

BUFFALO WATER BOARD MINUTES
October 8, 2025

MEMBERS PRESENT:

William L. Sunderlin
Debbie Lombardo *(video remote)
Scott Billman
Bill Hanley
Tim Donovan
Brian Gould *

OTHERS PRESENT:

Peter J. Merlo
John D. McMahon
David Hill
Fouad Arab
Charles C. Martorana
Stephen Waldvogel
Doug Fultz
Damond Rand
Kelly Leeb
Bill Ferguson
Damon Sykes
Dustin Steiner
Connor Bannochie
Matthew Adam
Zachary Cox
Jeff Mays
Pat Thornton
Carol Burns
Mamie Chavelle Walker-Knight

The regular monthly meeting of the Buffalo Water Board (BWB) was called to order at 9:00 A.M.

1. Motion by Mr. Billman, seconded by Mr. Donovan, to approve the agenda. Approved.
2. Motion by Mr. Hanley, seconded by Mr. Billman, to approve the minutes of the September 10, 2025, meeting. Approved.
3. Public Comment: Mr. Martorana, legal counsel for the Buffalo Water Board, thanked Ms. Foti, retiring rate consultant for the Buffalo Water Board for her over 30 years of dedicated service to the Buffalo Water Board. She will be greatly missed. This sentiment was echoed by numerous others in attendance. Ms. Walker-Knight asked for a response to her request for ROLL Program assistance at her property. The Buffalo Water Board indicated that she has a housing court issue that needs to be resolved before the Buffalo Water Board can consider her request.
4. Staff Update: Mr. Hill, with Veolia Water, provided a staffing update to the Buffalo Water Board.
5. Motion by Mr. Billman, seconded by Mr. Donovan to approve a Resolution for Access and Use of Property at Kensington Avenue and Grider Street, Buffalo, New York and the attached Agreement by and Between the Buffalo Water Board, City of Buffalo and Cultrue, Inc. Approved. (See attached Agreement and Resolutions).
6. Upon the recommendation of the Principal Engineer of the Division of Water and the engineering consultant Arcadis, motion made by Mr. Hanley, seconded by Mr. Billman, to authorize a change order contract time extension with State Group, for improvements to the gravity thickeners Project (contract #930028). The revised project completion date will be June

30, 2026. The project and contract will continue to be administered by the City of Buffalo, Division of Water. Approved.

7. Upon the recommendation of the Principal Engineer of the Division of Water, motion made by Mr. Donovan, seconded by Mr. Billman to authorize a contract increase in an amount not to exceed \$5,000 with Greenman-Pedersen, Inc. for additional work to be done at the City of Buffalo Grover Tank (contract #93003397). The project and contract will continue to be administered by the City of Buffalo, Division of Water. Approved.
8. Motion by Mr. Billman, seconded by Mr. Hanley to approve a General Release of the Buffalo Water Board Regarding Settlement and Payment of Claims as recommended by the City of Buffalo Corporation Counsel in an amount of \$7,220.00. Approved. (See attached documents).
9. Motion made by Mr. Hanley, seconded by Mr. Billman, to authorize and fund an increase for services as part of the Management Agreement dated as of July 1, 2020, with Veolia Water, specifically the Spoils Limit Account in an amount not-to-exceed \$100,000.00 (bringing the total allocation to \$150,000.00) to extend through June 30, 2026. These projects and services will continue to be administered by the City of Buffalo, Division of Water, as part of the Management Agreement with Veolia Water. Approved.
10. Motion made by Mr. Billman, seconded by Mr. Donovan, to authorize and fund an increase for services as part of the Management Agreement dated as of July 1, 2020, with Veolia Water, specifically the High Priority Repairs & Lead Services Limit Account in an amount not-to-exceed \$2,000,000.00 (bringing the total allocation to \$4,587,892.72) to extend through June 30, 2026. This work will exclude any new work orders for Replacement of Old Lead Lines (ROLL). The Buffalo Water Board also determined to pause any new replacement projects in the ROLL Program effective immediately. These existing projects and services will continue to be administered by the City of Buffalo, Division of Water, as part of the Management Agreement with Veolia Water. Approved.
11. Mr. Waldvogel of GHD Consulting Services, Inc. delivered a report of GHD's on-going professional services to assist the Buffalo Water Board on several projects, including: (a) GHD has engaged in meetings and work with the City of Buffalo Comptroller's Office in preparation for a proposed bond issuance in January 2026; (b) GHD is continuing to update the Get Water Wise web site with important Buffalo Water related information; (c) GHD is continuing to provide engineering and oversight services at Colonel Ward Treatment Facility, for among other matters, the electrical upgrades at the plant, and construction of the Berm project to protect the Colonel Ward Treatment Facility, including the repair of Outfall No 6. GHD continues to participate in weekly contractor meetings for work at Ralph C. Wilson Centennial Park.
12. Mr. Hill of Veolia Water presented Veolia Water's monthly Management Report. Mr. Hill reported that Customer Service Center Agents continue to process applications for the Pathways to Affordable Water programs that guide customers to options that may reduce their water bills. At the end of September 2025, 2,047 customers received reduced bills from the Residential Affordable Water Programs (RAWP), and 4,419 senior citizens are receiving assistance from the Senior Discount Program. Mr. Hill reported that 113 customers are enrolled in a payment plan originated by Promise Pay and 477 customers are enrolled in a payment plan originated by Buffalo Water. Mr. Hill identified that 34 residential water services were replaced in the month of September under the Replace Old Lead Lines (ROLL) Program.

Mr. Hill reported that \$3.97 million in revenue was received in September 2025 as compared to budgeted estimates of \$4.64 million for September 2025.

Motion by Mr. Hanley to enter Executive Session to discuss litigation matters. Seconded, by Mr. Billman. Approved.

Motion by Mr. Hanley to exit Executive Session. Seconded, by Mr. Gould. Approved.

Motion by Mr. Hanley, seconded by Mr. Gould to adjourn at 11:51 A.M. Approved.

*Note: Brian Gould participated for a portion of the meeting in person and Debbie Lombardo attended via video remotely.

The Buffalo Water Board members and staff will be present in person at the next meeting, which is scheduled for Wednesday, November 12, 2025, at 9:00 A.M.

Buffalo Water Board meetings are held in accordance with the New York State Open Meetings Law, Article 7 of the Public Officers' Law. The agenda will be posted on www.Buffalowater.org in advance of the meeting and will provide time for public comment. The public are invited to attend in person or by remote video and audio conference. A computer access "MS Teams" link and a Toll-Free Conference Call Telephone Number will be provided in advance of the meeting. See www.Buffalowater.org or call 716-851-9626 for more information.

**Buffalo Water Board Resolution for Access and Use of Property at
Kensington Avenue and Grider Street, Buffalo, New York**

WHEREAS, the Buffalo Water Board (the “Water Board”) is the owner of certain real property improved by a Water Tower located at the intersection of Kensington Avenue and Grider Street in the City of Buffalo, New York as more particularly described in a Deed recorded in Liber 10581 of Deeds at Page 605 (Schedule A, Parcel G) in the office of the Erie County Clerk (the “Property”); and

WHEREAS, Cultrue, Inc. has requested access to the Property for purposes of installing certain improvements, including a concrete pad around and about the Water Tower and artwork denominated as The Elders Circle (the “Project”); and

WHEREAS, the Water Board is willing to grant Cultrue, Inc. access and permission to use the Property to install the improvements in accordance with the terms and conditions set forth in the proposed Agreement by and between the Water Board and Cultrue, Inc. (the “Project Agreement”), which includes Exhibit A with maps identifying the location of the Project, and Exhibit B which includes a copy of Funding Agreement with the City of Buffalo, Department of Police and Cultrue, Inc., dated as June 1, 2025; and

WHEREAS, the Water Board as Lead Agency pursuant to the State Environmental Quality Review Act (“SEQRA”) has determined that the Project is a Type II action which will not have any significant adverse impact on the environment, and the Project as designed will not materially impair the operation or maintenance of the Water System, and constitutes a Permitted Encumbrance as provided in the Operation Agreement dated as September 24, 1992 by and between the City and Water Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Water Board hereby determines that the Project constitutes a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), as it involves minor activity of installing a concrete pad on currently vacant surface area and installing artwork on such concrete pad, in accordance with directions and terms and conditions established by the Water Board and City of Buffalo, while safeguarding the Water Board Water System, without any significant adverse environmental impacts, and the Project as designed will not materially impair the operation or maintenance of the Water System, and constitutes a Permitted Encumbrance as provided by the Operation Agreement dated as of September 24, 1992 by and between the City and Water Board.
- 2) The Water Board does hereby authorize the Chair, Vice-Chair of the Water Board, and the City of Buffalo Commissioner of Public Works, Parks and Streets or their designated representatives, upon the advice of legal counsel, to negotiate the terms and conditions of the Project Agreement, and to execute and deliver the Project Agreement, and any contracts, instruments or other documents, which upon the advice of legal counsel, are necessary and appropriate to execute, deliver and/or record the Project Agreement, and to take such other action as deemed necessary and appropriate in furtherance of and consistent with this Resolution.

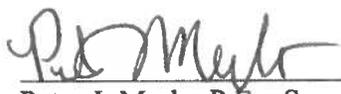
STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

I, the undersigned for and on behalf of the Buffalo Water Board (the "Board"), DO HEREBY CERTIFY that I have compared the annexed extract of the minutes of the meeting of the Board, including the resolution contained therein, held the 8th day of October 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Board and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters referred to therein.

I FURTHER CERTIFY that (A) all members of said Board had due notice of said meeting, (B) said meeting was duly held pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and public notice of the time and place of said meeting was duly given in accordance with such Article 7, (C) there was a quorum of the members of the Board present throughout said meeting, and (D) the said resolution was offered by Scott C. Billman, and seconded by TIMOTHY DONOVAN, and was adopted by unanimous vote of the Buffalo Water Board.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of October 2025.



Peter J. Merlo, P.E., Secretary
Buffalo Water Board

SITE ACCESS AND PUBLIC ART PROJECT AGREEMENT

THIS SITE ACCESS AND PUBLIC ART PROJECT AGREEMENT (the “Agreement”) is entered into by and between **CULTRUE, INC.**, a not for profit corporation organized and existing under the Laws of the State of New York with principal offices at 51 Roswell Road, Buffalo, New York 14215-1811 (the “Cultrue”) and **BUFFALO WATER BOARD**, a body corporate and politic, constituting a corporate municipal instrumentality and public benefit corporation of the State of New York with offices at 502 City Hall, 65 Niagara Square, Buffalo, New York 14202 (the “Water Board”) and the **CITY OF BUFFALO**, a domestic municipal corporation of the State of New York with principal office at 201 City Hall, 65 Niagara Square, Buffalo, New York (the “City”).

WITNESSETH:

WHEREAS, the Water Board is the owner of certain real property commonly known as 667 Kensington Avenue, improved with a Water Tower located at the intersection of Kensington Avenue and Grider Street in the City of Buffalo, New York as more particularly described in a Deed recorded in Liber 10581 of Deeds at Page 605 (Schedule A, Parcel G) in the office of the Erie County Clerk, and as depicted on a sketch by LEGBA, Inc. dated August 17, 2025 attached hereto and made a part hereof as **Exhibit “A”** (the “Property”); and

WHEREAS, Cultrue has obtained a grant from the City Department of Police to address factors contributing to crime in the City (the “GIVE Grant”) and has requested access to the Property for purposes of installing certain improvements, including a concrete pad adjacent to the Water Tower and artwork referred to as “The Elders Circle” or as the “Project”) as part of the implementation of the GIVE Grant, as more particularly described in a certain funding agreement with the City of Buffalo, Department of Police and Cultrue, Inc., a copy of such agreement, together with its exhibits is attached hereto and made a part hereof as **Exhibit “B”** (the “Funding Agreement”); and

WHEREAS, as part of the GIVE Grant, Cultrue has represented that The Elders Circle is a work of visual art authored by Wajed, LLC, covered by 17 U.S.C. §106(a) (“VARA”), and that the human element of showing respect and on-going care for The Elders Circle is part of the public art, and part of the positive impact the public arts to channel to the community; and

WHEREAS, the Water Board is willing to cooperate with the City Department of Police and the City of Buffalo Arts Commission to install The Elders Circle and develop a plan for on-going maintenance of the Property as improved by The Elders Circle and is willing to grant Cultrue limited, non-exclusive and revocable access and license to install and maintain the Project and to occupy a portion of the Property in accordance with the terms and conditions set forth in the Funding Agreement and this Agreement; and

WHEREAS, the Water Board as Lead Agency pursuant to the State Environmental Quality Review Act (“SEQRA”) has determined that the Project is a Type II action which will not have any significant adverse impact on the environment, and the Project as designed will not

materially impair the operation or maintenance of the Water System, and constitutes a Permitted Encumbrance as allowed by the Operation Agreement by and between the City and Water Board.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context requires otherwise, the following capitalized terms in this Agreement shall have the following meanings:

“Arts Commission” means the City of Buffalo Arts Commission.

“Authority” means the Buffalo Municipal Water Finance Authority established pursuant to the State Public Authorities Law Section 1048-a *et seq.* (the “Water Board Act”).

“Authorized Party” or collectively the “Authorized Parties” means Cultrve, and each individual volunteer, employee, agent, architect, engineer, inspector, contractor, representative or invitee of Cultrve.

