Room 510  
New York, New York 10001  
Tel. No. (212) 922-9066  
[Empirestatt@aol.com](mailto:Empirestatt@aol.com)

ERIE COUNTY DEPUTY SHERIFF AARON M. ELIS  
Erie County Sheriff's Office  
10 Delaware Avenue  
Buffalo, NY 14202



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 5, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Buczek, Daniel Richard v. Town of Hamburg, Daniel Celani, ADA, et al.</i>
Document Received:	Summons and Complaint
Name of Claimant:	Daniel Richard Buczek PO Box 73 North Evans, New York 14112
Claimant's attorney:	Claimant is proceeding <i>pro se</i> .

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



UNITED STATES DISTRICT COURT

for the  
Western District of New York

RECEIVED  
AUG 29 2025

ERIE COUNTY  
DEPARTMENT OF LAW

Daniel Richard Buczek,

Plaintiff(s)

v.

THE TOWN OF HAMBURG, et al.

Defendant(s)

Civil Action No.

25 CV 715

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NATASHA GERI GREENAN in her individual capacity and  
official capacity as Assistant District Attorney  
Erie County DA's Office  
25 Delaware Avenue  
Buffalo, New York 14202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Daniel Richard Buczek  
PO Box 73  
North Evans New York [14112]

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

*Mary C. Hoewengeth*

Signature of Clerk or Deputy Clerk

Date: AUG 1 2025





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 17, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

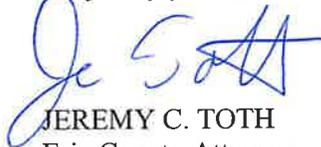
Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Broikos, Gregory G. v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Gregory G. Broikos 97 Stuyvesant Road Pittsford, New York 14534
Claimant's attorney:	Joseph (Jed) E. Dietrich, III, Esq. The Dietrich Law Firm 101 John James Audubon Parkway Buffalo, New York 14228

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE  
\*\*\*\*\*

**GREGORY G. BROIKOS,**

Claimant,

**NOTICE OF CLAIM**

vs.

**ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT,  
VILLAGE OF BLASDELL,  
CITY OF LACKAWANNA,  
TOWN OF HAMBURG  
CITY OF BUFFALO and  
COUNTY OF ERIE,**

Respondents.

\*\*\*\*\*

**PLEASE TAKE NOTICE** that the above-named Claimant claims and demands from the Erie County Division of Sewerage Management, the Village of Blasdell, the City of Lackawanna, the Town of Hamburg, the City of Buffalo, and/or the County of Erie, State of New York recompense for personal injuries sustained by Claimant by reason of the wrongful, unlawful, negligent and careless acts and omissions of respondents, their agents, servants and/or employees, and in support thereof Claimant states:

1. The address of the Claimant is 97 Stuyvesant Road, Pittsford, New York 14534.
2. The Claimant is represented by The Dietrich Law Firm P.C., 101 John James Audubon Parkway, Amherst, New York 14228, (716) 839-3939.

3. The incident in which personal injuries were sustained by the Claimant occurred on or about July 7, 2025, at approximately 2:00 p.m., while the Claimant was riding a hydrofoil on Lake Erie. After launching from Woodlawn Beach State Park at 3580 Lake Shore Rd, in the Village of Blasdell, the County of Erie, and the State of New York, the Claimant rode the hydrofoil around Lake Erie when the wing of his hydrofoil hit an unmarked, unwarned of and/or inadequately marked section of metal submerged approximately two feet below the water's surface about 400yds to 500yds offshore from Woodlawn Beach State Park, in front of the lifeguard tower, causing severe injuries to the Claimant. Attached hereto and incorporated herein as Exhibit A is a video identifying the subject defective condition taken on a date and time following the subject incident. The Exhibit A is provided on the attached CD.

4. By virtue of the recklessness and/or negligence of the employees, agents and/or servants of the respondents, the Claimant has incurred medical and hospital expenses, which are to date undetermined, and will incur loss of earnings, impairment of health and permanent, serious, and significant injuries.

5. Upon information and belief, the Claimant will be obligated further medical expenses including drugs, medicines and prosthetic devices, the amount of which cannot be reasonably calculated at this time.

**TAKE NOTICE** that Claimant demands payment of his claim as set forth above.

Dated: July 17, 2025

By:   
**THE DIETRICH LAW FIRM P.C.**  
**Nicholas J. Shemik, Esq.**  
Attorneys for Claimant  
101 John James Audubon Parkway,  
Amherst, New York 14228  
(716) 839-3939

To: **JEREMY C. TOTH, ESQ.**  
Erie County Attorney  
95 Franklin Street, Room 1634  
Buffalo, New York 14202

Attorney for the Village of Blasdell  
121 Miriam Avenue,  
Buffalo, New York 14219

**ARIANNA KWIATKOWSKI, ESQ.**  
Lackawanna City Attorney  
714 Ridge Road,  
Lackawanna, New York 14218

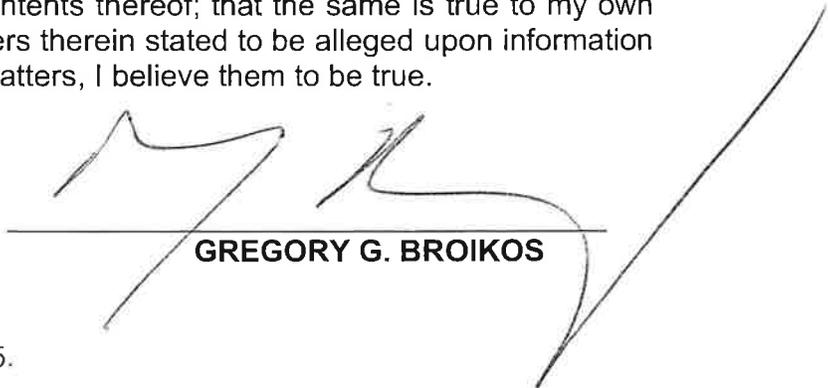
**KEN FARRELL, ESQ.**  
Hamburg Town Attorney  
6100 South Park Avenue  
Hamburg, New York 14075

**CAVETTE CHAMBERS, ESQ.**  
City of Buffalo Corporation Counsel  
65 Niagara Square, Room 215  
Buffalo, New York 14202

**VERIFICATION**

STATE OF NEW YORK )  
COUNTY OF Monroe

**GREGORY G. BROIKOS**, being duly sworn, deposes and says: I am the claimant herein; that I have read the foregoing **Notice of Claim against the County of Erie** and know the contents thereof; that the same is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief; and that as to those matters, I believe them to be true.

  
\_\_\_\_\_  
**GREGORY G. BROIKOS**

Sworn to before me this  
1 day of August, 2025.

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

**MEGHAN E WARD**  
Notary Public, State of New York  
Qualified in Monroe County  
No. 01WA0036264  
Commission Expires April 17, 2029



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

September 17, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Volpe, Dominic v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Dominic Volpe 73 Wiesner Road Lackawanna, New York 14218
Claimant's attorney:	Brittany L. Penberthy, Esq. Penberthy Law Group LLP 227 Niagara Street Buffalo, New York 14201

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

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In the Matter of the Claim of

DOMINIC VOLPE

**NOTICE OF CLAIM**

Claimant,

vs.

COUNTY OF ERIE  
ERIE COUNTY SHERIFF'S OFFICE,  
ERIE COUNTY SHERIFF JOHN GARCIA, individually and in official capacity

Respondents.

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TO: COUNTY OF ERIE, ERIE COUNTY SHERIFF'S OFFICE, and ERIE COUNTY SHERIFF JOHN GARCIA, individually and in his official capacity

PLEASE TAKE NOTICE, that DOMINIC VOLPE, has and hereby makes claim against the COUNTY OF ERIE, ERIE COUNTY SHERIFF'S OFFICE, and ERIE COUNTY SHERIFF JOHN GARCIA, individually and in his official capacity, and in support of said claim states the following:

1. The post office address of the Claimant is 73 Weisner Road, Lackawanna, New York 14218.
2. The attorneys for the Claimant are PENBERTHY LAW GROUP LLP, and their post office address is 227 Niagara Street Buffalo, New York 14201.
3. The claim of DOMINIC VOLPE, is for personal injuries and for consequential damages generally.

4. The claim arose at Erie County Correctional Facility, 11581 Walden Avenue Alden, Village of Alden, County of Erie and State of New York.

5. The claim arose in substance as follows: On or about June 6, 2025, the Claimant was caused to slip and fall within the "Hotel" unit of Erie County Correctional Facility, due to a faulty shower curtain, shower lip, and wet floor, when said wet floor lacked the proper matting. Upon information and belief. Respondents photographed the incident scene immediately thereafter, including the dangerous conditions therein.

6. Upon information and belief, the incident herein described and the resultant injuries sustained were caused as a result of the negligence, carelessness, reckless disregard and/or on the part of the agents, servants and/or employees of the COUNTY OF ERIE, ERIE COUNTY SHERIFF'S OFFICE, and ERIE COUNTY SHERIFF TIMOTHY B. HOWARD.

7. Upon information and belief, as a result of the aforesaid incident, DOMINIC VOLPE sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, Claimant requests that COUNTY OF ERIE, ERIE COUNTY SHERIFF'S OFFICE, and ERIE COUNTY SHERIFF JOHN GARCIA honor and pay the claims of DOMINIC VOLPE.

DATED: Buffalo, New York  
August 20, 2025

PENBERTHY LAW GROUP LLP

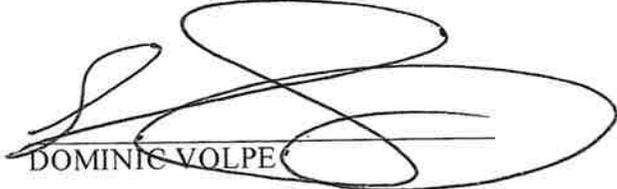
By:   
BRITTANY LEE PENBERTHY, ESQ.  
Attorneys for Claimant

Office and P.O. Address  
227 Niagara Street  
Buffalo, New York 14201  
(716) 803-8400

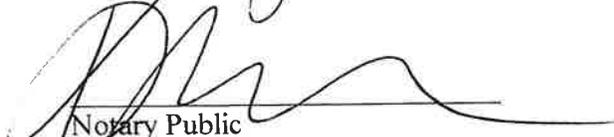
VERIFICATION

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ERIE CORRECTIONAL FACILITY )

**DOMINIC VOLPE**, being duly sworn, deposes and says that he is the claimant above named; he has read the foregoing claim and knows the contents thereof; the same is true to the knowledge of the claimant except for the matters herein alleged upon information and belief, and as to those matters, he believes them to be true.

  
DOMINIC VOLPE

Sworn to before me this  
25<sup>th</sup> day of August, 2025.

  
Notary Public

**Kimberly A. Ralph**  
Notary Public - State of New York  
No.: 01RA6348219  
Qualified in Erie County  
My Commission Expires on September 19, 2024.

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19D-2

COUNTY ATTORNEY

Opinion as to Form Local Law Intro. No. 7-2  
2024

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Attachments

25COMM. 19D-2

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EC LEG OCT 14 '25 AM 8:46

JEREMY C. TOTH  
COUNTY ATTORNEY

## COUNTY OF ERIE

DEPARTMENT OF LAW

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

October 13, 2025

***Via Email Only***

Hon. Timothy J. Meyers, Chairman  
Erie County Legislature  
Old Erie County Hall  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**Re: Opinion as to Form Local Law Intro No 7-2 2024**

Dear Chairman Meyers:

In accordance with the obligations of the Erie County Attorney set forth in subsection 3, Section 204 of Article 2 of the Erie County Charter, this legal opinion concerns Local Law Intro No. 7-2 2024 (7-2).

Preemption

Under New York state law, preemption occurs when a local law directly conflicts with a state statute, or where a state statute expressly states that local laws on a given subject matter are preempted. Preemption can also occur where the State Legislature has assumed full regulatory responsibility in a field related to the proposed local law.

Here, 7-2 does not present any direct conflicts with state statute and since the State Legislature has not taken specific action to assume sole regulatory authority on this topic, 7-2 does not present a preemption issue of concern.

Grammar

The stated purpose of 7-2 is to expand penalties for speed contests, stunt behavior, and other reckless driving behaviors that endanger Erie County residents. We find the grammar and usage of 7-2 to be sufficient in order to achieve the stated purpose.

Ambiguities

While every hypothetical circumstance or eventuality cannot be addressed in the scope of this opinion, 7-2 does not present any facial ambiguities that would frustrate its implementation and enforcement.

Conclusion

We find that Local Law Intro. 7-2 2024 is sufficient as to form.

Very truly yours,  
JEREMY C. TOTH  
Erie County Attorney



By: Gregory P Kammer  
Assistant Erie County Attorney

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19D-3	DIRECTOR OF BUDGET & MANAGEMENT	August 2025 Budget Monitoring Report
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Attachments

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25COMM. 19D-3

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# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

October 17, 2025

Erie County Legislature  
92 Franklin Street  
Buffalo, NY 14202

**Re: August 2025 Budget Monitoring Report**

Dear Honorable Members:

Please find attached the Budget Monitoring Report (BMR) for the period ending August 31, 2025. Additionally, please see the position vacancy report as of August 31, 2025.

The BMR shows that for the first eight (8) months of 2025 the County has a \$25,267,550 positive variance and can be attributed to several key factors.

First, sales tax growth remains a significant source of positive variance in spite of a particularly negative 3<sup>rd</sup> quarter reconciliation period where receipts declined by 15.4% or \$4.4 million compared to last year's reconciliation. A negative reconciliation was anticipated because 1) how significantly positive last year's was (20.6% or \$4.8 million growth) and 2) how strong regular sales tax payments had been earlier in the quarter (growth of 6.1% in June and 9.3% in July). Final August related payments declined 2.53% (or -\$1.6 million) and overall growth declined to 4.5% or \$18.2 million (from 5.7% and \$19.8 million in July) year-to-date through August. The positive budget variance declined by \$500,000 (from \$14.3 million) to \$13.8 million.

As has been noted in recent BMRs, it is reasonable to surmise that this reconciliation period is the beginning of the anticipated downward trend in sales tax growth as the impacts of tariffs, reduced international travel, and other federal decisions that are resulting in the overall slowing of the economy are realized.

Also, on the positive, Interest Earnings revenue shows a positive variance of nearly \$7.8 million for the period and has exceeded the annual budgeted amount of \$10 million (current actuals of \$14.4 million) by \$4.4 million through the first eight (8) months of the year. While we should expect Interest Earnings to continue to be a significant source of overall positive variance within the 2025 Adopted Budget, reduced cash available for investments as appropriated funds are expended coupled with reduced interest rates will reduce overall earnings compared to the past few years. At this point, we should expect an overall surplus at year-end in the \$10-11 million range whereas we ended 2024 with nearly double the surplus at \$17.1 million.

Additionally, the County has realized \$3.8 million in county-share savings for the period on total personnel related costs which can be mostly attributed to vacancy savings.

This overall positive variance is also in spite of the negative trend on overtime which has now grown to a \$4 million negative variance through August is almost exclusively attributable to the Sheriff's Office. Particularly troubling is that the Sheriff's Police Services Division has already exceeded its annual budget of \$6 million by more than \$300,000 through just 2/3rds of the year. Based on this trend, unless the Sheriff's Office takes corrective actions, I would expect overtime costs to reach approximately \$10 million which would exceed budget by around 60% or \$3-4 million by year-end.

Other notable departments demonstrating negative overtime trends through July include: Sheriff's Jail Management by \$1.8 million, Clerk's Auto Bureau by \$185,873, Health Division by \$119,813, Emergency Medical Services Division by \$86,974, Youth Detention by \$82,248, Buildings & Grounds by \$55,685, Probation by \$45,889 and Clerk's Registrar by \$39,987.

Additionally, we now anticipate several additional Disproportionate Share Hospital (DSH) payments to occur over the final quarter of the year as Erie County Medical Center Corporation contends with a particularly acute cash flow crisis that is partially a result of the significant claw-back from overpayment related to SFY 2021-22 payments upon final audit by the Centers for Medicare and Medicaid Services. The amounts and timing of these payments are not fully known and have, subsequently, been impacted by the Federal Government shutdown. Given the impact that these unbudgeted payments could have on year-end results, we have decided to delay our initial year-end projections until the September BMR to be released in November.

Additionally, I would like to note that despite the Legislature, subsequently, adopting INTRO 5-8 (2025), which certified \$672,302 in mortgage tax collection expenses and thus allowing for the retention of a like amount, the Clerk's Office has continued its declination of withholding any mortgage tax revenues to cover County costs, which would result in a year-end negative variance of \$1.6 million.

I think it is also important to note that despite the early positive variance, we continue to be concerned about the potential costs associated with further federal aid cuts including those as part of the Concurrent Resolution on the Budget for FY25 (the "One Big Beautiful Bill Act" or OBBB) signed into law earlier this year.

The National Association of Counties (NACO), a non-partisan organization calls OBBB the "Big Shift" because it shifts current financial obligations for programs like Medicaid and SNAP from the federal government to states and county governments, at the same time it also requires county governments to perform more work. Erie County government, like most other county governments, is particularly vulnerable to this law because we serve as the front line for implementing federal and state health and human services programs. OBBB's combination of deep federal spending cuts, increased administrative burdens, and new mandates will likely put future County budgets under immense strain.

We now believe that the most significant impacts of this law will begin to be realized beginning the later part of 2026 and may lead to significant gaps in 2027 and beyond. While we are able to quantify certain impacts of this Law (specifically those associated with the SNAP program), those related to Medicaid and other programs are still unknown because they will be entirely dependent on future state actions.

In the meantime, we will continue to work communicate with our various county advocacy organizations such as NACO and NYSAC to better understand both the magnitude and timing of potential impacts.

As always, I am available to attend a meeting of your Honorable Body's Finance and Management Committee to report on the BMR or any other fiscal matters.

Sincerely,



Mark Cornell  
Director of Budget and Management

cc: County Executive Mark C. Poloncarz  
Erie County Fiscal Stability Authority

# ERIE COUNTY

## January-August 2025 Budget Monitoring Report (BMR)

### Summary by Account Type

Account Type	Annual Budget	Period Budget		Actuals	Period Available Budget		% of Period Budget Consumed		% of Annual Budget Consumed	
		January-August	January-August		January-August	Available Budget	Consumed	Available Budget	Consumed	
<b>Revenue</b>										
Property Tax	(311,851,561)	(311,851,561)	(311,851,561)	0			100%		(0)	100%
Property Tax Related	(18,152,176)	(6,102,969)	(5,630,269)	(472,700)			92%		(12,521,907)	31%
Sales Tax	(625,895,246)	(417,093,917)	(430,927,690)	13,833,773			103%		(194,967,556)	69%
Sales Tax to Local Govt.	(432,451,271)	(300,800,489)	(297,727,905)	(3,072,585)			99%		(134,723,366)	69%
Other Sources	(58,900,155)	(40,541,354)	(52,700,974)	12,159,620			130%		(6,199,181)	89%
Fees, Fines or Charges	(37,985,152)	(28,049,071)	(28,830,376)	781,305			103%		(9,154,776)	76%
<b>Local Source Revenue</b>	<b>(1,485,235,561)</b>	<b>(1,104,439,362)</b>	<b>(1,127,668,774)</b>	<b>23,229,412</b>			<b>102%</b>		<b>(357,566,787)</b>	<b>76%</b>
<b>Federal Revenue</b>	<b>(247,759,336)</b>	<b>(164,595,451)</b>	<b>(165,176,843)</b>	<b>581,392</b>			<b>100%</b>		<b>(82,582,493)</b>	<b>67%</b>
<b>State Revenue</b>	<b>(252,537,457)</b>	<b>(170,957,014)</b>	<b>(165,947,454)</b>	<b>(5,009,560)</b>			<b>97%</b>		<b>(86,590,002)</b>	<b>66%</b>
<b>Interfund Revenue</b>	<b>(5,801,385)</b>	<b>(5,370,483)</b>	<b>(5,370,483)</b>	<b>0</b>			<b>100%</b>		<b>(430,902)</b>	<b>93%</b>
<b>County Revenue</b>	<b>(1,991,333,738)</b>	<b>(1,445,362,309)</b>	<b>(1,464,163,554)</b>	<b>18,801,245</b>			<b>101%</b>		<b>(527,170,184)</b>	<b>74%</b>
<b>Expenses</b>										
Salaries	312,434,795	203,392,631	186,101,452	17,291,179			91%		126,333,343	60%
Non-Salaries	38,855,922	25,540,351	28,945,626	(3,405,275)			113%		9,910,296	74%
Countywide Adjustments	(9,094,961)	(6,965,776)	0	(6,965,776)			0%		(9,094,961)	0%
<b>Personnel Related Expense</b>	<b>342,195,756</b>	<b>221,967,206</b>	<b>215,047,079</b>	<b>6,920,128</b>			<b>97%</b>		<b>127,148,678</b>	<b>63%</b>
<b>Fringe Benefit Total</b>	<b>174,403,892</b>	<b>106,762,565</b>	<b>97,666,362</b>	<b>9,096,204</b>			<b>91%</b>		<b>76,737,530</b>	<b>56%</b>
Supplies and Repairs	15,266,036	8,694,049	6,062,457	2,631,592			70%		9,203,579	40%
Other	43,001,449	24,586,669	22,763,308	1,823,360			93%		20,238,140	53%
Contractual	777,846,795	499,773,470	495,197,323	4,576,147			99%		282,649,472	64%
Equipment	8,530,864	3,215,449	3,215,449	0			100%		5,315,414	38%
Allocations	117,439,381	37,085,598	37,171,676	(86,079)			100%		80,267,704	32%
Program Specific	649,158,421	382,668,496	401,163,542	(18,495,046)			105%		247,994,880	62%
Debt Services	45,015,517	13,653,957	13,653,957	0			100%		31,361,560	30%
<b>All Other Operating Expense</b>	<b>1,656,258,462</b>	<b>969,677,688</b>	<b>979,227,713</b>	<b>(9,550,026)</b>			<b>101%</b>		<b>677,030,749</b>	<b>59%</b>
<b>County Expense</b>	<b>2,172,858,110</b>	<b>1,298,407,459</b>	<b>1,291,941,153</b>	<b>6,466,306</b>			<b>100%</b>		<b>880,916,957</b>	<b>59%</b>
<b>Net</b>	<b>181,524,372</b>	<b>(146,954,851)</b>	<b>(172,222,401)</b>	<b>25,267,550</b>					<b>353,746,773</b>	

**Note on the BMR:**  
 The BMR helps the Budget Office identify, understand and resolve financial issues that may emerge during the year. The positive period variance indicated should not be interpreted as a projection of a year-end positive balance.

ERIE COUNTY

January-August 2025 Budget Monitoring Report (BMR)

Summary by Account Type

Account Type	Annual Budget		Period Available Budget		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed		Comments/Key Items
	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	
<b>Revenue</b>											
400000 Real Property Taxes	(311,851,561)	(311,851,561)	(311,851,561)	(311,851,561)	0	0	100%	(0)	100%	100%	
Property Tax	(311,851,561)	(311,851,561)	(311,851,561)	(311,851,561)	0	0	100%	(0)	100%	100%	
400010 Exemption Removal	(825,000)	(824,110)	(819,142)	(4,968)	(4,968)		99%	(5,858)	99%	99%	
400030 Gn/Sale-Tax Acq Prop	(10,000)	(890)	(10,420)	(9,530)	9,530		1171%	420	104%	104%	
400040 Other Pay/Lieu-Tax	(4,800,000)	(4,708,233)	(4,187,443)	(520,789)	(520,789)		89%	(612,557)	87%	87%	
400050 Int&Fen on R P Taxes	(18,488,389)	(809,792)	(809,792)	(0)	(0)		100%	(17,678,597)	4%	4%	
400060 Omitted Taxes	(3,000)	(3,000)	(46,527)	43,527	43,527		1551%	43,527	1551%	1551%	
466060 Prop Tax Rev Adjust	5,974,213	243,056	243,056	0	0		100%	5,731,157	4%	4%	
Property Tax Related	(18,152,176)	(6,102,969)	(5,630,269)	(472,700)	(472,700)		92%	(12,521,907)	31%	31%	
402000 Sales Tax EC Purp	(236,000,098)	(157,224,706)	(162,477,847)	5,253,141	5,253,141		103%	(73,522,251)	69%	69%	County Share of sales tax is showing a positive budget variance of \$13.8M and 4.5% year-to-date growth versus 2024.
402100 1% Sales Tax-EC Purp	(222,830,950)	(148,501,804)	(153,402,249)	4,900,445	4,900,445		103%	(69,428,701)	69%	69%	
402120 .25% Sales Tax	(55,688,066)	(37,122,469)	(38,349,198)	1,226,729	1,226,729		103%	(17,338,868)	69%	69%	
402130 .5% Sales Tax	(111,376,132)	(74,244,938)	(76,698,396)	2,453,458	2,453,458		103%	(34,677,736)	69%	69%	
Sales Tax	(625,895,246)	(417,093,917)	(430,927,690)	13,833,773	13,833,773		103%	(194,967,556)	69%	69%	
402140 Sales Tax to Loc Gov	(432,451,271)	(300,800,489)	(297,727,905)	(3,072,585)	(3,072,585)		99%	(134,723,366)	69%	69%	
Sales Tax to Local Govt.	(432,451,271)	(300,800,489)	(297,727,905)	(3,072,585)	(3,072,585)		99%	(134,723,366)	69%	69%	
402300 Hotel Occupancy Tax	(14,300,000)	(8,327,559)	(8,327,559)	0	0		100%	(5,972,441)	58%	58%	Per LL Intro 3-1 (2023) all Hotel Occupancy Tax positive variance will be remitted to Visit Buffalo Niagara and will not contribute to any projected surplus.
402500 OTB Betting & Gaming	(2,310,000)	(2,107,668)	(2,219,357)	111,689	111,689		105%	(90,643)	96%	96%	
402510 Video Lottery Aid	(288,560)	(288,560)	(288,560)	0	0		100%	0	100%	100%	
402610 Medical Marij Exc Tax	(160,000)	(106,667)	(74,697)	(31,970)	(31,970)		70%	(85,303)	47%	47%	
402620 Tax-Cannabis	(370,000)	(246,667)	(392,909)	146,242	146,242		159%	22,909	106%	106%	
415010 Post Mortem Toxicol	(75,000)	(50,000)	(49,808)	(192)	(192)		100%	(25,192)	66%	66%	
415100 Real Property Trans	(239,447)	(159,631)	(130,140)	(29,491)	(29,491)		82%	(109,307)	54%	54%	Legislation removed Clerk budget resolution seeking certification of expenses related to the collection of Mortgage Tax required by NYS in advance of withholding. It is currently expected that the Clerk will withhold \$0, resulting in a \$1.6M negative variance, remitting all to NFTA, SONVMA and Local Municipalities
415160 Mortgage Tax	(1,577,535)	(1,051,690)	0	(1,051,690)	0		0%	(1,577,535)	0%	0%	
415360 Legal Settlements	(737,393)	(738,458)	(738,458)	0	0		100%	1,065	100%	100%	
415500 Prisoner Transport	(25,200)	(16,800)	(8,182)	(8,618)	(8,618)		49%	(17,018)	32%	32%	
415620 Commissary Reimb	(199,106)	(132,737)	(132,737)	(0)	(0)		100%	(66,369)	67%	67%	
415622 Jail Phone Revenue	(291,600)	(158,667)	0	(158,667)	0		0%	(291,600)	0%	0%	
416570 Post Exposure Rabies	(133,048)	(88,699)	(122,234)	33,536	33,536		138%	(10,814)	92%	92%	
417060 Other Income Sen Srv	0	0	0	0	0		0%	0	0%	0%	
417200 Day Care Repay Recov	(122,919)	(81,946)	(68,320)	(13,626)	(13,626)		83%	(54,599)	56%	56%	
417500 Repay Em Ast/Adults	(330,393)	(220,262)	(208,653)	(11,609)	(11,609)		95%	(121,740)	63%	63%	
417510 Repay Medical Asst	(2,116,031)	(410,687)	(234,236)	(176,451)	(176,451)		57%	(1,881,795)	11%	11%	
417520 Repay-Family Assist	(238,438)	(158,959)	(171,816)	12,858	12,858		108%	(66,622)	72%	72%	
417530 Repay-Foster Care/Ad	(1,120,890)	(747,260)	(815,525)	68,265	68,265		109%	(305,365)	73%	73%	
417550 Repay-SafetyNetAsst	(4,692,614)	(3,128,409)	(3,487,837)	359,427	359,427		111%	(1,204,777)	74%	74%	
417560 Repay-Serv For Recip	(15,525)	(10,350)	(3,588)	(6,762)	(6,762)		35%	(11,937)	23%	23%	
417570 SNAP Fraud Incentives	(41,181)	(27,454)	(24,027)	(3,427)	(3,427)		88%	(17,154)	58%	58%	
417580 Repayments-Handl Child	(100,544)	(67,029)	(52,929)	(14,100)	(14,100)		79%	(47,615)	53%	53%	
418025 Recov-SafetyNet Bur	0	0	(20,094)	20,094	20,094		0%	20,094	0%	0%	
418030 Repayments-IV D Adm	(4,089,023)	(2,726,015)	(2,916,925)	190,910	190,910		107%	(1,172,098)	71%	71%	

ERIE COUNTY

January-August 2025 Budget Monitoring Report (BMR)

Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available Budget		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed		Comments/Key Items
	January-August	January-August	January-August	January-August	January-August	January-August	Period Available Budget	Period Available Budget	Consumed	Consumed	Annual Available Budget	Annual Available Budget	Consumed	Consumed	
418110 Comm Coll Respreads	(9,026,388)	(9,026,388)	(9,026,388)	(9,026,388)	0	0	0	0	100%	100%	(0)	(0)	100%		
418130 Comm Coll Reimb	(73,176)	(48,784)	(32,388)	(16,396)	(16,396)	(16,396)	(16,396)	(16,396)	66%	66%	(40,788)	(40,788)	44%		
418410 OCSE Medical Payments	(1,091,028)	(727,352)	(627,689)	(99,663)	(99,663)	(99,663)	(99,663)	(99,663)	86%	86%	(463,339)	(463,339)	58%		
418430 Donated Funds	(730,000)	(486,667)	(306,000)	(180,667)	(180,667)	(180,667)	(180,667)	(180,667)	63%	63%	(424,000)	(424,000)	42%		
420020 ECC Cap Cons-Otr Gvt	(95,000)	(95,000)	(95,000)	(95,000)	0	0	0	0	100%	100%	0	0	100%		
420499 Oth Local Source Rev	(132,494)	(91,496)	(66,247)	(25,249)	(25,249)	(25,249)	(25,249)	(25,249)	72%	72%	(66,247)	(66,247)	50%		
420500 Rent-RI Prop-Concess	(33,500)	(22,333)	(30,257)	7,924	7,924	(3,243)	(3,243)	(3,243)	135%	135%	(3,243)	(3,243)	90%		
420520 Rent-RI Prop-Rtw-Eas	(1,200)	(800)	(2,596)	1,796	1,796	1,396	1,396	1,396	325%	325%	1,396	1,396	216%		
420540 Rent - 608 William	0	0	(33,180)	33,180	33,180	33,180	33,180	33,180	0%	0%	33,180	33,180	0%		
420550 Rent-563 Kensington	(14,292)	(9,528)	(9,528)	(9,528)	0	0	(4,764)	(4,764)	100%	100%	(4,764)	(4,764)	67%		
420550 Rent-1500 Broadway	(258,565)	(172,377)	(120,490)	(51,887)	(51,887)	(138,075)	(138,075)	(138,075)	70%	70%	(138,075)	(138,075)	47%		
421550 Fort Crime Proceed	(61,905)	(53,571)	(146,983)	93,412	93,412	85,078	85,078	85,078	274%	274%	85,078	85,078	237%	Insurance recovery related to prosecuted theft of revenues by former Clerk's Office	
422070 Copies	(8,100)	(5,400)	(7,306)	1,906	1,906	(794)	(794)	(794)	135%	135%	(794)	(794)	90%	employee	
422020 Insurance Recovery	0	0	(295,159)	295,159	295,159	295,159	295,159	295,159	0%	0%	295,159	295,159	0%		
422040 Gas Well Drill Rents	(1,500)	(1,000)	(500)	(500)	(500)	(1,000)	(1,000)	(1,000)	50%	50%	(1,000)	(1,000)	33%	6.2% eMAP credit the County receive as part of several early 2020 IGT payments made to ECOMC.	
422050 E-Payable Rebates	0	0	(1,428)	1,428	1,428	1,428	1,428	1,428	0%	0%	1,428	1,428	0%		
423000 Refunds P/Y Expend	(176,000)	(97,889)	(5,259,697)	5,161,808	5,161,808	5,083,697	5,083,697	5,083,697	5373%	5373%	5,083,697	5,083,697	2988%		
445000 Recovery Int - SID	(190,239)	(126,826)	(128,375)	1,549	1,549	(61,864)	(61,864)	(61,864)	101%	101%	(61,864)	(61,864)	67%		
445030 Int & Earn - Gen Inv	(8,008,000)	(5,338,667)	(12,863,236)	7,524,569	7,524,569	4,855,236	4,855,236	4,855,236	241%	241%	4,855,236	4,855,236	161%	Through 67% of the year, interest earnings stand at \$14.4M and have exceeded the annual budget by \$4.4M.	
445040 Int & Earn-3rd Party	(2,000,000)	(1,333,333)	(1,584,687)	251,353	251,353	(415,313)	(415,313)	(415,313)	119%	119%	(415,313)	(415,313)	79%		
466000 Misc Receipts	(409,650)	(273,100)	(456,149)	183,049	183,049	46,499	46,499	46,499	167%	167%	46,499	46,499	111%		
466030 Minor Sale - Other	(20,500)	(13,667)	(3,947)	(9,720)	(9,720)	(16,553)	(16,553)	(16,553)	29%	29%	(16,553)	(16,553)	19%		
466070 Refunds P/Y Expenses	(1,158,124)	(772,083)	(316,796)	(455,287)	(455,287)	(841,328)	(841,328)	(841,328)	41%	41%	(841,328)	(841,328)	27%		
466120 Other Misc DISS Rev	(3,400)	(2,267)	(2,699)	433	433	(701)	(701)	(701)	119%	119%	(701)	(701)	79%		
466130 Oth U-nclass Rev	0	0	(48,371)	48,371	48,371	48,371	48,371	48,371	0%	0%	48,371	48,371	0%		
466150 Chlarydia Study Forms	(8,000)	(5,333)	(4,032)	(1,301)	(1,301)	(3,968)	(3,968)	(3,968)	76%	76%	(3,968)	(3,968)	50%		
466180 Unanticip P/Y Rev	0	0	308,690	(308,690)	(308,690)	(308,690)	(308,690)	(308,690)	0%	0%	(308,690)	(308,690)	0%		
466260 Intercept-LocalShare	(144,044)	(96,029)	(77,715)	(18,315)	(18,315)	(66,329)	(66,329)	(66,329)	81%	81%	(66,329)	(66,329)	54%		
466280 Local Srce - ECOMC	(20,000)	(13,333)	(16,525)	3,192	3,192	(3,475)	(3,475)	(3,475)	124%	124%	(3,475)	(3,475)	83%		
466360 Stadium Reimbursement	(900,000)	(225,000)	(478,956)	253,956	253,956	(421,044)	(421,044)	(421,044)	213%	213%	(421,044)	(421,044)	53%		
466370 Key Bnk Ctr Reimb	(420,000)	(280,000)	(315,000)	35,000	35,000	(105,000)	(105,000)	(105,000)	113%	113%	(105,000)	(105,000)	75%		
467000 Misc Depart Income	(8,903)	(5,935)	(9,108)	3,173	3,173	205	205	205	153%	153%	205	205	102%		
479100 Other Contributions	(10,000)	(5,556)	(10,000)	4,444	4,444	(178,687)	(178,687)	(178,687)	180%	180%	0	0	100%	Through 67% of the year, the County has achieved 89% of the annual Other Sources revenue budget.	
480020 Sale-Excess Material	(292,700)	(140,133)	(114,013)	(26,120)	(26,120)	(178,687)	(178,687)	(178,687)	81%	81%	(178,687)	(178,687)	39%		
480050 Recycling Revenue	(29,000)	(19,333)	(30,626)	11,293	11,293	1,626	1,626	1,626	158%	158%	1,626	1,626	106%		
<b>Other Sources</b>	<b>(58,900,155)</b>	<b>(40,541,354)</b>	<b>(52,700,974)</b>	<b>12,159,620</b>	<b>12,159,620</b>	<b>(6,199,181)</b>	<b>(6,199,181)</b>	<b>(6,199,181)</b>	<b>130%</b>	<b>130%</b>	<b>(6,199,181)</b>	<b>(6,199,181)</b>	<b>89%</b>		
406610 STD Clinic Fees	(222,470)	(148,313)	(145,579)	(2,734)	(2,734)	(76,891)	(76,891)	(76,891)	98%	98%	(76,891)	(76,891)	65%		
415000 Medical Exam Fees	(802,875)	(535,250)	(413,573)	(121,677)	(121,677)	(389,302)	(389,302)	(389,302)	77%	77%	(389,302)	(389,302)	52%		
415050 Treasurer Fees	(125,000)	(83,333)	(59,102)	(24,231)	(24,231)	(65,898)	(65,898)	(65,898)	71%	71%	(65,898)	(65,898)	47%		
415105 Passport Fees	(100,000)	(66,667)	(60,760)	(5,907)	(5,907)	(39,240)	(39,240)	(39,240)	91%	91%	(39,240)	(39,240)	61%		
415110 Court Fees	(387,193)	(258,129)	(322,424)	64,295	64,295	(64,769)	(64,769)	(64,769)	125%	125%	(64,769)	(64,769)	83%		
415120 Small Claims AR Fees	(1,328)	(885)	(760)	(125)	(125)	(568)	(568)	(568)	86%	86%	(568)	(568)	57%		

