

WHEREAS, a "Zombie Foreclosure" occurs when a homeowner vacates their property after a mortgage default and threat of foreclosure, with the home becoming a "Zombie" because the bank has not completed the foreclosure process; and

WHEREAS, the longer a property remains in the foreclosure process, the more often neighboring homeowners will struggle with a multitude of issues, such as an unattended home becoming a danger to children, a potential place for vagrants and squatters to move in without fear of eviction, as well as unkempt landscaping leading to an increase in unwanted wildlife during the summer months and obstructed sidewalks during the winter months; and

WHEREAS, vacant homes diminish the value of surrounding properties, sometimes significantly lowering the sale price of an entire street, and blighted properties may result in demolition; and

WHEREAS, diminished property values present budgetary and property tax revenue challenges for towns, villages and cities in Erie County; and

WHEREAS, the Erie County Clerk, Michael P. Kearns, and the Western New York Law Center (the "Law Center") for over a decade have been undertaking various efforts and initiatives to combat the impacts that Zombie Foreclosures have on neighborhoods in Erie County; and

WHEREAS, the New York State Legislature passed the 2016 Zombie Property and Foreclosure Prevention Law (the "Zombie Foreclosure Law"), which in part amends New York Real Property Actions and Proceedings Law ("RPAPL") Section 1308 to require holders of first lien mortgages, or their servicing agents, to secure and maintain vacant one-to-four family properties; and

WHEREAS, the Law provides the following tools in the fight against Zombies: banks or servicers that fail to maintain properties can face potential penalties of up to \$500 per day per property; creation of an expedited foreclosure process; and, RPAPL Section 1310's establishment of a statewide database of abandoned properties to be maintained by the New York State Department of Financial Services;

WHEREAS, the Erie County Legislature has provided the Erie County Clerk, Michael P. Kearns, and the Western New York Law Center with effective resources to: deliver technical assistance to County municipalities; engage the community to persuade lenders to complete the foreclosure process and perform regular property maintenance; and enforce the Zombie Foreclosure Law; and

WHEREAS, in September of 2019, Erie County Clerk, Michael P. Kearns, announced the creation of the Erie County Clerk's ZOMBIES Initiative (Zero tolerance; Open lines of communication; Municipal participation; Bank accountability; Intervention in neighborhoods; Engage and educate communities; Solutions) to provide additional resources to Erie County municipalities and communities facing Zombie Foreclosures; and

WHEREAS, the emergence of the COVID-19 pandemic and its widespread financial impacts caused the statewide default on mortgages to soar to 11.8% at the height of the pandemic, and recent numbers from October 2021 showed that 7.4% of all homeowners in New York State were behind on their mortgage payments; and

WHEREAS, in February of 2021, the Erie County Clerk and members of the Erie County Zombie Foreclosure Task Force created the "Stay in Your Home Campaign" to introduce effective strategies to combat foreclosures caused by the COVID-19 pandemic; and

WHEREAS, ever changing state and federal regulations have temporarily staved off a surge in foreclosures but it is anticipated that foreclosures will sharply increase once these measures end; and

WHEREAS, hundreds of homes in Erie County are currently considered "Zombies," stuck in foreclosure limbo and a drastic increase in the number of foreclosures will escalate the possibility of more Zombie properties; and

WHEREAS, the Erie County Clerk's ZOMBIES Initiative has resolved issues with dozens of Zombies in Erie County; and

WHEREAS, the County of Erie is New York State's leader in combatting Zombies;

WHEREAS, tackling the problem of Zombies in Erie County requires effective communication and cooperation to ensure properties are appropriately targeted and municipalities have potent and practical resources to protect their communities.

**[OPTIONAL: "Whereas clauses" specific to the municipality adopting the resolution.]**

NOW THEREFORE, BE IT

RESOLVED, that the \_\_\_\_\_ of \_\_\_\_\_ supports the Erie County Clerk's ZOMBIES Initiative and the Stay in Your Home Campaign; and be it further

RESOLVED, that the \_\_\_\_\_ of \_\_\_\_\_ hereby pledges to avail itself of the technical assistance available from the ZOMBIES Initiative to develop a strategy to address and prevent Zombies; and be it further

RESOLVED, that the \_\_\_\_\_ of \_\_\_\_\_ encourages community engagement to report Zombies; and be it further

RESOLVED, that the \_\_\_\_\_ Clerk shall forward a certified copy of this resolution to Erie County Clerk, Michael P. Kearns.