“Casualty Event” means any damage to the Water System caused by fire, storm, earthquake, tornado, natural flood (as distinguished from a flood caused by a broken pipe, pump or similar device), natural disaster or other sudden, unexpected or unusual occurrence.

“City” means the City of Buffalo, New York.

“Commissioner” means the City Commissioner of Public Works, Parks and Streets, or his designee. The Commissioner, or his designee shall also be referred to as the Representative of the Water Board and responsible for the management of this Agreement on behalf of the Water Board and the City.

“Consultant Engineer” means the professional engineer retained by the Water Board.

“Effective Date” means the date when all Parties have signed and delivered this Agreement.

“Environment” means, without limitation, any water or water vapor, any land including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

“Environmental Law(s)” mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes and ordinances relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production, release or disposal of Hazardous Materials, or of any material or substance which could pose a hazard to health and safety to the occupants, operators and users of the premises and/or other persons and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

“Hazardous Material(s)” includes, without limitation, asbestos, urea formaldehyde foam, polychlorinated biphenyls, any flammable materials, explosives, radioactive materials, pollutant, contaminant, hazardous materials, hazardous wastes, hazardous or toxic substances or related material defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), The Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), and in the regulations adopted, guidance manuals and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, regulation or guidance manuals and publications relating to the storage, treatment, generation, transportation, processing, handling, production, release or disposal thereof pursuant to Environmental Laws.

“Party” or “Parties” means any one of the Authority, the Water Board, the City or Cultrve or their respective successors or assigns.

“Public Entity” means either the Authority, the City or the Water Board, as the context may provide, and collectively they may be referred to as the “Public Entities.”

“State” means the State of New York.

“Term” of this Agreement shall commence as of the Effective Date and shall expire on September 30, 2035, unless sooner terminated by the Water Board or Cultrve: (i) by giving the other Party thirty (30) days prior notice to termination; or (ii) immediately in the event Cultrve is in material breach of this Agreement. This Agreement may be renewed or extended for additional time or otherwise amended by mutual agreement of the Parties.

“Water System” means collectively, but is not limited to, the water supply system, water plant, pumping stations, water storage facilities, water distribution system, barracks, meters, the billing and customer service facilities and each of their respective component parts as such terms are further defined and described in the Water Board Act.

“Water Tower” means the current structure and all exterior building and interior improvements located on the Property owned and used by the Water Board to provide water pressure in the Water System.

2. **ACCESS**. Subject to Cultrve’s compliance with the terms, conditions and limitations set forth herein, the Water Board hereby grants a limited, non-exclusive and revocable right of access, use and occupancy of the Property, in common with the Water Board and the City, and authorizes Cultrve and the other Authorized Parties to enter upon the Property, in the areas designated by the Public Entities, as follows:

(a) **Initial Access**: Temporary access and use commencing upon the Effective Date of this Agreement and until August 31, 2026 (the “Project Completion Date”), between the hours of 7:00 a.m. and 8:00 p.m., seven days per week, or such other time as the Commissioner may allow or restrict, for the sole purposes of site investigations, inspection, planning, design, construction, storage of vehicles, equipment, placement of construction materials solely used for the Project.

(b) **On-Going Access**: After the Project Completion Date, unless otherwise

modified, Cultrue may invite the general public to access the areas of the Property designated by the Commissioner as open to the public for viewing and use of The Elders Circle as designed as a work of art. In addition, the Authorized Parties may have access to the Property, in collaboration and upon coordination with the City, for on-going inspections, maintenance, repairs, and replacement. Cultrue shall notify the Commissioner at least three days in advance of any plan to access the Property to perform any maintenance, repairs, and replacement.

(c) **Access Limitations:** It is understood and agreed that the access authorized by this Agreement shall be strictly limited to those activities specified herein and that no vested right in the Water Board's Property or the Water Tower or Water System is hereby granted or conveyed to Cultrue or the other Authorized Parties by this Agreement. The Water Board and the City will identify and mark certain areas within the Property where The Elders Circle or other components of the Project may be installed and that the Authorized Parties may have access and use, and other areas where the Water Board and the City has prohibited or significantly restricted access and use by the Authorized Parties (collectively the "No Access Areas"). Designation of the No Access Areas shall be within the sole discretion and judgment of the Water Board and the City with the purpose to protect the Water System or any infrastructure from any harm or damage. Cultrue, for itself and its Authorized Parties hereby acknowledges that the Property is improved with a Water Tower that among other things, provides vital and significant benefits to the Water Board's customers and is connected to underground water pipes and appurtenances that are an integral and essential component of the Water System, and agrees to exercise the rights given by this Agreement with that knowledge and will use the utmost care and protection of the Water System and the Property.

(d) **Coordination of Access:** The Parties shall coordinate the access to the Property, as provided in Sections 2, 3, 4 and 5 of this Agreement with Wajed LLC, attention Alexa Wajed, or her designee, and the Commissioner. The Parties shall share and confirm their respective contact information to facilitate regular communication.

3. CONSTRUCTION OF THE PROJECT.

(a) All rights granted hereunder shall be subject and subordinate to the paramount rights of the Public Entities to occupy and use the whole or any part or parts of its Property and the right of the Public Entities to authorize the occupancy or use by others of any portion or portions of the Property for any purpose or purposes whatsoever. The Parties acknowledge that the Commissioner, or his designee shall be the authorized representative of the Water Board and the City to represent the interests of the Water Board and the City in the performance and conduct of the Project and the management of this Agreement. Cultrue and the other Authorized Parties shall cooperate with the Commissioner and Veolia Water North America-Northeast LLC, ("Veolia"), or any successor thereto, as the professional manager of the Water System, and perform this Agreement in compliance with any directives or guidance issued by the Commissioner or Veolia.

(b) Prior to commencing any construction on the Property, Cultrue shall deliver a complete set of plans and specifications to the Commissioner, providing sufficient detail describing the Project, and such other information or documents as the Commissioner may request in his reasonable discretion to facilitate a review of the Project and permit a determination of structural integrity and compatibility of the Project with the Water Tower

and other Water System infrastructure. The Commissioner shall promptly review such plans and specifications and collaborate with such other City personnel as he deems appropriate to authorize construction on the Property.

(c) Cultrue shall inspect the Property and arrange for an assessment of any above ground and underground utilities or infrastructure that require protection or that may be adversely affected by the Project and coordinate with the Commissioner to eliminate or minimize any adverse impacts that may be caused by the Project. Cultrue shall provide copies of all reports, data, analytical notes and other feasibility findings from its investigation of the feasibility and installation of the Project to the Commissioner, and such other Project related information as the Commissioner may request in his reasonable discretion.

(d) In the event the Project is not completed by the Project Completion Date, the Water Board reserves the right to terminate this Agreement, upon written notice delivered to Cultrue, and all of the rights granted hereby shall be terminated without any further administrative or judicial process. Upon receipt of such notice of termination, Cultrue shall remove and/or cause the Authorized Parties to remove all of its and/or their equipment, tools, vehicles, supplies and materials from the Property, and restore the Property, as reasonably feasible to the same condition or functionally equivalent condition that existed prior to the commencement of the Project. In the event Cultrue fails to complete such removal of equipment, tools, vehicles, supplies and materials by the end of the Project Completion Date or such other time allowed by the Water Board, the Commissioner may undertake the removal of any and all of Cultrue's or its Authorized Parties equipment, tools, vehicles, supplies and materials from the Property, which may be retained, sold or otherwise disposed of by the Water Board or the City, without any accounting or liability for compensation or damages to Cultrue or its Authorized Parties.

(e) In the event the Commissioner determines that removal of all or a part of The Elders Circle is necessary or appropriate due to an emergency response, or otherwise necessary to protect or preserve the optimal functioning of the Water Tower or Water System infrastructure, the Commissioner shall provide advance notice to Cultrue and consult with Cultrue, to the extent feasible under the circumstances, and may undertake such removal, in whole or in part as he determines in his sole discretion. If such action is necessary, the Commissioner and Cultrue will confer, to the extent feasible under the circumstances, with the Buffalo Arts Commission and determine the least destructive means of removal and preservation of The Elders Circle. In any event, the Commissioner's determination as to action to be taken shall be within the Commissioner's sole discretion.

4. **INSPECTION**. Prior to entry onto the Property, the Commissioner and Cultrue and its Authorized Parties shall mutually agree on the dates and times for the performance of the Project, and plan for the use of the Property, including the designation of areas for access and NO Access Areas. The Commissioner, at his election, may have an inspector present whenever any activities are conducted pursuant to this Agreement, and such inspector shall have the right and authority to require the modification or cessation of any such activities when, in his or her judgment, such activities are not being conducted in conformance with the provisions of this Agreement, are contrary to or in excess of the Project, or are being conducted in a manner which presents a danger to any person or an unreasonable risk of harm to the Water Tower, Water System and/or the Water Board's Property. The presence or absence on any occasion of any inspector on

behalf of the Water Board or the City shall not constitute a waiver of this provision as to any subsequent occasions of access or aspects of the Investigation.

5. **MAINTENANCE.**

(a) Cultrue shall be responsible to maintain The Elders Circle during the Term of this Agreement. As part of the initial construction, Cultrue shall retain the sum of \$10,000 from the GIVE Grant, and hold such funds in trust for the benefit of the Project to address any additional work that may become necessary in the first or subsequent year after the Project Completion Date for repairs or maintenance of The Elders Circle. In addition, Cultrue shall work with the Arts Commission and the Buffalo Police Department to assess and, when circumstances merit, obtain additional funding to enable Cultrue to engage in preventative and responsive maintenance during the Term. In the event that Cultrue cannot obtain sufficient funding for Project maintenance Cultrue shall notify and confer with the Commissioner as soon as possible and develop a plan for funding maintenance of the Project during the Term of this Agreement.

(b) Maintenance shall be preventative and responsive and shall include, but not be limited to the following:

- 1) Power washing concrete,
- 2) Appropriate cleaning for sculptures,
- 3) Replacement of broken or stressed metal,
- 4) Edging the area between the grass and installed walkways,
- 5) Inspection and cleaning of signage,
- 6) Remediation of any marks or graffiti, and
- 7) Organizing and sponsoring routine events gathering the community at the site, organized in connection with the Buffalo Police Department, neighborhood leadership, engaging local youth to honor and protect The Elders Circle.

6. **LIABILITY AND RELEASE, REPRESENTATIONS AND WARRANTIES.**

(a) Notwithstanding any other provision herein, neither the Water Board, the Authority nor the City shall have any liability for any costs and expenses incurred directly or indirectly by Cultrue or any Authorized Parties in the performance of the Project. Cultrue, for itself and all Authorized Parties acknowledge that the Water Tower and the Property may have deficiencies in how it has been maintained, may contain asbestos and other Hazardous Materials and may be unsafe to humans. Cultrue agrees to conduct any necessary investigation or inspection of the Property and area where it will install The Elders Circle Project, and agrees to accept the Property in its present condition **AS IS, with all faults and defects**, if any, and without any expectation that the Authority, the City or the Water Board will repair, improve or make the Water Tower or the Property safe or useful for the Project. Cultrue agrees that it is proceeding with the Project, at its own risk and assumes all risk, both known and unknown, and hereby releases the Authority, the City, the Water Board and Veolia and all of their respective directors, officers, employees,

agents and contractors from any and all liability, injuries, damages, claims, lawsuits, actions of whatever kind or description in connection with or arising from its entry on to or exit from the Property, presence on the Property or the conduct of the Project.

(b) Cultrue represents and warrants that it has not relied upon, to its detriment or otherwise, any information, belief, opinions or statements (oral or written) by any person, employed or otherwise connected to the Authority, the City, the Water Board or Veolia with regard to the safety or condition of the Water Tower, the Property or the Project. If, during the exercise of the rights granted herein, Cultrue or any of its Authorized Parties generate any Hazardous Materials, whether directly or indirectly as a result of their activities, Cultrue shall take full and complete responsibility for the proper characterization, handling and ultimate disposal of those Hazardous Materials in accordance with applicable Federal, State or Local laws. Cultrue shall designate itself as the "generator" with respect to the handling of any Hazardous Materials encountered during the exercise of the rights granted herein. Cultrue shall provide copies of any and all test reports, disposal records and communications with any regulatory agency with respect to the characterization, handling and disposal of any Hazardous Materials on and/or at the Property.

(c) Cultrue represents, warrants and covenants that Cultrue: (1) is a charitable, not for profit corporation organized and existing in good standing under the laws of New York State; (2) has experience leading significant grant funded public art installations; (3) the Elders Circle is an original composition that does not infringe upon or adversely affect the intellectual property of any other person or party whatsoever; (4) it has received the funds from the GIVE Grant, (5) the GIVE Grant is not subject to reimbursement, (6) otherwise has sufficient funds to construct and complete the Project in accordance with the plans and specifications approved by the Commissioner, and (7) it will not pledge or hypothecate the Elders Circle or any portion of the project as security or grant any liens against the Project. Upon completion of the construction, and acceptance of the Project by the City, Cultrue will be deemed to have donated the Project to the City, and convey all right, title and interest in the Project to the City, free of any liens or encumbrances, without any further instrument or documentation.

