

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 1st day of April, 1974 at 2:30 P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Benedict T. Holtz, Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney; Carl Trafalski, Building & Plumbing Inspector; Edward Maraszek, Deputy Superintendent of Highways; Chester L. Bryan, Town Engineer; Benedict L. Kostrzewski, Chief of Police.

Supervisor Weber opened the meeting with a prayer.

I. BIDS

Item No. 2 Highway Department - Repairs and Replacements of Concrete Curbs, Sidewalks and Approaches.

Referred to Alfred Wnek, Highway Superintendent.

Item No. 3 Highway Department - Two (2) New 1974 Mobile Radios.

Referred to Alfred Wnek, Highway Superintendent.

Item No. 4 Highway Department - 1974 Paver, Roller and Tractor Grass Mower.

Referred to Alfred Wnek, Highway Superintendent.

II. GENERAL COMMUNICATIONS

Item No. 5 N.Y.S. Department of Transportation - Notice of Order: Petition of ITA Buffalo Limousine, Inc.

Referred to John V. Rogowski, Town Attorney.

Item No. 6 Gerald J. O'Reilly, West Seneca Town Attorney - Notice of Public Hearing RE: Rezoning part of Lots No. 125 and 126, Mineral Springs and Harlem Rds.

Referred to John V. Rogowski, Town Attorney.

Item No. 7 Gerald J. O'Reilly, West Seneca Town Attorney - Notice of Public Hearing RE: Special Permit on part of Lot 21, Union Road.

Referred to John V. Rogowski, Town Attorney.

III. DEPARTMENTAL COMMUNICATIONS

Item No. 8 Motion by Councilman Wroblewski, seconded by Councilman Wasielewski

BE IT RESOLVED that the Building Permits submitted on April 1st, 1974 be approved subject to the Building Inspector's Approval with the following exceptions

Item No. 8 Cont'd

and stipulations:

The following Building Permits were H E L D:

PRIVATE DWELLINGS

Iona Bldrs.	40 Dubonnet Dr.
Iona Bldrs.	71 Madeira Dr.
Josela Enterprises	11 Garfield Court
Josela Enterprises	68 Old Stone Road
Josela Enterprises	35 Honorine Drive
Josela Enterprises	100 Marywood Drive
Josela Enterprises	104 Marywood Drive
Lancaster Homes	58 Dubonnet Drive
Lancaster Homes	213 Dean Road
Nantucket Bldg. Corp.	8 Knollwood Dr.
Nantucket Bldg. Corp.	12 Knollwood Dr.
Nantucket Bldg. Corp.	16 Knollwood Dr.
Nantucket Bldg. Corp.	20 Knollwood Dr.
Nantucket Bldg. Corp.	24 Knollwood Dr.
Nantucket Bldg. Corp.	64 Knollwood Dr.
Nantucket Bldg. Corp.	68 Knollwood Dr.
Nantucket Bldg. Corp.	71 Knollwood Dr.
Nantucket Bldg. Corp.	47 Parwood Drive
Nantucket Bldg. Corp.	71 Parwood Drive
Nantucket Bldg. Corp.	83 Parwood Drive
Nantucket Bldg. Corp.	66 Hillwood Drive
Nantucket Bldg. Corp.	70 Hillwood Drive
Nantucket Bldg. Corp.	82 Hillwood Drive
Nantucket Bldg. Corp.	76 Castlewood Dr.
Nantucket Bldg. Corp.	80 Castlewood Dr.
Nantucket Bldg. Corp.	84 Castlewood Dr.
Nantucket Bldg. Corp.	138 Castlewood Dr.
Nantucket Bldg. Corp.	154 Castlewood Dr.
Nantucket Bldg. Corp.	158 Castlewood Dr.
Nantucket Bldg. Corp.	162 Castlewood Dr.
Nantucket Bldg. Corp.	166 Castlewood Dr.
Helenbrook	31 Sherry Drive
Helenbrook	32 Cromwell Dr.
Helenbrook	44 Cromwell Dr.
Helenbrook	51 Cromwell Dr.
Helenbrook	55 Cromwell Dr.
Helenbrook	63 Cromwell Dr.
Helenbrook	72 Cromwell Dr.
Helenbrook	75 Cromwell Dr.
Helenbrook	83 Cromwell Dr.
Helenbrook	95 Cromwell Dr.

The following Commercial Structures have also been held:

Western Const. Corp. (Seneca Blueprint Co., Inc.)
3352-3354 Union Road
(Erect Steel Store Building - est. cost \$148,840.00)

T. A. Buscaglia Co., Inc. (Niagara Frontier Services Inc.)
889 Beach Road
(Erect Store Building - est. cost \$30,000.00)

Allgaier Const. Corp. (Moritz & Berta Allgaier)
3389 Harlem Road
(Extend Office Building - est. cost \$23,600.00)

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson

NAYES: 0

ABSENT: 0

4/1/74

Item No. 9 Town Clerk's Office - Call for Public Hearing for Rezoning on 466 Cleveland Drive.

Motion by Councilman Wroblewski, seconded by Councilman Halicki

WHEREAS, Benjamin and Jo Ann Picone have made application and requested the rezoning of property located at 466 Cleveland Drive from R-Residential to C-Retail Business District, NOW, THEREFORE, BE IT

RESOLVED that a Public Hearing be held regarding said request under the provisions of the Zoning Ordinance on May 6, 1974 at 2:00 o'clock P.M., Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

STATE OF NEW YORK }
COUNTY OF ERIE } ss.:

[Faded and mostly illegible text, likely a legal notice or ordinance.]

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the

Depew Cheektowaga
Herald and News

a newspaper with general circulation in the Towns of
Cheektowaga and Lancaster, and published at Depew,
New York, that notice of which the annexed printed
slip taken from said newspaper, is a copy, was in-
serted and published therein once a week for 1
week, the first insertion being on the 18 day
of April, 1974, and the last inser-
tion being on the same day of same
1974, and that not more than six days intervened
between any two publications thereof.

[Handwritten signature of George J. Measer]

18 day of
April 74
1974

[Handwritten signature: Measer]
George J. Measer
Depew, New York

My Commission Expires March 30, 1975

the cancelled the second
 ever, the response to her
 the ad for two weeks. How-
 the instructions to continue
 The BEE last week, with
 classified advertisement in
 Shirley Ave., inserted a
 Mrs. Leo Hagerty, of 518
 fled when we do.
 to please, and we're satis-
 readers, but the BEE aims
 relaying this story to our
 -straight off the street" by
 Maybe we're "taking the
Save with a B

STURDY UNINY TRAY, 2
 wheels, 2 wheel hitch, 209. A
 good buy. 634-5128.

SMASHA - Printer
 Truck covers, 220.
 Motor Home, 200.
 602, 577. 634-5128.

SCOTTIE '57 1966, sleeps 6,
 self contained. Good condition.
 634-7923.

George J. Measer

being duly sworn, deposes and says that he is the

Publisher

of the

Depew Cheektowaga
Herald and News

a newspaper with general circulation in the Towns of
 Cheektowaga and Lancaster, and published at Depew,
 New York, that notice of which the annexed printed
 slip taken from said newspaper, is a copy, was in-
 serted and published therein once a week for 1
 week, the first insertion being on the 18 day
 of April, 1974, and the last inser-
 tion being on the same day of same,
 1974, and that not more than six days intervened
 between any two publications thereof.

George J. Measer

Sworn to before me this 18 day of
April 74
19

Eleanor Measer
~~XXXXXXXX~~ Eleanor Measer
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires March 30, 1975

NOTICE IS HEREBY GIVEN
that a Public Hearing will be held
by the Town Board of the Town of
Choctowaga, Erie County, New
York, at the Town Hall in the said
Town of Choctowaga, corner of
Broadway and Union Road, on
the 8th day of May 1974 at 2:00
o'clock P.M., Eastern Daylight
Saving Time of said day for the
purpose of considering the appli-
cation of Benjamin A. Jr. Ass.
of the property located
at the corner of Broadway and
Union Road, and
accordingly, pursuant
to Section 10-03 of the Zoning
Ordinance of the Town of
Choctowaga, New York.

DESCRIPTION
THAT TRACT OR PAR-
CELS OF LAND situated in the
Town of Choctowaga, County of
Erie and State of New York, and
being part of Lot Number
17, Township
(11), Range 10-03 of
the National Land Company's
Survey and Section 10-03 of
the Township Lot Number
17, as shown on
the map in the Erie County
Clerk's Office under C.A.V.
Number 118, and being more
particularly described as
follows: to wit, by and for
the said Benjamin A. Jr. Ass.
of the property located
at the corner of Broadway and
Union Road, and
accordingly, pursuant
to Section 10-03 of the Zoning
Ordinance of the Town of
Choctowaga, New York.

All parties in interest and
others will be given an oppor-
tunity to be heard in regard to
such proposed application.

**BY ORDER OF THE TOWN
BOARD**
Supervisor Daniel E. Weber
Councilmen:
Felix T. Wroblewski
Frank E. Swiatek
Joseph J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson Jr.
BENEDICT T. HOLTZ
Town Clerk

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechtle, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication... *April 18, 1974* ...;
last publication.....;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechtle.....

Sworn to before me this *19th*

day of *April*, 19*74*

Naidine C. Marong (William).....

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

Item No. 10 Highway Department - Request Establishment of a Petty Cash Fund.

Motion by Councilman Halicki, seconded by Councilman Wasielewski

WHEREAS, Alfred F. Wnek, Superintendent of Highways, has requested approval of a petty cash fund for the Highway Department in the sum of \$50.00, and

WHEREAS, said petty cash fund would be used for small expenditures such as stamps, medical supplies, etc., now, therefore, BE IT

RESOLVED that a petty cash fund in the sum of \$50.00 be and hereby is approved for the Highway Department.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: 0

Item No. 11 Highway Department - Award of Bid for 1974 Road Sweeper.

Motion by Councilman Wasielewski, seconded by Councilman Johnson

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for one (1) New 1974 Road Sweeper with trade-in one (1) 1959 Wayne Sweeper for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, therefore, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

SEE NEXT PAGE

"When better roads are built - Cheektowaga will build them"

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

ALFRED F. WNEK
~~XXXXXXXXXX~~
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 634-2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

March 20, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

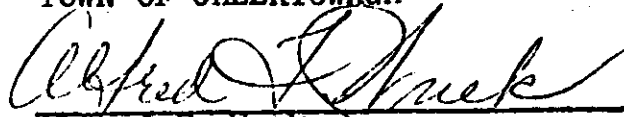
Bids were opened and read at the Town Board meeting on March 18th, 1974 at 7:30 P. M. for one (1) New 1974 Road Sweeper with trade-in one (1) 1959 Wayne Sweeper and after checking the bids received, the tabulation is as follows:

Dow & Company, Inc. 1820 Elmwood Avenue Buffalo, New York	Mobil Model 1-TE4 Trade-in allowance on 1959 Wayne Sweeper	\$ 23,865.00 <u>4,000.00</u>
	Total Net Price	19,865.00
P-D Service, Inc. 1869 Harlem Road Buffalo, New York	Elgin Model 475 White Wing Trade-in allowance on 1959 Wayne Sweeper	19,190.00 <u>500.00</u>
	Total Net Price	18,690.00
Walter M. Roberts Enterprises, Inc. 829 Sheridan Drive Tonawanda, New York	Wayne Model 984 Trade-in allowance on 1959 Wayne Sweeper	18,565.00 <u>4,116.00</u>
	Total Net Price	14,449.00

Walter M. Roberts Enterprises, Inc. being the lowest, responsible bidder, I recommend awarding them the bid at their price, total net price of \$14,449.00.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA


ALFRED F. WNEK
Superintendent of Highways

AFW:mdk

Copies: Ben Holtz, Town Clerk, Town Board Members, John Rogowski,
Town Atty., Files.

Item No. 11 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 12 Highway Department - Award of Bid for New Trees.

Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for new trees for the Town of Cheektowaga, as a result of advertisement therefor, and

WHEREAS, only one bid was received from Schichtel's Nursery, S-6787 Chestnut Ridge Road, Orchard Park, New York as follows:

Norway Maple	\$ 5.90
Littleleaf Linden Maple	9.10
Japanese Tree Lilac	
Alternate: Pyrus Calleryana Bradford	9.80
Pink Radiant Crab	
Alternate: Malus American Beauty	7.15
Columnar Norway Maple	8.55
Kwanzan Cherry	8.70
Shademaster Locust	11.25
Crimson King Maple	8.90

NOW, THEREFORE, BE IT

RESOLVED that the contract be awarded to Schichtel's Nursery; said bidder being the only, lowest, responsible bidder.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 13 Highway Department - Award of Bid for 1974 Sewer Jet Machine with Sewer Jet Truck.

Motion by Councilman Wasielewski, seconded by Supervisor Weber

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for one (1) New 1974 Sewer Jet Machine with Sewer Jet Truck for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, therefore, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

SEE NEXT TWO PAGES

When better roads are built - Cheektowaga will build them

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

ALFRED P. WNEK
~~XXXXXXXXXX~~
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 634-2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

March 20, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on March 18th, 1974 at 7:30 P. M. for one (1) New 1974 Sewer Jet Machine with Sewer Jet Truck and after checking the bids received, the tabulation is as follows:

International Harvester Company
2335-43 Fillmore Ave.,
Buffalo, New York

One (1) New 1974 International Model 1800 Sewer Jet Truck
with 1974 Myers Model MHV6 2000 gallon Sewer Jet Machine

Price \$19,455.00

Mecca Kendall Corporation (two bids)
2200 Walden Avenue
Cheektowaga, New York

One (1) 1974 Ford Model F600 Chassis with One (1) 1974
Aquatech Model 1260SS Sewer Jet Machine

Price 18,020.00

One (1) 1975 Ford Model LN800 Chassis with One (1) 1974
Aquatech Model 2060 Sewer Jet Machine

Price 23,360.00

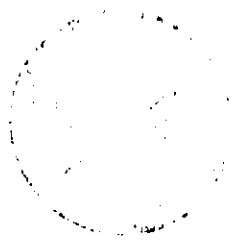
The two bids submitted by Mecca Kendall Corporation did not meet the specifications.

The lowest responsible bidder is International Harvester Company. Therefore, I recommend awarding the bid to International Harvester Company at their bid price

"When better roads are built - Cheektowaga will build them"

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

ALFRED F. WNEK
~~XXXXXXXXXX~~
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 634-2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

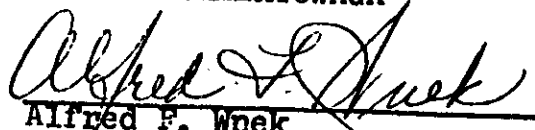
- Page 2 -

March 20, 1974

Bids for Sewer Jet Machine with Sewer Jet Truck continued:
of \$19,455.00.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA


Alfred F. Wnek
Superintendent of Highways

AFW:mdk

Copies: Ben Holtz, Town Clerk
John Rogowski, Town Attorney
Town Board Members
Files.

Item No. 13 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson

NAYES: 0

ABSENT: 0

Item No. 14 Highway Department - Award of Bid for Road Materials.

Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for Road Materials for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, therefore, BE IT

RESOLVED that contracts be awarded to the lowest responsible bidders as shown on the letter and tabulated copy attached hereto and made a part hereof.

SEE NEXT FEW PAGES

"When better roads are built - Cheektowaga will build them"

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

ALFRED F. WNEK
~~WNEK, ALFRED F.~~
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 634-2765

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

March 21, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

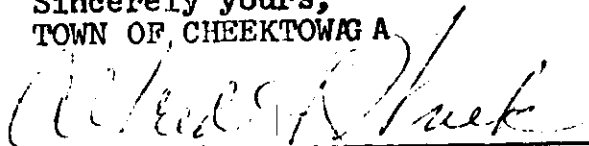
Gentlemen:

Bids were opened and read at the Town Board meeting on March 18th, 1974 at 7:30 P. M. for Road Materials for the Town of Cheektowaga Highway Department. After checking and tabulating bids received, the lowest prices were checked off as shown on the tabulated copies attached.

Therefore, I recommend awarding the bid to the lowest responsible bidders as shown on attached tabulated copies.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA



Alfred F. Wnek
Superintendent of Highways

AFW:mdk

Copies: Ben Holtz, Town Clerk
Town Board Members
John Rogowski, Town Attorney
Files

READY MIXES: PER TON:	BUFFALO SLAG	LANCASTER STONE	PAGE 1	
			HOUDAILLE	
Fine Binder	10.95	10.60 ✓	#1 of 51DEP	10.60 ✓
Coarse Binder	10.45	#2, 1A or 2B 10.35 ✓	#2 of 51-1A	10.35 ✓
TAC Top Armor Coat	12.05	11.75 ✓		11.75 ✓
Top	11.85 ✓	12.25		12.25
State Mix - TAC Top	11.45	11.05 ✓	51-1A Top	11.05 ✓
Dix Seal	N.A.	Weld Note 12.75 ✓	Weld Note	12.75 ✓
Stockpile (Winter Mix)	12.15	12.00 ✓		12.00 ✓
5 SN	10.45	Base 10.25 ✓		10.35
Extra Fine Top	12.05	11.75 ✓		11.75 ✓
Item 50W	5.75 ✓	6.05		7.00
MI Weather Repair-Mix- Paving Compound Sylvus Permanent Cold Patch	N.A.	nb		38.00 ✓
Woodlawn, Lackawanna			CUSTOM TOPSOIL	
SLAG: Bank Run	1.40 ✓		FOB - Our Yard Union Road	
SAND: FOB Franklinville	1.60 ✓		3.25 per yard	
FOB Franklinville		n.b.		
SEA GRAVEL PER COVER	1.00 ✓			
FOB Franklinville				
FINISHED GRAVEL-VARIOUS SIZES	1.80 ✓			
STONE:				HOUDAILLE
#0 Stone Screenings	3.30 ✓	if available 4.10		nb
#1 Crushed Stone	3.60 ✓	3.70		3.70
#1A Crushed Stone	if available 4.00 ✓	4.20		4.20
#2	3.30 ✓	3.50		3.50
#2S	3.25 ✓	3.50	#3A	3.25 ✓
#1 and #2 Mixed	3.30 ✓	3.55		3.55
#3	3.10 ✓	3.25	#3A	3.25
#3 and #4 Mixed	3.10 ✓	3.30		3.25
#4	3.10 ✓	3.20		3.25
#4A	N.A.	3.20 ✓		3.25
Bank Run Screenings	if available 3.30 ✓	3.55		3.55
Quarry Run	3.30	2.95 ✓		nb
Quarry Run - 0" or 3"	2" & 3" 2.00 ✓	2.10		2.00

ITEMS:	ALR	DOT	
1 1/2" Rap	3.30	2.65	2.60 ✓
Crusher Screenings	N.A.	2.65 ✓	2.90
Oiling Stone	N.A.	3.85 ✓	3.95
Crusher Run - 6"	N.A.	nb	2.85 ✓
Surge Pile	3.30	nb	6" Cr. Scrngs 2.85 ✓
ROAD OILS:			
	KRANTZ OIL	ALLIED BITUMENS	MIDLAND ASPHALT
64P	.34 ✓	.4075	AC-5 .34 ✓
64A	NB	.4075 ✓	MC cutback asphalt .4075 ✓
69R-RC3-MC5 Asphalt Cutback Surface Treatment	.34 ✓	.4075	MC Cutback asphalt .4075
67B-MC0-Heavy Duty Layer Cold Application	.34 ✓	.4075	70B .34 ✓
67G-MC5-Asphaltic Cutback Surface Treatment	.34 ✓	.4075	66B .34 ✓
69M-Heavy Surface- Treatment Cutback	.34 ✓	.4075	66D .34 ✓
70- Road Mix & Heavy Surface Treatment with Additive	.34 ✓	.34 ✓ Del'd&Appl'd HFMS-2 .35	70M Grade A .36
70B-Surface Treatment Asphalt Emulsion	.34 ✓	.34 ✓	66D .36
66B- Cationic Emulsified Asphalt	.34 ✓	nb	SEE ABOVE nb
66D	.34 ✓	nb	see above
MC-1 Penetrating Oil	.34 ✓	E Prime- .34 ✓ .4075	NB
Slurry Seal	NB	UNDER 10000 SQ Yds .48 ✓ OVER 10000 SQ YDS .46 ✓	NB

NOTATIONS: Krantz Oil - Price Adjustment Schedule
Spray Patching under 2000 gallons per day
\$30.00 per hour plus material

Allied Bitumens -
Paving Rental PF 65 - Pf 180 @ \$185.00 per day
Spray Patching, per hr. @ \$ 30.00 per hr.
minimum 2,000 gal.

Asphalt purchased from Ashland Petroleum Co.

Midland Asphalt -
For bituminous material that is applied by hand
spraying, for patching, there will be an additional
charge of \$30.00 per hr for the distributor truck
and operation

CONCRETE & CEMENT PINE HILL CONCRETE MIX CORP. ROBERT F. BUYERS, INC.

CEMENT:	PER BBL	
1 1/2- 2A- Portland	1.57	In Ready Mix Conc. NB
Class A Concrete Aggregate Only	18.40	Trucking NB
Class B Concrete Aggregate Only	18.40	Trucking NB
Class B Concrete W/Possolith	19.15	Trucking NB
CONCRETE MIX:		
6 bags	26.20	HB
1 2 3 mix	per cubic yard 25.90 Heated \$1.00	per cubic yard 25.35 Heated 26.35
1 2 3 mix W/Calcium	25.90 per cubic yard	25.65 per cubic yard
CALCIUM: 1/2%	.25 per yd	.30 " " "
1%	.40 " "	.30 " " "
1 1/2%	.45 " "	.30 " " "
2%	.50 " "	.30 " " "
SHORT LOAD CHARGES:		
1/4 cu. yd.	17.50	without calcium EXTENDED 23.98 ✓ 42.85 per cu. yd.
1/2 " "	17.50	30.45 ✓ 42.85 " " "
3/4 " "	17.50	36.93 ✓ 42.85 " " "
1- " "	14.00	39.90 ✓ 42.85 " " "
1- 1/4 " "	14.00	46.38 ✓ 63.20 " " "
1- 1/2 " "	14.00	52.85 ✓ 63.20 " " "
1- 3/4 " "	14.00	59.33 ✓ 63.20 " " "
2- " "	10.50	62.30 ✓ 63.20 " " "
2 - 1/4 " "	10.50	68.78 ✓ 84.55 " " "
2 - 1/2 " "	10.50	75.25 ✓ 84.55 " " "
2 - 3/4 " "	10.50	81.73 ✓ 84.55 " " "
3 - 3-3/4 " "	7.00	3- 81.70 3 1/2- 91.18 3 3/4- 97.65 3 1/2- 104.13 (3 3/4) 84.55 3 cu yrds ✓
4 - 4-3/4 " "	3.50	4- 107.10 4 1/2- 113.58 4 3/4- 120.05 4 1/2- 126.53

REMARKS:
 Pine Hill Concrete: Example: 1:2:3 - 21.40 yard -- 4.50 transp. charge
 Transportation charges 1/2 yd - 10.70 material
 " " - 2.25 trans.
 \$4.50 included in " - 17.50 short ld.
 above prices 30.45 total

Robert F. Buyers, Inc.:
 5 minutes per cubic yard will be allowed, after which a charge will be made at the rate of \$0.40 per minute.

MATERIAL FOR RECEIVERS:

CONCRETE BLOCKS - PER CUBE

ANCHOR CONCRETE PRODUCTS, INC. P.O. BOX 869, Buffalo, New York 14240 (only b.

6" Standard - Hollow	100/cube	.275 ea.	per cube	27.50
6" (Half Block)	" " 200/cube	.1575 ea.		31.50
8" Standard	" " 90/cube	.365 ea.		32.85
8" Half Block	" " 140/cube	.2025 ea.		28.35
10" Standard	" " 65/cube	.44 ea.		28.60
10" Half Block	" " 120/cube	.24 ea.		28.80
Concrete Brick-Standard	720 Cube	.77.00/M		55.44

CEMENT

Cement

\$2.18 per bag HENRY R. DUCH
.94 per lb. ANCHOR CONCRETE CO.
2.45 each ANCHOR CONCRETE CO.

NOTE: Anchor concrete Co.:
\$8.00 Deposit on
wooden pallets left
on job-Credit on
return

MORTAR

\$1.93 per bag (net) HENRY R. DUCH
70 lbs. -\$1.81 ANCHOR CONCRETE CO.

GRAVEL \$3.25 per yd. del. to 3145 Union Rd. (Custom Topsoil Inc.)

GRIT 3.25 per yd. Del. to 3145 Union Rd. (Custom Topsoil Inc.)

TOP SOIL 1.65 per yd. (regular) picked up (Custom Topsoil Inc.)
2.25 per yd. (shredded) picked up (Custom Topsoil Inc.)
1.90 per yd. Schultz, Wilfred

Item No. 14 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 15 Highway Department - Award of Bid for Sweeper Brooms and Push Brooms.
Motion by Councilman Wasielewski, seconded by Supervisor Weber

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for Sweeper Brooms and Push Brooms for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, therefore, BE IT

RESOLVED that contracts be awarded to the lowest responsible bidders as shown on the letter attached hereto and made a part hereof.

SEE NEXT PAGE

When better roads are built, Cheektowaga is a better town.

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: NT 3-4775
RESIDENCE: NF 4-2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
NT 3-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

March 21, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on March 18th, 1974 at 7:30 P. M. for Sweeper Brooms and Push Brooms for the Town of Cheektowaga Highway Department. After checking and tabulating the bids, we find that the bid from Bruno Kaiser Corporation of New York was the lowest on some items, but, the bid does not include freight charges and being located in New York City the time involved in ordering and shipping would cause a delay when all our sweepers would be needed to keep the roads clean. Also, on their bid, they only agree to supply the items at the prices bid during the period of April 1, 1974 to December 1, 1974.

Therefore, I recommend awarding the bids to the lowest responsible bidder as follows:

E. G. Schultz & Son 1297 Fillmore Avenue Buffalo, New York	Elgin Main Pickup Brooms	\$199.95
	Elgin Side Brooms	44.95
	Wayne Pick Up Brooms	174.95
	Speed Sweep Broom with Compression Lock Core	
	Elgin	215.00
	Wayne	189.00
	Push Brooms -including	
	Handles 6- 33.00 12- 65.00	
	Handles 1- 1.45 6- 8.70 12- 17.40	
	Walter M. Roberts Enterprises, Inc. 829 Sheridan Drive Tonawanda, N. Y.	Wayne Gutter Brooms and Vertical Digger Type

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA

Alfred F. Wnek
Alfred F. Wnek, Supt. of Highways

MAR 23 1974
TOWN ATTORNEY

AFW:mdk
Copies: Ben Holtz
Members of Tn Bd

Item No. 15 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 16 Engineering Department - Change Order Resolution RE: Cheektowaga
Recreation Center.

Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that change order E-2 for the Town of Cheektowaga
Recreation Center to Zablotny Electric Co. for the installation of fifty-seven (57)
fixtures of quality acceptable to the Architect in the amount of \$1,071.00 in
addition to the contract sum be approved and the Supervisor is hereby authorized
to sign the same in behalf of the Town of Cheektowaga.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 17 Engineering Department - Award of Bid for Two 3/4 ton pick up Trucks.

Motion by Supervisor Weber, seconded by Councilman Halicki

WHEREAS, bids were duly received at the regular Town Board Meeting
of March 18, 1974, as a result of advertisement for the purchase of two (2) 3/4
ton pick up trucks, and said bids were referred to the Town Engineer for analysis,
tabulation and report, which said analysis, tabulation and report is hereto attached
and contained in a letter to the Town Board dated March 29, 1974, NOW THEREFORE BE IT

RESOLVED that the contract for the purchase of two (2) 3/4 ton pick
up trucks for the Sewer Maintenance Department, as recommended by the Town Engineer
be and the same is hereby awarded to Mernan Chevrolet Inc., 2751 Bailey Avenue,
Buffalo, New York 14215, for their bid in the amount of \$6,692.00, said bid being the
lowest meeting the requirements of the specifications.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 18 Engineering Department - Award of Bid for 10,000 gallon fuel storage
Tank.

Motion by Councilman Wasiolewski, seconded by Councilman Halicki

WHEREAS, bids were duly received on March 18, 1974, as the result of
advertisement therefor, for the furnishing and installation of a ten thousand (10,000)
gallon fuel storage tank, and said bids were referred to the Town Engineer for analysis,
tabulation and report, which said analysis, tabulation and report is hereto attached
and contained in a letter to the Town Board dated March 29, 1974, NOW THEREFORE BE IT

RESOLVED that the contract for the aforesaid ten thousand (10,000)
gallon fuel storage tank, as recommended by the Town Engineer, be and the same is
hereby awarded to Niagara Tank and Pump Co., Inc., 262 Carlton Street, Buffalo, New
York 14204, for the total bid price of \$8,400.00, said being the lowest responsible
bidder meeting the requirements of the specifications.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

4/1/74

Item No. 19 Maintenance Department - Award of Bid for Remodeling of Cheektowaga Recreation Center on Indian Road.

Motion by Councilman Swiatek, seconded by Councilman Wasielewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on March 18, 1974 for the remodeling to be done at the Cheektowaga Recreation Center of Indian Road, Cheektowaga, New York, as a result of advertisement therefor, and such bids were referred to the Building Maintenance Department for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, therefore, BE IT

RESOLVED that the contract for remodeling be and hereby is awarded to Edway Construction Company, 2975 Staley Road, Grand Island, New York for the amount of \$2,175.00, said bidder being the lowest responsible bidder as shown in the letter attached hereto and made a part hereof.

SEE NEXT PAGE



RAYMOND M. MATOT
SUPT. OF BUILDINGS

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

TOWN HALL, BROADWAY AND UNION ROAD
CHEEKTOWAGA, NEW YORK 14227
716-683-2200

March 27, 1974

Cheektowaga Town Board Members
Town of Cheektowaga
Cheektowaga, New York


RE: Bid for Cheektowaga Recreation Center

Honorable Town Board Members:

From the four bids received for the remodeling to be done at the Cheektowaga Recreation Center on Indian Road, I am enclosing the lowest bid submitted from Edway Construction Company, 2975 Staley Road, Grand Island, New York for the amount of \$2,175.00.

After reviewing this remodeling project with the contractor of Edway Construction Company, I would recommend that his bid be accepted.

Yours very truly,


Raymond M. Matot
Building Maintenance Department
Foreman

RMM/tr

Encl.

RECEIVED
MAR 27 1974
TOWN ATTORNEY

OFFICE OF BUILDING MAINTENANCE DEPARTMENT

Item No. 19 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 20 Police Department - Appointment of Clerk Typist.

Motion by Supervisor Weber, seconded by Councilman Halicki

WHEREAS, the position of Clerk-Typist has previously been created,
and

WHEREAS, permanent appointment to said position shall be made from an
eligible list established from an open competitive examination, and

WHEREAS, Elizabeth Burns, residing at _____, Cheektowaga,
New York passed said examination and is on the Civil Service List, now therefore, BE IT

RESOLVED that Elizabeth Burns be and hereby is appointed to the position
of Clerk-Typist in the Cheektowaga Police Department at an annual salary of \$6,488.25,
effective April 8, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 21 Police Department - Award of Bid for Miscellaneous Uniform Items and
Equipment.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof
held on March 18, 1974 for the furnishing of Police Uniforms and Equipment, as a result
of advertisement therefor, and such bids were referred to the Chief of Police for
analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been completed,
therefore BE IT

RESOLVED that the contract for clothing be awarded to United Uniform
Co., Inc., 777 Main Street, Buffalo, New York, said company being the lowest, responsible
bidder, and BE IT FURTHER

RESOLVED that the contract for equipment be and hereby is awarded to
the Gun Center, Inc., 3385 Harlem Road, Cheektowaga, New York, said company being the
lowest, responsible bidder.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 22A Police Department - Agreement with the N.Y.S. Interdepartmental Traffic
Safety Committee.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, the Cheektowaga Police Department has requested an extension
from the New York State Interdepartmental Traffic Safety Committee of the grant and
project periods of Highway Safety Project Grant No. PT 73-007-(001) entitled "Portable
Communications" to September 30, 1974, and

4/1/74

Item No. 22A Cont'd

WHEREAS, said request has been granted and requires the execution of an amendment to the original agreement bearing Comptroller's Contract No. C 64576, therefore, BE IT

RESOLVED that the Supervisor be and hereby is authorized to execute an original and two copies of the amendment to the agreement bearing Comptroller's Contract No. C 64576 on behalf of the Town of Cheektowaga. A copy of said amendment is attached hereto and made a part hereof.

SEE NEXT FEW PAGES

Item No. 22A Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 22B Police Department - Agreement with the N.Y.S. Interdepartmental Traffic Safety Committee.

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, the Cheektowaga Police Department has requested an extension from the New York State Interdepartmental Traffic Safety Committee of the grant and project periods of Highway Safety Project Grant No. PT-73-009-(001) entitled "Traffic Scooter Patrol" to September 30, 1974, and

WHEREAS, said request has been granted and requires the execution of an amendment to the original agreement bearing Comptroller's Contract No. C 64577, therefore, BE IT

RESOLVED that the Supervisor be and hereby is authorized to execute an original and two copies of the amendment to the agreement bearing Comptroller's Contract No. C 64577 on behalf of the Town of Cheektowaga. A copy of said amendment is attached hereto and made a part hereof.

SEE NEXT FEW PAGES

Item No. 22B Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 23A
Schedule".

Police Department - "Instructions for using the Records and Retention

Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED, by the Town Board of the Town of Cheektowaga, New York, that Records Retention and Disposition Schedule No. 4-P-1, containing records retention periods for local police and sheriffs records established pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, is hereby adopted for use by the Chief of the Cheektowaga Police Department, and be it further

RESOLVED, that this governing body authorizes the disposition of records in accordance with retention periods set forth in the adopted Records Retention and Disposition Schedule.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 23B
Schedule".

Police Department - "Instructions for using the Records and Retention

Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED, by the Town Board of the Town of Cheektowaga, New York, that Records Retention and Disposition Schedule No. 4-P-1A, containing records retention periods for local police and sheriffs records established pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, is hereby adopted for use by the Chief of the Cheektowaga Police Department, and be it further

RESOLVED, that this governing body authorizes the disposition of records in accordance with retention periods set forth in the adopted Records Retention and Disposition Schedule.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 24

Supervisor's Statement of Funds.
Received and Filed.

IV. RESOLUTIONS

*Councilman Swiatek was excused from the meeting at this point.

Item No. 25

Motion by Councilman Johnson, seconded by Councilman Meyers

WHEREAS, the Town of Cheektowaga has been notified by the Erie County Health Department that no lateral sewers into the sanitary sewers will be allowed in the Erie County Sewer District No. 1 without the authority and approval of said Erie

4/1/74

Item No. 25 Cont'd

County Sewer District No. 1 and the Erie County Health Department, and

WHEREAS, it appears that in order to properly coordinate proposed development in said Sewer District in view of the County Health Department's mandate, new subdivisions should be disallowed until the County Sewer District No. 1 and Erie County Health Department approval are obtained, therefore, BE IT

RESOLVED that all new subdivision maps submitted for approval be withheld until the approval and authorization for each request is first obtained from the Erie County Health Department, the Erie County Sewer District No. 1 and/or its Board of Managers.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 26 Motion by Councilman Johnson, seconded by Councilman Meyers

WHEREAS, the provisions of the present ordinances of the Town of Cheektowaga are insufficient to properly control storm water flow in various areas of the Town, and

WHEREAS, the flow of storm waters through roof drain-spouts very often create flooding and drainage problems, especially in residential areas, therefore, BE IT

RESOLVED that the Town Attorney's Office is hereby directed to prepare and present a proposed ordinance amendment and/or new ordinance provisions restricting sump pump let-off in residential areas, requirement for installation of drain tiles, and correct grade to storm outlets, or any other methods related to the alleviation of storm water run-off.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 27 Use of Revenue Sharing Funds to alleviate Flooding and Drainage Problems.

Motion by Councilman Johnson, seconded by Supervisor Weber to table this item until April 15th, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 28 Motion by Supervisor Weber, seconded by Councilman Halicki

WHEREAS, the Cheektowaga Chamber of Commerce has previously requested financial aid from the Town for the purpose of erecting Town identification signs in certain parts of the Town, and

WHEREAS, said signs would inure to the benefit of the Town and to motorists travelling through the area, therefore, BE IT

RESOLVED that the Finance Committee of the Town Board meet with the representatives of the Cheektowaga Chamber of Commerce and make their final report to the Town Board before the next regular Town Board meeting.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson

Item No. 28 Cont'd

Upon Roll Call....

NAYES: 0
ABSENT: Councilman Swiatek

Item No. 29 Decision on Rezoning - 2958 Union Road.

Motion by Councilman Wroblewski, seconded by Supervisor Weber to table this item until April 15th, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 30 Motion by Councilman Johnson, seconded by Councilman Meyers

WHEREAS, Sophie Bienik has applied for a rezoning from R-Residential District to C-Retail Business District the property located at 796 Cayuga Creek Road, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot 65, Township 10, Range 7 of the Buffalo Creek Reservation, bounded and described as follows: Beginning at a point in the centerline of Cayuga Creek Road and which point is also the northeast corner of land conveyed to Alice Burczynski by deed dated June 1, 1930, recorded June 9, 1930 in the Erie County Clerk's Office in Liber 2122 of Deeds at Page 24; thence Southwesterly along the said centerline of Cayuga Creek Road two hundred (200) feet; thence Northwesterly at an outside angle of Eighty six degrees twenty three minutes (86 degrees 23 minutes) a distance of two hundred sixty six and forty five hundredths (266.45) feet to a point in the North line of said Alice Burczynski's lands, which point is three hundred forty three and forty hundredths (343.40) feet westerly from the point of beginning; thence Easterly along said north Burczynski's line three hundred forty three and forty hundredths (343.40) feet to the point of beginning,

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 18th day of March, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the Erie County Planning Commission and the Cheektowaga Planning Commission have both recommended denial of said rezoning, and

WHEREAS, the proposed use of said premises appears to unduly interfere with the use and enjoyment of the surrounding properties which are zoned residential, therefore, BE IT

RESOLVED that the said application for rezoning be and hereby is denied.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 31 Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, it has been requested that the position of Assistant Working Foreman in the Building Maintenance Department be created, and

WHEREAS, the necessary PO-17 forms required by the Erie County Personnel Department have been completed and received by the Supervisor's Office, and

WHEREAS, the title has been cleared and approved by the Erie County Personnel Department, NOW, THEREFORE, BE IT

RESOLVED that the position of Assistant Working Foreman in the Building Maintenance Department is hereby created.

Upon Roll Call....

AYES: Supervisor Weber, Councilman Wroblewski, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Councilman Swiatek

Item No. 32 Motion by Councilman Halicki, seconded by Councilman Wroblewski

BE IT RESOLVED that the following individual be appointed a School Crossing Guard in the Town of Cheektowaga at a rate of \$2.77 per hour, effective immediately:

WINIFRED MONGIOVI
137 Evergreen Place
Cheektowaga, New York 14225

Upon Roll Call....

AYES: Supervisor Weber, Councilman Wroblewski, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Councilman Swiatek

Item No. 33 Motion by Councilman Meyers, seconded by Councilman Wroblewski

WHEREAS, emergency sewer repairs were required in the vicinity of 252-256 Hyland Avenue, in Sanitary Sewer District No. 7, Extension 1, which repairs were ordered by the Town Engineer, NOW, THEREFORE, BE IT

RESOLVED that the voucher of Straco, Inc., 1010 Rein Road, Cheektowaga, New York 14225, in the amount of \$1,024.10, to do the work and furnish the material for the repairs to the sewers be approved and ordered paid.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Councilman Swiatek

Item No. 34 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED, that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending April 1, 1974, be and hereby are approved and that Supervisor pay said warrants:

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General	4326	4464	\$ 855,810.38
Part Town	296	305	4,857.85
Highway	5991	6020	47,754.62
Special Districts	1382	1433	498,342.76

Item No. 34 Cont'd

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Federal Revenue Sharing	22	23	\$ 4,266.96
Trust and Agency	130	142	218,993.55
Construction & Improvement	379	383	93,310.46
			<u>\$1,723,336.58</u>

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 35 Motion by Councilman Halicki, seconded by Councilman Wroblewski
RESOLVED, that the following transfer of funds in the General Fund be approved:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A1990.480 Contingent	\$ 1,300.00	A1670.150 Salary Mailman
A1990.480 Contingent	250.00	A1670.412 Mileage Mailman
A909 Fund Balance	50,887.50	A8540.445 Drainage

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Motion by Councilman Halicki, seconded by Councilman Wroblewski to waive the rules.

V. SUSPENSION OF RULES

Item No. 36 Authorization for Andrew Schwenk, Assessor to attend Northeastern Regional Conference of Assessing Officers in New Jersey.

Motion by Supervisor Weber, seconded by Councilman Wasielewski

WHEREAS, the Northeastern Regional Conference of Assessing Officers is having a workshop from May 19 through May 23, 1974 at McAfee, New Jersey, NOW, THEREFORE, BE IT

RESOLVED that Andrew Schwenk, Town Assessor be authorized to attend said conference with all reasonable expenses to be reimbursed by the Town.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 37 Appointment of Part Time Worker in Sewer Treatment Plant No. 5.

Motion by Councilman Meyers, seconded by Councilman Halicki

BE IT RESOLVED that Brian McLain, residing at 72 Olcott Place,

Item No. 37 Cont'd

Cheektowaga, New York be and hereby is appointed as a part time worker in Sewer Treatment Plant No. 5 at the rate of \$2.36 per hour, effective April 8, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski,
and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 38 Execution by the Cheektowaga Town Board of Supplemental Agreement for and on behalf of Sewer District No. 3.

Motion by Councilman Meyers, seconded by Councilman Halicki

WHEREAS, the Cheektowaga Town Board, acting as Commissioners for and on behalf of Sewer District No. 3 has heretofore entered into an agreement providing certain services by the County of Erie relating to the conveyance and treatment of sanitary sewerage originating in the Town of Cheektowaga, and

WHEREAS, a Supplemental Agreement relating to said project has been presented to the said Town Board, now, therefore, BE IT

RESOLVED that the Cheektowaga Town Board, acting as Commissioners for and on behalf of Cheektowaga Sewer District No. 3 be and hereby is authorized to execute the Supplemental Agreement which is attached hereto and made a part hereof.

SEE NEXT FEW PAGES

Item No. 38 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski,
and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 39 Motion by Councilman Wroblewski, seconded by Councilman Halicki
to adjourn the meeting.

BENEDICT T. HOLTZ
Town Clerk

BIDS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 12 April 15, 1974</u>		
2	Installation and construction of Sidewalks	1
3	Corrugated Megal Pipe	1
4	Park Development (Losson Road Park, Phase 2, Rehm Road, Phase 2)	1
<u>Meeting No. 15 May 20, 1974</u>		
2	Vehicle for Police Department	1

 GENERAL COMMUNICATIONS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 12 April 15, 1974</u>		
5	N.Y.S. Department of Transportation - Designation of Restricted Highway	1
6	N.Y.S. Public Service Commission - Proceedings relative to Western Union Telegraph Company and Notice of Hearing.	1
7	Niagara Frontier Transit System, Inc. - Notice advising us that all operations of Niagara Frontier Transit System, Inc. have been acquired by Niagara Frontier Transit Metro System, Inc.	1
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3	Thomas F. McGowan, N.Y.S. Senator - Acknowledge Receipt of resolution RE: Use of Federal Revenue Sharing funds for alleviating drainage and flooding conditions.	1
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MEETING NO. 12

CHEEKTOWAGA, NEW YORK
April 15th, 1974

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 15th day of April, 1974 at 7:30 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Mary F. Holtz, 1st Deputy Town Clerk; John V. Rogowski, Town Attorney; Carl Trafalski, Building Inspector; Chester Bryan, Town Engineer; Benedict Kostrzewski, Chief of Police; Kenneth Kopacz, Executive Director of the Youth Bureau.

I. BIDS

Item No. 2 Installation and construction of sidewalks
Referred to Chester Bryan, Town Engineer.

Item No. 3 Corrugated metal pipe
Referred to Chester Bryan, Town Engineer.

Item No. 4 Park Development (Losson Road Park, Phase 2, Rehm Road, Phase 2)
Referred to Chester Bryan, Town Engineer; Referred to Russ Tryon.

II. GENERAL COMMUNICATIONS

Item No. 5 N.Y.S. Department of Transportation - Designation of Restricted Highway
Referred to Chester Bryan, Town Engineer.

Item No. 6 N.Y.S. Public Service Commission - Proceedings relative to Western Union Telegraph Company and Notice of Hearing
Received and Filed.

Item No. 7 Niagara Frontier Transit System Inc. - Notice advising us that all operations of Niagara Frontier Transit System, Inc. have been acquired by Niagara Frontier Transit Metro System, Inc.
Received and Filed.

Item No. 8 Health report for month of March
Received and Filed.

III. DEPARTMENTAL COMMUNICATIONS

Item No. 9 Motion by Councilman Wroblewski, seconded by Supervisor Weber

BE IT RESOLVED that the Building Permits submitted on April 15th, 1974 be approved subject to the Building Inspector's Approval with the following exceptions and stipulations:

4/15/74

Item No. 9 cont'd

HELD:

Cowlesville Const. (Millic. Dev. Inc.)
20 Dick Road
Erect warehouse

PRIVATE DWELLINGS

Senko Builders	1229 Como Park Blvd.
Josela Enterprises	20 Marywood Drive
Josela Enterprises	20 Old Stone Road
Leo Sitarek	22 Bobby Drive
Leo Sitarek	1244 Borden Road
Leo Sitarek	1252 Borden Road

and BE IT FURTHER

RESOLVED that the Building Permits listed on the attached sheets* be approved with the Building Inspector's Approval.

