



ERIE COUNTY  
**ARTS** + **CULTURAL**  
ADVISORY **BOARD**

Cultural Funding  
General Operating Support Grants

2027 Funding

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## Cultural Funding

### General Operating Support Grants

#### Application Deadlines

Level 1 applications are due by 11:59 PM, Wednesday, April 15, 2026.

Level 2 and Level 3 applications are due by 11:59 PM, Wednesday, April 22, 2026.

#### Applicant Briefing

The briefing will be held at **5:30 PM on Wednesday, February 25, 2026, Buffalo & Erie County Central Library** (1 Lafayette Sq, Buffalo, NY 14203).

The briefing will review the program, current year results, edits to the application, and application tips. The briefing will also include a live walkthrough of accessing and completing the application, as well as Q&A time.

Recordings of the briefings will be made available as soon as possible on the County's YouTube page, [Arts & Cultural playlist](#).

#### Program Purpose

Established by Erie County Executive Regan in 1977, the Erie County Cultural Funding Program has had over 40 years of support for the arts, and a significant impact on the development of the arts and cultural community throughout the region.

##### *Overall Funding Goals*

1. To advise Erie County Government regarding the role of the County's cultural agencies and their significance to its citizens, economy, and quality of life.
2. To provide and advocate for equitable and effective processes and procedures for the distribution of County funds to cultural organizations.
3. To foster the development and growth of vibrant, diverse, quality cultural agencies.
4. To promote access to these cultural organizations to all County citizens and visitors regardless of their physical ability, economic group, or geographic location.
5. To promote diversity in the cultural fabric of the Erie County community by encouraging representation of all diverse groups in the make-up and activities of these cultural organizations. This includes Board members, staff, volunteers, and programming.
6. To require fiscal responsibility including a diversified funding base for all cultural organizations.

*Program and Service Objectives*

1. Gather, analyze and assess information on cultural organizations funded by the County.
2. Process all cultural funding contracts and invoices in a timely and accurate manner.
3. Coordinate with tourism, arts, culture and heritage promotion agencies and organizations to market and enhance cultural tourism in Erie County.
4. Assist cultural organizations to leverage financial support, gain new audiences, increase management capacity, identify strengths and challenges, inform decision-making and realize their mission.

## Erie County Arts & Cultural Advisory Board (EACAB)

The [Erie County Arts & Cultural Advisory Board](#) was reestablished in 2012 ([Press Release](#)) in accordance with §2205 of the [County charter](#). The Board is composed of up to fifteen (“15”) members appointed by calendar year, with a balanced mix of financial, legal, academic, culture, and arts advocacy experience. They and DEP staff review applications for funding submitted annually by Erie County arts and cultural entities.

Board members volunteer their time and expertise and receive no remuneration. View the

[Duties Description](#).

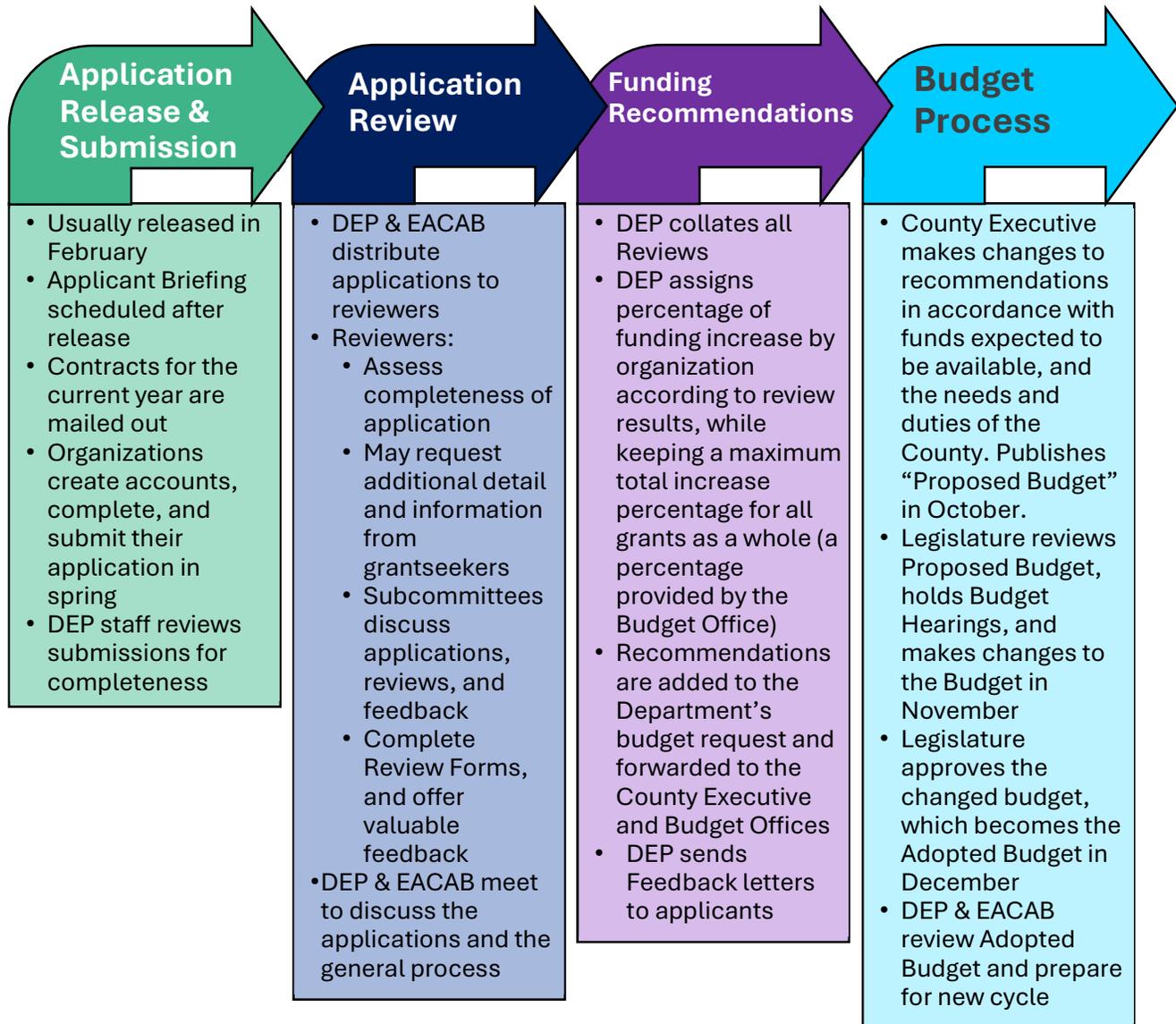
Board members are beholden to [County Ethics](#) and the Board [Conflict of Interest Policy](#). The term conflict of interest describes **any** circumstance that would cast doubt on the ability of a Member of EACAB to act with total objectivity with regard to the integrity of EACAB and the public’s interest.