# ERIE COUNTY

## January-August 2025 Budget Monitoring Report (BMR)

### Summary by Account Type

Account Type	Annual Budget		Period Available Budget		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed	Comments/Key Items
	January-August	January-August	January-August	Available Budget	Consumed	Consumed	Available Budget			
415130 Auto Fees	(6,405,783)	(4,270,522)	(4,449,055)	178,533	104%	(1,956,728)	69%			
415140 Comm of Educ Fees	(135,936)	(90,624)	(68,404)	(22,220)	75%	(67,532)	50%			
415150 Recording Fees	(4,725,000)	(3,150,000)	(3,594,834)	444,834	114%	(1,130,166)	76%			
415180 Vehicle Use Tax	(6,295,202)	(4,196,801)	(4,119,014)	(77,788)	98%	(2,176,188)	65%			
415185 E-Z Pass Tag Sales	0	0	(775)	775	0%	775	0%			
415200 Civil Serv Exam Fees	(40,000)	0	0	0	0%	(40,000)	0%			
415510 Civil Proc Fees-Sher	(1,105,000)	(736,667)	(744,212)	7,546	101%	(360,788)	67%			
415520 Sheriff Fees	(45,000)	(30,000)	(22,074)	(7,926)	74%	(22,926)	49%			
415600 Inmate Discip Surch	(17,500)	(11,667)	(19,993)	8,326	171%	2,493	114%			
415605 Drug Testing Charge	(25,000)	(16,667)	(20,975)	4,308	126%	(4,025)	84%			
415610 Restitution Surcharge	(15,000)	(10,000)	(7,949)	(2,051)	79%	(7,051)	53%			
415630 Bail Fee-Alt / Incar	(4,500)	(3,000)	(11,798)	8,798	393%	7,298	262%			
415640 Probation Fees	(400,000)	(266,667)	(269,086)	2,419	101%	(130,914)	67%			
415650 DWI Program	(982,802)	0	0	0	0%	(982,802)	0%			
415670 Elec Monitoring Ch	(9,000)	(6,000)	(8,632)	2,632	144%	(368)	96%			
415675 Comm Engagement Serv	(69,720)	(46,480)	(42,423)	(4,057)	91%	(27,297)	61%			
415680 Prnt-Home Care Review	(4,000)	(2,667)	(7)	(2,660)	0%	(3,993)	0%			
416020 Comm Sanitat & Food	(1,175,000)	(783,333)	(834,531)	51,198	107%	(340,469)	71%			
416030 Realty Subdivisions	(12,000)	(8,000)	(6,825)	(1,175)	85%	(5,175)	57%			
416040 Individ Sewr Sys Opt	(725,000)	(483,333)	(387,039)	(96,295)	80%	(337,961)	53%			
416090 Pen & Fines-Health	(20,000)	(13,333)	(50,261)	36,928	377%	30,261	251%			
416150 PPD Tests	(8,580)	(5,720)	(100)	(5,620)	2%	(8,480)	1%			
416160 TB Outreach	(47,380)	(31,587)	(25,366)	(6,221)	80%	(22,014)	54%			
416190 ImmunizationsService	(8,283)	(5,522)	(5,898)	376	107%	(2,385)	71%			
416580 Training Course Fees	(63,910)	(42,607)	(108,775)	66,168	255%	44,865	170%			
416610 Pub Health Lab Fees	(381,000)	(254,000)	(233,624)	(20,376)	92%	(147,376)	61%			
416920 Medicd-Early Interv	(225,250)	(150,167)	(153,923)	3,756	103%	(71,327)	68%			
416930 Ambulance Services	(1,187,000)	(791,333)	(653,109)	(138,224)	83%	(533,891)	55%			
418040 Inspec Fee Wght/Meas	(145,546)	(97,031)	(105,985)	8,954	109%	(39,561)	73%			
418050 Item Price Waivr Fee	(201,000)	(134,000)	(238,375)	104,375	178%	37,375	119%			
418400 Subpoena Fees	(8,517)	(5,678)	(6,989)	1,311	123%	(1,528)	82%			
418500 Park & Rec Chgs-Camp	(220,000)	(201,506)	(214,188)	12,682	106%	(5,812)	97%			
418510 Park & Rec Chgs-Shel	(505,000)	(475,318)	(480,985)	5,667	101%	(24,015)	95%			
418520 Chgs-Park Emp Subsis	(16,200)	(10,800)	(9,740)	(1,060)	90%	(6,460)	60%			
418530 Golf Cng-Other Fees	(360,000)	(268,965)	(260,190)	(8,775)	97%	(99,810)	72%			
418540 Golf Cng-Greens Fees	(795,000)	(685,861)	(776,419)	90,558	113%	(18,581)	98%			
418550 Sale of Forest Prod	(9,500)	(6,333)	(5,312)	(1,021)	84%	(4,188)	56%			
418590 Spec Events Receipts	(3,000)	(2,000)	(4,675)	2,675	234%	1,675	156%			
420000 Tx&Assm Svcs-Oth Govt	(180,000)	(180,000)	(177,985)	(2,015)	99%	(2,015)	99%	Board of Elections Chargebacks are recorded in full in January		
420010 Elec Exp Other Govt	(8,907,562)	(8,907,562)	(8,907,562)	0	100%	0	100%			
420030 Police Svcs-Oth Gvt	(307,550)	(205,033)	(205,753)	720	100%	(101,797)	67%			
420040 Jail Facil - Oth Gov	0	0	(354,500)	354,500	0%	354,500	0%			

# ERIE COUNTY

## January-August 2025 Budget Monitoring Report (BMR)

### Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available		% of Period		% of Annual		Comments/Key Items
	January-August	September-December	January-August	September-December	January-August	September-December	Available Budget	Consumed Budget	Consumed Budget	Available Budget	Consumed Budget	Consumed Budget	
420190 Gen Svc-Oth Gov	(960)		(640)		0		(320)		100%			67%	
420271 CESC Charges	(87,500)		0		(58,333)		(87,500)		0%			0%	
421030 Pisto Permits	(236,927)		(103,065)		(54,886)		(133,862)		65%			44%	
421500 Fines&Forfeited Bail	(9,000)		(8,545)		2,545		(455)		142%			95%	
421510 Fines and Penalties	(2,238)		(3,660)		2,168		1,422		245%			164%	After 67% of the year, the County has achieved 69% of all other (minus BOE Chargebacks) annual Fees, Fines, or Charges revenue budget.
466010 NSF Check Fees	(2,940)		(2,870)		910		(70)		146%			98%	
466190 Item Pricing Penalty	(200,000)		(112,560)		(20,773)		(87,440)		84%			56%	
466340 STOPDWI VIP Prs Fees	(15,000)		(9,500)		(500)		(5,500)		95%			63%	
<b>Fees, Fines or Charges</b>	<b>(37,985,152)</b>		<b>(28,830,376)</b>		<b>781,305</b>		<b>(9,154,776)</b>		<b>103%</b>			<b>76%</b>	
<b>Local Source Revenue</b>	<b>(1,485,235,561)</b>		<b>(1,104,439,362)</b>		<b>23,229,412</b>		<b>(357,566,787)</b>		<b>102%</b>			<b>76%</b>	
405570 ME 50% Fed Presch	(4,458,750)		(2,972,500)		0		(1,486,250)		100%			67%	
410070 FA-IV-B Preventive	(1,241,284)		(827,523)		(87,762)		(501,523)		89%			60%	
410080 FA-Accrim Chargeback	1,835,629		1,223,753		(0)		611,876		100%			67%	
410120 FA-SNAP ET 100%	(338,786)		(225,857)		5,531		(107,398)		102%			68%	
410150 SSA-S51 Pri Inc Prg	(29,000)		(19,333)		(2,733)		(12,400)		86%			57%	
410240 HUD Rev D14.267 CoC	(7,066,371)		(4,692,137)		(259,917)		(2,634,151)		94%			63%	
410500 FA-Civil Defense	(340,921)		(427,677)		0		86,756		100%			125%	Federal Aid
410510 Fed Drug Enforcement	(20,000)		(13,333)		(1,451)		(18,117)		14%			9%	
410520 Buffalo Police Dept	(31,500)		(15,581)		(5,419)		(15,919)		74%			49%	
411000 MH Fed Medi Sal Sh	(886,677)		(590,451)		(157,142)		(453,368)		73%			49%	
411450 Fed A d - TANF FFFS	(41,445,164)		(39,911,084)		3,117,161		(1,534,080)		108%			96%	Formula-driven Federal Aid appears under budget, mainly in Health and Human Service Departments, is offset by savings in associated expenditures.
411455 FA - S7EP	(2,199,422)		(1,199,422)		3,321,678		2,321,678		377%			206%	
411500 Fed Aid - MA In House	1,590,610		760,407		333,856		1,256,754		44%			21%	
411520 FA-Family Assistance	(37,605,744)		(22,070,496)		(1,363,792)		(16,899,040)		94%			55%	
411540 FA-Social Serv Admin	(24,862,311)		(16,324,874)		(228,758)		(8,766,195)		99%			65%	
411550 FA-Soc Serv Adm A-87	(2,483,160)		(1,055,440)		(716,343)		(1,766,817)		68%			29%	
411570 Fed Aid - SNAP Admin	(19,015,464)		(9,176,976)		(9,121,877)		(9,893,587)		99%			48%	
411580 Fed Aid - SNAP ET 50%	(5,286,643)		(2,724,429)		(511,515)		(3,073,729)		81%			42%	
411590 FA-HEAP	(4,258,266)		(3,238,844)		(528,329)		(1,547,751)		84%			64%	
411610 FA-Serv/Recipients	(5,347,532)		(2,515,021)		(662,093)		(4,685,439)		26%			12%	
411640 FA-Da,cares Block Grt	(57,775,186)		(43,416,791)		3,885,443		(10,472,952)		109%			82%	
411670 FA-Refugee&Entrants	(189,777)		(126,518)		73,388		10,129		158%			105%	
411680 FA-Foster Care/Adopt	(22,595,331)		(12,513,554)		(1,173,357)		(11,255,134)		91%			50%	
411690 FA-IV-J Incentives	(446,844)		(297,896)		42,331		(106,617)		114%			76%	
411700 FA-TANF Safety Net	(300,967)		(200,645)		109,258		8,936		154%			103%	
411780 Fed Aid-Medicaid Adm	(221,850)		(147,900)		0		(73,950)		100%			67%	
414000 Federal Aid	(12,501,200)		(4,854,867)		(3,791,976)		(11,438,309)		22%			9%	
414010 Federal Aid - Other	(137,425)		(65,537)		(65,537)		(137,425)		0%			0%	After 67% of the year, the County has achieved 67% of the budgeted Federal revenue.
414020 Misc Federal Aid	(100,000)		(66,667)		29,707		(3,626)		145%			96%	
414030 FMAP Revenue	0		(5,157)		5,157		5,157		0%			0%	
<b>Federal Revenue</b>	<b>(247,759,336)</b>		<b>(164,595,451)</b>		<b>581,392</b>		<b>(82,582,493)</b>		<b>100%</b>			<b>67%</b>	

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Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available		% of Period		% of Annual		Comments/Key Items
	January-August	0	January-August	0	January-August	0	Available Budget	Consumed Budget	Consumed Budget	Consumed Budget	Available Budget	Consumed Budget	
405000 State Aid For DA Sal	(77,682)	0	0	0	0	0	(77,682)	0	0%	0%	(77,682)	0%	
405010 St Re Indigent Care	(30,000)	(20,000)	(20,000)	0	(1,873,566)	0	(168,038)	0	100%	100%	(40,000)	67%	
405170 SA-Crt Fac Inccn Aid	(3,062,407)	(2,041,605)	(1,873,566)	0	(20,867)	0	3,610	0	92%	92%	(1,188,841)	61%	
405190 StAid-Octane Testing	(25,885)	(17,257)	(20,867)	0	(28,537,775)	0	685,629	0	121%	121%	(5,018)	81%	State Aid
405500 SA-Spec Need Presch	(41,778,218)	(27,852,145)	(24,208,721)	0	(461,850)	0	158,773	0	102%	102%	(13,240,443)	68%	
405520 SA-NYS DOH EI Serv	(4,142,971)	(2,761,981)	(2,420,872)	0	(2,834,142)	0	(296,517)	0	88%	88%	(1,722,099)	58%	
405530 SA-Admin Preschool	(454,616)	(303,077)	(364,632)	0	(147,900)	0	70,353	0	152%	152%	7,234	102%	Formula-driven State Aid
405540 SA-Art VI-P H Work	(4,700,070)	(3,130,659)	(3,130,659)	0	(410,033)	0	(116,623)	0	91%	91%	(1,865,928)	60%	Health and Human Service Departments, is
405560 SA-NYS DOH EI Admin	(546,948)	(147,900)	(339,680)	0	(816,358)	0	(53,667)	0	100%	100%	(73,950)	67%	offset by savings in associated
405590 SA-Medicaid EI Admin	(221,850)	(339,680)	(932,980)	0	(53,667)	0	(116,623)	0	121%	121%	(99,487)	80%	expenditures.
405595 SA-Med Anti Fraud	(509,520)	(932,980)	(932,980)	0	(9,390)	0	2,724	0	0%	0%	(80,500)	58%	
406000 SA-Fr Prob Serv	(1,399,470)	(53,667)	(53,667)	0	(42,756)	0	(17,938)	0	141%	141%	(610)	94%	
406010 SA-Fr Nav Law Enforc	(80,500)	(6,667)	(6,667)	0	(143,265)	0	(155,015)	0	70%	70%	(48,285)	47%	
406020 SA-Snomob Lw Enforc	(10,000)	(60,694)	(60,694)	0	(298,280)	0	(3,564,917)	0	48%	48%	(304,155)	32%	
406500 Refugee Hlth Assmnt	(447,420)	(298,280)	(298,280)	0	(3,224,466)	0	(184,215)	0	90%	90%	(2,122,909)	60%	
406550 Emerg Med Training	(5,347,375)	(1,937,357)	(1,937,357)	0	(25,964,305)	0	(23,832)	0	90%	90%	(1,152,894)	60%	
406560 SA-Ar- VI-Pub Health	(2,906,036)	(39,454,200)	(25,988,137)	0	(11,479,063)	0	(313,952)	0	100%	100%	(13,489,895)	66%	
406810 SA-Foren Mntl Hea Sr	(18,243,653)	(612,063)	(408,042)	0	(12,259)	0	5,592	0	97%	97%	(6,764,590)	63%	
406830 SA-Mental Health II	(10,000)	(6,667)	(6,667)	0	537,155	0	2,259	0	100%	100%	(204,021)	67%	
406860 State Aid - OASAS	1,590,610	1,060,407	523,252	0	(12,259)	0	5,592	0	184%	184%	2,259	123%	
406880 State Aid - OPWDD	(2,310)	(1,540)	(1,540)	0	537,155	0	(1,540)	0	49%	49%	1,067,358	33%	
406890 Handpd Park Surch	0	0	(36,510)	0	0	0	36,510	0	0%	0%	(2,310)	0%	
407500 SA-MA In House	(32,386,177)	(25,590,785)	(29,561,247)	0	(696,344)	0	3,970,462	0	0%	0%	(2,824,930)	91%	
407510 SA-Spec Need Adult	(1,044,516)	(696,344)	(696,344)	0	(1,534,338)	0	(302,081)	0	116%	116%	(348,172)	67%	
407520 SA-Family Assistance	(2,772,899)	(1,836,419)	(1,534,338)	0	(7,394,699)	0	(9,943)	0	100%	100%	(1,238,561)	55%	
407540 SA-Soc Serv Admin	(11,106,964)	(6,931,198)	(7,792,942)	0	(7,792,942)	0	861,744	0	84%	84%	(3,712,265)	67%	
407600 SA-Sec Det Other Co	(10,396,797)	(842,624)	(561,749)	0	(149,853)	0	(411,896)	0	112%	112%	(2,603,855)	75%	
407610 SA-Sec Det Loc Yth	(38,759,930)	(26,823,287)	(13,804,810)	0	(13,804,810)	0	(13,018,476)	0	27%	27%	(692,771)	18%	
407625 SA-Raise the Age	(5,647,584)	(3,765,056)	(1,815,215)	0	(1,815,215)	0	(1,949,841)	0	51%	51%	(24,955,120)	36%	
407630 SA-Safety Net Assist	(7,149,746)	(5,566,497)	(9,025,837)	0	(9,025,837)	0	3,459,340	0	48%	48%	(3,832,369)	32%	
407640 SA-Emrg Assist/Adult	(105,504)	(70,336)	(70,336)	0	0	0	(70,336)	0	162%	162%	1,876,091	126%	
407650 SA-Foster Care/Adopt	0	0	(11,795)	0	(11,795)	0	11,795	0	0%	0%	(105,504)	0%	
407670 SA-EAF Prev POS	(70,000)	0	(11,795)	0	(11,795)	0	11,795	0	0%	0%	11,795	0%	
407680 SA-Serv Fr Recipnts	(3,769,160)	(2,512,773)	(1,604,618)	0	(1,604,618)	0	(908,155)	0	0%	0%	(70,000)	0%	
407710 SA-Legal Serv/Disab	(484,000)	(322,667)	(548,200)	0	(548,200)	0	225,533	0	64%	64%	(2,164,542)	43%	
407720 SA-Handicapped Child	(825,389)	(548,227)	(538,066)	0	(538,066)	0	(10,161)	0	170%	170%	64,200	113%	
407740 SA-Veterans Strv Agenc	(90,390)	(60,260)	(60,259)	0	(60,259)	0	(1)	0	98%	98%	(287,323)	65%	
407780 SA-Daycare Block Grt	(135,584)	(90,389)	(94,049)	0	(94,049)	0	3,660	0	100%	100%	(30,131)	67%	
407795 State Aid - Code Blue				0		0		0	104%	104%	(41,535)	69%	
408020 Youth-Reimb Programs				0		0		0					
408030 Homeless/Run NR RHY1				0		0		0					
408040 Homeless/Run Re RHY2				0		0		0					

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Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed		Comments/Key Items
	January-August	January-August	January-August	January-August	January-August	January-August	Available Budget	Consumed	Consumed	Available Budget	Consumed	Consumed	Consumed		
408055 Youth Sports/Edu Opp	(223,430)	(148,953)	(148,953)	(0)	(148,953)	(0)	(0)	100%	100%	(74,477)	67%	67%	After 67% of the year, the County has achieved 66% of the budgeted State revenue.		
408056 Youth Team Sports	(472,082)	(314,721)	(314,721)	(0)	(314,721)	(0)	(0)	100%	100%	(157,361)	67%	67%			
408061 STSJP - RTA	(386,796)	(257,864)	(257,864)	0	(257,864)	0	0	100%	100%	(128,932)	67%	67%			
408065 Yth-Supervision	(429,055)	(286,037)	(286,036)	(1)	(286,036)	(1)	(1)	100%	100%	(143,019)	67%	67%			
408530 SA-Crim Justice Prog	(1,130,563)	(512,042)	(395,181)	(116,861)	(395,181)	(116,861)	(116,861)	77%	77%	(735,382)	35%	35%	This is mostly related to the extension of		
409000 State Aid Revenues	(1,960,946)	(1,845,582)	(8,536,403)	6,690,820	(8,536,403)	6,690,820	(2,863,464)	463%	463%	6,575,457	435%	435%	the 50% state aid reimb. for the costs of Art		
409010 State Aid - Other	(8,283,212)	(2,860,788)	2,676	(59,671)	2,676	(2,863,464)	0	0%	0%	(8,285,888)	0%	0%	188 Assigned Counsel rate increase through April 2026.		
409020 SA-Misc	(174,301)	(95,784)	(36,113)	(59,671)	(36,113)	(59,671)	525	38%	38%	(138,189)	21%	21%			
409030 SA-Main-Lieu of Rent	(157,578)	(105,052)	(105,577)	525	(105,577)	525	525	100%	100%	(52,001)	67%	67%			
409060 SA-Prob Pretrial Ser	(1,168,605)	(779,070)	(779,070)	0	(779,070)	0	0	100%	100%	(389,535)	67%	67%			
<b>State Revenue</b>	<b>(252,537,457)</b>	<b>(170,957,014)</b>	<b>(165,947,454)</b>	<b>(5,009,560)</b>	<b>(165,947,454)</b>	<b>(5,009,560)</b>	<b>(86,590,002)</b>	<b>97%</b>	<b>97%</b>	<b>(86,590,002)</b>	<b>66%</b>	<b>66%</b>			
450000 Interfund Rev Non-Sub	(5,448,410)	(5,321,044)	(5,321,044)	0	(5,321,044)	0	0	100%	100%	(127,366)	98%	98%			
486010 Resid Equity Tran-In	(352,975)	(49,439)	(49,439)	0	(49,439)	0	0	100%	100%	(303,536)	14%	14%			
<b>Interfund Revenue</b>	<b>(5,801,385)</b>	<b>(5,370,483)</b>	<b>(5,370,483)</b>	<b>0</b>	<b>(5,370,483)</b>	<b>0</b>	<b>(430,902)</b>	<b>100%</b>	<b>100%</b>	<b>(430,902)</b>	<b>93%</b>	<b>93%</b>			
<b>County Revenue</b>	<b>(1,991,333,738)</b>	<b>(1,445,362,309)</b>	<b>(1,464,163,554)</b>	<b>18,801,245</b>	<b>(1,464,163,554)</b>	<b>18,801,245</b>	<b>(527,170,184)</b>	<b>101%</b>	<b>101%</b>	<b>(527,170,184)</b>	<b>74%</b>	<b>74%</b>			

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Account Type	Annual Budget		Period Budget		Actuals		Period Available		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed		Comments/Key Items
	0	0	0	0	0	0	0	0	0%	0%	0	0	0%	0%	
<b>Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0%</b>	
500000 Full Time - Salaries	303,794,677	197,830,000	182,000,177	15,829,823	15,829,823	92%	121,794,500	60%						60%	Through 67% of the year, the County has expended 60% of budgeted salaries.
500010 Part Time - Wages	5,018,566	3,167,521	1,941,458	1,226,063	1,226,063	61%	3,077,109	39%						39%	
500020 Regular PT - Wages	2,277,112	1,505,763	1,272,116	233,647	233,647	84%	1,004,996	56%						56%	
500030 Seasonal - Wages	1,344,440	889,347	887,701	1,646	1,646	100%	456,739	56%						56%	
<b>Salaries</b>	<b>312,434,795</b>	<b>203,392,631</b>	<b>186,101,452</b>	<b>17,291,179</b>	<b>17,291,179</b>	<b>91%</b>	<b>126,333,343</b>	<b>60%</b>						<b>60%</b>	
50030C Shift Differential	2,710,783	1,792,946	1,937,196	(144,250)	(144,250)	108%	773,587	71%						71%	
500320 Uniform Allowance	683,450	455,633	258,000	197,633	197,633	57%	425,450	38%						38%	
500330 Holiday Worked	3,159,827	2,090,226	2,260,434	(170,209)	(170,209)	108%	899,393	72%						72%	Through 67% of the year, overtime is showing a neg variance of \$4.0M, nearly all of which is related to the Sheriff's Office.
500340 Line-up Pay	3,174,687	2,100,055	2,029,454	70,601	70,601	97%	1,145,233	64%						64%	
500350 Other Employee Pymts	2,865,972	1,896,103	1,230,967	665,136	665,136	65%	1,635,005	43%						43%	
501000 Overtime	26,261,203	17,205,388	21,229,574	(4,024,187)	(4,024,187)	123%	5,031,629	81%						81%	
<b>Non-Salaries</b>	<b>38,855,922</b>	<b>25,540,351</b>	<b>28,945,626</b>	<b>(3,405,275)</b>	<b>(3,405,275)</b>	<b>113%</b>	<b>9,910,296</b>	<b>74%</b>						<b>74%</b>	
504990 Reductions Per Srv	(3,000,000)	(1,984,500)	0	(1,984,500)	(1,984,500)	0%	(3,000,000)	0%						0%	Salary Reserve related to the unbudgeted expenses for new PT positions in Sheriff's Office for Pistol Permits.
504992 Salary Reserves	2,590,880	764,407	0	764,407	764,407	0%	2,590,880	0%						0%	
504995 HELP-Personnel Reser	(8,685,841)	(5,745,684)	0	(5,745,684)	(5,745,684)	0%	(8,685,841)	0%						0%	
<b>Countywide Adjustments</b>	<b>(9,094,961)</b>	<b>(6,965,776)</b>	<b>0</b>	<b>(6,965,776)</b>	<b>(6,965,776)</b>	<b>0%</b>	<b>(9,094,961)</b>	<b>0%</b>						<b>0%</b>	
<b>Personnel Related Expense</b>	<b>342,195,756</b>	<b>221,967,206</b>	<b>215,047,079</b>	<b>6,920,128</b>	<b>6,920,128</b>	<b>97%</b>	<b>127,148,678</b>	<b>63%</b>						<b>63%</b>	
502000 Fringe Benefits	170,540,248	103,556,709	(3,575)	103,560,284	103,560,284	0%	170,543,823	0%						0%	All departmental Fringe Benefit expense is budgeted in account 502000. Actual expense is recorded at the detailed level indicated. The exception is the budget for Workers Compensation and EPMC legacy-related expense.
502010 Employer FICA	0	0	12,952,933	(12,952,933)	(12,952,933)	0%	(12,952,933)	0%						0%	
502020 Empl FICA-Medicare	0	0	3,017,460	(3,017,460)	(3,017,460)	0%	(3,017,460)	0%						0%	
502030 Employee Health Ins	0	0	24,733,616	(24,733,616)	(24,733,616)	0%	(24,733,616)	0%						0%	
502040 Dental Plan	0	0	1,090,985	(1,090,985)	(1,090,985)	0%	(1,090,985)	0%						0%	
502050 Workers' Compensation	10,392,900	6,874,903	7,062,370	(187,467)	(187,467)	103%	3,330,530	68%						68%	
502060 Unemployment Ins	0	0	209,748	(209,748)	(209,748)	0%	(209,748)	0%						0%	
502070 Hosp & Med-Retirees'	1,336,644	891,096	20,253,587	(19,362,491)	(19,362,491)	2273%	(18,916,943)	1515%						1515%	
502090 Hlth Ins Waiver	0	0	2,108,440	(2,108,440)	(2,108,440)	0%	(2,108,440)	0%						0%	
502100 Retirement	1,900,000	1,900,000	30,761,822	(28,861,822)	(28,861,822)	1619%	(28,861,822)	1619%						1619%	After 67% of the year, the County has spent 56% of the total budgeted Fringe Benefit expense.
502130 WkrsComp OtherFd Reim	(8,265,900)	(5,467,893)	(3,526,911)	(1,940,982)	(1,940,982)	65%	(4,738,989)	43%						43%	
502140 3rd Party Recoveries	(1,500,000)	(992,250)	(994,113)	1,863	1,863	100%	(505,887)	66%						66%	
<b>Fringe Benefit Total</b>	<b>174,403,892</b>	<b>106,762,565</b>	<b>97,666,362</b>	<b>9,096,204</b>	<b>9,096,204</b>	<b>91%</b>	<b>76,737,530</b>	<b>56%</b>						<b>56%</b>	
505000 Office Supplies	1,297,002	743,688	396,884	346,804	346,804	53%	900,117	31%						31%	
505200 Clothing Supplies	1,403,495	938,225	469,030	469,195	469,195	50%	994,464	33%						33%	
505400 Food & Kitchen Supp	3,316,245	1,517,723	1,248,314	269,408	269,408	82%	2,067,930	38%						38%	
505600 Auto Tr & Hwy Eq Sup	736,162	531,937	233,544	298,392	298,392	44%	502,618	32%						32%	
505650 Fuel	2,125,000	1,423,333	1,077,573	345,760	345,760	76%	1,047,427	51%						51%	
505800 Medical & Hlth Supp	2,508,220	1,450,190	1,065,613	384,576	384,576	73%	1,442,606	42%						42%	
506200 Maintenance & Repair	3,876,055	2,086,380	1,571,498	514,882	514,882	75%	2,304,557	41%						41%	
507000 E-Z Pass Supplies	3,859	2,573	0	2,573	2,573	0%	3,859	0%						0%	
<b>Supplies and Repairs</b>	<b>15,266,036</b>	<b>8,694,049</b>	<b>6,062,457</b>	<b>2,631,592</b>	<b>2,631,592</b>	<b>70%</b>	<b>9,203,579</b>	<b>40%</b>						<b>40%</b>	
555000 General Liability	5,372,575	3,638,838	(12,180)	3,651,018	3,651,018	0%	5,384,755	0%						0%	

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Account Type	Annual Budget		Period Available Budget		Actuals		Period Available Budget		% of Period Budget Consumed		% of Annual Budget Consumed		Comments/Key Items
	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	January-August	
555010 Settlmnts/Jdgmnts-Lit	0	0	1,015,910	(1,015,910)	0	0	0	0	0	0	0	0	Risk Retention expense is budgeted in
555015 Litigation - ECC	0	0	27,404	(27,404)	27,404	0	0	0	0	0	0	0	account 555000 while actual expense is
555030 Litig & Rel Disburs.	0	0	79,821	(79,821)	79,821	0	0	0	0	0	0	0	recorded at a detailed level in the accounts
555040 Expert/Cons Fees-Lit	0	0	1,239,129	(1,239,129)	1,239,129	0	0	0	0	0	0	0	indicated. In total Risk Retention is on
555050 Insurance Premiums	0	0	1,288,754	(1,288,754)	1,288,754	0	0	0	0	0	0	0	budget for the period.
Risk Retention	5,372,575	3,638,838	3,638,838	0	3,638,838	0	0	0	100%	100%	68%	58%	
510000 Local Mileage Reimb	1,891,309	1,281,976	1,229,434	52,542	1,229,434	0	0	0	96%	96%	65%	65%	
510100 Out Of Area Travel	919,536	605,655	273,721	331,935	273,721	0	0	0	45%	45%	30%	30%	
510200 Training And Educat	1,166,353	767,689	432,149	335,540	432,149	0	0	0	56%	56%	37%	37%	
511000 Control Board Expense	540,000	360,000	250,000	110,000	250,000	0	0	0	69%	69%	46%	46%	
515000 Utility Charges	3,468,573	2,312,966	2,003,105	309,861	2,003,105	0	0	0	87%	87%	58%	58%	
516040 DSS Trng & Edu Pro	1,776,053	940,711	868,107	72,605	868,107	0	0	0	92%	92%	49%	49%	
530000 Other Expenses	5,669,352	2,122,683	1,516,005	606,678	1,516,005	0	0	0	71%	71%	27%	27%	
530010 Chargebacks	1,803,277	751,365	1,161,915	(410,550)	1,161,915	0	0	0	155%	155%	64%	64%	
530030 Pivot Wage Subsidies	3,354,373	1,593,278	1,522,191	71,087	1,522,191	0	0	0	96%	96%	45%	45%	
545000 Rental Charges	17,040,048	10,211,507	9,867,845	343,663	9,867,845	0	0	0	97%	97%	58%	58%	
Other	43,001,449	24,586,669	22,763,308	1,823,360	22,763,308	0	0	0	95%	95%	53%	53%	
Non Profit Agency Subsidy	35,181,920	25,327,124	25,327,124	0	25,327,124	0	0	0	100%	100%	72%	72%	
Non Profit Purchase of Services	184,176,171	92,754,415	92,326,486	427,929	92,326,486	0	0	0	100%	100%	50%	50%	
516015 Stadium Insp & Compl	1,500,000	812,360	444,260	368,101	444,260	0	0	0	55%	55%	30%	30%	
516020 Pro Ser Cnt and Fees	38,312,314	14,034,574	12,722,815	1,311,759	12,722,815	0	0	0	91%	91%	33%	33%	
516021 Indep Procd Review	121,334	33,333	33,333	0	33,333	0	0	0	100%	100%	27%	27%	
516030 Maintenance Contracts	12,083,579	9,229,858	9,229,858	0	9,229,858	0	0	0	100%	100%	76%	76%	
516042 Foreclosure Action	2,821,461	920,712	920,712	0	920,712	0	0	0	100%	100%	33%	33%	
516039 Shelter Improvements	1,000,000	88,140	88,140	0	88,140	0	0	0	100%	100%	9%	9%	
516055 Dept Pymnts to ECC	60,000	119,296	119,296	0	119,296	0	0	0	100%	100%	199%	199%	
516080 Life Safety Contract	1,826,346	1,002,217	1,002,217	0	1,002,217	0	0	0	100%	100%	55%	55%	
520000 Municipal Assoc Fees	131,146	124,263	124,263	(0)	124,263	0	0	0	100%	100%	95%	95%	
520010 Txs&Asses-Co Ownd Pr	600	400	224	176	224	0	0	0	56%	56%	37%	37%	
520020 Co Res Emrl Comm Col	10,831,665	5,344,516	5,344,516	0	5,344,516	0	0	0	100%	100%	49%	49%	
520040 Curr Pymts Mass Tran	3,657,200	2,742,900	2,742,900	0	2,742,900	0	0	0	100%	100%	75%	75%	
520050 Garbage Disposal	131,518	88,018	75,619	12,399	75,619	0	0	0	86%	86%	57%	57%	
520070 Buffalo Bills Maint	3,250,685	2,124,527	2,124,527	0	2,124,527	0	0	0	100%	100%	65%	65%	
520072 Working Capital Asst	2,082,283	2,064,231	2,064,231	0	2,064,231	0	0	0	100%	100%	99%	99%	
Professional Svcs Contracts and Fees	77,810,130	38,729,346	37,036,911	1,692,435	37,036,911	0	0	0	96%	96%	48%	48%	
516050 Dept Payments-ECMCC	6,169,298	3,244,078	3,248,181	(4,103)	3,248,181	0	0	0	100%	100%	53%	53%	
516055 ECMCC Drug & Alcohol	566,031	377,354	377,354	0	377,354	0	0	0	100%	100%	67%	67%	
ECMCC Payments	6,735,329	3,621,432	3,625,535	(4,103)	3,625,535	0	0	0	100%	100%	54%	54%	
516060 Sales Tax Loc Gov 3%	432,451,271	300,800,489	297,727,905	3,072,585	297,727,905	0	0	0	99%	99%	69%	69%	
516070 Flat Dist from 1%	12,500,000	12,500,000	12,500,000	0	12,500,000	0	0	0	100%	100%	100%	100%	
520030 NFTA-Share Sales Tax	28,991,973	26,040,664	26,653,363	(612,699)	26,653,363	0	0	0	102%	102%	92%	92%	
Sales Tax to Local Government	473,943,244	339,341,153	336,881,267	2,459,886	336,881,267	0	0	0	99%	99%	71%	71%	

January-August 2025 Budget Monitoring Report (BMR)

Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available Budget		% of Period Budget Consumed		% of Annual Budget Consumed		Comments/Key Items	
	January-August	777,846,795	January-August	499,773,470	January-August	495,197,323	Available Budget	4,576,147	Consumed	99%	Available Budget	282,649,472		Consumed
<b>Contractual</b>														
561410 Lab & Tech Eq	6,795,125		2,429,871	2,429,871	2,429,871	0	0	0	100%	4,365,254	4,365,254	36%		
561420 Office Furn & Fixt	908,640		453,616	453,616	453,616	0	0	0	100%	455,024	455,024	50%		
561430 Bldg Grs & Hwy Eq	334,500		326,697	326,697	326,697	0	0	0	100%	7,803	7,803	98%		
561440 Motor Vehicles	492,599		5,265	5,265	5,265	0	0	0	100%	487,334	487,334	1%		
<b>Equipment</b>														
559000 County Share - Grants	22,820,501		255,184	255,184	255,184	0	0	0	100%	22,565,317	22,565,317	1%		
570000 InterFund Trans-Subs	3,003,588		503,588	503,588	503,588	0	0	0	100%	2,500,000	2,500,000	17%		
570020 Interfund - Road	13,804,466		10,190,109	10,190,109	10,190,109	0	0	0	100%	3,614,357	3,614,357	74%		
570025 Interfd Co Share 911	8,778,315		5,491,840	5,491,840	5,491,840	0	0	0	100%	3,286,475	3,286,475	63%		
570030 Interfund-ECC Sub	19,809,317		19,804,317	19,804,317	19,804,317	0	0	0	100%	5,000	5,000	100%		
570050 InterFund Trans-Cap	51,511,541		2,410,217	2,410,217	2,410,217	0	0	0	100%	49,101,324	49,101,324	5%		
575040 I/F Expense-Utility	4,785,020		3,181,347	2,844,793	2,844,793	336,553	336,553	336,553	89%	1,940,227	1,940,227	59%		
<b>Interfund Expense</b>														
910600 ID Purchasing Srv	(330,829)		(220,553)	(195,717)	(195,717)	(24,836)	(24,836)	(24,836)	89%	(135,112)	(135,112)	33%		
910700 ID Fleet Services	(3,081,758)		(2,054,506)	(1,561,929)	(1,561,929)	(492,577)	(492,577)	(492,577)	76%	(1,519,829)	(1,519,829)	51%		
911400 ID District Atty Srv	(982,349)		(654,899)	(297,116)	(297,116)	(357,783)	(357,783)	(357,783)	45%	(685,233)	(685,233)	30%		
911500 ID Sheriff Div. Srvs	(240,263)		(160,175)	(227,861)	(227,861)	67,686	67,686	67,686	142%	(12,402)	(12,402)	95%		
911630 ID Correctional Fac	(28,846)		(19,231)	(112,192)	(112,192)	92,961	92,961	92,961	583%	83,346	83,346	389%		
911650 ID Corr Hea Svc Div	0		(35,425)	0	0	(35,425)	0	0	0%	0	0	0%		
912000 ID DSS Service	0		0	0	0	0	0	0	0%	0	0	0%		
912215 ID DPW Mail Srvs	(13,117)		(8,745)	(7,665)	(7,665)	(1,079)	(1,079)	(1,079)	88%	(5,452)	(5,452)	58%		
912220 ID Build&Grounds Srv	0		0	0	0	0	0	0	0%	0	0	0%		
912300 ID Highways Services	32,000		21,333	1,450	1,450	19,884	19,884	19,884	7%	30,550	30,550	5%		
912700 ID Health Services	(36,098)		(24,065)	(130,342)	(130,342)	106,277	106,277	106,277	542%	94,244	94,244	361%		
912730 ID Health Lab Srv	22,007		14,671	16,244	16,244	(1,573)	(1,573)	(1,573)	111%	5,763	5,763	74%		
912740 ID Med Ex Services	0		0	(3,081)	(3,081)	3,081	3,081	3,081	0%	3,081	3,081	0%		
914000 ID CW Accts Budget	(5,871)		(3,914)	(7,800)	(7,800)	3,886	3,886	3,886	199%	1,929	1,929	133%		
916000 ID County Attny Srv	(224,528)		(149,685)	(13,258)	(13,258)	(136,427)	(136,427)	(136,427)	9%	(211,270)	(211,270)	6%		
916200 ID Env & Plan Srv	55,083		36,722	(16,839)	(16,839)	53,561	53,561	53,561	-46%	71,922	71,922	-31%		
916300 ID Senior Services	1,915		1,277	0	0	1,277	1,277	1,277	0%	1,915	1,915	0%		
916390 ID Senior Srvs Grant	25,882		17,255	12,503	12,503	4,752	4,752	4,752	72%	13,379	13,379	48%		
916500 ID CPS Services	0		0	0	0	0	0	0	0%	0	0	0%		
942000 ID Library Services	175,898		117,265	99,789	99,789	17,476	17,476	17,476	85%	76,109	76,109	57%		
980000 ID DSS Services	(2,442,493)		(1,628,329)	(1,884,558)	(1,884,558)	256,229	256,229	256,229	116%	(557,935)	(557,935)	77%		
<b>Interdepartmental Billings</b>														
Allocations	(7,073,367)		(4,751,003)	(4,328,372)	(4,328,372)	(86,079)	(86,079)	(86,079)	91%	(2,744,995)	(2,744,995)	61%		
525000 MMIS-Medicaid Loc Sh	117,439,381		37,085,598	37,171,676	37,171,676	0	0	0	100%	80,267,704	80,267,704	32%		
525020 UPL Expense	213,379,184		138,693,530	138,693,530	138,693,530	0	0	0	100%	74,685,654	74,685,654	65%	The phase-out of eFMAP credits by NYS end	
525030 MA - Gross Loc Pymts	14,087,139		0	0	0	0	0	0	0%	14,087,139	14,087,139	0%	in 2025. Beginning in 2026, Erie County will	
525040 Family Assistance-FA	25,840		16,686	16,686	16,686	0	0	0	100%	9,154	9,154	65%	return to our "hard cap" requirement of	
525050 CWS - Foster Care	40,058,078		21,976,914	21,079,011	21,079,011	897,903	897,903	897,903	96%	18,979,067	18,979,067	53%	\$215.8M.	
	114,224,153		53,414,842	52,663,017	52,663,017	751,825	751,825	751,825	99%	61,561,136	61,561,136	46%		

