



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

March 31, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Director of Distribution

Subject: Contract W-030

Water System Improvements

36 & 42-inch Transmission Main Replacement Project, Town of Amherst

Revocable Permit – State University of New York at Buffalo

ECWA Project No. 201800074

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Contract W-030 is for replacement of 36-inch and 42-inch transmission watermain in the Town of Amherst. A portion of the new transmission watermain will cross property owned by the State University of New York at Buffalo (UB).

In order to perform watermain work on UB property, the ECWA must execute a Revocable Permit for Non-Commercial Use of University Facilities. This Permit was developed by the State of New York and reviewed by both the Engineering and Legal Departments and meets the needs of the ECWA in terms of the above referenced project. Attached is a copy of the Permit for consideration. Should the Permit be approved by the Board, this Permit must be executed by the Chairman and executed copies be returned to the State of New York. There is no fee associated with this Permit.

Please feel free to contact me if you have any questions.

MJQ:jmf

Attachments

cc: L.Kowalski

M.Carney

K.Gillette

CONT-W-030-1801

**ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Board Meeting Documents**

**Document Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Item Description:**

Choose one:

Other: \_\_\_\_\_

**Action Requested:**

Choose one:

Other: \_\_\_\_\_

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer \_\_\_\_\_ Date: \_\_\_\_\_

Chief Operating Officer \_\_\_\_\_ Date: 04/02/2025

Claims Rep. – Risk Manager \_\_\_\_\_ Date: 4/7/2025

Comptroller \_\_\_\_\_ Date: \_\_\_\_\_

Director of Administration \_\_\_\_\_ Date: \_\_\_\_\_

Director of Distribution \_\_\_\_\_ Date: 4/2/2025

Director of Human Resources \_\_\_\_\_ Date: \_\_\_\_\_

Director of IT \_\_\_\_\_ Date: \_\_\_\_\_

Director of Production \_\_\_\_\_ Date: \_\_\_\_\_

Director of Water Quality \_\_\_\_\_ Date: \_\_\_\_\_

Executive Engineer \_\_\_\_\_ Date: 4/7/2025

General Counsel (Legal) \_\_\_\_\_ Date: 4/3/2025

Other: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority \_\_\_\_\_ Date: 04/07/2025

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

## State University of New York at Buffalo

**Revocable Permit For Constructing a 36" Water Main on University Facilities**

THIS REVOCABLE PERMIT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date"), by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at Buffalo, having its principal place of business at 506 Capen Hall, Buffalo, New York 14260 hereinafter referred to as "SUNY Buffalo" and Erie County Water Authority, a local public authority organized and existing under the laws of the State of New York, and having its principal place of business located at 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter referred to as "the Permittee." The Permittee and SUNY Buffalo may be referred to collectively as "the Parties."

**WHEREAS**, the Permittee will be installing a 36-inch diameter water main and associated appurtenances on the SUNY Buffalo North Campus and

**WHEREAS**, SUNY Buffalo is willing to allow the Permittee to install the water line and associated appurtenances subject to the terms and conditions herein; and

**WHEREAS**, the parties desire to enter into an agreement whereby SUNY Buffalo will make such facilities available to the Permittee for construction activities

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. A Revocable Permit ("Permit") is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in **Exhibit B**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon ("Premises").
2. The term of this Permit shall commence on the Effective Date and shall run through June 30, 2027, with an option to renew for one additional year, at the pleasure of SUNY Buffalo and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
3. In consideration of the facilities be provided by SUNY Buffalo as enumerated above, the Permittee agrees to (i) fully cooperate with SUNY Buffalo to obtain a permanent easement for the 36" water line referenced in the first whereas clause, above, through the New York State Office of General Services ("OGS") and in accordance with applicable New York State law and SUNY policy; and (ii) reimburse SUNY any extraordinary costs incurred by SUNY Buffalo to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Buffalo. All space payments for reimbursement shall be mailed directly to: Kevin Ragland, Financial Services 418 Crofts Hall, Buffalo, New York 14260-7011. If Permittee is making electronic payments, send via Automated Clearing House (ACH) to: ACH UPIC Account Number: 95064849 ACH UPIC Routing Number: 021052053; and email Kevin Ragland at [ragland@buffalo.edu](mailto:ragland@buffalo.edu) with notice of your ACH payment.
4. The Permittee shall take good care of the Premises, fixtures, and appurtenances to preserve the Premises in good order and condition. Upon revocation of this Permit, the Permittee shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the Premises.

5. The Permittee is a local public water authority, created by special enabling legislation by the State of New York, codified as Article 5, Title 3 of the Public Authorities Law.
6. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Buffalo or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, whether or not directly caused by the Permittee.
7. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Buffalo, after consulting with the Permittee, be deemed to be detrimental to SUNY Buffalo.
8. The Parties agree that if in the judgment of SUNY Buffalo the activities of Permittee, or its agents, should be such that SUNY Buffalo, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Buffalo, SUNY Buffalo may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Buffalo Premises.
9. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Buffalo regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated and made a part hereof as **Exhibit A**. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required by any local, State or Federal Governmental body.
10. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Buffalo to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
11. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Buffalo and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
12. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Buffalo.
13. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using the Premises described in **Exhibit B**.
14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Buffalo be used by Permittee for any purpose without prior approval of the SUNY Buffalo.

