



Office of the West Seneca Town Supervisor  
Hon. Gary A. Dickson

June 29, 2020

Honorable Town Board  
Town of West Seneca  
1250 Union Road  
West Seneca, NY 14224

**Re: DASNY Funding**

Dear Colleagues,

As you may know, in March 2018 the Town of West Seneca was notified by the Dormitory Authority of the State of New York (DASNY) that we had been approved for a \$300,000 grant sponsored by Senator Gallivan to build a comfort station and pavilion in Veteran's Park. This money remains available on a reimbursement basis, meaning that we spend the money and DASNY reimburses us. I have spoken with our grant writer, Connie Miner, about the possibility that New York State's current financial problems may mean that the money is no longer available. Ms. Miner stated that it is impossible to know if the money will be available until we submit invoices, but there have been instances in other towns where the State decided not to pay because of financial crises or other reasons despite having an executed grant contract. I also consulted with an attorney at the Association of Towns, who stated that it is possible that grant money could be used to fill the State's budget deficit.

Earlier this year I requested an updated estimate of what the project would cost (see attached). However, given the uncertainty in the State's finances, I would like to get your input as to whether or not we should go forward with this project. Ms. Miner said we could do the project in two phases, the first being build the comfort station and submit the invoices. If we got paid, we would move on to the second phase and do the repairs to the existing pavilion.

Sincerely,

Gary A. Dickson  
Town Supervisor

Attachment: Cost Estimate

# COST ESTIMATE

Project: West Seneca - Rehab Veterans Park Pavilion & Comfort Station

Date Updated: 6/1/2020

| DESCRIPTION   | Unit    | Cost/Unit    | TOTAL COST       |
|---|---------|--------------|------------------|
| <b>Comfort Station</b>  |         |              |                  |
| Shell   | 340 SF  | \$ 285.00    | \$96,900         |
| Doors   | 3       | \$ 2,250.00  | \$6,750          |
| Mechanical  | 340 SF  | \$ 30.00     | \$10,200         |
| Electrical  | 340 SF  | \$ 35.00     | \$11,900         |
| Plumbing  | 340 SF  | \$ 40.00     | \$13,600         |
| Fixtures  | 6       | \$ 1,000.00  | \$6,000          |
| Finishes & Accessories  | 340 SF  | \$ 35.00     | \$11,900         |
| Site & Utilities  | 1 LS    | \$7,500      | \$7,500          |
| Engineering and Contingency                                   |         |              | \$28,008         |
| <b>Total:</b>   |         |              | <b>\$192,758</b> |
| <b>Refurbish Existing Pavilion</b>                            |         |              |                  |
| Removal of existing roofing                                   | 1350 SF | \$ 5.00      | \$6,750          |
| Replace rotten wood rafters                                   | 1 LS    | \$ 2,000.00  | \$2,000          |
| New Metal Roofing   | 1350 SF | \$ 27.00     | \$36,450         |
| Demo existing asphalt floor and replace with Cocconcrete Slab | 25 CY   | \$ 350.00    | \$8,750          |
| Reset Leaning Columns and Level Pavilion                      | 1 LS    | \$ 10,000.00 | \$10,000         |
| Masonry repairs   | 1 LS    | \$ 10,000.00 | \$10,000         |
| Sitework to make ADA compliant                                | 1 LS    | \$ 7,500.00  | \$7,500          |
| Engineering and Contingency                                   |         |              | \$13,847         |
| <b>Total:</b>   |         |              | <b>\$95,297</b>  |

**Total (Both Projects):**

**\$288,054**



**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**GERRARD P. BUSHELL, Ph.D.**  
President & CEO

March 16, 2018

**VIA OVERNIGHT MAIL**

Ms. Sheila M. Meegan  
Supervisor  
Town of West Seneca  
1250 Union Road  
West Seneca, NY 14224

**Subject:** *State and Municipal Facilities Program ("SAM")  
Construction of a Comfort Station and Pavilion at West Seneca Veterans Park  
Project ID: #8787*

Dear Ms. Meegan:

Enclosed please find one (1) fully executed original Grant Disbursement Agreement for your files. At this time you may forward requisitions for payment, along with your wire instructions, to the attention of Accounts Payable – Grants (if you haven't done so already), utilizing the forms provided in the Grant Disbursement Agreement. In addition, we have attached a list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. If you should have any additional questions about submitting a requisition, please contact the accounts payable hotline at (518) 257-3777, and an accountant will get back to you shortly.