* see next few pages

4/15/74

M E M O

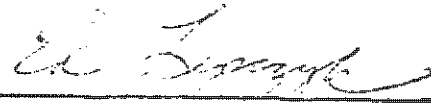
TO: Chester L. Bryan, P.E.
Town Engineer
Carl Trafalski
Building and Plumbing Inspector

FROM: Ed Lepczyk
Senior Engineer Assistant

DATE: March 20, 1974

RE: Building Permits

The following building sites were checked prior to March 20, 1974,
and found not to have grading problems, therefore, building applications
can be issued:



Ed Lepczyk

EL/mjj

cc: Town Board Members

M E M O

TO: Chester L. Bryan, P.E.
Town Engineer

Carl Trafalski
Building & Plumbing Inspector

FROM: Ed Lepczyk
Senior Engineer Assistant

DATE: April 9, 1974

RE: Building Permits

I have recently checked the following building sites and find no storm drainage problems:

8 Knollwood Dr.	47 Parwood Dr.	31 Sherry Dr.
12 " "	71 " "	100 Marywood Dr.
16 " "	83 " "	104 " "
20 " "	76 Castlewood Dr.	32 Cromwell Dr.
24 " "	80 " "	44 " "
64 " "	84 " "	51 " "
68 " "	138 " "	55 " "
71 " "	154 " "	63 " "
66 Hillwood Dr.	158 " "	75 " "
70 " "	162 " "	83 " "
82 " "	166 " "	95 " "

Building permits for the above mentioned sites can be issued.



Ed Lepczyk

EL/mjj

cc: Town Board Members

Item No. 9 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 10 Town Clerk's Office - Call for public hearing for Genesee St., part of
Lot # 76.

Motion by Councilman Halicki, seconded by Councilman Wasielewski

WHEREAS, C.T. Properties, Inc. and Sam Tadio have requested and made application for a rezoning of the property located on Genesee Street, part of Lot #76, from R - Residential to M1 - Light Manufacturing, NOW, THEREFORE, BE IT

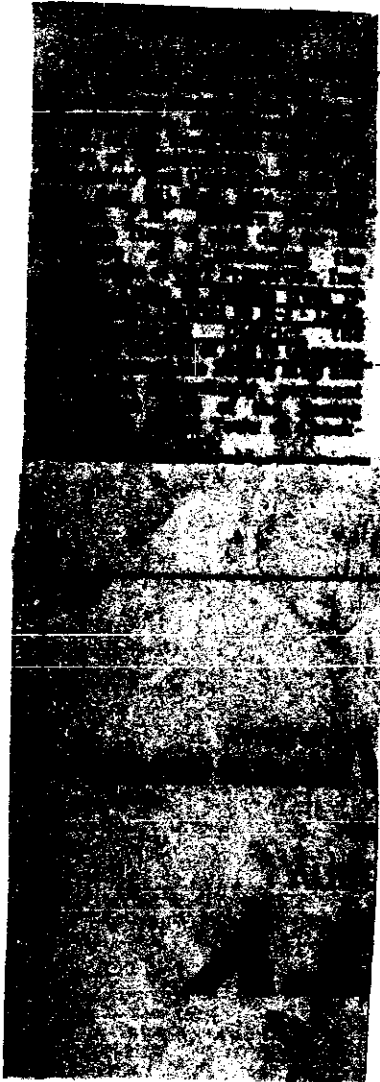
RESOLVED that a public hearing be held regarding said request under the provisions of the Zoning Ordinance on May 20th, 1974 at 7:00 o'clock P.M., Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

STATE OF NEW YORK }
COUNTY OF ERIE } ss.:



George J. Measer

being duly sworn, deposes and says that he is the

Publisher

of the

^{Depew} **Herald and News** ^{Cheektowaga}

a newspaper with general circulation in the Towns of Cheektowaga and Lancaster, and published at Depew, New York, that notice of which the annexed printed slip taken from said newspaper, is a copy, was inserted and published therein once a week for 1 week, the first insertion being on the 2 day of May, 19 74 and the last insertion being on the same day of same, 19....., and that not more than six days intervened between any two publications thereof.

George J. Measer

Sworn to before me this 2 day of
May, 19 74

Eleanor Measer

Eleanor Measer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

STATE OF NEW YORK }
COUNTY OF ERIE } ss.:

George J. Measer

being duly sworn, deposes and says that he is the

Publisher

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George J. Measer

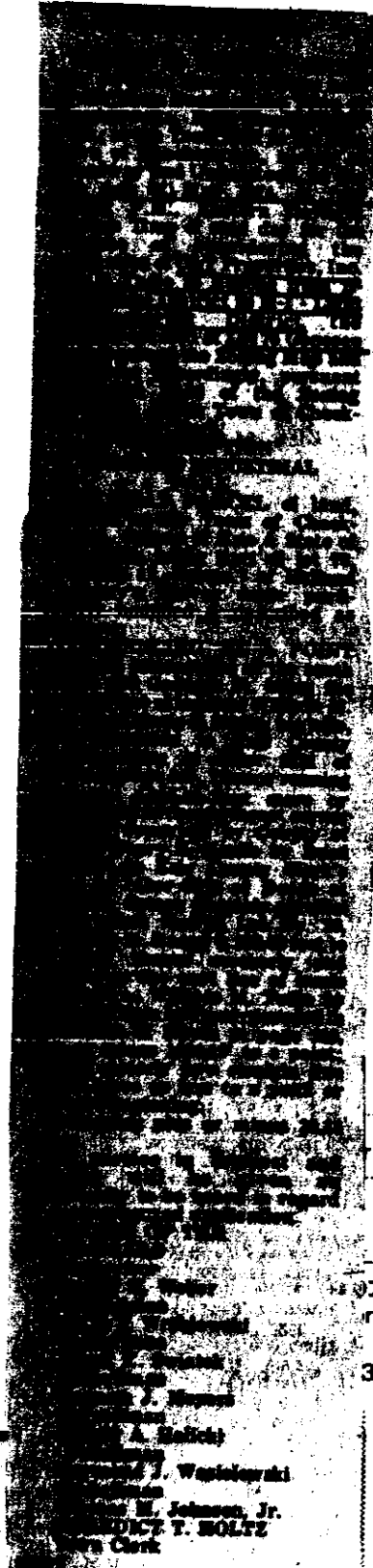
2 day of

19 74

Measer

George J. Measer

30, 1975



Notary Public
George J. Measer
A. Balick
J. Wasilewski
M. Johnson, Jr.
BOLTY
Clerk

NOTICE IS HEREBY GIVEN
that a Public Hearing will be held
by the Town Board of the Town of
Cheektowaga, Erie County, New
York, at the Town Hall in the said
Town of Cheektowaga, corner of
Broadway and Union Road, on
the 28th day of May 1974, at 7:00
o'clock P.M., Eastern Daylight
Savings Time of said day for the
purpose of considering the appli-
cation of C & T Properties, Inc. &
William M. Tadio to Rezone from
R-1 Residential District to M-1
Light Manufacturing District the
property located at Lot 76
Genesee St. and amend the
Zoning Map and Ordinance
accordingly, pursuant to Section
16-40 of the Zoning Ordinance of
the Town of Cheektowaga, New
York.

Description

GENESSEE INDUSTRIAL PARK
ALL THAT PARCEL of land,
situated in the Town of Cheekto-
waga, County of Erie & State of
New York, being part of lot 76,
Township 11, Range 7 of Holland
Survey's Survey more parti-
cularly bounded & described as

BEGINNING AT A POINT

at the intersection of the south
line of Old Genesee St. being the
west line of lands of William

beginning at a point in the
southeast corner of lands con-
veyed by County of Erie to Henry
S. Kusilo by Deed recorded in
Erie County Clerk's office in
Liber 3570 of Deeds at page 405,
thence westerly parallel to the
south line of Lot No. 76, Township
11, Range 7, 529.03 feet to a point;
thence northerly and parallel to
the east line of lands conveyed to
William M. Tadio by County of
Erie by Deed recorded in Liber
3381 of Deeds at page 340, plus or
minus 1604.19' to a point; thence
westerly in a straight line 529.03'
more or less to a point or place of
beginning. Containing plus or
minus 20.23 Acres.

All parties in interest and
citizens will be given an oppor-
tunity to be heard in regard to
such proposed application.

**BY ORDER OF THE TOWN
BOARD**

Supervisor Daniel E. Weber
Councilmen:

Felix T. Wroblewski

Frank E. Swiatek

Kenneth J. Meyers

Donald A. Halicki

Raymond J. Wasielewski

Thomas M. Johnson, Jr.

BENEDICT T. HOLTZ

Town Clerk

Item No. 11 Town Clerk's Office - call for public hearing for special permit for
4945 Genesee Street

Motion by Councilman Wasielewski, seconded by Councilman Halicki

WHEREAS, Fred Wing & Hamilton Ernst have made application and requested
a special permit for the property located at 4945 Genesee Street, for a Sale Mobile
Homes - Travel Trailer Sales, NOW, THEREFORE, BE IT

RESOLVED that a public hearing be held regarding said request under
the provisions of the Zoning Ordinance on May 6th, 1974 at 2:00 o'clock P.M., Eastern
Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

4/15/73

STATE OF NEW YORK }
COUNTY OF ERIE } ss.:

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the

^{Depew} **Herald and News** ^{Cheektowaga}

a newspaper with general circulation in the Towns of
Cheektowaga and Lancaster, and published at Depew,
New York, that notice of which the annexed printed
slip taken from said newspaper, is a copy, was in-
serted and published therein once a week for 1
week, the first insertion being on the 18 day
of April, 19 74 and the last inser-
tion being on the same day of same
19, and that not more than six days intervened
between any two publications thereof.

George J. Measer

Sworn to before me this 18 day of
April, 19 74

Eleanor Measer
~~XXXXXXXX~~ Eleanor Measer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

A Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 25th day of May 1971, at 2:00 P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of Fred H. Wing & Hamilton T. Ernst for a Special License for the sale of Mobile Homes & Travel Trailers, on property located at 4255 Conance Road, pursuant to Section 6-01 and Section 6-012 of the Zoning Ordinance of the Town of Cheektowaga, New York.

All parties in interest and persons will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor Daniel E. Weber

Councilmen:

Felix T. Wroblewski

Frank E. Swiatek

Kenneth J. Meyers

Donald A. Halicki

Raymond J. Wasiclawski

Thomas M. Johnson Jr.

BENEDICT T. HOLTZ

Town Clerk

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seckter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication *April 18, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seckter

Sworn to before me this *19th*

day of *April*, 19*74*

Nadine C. Marong (William)

Notary public in and for Erie County, N. Y.

Item No. 12 Highway Department - Award of bid for curbs, sidewalks and approaches
Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 1, 1974 for Repairs and Replacements of Curbs, sidewalks and Approaches in the Town of Cheektowaga, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, THEREFORE, BE IT

RESOLVED that the contracts be awarded to the lowest responsible bidders as shown on the letter attached hereto and made a part hereof.

* See next few pages

4/15/74

"When better roads are built - Cheektowaga will build them"

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: NT 3 - 4775
RESIDENCE: NF 4 - 2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
NT 3 - 2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

April 11, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

On April 1st, 1974 at 2:30 P. M. bids were opened and read at the Town Board meeting for Repairs and Replacemngs of Curbs, Side-walks and Approaches in the Town of Cheektowaga and the results are as follows:

LOWEST BIDDERS:

Leone & Federowicz Const. Co., Inc.
635 Hopkins Street
Amherst, N. Y. 14221

CURBS:

Repairs - running foot- \$ 5.00
Replacement- " " 9.00

SIDEWALKS:

Buscaglia & Destro Const. Co. Inc.
270 Vermont St.
Buffalo, N. Y. 14213

Replacement - 4"- square ft. \$1.15

APPROACHES:

Replacement - 4"- square ft. 1.20

M. Falgiano Const. Co., Inc.
95 Cunard Ave.
Cheektowaga, N. Y. 14225

Replacement - 6"- " " 1.30

Therefore, I recommend awarding the contracts to Leone & Federowicz Const. Co., Inc. for the repairs and replacement of curbs, to Buscaglia & Destro Const. Co., Inc. for replacement of 4" side-walks and approaches and to M. Falgiano Const. Co., Inc. for re-placement of 6" approaches, because they are the lowest responsible bidders.

Contract or performance bonds in the amounts of \$12,500.00 with insurance certificates \$100,000.00 each person and \$300,000.00 each occurrence, must be submitted when contracts are awarded before commencing repairs of sidewalks, approaches and curbs.

"When better roads are built - Cheektowaga will build them"

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: NT 3-4775
RESIDENCE: NF 4-2765



EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
NT 3-2380

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14225

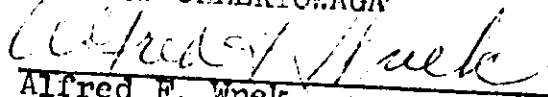
Page 2

April 11, 1974

Lowest Bidders for Sidewalks and Curbs continued:

I trust this meets with your approval.

Respectfully yours,
TOWN OF CHEEKTOWAGA


Alfred F. Wnek
Superintendent of Highways

AFW:mdk
Copies: Members of Town Board
Ben Holtz, Town Clerk
John Rogowski, Town Attorney
Files.

Item No. 12 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 13 Highway Department - Award of bid for 1974 Mower and Tractor (as one unit)
Motion by Councilman Wasiolewski, seconded by Supervisor Weber

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 1, 1974 for One (1) 1974 Mower and Tractor (as one unit) with trade-in of One (1) 1962 Ford Tractor for use in the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation, and report is hereto attached and made a part hereof, THEREFORE, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

* See next page

4/15/74

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 684-0572

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380



TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on April 1st, 1974 at 2:30 P.M. for One (1) 1974 Mower and Tractor (as one unit) with trade-in of One (1) 1962 Ford Tractor. After checking over the bids submitted, the tabulation is as follows:

Buffalo Tractor & Implement Co., Inc.
3045 Seneca Street
Buffalo, New York 14224

Delivery 120 Days (4 Months)

P-D Service Inc.
1869 Harlem Rd.
Buffalo, New York 14212

Delivery November 1974 for 2500
Delivery July/August 1974 for 7500
Delivery for Tractor 60-90 Days

Mecca-Kendall Corp.
2200 Walden Ave.
Buffalo, New York 14225

Delivery: Tractor 90-120 Days
Delivery: Mower December 15, 1974

Ford Model 21022B
Tractor With Triumph 2500 Sickle Bar Mower
Price \$ 5,723.00
Trade-In 2,245.00
Total Net Price \$ 3,478.00

White Model 2-44 Utility Wheel Tractor
With Triumph 2500 Sickle Bar Mower
Price \$ 7,037.00
Trade-In 1,800.00
Total Net Price \$ 5,237.00
7500 Optional 286.00 Extra
Total With 7500 Option \$ 5,523.00

John Deere JD302 Tractor
With Triumph Q2507 Hydro Clipper Sickle
Bar Mower
Price \$ 8,542.60
Trade-In 2,532.60
Total Net Price \$ 6,010.00

Buffalo Tractor & Implement Co., Inc. being the lowest responsible bidder, I recommend awarding the contract to Buffalo Tractor & Implement Co., Inc. for the 1974 Mower and Tractor (as one unit) at their total net price of \$3,478.00

I trust this meets with your approval.

Sincerely yours,

TOWN OF CHEEKTOWAGA

Alfred F. Wnek
Alfred F. Wnek, Superintendent of Highways

RECEIVED

AFW/mss

Copies: Ben Holtz, Town Clerk
Town Board Members
John Rogowski - Town Attorney
Files

Item No. 13 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 14 Highway Department - Award of bid for 1974 Paver

Motion by Councilman Wasielewski, seconded by Councilman Halicki

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 1, 1974 for One (1) New 1974 Paver with trade-in of One (1) 1965 Tractor Paver, for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

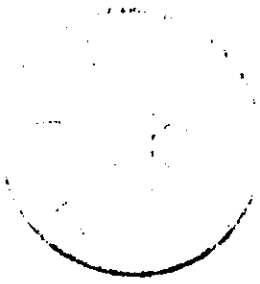
WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, THEREFORE, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

* See next few pages

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 684-0572

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380



TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on April 1st, 1974 for One (1) New 1974 Paver with trade-in of One (1) 1965 Trac Paver. After checking over the bids, the tabulation is as follows:

P-D Service, Inc.
1869 Harlem Road
Buffalo, New York 14212

Model "TA" Trac Paver	
Bid Price	\$ 29,410.00
Trade-In	5,730.00

Total Net Price

23,680.00

Syracuse Supply Company
2140 Military Road
Buffalo, New York 14217

Blaw-Knox PF35 Paver	
Bid Price	25,975.00
Trade-In	1,000.00

Total Net Price

25,975.00

P-D Service, Inc. being the lowest responsible bidder, I recommend awarding the contract to P-D Service Inc. at their low bid total net price of \$23,680.00.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA

Alfred F. Wnek
Alfred F. Wnek
Superintendent of Highways

AWW:mdk

Copies: Ben Holtz, Town Clerk
Town Board Members
John Rogowski, Town Attorney
Files.

"When better roads are built - Cheektowaga will build them"

Item No. 14 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 15 Highway Department - Award of bid for 1974 Paver

Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 1, 1974 for One (1) New 1974 Roller with trade-in of One (1) 1965 Ingram Roller for the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, THEREFORE, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

* See next page

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 684-0572

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380



TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on April 1st, 1974 at 2:30 P. M. for One (1) New 1974 Roller with trade-in of One (1) 1965 Ingram Roller. After checking over the bids submitted, the tabulation is as follows:

Atlantic Tug and Equipment Company
1701 Union Road
Buffalo, New York 14224

Delivery 60 to 90 days

Buffalo Bomag Model S812
Tandem Roller
Price \$ 17,100.00
Trade-In 2,500.00
Total Net Price 14,600.00

Dow & Company, Inc.
1820 Elmwood Avenue
Buffalo, New York 14207

Delivery 60 days

8-12 Ton Galion Tandem Roller
Price 16,810.00
Trade-In 3,330.00
Total Net Price 13,840.00

Walter M. Roberts Enterprises, Inc.
829 Sheridan Drive
Tonawanda, New York 14150

Delivery 10/21/74

Huber Model T-810-H 8-10
Ton Tandem Roller
Price 14,990.00
Trade-In 2,079.45
Total Net Price 12,910.55

Walter M. Roberts Enterprises, Inc. does not meet the specifications per the delivery date which would be too late to meet our summer schedule of road paving.

Dow & Company, Inc. being the next lowest responsible bidder, I recommend awarding the contract to Dow & Company, Inc. for the 8-12 Ton Galion Tandem Roller at their total net price of \$13,840.00.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA

Alfred F. Wnek
Alfred F. Wnek
Superintendent of Highways

AFW:mdk

Copies: Ben Holtz, Town Clerk
Town Board Members
John Rogowski, Tn Atty
Files.

When better roads are built - Cheektowaga will build them!

Item No. 15 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 16 Highway Department - Award of bid for two (2) 1974 Mobile Radios

Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 1, 1974 for Two (2) New 1974 Mobile Radios for use in the Town of Cheektowaga Highway Department, as a result of advertisement therefor, and such bids were referred to the Superintendent of Highways for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report is hereto attached and made a part hereof, THEREFORE, BE IT

RESOLVED that the contract be awarded to the lowest responsible bidder as shown on the letter attached hereto and made a part hereof.

* See next page

STANLEY BYSTRAK
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 684-0572

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380

TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Gentlemen:

Bids were opened and read at the Town Board meeting on April 1st, 1974 at 2:30 P. M. for Two (2) New 1974 Mobile Radios and after checking over the bids with Howard Seyse, Cheektowaga Radio Technician, the tabulation of the bids are as follows:

RCA Corporation Front & Cooper Sts Bldg 2-6 Camden, N. J. 08102	RCA Negative Ground Model No. CMCL4A-MMA-PL-C14 w/MI-559575A Price \$700.00 each	\$ 1,400.00
With installation	RCA Positive Ground Model No. CMCL4A-MMA-PL-C14 w/MI-559575A & 574 Price \$847.00 each	1,694.00
L. J. Raymart, Inc. 678 Sheridan Drive Tonawanda, New York	2 ea. MG56AAS General Electric mastr II all solid state mobile radios 2 ea. Carrier timer options 2 ea. Installation Total Bid Price	1,820.00
Motorola C & E, Inc. 388 Evans Street Williamsville, N. Y.	2 MOCOM 70 FM Two-way Radio Mobiles. 30 watts of power on 136-174 MHz band. Model T33BBA100OK-B13-B10-B11, including installation Positive Ground \$724.20 ea. Negative Ground \$703.00 ea.	1,448.40 1,406.00

Therefore, I recommend awarding the bid to Motorola C & E, Inc. for their lowest responsible bid for the Positive Ground MOCOM 70 FM Two-way Radio Mobiles at their bid price of \$1,448.40.

I trust this meets with your approval.

Sincerely yours,
TOWN OF CHEEKTOWAGA

Alfred F. Wnek
Alfred F. Wnek
Superintendent of Highways

AFW:mdk
Copies: Ben Holtz, Town Clerk
Town Board Members
John Rogowski, Town Attorney
Files

"When better roads are built - Cheektowaga will build them"

Item No. 16 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 17 Highway Department - Resolution re: McKesson Parkway

Motion by Supervisor Weber, seconded by Councilman Swiatek
to table this item until May 6th, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

IV. RESOLUTIONS

Item No. 18 Easement at George Urban and Union

Motion by Councilman Halicki, seconded by Councilman Wasielewski
to table this item until May 6th, 1974.

Item No. 19 Motion by Councilman Wroblewski, Seconded by Councilman Wasielewski

WHEREAS, continuous complaints have been received by the Town Board for
the boarding up of a burned out gasoline station at the corner of Harlem Road and Grummer
Road, in the Town of Cheektowaga and according to the Assessor's Office records owned
by Antonio A. Scheipis and listed as 1899 Harlem Road, Cheektowaga, New York, and

WHEREAS, these conditions require that some positive steps be taken to
rectify this condition by boarding up the building to prevent the premises from
becoming a hazard to the health and safety of others, NOW, THEREFORE, BE IT

RESOLVED that pursuant to subdivision 5a of Section 64 of the Town Law,
if no action takes place within ten (10) days of the date of this resolution, the
boarding up of said premises be commenced by the Town and any cost be assessed against
the property owner hereinbefore described.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 20 Motion by Supervisor Weber, seconded by Councilman Wroblewski

WHEREAS, Stunkel-Bryant Associates, Inc. have applied for a rezoning
from R - Residential to C - Retail Business District the property located at
1259 Cleveland Drive, Cheektowaga, New York, and being more particularly described
as follows:

THAT TRACT OR PARCEL OF LAND, situate in the Town
of Cheektowaga, County of Erie and State of New York
being part of Lot No. 14, Township 11, Range 7 of the
Halland Land Company's Survey and according to map filed
in Erie County Clerk's Office under dover 1628 is known
and distinguished as subdivision lots number two hundred
fifty-one (251), town hundred fifty-two (252), two hundred
fifty-three (253),

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the
Zoning Ordinance of the Town of Cheektowaga, New York, and

4/15/74

Item No. 20 cont'd

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 18th day of March, 1974 at 7:00 P.M., Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the applicant has agreed to withdraw said subdivision lot number two hundred fifty-three (253) under map cover 1628 from its application and agree to have it remain residential, and

WHEREAS, the applicant has further agreed to place covenants and restrictions running with the land in the Deed of conveyance of said premises from the WESTERN NEW YORK DISTRICT IN. OF THE WESLEYAN CHURCH, a religious corporation organized under the laws of the State of New York, having its place of business in the Village of Houghton, County of Allegany, party of the first part, and STUNKEY-BRYANT ASSOCIATES, a corporation organized under the State of New York, having its principal place of business at 3685 Harlem Road, Cheektowaga, New York, party of the second part, That said Deed would contain the following restrictions and covenants to run with the land:

"It is understood and agreed that this conveyance is made and accepted subject to the following covenants and restrictions which shall run with the land.

That part of the premises known as Subdivision Lots Nos. 251 and 252 shall be used for only the following purposes and no others:

- A. Residential purposes and private garages appurtenant thereto
- B. Dental or medical laboratory or similar laboratory.
- C. Real estate, law, insurance, medical, dental or similar offices."

and

WHEREAS, after a thorough review of the requests of the surrounding property owners it would appear that said rezoning of subdivision lots numbers two hundred fifty-one (251) and two hundred fifty-two (252) under map cover 1628 would be conducive to the area and would not unduly interfere with the proper use and enjoyment of the properties in the surrounding area, NOW, THEREFORE, BE IT

RESOLVED that the following described premises be and hereby are rezoning from R - Residential District to C - Retail Business District:

THAT TRACT OR PARCEL OF LAND situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 14, Township 11, Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under cover 1628 is known and distinguished as subdivision lots number two hundred fifty-one (251), two hundred fifty-two, two hundred fifty-three (253),

and BE IT FURTHER

RESOLVED that subdivision lot number two hundred fifty-three (253) under map cover 1628 is not part of the rezoning application, and has been withdrawn from said proceedings and shall remain residential, and BE IT FURTHER

RESOLVED that the Zoning Map in the Town Clerk's Office be changed accordingly.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

4/15/74

WHEREAS, the Board of Supervisors and Trustees of the Town of Cheektowaga, New York, in and through the Town Hall, corner of Union and Union Road, in said Town, on the 15th day of April, 1974, at 8 o'clock p.m. Eastern Daylight Saving Time there were:

J. Measer
 E. Swiatek
 J. Wroblewski
 J. Meyers
 J. Halicki
 J. Wasilewski
 J. Johnson

and the Board of Supervisors and Trustees of the Town of Cheektowaga, New York, in and through the Town Hall, corner of Union and Union Road, in said Town, on the 15th day of April, 1974, at 8 o'clock p.m. Eastern Daylight Saving Time there were:

J. Measer
 E. Swiatek
 J. Wroblewski
 J. Meyers
 J. Halicki
 J. Wasilewski
 J. Johnson

and the Board of Supervisors and Trustees of the Town of Cheektowaga, New York, in and through the Town Hall, corner of Union and Union Road, in said Town, on the 15th day of April, 1974, at 8 o'clock p.m. Eastern Daylight Saving Time there were:

J. Measer
 E. Swiatek
 J. Wroblewski
 J. Meyers
 J. Halicki
 J. Wasilewski
 J. Johnson

J. Measer
 es and says that he is the
 isher
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 Checktowaga
and News
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 ter, and published at Depew,
 which the annexed printed
 newspaper, is a copy, was in-
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 day of same
 ore than six days intervened
 ations thereof.

Measer

Eleanor
Eleanor
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires March

WHEREAS, the Board of Supervisors and Trustees of the Town of Cheektowaga, New York, in and through the Town Hall, corner of Union and Union Road, in said Town, on the 15th day of April, 1974, at 8 o'clock p.m. Eastern Daylight Saving Time there were:

J. Measer
 E. Swiatek
 J. Wroblewski
 J. Meyers
 J. Halicki
 J. Wasilewski
 J. Johnson

STATE OF NEW YORK
COUNTY OF ERIE
BENEDICT T. HOLTZ, Town Clerk of the Town hereinafter designated, DO HEREBY CERTIFY as follows:

1. A regular meeting of the Town Board of the Town of Cheektowaga, a town located in the County of Erie, State of New York, was duly held on April 15, 1974, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board, and such minutes appear at item 10, inclusive, of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened, the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said Town, this 20th day of April, 1974.
BENEDICT T. HOLTZ
 Town Clerk
 May 2

STATE OF NEW YORK
COUNTY OF ERIE
SWIMMING POOLS
BRAND New 24' aluminum pools, complete with winterized liner & filtration system. Full price \$555. HURRY, limited quantities. Call or stop in at Kayak Pools today. 665-3888. 5400 Transit Rd., Depew.

SWIMMING Pool; freight in damage, slightly scratched in shipping above ground all aluminum 16' x 24' complete with aluminum safety fence & walk-around area. 20 mill liner & filter. \$695. Call 891-1515 day or evening.

SWIMMING Pool - owner transferred, must be sold. Above ground redwood, original factory crate, never erected. Will move and install on your property; pay balance \$895. Call Stair at 895-3210.

SWIMMING Pool Sacrifice; leading manufacturer & distributor has redwood pools left over from 1973 season - half price. Guaranteed installation & terms. Call 892-2202 collect, day or evening.

THE Esther Williams Swimming Pool Co., 2519 Niagara Falls Blvd., Tonawanda, 691. 5511 has a 2 year old redwood swimming pool 16' x 24' swim area, complete with filter, 20 gauge line & walk around deck area. \$889. Call days or evenings.

Dumped from driveway in most cases.

PROFESSIONAL AUTO WAXING - \$75
AT YOUR HOME
FOR APPOINTMENT 691-7817

REPAIRS - Windows, screens, bicycles, mowers, snowblowers, sales, service, parts. South Transit Hardwax, 5150 Transit, 683-0425.

RESIDENTIAL & COMMERCIAL lawn maintenance & landscaping by A & H Service. Low monthly lawn maintenance rates. Spring clean-up & complete landscaping service. For free estimate call 873-654.

RICHARD'S FLOOR CARE. Hardwood and vinyl floors expertly cleaned and waxed. 897-6915.

SEPTIC TANKS
CLEANED
County Sanitation Service
632-0552
684-7557

SEPTIC TANK
LEANING. Rural Sanitation Service. 759-8391. No lawn damage by truck, tank gauge line & walk around deck area. \$889. Call days or evenings.

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the

Depew Cheektowaga
Herald and News

a newspaper with general circulation in the Towns of Cheektowaga and Lancaster, and published at Depew, New York, that notice of which the annexed printed slip taken from said newspaper, is a copy, was inserted and published therein once a week for 1 week, the first insertion being on the 2 day of May, 1974, and the last insertion being on the same day of same 1974, and that not more than six days intervened between any two publications thereof.

George J. Measer

Sworn to before me this 2 day of May, 1974

Eleanor Measer
Eleanor Measer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

TOWN BOARD

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York held at the Town Hall, corner of Broadway and Union Road, in said Town on the 15th day of April, 1974 at 7:30 o'clock p.m. Eastern Daylight Saving Time there were:

- PRESENT:**
 Supervisor Daniel E. Weber
 Councilmen:
 Felix T. Wroblewski
 Frank E. Swiatek
 Kenneth J. Meyers
 Donald A. Halicki
 Raymond J. Wasielewski
 Thomas M. Johnson

ABSENT: 0
 Motion by Supervisor Weber seconded by Councilman Wroblewski

WHEREAS, Stunkel - Bryant Associates, Inc. have applied for a rezoning from R-Residential District to C-Retail Business District the property located at 1250 Cleveland Drive, Cheektowaga, New York, and being more particularly described as follows:

THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York being part of Lot No. 14, Township 11, Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under cover 1628 is known and distinguished as subdivision numbered two hundred fifty-one (251), two hundred fifty-two (252) two hundred fifty-three (253).

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 15th day of April, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the town ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the applicant has agreed to withdraw said subdivision lot number two hundred fifty-three (253) under map cover 1628 from its application and agree to have it remain residential, and

WHEREAS, the applicant has further agreed to place covenants and restrictions running with the land in the Deed of conveyance of said premises from the WESTERN NEW YORK DISTRICT INC. OF THE WESLEYAN CHURCH, a religious corporation organized under the laws of the State of New York, having its place of business in the Village of Houghton, County of Allegany, party of the first part, and STUNKEL - BRYANT ASSOCIATES, a corporation organized under the State of New York, having its principal place of business at 3885 Harlem Road, Cheektowaga, New York, party of the second part. That said Deed would contain the following restrictions and covenants to run with the land:

"It is understood and agreed that this conveyance is made and accepted subject to the following covenants and restrictions which shall run with the land.

That part of the premises known as Subdivision Lots Nos. 251 and 252 shall be used for only the following purposes and no others:

- A. Residential purposes and private garages appurtenant thereto.
- B. Dental or medical laboratory or similar laboratory.
- C. Real estate, law, insurance, medical, dental or similar

offices." and

WHEREAS, after a thorough review of the requests of the surrounding property owners it would appear that said rezoning of subdivision lots numbers two hundred fifty-one (251) and two hundred fifty-two (252) under map cover 1628 would be conducive to the area and would not unduly interfere with the proper use and enjoyment of the properties in the surrounding area, **NOW THEREFORE, BE IT**

RESOLVED that the following described premises be and hereby are rezoned from R-Residential District to C-Retail Business District:

THAT TRACT OR PARCEL OF LAND situate in the Town of Cheektowaga, County of Erie and State of New York being part of Lot No. 14, Township 11, Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under cover 1628 is known and distinguished as subdivision lots numbered two hundred fifty-one (251), two hundred fifty-two, two hundred fifty-three (253), and **BE IT FURTHER**

RESOLVED that subdivision lot number two hundred fifty-three (253) under map cover 1628 is not part of the rezoning application, and has been withdrawn from said proceedings and shall remain residential, and **BE IT FURTHER**

RESOLVED that the Zoning Map in the Town Clerk's Office be changed accordingly

Upon roll call
 Supervisor Weber Voting AYE
 Councilmen:
 Wroblewski Voting AYE
 Swiatek Voting AYE
 Meyers Voting AYE
 Johnson Voting AYE
 Halicki Voting AYE
 Wasielewski Voting AYE

AYES: 7
NAYES: 0
ABSENT: 0

**STATE OF NEW YORK
 COUNTY OF ERIE**

I, **BENEDICT T. HOLTZ**, Town Clerk of the Town hereinafter described, **DO HEREBY CERTIFY** as follows:

1. A regular meeting of the Town Board of the Town of Cheektowaga, a town located in the County of Erie, State of New York, was duly held on April 15, 1974, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board, and such minutes appear at item 20, inclusive, of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened, the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said Town, this 30th day of April, 1974.

BENEDICT T. HOLTZ
 Town Clerk

Item No. 21 Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, the term of Walter R. Wolniewicz on the Cheektowaga Planning Board has expired, NOW, THEREFORE, BE IT

RESOLVED that Walter R. Wolniewicz, residing at _____, Cheektowaga, New York, be and hereby is reappointed to the Cheektowaga Planning Board for a term of seven (7) years, said term to expire on February 1, 1981.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 22 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, there is a need for a Parks Foreman in the Cheektowaga Parks Department, and

WHEREAS, a study of the functions, duties and responsibilities of the position of Parks Foreman has been thoroughly studied and a report submitted by the Erie County Personnel Department, and

WHEREAS, the necessary "PO-17" forms required by the Erie County Personnel Department have been completed and received by the Town, and

WHEREAS, said position is not subject to the posting requirements under Article 18, Section 1 (a -d inclusive) "Promotions" of the Agreement between the Town of Cheektowaga and Local 1026, American Federation of State, County and Municipal Employees AFL-CIO, prior to the naming of an appointment to said positions, NOW, THEREFORE, BE IT

RESOLVED that the position of Parks Foreman, full-time be and hereby is created, and BE IT FURTHER

RESOLVED that said position will not be posted.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 23 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the position of Parks Foreman has been created in the Cheektowaga Parks Department, NOW, THEREFORE, BE IT

RESOLVED that James J. Matecki, residing at 40 Parwood Drive, Cheektowaga, New York be and hereby is appointed Parks Foreman in the Cheektowaga Parks Department at an annual salary of \$12,500.00 per year, effective immediately.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 24 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, there is a need for a General Mechanic in the Cheektowaga Parks Department, and

WHEREAS, a study of the functions, duties, and responsibilities of the position of General Mechanic has been thoroughly studied and a report submitted by the Erie County Personnel Department, and

Item No. 24 cont'd

WHEREAS, the necessary "PO - 17" forms required by the Erie County Personnel Department have been completed and received by the Town, NOW, THEREFORE, BE IT

RESOLVED that the position of General Mechanic, full time, be and hereby is created and BE IT FURTHER

RESOLVED that said position be posted in accordance with Article 18, Section 1 (a - d inclusive) "Promotions" of the Agreement between the Town of Cheektowaga and Local 1026, American Federation of State, County and Municipal Employees AFL-CIO, prior to the naming of an appointment to said position.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 25 Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, the Town of Cheektowaga in its Sanitary Sewer Infiltration Program is in need of personnel to continue to make house to house inspections, NOW, THEREFORE, BE IT

RESOLVED that the following are hereby hired as part-time employees at the rate of \$2.36 per hour subject to meeting the physical requirements of the job. Work schedule will be arranged as needed for proper performance of the work:

Walter Wisniewski

Cheektowaga, N.Y. 14227

Arthur Prestine

Depew, N.Y. 14043

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 26 Motion by Councilman Johnson, seconded by Councilman Meyers

BE IT RESOLVED that the owners of the parcels of land bearing the following descriptions and setting forth the assessment roll of this Town, are hereby ordered to construct a sidewalk in the streets on which their properties are abut, in accordance with the ordinance adopted June 6th, 1955, and known as the "Sidewalk Ordinance" and the Town Clerk shall give notice of this order by registered mail addressed to each owner at his aforementioned address, with return receipt requested and such letter shall specify that said owner shall construct said sidewalk within thirty (30) days from date of said letter and that such sidewalk required to be so built shall not have been constructed within said time prescribed, the Town Board will cause the same to be done and audit and pay the expense thereof against the property benefited, as provided in Section 200 A of the Town Law of New York.

Dick Road - west side only

Victor Reinstein	2-190
Cheektowaga, New York 14225	270 L.F.
Pasquale D. Cipolla	2-189
Depew, New York 14043	448 L.F.

Dick Road - west side only cont'd

Same as above	2-188 50 L.F.
Mr. Chester D. Hejza & W. Cheektowaga, New York 14225	2159 S.L. 218 & 217 110 L.F.
550 Dick Road, Inc. 3189 Delaware Avenue Kenmore, New York 14217	2-187-10 155 L.F.
Pitt-Orchard, Inc. 3189 Delaware Avenue Kenmore, New York 14217	2-187-5 20 L.F.
530 Dick Road, Inc. 3189 Delaware Avenue Kenmore, New York 14217	2-187 157 L.F.
Pitt-Orchard, Inc. 3189 Delaware Avenue Kenmore, New York 14217	2-192-10 240 L.F.
Roxie Gian Et Al. 90 North Avenue Amherst, New York	2-192 512.76 L.F.
Edward Seebert c/o Erie County Savings Bank 1404 Main Place Tower Buffalo, New York 14202	2-184-10 100 L.F.
Same as above	2-184 200 L.F.
Cheektowaga Community Baptist Church c/o T. Musial 670 Dick Road Cheektowaga, New York 14225	2-183 130 L.F.
750 Dick Road, Inc. 750 Dick Road Cheektowaga, New York 14225	M.C. 1219 S.L. 215, 216, 217, 218 120 L.F.
P.D.C. Building Corp. 6495 Transit Road Bowmansville, New York 14206	2-182-10 155 L.F.
750 Dick Road, Inc. 6495 Transit Road Bowmansville, New York 14206	2-182 610 L.F.
Jose F. Wimberger & W. Cheektowaga, New York 14225	M.C. 492 S.L. 120 70 L.F.
Mobil Oil Corp. ATTENTION: C.M. Nelson 670 White Plains Scarsdale, New York 10583	S.L. 121 70 L.F. S.L. 122 70 L.F.
Same as above	M.C. 1243 S.L. 192 45 L.F. S.L. 193 45 L.F. S.L. 194 45 L.F.

Dick Road - east side only

Emanuel B. Katz & One 511 Lafayette Bldg. Buffalo, New York 14217	M.C. 2123 S.L. 1 200 L.F.
Michael Barone & W. Ormond Beach, Florida 32074	S.L. 2 125 L.F.
Same as above	S.L. 21 130 L.F.
Same as above	S.L. 22 130 L.F.
Chester T. Damian Cheektowaga, New York 14225	M.C. 1060 - 1070 S.L. 7 30 L.F.
Same as above	S.L. 8 30 L.F.
Mr. Santin & W. Buffalo, New York 14215	S.L. 9 30 L.F.
Same as above	S.L. 10 30 L.F.
Same as above	S.L. 11 30 L.F.
Same as above	S.L. 12 30 L.F.
Same as above	S.L. 13 30 L.F.
Same as above	S.L. 14 30 L.F.
Same as above	S.L. 15 35 L.F.
Same as above	S.L. 16 40 L.F.
Teofil Gala & W. Cheektowaga, New York 14225	M.C. 733 9 A 104.7 L.F.
Stanley Frankowski & W. Cheektowaga, New York	9C 45.0 L.F.
Same as above	12 A 50 L.F.
Same as above	12 B 170 L.F.

Odd Lots & Corners

Frank & Leo Piotrowski & Bldrs.
75 Briarhill Road
Amherst, New York 14221

East Ave. & Claudette,
N.E. Corner
M.D. 1067-1219
S.L. 29
125 L.F.

Joseph J. D'Agostino & W.
Cheektowaga, New York 14227

S.E. Cor. of Frantzen &
Birchwood Drive
M.C. 2240
S.L. 118

Mr's Frank & Leo Piotrowski
Amherst, New York 14221

S.W. Cor. of Zeller &
Frantzen Terrace
M.C. 2271
S.L. 15

Same as above

N.W. Corner of Zeller &
McKenzie Court
M.C. 2271
S.L. 18

corrections:

Mr. & Mrs. Hans Rasper
Cheektowaga, New York 14225

M.C. 733-976
54 L.F.
12 C - 13

D & M Fish Shoppe, Inc.
56 J.F.K Lane
Depew, New York 14043

M.C. 733-976
65 L.F.
12 D

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 27 Motion by Councilman Wasielewski, seconded by Councilman Meyers

WHEREAS, there is a need for an Assistant Working Foreman in the Building Maintenance Department, and

WHEREAS said position was cleared thru the Erie County Personnel Department, NOW, THEREFORE, BE IT

RESOLVED that the following employee is promoted to Assistant Working Foreman in the Building Maintenance Department effective April 15, 1974 at the starting rate of \$5.00 per hour.

Richard F. Godlewski

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 28 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following transfer of funds in the general Fund be approved:

Item No. 28 cont'd

	<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A1640.215	Central Garage repairs equipment	\$2,000.00	A1640.402 Central Garage Maint. Supplies
A7310.467	Youth Service Projects	600.00	A7310.400 Office Expense

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 29 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending April 15, 1974 be and hereby are approved and that Supervisor pay said warrants:

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General	4465	4595	\$ 962,284.81
Part Town	306	310	2,459.70
Highway	6021	6048	432,814.17
Special Districts	1434	1476	318,499.64
Federal Revenue Sharing	24	27	4,395.40
Trust and Agency	144	--	847.50
Construction & Improvement	384	--	-----
			<u>\$1,721,401.22</u>

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

V. FROM THE TABLE

Item No. 30 Use of Revenue Sharing funds to alleviate flooding & drainage problems
This item was tabled.

Item No. 31 Motion by Councilman Johnson, seconded by Councilman Wasielewski

WHEREAS, Henry J. Popiela and Wife have applied for a rezoning from R-Residential and C-Retail Business District to CM-General Commercial District the property located at 2958 Union Road, Cheektowaga, New York, and being more particularly described as follows:

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Farm Lot 15, Township 11, Range 7 of the Holland Land Company's Survey, and upon a subdivision map of Buffalo and Depew Trolley Land Company filed in the office of the Clerk of the County of Erie under Map Cover

No. 527, are known and distinguished as Subdivision Lots Numbers five (5) and six (6) in Block "E".

This conveyance is made and accepted pursuant to the terms of the resolution of the Board of Supervisors of the County of Erie, as shown by item 29, page 378 of the Minutes of the proceedings of the said board of the year 1944.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 15, Township 11, Range 7 of the Holland Land Company's Survey and being a portion of Marie Avenue as shown on a map entitled "Buffalo and Depew Trolley Land Co." filed in Erie County Clerk's Office and under Cover No. 527 and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the center line of Marie Avenue as shown on said map filed in Erie County Clerk's Office under Cover No. 527, with the westerly line of Subdivision Lot No. 9, Block "F", Cover 527, extended northerly; thence easterly along the said center line of Marie Avenue 143.9 feet; thence northerly parallel with the westerly line of Union Road (as a 66 foot highway) 25 feet to the northerly line of Marie Avenue; thence westerly along the northerly line of Marie Avenue 142.9 feet to the point in the westerly line of Subdivision Lot No. 9, Block "F" Cover No. 527, extended northerly; thence southerly along the westerly line of said Subdivision Lot No. 9 extended northerly 25 feet to the point of beginning.

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Farm Lot 15, Township 11, Range 7 of the Holland Land Company's Survey, and upon a subdivision Map of Buffalo & Depew Trolley Land Co. filed in the office of the Clerk of the County of Erie under Map Cover No. 527 are known and distinguished as Subdivision Lots Numbers seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12) and thirteen (13) in Block "E".

Subject to easements and rights of way owned by the County of Erie, and excepting that part of the above described premises conveyed to or dedicated by the County of Erie for highway and drainage purposes as appears by the records of the Clerk of the County of Erie.

This conveyance is made and accepted pursuant to the terms of a resolution of the Board of Supervisors of the County of Erie, being Item 20 of the Minutes of the proceedings of said Board for October 15, 1946.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie, and State of New York, being part of Lot No. 15, Township 11, Range 7 of the Holland Land Company's Survey and being a portion of Marie Avenue as shown on a map entitled "Buffalo and Depew Trolley Land Co." filed in Erie County Clerk's Office under Cover No. 527 and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the center line of Marie Avenue as shown on said map filed in Erie County Clerk's Office under Cover No. 527, with the westerly line of Subdivision Lot no. 9, Block "F", Cover No. 527, extended northerly; thence easterly along the said center line of Marie Avenue 143.9 feet; thence

Item No. 31 cont'd

northerly parallel with the westerly line of Union Road (as a 66 foot highway) 25 feet to the northerly line of Marie Avenue; thence westerly along the northerly line of Marie Avenue 143.9 feet to a point in the westerly line of Subdivision Lot No. 9, Block "F" Cover No. 527; extended northerly; thence southerly along the westerly line of said Subdivision Lot No. 9 extended northerly 25 feet to the point of beginning.

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 18th day of March, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the Erie County Planning Commission and the Cheektowaga Planning Commission have both recommended denial of said rezoning, and

WHEREAS, the proposed rezoning to a CM-General Commercial zoning would allow to many uses which are not compatible with the development adjacent to this parcel, NOW, THEREFORE, BE IT

RESOLVED that the said application for rezoning be and hereby is denied.