January-August 2025 Budget Monitoring Report (BMR)

Summary by Account Type

Account Type	Annual Budget		Period Budget		Actuals		Period Available		% of Period Budget Consumed		Annual Available Budget		% of Annual Budget Consumed		Comments/Key Items
	January-August	January-August	January-August	January-August	January-August	January-August	Available Budget	Consumed	Consumed	Consumed	Available Budget	Consumed	Consumed		
525060 Safety Net Assist	41,052,864	27,372,451	29,992,633	(2,620,182)	110%	11,060,231	73%								
525070 Emer Assist To Adlts	2,015,641	1,043,761	513,402	530,359	49%	1,502,239	25%								
525080 Ed Handicapped Child	323,819	215,879	93,105	122,774	43%	230,714	29%								
525091 Child Care - Title XX	2,158,893	1,439,262	1,105,522	333,740	77%	1,053,371	51%								
525092 Child Care - CCBG	57,775,186	39,516,791	46,858,759	(7,341,968)	119%	10,916,427	81%								
525097 Emer Rental Assist	1,430,933	880,933	1,387,171	(506,238)	157%	43,762	97%								
525098 Child Care Initiative	250,000	0	0	0	0%	250,000	0%								
525110 Meals On Wheels WNY	70,000	46,667	64,292	(17,625)	138%	5,708	92%								We now anticipate several additional DSH payments that will be advanced from 2026
525120 Adult Special Needs	2,310	1,540	0	1,540	0%	2,310	0%								in order to address ECMCC's acute cash flow crisis. This will likley result in a significant negative variance and expectations of year-end results.
525130 OCFS Yth Fac Charges	6,713,138	3,879,805	3,666,667	213,138	95%	3,046,471	55%								
525140 HEAP Program Costs	891,613	445,807	550,638	(104,832)	124%	340,975	62%								
525150 DSH Expense	62,252,090	40,246,369	40,246,369	0	100%	22,005,722	65%								
525160 Indigent Care DSH	10,114,808	7,586,106	7,586,106	0	100%	2,528,702	75%								
528000 Svcs Spec Need Child	73,884,688	40,756,459	51,706,079	(10,949,621)	127%	22,178,609	70%								
528010 Svcs Early Inv Prog	8,448,044	5,134,696	4,940,555	194,141	96%	3,507,489	58%								
Program Specific	649,158,421	382,668,496	401,163,542	(18,495,046)	105%	247,994,880	62%								
570040 I/F Subsidy Debt Srv	45,015,517	13,653,957	13,653,957	0	100%	31,361,560	30%								
Debt Services	45,015,517	13,653,957	13,653,957	0	100%	31,361,560	30%								
All Other Operating Expense	1,656,258,462	969,677,688	979,227,713	(9,550,026)	101%	677,030,749	59%								
County Expense	2,172,858,110	1,298,407,459	1,291,941,153	6,466,306	100%	880,916,957	59%								
Net	181,524,372	(146,954,851)	(172,222,401)	25,267,550		353,746,773									

Report: ZHR\_VACANT\_POS\_RPT  
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 User: CORNELIUM  
 Department: 100 Legislative Branch

Erie County  
 POSITION CONTROL  
 BENEFIT EARN VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE	
ADM ASST LEG	51018848	GRP 10	FT	P	08/19/2025	LEGISLATURE MAJORITY STAFF	110		62,215.00	1	05	100.000	
	62,215.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt		0	Temp Vac
ADM CL LEG	51008245	GRP 08	FT	P	09/12/2024	DISTRICT OFFICE STAFF	110		55,132.00	2	05	100.000	
	55,132.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt		0	Temp Vac
Totals for Legislative Branch													
	117,347.00	Perm Budget Amt			2	Perm Vac			0.00	Temp Budget Amt		0	Temp Vac

SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	CCOUNTY SHARE
SR TCH SS SP	51016755	GRP 13	FT	P	07/01/2025	INFRASTRUCTURE SERVICES	110	78,000.00	01	100.000	1
78,000.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac											
WEB SV TE LI	51015208	GRP 10	FT	T	07/26/2025	ADMINISTRATION-DISS	110	62,215.00	01	100.000	1
0.00 Perm Budget Amt 0 Perm Vac 62,215.00 Temp Budget Amt 1 Temp Vac											
78,000.00 Perm Budget Amt 1 Perm Vac 62,215.00 Temp Budget Amt 1 Temp Vac											

Totals for Information & Support Services

Report: ZHR\_VACANT\_POS\_RPT  
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 Department: 106 Bureau of Purchase

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SEARR
DEB DIR PUR	51019003	GRP 15	FT	P	01/01/2025	PROCUREMENT	110		94,652.00	02	100.000	
94,652.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												
SUR AS WA WK	51010435	GRP 07	FT	P	05/12/2025	SURPLUS AND ASSET MANAGEMENT	110		47,524.00	02	67.380	
47,524.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

Totals for Bureau of Purchase

142,176.00 Perm Budget Amt 2 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 2

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
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 Department: 107 Bureau of Fleet Services

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
SUP AUTO MEC	51001735	GRP 08	FT	P	08/13/2025	FLEET MAINTENANCE	110		50,821.00	02	100.000	
50,821.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

Totals for Bureau of Fleet Services

50,821.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 1

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
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 Department: 108 Equal Employment Opportunity

Erie County  
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SHORT	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
MIN WO OB ES	51017025	GRP 08	FT	P	08/25/2025	EQUAL EMPORPORTUNITY, DIVERSITY&INCLUSION	110		55,132.00	01		100.0000
55,132.00 Perm Budget Amt										1		
55,132.00 Perm Budget Amt										1		

Totals for Equal Employment Opportunity

55,132.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 1



Report: ZHR\_VACANT\_POS\_RPT  
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 User: CORNELIUM  
 Department: 113 County Clerk

Erie County  
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 BENEFIT EARN VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
ACCOUNTANT	51018230	GRP 09	FT	P	05/31/2025	RECORDING	110		58,577.00	0	01	100.000
	58,577.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
CHP DOC CLK	51001442	GRP 09	FT	P	08/09/2025	RECORDING	110		58,577.00	0	01	100.000
	58,577.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
DOC CLK	00003099	GRP 05	FT	T	07/26/2025	ACTIONS AND PROCEEDINGS/PISTOL PERMITS	110		46,261.00	0	01	100.000
	00003111	GRP 05	FT	P	06/20/2025	RECORDING	110		46,261.00	0	01	100.000
	46,261.00	Perm Budget Amt			1	Perm Vac			46,261.00	Temp Budget Amt	1	Temp Vac
MO VH RE SS	51014802	GRP 05	FT	P	08/13/2025	AUTO BUREAU BRANCH OFFICES	110		46,261.00	0	01	100.000
	46,261.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
MOT VEH RBP	51001432	GRP 05	FT	T	06/17/2025	AUTO BUREAU BRANCH OFFICES	110		46,261.00	0	01	100.000
	51001434	GRP 05	FT	T	01/01/2025	AUTO BUREAU BRANCH OFFICES	110		46,261.00	0	01	100.000
	51010991	GRP 05	FT	T	07/12/2025	AUTO BUREAU BRANCH OFFICES	110		46,261.00	0	01	100.000
	0.00	Perm Budget Amt			0	Perm Vac			138,783.00	Temp Budget Amt	3	Temp Vac
PRIN DOC CLK	51018865	GRP 08	FT	P	05/16/2025	RECORDING	110		55,132.00	0	01	100.000
	55,132.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
SR DOC CLK	00008734	GRP 06	FT	T	05/05/2025	RECORDING	110		49,021.00	0	01	100.000
	00008744	GRP 06	FT	T	06/09/2025	RECORDING	110		49,021.00	0	01	100.000
	51001414	GRP 06	FT	T	05/03/2025	ACTIONS AND PROCEEDINGS/PISTOL PERMITS	110		49,021.00	0	01	100.000
	51018862	GRP 06	FT	P	04/21/2025	RECORDING	110		49,021.00	0	01	100.000
	49,021.00	Perm Budget Amt			1	Perm Vac			147,063.00	Temp Budget Amt	3	Temp Vac
Totals for County Clerk												
	313,829.00	Perm Budget Amt			6	Perm Vac			332,107.00	Temp Budget Amt	7	Temp Vac
												13

Report: ZHR\_VACANT\_POS\_RPT  
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Erie County  
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 BENEFIT EARN VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
ASST DA III	00000453	GRP 14	FT	P	07/12/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51005659	GRP 14	FT	P	07/12/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51005670	GRP 14	FT	P	07/12/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51010007	GRP 14	FT	P	07/12/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51017045	GRP 14	FT	P	06/28/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51017793	GRP 14	FT	P	07/12/2025	LOWER COURTS	110		86,143.00	0	04	100.000
	51017794	GRP 14	FT	P	07/26/2025	SUPERIOR COURTS	110		86,143.00	0	04	100.000
603,001.00 Perm Budget Amt							7		0.00	Temp Vac	7	
ASST DA VIII	51005728	GRP 18	FT	P	09/08/2025	ADMINISTRATION	110		122,329.00	0	04	100.000
122,329.00 Perm Budget Amt							1		0.00	Temp Vac	1	
CO CR IN TP	51010927	GRP 12	FT	P	07/17/2025	SUPERIOR COURTS	110		72,051.00	0	02	100.000
72,051.00 Perm Budget Amt							1		0.00	Temp Vac	1	
DATA ENT OPR	51016915	GRP 04	FT	T	03/24/2025	LOWER COURTS	110		44,227.00	0	01	100.000
	51016928	GRP 04	FT	T	07/12/2025	ADMINISTRATION	110		44,227.00	0	01	100.000
	51017152	GRP 04	FT	T	07/12/2025	LOWER COURTS	110		44,227.00	0	01	100.000
0.00 Perm Budget Amt							3		132,681.00	Temp Vac	3	
LEGAL DAT SY	51015526	GRP 07	FT	T	06/14/2025	LOWER COURTS	110		51,960.00	0	01	100.000
	51019308	GRP 07	FT	P	07/22/2025	ADMINISTRATION	110		51,960.00	0	01	100.000
51,960.00 Perm Budget Amt							1		51,960.00	Temp Vac	2	
LEGAL SEC	00005838	GRP 07	FT	T	08/23/2025	SUPERIOR COURTS	110		51,960.00	0	01	100.000
	00005853	GRP 07	FT	T	07/15/2025	SUPERIOR COURTS	110		51,960.00	0	01	100.000
0.00 Perm Budget Amt							0		103,920.00	Temp Vac	2	
PARALEGAL	51016771	GRP 05	FT	T	06/23/2025	SUPERIOR COURTS	110		46,261.00	0	01	100.000
0.00 Perm Budget Amt							0		46,261.00	Temp Vac	1	
AST DA IV-RP	51014368	GRP 15	RPT	P	09/07/2024	SUPERIOR COURTS	110		70,989.00	0	07	100.000

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	70,989.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac		
AST DI A V R	51018327	GRP 16	RPT	P	01/11/2025	SUPERIOR COURTS	110		77,858.00	07	100.000	
	77,858.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac		
Totals for District Attorney												
	998,188.00	Perm Budget Amt			12	Perm Vac	334,822.00	Temp Budget Amt	7	Temp Vac		19

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ADM ASST SH	51018680	GRP 10	FT	T	02/23/2025	ADMINISTRATION AND PROFESSIONAL SERVICES	110		64,495.00	1	01	100.000
CAPTAIN	00000802	GRP 11	FT	P	11/17/2025	POLICE/PATROL SERVICES	110		86,106.00	1	01	100.000
CON AID SHER	51018953	GRP 06	FT	P	08/23/2025	POLICE/PATROL SERVICES	110		51,070.00	0	02	100.000
DEP SH CRIM	00002406	GRP 08	FT	P	09/06/2025	POLICE/PATROL SERVICES	110		70,928.00	1	01	100.000
DET DEP	51014030	GRP 09	FT	P	10/13/2025	POLICE SUPPORT SERVICES	110		75,042.00	0	01	100.000
	51018283	GRP 09	FT	T	06/29/2025	INVESTIGATIVE SERVICES	110		75,042.00	0	01	100.000
DOM VIO AD	51002648	GRP 06	FT	P	01/07/2025	COMMUNITY PROGRAMS	110		51,070.00	0	01	100.000
RECEPTIONIST	51011883	GRP 03	FT	P	08/31/2025	CIVIL PROCESS	110		44,691.00	0	02	100.000
RES TEAM WKR	51003051	GRP 05	FT	T	05/31/2025	COMMUNITY PROGRAMS	110		48,248.00	1	01	100.000
SERGEANT	00009587	GRP 09	FT	P	09/02/2025	POLICE/PATROL SERVICES	110		75,042.00	1	01	100.000

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	75,042.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
SR TA FL OPA	51019246	GRP 10	FT	P	06/05/2025	POLICE SUPPORT SERVICES	110		79,406.00	07	100.000	
	79,406.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
Totals for Office of the Sheriff												
	625,695.00	Perm Budget Amt			10	Perm Vac		187,785.00	Temp Budget Amt	3	Temp Vac	
												13



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DEP SH OF	00002557	GRP 08	FT	T	07/26/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002560	GRP 08	FT	P	07/12/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002568	GRP 08	FT	P	08/09/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002591	GRP 08	FT	T	07/26/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002622	GRP 08	FT	P	05/09/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002639	GRP 08	FT	P	07/24/2025	TRANSPORTATION	110		66,581.00	01	100.000	
	00002654	GRP 08	FT	P	06/09/2025	TRANSPORTATION	110		66,581.00	01	100.000	
	00002705	GRP 08	FT	T	07/26/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002724	GRP 08	FT	T	07/26/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002754	GRP 08	FT	P	07/12/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002772	GRP 08	FT	P	07/16/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002794	GRP 08	FT	P	04/01/2024	SECURITY HC	110		66,581.00	01	100.000	
	00002811	GRP 08	FT	P	05/20/2025	SECURITY HC	110		66,581.00	01	100.000	
	00002877	GRP 08	FT	P	06/25/2025	TRANSPORTATION	110		66,581.00	01	100.000	
	51002381	GRP 08	FT	T	05/04/2025	SECURITY HC	110		66,581.00	01	100.000	
	51002383	GRP 08	FT	P	05/31/2025	SECURITY HC	110		66,581.00	01	100.000	
	51002705	GRP 08	FT	P	05/16/2025	SECURITY HC	110		66,581.00	01	100.000	
	51003264	GRP 08	FT	P	07/29/2025	SECURITY HC	110		66,581.00	01	100.000	
	51010810	GRP 08	FT	T	07/26/2025	SECURITY HC	110		66,581.00	01	100.000	
	51010813	GRP 08	FT	P	06/09/2025	SECURITY HC	110		66,581.00	01	100.000	
	51010996	GRP 08	FT	T	04/19/2025	SECURITY HC	110		66,581.00	01	100.000	
	51012180	GRP 08	FT	P	05/08/2025	SECURITY HC	110		66,581.00	01	100.000	
	51016779	GRP 08	FT	T	04/20/2025	SECURITY HC	110		66,581.00	01	100.000	
998,715.00	Perm Budget Amt				15	Perm Vac		532,648.00	Temp Budget Amt	8	Temp Vac	23
HC MED AIDE	51010447	GRP 07	FT	P	06/12/2025	HOLDING CENTER MEDICAL SERVICES	110		67,793.00	02	100.000	
	51019249	GRP 07	FT	P	06/05/2025	HOLDING CENTER MEDICAL SERVICES	110		67,793.00	02	100.000	
135,586.00	Perm Budget Amt				2	Perm Vac		0.00	Temp Budget Amt	0	Temp Vac	2
HD NRS HC	51007833	GRP 10	FT	P	07/26/2025	HOLDING CENTER MEDICAL SERVICES	110		94,838.00	02	100.000	
	51010587	GRP 10	FT	T	01/02/2025	HOLDING CENTER MEDICAL SERVICES	110		94,838.00	02	100.000	
94,838.00	Perm Budget Amt				1	Perm Vac		94,838.00	Temp Budget Amt	1	Temp Vac	2
KIT HLP HC	00005425	GRP 03	FT	P	09/04/2025	FOOD SERVICES HC	110		44,691.00	03	100.000	

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	44,691.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	03 100.000
LABORER SHER	00005684	GRP 04	FT	P	04/20/2025	PROGRAMS HC	110		46,170.00	0	Temp Vac
	46,170.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	01 100.000
LIEUT OF	00006273	GRP 11	FT	T	05/31/2025	SECURITY HC	110		82,025.00	1	Temp Vac
	0.00	Perm Budget Amt			0	Perm Vac	82,025.00	Temp Budget Amt	1	Temp Vac	01 100.000
RCC CLK HC	51004831	GRP 06	FT	P	08/23/2025	SECURITY HC	110		51,070.00	0	Temp Vac
	51,070.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	01 100.000
REG NURS HC	51007848	GRP 08	FT	P	05/05/2025	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	1	Temp Vac
	51010471	GRP 08	FT	P	03/22/2024	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	0	Temp Vac
	51010475	GRP 08	FT	P	02/05/2025	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	0	Temp Vac
	51016085	GRP 08	FT	T	05/18/2024	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	0	Temp Vac
	51016087	GRP 08	FT	P	02/23/2025	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	0	Temp Vac
	51017176	GRP 08	FT	P	01/25/2025	HOLDING CENTER MEDICAL SERVICES	110		84,450.00	0	Temp Vac
	422,250.00	Perm Budget Amt			5	Perm Vac	84,450.00	Temp Budget Amt	1	Temp Vac	02 100.000
REG NURSE CH	51013383	GRP 08	FT	P	01/25/2025	CORRECTIONAL FACILITY MEDICAL SERVICES	110		83,901.00	0	Temp Vac
	51013387	GRP 08	FT	P	06/13/2025	CORRECTIONAL FACILITY MEDICAL SERVICES	110		83,901.00	0	Temp Vac
	167,802.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	02 100.000
SGT OFFICER	00009611	GRP 11	FT	P	12/30/2024	TRANSPORTATION	110		76,550.00	0	Temp Vac
	51005313	GRP 11	FT	T	04/06/2025	SECURITY HC	110		76,550.00	0	Temp Vac
	51011039	GRP 11	FT	T	05/31/2025	SECURITY HC	110		76,550.00	0	Temp Vac
	76,550.00	Perm Budget Amt			1	Perm Vac	153,100.00	Temp Budget Amt	2	Temp Vac	01 100.000
SR MD SC SH	51007811	GRP 04	FT	P	09/12/2024	HOLDING CENTER MEDICAL SERVICES	110		46,170.00	0	Temp Vac
	51016919	GRP 04	FT	P	07/26/2025	HOLDING CENTER MEDICAL SERVICES	110		46,170.00	0	Temp Vac

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SHORT	POSITION	JOB	EE	FILL	REFILL	FUNCTION	FUND	GRANT	BUDGETED	TOT	CS	COUNTY
DESC	NUMBER	GROUP	GRP	STAT	DATE				AMOUNT	VAC	CD	SHARE
	92,340.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
										2		
SR NDR PR CH	51018061	GRP 16	FT	P	07/12/2024	HOLDING CENTER MEDICAL SERVICES	110		127,835.00		07	100.000
	51018062	GRP 16	FT	P	06/25/2025	HOLDING CENTER MEDICAL SERVICES	110		127,835.00		07	100.000
	51018063	GRP 16	FT	P	01/08/2025	HOLDING CENTER MEDICAL SERVICES	110		127,835.00		07	100.000
	383,505.00	Perm Budget Amt			3	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
										3		

Totals for Jail Management

3,578,669.00 Perm Budget Amt      51 Perm Vac      1,294,737.00 Temp Budget Amt      18 Temp Vac      69



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	00001308	GRP 09	FT	P	09/21/2024	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	00001317	GRP 09	FT	T	07/13/2025	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51002677	GRP 09	FT	P	06/27/2025	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	49.200	
	51003672	GRP 09	FT	T	08/12/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51004326	GRP 09	FT	P	02/22/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51007762	GRP 09	FT	P	10/06/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110		58,577.00	01	38.650	
	51007959	GRP 09	FT	P	04/14/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51009577	GRP 09	FT	T	08/09/2025	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51009585	GRP 09	FT	P	12/23/2024	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51009587	GRP 09	FT	P	01/27/2024	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51009550	GRP 09	FT	P	05/17/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51009594	GRP 09	FT	P	04/19/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51009599	GRP 09	FT	P	08/25/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51009600	GRP 09	FT	P	05/17/2025	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	45.200	
	51009602	GRP 09	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	45.200	
	51009721	GRP 09	FT	P	10/22/2024	CHILD PROTECTIVE SERVICES	110		58,577.00	01	45.200	
	51009746	GRP 09	FT	P	09/21/2024	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	45.200	
	51010653	GRP 09	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51010689	GRP 09	FT	P	07/26/2025	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51011562	GRP 09	FT	P	07/25/2024	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51011929	GRP 09	FT	P	03/08/2025	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51011930	GRP 09	FT	P	09/21/2024	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51011931	GRP 09	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51011952	GRP 09	FT	P	07/19/2023	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51011955	GRP 09	FT	P	08/24/2024	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51011956	GRP 09	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012070	GRP 09	FT	P	09/11/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012074	GRP 09	FT	T	07/29/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012078	GRP 09	FT	P	12/13/2024	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012128	GRP 09	FT	T	05/17/2025	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	49.200	
	51012355	GRP 09	FT	P	04/10/2025	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	49.200	
	51012360	GRP 09	FT	P	02/08/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012632	GRP 09	FT	P	08/30/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51012904	GRP 09	FT	P	11/16/2024	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	49.200	
	51012905	GRP 09	FT	P	12/16/2024	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51013676	GRP 09	FT	P	05/17/2025	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00	01	49.200	
	51014078	GRP 09	FT	P	08/24/2024	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	
	51016666	GRP 09	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		58,577.00	01	49.200	
	51018906	GRP 09	FT	P	08/13/2025	ADULT & FAMILY SERVICES	110		58,577.00	01	49.200	

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	2,225,926.00	Perm Budget Amt			38	Perm Vac	761,501.00	Temp Budget Amt		13	Temp Vac	
CASHTER	00000992	GRP 06	FT	T	07/12/2025	FINANCIAL RECORDS & SERVICES	110		49,021.00	1	Temp Vac	47.370
	0.00	Perm Budget Amt			0	Perm Vac		Temp Budget Amt		1	Temp Vac	
CH SUP INV	00001335	GRP 07	FT	P	07/12/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			39.200
	00001346	GRP 07	FT	T	07/14/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			39.200
	00001356	GRP 07	FT	P	03/08/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			39.200
	00001368	GRP 07	FT	T	08/24/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			39.200
	00001378	GRP 07	FT	T	07/26/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			35.200
	51009605	GRP 07	FT	P	10/29/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		51,960.00			35.200
	155,880.00	Perm Budget Amt			3	Perm Vac	155,880.00	Temp Budget Amt		3	Temp Vac	
CH SWE	51005513	GRP 12	FT	T	05/17/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110		72,051.00			38.650
	0.00	Perm Budget Amt			0	Perm Vac		Temp Budget Amt		1	Temp Vac	
CLERK	51009639	GRP 01	FT	T	06/15/2025	EC WORKS CENTER	110		40,941.00			38.650
	51009647	GRP 01	FT	T	05/17/2025	FINANCIAL RECORDS & SERVICES	110		40,941.00			47.370
	51009651	GRP 01	FT	T	08/09/2025	EC WORKS CENTER	110		40,941.00			38.650
	0.00	Perm Budget Amt			0	Perm Vac	122,823.00	Temp Budget Amt		3	Temp Vac	
CLERK TYPIST	51009668	GRP 01	FT	T	05/03/2025	FINANCIAL RECORDS & SERVICES	110		40,941.00			47.370
	0.00	Perm Budget Amt			0	Perm Vac	40,941.00	Temp Budget Amt		1	Temp Vac	
CLK SS 55A	00001523	GRP 01	FT	P	08/16/2024	FINANCIAL RECORDS & SERVICES	110		40,941.00			47.370
	40,941.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
CSWK ARAB SP	51017991	GRP 09	FT	P	08/12/2025	CHILD PROTECTIVE SERVICES	110		58,577.00			49.200
	58,577.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
CSWK SPAN SP	00000985	GRP 09	FT	P	06/15/2024	ADULT & FAMILY SERVICES	110		58,577.00			49.200
	00001327	GRP 09	FT	P	10/20/2021	ADULT & FAMILY SERVICES	110		58,577.00			49.200
	51004745	GRP 09	FT	P	03/22/2024	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00			49.200
	51011555	GRP 09	FT	P	07/24/2023	CHILDREN'S SERVICES - DIRECT/INDIRECT	110		58,577.00			49.200

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	234,308.00	Perm Budget Amt			4	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
EMP COUNS	00003229	GRP 09	FT	T	04/19/2025	EMPLOYMENT ASSESSMENT	110	58,577.00	01	32.290		
	00003253	GRP 09	FT	P	08/09/2025	EMPLOYMENT ASSESSMENT	110	58,577.00	01	32.290		
	51016885	GRP 09	FT	P	09/10/2025	EMPLOYMENT ASSESSMENT	110	58,577.00	01	32.290		
	117,154.00	Perm Budget Amt			2	Perm Vac	58,577.00	Temp Budget Amt		1	Temp Vac	
EN CR 2	51018417	GRP 05	FT	P	11/25/2024	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110	46,261.00	02	0.000		
	46,261.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
EN CR A W SS	51006782	GRP 05	FT	P	02/12/2025	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110	46,261.00	07	0.000		
	46,261.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
EN CR WK 1	00003310	GRP 02	FT	P	08/08/2025	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110	41,556.00	02	0.000		
	41,556.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
HD SWE	00004230	GRP 10	FT	P	04/01/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110	62,215.00	01	38.650		
	51003675	GRP 10	FT	T	07/13/2025	LONG TERM CARE ELIGIBILITY	110	62,215.00	01	0.000		
	51003953	GRP 10	FT	T	08/23/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110	62,215.00	01	0.000		
	62,215.00	Perm Budget Amt			1	Perm Vac	124,430.00	Temp Budget Amt		2	Temp Vac	
JR EMP COUNS	51014033	GRP 07	FT	T	04/19/2025	EMPLOYMENT ASSESSMENT	110	51,960.00	01	32.290		
	0.00	Perm Budget Amt			0	Perm Vac	51,960.00	Temp Budget Amt		1	Temp Vac	
MED CASE	00006429	GRP 09	FT	P	09/30/2025	MUR - MEDICAID UTILIZATION REVIEW	110	58,577.00	01	0.000		
	58,577.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
MGT&ORG CONS	00006354	GRP 14	FT	T	07/29/2023	FISCAL MANAGEMENT	110	86,143.00	01	47.370		
	0.00	Perm Budget Amt			0	Perm Vac	86,143.00	Temp Budget Amt		1	Temp Vac	
PARALEGAL	51009119	GRP 05	FT	P	09/02/2025	CHILDREN'S SERVICES	110	46,261.00	01	49.200		

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	46,261.00	Perm Budget Amt			1	Perm Vac	110	0	49,021.00	1	01	47.370
	51018025	GRP 06	FT	P	02/22/2025	PERSONNEL/PAYROLL						

	49,021.00	Perm Budget Amt			1	Perm Vac	110	0	51,960.00	1	01	47.370
	51017760	GRP 07	FT	P	08/01/2025	DSS COMMISS. OFFICE & COMM RELATIONS						

	51,960.00	Perm Budget Amt			1	Perm Vac	110	0	42,767.00	1	02	49.200
	51016857	GRP 03	FT	P	04/19/2025	ADMIN. SUPPORT SERVICES ADMIN.						
	51018362	GRP 03	FT	T	07/12/2025	CHILD PROTECTIVE SERVICES						

	42,767.00	Perm Budget Amt			1	Perm Vac	110	1	67,823.00	2	01	0.000
	51009800	GRP 06	FT	T	07/12/2025	TTW-TRANSITION TO WORK TEAMS						
	51009828	GRP 06	FT	T	07/12/2025	LONG TERM CARE ELIGIBILITY						
	51016890	GRP 06	FT	T	05/17/2025	SNAP ELIGIBILITY TEAMS						
	51018483	GRP 06	FT	T	07/12/2025	TEMPORARY ASSISTANCE SERVICE TEAMS						

	67,823.00	Perm Budget Amt			1	Perm Vac	110	0	49,021.00	1	02	0.000
	51002107	GRP 06	FT	T	08/23/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS						
	51005508	GRP 06	FT	T	07/12/2025	SNAP ELIGIBILITY TEAMS						
	51008653	GRP 06	FT	T	08/23/2025	TEMPORARY ASSISTANCE SERVICE TEAMS						
	51009796	GRP 06	FT	T	05/31/2025	SNAP ELIGIBILITY TEAMS						
	51009800	GRP 06	FT	T	07/12/2025	TTW-TRANSITION TO WORK TEAMS						
	51009828	GRP 06	FT	T	07/12/2025	LONG TERM CARE ELIGIBILITY						
	51016890	GRP 06	FT	T	05/17/2025	SNAP ELIGIBILITY TEAMS						
	51018483	GRP 06	FT	T	07/12/2025	TEMPORARY ASSISTANCE SERVICE TEAMS						

	0.00	Perm Budget Amt			0	Perm Vac	110	8	49,021.00	8	01	0.000
	00009762	GRP 06	FT	P	01/25/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS						
	00009781	GRP 06	FT	P	07/02/2024	LONG TERM CARE ELIGIBILITY						
	00009826	GRP 06	FT	T	08/23/2025	LONG TERM CARE ELIGIBILITY						
	00009832	GRP 06	FT	P	08/24/2024	INVESTIGATIONS AND COLLECTIONS						
	00009834	GRP 06	FT	P	07/12/2025	LONG TERM CARE ELIGIBILITY						
	00009837	GRP 06	FT	T	07/08/2025	TTW-TRANSITION TO WORK TEAMS						
	00009842	GRP 06	FT	T	08/23/2025	TEMPORARY ASSISTANCE SERVICE TEAMS						
	00009855	GRP 06	FT	T	04/19/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS						
	00009858	GRP 06	FT	P	07/13/2024	SNAP ELIGIBILITY TEAMS						
	00009863	GRP 06	FT	T	08/23/2025	CHILD DAY CARE						
	00009864	GRP 06	FT	P	09/09/2024	TEMPORARY ASSISTANCE SERVICE TEAMS						
	00009866	GRP 06	FT	P	08/24/2024	INVESTIGATIONS AND COLLECTIONS						
	00009869	GRP 06	FT	T	07/26/2025	EC WORKS CENTER						
	00009873	GRP 06	FT	T	05/18/2025	SNAP ELIGIBILITY TEAMS						
	00009888	GRP 06	FT	T	07/12/2025	LONG TERM CARE ELIGIBILITY						
	00009895	GRP 06	FT	T	07/26/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS						

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	00009896	GRP 06	FT	P	02/08/2025	CHILD DAY CARE	110		49,021.00	01	01	49,200
	00009909	GRP 06	FT	P	07/30/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	00009912	GRP 06	FT	P	07/12/2025	LONG TERM CARE ELIGIBILITY	110		49,021.00	01	01	0,000
	00009914	GRP 06	FT	T	07/26/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110		49,021.00	01	01	38,650
	00009920	GRP 06	FT	P	04/22/2024	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000
	00009921	GRP 06	FT	P	05/31/2025	ERP - EMPLOYMENT & FIN PLANNING TEAMS	110		49,021.00	01	01	38,650
	00009932	GRP 06	FT	P	06/21/2024	LONG TERM CARE ELIGIBILITY	110		49,021.00	01	01	0,000
	00009938	GRP 06	FT	T	10/05/2024	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51002106	GRP 06	FT	T	08/24/2024	ERP - EMPLOYMENT & FIN PLANNING TEAMS	110		49,021.00	01	01	38,650
	51002529	GRP 06	FT	T	08/09/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51002534	GRP 06	FT	T	07/12/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51002536	GRP 06	FT	P	04/01/2024	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000
	51002538	GRP 06	FT	P	07/12/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	38,650
	51002543	GRP 06	FT	T	07/12/2025	EC WORKS CENTER	110		49,021.00	01	01	38,650
	51003417	GRP 06	FT	T	07/26/2025	EC WORKS CENTER	110		49,021.00	01	01	0,000
	51005503	GRP 06	FT	P	04/17/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51005504	GRP 06	FT	P	08/04/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	38,650
	51005505	GRP 06	FT	P	02/22/2025	ERP - EMPLOYMENT & FIN PLANNING TEAMS	110		49,021.00	01	01	38,650
	51007113	GRP 06	FT	P	05/17/2024	TTW-TRANSITION TO WORK TEAMS	110		49,021.00	01	01	38,650
	51008042	GRP 06	FT	T	08/23/2025	EC WORKS CENTER	110		49,021.00	01	01	38,650
	51009784	GRP 06	FT	P	07/12/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110		49,021.00	01	01	38,650
	51009785	GRP 06	FT	T	03/09/2024	TTW-TRANSITION TO WORK TEAMS	110		49,021.00	01	01	38,650
	51009787	GRP 06	FT	P	10/16/2024	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	38,650
	51009790	GRP 06	FT	P	07/26/2025	TEMP ASSIST SPECIALIZED TEAMS	110		49,021.00	01	01	0,000
	51009791	GRP 06	FT	T	07/13/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000
	51009792	GRP 06	FT	T	07/26/2025	LONG TERM CARE ELIGIBILITY	110		49,021.00	01	01	0,000
	51009797	GRP 06	FT	T	07/12/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51009798	GRP 06	FT	P	08/27/2024	TEMPORARY ASSISTANCE SERVICE TEAMS	110		49,021.00	01	01	38,650
	51009804	GRP 06	FT	T	08/09/2025	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51009807	GRP 06	FT	P	05/03/2024	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000
	51009820	GRP 06	FT	P	02/22/2025	LONG TERM CARE ELIGIBILITY	110		49,021.00	01	01	0,000
	51009825	GRP 06	FT	P	06/11/2024	TEMP ASSIST SPECIALIZED TEAMS	110		49,021.00	01	01	38,650
	51009827	GRP 06	FT	T	08/24/2024	TTW-TRANSITION TO WORK TEAMS	110		49,021.00	01	01	38,650
	51009830	GRP 06	FT	T	07/12/2025	RESOURCE SERVICES	110		49,021.00	01	01	37,873
	51009836	GRP 06	FT	P	08/20/2024	LONG TERM CARE ELIGIBILITY	110		49,021.00	01	01	0,000
	51009845	GRP 06	FT	P	07/27/2024	INVESTIGATIONS AND COLLECTIONS	110		49,021.00	01	01	37,873
	51011710	GRP 06	FT	P	06/01/2024	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51016386	GRP 06	FT	T	01/27/2024	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110		49,021.00	01	01	0,000
	51016889	GRP 06	FT	P	07/12/2025	ERP - EMPLOYMENT & FIN PLANNING TEAMS	110		49,021.00	01	01	38,650
	51018831	GRP 06	FT	T	12/28/2024	SNAP ELIGIBILITY TEAMS	110		49,021.00	01	01	50,000
	51018902	GRP 06	FT	P	08/20/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000
	51018903	GRP 06	FT	P	07/30/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		49,021.00	01	01	0,000

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DESC	NUMBER	GROUP	GRP	STAT	DATE					AMOUNT	VAC	CD	SHARE
	1,617,693.00	Perm Budget Amt			33	Perm Vac	1,225,525.00	Temp Budget Amt	25	Temp Vac	58		
SOC WEL	EX S	00009946	GRP 06	FT	P	06/01/2024	TEMPORARY ASSISTANCE SERVICE TEAMS	110		49,021.00	01	38.650	
		00009948	GRP 06	FT	P	09/07/2024	EC WORKS CENTER	110		49,021.00	01	38.650	
		00009956	GRP 06	FT	P	12/14/2024	TTW-TRANSITION TO WORK TEAMS	110		49,021.00	01	38.650	
		51009779	GRP 06	FT	P	06/01/2024	TTW-TRANSITION TO WORK TEAMS	110		49,021.00	01	38.650	
	196,084.00	Perm Budget Amt			4	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	4		
SR CASWKRKR		00008187	GRP 10	FT	T	08/09/2025	ADOPTION	110		62,215.00	01	45.200	
		00008259	GRP 10	FT	P	08/17/2025	EC WORKS CENTER	110		62,215.00	01	51.000	
		00008267	GRP 10	FT	P	09/02/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110		62,215.00	01	38.650	
		51013178	GRP 10	FT	T	08/09/2025	CHILD PROTECTIVE SERVICES	110		62,215.00	01	49.200	
	124,430.00	Perm Budget Amt			2	Perm Vac	124,430.00	Temp Budget Amt	2	Temp Vac	4		
SR CH SUP IN		00008340	GRP 08	FT	T	08/23/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		55,132.00	01	39.200	
	0.00	Perm Budget Amt			0	Perm Vac	55,132.00	Temp Budget Amt	1	Temp Vac	1		
SR CL TYP		00008592	GRP 04	FT	T	08/09/2025	FINANCIAL RECORDS & SERVICES	110		44,227.00	01	47.370	
		00008604	GRP 04	FT	P	04/20/2024	CHILD PROTECTIVE SERVICES	110		44,227.00	01	49.200	
		00008637	GRP 04	FT	P	08/10/2025	LEGAL SERVICES - IVD	110		44,227.00	01	39.200	
		51009630	GRP 04	FT	P	08/09/2025	SNAP ELIGIBILITY TEAMS	110		44,227.00	01	50.000	
		51009631	GRP 04	FT	P	02/10/2025	EC WORKS CENTER	110		44,227.00	01	38.650	
		51009635	GRP 04	FT	P	05/20/2025	CHILD SUPPORT ESTABLISHMENT/ENFORCEMENT	110		44,227.00	01	39.200	
		51012480	GRP 04	FT	P	05/31/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110		44,227.00	01	0.000	
		51013183	GRP 04	FT	T	05/18/2024	EMPLOYMENT ASSESSMENT	110		44,227.00	01	32.290	
		51017014	GRP 04	FT	P	03/08/2025	CHILD DAY CARE	110		44,227.00	01	49.200	
	309,589.00	Perm Budget Amt			7	Perm Vac	88,454.00	Temp Budget Amt	2	Temp Vac	9		
SR CLERK		00008370	GRP 03	FT	T	07/18/2025	LEGAL SERVICES - IVD	110		42,767.00	01	39.200	
		00008407	GRP 03	FT	P	11/16/2024	LONG TERM CARE ELIGIBILITY	110		42,767.00	01	0.000	
		51016887	GRP 03	FT	P	08/23/2025	SNAP ELIGIBILITY TEAMS	110		42,767.00	01	50.000	
	85,534.00	Perm Budget Amt			2	Perm Vac	42,767.00	Temp Budget Amt	1	Temp Vac	3		
SR EMP COUNS		00008769	GRP 10	FT	P	06/14/2025	EMPLOYMENT ASSESSMENT	110		62,215.00	01	52.290	
		51013180	GRP 10	FT	P	09/26/2025	EMPLOYMENT ASSESSMENT	110		62,215.00	01	32.290	