Thank you.

Sincerely,

Sarah D. Antonacci  
Assistant Director, Grants Administration

Enc.

cc: Accounts Payable, DASNY

**CORPORATE HEADQUARTERS**  
515 Broadway  
Albany, NY 12207-2964

T 518-257-3000  
F 518-257-3100

**NEW YORK CITY OFFICE**  
One Penn Plaza, 52nd Floor  
New York, NY 10119-0098

T 212-273-5000  
F 212-273-5121

**BUFFALO OFFICE**  
539 Franklin Street  
Buffalo, NY 14202-1109

T 716-884-9780  
F 716-884-9787

**DORMITORY AUTHORITY STATE OF NEW YORK**

**WE FINANCE, BUILD AND  
DELIVER.**

[www.dasny.org](http://www.dasny.org)

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

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**DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards, Esq.  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Town of West Seneca  
1250 Union Road  
West Seneca, NY 14224  
Contact: Ms. Sheila M. Meegan  
  
Phone: (716) 558-3202  
Fax: (716) 558-2250

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**THE PROJECT:**

Construction of a Comfort Station and Pavilion at West Seneca Veterans Park

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**PROJECT LOCATION:**

West Seneca Veterans Park

**GRANT AMOUNT:**

\$300,000

**FUNDING SOURCE:**

State and Municipal Facilities Program ("SAM")

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

04/25/17

**DATE GDA SENT TO GRANTEE:**

12/06/2017

**DATE AGREEMENT SIGNED BY GRANTEE:**

2/13/18

**DATE AGREEMENT SIGNED BY DASNY:**

3-15-18

**EXPIRATION DATE OF THIS AGREEMENT:**

3/15/21

**PROJECT ID #:** 8787  
**FMS#:** 154502  
**GranteeID:** 1238  
**GrantID:** 9891

## TERMS AND CONDITIONS

### 1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
  - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

## 6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.



- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - (vi) The Grantee abandons the Project prior to its completion.
  - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
  - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
  - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

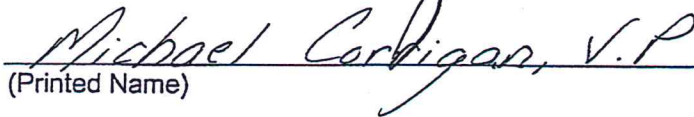
Town of West Seneca  
Construction of a Comfort Station and Pavilion at West Seneca Veterans Park  
Project ID 8787

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

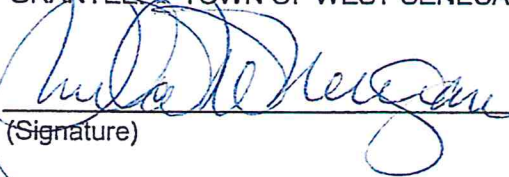


Authorized Officer

  
\_\_\_\_\_  
(Printed Name)

Date: 3.15.18

GRANTEE: TOWN OF WEST SENECA

  
\_\_\_\_\_  
(Signature)

Sheila M. Meegan, Town of West Seneca Supervisor  
\_\_\_\_\_  
(Printed name and title)

Date: 2-13-2018

## GRANT DISBURSEMENT AGREEMENT

### EXHIBITS

|             |  |
|-------------|--|
| EXHIBIT A   | Project Budget                                   |
| EXHIBIT B   | Opinion of Counsel                               |
| EXHIBIT C   | Grantee Questionnaire                            |
| EXHIBIT D   | Disbursement Terms                               |
| EXHIBIT E   | Payment Requisition Form and Dual Certification  |
| EXHIBIT E-1 | Payment Requisition Cover Letter                 |
| EXHIBIT E-2 | Payment Requisition Back-up Summary              |
| EXHIBIT F   | Non-Discrimination and Affirmative Action Policy |







JOHN FENZ  
TOWN ATTORNEY  
jfenz@twsny.org

TOWN OF WEST SENECA

TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
WILLIAM P. HANLEY, JR.