Upon Roll Call.....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

VI. SUSPENSION OF RULES

Item No. 32 Proclamation for Pledge of Allegiance Day

Motion by Councilman Wasielewski, seconded by Councilman Halicki

WHEREAS, various civic and veterans' organizations and schools have designated April 30th as PLEDGE OF ALLEGIANCE DAY, and

WHEREAS, said PLEDGE OF ALLEGIANCE DAY has originated in the Town of Cheektowaga and was first celebrated as such on April 30th, 1970, and

WHEREAS, the Town Board of Cheektowaga has again requested to designate and proclaim April 30th, 1974 as PLEDGE OF ALLEGIANCE DAY, THEREFORE, BE IT

RESOLVED that all citizens, business establishments, schools, and public buildings are hereby requested and urged by said Town Board to proudly display and fly the American Flag on April 30th, 1974 as an expression of their patriotism and devotion to their country, and BE IT FURTHER

RESOLVED that a copy of this resolution be advertised in the CHEEKTOWAGA TIMES and the CHEEKTOWAGA NEWS in order that said proclamation receive Town-wide coverage and publicity.

Upon Roll Call.....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

4/15/74

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York held at the Town Hall, corner of Broadway and Union Road, in said Town on the 15th day of April, 1974 at 7:30 o'clock p.m. Eastern Daylight Saving Time there were:

PRESENT:
Supervisor Daniel E. Weber
Councilmen:
Frank T. Wroblewski
Frank E. Swiatek
Edward J. Meyers
Donald A. Halicki
Raymond J. Wasickowski
Thomas M. Johnson

ABSENT: 0
Motion by Councilman Wasickowski seconded by Donald A. Halicki

WHEREAS, various civic and business organizations and groups have designated April 15 as **PLEDGE OF ALLIANCE DAY**, and

WHEREAS, said **PLEDGE OF ALLIANCE DAY** has originated in the Town of Cheektowaga and was first celebrated in 1945 in said town and

WHEREAS, the Town Board of Cheektowaga has since been authorized to participate in the celebration of said **PLEDGE OF ALLIANCE DAY** and

WHEREAS, the Town Board of Cheektowaga has since been authorized to participate in the celebration of said **PLEDGE OF ALLIANCE DAY** and

WHEREAS, the Town Board of Cheektowaga has since been authorized to participate in the celebration of said **PLEDGE OF ALLIANCE DAY** and

WHEREAS, it is the desire of the Town Board of Cheektowaga that a copy of this resolution be advertised in the **CHEEKTOWAGA TIMES** and the Cheektowaga News in order that said proclamation receive town-wide coverage and publication.

Supervisor Weber Voting **AYE**
Councilmen:
Wroblewski Voting **AYE**
Swiatek Voting **AYE**
Meyers Voting **AYE**
Halicki Voting **AYE**
Johnson Voting **AYE**

AYES: 7
NAYES: 0
ABSENT: 0

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seckter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks;
first publication .. *April 18, 1974* .. ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seckter

Sworn to before me this *19th*

day of *April* .., 19 *74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
of the town

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA
ss.

April 30th

Resolved by the Cheektowaga Town Board

EXTRACTS FROM MINUTES, MONDAY, APRIL 15, 1974

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York held at the Town Hall, corner of Broadway and Union Road, in said Town on the 15th day of April, 1974 at 7:30 o'clock p.m. Eastern Daylight Saving Time there were:

- PRESENT:**
- Supervisor Daniel E. Weber
 - Councilman Felix T. Wroblewski
 - Councilman Frank E. Swiatek
 - Councilman Kenneth J. Meyers
 - Councilman Donald A. Halicki
 - Councilman Raymond J. Wasilowski
 - Councilman Thomas M. Johnson

ABSENT:

Motion by Councilman Wasilowski seconded by Councilman Johnson

Resolved that a copy of the minutes be placed in the files of the Town Board.

Resolved that the Town Board be authorized to execute and deliver to the Town of Cheektowaga, Erie County, New York, a copy of the minutes of the meeting held on Monday, April 15, 1974.

Resolved that a copy of the minutes be placed in the files of the Town Board.

Resolved that a copy of this resolution be placed in the files of the Town Board and the CHEEKTOWAGA NEWS is hereby authorized to publish the same for wide coverage and publicity.

Upon roll call . . .

Supervisor Weber	Voting AYE
Councilman Wroblewski	Voting AYE
Councilman Swiatek	Voting AYE
Councilman Meyers	Voting AYE
Councilman Halicki	Voting AYE
Councilman Wasilowski	Voting AYE
Councilman Johnson	Voting AYE

AYES: 7
 NAYES: 0
 ABSENT: 0



Notary Public in and for Erie County
Eleanor Messer

ELEANOR MESSER
Notary Public in and for Erie County
My Commission Expires March 30, 1975

Eleanor Messer

of April 19, 1974

Subscribed and sworn to before me this 26 day

George J. Messer

George J. Messer
being duly sworn, deposes and says that he is the
Publisher
of the
Cheektowaga News
public newspaper published at Depew,
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for one week, the first
insertion being on the 18 day of April
1974, and the last insertion being on the
day of same, 1974.

STATE OF NEW YORK
COUNTY OF ERIE

Bee Publications Inc.
Publishers Of:
Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News
5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700



district deputy and installing
Lewis, inner guard; and
captain.
installed were Daniel
loyal knight. Robert
Richard Mayback, tyler and
trustee.

led to the numerous fatalities
as well as serious accidents
over three years, and it is the
objective of the bill to reduce
these accidents to a
minimum."
**Fish supper
in Bowmansville**
The Ruth Circle of Bow-
mansville United Methodist
Church will meet at 8 p.m.
Monday, April 22 at the home
of Carol Lathrop, Pardee St.,
Lancaster.
The church is sponsoring a
fish supper Monday, April 29.
The menu will include fish and
french fries, beets, cole slaw,
bread, and pies. Reservations
must be made by Friday,
April 19 with Mary Volker at
683-8775.
**Miss DiPasquale
on production staff**
Ruth DiPasquale, daughter
of Mr. and Mrs. Fred DiPas-
quale of 59 Norris Ave., Lan-
caster was a member of the
production staff for the Ithaca
College production of "Ah,
Wilderness." The Eugene
O'Neill drama was staged last

sponsored by Assemblyman
Dale M. Volker (R-Depew),
must be acted on by the
governor to become law.
"My legislation represents a
step forward in protecting the
lives of those who work on
power utility lines," said Mr.
Volker, "and will prohibit
utilities from requiring
employees to handle equipment
energized in excess of 15,000
volts in a manner which could
be considered unsafe and
dangerous.
"The bill represents one of
the most controversial
proposals of the session which
utility companies universally
condemned. The bill as
amended has received wide
enthusiastic support from the
International Brotherhood of
Electrical Workers and has
been assented to by the electric
power companies," the
Assemblyman added.
"Adverse conditions
involving ice, snow, wind,
flooding, faulty equipment
and over loaded circuits in



APPOINTED — Marie
Midland Bank of Buffalo has
announced that Joyce A. Goet-
chius of 650 Mill Rd., West
Seneca, has been named
assistant manager of the
bank's Kensington branch
office. She is a graduate of St.
Mary's High School, Lan-
caster, and the University of
Iowa. Mrs. Goetchius replaces
Mrs. Barbara A. Barnes of 85
East Toulon Dr., Cheek-
towaga, who has been trans-
ferred to the Lovejoy office.

Deaths



Item No. 33 Motion by Councilman Johnson, seconded by Councilman Halicki

RESOLVED that permission is hereby given to the New York State Electric & Gas Corp. to install two additional 3350 lumen post top units (South View Drive (1) and (View Court (1)) according to the attached proposal.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

PROPOSAL - BELOW

March 15, 1974

STREET LIGHTING PROPOSAL
TOWN OF CHEEKTOWAGA

South View Drive (1)
View Court (1)

Install two (2) additional - 3350 lumen post top units -
Underground feed - municipally owned standards (10 ft.)

Estimated Annual Cost -----\$173.40

NEW YORK STATE ELECTRIC & GAS CORPORATION

4/15/74

Item No. 34 Motion by Councilman Johnson, seconded by Councilman Wroblewski

WHEREAS, a representative of the New York State Electric and Gas Corporation has informed the Town of Cheektowaga that the existing fluorescent fixtures at the Town Hall front entrance are becoming obsolescent and replacements will be increasingly difficult to obtain,

BE IT RESOLVED that permission be granted New York State Electric and Gas Corporation to replace four (4) fluorescent lamps with four (4) high pressure sodium lamps on standards numbers 1 through 4 at the Town Hall front entrance in accordance with the attached Street Lighting Proposal.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

PROPOSAL - BELOW

March 18, 1974

STREET LIGHTING PROPOSAL
TOWN OF CHEEKTOWAGA

Town Hall Front Entrance

Install 4 - 42000 lumen HPS lamps @ \$100.00 ea.-----\$400.00
(Standards 1,2,3,4)

Remove 4 - 20000 lumen fluorescent lamps @ \$106.00 ea.---- 424.00
(Standards 1,2,3,4)

Annual Decrease

\$24.00

NEW YORK STATE ELECTRIC & GAS CORPORATION

4/15/74

Item No. 35 Motion by Councilman Johnson, seconded by Councilman Meyers

RESOLVED that permission be granted New York State Electric and Gas Corporation to replace two incandescent lamps on Leo Place with two mercury-vapor lamps in accordance with the attached Street Lighting Proposal and for the purpose of up-grading the lighting on said street.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

PROPOSAL - BELOW

March 18, 1974

STREET LIGHTING PROPOSAL
TOWN OF CHEEKTOWAGA

Leo Place

Install 2 - 7000 lumen mercury lamps @ \$45.00 ea.-----\$90.00
(Poles 2,4, Line 2005)

Remove 2 - 2500 lumen incandescent lamps @ \$35.74 ea.---- 71.48
(Poles 2,4, Line 2005)

Annual Increase \$18.52

NEW YORK STATE ELECTRIC & GAS CORPORATION

Item No. 36 Motion by Councilman Meyers, seconded by Councilman Swiatek

RESOLVED that Councilman Raymond J. Wasielewski and Kenneth J. Kopacz, Executive Director of the Cheektowaga Youth Board are hereby authorized to attend the Third Annual New York State Conference on Manpower, in Binghamton, New York, April 22nd and April 23rd, and BE IT

FURTHER RESOLVED that the above mentioned be reimbursed for their necessary and reasonable travel expenses in connection with said trip.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 37 Motion by Councilman Wasielewski, seconded by Councilman Meyers to adjourn the meeting.

MARY F. HOLTZ
Deputy Town Clerk

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 6th day of May, 1974 at 2:30 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Benedict T. Holtz, Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney; Chester L. Bryan, Town Engineer; Carl Trafalski, Building Inspector; Edward Maraszek, Deputy Superintendent of Highways; Andrew Schwenk, Town Assessor; Benedict L. Kostrzewski, Chief of Police.

I. GENERAL COMMUNICATIONS

Item No. 2 Thomas F. McGowan, N.Y.S. Senator - Acknowledge Receipt of Resolution
RE: Old Age Exemption Law.
Received and Filed.

Item No. 3 Thomas F. McGowan, N.Y.S. Senator - Acknowledge Receipt of Resolution
RE: Use of Federal Revenue Sharing funds for alleviating drainage and flooding conditions.
Received and Filed.

Item No. 4A N.Y.S. Public Service Commission - Notice of Public Hearings, RE: Niagara Mohawk Power Corporation: Electric Rate Increase, Electric Rate Increase (Street Lighting), Gas Rate Increase.
Received and Filed.

Item No. 4B Niagara Mohawk Power Corporation Rate Increases.

Motion by Councilman Johnson, seconded by Councilman Wasielewski

WHEREAS, the Niagara Mohawk Power Corporation was granted a rate increase effective February 15, 1974; and

WHEREAS, the Niagara Mohawk Power Corporation on April 1, 1974, requested another rate increase of approximately 16% be granted by the Public Service Commission; and

WHEREAS, the Niagara Mohawk Power Corporation has been continually alerting its customers to the likelihood of frequent and regular rate increases; and

WHEREAS, the Town of Cheektowaga has an interest in such rate request proceeding both as a user of electricity and on behalf of the residents of the Town of Cheektowaga; and

WHEREAS, the frequency of the request for rate increases demands constant objection to and accountability to the Town of Cheektowaga; and

WHEREAS, the Supervisor has voiced complaints against the rates as increased or proposed, NOW, THEREFORE, BE IT

Item No. 4B Cont'd

RESOLVED that the Supervisor of the Town of Cheektowaga file a complaint with the Public Service Commission in vigorous opposition to such rate increase, and it is further

RESOLVED that the Town Attorney appear at any hearing before the Public Service Commission and take such other action as he deems advisable to carry out the purpose and intent of this resolution.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 5 John C. McMahon, Associate Sanitary Engineer-N.Y.S. Dept. of Environmental Conservation - RE: Chtkg. S.D. #5 Wastewater Treatment Facilities, Operation and Maintenance Inspection.

Referred to Chester L. Bryan, Town Engineer.

Item No. 6 Raymond T. Schuler, Commissioner of Transportation - Designation of Restricted Highway.

Referred to Benedict L. Kostrzewski, Chief of Police.

Item No. 7 SUMMONS & COMPLAINT - Gary Kankiewicz (Infant) and Eleanor Kankiewicz (Mother) vs. Town of Cheektowaga, County of Erie, and Mark Santoro, Mario Santoro and Freda Santoro.

Referred to John V. Rogowski, Town Attorney.

Item No. 8 William G. Muehlbauer, Attorney for Forks Fire District No. 3 - Request possible enactment of Town Ordinance RE: First Aid and Safety Precautions for numerous hockey rinks throughout Town.

Referred to John V. Rogowski, Town Attorney.

Item No. 9 Frank J. Kotlowski, Representative of A.C.T.-S.H.A.R.P. - Request time to speak RE: Niagara Mohawk and N.Y.S. Electric & Gas Rate Increases.

Referred to the Honorable Members of the Town Board.

Item No. 10 Residents of Yeager Drive - Petition RE: Proposed Park bounded and landlocked by Cleveland Dr., Union Rd., Yeager Dr. and Beach Rd.

Referred to Councilman Frank E. Swiatek.

Item No. 11 William St. Citizens and Taxpayers Association - RE: Flooding Conditions under Bridge on Dingen St. near Rossler.

Referred to Chester L. Bryan, Town Engineer.

II. DEPARTMENTAL COMMUNICATIONS

Item No. 12 Motion by Councilman Wroblewski, seconded by Supervisor Weber

BE IT RESOLVED that the Building Permits submitted on May 6, 1974, be approved subject to the Building Inspector's Approval with the following exceptions and stipulations:

Item No. 12 Cont'd

PERMIT DENIED:

Dr. Edward M. Recoon
2695 Harlem Road
Erect Office Building (est. cost \$60,000.00)

H E L D:

COMMERCIAL STRUCTURES:

Cowlesville Const. (Millic Development)	20 Dick Road	Erect Warehouse, estimated cost \$80,000.00
Cowlesville Const. (Millic Development)	3900 Broadway	Demolish Dwelling, estimated cost \$800.00
Cowlesville Const. (Millic Development)	20 Dick Road	Erect Warehouse, estimated cost \$70,000.00
The Rotary Co. Inc. (Variance granted 4/10/74)	1746 Dale Road	Extend Factory, estimated cost \$25,000.00

PRIVATE DWELLINGS:

Armond Ciminelli	
Armond Ciminelli	
Senko Builders	1229 Como Park Blvd.
Josela Enterprises	12 Marywood Drive
Josela Enterprises	48 Marywood Drive
Leo Sitarek	
Borynski Const. Inc.	95 Davidson Dr.
Borynski Const. Inc.	98 Bory Drive
William E. Goeseke	
Homes by Ander Inc.	1268 Borden Road

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

***Items 33 and 34 were taken out of order and acted upon after Item 12.

***Supervisor Weber excused himself from the meeting after voting on
Items 33 and 34.

Item No. 13 Town Clerk's Office - Call for Public Hearing for Rezoning on SW Corner
of William and Glidden Streets.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, Robert F. Mejak and Dorothy Mejak of
Cheektowaga, New York 14227 have made application and requested the rezoning of
property located on the SW Corner of William and Glidden Streets from RC-Restricted
Business to CM-General Commercial District, said property owned by Sebastian & Mary
Saraceno, NOW, THEREFORE, BE IT

RESOLVED that a Public Hearing be held regarding said request under
the provisions of the Zoning Ordinance on June 3rd, 1974, at 2:00 o'clock P.M., Eastern
Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Item No. 13 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

AFFIDAVITS-BELOW

PROOF OF PUBLICATION

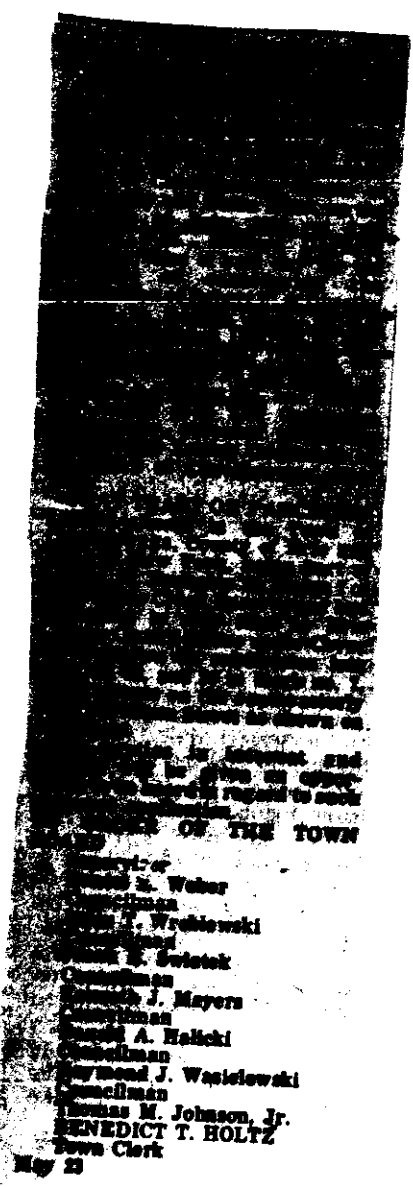
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Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



..... George J. Measer
being duly sworn, deposes and says that he is the
..... Publisher of the
..... Depew Herald Journal a
public newspaper published at
..... Depew....., New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 day of May
19.....74....., and the last insertion being on the 29
day of May....., 19.....74.....

Subscribed and sworn to before me this 23 day

of May, 19 74

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechler of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clara* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks;
first publication *May 23, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechler
Sworn to before me this *24th*
day of *May*, 19*74*
Nardine C. Marong (Williams)
Notary public in and for Erie County, N. Y.

NARDINE C. MARONG
Notary Public State Of New York
Qualified In: Erie County
My Commission Expires March 30, 19*75*

by the Town Board of the Town of
Chesapeake, Essex County, New
York, at the Town Hall in the said
Town of Chesapeake, corner of
Broadway and Union Road, on
the 2nd day of June 1974, at 2:00
o'clock P.M., Eastern Daylight
Savings Time at said day for the
purpose of considering the appli-
cation of Robert F. & Dorothy
Smith to Rezone from R.C.
Residential Business District to
C-1 General Commercial District
the property located at SW corner
of William & Glidden Sts. and
under the Zoning Map and
Ordinance accordingly, pursuant
to Section 19-00 of the Zoning
Ordinance of the Town of
Chesapeake, New York.

DESCRIPTION

**ALL THAT TRACT OR PAR-
CELS OF LAND**, situate in the
Town of Chesapeake, County of
Essex and State of New York,
being part of Lot No. 73,
Traverse 18, Range 7 of the
Adirondack Park Reservation and
according to map filed in Erie
County Clerk's Office under
map No. 111 is known as subdivision
No. 41, 42, and 43 in block no.
111 being situate on the south-
westerly line of William Street as
shown on said map.

All parties in interest and
others will be given an oppor-
tunity to be heard in regard to
such proposed application.

**BY ORDER OF THE TOWN
BOARD**

Supervisor Daniel E. Weber
Councilmen:
Paul T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ
Town Clerk

114

115

Item No. 14 Town Clerk's Office - Call for Public Hearing for Rezoning on Part of Lot 95, French Road.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, Richard F. Helmich of , Bowmansville, New York 14220 has requested the rezoning of property located on Part of Lot 95, French Road from R-Residential to RC-Restricted Business District, said property owned by the Mader Corporation, NOW, THEREFORE, BE IT

RESOLVED that a Public Hearing be held regarding said request under the provisions of the Zoning Ordinance on June 3rd, 1974, at 2:00 o'clock P.M., Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

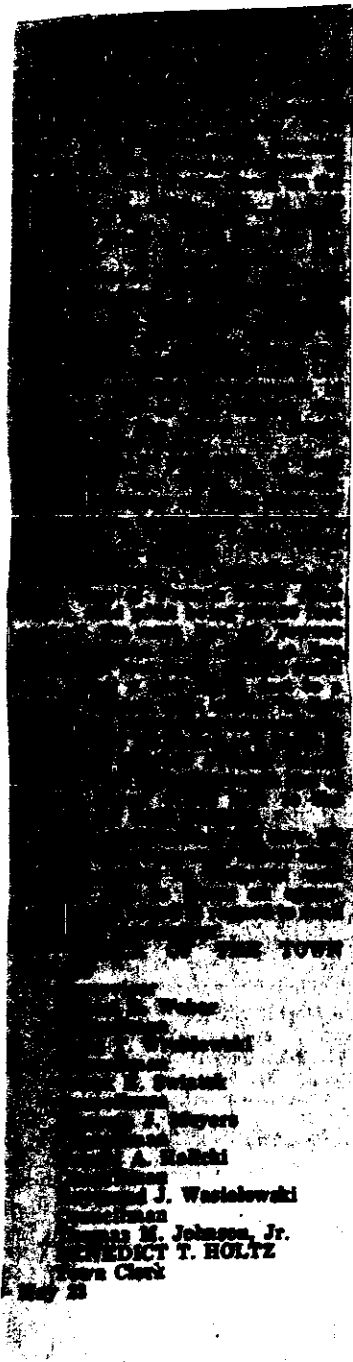
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★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 day of May,
1974, and the last insertion being on the 23
day of May, 1974.

Subscribed and sworn to before me this 23 day

of May, 1974

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seichter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for *1* weeks:
first publication *May 23, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seichter

Sworn to before me this *24th*

day of *May*, 19*74*

Naidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State Of New York
Qualified in Erie County
My Commission Expires March 30, 19*75*

Public Hearing will be held by the Town Board of The Town of Cheektowaga, Erie County, New York, at the Town Hall in the said town of Cheektowaga, corner of Broadway and Union Road, on the 2nd day of June 1974.

located at Part of Lot 86 French Road and amend the zoning Map and Ordinance accordingly, pursuant to Section 24-02 of the Zoning Ordinance of the town of Cheektowaga, New York.

DESCRIPTION

ALL THAT PARCEL of land located in the Town of Cheektowaga, Erie County of Erie, State of New York, being part of lot 86, Township 19, Range 7 and being described as follows:

BEGINNING AT A POINT in the north line of French Road (100 feet wide), said point being 200 feet east of the east line of French Road; thence north along a line 275.00 feet to a point; thence south east along a line 220.00 feet to a point; thence east along a line 279.43 feet to a point; thence south along a line 138.04 feet to a point in the north line of French Road; thence west along the north line of French Road 67.28 feet to the POINT OF BEGINNING.

ALSO being sublots 167 thru 174 incl. as shown on map cover 2288.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

- Supervisor Daniel E. Weber
- Councilmen:
 - Felix T. Wroblewski
 - Frank E. Swiatek
 - Kenneth J. Meyers
 - Donald A. Halicki
 - Raymond J. Wasielewski
 - Thomas M. Johnson, Jr.
- BENEDICT T. HOLTZ**
Town Clerk

114

415

Item No. 15 Town Clerk's Office - Call for Public Hearing for Rezoning at 2379-2385 Union Road.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, James M. Kiebzak of , Buffalo, New York 14207 has made application and requested the rezoning of property located at 2379-2385 Union Road from RA-Residential Apartments and RC-Restricted Business District to M1-Light Manufacturing District, said property owned by Walter S. Kiebzak, NOW, THEREFORE, BE IT

RESOLVED, that a Public Hearing be held regarding said request under the provisions of the Zoning Ordinance on June 3rd, 1974, at 2:00 o'clock P.M., Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }

[REDACTED]
TOWN BOARD
Mayor
Frank E. Swietek
Councilman
Raymond J. Wasielewski
Councilman
MAY 23

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 day of May,
1974, and the last insertion being on the 29
day of May, 1974.

Subscribed and sworn to before me this 23 day
of May, 1974

George J. Measer

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seckter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
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weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for *1* weeks;
first publication *May 23, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seckter

Sworn to before me this *24th*

day of *May*, 19*74*

Naidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19 *75*

114

#15

that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 3rd day of June 1974, at 2:00 o'clock P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of James M. Kishzak to change from RA - Apartment & Restricted Business District to M-Light Manufacturing District the property located at 2285 Union Road and amend the Zoning Map and Ordinance accordingly, pursuant to Section 19-06 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lots numbers 61 and 67, Township 10, Range 6, bounded and described as follows:

BEGINNING at a point in the westerly line of Union Road, which point is 6.12 feet south of the intersection of the southerly line of Farm Lot No. 61, Township 10, Range 6 with said westerly line of Union Road, running thence southerly on a line parallel with the westerly line of Union Road 6.12 feet south of the north line of Lot No. 67, Township 10, Range 6, 350 feet to a point; running thence northerly on a line parallel with the east line of Lot No. 61, 60 feet to a point; running thence westerly 245.3 feet to a point in the easterly line of Union Road which point is 60.12 feet northerly from the place of beginning; thence southerly along the easterly line of Union Road, 60.12 feet to the point of beginning.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor Daniel E. Weber
Councilmen:
Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ
Town Clerk

#14

#15

Item No. 16 Town Clerk's Office - Call for Public Hearing for Rezoning at 3409
Genesee Street.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, John and Edward Ogiony of the Ugen Corporation have made application and requested the rezoning of property located at 3409 Genesee Street from RC-Restricted Business (Front Part) and R-Residential (Rear Part) to C-Retail Business District, NOW, THEREFORE, BE IT

RESOLVED, that a Public Hearing be held regarding said request under the provisions of the Zoning Ordinance on June 3rd, 1974, at 2:00 o'clock P.M., Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

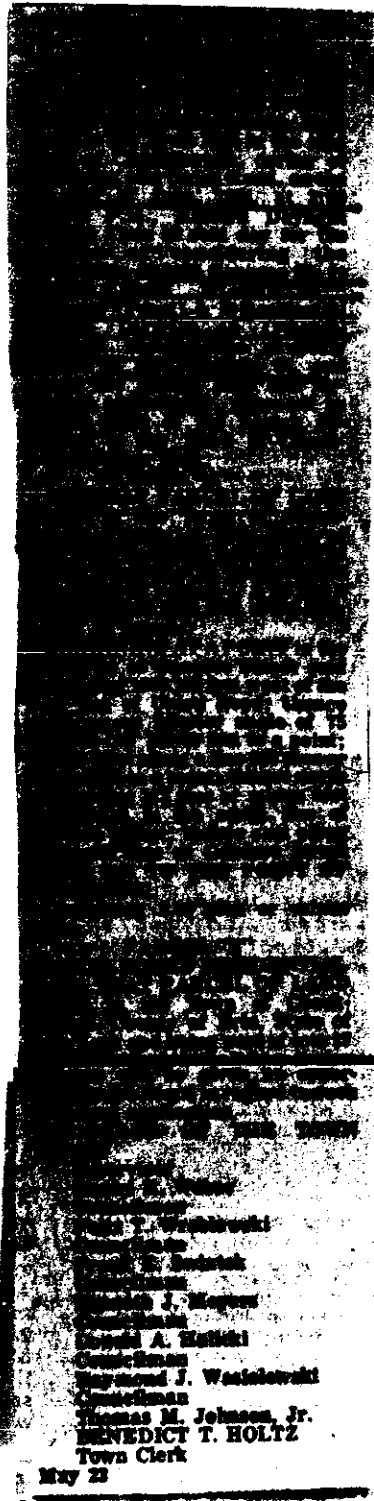
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5564 MAIN STREET,
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PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



..... George J. Measer
being duly sworn, deposes and says that he is the
..... Publisher
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..... Depew Herald Journal
..... public newspaper published at
..... Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 ... day of ... May
19... 74, and the last insertion being on the 29
day of May., 19... 74...

Subscribed and sworn to before me this 23 day

of May 19 74

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

PROOF OF PUBLICATION

Bee Publications Inc.

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PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

[REDACTED]

George J. Measer

being duly sworn, deposes and says that he is the
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Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
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said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 day of May,
1974, and the last insertion being on the 29
day of May, 1974.

[Signature]

Subscribed and sworn to before me this

of May

[Signature]

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, Erie Co.
Qualified in Erie Co.
My Commission Expires

ALL THAT PARCEL OF LAND
containing 3.88 plus or minus
Acres.
Containing 3.88 plus or minus
Acres.

All parties in interest and
claims will be given an opportunity
to be heard in regard to such
proposed application.

- BY ORDER OF THE TOWN BOARD
Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ
Town Clerk

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for¹..... weeks;
first publication *May 23, 1974*..... ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *24th*.....

day of *May*....., 19*74*.....

Naidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of

Genesee St. to change from RC - Restricted Business (Front) & R-Residential (Rear) District to C - Retail Business District the property located at 208 Genesee St. and amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

PARCEL "A"

PARCEL ZONED R. C.
ALL THAT PARCEL OF LAND situate in the Town of Cheektowaga, County of Erie, State of New York and being part of Lots 17 and 18, Township 11, Range 7 also being part of sublots 1, 2, 3, and 4 on Map Cover 1055 and being described as follows:
BEGINNING AT A POINT in the south line of Genesee Street said point being 1060.106 feet west of the west line of Union Road; thence south on an interior angle of 75 degrees - 25 feet 250.00 feet to a point; thence west along a line 273 plus or minus feet to a point; thence north along a line 273 plus or minus ft. to a point in the south line of Genesee Street; thence east along the south line of Genesee Street 345.464 feet TO THE POINT OF BEGINNING.
Containing 2.05 plus or minus Acres.

PARCEL "B" ZONED RESIDENTIAL

ALL THAT PARCEL OF LAND situate in the Town of Cheektowaga, County of Erie, State of New York and being part of Lots 17 and 18, Township 11, Range 7 also being part of sublots 1, 2, 3, and 4 on Map Cover 1055 and being described as follows:
COMMENCING AT A POINT in the south line of Genesee Street said point being 1060.106 feet west of the west line of Union Road; thence south at an angle of 75 degrees - 25 feet from the west, 250.00 feet to the point of beginning; thence continuing south along the same line 297.05 plus or minus feet to a point; thence west along a line 334.40 feet to a point; thence north along a line 153.57 plus or minus feet to a point; thence north east along a line 246 plus or minus feet to the point of beginning.
Containing 1.83 plus or minus Acres.

TOTAL PARCEL

ALL THAT PARCEL OF LAND SITUATE in the Town of Cheektowaga, County of Erie, State of New York and being part of Lots 17 and 18, Township 11, Range 7 also being part of sublots 1, 2, 3, and 4 on Map Cover 1055 and being described as follows:
BEGINNING AT A POINT in the south line of Genesee Street said point being 1060.106 feet west of the west line of Union Road; thence south on an interior angle of 75 degrees - 25 feet, 547.05 feet to a point; thence west on an interior angle of 91 degrees - 07 feet, 334.40 feet to a point; thence north along a line 466.57 feet to a point in the south line of Genesee Street; thence east along the south line of Genesee Street 345.464 feet TO THE POINT OF BEGINNING.
Containing 3.88 plus or minus Acres.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD
Supervisor Daniel E. Weber
Councilmen:
Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ
Town Clerk

Item No. 17 Engineering Department - Award of Bid for the Construction of Sidewalks.

Motion by Councilman Johnson, seconded by Councilman Meyers

WHEREAS, bids were duly received by this Town Board at a meeting thereof, held on April 15, 1974, for the construction of sidewalks including incidental piping for the year of 1974, as the result of advertisement, therefore, and such bids were referred to the Town Engineer for analysis, tabulation and report, AND

WHEREAS, such analysis, tabulation and report is hereto attached and contained in a letter to the Town Board dated May 3, 1974, NOW, THEREFORE, BE IT

RESOLVED, that the contract for the construction of sidewalks including incidental piping for the year of 1974 is hereby awarded to Dan Martin Landscaping, R.F.D. #1, County Line Road, Alden, New York 14004, bid award at unit prices, said company being the lowest responsible bidder meeting specifications.

4" thick	\$.98/sq. ft.
6" thick	1.18/sq. ft.
Fill	5.00/cu. yd.
Pipe	2.00/ft.

SEE NEXT PAGE



Town of Cheektowaga

TOWN HALL - BROADWAY AND UNION ROAD - CHEEKTOWAGA, NEW YORK 14227

CHESTER L. BRYAN, P.E.
TOWN ENGINEER
716-683-2200

May 3, 1974

TO THE SUPERVISOR AND
HONORABLE TOWN BOARD MEMBERS
TOWN OF CHEEKTOWAGA

RE: Construction of Sidewalks

Gentlemen:

At the regular Town Board Meeting of April 15, 1974, bids were received and opened for the construction of sidewalks. Four (4) bids were received as follows:

	ITEM 1 4" thick \$/sq. ft.	ITEM 2 6" thick \$/sq. ft.	ITEM 3 Fill \$/cu. yd.	ITEM 4 Pipe \$/ft.	TOTAL
Dan Martin Landscaping	\$.98	\$1.18	\$ 5.00	\$2.00	\$21,300
M. Falgiano Construction Co.	1.05	1.32	4.00	1.25	22,875
Leone & Fedorowicz Construction	1.15	1.25	10.00	1.00	24,600
Buscaglia & Destro Construction	1.45	1.99	8.00	2.85	32,785

It is recommended that the bid be awarded to Dan Martin Landscaping, R.F.D. #1, County Line Road, Alden, New York 14004, for submission of the lowest bid meeting the requirements of the specifications. The bid is awarded on the basis of unit prices as quoted.

Very truly yours,

TOWN OF CHEEKTOWAGA

Chester L. Bryan, P.E.
Town Engineer

CLB/mjj

cc: Mr. John Rogowski
Town Attorney

#15

Item No. 17 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 18 Engineering Department - Award of Bid for Corrugated Metal Pipe.

Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, bids were duly received on April 15, 1974, as the result of advertisement, therefore, for the furnishing to the Town of Cheektowaga of all corrugated metal pipe requirements for the year of 1974, and said bids were referred to the Town Engineer for analysis, tabulation and report, which said analysis, tabulation and report is hereto attached and contained in a letter to the Town Board dated May 3, 1974, NOW, THEREFORE, BE IT

RESOLVED, that the contract for the furnishing to the Town of all corrugated metal pipe for the year of 1974, as per said unit prices and as recommended by the Town Engineer be and the same hereby is awarded to Lane Metal Products Co., of Bath, New York for the submission of the lowest bid meeting specifications.

6 in. dia.	\$ 1.16/ft.	43 x 27	\$ 8.93/ft.
8 in. dia.	1.59/ft.	50 x 31	10.54/ft.
10 in. dia.	1.76/ft.	58 x 36	15.23/ft.
12 in. dia.	2.57/ft.	65 x 36	18.71/ft.
15 in. dia.	3.05/ft.	72 x 44	20.46/ft.
18 in. dia.	3.54/ft.		
21 in. dia.	4.06/ft.		
24 in. dia.	5.51/ft.		
30 in. dia.	6.72/ft.		
36 in. dia.	8.45/ft.		
48 in. dia.	14.64/ft.		
60 in. dia.	26.37/ft.		

SEE NEXT PAGE



Town of Cheektowaga

TOWN HALL - BROADWAY AND UNION ROAD - CHEEKTOWAGA, NEW YORK 14227

CHESTER L. BRYAN, P.E.
TOWN ENGINEER
716-683-2200

May 3, 1974

TO THE SUPERVISOR AND
TOWN BOARD MEMBERS
TOWN OF CHEEKTOWAGA

RE: Corrugated Metal Pipe

Gentlemen:

At the regular Town Board Meeting of April 15, 1974, bids were received and publically opened for the purchase of corrugated metal pipe in various quantities for the year of 1974. Two (2) bids were received as follows:

Lane Metal Products Co., Inc.	\$11,308.80
Chemung Supply Corporation	11,895.00

These bids cover unit prices for seventeen (17) different sizes of pipe. The bids, as received, were based on quantities of various sizes anticipated for this year. The bidders are not guaranteed by the Town that any quantities listed are firm.

Chemung Supply Corporation guarantees prices until December 31, 1974. Lane Metal Products Co. stipulated a seven percent (7%) increase for shipments after six (6) months. It was necessary to call the Lane Company and clarify this condition of the bid. We were advised by Mr. Joseph Brown, General Manager, that the prices as quoted are firm until November 15, 1974.

It is, therefore, recommended that the bid be awarded to Lane Metal Products Co., Inc of Bath, New York, for the submission of the lowest bid meeting the requirements of the specifications.

Very truly yours,

TOWN OF CHEEKTOWAGA

Chester L. Bryan
Chester L. Bryan, P.E.
Town Engineer

CLB/mjj

cc: Mr. John Rogowski
Town Attorney

Item No. 18 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 19 Highway Department - Transfer of Funds.

Motion by Councilman Wasielewski, seconded by Councilman Halicki

WHEREAS, there is a surplus balance in the 1973 Highway Fund, Item 3,
and

WHEREAS, there is an urgent need for extra funds for a storm sewer jet machine and other equipment whose bid prices were higher than the estimates due to rising costs, and

WHEREAS, the Superintendent of Highways has requested a transfer of the extra amount in the sum of \$7,000.00 from the surplus 1973 Highway Fund, Item 3 to the 1974 Highway Fund, Item 3, object code DM.5130.200, now, THEREFORE, BE IT

RESOLVED that said sum of \$7,000.00 be and hereby is transferred from the 1973 Highway Fund, Item 3 to the 1974 Highway Fund, Item 3, object code DM.5130.200, and BE IT FURTHER

RESOLVED that a copy of this resolution be forwarded to the Accounting Department in order that they may transfer said sum.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 20 Highway Department - Acceptance of Town Highway: S. Roycroft Blvd.

Motion by Councilman Halicki, seconded by Councilman Wasielewski

RESOLVED, that the following street, as more particularly described in the letter attached hereto and made a part hereof, be accepted as a Town Highway, and that the Town Attorney be directed to record the deed in the Erie County Clerk's Office:

SOUTH ROYCROFT BOULEVARD

SEE NEXT PAGE

STANLEY W. WYK
SUPERINTENDENT
OFFICE: 683-4775
RESIDENCE: 684-0572

EDWARD S. MARASZEK
DEPUTY SUPERINTENDENT
683-2380



TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK

OFFICE OF
SUPERINTENDENT OF HIGHWAYS
3145 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

April 29, 1974

Honorable Daniel E. Weber, Supervisor
Honorable Town Board
Town Hall, Cheektowaga, New York

Re: Acceptance
For Town Highway
S. Roycroft Blvd

Gentlemen:

Ted Skowron, the Highway Department Engineer, and I have inspected South Roycroft Boulevard and find that it meets the specifications as set forth by the Town of Cheektowaga and is described as follows:

SOUTH ROYCROFT BOULEVARD: A 60 foot right of way beginning at the north line of Seton Drive and thence running northward to the south line of Huth Road, as shown on map cover no. 1359 filed in the Erie County Clerk's Office, being a distance of 1254 lineal feet.

A maintenance bond number 000669 amount \$14,208.00 for two years from October 17th, 1973 to October 17th, 1975. The deed will be sent to John Rogowski, Town Attorney, for recording of same and after it is recorded it is to be returned to the Highway Department for filing.

Therefore, I recommend acceptance of the above described South Roycroft Boulevard as a Town Highway and I trust this meets with your approval.

Yours sincerely,
TOWN OF CHEEKTOWAGA
Alfred F. Wnek
Alfred F. Wnek
Superintendent of Highways

AFW:mdk

Copies: Members of the Town Board
John Rogowski, Town Attorney (Deed Attached)
Ben Holtz, Town Clerk
Files

RECEIVED

APR 30 1974

Benedict T. Holtz, Town Clerk

"When better roads are built - Cheektowaga will build them"

Item No. 20 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 21 Highway Department - Appointment of Edward Maraszek as Deputy Superintendent of Highways.

Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

BE IT RESOLVED that under Section 32(2) of the Town Law, Edward Maraszek of , S. Cheektowaga, New York is hereby appointed as Deputy Highway Superintendent of the Town of Cheektowaga, and BE IT FURTHER

RESOLVED that he will take the oath of office and be bonded accordingly, and BE IT FURTHER

RESOLVED that said appointment is made pursuant to Section 212 of the Retirement Law and pursuant to a Certification of Employment for a retired employee under said section, and BE IT FURTHER

RESOLVED that said appointment will be effective as of March 7, 1974.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 22 Police Department - Advertise for Bids for one Vehicle.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

BE IT RESOLVED that the Town Clerk be directed to publish a Notice to Bidders for the furnishing of one (1) vehicle for the Cheektowaga Police Department. Information for bidders and specifications may be obtained from the office of Benedict T. Holtz, Town Clerk or Benedict L. Kostrzewski, Chief of Police; said notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES, and BE IT FURTHER

RESOLVED that the Town Board will meet at 7:30 p.m. Eastern Daylight Saving Time on May 20, 1974 for the purpose of properly opening and reading the sealed bids.

LEGAL NOTICE

NOTICE TO BIDDERS

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga at a meeting thereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York at 7:30 p.m. Eastern Daylight Saving Time, on May 20, 1974 for the furnishing of one (1) vehicle for the Cheektowaga Police Department. Information for bidders and specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, New York or from the Office of the Chief of Police located at 3223 Union Road, Cheektowaga, New York.

Benedict T. Holtz
Town Clerk

DATED: May 6, 1974

5/6/74

Item No. 22 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

AFFIDAVITS-BELOW

STATE OF NEW YORK }
COUNTY OF ERIE } ss.:

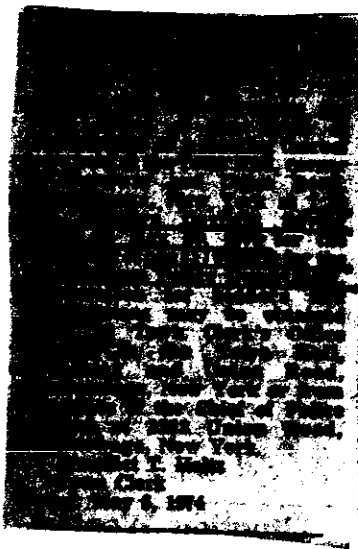
George J. Measer

being duly sworn, deposes and says that he is the

Publisher

of the

^{Depew} ^{Cheektowaga}
Herald and News



a newspaper with general circulation in the Towns of Cheektowaga and Lancaster, and published at Depew, New York, that notice of which the annexed printed slip taken from said newspaper, is a copy, was inserted and published therein once a week for 1 week, the first insertion being on the 6 day of May, 1974, and the last insertion being on the 6 day of May, 1974, and that not more than six days intervened between any two publications thereof.

George J. Measer

Sworn to before me this 9 day of

May, 1974

Eleanor Measer

~~XXXXXXXXXX~~ Eleanor Measer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

5/6/74

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A

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga at a meeting hereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York, at 7:30 p.m. Eastern Daylight Saving Time, on May 20, 1974 for the furnishing of one (1) vehicle for the Cheektowaga Police Department. Information for bidders and specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, New York or from the Office of the Chief of Police located at 3223 Union Road, Cheektowaga, New York.

BENEDICT T. HOLTZ
Town Clerk
Dated: May 6, 1974

#14

#15

Item No. 22 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
 NAYES: 0
 ABSENT: Supervisor Weber

AFFIDAVITS-BELOW

STATE OF NEW YORK
 COUNTY OF ERIE
 TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seckter of the town of Cheektowaga, in said County of Erie, being duly sworn, deposes and says that he (she) is *Chair* of the Cheektowaga Times, a public newspaper published weekly in said town; that the notice, of which the annexed printed slip, taken from said newspaper is a copy, was inserted and published in said paper once a week for weeks: first publication *May 9, 1974*; last publication; and that no more than six days intervened between publications.

Gladys M. Seckter
 Sworn to before me this *14th* day of *May* 19 *74*
Nadine C. Marong (Williams)
 Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
 Notary Public State Of New York
 Qualified in Erie County
 My Commission Expires March 30, 19 *75*

Item No. 23 Police Department - Hiring of Part Time Worker.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

BE IT RESOLVED that Andrea Szalanski of _____, Depew, New York 14043 be appointed part time as a clerk-typist in the Police Department at a rate of \$2.36 per hour, effective as of May 20, 1974.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 24 Louis A. Vendetti, M.D., Health Officer - Health Report for month of April, 1974.
Received and Filed.

Item No. 25 Supervisor's Statement of Funds - March, 1974.
Received and Filed.