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DESC	NUMBER	GROUP	GRP	STAT				AMOUNT	VAC	CD	SHARE		
	124,430.00	Perm Budget Amt			2	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	
SIR MD REF SP	00009014	GRP 08	FT	P	08/14/2025	COMMUNITY MEDICAID ELIGIBILITY TEAMS	110	55,132.00	0	Temp Vac	01	0.000	
	55,132.00	Perm Budget Amt			1	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	
SR PARALEGAL	51016870	GRP 07	FT	T	08/24/2025	CHILDREN'S SERVICES	110	51,960.00	1	Temp Vac	01	49.200	
	0.00	Perm Budget Amt			0	Perm Vac		51,960.00	Temp Budget Amt		1	Temp Vac	
SR SWE	00009391	GRP 07	FT	T	08/23/2025	CHILD DAY CARE	110	51,960.00	0	Temp Vac	01	49.200	
	00009418	GRP 07	FT	P	07/19/2025	CHILD DAY CARE	110	51,960.00	0	Temp Vac	01	49.200	
	51003933	GRP 07	FT	T	08/09/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110	51,960.00	0	Temp Vac	01	38.650	
	51,960.00	Perm Budget Amt			1	Perm Vac		103,920.00	Temp Budget Amt		2	Temp Vac	
SS TM WKR	00009760	GRP 05	FT	T	10/20/2024	CHILD PROTECTIVE SERVICES	110	46,261.00	0	Temp Vac	01	49.200	
	51012085	GRP 05	FT	P	10/19/2024	CHILDREN'S SERVICES - DIRECT/INDIRECT	110	46,261.00	0	Temp Vac	01	49.200	
	51012086	GRP 05	FT	P	08/06/2025	CHILD PROTECTIVE SERVICES	110	46,261.00	0	Temp Vac	01	49.200	
	51016882	GRP 05	FT	P	07/01/2025	EFP - EMPLOYMENT & FIN PLANNING TEAMS	110	46,261.00	0	Temp Vac	01	38.650	
	138,783.00	Perm Budget Amt			3	Perm Vac		46,261.00	Temp Budget Amt		1	Temp Vac	
SUP OF CL AD	51012154	GRP 10	FT	P	04/01/2025	FISCAL MANAGEMENT	110	62,215.00	0	Temp Vac	01	47.370	
	62,215.00	Perm Budget Amt			1	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	
SWE-SP SP HP	51018495	GRP 06	FT	T	07/12/2025	TEMPORARY ASSISTANCE SERVICE TEAMS	110	49,021.00	0	Temp Vac	02	38.650	
	0.00	Perm Budget Amt			0	Perm Vac		49,021.00	Temp Budget Amt		1	Temp Vac	
WK REL SUP	00010483	GRP 04	FT	P	10/05/2024	EMPLOYMENT ASSESSMENT	110	39,539.00	0	Temp Vac	02	78.650	
	39,539.00	Perm Budget Amt			1	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	
WKF DEV SP	51019254	GRP 10	FT	P	06/28/2025	EMPLOYMENT ASSESSMENT	110	62,215.00	0	Temp Vac	01	0.000	
	51019255	GRP 10	FT	P	06/28/2025	EMPLOYMENT ASSESSMENT	110	62,215.00	0	Temp Vac	01	0.000	

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DESC	NUMBER	GROUP	GRP	STAT	DATE				AMOUNT	VAC	CD	SEARE
	124,430.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
										2		

Totals for Department of Social Services

6,539,492.00 Perm Budget Amt 123 Perm Vac 4,318,569.00 Temp Budget Amt 80 Temp Vac 203





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DESC	NUMBER	GROUP	GRP	STAT						AMOUNT	VAC	CD	SHARE
DEPT HM IN WK	00002973	GRP 09	FT	P	06/27/2024	INTAKE		110		58,577.00	01	51.000	
	51016008	GRP 09	FT	P	09/30/2024	INTAKE		110		58,577.00	01	51.000	
											2		
	117,154.00							0.00		Temp Budget Amt	Temp Vac		
DEPT RBC CRD	00002985	GRP 08	FT	P	07/25/2025	ADMINISTRATION - DETENTION		110		55,132.00	01	51.000	
											1		
	55,132.00							0.00		Temp Budget Amt	Temp Vac		
DEPT SBC GD	00002962	GRP 06	FT	P	07/11/2025	BUILDING SERVICES		110		44,441.00	01	51.000	
	00002963	GRP 06	FT	P	09/02/2025	BUILDING SERVICES		110		44,441.00	01	51.000	
											2		
	88,882.00							0.00		Temp Budget Amt	Temp Vac		
DETPAC SG HP	00002964	GRP 06	FT	P	04/14/2025	BUILDING SERVICES		110		44,441.00	02	51.000	
											1		
	44,441.00							0.00		Temp Budget Amt	Temp Vac		
DETHMINWK HP	00002971	GRP 09	FT	P	09/12/2025	INTAKE		110		58,577.00	02	51.000	
											1		
	58,577.00							0.00		Temp Budget Amt	Temp Vac		
DIR DET PROG	51019105	GRP 14	FT	P	05/03/2025	ADMINISTRATION - DETENTION		110		86,143.00	01	51.000	
											1		
	86,143.00							0.00		Temp Budget Amt	Temp Vac		
JR YDM	51017894	GRP 06	FT	P	01/11/2025	SECURE DIRECT CARE SUPPORT		110		44,441.00	07	51.000	
	51017895	GRP 06	FT	P	07/25/2025	SECURE DIRECT CARE SUPPORT		110		44,441.00	07	51.000	
											2		
	88,882.00							0.00		Temp Budget Amt	Temp Vac		
JUVE JUS CON	51010680	GRP 10	FT	P	05/23/2024	JUVENILE DELINQUENCY SVCS TEAM-SSD JJC'S		110		62,215.00	01	51.000	
	51010682	GRP 10	FT	P	06/14/2025	JUVENILE DELINQUENCY SVCS TEAM-SSD JJC'S		110		62,215.00	01	51.000	
	51010684	GRP 10	FT	T	01/27/2024	JUVENILE DELINQUENCY SVCS TEAM-SSD JJC'S		110		62,215.00	01	51.000	
	51010687	GRP 10	FT	T	06/15/2025	JUVENILE DELINQUENCY SVCS TEAM-SSD JJC'S		110		62,215.00	01	51.000	
											4		
	124,430.00							0.00		Temp Budget Amt	Temp Vac		
SR PERS CLK	51019109	GRP 07	FT	P	05/03/2025	ADMINISTRATION - DETENTION		110		51,960.00	01	51.000	

SHORT	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
SR	YTH DT WK	51017666	GRP 08	FT	10/26/2024	YOUTH DETENTION - RAISE THR AGE	110		50,821.00	01	51.000	
50,821.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												
STP	DEV MNG	51018178	GRP 10	FT	08/09/2025	ADMINISTRATION - DETENTION	110		62,215.00	01	51.000	
62,215.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												
YTH	DE WK HP	00010498	GRP 07	FT	04/08/2025	SECURE CHILDCARE	110		47,524.00	02	51.000	
00010501 GRP 07 FT 07/15/2025 SECURE CHILDCARE 110 47,524.00 02 51.000												
00010516 GRP 07 FT 05/08/2025 SECURE CHILDCARE 110 47,524.00 02 51.000												
51010483 GRP 07 FT 09/03/2025 SECURE CHILDCARE 110 47,524.00 02 51.000												
51016391 GRP 07 FT 07/22/2025 SECURE CHILDCARE 110 47,524.00 02 51.000												
51016804 GRP 07 FT 05/22/2025 SECURE CHILDCARE 110 47,524.00 02 51.000												
285,144.00 Perm Budget Amt 6 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												
YTH	DEWK	00010493	GRP 07	FT	06/16/2025	SECURE CHILDCARE	110		47,524.00	01	51.000	
00010496 GRP 07 FT 07/20/2024 SECURE CHILDCARE 110 47,524.00 01 51.000												
00010506 GRP 07 FT 02/24/2024 SECURE CHILDCARE 110 47,524.00 01 51.000												
51009918 GRP 07 FT 08/02/2025 SECURE CHILDCARE 110 47,524.00 01 51.000												
51013102 GRP 07 FT 07/15/2025 SECURE CHILDCARE 110 47,524.00 01 51.000												
51015081 GRP 07 FT 03/09/2024 SECURE CHILDCARE 110 47,524.00 01 51.000												
51019106 GRP 07 FT 05/03/2025 SECURE CHILDCARE 110 47,524.00 01 51.000												
51019107 GRP 07 FT 05/03/2025 SECURE CHILDCARE 110 47,524.00 01 51.000												
285,144.00 Perm Budget Amt 6 Perm Vac 95,048.00 Temp Budget Amt 2 Temp Vac 8												

Totals for Youth Services Division

1,398,925.00	Perm Budget Amt	27	Perm Vac	219,478.00	Temp Budget Amt	4	Temp Vac	31
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BILL ACCT CL	51005932	GRP 06	FT	P	05/31/2025	PROBATION ADMINISTRATION & OPERATIONS	110		49,021.00	0	01	88.000
	49,021.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
PROB OFFICER	00007458	GRP 11	FT	P	06/05/2025	PROBATION SERVICES - ADULT	110		67,823.00	0	01	88.000
	00007508	GRP 11	FT	P	07/31/2025	PROBATION SERVICES - ADULT	110		67,823.00	0	01	88.000
	51016699	GRP 11	FT	T	04/19/2025	PROBATION SERVICES - JUVENILE/FAM CRT.	110		67,823.00	0	01	88.000
	135,646.00	Perm Budget Amt			2	Perm Vac			67,823.00	Temp Budget Amt	1	Temp Vac
SR CL TYP	51009763	GRP 04	FT	T	02/08/2025	PROBATION SERVICES - ADULT	110		44,227.00	0	01	88.000
	51016683	GRP 04	FT	T	10/19/2024	PROBATION SERVICES - ADULT	110		44,227.00	0	01	88.000
	0.00	Perm Budget Amt			0	Perm Vac			88,454.00	Temp Budget Amt	2	Temp Vac
Totals for Probation												
	184,667.00	Perm Budget Amt			3	Perm Vac			156,277.00	Temp Budget Amt	3	Temp Vac

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ACC CLK	51017987	GRP 04	FT	T	01/25/2025	CHILDREN WITH SPECIAL NEEDS ADMIN.	110		44,227.00	1	01	55.00C
					0	Perm Vac			44,227.00	Temp Vac		
ACCOUNT HP	51016403	GRP 09	FT	T	08/09/2025	ACCOUNTING AND FISCAL MANAGEMENT	110		58,577.00	1	02	64.00C
					0	Perm Vac			58,577.00	Temp Vac		
ACCOUNTANT	51002635	GRP 09	FT	T	05/31/2025	ACCOUNTING AND FISCAL MANAGEMENT	110		58,577.00	1	01	64.00C
					0	Perm Vac			58,577.00	Temp Vac		
ADV EM ME TE	51019188	GRP 08	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		55,132.00	01	01	91.00C
	51019189	GRP 08	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		55,132.00	01	01	91.00C
					2	Perm Vac			62,215.00	Temp Vac		
AST DR CHD	00000398	GRP 10	FT	P	07/11/2025	CHILDREN WITH SPECIAL NEEDS ADMIN.	110		62,215.00	01	01	55.00C
					1	Perm Vac			0.00	Temp Vac		
DENT HYG	51009235	GRP 07	FT	P	10/05/2024	DENTAL HEALTH EDUCATION	110		51,960.00	01	01	64.00C
					1	Perm Vac			0.00	Temp Vac		
EMER MED TEC	51019190	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019191	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019192	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019193	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019194	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019195	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019196	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019197	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
	51019198	GRP 07	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		51,960.00	01	01	91.00C
					9	Perm Vac			0.00	Temp Vac		
INV PH SAN	51016411	GRP 08	FT	T	08/09/2025	LEAD POISONING PREVENTION	110		55,132.00	01	01	64.00C

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JTR ADM ASST	51016831	GRP 07	FT	P	04/19/2025	EMS ADMINISTRATION	110		51,960.00	0	Temp Vac	01 100.000
	51,960.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt		
MED OPF ASST	00006375	GRP 04	FT	T	08/21/2025	IMMUNIZATIONS	110		44,227.00	1	Temp Vac	01 64.000
	0.00	Perm Budget Amt			0	Perm Vac			44,227.00	Temp Budget Amt		
PARAMEDIC I	51019181	GRP 09	FT	T	06/28/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	1	Temp Vac	01 91.000
	51019182	GRP 09	FT	T	08/24/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	51019183	GRP 09	FT	T	08/24/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	51019184	GRP 09	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	51019185	GRP 09	FT	T	08/24/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	51019186	GRP 09	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	51019187	GRP 09	FT	T	08/24/2025	EMS AMBULANCE OPERATIONS	110		58,577.00	01	91.000	
	117,154.00	Perm Budget Amt			2	Perm Vac			292,885.00	Temp Budget Amt		
PARAMEDIC II	51017998	GRP 10	FT	P	08/09/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51017999	GRP 10	FT	P	08/09/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019124	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019125	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019176	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019177	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019178	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019179	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	51019180	GRP 10	FT	P	06/28/2025	EMS AMBULANCE OPERATIONS	110		62,215.00	01	91.000	
	559,935.00	Perm Budget Amt			9	Perm Vac			0.00	Temp Budget Amt		
PH NURSE	51018306	GRP 09	FT	P	09/04/2025	TB OUTREACH	110		88,392.00	01	64.000	
	88,392.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt		
PHEMPREP COR	51016735	GRP 09	FT	T	07/03/2025	EMERGENCY PREPAREDNESS & RESPONSE	110		58,577.00	01	64.000	

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PRIN CLERK	51016704	GRP 06	FT	T	02/09/2025	ACCOUNTING AND FISCAL MANAGEMENT	110		49,021.00	1	01	64.000	
	0.00	Perm Budget Amt			0	Perm Vac			49,021.00	Temp Vac			
SR CS MG ETS	00008185	GRP 09	FT	P	10/23/2025	CHILDREN WITH SPECIAL NEEDS ADMIN.	110		58,577.00	0	01	55.000	
	58,577.00	Perm Budget Amt			1	Perm Vac			58,577.00	Temp Vac			
SR INV PH SN	51004761	GRP 10	FT	P	10/20/2025	ENVIRONMENTAL HEALTH ADM& ASSESSMENT-PHL	110		62,215.00	0	01	64.000	
	62,215.00	Perm Budget Amt			1	Perm Vac			62,215.00	Temp Vac			
SR PST CN WK	00009185	GRP 07	FT	P	09/02/2025	ENVIRONMENTAL HEALTH ADM& ASSESSMENT-PHL	110		47,524.00	0	03	64.000	
	47,524.00	Perm Budget Amt			1	Perm Vac			47,524.00	Temp Vac			
SR SCENE INV	51018910	GRP 11	FT	P	07/12/2025	MEDICAL EXAMINER'S OFFICE	110		67,823.00	0	01	100.000	
	51018912	GRP 11	FT	P	01/01/2025	MEDICAL EXAMINER'S OFFICE	110		67,823.00	0	01	100.000	
	135,646.00	Perm Budget Amt			2	Perm Vac			135,646.00	Temp Vac			
SR STAT CLK	51009243	GRP 06	FT	P	11/05/2025	SURVEILLANCE & EPIDEMIOLOGY	110		49,021.00	0	01	64.000	
	49,021.00	Perm Budget Amt			1	Perm Vac			49,021.00	Temp Vac			
REG NURS RPT	51013501	GRP 08	RPT	P	05/28/2025	YOUTH DETENTION HEALTH SERVICES	110		72,607.00	0	02	50.000	
	72,607.00	Perm Budget Amt			1	Perm Vac			72,607.00	Temp Vac			
Totals for Health													
	1,935,110.00	Perm Budget Amt			33	Perm Vac			661,223.00	12		Temp Vac	45

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RECEPTIONIST	51014362	GRP 03	FT	P	07/29/2025	OFFICE OF VETERANS' AFFAIRS	110	42,767.00	02	100.000	
42,767.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac											

Totals for Office of Veterans' Services

42,767.00	Perm Budget Amt	1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac
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AST DP CM BD	51007154	GRP 13	FT	P	02/13/2025	ADMINISTRATION-BOE - REP.	110		78,000.00	1	05	100.000
78,000.00 Perm Budget Amt												
CHP ELU CL CU	51017706	GRP 09	FT	P	04/22/2023	ADMINISTRATION-BOE - REP.	110		58,577.00	1	05	100.000
58,577.00 Perm Budget Amt												
COM OP BD EL	51004171	GRP 07	FT	P	01/17/2020	ADMINISTRATION-BOE - DEM.	110		51,960.00	05	05	100.000
	51006950	GRP 07	FT	P	01/20/2018	ADMINISTRATION-BOE - DEM.	110		51,960.00	05	05	100.000
103,920.00 Perm Budget Amt												
DAT MAN SUP	51010603	GRP 12	FT	P	08/20/2025	ADMINISTRATION-BOE - DEM.	110		72,051.00	05	05	100.000
72,051.00 Perm Budget Amt												
ELBFC INF SVAS	51016503	GRP 08	FT	P	01/01/2024	ADMINISTRATION-BOE - REP.	110		55,132.00	05	05	100.000
55,132.00 Perm Budget Amt												
ELECT CLK	51004928	GRP 06	FT	P	01/28/2023	ADMINISTRATION-BOE - DEM.	110		49,021.00	05	05	100.000
	51004934	GRP 06	FT	P	01/01/2022	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51007031	GRP 06	FT	P	09/21/2024	ADMINISTRATION-BOE - DEM.	110		49,021.00	05	05	100.000
	51008971	GRP 06	FT	P	07/01/2024	ADMINISTRATION-BOE - DEM.	110		49,021.00	05	05	100.000
	51009356	GRP 06	FT	P	01/09/2021	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51010510	GRP 06	FT	P	08/02/2019	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51012978	GRP 06	FT	P	09/18/2023	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51013177	GRP 06	FT	P	02/22/2021	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51013451	GRP 06	FT	P	01/01/2024	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	100.000
	51013458	GRP 06	FT	P	01/01/2024	ADMINISTRATION-BOE - REP.	110		49,021.00	05	05	0.000
490,210.00 Perm Budget Amt												
490,210.00 Perm Budget Amt												
INF SY SP BO	51011939	GRP 11	FT	P	05/09/2024	ADMINISTRATION-BOE - REP.	110		67,823.00	05	05	100.000
67,823.00 Perm Budget Amt												
JR ELECT CLK	00005297	GRP 04	FT	P	01/06/2025	ADMINISTRATION-BOE - REP.	110		44,227.00	05	05	100.000
	51002204	GRP 04	FT	P	12/11/2024	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51003564	GRP 04	FT	P	12/17/2022	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51003566	GRP 04	FT	P	03/23/2024	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51004714	GRP 04	FT	P	12/17/2022	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51004715	GRP 04	FT	P	03/23/2024	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51006175	GRP 04	FT	P	01/06/2025	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000
	51010579	GRP 04	FT	P	11/06/2021	ADMINISTRATION-BOE - DEM.	110		44,227.00	05	05	100.000

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	353,816.00	Perm Budget Amt			8	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
PRIN ELI CLK	00007410	GRP 08	FT	P	01/01/2025	ADMINISTRATION-BOE - REP.	110		55,132.00	1	05	100.000
	55,132.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
SEC COM ELEC	51011881	GRP 08	FT	P	01/09/2014	ADMINISTRATION-BOE - REP.	110		55,132.00	1	05	100.000
	55,132.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
SR COM OP BD	51008095	GRP 08	FT	P	12/30/2024	ADMINISTRATION-BOE - DEM.	110		55,132.00	1	05	100.000
	55,132.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
SR ELEC CLK	00008757	GRP 07	FT	P	02/26/2025	ADMINISTRATION-BOE - REP.	110		51,960.00	05	100.000	
	51002174	GRP 07	FT	P	05/10/2024	ADMINISTRATION-BOE - DEM.	110		51,960.00	05	100.000	
	51003617	GRP 07	FT	P	01/01/2024	ADMINISTRATION-BOE - REP.	110		51,960.00	05	100.000	
	155,880.00	Perm Budget Amt			3	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
SUPV BA DBS	51009102	GRP 12	FT	P	07/05/2025	ADMINISTRATION-BOE - DEM.	110		72,051.00	05	100.000	
	72,051.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
VOT MAC TBCH	51008243	GRP 07	FT	P	03/28/2015	ADMINISTRATION-BOE - REP.	110		51,960.00	05	100.000	
	51010042	GRP 07	FT	P	04/06/2024	ADMINISTRATION-BOE - REP.	110		51,960.00	05	100.000	
	103,920.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
ADM AS BOE R	51003727	GRP 09	RPT	P	05/17/2014	ADMINISTRATION-BOE - REP.	110		53,677.00	05	100.000	
	53,677.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
CLK BE ELC R	51010140	GRP 01	RPT	P	01/10/2025	ADMINISTRATION-BOE - DEM.	110		39,917.00	05	100.000	
	39,917.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
COUN BOE-RPT	51012853	GRP 14	RPT	P	02/10/2023	ADMINISTRATION-BOE - DEM.	110		83,990.00	05	100.000	
	51014301	GRP 14	RPT	P	09/25/2023	ADMINISTRATION-BOE - DEM.	110		83,990.00	05	100.000	

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLIM  
 Department: 150 Board of Elections

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
=====												
	167,980.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									47,796.00	05	100.000	
									47,796.00	05	100.000	
									47,796.00	05	100.000	
=====												
	143,388.00	Perm Budget Amt			3	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									22,114.00	05	100.000	
									43,121.00	05	100.000	
									43,121.00	05	100.000	
									43,121.00	05	100.000	
									33,170.00	05	100.000	
=====												
	184,647.00	Perm Budget Amt			5	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									53,754.00	05	100.000	
=====												
	53,754.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									25,980.00	05	100.000	
									25,980.00	05	100.000	
									50,661.00	05	100.000	
=====												
	102,621.00	Perm Budget Amt			3	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									50,661.00	05	100.000	
=====												
	50,661.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
									50,661.00	05	100.000	
=====												
	2,573,421.00	Perm Budget Amt			51	Perm Vac	0.00	Temp Budget Amt		0	Temp Vac	
										51		

Totals for Board of Elections

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIIM  
 Department: 160 County Attorney - Dept of Law

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REHIRE DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SEARCH	
ADM CONS LAW	51019303	GRP 15	FT	P	07/30/2025	CIVIL LITIGATION	110		94,652.00	1	07	100.000	
	94,652.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt		0	Temp Vac
LEGAL SEC	51010515	GRP 07	FT	T	06/28/2025	CIVIL LITIGATION	110		51,960.00	1	01	100.000	
	0.00	Perm Budget Amt			0	Perm Vac			51,960.00	Temp Budget Amt		1	Temp Vac

Totals for County Attorney - Dept of Law

94,652.00 Perm Budget Amt 1 Perm Vac 51,960.00 Temp Budget Amt 1 Temp Vac 2

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 161 Personnel

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SEARE
PERS CLK	51018913	GRP 06	FT	P	01/01/2025	BENEFIT SERVICES	110		49,021.00	1	01	100.000

49,021.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Totals for Personnel

49,021.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 1

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLIM  
 Department: 162 Environment & Planning Divis'n

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SHORT	POSITION	JOB	EB	FILL	REFILL	DATE	FUNCTION	FUND	GRANT	BUDGETED	TOT	CS	COUNTY
DESC	NUMBER	GROUP	GRP	STAT	DATE					AMOUNT	VAC	CD	SHARE
PLANNER	51016838	GRP 10	FT	P	01/27/2025		PLANNING	110		62,215.00	1	01	100.000
	62,215.00	Perm Budget Amt			1	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	
SR PR CR EP	51019326	GRP 15	FT	P	08/14/2025		ECONOMIC DEVELOPMENT	110		94,652.00	1	01	100.000
	94,652.00	Perm Budget Amt			1	Perm Vac		0.00	Temp Budget Amt		0	Temp Vac	

Totals for Environment & Planning Divis'n

156,867.00 Perm Budget Amt 2 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 163 Department for the Aging

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SHORT	DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
		72,051.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac		
		72,051.00	Perm Budget Amt										
CS MG SR SRV		00000859	GRP 07	FT	P	10/19/2024	COMMUNITY SERVICES COORDINATOR	110		51,960.00	01	50.000	
		00000860	GRP 07	FT	P	04/01/2024	COMMUNITY SERVICES COORDINATOR	110		51,960.00	01	50.000	
		103,920.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac		
		103,920.00	Perm Budget Amt										
Totals for Department for the Aging													
		175,971.00	Perm Budget Amt			3	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac		
		175,971.00	Perm Budget Amt										

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 164 Parks

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE	
ADMIN ASST	00000121	GRP 09	FT	P	09/01/2025	PARKS ADMINISTRATION	110		58,577.00	01	01	100.000	
	58,577.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Vac			
GREENSKEEPER	51001266	GRP 10	FT	P	07/12/2025	GROVER CLEVELAND PARK	110		58,026.00	02	02	100.000	
	58,026.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Vac			
PARK SUPPT	51016460	GRP 13	FT	P	07/12/2025	ELLCOTT CREEK PARK	110		78,000.00	02	02	100.000	
	78,000.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Vac			
PK MN WK I	51001347	GRP 03	FT	T	08/09/2025	GROVER CLEVELAND PARK	110		42,840.00	02	02	100.003	
	51011826	GRP 03	FT	P	08/02/2025	ELLCOTT CREEK PARK	110		42,840.00	02	02	100.003	
	51016845	GRP 03	FT	P	08/09/2025	SPRAGUE BROOK PARK	110		42,840.00	02	02	100.003	
	85,680.00	Perm Budget Amt			2	Perm Vac			42,840.00	Temp Vac			
PK MN WK II	51001382	GRP 05	FT	T	08/23/2025	AKRON FALLS PARK	110		45,246.00	02	02	100.006	
	0.00	Perm Budget Amt			0	Perm Vac			45,246.00	Temp Vac			
Totals for Parks													
	280,283.00	Perm Budget Amt			5	Perm Vac			88,086.00	Temp Budget Amt	2	Temp Vac	7

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 165 Central Police Services

Erie County  
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ACCT ANALYST	51017065	GRP 11	FT	T	08/09/2025	STOP-DWI / TRAFFIC SAFETY	110		67,823.00	1	01	75.000
	0.00	Perm Budget Amt			0	Perm Vac			67,823.00	1		
FOR BIO I	51017063	GRP 11	FT	T	08/09/2025	FORENSIC LABORATORY	110		67,823.00	2	02	100.000
	0.00	Perm Budget Amt			0	Perm Vac			135,646.00	2		
	0.00	Perm Budget Amt										

Totals for Central Police Services

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 167 Emergency Services

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
BLDG GD	51015602	GRP 06	FT	P	09/06/2025	BUILDING SECURITY	110		44,441.00	01	100.000	
	51017637	GRP 06	FT	T	05/24/2025	BUILDING SECURITY	110		44,441.00	01	100.000	
	51017641	GRP 06	FT	P	07/20/2025	BUILDING SECURITY	110		44,441.00	01	100.000	
	51018054	GRP 06	FT	P	09/22/2025	BUILDING SECURITY	110		44,441.00	01	100.000	
Totals for Emergency Services							133,323.00		44,441.00	1	Temp Vac	4
Totals for Emergency Services							133,323.00		44,441.00	1	Temp Vac	4

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNBELM  
 Department: 167 Emergency Services

Erie County  
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 BENEFIT EARN VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
Totals for FUND 110											
20,183,625.00		Perm Fund Amt	351		Perm Vac	8,188,813.00	Temp Fund Amt	146	Temp Vac	497	

Run Totals: Total Perm Vac 351 Total Temp Vac 146 Total Vacancies 497 Total Positions 4,193 Percent 12%

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 103 Labor Relations

Erie County  
 POSITION CONTROL  
 PART TIME VACANCY BY DEPARTMENT, JOB

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SHORT	POSITION	JOB	EE	FILL	REFILL	FUNCTION	FUND	GRANT	BUDGETED	TOT	CS	COUNTY
DESC	NUMBER	GROUP	GRP	STAT	DATE	DEPARTMENT OF LABOR RELATIONS	110		AMOUNT	VAC	CD	SHARE
IARSTUIN SE	51016728	GRP 01	Seasonp		07/08/2021				14,959.00		07	100.000
										1		

Totals for Labor Relations

14,959.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 1

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 111 Real Property Tax Services

Erie County  
 POSITION CONTROL  
 PART TIME VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
SUP ACCT PT	51018297	GRP 11	PT	P	06/01/2024	DEPARTMENT OF REAL PROPERTY TAX	110		32,216.00	1	01	100.000
	32,216.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
TAX ACCT PT	51015554	GRP 10	PT	P	01/01/2022	DEPARTMENT OF REAL PROPERTY TAX	110		29,552.00	01	100.000	
	29,552.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac

Totals for Real Property Tax Services

61,768.00 Perm Budget Amt      2 Perm Vac      0.00 Temp Budget Amt      0 Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLIM  
 Department: 112 Comptroller

Erie County  
 POSITION CONTROL  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
MAN FILL SEA	51018938	SPECIAL	Seasonp		08/30/2025	AUDIT & CONTROL	110		0.00		07	100.000

0.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Totals for Comptroller

0.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 113 County Clerk

Erie County  
 POSITION CONTROL  
 PART TIME VACANCY BY DEPARTMENT, JOB

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
CLERK PT	51002309	GRP 01	PT	P	08/01/2024	ACTIONS AND PROCEEDINGS/PISTOL PERMITS	110		19,447.00	02	100.000	
	51002354	GRP 01	PT	P	10/07/2023	RECORDING	110		19,447.00	02	100.000	
	51002358	GRP 01	PT	P	03/01/2025	ACTIONS AND PROCEEDINGS/PISTOL PERMITS	110		19,447.00	02	100.000	
	51004349	GRP 01	PT	T	01/13/2024	RECORDING	110		19,447.00	02	100.000	

JR MT V CS P	51002288	GRP 05	PT	T	09/21/2024	AUTO BUREAU BRANCH OFFICES	110		21,974.00	02	100.000	
	51002290	GRP 05	PT	P	10/26/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002291	GRP 05	PT	P	06/07/2025	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002296	GRP 05	PT	P	12/11/2023	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002299	GRP 05	PT	P	04/25/2025	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002300	GRP 05	PT	P	11/22/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002331	GRP 05	PT	P	06/15/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002332	GRP 05	PT	P	10/05/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002333	GRP 05	PT	P	10/12/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002336	GRP 05	PT	P	12/20/2024	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>18,905.00</td> <td>02</td> <td>100.000</td> <td></td>	110		18,905.00	02	100.000	
	51002340	GRP 05	PT	P	06/17/2025	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51002343	GRP 05	PT	P	06/14/2025	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	
	51008178	GRP 05	PT	P	05/30/2023	AUTO BUREAU BRANCH OFFICES <td>110</td> <td></td> <td>21,974.00</td> <td>02</td> <td>100.000</td> <td></td>	110		21,974.00	02	100.000	

Totals for County Clerk	318,960.00	Perm Budget Amt	15	Perm Vac	41,421.00	Temp Budget Amt	2	Temp Vac	17
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 User: CORNELIUM  
 Department: 115 Office of the Sheriff

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 POSITION CONTROL  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
DS SE RE S S	51011332	GRP 51	Seasonp		07/15/2023	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011340	GRP 51	Seasonp		08/14/2021	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011342	GRP 51	Seasonp		08/13/2021	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011344	GRP 51	Seasonp		07/17/2021	STADIUM DETAIL	110		4,682.00	07	07	0.030
	51011345	GRP 51	Seasonp		07/12/2025	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011346	GRP 51	Seasonp		04/19/2025	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011348	GRP 51	Seasonp		06/29/2024	STADIUM DETAIL	110		4,682.00	07	07	0.000
	51011349	GRP 51	Seasonp		04/05/2025	STADIUM DETAIL	110		4,682.00	07	07	0.000
37,456.00 Perm Budget Amt 8 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac 8												
DS SEC RES S	51011383	GRP 50	Seasonp		07/12/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011386	GRP 50	Seasonp		06/30/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011393	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011396	GRP 50	Seasonp		05/04/2015	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011402	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011410	GRP 50	Seasonp		07/12/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011421	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011426	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011430	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011439	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011455	GRP 50	Seasonp		07/26/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011462	GRP 50	Seasonp		12/18/2024	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011484	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011491	GRP 50	Seasonp		05/18/2024	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011499	GRP 50	Seasonp		05/18/2024	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011578	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011579	GRP 50	Seasonp		07/12/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011583	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011585	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011586	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011592	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51011593	GRP 50	Seasonp		06/17/2023	STADIUM DETAIL	110		2,840.00	07	07	0.000
	51017500	GRP 50	Seasonp		07/16/2023	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017502	GRP 50	Seasonp		05/18/2024	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017507	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017517	GRP 50	Seasonp		07/20/2024	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017521	GRP 50	Seasonp		07/12/2025	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017525	GRP 50	Seasonp		12/18/2024	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017534	GRP 50	Seasonp		06/23/2022	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017542	GRP 50	Seasonp		04/19/2025	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017547	GRP 50	Seasonp		06/23/2022	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017548	GRP 50	Seasonp		06/23/2022	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017549	GRP 50	Seasonp		06/23/2022	STADIUM DETAIL	110		1,420.00	07	07	0.000
	51017552	GRP 50	Seasonp		06/23/2022	STADIUM DETAIL	110		1,420.00	07	07	0.000



Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNBELTM  
 Department: 116 Jail Management

Erie County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
HC GD PT	51017847	GRP 08	PT	P	11/02/2024	SECURITY HC	110		19,149.00	02	02	100.000
	51017848	GRP 08	PT	P	11/11/2025	SECURITY HC	110		19,149.00	02	02	100.000
	51017854	GRP 08	PT	P	03/08/2025	SECURITY HC	110		19,149.00	02	02	100.000
	51017855	GRP 08	PT	P	07/26/2025	SECURITY HC	110		19,149.00	02	02	100.000
	51017856	GRP 08	PT	P	11/15/2024	SECURITY HC	110		19,149.00	02	02	100.000

95,745.00 Perm Budget Amt      5 Perm Vac      0.00 Temp Budget Amt      0 Temp Vac

Totals for Jail Management

95,745.00 Perm Budget Amt      5 Perm Vac      0.00 Temp Budget Amt      0 Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 120 Department of Social Services

Erie County  
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SHORT	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
EN CR 1 SEA	51012143	GRP 02	Seasonp		08/02/2025	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110		14,235.00	02	02	0.000
	14,235.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
CASEMWR PT	51011888	GRP 09	PT	P	09/04/2024	CHILD PROTECTIVE SERVICES	110		27,824.00	02	02	49.200
	51011889	GRP 09	PT	P	09/18/2024	CHILD PROTECTIVE SERVICES	110		27,824.00	02	02	49.200
	55,648.00	Perm Budget Amt			2	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
EN CR 2 PT	51017074	GRP 05	PT	P	08/12/2025	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110		21,974.00	02	02	0.000
	51017076	GRP 05	PT	P	08/23/2025	HEAP - HOME ENERGY ASSISTANCE PROGRAM	110		21,974.00	02	02	0.000
	43,948.00	Perm Budget Amt			2	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
PR SVC IN PT	51012162	GRP 12	PT	P	10/19/2024	CHILD PROTECTIVE SERVICES	110		34,224.00	01	01	49.200
	34,224.00	Perm Budget Amt			1	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac
Totals for Department of Social Services												
	148,055.00	Perm Budget Amt			6	Perm Vac			0.00	Temp Budget Amt	0	Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 125 Youth Services Division

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SHORT	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
CHAPLAIN	PT	00001023	GRP 11	PT	P	03/15/2025	SECURE CHILD CARE	110	3,391.00	04	04	51.000
		51018227	GRP 11	PT	P	03/15/2025	SECURE CHILD CARE	110	16,956.00	04	04	51.000
20,347.00 Perm Budget Amt										2		
DEPT HM	IN	PT	00002980	GRP 09	PT	P	03/15/2024	INTAKE	22,530.00	02	02	51.000
			00002981	GRP 09	PT	P	08/02/2025	INTAKE	22,530.00	02	02	51.000
			00002982	GRP 09	PT	P	06/14/2025	INTAKE	22,530.00	02	02	51.000
67,590.00 Perm Budget Amt										3		
DEPT SEC	GD	P	00002970	GRP 06	PT	P	07/09/2021	BUILDING SERVICES	14,102.00	01	01	51.000
14,102.00 Perm Budget Amt										1		
YTH DEPT	WK	P	51006936	GRP 07	PT	P	07/25/2025	SECURE PART TIME YDW CHILD CARE	15,080.00	02	02	51.000
			51010431	GRP 07	PT	P	07/23/2025	SECURE PART TIME YDW CHILD CARE	15,080.00	02	02	51.000
			51016802	GRP 07	PT	P	05/31/2025	SECURE PART TIME YDW CHILD CARE	15,080.00	02	02	51.000
45,240.00 Perm Budget Amt										3		
Totals for Youth Services Division												
147,279.00 Perm Budget Amt										9		
0.00 Temp Budget Amt										0		
										9		

Report: ZHR\_VACANT\_POS\_RPT  
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 User: CORNELLM  
 Department: 127 Health

