



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP
COMMISSIONER

THOMAS E. BAINES, ESQ
DEPUTY COMMISSIONER

July 01, 2022

RE: Erie County Department of Environment & Planning (“**DEP**”) on behalf of the Erie County Legislature (the “**Legislature**”) Notice of Coordinated Review and Intent to Act as Lead Agency pursuant to and in accordance with Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, the State Environmental Quality Review Act and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, being 6 N.Y.C.R.R. Part 617, as amended (collectively, “**SEQRA**”).

Dear Potentially Interested and Involved Agencies:

Erie County is currently evaluating: (1) the conveyance of certain portions of land located in the Town of Orchard Park (SBLs: 161.00-5-3.1; 161.00-5-1; 161.00-5-16.1; 161.17-6-1; 161.17-1-3; 161.17-1-4.2; and 161.17-6-10) to the Erie County Stadium Corporation (“**ECSC**”) and the subsequent lease of the sold parcels by ECSC to Buffalo Bills, LLC, Western New York’s National Football League franchise team (together, with its stadium affiliate, the “**Team**”); (2) the construction of a new stadium to replace the existing Highmark Stadium; (3) the demolition of Highmark Stadium; and (4) the continued operation of the Team’s complex (collectively, the “**Project**”). A more fulsome description of the Project is included as **Exhibit B**.

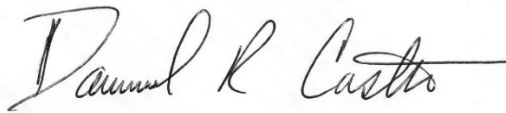
For your reference, we enclose herewith the following documentation:

- Exhibit A:** Memorandum of Understanding
- Exhibit B:** Detailed Project Description with Exhibits
- Exhibit C:** Notice of Intent to Act as Lead Agency
- Exhibit D:** List of Potentially Interested and Involved Agencies
- Exhibit E:** Full Environmental Assessment Form Part I
- Exhibit F:** Acknowledgment of Legislature to Act as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA

The Legislature desires to act as lead agency for this Type I Action pursuant to and in accordance with SEQRA. Accordingly, the Legislature is providing your agency, board or department with its Notice of Intent to Act as Lead Agency for the Project, attached as Exhibit C. All potentially involved and interested agencies identified to date are listed on the attached Exhibit D. Also, a copy of the EAF completed by the Team is attached as Exhibit E.

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the Legislature's role as lead agency. We request that your agency accept and approve this designation of lead agency for the Project by signing the "Acknowledgment of Legislature to Act as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA" form attached as Exhibit F. The form may be directed to the Legislature via mail (Erie County Environment and Planning, Attn: Mark Rountree, Edward A Rath County Office Building, 95 Franklin Street, 10th Floor, Buffalo, New York 14202), or via e-mail (mark.rountree@erie.gov). Any involved agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the Legislature acting as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for the Project. A public scoping meeting will be held on July 14 to garner public input on the scope of the Project review.

Sincerely,

A handwritten signature in black ink that reads "Daniel R. Castle". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Daniel Castle, AICP
Commissioner of Environment & Planning

DC/nb

Cc: Mark Rountree, Chief Planner

Exhibit A

**MEMORANDUM OF UNDERSTANDING
AMONG
BUFFALO BILLS, LLC
ERIE COUNTY STADIUM CORPORATION
AND
COUNTY OF ERIE**

This memorandum of understanding (this “MOU”), which is entered into as of March 29, 2022 among Buffalo Bills, LLC (together, with its stadium affiliate, the “Bills”), County of Erie (the “County”), and the New York State Urban Development Corporation d/b/a Empire State Development, the sole shareholder of Erie County Stadium Corporation (“ECSC”), sets forth the principal understandings of the parties and the actions planned by each regarding construction, development and lease of a new stadium (the “New Stadium”) in Orchard Park, New York (“Orchard Park”).

I. INTRODUCTION

A. It is the desire of the Bills, the County, ECSC, the State of New York (the “State”) and the numerous fans of the Buffalo Bills, that the National Football League (the “NFL”) franchise known as the Buffalo Bills (the “Team”), remain in the County.

B. The Team has been an important part of the State for more than 61 years, having entered the American Football League in 1960. The Team brings pride, distinction, and a sense of community to the State.

C. Pursuant to that certain 2013 Master Lease between the County and ECSC, dated as of May 6, 2013 (the “2013 Master Lease”), the County leases the current stadium in Orchard Park (the “Current Stadium”) and related amenities (the “Current Stadium Complex”) to ECSC. ECSC in turn subleases the Current Stadium Complex to the Bills pursuant to the 2013 Stadium Lease dated as of May 6, 2013 (the “2013 Stadium Lease”), the term of which expires on July 30, 2023, which the parties intend to extend as reasonably may be necessary on a year-to-year basis until substantial completion of the New Stadium as further detailed below.

D. The parties desire to construct and develop the New Stadium and related amenities (the “New Stadium Complex”) in Orchard Park using the Current Stadium Complex a copy of which is attached hereto as Schedule A and the additional real estate which the parties may include and depict on a map to be attached as a schedule to the New Stadium Lease (collectively the “New Stadium Site”) and in accordance with the preliminary program basic program elements for the design and construction of the New Stadium (the “Project Program Statement”) establishing the minimum criteria for the New Stadium attached hereto as Schedule B. The CCA (as defined below) will include a final Project Program Statement consistent with the standards described in Schedule B.

E. The parties intend that the New Stadium and its components will be constructed as a first-class facility that will be competitive based on objective metrics with other comparably-sized, publicly-financed and owned, multiuse, outdoor sports and

community venue projects recently constructed both nationally and internationally, and, although designed and constructed primarily for use as the home field of the Team, the New Stadium will be programmed as a multipurpose facility.

F. The County will convey the real property for the New Stadium Site (the value of which shall be determined at a later date) to ECSC at no cost to ECSC, subject to an easement in favor of the County on, over, across and in all of such real property which includes the right and privilege, but not the obligation or duty, to ascertain site conditions and/or inspect and gain access, as necessary, to the New Stadium improvements in order to facilitate the County's obligations to provide New Stadium Site security and compliance by the ECSC and the Bills with applicable County local laws, building codes, rules and regulations and such further matters as the parties deem appropriate. ECSC will own the New Stadium Site and the New Stadium. ECSC will then lease the New Stadium Site and New Stadium to the Bills pursuant to the terms and conditions in the New Stadium Lease (as defined below).

G. The parties acknowledge that the 2013 Stadium Lease and Non-Relocation Agreement dated May 6, 2013 (the "2013 Non-Relocation Agreement") will expire on July 30, 2023 and thus engaged in good faith negotiations in connection with this MOU, and further acknowledge the need to engage expeditiously in negotiations in connection with (i) a new stadium lease between the Bills and ECSC with respect to the Bills' use of the New Stadium to play its NFL home games (the "New Stadium Lease"), (ii) a construction coordinating agreement with respect to the construction and development of the New Stadium by the Bills (the "CCA"), (iii) a non-relocation agreement with respect to the Team remaining in the County and playing all of its NFL home games at the New Stadium (subject to Section III(C) below) (the "Non-Relocation Agreement"), (iv) an extension of the 2013 Stadium Lease ("Extension Agreement"), and (v) a Community Benefits Agreement ("CBA"), applying an inclusive process to document within the CBA the commitments to be made by the parties that will ensure the New Stadium will benefit not only the Team, but all segments of the local community including the historically underserved communities within the County, such New Stadium Lease, CCA, Non-Relocation Agreement and CBA to include the terms and conditions set forth in this MOU.

II. OBLIGATIONS OF THE BILLS TO REMAIN IN ERIE COUNTY

A. Prohibition on Relocation: The New Stadium Lease shall be subject to the terms of the Non-Relocation Agreement among the Bills, the County, ECSC and the State, which will provide, among other things that the Bills covenant to play all of its NFL Home Games in the New Stadium throughout the entire 30-year term of the New Stadium Lease (other than up to one NFL International Series game per season, as described below). The Non-Relocation Agreement shall be effective upon execution of the New Stadium Lease.

B. Non-Relocation Agreement Legal Remedies: If the Bills attempt to violate the Non-Relocation Agreement, the legal remedies shall include specific performance rights and declaratory or injunctive relief to prevent such prohibited relocation. In the unlikely event injunctive relief is not granted or available to the County, ECSC or the State for a breach of the Non-Relocation Agreement during the Term (as defined below) of the

New Stadium Lease, the Bills will be subject to an amount of liquidated damages, which amount shall be limited to the amount of the public contribution (including debt and any amounts spent from the Capital Improvement Fund and the Maintenance and Repair Fund) and shall decline substantially beginning in year 15 of the New Stadium Lease and in equal amounts each year thereafter throughout the term of the lease to zero at the end of the term, as more specifically described in the Non-Relocation Agreement. In addition to the foregoing, upon a breach of the Non-Relocation Agreement, the Bills shall (x) be liable for costs to demolish the New Stadium if such demolition is desired by ECSC within twelve (12) months following a breach (subject to any ongoing legal proceedings regarding such breach) and (y) lose any and all rights to the funds in the Capital Improvement Fund (as defined below). The parties acknowledge that: (i) the Bills' obligations under the Non-Relocation Agreement are unique, are the essence of the bargain and are essential consideration for the agreements being entered into by the parties; (ii) the Team, as property, is extraordinary and unique and that under the organization of professional football by and through the NFL, none of the County, ECSC or the State may be able to replace the Team; (iii) the determination of damages caused by a default of the Non-Relocation Agreement, the effects of which would be suffered by the State, the County, ECSC and the Western New York community would be difficult, if not impossible, to ascertain; and (iv) there would be irreparable harm to the State, the County and ECSC if the Non-Relocation Agreement is breached.

C. Commencing upon the full execution of this MOU through the earlier of (i) September 1, 2022 or (ii) failure of the New York State legislature to approve the transaction contemplated by this MOU, the Bills are hereby prohibited from engaging in any discussions with any third parties which would result in the relocation of the Team to a location other than the Current Stadium, which relocation is in violation of the 2013 Non-Relocation Agreement and will take effect prior to the expiration of the 2013 Stadium Lease. Notwithstanding the foregoing, the September 1, 2022 date shall be extended 45 days if definitive agreements have not been reached and the parties continue to negotiate in good faith.

III. NEW STADIUM LEASE TERM AND EXTENSION OF 2013 STADIUM LEASE TERM

A. The Bills currently occupy the Current Stadium pursuant to the 2013 Stadium Lease. Because the 2013 Stadium Lease expires on July 30, 2023, ECSC and the County wish to secure the commitment of the Bills to continue to present the Team's NFL contests in the County and the Bills wish to secure the New Stadium pursuant to the terms of the New Stadium Lease.

B. The parties intend to negotiate and execute the New Stadium Lease for the use of the New Stadium by the Team for a thirty (30) year term (the "Term") beginning upon substantial completion of the New Stadium on the terms and conditions outlined herein.