III. RESOLUTIONS

Item No. 26 Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 15, 1974 for construction of comfort stations at the Losson Road Park, as a result of advertisement therefor, and such bids were referred to Tryon and Schwartz and Associates, Inc., consulting engineers, for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been made, therefore,
BE IT

RESOLVED that the contract for the construction of comfort stations at the Losson Road Park be and hereby is awarded to Custom Topsoil, Cheektowaga, New York at a bid of \$63,900.00; said bidder being the lowest responsible bidder meeting specifications.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 15, 1974 for construction of comfort stations at the Rehm Road Park, as a result of advertisement therefor, and such bids were referred to Tryon and Schwartz and Associates, Inc., consulting engineers, for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been made, therefore,
BE IT

RESOLVED that the contract for the construction of comfort stations at the Rehm Road Park be and hereby is awarded to Schreiber Hauling, Depew, New York at a bid of \$54,791.00; said bidder being the lowest responsible bidder meeting specifications.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

5/6/74

Item No. 26 Cont'd

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 15, 1974 for the Losson Road Park (Phase 2) development, as a result of advertisement therefor, and such bids were referred to Tryon and Schwartz and Associates, Inc., consulting engineers, for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been made, therefore,

BE IT

RESOLVED that the contract for the Losson Road Park (Phase 2) development be and hereby is awarded to Custom Topsoil, Cheektowaga, New York at a Base Bid of \$163,794.00 with Alternate B in the sum of \$56,818.00; said bidder being the lowest responsible bidder meeting specifications.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on April 15, 1974 for Rehm Road Park (Phase 2) development, as a result of advertisement therefor, and such bids were referred to Tryon and Schwartz and Associates, Inc., consulting engineers, for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been made, therefore,

BE IT

RESOLVED that the contract for the Rehm Road Park (Phase 2) development be and hereby is awarded to Schreiber Hauling, Depew, New York at a Base Bid of \$61,829.00; said bidder being the lowest responsible bidder meeting specifications.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 27 Motion by Councilman Wasielewski, seconded by Councilman Meyers

BE IT RESOLVED that the Town Clerk of the Town of Cheektowaga be and hereby is directed to publish a Notice to Bidders relative to a refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga, New York. Specifications may be obtained at the Town Clerk's Office, Town Hall, Broadway and Union Road, Cheektowaga, New York; said Notice to be published in the CHEEKTOWAGA NEWS and CHEEKTOWAGA TIMES on the 9th day of May, 1974.

LEGAL NOTICE

N O T I C E T O B I D D E R S

Sealed bids will be received and considered by the Town Board of the Town of Cheektowaga at a meeting thereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York at 7:30 Eastern Daylight Saving Time, on May 20, 1974, and said bids will be opened at said time and place, for the furnishing of a garbage refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga. Information for bidders and specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, N.Y.

Item No. 27 Cont'd

Benedict T. Holtz
Town Clerk

DATED: May 6, 1974

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson
NAYES: 0
ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

STATE OF NEW YORK }
COUNTY OF ERIE } ss:

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the

^{Depew} **Herald and News** ^{Cheektowaga}

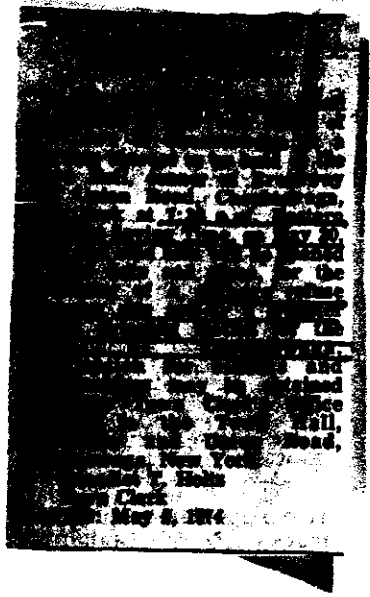
a newspaper with general circulation in the Towns of
Cheektowaga and Lancaster, and published at Depew,
New York, that notice of which the annexed printed
slip taken from said newspaper, is a copy, was in-
serted and published therein once a week for 1
week, the first insertion being on the 6 day
of May, 1974, and the last inser-
tion being on the 6 day of May
1974, and that not more than six days intervened
between any two publications thereof.

George J. Measer

Sworn to before me this 9 day of
May, 1974.

Eleanor Measer

~~XXXXXXXX~~ Eleanor Measer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975



STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Secute of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Chief* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks;
first publication *May 9, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Secute
Sworn to before me this *10th*
day of *May* .., 19 *74* ..
Naidine C. Marong (Williamis)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

#14
#15

and authorized by the Town Board of the Town of Cheektowaga at a meeting thereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York at 7:30 p.m. Eastern Daylight Saving Time, on May 20, 1974, and said bids will be opened at said time and place, for the furnishing of a garbage refuse dumping site and for a transfer refuse dumping station for the Town of Cheektowaga. Information for bidders and specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, New York.

BENEDICT T. HOLTZ

Town Clerk

DATED: May 6, 1974

#14

#15

Item No. 28 Motion by Councilman Meyers, seconded by Councilman Wasielewski

WHEREAS, it is necessary to implement sewer system improvements to effect a sanitary sewer inflow and infiltration reduction consistent with the program outlined in the Wastewater Facilities Report for Sanitary Sewer District No. 3, NOW, THEREFORE, BE IT

RESOLVED, that Nussbaumer and Clarke Inc., Consulting Engineers, are authorized to prepare specifications and schedule for bidding said remedial work, and be it further

RESOLVED, that the Supervisor on behalf of the Town of Cheektowaga, sign the agreement with the firm of Nussbaumer and Clarke Inc., outlining the professional services to be provided and the payment by the Town for said services.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 29 Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, the Town Board has previously adopted a resolution creating the position of General Mechanic in the Cheektowaga Parks Department and said position was approved by the Erie County Personnel Office, and

WHEREAS, said position was posted in accordance with Article 18, Section 1 (a-d inclusive) "Promotions," of the Agreement between the Town of Cheektowaga and Local 1026, American Federation of State, County and Municipal Employees AFL-CIO, NOW, THEREFORE, BE IT

RESOLVED that Robert A. Bartosz, residing at 46 Starlite Avenue, Cheektowaga, New York, be and hereby is appointed to the position of General Mechanic in the Cheektowaga Parks Department, at the rate of \$4.04 per hour, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 30 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, there is a need for a General Foreman in the Cheektowaga Parks Department, and

WHEREAS, a study of the functions, duties and responsibilities of the position of General Foreman has been thoroughly studied and a report submitted by the Erie County Personnel Department, and

WHEREAS, the necessary "PO-17" forms required by the Erie County Personnel Department have been completed and received by the Town, and

WHEREAS, said position is not subject to the posting requirements under Article 18, Section 1(a-d inclusive) "Promotions," of the Agreement between the Town of Cheektowaga and Local 1026, American Federation of State, County and Municipal Employees AFL-CIO, prior to the naming of an appointment to said position, now, therefore, BE IT

RESOLVED that the position of General Foreman in the Cheektowaga Parks Department, full-time, be and hereby is created and BE IT FURTHER

RESOLVED that said position will not be posted.

Item No. 30 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 31 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the position of General Foreman has been created in the Cheektowaga Parks Department, now, therefore, BE IT

RESOLVED that Chester Rutkowski, residing at _____ in the Town of Cheektowaga, New York be and hereby is appointed General Foreman in the Cheektowaga Parks Department at an annual salary of \$16,300.00 per year, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 32 Resolutions Relative to E E A Employees.

Motion by Councilman Halicki, seconded by Councilman Meyers

BE IT RESOLVED that David Klager, residing at _____, Cheektowaga, New York 14215, presently employed under the Federal Emergency Employment Act of 1971 in the Sanitation Department be and hereby is transferred to the Cheektowaga Parks Department as a Laborer at a rate of \$4.41 per hour, effective immediately, and BE IT FURTHER

RESOLVED that said employee remain employed under the Federal Emergency Employment Act of 1971.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Virginia Fronczak, residing at _____ Cheektowaga, New York has previously been appointed to the position of Clerk-Typist in the Accounting Office under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that Virginia Fronczak, residing at _____, Cheektowaga, New York be and hereby is appointed to the position of Clerk-Typist in the Accounting Office for a period of thirty (30) days, pending establishment on a Civil Service list at a rate of \$6,488.25 per annum, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Eleanor Wodowski, residing at _____, Cheektowaga, New York 14225, has previously been appointed to the position of Clerk-Typist in the Cheektowaga Police Department under the provisions of the Federal Emergency Employment

Item No. 32 Cont'd

Act of 1971, now, therefore, BE IT

RESOLVED that Eleanor Wodowski be and hereby is appointed to the position of Clerk-Typist in the Cheektowaga Police Department for a period of thirty (30) days only, awaiting call for a Civil Service Examination by the Erie County Personnel Department, at an annual salary of \$7,573.85, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Thaddeus Ruda, residing at _____, Sloan, New York 14212, has previously been appointed to the position of Assessment Field Clerk in the Cheektowaga Assessor's Office under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that Thaddeus Ruda be and hereby is appointed to a temporary position of Assessment Field Clerk, pending receipt of "PO-17" forms from the Erie County Personnel Department clarifying the position title, in the Cheektowaga Assessor's Office at an annual salary of \$9,185.36, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Earl Scherer has previously been appointed to the position of Assessment Field Clerk in the Cheektowaga Assessor's Office under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, be it

RESOLVED that Earl Scherer, residing at _____, Cheektowaga, New York 14225, be and hereby is appointed to a temporary position of Assessment Field Clerk, pending receipt of "PO-17" forms from the Erie County Personnel Department clarifying the position title, in the Cheektowaga Assessor's Office at an annual salary of \$9,185.36, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Joan Warren, residing at _____, Depew, New York 14043, has previously been appointed to the position of Youth Counselor in the Cheektowaga Youth Bureau under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that Joan Warren be and hereby is appointed provisionally, pending the taking of a Civil Service Examination, in the Cheektowaga Youth Bureau at an annual salary of \$9,178.00, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

5/6/74

Item No. 32 Cont'd

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Arthur Blachowski, Sr., residing at Cheektowaga, New York 14225, has previously been appointed to the position of Laborer in the Sewer Department under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that Arthur Blachowski, Sr., be and hereby is appointed to a permanent position of Laborer in the Sewer Department at a rate of \$4.41 per hour, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, George Dygula, residing at _____, Cheektowaga New York 14225, has previously been appointed to the position of Laborer in the Sanitation Department under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that George Dygula, be and hereby is appointed to a permanent position of Laborer in the Sanitation Department at a rate of \$4.41 per hour, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Halicki, seconded by Councilman Meyers

WHEREAS, Leonard Dux, residing at _____, Cheektowaga, New York 14225, has previously been appointed to the position of Laborer in the Sanitation Department under the provisions of the Federal Emergency Employment Act of 1971, now, therefore, BE IT

RESOLVED that Leonard Dux, be and hereby is appointed to a permanent position of Laborer in the Sanitation Department at a rate of \$4.41 per hour, effective immediately.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

*Item No. 33 Motion by Councilman Swiatek, seconded by Councilman Johnson

WHEREAS, Dr. Victor Reinstein has offered to the Town of Cheektowaga a two-to-three acre site on Losson Road together with a gift in the sum of approximately \$200,000.00 toward the construction of a library on the Losson Road site, and

WHEREAS, the Town Legal Department has initiated negotiations with Dr. Reinstein which resulted in the Supervisor of the Town of Cheektowaga being authorized to accept the gift of said lands and monetary contribution of \$200,000.00 from said Dr. Reinstein, and

WHEREAS, the Town Board approved an Agreement between the Town of Cheektowaga and Dr. Victor Reinstein, and

Item No. 33 Cont'd

WHEREAS, the Board of Trustees of the Buffalo and Erie County Public Library at it's meeting held on March 21, 1974 has rejected the Losson Road site as being unsatisfactory, and

WHEREAS, the Cheektowaga Town Planning Consultant, the Cheektowaga Town Planning Board, the Board of Trustees of the Cheektowaga Public Library, the Southline Homeowners Association and several School Board Members have endorsed the area of the proposed library, and

WHEREAS, the proposed Losson Road library would provide an outlet for a variety of intellectual and cultural pursuits, and

WHEREAS, any delay in the construction of the library causes the total price to inflate by approximately 1% per month which is a disservice to the taxpayers of the Town of Cheektowaga, NOW, THEREFORE, be it

RESOLVED that the Cheektowaga Town Board once again endorses the Losson Road site for a new public library and that a copy of said resolution be filed with the Buffalo and Erie County Board of Trustees.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

*Item No. 34 Motion by Supervisor Weber, seconded Unanimously

WHEREAS, the Town of Cheektowaga has learned that the State Assembly and State Senate have passed a bill that would force the Niagara Frontier Transportation Authority to create its own police department thereby forcing the severance of the Cheektowaga Police Department from protecting said airport property, and

WHEREAS, said bill has been sponsored by a local State Assemblyman, without the knowledge, consent, or counsel of the Cheektowaga Town Board, and

WHEREAS, the Cheektowaga Police Department has for many years been assigned to provide police protection at the airport by mutual agreement and consent of the Cheektowaga Town Board and the NFTA, and the NFTA pays the Town approximately One hundred fifty thousand (\$150,000.00) Dollars per year for said services, and

WHEREAS, the enactment into law of said bill would deprive the Town of Cheektowaga of the revenues derived from the NFTA, create a disruption of the present police departmental structure and operation, and it would still require the Town of Cheektowaga to provide proper police protection in the event of need of their assistance at the airport, the aiding in the arrest and housing of prisoners, and the use of other Town facilities such as the Police Headquarters and Town Justice Courts without reimbursement, and

WHEREAS, the Town was required to hire additional patrolmen and equipment, the cost of which including fringe benefits has been reimbursed to the Town by the NFTA, and

WHEREAS, the impending cessation of said police services would cause the Town to lose the monies presently paid by the NFTA for said services and would create a financial burden for the Town as well as deprive the Town of the anticipated revenues from the NFTA which has been anticipated in its present budget, and

WHEREAS, the NFTA has indicated its dissatisfaction and great concern over the passage of said legislation and has requested the Governor of the State of New York to veto said bill. Said bill would require the NFTA to spend considerable amounts of money to set up and maintain its own police department, and

WHEREAS, it appears that a veto of said bill would be advantageous to both the NFTA and the Town of Cheektowaga, and

Item No. 34 Cont'd

WHEREAS, the Town Board deems the action of the sponsor of the said bill as being ill-advised and detrimental to the relationship between the NFTA and the Town of Cheektowaga which has heretofore been amicable and worked out to the best interest of both the NFTA and the Cheektowaga Town Board and said Town Board feels that such action was unilateral in nature, without the Town Board's consent, and without the consent of the Cheektowaga Police Chief, and an intrusion upon the Town's exercise of the principle of Home Rule, therefore, BE IT

RESOLVED that the Honorable Governor Malcolm Wilson be and hereby is requested by the Town of Cheektowaga to veto the bill passed by the State Senate and State Assembly requiring the Niagara Frontier Transportation Authority to create its own police department and eliminate the police protection presently provided by the Cheektowaga Police Department, and BE IT FURTHER

RESOLVED that a copy of this resolution be forwarded to the Clerk of the State Senate and State Assembly, to Assemblyman Alan J. Justin, Assemblyman Dale M. Volker, and Senator Thomas F. McGowan.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 35 Insurance Coverage for Town of Cheektowaga.

Motion by Councilman Halicki, seconded by Councilman Swiatek to table this item until the meeting of May 20th, 1974.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 36 Motion by Councilman Wroblewski, seconded by Councilman Johnson

WHEREAS, Homes by Helenbrook, Inc. has applied for a rezoning from R-Residential District to RC-Restricted Business District the property located at the intersection of Croydon Drive and Como Park Boulevard, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot 67, Township 11, Range 7 of the Holland Land Co. Survey and being further distinguished as subdivision lot 5 as shown on the map entitled Como Subdivision filed in the Erie County Clerk's Office under cover No. 2331.

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 15th day of April, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the Erie County Planning Commission and the Cheektowaga Planning Commission have both recommended denial of said rezoning, and

WHEREAS, the proposed use of said premises appears to unduly interfere with the use and enjoyment of the surrounding properties which are zoned residential, therefore, BE IT

Item No. 36 Cont'd

denied. RESOLVED that the said application for rezoning be and hereby is

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 37 Decision on Rezoning of 551 Dingens Street.
This item was held by Order of the Town Board of the Town of Cheektowaga.

Item No. 38 Motion by Councilman Wroblewski, seconded by Councilman Wasielewski

WHEREAS, Anthony M. Aquilina has applied for a rezoning from R-Residential District to RC-Restricted Business District the property located at 539 Cleveland Drive, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 27, Township 11, Range 7 of the Holland Land Company's Survey, and further distinguished as Part of Subdivision Lots Number 1, 2 and 3, as shown on a Map of the Hillcrest Subdivision filed in the Erie County Clerk's Office under Cover No. 1633, and being bounded and described as follows:

PARCEL 1. BEGINNING at a point on the northerly line of Sublot 3 (being the southerly line of Cleveland Drive) 75 feet east of the northwesterly corner of said Subdivision Lot Number 3; thence southerly, on a line drawn parallel to the westerly line of Subdivision Lot Number 3, a distance of 90 feet; thence westerly, on a line drawn parallel to the southerly line of Cleveland Drive, a distance of 75 feet, to the westerly line of Subdivision Lot Number 3; thence southerly along the westerly line of Sublot Number 3, a distance of 160 feet to the southwest corner of Subdivision Lot Number 3; thence easterly along the southerly line of Subdivision Lots Numbers 3, 2, and 1, a distance of 150.20 feet to a point on the southerly line of Sublot 1, 5 feet east of the southwest corner of said Subdivision Lot Number 1; thence northerly parallel with the westerly line of Sublot Number 1, a distance of 140 feet to the southeast corner of premises conveyed to EUGENE J. CAPPELLINI and wife by Deed recorded August 5, 1966 in Liber 7263 of Deeds at page 575; thence westerly along southerly line of premises so conveyed 55 feet; thence northerly parallel with the westerly line of Sublot Number 1, a distance of 110 feet, to the northerly line of Subdivision Lot Number 2 (being the southerly line of Cleveland Drive); thence westerly along the northerly line of Subdivision Lots Numbers 2 and 3, a distance of 20.08 feet to the point or place of beginning.

PARCEL 2. BEGINNING at the northwest corner of said Subdivision Lot Number 3; thence easterly along the northerly line of Subdivision Lot Number 3 (being the southerly line of Cleveland Drive), a distance of 75 feet to a point; thence southerly, on a line drawn parallel to the westerly line of Subdivision Lot Number 3, a distance of 90 feet; thence westerly on a line drawn parallel to the southerly line of Cleveland Drive, a distance of 75 feet, to the westerly line of Subdivision Lot Number 3, thence northerly along the westerly line of Subdivision Lot Number 3, a distance of 90 feet, to the southerly line of Cleveland Drive at the point or place of beginning.

Item No. 38 Cont'd

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by Liberty National Bank and Trust Company,

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-10 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 15th day of April, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the requirements of Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance dealing with the screening of the adjacent residential area should be complied with, and

WHEREAS, the Applicant intends to submit a Development Plan as provided for in Section 10-10 of the Town Zoning Ordinance, and

WHEREAS, it appears that the proposed rezoning would not interfere with the use and enjoyment of the surrounding residential area by the owners or occupants thereof, now, therefore, BE IT

RESOLVED that said rezoning is granted subject to the owners complying with the provisions of Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance wherein the premises must be properly screened along the boundary line between subject premises and adjacent residential properties, and BE IT FURTHER

RESOLVED that said rezoning is granted subject to the provisions of Section 10-10 (Development Plan) of the Zoning Ordinance of the Town of Cheektowaga, New York and BE IT FURTHER

RESOLVED that the above described premises be and hereby are rezoned from R-Residential District to RC-Restricted Business District, and BE IT FURTHER

RESOLVED that the Zoning Map in the Town Clerk's Office be changed accordingly.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

Freshmen students at
Depew High School who were
named to the honor and merit
rolls for the past semester are
listed below. Freshmen on the
honor roll have a 90.9 average
or better; those on the merit
roll have an average of 85.9 to
89.9.
Freshmen on both lists
include:
HONOR ROLL - Dawn Pflanz,
Karen Orlowski,
Rudy Chang, Elizabeth Kozick,
Suzanne Kuzensky, Katy
Smolarek, Michele Wynn,
Christine Wojnowski,
Norma Hess, Michael Worecki,
Katie Farrell, Mark Henn,
Christopher Schwartz, Beverly
Toller, Kelly Walter,
Diane Cady, Lynn Glusman,
Alice Hinkle,
Maurice Boggs, Kim Patten,
Barbara Galpin, Wendy Hines,
Susan Jankiewicz, Sharon
Keller, Cynthia Laine, Deborah
Kamrock, Sandra Pedersen,
Cathy Pirog, Nancy Swanson,
Edna Tencowski, Katherine
Lewodinski,
Janine Bagan, Mary Ann
Bottlinger, Kelly Burynski,
Tom Donald, Catherine,
Christine, Maria Dolinska,
Laura Dwyer, John Lee, Cary
Hoodnick, Susan Stimpert, Patricia
Brymanek, Darlene Zwickert,
Jacquie Dembrowski, Michele
Hoerner, Cindy Hoff, Jane
Schroy, Maria Bennett, Mike Day,
Deborah Worecki,
DANIEL HERTZ HOLT -
BANKS, Linda Beck, Robert
Hobert, Tom Dwyer, Cheryl
Fisher, James, David
Holt, Cheryl Hoerner, David
Kokony, John Laska, Susan
Ott, Samuel Plass, Cheryl
Hondak,
Lisa Andrzejewski,
Henry
Brown,
Cheryl Kope, Pat Prady, Karen,
Tami Cardinal, Deborah Kram,
Lorraine, Donald Miller, Charles
Morton, Donna Nell, Jan
Pariza,
Cynthia Andrews, Loree Boyer,
Charles Buckwald, David
Carlson, Mary Deogher, Thomas
George, Wayne Horstberger,
Kathryn Kotarski, Barbara
Kramer, Ronald Kromer, Deborah
Lewandowski, Tom Krosak, Jay
Pedersdorf, Susan Pflanz, Anthony
Santucci, Suzanne Schmale,
Robert
Mitchell, Brian,
Kaczmarek, Kathleen Karp,
Nathan Markus, Matthew Meyer,
Timothy Oler, Claudia Stank,
John Wofjan,
Janet Allen, Carl Kozowski,
Rose Kryder, Deborah Laska,
Arthur Richardson, Sandra
Rudawski, Lynn Swanson, Tom

...and subject to the provisions
of the Zoning Ordinance of
the Town of Cheektowaga, New
York, as amended.
...IT FURTHER
...that the undersigned
...of the Town of Cheektowaga,
New York, do hereby certify
that the foregoing is a true
and correct copy of the
minutes of the meeting of the
Board of the Town of Cheektowaga,
New York, held on the 14th day
of May, 1974, and that the
minutes were read and
approved by the Board at
that time.
...TOWN OF CHEEKTOWAGA,
NEW YORK
BENEDICT T. HOLTZ, Town
Clerk
...HEREBY
...of the Town of Cheektowaga,
New York, do hereby certify
that the foregoing is a true
and correct copy of the
minutes of the meeting of the
Board of the Town of Cheektowaga,
New York, held on the 14th day
of May, 1974, and that the
minutes were read and
approved by the Board at
that time.
...I have compared the attached
extract with said minutes so re-
corded in the Minute Book
and find that the same is a true
and correct copy of the
minutes of the meeting of said Board,
and that the same were read and
approved by the Board at that time.
...I have compared the attached
extract with said minutes so re-
corded in the Minute Book
and find that the same is a true
and correct copy of the
minutes of the meeting of said Board,
and that the same were read and
approved by the Board at that time.
...IN WITNESS WHEREOF, I
have hereunto set my hand and
have hereunto affixed the
separate seal of said Town, this
14th day of May, 1974.
(SEAL)
BENEDICT T. HOLTZ
Town Clerk
May 18

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 16 day of May,
1974, and the last insertion being on the 16
day of May, 1974.

George J. Measer

Subscribed and sworn to before me this 16 day
of May, 1974

Eleanor Measer
Notary Public in and for Erie County
ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

EXTRACT FROM THE MINUTES OF THE TOWN BOARD

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 6th day of May, 1974 at 8:30 o'clock p.m. Eastern Daylight Saving Time there were:

- PRESENT:
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson
ABSENT:
Supervisor Daniel E. Weber

Motion by Councilman Wroblewski seconded by Councilman Wasielewski

WHEREAS, Anthony M. ... has applied for a rezoning from R-1 Residential District to B-1 Business District the ... located at ... Cheektowaga, New York, being more particularly described as follows:

THAT TRACT OR PARCELS OF LAND, situate in the County of Erie, State of New York, being ... Township 11, ... of the Holland Land ... Survey, and further ... as Part of Sub-division Lot Number 1, 2 and 3, ... of the ... under ... and being bounded and ...

SECTION 2. BEGINNING at a ... corner of said Sub-division Lot Number 3; thence ... parallel ... of Sub-division Lot Number 3, a distance of ... on a line ... the southerly line ... distance of ...

SECTION 3. BEGINNING at the ... corner of said Sub-division Lot Number 3; thence ... along the northerly line of Sub-division Lot Number 3 (being the southerly line of Cleveland Drive); thence ... along the northerly line of ... Lot Numbers 2 and 3, a distance of 29.03 feet to the point of beginning.

SECTION 2. BEGINNING at the ... corner of said Sub-division Lot Number 3; thence ... along the northerly line of Sub-division Lot Number 3 (being the southerly line of Cleveland Drive), a distance of 75 feet to a point; thence southerly, on a line drawn parallel to the westerly line of Sub-division Lot Number 3, a distance of 90 feet; thence westerly on a line drawn parallel to the southerly line of Cleveland Drive, a distance of 75 feet, to the westerly line of Sub-division Lot Number 3, thence northerly along the westerly line of Sub-division Lot Number 3, a distance of 90 feet, to the southerly line of Cleveland Drive at the point or place of beginning.

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by Liberty National Bank and Trust Company, and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-10 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 15th day of April, 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the requirements of Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance dealing with the screening of the adjacent residential area should be complied with, and

WHEREAS, the Applicant intends to submit a Development Plan as provided for in Section 10-10 of the Town Zoning Ordinance, and

WHEREAS, it appears that the proposed rezoning would not interfere with the use and enjoyment of the surrounding residential area of the owners or occupants thereof, now, therefore, BE IT

RESOLVED that said rezoning is granted subject to the owners complying with the provisions of

Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance wherein the premises must be properly screened along the boundary line between subject premises and adjacent residential properties, and BE IT FURTHER

RESOLVED that said rezoning is granted subject to the provisions of Section 10-10 (Development Plan) of the Zoning Ordinance of the Town of Cheektowaga, New York and BE IT FURTHER

RESOLVED that the above described premises be and hereby are rezoned from R-1 Residential District to B-1 Business District, and BE IT FURTHER

RESOLVED that the Zoning Map in the Town Clerk's Office be changed accordingly.

- Open roll call ...
Supervisor Weber ...
Councilman Wroblewski ...
Councilman Swiatek ...
Councilman Meyers ...
Councilman Johnson ...
Councilman Halicki ...
Councilman Wasielewski ...
AYES: 6
NAYES: 0
ABSENT: 1

STATE OF NEW YORK
COUNTY OF ERIE

I, BENEDICT T. HOLTZ, Town Clerk for the Town hereinafter described, DO HEREBY

CERTIFY as follows:
1. A regular meeting of the Town Board of the Town of Cheektowaga, a town located in the County of Erie, State of New York, was held on May 6, 1974, and minutes of said meeting have been recorded in the Minute Book of the Town in accordance with law for the purpose of recording the minutes of meetings of said Board, and such minutes appear at item ... of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true and correct copy of said minutes and of the substance of matters referred to in said extract.

3. The minutes correctly state that when said meeting was held the place where such meeting was held and the members of said Board who were present at said meeting.

WITNESS WHEREOF, I have hereunto set my hand and the seal of said Town, this 6th day of May, 1974.

BENEDICT T. HOLTZ
Town Clerk

George J. Measer

being duly sworn, deposes and says that he is the

Publisher of the

Depew Herald Journal, a

public newspaper published at

Depew, New York, that the

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for ... weeks, the first

insertion being on the ... day of ...

19...74., and the last insertion being on the ...

day of ... May, 19...74.

me this 16 day

May, 19 74

Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

Handwritten signature of George J. Measer

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechter of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication *May 16, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechter

Sworn to before me this *17th*

day of *May*, 19*74*

Nadine C. Maroy (William)

Notary public in and for Erie County, N. Y.

NADINE C. MARONG
Notary Public State Of New York
Qualified in Erie County
My Commission Expires March 30, 19*75*

#14
#15

TOWN BOARD

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York held at the Town Hall, corner of Broadway and Union Road, in said Town on the 6th day of May, 1974 at 2:30 o'clock p.m. Eastern Daylight Saving Time there were:

PRESENT: Councilmen:

- Felix T. Wroblewski
- Frank E. Swiatek
- Kenneth J. Meyers
- Donald A. Halicki
- Raymond J. Wasielewski
- Thomas M. Johnson

ABSENT: Supervisor Daniel E. Weber

Motion by Councilman Wroblewski seconded by Councilman Wasielewski

WHEREAS, Anthony M. Aquilina has applied for a rezoning from R-Residential District to RC-Restricted Business District the property located at 530 Cleveland Drive, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 27, Township 11, Range 7 of the Holland Land Company's Survey, and further distinguished as Part of Subdivision Lots Number 1, 2 and 3, as shown on a Map of the Hillcrest Subdivision filed in the Erie County Clerk's Office under Cover No. 1633, and being bounded and described as follows:

PARCEL 1. BEGINNING at a point on the northerly line of Sublot 3 (being the southerly line of Cleveland Drive) 75 feet east of the northwesterly corner of said Subdivision Lot Number 3, a distance of 90 feet; thence westerly, on a line drawn parallel to the southerly line of Cleveland Drive, a distance of 75 feet, to the westerly line of Subdivision Lot Number 3; thence southerly along the westerly line of Sublot Number 3, a distance of 160 feet to the southwest corner of subdivision Lot Number 3; thence easterly along the southerly line of Subdivision Lots Numbers 3, 2, and 1, a distance of 150.20 feet to a point on the southerly line of Sublot 1, 5 feet east of the southwest corner of said Subdivision Lot Number 1; thence northerly parallel with the westerly line of Sublot Number 1, a distance of 140 feet to the southeast corner of premises conveyed to EUGENE J. CAPPELLINI and wife by Deed recorded August 5, 1966 in Liber 7263 of Deeds at page 575; thence westerly along southerly line of premises so conveyed 55 feet; thence northerly parallel with the westerly line of Sublot Number 1, a distance of 110 feet, to the northerly line of Subdivision Lot Number 2 (being the southerly line of Cleveland Drive); thence westerly along the northerly line of Subdivision Lots Numbers 2 and 3, a distance of 20.08 feet to the point or place of beginning.

PARCEL 2. BEGINNING at the northwest corner of said Subdivision Lot Number 3 (being the southerly line of Cleveland Drive), a distance of 75 feet to a point; thence southerly, on a line drawn parallel to the westerly line of Subdivision Lot Number 3, a distance of 90 feet; thence westerly on a line drawn parallel to the southerly line of Cleveland Drive, a distance of 75 feet, to the westerly line of Subdivision Lot

Number 3, a distance of 90 feet, to the southerly line of Cleveland Drive at the point or place of beginning.

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by Liberty National Bank and Trust Company,

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-10 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 15th day of April 1974 at 7:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the requirements of Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance dealing with the screening of the adjacent residential area should be complied with, and

WHEREAS, the Applicant intends to submit a Development Plan as provided for in Section 10-10 of the Town Zoning ordinance, and

WHEREAS, it appears that the proposed rezoning would not interfere with the use and enjoyment of the surrounding residential area by the owners or occupants thereof, now, therefore, **BE IT**

RESOLVED that said rezoning is granted subject to the owners complying with the provisions of Section 6-011, paragraphs (b) and (c), Section 6-05, paragraph (c), and Section 6-10 of the Town Zoning Ordinance wherein the premises must be properly screened along the boundary line between subject premises and adjacent residential properties, and **BE IT FURTHER**

RESOLVED that said rezoning is granted subject to the provisions of Section 10-10 (Development Plan) of the Zoning Ordinance of the Town of Cheektowaga, New York and **BE IT FURTHER**

RESOLVED that the above described premises be and hereby are rezoned from R-Residential District to RC-Restricted Business District, and **BE IT FURTHER**

RESOLVED that the Zoning Map in the Town Clerk's Office be changed accordingly.

Upon roll call

Supervisor Weber

Voting **ABSENT**

- | | |
|-------------|-------------------|
| Councilmen: | |
| Wroblewski | Voting AYE |
| Swiatek | Voting AYE |
| Meyers | Voting AYE |
| Johnson | Voting AYE |
| Halicki | Voting AYE |
| Wasielewski | Voting AYE |

AYES: 6

NAYES: 0

ABSENT: 1

STATE OF NEW YORK
COUNTY OF ERIE)

I, BENEDICT T. HOLTZ, Town Clerk of the Town hereinafter described, DO HEREBY CERTIFY as follows:

1. A regular meeting of the Town Board of the Town of Cheektowaga, a town located in the County of Erie, State of New York, was duly held on May 6, 1974, and minutes of said meeting have been duly recorded in the minute Book kept by me in accordance with law for the

such minutes appear at page 39, inclusive, of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened, the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said Town, this 14th day of May, 1974.

BENEDICT T. HOLTZ
Town Clerk

Item No. 39 Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, the New York State Department of Transportation has completed a speed evaluation of Walden Avenue in the Town of Cheektowaga and Lancaster as requested by the Towns of Cheektowaga and Lancaster, and

WHEREAS, the study indicated that the safe and enforceable speed restriction would restrict Walden Avenue from the Buffalo City line to a point one-tenth of a mile West of Harlem Avenue to 35 MPH. From that Point to a point five-tenths of a mile beyond Central Avenue in Lancaster, the speed would be restricted uniformly to 45 MPH, now, therefore, BE IT

RESOLVED that the Town Board of the Town of Cheektowaga does hereby approve the speed evaluation of the New York State Department of Transportation of Walden Avenue and is in agreement with the safe and enforceable speed restriction to be put in operation on said Walden Avenue.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 40 Motion by Councilman Swiatek, seconded by Councilman Halicki

BE IT RESOLVED that the Town of Cheektowaga Accounting Offices be authorized to establish the necessary administrative procedures for the setting up of a hospitalization group plan for retirees of the Town of Cheektowaga, and BE IT FURTHER

RESOLVED that the Town of Cheektowaga will provide the administrative support for this group plan but will provide no premium provision; premiums to be fully paid by the retirees.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 41 Motion by Councilman Halicki, seconded by Councilman Wasielewski

RESOLVED that the County of Erie be requested to issue a permit to the Town of Cheektowaga authorizing the installation of a traffic control signal at Cleveland Drive and Exit No. 50 of the New York State Thruway, and BE IT FURTHER

RESOLVED that the Town Clerk forward a certified copy of this resolution to the County Commissioner of Public Works with the request that he acknowledge receipt of same.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 42 Motion by Councilman Halicki, seconded by Councilman Swiatek

BE IT RESOLVED that the firm of Professional Negotiators, Inc., located at 483 Ellicott Square Building, Buffalo, New York, be and hereby is, retained as the representative of the Town Board of the Town of Cheektowaga, as employer, in collective bargaining with the following bargaining units, to wit: American Federation of State, County and Municipal Employees AFL-CIO, Local 1026 and Supervisory Group. Said services shall include collective bargaining negotiations, contract renewal negotiations, conferences, processing and hearing of grievances, preparation of collective bargaining contracts and presenting any and all negotiations to the Town Board relative to the above mentioned proceedings and as they relate to

Item No. 42 Cont'd

the two bargaining units, and BE IT FURTHER

RESOLVED that the said firm of Professional Negotiators, Inc. shall be paid the sum of Two thousand five hundred (\$2,500.00) Dollars per unit for a total of Five thousand (\$5,000.00) Dollars payable in equal monthly installments, effective June 1, 1974 and to terminate on June 1, 1976. The said payments are to be made payable out of the General Fund of the Town of Cheektowaga.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 43 Motion by Councilman Halicki, seconded by Councilman Swiatek

BE IT RESOLVED that the firm of Negotiation Consultants & Co., located at 26 Woodland Terrace, Cheektowaga, New York, be and hereby is, retained as the representative of the Town Board of the Town of Cheektowaga, as employer, in collective bargaining with the following bargaining units, to wit: Town of Cheektowaga Police Club, Inc. and Captains and Lieutenants' Association. Said services shall include collective bargaining negotiations, contract renewal negotiations, conferences, processing and hearing of grievances, preparation of collective bargaining contracts and presenting any and all negotiations to the Town Board relative to the above mentioned proceedings and as they relate to the two bargaining units, and BE IT FURTHER

RESOLVED that the said firm of Negotiation Consultants & Co. shall be paid the sum of Two thousand five hundred (\$2,500.00) Dollars per unit for a total of Five thousand (\$5,000.00) Dollars payable in equal monthly installments, effective June 1, 1974 and to terminate on June 1, 1976. The said payments are to be made payable out of the General Fund of the Town of Cheektowaga.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: Supervisor Weber

Item No. 44 Motion by Councilman Wasielewski, seconded by Councilman Swiatek

BE IT RESOLVED that a public hearing on proposed amendments to the Traffic Ordinance of the Town of Cheektowaga, which was adopted on July 17, 1967, be held on the 3rd day of June, 1974 at 2:30 p.m. Eastern Daylight Savings Time at the Town Hall, corner of Broadway and Union Road in said Town of Cheektowaga for the purpose of considering the advisability of adopting said amendments and the Town Clerk is hereby directed to publish the following Notice of Hearing in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES on May 16, 1974, the said proposed amendments being set forth in the Notice of Hearing.

NOTICE OF HEARING

TAKE NOTICE that the Town Board of the Town of Cheektowaga, Erie County, New York will hold a public hearing at the Town Hall, corner of Broadway and Union Road, in said Town of Cheektowaga on the 3rd day of June, 1974 at 2:30 p.m. Eastern Daylight Saving Time, to consider the advisability of adopting amendments to the Traffic Ordinance of the said Town of Cheektowaga which was adopted on July 17, 1967, said proposed amendments being as per attached Schedule A:

BY ORDER OF THE TOWN BOARD OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY,
NEW YORK.

5/6/74

Item No. 44

Benedict T. Holtz
TOWN CLERK

DATED: May 6, 1974

ARTICLE X

PARKING, STANDING AND STOPPING

SECTION 102. Is amended by adding thereto the following titles as shown.

NO PARKING ANYTIME

FOISSET AVENUE: EASTSIDE: South from Mapleview Road to Huth Road.

ONTARIO DRIVE: WESTSIDE: North from Huth Road then East on Northside to Foisset Drive.

ARTICLE VIII

STOP AND YIELD INTERSECTIONS

SECTION 80. Is amended by adding thereto the following intersections.

<u>STREET</u>	<u>DIRECTION</u>	<u>ENTRANCE STREET</u>	<u>TRAFFIC STOPS</u>	<u>SIGN LOCATION</u>
BERYL DR.	EAST-WEST	FLORIES CT.	NORTHBOUND	S.E. COR.
AUTUMNWOOD DR.	EAST-WEST	HILLWOOD DR.	NORTHBOUND	S.E. COR.
SETON RD.	EAST-WEST	S. ROYCROFT BLVD.	SOUTHBOUND	N.W. COR.

Schedule A

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson

NAYES: 0

ABSENT: Supervisor Weber

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

ARTICLE VI
ARTICLE VII
ARTICLE VIII
ARTICLE IX
ARTICLE X
ARTICLE XI
ARTICLE XII
ARTICLE XIII
ARTICLE XIV
ARTICLE XV
ARTICLE XVI
ARTICLE XVII
ARTICLE XVIII
ARTICLE XIX
ARTICLE XX
ARTICLE XXI
ARTICLE XXII
ARTICLE XXIII
ARTICLE XXIV
ARTICLE XXV
ARTICLE XXVI
ARTICLE XXVII
ARTICLE XXVIII
ARTICLE XXIX
ARTICLE XXX
ARTICLE XXXI
ARTICLE XXXII
ARTICLE XXXIII
ARTICLE XXXIV
ARTICLE XXXV
ARTICLE XXXVI
ARTICLE XXXVII
ARTICLE XXXVIII
ARTICLE XXXIX
ARTICLE XL
ARTICLE XLI
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ARTICLE LXXXIII
ARTICLE LXXXIV
ARTICLE LXXXV
ARTICLE LXXXVI
ARTICLE LXXXVII
ARTICLE LXXXVIII
ARTICLE LXXXIX
ARTICLE XL

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 16 day of May,
1974, and the last insertion being on the 16
day of May, 1974.

Subscribed and sworn to before me this 16 day
of May, 1974

George J. Measer

Eleanor Measer

Notary Public in and for Erie County
ELEANOR MEASER
Notary Public, State of New York
Qualified in 1973
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clara* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *May 16, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *17th*

day of *May*, 19 *74*

Nardine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

#14

#15

TAKEN UP BY THE BOARD OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK WILL HOLD A PUBLIC HEARING AT THE TOWN HALL, CORNER OF BROADWAY AND UNION ROAD, IN SAID TOWN OF CHEEKTOWAGA ON THE 2ND DAY OF MAY, 1974 AT 2:30 P.M. EASTERN DAYLIGHT SAVING TIME, TO CONSIDER THE ADVISABILITY OF ADOPTING AMENDMENTS TO THE TRAFFIC ORDINANCES OF THE SAID TOWN OF CHEEKTOWAGA WHICH WAS ADOPTED ON JULY 27, 1967, SAID PROPOSED AMENDMENTS BEING AS PER ATTACHED SCHEDULE A.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK
Date: May 1, 1974

BENEDICT T. HOLTE
Town Clerk
Schedule A

**ARTICLE X
PARKING, STANDING AND
STOPPING**

SECTION 102. Is amended by adding thereto the following titles

**NO PARKING ANYTIME
NORTH AVENUE: EAST-
BOUND; South from Mapleview
St. to Seton Rd.
WESTSIDE DRIVE: WESTSIDE:
South from North Rd. then East
on Northside to Fulset Dr.**

**ARTICLE VII
STOP AND YIELD INTER
SECTIONS**

SECTION 80. Is amended by adding thereto the following instructions.

Street - Beryl Dr.; Direction, East-West; Entrance Street, Hillwood Ct.; Traffic Stops, Northbound; Sign Location, S.E. Cor. Street - Autumnwood Dr.; Direction East-West; Entrance Street, Hillwood Dr.; Traffic Stops, Northbound; Sign Location, S.E. Cor.

Street - Seton Rd.; Direction, East-West; Entrance Street, S. Roycroft Blvd.; Traffic Stops, Southbound; Sign Location, N.W. Cor.

#14

#15

NIAGARA MOHAWK POWER CORPORATION

NIAGARA  MOHAWK

535 WASHINGTON STREET
BUFFALO, N. Y. 14203

May 1, 1974

Mr. T. M. Johnson, Councilman
Town of Cheektowaga
Broadway & Union Road
Cheektowaga, New York 14225

Re: Replacement of Existing
Incandescent Street Lights

Dear Mr. Johnson:

There are 975 incandescent street lights in various locations in the Town of Cheektowaga. They are 2,500, 4,000, 6,000 and 10,000 lumen incandescent street lights.

146 of these lights will be replaced with 175 watt mercury vapor street lights under Phase III of your street lighting upgrading program.

I would like to propose that the balance of these incandescent street lights be replaced with 175 watt mercury vapor or 150 watt high pressure sodium where there are existing 2,500 or 4,000 lumen incandescent street lights. Where 6,000 or 10,000 lumen incandescent street lights exist, I feel these should be replaced with 400 watt mercury vapor or 400 watt high pressure sodium street lights.

If the Town of Cheektowaga were to initiate this program they not only would be upgrading and modernizing their street lighting but they would be contributing to the theme of energy conservation.

A letter of authorization or Town Board Resolution would be necessary before work can be initiated.

If you have any questions regarding this information, please call me.

Yours very truly,



Guy J. Erickson
Consumer Representative

GJE:ew

#14

#15

Item No. 46 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Johnson, seconded by Councilman Wroblewski

RESOLVED that permission be granted New York State Electric & Gas Corporation to replace the existing incandescent street lighting on Harlem Road with high-pressure sodium and relamp the existing incandescent street lights on White Road in conjunction with Niagara Mohawk Power Company and in accordance with the attached street lighting proposal and for the purpose of upgrading the lighting on said streets.

SEE NEXT PAGE

#14

#15

April 25, 1974

STREET LIGHTING PROPOSAL
TOWN OF CHEEKTOWAGA

Relamp the existing incandescent lamp street lighting to high pressure sodium.

Harlem Road

Relamp the existing incandescent lamp street lights on ornamental standards on White Road in conjunction with Niagara Mohawk Power Company.

Standards 1,2

NEW YORK STATE ELECTRIC & GAS CORPORATION

114

115

Item No. 46 Cont'd

Upon Roll Call.....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Johnson, seconded by Councilman Wroblewski

RESOLVED that permission be granted New York State Electric and Gas Corporation to install one high-pressure sodium lamp on Clearvale Drive and replace one incandescent type lamp with one mercury-vapor lamp on Chapel Court in accordance with the attached street lighting proposal and for the purpose of upgrading the lighting on said streets.

SEE NEXT PAGE

April 25, 1974

STREET LIGHTING PROPOSAL
TOWN OF CHEEKTOWAGA

Clearvale Drive

Install 1 - 25500 lumen HPS lamps @ \$83.00 ea. -----\$83.00
(Pole 335, Line 423)

Annual Increase \$83.00

Chapel Court

Install 1 - 7000 lumen mercury lamps @ \$45.00 ea. -----\$45.00
(Pole 6-2, Line 2003)

Remove 1 - 2500 lumen incandescent lamps WG @ \$26.00 ea- 26.00
(Pole 6-2, Line 2003)

Annual Increase \$19.00

TOTAL ANNUAL INCREASE \$102.00

NEW YORK STATE ELECTRIC & GAS CORPORATION

#14

#15

Item No. 46 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson
NAYES: 0
ABSENT: Supervisor Weber

Motion by Councilman Johnson, seconded by Councilman Wroblewski

RESOLVED that permission be granted Niagara Mohawk Power Corporation
to remove three incandescent street lamps and install five mercury-vapor street
lamps on Flora Drive in accordance with the attached lighting proposal and for the
purpose of upgrading the lighting on said street.