# JAMESON ROOFING

106 Evans St \* Hamburg NY 14075\* 716-646-9494

---

April 12, 2022

To: Town of Collins

ATTN: Kenneth E. Miller

From: John Stachewicz

RE: Painter Community Center

**Dear Mr. Miller**

After inspection of the front roof section at Painter Community Center we have found many areas of loose wall flashings and the field of roof need to be recoated to sustain the life of the membrane. We propose repair as per the following **Scope of work:**

- A. Install OSHA approved fall protection at the building perimeter.
- B. Pull falling wall flashing back in place and install metal termination bar fasten into wall to secure.
- C. Install SP1 caulk at top of termination bar

**We Exclude:**

- 1) Anything not listed in the above scope of work.
- 2) Sales Tax on Labor (Owner to provide a certificate of Capital Improvement).
- 3) Winter work / Snow & Ice Removal
- 4) Changes in roofing schedule: project bid to start in good weather (start date to be mutually agreed upon between Jameson and the Owner) and roofing to complete in 15 good weather weekdays as defined by our Inclement Weather Policy (available upon request). There will be a lag in the start of sheet metal installation due to the need to measure after completion of the roof. All material submittals must be returned and acceptable a minimum of 10 days before the work period starts.
- 5) 2<sup>nd</sup> or 3<sup>rd</sup> shift, Weekend or Holiday work (overtime work as defined by Union Contracts)
- 6) Bonds, Business or Workforce Participation requirements of any kind.
- 7) Cost for adjustments to scope if required by code and/or local building permit issuing authority.
- 8) Allowances for additional bad decking or other unforeseen conditions.
- 9) **Force Majeure – Coronavirus Disease 2019 (“COVID-19”)**. The parties acknowledge that the potential effects of the coronavirus disease (“COVID-19”) pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect Subcontractor’s workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely impact the contractor’s ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the COVID-19 pandemic are beyond the control of the parties, and if such delays occur, Subcontractor will be granted a reasonable extension of time and an equitable adjustment in the contract amount for the additional costs incurred by contractor resulting from the COVID-19 pandemic. Subcontractor shall give Contractor written notice of delay it experiences due to the COVID-19 pandemic and any additional costs it incurs due to such delay.
- 10) Insurance requirements beyond our Standard Coverage

- 11) Customer/specification mandated contractor orientation, on-site training, drug testing, security background checks, and similar requirements which may have added costs or time involved. The cost of all such requirements will be an extra payable to Jameson Roofing.
- 12) Material pricing are volatile. We cannot guarantee timely delivery, and price spikes will have to be compensated to Jameson Roofing Co., Inc. if there are increases greater than 5%.
- 13) Structural Demolition.
- 14) Correction of Deck irregularities. (Decks must be properly attached, level and flat and without deformations designs.)
- 15) Removal, Replacement and/or New Roof ladders or other miscellaneous metal / fabrications.
- 16) Repair or replacement of electrical or mechanical elements buried in the existing roof system to be removed or roofed over, or beneath the structural deck, and other repairs to the mentioned systems required as a result of their disturbance.
- 17) Protection of roof from damage by other trades. Cleanup or repair after other trades. The cost of any repairs to our work will be an add change order to our contract unless it is proven that the damage was caused by us.
- 18) Sill Flashing, Louvers and any Metal Flashing not in contact with roofing materials
- 19) Thru-wall Counterflashing or Sheet-metal or Roofing material embedded in the work of others.
- 20) Custom Sheet metal colors.
- 21) Thru wall fabrics
- 22) Soffit Work
- 23) Field or Shop Painting of any kind.
- 24) Mechanical Curb work, insulation of curbs by others
- 25) Roof contractor shall not be liable for claims or damages arising from or related to deficiencies in roof drainage and consequences of water accumulating on the roof. It is the Owner's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate drainage design and compliance with applicable codes, including potential need for additional drains, scuppers, or overflow drains and it is the Owner's responsibility to maintain drains so that they are not clogged and function properly. Roofing Contractor's work does not include evaluation of the existing drainage, proper location or size of roof drains, drainage design, or adequacy of drainage.

**Total Contract Cost: \$ 7,773.00**

This price will be honored for ten (10) days from the bid date.

All work must be approved by signing this proposal prior to commencement of the project.