C. The parties also intend (subject to the exceptions below) to extend the term of the 2013 Stadium Lease from July 30, 2023 on a year-to-year basis until substantial

completion of the New Stadium (the “Extension Period”) so that the Team may continue to play its NFL home games at the Current Stadium until the New Stadium is complete. Notwithstanding the foregoing, in accordance with NFL Rules and Regulations and such other rules and policies as the NFL may issue from time to time, the Team shall be entitled to play, and the foregoing shall not prevent or prohibit the Team from playing up to one (1) of its NFL home games outside of the Current Stadium as part of the NFL International Series during each NFL season, provided that any such exempt NFL home game shall (i) only be played outside of the United States, pursuant to the NFL International Series and (ii) not include postseason games or the Super Bowl. For the avoidance of doubt, provided that the County is not in breach of the 2013 Stadium Lease (including as amended pursuant to the terms hereof), the Bills agree to extend the 2013 Stadium Lease each lease year through substantial completion of the New Stadium. The County and the Bills will conduct necessary maintenance as required in connection with their respective obligations under the 2013 Stadium Lease. In addition, the County will conduct annual inspections to assess the condition of the upper deck of the Current Stadium and the County, the Bills and ECSC will determine what, if any, remedial improvements are necessary to ensure the structural integrity of the upper deck and shall make any and all remedial improvements necessary to ensure the structural integrity of the upper deck during the Extension Period. The Bills will have the option to terminate the 2013 Stadium Lease prior to the end of the Extension Period only if the New Stadium is complete prior to the end of the Extension Period or if the parties mutually agree there is a health and safety risk to continue playing in the Current Stadium. If the parties mutually agree there is a health and safety risk to continue playing in the Current Stadium, the Bills must continue to play in the State unless the parties mutually agree that there is no suitable facility in the State where NFL games can be played, provided that the NFL must approve any such facility in its sole discretion. Notwithstanding the foregoing, such facility must be in the contiguous United States unless all parties and the NFL agree in writing. Upon completion of the New Stadium and the expiration of the Extension Period, or early termination thereof, the Bills shall demolish the Current Stadium. Notwithstanding the foregoing, should the Bills wish to continue to use any amenities in the Current Stadium Complex (after demolition of the Current Stadium) for team operation purposes, including but not limited to a practice/training facility, business office space and medical facility, the parties shall enter into a new lease incorporating the applicable terms and conditions in the 2013 Stadium Lease for the Bills use of such site for such purposes at no additional cost to the Bills. Neither the County nor ECSC will have any financial obligations related to such use by the Bills other than the financial obligations described in Section V below.

IV. NEW STADIUM CONSTRUCTION AND CONTRIBUTIONS

A. Upon execution of this MOU, the Bills shall immediately hire and retain the services of an architectural firm, engineering firm and design firm at their own risk in connection with the provision of certain pre-construction services related to architectural, design, engineering, surveying, environmental, code compliance, ADA compliance and construction planning (collectively, the “Pre-Construction Work”). The costs incurred by the Pre-Construction Work shall be (i) included in the Project Budget described below; (ii) subject to the approval of ECSC and the County (such approvals not to be unreasonably

withheld); and (iii) shall, to the extent paid directly by the Bills, shall be included as part of its pro-rata contribution to the New Stadium, as further specified below in Section IV(B).

B. The cost of constructing the New Stadium in accordance with the Project Program Statement, including demolition of the existing stadium, pre-construction work, infrastructure, parking, additional design, engineering, management, bond and other soft costs and the project contingency reserve, but excluding any interest expense which will be the separate obligation of each party in addition to their obligations herein, is estimated to be \$1.4 billion (the “Project Budget”). The parties shall contribute capital towards completion of the New Stadium pursuant to a payment schedule to be set forth in the CCA under which (i) the Bills shall pay for all architectural and other pre-construction costs, which shall be included as part of the Bills pro-rata contribution to the New Stadium, and (ii) following commencement of construction, the parties shall fund expenditures on a pro-rata basis based on the initial Project Budget until the County and ECSC contributions have been expended. ECSC shall retain the sole and exclusive right to sell personal seat licenses (“PSLs”) and shall appoint the Bills as its exclusive agent to market and sell PSLs on its behalf. The net proceeds (less interest, fees and expenses) from the sale of PSLs shall be used as a component of the financing for the construction of the New Stadium. The Project Budget will be paid with the following sources of funds:

ECSC:	\$600 million
County:	\$250 million
Bills:	The remainder of the Project Budget, less any net proceeds from the sale of PSLs that are contributed to the New Stadium.

The Bills will bear the monetary risk related to cost overruns beyond the Project Budget encountered during the construction of the New Stadium, including any cost overruns related to changes made to the Project Program Statement, but excluding cost overruns caused solely by the material actions or inactions (as such terms shall be defined in the CCA) of the County or ECSC, which costs shall be borne by the responsible party.

The parties agree to perform a cost segregation study, at the expense of the Bills, in connection with the construction of the New Stadium (the “Study”). The Study shall identify the qualifying personal property assets included in the New Stadium. The parties agree that (i) the qualifying personal property assets shall be allocated to the Bills, to the extent of the Bills’ contribution, and (ii) the cost of the New Stadium classified as land shall be allocated to the County; provided, however, that the foregoing allocations shall be effective only to the extent that the County receives an opinion from its bond counsel that such allocations will not adversely affect the exclusion from gross income of any outstanding tax-exempt bond of the County and will not jeopardize the County’s ability to issue tax-exempt bonds to finance its share of the New Stadium. To the extent that the County’s bond counsel is unable to give such opinions, the County, ECSC and the Bills

shall mutually agree to alternative allocations which alternative allocations are consistent with the terms of this MOU.

C. The County will convey the New Stadium Site to ECSC and ECSC will lease the New Stadium Site to the Bills under the New Stadium Lease.

D. Upon execution of the New Stadium Lease, Non-Relocation Agreement, the CCA, and the CBA, the Bills, the County and ECSC will, pursuant to terms set forth in the CCA, make their pro rata shares of funding available to a disbursement account to fund all work related to the completion of the New Stadium (the "Construction Work").

E. The Bills shall provide adequate assurances, either in the form of a completion guaranty or qualified surety, to the County and ECSC for the completion of the New Stadium, pursuant to which such guarantor will guaranty the Bills' obligation to complete the Construction Work, either by specific performance or by funding all costs accrued by ECSC and the County if such parties choose to complete the Construction Work if the Bills fail to do so.

F. All Construction Work shall be done in compliance with all applicable laws (including, but not limited to, the Americans with Disabilities Act) and all public procurement rules, as further detailed in Section VIII below. The County and ECSC shall have the right to oversee all Construction Work to ensure such Construction Work is in compliance with the minimum requirements set forth in the Project Program Statement, as further detailed in Section VI below.

G. The parties believe that completion of the Construction Work will benefit from a Project Labor Agreement ("PLA"). Given the collective scope of the New Stadium and other improvements, the length of the construction period and the relatively short construction seasons as influenced by weather and the NFL schedule, a PLA will be an efficient delivery system for the Construction Work. Simultaneously with negotiations of definitive agreements to carry out the objectives of this MOU, the Bills shall negotiate a PLA with the Building and Construction Trades Council of Buffalo, New York and Vicinity, AFL-CIO, on behalf of its affiliated local unions. The PLA shall be incorporated into the CCA governing the construction of the New Stadium. For the avoidance of doubt, the Construction Work will be subject to Article 8 of the New York Labor Law in all respects, including, but not limited to, the payment of prevailing wages.

V. NEW STADIUM LEASE TERMS AND CONDITIONS

The New Stadium Lease shall contain terms and conditions substantially similar to the terms and conditions in the 2013 Stadium Lease with the following exceptions and such other exceptions as may be negotiated:

A. The Bills will at all times have the exclusive right, power, authority and obligation to direct all aspects of the operation, management, maintenance, supervision, and control of the income or revenue producing activities at the New Stadium. Except for the financial obligations described in this Section V, the Bills will be responsible, pursuant to the New Stadium Lease, for all costs associated with the New Stadium Complex.

B. During each lease year of the Term, the County and ECSC shall be obligated to contribute to a Capital Improvement Fund as described in this Section V(B). As more specifically described in the New Stadium Lease, the Bills shall be able to use the Capital Improvement Fund at the New Stadium Complex for (i) capital items, features, components and other elements of the New Stadium Complex not included in the construction of the New Stadium Complex as constructed in accordance with the CCA, and any capital repairs and replacements of any capital items, features, components and other elements (such uses identified in clause (i), “Capital Improvements”), and (ii) expenses related to security and utilities for events at the New Stadium, provided that the Bills may only use a maximum of one-third (1/3) of the total amount contributed by ECSC to the Capital Improvement Fund each year for expenses identified in this clause (ii).

The County and ECSC shall fund the Capital Improvement Fund by (i) a \$6 million annual ECSC contribution, adjusted annually by CPI (subject to a maximum year-over-year increase of 2.2% in any one year) and (ii) revenue generated by surcharges which the parties agree to implement upon ticketing, parking and concessions at the New Stadium (collectively, the “Surcharges Revenue”), which shall be deemed the County’s contribution to the Capital Improvement Fund. For the avoidance of doubt, at no time shall the County’s contribution to the Capital Improvement Fund exceed the amount of Surcharges Revenue generated in any lease year. The percentage rates of the surcharges shall be memorialized in the New Stadium Lease. The Surcharges Revenue is anticipated to equal approximately \$4 million for the first lease year of operation of the New Stadium, which amount is anticipated to increase on an annual basis as revenues and pricing increase. The County and ECSC shall have reasonable approval rights, not to be unreasonably delayed, conditioned or withheld, over the expenditures from the Capital Improvement Fund; provided however, that in the event of a bona fide disagreement among the parties, the parties shall pursue the conflict resolution procedures to be described in the New Stadium Lease, provided that there shall be a dollar threshold for such procedures to apply.

C. ECSC shall be obligated to contribute to a Maintenance and Repair Fund in the amount of \$6.67 million per year for 15 years. As more specifically described in the New Stadium Lease, the Bills shall be able to use the Maintenance and Repair Fund for Capital Improvements, maintenance, and any other repairs at the New Stadium Complex (for the avoidance of doubt, excluding the cost of Bills labor or janitorial costs).

D. The Bills shall pay base rent in the amount of \$900,000 on an annual basis, such rent when paid, shall be credited as a contribution to the Capital Improvement Fund.

E. Each lease year during the New Stadium Lease term, the Bills shall authorize ECSC and the County to make use of Team logos and trademarks valued at \$800,000 per lease year in connection with materials and goods sold, distributed and otherwise used in connection with the promotion of the Buffalo, New York area by ECSC and the County. Such use shall be subject to NFL Rules and Regulations and the prior approval of the Bills, in each instance, which approval may not be unreasonably withheld or delayed. In addition, during each lease year, the State and the County shall be given access to that portion of the Stadium (to be depicted in the New Stadium Lease) to be used by the State and the County for purposes of encouraging and fostering economic

development, tourism and public awareness for the State, the County and Western New York, and for other charitable or public functions during events that are scheduled at the New Stadium.

F. The County shall provide police presence on game day consistent with the 2013 Stadium Lease and that certain security agreement (the “2013 Stadium Security Agreement”), reimbursement costs associated with such police presence to be described in greater detail in the New Stadium Lease.

G. Subject to the prior approval of the County and ECSC, such approval not to be unreasonably withheld, the Bills shall have the right to name, or contract with any person or entity on such terms as the Bills may determine, consistent with past practices with respect to the naming of the New Stadium or any portion thereof; provided that (i) the term during which any such name shall apply shall expire no later than the end of the term of the New Stadium Lease, (ii) shall be consistent with the NFL's policy with respect to the promotion and image of professional football, and (iii) shall not unreasonably cause embarrassment to the County or ECSC (such as names containing slang, barbarisms or profanity; names that could be construed to encourage the use of beer or other alcoholic beverages by minors or the use of tobacco by persons of any age; or names that relate to illegal drugs or any sexually oriented business or enterprise). Notwithstanding the foregoing, the naming rights partners of the Current Stadium complex are approved by the County and ECSC to be partners at the New Stadium complex.

H. Substantially similar to past practices and subject to the CBA, the Bills shall have control over advertising and concession rights at the New Stadium; provided, however, that the Bills shall not be required to solicit or obtain County or ECSC approval for existing or future advertising signage at the New Stadium, as long as such signage shall: (i) not violate any applicable law; (ii) not cause unreasonable embarrassment to the State, County or ECSC; and (iii) not contain slang, barbarisms, profanity, encourage use of alcohol by minors or tobacco by anyone, or reference illegal drugs or sexually oriented businesses.

I. In those instances in which ECSC or the County seeks to sell admission to any civic event, ECSC or the County must use the Bills’ authorized ticket vendor to complete such sales, at ECSC’s or the County’s sole cost. ECSC and the County will retain all net revenues generated during any civic event.