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C L IN C EMS P	51005153	GRP 15	PT	P	05/20/2023	EMS TRAINING	110		7,645.00	02	100.000	
	51005174	GRP 15	PT	P	06/28/2025	EMS TRAINING	110		7,281.00	02	100.000	
	51005175	GRP 15	PT	P	03/26/2025	EMS TRAINING	110		5,233.00	02	100.000	
	20,159.00	Perm Budget Amt			3	Perm Vac			0.00	0	Temp Vac	
C L IN EMS P	51005230	GRP 08	PT	P	03/26/2025	EMS TRAINING	110		3,490.00	02	100.000	
	51005231	GRP 08	PT	P	05/20/2023	EMS TRAINING	110		3,499.00	02	100.000	
	51005232	GRP 08	PT	P	12/04/2024	EMS TRAINING	110		2,173.00	02	100.000	
	51005244	GRP 08	PT	P	03/26/2025	EMS TRAINING	110		2,810.00	02	100.000	
	51006162	GRP 08	PT	P	03/26/2025	EMS TRAINING	110		3,976.00	02	100.000	
	15,948.00	Perm Budget Amt			5	Perm Vac			0.00	0	Temp Vac	
LAB TEC EC P	51017937	GRP 11	PT	P	07/31/2023	ENVIRONMENTAL HEALTH LAB	110		32,216.00	01	0.000	
	32,216.00	Perm Budget Amt			1	Perm Vac			0.00	0	Temp Vac	
PARAMED I PT	51018033	GRP 09	PT	P	08/23/2025	EMS AMBULANCE OPERATIONS	110		27,824.00	01	91.000	
	51018036	GRP 09	PT	T	06/01/2025	EMS AMBULANCE OPERATIONS	110		27,824.00	01	91.000	
	27,824.00	Perm Budget Amt			1	Perm Vac			0.00	0	Temp Vac	
PR WK IN PT	51005284	GRP 01	PT	P	10/19/2024	EMS TRAINING	110		1,201.00	02	100.000	
	51005289	GRP 01	PT	P	05/26/2021	EMS TRAINING	110		827.00	02	100.000	
	51005293	GRP 01	PT	P	01/15/2022	EMS TRAINING	110		1,201.00	02	100.000	
	51005297	GRP 01	PT	P	12/14/2024	EMS TRAINING	110		1,397.00	02	100.000	
	51005299	GRP 01	PT	P	03/26/2025	EMS TRAINING	110		1,476.00	02	100.000	
	51006178	GRP 01	PT	P	05/19/2023	EMS TRAINING	110		590.00	02	100.000	
	51006183	GRP 01	PT	P	12/14/2024	EMS TRAINING	110		590.00	02	100.000	
	7,282.00	Perm Budget Amt			7	Perm Vac			0.00	0	Temp Vac	
Totals for Health												
103,429.00	Perm Budget Amt				17	Perm Vac			27,824.00	1	Temp Vac	18

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 User: CORNELIUM  
 Department: 150 Board of Elections

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CH EL CL C P	51003576	GRP 09	PT	P	01/08/2016	ADMINISTRATION-BOE - DEM.	110		27,824.00	1	05 100.000
	27,824.00				1	Perm Vac			0	Temp Vac	
DAPRCBOE PT	51014951	GRP 13	PT	P	06/20/2020	ADMINISTRATION-BOE - REP.	110		10,500.00	1	05 100.000
	10,500.00				1	Perm Vac			0	Temp Vac	
ELC FIN CL P	51007156	GRP 06	PT	P	01/01/2020	ADMINISTRATION-BOE - REP.	110		23,285.00	1	05 100.000
	23,285.00				1	Perm Vac			0	Temp Vac	
ELC IN S S P	51007157	GRP 11	PT	P	03/19/2020	ADMINISTRATION-BOE - REP.	110		32,216.00	1	05 100.000
	32,216.00				1	Perm Vac			0	Temp Vac	
ELE WKR PTNB	00003139	GRP 01	PT	P	08/24/2025	ADMINISTRATION-BOE - REP.	110		10,708.00	05	100.000
	00003141	GRP 01	PT	P	08/20/2021	ADMINISTRATION-BOE - REP.	110		10,708.00	05	100.000
	00003143	GRP 01	PT	P	01/04/2025	ADMINISTRATION-BOE - REP.	110		9,711.00	05	100.000
	00003145	GRP 01	PT	P	08/18/2025	ADMINISTRATION-BOE - REP.	110		10,708.00	05	100.000
	00003150	GRP 01	PT	P	08/01/2025	ADMINISTRATION-BOE - REP.	110		10,708.00	05	100.000
	00003151	GRP 01	PT	P	08/23/2025	ADMINISTRATION-BOE - DEM.	110		10,708.00	05	100.000
	00003155	GRP 01	PT	P	08/23/2025	ADMINISTRATION-BOE - DEM.	110		10,708.00	05	100.000
	00003157	GRP 01	PT	P	01/18/2020	ADMINISTRATION-BOE - REP.	110		3,897.00	05	100.000
	00003159	GRP 01	PT	P	08/29/2025	ADMINISTRATION-BOE - DEM.	110		10,708.00	05	100.000
	00003161	GRP 01	PT	P	05/01/2021	ADMINISTRATION-BOE - REP.	110		6,850.00	05	100.000
	00003165	GRP 01	PT	P	11/05/2022	ADMINISTRATION-BOE - REP.	110		3,897.00	05	100.000
	51007645	GRP 01	PT	P	08/23/2025	ADMINISTRATION-BOE - DEM.	110		19,447.00	05	100.000
	51012654	GRP 01	PT	P	08/23/2025	ADMINISTRATION-BOE - DEM.	110		19,447.00	05	100.000
	51012655	GRP 01	PT	P	08/22/2025	ADMINISTRATION-BOE - DEM.	110		19,447.00	05	100.000
	51012656	GRP 01	PT	P	08/29/2025	ADMINISTRATION-BOE - DEM.	110		19,447.00	05	100.000
	51016026	GRP 01	PT	P	08/17/2023	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000
	51016027	GRP 01	PT	P	06/26/2025	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000
	51016028	GRP 01	PT	P	10/21/2023	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000
	51016029	GRP 01	PT	P	07/31/2025	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000
	51016030	GRP 01	PT	P	08/27/2022	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000
	51016105	GRP 01	PT	P	08/27/2022	ADMINISTRATION-BOE - REP.	110		19,447.00	05	100.000

Report: ZHR\_VACANT\_POS\_RPT  
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 Department: 150 Board of Elections

Erie County  
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	293,781.00	Perm Budget Amt			21	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	21	
JR EL CL PT	51004176	GRP 04	PT	P	08/01/2025	ADMINISTRATION-BOE - DEM.	110		21,008.00		05	100.000
	51012979	GRP 04	PT	P	01/01/2016	ADMINISTRATION-BOE - REP.	110		21,008.00		05	100.000
	42,016.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	2	
MATECBOE PT	51007110	GRP 07	PT	P	12/17/2022	ADMINISTRATION-BOE - DEM.	110		24,681.00		05	100.000
	51008695	GRP 07	PT	P	08/16/2024	ADMINISTRATION-BOE - DEM.	110		24,681.00		05	100.000
	49,362.00	Perm Budget Amt			2	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	2	
PR EL C A PT	51016471	GRP 08	PT	P	01/01/2022	ADMINISTRATION-BOE - REP.	110		26,188.00		05	100.000
	26,188.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	1	
PR SUVP EL P	51005970	GRP 09	PT	P	04/26/2021	ADMINISTRATION-BOE - DEM.	110		27,824.00		05	100.000
	27,824.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	1	
SR EL CL PT	51014079	GRP 07	PT	P	09/02/2017	ADMINISTRATION-BOE - REP.	110		24,681.00		05	100.000
	24,681.00	Perm Budget Amt			1	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	1	
Totals for Board of Elections												
	557,677.00	Perm Budget Amt			32	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	32	

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNBELLM  
 Department: 162 Environment & Planning Divis'n

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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SEARE
INTERN SBAS	51016837	GRP 01	Seasonp		03/16/2024	PLANNING	110		14,959.00	07		100.000
	51017359	GRP 01	Seasonp		05/17/2024	ENVIRONMENTAL COMPLIANCE	110		9,448.00	07		32.400
	51017360	GRP 01	Seasonp		11/12/2024	ENVIRONMENTAL COMPLIANCE	110		9,448.00	07		32.400
	51017361	GRP 01	Seasonp		05/22/2025	ENVIRONMENTAL COMPLIANCE	110		9,448.00	07		32.400
	51017362	GRP 01	Seasonp		08/14/2023	ENVIRONMENTAL COMPLIANCE	110		9,448.00	07		32.400

52,751.00 Perm Budget Amt 5 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Totals for Environment & Planning Divis'n

52,751.00 Perm Budget Amt 5 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELIUM  
 Department: 164 Parks

Eric County  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND	GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE
BEAC SUPV SE	51006350	GRP 49	Seasonp		08/06/2025	WENDT/BENNETT BEACH PARK	110		9,320.00	1	07	100.000
9,320.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

LIFEBD CP S	51003312	GRP 47	Seasonp		08/12/2025	WENDT/BENNETT BEACH PARK	110		8,920.00	1	02	100.000
8,920.00 Perm Budget Amt 1 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

LIFEBD SEAS	51003603	GRP 45	Seasonp		08/16/2025	WENDT/BENNETT BEACH PARK	110		8,520.00	02	02	100.000
51004452	GRP 45	Seasonp		08/09/2025	WENDT/BENNETT BEACH PARK	110		8,520.00	02	02	100.000	
51005656	GRP 45	Seasonp		08/30/2025	WENDT/BENNETT BEACH PARK	110		4,260.00	02	02	100.000	
51005657	GRP 45	Seasonp		08/28/2025	WENDT/BENNETT BEACH PARK	110		8,520.00	02	02	100.000	
51013372	GRP 45	Seasonp		08/11/2025	WENDT/BENNETT BEACH PARK	110		4,260.00	02	02	100.000	
51017911	GRP 45	Seasonp		08/17/2025	WENDT/BENNETT BEACH PARK	110		8,520.00	02	02	100.000	
42,600.00 Perm Budget Amt 6 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

PARK ATT SEA	51011825	GRP 33	Seasonp		08/13/2025	WENDT/BENNETT BEACH PARK	110		5,813.00	03	03	100.000
51012680	GRP 33	Seasonp		06/28/2025	ELMA MEADOWS PARK	110		12,456.00	03	03	100.000	
51012681	GRP 33	Seasonp		08/28/2025	GROVER CLEVELAND PARK	110		12,456.00	03	03	100.000	
51018542	GRP 33	Seasonp		06/08/2025	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018545	GRP 33	Seasonp		04/21/2025	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018547	GRP 33	Seasonp		03/29/2025	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018548	GRP 33	Seasonp		08/23/2025	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018550	GRP 33	Seasonp		05/23/2024	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018577	GRP 33	Seasonp		08/16/2025	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
51018581	GRP 33	Seasonp		12/06/2024	PARKS ADMINISTRATION	110		13,148.00	03	03	100.000	
122,761.00 Perm Budget Amt 10 Perm Vac 0.00 Temp Budget Amt 0 Temp Vac												

Totals for Parks

183,601.00	Perm Budget Amt	18	Perm Vac	0.00	Temp Budget Amt	0	Temp Vac	18
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Report: ZHR\_VACANT\_FOS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLM  
 Department: 167 Emergency Services

Erle County  
 POSITION CONTROL  
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SHORT DESC	POSITION NUMBER	JOB GROUP	EE GRP	FILL STAT	REFILL DATE	FUNCTION	FUND GRANT	BUDGETED AMOUNT	TOT VAC	CS CD	COUNTY SHARE

Report: ZHR\_VACANT\_POS\_RPT  
 System: PRD/100/ZHR\_VACANT\_RPT  
 User: CORNELLIM  
 Department: 167 Emergency Services

Erle County  
 POSITION CONTROL  
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SHORT	POSITION	JOB	EE	FILL	REFILL	FUNCTION	FUND	GRANT	BUDGETED	TOT	CS	COUNTY
DESC	NUMBER	GROUP	GRP	STAT	DATE				AMOUNT	VAC	CD	SHARE
=====												
Totals for FUND 110												
1,837,731.00	Perm Fund Amt				156	Perm Vac			69,245.00	Temp Fund Amt	3	Temp Vac
=====												

Run Totals: Total Perm Vac 156 Total Temp Vac 3 Total Vacancies 159 Total Positions 669 Percent 24%

**Erie County Legislature**  
**Meeting Date: 10/23/2025**

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**SUBJECT**

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COMM. 19M-1	NYS REAL PROPERTY TAX SERVICES	County Equalization Rates for 2025 Assessment Rolls
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**Attachments**

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25COMM. 19M-1

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State of New York  
Office of Real Property Tax Services  
Building 8A - Special Rates Unit  
WA Harriman State Campus  
Albany, New York 12227

October 07, 2025

Certificate of County Equalization Rates  
For 2025 Assessment Rolls for Municipalities in the  
County of Erie

EC LEG OCT 7 '25 PM 2:00

Ms. Olivia M Owens , Clerk  
Erie County Legislature  
Old County Hall, 4th Fl.  
92 Franklin Street  
Buffalo, NY 14202

On October 07, 2025 the Commissioner established the county equalization rates listed below. These county equalization rates are to be used in the apportionment of the 2026 county tax levy pursuant to Title 2 of Article 8 of the Real Property Tax Law.

<u>Municipal Code / Municipality</u>	<u>2025 County Equalization Rate</u>
140200 City of Buffalo	100.00
140900 City of Lackawanna	64.00
141600 City of Tonawanda	87.00
142000 Town of Alden	56.95
142200 Town of Amherst	99.00
142400 Town of Aurora	20.00
142600 Town of Boston	50.00
142800 Town of Brant	48.00
143000 Town of Cheektowaga	75.00
143200 Town of Clarence	100.00
143400 Town of Colden	25.00
143600 Town of Collins	28.00
143800 Town of Concord	26.00
144000 Town of Eden	37.00
144200 Town of Elma	2.60
144400 Town of Evans	49.00
144600 Town of Grand Island	100.00
144800 Town of Hamburg	29.00
145000 Town of Holland	48.00
145200 Town of Lancaster	64.00
145400 Town of Marilla	24.00
145600 Town of Newstead	90.00
145800 Town of North Collins	49.00
146000 Town of Orchard Park	30.00
146200 Town of Sardinia	33.00
146400 Town of Tonawanda	21.00
146600 Town of Wales	26.00
146800 Town of West Seneca	24.00

If you have any questions you may email [orpts.ess.sprates@tax.ny.gov](mailto:orpts.ess.sprates@tax.ny.gov) or phone (518) 474-5666.

CC: Mr. Scott Bylewski, County Director  
Erie County Rath Building Room 100  
95 Franklin Street  
Buffalo NY 14202

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19M-2	NFTA EXECUTIVE DIRECTOR	Metro Cash Flow Statements
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Attachments

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25COMM. 19M-2

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181 Ellicott Street  
Buffalo, New York 14203  
716-855-7300  
Fax: 716-855-7657  
TDD: 855-7650  
www.nfta.com

October 15, 2025

Ms. Olivia M. Owens  
Clerk of the Erie County Legislature  
25 Delaware Avenue  
Buffalo, NY 14202

Dear Ms. Owens:

Enclosed herewith are two (2) Cash Flow Statements in accordance with Item 21 of the funding Agreement between the County of Erie and the Niagara Frontier Transit Metro System, Inc. signed February 5, 1991.

The Metro Cash Flow Statements set out an Actual Cash Flow for the period 4/1/25 - 9/30/25 and the Projected Cash Flow for the period 10/1/25 - 9/30/26.

If you have any questions, please feel free to contact me.

Very truly yours,

Kimberley Minkel  
Executive Director

KM/ds  
Enclosure

cc: Hon. Kevin R. Hardwick, PhD, Erie County Comptroller

NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.  
Actual Cash Flow, April 2025 - September 2025 (\$000 Omitted)

	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
<b>Beginning - Cash</b>	34,461	12,409	15,484	13,353	3,112	23,642	34,461
<b>Receipts</b>							
Operating Revenue	2,612	2,539	2,450	1,788	1,893	2,413	13,696
Other Receipts	90	93	91	90	85	84	533
Change in Money Center	15	10	16	15	12	14	83
Change in Working Funds	(4)	10	(5)	26	(20)	13	21
<b>Net Operating Receipts</b>	2,714	2,653	2,551	1,919	1,971	2,524	14,333
<b>Operating Assistance</b>							
Erie County Sales Tax			6,565			7,284	13,849
Erie County Mortgage Tax	714	754	819	896	1,088	1,119	5,390
Niagara County Mortgage Tax	117	118	143	199	206	185	967
Peace Bridge Revenue					1,025		2,050
NYS - Section 18b		1,025			964		1,929
Erie County Match - 18b		964			0		112
Niagara County Match - 18b		112			21,227		42,453
NYS - Additional Funds		21,227				1,914	1,914
NYS - PMA					9,303	2,423	11,726
FTA - PMA							
FTA - COVID Relief							
FTA - Section 5311							
<b>Total Operating Receipts &amp; Assistance</b>	832	24,199	7,527	1,094	33,812	12,926	80,390
<b>Operating Expenditures</b>							
Operating Expenditures	3,546	26,852	10,078	3,014	35,783	15,449	94,723
NFTA Services	(14,358)	(15,721)	(15,882)	(16,160)	(14,889)	(13,476)	(90,486)
<b>Total Operating Expenditures</b>	(3,527)	(2,905)	(2,564)	(3,313)	(3,277)	(3,412)	(18,998)
<b>Other Receipts &amp; Expenditures</b>							
Erie County 88c (Sec 253, Sub. 2)	476	547	600	654	795	810	3,881
Increase to 88c Investment	(476)	(547)	(600)	(654)	(795)	(810)	(3,881)
Grant Funded Project Advances/Reimbursements	(4,700)	(3,476)	1,973	3,734	(139)	(1,188)	(3,796)
Capital Purchases	(4,654)	(177)	(868)	(1,213)	(1,393)	(1,191)	(9,496)
Intercompany Transfer/Other							
Union Contribution							
Debt Service							
Transfer to/from Metro Investment	1,642	(1,499)	5,132	3,698	4,444	(7,013)	6,404
Operating Revenue Reserve - Passenger Fares							
Operating Revenue Reserve - Capital							
<b>Total Other Receipts &amp; Expenditures</b>	(7,713)	(5,152)	6,237	6,219	2,912	(9,392)	(6,888)
<b>Net Monthly Cash Flow</b>	(22,052)	3,075	(2,131)	(10,240)	20,529	(10,830)	(21,650)
<b>Ending - Cash</b>	12,409	15,484	13,353	3,112	23,642	12,811	12,811

NIAAGARA FRONTIER TRANSIT METRO SYSTEM, INC.  
 Projected Cash Flow, October 2025 - September 2026 (\$000 Omitted)

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Beginning - Cash	12,811	3,364	16,304	12,717	2,119	15,081	11,233	1,306	13,759	9,388	311	12,585	12,811
<b>Receipts</b>													
Operating Revenue	2,413	2,413	2,413	2,413	2,413	2,413	2,413	2,413	2,413	2,413	2,413	2,413	28,952
Other Receipts	84	84	84	84	84	84	84	84	84	84	84	84	1,004
Change in Money Center	20	30	36	30	27	15	20	30	36	30	27	15	314
Change in Working Funds	23	(46)	6	23	0	(9)	23	(46)	6	23	0	(9)	(5)
<b>Net Operating Receipts</b>	2,539	2,480	2,539	2,549	2,523	2,503	2,539	2,480	2,539	2,549	2,523	2,503	30,265
<b>Operating Assistance</b>													
Erie County Sales Tax	773	663	6,963	637	467	6,658	773	663	6,658	637	467	6,658	26,937
Erie County Mortgage Tax	138	105	129	113	79	157	138	105	129	113	79	157	1,444
Niagara County Mortgage Tax					200								200
Peace Bridge Revenue		1,025		1,025	1,025			1,025			1,025		4,100
NYS - Section 18b		914		914	914			914			914		3,656
Erie County Match - 18b		111		111	111			111			111		444
Niagara County Match - 18b		20,908		20,909	20,909			20,900			20,900		83,617
NYS - Additional Funds		631		631	631			631			631		2,524
NYS - PMA		1,681		1,681	1,681			1,681			1,681		20,172
FTA - PMA													
FTA - COVID Relief													
FTA - Section 5311						124							124
FTA - Section 5311	2,592	26,038	9,453	2,432	26,018	9,223	2,592	26,030	9,148	2,432	25,809	9,099	150,866
Total Operating Assistance	5,131	28,518	11,992	4,981	28,541	11,726	5,131	28,510	11,687	4,981	28,332	11,602	181,131
<b>Total Operating Receipts &amp; Assistance</b>													
Operating Expenditures	(13,476)	(13,476)	(13,476)	(13,476)	(13,476)	(13,476)	(13,880)	(13,880)	(13,880)	(13,880)	(13,880)	(13,880)	(164,136)
Operating Expenditures	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,575)	(2,575)	(2,575)	(2,575)	(2,575)	(2,575)	(30,450)
NFTA Services	(15,976)	(15,976)	(15,976)	(15,976)	(15,976)	(15,976)	(16,455)	(16,455)	(16,455)	(16,455)	(16,455)	(16,455)	(194,586)
<b>Total Operating Expenditures</b>													
<b>Other Receipts &amp; Expenditures</b>													
Erie County 88c (Sec 253, Sub. 2)	598	598	598	598	598	598	598	598	598	598	598	598	7,176
Increase to 88c Investment	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(598)	(7,176)
Grant Funded Project Advances/Reimbursements	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(1,595)	(19,140)
Capital Purchases	1,000						1,000						2,000
Intercompany Transfer/Other													
Union Contribution													
Debt Service													
Transfer to/from Metro Investment	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(2,066)
Operating Revenue Reserve - Passenger Fares	883	883	883	883	883	883	883	883	883	883	883	883	10,604
Operating Revenue Reserve - Capital	1,449	1,449	1,448	1,448	1,448	1,448	1,449	1,449	1,448	1,448	1,448	1,448	17,380
Total Other Receipts & Expenditures	1,398	398	397	397	397	401	1,398	398	397	2,397	397	401	8,776
Net Monthly Cash Flow	(9,447)	12,940	(3,587)	(10,598)	12,962	(3,849)	(9,926)	12,453	(4,371)	(9,077)	12,274	(4,452)	(4,678)
Ending - Cash	3,364	16,304	12,717	2,119	15,081	11,233	1,306	13,759	9,388	311	12,585	8,133	8,133

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19M-3	ECWA	2026 Operating & Maintenance and Capital Budgets
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Attachments

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25COMM. 19M-3

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## Erie County Water Authority

295 Main Street • Room 350 • Buffalo, NY 14203-2494

716-849-8484 • Fax 716-849-8463

### Office of the Secretary

October 16, 2025

#### ***VIA HAND DELIVERY***

Hon. Timothy J. Meyers  
Chair of the Legislature  
Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

Re: Erie County Water Authority  
2026 Operating & Maintenance and Capital Budgets

Dear Chairperson Meyers:

Pursuant to Public Authorities Law §2801(2), enclosed please find an Extract from the Minutes of the Meeting of the Erie County Water Authority held on Thursday, October 16, 2025 adopting the Authority's 2025 Operating & Maintenance and Capital Budgets.

Also enclosed please find copies of the adopted 2026 Operating & Maintenance and Capital Budgets. Thank you.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

A handwritten signature in blue ink that reads "J. Hibit".

Jennifer Hibit  
Secretary to the Authority

JH:alh  
Enclosures

Cc: Olivia M. Owens, Clerk of the Erie County Legislature (*via email*)



**CERTIFICATION**

I, **JENNIFER HIBIT**, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 16<sup>th</sup> day of October 2025 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said corporation this 16<sup>th</sup> day of October 2025.

  
**Jennifer Hibit**  
Secretary to the Authority

**(SEAL)**





**EXTRACT FROM THE MINUTES OF THE MEETING OF THE  
ERIE COUNTY WATER AUTHORITY  
October 16, 2025**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 16<sup>th</sup> day of October 2025, a quorum being present, the following resolution was adopted:

**WHEREAS**, Joyce A. Tomaka, Chief Financial Officer, Jessica R. Brown, Comptroller, and Steven V. D’Amico, Business Office Manager have reviewed the 2026 Operating & Maintenance and Capital Budgets (the “Budgets”) prepared by Erie County Water Authority (the “Authority”) department managers; and

**WHEREAS**, the Budgets were reviewed by the Board of Commissioners of the Authority (the “Board”) at budget hearings conducted on September 18, 2025 and October 8, 2025; and

**WHEREAS**, the Budgets have been presented to and reviewed by Charles E. Eaton, Chief Operating Officer, and Joyce A. Tomaka, Chief Financial Officer, who recommend its adoption;

**WHEREAS**, Public Authorities Law §2801(2), requires the Authority to send a certified copy of the resolution along with a copy of the adopted Budgets to the Chairperson of the Erie County Legislature; and

**WHEREAS**, Public Authorities Law §2801(2) further requires the Authority to submit annually to the Authorities Budget Office (the “ABO”) information on operations and capital setting forth actual results from the last completed year and estimated receipts and expenditures for the current and next four fiscal years; and

**WHEREAS**, the ABO has established the Public Authorities Reporting Information System (“PARIS”) to submit the Budget & Financial Plan no later than November 1, 2025;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board adopts the 2026 Operating & Maintenance and Capital Budgets; and be it further

**RESOLVED**, pursuant to Public Authorities Law §2801(2), the Secretary to the Authority is directed to send a certified copy of the resolution along with a copy of the adopted Budgets to the Chairperson of the Erie County Legislature; and be it further

**RESOLVED**, the Chief Financial Officer is directed to submit the 2026 Budget & Financial Plan to the ABO on PARIS; and be it further

**RESOLVED**, the Secretary to the Authority is directed to post the adopted budget on the Authority website.

A motion was made by Ms. LaGrec, seconded by Ms. Iannello and carried to adopt the foregoing resolution.





# ERIE COUNTY WATER AUTHORITY

## 2026 BUDGET

**Section**

**Page No.**

**OPERATING AND MAINTENANCE**

Statement of Net Income Available for Capital Budget ..... 2  
Summary of Expenses by Major Object of Expenditure (Recap)..... 4  
Summary of Expenses by Major Object of Expenditure (Detail)..... 5  
Operating and Maintenance Expense by Unit..... 8

**CAPITAL**

Schedule of Appropriations ..... 55  
Summary of Appropriations..... 74

DESCRIPTION	2024		2025		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	BUDGET	ANNUAL BUDGET	INC/(DEC)				
<b>Operating Revenue</b>										
Residential	52,596,784	59,071,486	59,263,195	63,510,885	4,247,690	7.16				
Commercial	11,683,119	12,942,332	12,892,481	13,956,111	1,063,630	8.25				
Industrial	3,136,084	3,317,200	3,507,910	3,721,366	213,456	6.08				
Public Authorities	3,390,429	3,547,693	3,786,307	4,016,704	230,397	6.08				
Private Fire Protection	753,708	706,061	702,000	706,061	4,061	.57				
Public Fire Protection	3,928,206	3,931,222	3,924,000	3,936,000	12,000	.30				
Sales to Other Utilities	5,756,018	7,327,498	6,320,545	6,841,990	521,445	8.25				
Misc Water Revenues	100,212	155,878	100,000	120,000	20,000	20.00				
Other Water Revenues	1,633,874	1,663,545	1,372,561	1,509,817	137,256	9.99				
Infrastructure Inv Charge	24,380,601	26,989,208	27,119,166	29,357,400	2,238,234	8.25				
Summer Surcharge	(56)	0	0	0	0	=====				
<b>Total Operating Revenue</b>	<b>107,358,979</b>	<b>119,651,823</b>	<b>118,988,165</b>	<b>127,676,334</b>	<b>8,688,169</b>	<b>7.30</b>				
<b>Operating &amp; Maintenance Expenses</b>										
Sturgeon Point Plant	6,532,222	8,809,149	9,390,280	8,598,437	(791,843)	(8.43)				
Van De Water Plant	3,889,905	4,504,436	4,797,594	5,324,276	526,682	10.97				
Control Operations	4,268,397	5,664,892	5,818,961	7,221,712	1,402,751	24.10				
Instrumentation	1,830,584	2,158,092	2,042,587	2,218,611	176,024	8.61				
Water Quality Assurance	1,037,888	1,121,872	1,101,122	1,177,663	76,541	6.95				
Maintenance Unit	1,363,774	1,463,129	1,525,445	1,644,809	119,364	7.82				
Line Maintenance	7,227,936	9,722,680	9,801,527	10,479,881	678,354	6.92				
UFPD	795,139	913,681	937,699	857,829	(79,870)	(8.51)				
Hydrants and Valves	2,382,136	2,742,189	2,997,250	2,822,291	(174,959)	(5.83)				
Dispatch	694,886	766,991	853,669	650,884	(202,785)	(23.75)				
Design	1,510,645	1,469,029	1,576,845	1,788,775	211,930	13.44				
Construction	3,464,223	3,427,706	4,065,101	2,471,968	(1,593,133)	(39.19)				
New Services	696,187	842,354	888,641	956,054	67,413	7.58				
Restoration	4,140,292	3,432,641	3,659,097	4,402,070	742,975	20.30				
Administrative	262,801	257,400	255,937	259,993	4,056	1.58				
Central Purchasing	487,921	511,045	597,785	654,876	57,091	9.55				
Stores	648,581	383,170	655,601	515,790	(139,811)	(21.32)				
Information Services-Serv Cent	562,900	744,744	808,804	836,657	27,853	3.44				
Facilities	664,412	739,381	819,699	852,374	32,675	3.98				
Comptroller	284,633	289,945	308,983	331,308	22,325	7.22				
Accounting	504,458	654,645	865,180	885,483	20,303	2.34				
Cash Management	241,703	262,993	300,720	564,070	263,350	87.57				
Customer Service and Billing	3,632,377	2,692,189	2,440,705	2,712,193	271,488	11.12				
Meter Shop	1,071,762	1,535,449	1,882,050	1,923,217	41,167	2.18				
Legal	1,630,715	1,886,109	2,284,042	2,266,714	(17,328)	(.75)				
Secretary to the Authority	567,650	587,606	605,061	642,857	37,796	6.24				
Information Services-Fill Sq	116,398	312,925	416,920	409,103	(7,817)	(1.87)				
Public Information	237,234	244,818	265,000	230,000	(35,000)	(13.20)				
Members of the Authority	75,341	74,675	74,250	74,250	0	.00				
General Expenses	2,500,281	5,214,688	5,617,475	5,959,846	342,371	6.09				
Human Resources	898,788	1,182,201	1,457,986	1,671,385	213,399	14.63				
Information Technology	3,948,607	4,881,039	5,092,142	5,195,062	102,920	2.02				
<b>Total Oper. &amp; Maint. Expense</b>	<b>58,170,777</b>	<b>69,493,862</b>	<b>74,204,158</b>	<b>76,600,438</b>	<b>2,396,280</b>	<b>3.22</b>				

Erie County Water Authority Budget Analysis  
Statement of Net Income Available for Capital Budget

DESCRIPTION	2024	2025	2025		2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET	(CAS AMENDED)	ANNUAL BUDGET		
Net Oper. & Maint. Expense	58,170,777	69,493,862	74,204,158		76,600,438	2,396,280	3.22
Net Operating Income	49,188,201	50,157,960	44,784,007		51,075,896	6,291,889	14.04
<u>Other Income</u>							
Interest Income	2,644,768	2,408,716	480,000		480,000	0	.00
Misc. Non-Operating Revenue	1,405,687	734,239	296,249		323,607	27,358	9.23
Total Other Income	4,050,455	3,142,955	776,249		803,607	27,358	3.52
<u>Income Deductions</u>							
Int charge to const (credit)	0	0	0		0	0	=====
Total Income Deductions	0	0	0		0	0	=====
Income Available for Debt Service & Capital Budget	53,238,656	53,300,915	45,560,256		51,879,503	6,319,247	13.87
Debt Service	3,800,681	3,834,123	3,834,123		3,793,019	(41,104)	(1.07)
Net Income Available for Capital Budget	49,437,975	49,466,792	41,726,133		48,086,484	6,360,351	15.24
Debt Coverage Ratio - (Income Available for Debt Service & Capital / Debt Service)	14.01%	13.90%	11.88%		13.68%		

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
<b>Salaries &amp; Wages</b>						
Commissioners	67,888	67,886	67,500	67,500	0	.00
Supervision	4,055,384	4,381,663	4,692,695	5,053,271	360,576	7.68
Salaries	8,648,204	10,008,054	10,805,637	11,896,728	1,091,091	10.09
Labor	8,162,522	9,807,703	10,713,872	10,798,497	84,625	.78
Fringe Benefits	10,162,358	10,717,375	11,727,715	12,029,078	301,363	2.56
<b>Total Salaries &amp; Wages</b>	<b>31,096,356</b>	<b>34,982,982</b>	<b>38,007,419</b>	<b>39,845,074</b>	<b>1,837,655</b>	<b>4.83</b>
Chemicals Purchased	1,953,191	2,620,131	2,940,000	2,790,000	(150,000)	(5.10)
Electric Power Purchased	4,030,624	6,354,265	6,000,000	6,714,000	714,000	11.90
Materials and Supplies	2,827,382	3,191,705	3,268,815	3,192,600	(76,215)	(2.33)
Employee's Transportation	827,464	1,425,698	1,435,828	1,574,108	138,280	9.63
Public Utilities Exc Power Pur	879,178	1,143,570	1,239,712	1,384,930	145,218	11.71
Postage	582,072	561,149	644,000	669,000	25,000	3.88
Travel	16,494	43,738	69,350	82,950	13,600	7.81
Uniforms	20,429	27,502	32,000	34,500	2,500	7.81
Uncollectible Accounts	1,368,070	410,112	102,100	120,100	18,000	17.62
Corporate and Fiscal Expenses	24,522	50,237	90,290	350,290	260,000	287.96
Insurance and Damages	1,512,550	3,866,585	3,957,449	4,250,383	292,934	7.40
Office Rent	0	255,638	250,000	250,000	0	.00
Special Services	516,922	477,677	609,680	566,845	(42,835)	(7.02)
Payment to Contractors	10,759,868	12,044,932	12,697,500	11,751,873	(945,627)	(7.44)
Equipment Maint. Contracts	646,421	705,017	883,715	984,635	100,920	11.41
Equipment Rentals	0	0	0	0	0	=====
Unclassified Incl Misc. Exp	173,949	343,505	641,550	645,850	4,300	.67
Training	75,383	155,971	214,350	220,650	6,300	2.93
Water Dist Serv Install	(29,170)	(3,157)	75,000	75,000	0	.00
Refuse & Waste Disposal	570,851	595,652	662,000	187,000	(475,000)	(71.75)
Dues & Subscriptions	68,302	113,412	128,400	89,150	(39,250)	(30.56)
Studies	249,919	127,542	255,000	821,500	566,500	222.15
<b>Total Operating &amp; Maintenance</b>	<b>58,170,777</b>	<b>69,493,862</b>	<b>74,204,158</b>	<b>76,600,438</b>	<b>2,396,280</b>	<b>3.22</b>
<b>Net Operating &amp; Maintenance</b>	<b>58,170,777</b>	<b>69,493,862</b>	<b>74,204,158</b>	<b>76,600,438</b>	<b>2,396,280</b>	<b>3.22</b>

DESCRIPTION	2024 ACTUAL	2025 ESTIMATED	2025 BUDGET (AS AMENDED)	2026 ANNUAL BUDGET	AMOUNT OF INC/(DECR)	% OF INC/(DECR)
Salaries & Wages Commissioners	67,888	67,886	67,500	67,500	0	.00
Supervision	3,862,553	4,114,399	4,386,195	4,752,271	366,076	8.34
Supervision Overtime	192,831	267,564	306,500	301,000	(5,500)	(1.79)
Total	4,055,384	4,381,963	4,692,695	5,053,271	360,576	7.68
Salaries	7,806,656	8,989,500	9,784,836	10,771,078	986,242	10.07
Salary Overtime	841,548	1,018,554	1,020,801	1,125,650	104,849	10.27
Total	8,648,204	10,008,054	10,805,637	11,896,728	1,091,091	10.09
Labor	6,721,842	8,080,601	9,040,372	9,085,057	44,685	.49
Labor Overtime	1,440,679	1,727,103	1,673,500	1,713,440	39,940	2.38
Total	8,162,522	9,807,703	10,713,872	10,798,497	84,625	.78
Fringe Benefits	10,162,358	10,717,375	11,727,715	12,029,078	301,363	2.56
Total Salaries & Wages	31,096,356	34,982,982	38,007,419	39,845,074	1,837,655	4.83
Chemicals Purchased	1,953,191	2,620,131	2,940,000	2,790,000	(150,000)	(5.10)
Electric Power Purchased	4,030,624	6,354,265	6,000,000	6,714,000	714,000	11.90
Materials and Supplies	1,923,437	2,453,098	2,277,065	2,313,650	36,585	1.60
Materials and Supplies	175,140	188,147	184,300	190,300	6,000	3.25
Safety Equipment	107,927	156,336	221,950	158,250	(63,700)	(28.70)
Small Tools Expense	41,867	59,381	60,000	60,000	0	.00
Office Supplies	1,035	4,996	10,000	10,000	0	.00
Lubrication	5,461	5,359	8,100	8,000	(100)	(1.23)
Stationary and Printing Forms	348,936	(50,140)	125,000	75,000	(50,000)	(40.00)
Inventory Adjustments	167,623	319,909	307,400	307,400	0	.00
PCS and Peripherals	55,955	54,618	75,000	70,000	(5,000)	(6.66)
Gas, Oil and Grease	2,827,382	3,191,705	3,268,815	3,192,600	(76,215)	(2.33)
Total	827,464	1,425,698	1,435,828	1,574,108	138,280	9.63
Employee's Transportation						
Public Utilities Exc Power Pur	333,858	448,031	502,430	513,430	11,000	2.18
Light & Heat	408,440	524,530	552,282	686,500	134,218	24.30
Telephone	136,881	171,009	185,000	185,000	0	.00
Water Purch (Raw Water VDW)	879,178	1,143,570	1,239,712	1,384,930	145,218	11.71
Total	582,072	561,149	644,000	669,000	25,000	3.88
Postage	16,494	43,738	69,350	82,950	13,600	19.61
Travel	20,429	27,502	32,000	34,500	2,500	7.81
Uniforms						
Uncollectible Accounts						