Each Member is expected to avoid any action or involvement, which would in any way compromise his or her actions on behalf of EACAB. A possible conflict of interest includes circumstances that may appear to others to be a conflict of interest regardless of whether such circumstances actually create a conflict of interest. Therefore, all potential conflicts are disclosed upon appointment, annually, and immediately upon the development of a conflict at any time. The handling of conflicts of interest is detailed in the policy; in summary: uninterested members vote on whether a conflict exists without the interested person present. Interested person does not review nor influence review of application if a conflict exists or can be perceived as a conflict. All communications are handled by DEP staff (Colette Balisteri at [Colette.Balisteri@erie.gov](mailto:Colette.Balisteri@erie.gov)) directly with each organization's contact person.

Additional information about the EACAB’s members and documents can be found in the [Background tab of the Cultural website](#).

## Process Overview

The Erie County Cultural Funding program provides annual General Operating Support grants to 501c3 arts and cultural organizations within the County (see more in the Eligibility section). An application must be submitted each year for funding the following year. The application is only available online. See appendices 1 through 3 for the application questions and links to downloadable copies to assist the organizations in preparing their responses offline.



Organizations apply in the spring prior to the year funds will be disbursed. Each organization must submit an application on their own behalf (pass-throughs are not allowed) with information on their organizations' finances, governance, and programming. The applications are reviewed by the EACAB and Department of Environment and Planning staff.

The Board and staff make recommendations to the Department's Commissioner regarding the organizations, with actual dollar amounts calculated by staff and voted on by the EACAB according to the results of each organization's review and expected funds available as indicated by County administration.

Grants awarded are only published in the [County Budget](#). The Proposed Budget ("Draft") is provided by the County Executive in the fall and the Adopted Budget ("Final") is approved by the Legislature in December.

The Board and staff also provide feedback to the applicants, both critical and constructive, in an attempt to strengthen each organization and County-wide arts & cultural industry as a whole.

*General Process Dates*

*Each year may differ slightly. Please review the latest news on [erie.gov/Cultural](http://erie.gov/Cultural), or our [Facebook.com/ErieCountyDEP](https://www.facebook.com/ErieCountyDEP) for information before contacting us.*

Application Release	February each year
Applicant Briefings	Week after application release
Level 1 Forms Due	Mid to Late April each year
Level 2 and 3 Forms Due	Late April to May each year
Application Review period	April - early June each year
EACAB Recommendations to County Executive	Late July each year
Feedback	September each year (varies significantly)
Proposed County Budget release	October each year
Legislative Budget hearings	November each year
County Budget Adoption	December each year
Contracts Distribution	Late February - March each year
Grants Disbursement	Summer - Fall each year

**Eligibility Requirements**

- Be located and provide services in Erie County
- Be a 501(c)(3) organization with tax-exempt status (*must be able to provide one (1) year of the required financial documents including record of tax filing, and information as a 501c3 organization*)\*
- Have at least ONE of the following descriptions of a Cultural Organization as a **primary** mission of the organization\*\*:

  - An organization that operates on a countywide or recognizable community level, which by the nature of its cultural activities and/or collections, is unique, distinctive and of significant quality

- An organization that provides visitors with access to programs and displays of the performing, visual, literary and media arts, and/or to exhibits and collections, which preserve and interpret our cultural, natural and scientific heritage
- An organization that particularly serves the cultural needs of significant segments of the County population, thereby contributing to the quality of life in Buffalo and Erie County

*\*Acceptable tax filings include 990, 990-EZ, and 990-N. 990-PF and other non-profit tax filings are inconsistent with the purpose and eligibility requirements.*

*\*\*Organizations such as social and/or multi-service, educational, athletic, after-school, or religious organizations for which cultural activity is not a primary purpose are not eligible.*

### *Determining Eligibility*

New applicants must submit an account request to access the application ([erie.gov/cultural/AccountRequest](http://erie.gov/cultural/AccountRequest)). This begins the eligibility review process by DEP. Additional information may be requested from the organization, such as tax filings, IRS determination letters, bylaws, or articles of incorporation.

If DEP staff are unable to determine eligibility of the organization, the organization's documents are provided to the EACAB Executive Committee for a decision. If the EACAB Executive Committee cannot determine eligibility without additional information, a provisional account will be created for the organization to submit a full Level 1 application. Such application will be reviewed in full with all others submitted for the funding cycle and a determination of eligibility will be made by the full board.

The provisional applicant will be informed if they are deemed ineligible for the Cultural Funding Program.

### *Additional Requirements*

#### *New York State Non-Profit Revitalization Act*

The New York State Non-Profit Revitalization Act became effective July 1, 2014. There have been additions and clarifications issued by NYS since then. It is every organization's responsibility to stay current with the provisions, knowing also that the law is the **minimum standard for good governance**. As this Act pertains to all 501(c)(3) organizations, Erie County expects all organizations to certify compliance with the NYS Non-Profit Revitalization Act. Organizations should be prepared to provide evidence of compliance with specific components of the Act.

#### *Sunshine Provision*

Please be advised that any information you provide may be subject to public discussion as well as disclosure pursuant to New York State Public Officers Law.

### *Pay Equity Certification*

Please be advised that if your Organization is awarded funding, you must sign the Erie County Equal Pay Certification, stating that your organization is in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together “ Equal Pay Law”).

[View the Executive Order](#)

### *Recognition for County Grants*

If your organization is awarded funding, you must commit to acknowledging Erie County as a funding source on your organization’s website, marketing materials, and/or other publications.

The size and location of the Seal shall be consistent with the seals or logos of donors, funders, supporters, contributors, investors, friends, etc. at the same level of funding. “Same level of funding” is to be interpreted as funds received by the organization from other donors, funders, supporters, contributors, investors, friends, etc. of equal amounts, or within the same quantile, as funds received from the County of Erie.

[Download the Erie County Seal](#)

If you require a larger file for large scale printing, etc., please contact Colette Balisteri at (716) 858-1572 or [Colette.Balisteri@erie.gov](mailto:Colette.Balisteri@erie.gov)

### *Insurance*

Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per occurrence and general aggregate of \$1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage” (Form 5 CE-200) which can be obtained at the State Worker’s Compensation Board website: [www.wcb.ny.gov](http://www.wcb.ny.gov).

Please contact Colette Balisteri at [Colette.Balisteri@erie.gov](mailto:Colette.Balisteri@erie.gov) or 716-858-1572 if your organization is eligible to apply but may have difficulty procuring the insurance requirements as outlined above.

### *Alcohol*

County funds may be used for the purchase of alcohol if:

- the organization holds or obtains a license or permit as issued by the New York State Liquor Authority to serve, sell or distribute alcohol prior to the date of the event where alcohol will be served, sold or distributed and
- the serving, selling or distribution of alcohol occurs during public programming or public events specifically related to the furtherance of the cultural mission or operation of the organization. This excludes internal meetings such as staff, Board or Committee meetings. It is required that all organizations serving, selling and/or distributing alcohol obtain Liquor Liability Insurance for all events.

### *Accounting*

County funds must be maintained in a separate account, or the grant recipient must be able to account for the receipt, obligation, and expenditures of all County funds in the account and must be able to report on the use of funds as if the accounts were separate.

### *Best Practices*

All applicants are required to have the following documents regardless of number of employees or budget size:

- Bylaws
- Conflict of Interest Policy
- Whistleblower Policy

### *Contract Conditions*

We encourage each potential applicant to review the template contract to review all requirements if funds are awarded and accepted.

A sample contract is available in Appendix 4 or at <https://www3.erie.gov/cultural/funding-overview>, under “Additional Requirements”

## Funding Overview

- As General Operating Support (GOS), the funding is for the organization as a whole, not just a particular program/programs.
- Funds are limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies, and equipment.
- Grant funds may NOT be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable.