7. **COMPLIANCE.** In performing the Project, Cultrue shall comply with all applicable federal, state and local laws, including municipal ordinances, as well as with all applicable rules, regulations, orders and government mandates, including, but not limited to, the Occupational Health and Safety Act ("OSHA") and all applicable environmental, health and safety laws and regulations. In addition to the foregoing, Cultrue shall provide and warrant that its Authorized Parties shall use all occupational health and safety protection devices and clothing as required by applicable law and in accordance with industry standards for Cultrue and others under the Cultrue's control or right of control and cause each individual volunteer, employee, agent, contractor, representative or invitee of Cultrue who enters on the Property in furtherance of the Project to comply with applicable law. Upon request, Cultrue shall provide documented proof of such compliance to the Commissioner.

8. **PERMITS.** Cultrue shall obtain, at its own expense, all licenses or permits for the conduct of the Project, if any are necessary, prior to the commencement of the Project. Upon completion of the Project or sooner termination of this Agreement, Cultrue shall reassemble,

replace, restore and/or repair any part(s) of the Water Tower or the Property that Cultrue has disturbed or disassembled to the condition, as near as possible, as before undertaking the Project.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, and notwithstanding the presence, absence, disclaimer, cancellation or lapse of insurance coverage, Cultrue shall for itself, and shall cause all contractors and sub-contractors that it engages on the Project protect, to defend, indemnify, save and hold harmless the Water Board, the Authority, the City and Veolia, and their respective directors, officers, employees, agents and contractors against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs, damages, and expenses, including attorneys' fees, for injury (including death) to any person or property caused by an act or omission of Cultrue or its employees, agents, contractors, subcontractors or invitees in, upon, at or from the Property arising in any manner in connection with Cultrue and its Authorized Parties' performance of the Project or the covenants, representations and warranties of this Agreement, or resulting from the negligence or carelessness, active or passive of Cultrue or its Authorized Parties, in the supervision or performance of any services or work performed under this Agreement, including without limitation any environmental impairment or damage to the Project or the Property. This Section 9 shall survive the termination or expiration of this Agreement. In addition to and in furtherance of the forgoing indemnity, the insurance coverage described herein, shall include language that states that the insurance carrier(s) will defend the Public Entities from and against any and all claims arising or resulting from this Agreement. Furthermore, the whole or so much of the money to become due under this Agreement, shall be considered necessary by the Public Entities, and may be retained by them until all suits or claims for damages have been settled or otherwise disposed of, and any evidence to that effect furnished to the satisfaction of the Public Entities.

10. **INSURANCE.** For purposes of this Agreement, Cultrue shall obtain, maintain, and deliver to the Commissioner, satisfactory evidence of insurance coverage in the amounts and coverage types set forth on attached Exhibit "C" hereto, which shall name the Authority, the City, the Water Board and Veolia as additional insured parties on a primary, non-contributory basis. Cultrue shall require all contractors and sub-contractors it engages on the Property to provide the same insurance coverage as shown on Exhibit "C" which shall name the Authority, the City, the Water Board and Veolia as additional insured parties on a primary, non-contributory basis. Prior to commencing the Project, Cultrue shall provide the Water Board with a Certificate of Insurance identifying the policies issued as required hereunder and confirming that those policies name the Authority, the City, the Water Board and Veolia as additional insured parties on a primary, non-contributory basis, and otherwise comply with the requirements of Exhibit C attached hereto.

11. **TERMINATION.**

A. Upon termination or expiration of this Agreement, Cultrue shall return to the Commissioner, all keys, access codes or any property or equipment belonging to the City or Water Board.

B. Cultrue disclaims the existence of any landlord-tenant relationship, confirms that Cultrue does not have any possessory or beneficial interest in the Property and that its right to use the Property is at the will of the Water Board, subject to the terms of this Agreement. In the event Cultrue does not remove its personal property from the Property at the termination or

expiration of this Agreement, such personal property shall be deemed abandoned. The Commissioner is hereby authorized to retain or dispose of such property as the Commissioner may in his discretion determine to be in the best interests of the Water Board and the City. Cultrue shall be liable for and shall pay all reasonable expenses, including reasonable attorney fees and court costs to remove Cultrue, or its personal property, vehicles, equipment and materials or other Authorized Parties and their personal property, vehicles, equipment and materials from the Property after the termination or expiration of this Agreement.

C. Pursuant to the State Public Authorities Law Section 2875, the Water Board may terminate this Agreement upon the refusal by any officer, director or partner of Cultrue or Authorized Party, when called before a grand jury, head of a State department, temporary State commission or other State agency, the organized crime task force in the department of law, head of a City department, or other City agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

12. **BINDING AGREEMENT.** The rights, privileges, duties, and obligations of the Parties hereto under this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of said Parties, respectively. In the event of a conflict or inconsistent terms between this Agreement and the Project Funding Agreement, the terms of this Agreement shall govern and control the application and interpretation of this Agreement. The recitals in the preamble of this Agreement are deemed to be a part of this Agreement. All exhibits attached hereto are deemed a part of this Agreement.

13. **NO MODIFICATION OR ASSIGNMENT.** This Agreement contains the sole and entire agreement between the Parties with respect to the subject matter hereof and cannot be altered or amended except by written consent of both Parties. This Agreement may not be assigned, in whole or in part, without the express written consent of the other Party.

14. **SEVERABILITY.** In the event any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

15. **GOVERNING LAW.** This Agreement shall be governed and construed under the laws of the State of New York. The Parties agree to submit to the personal and subject matter jurisdiction of the Supreme Court of the State of New York. Venue for any dispute and any proceedings shall be in Erie County, New York. Notwithstanding the foregoing, upon mutual agreement, the Parties may attempt to resolve any disputes by alternative dispute resolution, including but not limited to, mediation and arbitration.

16. **CUMULATIVE RIGHTS AND REMEDIES.** The rights and remedies of the Parties under this Agreement shall be in addition to and cumulative of, and not in lieu or exclusive of, any other rights or remedies of the Parties pursuant to this Agreement or any other document required or executed pursuant to this Agreement, at law or in equity.

17. **NO WAIVER.** Failure by any Party to insist upon strict performance of any provision herein by the other Party will not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent default by such other Party, and no waiver by a Party will be effective unless it is in writing and duly executed by such Party.

18. **NOTICES.** Any notices to be given hereunder by either Party to the other may be made either by personal delivery in writing, overnight courier or by US Postal Service mail, registered or certified postage prepaid with return receipt requested. Upon mutual consent, the Parties may elect to exchange information and notices by electronic mail or transmissions, provided the sender can confirm that such electronic mail or transmissions are received by the intended recipient. All notices shall be addressed to the Parties at the addresses shown below, but each Party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed delivered as of time of actual receipt; express courier notices shall be deemed delivered as of the next day after sending by overnight delivery and mailed notices shall be deemed delivered as of three (3) days after mailing.

Notices to the Water Board shall be sent to:

Buffalo Water Board
Attn: Commissioner of Public Works, Parks and Streets
502 City Hall
Buffalo, New York 14202

Buffalo Department of Law
Attn: Corporation Counsel
1101 City Hall
Buffalo, New York 14202

Notices to Cultrue shall be sent to:

Cultrue, Inc. and Wajed LLC
Attn: Edreys Wajed and Alexa Wajed
51 Roswell Road
Buffalo, New York 14215-1811

19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

20. **EXCULPATION.**

A. **The Authority, the Water Board and the City.** All covenants, stipulations, promises, agreements and obligations of the Authority, the City and the Water Board contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Authority, the City and the Water Board and not of any member, director, officer, employee or agent of the Authority, the City and the Water Board in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer, employee or agent of the Authority, the City and the Water Board.

B. Cultrue. All covenants, stipulations, promises, agreements and obligations of Cultrue contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of Cultrue and not of any partner, director, officer, employee or agent of Cultrue in his/her or its individual capacity, and no recourse shall be had for any claim hereunder against any partner, director, officer, employee or agent of Cultrue.

21. JOINDER OF THE AUTHORITY. The Authority joins in and executes this Agreement for the limited purpose of accepting the indemnification and additional insured coverage provided and described in this Agreement.

22. PARTY AUTHORITY. Each Party represents and warrants that such Party has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions by any third parties, and this Agreement, when executed by the Parties, will constitute the valid and binding Agreement of the Party, as the case may be, in accordance with its terms.

23. THIRD PARTIES. Nothing herein, express or implied, is intended or will be construed to confer upon or give any person, other than the Parties and their respective successors and permitted assigns, any right or remedy under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
____ day of _____, 2025.

CULTRUE, INC.

BUFFALO WATER BOARD

BY: _____

BY: _____

NAME:

NAME:

TITLE:

TITLE: Chair

**BUFFALO MUNICIPAL WATER
FINANCE AUTHORITY**

CITY OF BUFFALO

BY: _____

BY: _____

NAME:

NAME:

TITLE: Chair

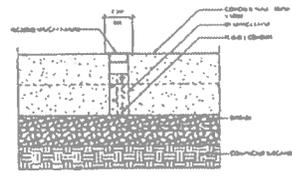
TITLE: Mayor

APPROVED AS TO FORM ONLY
By: City of Buffalo Corporation Counsel

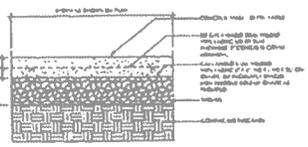
EXHIBIT "A"

SKETCH AND DESCRIPTION OF THE PROPERTY

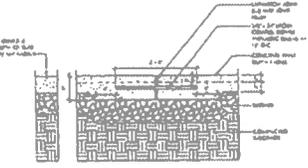
PLANTING SCHEDULE					
Type Item	Count	Spec	Contract Status	Low Bidder (Make)	Ref
1	1	10' ROUND ASPEN BARKY	Evergreen	Quality	18'
2	1	10' ROUND QUINCE	Deciduous	Quality	18'
3	1	10' ROUND HYDRANGEA	Deciduous	Quality	18'
4	1	10' ROUND BURNING BUSH	Deciduous	Quality	18'
5	1	10' ROUND RED TWIG DOGWOOD	Deciduous	Quality	18'
6	1	10' ROUND	Deciduous	Quality	18'



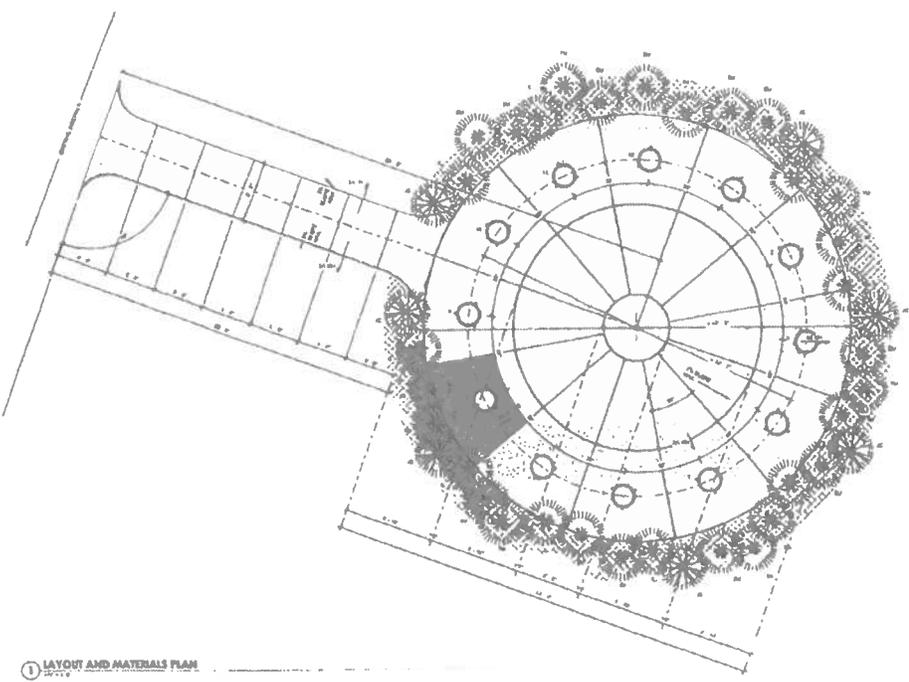
4 CONCRETE RECESSED LIGHT FIXTURE - TYP.



3 MEDIUM DUTY CONCRETE - TYP.



2 CONCRETE JOINTS - TYP.



1 LAYOUT AND MATERIALS PLAN

PERMANENT

Blairs Circle at 657 Kensington Ave

PROJECT BALANCE SHEET FOR CONSTRUCTION

PROGRESS PERCENT

8/17/2025

PLANNING & DETAILS

L101

EXHIBIT "B"
PROJECT FUNDING AGREEMENT

**AGREEMENT BETWEEN
CITY OF BUFFALO, DEPARTMENT OF POLICE
AND
CULTRUE, INC.
FOR GIVE-RELATED SERVICES
FOR THE CITY OF BUFFALO DEPARTMENT OF POLICE**

THIS AGREEMENT, hereinafter "Agreement" is made and entered into as of the 1st day of June, 2025 by and between the CITY OF BUFFALO, a municipal corporation organized under the laws of the State of New York, with offices located at c/o Buffalo Police Department, 68 Court Street, Buffalo, New York 14202, hereinafter referred to as the "CITY" or "City", and CULTRUE, INC. with offices located at 51 Roswell Road Buffalo, NY 14215-1811, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to secure the professional services of a not for profit arts organization to provide services required by and for the New York State Division of Criminal Justice Services (NYS DCJS) Gun Involved Violence Elimination (GIVE) Initiative grant program in the City of Buffalo, hereinafter referred to as the PROJECT, and

WHEREAS, the CONTRACTOR has the necessary and unique personnel and expertise to provide services for the PROJECT, and

WHEREAS, there is up to \$284,440.20 for Provider in GIVE XI grant funds available for this same objective, and

WHEREAS, the City of Buffalo Common Council approved the acceptance of the GIVE XI grant funds at its meeting on June 25, 2024, item 24-1033, and approved entering into contract with the CONTRACTOR at its meeting on July 8, 2025, item 25-1170.