## Attachment A

1. **Acceptance of Contract:** Acceptance of this contract is limited to the price and terms and conditions stated in this Proposal and any plans, specifications, and exhibits referenced herein. Terms on Customer's invoice, bills of lading or forms that are additional to or inconsistent with the provisions in this Purchase Order are rejected and shall be deemed a material alteration. No changes or deviations will be effective unless accepted in writing by an authorized agent of Jameson Roofing Inc. (hereinafter referred to as Jameson Roofing, Inc. or Contractor).
2. **Payment:** If called for by the payment terms provided by this Proposal, Contractor will submit regular invoices to Customer for partial progress payment on such terms as the parties have agreed. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner or General Contractor to the Contractor when the Contractor has fully performed the Work of this Agreement (full performance shall mean substantial completion of the work and submission of any required warranties; it shall not require completion of all agreed-upon punch list items). Contractor may terminate this Contract upon written notice to Customer of Customer's non-payment of any sums duly invoiced and not paid within 30 days. Additionally, Contractor may charge interest on any invoiced amounts not paid within 30 days at a rate of: (1) 1.5 % per month; or (2) if the laws of the jurisdiction in which the project is located mandate a lower rate, the highest rate allowable under the law.
3. **Communication:** Customer shall promptly make available to Contractor any and all information that might reasonably affect the Work and that becomes available to the Customer subsequent to the execution of this Proposal.
4. **Changes to the Work:** Any changes, alteration, or deviations from the Work described herein involving additional costs shall only be executed upon execution of a written change order signed by both parties, and such costs shall become an extra charge over and above this Proposal. Contractor shall not be obligated to perform additional work unless the terms of this subsection are complied with. However, if Customer request and authorizes additional work, and Contractor elects to perform additional work without a written change order, Contractor shall be entitled to payment for such additional work: (1) in the amount agreed upon by the parties; or (2) based on the reasonable value of the additional work, including margins for overhead and profit commensurate with those contemplated for the original Work by this Contract.
5. **Timing/Scheduling:** Customer shall cooperate with Contractor in scheduling the Work and shall provide Contractor reasonable access to the Project throughout the work as reasonable required for its completion. An adjustment shall be made for delays caused by the Customer, including profit on the increased cost of performance, should the work be suspended, delayed, or interrupted through no fault of Contractor, including but not limited to, Customer's failure to provide agreed upon materials or materials that fail to meet specifications if required by the Proposal that results in "down-time." All adjustments that result due to Customer's delay shall be made at the rate contemplated by Contractor at the time of the submission of the Proposal. No adjustment shall be made to the extent that: (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) an equitable adjustment is made or denied under another provision of this Contract.
6. **Liens:** All partial or final lien waivers shall be provided, in form satisfactory to Customer, only AFTER receipt by Contractor of payment for the materials and Work for which Customer seeks such waivers.
7. **Indemnification:** To the fullest extent permitted by law, Customer shall indemnify and hold harmless A.W. Farrell & Son, Inc., its consultants and agents, and the directors, officers, employees, partners, shareholders, members, property managers, affiliates, representatives, mortgagees, and insurers, of any of them, and their successors and assigns (each, an "A W Farrell & Son Inc. Entity," and collectively, the "A W Farrell & Son Inc. Entities"), from and against any and all claims, damages, losses, liabilities, demands, causes of action, administrative or regulatory proceedings, liens, settlements, judgments and expenses, including but not limited to attorneys' fees, investigative costs and any insurance deductibles, directly or indirectly arising out of or resulting from (a) bodily injury, sickness, disease, personal injury, or death of any employees of Customer, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, while at the site where work is conducted, or elsewhere, or breaches of this agreement, however such injuries may be caused, which indemnification obligation shall in no way be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Customer or its subcontractors under any worker's or workmen's compensation acts, disability benefit acts

or other employee benefit acts, (b) bodily injuries or death to any person or persons who are not employees of Customer, (c) property damage, (d) property destruction (including loss of use thereof), (e) intangible pecuniary loss, sustained or alleged to have been sustained by any business, organization or person, including employees of Customer and any subcontractors, (f) any claim by any laborer, materialman or subcontractor for materials furnished or labor performed in connection with the Services, (g) any infringement of any patent arising out of or in connection with the performance of the Services or the use of materials and equipment furnished for or in connection with the Services, or (h) any breach of this Agreement by Customer or any of its subcontractors, arising out of or in connection with the performance of the Services by Customer or, its agents, servants, employees, subcontractors or independent contractors retained or hired by Customer, regardless of whether it was caused in part by the passive conduct, vicarious negligence or implied omission of any of the Contractor entities.