SEE NEXT PAGE

NIAGARA MOHAWK POWER CORPORATION

NIAGARA  MOHAWK

535 WASHINGTON STREET
BUFFALO, N. Y. 14203

April 29, 1974

Mr. T. M. Johnson, Councilman
Town of Cheektowaga
Broadway & Union Road
Cheektowaga, New York 14225

Dear Mr. Johnson:

I would like to submit the following Street Light Proposal to upgrade the street lighting on Flora Drive in the Town of Cheektowaga.

Remove 3-2500 lumen incandescent street lights.

Location: Poles: 42, 28 & 12

Install 5-175 watt mercury vapor street lights, standard overhead service.

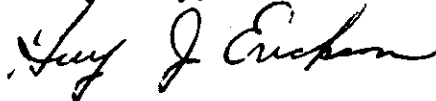
Location: Poles: 42, 34, 28, 20 & 12

COSTS: 5-175 watt mercury vapor lamps	\$117.50
5-175 watt mercury luminaires	<u>111.25</u>
	228.75
	Credit <u>82.50</u>
Total Annual Increase	\$146.25

A letter of authorization from you or the Town Board would be necessary before work can be initiated.

If you have any questions regarding this proposal, please call me at 856-2424, extension 235.

Yours very truly,



Guy J. Erickson
Consumer Representative

GJE:ew

Item No. 46 Cont'd

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
 NAYES: 0
 ABSENT: Supervisor Weber

Item No. 47 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending May 6, 1974, be and hereby are approved and that Supervisor pay said warrants:

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General	4596	4719	\$1,307,463.09
Part Town	311	322	6,333.48
Highway	6049	6101	530,250.82
Special Districts	1477	1535	1,146,148.14
Federal Revenue Sharing	28	37	1,083,873.89
Trust and Agency	146	149	340,134.82
Construction & Improvement	384	388	<u>268,051.65</u>
			<u>\$4,682,255.89</u>

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
 NAYES: 0
 ABSENT: Supervisor Weber

Item No. 48 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED, that the following transfer of funds in the Federal Revenue Sharing Fund be approved:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
Federal Revenue Sharing-Building Improvements CF 1620.447	\$130,000.00	Federal Revenue Sharing-Park Development-Losson CF 7110.447
Federal Revenue Sharing-Building Improvements CF 1620.447	125,000.00	Federal Revenue Sharing-Comfort Station Construction CF 1620.449
Federal Revenue Sharing-Building Improvements CF 1620.447	25,000.00	Federal Revenue Sharing-Administration Building-Architectural CF 1620.452

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
 NAYES: 0
 ABSENT: Supervisor Weber

IV. FROM THE TABLE

Item No. 49 Highway Department - Resolution RE: McKesson Parkway.
Tabled Unanimously.

Item No. 50 Easement at George Urban Blvd. and Union Road.
Tabled Unanimously.

Motion by Councilman Johnson, seconded by Councilman Swiatek
to Waive the Rules.

V. SUSPENSION OF RULES

Item No. 51 Authorization for Town Engineer to attend Meeting in Albany RE:
Water Pollution Control Plant #5.

Motion by Councilman Johnson, seconded by Councilman Meyers

WHEREAS, it is necessary for the Town Engineer to confer with officials
of the New York State Department of Environmental Conservation in Albany, as soon as
a meeting can be scheduled, regarding the funding of the Water Pollution Control Plant
#5 Project, and,

WHEREAS, a public hearing will be held in Albany on May 23, 1974, for
the purpose of discussing the annual state strategy for administration of the Water
Pollution Control Program, NOW, THEREFORE, BE IT

RESOLVED that authorization is granted to the Town Engineer to attend
said meetings with all necessary and legal expenses for said business trips paid for
by the Town of Cheektowaga.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 52 Authorization for Town Engineer to attend N.Y.S. Water Pollution
Control Association Meeting at Kiamesha Lake, New York.

WHEREAS, the spring meeting of the New York State Water Pollution
Control Association is being held at Kiamesha Lake, New York on June 9 thru 12, 1974,
NOW, THEREFORE, BE IT

RESOLVED that the Town Engineer, member of said association, by the
same is hereby authorized to attend said meeting with all reasonable and necessary
expenses to be reimbursed by the Town.

Upon Roll Call....

AYES: Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and
Johnson

NAYES: 0

ABSENT: Supervisor Weber

Item No. 53 William J. Hirsch, Attorney - RE: ITA Buffalo Limousine, Inc.; Temporary
Operations, Case No. 27851.

Referred to John V. Rogowski, Town Attorney.

Item No. 54 Motion by Councilman Johnson, seconded by Councilman Swiatek to
adjourn the meeting.

BENEDICT T. HOLTZ
Town Clerk

SPECIAL MEETING NO. 14

CHEEKTOWAGA, NEW YORK
May 13th, 1974

Item No. 1 At a Special Meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 13th day of May, 1974 at 5:15 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Thomas M. Johnson

ABSENT: Councilman Raymond J. Wasielewski

Also present were: Benedict T. Holtz, Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney.

Item No. 2 Readvertise for Bids for Refuse Disposal Project.

Motion by Councilman Halicki, seconded by Supervisor Weber

WHEREAS, the Town Board at its regular meeting on May 6, 1974 adopted a resolution directing the publication of a Notice to Bidders for the furnishing of a garbage refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga, and

WHEREAS, after the adoption of said resolution an error was discovered in the specifications, and

WHEREAS, it is necessary that the specifications be amended and that a Notice to Bidders be republished relating to said amended specifications therefore, BE IT

RESOLVED that the Town Clerk of the Town of Cheektowaga be and hereby is directed to publish a Notice to Bidders relative to garbage refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga, New York. Amended specifications may be obtained at the Town Clerk's Office, Town Hall, Broadway and Union Road, Cheektowaga, New York; said Notice to be published in the CHEEKTOWAGA NEWS and CHEEKTOWAGA TIMES on the 16th day of May, 1974.

LEGAL NOTICE

NOTICE TO BIDDERS

Sealed bids will be received and considered by the Town Board of the Town of Cheektowaga at a special meeting thereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York at 5:30 p.m. Eastern Daylight Saving Time, on May 28th, 1974, and said bids will be opened at said time and place, for the furnishing of a garbage refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga. Information for bidders and amended specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, New York.

Benedict T. Holtz
Town Clerk

DATED: May 13, 1974

5/13/74

Item No. 2 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, and Johnson
NAYES: 0
ABSENT: Councilman Raymond J. Wasielewski

AFFIDAVITS-BELOW
PROOF OF PUBLICATION

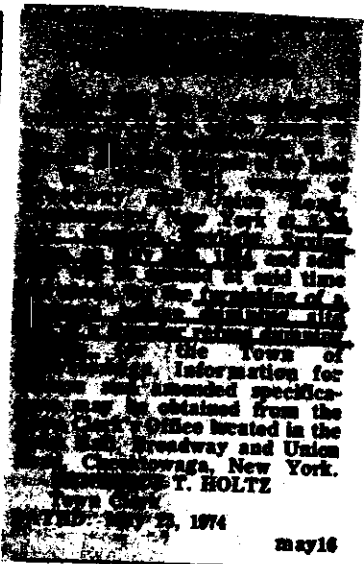
Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 16 day of May,
1974, and the last insertion being on the 16
day of May, 1974.

Subscribed and sworn to before me this 16 day

George J. Measer

of May, 1974

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified 1973
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seichter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *May 16, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seichter
Sworn to before me this *17th*
day of *May*, 19*74*
Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

#15

RESOLVED, that the following bid
be opened by the Town Board of
the Town of Cheektowaga at a
public meeting thereof to be held
at the Town Hall, corner of
Broadway and Union Road,
Cheektowaga, New York at 5:30
P.M. on Monday, May 13, 1974,
and that the said bid and
specifications be opened at said time
and place for the purchase of a
quantity of material to be used
in the construction of the
road widening project on
Broadway for the Town of Cheek-
towaga. Information for bidders
and amended specifications may
be obtained from The Town
Clerk's Office located in the Town
Hall, Broadway and Union Road,
Cheektowaga, New York.
BENEDICT T. HOLTZ
Town Clerk
DATED: May 13, 1974

#15

Item No. 3 Motion by Councilman Halicki, seconded by Councilman Wroblewski
to adjourn the meeting.

BENEDICT T. HOLTZ
Town Clerk

5/13/74

MEETING NO. 15

CHEEKTOWAGA, NEW YORK
May 20th, 1974

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 20th day of May, 1974 at 7:30 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Kenneth J. Meyers
Councilman Frank E. Swiatek
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Mary F. Holtz, Deputy Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney; James Kirisits, Deputy Town Attorney; Benedict Kostrzewski, Chief of Police; Carl Trafalski, Building & Plumbing Inspector; Bernard Arendt, Assistant Building Inspector, Chester Bryan, Town Engineer, Ken Kopacz, Executive Director of the Youth Bureau.

I. BIDS

Item No. 2 Vehicle for Police Department
Referred to Benedict Kostrzewski, Chief of Police

II. GENERAL COMMUNICATIONS

Item No. 3 N.Y.S. Commission of Correction - Town Lockup - Cheektowaga, Erie County
Received and Filed.

Item No. 4 Erie County Department of Public Works - Cleveland Drive CR 141, N.Y.S.
Thruway Ramp, Signal Permit
Referred to Benedict Kostrzewski, Chief of Police; Referred to Police Commissioners.

Item No. 5 Erie County Department of Public Works - letter re: Thruway Plaza
Referred to Benedict Kostrzewski, Chief of Police; Referred to Traffic Safety Commission.

Item No. 6 Clemens Wenerowicz, Sec'y, Local 1026 - request leave of absence for
Joseph Klosko

Motion by Councilman Swiatek, seconded by Supervisor Weber

BE IT RESOLVED that pursuant to terms of the present working agreement, Article 10, Section 10.06, that an excusable leave of absence be granted to Joseph F. Klosko, President of our local union, for the working days: May 23rd and 24th, 1974 in order that he would be able to attend a special meeting called by County and Municipal Council 66 of New York in Syracuse, New York.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

5/20/74

- Item No. 7 Cheektowaga Traffic Safety Commission - appointments to Board
Referred to Town Board
- Item No. 8 Pine Hill Fire District No. 5 - letter requesting that Town remove
"911" signs from phone booths
Referred to Benedict Kostrzewski, Chief of Police
- Item No. 9 South Line Fire District No. 10 - list of hydrants in need of repair
Motion by Councilman Wroblewski, seconded by Councilman Johnson
WHEREAS, the Board of Commissioners of Pine Hill Fire District #10
are requesting the repair of two hydrants located at 4804 Transit Road and 1397 Losson
Road, NOW, THEREFORE, BE IT
RESOLVED that the hydrants be installed by the Erie County Water
Authority.
- Upon Roll Call....
AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0
- Item No. 10 Cheektowaga Fire Chief's Mutual Aid Ass'n. - request Town repeal
outdated Town Fire Prevention Code.
Referred to Robert Miller, Deputy Town Attorney.
- Item No. 11 Anthony P. LoRusso, Attorney - Thank you letter from Eiffel Towers
Estates re: Slate Bottom Creek project
Received and Filed.
- Item No. 12 NOTICE OF APPEAL - Sophie Bienik vs Town of Cheektowaga, Carl Trafalski
and John Rogowski
Referred to John V. Rogowski, Town Attorney
- Item No. 13 ORDER TO SHOW CAUSE - Millic Development, Inc. vs Carl Trafalski,
Benedict T. Holtz, Town Board and Town of Cheektowaga.
Referred to Carl Trafalski, Building Inspector.
- Item No. 14 Petition objecting to "No Parking" signs recently installed on Lou
Drive and Del Drive
Referred to Benedict Kostrzewski, Chief of Police

III. DEPARTMENTAL COMMUNICATIONS

- Item No. 15 Motion by Councilman Wroblewski, seconded by Councilman Wasielewski
BE IT RESOLVED that the Building Permits submitted on May 20th, 1974
be approved subject to the Building Inspector's Approval and made a part of this
resolution.

* See next few pages

MAY 20, 1974

Honorable Town Board:

Following applications for building permits have been submitted to the Building and Plumbing Department:

Cowlesville Const. Co. (Millic Dev. Inc.) Building Plans and Labor Dept. approval listed as	3900 Broadway	<u>COMMERCIAL STRUCTURES</u> Erect Warehouse, estimated cost \$80,000.00 (20 Dick Rd.)
Olson Bldrs. Supply Co. (Wesley Church)	4602 Union Rd.	Erect Church building cost \$120,000.00
Olson Bldrs. Supply Co.	4602 Union Rd.	Demolish Dbl. Dwelling cost \$1,180.00
Olson Bldrs. Supply Co.	4602 Union Rd.	Relocate Pvt. Garage
Weisner (Bernard Hubert)	3762 Harlem Rd.	Extend Store Building cost \$5000.00
Donaco Builders (Marygold Manor)	770 Maryvale Dr.	Erect Canopy over Front \$14,000.00
Sts Nero (Neros Tavern)	3850 Union Rd.	Install Roof over Canopy \$500.00

Multiple Dwellings

DOUBLE DWELLINGS

Helenbrook Inc.	47 Cromwell Dr.	Fr BR ven dbl dwl att gar
-----------------	-----------------	---------------------------

PRIVATE DWELLINGS

Part Bldrs. John J. Schultz	55 Park Ave.	Fr sin dwl att gar
John J. Schultz	7 Croydon	Fr br ven sin dwl att gar
John J. Schultz	123 Cromwell	Fr br ven sin dwl att gar
Osela	136 Cromwell	Fr br ven sin dwl att gar
Osela	39 Honorine Dr.	Fr br ven sin dwl att gar
Osela	11 Marywood Dr.	Fr br ven sin dwl att gar
Stefano Reing Bldrs	119 Marywood Dr.	Fr br ven sin dwl att gar
Carlite Bldrs.	128 Milsom Ave.	Fr.br ven sin dwl att gar
Carlite Bldrs	111 Maderia	Fr sin dwl att gar
Carlite Bldrs	23 Brookedge	Fr br ven sin dwl att gar
Helenbrook Inc	48 Brookedge	Fr br ven sin dwl att gar
Helenbrook Inc.	66 Sherry Dr.	Fr br ven sin dwl att gar
	81 Sherry Dr.	Fr.br ven sin dwl att gar

PRIVATE GARAGES

Peter Papa	10 Wellworth	br con blk prvt gar
Peter Sealander	9 Isabelle Rd.	Fr prvt garage
Frank Omara	214 Le Harve Dr.	Fr prvt garage
Triple Lakes Const.	148 Crandon	Fr prvt att garage
Arwick Lumber Co.	161 Castlewood	Fr prvt garage
Arwick Lumber Co.	109 Castlewood	Fr prvt garage
American Frontier Ind.	112 Ontario	Fr prvt garage
Nationwide Carpenters	77 South Huxley	Fr prvt garage
AG Industries	98 Dubonnet	Fr prvt garage
North Main Lumber	252 Hyland Rd.	Fr prvt garage
Hodak	33 Pinehurst	Fr prvt garage
Park Building	9 Allendale Rd.	Fr prvt garage & Family room

TANKS

Hesselback Equipment (White Arrow)	2135 Walden	Install 1 - 30,000 gal U.G. gasoline storage tank
---------------------------------------	-------------	--

Edward Schuse
Warren Schnauffer
Erzenovicco Paolini
Eugene Georger
Brownie Lis

John Hannon
Robert Schimant
Anthony Mineo
Robert A. Floss
Leonard H. Potts
William Eberhardt
John Kreuzer
Nationwide Carpenters
Man Kuerzdoerfer
Allied Door Co.

ayak
ayak
ayak
ool World
anta-Sea
anta-Sea
ool Mart
eptune Pool
andra Jenis
laine Mue

285 Marrano
16 Old Stone Rd.
56 Mildred Dr.
235 Oehman Blvd
99 Pleasant Pkwy.

99 East Rouen
139 Le Harve
33 Ellsworth
8 Virginia Rd.
68 Sprucewood
135 Le Harve
5 Jean Terrace
77 South Huxley
25 Delphi
242 Cloverdale

235 Oehman
72 Sprucewood
115 Gregory Crt.
54 Dartwood
22 Dennis Lane
85 Moorman
209 Wagner
60 West Sobieski
59 Eileen
1110 Borden Rd.

ALTERATIONS & EXTENSIONS

Extend sin dwl - Familyroom
Erect Alum. Shed
Erect Fr Shed
Erect Fr Patio roof
Remodle add Dineing room
and two bedrooms
Extend Fr sin dwl
Install Patio Roof
Extend con blk garage
Extend dbl dwl - Patio
Extend sin dwl - Dormer
Erect rear portca
Replace garage roof
Demolish prvt garage
Erect Patio Roof
Erect fr Dormer

SWIMMING POOLS

Install swimming pool
Install swimming pool
Install swimming pool
Install swiming pool
Install swimming pool
Install swimming pool
Install swimming pool
Install swimming pool
Install swimming pool
Install swimming pool

Item No. 15 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski
NAYES: Councilman Johnson
ABSENT: 0

Item No. 16 Highway Department - Acceptance of Subdivision Marywood Farms - Part II
Received and Filed

Item No. 17 Highway Department - Transfer of Funds
Referred to Item No. 39.

Item No. 18 Engineering Department - Change Orders, Cheektowaga Recreation Center
Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that Change Order P - 1 for the Town of Cheektowaga Recreation Center to McCauley's Plumbing and Heating Inc. for the furnishing and installing of a four inch (4") valve at the water meter pit of the Town of Cheektowaga Swimming pool and the omitting of two (2) floor drains at the brine trench in the amount of \$370.00 in addition to the contract sum be approved and the Supervisor is hereby authorized to sign the same in behalf of the Town of Cheektowaga.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that Change Order G - 3 for the Town of Cheektowaga Recreation Center to Balling Construction Inc. to increase the size of toilet rooms number 106 and 125, increase the thickness of the apron slab in the Ice Hockey Rink in the amount of \$1,755.00 in addition to the contract sum be approved and the Supervisor is hereby authorized to sign the same in behalf of the Town of Cheektowaga.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 19 Engineering Department - Notice to Bidders for furnishing of resilient rubber flooring at Town Recreation Center

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, it is in order that bids be advertised to cover the purchase of a resilient rubber flooring for ice skating purposes at the Town Recreation Center NOW, THEREFORE, BE IT

RESOLVED that the Town Clerk be directed to publish a Notice to Bidders for the furnishing of a resilient rubber flooring, notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES and BE IT FURTHER

RESOLVED that the Town Board meet on the 3rd day of June, 1974 at 2:30 P.M., Eastern Daylight Saving Time, at the Town Hall, Broadway and Union Road, Cheektowaga, New York for the purpose of receiving sealed bids at which time they will be publicly opened by the Town Board at a Public meeting called for that purpose.

Item No. 19 cont'd

N O T I C E T O B I D D E R S

Sealed proposals will be recieved and considered by the Town Board of the Town of Cheektowaga on June 3, 1974 at 2:30 P.M., at the Town Hall, corner of Broadway and Union Road, for the furnishing of Resilient Rubber Flooring for an Ice Rink

Information for bidders and specifications may be obtained from the Town Clerk at his office in said Town.

Proposals shall be submitted to the Town Clerk in sealed envelopes plainly marked on the outside "Bid for flooring", prior to the time for bid opening.'

The Town Board reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the specifications and contract documents, may waive any informalities make an award to other than the low bidder, should it be in the best interests of the Town, or reject any and all bids.

BY ORDER OF THE TOWN BOARD OF THE TOWN
OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK.

BENEDICT T. HOLTZ
Town Clerk

DATED: May 20th, 1974

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

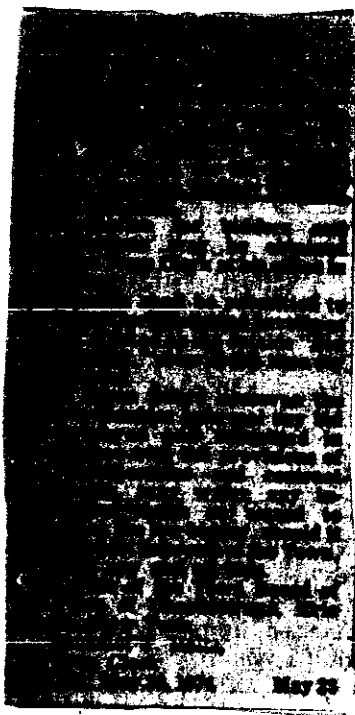
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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



..... George J. Measer
being duly sworn, deposes and says that he is the
..... Publisher of the
..... Depew Herald Journal a
public newspaper published at
..... Depew New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the ... 23 ... day of ... May
19 74, and the last insertion being on the ... 29 ...
day of ... May 19 74.

Subscribed and sworn to before me this _____ 23 _____ day

George J. Measer

of _____ May, 19 74 _____

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

adopted and considered by the
Town Board of the Town of
Checkowaga on June 1, 1974, at
1:30 P.M. at the Town Hall,
corner of Broadway and Union
Road, for the furnishing of
Resilient Rubber Flooring for an
addition to the
information for bidders and
specifications may be obtained
from the Town Clerk at his office
in said Town.
Proposals shall be submitted to
the Town Clerk in sealed envelopes
clearly marked on the outside
"Bid for Flooring", prior to
the time for bid opening.
The Town Board reserves the
right to consider individual any bid
prepared and submitted in
accordance with the provisions of
the specifications and contract
documents, may waive any
provisions made an award to
the low bidder, should
it be in the best interests of the
Town, or reject any and all bids.
By order of the Town Board of
the Town of Checkowaga, Erie
County, New York.
BENJAMIN HOLTS
Town Clerk
May 28, 1974

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *May 23, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *24th*

day of *May*, 19 *74*

Naidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19 *75*

Item No. 20 Engineering Department - letter on Cayuga Road sewers extension
Motion by Councilman Meyers, seconded by Councilman Wasielewski

BE IT RESOLVED that the Town Clerk be directed to publish a Notice to Bidders for the furnishing of all tools, equipment and materials, together with all labor for the construction of the Cayuga Road sanitary sewer extension. Information for bidders and specifications may be obtained from the office of Benedict T. Holtz, Town Clerk and will be provided by the Town Clerk for examination during regular business hours: said Notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES, and BE IT FURTHER

RESOLVED that the Town Board will meet at 2:30 P.M., Eastern Daylight Saving Time on June 3, 1974 for the purpose of properly opening and reading the sealed bids.

* * * * *

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that pursuant to a resolution of the Town Board of Cheektowaga, Erie County, New York, sealed proposals will be received and considered by said Town Board on the 3rd day of June, 1974 at 2:30 P.M., Eastern Daylight Saving Time in the Town Hall, Broadway and Union Road, Cheektowaga, New York, for furnishing all tools, equipment and materials, together with all labor for the construction of approximately 730 lineal feet of 8-inch diameter vitrified tile pipe in Cayuga Road in Sanitary Sewer District No. 5, Town of Cheektowaga, Erie County, New York, including manholes, and other related work in accordance with the Contract Documents therefore, including plans, specifications instructions to bidders, etc., prepared by the Town of Cheektowaga, Engineering Department, and approved by the Town Board, all of which are on file with the Town Clerk at his office in the Town Hall, Broadway and Union Road, Cheektowaga, New York, where the same may be examined during the usual business hours.

Copies of the proposed contract documents, plans, and specifications, and instructions to bidders may also be examined by the office of the Town Clerk. One copy of said proposed documents may be obtained upon payment of \$20.00. Any Bidder, upon returning said plans and contract documents in good condition within twenty (20) days following the taking of bids will be refunded the full amount of his deposit; non-bidders will similarly be refunded only one-half of the deposit.

The Town of Cheektowaga, Erie County, New York reserves the right to reject any or all bids, or to waive any informalities, or to make an award to other than the low bidder.

Each proposal must be accompanied by a certified check for a sum equal to five percent (5%) of the estimated expense of the total improvement, payable to the order of the Supervisor, or a bond with sufficient surities to be approved by the Supervisor, or a bond with sufficient surities to be approved by the Supervisor, or a penal sum equal to five percent (5%) of the estimated expense of the improvement; conditioned that if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid forty-five (45) days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for opening of bids.

BENEDICT T. HOLTZ
Town Clerk

DATED: May 20th, 1974

* * * * *

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

5/20/74

Item No. 20 cont'd

NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

5/20/74

PROOF OF PUBLICATION

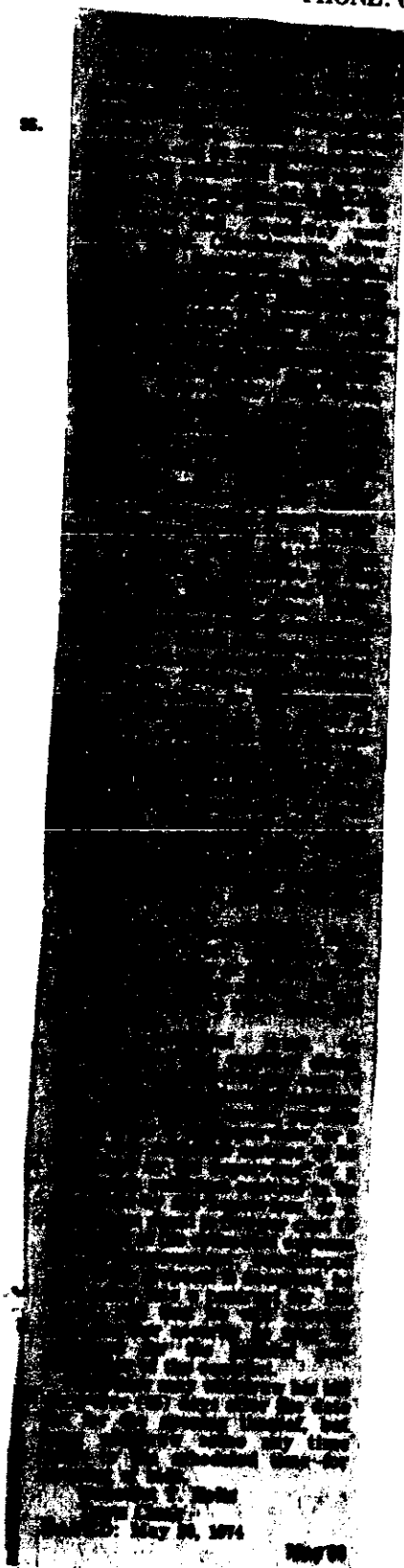
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5564 MAIN STREET,
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STATE OF NEW YORK }
COUNTY OF ERIE }



..... George J. Measer
being duly sworn, deposes and says that he is the
..... Publisher of the
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..... Depew New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the ...23... day of ...May.....,
19...74., and the last insertion being on the29...
day of May, 19...74.

Subscribed and sworn to before me this _____ 23 _____ day

of _____ May, 19 74

Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

George J. Measer

...
Erie County, New York, sealed proposals will be received and considered by said Town Board on the 3rd day of June, 1974, at 2:00 P.M., Eastern Daylight Saving Time, in the Town Hall, Cheektowaga and Union Road, Cheektowaga, New York, for furnishing all tools, equipment and materials, together with all labor for the construction of approximately 750 linear feet of 18 inch diameter vitrified pipe in Cayuga Road in Sanitary District No. 5, Town of Cheektowaga, Erie County, New York, including manholes and related work in accordance with the Contract Documents and specifications, including plans, specifications and instructions to bidders, prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board, all of which are on file with the Town Clerk at his office in the Town Hall, Cheektowaga and Union Road, Cheektowaga, New York, where the same may be examined during the regular business hours.

Copies of the proposed contract documents, plans, specifications, and instructions to bidders may be examined at the office of the Town Clerk. One copy of said documents may be obtained upon payment of \$20.00 by bidder, upon returning said documents and contract documents in good condition within twenty (20) days following the taking of bids. If a bidder is refused the full amount of his deposit, non-bidders will not be refundable and the deposit will be returned to the bidder.

The Town of Cheektowaga, Erie County, New York, reserves the right to reject any or all bids, to waive any informality in the same, and to alter the terms and conditions of the contract.

The proposed work shall be subject to a 10% retention fund for a period of 180 days after the date of the final payment of the total amount of the contract. The amount of the retention fund shall be determined by the Supervisor, or a duly authorized representative, or a representative of the Town, as a condition precedent to the award of the contract. The amount of the retention fund shall be five percent (5%) of the estimated expense of improvement, conditioned upon the bidder's proposal being accepted. If the bidder enters into a contract for the same, and that he will provide such further security as may be required for the faithful performance of the contract.

The bidder may withdraw his bid at any time up to the opening thereof, and may withdraw same any time prior to the scheduled time for the opening of bids.

BENEDICT T. HOLTZ
Town Clerk
DATED: May 20, 1974

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
.....*Clerk*..... of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for*1*..... weeks;
first publication.....*May 23, 1974*.....;
last publication.....;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechter

Sworn to before me this*24th*.....

day of*May*....., 19*74*

Nadine C. Marong (William)

Notary public in and for Erie County, N. Y.

NADINE C. MARONG
Notary Public State Of New York
Qualified in Erie County
My Commission Expires March 30, 19*75*

Item No. 21 Supervisor's Statement of Funds
Received and Filed.

IV. RESOLUTIONS

Item No. 22 Town Ordinance Changes
Withdrawn.

Item No. 23 Motion by Councilman Wroblewski, seconded by Councilman Halicki

WHEREAS, Fred H. Wing and Hamilton T. Ernst have applied to the Town Board for a Special Permit for the sale of Mobile Homes and Travel Trailers on property located at 4945 Genesee Street, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot Number seventy-six (76), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Genesee Street and the east line of Farm Lot No. seventy-six (76), said east line being determined by concrete monuments set by J.U. Straley, a duly licensed engineer and surveyor of the State of New York, as shown on a survey made by J.J. Straley, dated November 27th, 1950; running thence south 1 48' west and along the east line of Lot Number seventy-six (76), two thousand one hundred three and thirty hundredths (2103.30) feet more or less to a point, which said point is one thousand twenty-four and twenty hundredths (1024.20) feet north of the center line of Rehm Road; thence westerly and along a line parallel with the south line of Lot Number seventh-six (76), five hundred sixty-three and eighty hundredths (563.80) feet to the westerly line of lands conveyed to Cecelia J. Eberhardt by deed recorded in the office of the Clerk of Erie County in Liber 4042 of Deeds at page 568; thence northerly along said line one thousand six hundred ninety-nine and eighty hundredths (1699.80) feet to the southwest corner of lands conveyed to M.S. Butler by deed recorded in the office of the Clerk of Erie County in Liber 1881 of Deeds at page 296; thence easterly and along the southerly line of lands of said Butler and continuing along the southerly line of lands conveyed to E. Hegel by deed recorded in the office of the Clerk of Erie County in Liber 1999 of Deeds at page 558, two hundred forty-two and four hundredths (242.04) feet to the southeast corner of said Hegel's land, which said line is parallel with Transit Road three hundred ninety-six and thirty-four hundredths (396.34) feet to the northeast corner of Hegel's land, which said point is in the center line of Genesee Street; thence easterly and along the center line of Genesee Street, two hundred seventy-six and fifty hundredths (276.50) feet to the point or place of beginning. Said premises being intended to describe premises conveyed to Carl W. Hatch and Grace E. Hatch, his wife, by Deed recorded in Erie County Clerk's Office in Liber 4853 of Deeds at page 422.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot Number seventy-six (76), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Reim Road two hundred twenty-five (225) feet west of its intersection with the east line of Lot 76; running thence northerly

Item No. 23 cont'd

parallel with the east line of Lot 76; one thousand twenty-four and two tenths (1024.2) feet to the south line of land conveyed to Carl W. Hatch and Grace E. Hatch, his wife, by deed recorded in Erie County Clerk's Office in Liber 4853 of Deeds at page 422; running thence westerly along the south line of lands so conveyed to Hatch eighty-five and eight tenths (85.8) feet to a point; running thence southerly in a straight line one thousand twenty-four and two tenths (1024.2) feet to the center line of Reim Road at a point therein three hundred fourteen and seven tenths (314.7) feet west of the southeast corner of said Lot 76; running thence easterly along the center line of Reim Road eighty-nine and seven tenths (89.7) feet to the point of beginning. The above described premises is intended to describe premises conveyed to Carl W. Hatch and Grace B. Hatch, his wife, by deed recorded in Erie County Clerk's Office in Liber 5725 of Deeds at page 301 on April 6, 1955-

pursuant to Section 6-01 and Section 6-012 of the Zoning Ordinance of the Town of Cheektowaga, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 6th day of May, 1974 at 2:00 o'clock P.M., Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, it appears that the proposed use would be conducive to the surrounding commercial area, THEREFORE, BE IT

RESOLVED that the said application for a Special Permit for the sale of Mobile Homes and Travel Trailers on property located at 4945 Genesee Street, Cheektowaga, New York, be and hereby is granted, and BE IT FURTHER

RESOLVED that such Special Permit is granted under the provisions of Section 3-11, paragraph 11(f) (Used car sales not as an accessory to new car agency) and BE IT FURTHER

RESOLVED that said Special Permit does not authorize the applicant to operate a mobile home park.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

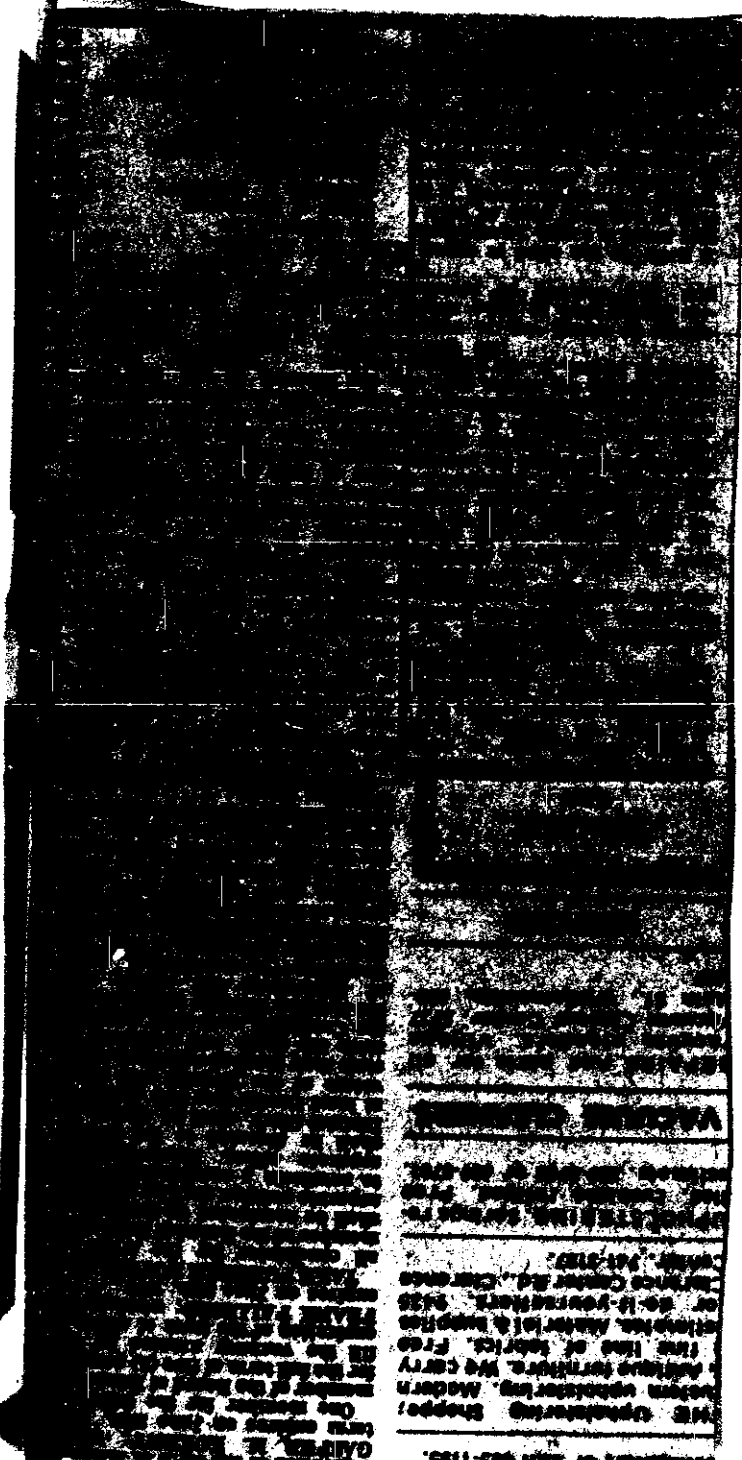
Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE



George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 23 day of May,
1974, and the last insertion being on the 29
day of May, 1974.

Subscribed and sworn to before me this 23 day

Handwritten signature of George J. Measer

of May, 1974

Handwritten signature of Eleanor Measer

Notary Public in and for Erie County

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

PROOF OF PUBLICATION

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WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

EXTRAORDINARY MEETING OF THE BOARD OF THE TOWN OF CHEEKTOWAGA

At a regular meeting of the Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 20th day of May, 1974, at 7:30 o'clock p.m. Eastern Daylight Saving Time there were:

- PRESENT:
Supervisor Daniel E. Weber
Councilman Felix T. Wrabelowski
Councilman Frank E. Swislock
Councilman Kenneth J. Magness
Councilman Donald A. Halicki
Councilman Raymond J. Waszkowski
Councilman Thomas M. Johnson
SEINT: 0

Called by Councilman Raymond J. Waszkowski, President of Cheektowaga Town.

WHEREAS, the Board of the Town of Cheektowaga, Erie County, New York, is authorized by the Erie County Board of Supervisors to acquire certain real property...

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WHEREAS, the Board of the Town of Cheektowaga, Erie County, New York, is authorized by the Erie County Board of Supervisors to acquire certain real property...

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 6th day of May, 1974 at 2:00 o'clock p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinance and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing and

WHEREAS, it appears that the proposed use would be conducive to the promotion, commercial and industrial development

RESOLVED, that the said application be approved by a Special Board for the sale of State, Municipal and Town Lands, subject to the provisions of the Town Ordinance and the Town Law of the State of New York.

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RESOLVED, that the said application be approved by a Special Board for the sale of State, Municipal and Town Lands, subject to the provisions of the Town Ordinance and the Town Law of the State of New York.

George J. Measer

being duly sworn, deposes and says that he is the Publisher of the

Depew Herald Journal, a

public newspaper published at

Depew, New York, that the

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for 1 weeks, the first

insertion being on the 23 day of May,

1974, and the last insertion being on the 23

day of May, 1974.

day

Handwritten signature of George J. Measer

TOWN BOARD

At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York held at the Town Hall, corner of Broadway and Union Road, in said Town on the 20th day of May, 1974 at 7:30 o'clock p.m. Eastern Daylight Saving Time there were:

PRESENT:

Supervisor Daniel E. Weber
Councilmen:
Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson

ABSENT: 0

Motion by Councilman Wroblewski seconded by Councilman Halicki

WHEREAS, Fred H. Wing and Hamilton T. Ernst have applied to the Town Board for a Special Permit for the sale of Mobile Homes and Travel Trailers on property located at 4945 Genesee Street, Cheektowaga, New York, and being more particularly

described as follows:

TRACT OR PARCEL OF LAND

being part of Lot Number seventy-six (76), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Genesee Street and the east line of Farm Lot Number seventy-six (76), said east line being determined by concrete monuments placed by J.J. Straley, a duly licensed engineer and surveyor of the State of New York, as shown on a survey made by J.J. Straley, dated November 27th, 1960; thence thence south 1 degree 48 feet west and along the east line of Lot Number seventy-six (76), two thousand one hundred three and thirty hundredths (2103.30) feet more or less to a point which said point is one thousand forty-four and twenty hundredths (1044.20) feet north of the center line of Reim Road; thence westerly and along a line parallel with the south line of Lot Number seventy-six (76), five hundred sixty-three and eighty hundredths (563.80) feet to the westerly line of lands conveyed to Cecelia J. Eberhardt by deed recorded in the office of the Clerk of Erie County in Liber 4942 of Deeds at page 586; thence northerly along said line one thousand six hundred ninety-nine and eighty hundredths (1699.80) feet to the southwest corner of land conveyed to M.S. Butler by deed recorded in the office of the Clerk of Erie County in Liber 1881 of Deeds at page 296; thence westerly and along the southerly line of lands of said Butler and along the southerly line of lands conveyed to E. Hegel by deed recorded in the office of the Clerk of Erie County in Liber 4942 of Deeds at page 586, two thousand forty-two and four hundredths (242.04) feet to the southwest corner of said Hegel's land; thence northerly along the westerly line of said Hegel's land, which said line is parallel with Transit Road three hundred ninety-six and thirty-four hundredths (396.34) feet to the north-east corner of Hegel's land, which said point is in the center line of Genesee Street; thence easterly and long the center line of Genesee Street, two hundred seventy-six and fifty hundredths (276.50) feet to the point or place of beginning. Said premises being intended to describe premises conveyed to Carl W. Hatch and Grace E. Hatch, his wife, by Deed recorded in Erie County Clerk's Office in Liber 4853 of Deeds at page 422.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot Number seventy-six (76), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Reim Road two hundred twenty-five (225) feet west of its intersection with the east line of Lot 76; running thence northerly parallel with the east line of Lot 76, one thousand twenty-four and two tenths (1024.2) feet to the south line of land conveyed to Carl W. Hatch and Grace E. Hatch, his wife, by deed recorded in Erie County Clerk's Office in Liber 4853 of Deeds at page 422; running thence westerly along the south line of lands so conveyed to Hatch eighty-five and eight tenths (85.8) feet to a point; running thence southerly in a straight line one

(88.7) feet to the point of beginning. The above described premises is intended to describe premises conveyed to Carl W. Hatch and Grace B. Hatch, his wife, by deed recorded in Erie County Clerk's Office in Liber 5725 of Deeds at page 901 on April 6, 1968.

and pursuant to Section 6-01 and Section 6-012 of the Zoning Ordinances of the Town of Cheektowaga, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 9th day of May, 1974 at 2:00 o'clock p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, it appears that the proposed use would be conducive to the surrounding commercial area, therefore, **BE IT**

RESOLVED that the said application for a Special Permit for the sale of Mobile Homes and Travel Trailers on property located at 4945 Genesee Street, Cheektowaga, New York be and hereby is granted, and **BE IT FURTHER**

RESOLVED that such Special Permit is granted under the provisions of Section 3-11, paragraph 11(f) (Used car sales not as an accessory to new car agency), and **BE IT FURTHER**

RESOLVED that said Special Permit does not authorize the applicant to operate a mobile home park.

Upon roll call
Supervisor Weber Voting AYE
Councilmen:
Wroblewski Voting AYE
Swiatek Voting AYE
Meyers Voting AYE
Johnson Voting AYE
Halicki Voting AYE
Wasielewski Voting AYE

AYES: 7

NAYES: 0

ABSENT: 0

STATE OF NEW YORK

COUNTY OF ERIE

I, BENEDICT T. HOLTZ, Town Clerk of the Town hereinafter described, DO HEREBY CERTIFY as follows:

1. A Regular meeting of the Town Board of the Town of Cheektowaga, a town located in the County of Erie, State of New York, was duly held on 20th day of May 1974, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board, and such minutes appear at item 23, inclusive, of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened, the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said Town, this 21st day of May, 1974.

BENEDICT T. HOLTZ
Town Clerk

... of Erie and State of New York, being part of Lot Number twenty-six (26), Township seven (11), Range seven (7) of the Holland Land Company's survey, bounded and described as follows:

BEGINNING at a point in the center line of Reim Road two hundred twenty-five (225) feet north of its intersection with the east line of Lot 76; running thence north parallel with the east line of Lot 76, one thousand twenty-four and two tenths (1024.2) feet to the south line of land conveyed to Carl W. Hatch and Grace E. Hatch, his wife, by deed recorded in Erie County Clerk's Office in Liber 4883 of Deeds at page 422; running thence westerly along the south line of lands so conveyed to Hatch eighty-five and eight tenths (85.8) feet to a point; running thence southerly in a straight line one thousand twenty-four and two tenths (1024.2) feet to the center line of Reim Road at a point therein three hundred fourteen and seven tenths (314.7) feet west of the southeast corner of said Lot

... the minutes of meeting of said Board, and such minutes appear at Item 23, inclusive, of said book.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened, the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said Town, this 21st day of May, 1974.

BENEDICT T. HOLTZ
Town Clerk

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seichter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Chas.* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for *1* weeks:
first publication *May 23, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seichter

Sworn to before me this *24th*

day of *May*, 19 *74*

Nadine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NADINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19 *75*

Item No. 24 Motion by Councilman Wroblewski, seconded by Councilman Johnson

WHEREAS, Benjamin and Jo Ann Picone have applied for a rezoning from R-Residential District to C-Retail Business District the property located at 466 Cleveland Drive, Cheektowaga, New York, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Cheektowaga, County of Erie, and State of New York, and being part of Lot Number twenty-seven (27), Township eleven (11), Range seven (7) of the Holland Land Company's Survey and further distinguished as Subdivision Lot Number seventy-five (75), as shown on map filed in the Erie County Clerk's Office under Cover Number 1180, - and being seventy-two and nineteen hundredths (72.19) feet in front by seventy and forty-two hundredths (70.42) feet in rear by one hundred fifty-five (155) feet in depth along the north line by one hundred fifty-five and two hundredths (155.02) feet in depth along the south line, Merrymont Road, east side, commencing at the north corner of Cleveland Drive,

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 6th day of May, 1974 at 2:00 P.M., Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the Cheektowaga Planning Commission has recommended denial of said rezoning, and

WHEREAS, the proposed use of said premises appears to unduly interfere with the use and enjoyment of the surrounding properties which are zoned residential, THEREFORE, BE IT

RESOLVED that the said application for rezoning be and hereby is denied.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 25 Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that the following named persons be appointed as seasonal help (Laborers) in the Cheektowaga Parks Department at a rate of \$2.25 per hour, effective immediately:

John Kloska
Michael Zotter
Jeffrey Stoltman
Samuel Guarnieri
Patrick J. Marcinski
Saveria Gervase
Darrell J. Glowacki
Kevin Lorca
Gerald Kwiatkowski
Gary Borgosz

and BE IT FURTHER

RESOLVED that the following named persons be appointed as seasonal help (Park Attendants) in the Cheektowaga Parks Department at a rate of \$2.11 per hour, effective immediately:

5/20/74

Item No. 25 cont'd

Adolph Jachimiak
George R. Schneider

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 26 Bond Resolution re: Erie County Sewer District #4, Town Sewer District
No. 3 Withdrawn

Item No. 27 Motion by Councilman Meyers, seconded by Councilman Halicki

WHEREAS, land developers must install water mains along the right-of-ways of new subdivisions, and

WHEREAS, fire hydrants must be installed by the subdividers before the Erie County Water Authority accepts these water main extensions as part of their water transmission system, NOW, THEREFORE BE IT

RESOLVED that permission is hereby granted to the land developers to install one (1) hydrant in the Bellevue Fire District No. 9, said location is approved by Frank Gerspacher, Commissioner, at or in close proximity to the following location, as shown on Map Cover 2331. (Como Subdivion)

Irondale - on property line extended between Sublots #143 & #144

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 28 Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, the Town of Cheektowaga in the Sanitary Sewer Infiltration Program is in need of personnel to continue to make house to house inspections, NOW THEREFORE, BE IT

RESOLVED that the following is hereby hired as a part-time employee at the rate of \$2.36 per hour subject to meeting the physical requirements of the job. Work schedule will be arranged as needed for proper performance of the work. Effectively immediately.