NOW THEREFORE, the parties hereto agree as follows:

1. The terms, provisions and conditions set forth in this Agreement as well as the terms, provisions and conditions contained in the CONTRACTOR'S proposal as set forth on Exhibit I, the CONTRACTOR'S budget as set forth on Exhibit II, and the CONTRACTOR'S single source letter as set forth on Exhibit III, all attached hereto and made a part hereof, shall constitute the terms, provisions and conditions of this Agreement between the CITY and the CONTRACTOR.
2. INDEMNIFICATION AND HOLD HARMLESS. CONTRACTOR agrees to defend, indemnify and save harmless the City and City's officers and employees from and against all claims, suits, actions, damages, losses, and or costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the

person or property of another, or the property of the City, arising in any manner in connection with this Agreement and or resulting from the negligence or carelessness, active or passive, of the CONTRACTOR, CONTRACTOR's employees, agents and or subcontractors, in the performance of any and all services and or work performed under this Agreement. This provision shall include, but not be limited to, all losses, costs, and damages, which the City may suffer as a result of any negligent supervision of services or by reason of injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the CONTRACTOR or CONTRACTOR's employees, agents, or subcontractors, or the joint negligence, active or passive, of the CONTRACTOR and others, in the performance under this Agreement.

In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier(s) will defend the City from and against any and all claims arising or resulting from this Agreement. Furthermore, the whole, or so much of the money to become due under this Agreement as shall be considered necessary by the City, may be retained by City until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

INSURANCE COVERAGE REQUIREMENTS. The City requires the following insurance coverages from CONTRACTOR relating to this Agreement for services/work to be performed by CONTRACTOR. Note: The terms "City" and "CITY" and "City of Buffalo" shall each be deemed to include the City of Buffalo's departments, officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

Here are the Minimum Scope and Limits of Insurance:

(i.) Workers' Compensation Insurance and Disability Insurance:

With respect to all operations the CONTRACTOR performs, the CONTRACTOR shall maintain Workers' Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers' Compensation Insurance and Disability Insurance must be provided on their respective New York State approved forms. An ACORD form of insurance certificate is not acceptable as evidence of Workers' Compensation Insurance. Each certificate of insurance evidencing such coverages shall be submitted by the CONTRACTOR and must name the City of Buffalo as certificate holder on said certificates of insurance.

(ii.) Commercial General Liability Insurance:

With respect to all operations that the CONTRACTOR performs, the CONTRACTOR shall maintain Commercial General Liability insurance providing coverage for a total limit of not less than one million dollars (\$1,000,000) per occurrence. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the CONTRACTOR and must name the City of Buffalo as additional insured and certificate holder under said policy. The City of Buffalo must also be named as an additional insured under any excess/umbrella liability policy(ies) carried by CONTRACTOR.

(iii.) Commercial Automobile Liability Insurance:

With respect to any owned, non-owned, or hired vehicles, the CONTRACTOR shall carry Automobile Liability insurance providing coverage for at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the CONTRACTOR and must name the City of Buffalo as an additional insured and certificate holder under said policy.

(iv.) "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, CONTRACTOR shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of this Agreement.

CONTRACTOR shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following completion of this Agreement.

(v.) Acceptability of Insurers:

All of CONTRACTOR's insurance policies shall be written by insurance companies admitted in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City's Comptroller in his or her sole discretion.

(vi.) Subcontractors:

The CONTRACTOR shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All

certificates of insurance shall be provided to the Corporation Counsel's office as required herein and must be acceptable to the Corporation Counsel in her/his sole discretion.

(vii.) Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the CONTRACTOR shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the term of this Agreement. If the aggregate limit is eroded for the full limit, the CONTRACTOR agrees to reinstate or purchase additional limits to meet the minimum limits requirements stated in this Agreement. The premium shall be paid for solely by the CONTRACTOR.

(viii.) Deductibles and Self-Insured Retentions:

Any deductible(s) or self-insured retention(s) must be declared to the City in writing for City's review and the acceptability or unacceptability of those deductible(s) or self-insured retention(s) shall be subject to the sole discretion of the City. All deductibles or self-insured retentions are the sole responsibility of the CONTRACTOR to pay and/or to indemnify.

(ix.) Notice of Cancellation or Non-renewal:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by mail, has been given to the City.

(x.) Waiver of Governmental Immunity:

Unless requested otherwise by the City, the CONTRACTOR and the CONTRACTOR's insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

(xi.) Certificate(s) of Insurance:

As evidence of the insurance coverages required by this Agreement, the CONTRACTOR shall furnish certificate(s) of insurance to the City prior to the award of this Agreement and prior to the CONTRACTOR's commencement of work under this Agreement. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

3. The CONTRACTOR agrees that CITY has the unilateral right to terminate this Agreement at any time with or without cause and only pay CONTRACTOR for services satisfactorily ("satisfactorily" as determined by CITY) rendered for CITY through the date of termination.
4. The term of this Agreement is from June 1, 2025 through May 31, 2026 subject to CITY's unilateral termination rights.
5. The governing law shall be the laws of the State of New York. In the event of any dispute arising under this Agreement, the parties hereto expressly agree that the venue for such dispute shall be located in a court situated in Erie County, New York. All aspects of any disputes including but not limited to settlement discussions, examinations before trial, depositions and the like shall be held in Buffalo, New York.
6. In the event there are inconsistencies between the terms and provisions of this Agreement and the terms and provisions of the CONTRACTOR'S proposal, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement as of the day and year first above written.

John Keefron
approved
to form
6-27-2025

CITY OF BUFFALO

By: [Signature]

Commissioner of Police

Name: _____

Date: 8-13-25

STATE OF NEW YORK)

ERIE COUNTY) ss.:

CITY OF BUFFALO)

On 13th day of August in the year 2025, before me the undersigned, personally appeared Alphonso Wright personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and she/he acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer A. Franko

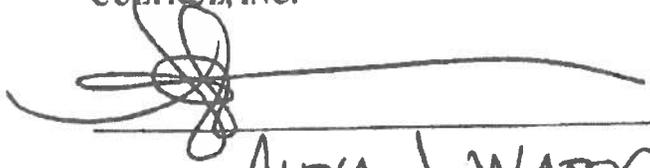
Commissioner of Deeds/Notary Public, Buffalo, New York

My Commission expires: March 6, 2028

JENNIFER A FRANKO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR633522
Qualified in Erie County
Commission Expires March 06, 2028

CONTRACTOR

CULTRIE, INC.



Print name: ALEXA J. WAJED

Title: EXECUTIVE DIRECTOR.

Date: 8/11/22

STATE OF NEW YORK)

ERIE COUNTY) ss.:

CITY OF BUFFALO)

On 11 day of August in the year 2025, before me the undersigned, personally appeared Alexa J. Wajed, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and she/he acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public. New York State

LYNETTE D. THORNTON
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01TH6378684
My Commission Expires Oct. 28, 2026

My Commission expires: 10/28/2026

CPTED Proposal - Kensington and Grider

Sculptural meaning:

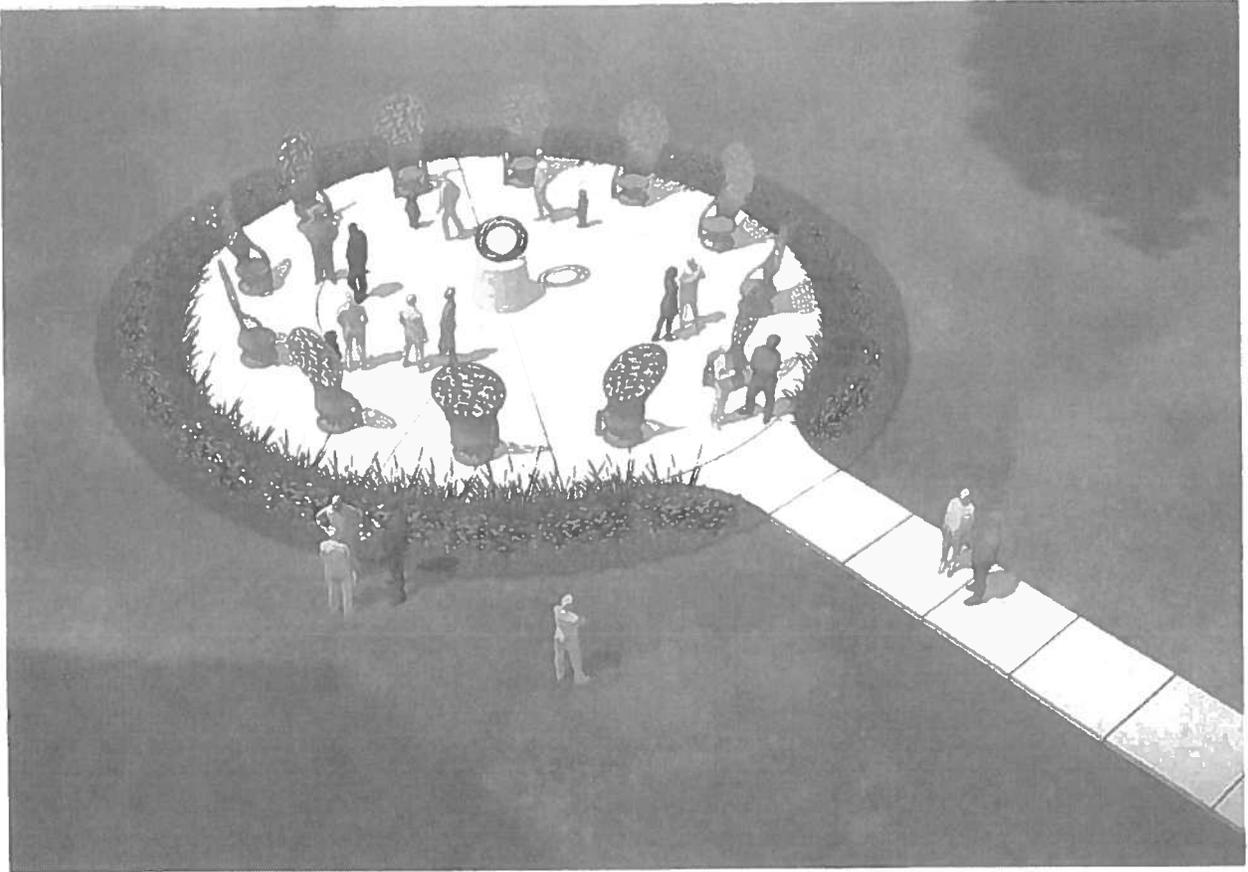
The sculptures are an ode and homage to nostalgia and memory of our elders and time spent in their domiciles/homes. The sculpture is an exaggerated version of the Rattan Peacock chair, a statement piece of furniture and staple in many homes across the country during the 1960's and 1970's. Many iconic photos are documented with individuals resting in the Peacock chair. The Peacock Chair, usually made from some sort of wood, rattan or bamboo with a form of wicker weaving. Weaving symbolizes a craft many cultures have in common, despite a variety of other differences. Whether we consider Polish, Celtic, African or Caribbean ethnicities, many of which live or once lived in the Kensington/Grider area, weaving played a role in their artisan communities, exemplified through a product like the Peacock chair. The chair symbolizes rest, community gathering, reflection and meditation. The design within the chair-back is a sunburst or sunrays, with the silhouette ultimately resembling a lightbulb, symbolizing "eureka" or "ideas," as in moments of enlightenment. These sculptures also intend to be supported with lighting, for them to shine as well as address safety in the space after sunset and streetlights activate.

The sculptures are framed within a concrete circle base with a directional pathway from the sidewalk. The circle is symbolic of community, and is lined by Perennials for minimal maintenance..

Other items to consider and are infused into this art sculpture:

- Restorative justice
- Promoting forgiveness
- Reintegration into the community
- Remind people of their goodness
- Focus on positive attributes:
- Community involvement:
- Symbolic meaning:

In *The Art of Forgiveness, Lovingkindness, and Peace*, Jack Kornfield describes an African forgiveness ritual: "In the Babemba tribe of South Africa, when a person acts irresponsibly or unjustly, he is placed in the center of the village, alone and unfettered. All work ceases, and every man, woman, and child in the village gathers in a large circle around the accused individual. Then each person in the tribe speaks to the accused, one at a time, each recalling the good things the person in the center of the circle has done in his lifetime. Every incident, every experience that can be recalled with any detail and accuracy, is recounted. All his positive attributes, good deeds, strengths, and kindnesses are recited carefully and at length. This tribal ceremony often lasts for several days. At the end, the tribal circle is broken, a joyous celebration takes place, and the person is symbolically and literally welcomed back into the tribe."



Why Eat Off Art?