15. The Permittee assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Premises, any facilities, appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule, or regulation in connection therewith. The Permittee further agrees, upon being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits, and losses, as aforesaid. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY or others.
  
16. This Revocable Permit is subject to the following conditions and restrictions:
  - a. The 36-inch water main and appurtenances is to be built within the proposed easement area shown in Exhibit B and shall be constructed strictly in accordance with the plans approved by the SUNY Buffalo.
  - b. Upon completion of the installation of the water main the Permittee shall restore the premises as nearly as possible to the condition of said premises at the time such work was started.
  - c. The Permittee has been appraised and knows there are existing underground and above ground utilities and facilities within or adjacent to the proposed easement area. In constructing the 36-inch water main and appurtenances the Permittee shall not interfere or disturb any such utility or facility.
  - d. Roads within the Campus shall be kept clear of debris at all times.
  - e. Construction material, vehicles and construction equipment shall be stored off Campus or at the location designated in Revocable Permit TX00971.
  - f. The timing of the transfer of SUNY Buffalo's water service from the old main to the new main shall be approved by SUNY Buffalo. The Permittee shall work to minimize the time the service is off.
  
17. The Permittee agrees to obtain and maintain insurance coverage through the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better. Permittee agrees to provide notice to SUNY Buffalo at least thirty (30) days prior to any material change, cancellation, expiration, renewal of or placement of a successor policy, and shall indemnify SUNY Buffalo for any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to Permittee's failure to provide such advance notice . If subcontractors are used and will be coming onto the space they also need to provide liability insurance as well.
  - a. General Liability insurance of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such policy shall name the State of New York and the State University of New York as an additional insured.

- b. New York State Workers' Compensation, Disability Benefits and Paid Family Leave coverage during the term of the Permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits and Paid Family Leave Laws. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
18. The Permittee specifically agrees that if this Permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Buffalo, its officers, and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
19. Executive Order No. 177. In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.
20. Permittee Responsibility. (a) *General Responsibility*. The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility*. The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility*. Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
21. Any notice to either Party hereunder must be in writing signed by the Party giving it and shall be served either personally or by certified mail, or otherwise as specified below, addressed as follows:

TO SUNY Buffalo: State University of New York at Buffalo  
Bethany Scibetta  
224 Crofts Hall, Buffalo, New York 14260  
716-645-4512  
[bmscibet@buffalo.edu](mailto:bmscibet@buffalo.edu)

TO THE PERMITTEE: Erie County Water Authority  
Michael J. Quinn, P.E.  
Director of Distribution  
3030 Union Road, Cheektowaga, New York 14227-1097  
716-685-8203  
[mquinn@ecwa.org](mailto:mquinn@ecwa.org)

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

22. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
1. Exhibit A, State University of New York Standard Contract Clauses
  2. This Revocable Permit
  3. Exhibit B, Designated Facilities and Services
  4. Exhibit C, Costs and Services
  5. Exhibit D, IT Support Services
  6. Exhibit E, SUNY Buffalo's Child Protection Policy
  7. Exhibit F, Environmental, Health and Safety Guidelines
  8. Exhibit G, Building-Specific Memorandum
23. Permittee agrees to abide by all requirements of **Exhibit E**, SUNY Buffalo's Child Protection Policy.
24. Permittee agrees to abide by all requirements of **Exhibit F**, Environmental, Health and Safety Guidelines.
25. Permittee agrees to abide by all requirements of **Exhibit G**, Building-Specific Memorandum. Any fees associated with Exhibit G shall be billed separately by SUNY Buffalo's building management staff, and shall be paid no later than fifteen (15) days after invoice is received.
26. The Permit hereby granted may be revoked at any time without cause prior to the commencement of construction, or by cause during the period of construction. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
27. Force Majeure. A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.
28. Data Security. In addition to the data breach notification requirements provided for in Exhibit A, the Permittee agrees at all times to maintain network security which at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) at least one by a third party, vulnerability scans, and share assessment results with SUNY Buffalo. Further, Permittee agrees to maintain network security that conforms to generally recognized industry standards and best practices that the Permittee applies to its own network. Generally recognized industry standards include, but are not limited to, the current standards and benchmarks set forth and maintained by the Center for Internet

Security available at this link: <http://www.cisecurity.org> or Payment Card Industry/Data Security Standards (PCI/DSS) available at this link: <http://www.pcisecuritystandards.org>.