J. The New Stadium Lease shall contain updated insurance requirements to the extent mutually agreed upon by the County, ECSC and the Bills.

K. The parties shall negotiate the CBA, under which the Bills shall provide various community benefits to the County, ECSC, and the public sector, including but not limited to the following, as more specifically described in the CBA (a) making the New Stadium (or such portion thereof as the County or ECSC shall direct in its request therefor) available for up to five (5) civic events per year for the County upon reasonable advanced notice and on dates reasonably agreed to by the Bills (provided that there shall be no conflict with the Bills use of the New Stadium), as to be more fully set forth in the New

Stadium Lease, (b) granting to the County use of a suite in the New Stadium for Bills games and other events for which the Bills control ticketing, as well as tickets and parking passes, to be used for tourism promotion and economic development purposes, (c) donating tickets and parking passes for every Bills home game, and (d) certain other community benefits and charitable efforts to be agreed to by the parties.

L. ECSC and the State shall have the right to use the New Stadium for State-sponsored civic-oriented events (“State Events”) during every year of the Initial Term (and any Renewal Options, if applicable). ECSC shall provide written notice of the date of the State Event to the Bills and such State Event shall not conflict with any NFL events. Unless agreed otherwise, the Bills (or its sublicensed vendors) shall be responsible for staffing, managing, and operating the New Stadium during all State Events. ECSC shall reimburse the Bills for all actual costs and expenses incurred in connection with or attributable to the use of the New Stadium or New Stadium Complex for a State Event.

VI. APPROVAL OF STADIUM CONSTRUCTION WORK

The Bills shall design, develop and construct the New Stadium in accordance with the Project Program Statement attached hereto as Schedule B. Any deviations below the minimum requirements set forth in the Project Program Statement shall require the approval of the County and ECSC.

VII. ENVIRONMENTAL MATTERS

The County shall be designated as the lead agency under the New York State Environmental Quality Review Act (“SEQRA”) and responsible for coordinating review of all permits and approvals required under SEQRA, and any applicable state or local building codes and zoning ordinances. As may be applicable, the County agrees to use reasonable efforts to expedite the SEQRA process and shall also be the responsible party to coordinate any non-environmental permitting, regulatory and construction matters.

VIII. COMPETITIVE BIDDING

All Construction Work shall be subject to the competitive bidding rules and laws of the County, including appropriate provisions for the participation of qualified MBE/WBE subcontractors and an apprenticeship program. The Bills shall provide State certified MBE/WBE goals in accordance with NYS Executive Law Section 15-a and Service-Disable Veteran-Owned Business (“SDVOB”) goals in accordance with NYS Executive Law Section 17-B. Similar to the 2013 Construction Coordinating Agreement, dated May 6, 2013, by and among the County, ECSC and the Bills (the “2013 CCA”), the CCA shall include an affirmative action plan similar to the Affirmative Action Plan (as defined in the 2013 CCA). The Bills shall implement the affirmative action plan and report to ECSC and County on such implementation, with ECSC overseeing such implementation.

IX. NONBINDING AGREEMENT

Except for Section II.C., the foregoing does not constitute a binding agreement between the Bills, ECSC and the County, as numerous (a) approvals and consents, including, without limitation, consent by the NFL in form satisfactory to the Bills, must be obtained and (b) agreements containing significant terms and conditions not mentioned herein must be negotiated and executed. Nothing herein shall be construed as committing the County or ECSC to approve the acquisition, construction, equipping or financing of the New Stadium and other construction matters contemplated hereunder until such time as all of the requirements of SEQRA have been satisfied. Further, the foregoing does not constitute a final agency action for the purposes of the SEQRA and all relevant environmental laws will be complied with as appropriate. Nevertheless, this MOU will serve as the basis upon which all of the parties intend to proceed to expend time and resources to obtain such necessary approvals and consents and to negotiate and execute the agreements required to accomplish the tasks outlined herein.

X. COUNTY AND ECSC ACTION AND OBLIGATIONS

Upon execution of this Agreement, each of the County and ECSC shall use reasonable efforts to secure all legislative, executive and regulatory approvals and budgetary allocations from, and similar actions of, the applicable governmental authorities as are necessary to meet the County's and ECSC's respective obligations hereunder, including the State of New York; provided, however, that in no event shall either the County or ECSC implement any such legislative, executive or regulatory approvals until such time as the Bills have executed the New Stadium Lease, the Non-Relocation Agreement, the CCA and the CBA. The date for construction to commence (currently anticipated not later than April 1, 2023) is essential due to the obligations and expenditures of the parties, and the parties agree that performance under this MOU shall be required promptly and with due regard to the conditions of performance of the other parties in reliance thereon.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, and each counterpart, once executed, shall have the efficacy of a signed original. True and correct copies of signed counterparts may be used in place of originals for any purpose. A facsimile or a PDF copy of an original signature transmitted to the other party is effective as if it was an original.

[Signature page follows immediately]

BUFFALO BILLS, LLC

COUNTY OF ERIE

By: Terrence M Pegula
Name: Terrence M Pegula
Its: owner

By: _____
Mark C. Poloncarz
Its: County Executive

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
(sole shareholder of Erie County Stadium Corporation)**

By: _____
Name: _____
Its: _____


BUFFALO BILLS, LLC

COUNTY OF ERIE

By: _____

Name: _____

Its: _____

By:  _____

Mark C. Poloncarz

Its: County Executive

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
(sole shareholder of Erie County Stadium Corporation)**

By: _____

Name: _____

Its: _____

BUFFALO BILLS, LLC

COUNTY OF ERIE

By: _____

Name: _____

Its: _____

By: _____

Mark C. Poloncarz

Its: County Executive

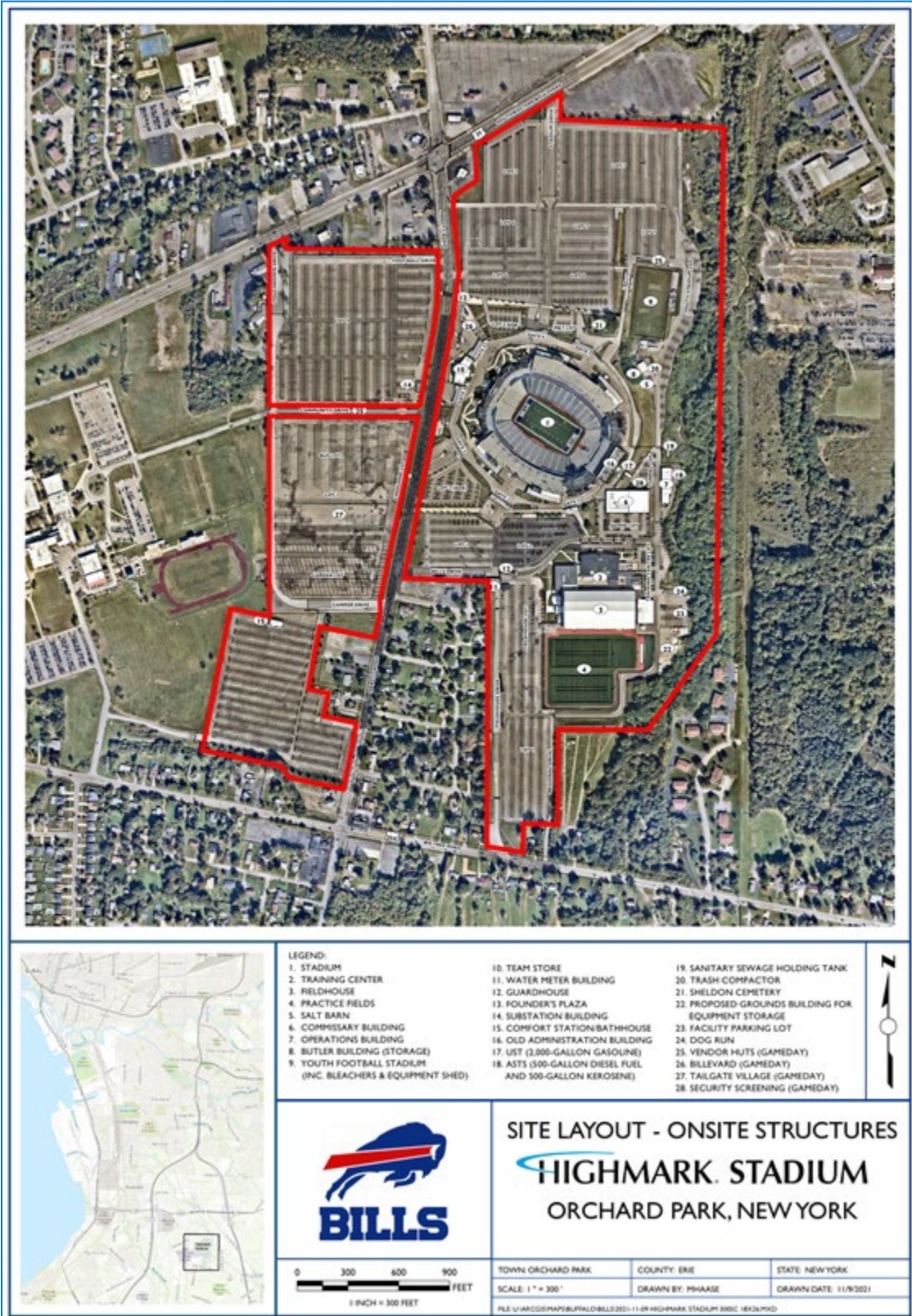
**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
(sole shareholder of Erie County Stadium Corporation)**

By: *Hope Knight*

Name: *Hope Knight*

Its: *President & CEO designate*

SCHEDULE A
Current Stadium Complex in RED Outline



Schedule A

SCHEDULE B

Project Program Statement

This Project Program Statement establishes the minimum requirements and standards for the New Stadium. A more fulsome description of the Project Program Statement will be incorporated in the CCA. The New Stadium will be located in Orchard Park, NY, and be open-air with a seating capacity of a minimum of 60,000 seats, with finishes, amenities, and concourses comparable to recent NFL stadiums (e.g., Las Vegas and Minnesota), a mixture of general seating, club seating, premium seat and suite offerings as well as standing room only and party decks. The New Stadium will be approximately 1.35M square feet and have five to six levels with an ancillary building of approximately 75,000 square for New Stadium maintenance, overflow and staging purposes. The anticipated total project budget, including demolition of the Current Stadium, infrastructure and parking is \$1.4B.

The modern state-of-the-art New Stadium will be designed to be ADA compliant and meet all NFL league requirements as well as applicable code requirements. The New Stadium will include home and visiting team locker rooms, auxiliary locker rooms, and necessary support spaces, such as janitor closets, guest services, box office/ticketing, security, mechanical and electrical rooms, IT closets, first aid, command center, press/media facilities, laundry, trash, storage, and broadcast facilities. The New Stadium will be designed to accommodate multi-purpose events such as concerts, community events and programs, as well as small scale gatherings, catered events, and ceremonies. The New Stadium will have an appropriate mix of concessions, both cooking and non-cooking, kitchens, restroom facilities and will include a retail store. The playing surface is anticipated to be natural grass. Canopy considerations are part of the design intent for some or all sections of the seating bowl. Significant temperature controlled and heated areas will be distributed throughout the New Stadium to serve as warming areas for patrons and improve the fan experience throughout the New Stadium, including within the seating bowl. VIP and general parking will be located on site. Necessary infrastructure is included in the program. Demolition of the Current Stadium is included in the final Project Program Statement. The New Stadium will include a Distributed Antennae System, WiFi and up to date technology throughout including video boards. Additional detail supporting the program are noted below.

The definitive documents will include details regarding the New Stadium design, which shall be commensurate with first-class, modern NFL stadiums, such as Minnesota and Las Vegas, incorporating technological innovations, environmental sustainability considerations and other best practices in design, construction, and ultimate operations in which NFL teams regularly play their games, including the following elements:

1. **Spectator Facilities:** Amenities that will facilitate a first-class fan experience at the New Stadium, including, at a minimum, general spectator fixed seating, club and suite seating, loge seating, ADA compliant seating, and sufficient restrooms (including gender neutral restrooms). Special consideration should be given to provide appropriate distribution and dispersion specific to disabled accommodation, inclusive of all seating and support/hospitality environments, for premium and general patron experiences.