Superficially, the water tower at the intersection of Kensington and Grider is simply a landmark of sorts, often used as reference for directions, proximity for close-by locations and visual cue for land navigation for the community. In 1981, Edreys and his older sister Sufana found themselves having to adjust to new surroundings and lifestyle, as their mother, recently divorced, relocated them from the Hamlin Park area, moving into their first single-family home, situated two blocks from the water tower. Pembroke Avenue, a one-way street, parallel with the 33, off of the Grider exit was home for Edreys, from age 8 to age 26.

As a child, moving into a new neighborhood and learning how to move about and through the streets, the water tower made acclimation simpler, as its stature made it easier to see home from afar, a beacon if you will. It made for easy reference when sharing the location of where he lived, "Near Central Park Plaza, over near the water tower."

The children in the community often congregated and assembled sports teams naturally by the streets they lived on, most often either football or basketball teams. Street pride, displayed in a

positive manner, where these teams would compete and clash in full contact football, no equipment, just plain-clothes, reckless ambition, hard heads and youthful athletic bodies. The water tower hosted years of street football rivalry with its greenspace. Many memories of meet-ups prior to youthful excursions, whether by foot or by bike. Summer days would permit a football game in the peak of day followed by a cool dip in the Kensington pool across the street from the tower.

We are deeply grateful for the opportunity to pay homage to this space and the community which significantly helped shape Edreys' youth, and well into his early adulthood. This project visually pays a nod and respect to "time," and love for community, as well as how the community make-up has naturally shifted over time. It also recognizes the clocks that were once affixed to the facade of the tower, the time spent playing at and around the tower and the memories past as they meld into memories soon to be created and overlapped with the future, given the installation of the sculptures.

Alexa and Edreys Wajed: Founders of Eat Off Art *(also see attached CV)*

Alexa and Edreys Wajed are the visionary founders of *Eat Off Art*, a dynamic, multi-dimensional creative agency based in Buffalo, NY. As artists, entrepreneurs, and community activists, they are committed to reshaping narratives around creative work and inspiring others to pursue sustainable, thriving careers in the arts.

Their presence has been felt across a range of influential platforms—from the University at Buffalo's Distinguished Speaker Series to major public art initiatives like the Freedom Wall and the Pride in Place Buffalo Initiative. Through *Eat Off Art*, they provide transformative experiences centered on creativity, food, and art, challenging the outdated notion of the "starving artist" and advocating instead for a reality of *thriving* artists.

As a family-owned and operated business, the Wajeds bring generations of artistic legacy to their work. Both come from lineages of thinkers, makers, and visionaries. Together, they are building a new legacy—one rooted in creative excellence and community empowerment.

Alexa Wajed is a multifaceted creative entrepreneur: a visual artist, jewelry designer, and chef. She offers virtual cooking classes and serves a dedicated clientele as a personal chef, with a passion for teaching healthy eating habits and mentoring youth. Her art—including abstract works and hand-painted jewelry—is sold online and featured in local shops and galleries.

Edreys Wajed, a Buffalo native, is a polymath of creativity—visual artist, musician, jewelry designer, educator, and entrepreneur. Known for his signature style and high-quality craftsmanship, Edreys has earned recognition in each of his endeavors. His diverse talents and dedication to creative excellence have made him a respected figure in both local and national art communities.

Their sons, also deeply creative, follow in their footsteps as visual artists, fashion designers, creative directors, and entrepreneurs.

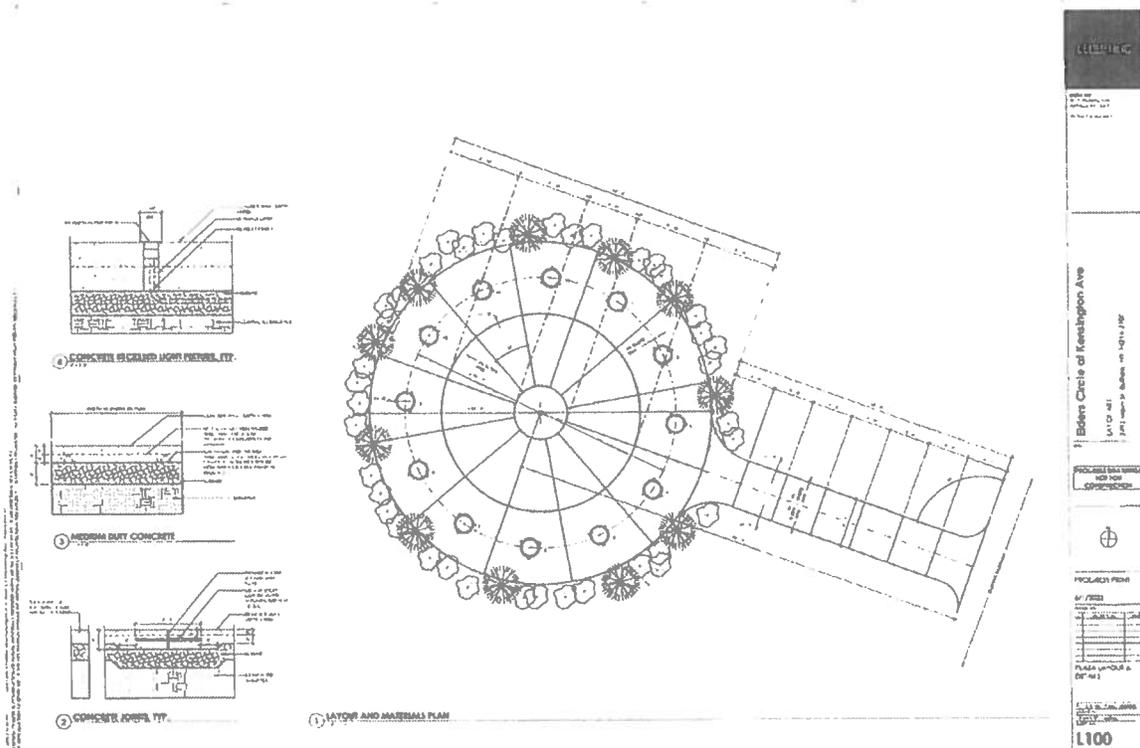
As described by Dr. Camilo Trumper, Associate Professor of History at the University at Buffalo:

“Together they are an unstoppable duo who make up *Eat Off Art*—bringing together creative engagement with food politics and the struggle for race and social justice through visual art, sound, and fashion, with a critical and creative genius that is truly unique.”

Before founding *Eat Off Art*, Alexa and Edreys operated a greeting card and stationery company for nearly two decades. This venture led to the opening of *Gallery 51* on Elmwood Avenue in the early 2000s—one of the few Black-owned businesses on the strip at the time.

Eat Off Art was born out of a rejection of the commonly accepted idea of the “starving artist.” Instead, Alexa and Edreys champion a new narrative—one of living abundantly and sustainably through creative expression. Their mission is to inspire others, especially fellow artists and creative families, to believe in the possibility of success, fulfillment, and financial sustainability through art.

Our main intent is to inspire others through our crafts, passions and endeavors to believe that there is a way to be successful, sustainable and profitable as artists, especially married artists, with creative children in tow.



Timeline:

Design Phase - Spring 2025
Concrete/Foundation - (July/August) Summer 2025
Electric Conduits installed - (July/August) Summer 2025
Lighting Installed - (July/August) Summer 2025
Fabrication of Chairs - Summer/Fall/Winter 2025
Powder Coating - Summer/Fall/Winter 2025
Installation of Chairs - Winter/Spring 2025/2026
Website of online documentation - Winter/Spring 2025/2026
Unveiling - QR codes and Plaques installed - Spring/Summer 2026

Art Team:

- Wajed, LLC dba Eat Off Art
<https://www.eatoffart.com>
- Mentor Shasti O'Leary Soudant
<https://shastiolearysoudant.com/>
- Technical Drawing Legba, inc - William Quintana
<https://burchfieldpenney.org/art-and-artists/people/profile:legba-graphics/>
- Phoenix Enterprises of WNY (Concrete Company)
<https://www.facebook.com/p/Phoenix-Enterprises-of-WNY-100054616711813/>
- Scherer Electric (Electric-Lighting Company)
<https://www.schererelectric.com>
- Rigidized Metals Fabricator
<https://www.rigidized.com/>
- Du-All Finishing Inc (Powder Coater)
- Buffalo Freedom Gardens (Landscaping)
<https://www.grassrootsgardens.org/buffalo-freedomgardens>
- Buffalo Public Schools - Mr. Craig Dunn & Students - Burgard School Welding Department
- SUNY Buffalo State University - Africana Studies - Dr. Marcus DuBois Watson

Total Project Budget

Item	Total
12 High Back Chairs (<i>estimate</i>)	\$120,000
Foundation - Phoenix Enterprises of WNY	\$29,390
Technical Drawings	\$4,000
Documentation	\$3,000
Landscaping	\$10,000
Insurance	\$2,192
Labor Fee	\$20,000
Project Management	\$20,000
Website and QR code Planning	\$10,000
Design Fee	\$40,000
Subtotal	\$258,582
10% contingency	\$25,858.20
TOTAL	\$284,440.20

* The lighting is not included in the above budget:

Lighting - Scherer Electric	\$17,326
-----------------------------	----------

Financial Contributors:

- City of Buffalo Police Department

Key CPTED Principles to Infuse:

The proposed public art installation incorporates key principles of Crime Prevention Through Environmental Design (CPTED) to enhance community safety, visibility, and stewardship of the space. By embedding CPTED strategies into the artwork and surrounding site, the installation not only serves as a cultural and aesthetic landmark but also contributes to a safer, more welcoming environment.

Natural Surveillance:

The design promotes visibility and openness, allowing for continuous observation of the area. Sculptural seating elements will incorporate negative spaces, enabling clear sightlines through and around the structures. This transparency discourages illicit activity and fosters a sense of passive surveillance by encouraging community presence and engagement.

Natural Access Control:

The layout will intuitively guide people through the space using visual cues, such as pathways, landscaping, and structural orientation. These elements help define boundaries between public and private spaces, directing movement in ways that feel both safe and intentional while discouraging unwanted access to adjacent properties or sensitive areas.

Territorial Reinforcement:

The installation will reinforce a sense of community ownership and pride through integrated landscaping, culturally resonant artwork, and inclusive design features. By involving local residents in selecting Adinkra symbols and songs for the sculpture, and enlisting neighborhood businesses in its construction and maintenance, the space becomes a shared community asset—instilling a collective sense of responsibility.

Maintenance:

A key aspect of the project's sustainability is the commitment to ongoing maintenance. Collaborations with local organizations and businesses will ensure that the area remains clean, functional, and cared for. A well-maintained environment signals active use and attention, discouraging vandalism and neglect.

Community Engagement

Community engagement is a central component of this public art installation. The project is designed to foster meaningful collaboration across educational institutions, local businesses, and neighborhood stakeholders, ensuring that the final piece is a true reflection of the community it inhabits.

A key aspect of the project involves a partnership with Burgard High School's welding program. Students will have the unique opportunity to participate in the creation of the central sculpture, gaining hands-on experience in fabrication and design. This collaboration will include mentoring sessions, visits to a working foundry, and guest speaking engagements to connect students directly with professional artists and makers. This mentorship not only enriches their technical skills but also empowers them to see themselves as contributors to their built environment.

In parallel, outreach efforts will involve the Buffalo Police Department (BPD), who will go door-to-door in the neighborhood to speak with residents about Crime Prevention Through Environmental Design (CPTED) and gather feedback on how public space can be shaped for safety and wellness.

The project will also include a public meeting where residents can meet the artists, ask questions, and contribute their ideas. Community input will directly influence the sculpture's design, with participants helping to select songs and Adinkra symbols—West African visual symbols representing concepts or aphorisms—that will be incorporated into the artwork. Additionally, the community will take part in naming the sculpture, further cementing their role in shaping the narrative of the space.

Local businesses will be enlisted to support all aspects of the installation, including landscaping, cement work, and site preparation—ensuring that investment in the project also contributes to the local economy.

Potential expansions of community engagement include working with the elementary school across the street to incorporate student artwork and ideas, and collaborating with the neighboring church on landscaping and beautification efforts around the sculpture site.

This layered and inclusive approach to community engagement ensures that the project is not only artistically impactful but also socially and educationally enriching, with long-term benefits for the neighborhood.

Marketing Strategies

We want to make sure this public art is used as an educational tool as well as accessible to everyone. A website will be created to show an overview of the project, provide background and behind the scenes features, along with interviews from community members. Videos will be embedded on the website from YouTube (where they will reside) for further access to the

information and the community public art. Eat Off Art will leverage their social media to get the word out about the project.

Local news outlets (The Challenger News, The Criterion, WBLK, WUFO, Podcast and more) will be leveraged to ensure the widespread community is aware of the project.

At the installation site QR codes and plaques will be displayed to direct viewers, and those that interact with the public art, to the website and videos explaining the work and allowing them to find additional information.

Land Use

We have met and worked with the Buffalo Water Board to gain access to the land with conditions. Attached to this proposal are two attachments; The first (A) shows the Kensington Tank parcel and the second is a (B) drawing of the site showing the approximate location of our infrastructure. The waterlines shown are 36" and 48" diameter pipes.

On July 3rd from Peter Merlo, Principle Engineer for the Department of Public Works, Division Water:

"Yesterday we marked the line delineating the 48" waterline and a 15" buffer required to have enough space to maintain the waterline. The line is marked with blue flags and a white line. The area to the east of the marked line is clear of water utilities. We recommend the designer create a design ticket through Dig Safely to make sure there are not any other utilities.