Elmer A. Kobel

Cheektowaga, New York

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 29 Motion by Councilman Meyers, seconded by Councilman Wasielewski

BE IT RESOLVED that the following be appointed as part time summer employees for the Sewer Maintenance and Plumbing Department effective May 21, 1974 at the rate of \$2.36 per hour.

Gregory Mucha
Eugene Rudzinski

5/20/74

Item No. 29 cont'd

Michael Senko
Duane E. Skibinski
Michael R. Thielman
Paul Herman

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 30 Motion by Councilman Meyers, seconded by Councilman Wasiolewski

BE IT RESOLVED that the following be hired as a seasonal employee in the Engineering Department at \$22.00 per day, effective May 20, 1974.

Thomas J. Adameczak

Cheektowaga, New York 14225

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 31 Motion by Councilman Meyers, seconded by Councilman Johnson

WHEREAS, emergency sewer repairs were required on the sanitary sewer on Patrick Lane, near Lydia Lane and on Lydia Lane at Patrick Lane in the Sanitary Sewer District No. 7 and near 5 Beach Road in Sanitary Sewer District No. 5, while repairs were ordered by the Town Engineer, NOW, THEREFORE, BE IT

RESOLVED that the vouchers of Straco., Inc. 1010 Rein Road, Cheektowaga, New York in the amounts of \$1,666.83, \$1,235.01 and \$303.74, respectively to do the work and furnish the materials for the sewer repairs, be approved and ordered paid.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 32 Motion by Councilman Wasiolewski, seconded by Councilman Halicki

WHEREAS, various meetings and conferences are held at the Cheektowaga Town Hall after the usual closing hours, and

WHEREAS, the janitorial services are usually performed by one person who is engaged in clean-up and maintenance work throughout the building, and

WHEREAS, it is necessary that assistance be provided for the janitorial services and to properly safeguard the building and to control the admittance of persons coming to said Town Hall after the usual daytime business hours, THEREFORE, BE IT

RESOLVED that David Miesowicz of _____, Town of Cheektowaga, be and hereby is appointed as temporary part-time laborer to assist the janitor and to keep control over entries into said building and exists thereto, between the hours of 8:00 p.m., and 12:00 midnight, at a rate of \$2.36 per hour, effective May 20th, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

5/20/74

Item No. 33 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the Cheektowaga Youth Board is desirous of obtaining students on work-study as part of their Administrative Intern Program in the Youth Bureau Office, and

WHEREAS, it is necessary for the Town of Cheektowaga to enter into an agreement with perspective candidites' college or university in order to implement the program, NOW, THEREFORE, BE IT

RESOLVED that the Supervisor is hereby authorized to sign the attached College Work-Study Program Off-Campus Agreement with the State University College at Buffalo for the period June 3, 1974 to May 17, 1975.

* see next few pages

STATE UNIVERSITY COLLEGE AT BUFFALO
COLLEGE WORK-STUDY PROGRAM
AGREEMENT

Pursuant to Title IV, Part C, of the Higher Education Act of 1965 (Public Law 89-329), as amended, the State University College at Buffalo, 1300 Elmwood Avenue, Buffalo, New York, 14222, hereinafter referred to as The "Institution", and Town of Cheektowaga - Youth Board, Town Hall, Broadway & Union Rd.,
(Name of Agency, Address, City, State, Zip Code) Cheektowaga, NY 14227

public organization
hereinafter referred to as the "Agency", a private non-profit organization within the meaning of that term as defined in Section 175.2 of the College Work-Study Regulations, enter into this agreement for the purpose of providing work to students eligible to participate in the College Work-Study Program.

- I. Time Period Covered by this Agreement: June 3, 1974 to May 17, 1975
- II. Schedules to be attached to this agreement or requested from time to time, bearing the signature of an authorized official of the Institution and or of the Agency, will set forth brief descriptions of the work to be performed by students under this agreement, the number of jobs, the hourly rates of pay, and the total number of hours per week each student may work. The Agency will pay 20 % of the total student compensation, plus employer's Social Security (F.I.C.A.) contribution during periods applicable.
- III. Students will be made available to the Agency by the Institution for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education, and Welfare which implement that Act.
- IV. The Agency shall be deemed the employer for purposes of this Agreement. It has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution shall be limited to determining that the students meet the eligibility requirements for employment under the College Work-Study Program, to assigning students to work for the agency, to determining that the students do perform their work in fact.
- V. Compensation of students for work performed on a project under this agreement will be paid by the Institution.
- VI. Upon billing by the Institution, the Agency will pay to the Institution an amount calculated to cover the Agency's share of the compensation of students employed under this Agreement, and an amount equal to any and all payments required to be made by the Institution under Federal Social Security laws, or under any other applicable laws, on behalf of students employed under this agreement. All payments due as an employer's contribution under state or local workman's compensation laws, if the Agency is covered by same, will be made by the Agency.

(Over)

VII. The Agency or the Institution may initiate a request to terminate this Agreement in writing to the other party stating the reasons for such request. After such request, the parties may terminate the Agreement by mutual consent in writing.

VIII. Other:

FOOTNOTES

1. In accordance with the requirements of the Federal program, work to be performed under this agreement must be work in the public interest, which (1) will not result in the displacement of employed workers or impair existing contracts for services, (2) will be governed by such condition of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee, (3) does not involve the construction, operation or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

Further, no work shall be considered to be in the public interest where (1) it is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment, (2) it is work to be performed for an elected official other than as part of the regular administration of Federal, State, or local government, or (3) it is work for a membership organization (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the membership of such organization, rather than the public.

2. Generally under the College Work-Study Regulations, no student may perform work on any project under the Program for more than 15 hours per week in any semester in which classes in which he is regularly enrolled are in session, or for more than 35 hours in any other week.

Agency Authorizing Officer

Supervisor, Town of Cheektowaga

Title

May 20, 1974

Date

William A. Troy
Institution Authorizing Officer
Assistant to the Vice President for Student
Affairs; Director, Office of Financial Aids

Title

May 2, 1974

Date

Agency Copy

Institution Copy (Return to Financial Aids Office-SUCB)

File Copy

Item No. 33 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

Item No. 34 Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that the following people are hereby hired to work in the Youth Bureau office as Administrative Interns at the rate of \$2.50 per hour:

Cynthia Franczak	14212	Chris Tinkham	14225
Barbara Macie	14225	Michael Burzynski	14225
Bonnie Przyblak	14227	Louise Czerniak	14225
Daniel Rustowicz	14212		

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

Item No. 35 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the Pine Hill Hose Company will be hosting a water-ball drill for all interested fire companies in Erie County on Sunday, July 21, 1974, and

WHEREAS, they have made a request to the Cheektowaga Town Board for the use of Cheektowaga Town Park for this purpose, and

WHEREAS, the use of this area would give county-wide recognition to both the Town of Cheektowaga and the Pine Hill Hose Company, NOW, THEREFORE, BE IT

RESOLVED that permission is granted to the Pine Hill Hose Company for use of the Cheektowaga Town Park for their water-ball drill, and BE IT FURTHER

RESOLVED that a copy of said resolution be sent to the Pine Hill Hose Company.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

Item No. 36 Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following be hired by the Recreation Department for Summer Employment 1974:

RECREATION ATTENDANTS (BATHHOUSE) at \$1.90 per hour:

Elizabeth Przybylski,
Debra Wydro,
Michael Koch,
Mark Zimmerman,
Janis Calhoon,
William Simet III,

RECREATION ATTENDANTS (BATHHOUSE) at \$1.90 per hour cont'd:

Patrick Keefe,
Ann Bryan,
Darlene Wojtan,
Rhea Miller,
Coleen Lizak,
Donna Krawczyk,
Debra Banas,
David Miller,
Cathleen H. Kozell,
Gayle Bednarz,
Linda Wrazen,
Lawrence Filipiski.
Wayne Wisniewski,
John Rosenberry,
Anthony Filippi,
Paul Slawiak,
Gary Steszewski,
Michael Schweichler,
Bill Chodora,
Robert Bartosz,
James Byles,
Charles Kotarski,
Carol Kozlowski,
Tim Churchill,
Michael Zadrozny,
Pat Zurowski,
David Lidowski,
Mary Landgraf,
Tim McGowan
Lynn Gawron,
Joyce Ziolo,
Cynthia Polniaszek,
Mary Ann Yantomaski,
Phil Sadowski,
Diane Gabryszak,
Diane Polinski,
John Stachewicz,
Susan Sopczyk,
Sue McManamy,
Debbie Goldwater,
Paul Grzybek,
Cheryl Ann Burgasser,
Mark Sacha,
John Damian
Robert Nowak,
Karl Kazmierczak.
Susan Levan,
Marilyn Lew,
Kevin Lueke,
Kathleen Wojdan,
Linda Piontkowski,
Patrician Lonczak,
Rita Connolly,
Darlene Trzaska,
Ray Piatkiewicz,
Sandra Cruz,
Bonnie Morris,
Michael Maciejewski.
Liz Krempa,
James Walentynowicz,
Carlton Ertel,
Ed Markiewicz,
Dennis Siwinski,
Michael Dorobiala,
Mark Markiewicz,
Mark Kempski,

RECREATION ATTENDANTS (BATHHOUSE) at \$1.90 per hour cont'd:

Pamela Adams,
Mary Przybylak.
Mary Bilski,
Richard Pikul.
John Klosko,
Margaret Markiewicz.
Michael Gasiewicz,
Mary Frysiak,
David Domzalski,
Karen Poborczak,
Diane Polinski,
Michael Ertel,
Philip Mason,
Ken Gardner.
Ann Voigt,
Alane Wierzbowski,
Gary Casey,
Kathy Staniaszek,
Joann Nagi,
Gregory Filipski.
Susan Adams,

RECREATION ATTENDANTS at \$2.15 per hour:

John Kapturowski.
Susan Ciambor,
Jerome Nenner,
Richard Szymanski,
Donald Sliwinski,
Frank Trzepakowski,
Paula Popiela,
Ronald Radziwon,
Robert Troidl,
Richard Zylka,
Jacqueline Prishel,
Michael McGowan
Charles Samul, Jr.,
Linda Lonski.
Sandra Cruz,
Tia O'Malley,
Deborah Luniw,
Elizabeth Knoerl.
Martin Bucella,
Joann Gruber,
Cheryll Matuski,
Michelle Malecki,
Victor Styn,
Michael Zadrozny,
Diane Kwiatkowski.
Caroll White,
Robert Wilson,
Bryan Peck,
Cheryl Koch,
Diane Gazda,
Jeannine Moe,
Kathleen Szprygada,
Marlene Krawczyk,
Fay Goxhorn,

LIFEGUARDS at \$2.25 per hour:

Karen Whitehead,
Tom Buyea,
Linda Duke,

Ann Mitchell,
Kenneth Nice,
Kevin Rudick,

LIFEGUARDS at \$2.25 per hour cont'd:

Joseph Yaris,
Margaret Nagowski,
Carol Reichert,
Deborah Granda,
James Walczak,
Michael Cirbus.
Pamela Day,
John Zastempowski.
Doreen Rudick.
Nancy Poling,
Kathy Bauers,
Lynn Doyle,
Marjorie Hess,
Jack Kaczmarek,
Karne Conwell,
Clifford Preisigkle.
Jeffrey Sifkovits,
Charlene Iwanski,
Peggy State,
David Janicki.
Cathy Giles,
Constance Schamber,
Phillip Gallson,
Kathy Dechert,

Jean Spadinger.
Debbie Belz,
Michelle Millane,
Mary Lou Dion,
Nancy Banach,
Lynda Theal,
Lori Bauers,
Linda Nicholson.
John Adrian,
Peter Roetzer.
Mark Ciesla,
Domnamarie Jaworowicz
James Damian,
Betsy Bacon,
Jeanne Frazer,
Michele Granda,
Keith Schessl,
James Breissinger,
David Getz,
Karen Kazmierczak,
Nancy Ann Bork,
Cynthia Hedden,
Gary Grote,
John Millane,

RECREATION SUPERVISORS at \$900.00 per season:

Paul Ruda, Richard George,
James Roward,

RECREATION SUPERVISORS at \$1400.00 per season:

Richard Andrzejewski, Bob Morcio,
Dan Gasiewicz, Ken Maciejewski,
Charles O'Brien, Lawrence Hajduk,
Frank Pry, Dennis Piekierski,
Matthew Ciepiela, Peter Odrobina,

POOL DIRECTOR at \$2500.00 per season:

James Trapp,

SPECIAL PROGRAM DIRECTOR at \$1800.00 per season:

Brian Hansen,

SHIFT SUPERVISORS at \$1300.00 per season:

Frank Kadryna, Gregory Zydrozny,
Kenneth Meyer, Mary Lou State,

SHIFT SUPERVISORS at \$1400.00 per season:

John Hartman, Gary Hoey,

SHIFT SUPERVISOR at \$1500.00 per season:

Julie McCullough,

Item No. 36 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 37 Motion by Councilman Johnson, seconded by Councilman Wasiolewski

WHEREAS, it has become necessary to expedite replacement of damaged lighting standards in the Town of Cheektowaga, BE IT THEREFORE

RESOLVED that New York State Electric & Gas Corporation is hereby requested to maintain a limited inventory of light standard types for the purpose of immediately replacing damaged Town owned standards within the Corporation's Service area, and BE IT FURTHER

RESOLVED that New York State Electric & Gas Corporation shall be directed to make such replacement so as to conform with lighting on surrounding streets except where incandescent fixtures may be replaced by either mercury vapor or high-pressure sodium, and BE IT FURTHER

RESOLVED that New York State Electric & Gas Corporation is requested to replace damaged standards promptly and bill the Town of Cheektowaga for the reasonable cost of installation and replacements less salvage value, and IT IS FURTHER

RESOLVED that Town Clerk is directed to forward copies of all such billings with such related accident reports as are on file with the Cheektowaga Police Department to our insurer.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 38 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED, that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending May 20th, 1974 be and hereby are approved and that Supervisor pay said warrants:

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General	4720	4843	\$1,533,743.12
Part Town	323	331	16,183.40
Highway	6102	6144	686,729.78
Special Districts	1536	1590	496,385.73
Federal Revenue Sharing	39	44	25,434.43
Trust and Agency	150	151	8,414.69
			<u>\$2,766,891.15</u>

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 39 Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, there is a surplus balance in the 1973 Highway Fund, Item 1,

Item No. 39 cont'd

and the Machinery Rental Fund, account DR.5110.440 is exhausted, and

WHEREAS, the Superintendent of Highways has requested a transfer of the extra amount in the sum of \$5,000.00 from the surplus 1973 Highway Fund, Item 1, to the 1974 Highway Fund, Item 1, object code DR.5110.440, NOW, THEREFORE, BE IT

RESOLVED that said sum of \$5,000.00 be and hereby is transferred from the surplus balance in the 1973 Highway Fund, Item 1, to the 1974 Highway Fund, Item 1, object code DR.5110.440, and BE IT FURTHER

RESOLVED that a copy of this resolution be forwarded to the Accounting Department in order that they may transfer said sum.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, the Town Attorney's Office has requested a transfer of the sum of \$1,000.00 from code A.1420.450 (Contracted Legal Services) to a new budget item in the department budget to be known as A.1420.139 (Part-time Law Office Assistant), NOW, THEREFORE, BE IT

RESOLVED that the sum of \$1,000.00 be and hereby is transferred from code A.1420.450 (Contracted Legal Services) to A.1420.139 (Part-time Law Office Assistant), and BE IT FURTHER

RESOLVED that a copy of this resolution be forwarded to the Accounting Department in order that they may transfer said sum.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

V. FROM THE TABLE

Item No. 40 Insurance Coverage from Town of Cheektowaga
This item was tabled unanimously.

VI. SUSPENSION OF RULES

Item No. 41 Appointment of part-time assistant in Attorney's Office

Motion by Councilman Wroblewski, seconded by Councilman Swiatek

BE IT RESOLVED that Gary Kubek, residing at _____, Cheektowaga, New York, be and hereby is hired as a part-time Law Office Assistant in the Town Attorney's Office at the rate of \$2.50 per hour, effective May 22, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 42 Authorization for Dr. Vendetti to attend conference

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the Air Pollution Control Association, of which Dr. Louis Vendetti, Town of Cheektowaga Health Officer, is a member, is having its annual convention in Denver, Colorado June 9 - 13, 1974 inclusive, NOW, THEREFORE, BE IT

RESOLVED that Dr. Louis Vendetti be authorized to attend said convention with all reasonable expenses to be reimbursed by the Town.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 43 Authorization for Highway Superintendent & Highway Foreman to attend Conference.

Referred to Highway Commissioner; Referred to Councilman Wasielewski.

Item No. 44 Authorization for Len Kosobucki & James Matecki to attend workshop in Guelph Ontario.

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, CAN/AM is sponsoring an arena program and management workshop at the University of Guelph in Guelph, Ontario, and

WHEREAS, the workshop will consider tink administration, management, supervision, staff training, programming and technical and maintenance sessions, NOW, THEREFORE, BE IT

RESOLVED that Recreation Director Leonard Kosobucki and Parks Foreman, James J. Matecki, be authorized to attend said workshop and all of their fair and reasonable expenses be paid.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 45 Authorization for Ken Kopacz to attend workshop at Executive Motor Inn

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the State University of New York at Buffalo School of Management and Division of Continuing Education is sponsoring a workshop for management on June 3, and June 4, 1974 at the Executive Motor Inn in Cheektowaga, New York, NOW, THEREFORE, BE IT

RESOLVED that Kenneth J. Kopacz be authorized to attend said workshop and that his workshop fees be properly paid.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT; 0

Item No. 46 Appointment to Planning Commission

Motion by Councilman Meyers, seconded by Councilman Wasielewski

WHEREAS, a vacancy exists in the position of a member of the Cheektowaga Planning Commission due to the resignation of Stephen Kozell, NOW, THEREFORE, BE IT

RESOLVED that John Jarecki, of 14 Rowan Road is hereby appointed a member of the Cheektowaga Planning Commission, effective immediately, at a salary of \$1,115.00, for a term expiring in May, 1977.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 47 Appointment of Bingo Inspector

Motion by Councilman Halicki, seconded by Councilman Swiatek

WHEREAS, a vacancy exists in the position of Bingo Inspector in the Town of Cheektowaga due to the resignation of Richard Slisz, NOW, THEREFORE, BE IT

RESOLVED that Kenneth Jeffords of 198 Hyland Road be hereby appointed as Bingo Inspector to fill said vacancy at a salary of \$3,000.00 effective immediately.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 48 Motion by Councilman Wasielewski, seconded by Councilman Meyers to adjourn the meeting, in memory of Leo Supera.

MARY F. HOLTZ
Deputy Town Clerk

BIDS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 17 June 3, 1974</u>	
2	Resilient Rubber Flooring for Ice Rink.	1
3	8" Tile Pipe in Sanitary Sewer District #5; Cayuga Road.	1

PUBLIC HEARINGS

	<u>Meeting No. 17 June 3, 1974</u>	
4	Amendment to the Traffic Ordinance - Article X "Parking, Standing and Stopping".	1-2

GENERAL COMMUNICATIONS

	<u>Meeting No. 17 June 3, 1974</u>	
5	Erie County Health Department - Notification of public hearing on proposed changes to the Erie County Sanitary Code.	2
6	Robert P. Thill, Lancaster Town Clerk - Copy of resolution re: Petition to Amend the Zoning District Map of the Town of Lancaster - Transit Road.	2
7	Hy-view Fire District No. 8 - Request help in getting fire hydrants installed.	2

NO.

ITEM

PAGE

DEPARTMENTAL COMMUNICATIONS

Meeting No. 17 June 3, 1974

8	Building Permits.	2-3
9	Town Clerk's Office - Call for public hearing for rezoning on 61 Bennett Road.	3
10	Highway Department - Transfer of Funds.	4
11	Engineering Department - Remedial Work in Sanitary Sewer District No. 3; advertise for bids.	4-5
12	Engineering Department - Advertise for Bids for Tractors with Mowers for the Parks Department and Wastewater Treatment Plant No.5.	6

RESOLUTIONS

Meeting No. 17 June 3, 1974

13	Authorization for Supervisor to sign Agreement re: Winston Playground.	7-8
14	Authorization for Supervisor to sign Agreement re: Garbage Refuse Disposal Site.	8
15	Appointment to the Traffic Safety Commission.	8
16	Recreation Department - Summer Help.	8-9
17	Accounting Department - Appointment of part-time clerk.	9
18	Youth Board - Appointments to the 1974 Hometown Beautification Program.	9-10
19	Youth Board - Appointments to the Administrative Intern Program.	10-11
20	Sanitation Department - Appointment of Summer Laborers.	11
21	Sewer Maintenance Department - Promotion of three (3) Employees.	11-12
22	Plumbing Department - Appointment of Laborer.	12
23	Building Maintenance Department - Appointment of Summer Help.	12
24	Summer Employment in Various Departments.	12-13
25	Notice to Bidders - re: Winston Playground.	13-14

#16

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>MEETING NO. 17 June 3, 1974 RESOLUTIONS CONT'D</u>		
26	Police Department - Award of Bid for one vehicle.	15
27	Warrant List.	15
28	Transfer of Funds.	15-16

 SUSPENSION OF RULES

Meeting No. 17 June 3, 1974

29	Permission for ITA Buffalo Limousine, Inc. to operate a Bus Route in Town of Cheektowaga.	16
30	Reschedule Public Hearing for property located at Part of Lot 95, French Road.	16

REGULAR ADJOURNED MEETINGS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 18 June 10, 1974</u>	
2a	Agreement - Garbage Refuse Disposal Site.	1
2b	Agreement - Garbage Refuse Disposal Site.	1
3	Rescind Resolution Awarding Bid for Garbage Refuse Disposal Site to Land Reclamation, Inc.	1-2
4	Resolution re: Widening and Water Relocation Project - Borden Rd.	2

SPECIAL MEETINGS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 16 May 28, 1974</u>	
2	Bids - Garbage Refuse Site.	1
3	Authorization for Supervisor to sign agreement with Union Concrete and Construction Corporation.	1-2
4	Award of bid for Garbage Refuse Site.	2

Item No. 1 At a special meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 28th day of May, 1974 at 5:30 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: Councilman Frank E. Swiatek

Also present were: Mary F. Holtz, Deputy Town Clerk; Robert Miller, Deputy Town Attorney; Edward Banko, Working Foreman in Sanitation Department, Chester L. Bryan, Town Engineer.

Item No. 2 Bids - Garbage Refuse Site
Referred to Sanitation Committee.

Item No. 3 Authorization for Supervisor to sign agreement with Union Concrete & Construction Corporation

Motion by Councilman Meyers, seconded by Councilman Wasielewski

WHEREAS, the Town Board has previously negotiated with Union Concrete and Construction Corporation for remedial work and prevention of soil erosion project along Slate Bottom Creek, and

WHEREAS, both parties have agreed upon the provisions of an agreement regarding their mutual obligations relative to said project, a copy of which is attached hereto and made a part hereof, THEREFORE, BE IT

RESOLVED that the Supervisor be and hereby is authorized to execute said agreement for the Slate Bottom Creek remedial work and prevention of soil erosion on behalf of the Town of Cheektowaga.

* see next few pages

ITEMIZED PROPOSAL
SPECIAL PROVISIONS
AND
CONTRACT

PROJECT: BANK PROTECTION OF SLATE BOTTOM CREEK
CHEEKTOWAGA, NEW YORK
NORTH BANK EACH SIDE OF TOWERS BLVD.

Bids will be received February 19, 1974
at 7:30 P.M. Eastern Daylight Time
in the Office of Benedict T. Holtz,
Town Clerk; Broadway and Union Roads;
Cheektowaga, New York 14227

Office of;

Chester L. Bryan, P.E.
Town Engineer
Town of Cheektowaga
Broadway and Union Roads
Cheektowaga, New York 14227

RECEIVED

MAY 31 1974

Benedict T. Holtz, Town Clerk

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 19th day of February, 1974 at 7:30 P.M. o'clock in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Bank Protection of Slate Bottom Creek, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by the Town of Cheektowaga, Engineering Department, and approved by the Town Board of the Town of Cheektowaga all of which are on file with the Town Clerk in his office in the Town Hall.

Copies of the proposed Contract Documents, Plans, Specifications, and Instructions to Bidders may be examined at the above office. Copies may be secured at the Town Clerk's office upon payment of \$20.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the taking or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 7:30 P.M. Local Time on the 19th day of February 1974.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Clerk of the Town of Cheektowaga, Town Hall, Cheektowaga, New York and marked as "Proposal for the Construction of Bank Protection".

The right to reject any and all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga, and in accordance with law, are herewith reserved.

Each proposal must be accompanied by a certified check for a sum equal to ten percent(10%) of the amount of the bid, Payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the Attorney for the Town of Cheektowaga, New York, in a sum equal to ten percent (10%) of the amount of the bid, Conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within 45 days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidders will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the contract award.

Attention of the bidders is further called to Section 2604 of the Public Authorities Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

Town of Cheektowaga, New York
Benedict T. Holtz, Town Clerk

Dated: January 21, 1974

INFORMATION FOR BIDDERS

PROPOSALS. Proposals must be made upon the blank form provided. The blank places in the proposals must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

Proposals that are illegible or that contain any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

PROPOSALS SHALL SPECIFY GROSS SUM. Each proposal shall specify the correct gross sum, in the manner hereafter described, for which the work will be performed according to the plans and specifications, together with a unit price for each of the separate items as called for. The lowest bid shall be determined by the Town on the basis of fund availability and the gross sum for which the entire work will be performed, arrived at by a correct computation of items specified in the proposal therefor at the unit prices stated in the proposal. The Town reserves the right to reject any proposal in which unit bid prices appear, in its judgment, to constitute an unbalanced bid for the work.

Any proposal shall be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemized proposal, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and by figures. In case the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

NO MISUNDERSTANDING. The attention of persons intending to make proposals is specifically called to article 3 of the Agreement wherein the bidder agrees that he has examined the contract documents and the site of the work and has fully informed himself from his personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that he will make no claim against the Town of Cheektowaga by officer or agent of the Town of Cheektowaga with respect to the work to be performed under the contract. Particular attention is called to the proposal forms which may contain special notes and special specifications at variance with standard plans and specifications.

WITHDRAWAL OF PROPOSAL. Permission will not be given to modify or explain any proposal or bid after it has been deposited with the Town Clerk. No proposals will be considered which have not been deposited with the Town Clerk prior to the time indicated in the advertisement.

If the proposal is made by a firm, the name and place of residence of each member of the firm shall be given. If made by a corporation, the names of the president, secretary, and treasurer shall be given. If made by a partnership, the names of the partners shall be given.

Pursuant to the provisions of Section 38, Subdivision 8 of the Highway Law, as amended, relating to "foreign contractors," if the successful bidder is a foreign contractor, no certificate approving or authorizing the first partial payment, or in the event there shall be no first partial payment, then a certificate approving or authorizing any final payment shall be made to a foreign contractor unless such contractor shall furnish satisfactory proof that all taxes due by such contractor under the provisions of Articles 9, 9A, 16 and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

ADDENDA.

Any addenda issued during the time of bidding are to be acknowledged and covered in the proposal and in closing a contract shall become a part thereof.

SUBMISSION OF BID.

1. Submit properly completed bid proposal, page 24
2. Signed "Non-Collusive Bid Certificate, page 15
3. Certified Check or Bid Bond. Page 15
4. Completed form if bidder is a corporation. page 16
5. Bid is to be submitted in a sealed envelope legibly marked "Bid for Bank Protection of Slate Bottom Creek in Cheektowaga, New York", and delivered to the Town Clerk Prior to the time specified for bid opening.
6. Bid contains 88 pages and drawing No. 121573 Sheet 1 & Sheet 2 titled "Slate Bottom Creek Bank Protection."

The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one or more partners who is a legal resident of another state or a foreign country; and in the case of a corporation, one having its principal place of business in another state or foreign country.

The certificate of the State Tax Commission to the effect that all such taxes have been paid by the Contractor shall be placed on file with the Town Clerk, at Broadway & Union Rd., Cheektowaga NY 14227.

DEPOSIT. Every proposal must be accompanied by a draft or certified check payable at sight to the Town of Cheektowaga, for the sum specified in the proposal and in the advertisement for proposals. The retention and disposition of such draft or certified check shall be in conformity with Subdivision No. 2 of Section 38 of the Highway Law, as amended.

Wherever in the Specifications reference is made to Section 38 of the Highway Law the terms "Superintendent of Public Works" or "Department of Public Works" as used in said section shall mean "Town Engineer" and wherever reference is made therein to the "Comptroller" it shall mean the "Auditor of Finance of the Town of Cheektowaga."

AWARD OF CONTRACT. Award of contract will be made only to the lowest responsible bidder whose proposals shall comply with all the provisions required to render it formal. The Town Board reserves the right to reject any, all proposals if, in its opinion, the best interests of the Town will thereby be promoted.

The bidder must be prepared, if requested by the Town Board of Cheektowaga to present evidence of experience, ability and financial standing, as well as a statement as to plant and machinery.

EXECUTION OF CONTRACT. The person or persons whose proposal is accepted will be required to execute the contract and to comply in all respects with the statutory provisions relating to the contract within ten days of the date of the delivery of the contract form by the Town Board. In case of failure or refusal on the part of the bidder to deliver the duly executed contract to the Town Board within the ten day period herein mentioned, the amount of the deposit made will be forfeited and will be paid to the Auditor of Finance of the Town of Cheektowaga.

The Contractor agrees to procure all necessary licenses and permits.

CONTRACT CLAUSES REQUIRED IN PUBLIC WORK.

The execution of the Contract by the Contractor binds him to the following specific agreements required by law:

The Contractor specifically agrees, as required by the Labor Law, Sections 220 and 220-d as amended, that--

- (a) no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work included in the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law;
- (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;
- (c) the minimum hourly rate of wage to be paid shall not be less than that stated in the proposal and as shall be designated by the Industrial Commissioner.

The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for wilfully paying less than--

- (a) the stipulated wage scale as provided in the Labor Law Section 220, subdivision 3, as amended, or
- (b) the stipulated minimum hourly wage scale as provided in the Labor Law Section 220-d as amended.

The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that--

- (a) in the hiring of employees for the performance of work under the contract or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) no contractor, sub-contractor, no any person on his behalf shall, in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creed, color or national origin;
- (c) There may be deducted from the amount payable to the contractor by the Town under the contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract and--
- (d) the contract may be cancelled or terminated by the Town, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

The Contractor specifically agrees, as required by the Labor Law, Section 222, as amended, that--

- (a) preference shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment;
- (b) persons other than citizens of the State of New York may be employed when New York citizens are not available;
- (c) the Contractor shall keep a list of his employees stating whether they are citizens of the State of New York, native born citizens and naturalized citizens, and in case of naturalization, the date thereof, and the name of the court in which granted, and
- (d) if the Labor Law, Section 220, as amended, be not complied with the contract shall be void.

The Contractor specifically agrees, as required by the Labor Law, Section 222-a, as amended, that--

- (a) if in the construction of the work a harmful dust hazard be created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor.
- (b) if the Labor Law, Section 222-a, as amended, is not complied with the contract shall be void.

The Contractor specifically agrees, as required by the State Finance Law, Section 138, that--

- (a) he is prohibited by law, from assigning, transferring, conveying, subletting or otherwise disposing of the contract, or of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Town Board.
- (b) if provisions of the law are violated, the Town Board shall revoke and annul the contract and the Town shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the contract, and such transferee shall forfeit and lose all monies theretofore assigned under said contract except so much as may be required to pay his employees. It is understood between the parties that the agreement is intended to secure the personal service of the Contractor because of his ability and reputation.

The Contractor specifically agrees that the contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the Town beyond the monies available for the purpose.

The Contractor specifically agrees, as required by the State Finance Law, Section 142, that--

- (a) he will secure Workman's Compensation and Disability Benefits coverage and keep insured during the life of the contract for the benefit of such employees as are required to be insured by the provisions of the Workmen's Compensation Law and the Disability Benefits Law, and
- (b) the contract shall be void and of no effect unless the Contractor complies with this provision.

The form of contract and bond shall be that provided by the Town

LIABILITY INSURANCE. The Contractor shall furnish to the Town of Cheektowaga a certificate or certificates of insurance in form satisfactory to the Department, which certificate shall list the various coverages and shall state that the policies shall not be changed nor cancelled until thirty days' notice has been given to the Town Board and the Auditor of Finance, Broadway and Union Roads, Cheektowaga, New York. The kinds and amounts of required insurance are for bodily injury and property damage covering--

- (a) Contractor's liability with respect to all work performed by him under the contract. This certificate shall contain the following endorsements;
 - (1) the Contractor agrees to indemnify and hold the Town of Cheektowaga and/or any Department thereof harmless from any claim arising out of the contract with the Town of Cheektowaga.
 - (2) this certificate must show coverage for completed operations or a products insurance policy must be included, and for XCU hazards.
- (b) Contractor's protective liability insurance for the Contractor with respect to all work performed for the Contractor by Sub-Contractors,
- (c) Workmen's Compensation for all his employees,
- (d) The Contractor must furnish to the Town of Cheektowaga a policy of insurance (Owners Protective) in the name of the Town of Cheektowaga, protecting the Town of Cheektowaga, et al, from all claims arising out of said contract other than operations directly performed by county employees but including in such coverage any omissions or supervisory acts of Town of Cheektowaga and/or any agency, commission, or department thereof.

All certificates or policies and endorsements thereto must be signed with the actual signature of a resident licensed insurance agent.

The amount of each type of coverage will be found in the "Special Specifications"

AMOUNT OF BOND. A bond will be required for the faithful performance of the contract and the coverage shall be 100 per cent of the amount of the contract price.

PERFORMANCE CLAUSE REQUIRED IN THE BOND. Now therefore, the condition of the foregoing obligation is such, that if the said Principal shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on his (their, its) part to be kept and performed, in accordance with the terms thereof, and according to the true intent and meaning of said contract, and shall protect the said owner against, and pay any and all amounts, damages.

costs and judgments which may or shall be recovered against said owner or its officers or agents of which the said owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, of the manner of doing the same, or the neglect of the said Principal, or his (their, its) Agents or servants, or the improper performance of the said work by the said Principal, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null, otherwise to remain in full force and effect.

And the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the Town to fully perform and complete the work and furnish the materials mentioned and describe in said contract or specifications, accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition and it is expressly understood and agreed that any person or corporation furnishing material or rendering services in or about the execution of such contract may maintain an action to recover for the same against the obligors in this bond as though such person or corporation were named therein, provided such action is brought within one year after the time the cause of action accrues.

LABOR AND MATERIAL BOND. Pursuant to the provisions of Section 137 of the Local Finance Law, a separate bond guaranteeing prompt payment of monies due to all persons supplying the Contractor, or Sub-contractor with labor and materials employed and used in carrying out the contract shall be executed as follows:

- (a) whenever the total amount payable by the terms of the contract shall be not more than \$500,000 the said bond shall be in a sum equal to the total amount payable by the terms of the contract.
- (b) whenever the total amount payable by the terms of the contract shall be more than \$500,000 the said bond shall be in the sum of one-half of the total amount payable by the terms of the contract.

ESTIMATES AND PAYMENT. In computing amounts in estimates of work done the unit prices bid will be used. In making up the final estimate the linear measurement made along the axis of the surface of the finished work will be considered the length of the work.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor.

For computation of the quantities to be paid for under the various items of the contract, it is agreed that the planimeter shall be considered an instrument of precision, and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate. Arithmetical computations shall not be precluded by reference to the planimeter.

FINAL ADDITIONS OR DEDUCTIONS. Upon the completion of the required work as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and a final agreement will be made respectively adding or deducting this amount from the gross sum bid.

PAYMENTS ON CONTRACT. Payments to the Contractor for work satisfactorily performed will be made monthly upon the percentage basis prescribed by subdivision 8, Section 38 of the Highway Law, as amended. No monthly estimate will be rendered unless the value of the work done equals five per cent of the contract amount and in no case shall such estimate be made in an amount less than one thousand dollars. Semi-monthly estimates may be rendered provided the value of the work performed in a two week interval is in excess of fifty thousand dollars or if, in the opinion of the Engineer, it is to the best interests of the Town to do so.

The attention of persons intending to make proposals is specifically called to the provisions of Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

ENGINEERING CHARGES. When the work embraced in the contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the Town upon the work from the completion date originally fixed in the contract to the final date of completion of the work may be charged to the Contractor and be deducted by the Town Board from the final moneys due the Contractor. Consideration of any extra work or supplemental contract work added to the original contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Town Board before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Town Board determines the Contractor liable.

DAMAGE. All damage, direct or indirect, of whatever nature resulting from the performance of the work or resulting to the work during its progress from whatever cause, including omissions and supervisory acts of the Town, shall be borne and sustained by the Contractor, and all work shall be solely at his risk until it has been finally inspected and accepted by the Town. The Contractor, however, shall not be responsible for damages resulting from faulty designs as shown by the plans and specifications nor the damages resulting from willful acts of Department officials or employees.

The Contractor shall indemnify and save harmless the Town from suits, actions, damages and costs of every name and description resulting from the work under his contract during the prosecution and until the acceptance thereof, and the Town may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Town. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Town to retain the whole or any part of such monies due the

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Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Sub-contractor or the Town.

The work under this contract shall be under the direct supervision of the Town Engineer of Cheektowaga, New York, or his representative who is retained to lay out, supervise and inspect the work under construction.

SPECIFICATIONS. In general the work of this contract will be carried out in accordance with the general, detail and itemized specifications for the construction and reconstruction of highways and bridges, as prepared by the State of New York, Department of Transportation, Division of Construction, adopted Jan. 2, 1962, Second Printing, insofar as same apply to this work.

The Contractor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify 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.

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from there- after selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public depart- ment, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

AMOUNT OF LIABILITY INSURANCE

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Person</u>	<u>Each Accident</u>	<u>Each Accident</u>	<u>Aggregate</u>
\$250,000	\$500,000	\$250,000	\$500,000

FIXED UNIT PRICES FOR CONTINGENT WORK.

Certain items of work under Contract are intended to apply to contingent work where quantities cannot be determined precisely in advance. Unit Prices for such work have been determined by the Engineer and are stated under the appropriate items in the Proposal. The Contractor shall perform all work ordered by the Engineer under these Items, and only the work so ordered, and the payment for all such work will be made at the fixed unit prices stated herein.

ITEMIZED PROPOSAL
FOR THE BANK PROTECTION OF SLATE BOTTOM CREEK
TOWN OF CHEEKTOWAGA

To the Town Board of Cheektowaga, New York:

In submitting this bid the undersigned declares that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he has or they have carefully examined the plans, specifications and form of contract, and that he has or they have personally inspected the actual location of the work together with the local sources of supply, has or have satisfied himself or themselves as to all the quantities and conditions, and understand that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is or they are to furnish and provide for the respective item price bid all the necessary material, machiner, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefor the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work, and for use in the computation of the value of the work performed for monthly estimates.

SECTION 103D GENERAL MUNICIPAL LAW. Non-collusive bidding certification.
The bidder certifies that--

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor or materials, supplies, or equipment of the type described in the invitation for bids, and

(b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

This law was effective September 1, 1963.

Accompanying this proposal is a draft or certified check for \$ _____ . In case this proposal shall be accepted by the Town of Cheektowaga, and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the moneys represented by such cash, draft or certified check shall be regarded as liquidated damages and shall be forfeited and become the property of the Town of Cheektowaga, otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind himself or themselves to enter into written contract, within ten days of date of notice of award, with the said Town of Cheektowaga and to comply in all respect with Subdivision 7 of Section 38 of the Highway Law, as amended, in relation to security for the faithful performance of the terms of said contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(REQUIRED BY SECTION 139-d OF THE STATE FINANCE LAW)

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrive at without collusion with any other bidder or with any competitor or potential competitor;
- (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Dated..... February 16....., 1974.

UNION CONCRETE & CONSTRUCTION CORP.

.....
Legal Name of Person, Firm, or Corporation

By..... *George Chell*

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THE FOLLOWING RESOLUTION FORM MUST BE COMPLETED IF THE BIDDER IS A CORPORATION:

Resolved that George C. Hill of Union Concrete & Construction Co. - President (Name and Title of Signator and Name of Corporation) be authorized to sign and submit the bid or proposal of this corporation for this project and to include in such bid the certificate as to non-collusion required by Section 139-d of the State Finance Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Union Concrete & Construction Co. corporation at a meeting of its board of directors (name of corporation) held on the 5th day of February, 1954.

(SEAL OF THE CORPORATION)

James W. Weyke
(Secretary)

The P.O. address of the bidder is:

139 W. 10th Street
(No. and Street)
New York, New York 10011
(City, State, and Zip Code)

IF A CORPORATION

	Name	and	Address
President	<u>George C. Hill</u>		<u>139 W. 10th Street, New York, N.Y.</u>
Secretary	<u>James Weyke</u>		<u>139 W. 10th Street, New York, N.Y.</u>
Treasurer	<u>James Weyke</u>		<u>139 W. 10th Street, New York, N.Y.</u>

IF A FIRM

Name	and	Address
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TOWN OF CHEEKTOWAGA CONSTRUCTION CONTRACT

THIS AGREEMENT entered into this... 28th.....day of..... MAY....., 1974.
by and between. UNION CONCRETE CONSTRUCTION CO. of WEST SENEC... NEW YORK.....,
party of the first part and the Town of Cheektowaga, party of the second part.

WITNESSETH, that the parties to these presents each in consideration of the agreement on the part of the other herein contained, have agreed and hereby agree the party of the first part for himself, itself or themselves, his or their executors, administrators and successors and the party of the second part for itself, himself or his successor, as follows;

Whenever the word Contractor or pronoun in the place of it is used, the same shall mean the party of the first part.

Whenever in this agreement the words Town of Cheektowaga are used they shall mean the party of the second part.

Whenever the work Town Engineer is used it refers to the Town Engineer of Cheektowaga, New York or his representative.

Whenever the word Department is used it refers to Engineering Department.

Whenever the word Town is used it refers to the Town of Cheektowaga.

ARTICLE 1. WORK TO BE DONE.

The Contractor shall--

- (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction for the Bank Protection of Slate Bottom Creek, Town of Cheektowaga, in the County of Erie, New York as shown in the plans entitled "For the Bank Protection of Slate Bottom Creek" and numbered "1", in accordance with the "Public Works Specifications" of January 2, 1962, Second Printing, of the New York State Department of Public Works, which contain the information for bidders; forms of proposal, agreement and bonds; general specifications and conditions of contract; materials of construction; and Payment Items; and--
- (b) do everything required by the Contract (Contract Documents) as defined herein.

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ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

The Contract (and Contract Documents) shall be deemed to include the advertisements for proposals; the contractor's proposal; the agreement; the "Public Works Specifications" referred to above; the plans; any addenda to specifications if the same are issued prior to the date of receipt of proposal, and all provisions required by law to be inserted in the contract whether actually inserted or not, including Chapter 605 of the laws of 1959.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE.

The Contractor agrees that before making his proposal he has carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that this information was secured by personal investigation and research and not from the estimates or records of the Department, and that he will make no claim against the Town by reason of estimates, tests, or representations of any officer or agent of the Town.

ARTICLE 4. DATE OF COMPLETION.

The Contractor further agrees that he will begin the work herein embraced within ten days of the date hereof, unless the consent of the Town, in writing, is given to begin at a later date, and that he will prosecute the same so that it shall be entirely completed and performed on or before the ..First.....day of November 1974..

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Town Engineer. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Town Engineer, which may include a charge for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed with the Town Engineer at least fifteen days prior to the date of completion fixed by the terms of the agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS.

The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Town other than the consideration named in this agreement.

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ARTICLE 5. ALTERATIONS AND OMISSIONS. (cont'd)

The Town reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions at the prices named in the proposal, for this work without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD.

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Town of Cheektowaga has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 7. PAYMENT OF ESTIMATES.

On the faithful performance of the work of the contract and its acceptance by the Town, the Town hereby agrees to make payments to the Contractor therefor based upon the proposal hereto attached and made a part of this contract in the following manner, to wit: the Town shall once in each month, on such days as it may fix, make an estimate of the quantity of work done and of material which has been actually put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof, and pay to the Contractor all monies due as computed upon the percentage basis prescribed by subdivision 8, section 38 of the Highway Law. If, however, the amount earned by the Contractor in any one month except the month in which the final estimate is rendered should be less than five per cent of the contract amount and in no case less than one thousand dollars, no monthly estimate will be given for that month. Gabion work must be completed or substantially underway before the first payment is made by the Town.

ARTICLE 8. NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE.

It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Town Engineer, or his representative, shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK.

When in the opinion of the Town Engineer a contractor has fully performed the work under the contract, he shall by letter notify the contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

ARTICLE 10. FINAL PAYMENT.