February 13, 2018

DASNY  
515 Broadway  
Albany, New York 12207  
Attn: Michael E, Cusack, Esq. – General Counsel

Re: State and Municipal Facilities Program (“SAM”) Grant  
Construction of a Comfort Station and Pavilion at West Seneca  
Veterans Park  
Project ID 8787

Ladies & Gentleman:

I have acted as counsel to the Town of West Seneca (the “Grantee”) in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on February 13, 2018 and such other documents as I consider necessary to render the opinion expressed hereby.

Based upon the foregoing, I am of the opinion that:

1. The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York and has the full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and

The Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

Very truly yours,

  
John J. Fenz, Esq.

## EXHIBIT C: Grantee Questionnaire

SAM  
TH  
#8787

**Grant Programs**  
**Grantee Questionnaire**

**THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION**

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

**SECTION I: GENERAL INFORMATION**

1. GRANTEE (LEGALLY INC. NAME): Town of West Seneca
2. FEDERAL EMPLOYER ID NO. (FEIN): 16-6002404
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_  
COUNTY FILED: Erie County
4. WEBSITE ADDRESS (IF APPLICABLE): www.westseneca.net
5. BUSINESS E-MAIL ADDRESS: smeegan@twsny.org
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 1250 Union Road West Seneca, NY 14224
7. TELEPHONE NUMBER: 716-558-3202      7. FAX NUMBER: 716-675-7205
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?  
 YES     NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:  
NAME: Connie D. Miner  
TITLE: Grants Consultant  
TELEPHONE NUMBER: 716-632-2397      FAX NUMBER: 716-633-1827  
E-MAIL: minerconni@verizon.net
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 162 years

Grantee FEIN: 16-6002404

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a)  BUSINESS CORPORATION
- b)  PUBLIC RESEARCH INSTITUTION
- c)  ACADEMIC RESEARCH INSTITUTION
- d)  NOT-FOR-PROFIT RESEARCH INSTITUTION
- e)  NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF  
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f)  NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: \_\_\_\_\_
- g)  LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h)  MUNICIPALITY
- i)  UNIVERSITY/EDUCATIONAL ORGANIZATION
- j)  OTHER – SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:  
 YES  NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

**SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**

**A. DEFINITIONS**

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

**B. GRANT AWARD**

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT?  YES  NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT?  YES  NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY?  YES  NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. \_\_\_\_\_.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS?  YES  NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

### SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES  NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN.  N/A

*SEE APPENDIX*

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS.  N/A

*SEE APPENDIX*

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW?  YES  NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS?  YES  NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY?  YES  NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT?  YES  NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT?  YES  NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY?  YES  NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY?  YES  NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT?  YES  NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE?  YES  NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION?  YES  NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE?  YES  NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE?  YES  NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS?  YES  NO *see attached*
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS  YES  NO
  - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION  YES  NO
  - COVERAGE OR CLAIM REQUIREMENTS  YES  NO
  - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT)  YES  NO
  - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS  YES  NO
  - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS  YES  NO
  - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION?  YES  NO
  - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL?  YES  NO *see attached*

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY?  YES  NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: \_\_\_\_\_

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES?  YES  NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?  YES  NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION?  YES  NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?  YES  NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET?  YES  NO  N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.



CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

*Sheila M. Meegan*  
Signature of Authorized Officer

Sheila M. Meegan  
Printed Name of Authorized Officer

Town of West Seneca Supervisor  
Title of Authorized Officer

*Matthew English*  
Signature of Chair of the Board of Grantee (or other Authorized Officer)

Matthew English, Deputy Supervisor  
Print Name of Chair of the Board of Grantee (or other Authorized Officer)

Sworn to before me this 19<sup>th</sup> day of April, 2017.

*Jacqueline A. Felsler*  
Notary Public

12/4/2012

JACQUELINE A. FELSER  
Lic. # 01FE4954926  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires August 21, 2017

Sworn to before me this 19<sup>th</sup> day of April, 2017.