29. New York Information Breach and Notification Requirements. Permittee hereby acknowledges and agrees to use commercially reasonable efforts to maintain the security of private information (as defined in the New York State Information Security Breach and Notification Act, as amended “ISBNA”(General Business Law § 889-aa; State Technology Law § 208) that it creates, receives, maintains or transmits on behalf of SUNY Buffalo and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic private information that it creates, receives, maintains or transmits on behalf of SUNY Buffalo (“SUNY Data”). Permittee hereby acknowledges and agrees to fully disclose to SUNY Buffalo pursuant to the ISBNA, and any other applicable law any breach of the security of a system where Permittee creates, receives, maintains or transmits private information on behalf of SUNY Buffalo following discovery or notification of the breach in the system as to any resident of New York State whose private information was, or is reasonably believed to have been acquired by a person without valid authorization (“Security Incidents”). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Permittee shall be liable for the costs associated with such breach if caused by Permittee’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Permittee’s agents, officers, employees or subcontractors. In the event of a Security Incident involving SUNY Data pursuant to the ISBNA, SUNY Buffalo has an obligation to notify every individual whose private information has been or may have been compromised. In such an instance, Permittee agrees that SUNY Buffalo will determine the manner in which such notification will be provided to the individuals involved pursuant to the ISBNA and agrees to indemnify SUNY Buffalo against any cost of providing any such legally required notice. Upon termination or expiration of this Agreement, Permittee will follow SUNY Buffalo’s instructions relating to any SUNY Data remaining in Permittee’s possession. Upon authorization from SUNY Buffalo, Permittee will use data and document disposal practices that are reasonable and appropriate to prevent unauthorized access to or use of SUNY Data and will render the information so that it cannot be read or reconstructed.
30. Financial Products/Services. In performing under this Agreement, Permittee may receive, maintain, process or otherwise will have access to confidential information on students and/or customers of SUNY Buffalo. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission’s Safeguards Rule (16 CFR Part 314), Permittee must implement and maintain a written Information Security Program in order to protect such customer information. Customer Information is defined in relevant part under the Safeguards Rule as any record containing nonpublic personal customer information as defined in 16 CFR § 313(n) (the FTC’s Privacy Rule) about a customer of a financial institution, whether in paper, electronic, or other form (16 CFR § 314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers. The safeguards that Permittee implements under the Program must comply with the elements set forth in 16 CFR § 314.4 and must achieve the objectives enunciated in 16 CFR § 314.3, namely to: (a) insure the security and confidentiality of student and/or campus customer records and information; (b) protect against any anticipated threats or hazards to the security or integrity of such records; and (c) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer. If Permittee subcontracts with a third party for any of the services that Permittee is required to undertake in furtherance of this Agreement, Permittee must ensure that such third parties implement practices which protect nonpublic personal information of students and/or campus customers with which they receive, maintain, process or otherwise permitted access. Permittee is required to return or destroy, as directed by SUNY Buffalo at SUNY Buffalo’s election, all customer information in Permittee’s possession within a reasonable time, not to exceed thirty (30) days, following the termination



or expiration of this Agreement. Furthermore, the safeguarding requirements set forth above shall survive the termination or expiration of this Agreement for so long as Permittee retains any Customer Information.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Buffalo has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT BUFFALO    ERIE COUNTY WATER AUTHORITY

By: \_\_\_\_\_  
Bethany Scibetta  
Senior Buyer

By: \_\_\_\_\_  
Print Name: Jerome D. Schad  
Print Title: Chair

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

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

**State University of New York  
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK     )  
COUNTY OF               ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK     )  
COUNTY OF               ) SS.:

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me personally came JEROME D. SCHAD to me known, who duly being sworn, did depose and say that he/she resides in the Town of Amherst; that he/she is the Chair of the Board of Commissioners for the Erie County Water Authority, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Commissioners of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**State University of New York Standard Contract Clauses**

## Standard Contract Clauses

## EXHIBIT A

State University of New York

March 16, 2020

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the

Labor Law shall be a condition precedent to payment by the State of any State-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The

information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or

undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business

Albany, NY 12245  
Tel: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414

email: mwbecertification@esd.ny.gov  
<https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2873(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services

they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

**26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law

§ 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined--be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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**THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

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29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (License # 1009544, Lawley, LLC) and CONTACT (Tania Lanza, (716) 849-1546). Includes sub-sections for INSURER(S) AFFORDING COVERAGE (Munich, Public Employer Risk Management Association, Inc.) and INSURED (Erie County Water Authority).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing coverages: COMMERCIAL GENERAL LIABILITY (T9A2CP000005500), AUTOMOBILE LIABILITY (T9A2CA000009000), UMBRELLA LIAB (T9A2FF000010500), and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC 0002079-01). Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Constructing a 36" Water Main On University Facilities
Additional Insured and Waiver of Subrogation coverage shown above and marked with an X.
Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (State University of New York at Buffalo) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Lawley, LLC</b>	License # 1009544	NAMED INSURED <b>Erie County Water Authority 295 Main St Suite #350 Buffalo, NY 14203-2494</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed written contract the following  
endorsements apply:

**General Liability:**  
PE GL 101 01 20 - General Liability Coverage Form

**Automobile Liability:**  
AU 3017 01 23 Public Entity Fleet Coverage Endorsement

**Property:**  
PRO AR 4100 (06/21) Mortgagee/Lenders Loss Payable

**Excess Liability:**  
CX 00 01 04 13 Commerical Excess Liability Coverage Form





CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name and address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are:

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy. This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: William Lawley Jr. (Print name of authorized representative or licensed agent of insurance carrier)

Approved By: [Signature] 6/26/24 (Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.**

**1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.**

**2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.**

**C-105.2 (9-17) REVERSE**



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
ERIE COUNTY WATER AUTHORITY
295 MAIN ST RM 350
BUFFALO, NY 14203-2494

1b. Business Telephone Number of Insured
(716) 849-8484

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1c. Federal Employer Identification Number of Insured or Social Security Number
166000337

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

STATE UNIVERSITY OF NEW YORK AT BUFFALO
224 CROFTS HALL
BUFFALO, NY 14260

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 1451 66 - 6

3c. Policy effective period

07/01/2024 to 07/01/2025

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits
B. Disability benefits only
C. Paid family leave benefits only

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/19/2024

By Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**EXHIBIT B**  
**Designated Facilities and Services**

The Permittee is in the process of designing the replacement of their 36-inch water main and associated appurtenances on SUNY Buffalo property. It is anticipated that the Permittee's work will begin in the Spring of 2025 and be completed by the Spring of 2027.

Drawing ESMT-01 (attached) shows the location of the planned facilities.

It is the Permittee's intention to construct the replacement 36-inch water main and associated appurtenances.



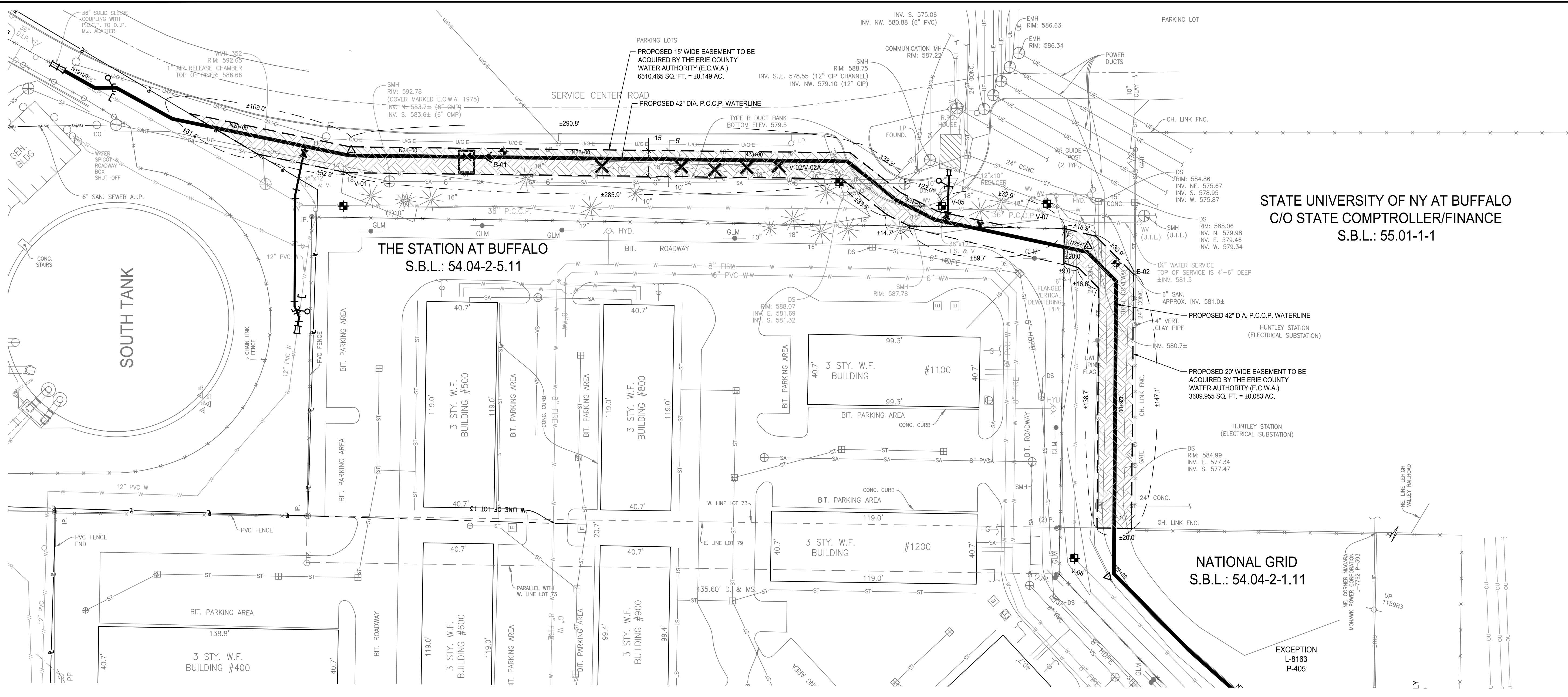
**WATERLINE REPLACEMENT**

**BETWEEN BALL PUMP STATION TO MILLERSPORT HIGHWAY AND SHERIDAN DRIVE AT THE I-290 RAMP**

**CONTRACT No. W-030 2024  
DWSRF PROJECT No. 18586**



Centerpointe Corporate Park  
375 Esjay Road, Suite 200  
Williamsville, NY 14221  
www.wendelcompanies.com  
p.716.688.0766 f.716.625.6825  
Wendel W.D. Architecture, Engineering, Surveying and Landscape Architecture, P.C.