- No funds received shall be used for any service provided or activity performed outside Erie County.
- The total funding available is dependent on the Adopted County Budget (see full language in items 3 and 4 of the sample contract, Appendix 4). In general, the “Executive Recommendation” total in the current year’s Adopted Budget for the Art and Cultural Agencies Fund Center plus a percentage increase as determined by the County’s Budget Office (usually 3%\*) is used as the total funding available.
  - 2026 Executive Recommendation total: \$8,628,959
  - Usual increase allocated by the Budget Office\*: 3% or \$258,869
  - Estimated total funding available for 2027\*: \$8,887,828

*\* This may change depending on the fiscal conditions and needs of the County, as well as at the prerogative of the executive and/or legislative bodies of the County.*

- The total funding available is distributed amongst eligible applicants. The amount or percentage increase for each applicant is dependent on their request and score/application evaluation. See more in the Scoring and Evaluation section.
- Because the grant is dependent on the county’s budget process, applicants will **not** be contacted regarding the grant or amount.
  - The only way to find out if your organization has been awarded funding for a certain year is through the Erie County Budget process. The [Budget Books are available online](#). The Proposed Budget ("Draft") is provided by the County Executive in the fall and the Adopted Budget ("Final") is approved by the Legislature in December. Arts & Cultural Agencies funding is located under Budget Book A: Operating Funds, under Erie County Department of Environment and Planning.
- If awarded funds, a contract will be forwarded to the organization, usually in February, of the grant year.
  - A complete contract will be put through the County process. The contract will be sent on from DEP to, in order, the Erie County Department of Law for legal review, the Erie County Executive's Office for signatures and final approval, the Erie County Budget Office for accounting purposes, and the Erie County Comptroller's Office, who disburses the grant. This process may take several weeks to months.
  - The contract cover letter will include instructions and contact information for the staffer person managing the contract.
- Grants under \$10,000 are usually disbursed in one payment, while larger grants are usually disbursed in two payments, with the second payment scheduled for July (if the contract is submitted in a timely manner).
- There is no reporting requirement at this time. As an annual program, the organization’s operations are reviewed each funding cycle.
  - The County may review the use of the funds per contract items 5 thru 9, and retains the right to have refunded any unused monies per contract item 10. See the sample contract (Appendix 4) for full details.

## Application

### *How to Apply*

#### *New Applicants:*

- Review Eligibility requirements (page 6)
- Request an account to access the application ([erie.gov/cultural/AccountRequest](http://erie.gov/cultural/AccountRequest)) (more details on page 7)
- Review the application levels below
- Collect your required attachments (see page 13) according to your selected level
- Download and complete all questions of the downloadable Word docs (**recommended**) according to your selected application level (See appendices 1 through 3)
- Log in to the website
- Go to “Application” tab, and click the link in the “Application” section that reads “2027 Funding Application”
- Input all information and attachments
- Save progress at the end of each page
- Submit when done
  - Assistance with the submission will be available until 4:00pm on each due date.
  - Late or incomplete applications will negatively affect your score.

#### *Returning Applicants:*

- Review the application questions (see Appendices 1 through 3) and required attachments (see page 13)
- Collect your required attachments according to your application level
- Download and complete all questions of the downloadable Word doc (**recommended**) according to your selected application level (See appendices 1 through 3)
- Log in to the website
- Access your prior submission or start a new one
  - Prior Submission
    - Go to the “Submission” tab in your account page
    - Click on the Submission you wish to update (we recommend using the most recent)
    - Click the “Edit” tab
    - Update all information and attachments.
    - Save your progress frequently on the last page (you’ll need to navigate back to the last page you worked on to continue updating the application)
    - Submit when done (remember to select the “Ready for Review” checkbox)
  - New Submission:
    - Go to “Application” on the website
    - Follow the link to the application itself
    - Input all information and attachments

- Save progress at the end of each page
- Submit when done
- Assistance with the submission will be available until 4:00pm on each due date
- Late or incomplete applications will negatively affect your score

*After Submission*

If your application is submitted correctly through the website, you will receive the following message: "Thank you, your submission has been received" and a confirmation email.

- If you do not receive these messages, follow the directions/instructions, and resubmit.
- If your application is incorrect or incomplete, we will contact you as soon as possible to correct it. Please do not resubmit unless otherwise indicated in these instructions or by DEP staff. Only the first submission will be processed/considered otherwise as we begin processing your application immediately upon receipt.
- If your organization registered for an account but we do not receive your application, we will contact you to ensure all intended applications are received.

Because the grant is dependent on the county’s budget process, applicants will **not** be contacted regarding the grant or amount.

- The only way to find out if your organization has been awarded funding for a certain year is through the Erie County Budget process. The [Budget Books are available online](#). The Proposed Budget ("Draft") is provided by the County Executive in the fall and the Adopted Budget ("Final") is approved by the Legislature in December. Arts & Cultural Agencies funding is located under Budget Book A: Operating Funds, under Erie County Department of Environment and Planning.