DESCRIPTION	2024		2025		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	(AS AMENDED)	BUDGET	ANNUAL BUDGET					
Uncollectable Accounts	1,367,967	410,062	102,000	120,000	18,000	17.64				
Collection Agency Charges	103	50	100	100	0	.00				
Total	1,368,070	410,112	102,100	120,100	18,000	17.62				
Corporate and Fiscal Expenses	24,522	50,237	90,290	350,290	260,000	287.96				
Insurance and Damages	1,500,617	1,472,799	1,382,449	1,495,544	113,095	8.18				
Insurance	11,933	49,354	75,000	75,000	0	.00				
Injuries and Damages	0	2,344,433	2,500,000	2,679,839	179,839	7.19				
Retiree Health Insurance	0	3,866,585	3,957,449	4,250,383	292,934	7.40				
Total	1,512,550	5,783,667	5,936,898	6,425,766	492,868	7.40				
Office Rent	0	255,638	250,000	250,000	0	.00				
Special Services	212,510	168,533	265,000	250,000	(15,000)	(5.66)				
Legal Services	38,239	35,657	61,680	68,845	7,165	11.61				
Auditing	34,601	43,675	48,000	48,000	0	.00				
Doctor Examination Fees	231,573	229,812	235,000	200,000	(35,000)	(14.89)				
Special Services	516,922	477,677	609,680	566,845	(42,835)	(7.02)				
Total	991,894	2,007,369	1,826,000	2,001,000	175,000	9.58				
Payments to Contractors	265,291	475,927	507,500	471,000	(36,500)	(7.19)				
Payments to Contractors-Repair	443,056	440,510	460,602	588,701	128,099	27.81				
Payments to Contractors-Elect.	3,758,583	3,005,189	3,200,000	3,800,000	600,000	18.75				
Payment to Contractors-Restore	1,688,583	1,944,202	2,129,930	2,292,870	162,940	7.65				
Payments to Contractors-Other	464,398	614,236	550,000	550,000	0	.00				
Stone & Cold Patch	7,206	976,980	869,668	704,302	(165,366)	(19.01)				
Software Expense	7,400	36,229	53,800	44,000	(9,800)	(18.21)				
Payments to Contr-Outside Labs	242,907	0	0	0	0	.00				
Software Licensing Expense	339,219	0	0	0	0	.00				
Software Maintenance & Support	2,551,333	2,544,290	3,100,000	1,300,000	(1,800,000)	(58.06)				
Payments to Contractors-Tanks	10,759,868	12,044,932	12,697,500	11,751,873	(945,627)	(7.44)				
Total	646,421	705,017	883,715	984,635	100,920	11.41				
Equipment Maint. Contracts	0	0	0	0	0	.00				
Equipment Rentals	0	0	0	0	0	.00				
Unclassified Incl Misc. Exp	236,710	370,646	658,500	665,000	6,500	.98				
Miscellaneous	1,853	2,776	4,000	4,000	0	.00				
Right of Way Rents	18,310	34,911	46,100	46,100	0	.00				
General Office Employee Exp.	700	1,102	2,200	0	(2,200)	(100.00)				
Miscellaneous General Expense	(83,699)	(66,302)	(70,000)	(70,000)	0	.00				
Stores Expense Credit	173,949	343,505	641,550	645,850	4,300	.67				
Total	75,383	155,971	214,350	220,650	6,300	2.93				
Training	75,383	155,971	214,350	220,650	6,300	2.93				
Training Payments	0	0	0	0	0	.00				
Total	(29,170)	(3,157)	75,000	75,000	0	.00				
Water Dist Serv Install										

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
SUMMARY OF EXPENSES BY MAJOR OBJECT OF EXPENDITURE

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
Refuse & Waste Disposal	570,851	595,652	662,000	187,000	(475,000)	(71.75)
Dues & Subscriptions	68,302	113,412	128,400	89,150	(39,250)	(30.56)
Studies	249,919	127,542	255,000	821,500	566,500	222.15
Total Operating & Maintenance	58,170,777	69,493,862	74,204,158	76,600,438	2,396,280	3.22
Net Operating & Maintenance	58,170,777	69,493,862	74,204,158	76,600,438	2,396,280	3.22

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	1,103,782	1,208,229	1,306,038	1,545,717	239,679	18.35
01 Salaries	799,578	812,966	808,455	1,083,018	274,563	33.96
02 Labor	2,823,567	3,266,841	3,552,043	3,581,635	29,592	.83
04 Supervision Overtime	59,404	62,978	85,000	72,500	(12,500)	(14.70)
05 Salary Overtime	53,837	63,974	67,500	77,500	10,000	14.81
06 Labor Overtime	388,425	455,995	445,000	460,000	15,000	3.37
08 Fringe Benefit Costs	2,614,309	2,669,085	2,862,416	3,030,182	167,766	5.86
Total Employee Expense	7,842,903	8,540,067	9,126,452	9,850,552	724,100	7.93
10 Materials and Supplies	976,284	1,266,023	1,105,915	1,117,550	11,635	1.05
11 Transportation	180,726	324,962	324,968	380,322	55,354	17.03
12 Travel	5,046	10,647	19,000	20,500	1,500	7.89
13 Chemicals	1,953,191	2,620,131	2,940,000	2,790,000	(150,000)	(5.10)
14 Power Purchased	4,030,624	6,354,265	6,000,000	6,714,000	714,000	11.90
16 Payments to Contractors-Rental	48,225	141,479	232,500	196,000	(36,500)	(15.69)
17 Payments to Contractors-Elect.	430,837	426,973	439,402	573,701	134,299	30.56
19 Payments to Contractors-Other	911,415	1,056,322	1,128,480	1,108,970	(19,510)	(1.72)
20 Miscellaneous	78,399	84,762	125,000	115,000	(10,000)	(8.00)
22 Light and Heat	267,172	353,081	395,000	400,000	5,000	1.26
25 Water Purchased	136,881	171,009	185,000	185,000	0	.00
26 Equipment Maintenance Contract	325,280	354,201	370,000	441,800	71,800	19.40
27 Safety Equipment	10,207	10,055	14,500	15,300	1,000	6.99
28 Small Tools Expense	35,574	35,535	57,950	61,250	3,300	5.69
30 Lubrication	1,035	4,996	10,000	10,000	0	.00
33 Uniforms	15,512	20,075	24,000	26,500	2,500	10.41
35 Refuse and Waste Disposal	561,926	586,432	650,000	175,000	(475,000)	(73.07)
37 Training Payments	14,955	26,800	33,900	41,400	7,500	22.12
38 Studies	0	112,536	225,000	670,000	445,000	197.77
39 Payments to Contr-Outside Labs	2,736	26,585	45,000	35,000	(10,000)	(22.22)
46 Dues and Subscriptions	0	18,144	48,000	10,000	(38,000)	(79.16)
78 Gas, Oil and Grease	55,955	54,618	75,000	70,000	(5,000)	(6.66)
Total Non-Employee Expense	10,041,979	14,059,631	14,448,415	15,157,293	708,878	4.90
Total Production Department	17,884,882	22,599,697	23,574,867	25,007,845	1,432,978	6.07

DEPARTMENT: 100 Production Department UNIT HEAD: Chris Marchitte  
 UNIT.....: 1010 Sturgeon Point Plant PREPARER: Dan Seider

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	227,310	193,536	229,010	193,320	(35,690)	(15.58)
01 Salaries	80,097	40,980	0	85,753	85,753	=====
02 Labor	887,072	1,220,827	1,464,922	1,102,481	(362,441)	(24.74)
04 Supervision Overtime	17,937	13,478	15,000	15,000	0	.00
05 Salary Overtime	16,677	11,010	7,500	10,000	2,500	33.33
06 Labor Overtime	114,804	142,139	130,000	130,000	0	.00
08 Fringe Benefit Costs	663,175	736,508	853,068	676,024	(177,044)	(20.75)
Total Employee Expense	2,007,072	2,358,478	2,699,500	2,212,578	(486,922)	(18.03)
10 Materials and Supplies	251,954	224,380	225,000	225,000	0	.00
11 Transportation	36,948	74,276	74,280	91,559	17,279	23.26
12 Travel	358	1,794	3,500	5,000	1,500	42.85
13 Chemicals	1,332,744	1,835,513	2,000,000	1,950,000	(50,000)	(2.50)
14 Power Purchased	1,855,454	3,102,076	3,000,000	3,088,000	88,000	2.93
16 Payments to Contractors-Rental	(12)	63,523	100,000	93,500	(6,500)	(6.50)
17 Payments to Contractors-Elect.	83,298	126,835	100,000	100,000	0	.00
19 Payments to Contractors-Other	141,870	161,547	200,000	176,000	(24,000)	(12.00)
20 Miscellaneous	57,059	37,282	50,000	50,000	0	.00
22 Light and Heat	95,101	133,622	165,000	150,000	(15,000)	(9.09)
26 Equipment Maintenance Contract	173,034	150,333	170,000	201,800	31,800	18.70
28 Small Tools Expense	5,502	5,707	7,500	7,500	0	.00
30 Lubrication	1,035	2,498	5,000	5,000	0	.00
33 Uniforms	4,826	5,727	6,500	7,500	1,000	15.38
35 Refuse and Waste Disposal	456,900	452,140	450,000	25,000	(425,000)	(94.44)
37 Training Payments	0	3,094	5,000	10,000	5,000	100.00
38 Studies	0	37,512	75,000	160,000	85,000	113.33
39 Payments to Contr-Outside Labs	2,119	11,660	20,000	15,000	(5,000)	(25.00)
46 Dues and Subscriptions	0	1,512	4,000	0	(4,000)	(100.00)
48 Gas, Oil and Grease	26,961	19,839	30,000	25,000	(5,000)	(16.66)
Total Non-Employee Expense	4,525,151	6,450,671	6,690,780	6,385,859	(304,921)	(4.55)
Total Sturgeon Point Plant	6,532,222	8,809,149	9,390,280	8,598,437	(791,843)	(8.43)

DEPARTMENT: 100 Production Department UNIT HEAD: Paul Miklos  
 UNIT.....: 1015 Van De Water Plant PREPARER: Dan Seider

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	223,860	193,535	229,009	193,320	(35,689)	(15.58)
01 Salaries	90,328	84,270	84,528	88,562	4,034	4.77
02 Labor	862,421	830,504	836,254	1,197,055	360,801	43.14
04 Supervision Overtime	7,141	6,584	5,000	7,500	2,500	50.00
05 Salary Overtime	5,211	5,701	5,000	7,500	2,500	50.00
06 Labor Overtime	61,649	95,341	115,000	100,000	(15,000)	(13.04)
08 Fringe Benefit Costs	641,434	558,206	581,185	718,581	137,396	23.64
Total Employee Expense	1,892,045	1,774,139	1,855,976	2,312,518	456,542	24.59
10 Materials and Supplies	248,424	222,111	200,000	225,000	25,000	12.50
11 Transportation	24,900	41,119	41,118	42,258	1,140	2.77
12 Travel	3,742	2,560	5,000	5,000	0	.00
13 Chemicals	580,667	751,838	900,000	800,000	(100,000)	(11.11)
14 Power Purchased	502,377	796,347	800,000	877,000	77,000	9.62
16 Payments to Contractors-Rental	5,516	4,206	7,500	7,500	0	.00
17 Payments to Contractors-Elect.	55,436	92,461	85,000	75,000	(10,000)	(11.76)
19 Payments to Contractors-Other	181,221	260,100	200,000	220,000	20,000	10.00
20 Miscellaneous	14,149	33,044	50,000	40,000	(10,000)	(20.00)
22 Light and Heat	102,240	129,167	150,000	150,000	0	.00
25 Water Purchased	2,014	6,535	10,000	10,000	0	.00
26 Equipment Maintenance Contract	152,246	176,054	150,000	190,000	40,000	26.66
28 Small Tools Expense	0	4,319	7,500	7,500	0	.00
30 Lubrication	0	2,498	5,000	5,000	0	.00
33 Uniforms	4,319	5,575	6,500	7,500	1,000	15.38
35 Refuse and Waste Disposal	105,026	134,292	200,000	150,000	(50,000)	(25.00)
37 Training Payments	0	2,785	5,000	5,000	0	.00
38 Studies	0	37,512	75,000	160,000	85,000	113.33
39 Payments to Contr-Outside Labs	617	14,925	25,000	20,000	(5,000)	(20.00)
46 Dues and Subscriptions	0	1,512	4,000	0	(4,000)	(100.00)
78 Gas, Oil and Grease	14,967	11,337	15,000	15,000	0	.00
Total Non-Employee Expense	1,997,860	2,730,297	2,941,618	3,011,758	70,140	2.38
Total Van De Water Plant	3,889,905	4,504,436	4,797,594	5,324,276	526,682	10.97

DEPARTMENT: 100 Production Department  
UNIT.....: 1020 Control Operations

UNIT HEAD: William Wheeler

PREPARER: William Wheeler

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DECC)	% OF INC/(DECC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	348,183	497,094	545,557	814,205	268,648	49.24
01 Salaries	85,205	89,707	88,117	166,340	78,223	88.77
02 Labor	512,186	642,405	675,690	694,122	18,432	2.72
04 Supervision Overtime	22,165	35,117	50,000	50,000	0	.00
05 Salary Overtime	14,145	18,476	20,000	25,000	5,000	25.00
06 Labor Overtime	75,660	80,364	60,000	90,000	30,000	50.00
08 Fringe Benefit Costs	529,004	618,520	660,611	817,158	156,547	23.69
Total Employee Expense	1,586,548	1,981,684	2,099,975	2,656,825	556,850	26.51
10 Materials and Supplies	153,292	248,674	250,000	250,000	0	.00
11 Transportation	16,868	34,484	34,486	63,387	28,901	83.80
12 Travel	946	3,987	6,000	6,000	0	.00
13 Chemicals	39,780	32,980	40,000	40,000	0	.00
14 Power Purchased	1,672,793	2,455,842	2,200,000	2,749,000	549,000	24.95
16 Payments to Contractors-Rental	2,046	2,805	5,000	5,000	0	.00
17 Payments to Contractors-Elect.	85,800	56,809	100,000	100,000	0	.00
19 Payments to Contractors-Other	481,934	464,273	600,000	600,000	0	.00
20 Miscellaneous	5,798	9,300	15,000	15,000	0	.00
22 Light and Heat	69,831	90,292	80,000	100,000	20,000	25.00
25 Water Purchased	134,867	164,474	175,000	175,000	0	.00
26 Equipment Maintenance Contract	0	27,813	50,000	50,000	0	.00
27 Safety Equipment	492	1,620	2,500	2,500	0	.00
28 Small Tools Expense	0	4,916	8,000	8,000	0	.00
33 Uniforms	2,575	3,844	5,000	3,500	500	16.66
37 Training Payments	800	6,018	5,000	7,500	2,500	50.00
38 Studies	0	37,512	75,000	350,000	275,000	366.66
46 Dues and Subscriptions	14,028	15,120	40,000	10,000	(30,000)	(75.00)
78 Gas, Oil and Grease	14,028	23,442	30,000	30,000	0	.00
Total Non-Employee Expense	2,681,849	3,683,208	3,718,986	4,564,887	845,901	22.74
Total Control Operations	4,268,397	5,664,892	5,818,961	7,221,712	1,402,751	24.10

DEPARTMENT: 100 Production Department UNIT HEAD: Scott Aiple  
 UNIT.....: 1025 Instrumentation PREPARER: Scott Aiple

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	304,429	324,065	302,462	344,872	42,410	14.02
01 Salaries	435,414	488,136	525,780	548,261	22,481	4.27
04 Supervision Overtime	12,162	7,799	15,000	0	(15,000)	(100.00)
05 Salary Overtime	7,198	10,448	15,000	15,000	0	.00
08 Fringe Benefit Costs	402,047	403,505	412,648	428,506	15,858	3.84
Total Employee Expense	1,161,249	1,233,953	1,270,890	1,336,639	65,749	5.17
10 Materials and Supplies	286,088	517,837	380,915	357,550	(23,365)	(6.13)
11 Transportation	24,900	47,748	47,750	49,301	1,551	3.24
12 Travel	0	1,282	2,500	2,500	0	.00
17 Payments to Contractors-Elect.	206,303	150,868	154,402	298,701	144,299	93.45
19 Payments to Contractors-Other	106,390	170,401	128,480	112,970	(15,510)	(12.07)
20 Miscellaneous	515	2,638	5,000	5,000	0	.00
27 Safety Equipment	7,187	5,079	8,800	8,800	0	.00
28 Small Tools Expense	22,452	15,523	26,950	30,250	3,300	12.24
33 Uniforms	1,344	2,172	3,000	3,000	0	.00
37 Training Payments	14,155	10,592	13,900	13,900	0	.00
Total Non-Employee Expense	669,334	924,140	771,697	881,972	110,275	14.28
Total Instrumentation	1,830,584	2,158,092	2,042,587	2,218,611	176,024	8.61

DEPARTMENT: 100 Production Department  
UNIT.....: 1035 Maintenance Unit

UNIT HEAD: William Wheeler

PREPARER: William Wheeler

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	108,535	109,873	110,030	194,102	84,072	76.40
02 Labor	561,888	573,105	575,177	587,977	12,800	2.22
05 Salary Overtime	10,606	18,339	20,000	20,000	0	.00
06 Labor Overtime	136,312	138,151	140,000	140,000	0	.00
08 Fringe Benefit Costs	378,647	352,345	354,904	389,913	35,009	9.86
Total Employee Expense	1,195,988	1,191,814	1,200,111	1,331,992	131,881	10.98
10 Materials and Supplies	36,527	53,022	50,000	60,000	10,000	20.00
11 Transportation	77,110	127,334	127,334	133,817	6,483	5.09
12 Travel	0	1,024	2,000	2,000	0	.00
16 Payments to Contractors-Rental	40,675	70,944	120,000	90,000	(30,000)	(25.00)
20 Miscellaneous	878	2,498	5,000	5,000	0	.00
27 Safety Equipment	2,528	3,356	3,000	4,000	1,000	33.33
28 Small Tools Expense	7,620	5,070	8,000	8,000	0	.00
33 Uniforms	2,447	3,757	5,000	5,000	0	.00
37 Training Payments	0	4,311	5,000	5,000	0	.00
Total Non-Employee Expense	167,785	271,315	325,334	312,817	(12,517)	(3.84)
Total Maintenance Unit	1,363,774	1,463,129	1,525,445	1,644,809	119,364	7.82

DEPARTMENT: 110 Water Quality Assurance

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	153,932	154,244	151,890	156,065	4,175	2.74
01 Salaries	398,032	411,285	388,435	459,644	71,209	18.33
02 Labor	9,860	4,369	8,640	0	(8,640)	(100.00)
05 Salary Overtime	10,832	15,050	13,600	15,050	1,450	10.66
08 Fringe Benefit Costs	300,652	280,372	269,469	295,875	26,406	9.79
Total Employee Expense	873,309	865,520	832,034	926,634	94,600	11.36
10 Materials and Supplies	39,628	48,590	47,400	50,100	2,700	5.69
11 Transportation	12,049	26,527	26,528	21,129	(5,399)	(20.35)
12 Travel	9,862	8,805	10,400	10,500	100	.96
19 Payments to Contractors-Other	0	8,390	11,960	8,400	(3,560)	(29.76)
26 Equipment Maintenance Contract	86,458	122,794	110,000	142,000	32,000	29.09
33 Uniforms	1,764	2,348	3,000	3,000	0	.00
37 Training Payments	4,198	4,697	5,400	5,400	0	.00
39 Payments to Contr-Outside Labs	4,664	9,644	8,800	9,000	200	2.27
40 Postage	0	22,308	44,000	0	(44,000)	(100.00)
41 Stationery and Printing Forms	0	300	600	500	(100)	(16.66)
46 Dues and Subscriptions	5,956	2,150	1,000	1,000	0	.00
Total Non-Employee Expense	164,579	256,552	269,088	251,029	(18,059)	(6.71)
Total Water Quality Assurance	1,037,888	1,121,872	1,101,122	1,177,663	76,541	6.95

DEPARTMENT: 110 Water Quality Assurance UNIT HEAD: Sabrina A. Figler PREPARER: Sabrina A. Figler  
 UNIT.....: 1030 Water Quality Assurance

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
00 Supervision	153,932	154,244	151,890	156,065	4,175	2.74
01 Salaries	398,032	411,285	388,435	459,644	71,209	18.33
02 Labor	9,860	4,369	8,640	0	(8,640)	(100.00)
05 Salary Overtime	10,832	15,050	13,600	15,050	1,450	10.66
08 Fringe Benefit Costs	300,652	280,372	269,469	295,875	26,406	9.79
Total Employee Expense	873,509	865,320	832,034	926,634	94,600	11.36
10 Materials and Supplies	39,628	48,590	47,400	50,100	2,700	5.69
11 Transportation	12,049	26,527	26,528	21,129	(5,399)	(20.35)
12 Travel	9,862	8,805	10,400	10,500	100	.96
19 Payments to Contractors-Other	0	8,390	11,960	8,400	(3,560)	(29.76)
26 Equipment Maintenance Contract	86,458	122,794	110,000	142,000	32,000	29.09
33 Uniforms	1,764	2,348	3,000	3,000	0	.00
37 Training Payments	4,198	4,697	5,400	5,400	0	.00
39 Payments to Contr-Outside Labs	4,664	9,644	8,800	9,000	200	2.27
40 Postage	0	22,308	44,000	0	(44,000)	(100.00)
41 Stationery and Printing Forms	0	300	600	500	(100)	(16.66)
46 Dues and Subscriptions	5,956	2,150	1,000	1,000	0	.00
Total Non-Employee Expense	164,579	256,552	269,088	251,029	(18,059)	(6.71)
Total Water Quality Assurance	1,037,888	1,121,872	1,101,122	1,177,663	76,541	6.95

DEPARTMENT: 200 Distribution Department

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	648,747	685,101	741,326	739,407	(1,919)	(.25)
01 Salaries	501,240	564,108	560,928	583,056	22,128	3.94
02 Labor	3,342,652	3,955,852	4,418,165	4,460,685	42,520	.96
04 Supervision Overtime	99,131	163,353	180,500	182,500	2,000	1.10
05 Salary Overtime	243,370	377,612	389,500	389,500	0	.00
06 Labor Overtime	930,358	1,139,054	1,105,000	1,105,000	0	.00
08 Fringe Benefit Costs	2,534,446	2,701,040	2,955,906	2,893,432	(62,474)	(2.11)
Total Employee Expense	8,299,943	9,586,120	10,351,325	10,353,580	2,255	.02
10 Materials and Supplies	804,912	982,339	933,000	933,000	0	.00
11 Transportation	529,278	893,037	895,320	950,805	55,485	6.19
12 Travel	0	258	500	4,500	4,000	800.00
15 Payments to Contractors-Repair	708,309	1,611,976	1,450,000	1,600,000	150,000	10.34
16 Payments to Contractors-Rental	217,066	334,448	275,000	275,000	0	.00
19 Payments to Contractors-Other	21,204	56,619	67,500	67,500	0	.00
20 Miscellaneous	15,280	11,773	17,500	17,500	0	.00
28 Small Tools Expense	37,854	51,959	46,000	53,500	7,500	16.30
31 Right of Way Rents	1,853	2,776	4,000	4,000	0	.00
32 Stone & Cold Patch	464,398	614,236	550,000	550,000	0	.00
38 Studies	0	0	0	1,500	1,500	=====
Total Non-Employee Expense	2,800,155	4,559,421	4,238,820	4,457,305	218,485	5.15
Total Distribution Department	11,100,098	14,145,542	14,590,145	14,810,885	220,740	1.51

DEPARTMENT: 200 Distribution Department UNIT HEAD: John Catanzaro  
 UNIT.....: 2010 Line Maintenance PREPARER: John Catanzaro

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	385,980	388,760	382,832	511,636	128,804	33.64
01 Salaries	414,446	396,060	346,839	360,135	13,296	3.83
02 Labor	1,626,498	2,072,471	2,425,452	2,626,908	201,456	8.30
04 Supervision Overtime	70,420	120,720	135,000	135,000	0	.00
05 Salary Overtime	226,553	339,889	355,000	355,000	0	.00
06 Labor Overtime	634,645	829,769	750,000	750,000	0	.00
08 Fringe Benefit Costs	1,413,687	1,540,261	1,684,524	1,796,719	112,195	6.66
Total Employee Expense	4,772,229	5,687,911	6,079,647	6,535,398	455,751	7.49
10 Materials and Supplies	640,315	774,640	725,000	725,000	0	.00
11 Transportation	370,489	615,090	617,380	680,983	63,603	10.30
12 Travel	0	0	0	4,500	4,500	=====
15 Payments to Contractors-Repair	708,309	1,611,976	1,450,000	1,600,000	150,000	10.34
16 Payments to Contractors-Rental	217,066	334,448	275,000	275,000	0	.00
19 Payments to Contractors-Other	7,727	33,622	52,000	52,000	0	.00
20 Miscellaneous	12,230	9,777	13,500	13,500	0	.00
28 Small Tools Expense	33,320	38,204	35,000	38,000	3,000	8.57
31 Right of Way Rents	1,853	2,776	4,000	4,000	0	.00
32 Stone & Cold Patch	464,398	614,236	550,000	550,000	0	.00
38 Studies	0	0	0	1,500	1,500	=====
Total Non-Employee Expense	2,455,707	4,034,769	3,721,880	3,944,483	222,603	5.98
Total Line Maintenance	7,227,936	9,722,680	9,801,527	10,479,881	678,354	6.92

DEPARTMENT: 200 Distribution Department UNIT HEAD: John Catanzaro  
 UNIT.....: 2020 UFPO PREPARER: John Catanzaro

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	83,021	99,576	131,393	64,716	(66,677)	(50.74)
01 Salaries	919	4,141	7,703	8,034	331	4.29
02 Labor	338,473	362,672	341,663	351,678	10,015	2.93
04 Supervision Overtime	6,037	8,133	12,500	12,500	0	.00
05 Salary Overtime	2,106	7,651	1,000	1,000	0	.00
06 Labor Overtime	82,782	115,236	125,000	125,000	0	.00
08 Fringe Benefit Costs	238,246	243,582	251,633	216,771	(34,862)	(13.85)
Total Employee Expense	751,583	840,990	870,892	779,699	(91,193)	(10.47)
10 Materials and Supplies	9,823	6,666	8,000	8,000	0	.00
11 Transportation	18,274	36,808	36,807	46,130	9,323	25.32
19 Payments to Contractors-Other	13,477	22,997	15,500	15,500	0	.00
20 Miscellaneous	278	248	500	500	0	.00
28 Small Tools Expense	1,705	5,972	6,000	8,000	2,000	33.33
Total Non-Employee Expense	43,556	72,691	66,807	78,130	11,323	16.94
Total UFPO	795,139	913,681	937,699	857,829	(79,870)	(8.51)

DEPARTMENT: 200 Distribution Department UNIT HEAD: John Catanzaro  
 UNIT.....: 2030 Hydrants and Valves PREPARER: John Catanzaro

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
00 Supervision	98,984	97,190	95,708	98,338	2,630	2.74
01 Salaries	85,874	163,907	206,386	214,887	8,501	4.11
02 Labor	1,082,511	1,194,759	1,303,974	1,200,944	(103,030)	(7.90)
04 Supervision Overtime	15,952	25,697	26,000	27,000	1,000	3.84
05 Salary Overtime	14,712	28,097	30,000	30,000	0	.00
06 Labor Overtime	114,831	85,103	115,000	115,000	0	.00
08 Fringe Benefit Costs	668,381	695,723	770,549	701,930	(68,619)	(8.90)
Total Employee Expense	2,081,245	2,290,476	2,547,617	2,388,099	(159,518)	(6.26)
10 Materials and Supplies	154,774	201,033	200,000	200,000	0	.00
11 Transportation	140,515	241,139	241,133	223,692	(17,441)	(7.23)
12 Travel	0	258	500	0	(500)	(100.00)
20 Miscellaneous	2,773	1,500	3,000	3,000	0	.00
28 Small Tools Expense	2,829	7,783	5,000	7,500	2,500	50.00
Total Non-Employee Expense	300,891	451,713	449,633	434,192	(15,441)	(3.43)
Total Hydrants and Valves	2,382,136	2,742,189	2,997,250	2,822,291	(174,959)	(5.83)

DEPARTMENT: 200 Distribution Department  
UNIT.....: 2065 Dispatch

UNIT HEAD: John Catanzaro

PREPARER: John Catanzaro

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DECC)	% OF INC/(DECC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	80,762	99,576	131,393	64,717	(66,676)	(50.74)
02 Labor	295,170	325,950	347,076	281,155	(65,921)	(18.99)
04 Supervision Overtime	6,722	8,802	7,000	8,000	1,000	14.28
05 Salary Overtime	0	1,975	3,500	3,500	0	.00
06 Labor Overtime	98,100	108,947	115,000	115,000	0	.00
08 Fringe Benefit Costs	214,132	221,494	249,200	178,012	(71,188)	(28.56)
Total Employee Expense	694,886	766,743	853,169	650,384	(202,785)	(23.76)
20 Miscellaneous	0	248	500	500	0	.00
Total Non-Employee Expense	0	248	500	500	0	.00
Total Dispatch	694,886	766,991	853,669	650,884	(202,785)	(23.75)

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 250 Engineering / Construction

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	727,826	810,471	841,632	927,822	86,190	10.24
01 Salaries	803,235	936,972	977,259	1,199,602	222,343	22.75
02 Labor	7,323	2,016	0	0	0	=====
04 Supervision Overtime	29,996	38,480	37,500	42,500	5,000	13.33
05 Salary Overtime	296,236	321,474	331,000	386,000	55,000	16.61
06 Labor Overtime	1,130	0	0	0	0	=====
08 Fringe Benefit Costs	864,309	898,563	936,473	1,059,970	123,497	13.18
Total Employee Expense	2,730,056	3,007,974	3,123,864	3,615,894	492,030	15.75
10 Materials and Supplies	3,951	12,567	22,000	22,000	0	.00
11 Transportation	40,162	66,329	66,320	77,473	11,153	16.81
12 Travel	1,196	7,605	10,000	10,500	500	5.00
15 Payments to Contractors-Repair	283,584	394,891	375,000	400,000	25,000	6.66
18 Payment to Contractors-Restore	3,758,582	3,005,189	3,200,000	3,800,000	600,000	18.75
19 Payments to Contractors-Other	196,303	65,637	100,000	275,000	175,000	175.00
20 Miscellaneous	1,355	1,819	3,000	3,000	0	.00
28 Small Tools Expense	20,656	60,191	104,500	30,000	(74,500)	(71.29)
37 Training Payments	3,420	8,017	9,000	10,000	1,000	11.11
38 Studies	249,919	0	0	0	0	=====
46 Dues and Subscriptions	0	378	1,000	0	(1,000)	(100.00)
61 LMD Service Installations	(29,170)	(3,157)	75,000	75,000	0	.00
74 Payments to Contractors-Tanks	2,551,333	2,544,290	3,100,000	1,300,000	(1,800,000)	(58.06)
Total Non-Employee Expense	7,081,291	6,163,756	7,065,820	6,002,973	(1,062,847)	(15.04)
Total Engineering / Construction	9,811,347	9,171,731	10,189,684	9,618,867	(570,817)	(5.60)

DEPARTMENT: 250 Engineering / Construction UNIT HEAD: Mike Quinn  
 UNIT.....: 2501 Design PREPARER: Mike Quinn

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	451,373	527,094	567,217	636,368	69,151	12.19
01 Salaries	281,804	355,134	364,595	435,966	71,371	19.57
02 Labor	7,323	2,016	0	0	0	=====
04 Supervision Overtime	16,404	20,680	20,000	20,000	0	.00
05 Salary Overtime	70,685	78,953	110,000	120,000	10,000	9.09
06 Labor Overtime	1,130	0	0	0	0	=====
08 Fringe Benefit Costs	406,600	444,973	473,873	526,683	52,810	11.14
Total Employee Expense	1,235,318	1,428,850	1,535,685	1,739,017	203,332	13.24
11 Transportation	20,081	33,162	33,160	42,258	9,098	27.43
12 Travel	966	2,202	2,500	2,500	0	.00
20 Miscellaneous	915	821	1,000	1,000	0	.00
28 Small Tools Expense	946	576	1,000	1,000	0	.00
37 Training Payments	2,500	3,041	2,500	3,000	500	20.00
38 Studies	249,919	0	0	0	0	=====
46 Dues and Subscriptions	0	378	1,000	0	(1,000)	(100.00)
Total Non-Employee Expense	275,327	40,180	41,160	49,758	8,598	20.88
Total Design	1,510,645	1,469,029	1,576,845	1,788,775	211,930	13.44

DEPARTMENT: 250 Engineering / Construction UNIT HEAD: Mark Jarmuz  
 UNIT.....: 2502 Construction PREPARER: Mike Quinn

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
00 Supervision	180,026	182,189	177,861	185,918	8,057	4.52
01 Salaries	197,322	229,751	241,452	293,982	52,530	21.75
04 Supervision Overtime	11,494	15,865	15,000	20,000	5,000	33.33
05 Salary Overtime	80,485	90,587	85,000	100,000	15,000	17.64
08 Fringe Benefit Costs	214,138	214,250	217,392	241,439	24,047	11.06
Total Employee Expense	683,465	732,642	736,705	841,339	104,634	14.20
10 Materials and Supplies	171	1,295	2,000	2,000	0	.00
11 Transportation	12,049	19,898	19,896	21,129	1,233	6.19
12 Travel	230	2,843	2,500	3,000	500	20.00
19 Payments to Contractors-Other	196,303	65,637	100,000	275,000	175,000	175.00
20 Miscellaneous	440	750	1,500	1,500	0	.00
28 Small Tools Expense	19,312	57,600	100,000	25,000	(75,000)	(75.00)
37 Training Payments	920	2,751	2,500	3,000	500	20.00
74 Payments to Contractors-Tanks	2,551,333	2,544,290	3,100,000	1,300,000	(1,800,000)	(58.06)
Total Non-Employee Expense	2,780,758	2,695,065	3,328,396	1,630,629	(1,697,767)	(51.00)
Total Construction	3,464,223	3,427,706	4,065,101	2,471,968	(1,593,133)	(39.19)

DEPARTMENT: 250 Engineering / Construction UNIT HEAD: Mark Jarmuz PREPARER: Mike Quinn  
 UNIT.....: 2525 New Services

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	48,699	50,594	48,277	52,768	4,491	9.30
01 Salaries	144,805	147,187	147,935	151,725	3,790	2.56
04 Supervision Overtime	2,098	1,935	2,500	2,500	0	.00
05 Salary Overtime	119,915	119,943	100,000	130,000	30,000	30.00
08 Fringe Benefit Costs	118,061	109,822	107,297	111,018	3,721	3.46
Total Employee Expense	433,578	429,481	406,009	448,011	42,002	10.34
10 Materials and Supplies	3,780	11,272	20,000	20,000	0	.00
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	1,536	3,000	3,000	0	.00
15 Payments to Contractors-Repair	283,584	394,891	375,000	400,000	25,000	6.66
28 Small Tools Expense	398	863	1,500	1,500	0	.00
37 Training Payments	0	834	1,500	1,500	0	.00
61 LMWD Service Installations	(29,170)	(3,157)	75,000	75,000	0	.00
Total Non-Employee Expense	262,608	412,874	482,632	508,043	25,411	5.26
Total New Services	696,187	842,354	888,641	956,054	67,413	7.58

DEPARTMENT: 250 Engineering / Construction UNIT HEAD: Mark Jarmuz PREPARER: Mike Quinn  
 UNIT.....: 2535 Restoration

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
00 Supervision	47,728	50,594	48,277	52,768	4,491	9.30
01 Salaries	179,305	204,900	223,277	317,929	94,652	42.39
05 Salary Overtime	25,152	31,991	36,000	36,000	0	.00
08 Fringe Benefit Costs	125,510	129,518	137,911	180,830	42,919	31.12
Total Employee Expense	377,694	417,003	445,465	587,527	142,062	31.89
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	1,024	2,000	2,000	0	.00
18 Payment to Contractors-Restore	3,758,582	3,005,189	3,200,000	3,800,000	600,000	18.75
20 Miscellaneous	0	248	500	500	0	.00
28 Small Tools Expense	0	1,152	2,000	2,500	500	25.00
37 Training Payments	0	1,391	2,500	2,500	0	.00
Total Non-Employee Expense	3,762,598	3,015,638	3,213,632	3,814,543	600,911	18.69
Total Restoration	4,140,292	3,432,641	3,659,097	4,402,070	742,973	20.30

DEPARTMENT: 300 Administration

DESCRIPTION	2024		2025		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	ESTIMATED	BUDGET (AS AMENDED)	BUDGET	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)		
00 Supervision	253,578	298,709	335,145	351,773	16,628	4.96				
01 Salaries	903,098	1,040,793	1,158,489	1,211,817	53,328	4.60				
02 Labor	122,051	168,310	193,869	138,716	(55,153)	(28.44)				
04 Supervision Overtime	4,300	2,754	3,500	3,500	0	.00				
05 Salary Overtime	11,811	14,311	17,200	21,600	4,400	25.58				
06 Labor Overtime	10,792	11,984	17,500	17,440	(60)	(.34)				
08 Fringe Benefit Costs	688,268	744,799	831,639	811,592	(20,047)	(2.41)				
Total Employee Expense	1,993,899	2,281,659	2,557,342	2,556,438	(904)	(.03)				
10 Materials and Supplies	24,265	31,342	33,750	36,000	2,250	6.66				
11 Transportation	12,049	13,263	13,264	28,172	14,908	112.39				
12 Travel	0	2,279	4,450	4,450	0	.00				
15 Payments to Contractors-Repair	0	502	1,000	1,000	0	.00				
17 Payments to Contractors-Elect.	12,219	13,538	21,200	15,000	(6,200)	(29.24)				
19 Payments to Contractors-Other	213,890	260,060	278,490	300,000	21,510	7.72				
20 Miscellaneous	1,539	2,795	5,500	5,500	0	.00				
22 Light and Heat	43,222	71,067	83,430	83,430	0	.00				
26 Equipment Maintenance Contract	0	526	1,500	1,500	0	.00				
28 Small Tools Expense	8,094	2,015	3,500	3,500	0	.00				
29 Office Supplies/Equip/Furnitur	41,867	59,381	60,000	60,000	0	.00				
35 Refuse and Waste Disposal	8,925	9,219	12,000	12,000	0	.00				
37 Training Payments	425	3,476	5,800	6,100	300	5.17				
46 Dues and Subscriptions	985	811	1,100	1,100	0	.00				
48 General Office Employee Exp.	0	248	500	500	0	.00				
62 Inventory Adjustments	348,936	(50,140)	125,000	75,000	(50,000)	(40.00)				
77 Stores Expense Credit	(83,699)	(66,302)	(70,000)	(70,000)	0	.00				
Total Non-Employee Expense	632,717	354,081	580,484	563,252	(17,232)	(2.96)				
Total Administration	2,626,616	2,635,740	3,137,826	3,119,690	(18,136)	(.57)				

DEPARTMENT: 300 Administration UNIT HEAD: Lavonya Lester PREPARER: Lavonya Lester  
 UNIT.....: 3000 Administrative