*Jacqueline A. Felsler*  
Notary Public

JACQUELINE A. FELSER  
Lic. # 01FE4954926  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires August 21, 2017  
Print Form

**Town of West Seneca SAM #8787 Construction of a Comfort Station & Pavilion at West Seneca Veteran's Park**

**Grant Programs Grantee Questionnaire Section III, #2. Explanation**

| Agency Name  | Address  | Contract Effective Dates | State Contract ID # | Amount/Purpose   |
|--|--|--------------------------|---------------------|--|
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 2014 Award               | DASNY #6315         | \$150,000 SAM (State & Municipal) Facilities Program: Grant for Parking Lot Repaving |
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 3/27/2009 –<br>8/26/2015 | DASNY #4537         | \$250,000 for Ice Rink Rehabilitation  |
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 2015 Award               | DASNY #6479         | \$500,000 for Reconstruction of Commerce Parkway                                     |
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 2016 Award               | DASNY #8833         | \$250,000 for Library Reconstruction Project Phase I                                 |
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 2016 Award               | DASNY #7502         | \$400,000 for Library Reconstruction Project Phase I                                 |
| DASNY  | Dormitory Authority of the State of New York<br>515 Broadway<br>Albany, New York 12207 | 2016 Award               | DASNY#7957          | \$100,000 for Tim Russert Park Playground Equipment                                  |
| NYS Department of Environmental Conservation:<br>Gus Rubiero | 625 Broadway Albany, NY<br>12233-4500  | 2016 Award               | #C305348            | \$64,266.50 for purchase of grapple truck for recycling                              |

**Town of West Seneca SAM #8787 Construction of a Comfort Station & Pavilion at West Seneca Veteran's Park**

**Grant Programs Grantee Questionnaire Section III, #2. Explanation: cont'd.**

| Agency Name  | Address   | Contract Effective Dates   | State Contract ID # | Amount/Purpose  |
|--|---|----------------------------|---------------------|---|
| NYS Department of Environmental Conservation:<br>Gus Rubiero                       | 625 Broadway Albany, NY<br>12233-4500   | 2014                       | #T305351            | \$2,890 for purchase of curbside recycling bins                         |
| New York State Education Dept.<br>Division of Library Development:<br>Kim Anderson | New York State Library<br>Cultural Education Center<br>222 Madison Avenue<br>Albany, NY 12230 | 7/1/10 – 6/30/12           | 0386-11-3049        | \$20,873 Roof-mounted HVAC for library                                  |
| New York State Education Dept.<br>Division of Library Development:<br>Kim Anderson | New York State Library<br>Cultural Education Center<br>222 Madison Avenue<br>Albany, NY 12230 | 7/1/12 – 6/30/14           | 0386-12-2766        | \$16,665 for Sidewalks in library parking lot                           |
| Unified Court System:<br>Nancy Sanukjian   | Office of Court Administration,<br>187 Wolf Road, Suite 103<br>Albany, NY 12205               | 9/16/2011 –<br>2/15/2012   | None given          | \$3,468.08 for court office equipment                                   |
| Unified Court System:<br>Nancy Sanukjian   | Office of Court Administration,<br>187 Wolf Road, Suite 103<br>Albany, NY 12205               | 10/01/2012 –<br>3/01/2013  | None given          | \$7,895 for Electronic Key Fob Access System for Court Office Personnel |
| Unified Court System:<br>Nancy Sanukjian   | Office of Court Administration,<br>187 Wolf Road, Suite 103<br>Albany, NY 12205               | 10/18/2013 –<br>03/17/2014 | None given          | \$3,951.98 for Court Office Equipment & Furniture                       |
| New York State Education Dept.<br>Division of Library Development:<br>Kim Anderson | New York State Library<br>Cultural Education Center<br>222 Madison Avenue<br>Albany, NY 12230 | 7/1/13 – 6/30/15           | 0386-13-4527        | \$25,250 for Library Exterior Masonry Rehabilitation                    |