Also, I copied the Water Board attorney, Charles Martorana, to review and discuss the legal requirements and documentation, etc."

Maintenance Plan

Minimal maintenance will be required outside of routine lawn and shrubbery maintenance. There is a budget within CPTED to maintain the space.

Height Measurements: Each chair will stand approximately 7' in height (84 Inches). Material to be determined, considering budget allowance. The most durable solution would be steel or rigidized metal.

Purpose: Creating an art installation that not only beautifies and celebrates this public space and community but also promotes safety, enhances community engagement, and fosters a sense of pride and ownership.

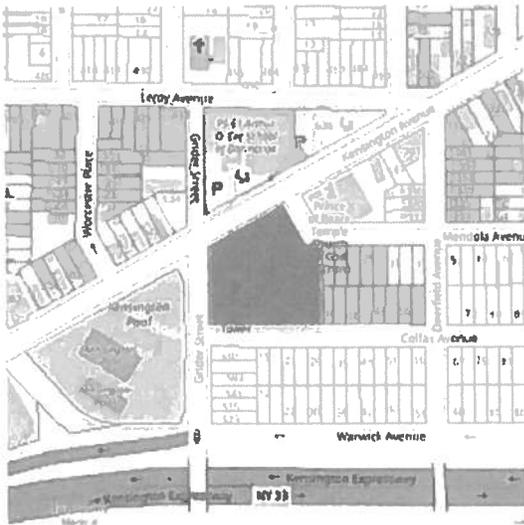
Elements that speak to CPTED: Lighted area; landscaping; sense of ownership; natural barrier created, welcoming feeling; durable materials,

Materials: Vandal and Weather resistant materials.

Erie County On-Line Mapping System

Parcel Detail Report

Report generated:
6/11/2025 9:32:09 AM



Parcel Overview Map



Parcel Detail Map

PIN: 1402000904600008001000

SBL: 90.46-8-1

Address: 667 KENSINGTON

Owner 1: BUFFALO WATER BOARD

Owner 2:

Mailing Address: 1101 CITY HALL

City/Zip: BUFFALO NY 14202

Municipality: City of Buffalo

Property Class: 822

Class Description: C - Water supply

Front: 229.38

Depth: 0

Deed Roll: 8

Deed Book: 10581

Deed Page: 606

Deed Date:

Acreage: 1.82365645

Total Assessment: \$300,000

Land Assessment: \$51,000

County Taxes: \$0

Town Taxes: \$0

School Taxes: \$0

Village Taxes: \$0

School District: CITY OF BUFFALO

Year Built: 0

Sqft Living Area: 0

Condition: 0

Heating: 0

Basement: 0

Fireplace: 0

Beds: 0

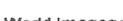
Baths: 0

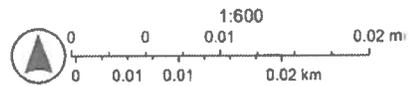
Buffalo Distribution (Current)



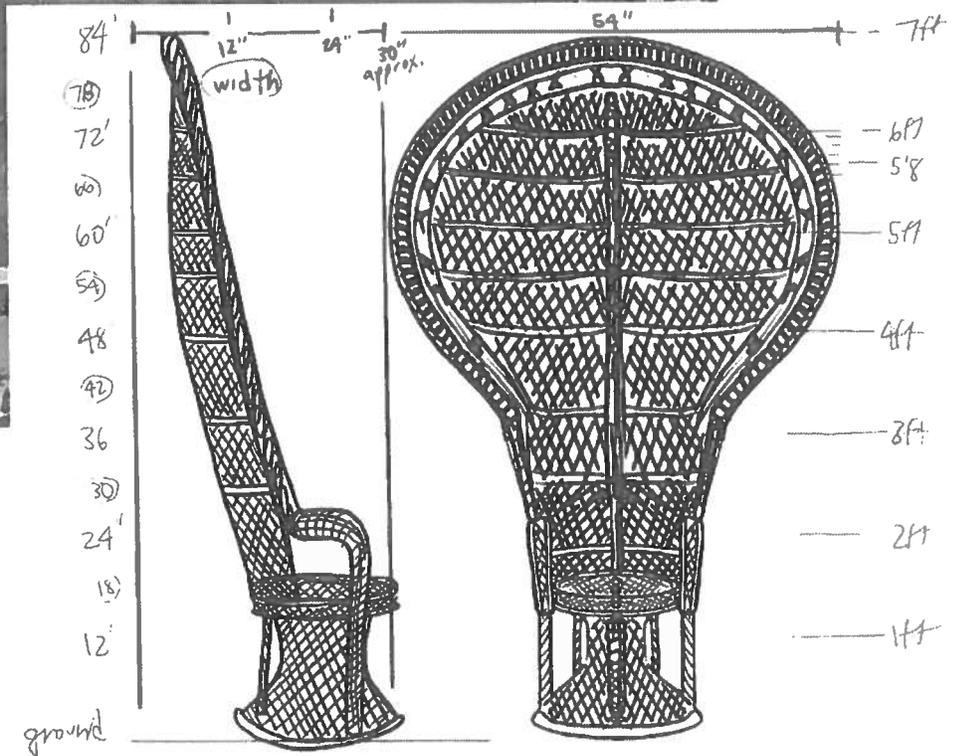
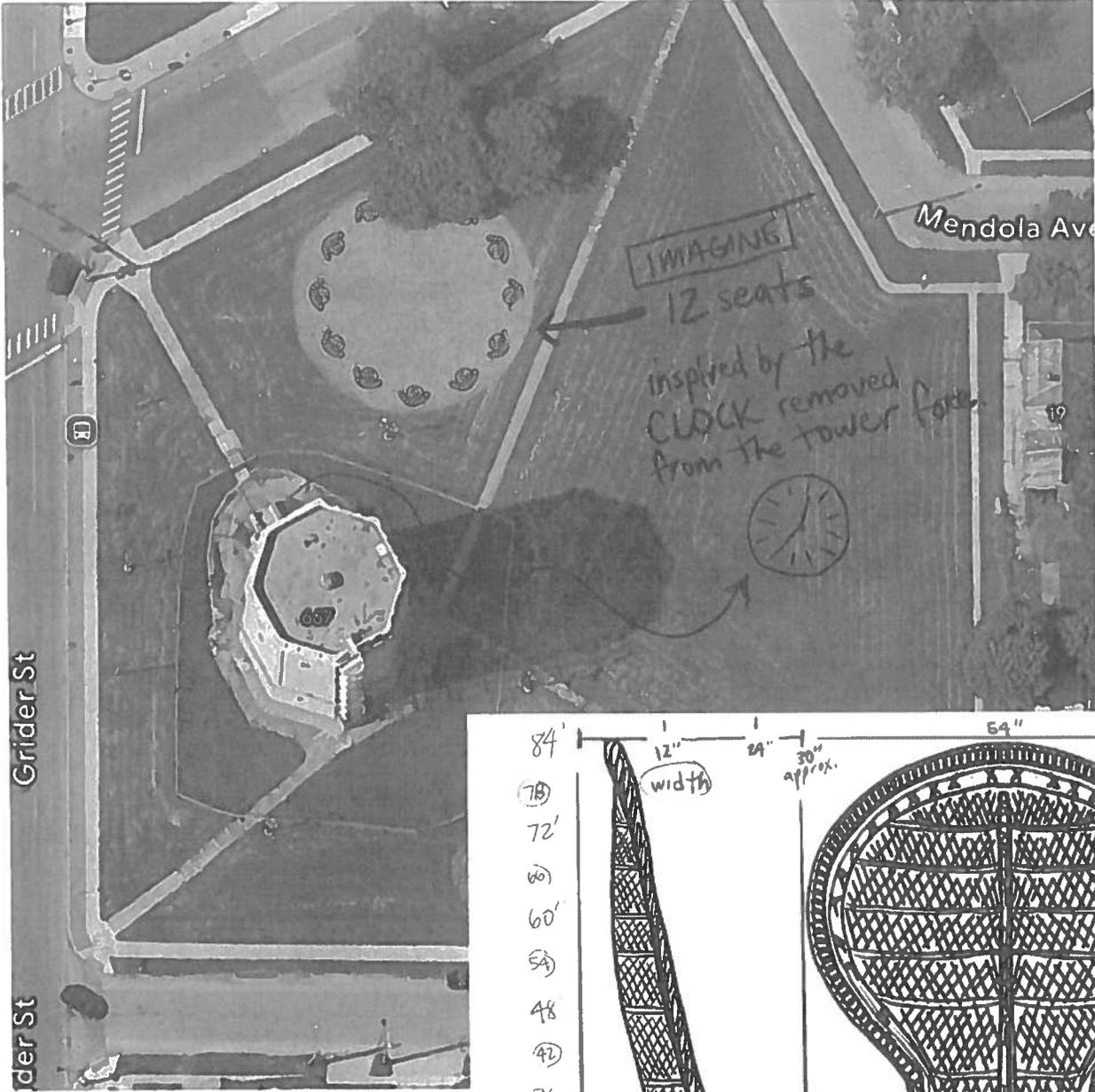
6/11/2025

Pipe	
	Water Main
	0
	20
	40
	60

Property	
	World Imagery
	Low Resolution 15m Imagery
	High Resolution 60cm Imagery
	High Resolution 30cm Imagery
	Citations



Maxar, Microsoft
 Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©
 OpenStreetMap contributors, and the GIS User Community



Eat Off Art's mission:
A Collaborative of Artists, Educators and Entrepreneurs
building more empathetic communities.

**A CREATIVE
DESIGN AGENCY
BUILDING
EMPATHETIC
COMMUNITIES**

2025 (Twenty-Twenty-Five)

Group Exhibit Edreys Wajed Buffalo AKG "Hi-Vis" Celebrating 10 years of Public Art in Buffalo, NY
(February - June 2025)

Group Exhibit Alexa Joan Wajed Gallery Josephine "Everything Touches" Shea's Seneca, Buffalo, NY
(May - October 2025)

Awards:

- William Wells Brown Award for the Preservation of African American Art by the Afro-American Historical Association of the Niagara Frontier, Inc.

2024 (Twenty-Twenty-Four)

Accomplishments

- Edreys Wajed NYSCA 2024 Artist Grant Awardee
- Alexa Wajed Appointed to Erie County Arts in Public Places Committee by April Baskin (EC Legislature)
 - Voted Chairperson of the Committee for 2024/2025
- Edreys Wajed Appointed to Erie County Arts in Public Places Committee by Mark Poloncarz (County Executive)

Solo Exhibits Edreys Wajed

- April "RIFF" Buffalo Art Movement
- September "Diaphonous" Hallways Contemporary Arts Center

Installations

- "Electric Relaxation" Sculpture "Beyond Art" Patina 250 Delaware North Companies Permanent Art Collection
- Buffalo AKG "Inner Dialogue" Jesse Nash Medical Center 608 William Street, Buffalo, NY
- Gallo Coal Fire Kitchen for Rhythm and Roots Festival Lewiston, NY
- Per Scholas "In the Clouds" Larkin Building Buffalo, NY
- Somali Bantu Cultural Center (for Assemblymember Jonathan Rivera) Buffalo, NY

2023 (Twenty-Twenty-Three)

Accomplishments

- Office of Mental Health (WNY Field Office) - Grant for Arts Based Mental Health Classes
- Creative Rebuild New York - Artist Employment Grant 2-year grant (8 Artists Total) 2022-2024

Speaking Engagement

- Edreys Wajed Delaware North Community talk back with Alice Jacobs

Projects

- Buffalo Sabres portrait commission for Kylo Okposo

Installations

- Hertel Alley Mural with Councilman Joel Feroletto and ASI WNY
- UB Center for the Arts Mural Installation
- Alexa Wajed: Patina 250 and Curate Kitchen Guest Chef Series, "vegetarian cuisine and the art of hip hop"

Performance

- *Beau Fleuve Musical Festival - Edreys Wajed headliner*

"RAMPAGE" Buffalo AKG Museum - Buffalo NY

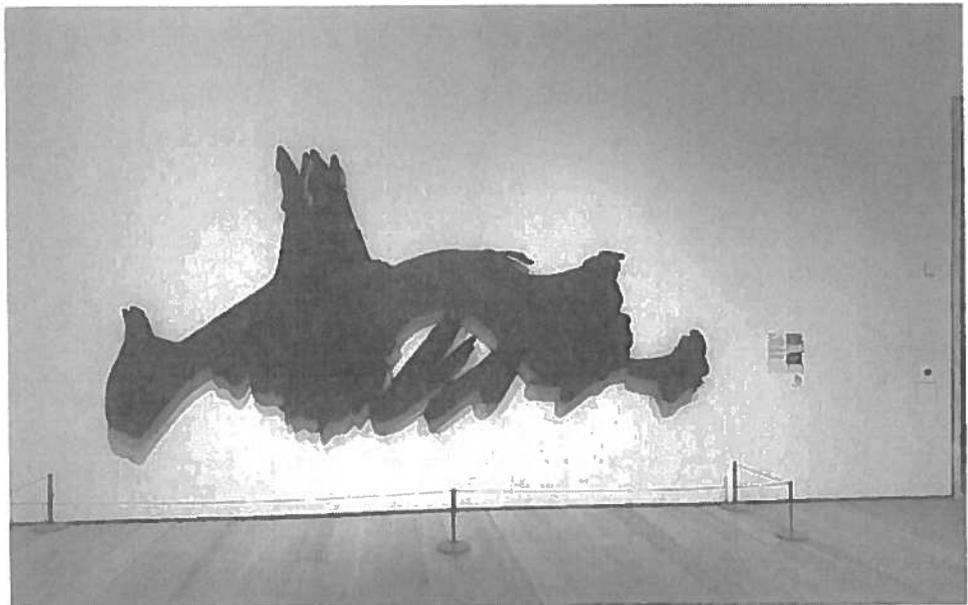
Group Exhibit featuring over 38 artists celebrating 10 years of Public Art