*Levels*

The application has three levels. The higher the level, the more questions and expectations are in the application for the organization. This helps to reduce undue burden from smaller organizations or smaller grant requests.

LEVEL	MAX GRANT REQUEST	MAX % OF PRIOR FY EXPENSES ACTUAL
1*	≤\$50,000	≤20%
2*	>\$50,000 up to \$200,000	≤20%
3	>\$200,000	No set limit. However, requests greater than 20% will be detrimental to an organization’s score.

\* If any of these thresholds are surpassed, you must complete the next level application

*Financial Reports*

The following are the expected financial reports according to organization budget size. However, if the organization uses a different document as recommended by their financial advisors, they may submit it in lieu of the ones listed below.

Annual Gross Revenue & Support	NYS FINANCIAL REPORT
≤\$250,000	Management Prepared or CPA Compiled Financial Statements
>\$250,000 to <\$1,000,000	Independent CPA <b>Reviewed</b> Financial Statements
≥\$1,000,000	Independent CPA <b>Audited</b> Financial Statements

*Application Questions*

The leveled application question documents were prepared to help organizations draft their questions before inputting them into the application online. These are especially helpful for PRIOR applicants, as the update of the application can only be saved on the last page. (New applications can be saved on each page).

Downloadable word document versions available at <https://www3.erie.gov/cultural/application>, under “Application Questions Docs”.

REMINDER: Only the online version may be submitted and evaluated.

*Attachments*

**All documents must be titled as specified in the FILE NAME column**

DOCUMENT	INFORMATION	FILE NAME
<b>Examples</b>	Upload examples of Acknowledgement of County Funding. <ul style="list-style-type: none"> <li>▪ Funding Acknowledgement Samples may be a screenshot of your website, digital or physical copies/pictures of posters, event invitations, flyers, newsletters, plaques, links to videos with audio acknowledgement, etc. All samples should be clear on where they can be found or when/where they were performed.</li> </ul>	Organization’s Acronym.A.2027

DOCUMENT	INFORMATION	FILE NAME
	<ul style="list-style-type: none"> <li>▪ Save all visuals/links of the examples in one PDF file</li> <li>▪ Reminder: Acknowledge funding throughout the calendar year for which funds are awarded. The size and location of the Seal should be consistent with the seals or logos of donors, funders, supporters, contributors, investors, friends, etc. at the same level of funding. “Same level of funding” is to be interpreted as funds received by the organization from other donors, funders, supporters, contributors, investors, friends, etc. of equal amounts, or within the same quantile, as funds received from the County of Erie.</li> </ul>	
<p><b>Financial Report</b></p>	<p>Upload your organization’s most recent financial statement:</p> <ul style="list-style-type: none"> <li>▪ <b>NEW NYS</b> requirements for Fiscal Years starting <b>on or after 7/1/21</b> <ul style="list-style-type: none"> <li>▪ Management Prepared or CPA Compiled Financial Statements: Annual gross revenue and support under \$250,000</li> <li>▪ Independent CPA Reviewed Financial Statements: Annual gross revenue and support over \$250,000 but less than <b>\$1,000,000</b></li> <li>▪ Independent CPA Audited Financial Statements: Annual gross revenue and support over <b>\$1,000,000</b></li> </ul> </li> <li>▪ NOTE: Financial Statements prepared by a CPA should include:                             <ul style="list-style-type: none"> <li>▪ Statement of Activities (Income Statement),</li> <li>▪ Statement of Financial Position (Balance Sheet),</li> <li>▪ Statement of Functional Expenses, and</li> <li>▪ Statement of Cash Flow.</li> </ul> </li> </ul>	<p>Organization’s Acronym.B.2027</p>

DOCUMENT	INFORMATION	FILE NAME
<b>Financial Worksheet</b>	<p>Complete and upload the financial worksheet.</p> <p>The financial worksheet is a pre-made, required, Excel document that must be downloaded, completed, and saved as a PDF to submit in the application.</p> <p>The worksheets are unique to the level - make sure to submit the worksheet that matches the application level.</p> <p><a href="#">Level 1</a></p> <p><a href="#">Level 2</a></p> <p><a href="#">Level 3</a></p>	Organization's Acronym.C.2027
<b>Tax Filing</b>	<p>Upload your organization's most recently <b>submitted</b> IRS Form 990, 990-EZ, or 990-N</p> <p>NOTE: no other 990s are appropriate or accepted in this funding program.</p>	Organization's Acronym.D.2027
<b>Bylaws</b>	Upload your organization's current bylaws.	Organization's Acronym.F.2027
<b>Conflict of Interest Policy</b>	<p>Upload your organization's Conflict of Interest Policy per NYS Not-For-Profit Corporation Law §715-a, with a blank Declarations/Disclosure form, and copies of signature pages of all current board members and Key Persons' Declarations/Disclosure form</p> <ul style="list-style-type: none"> <li>▪ A template is available at <a href="http://erie.gov/cultural/resources">erie.gov/cultural/resources</a></li> </ul>	Organization's Acronym.G.2027
<b>Whistleblower Policy</b>	<p>Upload your organization's Whistleblower Policy per NYS Not-For-Profit Corporation Law §715-B.</p> <p><i>NOTE: An active Whistleblower Policy is required of all applicants regardless of budget size or number of employees</i></p> <ul style="list-style-type: none"> <li>▪ A template is available at <a href="http://erie.gov/cultural/resources">erie.gov/cultural/resources</a></li> </ul>	Organization's Acronym.H.2027
<b>Strategic Plan</b>	Upload your organization's current Strategic Plan	Organization's Acronym.I.2027