## Town of West Seneca SAM #8787 Construction of a Comfort Station & Pavilion at West

### Seneca Veteran's Park

#### Grant Programs Grantee Questionnaire Section III, #2. Explanation: cont'd.

| Agency Name   | Address   | Contract Effective Dates | State Contract ID # | Amount/Purpose  |
|---|---|--------------------------|---------------------|---|
| New York State Education Dept.<br>Division of Library<br>Development:<br>Kim Anderson   | New York State Library<br>Cultural Education Center<br>222 Madison Avenue<br>Albany, NY 12230   | 7/1/14 – 6/30/17         | 0386-15-5909        | \$439,018 for Phase I Library<br>Expansion  |
| New York State Education Dept.<br>Division of Library<br>Development:<br>Kim Anderson   | New York State Library<br>Cultural Education Center<br>222 Madison Avenue<br>Albany, NY 12230   | 7/1/15- 6/30/17          | 0386-16-6392        | \$411,099 for Phase II Library<br>Expansion   |
| New York State Dept. of State:<br>Christopher Grant                                     | Division of Local Government<br>Services<br>One Commerce Plaza<br>99 Washington Avenue, Ste. 1015<br>Albany, New York 1223                      | 4/1/2011 –<br>3/31/2016  | T1000014            | \$27,000 for the Town of West<br>Seneca Sanitary Sewer District<br>Consolidation Study        |
| New York State Dept. of State:<br>Christopher Grant                                     | Division of Local Government<br>Services<br>One Commerce Plaza<br>99 Washington Avenue, Ste. 1015<br>Albany, New York 1223                      | 4/1/12 – 3/31/16         | C1000351            | \$400,000 for the West Seneca<br>Water District Consolidation &<br>Ownership Transfer to ECWA |
| New York State Dept. of State:<br>Victoria Bastian                                      | Contract Administration Unit -<br>LMI<br>One Commerce Plaza, 11 <sup>th</sup> Floor<br>99 Washington Avenue, Ste. 1015<br>Albany, New York 1223 | 4/1/09 – 7/31/16         | TM09910             | \$50,000 for the purchase of<br>surveillance cameras for town<br>facilities.                  |
| New York State Office of Parks,<br>Recreation & Historic<br>Preservation: Noelle Kardos | Empire State Plaza<br>Agency Building 1<br>Albany, NY 12238   | 12/8/11 - 12/7/16        | EPF-113293-N3       | \$50,603 to rehabilitate and<br>make recreation improvements<br>to Switzer Park               |

**Town of West Seneca SAM #8787 Construction of a Comfort Station & Pavilion at West**

**Seneca Veteran's Park**

**Grant Programs Grantee Questionnaire Section III, #2. Explanation: cont'd.**

| Agency Name                                   | Address  | Contract Effective Dates   | State Contract ID #    | Amount/Purpose  |
|---|--|----------------------------|------------------------|---|
| Environmental Facilities Corp.<br>Monica Moss | 625 Broadway<br>Albany, NY 12207-2997  | 06/29/16 –<br>06/01/18     | Project #54310         | \$100,000 for CWSRF<br>Engineering Planning   |
| New York State Archives:<br>Denis Meadows     | New York State Archives<br>New York State Education<br>Department<br>Cultural Education Center<br>Albany, NY 12230 | 07/01/2011 -<br>06/30/2012 | 0580-12-2263           | \$61,677 for Enterprise Content<br>Management System in the<br>Building & Plumbing<br>Department. |
| New York State Archives:<br>Denis Meadows     | New York State Archives<br>New York State Education<br>Department<br>Cultural Education Center<br>Albany, NY 12230 | 07/01/2012 -<br>6/30/2013  | 0580-13-4261           | \$11,622 for digitizing Town<br>Board Minutes.  |
| New York State Archives:<br>Denis Meadows     | New York State Archives<br>New York State Education<br>Department<br>Cultural Education Center<br>Albany, NY 12230 | 07/01/2013 -<br>6/30/2014  | 0580-14-4899           | \$47,906 for Digitizing<br>Building Dept. Records   |
| New York State Archives:<br>Denis Meadows     | New York State Archives<br>New York State Education<br>Department<br>Cultural Education Center<br>Albany, NY 12230 | 07/01/2016 -<br>6/30/2017  | 0580-17-6615           | \$49,045 for Digitizing Finance<br>Dept. Records  |
| LISC<br>Helene Caloir, Director               | New York State Housing<br>Stabilization Fund<br>501 Seventh Avenue, 7 <sup>th</sup> Floor<br>New York, NY 10018    | 01/01/2017 –<br>12/31/2018 | LISC PA#<br>47385-0001 | \$175,000 for Zombie &<br>Vacant Properties Remediation<br>& Prevention Initiative                |

**Town of West Seneca SAM #8787 Construction of a Comfort Station & Pavilion at West Seneca Veteran's Park**

*Grant Programs Grantee Questionnaire Section III, #3.*

**Grants received from Federal, State, or Local Entities to fund all or a portion of any component of the project within the past five years:**

There have been no grants for to fund all or a portion of any project component within the past five years.