**STATE UNIVERSITY OF NY AT BUFFALO  
C/O STATE COMPTROLLER/FINANCE  
S.B.L.: 55.01-1-1**

**NATIONAL GRID  
S.B.L.: 54.04-2-1.11**

**THE STATION AT BUFFALO  
S.B.L.: 54.04-2-5.11**

**PLAN  
SCALE: 1" = 30'**

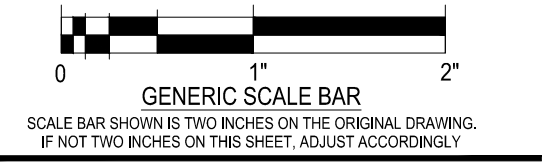
**PROGRESS PRINT  
05-09-2024  
NOT FOR CONSTRUCTION**

**NOTE:**  
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF WENDEL W.D. ARCHITECTURE, ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WENDEL. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS A VIOLATION OF SECTION 2209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NO.	REVISIONS	DATE

DWG. TITLE

**EASEMENT PLAN**



**GENERIC SCALE BAR**  
SCALE BAR SHOWN IS TWO INCHES ON THE ORIGINAL DRAWING. IF NOT TWO INCHES ON THIS SHEET, ADJUST ACCORDINGLY.

DATE: 05-06-2024  
SCALE: AS NOTED  
DWN: KSK CHK: RDK  
PROJ. No. 239839  
DWG. No.

**ESMT-01**

**EXHIBIT C**  
**Costs and Services**

The Permittee agrees to pay SUNY Buffalo the amount of \$0.00 (\$0.00) per square foot for use of the facilities. Standard fees includes use of common spaces/corridors. Annual rate does not include network fees through SUNY Buffalo’s Office of the Vice President and Chief Information Officer or monthly phone costs to third parties. Partial months are pro-rated. Payments are due on the first of the month.

Payment is determined on the following basis:

<u>Office</u>	<u>Effective Date</u>	<u>Term Date</u>	<u>Sq/ Ft.</u>	<u>Rate/sf</u>	<u>Annual Total</u>	<u>Monthly Total</u>
<u>36” water main installation</u>	<u>As defined in the preamble</u>	<u>6/30/27</u>			<u>\$0.00</u>	

**Additional Rent:**

Disposal of Refuse. As provided for in Exhibit F, base rent includes “a reasonable amount of waste disposal.” In the event Permittee produces, at the sole discretion of SUNY Buffalo, a significant amount of waste, the Permittee shall be responsible for the cost of transportation and legal disposal of same from SUNY Buffalo’s facilities and properties.

Disposal of Hazardous Waste. As provided for in Exhibit F, Section 4, Permittee is responsible for the costs of hazardous waste disposal. In the event, at the sole discretion of SUNY Buffalo, SUNY Buffalo is to be reimbursed for any such costs pursuant to Exhibit F, SUNY Buffalo will invoice the Permittee.

**EXHIBIT D**  
**IT Support Services**

**INTENTIONALLY LEFT BLANK**



**EXHIBIT E**  
**SUNY Buffalo's Child Protection Policy**

**EXHIBIT F**  
**Environmental, Health and Safety Guidelines**

*Note: Refer to Schedule G: Building Specific Memorandum for information associated with assigned Premises Location.*

1. University Wide Smoke-Free Policy

SUNY Buffalo supports an environment where its students, employees, and visitors are not exposed to secondhand smoke. Therefore, smoking (including electronic cigarettes) is prohibited on all SUNY Buffalo-managed property, both indoors and outdoors. This includes but is not limited to:

- a. All buildings on the North, South, and Downtown campuses, classrooms, lecture halls, residences, residence halls, apartments, laboratories, offices, work areas, study areas, reception areas, meeting rooms, lobbies, hallways, stairwells, elevators, eating areas, lounges, and restrooms.
- b. Off-site locations such as the Jacobs Executive development Center Carriage House, NYS Center of Excellence in Bioinformatics & Life Sciences (COE), UB Gateway Building, Clinical & Translational Research Center (CTRC), Jacobs Institute, Buffalo Niagara Medical Campus (BNMC), Institute for Healthcare Informatics (IHI), Baird Research Center, Hauptman-Woodward Medical Research Institute (HWI), Roswell Park Cancer Institute, Former Educational Opportunity Center, Z-80 Incubator Labs (Buffalo News Plaza), 847 Main Street, and 73 High Street.
- c. Fields, open land areas, parking lots and garages, athletic fields, tracks, bleachers/grandstands, outdoor paths and roads.
- d. All partially enclosed areas including, but not limited to, covered and uncovered walkways, breezeways, bus stop shelters, loading docks, building entrances, and exterior stairways and landings.