The character and design features of main horizontal circulation arteries and pathways will vary widely depending on the nature of the final design. The New Stadium will include various types of vertical circulation elements for an open air stadium, comparable to recent first class, modern NFL stadiums, and may include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

2. **Food Service and Merchandise Facilities:** A modern kitchen prep facility equipped for preparation of food for concessions, club and suite areas, and catering will be included inside the New Stadium.

The commissary and related offices will be located within the footprint of the New Stadium, and are best located on the event/field level and are the primary back-of-house spaces for all the foodservice

operations in the stadium. The kitchen will prepare the bulk quantity of all hot and cold food for premium areas and may prepare food to the point it is ready to be served in these areas. Alternatively, the premium areas may have smaller satellite finishing kitchen areas as final design program and desired menu approach dictates. The kitchen may also prep some food to be distributed to remote concessions around the public concourses where it will be finished and finally sold to patrons. The kitchen will require refrigeration, freezer, and dry storage for event use, be vented for full-service cooking, and code compliant - UL, NSF, and ADA.

The freight elevator should be located with easy access to the commissary for efficient access to all concourses.

3. **Team Facilities + Locker Rooms:** A full complement of support locker and change room accommodations will be required including state of the art officials, team auxiliary (mascot, dance, event promotions, field staff,) Home Team, Visiting Team locker room suites, including showers, restrooms and training areas. Strong consideration will be given for the ability for multiple locker spaces to be flexible and combined to extend the functionality of these areas for non NFL events occurring at the New Stadium. Distribution will be required to maintain league best practices for path of travel, separation, and efficient access for NFL game day use.
4. **Media Facilities:** The Press, Media and Camera Facilities are provided to meet the current NFL broadcaster standards and to provide accommodations for the press comparable to recent NFL stadiums. Included are the Press Work Facilities, Field Level Facilities, Broadcast Facilities and Miscellaneous Media Facilities. TV sets are recommended to be in each of the media areas.

The Press Work Facilities include a multi-purpose space intended to flexibly accommodate the Press Work Room, Interviews, and Still Photographer Facilities. Toilet facilities are included within the Press Work Area. These facilities provide for the basic work requirements of the press before and after events. The general location is on the field level, easily accessible to the event floor and both the Home team facilities and the Visiting team facilities.

5. **Operations Facilities:** Operations will need to be accommodating of local and regional public safety command and support, including associated technology and communication systems. The New Stadium will include necessary electronic surveillance and monitoring devices to support a security command center. Special care will be given to consider support personnel capacities, contemporary health screening, and other protocols to ensure necessary space and accommodation. Loading dock, trash handling, and environmental waste management handling should promote current and future sustainability best practices with sufficient separation for discreet activities (i.e., trash, food delivery, material storage, TV production, recycling).
6. **Circulation:** In Erie County, climate consideration must be given to provide temperature controlled environments as part of the New Stadium vertical and horizontal systems. In addition, where overhangs exist from overhead level floor footprints or other construction, radiant heat can be incorporated into the exposed structure above the concourse areas to help provide improved fan experience in inclement weather and a shelter area for fans. The New Stadium design will need to create transition zones from exposed to controlled environments with appropriate slip resistance and other similar finishes to allow for efficient operations and maintenance. The character and design features will be climate-appropriate and the main horizontal circulation arteries and pathways will vary widely depending on the nature of the final design. The New Stadium will include various types of vertical circulation elements for an open air stadium, comparable to recent first class, modern NFL stadiums, and may include ramps, stairs, elevators, and escalators. Final component types, quantities, placement, and distribution will vary based on the final design.

Program Summaries for Illustrative Purposes:

<u>Square Footage Summary</u>	<u>Stadium</u>	<u>Ancillary</u>
<u>Seating Bowl</u>	<u>340,000</u>	
<u>Concourse and Services</u>	<u>740,000</u>	
<u>Foodservice</u>	<u>120,000</u>	
<u>Event / Loading Facilities</u>	<u>33,200</u>	
<u>Team Facilities</u>	<u>32,000</u>	
<u>Media Facilities</u>	<u>20,000</u>	<u>5,000</u>
<u>Operations Facilities</u>	<u>25,000</u>	<u>30,000</u>
<u>MEP / AV</u>	<u>40,500</u>	<u>40,000</u>
<u>TOTAL</u>	<u>1,350,700</u>	<u>75,000</u>

<u>Level Summary</u>	<u>Stadium</u>	<u>Ancillary</u>
<u>Event Level</u>	<u>120,000</u>	
<u>Main Concourse</u>	<u>290,000</u>	
<u>Club Level</u>	<u>165,000</u>	
<u>Suite Level(s)</u>	<u>195,000</u>	
<u>Upper Concourse</u>	<u>233,000</u>	
<u>Subtotal</u>	<u>1,003,000</u>	
<u>Bowl Summary</u>		
<u>Lower Bowl</u>	<u>145,200</u>	
<u>Club Level</u>	<u>52,500</u>	
<u>Upper Bowl</u>	<u>150,000</u>	
<u>Subtotal</u>	<u>347,700</u>	
<u>Ancillary Building</u>		<u>75,000</u>
<u>TOTAL</u>	<u>1,350,700</u>	<u>75,000</u>

Exhibit B

Buffalo Bills Stadium Project Description

The Buffalo Bills (“Team”), Western New York’s National Football League (“NFL”) franchise team, currently plays its home games at Highmark Stadium (“Existing Stadium”) in the Town of Orchard Park, Erie County (“County”), New York. The Existing Stadium is part of an approximately 242.54-acre complex located on SBLs 161.00-5-1; 161.00-5-3.1; 161.00-5-16.1; 161.17-6-1; 161.17-1-3; 161.17-1-4.2; and 161.17-6-10 (“Existing Complex”) owned by the County and partially leased to the Erie County Stadium Corporation (“ECSC”), which in turn subleases the Existing Complex to the Team. In addition to the Existing Stadium, the Existing Complex includes a Team practice facility, administrative offices, and surface parking areas to the east of Abbott Road. Directly west of Abbott Road, on approximately 140 acres of land consisting of SBLs 161.00-5-3.1; 161.00-5-1; 160.16-1-12 and 160.19-1-4.1, are additional surface parking lots that are part of the State University of New York (“SUNY”) Erie Community College South (“ECC South”) Campus (“ECC Campus”), the County’s two-year community college, which is chartered by SUNY. The eastern portion of the ECC Campus (closest to the Existing Complex) is in the Town of Orchard Park. The western portion of the ECC Campus is in the Town of Hamburg.

The Existing Stadium opened in 1973 as an 80,000+/- seat facility with surface parking in and around the Existing Complex. Later renovations to add club/luxury sections reduced the total seating capacity to just under 74,000 people. Although the Existing Stadium has undergone several rounds of capital maintenance and upgrades over the years, it is approaching the end of its useful life, particularly in light of changes in NFL stadium requirements over the last 50 years. The Team, ECSC, and the County are parties to a 2013 Master Lease for the Existing Complex, which expires on July 30, 2023. Following expiration, the Master Lease can be extended on a year-to-year basis to allow for the development of a new stadium facility (“New Stadium”) to replace the Existing Stadium. The demolition of the Existing Stadium, construction of the New Stadium, and all associated actions described below, are hereinafter referred to generally as the “Project” and is contained within the Project Area depicted on **Exhibit A**.

The Project will include the transfer of fee title of certain land, depicted on **Exhibit B**, from the County to ECSC (“Transfer Parcels”) in conjunction with the construction and operation of the New Stadium, demolition of the Existing Stadium, and day-to-day operations on the Project Area. ECSC will then lease the transferred land directly to the Team. The Transfer Parcels consist of approximately 242.54 acres of land within the property boundaries of SBLs: 161.00-5-3.1; 161.00-5-1; 161.00-5-16.1; 161.17-6-1; 161.17-1-3; 161.17-1-4.2; and 161.17-6-10. No educational buildings, or parking areas in the Town of Hamburg will be part of the Transfer Parcels. A portion of parcel 161.00-5-1 will be subdivided to exclude from the Transfer Parcels a structure utilized by ECC South and/or the ECC Foundation. Currently, the Transfer Parcels contain the Existing Complex, including the Existing Stadium, Team practice facility, administrative offices,

surface parking lots servicing the Existing Complex, vacant athletic fields previously servicing ECC South, and a telecommunications tower. As discussed below, going forward the Transfer Parcels are proposed to consist of the proposed location of the New Stadium, demolition of the Existing Stadium, and related construction and improvements to the remainder of the Existing Complex.

The New Stadium will be fully constructed prior to the commencement of demolition of the Existing Stadium. The New Stadium will be approximately 1,325,000 square feet, consisting of eight to nine levels and a minimum seating capacity of 60,000. An ancillary building of approximately 75,000 square feet will also be constructed for maintenance, overflow and staging purposes. The New Stadium will be designed to be ADA compliant and meet all NFL league requirements.

The New Stadium will include home and visiting team locker rooms, auxiliary locker rooms, and necessary support spaces, such as janitor closets, guest services, box office/ticketing, security, mechanical and electrical rooms, IT closets, first aid, command center, press/media facilities, laundry, trash, storage, and broadcast facilities. In addition to NFL events and other sporting events, the New Stadium will be designed to accommodate multi-purpose events such as concerts, community events and programs, as well as small scale gatherings and events. The New Stadium will have a mix of concessions, both cooking and non-cooking, kitchens, restroom facilities and a retail store. All facilities on the Project Area will be owned by ECSC and leased to the Team for its use, with a targeted opening date in time for the 2026 NFL season. A Conceptual Site Plan for the New Stadium is attached as **Exhibit C**.

Construction of the New Stadium is expected to last for approximately 34 months. During the construction phase of the Project events (including NFL events) will continue to be hosted in the Existing Stadium. Event day staff parking spaces will be temporarily unavailable due to their proximity to the construction area of the New Stadium. Event day staff will be shuttled to and from the Project during construction in order to accommodate the temporary loss of event day parking capacity. RV parking spaces will be relocated on the Existing Complex. Construction staging will take place primarily on SBLs 161.00-5-3.1 and 161.00-5-1, occupying the majority of those parcels within a fenced area. The northern portion of SBL 161.00-5-3.1 is anticipated to remain available for temporary parking during the construction phase.

Once the New Stadium is constructed, the Existing Stadium will be demolished. The footprint of the Existing Stadium will be filled, regraded, and then paved over and used for surface parking for the New Stadium. Demolition of the Existing Stadium, including completion of the subsequent parking facilities, is expected to last for approximately 8 months.

