

Term Sheet
Seneca Buffalo Creek Casino
City of Buffalo
May 17, 2006

1. **Economic Benefits to Buffalo and Western New York Economy**
 - a. **Economic Impact**-The Seneca Nation of Indians and Seneca Gaming Corporation ("SNI/SGC") must make a committed effort to maximize the positive impact the Casino will have on the local economy. In particular, the Casino must make a meaningful effort to attract out of area tourists to the Seneca Buffalo Creek Casino.
 - b. **Reinvestment in WNY**-The SNI/SGC must reinvest proceeds from gaming in the City of Buffalo ("COB") and WNY in business enterprises that will benefit the entire community and that will make meaningful tax or payment in lieu of tax payments to the local community.
 - c. **Other Factors** of interest to the COB:
 - i. Size of local payroll and extent to which local residents are hired for jobs including management jobs,
 - ii. Extent of M/WBE enterprises engaged in the construction and operation of the Casino and the extent of minority and women in the construction and operations workforces,
 - iii. Amount of capital investment in the casino and its equipment,
 - iv. Extent to which the Casino engages local providers of goods and services during construction and thereafter.

2. **Operational Issues and Relationship to the City of Buffalo**
- i. **Designation of Host Community**-Buffalo must be the host community as that term is defined in the Compact and state law.
 - ii. **Local Share**- Buffalo must receive at a minimum 100% of the specified local share of gaming revenues that is collected by NYS. It is expected that the COB will seek a greater proportion of the revenues paid to the State of New York.
 - iii. **Host Community Benefit Agreement**- SNI/SGC and the COB must enter into a binding Host Community Benefit Agreement that addresses the following matters:
 - 1. **Police services**- by the Buffalo Police Department, including the terms for entry by the Buffalo Police onto the Casino site.
 - 2. **Tribal Police**- defines the role, rights and limitations on tribal marshals off the casino site.
 - 3. **Fire services**- by the Buffalo Fire Department including the terms for entry by the Buffalo Fire Department onto the Casino site.
 - 4. **Water service** -by the Buffalo Water Board.
 - 5. **Sewer services** -by the Buffalo Sewer Authority.
 - 6. **Refuse User Fee**-The payment of the Refuse User Fee.

7. **Adherence to Codes-** Agreements regarding adherence to and enforcement of local, state and federal health and safety codes including building codes, noise ordinances, environmental and public health laws, fire codes, and criminal laws
8. **Payment for Services-** SNI/SGC will pay for services received from the COB and its related entities on a fair and equitable basis, generally to the same extent and under the same methods as businesses located in the COB. These services include, but are not limited to special traffic control services by the Buffalo Police, water, sewer and refuse services.
9. **No Cost to Buffalo-**The City of Buffalo will not be required to pay any costs associated with infrastructure improvements directly associated with the Casino.
10. **Payment for Infrastructure-** Should public infrastructure improvements be required, the funds shall be sought from New York State or other non-COB sources. Should funds from New York State or a similar non-COB source not be available, and then the SNI/SGC shall make a contribution to the City to cover all such required public infrastructure expenses or shall build such infrastructure at its own cost in accordance with the COB's construction standards.
11. **City Streets-**The City of Buffalo will not relinquish ownership of any City street to the SNI/SGC unless such street is required for the construction of the casino or related facilities. In such case, the COB and the SNI/SGC shall enter into a legally binding agreement that describes the development(s) that will occur, commits the SNI/SGC to making the improvements that are described in the agreement and compensates the City of Buffalo for the land provided to the SNI/SGC.

12. **Public Utilities**-The City will retain ownership of any public utility easements that run through the Casino site and will retain the right of access at reasonable times and with adequate notice to perform needed repairs and maintenance to any such public utilities.

13. **Air Rights**-If Fulton Street is not transferred to SNI/SGC, the City of Buffalo will consider granting the use of air rights over Fulton Street upon approval of the proposed use and how it would impact the functioning of the street.

14. **Environmental Reviews**- The SNI/SGC will voluntarily cooperate in the preparation of any environmental reviews or reports that the COB is required to undertake. This includes, but is not limited to, compliance with the New York State Environmental Quality Review Act ("SEQRA"). It is assumed that the COB will be the lead agency and will be required to provide one or more consents that will qualify as "actions" under SEQRA. The SNI/SGC will be expected to cooperate in the SEQRA process in the same manner as is expected of developers who seek permission(s) to proceed from the COB by providing data and reports that are needed to properly assess environmental impacts and shall make a legally binding written commitment to carry out all environmental protection and mitigation actions.

iv. **M/WBE and Workforce Participation**-The COB enter into a binding Agreement with the SNI/SGC that provides for hiring of local residents and minorities and M/WBE for construction jobs and for permanent employment at the Casino and related projects and for the provision of goods and services both during construction and thereafter. Should it be necessary, the Seneca Buffalo Creek Casino Corporation will use the services of local and state

workforce training and job placement agencies and shall provide training, job readiness skills and scholarships to local residents to prepare them for positions including management positions and for meaningful promotions at the Casino and related projects. Periodic reports shall be provided to the COB.

1. It will be required that 50% of the construction workers and 50% of the employees are from Buffalo,
 2. It will be required that 33% of the construction and permanent workforces are minorities,
 3. It will be required that 33% of the companies engaged for construction and to provide services on a permanent basis are minority and/or women owned with 25% minority and 8% women owned.
- v. **Marketing Efforts**-COB enter into a binding Agreement with the SNI/SGC that provides for a specified amount of money to be spent by the SNI/SGC each year on marketing the Buffalo Creek Casino to out of area markets. This marketing must include the marketing of other cultural and tourism related attractions in the Buffalo area. There shall be an annual report on the marketing campaign including previews of planned content in advance coordinated with the Buffalo Convention and Visitors Bureau and a statement that verifies that the money was spent, how it was used and the impacts from the marketing campaign.

3. **Future Plans of the SNI /SGC in Buffalo**

- a. Buffalo enter into a binding Agreement with the SNI/SGC that requires the consent of the City of Buffalo before any additions can be made to the sovereign land of the Seneca Nation of Indians in the City of Buffalo.
- b. The Seneca Nation of Indians through its Tribal Council will resolve the issue of plans to expand its tribal holdings in the City of Buffalo by limiting its plans to the 9-acre site that has now been acquired.