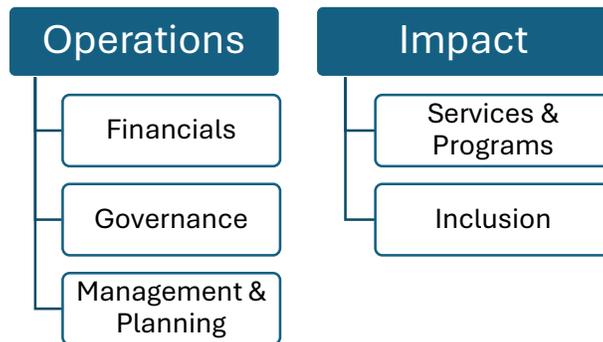
DOCUMENT	INFORMATION	FILE NAME
<b>Additional Information</b>	You may submit an additional attachment with information you'd like to share with the Board, whether providing further details on application questions or on topics not addressed in the application. May be narrative and/or images.	Organization's Acronym.Z.2027

### Scoring and Evaluation

Submitted applications are distributed amongst the 15 members of the EACAB and DEP staff. Board members are divided into smaller teams (usually three groups of 5 or five groups of 3). Each team has a leader, and each team member must be free of conflicts of interest from the applications/organizations to be reviewed by the team members. Each application has a single reviewer but may be discussed amongst team members. Particular concerns may be referred to the Executive Committee, or other board members with expertise in the subject. Clarifying questions may be sent to DEP staff to pass on to the organization for a response before a final score is assigned.

Each reviewer reads the entire application and attachments and completes the Review Sheet by assigning a score to each section of the application.

*Application Sections:*



Scoring:

Score	Descriptor	Strengths/Weaknesses
9	Exceptional	Exceptionally strong (the standard to meet for field or discipline with essentially no weaknesses)
8	Outstanding	Extremely strong with negligible weaknesses
7	Excellent	Very strong with some minor weaknesses
6	Very Good	Strong with numerous minor weaknesses
5	Good	Strong but with at least one moderate weakness
4	Satisfactory	Strong but at least one major weakness
3	Fair	Some strengths but with some moderate weaknesses
2	Marginal	Some strengths but with at least one major weakness
1	Poor	A few strengths and a few major weaknesses
0	Concerning	Very few strengths and numerous major weaknesses
		<b>Minor Weakness:</b> An easily addressable weakness that does not substantially lessen impact.
		<b>Moderate Weakness:</b> A weakness that lessens impact.
		<b>Major Weakness:</b> A weakness that severely limits impact.

Points may be removed from the total score for late and/or incomplete applications or attachments.

Points may be added to the total score for exceptional performance in particular sections or overall.

Maximum possible score (before bonuses, if any): 45 (100%)

DEP staff collates all scores and begins the work of distributing the total funding available (Note: total funding available is regularly less than half the total funding requested). Considerations include: organization’s score, request, size and/or prior grant amount, percentage reliance on county funding, and more.

The Board meets in July to discuss the overall cohort, adjust, if needed, the DEP staff recommendation. They also vote on the original or adjusted recommendation for submittal to the County Executive’s Office. See “Process Overview” for information following this recommendation.

## FAQS

### **Login Issues:**

- Ensure you are using the correct login portal: [Log in | Cultural \(erie.gov/cultural/user/login\)](https://erie.gov/cultural/user/login); NOT erie.gov alone)
- New Applicants: If this is your first time applying for funding with Erie County as a new applicant, please request an account at [erie.gov/Cultural/AccountRequest](https://erie.gov/Cultural/AccountRequest)
- Refresh your window or try using an Incognito or InPrivate window and/or clear your browsers cookies and/or history if still having issues logging in
- View our application demo and instructions in our “**Applicant Briefings**” on the County YouTube page, [Arts & Culturals playlist](#)

### **Editing Your Application:**

- You can get back into the application by logging in, go to the “Submissions” tab, select your submission, and click the “Edit” tab. **Important:** Save your edits on the **last** page – saving on each individual page may not be available when updating an application (instead of starting a new application).