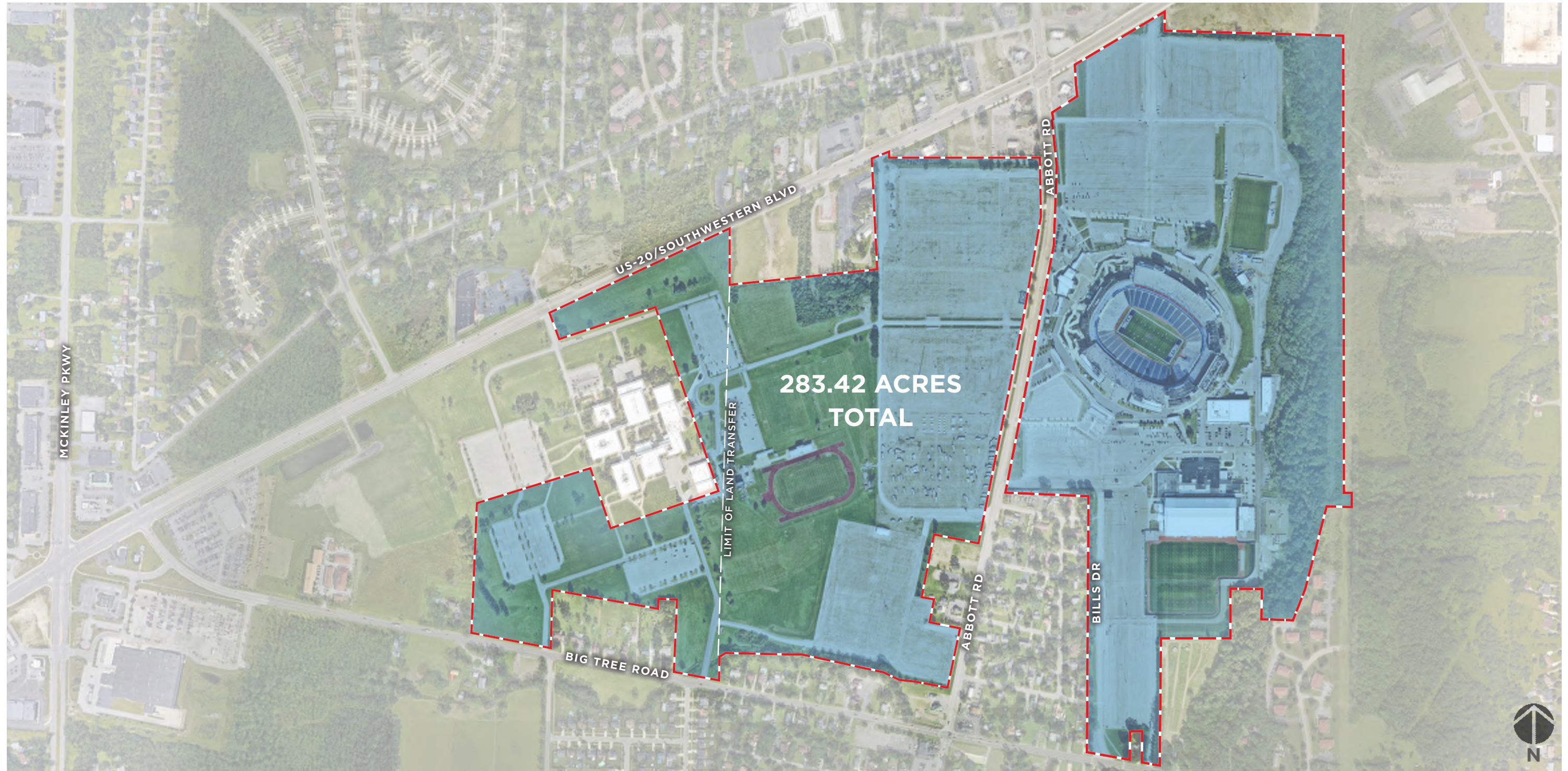
No structures actively utilized by ECC South for educational purposes will be demolished in connection with the Project. During or after construction is complete it is anticipated that a cell tower currently on the property to be transferred will be relocated to other lands owned by the County of Erie.

During the demolition phase of the Project all events will be hosted in the New Stadium. No parking spaces are expected to be made unavailable during the demolition of the Existing Stadium.

Final parking for the New Stadium will include approximately 10,500 spaces, consisting of approximately 9,566 spaces owned outright by ECSC as well as approximately 934 spaces on the remaining ECC Campus (SBLs 160.16-1-12 and 160.19-1-4.1) which will be made available on event days as overflow parking. Access to parking will be provided off of Southwestern Boulevard, Big Tree Road and Abbott Road, as depicted on **Exhibit C**.

Project Description - Exhibit A

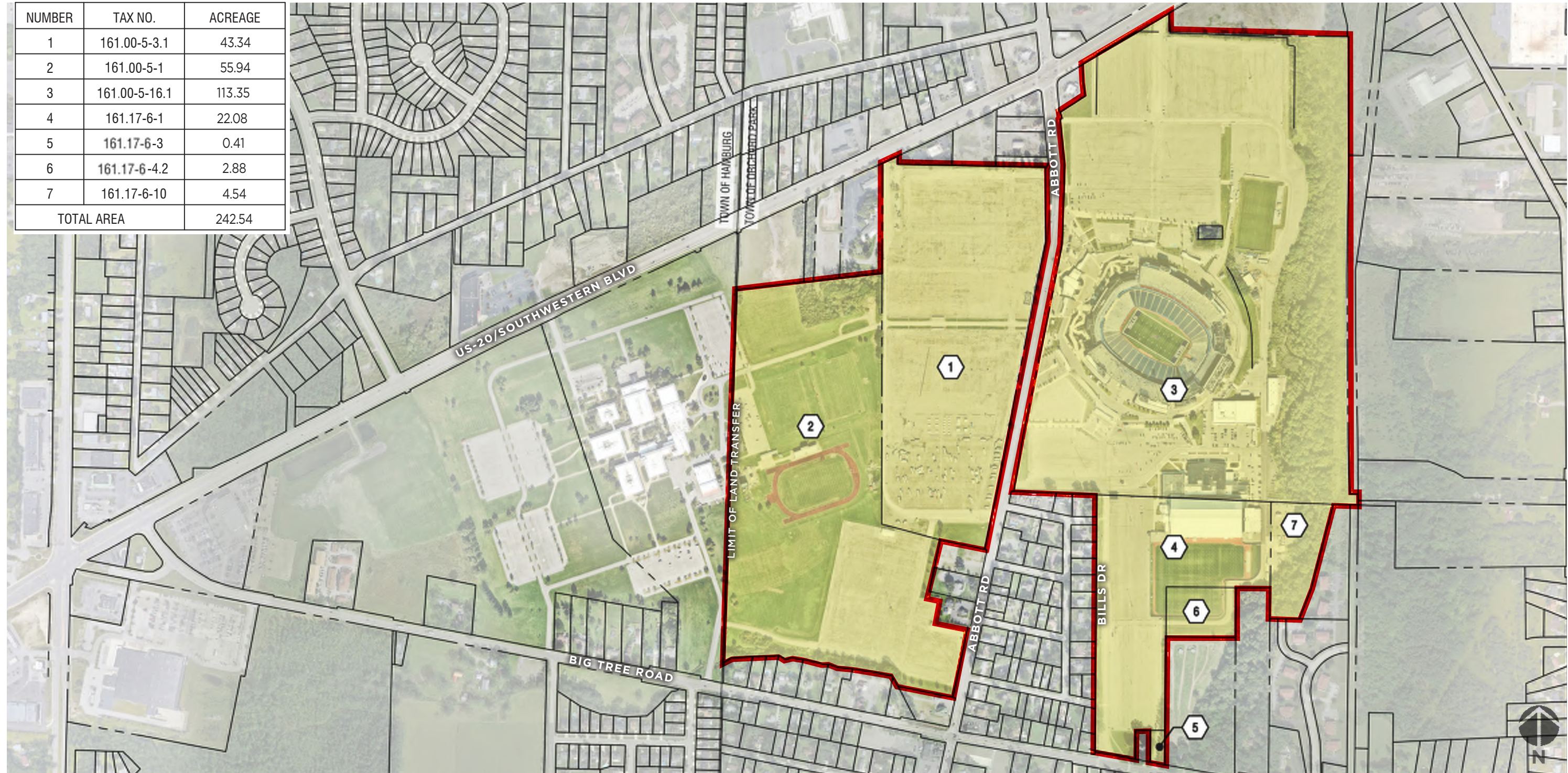
PROJECT AREA PLAN



Project Description - Exhibit B

LAND TRANSFER PLAN

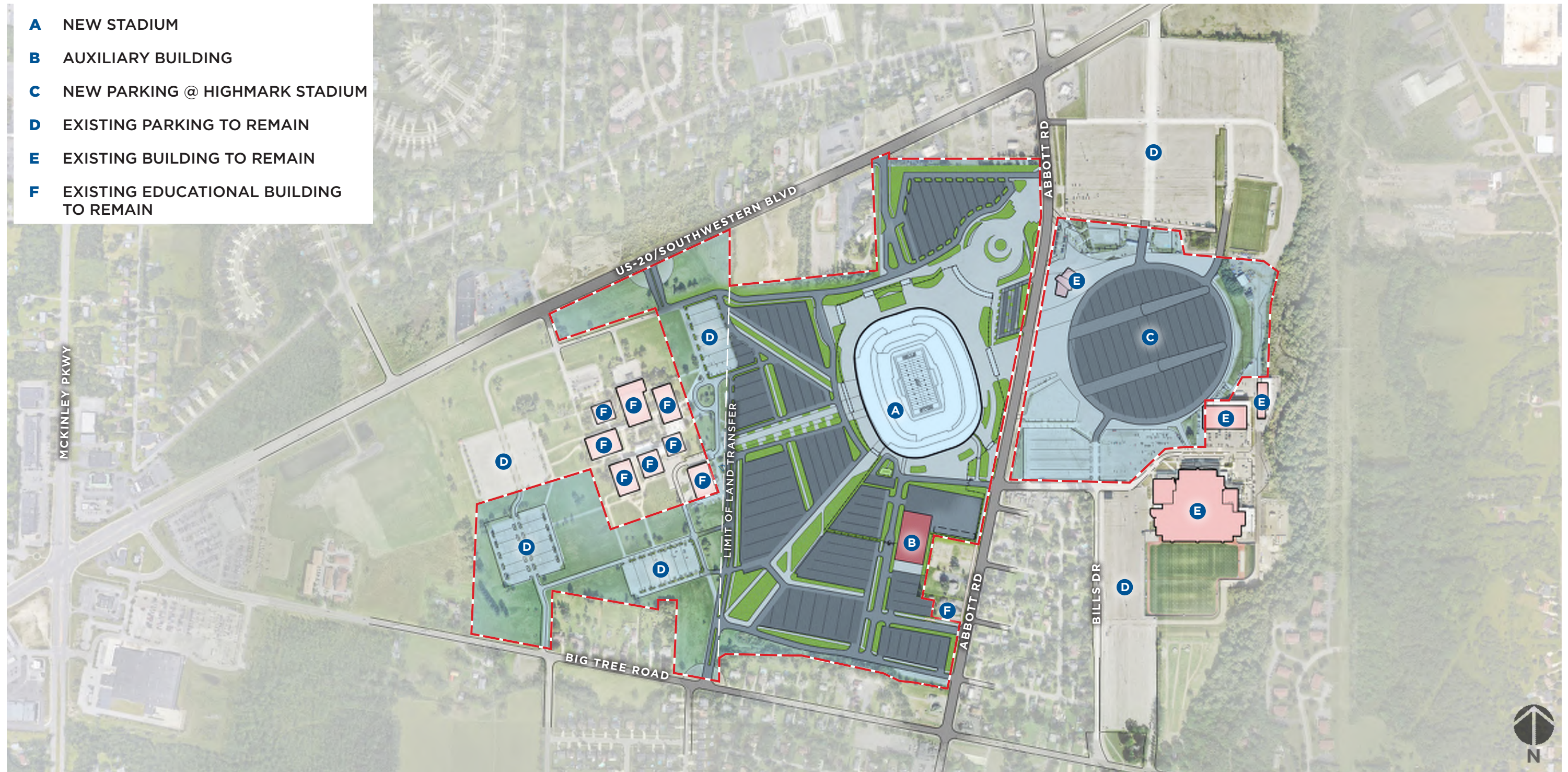
NUMBER	TAX NO.	ACREAGE
1	161.00-5-3.1	43.34
2	161.00-5-1	55.94
3	161.00-5-16.1	113.35
4	161.17-6-1	22.08
5	161.17-6-3	0.41
6	161.17-6-4.2	2.88
7	161.17-6-10	4.54
TOTAL AREA		242.54