Exhibit: "Hi-Vis" Artist: Edreys Wajed

Location: Buffalo AKG Location: 1285 Elmwood Avenue

Media: High Density Urethane, Enamel paint, Acrylic Paint

Dimensions: 8 feet (H) x 16 feet (W)

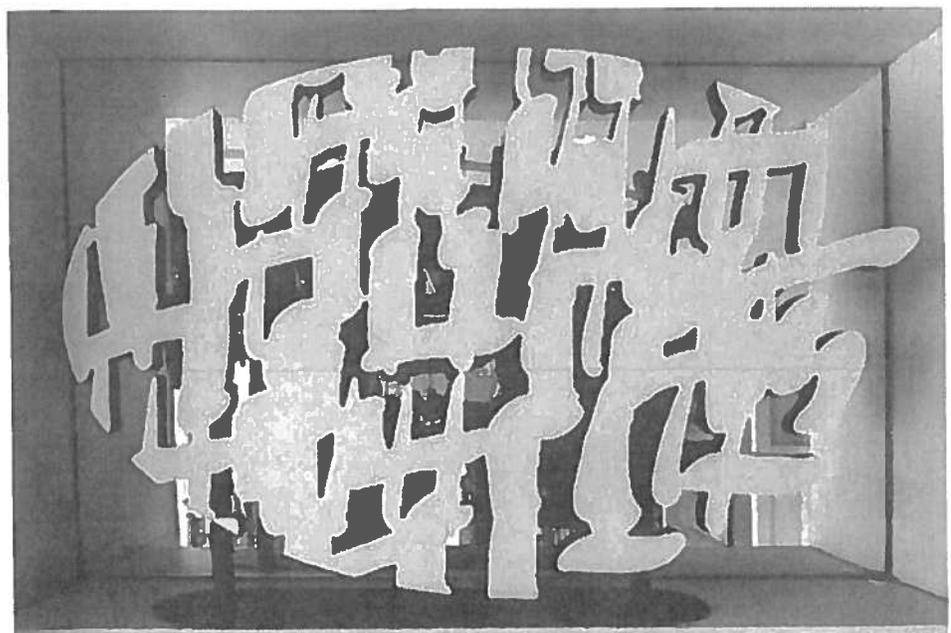


"Electric Relaxation" 2024 - Sponsored by Delaware North Patina250 at 250 Delaware Ave - Buffalo NY

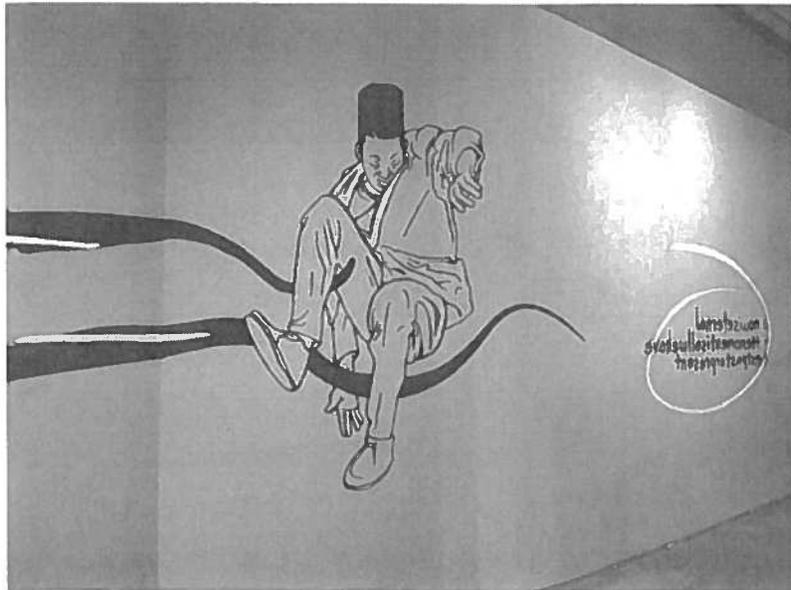
Artist: Edreys Wajed Commissioned by Arts Resource for Delaware North "Imprint" Collection

Media: High Density Urethane, Acrylic Paint

Dimensions: 45" (H) x 72" (W) x 2" (D)



DIAPHANOUS 2024 (Edreys Wajed Solo Exhibit), Mural Installation - Hallwalls Contemporary Arts Center



Additional COMPLETED PUBLIC ART -

(1) Hertel Alley Mural Fest 2023 - Sponsored by Council Member Joel Feroletto and ASI, Inc. Spray Paint and Acrylic



(2) William-Emslie YMCA 2022 - Sponsored by M&T Bank and YMCA. Spray Paint and Acrylic.



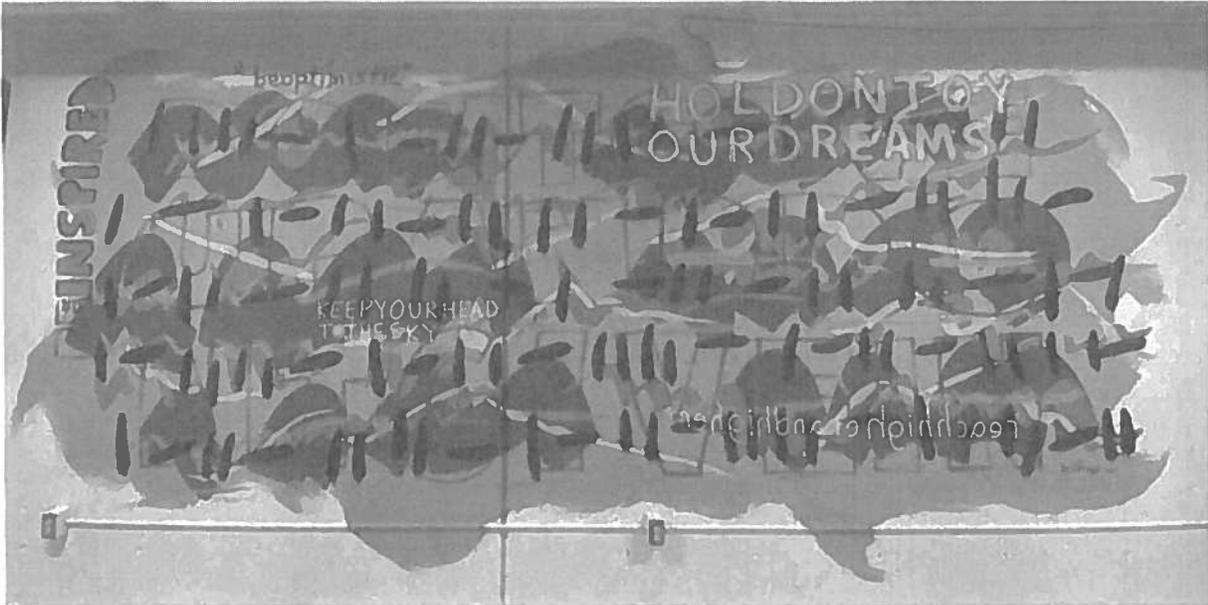
(3) Say Yes Office Mural 2022 - Sponsored by Say Yes - Acrylic Paint



(4) Lorna C. Hill Ujima Theater Mural 2022 - Sponsored by Ujima Theater. Acrylic on Wood Panels



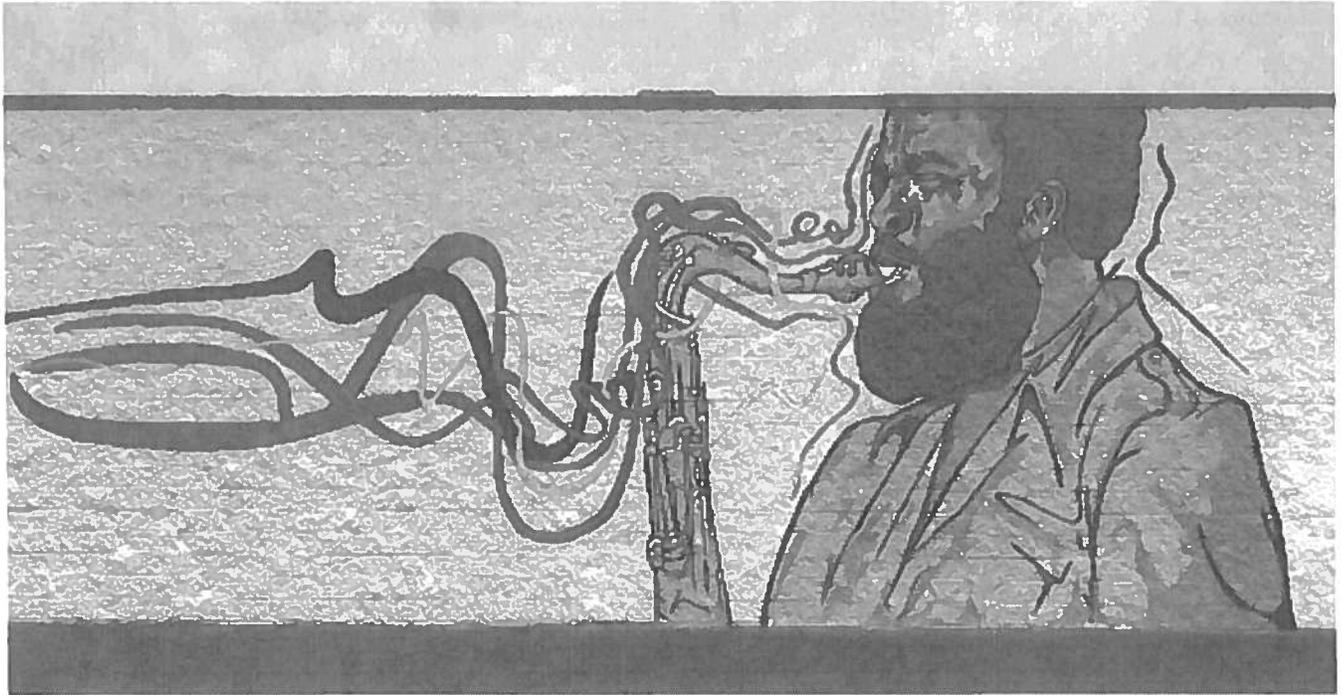
(5) Buffalo Prep | University of Buffalo 2021 - Sponsored by Buffalo Prep - Acrylic Paint



(6) John Lewis Mural 285 Paderewski 2021 - Sponsored by Council Member Mitch Nowakowski and Legislature Howard Johnson. Spray Paint and Acrylic



(7) Grover Washington Jr Mural 2020 - Sponsored by M&T Bank Spray Paint and Acrylic



(8) 2024 "Inner Dialogue" Nash Clinic at 608 William St - Buffalo NY
Commissioned by Buffalo AKG Museum in collaboration with Ben Volta - Polytab





(9) 2024 "In The Clouds" Per Scholas Buffalo Indoor Mural (Larkin Building) - Acrylic



(10) Somali Bantu Cultural Center - Commissioned by NYS Assemblymember Jonathan Rivera - Acrylic and Spray Paint



(11) Gallo Coal Fire Kitchen - Lewiston, New York



(1) Hertel Alley Mural Fest 2023 - Media: Spray Paint and Acrylic Paint
Commissioning Agency: by Feroletto & ASI, Inc Location: Hertel Avenue Alley &
Commonwealth Dimensions: 10 feet (H) x 20 feet (W) = 200 Sq Ft
Completion: Summer 2023

(2) William-Emslie YMCA 2022 - Media: Spray Paint and Acrylic Paint
Commissioning Agency: by M&T Bank and YMCA Location: William and Emslie Sts
Dimensions: 14 feet (H) x 53 feet (W) = 742 Sq Ft Description: The variety of shapes
represent diversity of members and mixed use of the space as well as an abstract map
of the nearby streets, featuring an elder passing the cultural baton of joy onto the youth.
Completion: Summer 2022

(3) Say Yes Office Mural 2022 - Media: Vinyl Install and Acrylic Paint
Commissioning Agency: by Say Yes Location: 1166 Jefferson Ave
Dimensions: Various (3 Walls) Description: Inspired by Mary J. Blige song, "Just
Fine," the lobby features abstract musically inspired markings using their
corporate color palette. Completion: Spring 2022

(4) Lorna C. Hill Ujima Theater Mural 2022 - Media: Acrylic Paint on Wood Panels
Commissioning Agency: Ujima Theater Location: 429 Plymouth Avenue
Dimensions: 8 feet (H) x 12 feet (W) = 96 Sq Ft Description: A portrait of the late
Lorna C. Hill embellished with an interpretive painting of the theater's anthem
song and a quote about her life's work and mission. Completion: Spring 2021

(5) Buffalo Prep | University of Buffalo 2021 - Media: Spray Paint and Acrylic Paint
Commissioning Agency: by Buffalo Prep Location: 3485 Main Street (105 Allen Hall |
UB South) Dimensions: 8 feet (H) x 26 feet (W) = 208 Sq Ft Description: A playful and
colorful abstract interpretation of the song "Optimistic" by Sounds of Blackness.
Features lyrics of inspiration for the youth they serve at Buffalo Prep. "Reach higher
and higher," "hold onto your dreams; be optimistic." Completion: Summer 2020

(6) John Lewis Mural 285 Paderewski 2021 - Media: Spray Paint and Acrylic
Commissioning Agency: Council Member Mitch Nowakowski and Legislature Howard
Johnson Location: 285 Paderewski Ave Dimensions: 33.5 feet (H) x 25 feet (W) = 837 Sq Ft
Description: A portrait of the late John Lewis, backed by an abstract painting inspired by a
John Coltrane song which was popular during the time when John decided to dedicate his
life to civil and human rights. Completion: Summer 2020

(7) Grover Washington Jr Mural 2020 - Media: Spray Paint and Acrylic Paint
Commissioning Agency: by M&T Bank Location: 3045 Bailey Avenue
Dimensions: 8 feet (H) x 26 feet (W) = 541.2 Sq Ft Description: A tribute to celebrate

Buffalo-born musician, the late Grover Washington, Jr., acknowledging his musical contributions to the world of music. Completion: Summer 2020

(8) "Inner Dialogue" 2024 - Media: Acrylic Paint on Polytab and installed on 3 outdoor walls.