After the final acceptance of the work, the Town Engineer shall prepare a final estimate of the work done from actual measurements and computations relating to the same, and he shall compute the value of such work under and according to the terms of the contract. This estimate shall be certified as to its correctness by the Town Engineer. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or estimate.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT.

It is further mutually agreed that if at any time during the prosecution of the work the Town Engineer shall determine that the work upon the contract is not being performed according to the contract, or for the best interest of the Town, that the Town Engineer may suspend or stop the work under contract while it is in progress, and that the Town Engineer shall thereupon complete the work in such manner as will be in accord with the contract, plans and specifications and be for the best interests of the Town, or he may cancel the contract and readvertise and relet as provided in Section 40 of the Highway Law.

Whenever the Town determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 12. DETERMINATION AS TO VARIANCES.

In case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Town Engineer, who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. REMOVAL OF REJECTED WORK AND MATERIAL.

The Contractor agrees that all work or material which may be rejected by the Town or its representative shall be at once removed from the site of the work by the Contractor at his own expense, and replaced by work or material satisfactory to the Town.

Approved as to Form

George C Hill Pres
.....
(Party of the First Part)

John P. Kojanich
.....
(Town Attorney) By.....
(Town of Cheektowaga)

By.....
Daniel J. [Signature]
(Town Supervisor of Cheektowaga)

Approved...
Charles L. Bryan
.....
(Town Engineer)

Acknowledgment of Party of the First Part (Corporate)

STATE OF NEW YORK ss.:
COUNTY OF

On this...*31st*...day of...*May*.....19...*74*...
before me personally came...*George C Hill*..... to me
known, who being by me duly sworn, did depose and say that he resides in
.....*West Seneca, New York*.....that he is the...*President*.....
of the.....*Union Concrete and Construction Corporation*..... the
corporation described in and which executed the foregoing instrument, that he
knew the seal of said corporation; that the seal affixed to said instrument
was the corporate seal; that it was so affixed by order of the Board of Dir-
ectors of said Corporation, and that he signed his name thereto by like order.

.....*Mary A. Gawron*
.....
(Notary Public)

MARY A. GAWRON
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

Acknowledgment of Party of the First Part (Individual)

STATE OF NEW YORK ss.:
COUNTY OF

On this.....day of.....19.....
before me personally came..... to me
known, who being by me duly sworn, did depose and say that he resides in
.....that he is the same person described
in and who executed the foregoing instrument, and severally acknowledged that
he executed the same.

.....
(Notary Public)

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Acknowledgment of Party of the Second Part

STATE OF NEW YORK ss.:
COUNTY OF ERIE

On this...^{28th}.....day of...^{May}.....19.74.,
before me personally appeared Daniel E. Weber, to me personally known, who
being by me duly sworn did depose and say that he resides at 82 Brookedge Road,
that he is the Supervisor of the Town of Cheektowaga, State of New York, who
executed the above instrument.

.....^{Robert Miller}.....
(Notary Public)

ROBERT MILLER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1976

ARTICLE 14. AUTHORIZATION.

This contract is executed, pursuant to authorization contained in a resolution adopted by the Town Board of Cheektowaga, being item

.....²..... page.....¹..... of the Minutes of the said board

for the year.....¹⁹⁷⁴..... for Meeting Number ⁸⁷⁸ 10. (A.O.J. 22 1974)

ARTICLE 15. SUCCESSORS AND ASSIGNS.

This agreement shall bind the successors, assigns and representatives of the parties hereto.

IN WITNESS WHEREOF, This agreement has been executed on behalf of the Town by the Town Supervisor of Cheektowaga, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this agreement on the day and year first written above.

ITEM PROPOSAL
For Bank Protection of Slate Bottom Creek
Town of Cheektowaga

Item No.	Approx. Quant.	Items with Unit Bid Price Written in Words.	Unit Bid		Total Quantity X Unit Price	
			\$	¢	\$	¢
I	2650 LF	Toe Gabions per DWG. and Specifications <i>Seven Dollars and</i> <i>no cents</i> - Per L.F.		7 10	18,550	00
II	2650 LF	Restore North Bank and Rip Rap Slope <i>Eighteen Dollars and</i> <i>Twenty Five cents</i> Per L.F.		18 25	47,322	50
III	6	Rip Rap at Storm Sewer Outlet <i>Two Hundred Fifty Dollars</i> <i>and no cents</i> - each	250	00	1500	00
IV	4	Rip Rap End of Weir South Bank <i>Seven Hundred Fifty Dollars</i> <i>and no cents</i> - each	750	00	3000	00
TOTAL for Items I-IV <i>Twenty One Thousand Four Hundred & Twenty</i> <i>Two Dollars and Fifty cents</i> Dollars					\$ 71,412	50
Alternate Item 1A	L.F. 2650	Reinforced Concrete Toe Block <i>Eight Dollars and</i> <i>no cents</i> - Per L.F.		8 00	21,260	00

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I T E M P R O P O S A L

For Bank Protection of Slate Bottom Creek

Town of Cheektowaga

Item No.	Approx. Quant.	Items with Unit Bid Price Written in Works	Unit Bid		Total Quantity X Unit Price	
			\$	¢	\$	¢
V	4	Weir Construction <u>Two Thousand Dollars</u> <u>and one foot</u> each				
			2000	00	2000	00

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SPECIAL INSTRUCTIONS TO THE CONTRACTOR

(A) The Owner advises that--

(1) it hereby proposes to redesign the Slate Bottom Creek Channel to erect bank protection as indicated in the plans and specifications.

(2) all trees and stumps shall be removed from the site. The burial of verdure and/or debris is not permitted.

(3) access to the work area shall be within the permanent easement along the south bank.

contractors equipment shall stay close to creek bank so as to minimize damage to the landscaped area.

(4) the work area at top of bank shall be restored to its original condition as part of the contractors responsibility.

(5) a schedule of operations be prepared for the Town Engineer's approval in writing, detailing all phases of construction, all sources of material and the completion date.

(B) The Contractor's attention is called to the fact that there is no item for Cofferdams in this project. The Contractor will be required to keep the foundation excavations free from water, and any cost involved will be included in the price bid.

(C) Stake-out: Reference points, grade and offset stakes will be established by the Contractor. The Contractor shall provide the stakes, marker lath, and when directed by the Engineer, set guard frames around any reference points requested. In general, the grade and offset stakes will be set on or near the right-of-way lines within the right-of-way. All stakes shall be preserved by the Contractor. A charge of Five Dollars (\$5.00) per stake will be made and deducted from the estimates and final payments for replacing any stake damaged or removed by the Contractor without the written permission of the Engineer in charge. Such written permission may be granted by the Engineer in charge upon written request of the Contractor stating the purpose and reason for the removal.

SPECIAL INSTRUCTIONS TO THE CONTRACTOR (Cont'd)

(C) Stake-out(cont'd.)

The Contractor shall transfer the information on the grade and offset stakes to temporary reference stakes close to the work to be done at his own expense. The Engineer may check any portion of these temporary reference stakes and the Contractor shall make any necessary correction immediately. Any checking by the Engineer shall not release the Contractor of any responsibility for the accuracy of this work.

(D) Utilities: The various utility companies which have installations in the contract area shall be notified by the Contractor when he is ready to start work. He shall cooperate with the utility companies in the relocation of their utilities.

(E) Overhaul will not be paid for under a separate item under this contract and shall be understood to be included in the price bid.

(F) Existing and ordered private access drives which are disturbed during the process of the work shall be replaced as directed by the Engineer with materials matching, in so far as possible, the original construction.

(G) Clearing and grubbing shall include work as ordered by the Engineer on the entire area between the right-of way lines.

(H) County & Town roads in the vicinity of this project are not capable of sustaining the traffic of heavy loads under certain conditions of weather and moisture. The Contractor's attention is specifically called to the fact that the Superintendent of Highways and the Town Engineer will cause any road that is being damaged by heavy loads to be posted to a restricted loading. This limited loading restriction will not be removed for the hauling of road materials to the contract site without a suitable guarantee by the Contractor that he will repair the damaged sections of the roads at his own expense. The Contractor in accepting this contract will hold the Town free from any liability because of the added cost. No loads will be accepted on the contract site if the loads transported exceed the limits of Article 10 of the Vehicle & Traffic Law. The maximum legal loadings are hereby stipulated:

- | | |
|--|-----------|
| (a) maximum gross load-per axle | =11 tons |
| (b) maximum gross load-two axles | =18 tons |
| (c) maximum gross load-more than two axles | =32½ tons |

SPECIAL INSTRUCTIONS TO THE CONTRACTOR (cont'd.)

Variations of (b) and (c)

(b) Variations of this restriction include--

- (1) tandem rear axles less than forty-six (46") inches apart, being deemed as a single axle;
- (2) consecutive axles being less than ten (10') feet apart.

(c) Variations of this restriction include tractor-trailers, whereby seventeen (17) tons, plus the distance between outermost axles (max.-36.4 feet), times eight hundred and fifty pounds (850#) equals gross weight which shall not exceed thirty-two and one-half (32½) tons.

NOTE: Respectfully request Contractor to use BLACK INK when filling in Proposal sheets and Signatures.

NOTE: The Contractor is hereby advised of the conditions under which this contract is being bid.

This letting is subject to the approval by the Cheektowaga Town Board. No contract will be awarded prior to the affirmative action of this body.

Scope of Work

ITEM I GABIONS

1. Description. Under this item, the Contractor shall furnish, assemble, tie, and fill with acceptable stones, open mesh wire baskets, or gabions, constructed in accordance with these specifications and in conformity with the lines, grades and dimensions shown on the plans, or required by the Engineer.
2. Materials. Wire mesh gabion baskets shall be made of No. 11 gauge galvanized wire, 3" X 4" mesh opening, triple-twisted, hexagonal in shape, and with diaphragm sections at approximately 3 foot intervals. Wire baskets shall be equal in all respects to river gabions as manufactured by Maccaferri Gabions of America Inc., 50 East 42nd Street, New York 36, NY, or approved equal. Wire baskets shall be constructed in multiples of the dimensions shown on the plans and as described in the catalogue of the above manufacturer.

The baskets shall be filled with clean and durable field stone, gravel hardheads or quarry stone ranging in size from 2 inch to 13 inches and of such proportions as to produce a minimum of voids.

3. Method. Wire baskets shall be set to line and grade as shown on the plans and filled by careful placement of the stone along all exposed faces of the completed structure to assure alignment and avoid bulges with a minimum amount of voids. All face stone shall be of such size that they will not pass through the mesh of the gabion basket.

Any satisfactory mechanical method may be used to fill the gabion.

Assemble each gabion unit by binding together all verticle edges with 5 $\frac{1}{2}$ " long wire ties at approximate 6" spacing. Place empty gabion units in position according to plan. Use wire ties as above to secure the units together along the edges. Stretch the tied units to obtain the alignment required, and continue this operation on rows of four or five gabions, with the first unit of the row already filled to provide the necessary weight. Standard fence stretcher or chain fall and iron rod may be used to stretch gabions and hold alignment. After the above operation, proceed alternately to fill and insert connecting wires in each cell to preserve shape and strength of the structure. Place the first four connecting wires, two parallel in each direction, at approximately 12" to 13" above the base, after the gabion has been stone filled to this height. Repeat this operation with four other connecting wires after filling to two-thirds of the gabion height. Connecting wires are to be looped around two meshes and then tied. After a gabion has been filled, bend over the lid by hand until it meets the side and ends by drawing together with a pinch bar and wire tie the lid along the selvages.

Item I-Gabions (Continued)

The recommendations of the gabion manufacturer shall be followed in all respects in order to obtain satisfactory results.

Retaining pins shall be drilled and grouted in place 13" to 16" into creek bed. Pins shall not be exposed above top of gabion.

The unit price bid shall include the cost of furnishing all labor specified

Paragraph 4 change to

Note: Weir construction may be outside the scope of the contract. Weir construction may be undertaken by:

SPECIFICATIONS (Pg. 4) Add

Award of Bid.

I. The Town of Cheektowaga reserves the right to award the bid for the entire project or for only the bank protection part of the project. The weir construction work may be contracted for and constructed for by other than the Town of Cheektowaga.

The north bank shall be restored with soil moved from the south bank. Finished slope shall be maintained at 1 to 1½ slope or 33 degrees with creek bed. No debris, stumps, or verdure shall be used in bank restoration. Compaction of soil shall be 95% minimum of standard proctor maximum density or the number of passes of the compaction equipment should be controlled by the Engineer on the site.

Under these items the Contractor shall furnish and place stone or other acceptable material on stream banks, in channels, and at other locations shown on the plans or designated by the Engineer. Rip Rap shall not be placed until the foundation preparation and subgrade is completed.

Materials furnished for use as stone filling shall be ledge rock fragments, field stone, cobbles, or other material conforming to the requirements of Table 1. Materials will be accepted for conformance with the requirements of Table 1 on the basis of a visual examination by the Engineer.

Stone filling item	See Notes	Stone Size or Weight	Percentage of Total by Weight
Light	1, 2, 4	150 pounds or lighter	90-100
		Smaller than 6 inches	0-50
		Smaller than ½ inch	0-10
Medium	1, 2	Heavier than 100 pounds	50-100
		100 pounds or lighter	0-50
		Smaller than 4 inches	0-10

Notes: Table 1

1. Materials shall contain less than 20 percent of stones with a ratio of maximum to minimum dimension greater than three.
2. Materials shall contain a sufficient amount of stones smaller than the average stone size to fill the spaces between the larger stones.
3. Air cooled furnace slag is an acceptable substitute for stone under these items, provided that soundness and gradation requirements are met.

Construction Details.

Stone filling shall be placed directly on the ground surface, as shown on the plans or directed by the Engineer. The ground surface on which stone filling is to be placed shall be free of brush, trees, stumps, or other objectionable material. Stone filling shall be placed in a manner which will produce a mass of stone with smaller stone fragments filling the spaces between the larger ones, so as to result in the minimum practicable percentage of voids. The final section of stone filling shall be in conformance with the lines, grades, and thicknesses shown on the plans. Stone filling shall be placed to its full thickness in one operation, unless otherwise specified in the proposal, and in such a manner that the underlying soil will not be displaced or worked into the layer of stone filling. The stone shall be so placed and distributed that there will be no pockets of uniform size material. Rearranging of individual stones by hand or by means of mechanical equipment may be required to secure the specified results. Rip rap shall appear to be smooth with no protrusions on the finished slope.

The south bank shall be finished at a 2 to 1 slope preferred or to a minimum of $1\frac{1}{2}$ to 1 slope to eliminate any overage of earth when complying to drawing dimensions.

Note: It was estimated that 14,000 cubic yards of fill will be removed from the south bank at 2 to 1 slope. This material will be transferred to fill in the estimated volume of 12,000 compacted cubic yards of fill required in the north bank.

Item III Rip Rap at Storm Sewer Outlets.

Surface shall appear smooth and extended one foot above storm sewer pipe. Rip Rap shall be dished at storm sewer pipe.

Item IV Rip Rap at Weirs South Bank.

Rip rap shall be similar to north bank and extended 4 feet above weir crown.

Alternate Item IA Reinforced Concrete Toe Block.

Concrete block shall be fabricated off site with 3,000 P.S.I. concrete and cured 5 days at temperature above 50 degrees F.

RATE OF WAGES

State of New York
Department of Labor

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

This section also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commission may require the contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security.

The substance of the preceding paragraphs should be included in your contract.

Upon the signing of a contract for a public work project Section 220 subdivision 3-a requires that all departments of jurisdiction shall furnish the following information to the Industrial Commissioner.

- (a) The name and address of the contractor engaged by said department of jurisdiction.
- (b) The date when contract was let.
- (c) The approximate cost of said contract.

In addition to the foregoing statutory requirements, the following rules governing public work projects on which the Industrial Commissioner is the fiscal officer were promulgated by virtue of the authority vested in the Industrial Commissioner under Articles 8 and 8-a of the Labor Law and Sections 21, 23, 25, 26, 31 and 32 of the Labor Law.

The department of jurisdiction on such public work shall require all contractors and sub-contractors to keep the following information records on the site of the public work project on which such contractors and sub-contractors are engaged.

- (a) Record of hours worked by each workman, laborer and mechanic on each day.
- (b) Record of days worked each week by each workman, laborer and mechanic.

(c) Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each workday and week.

(d) Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

For your convenience we are enclosing a form to be made out by you in accordance with the provisions of Section 220 Subdivision 3-a of the Labor Law.

GENERAL CONTRACT CONDITIONS

GENERAL

1. INTRODUCTION

The purpose of these General Contract Conditions is to set forth the general manner under which the Owner, Contractor and Engineer will execute the Contract. The provisions of the Special Conditions of the Contract will modify the requirements of the General Conditions as hereinafter stated.

2. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, Construction Terms and Conditions, and Addenda, hereinafter enumerated, shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, Titles, Headings, Running Headlines, and Marginal notes contained herein and in said Documents are solely to facilitate references to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer. Wherever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instruction to Bidders, Proposal, Contract, General and Specific Contract Conditions, Contract and Bid Bonds, Plans or Drawings, Specifications, Addenda, and any and all other writings necessary to complete the project.

3. INTENT OF DOCUMENTS AND INSTRUCTIONS

The Specifications, Drawings and any Instructions as set forth herein are complementary, are intended to co-operate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the work. Any work shown on the drawings concerning which there are no particular specifications, or the omission from both drawings and specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the Contractor or Subcontractor from furnishing the same. Work or materials described in words which have a well-known technical or trade meaning, shall be interpreted by such customary and recognized standard of meaning.

It is understood that except as otherwise specifically stated in the Contract Documents, all Contractors shall provide any pay for all permits, materials, labor, tools, equipment, water, light, power transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature under his contract whatsoever necessary to execute, complete, and deliver the work within the specified time.

The sum of the various bid items is intended to provide a complete Contract, as proposed by the Plans and Specifications, tested and ready for use.

4. DEFINITIONS

- A. The term "Subcontractor" includes only those having a direct contract with the Contractor, and it does not include one who furnished material worked to a special design according to the Drawings or Specifications or one who merely furnished material not so worked.
- B. The term "Extra Work" as used herein refers to and includes work required by the Owner, which, in the judgment of the Engineer, involves changes in, or additions to, that required by the Plans, Specifications and Addenda in their present form.
- C. In the performance of the work, the Owner shall be represented by any person designated by the Owner to perform the duties of the Engineer. The Engineer will provide general supervision of Construction in checking and directing the work.
- D. Whenever they refer to the work or its performance, "Directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import shall mean approved by, or acceptable, or satisfactory to, or in the judgment of the Engineer.
- E. All time limits stated in the Contract Documents are of the essence to the Contract.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clauses required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

6. PREFERENCE IN EMPLOYMENT

The provisions of Section 222 of the New York Labor Law, if applicable, shall be complied with by the Contractor in the performance of the work under this contract, or the contract shall be void.

7. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

8. NOTICE AND SERVICE THEREOF

The service of any notice, letter, or other communication, shall be deemed to have been made by one of the contracting parties on the other party to the Contract, when such letter, notice, or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been deposited in any regularly maintained mail box of the United States Postal Department, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the Contractor noted in his bid and/or the address of his field office on or near the site of the work hereunder shall be considered as his legal address for purposes as above set forth.

The address of the Owner noted in this Contract Document shall be considered as its legal address for the purpose as above set forth.

9. MODIFICATIONS

The Contractor in entering into this contract understands that the Owner reserves the right to modify the same with respect to the arrangement, character, alignment, grade or size of the work or appurten-

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ances whenever in its opinion it shall deem it necessary or advisable so to do. The Contractor shall and will accept such modifications when ordered in writing by the Engineer through the Engineer and the same shall not vitiate or void this contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer. If such modifications or any thereof, result in a decrease in the cost of work involved, an equitable deduction from the contract price to be determined by the Engineer shall be made. In any event, no modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

10. QUANTITIES AND AMOUNTS OF WORK

The work shown on the Plans is to be done by the Contractor for the lump sum and unit prices bid, which prices shall constitute full compensation for all work completed under the Contract, except for any additional work ordered by the Owner and issued to the Contractor in the form of a written order by the Engineer.

The Owner reserves the right to delete such amounts or items of work from this contract as may be necessary to finance the project from available funds.

The work included under each Bid Item is described in the Detailed Specifications for each contract.

The quality of workmanship and materials entering into the work shall conform to the requirements of the pertinent provisions and sections of these Specifications.

Changes in the work, requiring more or less of any items of work, may be made upon a written change order. When changes result in the use of more or less of any specific item, additional payment or deduction will be made in accordance with the price bid for the specific bid item. When changes result in the use of more or less of an item not specifically designated as a bid item, additional payment or deduction will be made in accordance with the price for that item as stipulated in the table of contingent items, as shown in the Form of Proposal.

11. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time for completing the entire work or such portions which may not

have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

Upon Occupancy by the Owner, the following procedures will apply:

1. The Engineer, with the approval of the Owner, will notify the Contractor as to what portion, or portions of the work have been accepted into Occupancy.
2. The guarantee period applicable to that portion of the work accepted into Occupancy will start as of the date of Occupancy.
3. The retained percentage applicable to that portion of the work accepted into Occupancy will be reduced to 5% of the value of the accepted work, such value to be determined by the Engineer, provided that the Contractor submits acceptable affidavits, certificates or waivers showing no right of lien exists in connection with this portion of the work, and acceptable evidence as to the satisfaction of all claims applicable to this portion of the work.

DRAWINGS AND SPECIFICATIONS

12. CONTRACT DRAWINGS AND SPECIFICATIONS

After the Contract has been executed, the Contractor will be furnished free of cost five (5) sets of the Contract Plans and Specifications. Additional copies of the Plans and Specifications, if available, will be furnished to the Contractor at the cost of reproduction.

The Contractor shall furnish each of his subcontractors, manufacturers and materialmen, such copies of the Contract Documents as may be required for his work.

13. CHECKING PLANS

All figures and dimensions on the drawings shall be carefully checked by the Contractor, who shall note all discrepancies. He will be held responsible for any errors not discovered before the work has been executed. In case errors are found, these shall be immediately reported to the Engineer who will instruct the Contractor as to the method of correcting them. The Contractor shall not alter specifications, drawings or figures, nor make any alterations in or additions to the quantity, character or arrangements of the materials or work, whether same shall involve additional expense

or not, unless same shall be agreed upon first, in writing, as provided for herein; this provision, however, shall not abridge in any way the Engineer's rights as to the interpretation of the specifications, plans and figures thereon. The Plans and Specifications are complementary and what is called for by either shall be as binding as if called for by both. In all cases figured dimensions shall take precedence over scaled dimensions, and the larger scale details shall take precedence over smaller scale drawings.

14. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The Contractor shall keep at the site of the work, one (1) copy of the Plans and Specifications, signed and identified by the Engineer, and shall at all times give the Engineer and other representatives of the Owner access thereto.

Any things shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, have the same effect as if shown or mentioned, respectively, in both. In case of any conflict or inconsistency between the Plans and Specifications, the Specifications shall govern. Any discrepancy between the specifications and drawings shall be submitted by the Contractor to the Engineer. The Engineer shall in all cases determine the amount of quantity of the several kinds of work and the quality of materials which are to be paid for under this contract; he shall determine all questions in relation to the work and the construction thereof, and in all cases decide every question which may arise relative to the performance of the work covered by this contract on the part of the Contractor. Any doubt as to the meaning of these specifications and drawings, or any obscurity as to the wording of them, will be explained by the Engineer and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of these specifications and drawings and give them due effect, will be given by the Engineer, in writing.

The Engineer will, within a reasonable time after presentation to him, make decisions in writing on all matters relating to the interpretation of the Contract Documents.

15. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

16. RECORD DRAWINGS

- a. The Contractor shall obtain at his expense one set of contract drawings in non-reproducible black and white prints, and one set of contract drawings in reproducible form (brown lines) for the purpose of recording "as built" conditions.
- b. It shall be the responsibility of the Contractor to mark each sheet of the non-reproducible "Record Drawings" in red and to record thereon in a neat form, any and all approved field changes and conditions as they may occur. A complete file of approved field sketches, diagrams and other changes, as may become necessary during the progress of the work, shall also be maintained and attached to the "Record" set of contract drawings. At completion of the work, each sheet of "Record" prints, plus all approved field sketches and diagrams shall be submitted to the Engineer for his approval and use in establishing a basis for final payment.
- c. Upon approval by the Engineer, the Contractor shall record all approved field changes and conditions on the reproducible "Record" drawings, using a chemical eradicator as required and shall submit to the Engineer the set of reproducible "Record Drawings." Each sheet shall be signed by the Contractor and certified as reflecting "as built" conditions by a Licensed Surveyor or Professional Engineer employed by the Contractor.
- d. If additional drawings are required to show as built conditions, they shall be prepared on tracing cloth of the same size as the Contract Drawings and submitted as outlined above.

17. REFERENCE TO STANDARDS

A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.

B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations in accordance with the following list:

- A.C.I. for American Concrete Institute
- A.G.A. for American Gas Association
- A.I.S.C. for American Institute of Steel Construction
- A.S.C.E. for American Society of Civil Engineers
- A.S.T.M. for American Society for Testing Materials
- A.S.M.E. for American Society of Mechanical Engineers

A.W.S.C. for American Welding Society Code
 A.W.W.A. for American Water Works Association
 C.I.P.R.A. for Cast Iron Pipe Research Association
 Fed. Spec. for Federal Specifications
 A.A.S.H.O. for the American Association of State Highway Officials
 N.E.M.A. for National Electrical Manufacturers Association
 A.W.P.A. for American Wood Preservers Association
 N.B.S. for National Bureau of Standards
 C.R.S.I. for Concrete Reinforcing Steel Institute
 A.N.S.I. for American National Standards Institute, Inc.
 I.E.E.E. for Institute of Electrical & Electronic Engineers
 U.L. for Underwriter's Laboratory
 N.F.P.A. for National Fire Protection Assoc.
 N.E.C. for National Electrical Code
 A.A.M.A. for Architectural Aluminum Manufacturers Association
 S.S.P.C. for Steel Structures Painting Council

When no reference is made to a code, standard or specification, the Standard Specifications of the A.S.T.M. shall govern.

C. The Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.

18. SHOP DRAWINGS

A. The Contractor shall submit for review by the Engineer shop drawings for all fabricated work and for all manufactured items required to be furnished in the contract and as required by the Specifications. All drawings submitted to the Engineer shall be reviewed and stamped "reviewed" for conformance to the Plans and Specifications as regards measurements, size, materials and details by each of the prime contractors, including all drawings submitted to him by his subcontractors and suppliers of equipment included in his contract. Any drawings or data submitted without the "reviewed" stamp of the prime contractors shall be returned until this request is complied with REVIEWED.

B. Engineer's REVIEW of the Contractor's drawings shall be considered as a gratuitous service, given as assistance to the Contractor in interpreting the requirements of the contract and in no way shall it relieve the Contractor of any of his responsibilities under the contract. The engineer shall be held blameless and shall accrue no liability for any gratuitous assistance given to the contractor in interpreting the requirements of the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the engineer and noted as "reviewed" or "reviewed as noted", shall be entirely at the Contractor's risk. The Engineer's review will be confined to general arrangement and compliance with the Contract.

Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

C. The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these Specifications.

D. Equipment Manufacturers supplying equipment for the project shall examine the Plans and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected. Equipment to be furnished shall carry a guarantee of satisfactory operation under the operating conditions shown on the drawings.

E. The procedure in seeking review of drawings being submitted by the Contractor shall be as follows:

I. The Contractor shall submit six (6) prints of the drawings to the Engineer for his review, and one copy of each drawing in reproducible form (brown line) for purpose of recording. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least 14 calendar days before they are required for fabrication of the materials by the Contractor or supplier.

II. When a drawing is satisfactory to the Engineer, it will be stamped "Reviewed", be dated and two (2) copies thereof will be returned to the Contractor by letter.

III. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", and will return two (2) copies thereof, to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit six (6) prints of the corrected drawings for review, and one copy of each drawing in reproducible form (brown line) for purpose of recording.

The Contractor shall revise and resubmit the drawings as required by the Engineer, until review thereof is obtained.

F. Shop drawings submitted by subcontractors shall be sent direct to the Contractor who shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members,

materials, and details to satisfy himself that they conform to the intent of the contract drawings and specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Engineer.

- G. All details on shop drawings submitted for review shall clearly show the relation of the various parts, and where the work depends upon field measurements, such measurements shall be obtained by the Contractor and noted on the shop drawings before being submitted for review.
- H. All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
- I. If the shop drawings contain any departures from the contract requirements, request for review thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the contract drawings unless otherwise approved.
- J. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.
Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required, and, will in general not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements which require connections to external equipment, and a complete step by step description of the control action of the equipment being submitted.
- K. One complete submittal of shop drawings shall be made at the same time for any one phase of a project such as structural, piping, reinforcing, etc. Shop drawings shall not be submitted piecemeal for said phases.

EQUIPMENT, MATERIALS AND WORKMANSHIP

19. ALL WORK SUBJECT TO CONTROL OF ENGINEER

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer, and at such times and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work. Upon request, the Engineer shall confirm in writing any oral order, direction, requirement or determination.

20. MATERIALS AND WORKMANSHIP

A. The workmanship and materials of all items shall be of the best quality and shall be at all times subject to the inspection, direction and supervision of the Engineer or such others as he may appoint, who shall each and all have authority and be afforded facilities to visit all parts of the work and who may reject all workmanship and materials which do not conform to the plans and specifications, as interpreted by the Engineer. All such condemned work or material or both shall be removed, and those that are proper and acceptable shall immediately be substituted. Material shall not be delivered so far in advance of their proposed use that they suffer damage.

B. In all cases where material and quality are not definitely specified, samples or specimens shall be submitted to the Engineer for approval, except as otherwise specified.

C. The Contractor shall furnish for approval, with such promptness as to cause no delay in his own work or in that of any other Contractor, all samples as required by the specifications. The Engineer shall check and approve such samples, with reasonable promptness, for conformance with the design and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

Should any dispute arise as to the quality or fitness of workmanship, equipment, materials, or articles, the decision shall rest with the Engineer, and shall be based upon the requirements of this Contract.

21. SOURCES OF MATERIAL

The Contractor shall, immediately after the award of the contract, furnish the Engineer in writing the names and addresses of manufacturers or dealers from whom he intends securing his materials. Any material ordered or delivered at the site without approval is subject to rejection without further cause. No awards shall be made by the Contractors and no work under any item shall proceed until approval of the manufacturer or vendor has been given by the Engineer.

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Such approval, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in no way imply that the equipment submitted will be approved unless full compliance with the Plans and Specifications is demonstrated by such submitted material, to the Engineer's satisfaction.

22. STANDARD PRODUCTS

All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment. The Contractor when ordered to do so, shall offer satisfactory evidence that such items have been in satisfactory operation of five (5) or more years, except that in the instance of recently developed items having a short service record, the engineer may accept other satisfactory evidence. The Owner reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner. Any one type of materials or equipment items shall be the product of the same manufacturer when more than one is supplied.

23. SUBSTITUTIONS

Wherever in these specifications any material or apparatus is designated by its trade name, brand or name of manufacturer, it shall be understood that such material or apparatus is specified as a standard of quality required.

Where such items are specified by dimensions, this shall not be interpreted to preclude the furnishing of such items other than the specified dimensions where the quality, use and serviceability of the material is adjudged the same or the equal of that specified.

If two or more brands, makes of materials, devices, or equipment are shown or specified each should be regarded as the equal of the other.

Substitutions may be made, but any substitution offered by the Contractor as equivalent shall be subject to the written approval of the Engineer, before being ordered.

Proposed substitutions shall be subject to the provisions hereinafter specified.

1. The Contractor shall submit for each proposed substitution complete descriptive literature and performance data together with samples of the materials where possible. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
2. In all cases the Engineer shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the same, at his own cost and expense to the satisfaction of the Engineer. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Engineer. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the Engineer to approve a substitution proposed by the Contractor.
3. Where the approval of a substitution requires revision or redesign of any part of the work covered by this Contract all such revision and redesign, and all new drawings and details required therefor, shall be subject to the approval of the Engineer and shall be provided by the Contractor at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the Contractor.

24. APPLIANCES, EQUIPMENT, ETC.

The Contractor shall furnish all necessary transportation, scaffolding, forms, labor, tools and mechanical appliances and all other means, materials and supplies for properly prosecuting his work, unless otherwise expressly specified.

No direct payment shall be made for work in connection with Contractor's plant nor for his other requirements in carrying out the provisions of his contract. The compensation therefor shall be considered as having been included in the prices stipulated for the various items of the contract.

25. CONTRACTORS TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

26. CERTIFICATES

All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection.

27. NAMEPLATES

Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

28. SAMPLES

Upon written demand of the Engineer, the Contractor shall submit to the Engineer for approval, samples of materials he proposes to use. Samples shall be in duplicate, of sufficient size, number or amount to show the quality, type, range of color, finish, and texture of the material he intends to furnish under this contract.

Each sample shall be labeled bearing the name and quality of the material, the Contractor's name, date and name of the project. A letter from the Contractor requesting approval, shall accompany all such samples. Transportation charges to the Engineer must be prepaid on samples forwarded.

Samples shall be submitted in due time so as to permit proper consideration without delaying the Contractor's operation. All materials shall be furnished equal to the approved samples. The use of any material will be permitted only so long as its quality remains equal to the approved sample, and any material delivered to the site of the work, whether incorporated in the structure or not, which does not conform to the approved sample, will be rejected and shall be removed and replaced by approved materials at once at the Contractor's expense.

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29. INSPECTION

The Engineer is the sole judge if it is necessary that any material or equipment be inspected at the place of manufacture.

General conditions of the Specifications provide for proper inspection and testing of materials. The selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to the approval of the Engineer. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the work, and rejected material must be promptly removed from the premises.

It must be distinctly understood that the inspection and acceptance of materials and work at the mills, shops, or at any place where material or work is in course of preparation, to facilitate the progress of the work, shall not preclude rejection at the site of proposed work, if the material be found unsuitable.

30. TESTS

The Contractor shall furnish all tests as directed in the Specifications or Contract Documents, or whenever directed to do so by the Engineer. Such tests shall be performed at the Contractor's expense by a reliable testing laboratory approved by the Engineer.

The Contractor shall retain, at his own expense, a qualified testing laboratory which shall make tests on the materials used in concrete, Proportioning of Concrete Mixes, and tests on Concrete as the work progresses. Four (4) copies of all test reports shall be supplied to the Engineers by the laboratory.

The Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance test on equipment delivered to the site. These tests if made will be conducted in accordance with the appropriate referenced standards or specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to the Owner.

Field tests of material and equipment installed shall be made by the Contractor, at his own expense, when ordered by and under the supervision of the Engineer. Field tests of materials on the job site will be made by the Engineer at his discretion. The Contractor shall furnish at his own expense, the materials required for field tests and reasonable labor to assist the Engineer in conducting the tests.

31. OPERATING TESTS

Where operating tests are specified the Contractor shall test his work as it progresses, and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.

Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish material and apparatus, make connections and conduct the official test. The test will be conducted in the presence of a representative of the Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Engineer.

32. GENERAL ARRANGEMENT

The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefor shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made except as provided for in Article 23 and 33 of the General Contract Conditions.

33. SPARE PARTS DATA

As soon as practicable after approval of the list of equipment, the Contractor shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies which may be subject to breakdown, with current unit prices and source of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation. The foregoing shall not relieve the Contractor of any responsibilities under any guaranty specified herein. The above shall be submitted with the final shop drawing submission for the equipment.

34. TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated, furnish with each type, kind or size of equipment, one complete set of suitably marked high-grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such special tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys.

Each piece of equipment shall be provided with a substantial name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, and principal rating data.

35. OPERATING INSTRUCTIONS AND MANUALS

The Contractor shall furnish the services of qualified manufacturer's representatives to instruct designated employees of the Owner in the operation and care of all equipment. The Contractor shall also furnish and deliver to the Engineer three complete sets of instructions, bulletins, diagrams and other data and information required for the proper operation and maintenance of the equipment, including ordering of spare parts.

36. EQUIPMENT INSTALLATION

The Contractor shall have on hand sufficient proper tools and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary guides, track rails, bearing plates, anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be made of ample size and strength for the purpose intended. Anchor bolts in submerged locations shall be of non-corrosive materials of the required strength.

The Contractor shall furnish all oils and greases for initial operation, and shall give to the Engineer a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Owner. Each item of equipment shall be tagged to show the date and the name and type of lubricant used.

37. ADDITIONAL ENGINEERING SERVICES

A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor, or changes by the Contractor in dimension, weight, power requirements etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, or to provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor

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solely for the convenience of the Contractor, then the Engineer's expense in connection with such additional services shall be paid by the Contractor to the Owner who shall reimburse the Engineer.

B. The "Engineer's Expenses" shall be computed based on the current rate schedules of the engineer plus out of pocket expenditures.

SITE CONDITIONS

38. SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

39. BORINGS

The Contractor may examine the logs of soundings, borings, rock cores and other sub-surface data, if available, by making a request therefor to the Engineer. Such data is offered in good faith solely for the purpose of placing the Contractor in receipt of all information available, and in no event is to be considered a part of the Contract Documents. The boring logs and other subsurface information will not be interpreted by the Owner or the Engineer, or the boring contractor. The Contractor must interpret such data according to his own judgment and acknowledges that he is not relying upon the same as accurately describing the subsurface conditions which may be found to exist. The Contractor shall make additional investigations of his own to inform himself as to surface and subsurface water conditions, rock and other materials which may be encountered, prior to submitting a bid. The Contractor further acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions to be actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.

40. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions, before they are disturbed. The Engineer shall thereon

promptly investigate the conditions, and if he finds that they materially differ from those shown on the logs of soundings, borings, rock cores and other subsurface data, he shall at once make such changes in the Plans and/or Specifications, as he may find necessary. Any increase or decrease of cost resulting from such changes to be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes.

41. SURVEYS

All work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The Engineer will establish bench marks, base lines, and other principal controlling points, lines and grades at ground level only. The Contractor shall check such lines and grades by such means as he may deem necessary and before using them, shall call the Engineer's attention to any inaccuracies.

The Contractor shall at his own expense, establish all working or construction lines and grades as required, in accordance with the base measurements of the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Engineer, and shall submit the field records for line and grade in an acceptable manner prior to the start of construction.

The Contractor shall furnish and maintain, at his own expense, stakes, batter boards, etc., and give assistance, including qualified helpers, as may be required by the Engineer for setting and checking line and grade. The stakes shall be of hardwood, dry and 2 inch x 2 inch x 24 inch long with pointed end. The lath shall be hardwood 1/2 inch x 2 inch x 4 feet long with pointed end. Materials to be used by the Engineer shall be delivered to the site of the work, where stakeout is required.

42. REQUEST FOR SURVEYS FOR LINES AND GRADES

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to work, in order that line and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the Contractor. It is the intention not to delay the work for giving lines and grades, but when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose.

43. PRESERVATION OF STAKES, INSTRUMENTS, ETC.

The Contractor shall be held responsible for the preservation of all stakes, and marks, and, if in the opinion of the Engineer, any survey or construction stakes or marks have been destroyed or disturbed, the cost to the Engineer of replacing them shall be charged against the Contractor at the Engineer's current rate for this type of work which rate is set forth in the Specific Contract Conditions. Payment for the above work shall be made directly to the Owner who shall reimburse the Engineer.

44. DATE OF PLANS

All land surface and water elevations refer to U.S.C.S. Datum, unless otherwise specified on the Construction Drawings. Bench marks will be established by the Engineer.

45. PROCESS PHOTOGRAPHS

The Contractor shall engage and pay for the services of a professional photographer to make photographs prior to moving on site and each month thereafter at the locations and at such stages of construction as directed by the Engineer. Upon completion of the project a minimum of four views shall be taken as directed by the Engineer to indicate the general extent of the developed site.

In addition, photographs shall be taken of all unusual construction areas and at street crossings, paved driveway crossings, and at all points of possible future controversy before any work at these points is started.

The Contractor shall deliver four (4) prints of each negative to the Engineer, who shall deliver one (1) to the Owner. Photographs shall be 8-1/2 x 11 inches in size, and should have the following information typed on the back:

- A. Title of Project, Photograph Number (Consecutive)
- B. Date
- C. Location (By description or station)
- D. Description of Photograph
- E. Contractor's Name
- F. Name and Address of Photographer

46. AREA TO BE OCCUPIED BY CONTRACTOR

The proposed work is located on the Owner's Property, areas within highway rights-of-way, and within easements to be acquired by the Owner before construction begins. The Contractor shall confine his work to these areas, and should he occupy land outside of these boundaries, it shall be at his own risk and expense.

The Contractor shall note where easements are required to be obtained by the Owner. No work shall be commenced in these areas until notified by the Owner that the easement acquisition has been completed. The Owner will notify the Contractor of any special conditions in the easement. No additional payment will be made to the Contractor for any delay in acquisition of the easement by the Owner. Delays will be considered as an extension to the date of completion if requested by the Contractor in writing.

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47. PROTECTION OF PROPERTY

A. The contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract.

If it is necessary to remove any structures due to the requirements of the work, the structures removed shall be replaced so that they are equal to the original condition. The Contractor shall assume full responsibility for any damage done and shall save the Owner harmless in all respects. Adequate insurance, approved by the Owner, shall be carried by the Contractor to cover his responsibility.

Public utilities shall be protected and service maintained. If it is necessary to move any utilities, arrangements will be made by the Owner with the utility company for said work. Permanent support for all trench crossings of existing utilities shall be provided and shall meet with the approval of the Owner or utility company concerned.

Any damage to gas mains, gas service, water mains, water services, cross drains, culverts, sewage disposal systems, electric conduits, utility poles and wires, guard rails, etc., shall be repaired or replaced at the Contractor's expense.

The Owner will pay the cost of relocation of existing utility poles when said utility pole lies within the allowable trench limits. The Contractor shall include in the unit and lump sum prices bid for work, the cost of relocation of all other utilities.

B. The Contractor shall protect trees, shrubbery and other natural features or structures from being cut, trimmed or injured, unless ordered by the Engineer for clearing the site of the work. He shall prevent employees from tramping in shrubbery and vehicles from being driven through wooded lands. He shall protect trees adjacent to the work with plank wells, if necessary.

The Contractor shall provide and replant at his own expense, trees, lawns, shrubbery and other natural features destroyed or damaged. He shall conduct his operations within such limits as the Engineer directs.

C. It is the contractor's responsibility to make himself aware of, and comply with, such safety regulations as may be required by jurisdictional agencies and shall at all times conduct his operations so as to avoid and eliminate any unsafe conditions created by his operations.

D. In the event of any claims for damage or alleged damage to private property as a result of work under this Contract, the Contractor shall hold the Owner harmless and shall be responsible for all costs in connection with the settlement of, or defense against, such claims. Prior to commencement of work in the vicinity of private property, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish

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satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

48. EXISTING STRUCTURES AND UTILITIES

A. The Contract Drawings show information regarding the location of existing utilities. This information is secured from existing records and field measurements. The information is given to the Contractor as the best available data, from reliable sources, but is not guaranteed to be entirely accurate or complete. The contractor shall inform himself regarding the conditions. No extra payment will be allowed to the Contractor for variation in locations of structures or conditions not shown.

B. It will be necessary for the Contractor to locate all water service, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., as to depth and alignment in advance of laying. The Contractor shall excavate and uncover all underground utilities and structures to be crossed or paralleled by the proposed work a sufficient time in advance of construction to permit change in line and grade of the proposed work if the location of the existing utility or structure should interfere with the proposed work.

C. Where it is necessary to install the water and sewer pipe lines close to or between other pipe lines for short distances, the Contractor shall shore, block and protect the other mains to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipe lines.

D. Whenever existing utilities or other underground facilities are encountered, which obstruct the line or grade of the proposed pipe line, the Contractor shall notify the Engineer, and he shall make such revisions to the construction plans as may be necessary and as ordered by the Engineer, to remedy the situation. An extension of time will be allowed in proportion to the delay incurred. The Contractor shall proceed in accordance with the revised written instructions of the Engineers. A reasonable interval of time shall be allowed the Engineers for preparing such revisions.

E. Access to various municipal structures shall not be obstructed by the Contractor to prohibit use of hydrants, valves, manholes, fire alarms, etc. The Contractor is to make no connections to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system, without first giving twenty-four (24) hours notice to the Owner, and securing his approval of the proposed action.

If it becomes necessary to shut off the water service, consumers so affected shall be notified at least three (3) hours before by the Contractor, and in the case of industry, provide reasonable notice considering his requirements.

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49. SUPERVISION COMPETENT WORKERS

The Contractor shall give the work his personal attention. He shall keep on the work at all times, from the start to the final acceptance of the work a superintendent who, in the absence of the Contractor, shall receive orders and directions from the Engineer. The superintendent shall have full authority from the Contractor to execute these orders without delay and to supply materials, equipment and labor.

The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor. The Superintendent shall represent the Contractor in his absence and all directions given to him, verbally or otherwise, shall be as binding as if given to the Contractor. Important verbal directions will be confirmed in writing by the Engineer to the Contractor. Other verbal directions will be so confirmed on written request of the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention. The Engineer shall not be responsible for the acts or omissions of the Superintendent or his assistants.

The Contractor shall employ only competent and efficient workmen and first class mechanics or artisans for every kind of work. Whenever, in the opinion of the Engineer, any man is unfit to perform his task, or does his work contrary to directions, or conducts himself improperly, the Contractor must remove him immediately from the project upon the Engineer's written request.

50. INSPECTORS

Duly authorized Inspectors who shall perform their duties under the direction of the Engineer will be assigned to the work or each part thereof.

No Contractor shall refuse to allow representatives of the State and Federal Agencies to gain access to the project and to make such inspections as are required.

A. All material and workmanship shall be subject to inspection, examination and testing by the Engineer, and other representatives of the Owner at any and all such times during manufacture and/or construction, and at any and all places where such manufacture and/or construction are carried on.