DESCRIPTION	2024		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)		
01 Salaries	170,153	170,500	167,896	172,514	4,618	2.75		
08 Fringe Benefit Costs	91,975	84,331	83,041	82,479	(562)	(.67)		
Total Employee Expense	262,128	254,831	250,937	254,993	4,056	1.61		
12 Travel	0	512	1,000	1,000	0	.00		
20 Miscellaneous	673	1,500	3,000	3,000	0	.00		
37 Training Payments	0	557	1,000	1,000	0	.00		
Total Non-Employee Expense	673	2,569	5,000	5,000	0	.00		
Total Administrative	262,801	257,400	255,937	259,993	4,056	1.58		

DEPARTMENT: 300 Administration UNIT HEAD: Lavonya Lester PREPARER: Lavonya Lester  
 UNIT.....: 3020 Central Purchasing

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DECC)	% OF INC/(DECC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	140,619	140,902	138,753	146,616	7,863	5.66
01 Salaries	173,483	198,669	258,026	289,942	31,916	12.36
05 Salary Overtime	3,026	1,120	600	5,000	4,400	733.33
06 Labor Overtime	215	0	0	0	0	=====
08 Fringe Benefit Costs	169,593	167,926	196,306	209,218	12,912	6.57
Total Employee Expense	486,936	508,617	593,685	650,776	57,091	9.61
12 Travel	0	615	1,200	1,200	0	.00
37 Training Payments	0	1,002	1,800	1,800	0	.00
46 Dues and Subscriptions	985	811	1,100	1,100	0	.00
Total Non-Employee Expense	985	2,428	4,100	4,100	0	.00
Total Central Purchasing	487,921	511,045	597,785	654,876	57,091	9.55

DEPARTMENT: 300 Administration  
 UNIT.....: 3023 Stores

UNIT HEAD: Lavonya Lester

PREPARER: Lavonya Lester

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
00 Supervision	112,960	116,513	114,737	121,256	6,519	5.68
01 Salaries	0	39,866	78,836	77,068	(1,768)	(2.24)
02 Labor	122,051	168,310	193,869	130,076	(63,793)	(32.90)
04 Supervision Overtime	4,300	2,754	3,500	3,500	0	.00
05 Salary Overtime	0	2,598	5,000	5,000	0	.00
06 Labor Overtime	10,136	6,909	10,000	10,000	0	.00
08 Fringe Benefit Costs	124,312	158,106	186,659	155,590	(31,069)	(16.64)
Total Employee Expense	373,761	495,056	592,601	502,490	(90,111)	(15.20)
10 Materials and Supplies	216	693	1,000	1,000	0	.00
11 Transportation	0	0	0	0	0	=====
12 Travel	0	512	1,000	1,000	0	.00
20 Miscellaneous	848	502	1,000	1,000	0	.00
28 Small Tools Expense	8,094	2,015	3,500	3,500	0	.00
37 Training Payments	425	834	1,500	1,800	300	20.00
62 Inventory Adjustments	348,936	(50,140)	125,000	75,000	(50,000)	(40.00)
77 Stores Expense Credit	(83,699)	(66,302)	(70,000)	(70,000)	0	.00
Total Non-Employee Expense	274,821	(111,886)	63,000	13,300	(49,700)	(78.88)
Total Stores	648,581	383,170	655,601	515,790	(139,811)	(21.32)

DEPARTMENT: 300 Administration UNIT HEAD: Lavonya Lester  
 UNIT.....: 3035 Information Services-Serv Cent PREPARER: Lavonya Lester

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	0	41,294	81,655	83,901	2,246	2.75
01 Salaries	338,590	416,180	417,705	439,877	22,172	5.30
05 Salary Overtime	453	652	1,100	1,100	0	.00
08 Fringe Benefit Costs	181,991	226,335	247,094	250,529	3,435	1.39
Total Employee Expense	521,034	684,461	747,554	775,407	27,853	3.72
12 Travel	0	128	250	250	0	.00
20 Miscellaneous	0	248	500	500	0	.00
29 Office Supplies/Equip/Furnitur	41,867	59,381	60,000	60,000	0	.00
37 Training Payments	0	526	500	500	0	.00
Total Non-Employee Expense	41,867	60,283	61,250	61,250	0	.00
Total Information Services-Serv Cen	562,900	744,744	808,804	836,657	27,853	3.44

DEPARTMENT: 300 Administration UNIT HEAD: George Mc Nerney PREPARER: George Mc Nerney  
 UNIT.....: 3070 Facilities

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	220,872	215,579	236,026	232,416	(3,610)	(1.52)
02 Labor	0	0	0	8,640	8,640	=====
05 Salary Overtime	8,331	9,940	10,500	10,500	0	.00
06 Labor Overtime	440	5,074	7,500	7,440	(60)	(.80)
08 Fringe Benefit Costs	120,398	108,101	118,539	113,776	(4,763)	(4.01)
Total Employee Expense	350,040	338,694	372,565	372,772	207	.05
10 Materials and Supplies	24,049	30,649	32,750	35,000	2,250	6.87
11 Transportation	12,049	13,263	13,264	28,172	14,908	112.39
12 Travel	0	512	1,000	1,000	0	.00
15 Payments to Contractors-Repair	0	502	1,000	1,000	0	.00
17 Payments to Contractors-Elect.	12,219	13,538	21,200	15,000	(6,200)	(29.24)
19 Payments to Contractors-Other	213,890	260,060	278,490	300,000	21,510	7.72
20 Miscellaneous	18	545	1,000	1,000	0	.00
22 Light and Heat	43,222	71,067	83,430	83,430	0	.00
26 Equipment Maintenance Contract	0	526	1,500	1,500	0	.00
35 Refuse and Waste Disposal	8,925	9,219	12,000	12,000	0	.00
37 Training Payments	0	557	1,000	1,000	0	.00
48 General Office Employee Exp.	0	248	500	500	0	.00
Total Non-Employee Expense	314,371	400,687	447,134	479,602	32,468	7.26
Total Facilities	664,412	739,381	819,699	852,374	32,675	3.98

DEPARTMENT: 400 Comptroller's Department

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	634,208	616,645	674,372	686,459	12,087	1.79
01 Salaries	1,141,226	1,345,819	1,459,902	1,559,738	99,836	6.83
02 Labor	394,131	663,156	846,561	882,927	36,366	4.29
05 Salary Overtime	46,982	52,111	58,000	58,000	0	.00
06 Labor Overtime	109,956	120,070	106,000	131,000	25,000	23.58
08 Fringe Benefit Costs	1,184,524	1,315,046	1,490,715	1,511,670	20,955	1.40
Total Employee Expense	3,511,028	4,112,846	4,635,550	4,829,794	194,244	4.19
10 Materials and Supplies	57,779	87,401	100,000	100,000	0	.00
11 Transportation	29,104	68,314	76,268	80,992	4,724	6.19
12 Travel	115	3,084	6,500	7,000	500	7.69
19 Payments to Contractors-Other	131,180	127,379	113,000	178,000	65,000	57.52
20 Miscellaneous	1,109	2,363	4,000	4,000	0	.00
28 Small Tools Expense	5,750	6,636	10,000	10,000	0	.00
33 Uniforms	3,154	5,079	5,000	5,000	0	.00
37 Training Payments	2,098	2,646	4,750	4,750	0	.00
40 Postage	543,777	492,983	550,000	619,000	69,000	12.54
41 Stationery and Printing Forms	5,461	5,059	7,500	7,500	0	.00
42 Uncollectable Accounts	1,367,967	410,062	102,000	120,000	18,000	17.64
43 Collection Agency Charges	103	50	100	100	0	.00
46 Dues and Subscriptions	0	1,078	1,000	1,000	0	.00
48 General Office Employee Exp.	13,549	24,347	30,000	30,000	0	.00
51 Corporate and Fiscal Expense	24,522	50,237	90,290	350,290	260,000	287.96
58 Auditing	38,239	35,657	61,680	68,845	7,165	11.61
Total Non-Employee Expense	2,223,906	1,322,375	1,162,088	1,586,477	424,389	36.51
Total Comptroller's Department	5,734,933	5,435,221	5,797,638	6,416,271	618,633	10.67

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 400 Comptroller's Department  
UNIT.....: 4000 Comptroller

UNIT HEAD: Jessica Brown

PREPARER: Jessica Brown

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	159,056	167,597	161,316	173,373	12,057	7.47
08 Fringe Benefit Costs	85,975	82,895	79,787	82,890	3,103	3.88
Total Employee Expense	245,031	250,493	241,103	256,263	15,160	6.28
12 Travel	115	512	1,000	1,000	0	.00
20 Miscellaneous	573	1,048	2,000	2,000	0	.00
37 Training Payments	0	557	1,000	1,000	0	.00
46 Dues and Subscriptions	0	1,078	1,000	1,000	0	.00
48 General Office Employee Exp.	675	600	1,200	1,200	0	.00
58 Auditing	38,239	35,657	61,680	68,845	7,165	11.61
Total Non-Employee Expense	39,602	39,452	67,880	75,045	7,165	10.55
Total Comptroller	284,633	289,945	308,983	331,308	22,325	7.22

DEPARTMENT: 400 Comptroller's Department  
UNIT.....: 4010 Accounting

UNIT HEAD: Jessica Brown

PREPARER: Jessica Brown

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	97,642	71,378	141,149	130,953	(10,196)	(7.22)
01 Salaries	214,092	356,665	424,943	448,764	23,821	5.60
02 Labor	11,336	2,840	0	8,640	8,640	=====
05 Salary Overtime	848	2,143	4,000	4,000	0	.00
08 Fringe Benefit Costs	171,188	212,206	280,388	278,426	(1,962)	(.69)
Total Employee Expense	495,105	645,231	850,480	870,783	20,303	2.38
12 Travel	0	1,024	2,000	2,000	0	.00
37 Training Payments	598	1,114	2,000	2,000	0	.00
41 Stationery and Printing Forms	2,601	2,091	3,500	3,500	0	.00
48 General Office Employee Exp.	6,153	5,185	7,200	7,200	0	.00
Total Non-Employee Expense	9,353	9,414	14,700	14,700	0	.00
Total Accounting	504,458	654,645	865,180	885,483	20,303	2.34

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
 Operating and Maintenance Summary by Unit

DEPARTMENT: 400 Comptroller's Department  
 UNIT.....: 4015 Cash Management

UNIT HEAD: Jessica Brown

PREPARER: Jessica Brown

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	140,619	140,902	138,753	142,568	3,815	2.74
08 Fringe Benefit Costs	76,010	69,592	68,627	68,162	(465)	(.67)
Total Employee Expense	216,628	210,594	207,380	210,730	3,350	1.61
12 Travel	0	512	1,000	1,000	0	.00
19 Payments to Contractors-Other	0	0	0	0	0	=====
37 Training Payments	0	418	750	750	0	.00
43 Collection Agency Charges	103	50	100	100	0	.00
48 General Office Employee Exp.	450	1,182	1,200	1,200	0	.00
51 Corporate and Fiscal Expense	24,522	50,237	90,290	350,290	260,000	287.96
Total Non-Employee Expense	25,075	52,399	93,340	353,340	260,000	278.55
Total Cash Management	241,703	262,993	300,720	564,070	263,350	87.57

DEPARTMENT: 400 Comptroller's Department  
 UNIT.....: 4020 Customer Service and Billing UNIT HEAD: Steve D'Amico  
 PREPARER: Steve D'Amico

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	236,892	236,768	233,154	239,565	6,411	2.74
01 Salaries	710,327	786,146	794,240	878,744	84,504	10.63
02 Labor	77,998	72,333	72,436	74,298	1,862	2.57
05 Salary Overtime	1,073	2,500	4,000	4,000	0	.00
06 Labor Overtime	0	520	1,000	1,000	0	.00
08 Fringe Benefit Costs	550,017	542,016	544,475	570,686	26,211	4.81
Total Employee Expense	1,576,306	1,640,283	1,649,305	1,768,293	118,988	7.21
11 Transportation	4,016	0	0	0	0	=====
12 Travel	0	12	500	1,000	500	100.00
19 Payments to Contractors-Other	131,180	127,379	113,000	178,000	65,000	57.52
20 Miscellaneous	0	565	500	500	0	.00
37 Training Payments	0	557	1,000	1,000	0	.00
40 Postage	543,777	492,983	550,000	619,000	69,000	12.54
41 Stationery and Printing Forms	2,860	2,968	4,000	4,000	0	.00
42 Uncollectible Accounts	1,367,967	410,062	102,000	120,000	18,000	17.64
48 General Office Employee Exp.	6,270	17,380	20,400	20,400	0	.00
Total Non-Employee Expense	2,056,071	1,051,906	791,400	943,900	152,500	19.26
Total Customer Service and Billing	3,632,377	2,692,189	2,440,705	2,712,193	271,488	11.12

DEPARTMENT: 400 Comptroller's Department UNIT HEAD: Joyce Tomaka  
 UNIT.....: 4040 Meter Shop PREPARER: Joyce Tomaka

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	216,808	203,008	240,719	232,230	(8,489)	(3.52)
02 Labor	304,797	587,984	774,125	799,989	25,864	3.34
05 Salary Overtime	45,061	47,468	50,000	50,000	0	.00
06 Labor Overtime	109,956	119,550	105,000	130,000	25,000	23.80
08 Fringe Benefit Costs	301,335	408,236	517,438	511,506	(5,932)	(1.14)
Total Employee Expense	977,958	1,366,245	1,687,282	1,723,725	36,443	2.15
10 Materials and Supplies	57,779	87,401	100,000	100,000	0	.00
11 Transportation	25,087	68,314	76,268	80,992	4,724	6.19
12 Travel	0	1,024	2,000	2,000	0	.00
20 Miscellaneous	536	750	1,500	1,500	0	.00
28 Small Tools Expense	5,750	6,636	10,000	10,000	0	.00
33 Uniforms	3,154	5,079	5,000	5,000	0	.00
37 Training Payments	1,500	0	0	0	0	=====
Total Non-Employee Expense	93,805	169,204	194,768	199,492	4,724	2.42
Total Meter Shop	1,071,762	1,535,449	1,882,050	1,923,217	41,167	2.18

DEPARTMENT : 500 Legal Department

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	942,981	1,162,794	1,359,589	1,396,869	37,280	2.74
02 Labor	5,132	0	0	0	0	=====
05 Salary Overtime	0	0	0	0	0	=====
08 Fringe Benefit Costs	508,770	575,043	672,453	667,845	(4,608)	(.68)
Total Employee Expense	1,456,883	1,737,837	2,032,042	2,064,714	32,672	1.60
11 Transportation	0	0	0	0	0	=====
12 Travel	0	512	1,000	1,000	0	.00
19 Payments to Contractors-Other	6,169	5,890	10,000	10,000	0	.00
20 Miscellaneous	384	5,059	10,000	10,000	0	.00
46 Dues and Subscriptions	17,794	16,366	18,500	18,500	0	.00
48 General Office Employee Exp.	4,046	7,000	12,000	12,000	0	.00
52 Legal Services	145,438	113,197	200,000	150,000	(50,000)	(25.00)
69 Delivery Services	0	248	500	500	0	.00
Total Non-Employee Expense	173,831	148,271	252,000	202,000	(50,000)	(19.84)
Total Legal Department	1,630,715	1,886,109	2,284,042	2,266,714	(17,328)	(.75)

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 500 Legal Department  
UNIT.....: 5010 Legal

UNIT HEAD: Mark Carney

PREPARER: Mark Carney

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	942,981	1,162,794	1,359,589	1,396,869	37,280	2.74
02 Labor	5,132	0	0	0	0	=====
05 Salary Overtime	0	0	0	0	0	=====
08 Fringe Benefit Costs	508,770	575,043	672,453	667,845	(4,608)	(.68)
Total Employee Expense	1,456,883	1,737,837	2,032,042	2,064,714	32,672	1.60
11 Transportation	0	0	0	0	0	=====
12 Travel	0	512	1,000	1,000	0	.00
19 Payments to Contractors-Other	6,169	5,890	10,000	10,000	0	.00
20 Miscellaneous	384	5,059	10,000	10,000	0	.00
46 Dues and Subscriptions	17,794	16,366	18,500	18,500	0	.00
48 General Office Employee Exp.	4,046	7,000	12,000	12,000	0	.00
52 Legal Services	145,438	113,197	200,000	150,000	(50,000)	(25.00)
69 Delivery Services	0	248	500	500	0	.00
Total Non-Employee Expense	173,831	148,271	252,000	202,000	(50,000)	(19.84)
Total Legal	1,630,715	1,886,109	2,284,042	2,266,714	(17,328)	(.75)

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 600 Secretary to the Authority

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	410,956	535,865	598,352	624,662	26,310	4.39
02 Labor	11,046	20,057	21,094	21,094	0	.00
05 Salary Overtime	1,201	2,534	2,500	3,000	500	20.00
08 Fringe Benefit Costs	223,390	267,297	298,303	301,061	2,758	.92
Total Employee Expense	646,593	825,753	920,249	949,817	29,568	3.21
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	770	1,500	1,500	0	.00
19 Payments to Contractors-Other	6,866	33,512	50,000	50,000	0	.00
20 Miscellaneous	31,560	45,551	70,000	70,000	0	.00
48 General Office Employee Exp.	675	3,316	3,600	3,600	0	.00
60 Special Services	231,573	229,812	235,000	200,000	(35,000)	(14.89)
Total Non-Employee Expense	274,690	319,596	366,732	332,143	(34,589)	(9.43)
Total Secretary to the Authority	921,283	1,145,349	1,286,981	1,281,960	(5,021)	(.39)

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 600 Secretary to the Authority  
UNIT.....: 6000 Secretary to the Authority

UNIT HEAD: Terrence McCracken

PREPARER: Terrence McCracken

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	343,734	344,429	339,174	367,136	27,962	8.24
05 Salary Overtime	1,201	1,234	0	1,500	1,500	=====
08 Fringe Benefit Costs	185,935	170,482	167,755	175,678	7,923	4.72
Total Employee Expense	530,870	516,144	506,929	544,314	37,385	7.37
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	770	1,500	1,500	0	.00
19 Payments to Contractors-Other	6,866	33,512	50,000	50,000	0	.00
20 Miscellaneous	25,898	30,545	40,000	40,000	0	.00
Total Non-Employee Expense	36,781	71,462	98,132	98,543	411	.41
Total Secretary to the Authority	567,650	587,606	605,061	642,857	37,796	6.24

DEPARTMENT: 600 Secretary to the Authority  
 UNIT.....: 6015 Information Services-EII Sq  
 UNIT HEAD: Terrence McCracken  
 PREPARER: Terrence McCracken

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	67,222	191,436	259,178	257,526	(1,652)	(.63)
02 Labor	11,046	20,057	21,094	21,094	0	.00
05 Salary Overtime	0	1,300	2,500	1,500	(1,000)	(40.00)
08 Fringe Benefit Costs	37,455	96,815	130,548	125,383	(5,165)	(3.95)
Total Employee Expense	115,723	309,609	413,320	405,503	(7,817)	(1.89)
48 General Office Employee Exp.	675	3,316	3,600	3,600	0	.00
Total Non-Employee Expense	675	3,316	3,600	3,600	0	.00
Total Information Services-EII Sq	116,398	312,925	416,920	409,103	(7,817)	(1.87)

DEPARTMENT: 600 Secretary to the Authority UNIT HEAD: Terrence McCracken  
 UNIT.....: 6030 Public Information PREPARER: Terrence McCracken

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)
20 Miscellaneous	5,662	15,006	30,000	30,000	0	.00
60 Special Services	231,573	229,812	235,000	200,000	(35,000)	(14.89)
Total Non-Employee Expense	237,234	244,818	265,000	230,000	(35,000)	(13.20)
Total Public Information	237,234	244,818	265,000	230,000	(35,000)	(13.20)

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
 Operating and Maintenance Summary by Unit

DEPARTMENT: 700 Members of the Authority

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	67,888	67,886	67,500	67,500	0	.00
08 Fringe Benefit Costs	7,453	6,789	6,750	6,750	0	.00
Total Employee Expense	75,341	74,675	74,250	74,250	0	.00
Total Members of the Authority	75,341	74,675	74,250	74,250	0	.00

DEPARTMENT: 700 Members of the Authority UNIT HEAD: Jerome D. Schad PREPARER: Jerome D. Schad  
 UNIT.....: 7010 Members of the Authority

DESCRIPTION	2024		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	BUDGET	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET	BUDGET		
01 Salaries	67,888	67,886	67,886	67,500	67,500	67,500	0	.00
08 Fringe Benefit Costs	7,453	6,789	6,789	6,750	6,750	6,750	0	.00
Total Employee Expense	75,341	74,675	74,675	74,250	74,250	74,250	0	.00
Total Members of the Authority	75,341	74,675	74,675	74,250	74,250	74,250	0	.00

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	519,663	502,410	590,388	615,939	25,551	4.32
08 Fringe Benefit Costs	280,949	248,498	292,006	294,481	2,475	.84
Total Employee Expense	800,612	750,908	882,394	910,420	28,026	3.17
11 Transportation	8,032	6,635	6,632	7,043	411	6.19
12 Travel	0	3,917	5,000	5,000	0	.00
20 Miscellaneous	84,513	183,580	383,500	400,000	16,500	4.30
22 Light and Heat	23,465	23,882	24,000	30,000	6,000	25.00
26 Equipment Maintenance Contract	1,312	2,470	3,500	2,000	(1,500)	(42.85)
34 Office Equipment Rentals	0	0	0	0	0	=====
37 Training Payments	0	5,570	10,000	10,000	0	.00
40 Postage	38,294	45,857	50,000	50,000	0	.00
46 Dues and Subscriptions	31,503	69,646	45,000	45,000	0	.00
47 Office Rents	0	255,638	250,000	250,000	0	.00
53 Insurance	1,500,617	1,472,799	1,382,449	1,495,544	113,095	8.18
54 Injuries and Damages	11,933	49,354	75,000	75,000	0	.00
72 Retiree Health Insurance	0	2,344,433	2,500,000	2,679,839	179,839	7.19
Total Non-Employee Expense	1,699,669	4,463,780	4,735,081	5,049,426	314,345	6.63
Total Executive Department	2,500,281	5,214,688	5,617,475	5,959,846	342,371	6.09

DEPARTMENT: 750 Executive Department UNIT HEAD: Joyce Tomaka PREPARER: Joyce Tomaka  
 UNIT.....: 7510 General Expenses

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET		
01 Salaries	519,663	502,410	590,388	615,939	25,551	4.32
08 Fringe Benefit Costs	280,949	248,498	292,006	294,481	2,475	.84
Total Employee Expense	800,612	750,908	882,394	910,420	28,026	3.17
11 Transportation	8,032	6,635	6,632	7,043	411	6.19
12 Travel	0	3,917	5,000	5,000	0	.00
20 Miscellaneous	84,513	183,580	383,500	400,000	16,500	4.30
22 Light and Heat	23,465	23,882	24,000	30,000	6,000	25.00
26 Equipment Maintenance Contract	1,312	2,470	3,500	2,000	(1,500)	(42.85)
34 Office Equipment Rentals	0	0	0	0	0	=====
37 Training Payments	0	5,570	10,000	10,000	0	.00
40 Postage	38,294	45,857	50,000	50,000	0	.00
46 Dues and Subscriptions	31,503	69,646	45,000	45,000	0	.00
47 Office Rents	0	255,638	250,000	250,000	0	.00
53 Insurance	1,500,617	1,472,799	1,382,449	1,495,544	113,095	8.18
54 Injuries and Damages	11,933	49,354	75,000	75,000	0	.00
72 Retiree Health Insurance	0	2,344,433	2,500,000	2,679,839	179,839	7.19
Total Non-Employee Expense	1,699,669	4,463,780	4,735,081	5,049,426	314,345	6.63
Total General Expenses	2,500,281	5,214,688	5,617,475	5,959,846	342,371	6.09

DEPARTMENT: 800 Human Resources

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	170,326	170,500	167,896	172,514	4,618	2.75
01 Salaries	190,478	343,149	484,555	605,236	120,681	24.90
05 Salary Overtime	0	0	0	0	0	=====
08 Fringe Benefit Costs	196,728	254,056	322,703	371,842	49,139	15.22
Total Employee Expense	557,532	767,705	975,154	1,149,592	174,438	17.88
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	1,253	2,000	3,000	1,000	50.00
20 Miscellaneous	19,656	27,530	35,000	35,000	0	.00
27 Safety Equipment	164,934	178,092	170,000	175,000	5,000	2.94
37 Training Payments	49,974	85,489	123,000	123,000	0	.00
38 Studies	0	15,006	30,000	30,000	0	.00
46 Dues and Subscriptions	264	378	1,000	750	(250)	(25.00)
48 General Office Employee Exp.	40	0	0	0	0	=====
52 Legal Services	67,072	55,336	65,000	100,000	35,000	53.84
55 Miscellaneous General Expense	700	1,102	2,200	0	(2,200)	(100.00)
59 Doctor Examination Fees	34,601	43,675	48,000	48,000	0	.00
Total Non-Employee Expense	341,255	414,496	482,832	521,793	38,961	8.06
Total Human Resources	898,788	1,182,201	1,457,986	1,671,385	213,399	14.63

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 800 Human Resources  
UNIT: 8010 Human Resources

UNIT HEAD: Jennifer Hibbit

PREPARER: Jennifer Hibbit

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF	% OF
	ACTUAL	ESTIMATED	BUDGET (CAS AMENDED)	ANNUAL BUDGET	INC/(DECC)	INC/(DECC)
00 Supervision	170,326	170,500	167,896	172,514	4,618	2.75
01 Salaries	190,478	343,149	484,555	605,236	120,681	24.90
05 Salary Overtime	0	0	0	0	0	=====
08 Fringe Benefit Costs	196,728	254,056	322,703	371,842	49,139	15.22
Total Employee Expense	557,532	767,705	975,154	1,149,592	174,438	17.88
11 Transportation	4,016	6,635	6,632	7,043	411	6.19
12 Travel	0	1,253	2,000	3,000	1,000	50.00
20 Miscellaneous	19,656	27,530	35,000	35,000	0	.00
27 Safety Equipment	164,934	178,092	170,000	175,000	5,000	2.94
37 Training Payments	49,974	85,489	123,000	123,000	0	.00
38 Studies	0	15,006	30,000	30,000	0	.00
46 Dues and Subscriptions	264	378	1,000	750	(250)	(25.00)
48 General Office Employee Exp.	40	0	0	0	0	=====
52 Legal Services	67,072	55,336	65,000	100,000	35,000	53.84
55 Miscellaneous General Expense	700	1,102	2,200	0	(2,200)	(100.00)
59 Doctor Examination Fees	34,601	43,675	48,000	48,000	0	.00
Total Non-Employee Expense	341,255	414,496	482,832	521,793	38,961	8.06
Total Human Resources	898,788	1,182,201	1,457,986	1,671,385	213,399	14.63

DEPARTMENT: 850 Information Technology

DESCRIPTION	2024		2025		2025 BUDGET (AS AMENDED)	2026 ANNUAL BUDGET	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	ESTIMATED	BUDGET				
00 Supervision	170,153	170,500	167,896	172,514	4,618	2.75		
01 Salaries	1,196,168	1,333,340	1,398,484	1,431,497	33,013	2.36		
02 Labor	6,081	0	0	0	0	=====		
05 Salary Overtime	177,278	171,489	141,501	175,000	33,499	23.67		
06 Labor Overtime	18	0	0	0	0	=====		
08 Fringe Benefit Costs	758,560	756,789	788,882	784,378	(4,504)	(.57)		
Total Employee Expense	2,308,258	2,432,118	2,496,763	2,563,389	66,626	2.66		
10 Materials and Supplies	16,618	24,836	35,000	55,000	20,000	57.14		
11 Transportation	8,032	13,362	13,264	14,086	822	6.19		
12 Travel	275	4,608	9,000	15,000	6,000	66.66		
19 Payments to Contractors-Other	201,554	330,394	370,500	295,000	(75,500)	(20.37)		
20 Miscellaneous	2,915	5,414	5,000	5,000	0	.00		
23 Telephone	408,440	524,530	552,282	686,500	134,218	24.30		
26 Equipment Maintenance Contract	233,371	225,027	398,715	397,335	(1,380)	(.34)		
36 Software Expense	7,206	976,980	869,668	704,302	(165,366)	(19.01)		
37 Training Payments	313	19,276	22,500	20,000	(2,500)	(11.11)		
38 Studies	0	0	0	120,000	120,000	=====		
45 Software Licensing Expense	242,907	0	0	0	0	=====		
46 Dues and Subscriptions	11,800	4,461	11,800	11,800	0	.00		
67 Software Maintenance & Support	339,219	0	0	0	0	=====		
68 PCs and Peripherals	167,623	319,909	307,400	307,400	0	.00		
69 Delivery Services	77	124	250	250	0	.00		
Total Non-Employee Expense	1,640,350	2,448,921	2,595,379	2,631,673	36,294	1.39		
Total Information Technology	3,948,607	4,881,039	5,092,142	5,195,062	102,920	2.02		

ERIE COUNTY WATER AUTHORITY BUDGET ANALYSIS  
Operating and Maintenance Summary by Unit

DEPARTMENT: 850 Information Technology  
UNIT.....: 8525 Information Technology

UNIT HEAD: Dave Aubertine

PREPARER: Dave Aubertine

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
00 Supervision	170,153	170,500	167,896	172,514	4,618	2.75
01 Salaries	1,196,168	1,333,340	1,398,484	1,431,497	33,013	2.36
02 Labor	6,081	0	0	0	0	=====
05 Salary Overtime	177,278	171,489	141,501	175,000	33,499	23.67
06 Labor Overtime	18	0	0	0	0	=====
08 Fringe Benefit Costs	758,560	756,789	788,882	784,378	(4,504)	(.57)
Total Employee Expense	2,308,258	2,432,118	2,496,763	2,563,389	66,626	2.66
10 Materials and Supplies	16,618	24,836	35,000	55,000	20,000	57.14
11 Transportation	8,032	13,362	13,264	14,086	822	6.19
12 Travel	275	4,608	9,000	15,000	6,000	66.66
19 Payments to Contractors-Other	201,554	330,394	370,500	295,000	(75,500)	(20.37)
20 Miscellaneous	2,915	5,414	5,000	5,000	0	.00
23 Telephone	408,440	524,530	552,282	686,500	134,218	24.30
26 Equipment Maintenance Contract	233,371	225,027	398,715	397,335	(1,380)	(.34)
36 Software Expense	7,206	976,980	869,668	704,302	(165,366)	(19.01)
37 Training Payments	313	19,276	22,500	20,000	(2,500)	(11.11)
38 Studies	0	0	0	120,000	120,000	=====
45 Software Licensing Expense	242,907	0	0	0	0	=====
46 Dues and Subscriptions	11,800	4,461	11,800	11,800	0	.00
67 Software Maintenance & Support	339,219	0	0	0	0	=====
68 PCs and Peripherals	167,623	319,909	307,400	307,400	0	.00
69 Delivery Services	77	124	250	250	0	.00
Total Non-Employee Expense	1,640,350	2,448,921	2,595,379	2,631,673	36,294	1.39
Total Information Technology	3,948,607	4,881,039	5,092,142	5,195,062	102,920	2.02
Total Operating & Maintenance	58,170,777	69,493,862	74,204,158	76,600,438	2,396,280	3.22

DEPARTMENT: 760 Clearing Accounts

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
01 Salaries	80,521	83,090	84,009	88,124	4,115	4.89
02 Labor	141,566	181,501	217,085	223,185	6,100	2.80
05 Salary Overtime	15,542	23,376	25,000	25,000	0	.00
06 Labor Overtime	17,689	19,612	20,000	20,000	0	.00
08 Fringe Benefit Costs	114,866	135,551	153,421	153,336	(85)	(.05)
Total Employee Expense	370,163	443,130	499,515	509,645	10,130	2.02
10 Materials and Supplies	176,953	177,118	184,370	202,807	18,437	10.00
11 Transportation	6,841	6,635	6,632	7,043	411	6.19
19 Payments to Contractors-Other	20,744	19,063	18,200	20,020	1,820	10.00
20 Miscellaneous	849	1,389	2,000	1,000	(1,000)	(50.00)
26 Equipment Maintenance Contract	22,947	27,459	35,000	37,670	2,670	7.62
28 Small Tools Expense	7,500	11,750	16,500	10,450	(6,050)	(36.66)
33 Uniforms	1,088	1,380	1,650	1,716	66	4.00
53 Insurance	2,623	108,099	215,147	296,830	81,683	37.96
78 Gas, Oil and Grease	381,291	413,404	425,000	450,000	25,000	5.88
79 Vehicle Repairs-Outside Shops	22,838	37,225	55,000	61,600	6,600	12.00
80 Medicare Insurance	301,785	352,183	389,068	412,580	23,512	6.04
81 Vision Care Expense	33,607	35,804	37,500	35,000	(2,500)	(6.66)
82 Workmens Comp. Insurance	2,090,643	2,101,974	2,113,313	1,904,034	(209,279)	(9.90)
83 Unemployment Insurance	3,402	19,866	25,000	25,000	0	.00
84 Dental Insurance	182,426	194,514	200,000	200,000	0	.00
85 Health Insurance Expense	3,366,845	3,453,843	4,125,893	4,230,069	104,176	2.52
86 Group Insurance	101,852	103,874	109,000	101,000	(8,000)	(7.33)
87 FICA Expense	1,323,095	1,523,815	1,664,063	1,764,622	100,559	6.04
88 Pension Expense	2,591,500	3,347,980	2,955,703	3,260,111	304,408	10.29
89 DBL Insurance	22,402	25,813	27,000	27,000	0	.00
92 Sick Pay	390,630	300,060	300,000	400,000	100,000	33.33
Total Non-Employee Expense	11,051,860	12,263,249	12,906,039	13,448,552	542,513	4.20
Total Clearing Accounts	11,422,023	12,706,379	13,405,554	13,958,197	552,643	4.12

DEPARTMENT: 760 Clearing Accounts UNIT HEAD: George Mc Nerney  
 UNIT.....: 7615 Transportation Clearing PREPARER: George Mc Nerney

DESCRIPTION	2024		2025		2026		AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET	INC/(DEC)	INC/(DEC)		
01 Salaries	80,521	83,090	84,009	88,124	4,115	4.89		
02 Labor	141,566	181,501	217,085	223,185	6,100	2.80		
05 Salary Overtime	15,542	23,376	25,000	25,000	0	.00		
06 Labor Overtime	17,689	19,612	20,000	20,000	0	.00		
08 Fringe Benefit Costs	114,846	135,551	153,421	153,336	(85)	(.05)		
Total Employee Expense	370,163	443,130	499,515	509,645	10,130	2.02		
10 Materials and Supplies	176,953	177,118	184,370	202,807	18,437	10.00		
11 Transportation	6,841	6,635	6,632	7,043	411	6.19		
19 Payments to Contractors-Other	20,744	19,063	18,200	20,020	1,820	10.00		
20 Miscellaneous	849	1,389	2,000	1,000	(1,000)	(50.00)		
26 Equipment Maintenance Contract	22,947	27,459	35,000	37,670	2,670	7.62		
28 Small Tools Expense	7,500	11,750	16,500	10,450	(6,050)	(36.66)		
33 Uniforms	1,088	1,380	1,650	1,716	66	4.00		
53 Insurance	2,623	108,099	215,147	296,830	81,683	37.96		
78 Gas, Oil and Grease	381,291	413,404	425,000	450,000	25,000	5.88		
79 Vehicle Repairs-Outside Shops	22,838	37,225	55,000	61,600	6,600	12.00		
Total Non-Employee Expense	643,675	803,522	959,499	1,089,136	129,637	13.51		
Total Transportation Clearing	1,013,838	1,246,652	1,459,014	1,598,781	139,767	9.57		

DEPARTMENT: 760 Clearing Accounts UNIT HEAD: Joyce Tomaka  
 UNIT.....: 7625 Fringe Benefit Time Clearing PREPARER: Steve D'Amico

DESCRIPTION	2024	2025	2025	2026	AMOUNT OF INC/(DEC)	% OF INC/(DEC)
	ACTUAL	ESTIMATED	BUDGET (AS AMENDED)	ANNUAL BUDGET		
80 Medicare Insurance	301,785	352,183	389,068	412,580	23,512	6.04
81 Vision Care Expense	33,607	35,804	37,500	35,000	(2,500)	(6.66)
82 Workmens Comp. Insurance	2,090,643	2,101,974	2,113,313	1,904,034	(209,279)	(9.90)
83 Unemployment Insurance	3,402	19,866	25,000	25,000	0	.00
84 Dental Insurance	182,426	194,514	200,000	200,000	0	.00
85 Health Insurance Expense	3,366,845	3,453,843	4,125,893	4,230,069	104,176	2.52
86 Group Insurance	101,852	103,874	109,000	101,000	(8,000)	(7.33)
87 FICA Expense	1,323,095	1,523,815	1,664,063	1,764,622	100,559	6.04
88 Pension Expense	2,591,500	3,347,980	2,955,703	3,260,111	304,408	10.29
89 DBL Insurance	22,402	25,813	27,000	27,000	0	.00
92 Sick Pay	390,630	300,060	300,000	400,000	100,000	33.33
Total Non-Employee Expense	10,408,185	11,459,727	11,946,540	12,359,416	412,876	3.45
Total Fringe Benefit Time Clearing	10,408,185	11,459,727	11,946,540	12,359,416	412,876	3.45
Total Clearing Accounts	11,422,023	12,706,379	13,405,554	13,958,197	552,643	4.12

Unit: 1010 Sturgeon Point Plant

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Equipment

101795	SLUDGE PLANT HOIST/CRANE REPLACEMENT 5-TON POWER HOIST AND FESTOON, FOR SLUDGE PLANT REPLACEMENT OF EXISTING OUT DATED EQUIPMENT	60,000
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101826	HS NO.1 VIBRATION TESTING & REHAB VIBRATION TESTING AND ANALYSIS TO DETERMINE THE CAUSE OF EXCESSIVE VIBRATION FOR HIGH SERVICE PUMP NO. 1. RESULTS OF TESTING WILL DETERMINE REHABILITATION WORK.	90,000
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101828	FILTER AID METERING PUMPS PURCHASE 10 NEW FILTER AID METERING PUMPS.	50,000
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101834	HS 6&7 IMPELLER REPLACEMENTS REPLACE IMPELLERS ON HIGH SERVICE PUMPS NO.6 AND 7 DUE TO EXCESSIVE THINNING OF THE IMPELLER VANES.	160,000
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Category: Buildings & Structures

101859	CTRL BLDG BASEMENT FLOOR REHAB REMOVE CERAMIC TILE AND POUR CONCRETE SLAB OVER OLD HIGH SERVICE PUMP FLOOR (FILTERED WATER BASIN CEILING).	120,000
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101860	OUTBUILDING ROOF REPLACEMENTS REPLACE THE MEMBRANE ROOFS ON TWO OUTBUILDINGS AT THE SEDIMENTATION BASINS AND ONE OUTBUILDING AT THE LAGOONS. ALL THREE ROOFS ARE LEAKING AND REQUIRE REPLACEMENT.	45,000
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Sturgeon Point Plant

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525,000  
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Unit: 1015 Van De Water Plant