Commissioning Agency: Buffalo AKG Museum in collaboration with Ben Volta Location: Nash Clinic at 608 William St - Buffalo NY Dimensions: 24.5 feet (H) x 137 feet (W) = 3200 Sq Ft Description: Design informed and inspired by workshops with students at Harriet Ross Tubman School (BPS 31), facilitated by Rose Falcone and led by Ben Volta and Edreys Wajed. Installation was a mentoring opportunity for 3 young artists in Buffalo, NY. Completion: Summer 2024

(9) "In the Clouds" 2024 - Media: Acrylic Paint

Commissioning Agency: Per Scholas Buffalo Location: Larking Building Buffalo, NY Dimensions: 7.5 feet (H) 19 feet (W) = 142.5 Sq Ft Description: At the heart of the matter, technology is the agent of and tool for change, as its accessibility lends leverage in this fast changing world where tech is the key to the lock. To honor the innovative approach of Per Scholas teaching technology with diversity at the core of its training, we felt that breaking the figurative/portraiture mold approach of mural making in this case was more appropriate. Diversity is displayed through varying shapes, colors and sizes, all working collectively and integrated to present as one wall, one image, one message, each fitting respectively into the contour of the adjacent pieces.

Completion: Fall 2024

(10) "Somali Bantu Cultural Center" 2024 - Media: Acrylic and Spray Paint

Commissioning Agency: NYS Assemblymember Jonathan Rivera Dimensions: 26 feet (H) x 32 feet (W) = 832 Sq Ft Description: The design, conceptualized and completed by mural artist Edreys Wajed, features hues of radiant blue to represent the rivers of Somalia, while colors of green pay homage to the nation's agricultural heritage. Elements of the Somali flag and its star also make up part of its powerful design. This mural marks a powerful tribute to the journey and achievements of Buffalo's Somali Bantu refugees. "It's important to have visual representation of communities that are generally overlooked or underrepresented. As a visual artist, it is my pleasure to use public art as a tool to highlight and recognize those communities, families and individuals." Completion: Fall 2024

(11) "Can't Wait" 2024 (Permanent) Sidewalk Mural - Media: Spray Paint Location: Gallo Coal Fire Kitchen - Lewiston, NY

Description: An artistic engagement installation created for the first annual Rhythm and Roots Reggae Festival. Completion: Summer 2024

BUDGET

CULTRUE, Inc.
51 Roswell Road
Buffalo, NY 14215-1811

cultruelife@gmail.com
www.CULTRUELIFE.org



#	Product or service	Description	Qty	Rate	Amount
1.	Grant - Passthrough	12 - High Back Chairs (estimate)	12	\$10,000.00	\$120,000.00
2.	Grant - Passthrough	Foundation - Phoenix Enterprises of WNY	1	\$29,390.00	\$29,390.00
3.	Grant - Passthrough	Technical Drawings	1	\$4,000.00	\$4,000.00
4.	Grant - Passthrough	Landscaping	1	\$10,000.00	\$10,000.00
5.	Grant - Passthrough	Insurance	1	\$2,192.00	\$2,192.00
6.	Grant - Passthrough	Labor Fee	1	\$20,000.00	\$20,000.00
7.	Grant - Passthrough	Documentation	1	\$3,000.00	\$3,000.00
8.	Grant - Passthrough	Project Management	1	\$20,000.00	\$20,000.00
9.	Grant - Passthrough	Website and QR Code Planning	1	\$10,000.00	\$10,000.00
10.	Grant - Passthrough	Design Fee	1	\$40,000.00	\$40,000.00
11.	Grant - Passthrough	Contingency Fee - 10%	1	\$25,858.20	\$25,858.20
				Total	\$284,440.20

Note to customer

Thank you for your business.



Alexa & Edreys Wajed
2495 Main Street
Suite 441
Buffalo, NY 14214
(716) 201-0428
info@eatoffart.com

51 Roswell Road
Buffalo, NY 14215
cultruelife@gmail.com



June 23, 2025

Tod A. Kniazuk
Senior Grants Manager
Acting GIVE Coordinator
City of Buffalo Police Department
68 Court St. Room 520
Buffalo, NY 14202

To Whom It May Concern:

This is to confirm that Cultrue, Inc. 501(c)3 has established a Fiscal Sponsor relationship with Edreys and Alexa Wajed of Wajed LLC dba Eat Off Art for the E District CPTED project, detailed below. Cultrue, Inc. is a non profit that focuses on art as a healing tool for the community and art practioners. This non-profit has received federal grants for programming from the Office Of Mental Health (2 years in a row) and New York State Health Research Incorporated Bureau of Health Equity and Community Engagement. It has demonstrated with previous engagements that it has systems in place to effectively manage the funding of this project and is a single source provider.

Wajed, LLC dba Eat off Art has been selected as the artists for this project and is the single source provider for the public art sculpture located at the intersection of Kensington Avenue and Grider Street. We have very strong ties to this location, as Edreys Wajed and his family moved to the area from Hamlin Park when he was 7 years old. The "Water Tower" was the place where the community children would gather for sports and games. The tower also served as a significant landmark for wayfinding as he had to learn his new surroundings after moving into the area. He still has relatives that live on Pembroke, right next door to where he lived from 1981 to 2000. His formative years in the area informed who he is today as a community-involved artist.

The Eat Off Art Studio + Place, along with Culture, Inc., is housed in the Tri-Main Building between Jewett and Leroy. The Tri-Main is a major arts-based business hub and filled with community focused organizations.

Edreys and Alexa have continuously demonstrated their ability to produce large scale art works and projects over the last 30 years. Successful collaborations with The Buffalo AKG, Burchfield Penney, Buffalo Sabres, Bills and Bandits among many others. They've worked with LISC and CHCB to create community art mail boxes through the national AARP Community Challenge Grant. The heart of their work is community driven and focused; from Public Artwork and murals to community workshops and events.

Edreys and Alexa have both been appointed to the Erie County Arts in Public Places Committee, where Alexa has been elected as Chairperson for her second Term. This committee, in accordance with the law established with the Erie County legislature; has created a public art program which includes calls for large public works and projects as well as small works. Edreys and Alexa have worked with all aspects of public art from ideating; proposals; response qualifications; production; installation; project management; submission reviewing; creating protocols and call for works, and selecting artists for work.

This particular project calls for knowledge of CPTED principles, which are: lighted area; landscaping; sense of ownership; natural barriers created; open and welcoming feeling; durable materials. We feel this project checks several meaningful criteria, as the sculpture is intended to hint and suggest restorative justice, community building, collaboration and community visibility.

We have an existing project plan that allows for more timely implementation and it fits CPTED principles in order to more effectively address a chronic hot spot.

The Masten District particularly this area is the 2nd most reported for cases of crime and criminal activity. So the importance of creating meaningful artwork by local artists with ties to that community is vital.

The East Side in general has not had any significant public art sculpture installations over the years, and the water tower plot has laid bare for over 100 years.

Community engagement is a central component of this public art installation. The project is designed to foster meaningful collaboration across educational institutions, local businesses, and neighborhood stakeholders, ensuring that the final piece is a true reflection of the community it inhabits.

This project visually pays a nod and respect to "time," and love for community, as well as how the community make-up has naturally shifted over time. It also recognizes the clocks that were once affixed to the facade of the tower, the time spent playing at and around the tower and the memories past as they meld into memories soon to be created and overlapped with the future, given the installation of the sculptures.

Sincerely

Alexa & Edreys Wajed -

Cultrue, Inc.

Wajed, LLC dba Eat Off Art

Website: <https://www.EatOffArt.com>

"A Collaborative of Artists, Educators and Entrepreneurs working to build a more empathetic community"

EXHIBIT "C"

INSURANCE REQUIREMENTS

INSURANCE

A. Cultrue shall obtain, pay the entire premium and maintain insurance(s) throughout the Term of this Agreement, with insurers that are admitted carriers in New York State and are acceptable to the Public Entities, as represented by the Commissioner, covering the following risks and events and in at least the following amounts:

(i) Commercial General Liability:

Bodily Injury and Property Damage	\$2,000,000 Occurrence \$4,000,000 Aggregate
-----------------------------------	---

Personal Injury Liability	\$2,000,000
---------------------------	-------------

(ii) Commercial Automobile Liability: This insurance shall cover all Vehicles owned or leased by the Cultrue, and used in connection with this Agreement, including coverage for collision, theft, uninsured and under-insured motorists:

Hired and Non-Owned Liability	\$1,000,000 Per Accident
-------------------------------	--------------------------

(iii) All Risk Builders Insurance in a minimum amount equal to the cost of the capital improvements of the Project.

(iv) Worker's Compensation

(v) Public Liability and Property Damage Liability Insurance to cover the contractor performing all capital improvements, including "Broad form" Contractual Liability insurance to indemnify the City, Water Board and Authority for liability assumed by the contractor on behalf of the insured Parties.

(vi) Employer's Liability and Disability coverage:

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

(vii) Excess Liability: \$ \$5,000,000 Aggregate
Personal Injury Liability, and
Bodily Injury and Property Damage

(viii) Owner's Protective Liability Insurance: Cultrue and any contractor thereof shall also take out, pay for, and maintain until completion and acceptance of the capital improvements or other work required by this Agreement, a separate policy of insurance naming the Buffalo Municipal Water Finance Authority, the Buffalo Water Board and the City of Buffalo as the named insured. The original policy shall be submitted for retention by the Water Board. Said separate policy shall be in amounts of \$2,000,000.00 per occurrence for bodily injury, and per occurrence for property damage, and shall provide coverage for the City of Buffalo, Buffalo Municipal Water Finance Authority and the Buffalo Water Board, their officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City of Buffalo, Buffalo Municipal Water Finance Authority and the Buffalo Water Board, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

(ix) Contractor and Subcontractor's Insurance: Any Authorized Party, whether a contractor or subcontractor performing work under this Agreement shall procure and maintain statutory insurance and other insurance as determined by the contractor so as to properly cover the liability of both the contractor and subcontractor(s) in accordance with the requirements in this Exhibit. The policy limits shall be the same as required of the contractor and certificates of insurance shall be delivered to the contractor.

(x) Tail Coverage: If any of the required liability insurance is on a "claims made" basis, tail coverage will be required effective at the completion of this Agreement for a duration of 24 months, or the maximum time reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of tail coverage, provided its retroactive date is on or before the Effective Date of this Agreement. If continuous "claims made" coverage is used, Cultrue and its Authorized Parties shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of this Agreement. Cultrue shall furnish certification of tail coverage as described or continuous "claims made" liability coverage for 24 months following completion of this Agreement.

B. Other Insurance Provisions.

(i) Certification of Effective Insurance: Cultrue and any contractor shall furnish or have on file with the Water Board a certified copy of each kind of insurance policy herein required of the contractor and shall furnish the Commissioner with certificates in duplicate evidencing that the required

insurances are in effect for the particular contract. Cultrue or any contractor thereof shall also furnish a certificate of insurance on the forms provided by the Commissioner.

- (ii) Cancellation Notice: Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled, changed in any respect or not renewed without thirty (30) days prior written notice to the Commissioner of the intention to cancel, change, or not renew.
- (iii) Renewal of Policy: All required insurance policies shall be kept in full force and effect until the satisfactory completion of the work to be performed under this Agreement, and Cultrue or any contractor thereof shall provide the Commissioner with satisfactory evidence of renewal of such policies and the payment of applied premiums at least thirty (30) days prior to the stated expiration date.

C. Water Board Self Insurance. Cultrue acknowledges that the Water Board as owner of the Property and the Water System is self-insured for Casualty Events and damages in connection with the Property and the Water System. Cultrue shall promptly notify the Water Board of all events of damage, notices of claim or other liabilities that give rise to claims or damage to the Property and the Water Board. Such notice shall provide sufficient detail and information to enable the Water Board to adequately protect itself.

D. Survival of Obligations. Notwithstanding anything to the contrary in this Agreement, the covenants of the Cultrue contained in this Exhibit shall remain in full force and effect and survive the expiration or termination of this Agreement, together with Tail Coverages as provided herein.