Please reference SUNY Buffalo's Smoke Free Policy available by link at:  
<http://policy.business.buffalo.edu/Policy%20Library/Smoke-Free%20Policy.pdf>

2. Use of Elevators

- a. The Permittee (and its Contractor, if applicable) shall be permitted to make temporary use of elevator(s) designated by SUNY Buffalo, provided such use does not interfere with the normal activities of SUNY Buffalo or exceed the capacity of the elevator(s).
- b. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for build-out purposes.
- c. Use of the top of the elevator is not permitted. Transport of hazardous materials and nitrogen Dewar flasks must be in accordance with SUNY Buffalo's Chemical Hygiene Plan which

can be viewed by link at:

[http://www.buffalo.edu/content/dam/www/facilities/ehs/forms/hazwaste/CHP\\_9-25-13.pdf](http://www.buffalo.edu/content/dam/www/facilities/ehs/forms/hazwaste/CHP_9-25-13.pdf)

In general, freight elevators, rather than personnel elevators shall be used to transport such materials when available. Contact SUNY Buffalo's Environment Health and Safety (EHS) Department at 829-3301 for additional information.

### 3. Disposal of Refuse

The Permittee is billed as part of the Base Rent payment for what is considered to be a reasonable amount of waste disposal. In the event that the Permittee produces a significant amount of waste, as determined in the sole discretion of SUNY Buffalo, the Permittee shall be responsible for the cost of transportation and legal disposal of same from SUNY Buffalo's property.

### 4. Hazardous Materials

- a. "Hazardous Materials" means any explosives, radioactive materials, biologically hazardous materials, infectious materials, toxins, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801 1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").
- b. Permittee will not allow space covered by the revocable permit or any other SUNY Buffalo-owned property ("Facilities") to be used or operated in any manner that may cause the Facilities to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws and regulations. Chemical, biological, or radioactive hazardous materials owned by the Company shall not be transferred to University laboratories in the building or co-mingled with SUNY Buffalo-owned hazardous materials. Chemical hazardous waste must be generated, handled and accumulated in accordance with applicable US EPA, NYS DEC regulations and SUNY Buffalo EH&S Policies.
- c. Permittee will be solely responsible for any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Facilities, and any other affected University property of whatever nature located in and on the Facilities, to their condition existing prior to the appearance of Company's Hazardous Materials in or on the Facilities.
- d. Shipment, delivery, storage, use, and disposal of all products containing hazardous material must be in compliance with all regulatory agency's rules regulations, and laws. Unless otherwise provided for in the lease agreement, disposal costs associated with the transportation and disposition of hazardous waste generated by the Permittee are to be paid for by Permittee. Permittee must report the use of Hazardous Materials at the Facilities and, in some cases, prior

written authorization is required. Contact SUNY Buffalo's Department of Environment, Health and Safety at 716-829-3301 for additional information and assistance.

- e. All chemical hazardous wastes will be manifested under SUNY Buffalo's EPA Identification number for the site. Chemical hazardous waste that is properly labeled can be maintained in designated Permittee "satellite accumulation areas" for no greater than one (1) year, at which point it must be transferred to SUNY Buffalo for processing. Permittee is responsible for contacting SUNY Buffalo's EHS when disposing of any/all Hazardous Materials. This includes but is not limited to hazardous wastes, reagents, and most other chemicals. If/when Permittee vacates SUNY Buffalo's property, Permittee must make arrangements for all Hazardous Materials to be properly disposed of in a manner approved by SUNY Buffalo. If any Hazardous Materials are left on premises after the Permittee vacates the Premises, SUNY Buffalo may make arrangements for the safe and proper disposal of such materials and, in such an event, the Permittee will be responsible for all costs associated with the cleanout and removal of these materials. The Permittee's "satellite accumulation area" shall be managed by Permittee and all Hazardous Materials, including hazardous chemical wastes, shall be labeled and handled according to procedures established in SUNY Buffalo's "Hazardous Waste Guidebook" which can be viewed online at <http://www.buffalo.edu/content/dam/www/facilities/ehs/forms/hazwaste/HCWGB.pdf>
- f. Any licensing or registrations required for the use of radioactive materials or radiation generating equipment (x-ray machines) shall be the responsibility of the Permittee and Permittee will provide SUNY Buffalo with evidence of its compliance with such requirements upon request. The Permittee shall inform SUNY Buffalo's EHS of the proposed use of radioactive materials and radiation generating equipment and ensure an appropriate radiation safety program is instituted and SUNY Buffalo approval has been obtained prior to using any such materials or equipment. The Permittee is responsible for arranging and the costs of disposal of radioactive materials and waste.
- g. Any licensing or registrations required for the use of biological materials, infectious agents, or toxins shall be the responsibility of the Permittee and Permittee will provide SUNY Buffalo with evidence of its compliance with such requirements upon request. Any mixed waste (i.e. chemical-radioactive, chemical-RMW) with a chemical component shall be reported prior to generation to SUNY Buffalo's Hazardous Materials Manager (currently Tony Oswald phone 716-829-5681 email [acoswald@buffalo.edu](mailto:acoswald@buffalo.edu) ) who will determine the appropriate regulated disposal method. Unless otherwise provided for in the lease agreement, the Permittee shall reimburse SUNY Buffalo for the cost of the mixed hazardous waste disposal.
- h. The Permittee shall not handle or dispose of any used fluorescent light bulbs. Permittee will report any failed fluorescent light bulbs to custodial services who will replace the light bulb and dispose of them following the procedures in SUNY Buffalo's Universal Waste Program.
- i. The Permittee (and its contractors, where applicable) shall maintain a SUNY Buffalo-approved Safety Data Sheets library ("SDS Library") for all chemicals, solvents, and materials specified or proposed to be used on or about the Leased Premises. The SDS Library will be maintained in a readily-available conspicuous location and in the manner prescribed by applicable law.