### **Resetting Your Password:**

- Go to [erie.gov/cultural](https://erie.gov/cultural), click “log in” on the bottom of the page, then go to the “Reset Password” tab. **Use your username**, *not* your email. Check your email inbox as well as your spam/junk folder for the password reset link. If it does not arrive within 10-15 minutes, contact us at [Colette.Balisteri@erie.gov](mailto:Colette.Balisteri@erie.gov)

### **Multiple Applications in your “Submissions” tab:**

- If multiple applications have been submitted over the years, then older applications may be visible on your account. The most recent application will have the highest number.

### **Entering Numbers:**

- Ensure the number lock key on your keyboard is on.
- If updating a past submission, ensure you are in “Edit” mode.
- Ensure you are using the number format indicated in the question/application.

### **Racial, Economic, and Environmental Justice Initiatives:**

- We expect non-profits to be aware of these principles and how they can, with small actions, affect them.
- We do not expect major initiatives or political actions that would put your non-profit status at risk. Examples of how your organization can support these principles:

- Racial Justice: An example of support for racial justice for a historical society would be including the pre-colonial history of the town and the indigenous peoples that lived there.
- Environmental Justice: An example of environmental justice practices involves the restoration of structures in low-income areas.
- Economic Justice: An example of economic justice may involve different cost tiers for tickets/entrance, providing programming to low-income areas/persons, etc.

**“Ready to Review” Button Unavailable**

- The “Ready to Review” is the page immediately before the Preview/Save page.
- New applicants: This page will be automatically skipped for new applicants. Select either “Save” (to continue working on your application) or “Submit” (to send submit final version to DEP/EACAB) on the Preview/final page.
- Returning Applicants: Make sure to answer the “New Applicant” question on page 2 with “No”. The “Ready to Review” checkbox will then appear before the final/preview page; check that box, and then “Save” on the final/preview page to Submit for DEP/EACAB review.
  - If you are NOT ready to submit, and wish to continue working on your application, UNCHECK the “Ready for Review” checkbox, and then save on the Preview/final page.

**Submission Confirmation:**

- Returning applicants: To ensure your application is submitted correctly, make sure the "Ready for Review" box is checked before moving to the preview/final page.

**CAUTION** - This checkbox is only if your application has been **completely updated for 2027 and is ready to be submitted for review RIGHT NOW.** If your application is **NOT** yet ready for submission, **uncheck the box** to continue to the Preview page (next page), and edit as needed.

TO SUBMIT: check the box below, go to the Preview page, and hit "Save".

*Make sure to hit "Save" on the Preview page (next page), or the application will not submit.*

2027 Funding Application is Updated and Ready for Review

< Previous
Preview

- New Applicants: Click “Submit” when your application is ready:



- BOTH new and returning applicants: When your application has been successfully submitted, you will see this page:



27 of 27 (100%)

**COUNTY** Applicants:

*NEW* applicants: your application has been submitted. You'll receive an email confirmation momentarily at the "Grant Contact" email address you provided. Please look for that email before reaching out. Remember to check your spam/junk folders.

*PRIOR* applicants:

- If you did NOT check the "Ready for Review" checkbox - your application has been **updated, but NOT submitted**.
- If you DID check the "Ready for Review" checkbox - your application has been **updated AND submitted**. You should receive a confirmation email momentarily at the "Grant Contact" email address you provided. Please look for that email before reaching out. Remember to check your spam/junk folders.

If you submitted the application in error:

Please send a "Disregard our most recent submission" email to Colette Balisteri at [Colette.Balisteri@erie.gov](mailto:Colette.Balisteri@erie.gov) for COUNTY applications. Please make sure to include your organization's acronym in the email heading. And, **if you are updating an application**, make sure to uncheck the "Ready for Review" checkbox before making any further edits.

Thank you!

[Back to form](#)

Please check your inbox and spam/junk folders for the confirmation email before contacting DEP.

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## Levels 1, 2, and 3 Questions

Downloadable word document versions available at <https://www3.erie.gov/cultural/application>, under "Application Questions Docs".

### **Additional Resources:**

Links and copies of relevant documents and guidance are available at <https://www3.erie.gov/cultural/resources>.

## Appendix 1: Sample Contract

Also available at <https://www3.erie.gov/cultural/funding-overview>, under “Additional Requirements”

### CULTURAL SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2025, effective through December 31, 2025, by and between **THE COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the “County”), and «**ORGANIZATION\_\_CONTRACT**» (the “Organization”), a not-for-profit corporation, having its principal place of business at «**ADDRESS**», «**CITYTOWN**» New York «**ZIP**».

#### WITNESSETH:

**WHEREAS**, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County’s 2025 Budget for the purpose of making a conditional grant to the Organization; and

**WHEREAS**, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:**

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** (“Scope of Work”). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 22 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed \$«**TOTALCONTRACT**» («**WRITTEN**» and No Cents) payable as follows:

50% thereof or \$ «**M\_12\_PAYMENT\_2**» within 30 days of the execution of this Contract;  
and  
50% thereof or \$ «**M\_12\_PAYMENT\_2**» on or about June 17, 2025.