2026 ANNUAL BUDGET

Category: Equipment

DESCRIPTION	2026 ANNUAL BUDGET
101825 FILTER 1 VALVES & ACTUATORS REPLACE REPLACEMENT OF ALL VALVES AND ACTUATORS ASSOCIATED WITH FILTER NO.1. INCLUDES NECESSARY PIPING MODIFICATIONS TO COMPLETE THE REPLACEMENTS AND PIPING INSULATION	845,000
101827 RAW WATER 3&6 IMPELLER REPLACEMENTS REPLACE IMPELLERS ON RAW WATER PUMPS NO. 3 AND 6 DUE TO EXCESSIVE THINNING OF THE IMPELLER VANES.	160,000
101829 FLASH MIX ACTUATORS AND PLATFORM PURCHASE AND INSTALL ELECTRIC ACTUATORS ON THREE 54-INCH BUTTERFLY VALVES IN THE FLASH MIX AREA. PROJECT WOULD ALSO CONSTRUCT A RAISED PLATFORM ADJACENT TO THE COAGULANT INJECTION POINTS TO IMPROVE OPERATOR SAFETY.	110,000
101830 CHEM BLDG BRIDGE CRANE UPGRADE CONVERT THE CHEMICAL BUILDING BRIDGE CRANE TO ELECTRIC WITH POWER HOIST, FESTOON, AND VARIABLE SPEED DRIVE.	60,000
101832 POTASSIUM PERMANGANATE MIXERS REPLACE EXISTING POTASSIUM PERMANGANATE MIXERS THAT WERE ORIGINALLY INSTALLED AS A TEMPORARY SOLUTION	35,000
Van De Water Plant	1,210,000

Unit: 1020 Control Operations

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Equipment

101751 PUMP STATION VALVE REPLACEMENT  
VALVE REPLACEMENT AND PIPING IN SEVERAL PUMP STATIONS 200,000

101753 FENCING GATES AND ACCESS  
EQUIPMENT REQUIRED TO INSTALL AUTOMATED FENCE GATES AT  
VARIOUS PUMP STATIONS FOR INCREASED SAFETY AND SECURITY. 50,000

101877 SYSTEM CONTROL VALVES AND CHAMBERS  
SYSTEM CONTROL VALVE ADDITIONS/REPLACEMENTS AND CHAMBER  
REHABILITATION (VARIOUS PRVS THROUGHOUT THE SYSTEM) 200,000

101879 PUMP STATION PUMP REPLACEMENT  
REPLACEMENT OF 3 PUMPS AT JEWETT-HOLMWOOD, 2 PUMPS AND  
MOTORS AT GARTMAN, PUMP VIBRATION INVESTIGATION AT VARIOUS  
STATIONS 320,000

101880 PS CHLORINE BOOSTING&WATER QUALITY  
INSTALLATION OF 2 CHLORINE BUILDINGS(COLVIN AND KELLER);  
BUILDING AND INSTALLING 10 HYDRANT AUTO-FLUSHERS, 5  
PERMANENT AUTO-FLUSHERS AND 2 DUAL BLOWERS 150,000

Category: Hydrants

101865 REMOTE SYSTEM MONITORING  
SMART HYDRANT PRESSURE MONITORING PROGRAM 100,000

Category: Water Mains

101881 STORAGE CAPACITY STUDY  
EVALUATE ECWA PRESSURE ZONE 0 WATER STORAGE CAPACITY TO  
DETERMINE BEST LOCATION FOR FUTURE STORAGE. 100,000

Control Operations  
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1,120,000  
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Unit: 1025 Instrumentation

2026  
ANNUAL  
BUDGET

Category: Equipment

DESCRIPTION	2026 ANNUAL BUDGET
101747 BALL STATION VFD UPGRADE UPGRADE BALL STATION PUMP 4 & 5 EXISTING SIEMENS OBSOLETE NXG-II CONTROL SYSTEM TO CURRENT NXG-PRO+ CONTROL SYSTEM. UPGRADE EXISTING SIEMENS OBSOLETE CELL CONTROL BOARDS, IGBT'S, AND CAPACITORS TO CURRENT COMPONENTS.	290,575
101748 STP HIGH SERVICE VFD UPGRADE UPGRADE STP HIGH SERVICE PUMP 3, 4 & 5 EXISTING SIEMENS OBSOLETE NXG-II CONTROL SYSTEM TO CURRENT NXG-PRO+ CONTROL SYSTEM, UPGRADE EXISTING OBSOLETE CELL CONTROL BOARDS, IGBT'S, AND CAPACITORS TO CURRENT COMPONENTS.	803,865
101765 VDM TOSHIBA VFD UPGRADES UPGRADE EXISTING TOSHIBA OBSOLETE MVI CONTROL SYSTEM TO CURRENT MV2 CONTROL SYSTEM. UPGRADE EXISTING TOSHIBA OBSOLETE W7 DRIVE SYSTEM TO CURRENT AS3 DRIVE SYSTEM.	205,848
101767 HORNER STATION VFD ADDITION CURRENT RVAT PUMP STARTERS ARE FIXED SPEED, AND DO NOT ALLOW FOR ADJUSTMENT OF STATION FLOW AND PRESSURE TO MEET DISTRIBUTION SYSTEM REQUIREMENTS. UPGRADE EXISTING RVAT MOTOR CONTROL TO CURRENT VFD DESIGN INCLUDING LATEST ALTIVAR 630 VFD'S.	120,877
101813 CLARK STATION - VFD UPGRADE EXISTING ALTIVAR 61 VFD'S ARE OBSOLETE AND DESIGN DOES NOT MEET CURRENT ECWA VFD STANDARD DESIGN. UPGRADE EXISTING DRIVE CABINETS TO CURRENT DESIGN INCLUDING LATEST ALTIVAR 630 VFD'S.	130,169
101814 JEWETT-HOLMWOOD - VFD UPGRADE EXISTING ALTIVAR 61 VFD'S ARE OBSOLETE AND DESIGN DOES NOT MEET CURRENT ECWA VFD STANDARD DESIGN. UPGRADE EXISTING DRIVE CABINETS TO CURRENT DESIGN INCLUDING LATEST ALTIVAR 630 VFD'S.	114,644
101815 SHADGEE STATION- VFD UPGRADE EXISTING ALTIVAR 61 VFD'S ARE OBSOLETE AND DESIGN DOES NOT MEET CURRENT ECWA VFD STANDARD DESIGN. UPGRADE EXISTING DRIVE CABINETS TO CURRENT DESIGN INCLUDING LATEST ALTIVAR 630 VFD'S.	63,457

Unit: 1025 Instrumentation

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Equipment

101816	EDEN 2 STATION - VFD UPGRADE EXISTING ALTIVAR 61 VFD'S ARE OBSOLETE AND DESIGN DOES NOT MEET CURRENT ECMA VFD STANDARD DESIGN. REPLACE EXISTING DRIVE CABINETS WITH CURRENT DESIGN INCLUDING LATEST ALTIVAR 630 VFD'S.	102,091
101817	LAND LINE SITE PREPARATION SITE PREPARATION OF STATION AND TANK SITES FOR LAND LINE DATA LINK TO SUPPORT CAMERA AND SCADA COMMUNICATIONS. IMPROVEMENTS ALSO USED FOR IMPROVED SCADA COMMUNICATIONS RESILIENCE.	66,076
101818	CASTLE HILL - GENERATOR ATS UPGRADE EXISTING GENERATOR MANUAL TRANSFER SWITCH TO AUTOMATIC TRANSFER SWITCH (ATS) TO ALLOW FOR AUTOMATIC TRANSFER OF STATION LOAD ONTO EXISTING 100KW PORTABLE GENERATOR.	49,628
101819	CHESTNUT RIDGE - GENERATOR & ATS REPLACE EXISTING 300KW PORTABLE GENERATOR WITH A 250KW PERMANENT GENERATOR AND AUTOMATIC TRANSFER SWITCH (ATS).	211,254
101820	GARTMAN STATION - GENERATOR & ATS REPLACE EXISTING 100KW PORTABLE GENERATOR WITH A 150KW PERMANENT GENERATOR AND AUTOMATIC TRANSFER SWITCH (ATS).	180,204
101821	STURGEON POINT - SPARE 5KV BREAKER PURCHASE OF SPARE 5KV CIRCUIT BREAKER THAT CAN BE USED IN BOTH THE STURGEON POINT MAIN SUBSTATION 5KV SWITCHGEAR AND THE GENERATOR SWITCHGEAR.	52,900

Instrumentation  
-----  
2,391,588  
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Unit: 1030 Water Quality Assurance

DESCRIPTION 2026 ANNUAL BUDGET

Category: Services

101459 HS-002 OPTIMAL CORROSION CONTROL 100,000  
 CONTINUATION OF THE CORROSION CONTROL PROGRAM. THIS STUDY  
 WILL EVALUATE THE EFFECT OF THE ADDITION OF AN  
 ORTHOPHOSPHATE CHEMICAL ON THE LEAD CONCENTRATION OF WATER  
 PASSING THROUGH A SERIES OF PIPE LOOPS, DESIGNED TO  
 STIMULATE A DOMESTIC SERVICE/PLUMBING SYSTEM.

101664 CORROSION CONTROL PROGRAM MGMT 500,000  
 MP-91 CONSULTING ENGINEERING SERVICES TO ASSIST THE  
 AUTHORITY IN THE IMPLEMENTATION /COMPLIANCE WITH VARIOUS  
 REQUIREMENTS OF THE LEAD AND COPPER RULE REVISIONS  
 INCLUDING LEAD SERVICE LINE INVENTORY, LEAD SERVICE LINE  
 REPLACEMENT PROGRAM, SAMPLING AND REPORTING PUBLIC AND  
 REGULATORY NOTIFICATIONS, AND OVERALL COORDINATION RELATED  
 TO THE RULE

Water Quality Assurance -----  
 600,000  
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Unit: 1090 Transportation & Auto Equip

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Equipment

101858 V612 EXCAVATOR HYDRAULIC BREAKER  
REPLACE 2020 KOMATSU BREAKER WITH NEW HYDRAULIC BREAKER

24,000

Category: Autos & Trucks

101831 VEHICLE 004  
REPLACE 2022 FORD F250XL PICKUP 4X4 WITH NEW PICKUP

55,000

101833 VEHICLE 006  
REPLACE 2017 KENWORTH T370 LINE TRUCK WITH NEW LINE TRUCK

215,250

101835 VEHICLE 019  
REPLACE 2015 INT'L 7400 LINE TRUCK WITH NEW LINE TRUCK

195,000

101836 VEHICLE 036  
REPLACE 2016 CHEVY TRAVERSE WITH NEW CHEVY TRAVERSE

47,150

101837 VEHICLE 039  
REPLACE 2020 FORD F550 SB / PLOW WITH NEW FORD F550 SB/PLOW

85,000

101838 VEHICLE 068  
REPLACE 2019 FORD F450 SB/CRANE WITH NEW FORD F450 SB/CRANE

111,000

101839 VEHICLE 082  
REPLACE 2019 KENWORTH T370 DUMP TRUCK WITH NEW DUMP TRUCK

214,500

101840 VEHICLE 085  
REPLACE 2018 FORD TRANSIT CONNECT WITH NEW CHEVY EQUINOX

43,358

101841 VEHICLE 090  
REPLACE 2021 FORD F250 XL PICKUP WITH NEW FORD F250 PICKUP

50,000

101842 VEHICLE 095  
REPLACE 2018 FORD TRANSIT CONNECT WITH NEW CHEVY EQUINOX

43,358

101843 VEHICLE 102  
REPLACE 2021 FORD F250 PICKUP WITH NEW PICKUP

55,000

101844 VEHICLE 120  
REPLACE 2021 FORD F150 XLT PICKUP WITH NEW PICKUP

59,900

101845 VEHICLE 247  
REPLACE 2016 FORD F150XLT PICKUP WITH NEW PICKUP

43,500

101846 VEHICLE 249  
REPLACE 2015 FORD F250 PICKUP WITH NEW PICKUP

43,500

Erie County Water Authority  
 Preliminary and Annual Capital Budget - 2026  
 Schedule of Appropriations

Unit: 1090 Transportation & Auto Equip

DESCRIPTION 2026  
ANNUAL  
BUDGET

Category: Autos & Trucks

101847	VEHICLE 280	43,500
	REPLACE 2016 FORD F150XLT WITH NEW PICKUP	
101849	VEHICLE 124	55,000
	PURCHASE NEW FORD/CHEVY 250/2500 PICKUP FOR INSPECTION DEPT	
101850	VEHICLE 125	55,000
	PURCHASE NEW FORD/CHEVY 250/2500 PICKUP FOR INSPECTION DEPT	
101851	VEHICLE 126	55,000
	PURCHASE NEW FORD/CHEVY 250/2500 PICKUP FOR LM CREW CHIEF	
101852	VEHICLE 127	55,000
	PURCHASE NEW FORD/CHEVY 250/2500 PICKUP FOR LM CREW CHIEF	
101854	VEHICLE 131	97,900
	PURCHASE NEW FORD F550 BOX CHLORINE TRUCK	
101855	VEHICLE 706	55,000
	PURCHASE NEW SELLING FT-40-2T TILT BED TRAILER	
101856	VEHICLE 716	35,000
	PURCHASE NEW CRASH ATTENUATOR TRAILER	
101857	VEHICLE 804	95,000
	PURCHASE NEW BOBCAT TL519 TELETRUK FORKLIFT/ATTACHMENTS	

Transportation & Auto Equip

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 1,831,916  
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Unit: 2090 Distribution Mains

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Hydrants

100583 FIRE HYDRANTS  
NEW AND REPLACEMENT FIRE HYDRANTS

190,000

Category: Water Mains

100585 VALVES AND APPURTENANCES  
VALVES AND APPURTENANCES AND UNANTICIPATED REPLACEMENTS DUE  
TO BREAKAGE

210,000

100586 MISC DISTRIBUTION MAINS  
MISC DISTRIBUTION MAINS

1,000,000

Category: Services

100584 SERVICES  
SERVICE PIPES AND SERVICE INSTALLATIONS IN ECWA

100,000

Distribution Mains

-----  
1,500,000  
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Unit: 2510 Eng/Const Sturgeon Point

DESCRIPTION 2026  
ANNUAL  
BUDGET

Category: Equipment

101866 ORTHOPHOSPHATE SYSTEM  
BODR DEVELOPMENT, DESIGN AND BIDDING TO ORTHOPHOSPHATE  
SYSTEM 115,000

101867 CHEMICAL HANDLING IMPROVEMENTS  
CHEMICAL HANDLING SYSTEM IMPROVEMENTS INCLUDING SECONDARY  
CONTAINMENT, UST REPLACEMENTS, EMERGENCY EYEWASH/SHOWERS 130,000

Category: Buildings & Structures

101504 LM STORAGE FACILITY  
LM STORAGE FACILITY CONSTRUCTION 2,000,000

101506 FILTER GALLERY PIPING DESIGN  
EQUIPMENT PROCUREMENT AND CONSTRUCTION MP-090 3,500,000

101609 RAW WATER INTAKE IMPROVEMENTS  
REPLACEMENT OF HDPE PIPING SYSTEM AT TREATMENT PLANT AND  
INSTALLATION OF FRAZIL ICE RESISTANT INTAKE CRIB GRATING  
MP-089 30,000

101754 SURGE TANK DESIGN  
SURGE TANK DESIGN 450,000

101868 WATER INTRUSION STUDY  
STUDY OF GROUNDWATER INTRUSION INTO TREATMENT PLANT  
BUILDINGS 75,000

101869 MISC. BUILDING IMPROVEMENTS  
CONCEPTUAL DESIGN FOR QUONSET HUT AND CONTROL BUILDING  
STRUCTURAL IMPROVEMENTS 90,000

Eng/Const Sturgeon Point -----  
6,390,000  
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Unit: 2515 Eng/Const Van De Water

DESCRIPTION 2026 ANNUAL BUDGET

Category: Equipment

101537 GHD-008 VDM WTP RESIDUALS  
VAN DE WATER TREATMENT PLANT RESIDUALS TREATMENT  
SYSTEM UPGRADES-OPERATIONAL IMPROVEMENTS 315,000

101871 ORTHOPHOSPHATE SYSTEM DESIGN  
BODR, DESING AND BIDDING FOR ORTHOPHOSPHATE TREATMENT  
SYSTEM 115,000

101872 CHEMICAL HANDLING SYSTEM IMPROVEMEN  
CHEMICAL HANDLING SYSTEM IMPROVEMENTS INCLUDING SECONDARY  
CONTAINMENT, UST REPLACEMENTS, AND EMERGENCY  
EYEWASH/SHOWERS 130,000

Category: Buildings & Structures

101610 RAW WATER INTAKE IMPROVEMENTS  
REPLACEMENT OF HDPE PIPING SYTEM AT TREATMENT PLANT  
MP-089 30,000

101870 WOMENS LOCKER ROOM DESIGN  
DESIGN AND CONSTRUCTION OF NEW WOMENS LOCKERROOM 380,000

101873 WATER INTRUSION STUDY  
STUDY OF WATER INTRUSION INTO TREATMENT PLANT STRUCTURES 75,000

Eng/Const Van De Water  
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1,045,000  
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Unit: 2520 Eng/Const Control

DESCRIPTION 2026 ANNUAL BUDGET

Category: Equipment

101512 BALL PS - PUMPING IMPROVEMENTS 6,200,000  
DESIGN FOR THE INSTALLATION OF NEW PUMPS, A CONDITIONED VFD  
ROOM, AND MISCELLANEOUS PIPING AND VALVE MODIFICATIONS.  
MP-086

Category: Water Mains

101703 HANCOCK TANK INTERCONNECTION 100,000  
COST SHARE FOR STUDY OF NEW CITY OF BUFFALO INTERCONNECTION  
AT THE HANCOCK TANK

Category: Buildings & Structures

101874 PINEHILL STORAGE TANK EVALUATION 80,000  
CONCEPTUAL DESIGN AND BDR FOR IMPROVEMENTS TO THE PINEHILL  
STORAGE TANK

Eng/Const Control  
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6,380,000  
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Unit: 2590 Eng/Const Distribution Mains

DESCRIPTION 2026 ANNUAL BUDGET

Category: Water Mains

101188 BETTERMENTS 150,000  
VARIOUS BETTERMENTS SYSTEM WIDE

101802 LEAD SERVICE LINE INVENTORY 10,000,000  
COST FOR ONGOING LSL INVENTORY - INSPECTION

101804 LEAD SERVICE LINE REPLACEMENT 20,000,000  
LEAD SERVICE LINE REPLACEMENT CONSTRUCTION

Eng/Const Distribution Mains 30,150,000

Unit: 2595 Eng/Const Transmission Mains

2026 ANNUAL BUDGET

Category: Water Mains

DESCRIPTION	2026 ANNUAL BUDGET
101352 NC-40 TRANSMISSION MAIN REPLACEMENT NC-40 - 48" TRAN MAIN REPLACEMENT - AMTN PN 201900104 DESIGN & CONSTRUCTION OF APPROX 4000' OF NEW RAW WATER TRANSMISSION MAIN FROM VAN DE WATER RAW WATER PUMP STATION TO VAN DE WATER WTP. NC-040	100,000
EFC GRANT 2,519,272	
101362 W-30 TRANSMISSION MAIN REPLACEMENT W-030 - 36 IN TRANS MAIN REPLACEMENT - AMTN PN 201800074 REPLACE 6,075 LINEAR FEET (36-INCH CONCRETE) AMTN REPLACE 4200' TRANSMISSION MAIN FROM BALL PS TO N SIDE OF MILLERSPORT & 1800' E/O I-290 HWY NEAR PARK FOREST DR TO S/O I-290 OFF RAMP @ SHERIDAN DR IN NATIONAL GRID POWER ROW (MIN 36"). EFC GRANT 3,000,000	12,000,000
101414 GHD-011 TRANSMISSION MAIN DESIGN DESIGN NEW TRANSMISSION MAIN FROM VANDEWATER TO BALL PUMP STATION.	200,000
101521 MP-084 TRANS MAIN REPLACEMENT MP-084 - REPLACE 48-INCH TRANSMISSION MAIN - PN 202000084 VDW TO BALL PUMP STATION - PHASE 1 LOCATIONS 4,200 LF	50,000
101533 NC-041 TRANS MAIN REPLACEMENT NC-041 TRANSMISSION MAIN REPLACEMENT-LACY,WSTN PN 202000072 1,000 LF	50,000
101611 48" & 42" TRANSMISSION 42 IN AND 48 IN CONDITION ASSESSMENT AND TRANSIENT ANALYSIS	725,000
101785 TRANSMISSION MAIN ROUTING STUDY ROUTING STUDY FOR THIRD TRANSMISSION MAIN B/W STP AND WINDOW	250,000
101875 PINEHILL TRANSMISSION MAIN STUDY ROUTING STUDY/BODR FOR SECOND TRANSMISSION MAIN FROM PINEHILL	75,000
101876 VDW TO BALL TRANSMISSION MAIN STUDY PLANNING PHASE FOR CONDITION ASSESSMENT FOR TRANSMISSION MAINS B/W VDW AND BALL	75,000
Eng/Const Transmission Mains	
	13,525,000

Unit: 3023 Stores

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Equipment

101692	BARCODING SYSTEM	40,000
	PHASE 2 TO INCLUDE NECESSARY BARCODING EQUIPMENT, SUPPLIES AND SOFTWARE. PHASE 2 OF THE BARCODING INITIATIVE FOR ALL ADDITIONAL NON-INVENTORY SUPPLIES INCLUDING MECHANIC, CHEMICALS, METERSHOP, ETC.,	

Stores

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Unit: 3070 Facilities

DESCRIPTION 2026 ANNUAL BUDGET

Category: Equipment

101807 SERVICE CENTER LIGHTING REPLACEMENT  
 SERVICE CENTER LIGHTING UPGRADE TO LED  
 THE LIGHTS UNDER THE METERSHIP IN STORES NEEDS TO BE  
 UPGRADED WITH LED LIGHTING. OUR ELECTRICAL ENGINEER WILL  
 OVERSEE THIS PROJECT. 39,300

101863 NORTH GARAGE DOOR REPLACEMENT  
 THE NORTH GARAGE DOOR AND HARDWARE WAS DAMAGED AND IS  
 CURRENTLY CREATING A ISSUE WITH DOOR OPENING AND CLOSING  
 CORRECTLY. UPON REVIEW IT HAS BEEN DETERMINED THAT THE DOOR  
 AND SURROUNDING HARDWARE NEED TO BE REPLACED INORDER FOR IT  
 TO FUNCTION CORRECTLY. 15,000

101864 HVAC ROOF TOP UNIT#6 REPLACEMENT  
 THE HVAC UNIT ABOVE (3) OFFICES IS CURRENTLY MALFUNCTIONING  
 AND BECAUSE OF THE AGE/CONDITION OF THE CURRENT UNIT, IT  
 WAS RECOMMENDED THAT WE REPLACE THE UNIT. THERE HAVE BEEN  
 MULTIPLE SERVICE CALLS FOR THIS UNIT, THE UNIT COULD BREAK  
 AT ANY TIME. 18,000

Category: Buildings & Structures

101334 COMPREHENSIVE FACILITIES PLAN 1,000,000  
 COMPREHENSIVE FACILITIES PLAN - PHASE 2  
 DESIGN OF NEW SERVICE CENTER FACILITY

Facilities 1,072,300

Unit: 4040 Meter Shop

DESCRIPTION

2026  
ANNUAL  
BUDGET

Category: Meters

101011 METER REPLACEMENT LABOR ALL LABOR/VEHICLE EXPENSE FOR REPLACING/INSTALLING METERS	300,000
101060 METER REPLACEMENTS METER PURCHASES TO REPLACE 5/8" THRU 10" METERS AND REGISTERS	2,500,000
101878 METER STUDY	100,000
Meter Shop	2,900,000

Unit: 8525 Information Technology

DESCRIPTION 2026 ANNUAL BUDGET

Category: Equipment

101822	PLANT UPS UPGRADES NEW UPS FOR VW, REPLACEMENT BATTERIES AT VW AND SP (3)	130,000
101823	NETWORK SECURITY LAN EQUIPMENT SC, PLANT AND PUMP STATION NETWORK EQUIPMENT AND REPLACEMENTS FOR CYBERSECURITY, COMMUNICATION AND SECURITY CAMERAS	325,000
101824	GASBOY FULE SYSTEM REPLACEMENT REPLACEMENT FOR AGING FUEL SYSTEM WHICH IS MOSTLY OUT OF SUPPORT	65,000

Information Technology

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520,000  
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Erie County Water Authority  
Preliminary and Annual Capital Budget - 2026  
Schedule of Appropriations

DESCRIPTION

2026  
ANNUAL  
BUDGET

Grand Total Capital Budget Items ..... 71,200,804 .....

DESCRIPTION  
 2026  
 ANNUAL  
 BUDGET

Category: Equipment

1010 Sturgeon Point Plant	360,000
1015 Van De Water Plant	1,210,000
1020 Control Operations	920,000
1025 Instrumentation	2,391,588
1090 Transportation & Auto Equip	24,000
2510 Eng/Const Sturgeon Point	245,000
2515 Eng/Const Van De Water	560,000
2520 Eng/Const Control	6,200,000
3023 Stores	40,000
3070 Facilities	72,300
8525 Information Technology	520,000
<b>Total Equipment</b>	<b>12,542,888</b>

Category: Hydrants

1020 Control Operations	100,000
2090 Distribution Mains	190,000
<b>Total Hydrants</b>	<b>290,000</b>

Category: Water Mains

1020 Control Operations	100,000
2090 Distribution Mains	1,210,000
2520 Eng/Const Control	100,000
2590 Eng/Const Distribution Mains	30,150,000
2595 Eng/Const Transmission Mains	13,525,000
<b>Total Water Mains</b>	<b>45,085,000</b>

Category: Meters

4040 Meter Shop	2,900,000
<b>Total Meters</b>	<b>2,900,000</b>

Category: Buildings & Structures

1010 Sturgeon Point Plant	165,000
2510 Eng/Const Sturgeon Point	6,145,000
2515 Eng/Const Van De Water	485,000
2520 Eng/Const Control	80,000
3070 Facilities	1,000,000
<b>Total Buildings &amp; Structures</b>	<b>7,875,000</b>

Category: Services

1030 Water Quality Assurance	600,000
2090 Distribution Mains	100,000
<b>Total Services</b>	<b>700,000</b>

Category: Autos & Trucks

1090 Transportation & Auto Equip	1,807,916
<b>Total Autos &amp; Trucks</b>	<b>1,807,916</b>
<b>Grand Total Capital Budget Items</b>	<b>71,200,804</b>

Erie County Legislature  
Meeting Date: 10/23/2025

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SUBJECT

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COMM. 19M-4	ASSIGNED COUNSEL PROGRAM	Quarterly Report - 2025 3rd Quarter
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Attachments

25COMM. 19M-4

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Real Attorneys  
Professional Defenders

# ASSIGNED COUNSEL PROGRAM

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## Officers 2025-2026

Peter Vasilion  
President

Rachel Saeli  
Vice President

Pamela Thibodeau  
Secretary

Kristin Arcuri  
Treasurer

Kevin Stadelmaier  
First Deputy Defender  
Criminal Division

Yvonne Vertlieb  
Second Deputy Administrator  
Family Division

Lori A. Hoffman  
Deputy for Quality Assurance

David Heraty  
Deputy for Litigation Support  
And Appellate Bureau

Matthew Powers  
Deputy for Legal Education  
Director of the  
John R. Nucheren  
Center for Legal Excellence

Kevin C. Condon  
Deputy for Child Welfare

Mary Beth DePasquale  
Deputy for Family Court  
Litigation Support

## Mission Statement

We strive to help those who cannot help themselves; who face steep odds against the power of the State; and who struggle with poverty, mental issues, helplessness, and dread. We save lives and we save families. We are the first line of defense for the freedoms granted to us by the U.S. Constitution and the Bill of Rights.

October 16, 2025

Olivia M. Owens  
Clerk of the Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, NY 14202

RE: Erie County Legislature Resolution of March 4, 2004  
Comm. 5E-24 (2004)

Dear Ms. Owens,

Pursuant to the above-referenced Resolution and the related letter from the Erie County Attorney to the Chairman of the Legislature dated March 16, 2004, this letter with enclosure constitutes the Quarterly Report of the Assigned Counsel Program for the 3rd quarter of 2025.

County funds appropriated for 2025 fiscal year: \$18,514,360

Portion of appropriation allocated to 3rd quarter: \$4,628,590

Portion of appropriation allocated for year to date: \$13,885,770

Funds disbursed by Erie County to Assigned Counsel Program in 3rd quarter: \$0

Funds disbursed by Erie County to Assigned Counsel Program, year to date: \$9,257,180

Administrative/Program expenses in 3rd quarter: \$1,662,288

Administrative/Program expenses, year to date: \$4,275,815

Payments made to attorneys for legal services in 3rd quarter: \$5,824,752

Payments made to attorneys for legal services, year to date: \$18,807,310

Payments made to investigators in 3rd quarter: \$9,439

Payments made to investigators, year to date: \$25,029

Payments made to experts in 3rd quarter: \$26,020

Payments made to experts, year to date: \$124,444

Payments made for transcripts in 3rd quarter: \$44,285

Payments made for transcripts, year to date: \$100,423

Of these above expenses, approximately \$8.M are expenses to be reimbursed through the ILS and DCJS Contracts with NYS and the County, for 2025, and not part of the \$13,885,770 appropriated funds. The attorney payments are the cash basis total paid, so some are from our 2024 accrued expenses.

**Please note that the figures for payments made to attorneys, year to date, are payments actually made and do not include liability incurred for legal work performed but either not yet billed or billed and not actually paid as of the end of the quarter.**

A list of all attorneys who have received payments during the 3rd quarter of this year for legal services rendered is enclosed with this letter.

Thank you.

Very truly yours,



Michelle Parker  
Director/Chief Defender

MP:hpk

Enc.

cc: Jeremy C. Toth, Erie County Attorney  
Mark Cornell, Erie County Director of Budget & Management

**ATTORNEYS RECEIVING ASSIGNED COUNSEL PAYMENTS****CASH BASIS - 3rd QUARTER 2025**

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Abate, Jeffrey - ABAT01  
Adeniji, Jesutowo - ADEN01  
Alba, Samuel - ALBA01  
Altshiler, Florina - ALTS01  
Amendola, Francis - AMEN01  
Ancona, Elena - ANCO01  
Anderson, Ryan - ANDE09  
Andruschat, Timothy - ANDR03  
Ange, John - ANGE02  
Anthis, Sara - ANTH01  
Auricchio, James - AURI01  
Baker, Jackie - BAKE06  
Baranski Jr, Tibor - BARA01  
Bauerle, Ariel - BAUE02  
Baumann, Jeffrey - BAUM04  
Beck, William - BECK02  
Bedaska, John - BEDA01  
Bellrose Lloyd, Jacqueline - BELL03  
Bender, Debra - BEND01  
Benz, Carla - BENZ01  
Benz, Michael - BENZ02  
Berchou, Catherine - BERCO1  
Bernard, Scott - BERN07  
Billanti, Catherine - BILL03  
Blahowicz, Ashley - BLAH01  
Bogulski, Frank - BOGU01  
Bojak, Adam - BOJA01  
Brady, Daniel - BRAD03  
Broderick, William - BROD01  
Brooks, Matthew - BROO02  
Brooks, Timothy - BROO05  
Byrne, Mark - BYRN01  
Caffrey, Daniel - CAFF02  
Canterbury, Ian - CANT02  
Carey, Catherine - CARE05  
Cercone, Jake - CERC03  
Chabala, Anthony - CHAB01  
Chiarilli, Alexandria - CHIA05  
Ciarrocca, Rebecca - BYLE01  
Cimasi, Michael - CIMA01  
Ciminelli, James - CIMI03  
Clayton, David - CLAY02  
Coad, Kevin - COAD01  
Cole, Richard - COLE02  
Connelly, Caitlin - CONN09  
Conroy, Michael - CONR01  
Cooper, Cindy - COOP03  
Curtin, William - CURT05  
Dell, Paul - DELL02  
DeMatteo, James - DEMA01  
Desiderio, Lawrence - DESI01  
Didio, Paul - DIDI01  
Dinki, Edward - DINK01  
Dolgoff, Barry - DOLG02  
Domenico, Anthony - DOME01  
Donatelli, Alan - DONA01  
Dorliae, Cecile - MATH02  
Dougherty, Connor - DOUG01  
DuBois, Daniel - DUBO01  
Duncan, TheArthur - DUNC02  
Eaton, Winter - EATO02  
Emborsky, Andrew - EMBO01  
Evans, Jason - EVAN03  
Fabiatos, Lee - FABIO1  
Farah, Elias - FARA02  
Farrell, Bethany - FARR05  
Ferullo, M. Kreag - FERU01  
Flynn, Robert - FLYN03  
Franczyk, Thomas - FRAN05  
Franjoine, Christopher - FRAN07  
Fromen, Lucas - FROM02  
Gabalski, Matthew - GABA02  
Gallagher, Timothy - GALL05  
Gately, Tyler - GATE01  
Genovese, Giovanni - GENO01  
Gibbons, Kenneth - GIBB02  
Gibbons, Kevin - GIBB01  
Gilbert, Brendan - GILB02  
Gioia, Michael - GIOI03  
Gioia, Rebecca - GIOI02  
Goldstein, Robert - GOLD04  
Greenberg, Charles - GREE04  
Greene, Alvin - GREE03  
Greene, Shane - GREE07  
Grennell, John - GREN01  
Griebel, Daniel - GRIE01  
Hajdu, Lyle - HAJD01  
Heubusch, Thomas - HEUB01  
Hoerner, Kaitlyn - HOER01  
Hoffman, Alan - HOFF01

**ATTORNEYS RECEIVING ASSIGNED COUNSEL PAYMENTS**  
**CASH BASIS - 3rd QUARTER 2025**

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Hughes, Stephen - HUGH01	O'Sullivan, Evelyne - OSUL01
Ieraci, Frank - IERA02	Pajak, David - PAJA01
Jablonski, Justin - JABL01	Parker, Brian - PARK06
Jarzembek, Joseph - JARZ01	Parlato, Vincent - PARL02
Johnson, Robert - JOHN03	Paul, Kim - PAUL01
Jones, Deonna - JONE06	Pawarski, Timothy - PAWA01
Kane, Kevin - KANE04	Penberthy, Brittany Lee - PENB01
Kapperman, Kelly - DUNN02	Pendergrass, Anthony - PEND01
Karalus, Susan - KARA01	Penn, Mary - PENN01
Kelly, Sean - KELL07	Peterkin, Cortney - FRAN06
Kotnis, Mark - KOTN01	Petersen, Frederick - PETE04
Krajewski, Jeffrey - KRAJ01	Platzer, Kathleen - PLAT01
Kulpit, Jessica - KULP01	Poretta, Michael - PORE01
Lauricella, Dillon - LAUR02	Potenza, Matthew - POTE03
Lavin, Katharine - LAVI02	Potter, Todd - POTT01
Leffler, Evan - LEFF03	Powell, Becky - POWE01
Lenhardt, Clayton - LENH01	Purks-Morris, Shakora - PURK01
Longo, Frank - LONG02	Quinlivan, Patrick - QUIN03
Loss, Katrina - LOSS01	Radack, Andrew - RADA01
MacDonald, Brian - MACD01	Remmes, James - REMM01
Mackay, Parker - MACK03	Repka, Crystal - WENT01
Mahoney, Kevin - MAHO03	Roberts, Jr., Linwood - ROBE05
Maloney, James - MALO03	Robshaw, Nora - ROBS01
Marinero, Alixandra - MARI04	Rodriguez, David - RODR04
Marranca, Mindy - MARR03	Rooth, III, Walter - ROOT02
Martin, Alexander - MART11	Rosciglione, Maria - ROSCO2
Mathewson, William - MATH03	Rossi, William - ROSS07
McGrath, Peter - MCGR03	Ruffino, Brian - RUFF01
McIver, James - MCIV01	Sacha, Mark - SACH01
McLaughlin, Patrick - MCLA02	Saeli, Rachel - MARR05
Michalek, Jr., Paul - MICH07	Salcedo, Steven - SALC01
Midlik, Tara - MIDL01	Salevsky, Brent - SALE01
Mingo, Michael - MING01	Sanfilippo, Salvatore - SANF01
Miserendino, Samuel - MISE01	Santoro, Jeffrey - SANT04
Missell, Cory - MISS01	Sarkovics, David - SARK01
Morrisroe, Richard - MORR03	Schaus, Daniel - SCHA07
Muscato, Joseph - MUSCO1	Scherer, Jeffrey - SCHE04
Mussari, Louis - MUSS02	Schoemick, John - SCHO03
Nasser, Abraham - NASS02	Schwegler, Lawrence - SCHW07
Newcomb, Terrance - NEWC01	Scinta, Joseph - SCIN03
Nichols, Ann - NICH03	Seegert, Seth - SEEG01
Nowadly, Kate - NOWA03	Shatkin, Marc - SHAT02
Ojeme, Osemudiamen - OJEM01	Smehlik, Adela - SMEH01
O'Neill, Tyler - ONEI02	Smith, Jennifer - SMIT13
Osman, Mayada - OSMA02	Spitler, Kevin - SPIT01

**ATTORNEYS RECEIVING ASSIGNED COUNSEL PAYMENTS**  
**CASH BASIS - 3rd QUARTER 2025**

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Stachowski, Michael - STAC01	Wojtan, Thomas - WOJT02
Stadler, Joseph - STAD01	Worrell, Mark - WORR01
Staehr, Jonathan - STAE01	Zosh, Michael - ZOSH01
Stafford, Patrick C - STAF02	
Steinhaus, Andrew - STEI06	
Steinhaus, Robert - STEI03	
Stiller, Douglas - STIL01	
Swerdlin, Matthew - SWER01	
Szczepanski, William - SCZC03	
Szczur, Celia - SZCZ02	
Tabashneck, Andrew - TABA01	
Tarantino, Daniel - TARA01	
Texido, Esq., Nicholas - TEXI01	
Thibodeau, Pamela - THIB01	
Tota-Neal, Delrease - TOTA01	
Towey, Brian - TOWE01	
Trott, Emily - TROT02	
Tupchik, Lana - TUPC01	
Turner, Joseph - TURN01	
VanDette, James - VAND03	
Varavenkataraman, Radhika Padmanabhan - VARA01	
Vasilion, Peter - VASI01	
Venzon, Catharine - VENZO1	
Vesper, Catharine - VESP01	
Violanti, Louis - VIOL02	
Voelkl, Jeffrey - VOEL02	
Ward, Daniel - WARD02	
Weinrieb, Pieter - WEIN05	
Whorley, Daniel - WHOR01	
Wiens, Wallace - WIEN02	
Wilson, David - WILS01	
Wojdan, Jenna - WOJD01	