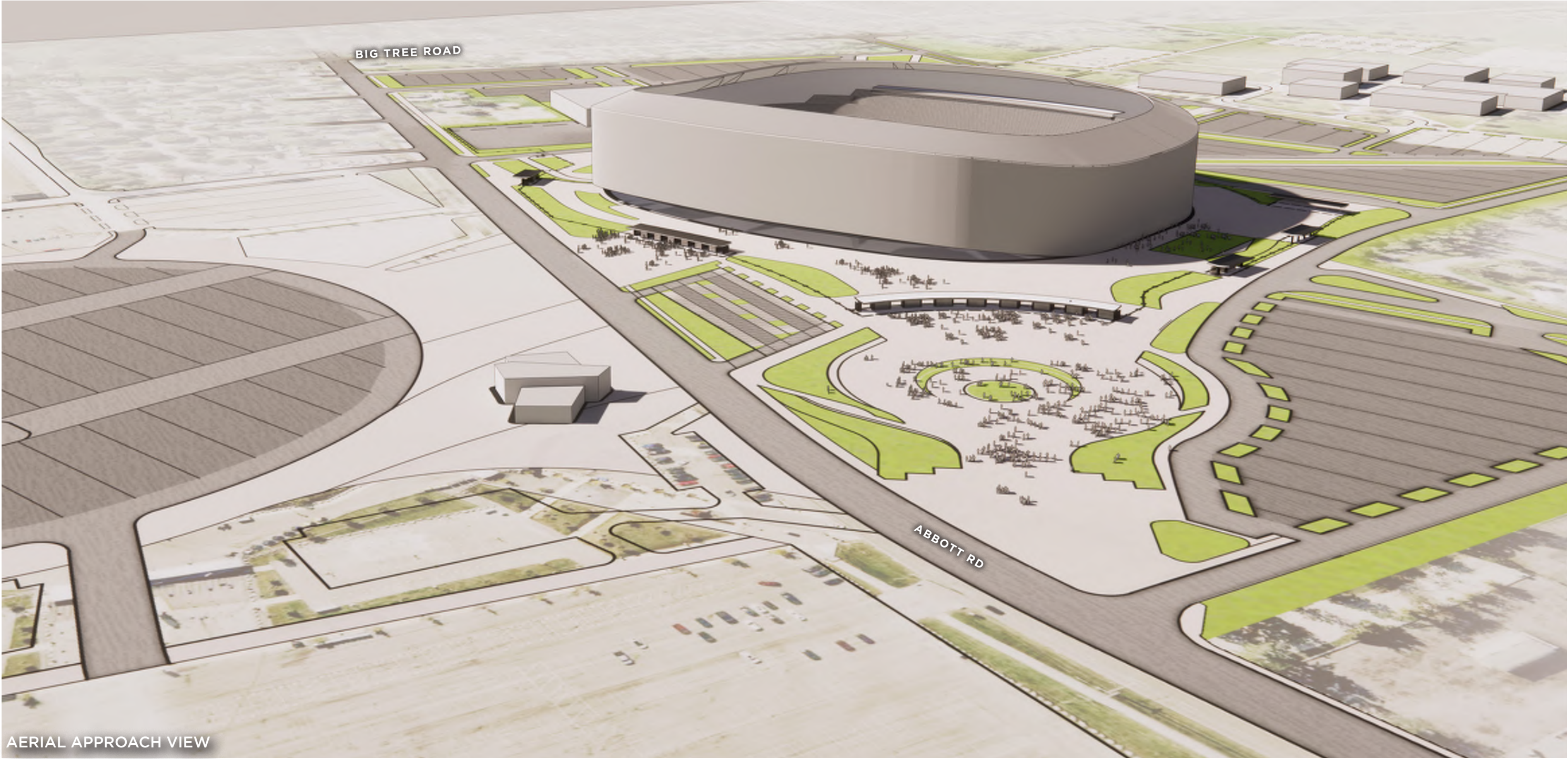
Project Description - Exhibit C

CONCEPT SITE PLAN

- A** NEW STADIUM
- B** AUXILIARY BUILDING
- C** NEW PARKING @ HIGHMARK STADIUM
- D** EXISTING PARKING TO REMAIN
- E** EXISTING BUILDING TO REMAIN
- F** EXISTING EDUCATIONAL BUILDING TO REMAIN

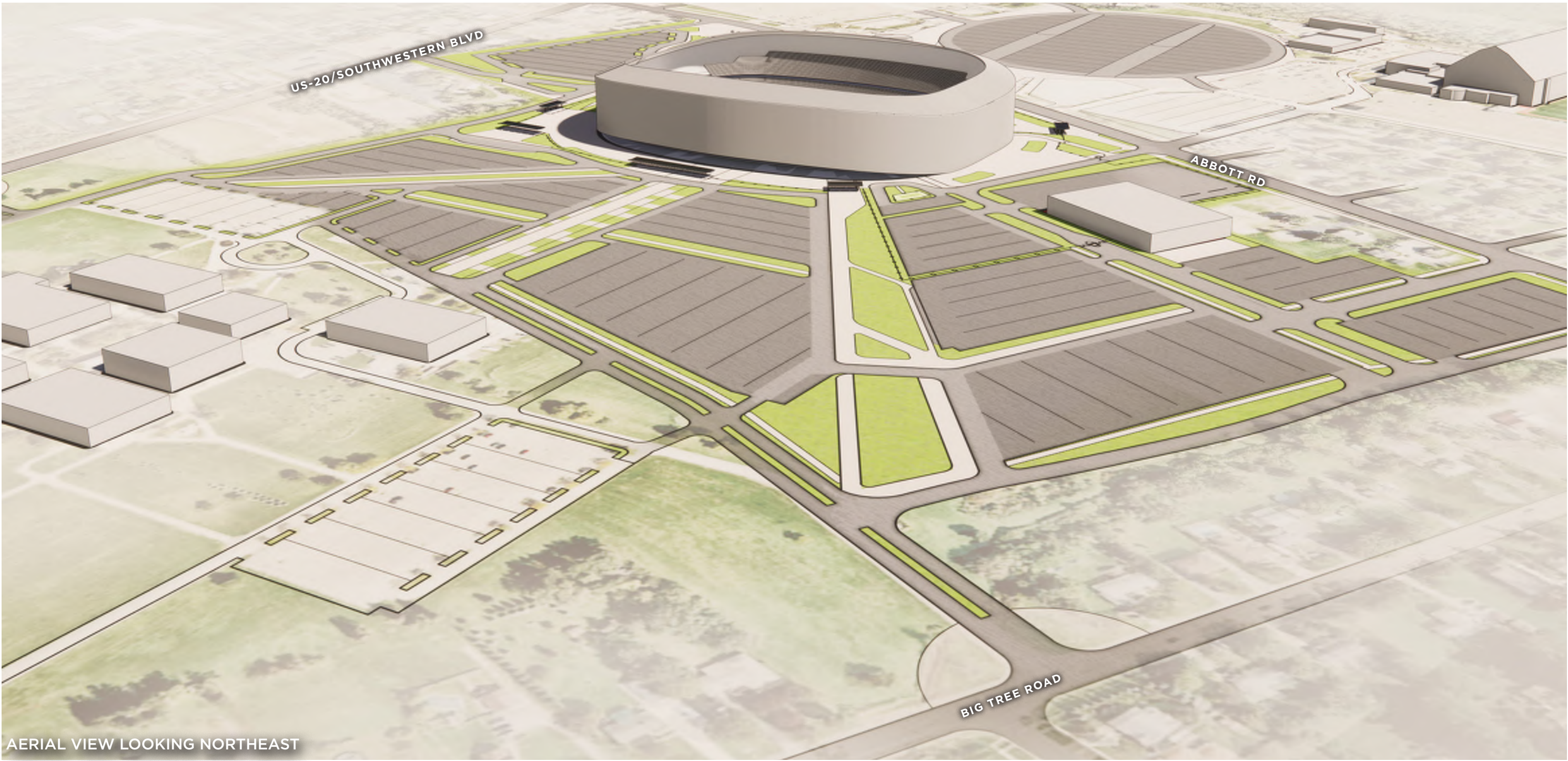


BUILDING MASSING View From Northeast



AERIAL APPROACH VIEW

BUILDING MASSING View From Southwest



AERIAL VIEW LOOKING NORTHEAST



Exhibit C

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT
NOTICE OF COORDINATED REVIEW AND DECLARATION OF
INTENT TO ACT AS LEAD AGENCY**

This notice is issued on behalf of the Erie County Legislature (“**Legislature**”), pursuant to and in accordance with Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended the State Environmental Quality Review Act and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, being 6 N.Y.C.R.R. Part 617, as amended (collectively “**SEQRA**”).

Project Name: Buffalo Bills Stadium Project

Location: 1 Bills Drive, Orchard Park, NY 14127 (SBLs: 161.00-5-3.1; 161.00-5-1; 161.00-5-16.1; 161.17-6-1; 161.17-1-3; 161.17-1-4.2; 161.17-6-10; 160.16-1-12 and 160.19-1-4.1) (“**Property**”)

Classification: Type I: X Unlisted:

Project Description:

The Legislature is currently evaluating: (1) the conveyance of certain portions of land located in the Town of Orchard Park (SBLs: 161.00-5-3.1; 161.00-5-1; 161.00-5-16.1; 161.17-6-1; 161.17-1-3; 161.17-1-4.2; and 161.17-6-10) to the Erie County Stadium Corporation (“**ECSC**”) and the subsequent lease of the parcels by ECSC to the Buffalo Bills, Western New York’s National Football League franchise team (“**Team**”); (2) the construction of a new stadium and ancillary amenities to replace the existing Highmark Stadium; (3) the demolition of Highmark Stadium; and (4) the continued operation of the Team’s complex (collectively, the “**Project**”). A more fulsome description of the Project is included as **Exhibit B**.

Notice Details:

The Project may require discretionary approvals from: Office of the Governor of New York State; New York State Urban Development Corporation d/b/a Empire State Development; New York State Division of Historic Preservation, NYOPRHP; New York State Division of Historic Preservation; New York State Department of Environmental Conservation, Region 9; New York State Division of Budget; New York State Department of Environmental Conservation; New York State Department of Transportation; New York State Department of Transportation, Regional; New York State Police Troop A; Public Authorities Control Board; State University at New York System Board of Directors; State University at New York System; Niagara Frontier Transportation Authority; New York State Urban Development Corporation d/b/a Empire State Development WNY Region; Erie County Executive's Office; Erie County

Legislature; Erie County Stadium Corporation c/o Empire State Development Corporation; Erie County Water Authority; Erie County Sewer District #3 Board of Managers; Erie County Department of Public Works; Erie County Department of Health; Erie County Sheriff; Erie Community College Board of Trustees; Erie Community College; Erie County Industrial Development Agency; Town of Orchard Park; Orchard Park Planning Board; Orchard Park Zoning Board of Appeals; Orchard Park Building Inspector/Code Enforcement; Orchard Park Police Department; Orchard Park Fire District; Town of Hamburg; Hamburg Planning Board; Hamburg Zoning Board of Appeals; Hamburg Building/Code Enforcement; Hamburg Police Department; Hamburg Fire Department; U.S. Army Corps of Engineers.

Action Requested:

Under SEQRA, potentially involved agencies have thirty (30) days from the date the lead agency package was transmitted to contest the Legislature's role as lead agency. We request that your agency accept and approve the designation of the Legislature as lead agency for the Project by signing the "Acknowledgment of Legislature to Act as Lead Agency and Conduct a Coordinated Review Pursuant to SEQRA" form that the Legislature sent to your agency. The form may be directed to the Legislature via mail (Erie County Environment and Planning, Attn: Mark Rountree, Edward A Rath County Office Building, 95 Franklin Street, 10th Floor, Buffalo, New York 14202), or via e-mail (mark.rountree@erie.gov). Any agency that does not respond within 30 days of the date that the lead agency package was transmitted will be deemed to have consented to the Legislature acting as lead agency for the coordinated environmental review, pursuant to and in accordance with SEQRA, for the Project.