- j. Whenever and wherever the Permittee, or its Contractors during the course of performing any work discovers the presence of asbestos or suspects that asbestos is present, the Permittee or its Contractors shall stop work immediately and contact the University's EHS at 716-829-3301. Work shall not continue until SUNY Buffalo's EHS provides written notice to continue.
- k. The Permittee shall be prohibited from using Centers for Disease Control and Prevention (CDC) defined biological Select Agents, and Toxins unless written approval is granted from SUNY Buffalo's EHS.
- l. The Permittee shall inform SUNY Buffalo's EHS of their use of Risk Group 2 (or above) organisms, blood borne pathogens as defined by OSHA standard C.F.R. 1910.1030, including human blood, blood products, tissues, and cell culture (primary cell lines and/or immortalized lines), and/or recombinant or synthetic Nucleic Acids prior to beginning activities. The Permittee shall also prepare, maintain and comply with (and make available to SUNY Buffalo's EHS upon request) Standard Operating Procedures and Safety Documentation with respect to the use of any such materials.
- m. The Permittee shall not bring any equipment on University premises that have oils containing polychlorinated biphenyl (PCB: CAS number 1336-36-3).
- n. Inventory of Hazardous Materials Requirement. The Permittee shall submit an inventory of all Hazardous Materials used on or about the Premises to SUNY Buffalo's EHS on a quarterly basis (January 1, April 1, July 1, October 1). Inventory list shall include the identity of the Hazardous Material present at the time the inventory is completed as well as those used during the previous quarter and not included on the previous inventory, the chemical abstract service (CAS) number, the volume present and the Premises room location. The inventory must be maintained and updated on a daily basis and available on demand for inspections and emergency situations.

## 5. Use of Pesticides and Other Chemicals

The Permittee shall not apply pesticides or other chemicals on SUNY Buffalo's premises. Any pest problems should be reported to SUNY Buffalo's EHS and the issue will be addressed under SUNY Buffalo's pest management program.

## 6. Building Safety Systems

- a. Permittee shall not alter or in any way hinder the operation of Fire Protection and Suppression Systems including alarms, sprinklers, audible devices and fire extinguishers. Permittee shall report any system trouble condition or any discharge of a fire extinguisher.
- b. SUNY Buffalo will provide automated external defibrillators (AED) accessible in the corridors. If there is access security features in the Permittee's space that hinder access to the nearest (AED), then the Permittee shall provide additional AEDs within their space as necessary to service their employees.

- c. The Permittee is responsible for the proper use of any laboratory fume hoods or other local exhaust ventilation for contaminant control. SUNY Buffalo shall provide testing and maintenance of these systems. The Permittee shall not modify any ventilation systems without written permission from SUNY Buffalo's EHS. The Permittee's use of perchloric acid is prohibited in fume hoods. Any problems or alarms on these systems shall be immediately reported to SUNY Buffalo's EHS.
- d. The Permittee is responsible for having Biological Safety Cabinets (BSC) in place at all times and BSC must be certified by a qualified firm minimally on an annual basis, a copy of which shall be submitted to SUNY Buffalo's EHS. BSC shall not be connected to a building ventilation system.
- e. The Permittee is responsible for conducting regular activation testing for any eyewashes or safety showers within the Premises. SUNY Buffalo shall provide annual performance testing and inspection services. The Permittee shall not block, hinder or modify any eyewash or safety shower.