Payments shall be made on two separate invoices submitted by the Organization to the Erie County Department of Environment and Planning (the “Department”) and approved by the Department. The Department will approve payments once it has received the invoices and signed attestation regarding the Organization’s financial documentation as described in **Exhibit B** as “Additional Understandings”. The invoice for first payment should be dated the same date as the Contract signed by the Organization. The second invoice is to be dated June 19, 2025 for that payment to be issued.

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Budget Director, pay to the Organization from time to time such amounts as

the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract, and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with

certified or verified invoices thereto attached, in such form and detail as may be required by the County, and at such times as the County may determine up to and including one year following termination of this Contract.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others

employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per occurrence and general aggregate of \$1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: [www.wcb.ny.gov](http://www.wcb.ny.gov).

Attached hereto and incorporated herein as **Exhibit C** are copies of the Organization's Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Organization shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. County funds may be used for the purchase of alcohol if: (1) the organization holds or obtains a license or permit as issued by the New York State Liquor Authority to serve, sell or distribute alcohol prior to the date of the event where alcohol will be served, sold or distributed and (2) the serving, selling or distribution of alcohol occurs during public programming or public events specifically related to the furtherance of the cultural mission or operation of the organization. This excludes internal meetings such as staff, Board or Committee meetings. It is

required that all organizations serving, selling and/or distributing alcohol obtain Liquor Liability Insurance for all events.

24. County funds must be maintained in a separate account, or the grant recipient must be able to account for the receipt, obligation, and expenditures of all County funds in the account and must be able to report on the use of funds as if the accounts were separate.

25. Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

26. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

27. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third-party rights are expressly granted herein.

28. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

29. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto

may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:  
Commissioner of Environment and Planning  
95 Franklin Street, Room 1053  
Buffalo, New York 14202

With a copy to:  
County Attorney  
95 Franklin Street, Room 1634  
Buffalo, New York 14202

To the Organization: at the address first listed above.

30. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

[END TEXT]

FOR REFERENCE ONLY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

«ORGANIZATION\_\_CONTRACT»

\_\_\_\_\_  
MARK C. POLONCARZ / LISA M. CHIMERA  
County Executive / Deputy County Executive  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Witness to Organization's Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO CONTENT

\_\_\_\_\_  
THOMAS E. BAINES, ESQ.  
Deputy Commissioner  
Erie County Department of Environment and Planning  
Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
RICHARD E. STANTON  
Assistant County Attorney  
Document No. \_\_\_\_\_  
Dated: \_\_\_\_\_



EXHIBIT A

SCOPE OF WORK

*Public Benefit Services to be Provided Pursuant to this Contract  
by the Organization. (Reference Contract Paragraph 1)*

FOR REFERENCE ONLY

**EXHIBIT B**

**ADDITIONAL UNDERSTANDINGS**  
*(Reference Contract Paragraph 2)*

**FOR REFERENCE ONLY**

**ADDITIONAL UNDERSTANDINGS**

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization’s operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization’s Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:

- a. Strategic Plan (three to five-year time horizon);
- b. Annual Business Plan;
- c. Performance metrics and progress on those metrics related to County funding;
- d. Managerial competence;
- e. Organizational sustainability; and
- f. An accounting of the Organization’s use of County funding, including a detailed list of expenditures of funds received from Erie County.

*I, the undersigned, do hereby acknowledge and agree to the requirements detailed under paragraphs 1 and 2 under Exhibit B, entitled “Additional Understandings,” and do certify based on my knowledge, that the supporting documentation provided during the 2025 Cultural Application Process including, but not limited to, the Organization’s Bylaws; 2025 Proposed Operating Budget; 2025 Proposed Cash Flow Statement; and all other relevant financial documents:*

- *Are accurate, correct and do not contain any untrue statement of material fact;*
- *Have not been materially altered since they were submitted to the County during the application process;*
- *Do not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and*
- *Fairly presents, in all material respects, the financial condition and results of operations of the Organization as of and for the periods presented in the financial statements.*

\_\_\_\_\_  
*[Signature of Executive Director or Chair]*

Name: \_\_\_\_\_

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

**NOTE:** In the event that the Organization is not able to attest as to the above-listed information and/or that the materials submitted during the 2025 Application Process have been either materially altered or found by the Organization to have contained inaccurate information, the Organization is asked to contact the Department of Environment and Planning for further instruction.

**EXHIBIT C**

**INSURANCE CERTIFICATES**

*To be Provided Pursuant to this Contract by the Organization  
(Reference Contract Paragraph 16)*

**FOR REFERENCE ONLY**

**EXHIBIT D**

**ERIE COUNTY EQUAL PAY CERTIFICATION**  
*(Reference Contract Paragraph 19)*

**FOR REFERENCE ONLY**

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

\_\_\_\_\_  
Signature

**Verification**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

A) \_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) \_\_\_\_\_, being duly sworn, states that he or she is the (Name of Corporate Officer) \_\_\_\_\_, of \_\_\_\_\_, (Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

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