For Further Information Contact:

Mark Rountree, Chief Planner
Erie County Environment and Planning
Attn: Mark Rountree
Edward A Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, New York 14202

Phone: (716) 858-8008
Email: Mark.Rountree@erie.gov

Exhibit D

Buffalo Bills Stadium Project
List of Potentially Interested and Involved Agencies

The following is a list of potentially interested and involved agencies:

1. Office of the Governor of New York State
Attn: The Honorable Kathy Hochul
NYS State Capitol Building
State St. and Washington Ave
Albany, NY 12224
2. New York State Urban Development Corporation d/b/a Empire State
Development
Attn: Hope Knight, President and CEO
633 Third Avenue, 37th Floor
New York, NY 10017-6754
3. New York State Division of Historic Preservation, NYOPRHP
Attn: Daniel Mackay, Deputy Commissioner
1 Delaware Avenue North
Cohoes, NY 12047
4. New York State Division of Historic Preservation
Attn: Nancy Herter, Director, Technical Preservation Bureau
1 Delaware Avenue North
Cohoes, NY 12047
5. New York State Department of Environmental Conservation, Region 9
Attn: David Denk
700 Delaware Avenue
Buffalo, NY 14209
6. New York State Division of Budget
Attn: Robert F. Mujica Jr., Budget Director
State Capitol, Room 113
Albany, NY 12224
7. New York State Department of Environmental Conservation
Attn: Basil Seggos, Commissioner
625 Broadway
Albany, NY 12233-1010

8. New York State Department of Transportation
Attn: Marie Therese Dominguez, Esq., Commissioner
50 Wolf Road
Albany, NY 12232
9. New York State Department of Transportation, Regional
Attn: Francis P. Cirillo, Regional Director
100 Seneca Street
Buffalo, NY 14203
10. New York State Police, Troop A
Attn: Major Eugene J. Staniszewski
4525 West Saile Drive
Batavia, NY 14020
11. Public Authorities Control Board
Attn: Elyse Young, Secretary
NYS Division of Budget, State Capitol Room 119
Albany, NY 12224
12. State University at New York System Board of Directors
Attn: Dr. Merryl H. Tisch, Chairperson
353 Broadway
Albany, NY 12246
13. State University at New York System
Attn: Deborah F. Stanley, President
353 Broadway
Albany, NY 12246
14. Niagara Frontier Transportation Authority
Attn: Kimberley A. Minkel, Executive Director
181 Ellicott Street
Buffalo, NY 14203
15. New York State Urban Development Corporation d/b/a Empire State
Development WNY Region
Attn: Karen Utz, Regional Director
95 Perry Street, Suite 500
Buffalo, NY 14203-3030

16. Erie County Executive's Office
Attn: Honorable Mark Poloncarz
95 Franklin Street, 16th Floor
Buffalo, NY 14202
17. Erie County Legislature
Attn: Honorable April N.M. Baskin
92 Franklin Street, 4th Floor
Buffalo, NY 14202
18. Erie County Stadium Corporation c/o Empire State Development Corporation
Attn: Hope Knight, President and CEO
633 Third Avenue, 37th Floor
New York, NY 10017-6754
19. Erie County Water Authority
Attn: Russell Stoll, Executive Director
Ellicott Square Building, 295 Main Street, #350
Buffalo, NY 14203
20. Erie County Sewer District #3 Board of Managers
Attn: David Millar, P.E., Secretary of the Board
Erie County Division of Sewerage Management,
95 Franklin Street, Room 1034
Buffalo, NY 14202
21. Erie County Department of Public Works
Attn: William Geary, Commissioner
95 Franklin Street, 14th Floor
Buffalo, NY 14202
22. Erie County Department of Health
Attn: Dr. Gale Burstein, Commissioner
95 Franklin Street, 9th Floor
Buffalo, NY 14202
23. Erie County Sheriff
Attn: John C. Garcia, Sheriff
10 Delaware Avenue
Buffalo, NY 14202

24. Erie Community College Board of Trustees
Attn: Danise Wilson, Chairperson
4041 Southwestern Blvd.
Orchard Park, NY 14127
25. Erie Community College
Attn: Dr. David Balkin, President
4041 Southwestern Blvd.
Orchard Park, NY 14127
26. Erie County Department of Health
Environmental Health Division
503 Kensington Avenue
Buffalo, NY 14214
27. Erie County Industrial Development Agency
Attn: John Cappellino, President & CEO
95 Perry Street, Suite 403
Buffalo, NY 14203
28. Town of Orchard Park
Attn: Hon. Eugene Majchrzak, Supervisor
4295 South Buffalo Street
Orchard Park, NY 14127
29. Orchard Park Building Inspector/Code Enforcement
Attn: Steven Bremer, Building Inspector
4295 South Buffalo Street
Orchard Park, NY 14128
30. Orchard Park Planning Board
4295 South Buffalo Street
Orchard Park, NY 14127
31. Orchard Park Zoning Board of Appeals
4295 South Buffalo Street
Orchard Park, NY 14127
32. Orchard Park Police Department
Attn: Patrick M. Fitzgerald, Police Chief
4295 South Buffalo Street
Orchard Park, NY 14127

33. Orchard Park Fire District
Attn: Richard Mrugalski, Commissioner
4222 S. Taylor Road
Orchard Park, NY 14128
34. Town of Hamburg
Attn: Hon. Randy Hoak, Supervisor
6100 South Park Avenue
Hamburg, NY 14075
35. Hamburg Planning Board
6100 South Park Avenue
Hamburg, NY 14075
36. Hamburg Zoning Board of Appeals
6100 South Park Avenue
Hamburg, NY 14075
37. Hamburg Building/Code Enforcement
Attn: Timothy Willard, Code Enforcement Officer
6100 South Park Avenue
Hamburg, NY 14075
38. Hamburg Police Department
Attn: Kevin Trask, Chief
6100 South Park Avenue
Hamburg, NY 14075
39. Hamburg Fire Department
Attn: Timothy Moses, Chief
302 Union Street
Hamburg, NY 14075
40. U.S. Army Corps of Engineers
Attn: Molly Connerton
Regulatory Branch, Buffalo District
1776 Niagara Street
Buffalo, NY 14207

Exhibit E

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: New Bills Stadium		
Project Location (describe, and attach a general location map): Towns of Orchard Park and Hamburg, Erie Co., NY (All or parts of SBLs: 160.16-1-12, 160.19-1-4.1, 161.00-5-3.1, 161.00-5-1, 161.00-5-16.1, 161.17-6-1, and 161.17-6-3). See attached concept plan.		
Brief Description of Proposed Action (include purpose or need): See attached project description for more information. See attached Project Description.		
Name of Applicant/Sponsor: Buffalo Bills - Kathryn D'Angelo, Assistant General Counsel		Telephone: (716) 312-8607
		E-Mail: kathryn.d'angelo@bills.nfl.net
Address: One Bills Drive		
City/PO: Orchard Park	State: NY	Zip Code: 14127
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Erie County		Telephone: (716) 858-8008
		E-Mail: Mark.Rountree@erie.gov
Address: 95 Franklin Street, 10th Floor		
City/PO: Buffalo	State: NY	Zip Code: 14202

B. Government Approvals See attached list of government entities and approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County (transfer), County DPW (planning), County Water (water/sewer), County Leg. (transfer)	TBD
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ESD, ECSC, SUNY, ECC (land transfer/funding approvals);	TBD
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(State cont.) SHPO (consult only), NYSDOT (stormwater discharge/traffic consult)	TBD
i. Coastal Resources. <ul style="list-style-type: none"> i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes<input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes<input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes<input checked="" type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Town of Hamburg - R3

Town of Orchard Park - R1

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Orchard Park Central School District, Hamburg Central School District

b. What police or other public protection forces serve the project site?

Orchard Park Police Department, Town of Hamburg Police Department, Erie County Sheriff, NYS Troopers

c. Which fire protection and emergency medical services serve the project site?

Orchard Park Fire District EMS, Orchard Park Fire District, Town of Hamburg Fire Chiefs Association

d. What parks serve the project site?

Orchard Acres Park, California Road Recreational Area, Burmon Recreational Area, Blasdell Fireman's Memorial Park, Honeycrest Playground, Yates Park, Birdsong Park Nature Trail, Penn Dixie Fossil Park and Nature Preserve

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Construction of new athletic stadium facility (including new parking lots/improvements to existing lots and pedestrian walking connections) and demolition of existing athletic stadium facility

b. a. Total acreage of the site of the proposed action? +/- 18.4 acres
b. Total acreage to be physically disturbed? +/- 185* acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 284 acres
*Approx. 30 acres of the Erie Community College Campus will be used for construction laydown, trade contractor parking, and storage. Applicant does not intend to completely demolish and reconstruct those areas.

c. Is the proposed action an expansion of an existing project or use? Yes No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
commercial subdivision

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? 2

iv. Minimum and maximum proposed lot sizes? Minimum +/- 1.0 acres Maximum +/-243 acres land transfer

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated 2
- Anticipated commencement date of phase 1 (including demolition) 12 month 2022 year
- Anticipated completion date of final phase 10 month 2026 year

Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

The project consists of two phases: 1): all work associated with the new stadium build. As the construction schedule is developed, additional detail can be provided as required, and 2) demolition of the existing stadium and site restoration.

f. Does the project include new residential uses? Yes No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No

If Yes,

i. Total number of structures 2

ii. Dimensions (in feet) of largest proposed structure: +/- 190 height; +/- 730 width; and +/- 880 length

iii. Approximate extent of building space to be heated or cooled: +/- 700,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No

If Yes, Bioretention facilities, underground chambers, wet ponds, and wastewater attenuation will be designed to reduce runoff rates below existing conditions and improve control of runoff.

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Stormwater stormwater runoff from the project site and tributary surface run-on to it. Some wastewater will also be impounded.

iii. If other than water, identify the type of impounded/contained liquids and their source. In addition to stormwater runoff, wastewater from sources including bathrooms, locker room showers, sports facilities, and cooking facilities is anticipated.

iv. Approximate size of the proposed impoundment. Volume: +/-65,000 cubic yards surface area: +/-15 acres

v. Dimensions of the proposed dam or impounding structure: 4'-5' height; 500' length average dimensions

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Bioretention facilities (shallow depression and biosoil filter), underground chambers (prefab underground detention system), wet ponds (ditch with grass and landscaping) and wastewater attenuation (concrete box)

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? Required for construction of new stadium, setback perimeter, and ancillary building location

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): Approx. 500,000 cubic yards
- Over what duration of time? The duration of mass excavation is currently anticipated to be 6/1/23 – 12/1/23

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. Soil, gravel, and shale will be excavated. Any material not suitable for re-use on this site will be recycled off-site.

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
If yes, describe. Onsite watering will occur during construction. Some of the excavated materials may be processed (crushed to make excavated materials suitable for re-use).

v. What is the total area to be dredged or excavated? Approx. 14.4 acres *To meet project schedule requirements, it is possible that the entire area indicated above could be in operation at some point in the excavation process.

vi. What is the maximum area to be worked at any one time? * See no. 5 acres

vii. What would be the maximum depth of excavation or dredging? approx. 35 feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____
The project's objectives are to re-use all excavated material as fill either on the new stadium site, on the existing stadium site, at other nearby locations and/or as needed cover at nearby landfills.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? See note below. Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 30,000 to 40,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes: A majority of the existing field site east of Abbott Road is in Water District #17, while the ECC Campus and all areas west of Abbott Road are in Water District #6.

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
The existing domestic cold water service line already to the site will be extended within the same site to the point of interconnection at the new stadium.
- Source(s) of supply for the district: Lake Erie

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

N/A

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ N/A gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 27,000-35,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary wastewater will be generated from cooling tower, bathroom, locker room showers, team facilities, and cooking facilities. Peak flows will continue to be managed using on-site retention that allows for timed releases within the capacity of the sewage infrastructure, including the servicing treatment plant.

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Southtowns Advanced Wastewater Treatment Facility
- Name of district: Erie County Sewer District # 3
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

D.2.c.: No. The new stadium will have less seating and will utilize high efficiency water saving fixtures. It is anticipated that there will be additional water usage at the construction site but not during events when the peak usage at the existing stadium occurs. Daily usage is estimated at between 550,000 GPD (including irrigation) with a peak load of 1,350 GPM for a game day event.