## 7. Safety and Environmental

- a. The Permittee is responsible for conducting its business and all work in or about the Premises and any SUNY Buffalo property in accordance with all applicable federal, state and local regulations. If any Permittee's activities result in potential safety and health risks to the public, to SUNY Buffalo personnel, to other occupants of the building in which the Premises are located, any SUNY Buffalo-owned property, and/or to the environment, SUNY Buffalo may issue a stop work order to the Permittee or take other actions as authorized by the Permit.
- b. The Permittee and their employees must evacuate the building when fire alarms sound or when an evacuation order is given. The Permittee must participate in any SUNY Buffalo fire evacuation drills related to compliance with NY State Fire Code.
- c. The Permittee shall report any inspections from the following regulatory agencies as soon as possible to SUNY Buffalo's EHS and prior to permitting any inspectors on SUNY Buffalo property: The Occupational Safety and Health Administration (OSHA), The NYS Public Employees Safety and Health Bureau (PESH), The NYS Office of Fire Prevention and Control (OFPC), The Environmental Protection Agency (EPA), the NYS Department of Environmental Conservation (DEC), the NYS Department of Health (DOH), the NYS Department of Labor (DOL), the Buffalo Sewer Authority (BSA). The Permittee shall provide SUNY Buffalo with copies of any inspection requests and/or reports provided by these regulatory agencies and allow SUNY Buffalo officials to accompany the inspection where SUNY Buffalo interests are involved.
- d. The Permittee shall not disturb any building materials which may contain asbestos or lead based paint without written permission from SUNY Buffalo's EHS. Prior to any renovation, all affected building materials shall be tested for asbestos, lead based paint and/or PCB (depending on the type of material) by EPA certified testing personnel. Such testing shall be performed by SUNY Buffalo-approved contractor at Permittee's expense. The Permittee shall provide SUNY Buffalo with a copy of any report generated from such testing.

- e. The Permittee shall maintain the premises and conduct house-keeping in a manner which does not cause undue risk of fire and maintains required egress paths from the building.
- f. The Permittee shall immediately report any accidental releases of Hazardous Materials to the SUNY Buffalo's Police at 716-645-2222. For downtown properties, the Permittee shall also report the release to building security and call 911.
- g. The Permittee will not file any environmental permits with the DEC or the EPA without first obtaining written approval from SUNY Buffalo's EHS. SUNY Buffalo is to be provided with copies of all environmental permits obtained.

8. Allowing Access for Emergency and Safety Purposes

- a. The Permittee may not install a separate security system without first obtaining written approval from SUNY Buffalo's EHS. If the Permittee installs or maintains a separate security system, written provisions shall be submitted to SUNY Buffalo's EHS to allow for readily available access by SUNY Buffalo's Police and other officials and/or local response agencies during an emergency or otherwise agreed.
- b. Permittee shall allow SUNY Buffalo access to the Premise including for maintenance, testing and inspection of safety related building systems.
- c. Permittee shall allow SUNY Buffalo access to the Premises, and accompany SUNY Buffalo if requested, for inspection of hazardous waste satellite accumulation areas and associated waste handling and labeling practices.
- d. Permittee shall allow SUNY Buffalo access to the Premises for the investigation of fires.

9. Additional Safety Related Reporting Requirements

- a. Reporting Fires, Injuries and Accidental Releases of Hazardous Materials. Permittee will immediately report any fires that result in visible flame, building damage, injury or death to SUNY Buffalo's EHS at 716-829-3301. The Permittee shall also immediately report any accidental releases of Hazardous Materials to SUNY Buffalo's Police at 716-645-2222. For downtown properties, the Permittee shall also report the release to building security and call 911. In such an event, the Permittee must also report to SUNY Buffalo's EHS at 716-829-3301. IN THE EVENT OF AN EMERGENCY ALWAYS CONTACT EMERGENCY PERSONNEL IMMEDIATELY FOR ASSISTANCE. ON UB NORTH OR SOUTH CAMPUS CONTACT THE UNIVERSITY POLICE AT 716-645-2222. AT ALL OTHER LOCATIONS, CALL 911.
- b. Permittee will promptly respond to and accurately report via periodic surveys conducted by SUNY Buffalo, the use of any chemicals on the Department of Homeland Security Chemical Facility Anti-Terrorism Standard (CFATS) list, the quantities used and the location stored.

- c. Permittee will report to SUNY Buffalo's EHS any use of an automated external defibrillator (AED) on the Premises or within SUNY Buffalo's space.
- d. Lab Hazard Door Posting. On or before occupying or using any lab space in or about the Premises, the Permittee must submit a general lab description and 24-hour emergency contact information to SUNY Buffalo's EHS. This submission may be made online at the EHS website: <http://www.buffalo.edu/facilities/ehs/lab-safety/lab-door-signs.html>. SUNY Buffalo's EHS will use the information to create a laboratory door sign posting. The Permittee must use SUNY Buffalo-provided lab door sign posting and shall not use any additional door signs to describe the hazards of the lab unless written approval is granted by SUNY Buffalo. If the information on the door sign must be updated, it is the Permittee's responsibility to request an updated door sign and provide SUNY Buffalo's EHS with any information required to prepare the sign.

10. Storage of Permittee's Supplies

- a. Security for stored materials shall be the responsibility of the Permittee.
- b. Storage of materials is not permitted on the roof of any building.
- c. Access to the Premises for delivery of large materials and equipment must be pre-approved by SUNY Buffalo and the delivery date, time and location shall be conveyed to the vendor prior to arrival at SUNY Buffalo. Temporary parking for the loading and unloading of the same shall be arranged with prior approval of SUNY Buffalo.



**EXHIBIT G**  
**Building-Specific Memorandum**

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