**Section III: Due Diligence Questions:**

Below please find the explanation relating to the *Grant Programs Grantee Questionnaire, page 5, part m:*

The Town of West Seneca is under consent order for a violation of a SPEDES Consent Order File No. 03-51 issued by the DEC in July 2004 for violation of the SPDES Permit No. NY 0203734 due to Inflow and Infiltration problems with regards to the sanitary sewer overflows.

The existing sanitary sewer in this part of is more than 50 years old and ranges in size from 8 to 15 inches. The pipe material is vitrified clay and has no substantial type of gasketing material to prevent infiltration of ground water into the sewer pipe. Inherent physical problems, which are not in accordance with Recommended Best Practices for Wastewater Facilities, include insufficient capacity and failed sewer pipe.

The Town is making improvements to Sewer District Nos. 5 and 13 and is confident that if funding is allocated for the project, the Town will be able to remediate the overflows and be relieved of the Consent Order.

# TOWN OF WEST SENECA



SHEILA M. MEEGAN  
TOWN SUPERVISOR

March 29, 2017

Chelsey Watroba  
Grant Program Assistant  
DASNY Grants Administration  
515 Broadway, Albany, NY 12207

**SUBJECT:** State and Municipal Facilities Program ("SAM")  
*Reconstruction of Commerce Parkway Comfort Station & Pavilion at Vet. Park*  
Project ID: #6479 *8787*

Dear Ms. Watroba:

The OSHA Violation for which you requested additional information on was with the New York Public Employees Safety and Health (PESH) Bureau regarding a workplace death, which took place in October 2016. The questionnaire for this grant was completed in July 2016, well before this violation took place.

The violation was issued to the Town of West Seneca on March 22, 2017. It did not take place on Commerce Parkway, nor did it involve anything with Commerce Parkway. This violation does not have any impact on the SAM Project #6479: Reconstruction of Commerce Parkway.

If you have any questions, or require additional information, please contact me or the Town's Grants Consultant, Connie Miner, at 716-632-2397. In advance, thank you for your assistance.

Very truly yours,

Sheila M. Meegan

Town of West Seneca Supervisor



## EXHIBIT D: Disbursement Terms

Town of West Seneca  
Construction of a Comfort Station and Pavilion at West Seneca Veterans Park  
Project ID 8787

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

Town of West Seneca  
 Construction of a Comfort Station and Pavilion at West Seneca Veterans Park  
 Project ID 8787

|                             |                 |               |
|-----------------------------|-----------------|---------------|
| <b>For Office Use Only:</b> |                 |               |
| FMS#: 154502                | GranteeID: 1238 | GrantID: 9891 |

Payment Request # \_\_\_\_\_

For work completed between \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**THIS REQUEST:**

| A:<br>TASK<br>#* | B: DASNY SHARE* | C: THIS REQUEST | D: TOTAL<br>REQUESTED PRIOR<br>TO THIS REQUEST | E: B-C-D<br>BALANCE |
|------------------|-----------------|-----------------|--|---------------------|
|                  |                 |                 |  |                     |
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|                  |                 |                 |  |                     |
| <b>TOTAL:</b>    |                 |                 |  |                     |

\* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of West Seneca, for Project # 8787.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of West Seneca, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of West Seneca (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of West Seneca. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
  - Readable copies of both front and back of canceled checks.
  - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - Other:

**Authorized Officer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Authorized Officer Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT E-I: Payment Requisition Cover Letter**  
ON GRANTEE'S LETTERHEAD

Date \_\_\_\_\_

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Construction of a Comfort Station and Pavilion at West Seneca Veterans Park  
Project No. 8787*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

|           |                          |  |
|-----------|--------------------------|--|
| 1)        | <input type="checkbox"/> | We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.  |
| <b>OR</b> |                          |  |
| 2)        | <input type="checkbox"/> | We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:<br>BANK NAME: _____ ACCOUNT #: _____<br>ACCOUNT NAME: _____ ABA #: _____  |
| <b>OR</b> |                          |  |
| 3)        | <input type="checkbox"/> | We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows:<br>BANK NAME: _____ ACCOUNT #: _____<br>ACCOUNT NAME: _____ ABA #: _____ |

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1 ) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate, in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

#### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

**Affirmative Action Officer (“AAO”)**

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

**Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

**Minority Business Enterprise (“MBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of join ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise (“WBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.