8. **Termination for Cause:** Contractor may terminate this Contract upon written notice to Customer of Customer's non-payment of any sums duly invoiced and not paid within 60 days after coming due under this Proposal or any subsequent contract excluded by the parties. Further, Contractor may terminate this Proposal should Customer fail to observe any other term or condition stated herein and fail to correct such breach within five (5) days of being notified in writing of Contractor intention to terminate this agreement.
9. **Dispute Resolution:** In the event there is a dispute or claim made against Contractor by Customer relating to Work contemplated herein, Contractor may at its election demand the dispute be referred to mediation and, if unsettled by mediation, to binding arbitration using Construction Industry Arbitration Rules of the American Arbitration Association. Any such proceedings shall be conducted in the county wherein the Project, or any part of it is located.
10. **Costs:** Customer shall indemnify Contractor for the cost and expenses Contractor may incur in the collection of any unpaid balance of the agreed upon price of the Work agreed to in this Proposal that is not timely paid by the Customer under the terms specified herein or under any subsequent contract executed by the parties. Such costs and expenses shall include, but are not necessarily limited to Contractor reasonable attorney's fees incurred in such collection efforts, whether or not litigation must be filed in order to collect the aforesaid unpaid sums.
11. **Asbestos and Hazardous Material:** This Proposal and contract is based upon the condition that the work to be performed by Contractor will not involve asbestos containing or toxic material and that Contractor will not encounter or disturb such materials during the course of performing the roofing work. Contractor is not responsible for expenses claims or damages arising out of the presence, disturbance or removal of asbestos containing or toxic material. In the event that Contractor encounters such materials, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos containing or toxic materials at the work site.
12. **Entire Agreement:** This document, together with any specifications, drawings or other documents made part thereof shall constitute the entire agreement between the parties. The terms and conditions which govern the provisions of the goods or services described in the Agreement limited to the terms and conditions specified herein, and formation of any contract is expressly made conditional on customer's assent to these terms. The terms and conditions supersede all prior discussions, proposals, representation, and agreements. Contractor will not be bound by any additional, different or inconsistent terms in acknowledgement, novices or other documents from Customer.

Thank you for this opportunity and if you have any questions, please feel free to contact me.

Respectfully Submitted

**Jameson Roofing, Inc.**

**John Stachewicz**  
**Service Manager**  
**(716) 485-1317**  
**[john.stachewicz@jamesonroofing.com](mailto:john.stachewicz@jamesonroofing.com)**

Accepted:

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Signature**

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

**Resolution Submitting Question of Abolishment of One Elected Town Justice  
to Voters at Biennial Town Election**

**WHEREAS**, The Town of Collins currently has two elected Town Justices; and

**WHEREAS**, The Town Board has determined that it would be in the best interests of the Town of Collins to reduce the number of Town Justices to one; and

**WHEREAS**, The term of office of one of the elected Town Justices will expire on December 31, 2022, and now therefore be it

**RESOLVED**, pursuant to the provisions of New York Town Law Section 60-a(2), the Town of Collins hereby reduces to one, the number of Town Justices for the Town of Collins, with the Town Justice position having an elected term of office expiring on December 31, 2022, being eliminated; and be it further

**RESOLVED**, that this Resolution shall be subject to permissive referendum as provided by New York State Town Law Article 7, Section 90 through Section 94; and be it further

**RESOLVED**, the Town Clerk is hereby authorized and directed to publish notice of this Resolution in the official newspaper of the Town within ten (10) days, and also within ten (10) days post on the signboard of the Town; and be it further

**RESOLVED**, that this resolution shall take effect on the thirtieth day, or upon such resolution having been approved by an affirmative vote of a majority of qualified electors of such town, if a valid petition be filed within the statutorily authorized time period forcing such question on the ballot at a general or special town election.

The resolution as stated above is hereby adopted by a majority vote of the Town of Collins Town Board at an official meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, the ayes and nays take and recorded below:

\_\_\_\_\_ Ken Martin, Supervisor

\_\_\_\_\_ Jackie McLean, Deputy Supervisor

\_\_\_\_\_ Jim Hotnich, Councilman

\_\_\_\_\_ Mary A. Stelley, Councilman

\_\_\_\_\_ Jane Sion, Councilman

CERTIFIED: \_\_\_\_\_

Becky Jo Summers, Clerk

Town of Collins

The Supervisor declared that the foregoing Resolution was duly carried, and further directed to the Town Clerk of the Town of Collins to, within 10 days, post on the signboard of the Town, a copy of this Resolution, and also within 10 days, to publish a copy of this Resolution in the newspaper designated by the Town for such publication.