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

- v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

There are no current plans or design to capture, recycle, or reuse liquid waste.

- e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 1 acres (impervious surface) Approx. acreage of impervious surface.

_____ Square feet or 1 acres (parcel size) Approx. project area in acres.

- ii. Describe types of new point sources. Bioretention facilities and ponds will have point source discharges but will connect to existing storm sewer piping or existing point source locations. See table at bottom of page for receiving points/discharge points.

- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Most stormwater will be directed to on-site stormwater management facilities. Some runoff may be collected in the NYSDOT storm sewer (as under existing conditions). Other runoff will be directed to existing stormwater systems or new stormwater systems similar to existing conditions.

- If to surface waters, identify receiving water bodies or wetlands: _____
RP #1: Unnamed Tributary of Rush Creek, RP#2: Smokes Creek South Branch. Some runoff may be collected in the NYSDOT storm sewer (as under existing conditions) prior to discharge to RP #1 and #2.

- Will stormwater runoff flow to adjacent properties? _____
The perimeter project area may have minor runoff that sheet drains over adjacent properties as with existing conditions. Yes No

- iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

- f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Equipment, trucks and vehicles _____

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

Batch plant _____

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Power generation for life safety (emergency/standby power generation), large boilers, and water heaters _____

- g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

- ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

D.2.e.ii: Receiving Point #1: Unnamed Tributary of Rush Creek.

Discharge Point #1A: Direct Discharge to Creek

Discharge Point #1B: To NYSDOT St. Sewer System in S.R. 20A that is believed to discharge to Creek (to be confirmed).

Receiving Point #2: Southern Branch of Smokes Creek

Discharge Point #2A: Direct Discharge to Creek

Discharge Point #2B: to NYSDOT St. Swr. System in S.R. 20 that is believed to discharge to Creek (to be confirmed).

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? See note below. Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction: Construction team will coordinate with the Bills on Game Days.</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 6 AM -11 PM • Saturday: _____ 7 AM to 6 PM • Sunday: _____ 8 AM to 5 PM • Holidays: _____ N/A 	<p>ii. During Operations: Security presence is 24/7/365.</p> <ul style="list-style-type: none"> • Monday - Friday: Reg. business hours on campus are 9 AM to 5 PM • Saturday: _____ Hours will vary on event days • Sunday: _____ Hours will vary on event days • Holidays: _____ Hours will vary on event days
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D.2.j.:No. The function, use and operation of the new Stadium will be similar to the existing Highmark Stadium which will be demolished. The current 71,600 seat capacity of Highmark Stadium generates an established traffic demand on event days. The new Stadium will have a reduced approximate 60,000 seat capacity of about 16%. Thus, it is anticipated that trip counts on the largest events such as Bills games and concerts will be reduced accordingly. The existing site controlled by the Buffalo Bills contains approximately 9,600 public use parking spaces and the proposed action will result in approximately 10,300 public use parking spaces, therefore the parking demand on the surrounding neighborhood is anticipated to be reduced.

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Construction activities would exceed existing ambient noise levels. Once the stadium is operational, ambient noise would be comparable to the existing stadium. The partial canopy and extent of exterior envelope enclosure may help contain sound levels as compared to existing conditions.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? See note below. Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 The parking areas altered by the project will replace the existing lighting with shorter poles and will consider use of lower poles near the stadium, pedestrian pathway areas, and adjacent to the residential property near Abbott Road. All light sources will be LED.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:
 Odors would be created by cooking food at the stadium. The stadium will feature concession stands will generate food odors on game and event days. Similarly, tailgating activities in parking lots on game days would generate food odors. Any odors generated would be similar to existing conditions.

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes: See note below.
 i. Product(s) to be stored Liquid Fertilizer, Pesticides, and Fungicides as well as #2 diesel for emergency power generation
 ii. Volume(s) 200 gallon per unit time _____ year (e.g., month, year) for liquid fertilizer, pesticides, and fungicides.
 iii. Generally, describe the proposed storage facilities: There will be one (1) 8,000 gallon underground diesel storage tank. Per unit time is TBD.
 Restricted use products will be stored in a fertilizer/pesticide cabinet that can be locked. Other fertilizers will stored on shelving in controlled access room.

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):
 No pesticide use is anticipated during construction. Once the project is operational, there will be bi-weekly applications of fertilizer and monthly applications of fungicides. Pesticide application will be completed once annually (May/June) and then done on an as needed basis the remainder of the year.

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: approx. 2100-2800 tons per construction period (unit of time)
 • Operation : approx. 84 tons per _____ year (unit of time) Note: Assumes 12 Bills home games and 3 other major events.
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: Based on data from similar projects, demolition of the existing stadium would produce approx. 1,000 tons of debris (55% recycled), approx. 18,000 tons of concrete (95% recycled), and 100 tons of aluminum and metals (100% recycled).
 • Operation: Recyclable materials will primarily consist of cardboard, aluminum cans and paper products. Cardboard balers and trash and dedicated recycling containers will be provided in the loading dock and service area of the stadium.
 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: The exact disposal method will be determined by the contractor and will follow all applicable NYSDEC guidelines and standards.
 • Operation: The Buffalo Bills are aware of NYS laws regarding food waste regulations and requires its food service operator and vendors comply with all applicable laws. The stadium uses Modern Waste and Disposal for trash and recycling services.

D.2.n.: The types of sources will all be LED and will include a combination of post lights, bollards, steplights, low level pathlights, integral lighting within furniture, and adjustable general illumination lights mounted within trees. Uplighting will be sensitively used to accentuate key features of the New Stadium structure as well as specific moments within the plazas/landscaped areas. Any fixture that sits close to the perimeter of site will be equipped with shielding to prevent light trespass. A lighting control system will be implemented and will play a key role in the outdoor environment, allowing fixtures to be regulated to appropriate light levels during evening hours when guests are on site as well as after hours for security.

D.2.p.: The stadium facility currently stores diesel fuel, pesticides, and fungicides on site. With respect to pesticides and fungicides, all products, usage, frequency and process will be similar to what is currently done to the practice fields at the Training Facility. However, the existing stadium field is artificial turf so a new natural grass field at the new stadium will increase the overall quantity used annually. The new stadium will also increase the storage of diesel from existing conditions.

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 Hazardous waste, if encountered during demolition, will be disposed of according to local, state, and federal guidelines.
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Educational Facility (Erie County Community College)
 ii. If mix of uses, generally describe:
 Bills Stadium is located in a suburban area and is surrounded by residential and commercial uses and a community college.

b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	95.0	120.0	+25.0
• Forested	2.0	0	-2.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	
• Surface water features see note below (lakes, ponds, streams, rivers, etc.)	0	1.5	+1.5
• Wetlands (freshwater or tidal)	0		
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>manicured/dense lawn</u>	88.0	63.5	-24.5

Surface Water Features: 1.5 acres of permanent retention features are added by new stadium design.

Acreage represented in land use table equals the limit of disturbance.

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: Highmark Stadium hosts public events at their facility.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:
Erie Community College is located to the west of Highmark Stadium. Windom Elementary School is located to the northwest of Highmark Stadium. Southtowns Childrens Associates is a special education school located north of Highmark Stadium.

e. Does the project site contain an existing dam? Yes No Does not include impoundments discussed in D.1.h.
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
ECC handles hazardous wastes according to federal (RCRA) and state requirements.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): 8803429, 9214217, 0905583, 1302788, 1607784, 1802979
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures:
None
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
No current violations or active spills

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ +/- 7.8 feet

b. Are there bedrock outcroppings on the project site? Yes No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:	MfA - Marilla shaly silt loam	33 %
	MaB - Manlius shaly silt loam	33 %
	DbA - Darien silt loam	34 %

d. What is the average depth to the water table on the project site? Average: _____ +/- 6.4 feet

e. Drainage status of project site soils: Well Drained: _____ 33 % of site
 Moderately Well Drained: _____ 33 % of site
 Poorly Drained _____ 34 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 10% of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? see note below. Yes No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-226, 837-229, 837-235 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name federal wetland (PFO1A) Approximate Size +/- 4 acres
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses: Rush Creek and tribs - Pathogens; Nutrients - Recreation; Public Bathing; Aquatic Life, Name - Pollutants - Uses: South Branch Smoke Creek (lower Branch Smoke Creek, Lower, and tribs - Nutrients; Silt/Sediment - Recreation; Aquatic Life

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
If Yes:
i. Name of aquifer: _____

E.2.h: The streams and wetlands listed above are located on the project site but will not be impacted by the project.

<p>m. Identify the predominant wildlife species that occupy or use the project site: Typical suburban species such as _____ rodents, deer, songbirds, crows, _____</p>	<p>foxes, coyotes, squirrels, rabbits, _____ raptors, crows, frogs, and snakes _____</p> <p>raccoons, woodchucks, chipmunks, _____ may pass through the site. _____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres</p>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ Recreational fishing activities take place in Smokes Creek and Rush Creek. _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? +/- 1 acre _____ <i>ii.</i> Source(s) of soil rating(s): <u>USDA Farmland Classification (Prime Soils)</u> _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Identify resource: <u>Woodlawn Beach State Park</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State Park</u> iii. Distance between project and resource: _____ <u>approx. 5</u> miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Kathryn D'Angelo Date 7/1/2022

Signature  Title Assistant General Counsel

Exhibit F

To: All Potentially Interested and Involved Agencies

July 1, 2022

**Acknowledgment of the Erie County Legislature ("Legislature")
to Act as Lead Agency and Conduct a Coordinated Review Pursuant to the
New York State Environmental Quality Review Act**

Project: Buffalo Bills Stadium Project

Location: 1 Bills Drive, Orchard Park, NY 14127 (SBLs: 161.00-5-3.1; 161.00-5-1; 161.00-5-16.1;
161.17-6-1; 161.17-1-3; 161.17-1-4.2; 161.17-6-10; 160.16-1-12 and 160.19-1-4.1)
("Property")

The _____ consents to the designation of the Legislature as the lead agency for the above referenced project.

Completed by (Agency Representative)

Agency

Date

This notice has been provided to the following Potentially Interested and Involved Agencies:

1. Office of the Governor of New York State
2. New York State Urban Development Corporation d/b/a Empire State Development
3. New York State Division of Historic Preservation, NYOPRHP
4. New York State Division of Historic Preservation
5. New York State Department of Environmental Conservation, Region 9
6. New York State Division of Budget
7. New York State Department of Environmental Conservation
8. New York State Department of Transportation
9. New York State Department of Transportation, Regional
10. New York State Police Troop A
11. Public Authorities Control Board
12. State University at New York System Board of Directors
13. State University at New York System
14. Niagara Frontier Transportation Authority
15. New York State Urban Development Corporation d/b/a Empire State Development
WNY Region
16. Erie County Executive's Office
17. Erie County Legislature
18. Erie County Stadium Corporation c/o Empire State Development Corporation
19. Erie County Water Authority
20. Erie County Sewer District #3 Board of Managers
21. Erie County Department of Public Works

22. Erie County Department of Health
23. Erie County Sheriff
24. Erie Community College Board of Trustees
25. Erie Community College
26. Erie County Department of Health
27. Erie County Industrial Development Agency
28. Town of Orchard Park
29. Orchard Park Building Inspector/Code Enforcement
30. Orchard Park Planning Board
31. Orchard Park Zoning Board of Appeals
32. Orchard Park Police Department
33. Orchard Park Fire District
34. Town of Hamburg
35. Hamburg Planning Board
36. Hamburg Zoning Board of Appeals
37. Hamburg Building/Code Enforcement
38. Hamburg Police Department
39. Hamburg Fire Department
40. U.S. Army Corps of Engineers

For Further Information Contact:

Mark Rountree, Chief Planner
Erie County Environment and Planning
Attn: Mark Rountree
Edward A Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, New York 14202

Phone: (716) 858-8008
Fax: (716) 858-7248