B. The Contractor shall execute his work in the presence of an Inspector and during the working hours of the day unless specifically directed otherwise and shall afford every facility for inspecting the

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materials and work at all times. The presence of the Inspector shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications.

C. The Contractor shall keep a job diary listing the activities performed, the personnel on the job site and any other noteworthy items. Such diary shall be available for the inspection of the Owner or the Engineer.

D. If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

E. At any time during the progress of the work, and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer, to disapprove or reject any work or materials at the time of inspection, shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective, or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the Engineer, and consistent with the intent of the Contract.

51. STORAGE AND HANDLING OF MATERIALS

A. The Contractor shall store his equipment and materials at the job site in a manner acceptable to the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations and rulings of proper public authority. He shall not store unnecessary materials or equipment on the job site. He shall enforce the instructions of the Owner and the Engineer respecting signs, advertisements, fire and smoking.

B. The Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.

C. The Contractor shall place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

D. Materials stored upon streets or roads shall be so placed as to cause minimum obstruction to traffic and to the public. Materials shall not be placed within 10 feet of fire hydrants. Gutters and drainage inlets shall be kept unobstructed at all times. The Contractor shall not store materials or encroach upon private property without the written consent of the Owners of such private property.

52. PROTECTION OF WORK AND MATERIALS

During the progress of the work, and up to the date of final acceptance, the Contractor shall bear all risk of loss and shall be solely responsible for the care and protection of all work and materials covered by this Contract.

All work and materials shall be protected against damage, injury or loss from any cause whatsoever and the Contractor shall make good any such damage or loss at his own expense before final payment is made.

53. PROTECTION OF TRAFFIC

A. The Contractor shall inconvenience traffic as little as possible and shall provide suitable barricades, red lights, "Danger" or "Caution" signs at all places where the work constitutes in any way a hazard to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

B. In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the work or visiting site.

C. The Contractor shall provide watchmen at particularly dangerous locations such as railroads heavily traveled roadways and similar locations, and where ordered by the Owner.

D. Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage or injury resulting from the work.

E. Arrangements for traffic protection and control, detours, barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities' requirements.

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54. TRAFFIC CONTROL.

Effects shall be made to preserve two lane traffic on all roads, except in areas where it becomes necessary, then one lane of traffic will be open for traffic. At all road crossings where "open cut construction" will be allowed one lane of traffic will be preserved.

When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the work. The Contractor shall provide uniformed signal men to direct traffic at major intersections and as directed by the Engineer.

No additional compensation shall be allowed for traffic control. All costs thereof shall be included in the lump sum and unit prices bid for the work.

55. WORK ALONG HIGHWAYS, RAILROADS, WATERWAYS, AIRPORTS, ETC.

Work along and under roads, railroads, waterways, airports, etc., shall be made in accordance with the Plans and Specifications, and in compliance with permits for the work issued by the Agency of jurisdiction, (see Par. 63) which permits the Contractor shall secure and pay for. The cost of any temporary structures, or facilities required by the agency having jurisdiction, shall be paid for by the Contractor. The cost of all additional insurance, etc. required by the permit shall be provided by the Contractor.

Any special backfill required and pavement replacement shall be paid under the appropriate bid items, unless otherwise indicated. All other work, materials and equipment shall be included in the construction prices, and no extra will be allowed for such construction. The Contractor shall determine the general requirements of permits of controlling agencies prior to submitting a bid.

The costs of flagging, protective personnel and engineering inspection provided by a railroad, airport, highway department, etc., shall be reimbursed by the Contractor. Costs arising from damage arising from the Contractor's work shall be reimbursed by the Contractor.

56. HOURS OF WORK

It is proposed that the work shall progress on the project every work day during the week and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the Engineer.

Night work after 9:00 p.m. and earlier than 6:30 a.m. shall not be performed without the consent of the Engineer.

57. TREACHER WEATHER

Work that would be subject to damage shall be stopped during ice, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. The Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted to proceed during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

If, in the opinion of the Engineer, any work or materials shall have been damaged or injured, by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

58. DUST HAZARD

If, in carrying out this contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor agrees to install, maintain and effectively operate such appliances and methods during the life of this contract; and in case of failure of compliance of the Contractor as provided by section 222-a of the Labor Law, its contract shall be void.

When directed by the Engineer, the Contractor shall sprinkle calcium chloride and/or water where directed and in such quantities and at such frequencies as may be required to control such dust and prevent it from becoming a nuisance to the surrounding area at no additional cost to the Owner. All roads must be maintained dust free at all times. Daily cleaning will be required.

59. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply First-Aid Service to any of his personnel who may be injured in connection with the work. The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or a subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

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60. TEMPORARY LIGHT AND POWER

Where there is more than one Contractor on a project involving structures or buildings, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under all Contracts, and to make all necessary arrangements therefor, including all required connections, ordering the meter, and paying all fees and inspection charges. In other instances it shall be the responsibility of the individual contractor, to furnish temporary light and power.

The General Contractor shall make the installation and service available to all Contractors, and any and all approved subcontractors, for their use in connection with their contracts. Removal of temporary facilities shall be by the General Contractor. The installation and meters shall remain until completion of the Project.

If, in the opinion of the Engineer, the facilities provided by the General Contractor are inadequate, the General Contractor will not be permitted to proceed with any portion of the work affected thereby.

All wiring for electrical light and power shall be installed and maintained in a first class manner, as ordered or approved, and at all points securely fastened in place. Unless otherwise permitted, circuits separate from lighting circuits shall be used for all power purposes.

61. TEMPORARY WATER SERVICE

Where there is more than one Contractor on a project, involving Structures and Buildings, it shall be the obligation and responsibility of the General Contractor to provide and maintain the temporary water service on the site of work suitable for all operations under the Contract, and to make all necessary arrangements and payments therefor.

The General Contractor shall make the installation and services available to all Contractors and to any and all approved subcontractors, for their use in connection with their Contracts. Removal of temporary facilities shall be the responsibility of the General Contractor. The installation and meters shall remain until used for same by each Contractor has ceased, or until completion of the Project.

The Contractor for each Contract shall provide, at his own expense, the water supply necessary for drinking purposes.

62. TEMPORARY HEATING

Where there is more than one Contractor on a project, each contractor shall provide temporary heat as required on account of work being carried on during cold weather and to prevent damage to the work. Heat shall be furnished when and as directed by the Engineer, by means of portable units. The Contractor shall provide and pay for all fuel used in the temporary facilities and shall provide proper smoke pipes or other means to prevent smoke or smudge from marking up walls, ceilings, or other parts of equipment.

63. SANITARY REGULATIONS AND PROVISIONS

When there is more than one Contractor on a project, the General Contractor shall provide ample washroom and toilet facilities and drinking water supply as required, and shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property.

Ample washroom and toilet facilities and a drinking water supply shall be furnished and maintained in strict conformity with State and County Health laws by the Contractor for the use of all employees and agents of the Owner connected with the work under this contract.

64. FIELD OFFICES-Omitted.

65. PROJECT SIGN-Omitted.

66. CLEANUP

During construction of the work, the Contractor shall at all times keep the site of the work and adjacent premises as free from material, debris and rubbish as is practical and shall remove the aforementioned from any portion of the site, if in the opinion of the Engineer such material, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

At the conclusion of the work and before final payment, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

ADMINISTRATIVE PROVISIONS

67. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, and shall assume all responsibility for damage to the Owner and defend all suits at his own expense arising through infringements of patent rights, connected with any or all of the materials, appliances, articles or systems used in the performance of this work, and shall pay all royalties on apparatus or methods installed by him.

The Contractor shall hold and save the Owner and its officers, agents, servants and employees, harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

68. PERMITS AND LICENSES

In general the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the proper and lawful prosecution of the work as required by the Agency having jurisdiction.

The fact that the engineer has staked out the project as shown on the construction drawings shall not absolve the contractor of the obligation to construct the improvements according to the requirements of permits to be issued by the various agencies. All work not in accordance with permits issued shall be removed by the Contractor at his own expense.

Where a particular agency requires that the permit and bond be obtained by the Owner, the Contractor shall so inform the Owner and the Engineer sufficiently in advance to allow the Owner to obtain said permits from the agency having jurisdiction. Any delays encountered by the Contractor due to lack of sufficient time to obtain permits shall be borne fully by the Contractor.

If changes in the work or alignment require that additional permit(s) be obtained, the cost for any delays in construction shall be borne by the Contractor.

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69. LAWS, TAXES

A. The Contractor shall comply with all laws, ordinances, rules and regulations affecting the work, and shall give proper public authorities all requisite notice in connection with the work. The Contractor shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances, and should he perform any work called for by the specifications or drawings, knowing it to be contrary to such laws, regulations, rules, and ordinances, and without notifying the Engineer, in writing, and obtaining written consent to proceed, he shall bear all costs and damages arising therefrom.

B. The Contractor shall pay all taxes, applicable to the work and materials supplied under this contract, it being understood that in no case shall any such tax be borne by the Owner.

70. HOURS AND WAGES

A. No Laborer, workman, or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in case of extra-ordinary emergency as described in Section 220(2) of the N.Y. State Labor Law.

B. The wages and supplements to be paid to laborers, workman or mechanics performing work under this contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law. The prevailing rate of wages shall be attached to the bid of the contractor herein.

C. There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project under this contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

D. Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the classifications, of the various State and Federal Agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of the Owner's Engineer or its

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other authorized representatives, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

E. The foregoing specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the Contractor.

F. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated officials.

71. POSTING MINIMUM WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged. On projects involving both State and Federal Agencies the Contractor may be required to post both State and Federal Wage Rates, the higher of which shall apply in any classification.

72. PAYROLL RECORDS

The Contractor will be required to furnish to the Engineer duplicate copies of all payrolls incurred as a result of work on the project. Payrolls are to be submitted on forms to be supplied by the Owner or the Federal or State Agency having jurisdiction not later than three days after the close of any payroll period.

73. APPRENTICES

The minimum wage rates, if any, herein specified, for apprentices, shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any subcontractor shall not exceed the number permitted by the applicable standards of the United States Department of Labor or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trade of occupations.

74. COMPUTATION OF WAGES ON EIGHT HOUR DAY: OVERTIME COMPENSATION

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basic day rate of 8 hours per day.

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8 hours of continuous employment, except for lunch periods, constituting a day's work when a single shift is employed, and 7-1/2 hours of continuous employment, except for lunch periods constituting a day's work when 2 or more shifts are employed. Work in excess of 8 hours per day shall be permitted upon compensation when a single shift is employed, at a minimum of 1-1/2 times the basic rate of pay (i.e., the rate actually payable to the laborer or mechanic, which may be higher but not lower than the minimum wage set forth in the foregoing schedule) for all hours worked in excess of 8 hours, on any one day, or any time during the interval from 5 p.m. Friday to 7 a.m. Monday, or on holidays, and when two or more shifts are employed, at a minimum of 1-1/2 times the basic rate of pay for all hours worked in excess of 7-1/2 hours on any one day or at any time during the interval from Friday midnight to Sunday midnight. The provisions of this article shall not limit agreements to the contrary mandatory overtime compensation in excess of that stipulated herein and such extra compensation shall not constitute a claim for additional compensation under this contract.

75. WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the Employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this contract.

76. PAYMENT OF EMPLOYEES

The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276 (c) and any amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly statements of compliance. In case of subcontracts, the Contractor shall cause appropriate provision to be inserted in any subcontracts for the work which he may let to insure compliance with said Anti-Kickback law by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of all statements of compliance required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exceptions from the requirements thereof.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project wages in full in cash and not less often than once every other week, less legally required deductions. Provided,

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that when circumstances render payment in cash infeasible or impracticable, payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker. In any event records of such payment, deductions, and hours worked shall be provided each employee with each payment of wages.

77. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 per cent thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

78. NOTICE TO PROCEED

Work shall be started on the contract within 5 days of the Notice to proceed given by the Engineer. If the Contractor starts work prior to the Notice to proceed, such action shall be deemed a waiver of such notice.

79. CONSTRUCTION SCHEDULE

A. Within 5 days after the date of the Notice to Proceed with this contract, the General Contractor on a project involving structures or buildings or coordination with other contractors shall submit to the Engineer for approval, six copies of his own proposed construction schedule showing in detail the proposed sequence of the work, the plant and means and methods of construction to be employed, and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time. If so required, the schedule shall be revised until it is approved by the Engineer.

After approval, sufficient additional copies of the approved schedule shall be submitted to the Engineer for transmittal of two copies to each of the other contractors, who shall then prepare and submit their own work schedules for approval.

The Contractor on each Contract shall adhere to the approved work schedule for his Contract. In the event a Contractor does not adhere to his work schedule and causes other contractors to be damaged, the Contractor causing the delay shall save the Owner and Engineer harmless from all actions and charges of the other Contractors against the Owner or Engineer caused

by said delay. When necessary the engineer shall make such changes in the construction schedule as he may deem necessary.

B. The General Contractor shall be responsible for the proper coordination of all work so as to maintain the schedule as approved. Should any Contractor fail to adhere to any phase of the approved schedule he shall promptly adopt such additional means or methods of construction, including overtime, as may be required to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the Owner.

C. Failure to progress the work in accordance with the schedule submitted and approved by the Engineer, may at the discretion of the Engineer be construed as a failure to comply with the terms of the contract and the Owner may thereupon cancel the contract in accordance with Article 102 of these specifications.

30. ADDITIONAL SUBMITTALS

The Contractor shall also furnish on forms to be approved by the Owner: (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodical itemized estimates of work done for the purpose of making partial payments thereon. As specified in Section 98 the values employed in making up any of these schedules will be used only in determining the percent completion on the job site.

31. SUBCONTRACTING

(a) The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors; provided that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so: Provided further, that if the Owner shall determine that the performance of any specialty work by specialty subcontractors will result in materially increased cost or inordinate delays, the requirements of this paragraph shall not apply.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Engineer a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Engineer may require to make recommendations to the Owner. The Owner will then notify the Engineer of its decision, who shall make such decision known to the Contractor. Where so stipulated by a State or Federal Agency having jurisdiction, the approval of the Engineer will also be required prior to the award of a subcontract.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

32. COORDINATION WITH OTHER CONTRACTORS

A. On a project involving structures or buildings, the General Contractor shall be responsible for the coordination of the entire project including the work of all other contractors. Cooperation will be required in the arrangement for the storage of materials and in detailed execution of the work. The General Contractor, including his subcontractors, shall keep himself informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors, where such defective workmanship will interfere with his own operations. Failure of the General Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

B. The General Contractor shall cooperate with the Engineer and other Contractors to the fullest extent to prevent delays and increased costs in the overall project. He shall familiarize himself with the work of others whose work affects or ties in with his own, and he shall be fully responsible for the finished result of his own work.

Extra cost caused by defective or ill-timed work or by the neglect or refusal of the Contractor to provide or complete any portion of his work at the proper time and in the proper manner, shall be borne by the Contractor and at no additional cost to the Owner.

C. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place, and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

D. Each Contractor shall provide all openings, chases, etc., required to fit his own work and that of the other Contractors, as shown on the Contract Drawings, or reasonably implied thereby, as confirmed or modified by shop, setting or erection drawings approved by the Engineer.

Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall be provided and placed by the installer of the pipes or conduits. Where hanger inserts and similar items are required, they shall be furnished and placed by the installer of the pipe or other equipment requiring the hangers.

Any cost caused by defective, ill-timed, or misplaced work shall be borne by the contractor responsible therefor. No Contractor shall endanger any work by cutting, digging or otherwise, and no Contractor shall alter the work of any other Contractor without the consent of the Engineer and the Contractor involved.

E. In disputes between contractors the decision of the Engineer shall be binding upon all parties.

83. CHANGES IN THE WORK

A. The Contractor shall do such additional work, other than that designated in the estimate of quantities, as may be ordered in writing by the Engineer, to complete fully the work as planned and contemplated.

B. The Engineer shall have authority to order minor changes in the work not involving an adjustment in the contract sum or extension of the contract time and not inconsistent with the intent of the contract documents. No change other than such minor changes shall be made unless in the form of a written order from the Engineer, countersigned by the Owner, and no claim for an addition to the contract sum shall be valid unless so ordered.

C. The value of any change shall be determined by one or more of the following methods:

- (a) By prices specifically named in the specifications or proposals.
- (b) By acceptance of agreed unit prices based on the estimated cost plus overhead and profit as applicable.
- (c) By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- (d) By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
- (e) By estimate of the value as deductible from the approved detailed estimate.

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined following. Overhead shall be considered to include, but not be limited to insurance bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

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Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

- Item 1 - Cost of materials delivered to the job site for incorporation into the contract work.
- Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
- Item 3 - Premiums or taxes paid by the contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
- Item 4 - Sales taxes paid as required by law.
- Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer-in-charge. The rate of self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the Engineer-in-charge may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the contractor, and as approved by the Engineer-in-charge, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
- Item 6 - When the material furnished under item (1) is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When the salvage value of salvable material furnished under item 1 exceeds the cost of salvage, a suitable credit shall be given the Owner.

Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Owner to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.

If the work is done directly by the contractor, overhead in an amount of 10% may be added if method (b), (c) or (d) is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the following paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

If the work is done by a subcontractor, subcontractor's overhead in the amount of 5% may be added to cost of labor and materials if method (b), (c) or (d) is used and to the cost of labor and materials plus overhead there may be added 10% for the subcontractor's profit. To this amount there may be added 10% for the contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of changes under a contract exceeds \$75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime contractor shall be reduced to 5%, and the combined overhead and profit of 10% applied to subcontract billings shall be reduced to 5%. In addition, on all individual change orders in excess of \$75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the prime contractor, and the combined prime contractor's overhead and profit allowance applied to subcontract billings shall be no more than 5%.

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

In computing the value of a change order which involves additions and deductions of work and the added work exceeds the omitted work, overhead and profit shall be computed on the amount by which the cost of additional labor and material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by method (a).

In computing the value of a change order which involves deductions and additions of work and the omitted work exceeds the added work, the Contractor will be allowed to retain the overhead and profit on the amount which the omitted work exceeds the added work, except that no overhead and profit shall be retained on value of work determined by method (a).

The Contractor may retain overhead and profit on a change order which involves deductions only, except that no overhead and profit shall be considered on value of work determined by method (a).

The Owner shall reimburse the Engineer for the additional costs to audit and control expenditures by the Contractor under this section.

84. CLAIMS FOR EXTRA COST

If the Contractor claims that any work involves extra cost under the Contract, he shall give the Engineer written notice thereof immediately, and in any event before proceeding to execute the work; except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

85. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer and Owner deem it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Sum shall be made therefor.

86. TIME OF THE ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence of the Contract.

87. DELAYS AND EXTENSION OF TIME

A. If the Contractor shall be delayed in the completion of his work by reason of unforeseen causes beyond his control and without his fault or negligence, including, but not restricted to acts of God, or the public enemy, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotions, freight embargoes, or priority regulations, the period hereinafter specified for completion of his work shall be extended by such time as shall be fixed by the Engineer.

B. No extensions of time shall be deemed a waiver by the Owner of his right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligation hereunder.

C. No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuous cause of delay, only one claim is necessary.

D. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

88. CONNECTION OF WORK BEFORE FINAL PAYMENT

A. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. Acceptance of material and workmanship by the inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

B. If the Contractor does not remove such condemned work and materials within 10 days after written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within 10 days' time thereafter, the Owner may, upon ten days written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceed thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

C. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

D. Neither the final certificate, nor payment, nor any provision in the plans and specifications shall relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final certificate. The Owner shall give notice of observed defects with reasonable promptness.

89. WARRANTY AND MAINTENANCE

A. After acceptance of the work by the Owner and Engineer, 100% of the contract price will be due and payable to the Contractor.

B. The Contractor shall maintain the work, including, but not limited to backfill, disturbed utilities, and properties, and restored pavements and driveways which have been a part of or have resulted from work under this Contract against defects of workmanship and materials and settlement of backfill for a period of one (1) year from the date of issue of the

Certificate of Completion. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, the Contractor shall within 7 days after receipt of notification of such defects, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship which may develop during the guarantee period shall be at the expense of the Contractor. If the Contractor delays beyond twelve (12) days from the date of said notice, the Owner may proceed to have the work done and charge the same to the Contractor and his Surety on the Performance Bond.

C. Final payment for the work shall be retainage withheld by the Owner less any charges for corrective work or damages for defective equipment, materials and workmanship or occasioned in correcting the same.

90. SURETY BONDS

The Contractor shall furnish and pay for surety bonds each in an amount at least equal to 100 percent of the contract price as security for the faithful performance of the contract and for the payment to all persons performing labor and furnishing materials in connection with the contract. The surety shall be in such form or forms as the Owner may prescribe and with such sureties as he may approve.

91. DELETED

92. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall, in the Owner's opinion, cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond in such form and sum signed by such other sureties, as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor be made until the new sureties shall have qualified.

93. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit which certifies so far as he has knowledge or information that the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. Upon request of the Owner, the Contractor shall at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract.

94. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due to him hereunder, without the prior written consent of the Owner.

95. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

96. NO WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or stopped by any measurement, estimate, or certificate, made or given by them, or any agent or employee of the Owner, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the project and payment thereof pursuant to any measurement, estimate, or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor, or from showing at any time, that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or materials, or any part thereof do not conform in fact to the specifications and contract, and the Owner shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurements, estimates, certificate, or payment be found, or be known to be inconsistent with the terms of the contract or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurement, estimate, certificate or payment in accordance therewith, from demanding and recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the specifications and contract, or on account of any overpayment or overpayments made on any estimate or certificate. Neither the acceptance of the Engineer or any agent or employee of the Owner, nor any estimate or certificate by the Engineer, for any payment of money, nor any payment, for, nor acceptance of the whole or any part of the work by the Owner, or the Engineer nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any portion of the contract or of any power herein reserved by the Owner or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

97. COMPENSATION TO BE PAID TO CONTRACTOR

The Contractor will be paid the bid unit and lump sum prices for the quantities of work which he performs, under the items of work included in the Contract. The sum total for these items shall constitute full payment for the job complete, tested, and ready for use.

98. ESTIMATES AND PAYMENTS

A. In computing the amount of the estimates of work done, the unit prices bid will be used when the bid is on a unit price basis. On lump sum bids the Contractor shall within three weeks after award of the Contract prepare and submit to the Engineer for approval a complete breakdown of all lump sum bid prices contained in the Contract with the total prices apportioned into component parts of the various types and categories of material and labor involved in each lump sum item. After approval by the Engineer, this breakdown will be used as a basis for preparing partial estimates and establishing progress payments.

B. When the project has been completed in accordance with the plans and specifications, and has been accepted, payment in full will be certified by the Engineer provided the work is accepted on or before the specified completion or any authorized extension thereof.

In making up the final estimate, the linear measurement made along the horizontal axis of the surface of the finished work will be considered the length of the work. All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor.

The final certificate will constitute the acceptance of the work by the Owner except as to the work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the work.

C. For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

D. The acceptance by the Contractor of final payment shall be, and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for each act and neglect of the Owners and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract, the Performance Bond, or the Guarantee Bond.

99. OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor so much of any approved payments due him as may in the judgement of the Owner be necessary:

- (a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

- (b) to protect the Owner from loss due to defective work not remedied; or
- (c) to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, sub-contractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

100. FINAL INSPECTION AND TIME OF COMPLETION

A date for final inspection of the work by the Engineer and Owner shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the respective contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.

After these tests, the respective contractors shall certify in writing to the Engineer and Owner that they have observed such tests, and that they approve of the installation and operation. The duration of the tests shall be not less than 24 hours.

The work will be deemed complete as of the date so set by the Contractor, if, upon such inspection the Engineer determines that no further work remains to be done at the site. However, if such inspection, in the opinion of the Engineer, reveals items of work still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, under any reinspection, the Engineer determines that the work is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not less than one (1), nor more than ten (10) days after the date of the request therefor.

In the event that certain portions of the work are required to be placed in use before completion of all work included under the Contract, the Contractor shall request an inspection of such portions of the work so required in the same manner as specified above for final inspection.

During such inspections, the work shall be clean and free from materials which would interfere with the inspection.

In no case will the final estimate be prepared until the contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the work has been properly and satisfactorily constructed in accordance with the requirements of the Plans and Contract Documents.

101. CERTIFICATE OF COMPLETION

Upon the completion of all work whatsoever required, the Engineer shall file a written certificate with the Owner, and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.

102. RIGHT OF THE OWNER TO TERMINATE

A. Right of Owner to Terminate this Contract.

- IF (a) The Contractor shall be adjudged bankrupt or makes an assignment for the benefit of creditors, or files a petition under Chapter X or XI of the Federal Bankruptcy Act.
- (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property, and shall not be dismissed within 20 days after such appointment, or the proceeding in connection therewith shall not have been stayed on appeal within the said 20 days, or
- (c) The Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (d) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within the said period, or in accordance with his Schedule of Progress as submitted with his bid, or
- (e) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(F) The Contractor shall fail or refuse to regard laws, ordinances, rules and regulations or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of this Contract.

Then, and in such event, the Owner, without prejudice to any other rights or remedy it may have, may, by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work, and all materials and construction plant, then on the site of the work, and may thereupon call upon the surety to complete the contract or the Owner may, at its option, proceed to complete the work, either by day work or contract, and any funds retained by the Owner and any sum realized from the material and equipment reverting to the Owner shall be applied to pay for the completion of the Project. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. Nor shall the Contractor be entitled to any damages on account thereof, nor shall such annulment affect the right of the Owner to recover against the Contractor or his surety damages which may arise. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work, such material, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefor. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

Before declaring the contract null and void, the Owner through the Engineer, shall serve upon the Contractor and his surety a copy of the certificate of the Engineer hereinabove referred to, together with a notice in writing, requiring him and it to show cause at a time not later than ten days after the date of said notice at a place to be therein designated, why his said contract should not be declared null and void.

The Owner, through the Engineer, shall notify, in writing, both the Contractor and the surety, if it decides to cancel the contract following the expiration of the seven days' notice.

B. Right of the Owner to Require That the Contractor Terminate a Subcontract.

Where a sub-contractor's work is unsatisfactory, or where a Federal or State Agency having jurisdiction advises the Owner that a subcontractor is not, or has ceased to be acceptable to the agency, the Contractor shall terminate the subcontract. The Contractor shall hold the Owner and the Engineer harmless from and against any claims and litigation resulting from such termination of a subcontract.

103. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any other public authority, for a period of three months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may upon 10 days notice to the Owner, discontinue his performance of the work and/or terminate the Contract, in which event the liability of the Owner to the Contractor shall be determined as provided in Article 102 except that the Contractors shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder.

104. REMOVAL OF EQUIPMENT AND SUPPLIES

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

105. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer thereof immediately thereafter.

Where the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, upon authorization from the Engineer to prevent such threatening injury or damage he shall act as instructed, or authorized by the Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided in Section No. 83 of "General Contract Conditions" for the determination of compensation to be paid for extra work.

106. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall procure and maintain at his own expense, and without expense to the Owner, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, in insurance companies authorized to do such business in the State in which the project is to be performed, covering all operations under the Contract, whether performed by him or by subcontractors. Before commencing the work, the Contractor shall furnish to the Owner, a certified copy of the original policy, and such number as Owner may request of a Certificate or Certificates of insurance in

form satisfactory to the Owner, showing that he had complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until 15 days written notice has been given to the Owner.

- (a) Workmen's Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the New York State Workmen's Compensation Law covering all operations under the Contract, whether performed by him or his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workmen's Compensation Law. (State Finance Law, Section 142):
- (b) Liability and Property Damage Insurance. Unless otherwise specifically required by special specifications, each policy with limits of not less than:

<u>Bodily Injury</u>	<u>Liability</u>	<u>Property Damage</u>	<u>Liability</u>
Each Person	Each Accident	Each Accident	Aggregate
\$250,000	\$1,000,000	\$500,000	\$1,000,000

for all damages arising during the policy period, shall be furnished in the types specified, viz:

1. Contractor's Liability Insurance issued to and covering the Liability for damages imposed by law upon the Contractor with respect to all work performed by him under this Contract;
2. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under this Contract performed for the Contractor by subcontractors;
3. Owner's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Owner with respect to all operations under this Contract by the Contractor or by his sub-contractors, including omissions and supervisory acts of the Owner and of the Agents and employees of the insured. Such insurance shall name as an additional assured or assureds the person, persons or corporation specified in this Contract and the Engineers and architect of the Owner and/or the agents, inspectors and employees of this or any other municipal body or public utility which may have granted permits in connection with the work.

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4. Contractual Liability insurance issued to and covering the liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under this Contract by the Contractor, or by his subcontractors.
5. Prior to the storage or use of explosives, the Contractor shall provide evidence of increase in limits of Liability, Property Damage and Contractors Protective Public Liability Insurance to: Bodily Injury \$2,000,000. each accident; Property Damage \$500,000. each accident.
6. Contractor's Automobile Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract Automobile Bodily Injury Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident and Automobile Property Damage Liability Insurance in an amount not less than \$150,000.

(c) Fire Insurance

The Contractor shall effect and maintain fire and extended coverage insurance and shall also insure against the perils of tornado, vandalism and malicious mischief, upon all the work in place, and all materials stored at the building site, whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to the full insurance value thereof at all time, and shall be for the benefit of the Owner, the Contractor, and such subcontractor as their interest may respectively appear. The Owner shall be furnished with a certified copy of the policy as soon after the work has started as is practicable, and in any event, prior to the issuance of the first certificate for partial payment under the Contract.

(d) Additional Insurance

The Contractor shall effect and maintain at his own expense such additional insurance policies as are required by the various public agencies, railroad companies, utility companies, etc., that have jurisdiction over or adjacent to the construction site.

(e) Certificate of Insurance

The Contractor shall furnish Certificates of Insurance on each subcontractor employed in the performance of the work under this Contract, showing the said subcontractors have complied with all requirements of this Contract with reference to insurance to be furnished by such subcontractor.

107. OWNER'S LIABILITY INSURANCE

For the duration of this contract, the Contractor shall maintain insurance in the name of the Owner for the same limits of liability and containing the same specific endorsements which the Contractor places on the insurance required in Paragraph 106. This insurance shall conform to the requirements and restrictions imposed by Paragraph 106. Original and one certified copy of the policy shall be filed with the Owner.

108. INDEMNITY, DEFENSE OF ACTIONS OR SUITS

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees that shall or may happen to the said work or to any part or parts thereof, or to any materials, building, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, nor shall the Owner be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damage to any property, whether belonging to the Owner or to others, occurring during or resulting from the said work. The Contractor also agrees that he will properly guard against all such injuries, damages and compensation. The Contractor also agrees that he shall at all times indemnify and save harmless the Owner, its officers and agents against all such injuries, damages and compensation arising or resulting from causes other than its neglect.

The Contractor will, at his own expense, defend, indemnify and save harmless, and make good any damage and/or physical injuries that shall in the course of the work and construction under this Contract be done or caused to any adjacent, abutting, or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under or overhead) and structures of all kinds, lessees, operators or occupants of any buildings and/or structures.

109. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor, or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

In all disputes between contractors whose agreement cannot be reached between the various parties, the decision of the engineer shall be binding.

110. ENGINEER'S CONTROL SHALL NOT LIMIT CONTRACTOR'S RESPONSIBILITY OR RISK

The Contractor shall be solely, completely and continuously responsible, during the performance of this contract, including such periods during which actual work may not be in process such as normal non-working hours, holidays, Saturdays and Sundays, strikes, for the conditions of the job site, which responsibility shall include the safety, directly or indirectly, of all persons and property involved in, related to or entering into or in the proximity of said job site whether or not such involvement, relation or entry is for performance of work or provision of services under this contract, and shall be held liable for any bodily injury, death or property damage arising, due to job site conditions, out of or contingent to the performance of all work under this contract.

He shall take all necessary precautions to prevent the same. Neither the completion of the work nor the final payment therefor shall discharge the Contractor from his responsibility for any claims from injury to persons or property which may have arisen during the work.

The requirement herein included in Section 19 that all work shall be subject to the control of the Engineer shall not be construed as requiring that the Engineer be responsible, in any way, for the adequacy or inadequacy of any action taken or not taken by the Contractor which affects or might affect the safety of any individual or property, either directly or indirectly, during the performance of this contract and the Engineer shall be held blameless and shall accrue no liability for any bodily injury, death or property damage arising out of or contingent to the performance of all work under this contract.



PERFORMANCE BOND

THE ETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

that UNION CONCRETE & CONSTRUCTION CORP., 105 Center Road, West Senca, New York
(Here insert name and address or legal title of Contractor) 14224

Principal, hereinafter called Contractor, and THE ETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto TOWN OF CHEEKTOWAGA, Cheektowaga, New York
(Name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Seventy-nine thousand four hundred twelve dollars and 50/100 cents

Dollars (\$79,412.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has written agreement dated May 31, 1974 entered into a contract with Owner for THE BANK PROTECTION OF SLATE BOTTOM CREEK, Cheektowaga, New York--North Bank, each side of Towers Blvd. (2650 linear feet plus or minus-slope protection)

in accordance with drawings and specifications prepared by TOWN OF CHEEKTOWAGA, Cheektowaga, New York
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and

make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 31st day of May

In the presence of:

Irine Wuych

A. D. 19 74
UNION CONCRETE AND CONSTRUCTION CORPORATION (Seal)

BY: *George G. Hill*
George G. Hill, President (Title)

THE ETNA CASUALTY AND SURETY COMPANY (Surety)

By: *Stephen H. Gow*
Stephen H. Gow (Title)
Attorney-in-Fact

#17

#18



**LABOR AND MATERIAL
PAYMENT BOND**

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

THIS BOND IS ISSUED SIMULTANEOUSLY WITH
PERFORMANCE BOND IN FAVOR OF THE OWNER
CONDITIONED ON THE FULL AND FAITHFUL
PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

that **UNION CONCRETE & CONSTRUCTION CORP.**, 105 Center Road, West Senca, New York
14224
(Here insert full name and address or legal title of Contractor)

Principal, hereinafter called Principal, and **THE AETNA CASUALTY AND SURETY COMPANY**, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto
TOWN OF CHEEKTOWAGA, Cheektowaga, New York
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Seventy-nine thousand four hundred twelve dollars and 50/100 cents**

Dollars (\$79,412.50)

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **May 31, 1974**, 19 . entered into a contract with Owner for **THE BANK PROTECTION OF SLATE BOTTOM CREEK, Cheektowaga, New York--North Bank, each side of Towers Blvd. (2650 linear feet plus or minus-slope protection)** in accordance with Drawings and Specifications prepared by **TOWN OF CHEEKTOWAGA, Cheektowaga, New York**
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

1. THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, Principal shall promptly make payment to all claimants as hereinafter defined, for labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant: a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which

said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond

Signed and sealed this **31st** day of **May**

Gene W. [Signature]
(Witness)

Gene W. [Signature]
(Witness)

¹⁹⁷⁴
UNION CONCRETE & CONSTRUCTION CORP.

(Principal) (Seal)
BY: George C. Hill
George C. Hill, President (Title)

THE AETNA CASUALTY AND SURETY COMPANY
By Stephen H. Gow
Stephen H. Gow (Attorney-in-Fact)

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THE AETNA CASUALTY
AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No. _____

**PERFORMANCE BOND
AND
LABOR AND MATERIAL
PAYMENT BOND**

Issued for TOWN OF CHEEKTOWAGA

Nature of Work _____

Date of Contract _____

Date of Bond _____



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Stephen H. Gow** - -

of **Buffalo, New York** its true and lawful Attorneys-in-Fact, with full power and authority, hereby conferred to sign execute and acknowledge, at any place within the United States, or, if the following line be filled in within the area there designated the following instrument(s)

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign, with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President pursuant to the power prescribed in the certificate of authority of such Resident Vice President and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary or (b) duly executed under seal, if required by one or more Attorneys-in-Fact pursuant to the power prescribed in this or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Secretary and its corporate seal to be hereto affixed this **7th** day of **December**, 19 **73**

THE AETNA CASUALTY AND SURETY COMPANY



By **R. T. Rippe**
Secretary

State of **Connecticut**
County of **Hartford**

On this **7th** day of **December**, 19 **73**, before me personally came **R. T. RIPPE** of **Secretary** to me know, who being by me duly sworn, did depose and say that he is **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



By **Mary Houghton**
Notary Public

CERTIFICATE
I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company in the City of Hartford, State of Connecticut Dated this **31st** day of **May**, 19 **74**



By **B. I. Reddick**
Secretary



THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

**ATTORNEY - IN - FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION**

State of New York, County of **Erie** } ss.
On this **31st** day of **May**, 19**74**, before me personally appeared **George C. Hill**
to me known, who, being by me duly sworn, deposes and says: That he resides in the City of **West Seneca, New York**
that he is the **President** of **Union Concrete & Construction Corp.**
the corporation described in and which executed the within instrument; that he knows the seal of said Corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name there-
to by like order.

PRINCIPAL'S ACKNOWLEDGMENT - IF INDIVIDUAL OR FIRM

State of New York, County of _____ } ss.
On this _____ day of _____, 19____, before me personally appeared _____ described in and who ex-
to me known to be (the individual) (one of the firm of) _____
ecuted the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of **Erie** } ss.
On this **31st** day of **May**, 19**74**, before me personally appeared **Stephen H. Gow**
to me known, who, being by me duly sworn, did depose and say: That he resides in the City of **Buffalo, New York**
that he is Attorney-in-Fact of **THE AETNA CASUALTY AND SURETY COMPANY**, the corporation described in and which executed the within instru-
ment; that he knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by
him; and that he signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose
and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the
year 1939, constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law as amended, issued to **THE**
AETNA CASUALTY AND SURETY COMPANY his certificate that said Company is qualified to become and be accepted as surety or guarantor on all
bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

DAVID E. JOHNS
Notary Public for the State of New York
Office at _____
My Notary Public Expires **March 31, 1975**

Use alone, or with S-1921 (M),
S-1922 (M), or S-1923 (M),
S-1879 (M) 4-73

**THE AETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT 06115
FINANCIAL STATEMENT AS OF JUNE 30, 1973
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 25,000,000**

ASSETS		LIABILITIES	
Cash	23,479,188	Unearned premiums	483,985,777
Bonds	830,788,617	Losses	861,092,007
Stocks	820,959,445	Loss adjustment expenses	125,470,658
Multi-year contracts	1,300,000	Accrued expenses and other liabilities	120,674,659
Receivables	3,945,088	Federal income taxes	7,385,167
Investment contracts		Reserve for reinsurers (companies not authorized in New York)	9,153,691
Other assets	16,817,133	Total liabilities	\$ 1,607,761,959
	173,189,808	Investment contingency reserve and other special surplus funds	190,059,170
	85,982,996	Capital stock	25,000,000
		Paid in surplus	23,020,050
		Other surplus	110,621,096
		Surplus to policyholders	348,700,316
Total Assets	\$ 1,956,462,275	Total	\$ 1,956,462,275

Assets not covered by this statement are \$ 30,063,114

in above statement are deposited with public authorities, as required by law.

PROPERTY COMPANY
06115
Office
:000

Item No. 3 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: Councilman Swiatek

Item No. 4 Award of bid for Garbage Refuse Site

Motion by Supervisor Weber, Seconded by Councilman Wasielewski

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on May 28th, 1974 for the furnishing of a garbage refuse dumping site and/or transfer refuse dumping station for the Town of Cheektowaga, as a result of advertisement therefor, and such bids were referred to the head of the Sanitation Department and the Town Board for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been completed
THEREFORE, BE IT

RESOLVED that the contract for the furnishing of a garbage refuse dumping site and/or a transfer refuse dumping station for the Town of Cheektowaga be awarded to Land Reclamation, Inc., 1300 Military Road, Kenmore, New York, said company being the lowest, sole responsible bidder.

* See next few pages

* This item was withdrawn and readvertised at the next meeting on June 3rd, 1974.

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N. York Public
HE STATE OF N.Y.S.A.

83,985,777
61,092,007
25,470,658
20,674,659
7,385,167
9,153,691
607,761,959

348,700,316
956,462,275

by law.

#17

#18

Item No. 4 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Meyers, Halicki, Wasielewski
NAYES: Councilman Johnson
ABSENT: Councilman Swiatek

Item No. 5 Motion by Councilman Wasielewski, seconded by Councilman Meyers
to adjourn the meeting.

MARY F. HOLTZ
Deputy Town Clerk

5/28/74

#17

#18

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 3rd day of June, 1974 at 2:30 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Kenneth J. Meyers
Councilman Frank E. Swiatek
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Benedict T. Holtz, Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney; Chester Bryan, Town Engineer; Carl Trafalski, Building Inspector; Andrew Schwenk, Town Assessor; Dr. Louis Vendetti, Health Officer.

I. BIDS

Item No. 2 Resilient Rubber Flooring for Ice Rink.
Referred to Chester Bryan, Town Engineer.

Item No. 3 8" Tile Pipe in Sanitary Sewer District #5; Cayuga Road.
Referred to Chester Bryan, Town Engineer.

II. PUBLIC HEARINGS

Item No. 4 This being the time and place advertised for a public hearing on the proposed amendment to the Traffic Ordinance of the said Town of Cheektowaga, which was adopted on July 17th, 1967, hereinafter more particularly described the Supervisor directed the Town Clerk to present proof of the publication and posting of the notice of hearing. The Town Clerk presented proof that such notice has been duly published and posted, and upon the order of the Supervisor such proof was duly filed.

ARTICLE X

PARKING, STANDING AND STOPPING

SECTION 102. Is amended by adding thereto the following titles as shown.

NO PARKING ANYTIME

FOISSET AVENUE: EASTSIDE: South from Maplevue Road to Huth Road.

ONTARIO DRIVE: WESTSIDE: North from Huth Road then East on Northside to Foisset Drive.

ARTICLE VIII

STOP AND YIELD INTERSECTIONS

SECTION 80. Is amended by adding thereto the following intersections.

Item No. 4 Cont'd

<u>STREET</u>	<u>DIRECTION</u>	<u>ENTRANCE STREET</u>	<u>TRAFFIC STOPS</u>	<u>SIGN LOCATION</u>
BERYL DR.	EAST-WEST	FLORIES CT.	NORTHBOUND	S.E. COR.
AUTUMNWOOD DR.	EAST-WEST	HILLWOOD DR.	NORTHBOUND	S.E. COR.
SETON RD.	EAST-WEST	S. ROYCROFT BLVD.	SOUTHBOUND	N.W. COR.

Schedule A

The Supervisor announced that the Town Board would hear all persons interested in the subject of the hearing. No persons appearing in opposition to the proposed amendment, the Supervisor declared the hearing closed.

A decision on said Amendment to the Traffic Ordinance was not reached at this time, however; the item was referred to the Honorable Members of the Town Board.

III. GENERAL COMMUNICATIONS

Item No. 5 Erie County Health Department - Notification of public hearing on proposed changes to the Erie County Sanitary Code.
Received and Filed.

Item No. 6 Robert P. Thill, Lancaster Town Clerk - Copy of resolution RE: Petition to Amend the Zoning District Map of the Town of Lancaster - Transit Road.
Referred to Chester Bryan, Town Engineer.

Item No. 7 Hy-View Fire District No. 8 - Request help in getting fire hydrants installed.

Motion by Councilman Wroblewski, seconded by Councilman Halicki

WHEREAS, the Board of Fire Commissioners of Hy-View Fire District No. 8 have requested the installation of fire hydrants on Aero Drive, Rein Road, Pfohl Road and Scott Road, NOW, THEREFORE, BE IT

RESOLVED that the hydrants be installed by the Erie County Water Authority.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

IV. DEPARTMENTAL COMMUNICATIONS

Item No. 8 Motion by Councilman Wroblewski, seconded by Supervisor Weber

BE IT RESOLVED that the Building Permits submitted on June 3rd, 1974, be approved subject to the Building Inspector's Approval with the following exceptions and stipulations:

H E L D

Commercial Structure:

Richard B. Rapport (Take-Out Pizza)
2984 Union Road
Erect Store Building, est. cost \$18,000.00

6/3/74

Item No. 8 Cont'd

Multiple Dwellings -- Condominiums:

Marc Equity Corp.	7 Brookwood Circle
Marc Equity Corp.	8 Brookwood Circle
Marc Equity Corp.	5 Pebble Creek Drive
Marc Equity Corp.	6 Pebble Creek Drive
Marc Equity Corp.	88 Stoneybrook Circle
Marc Equity Corp.	97 Donnybrook Drive
Marc Equity Corp.	98 Donnybrook Drive
Marc Equity Corp.	99 Donnybrook Drive
Marc Equity Corp.	100 Donnybrook Drive
Marc Equity Corp.	86 Little Creek Drive

Approval also: The following building permit is subject to the Town Engineer's

Commercial Structure - Cowlesville Const. Co.
(Millic Development Inc.)
20 Dick Road
Erect Steel Warehouse, est. cost \$70,000.00

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 9 Town Clerk's Office - Call for public hearing for rezoning on 61
Bennett Road.

Motion by Councilman Wroblewski, seconded by Supervisor Weber

WHEREAS, Richard W. Gerlach of _____, Cheektowaga, New York
14227 has made application and requested the rezoning of property located at 61 Bennett
Road from R-Residential and RA-Apartment Districts to C-Retail Business District, Now,
therefore, BE IT

RESOLVED, that a Public Hearing be held regarding said request under
the provisions of the Zoning Ordinance on July 15th, 1974, at 7:00 o'clock P.M.,
Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union
Road.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald
public newspaper published at Depew
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 27 day of June
1974, and the last insertion being on the
day of same, 19.....

Richard Land Company's Survey,
bounded and described as follows:



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 15th day of July 1974 at 7:00 o'clock P.M. Eastern Daylight Savings Time of said day for the purpose of considering the application of Richard W. Gerlach to Rezone from Residential R-1A Apartment District to C-Retail District the property located at El Bennett Road and amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

All that Tract or Parcel of Land, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Farm Lot 10, Township 11, Range 7 of the

Subscribed and sworn to before me this 27 day

of June 19 74

Eleanor Measer

Notary Public in and for Erie County

Eleanor Measer

George J. Measer

75

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }

ss.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 15th day of July 1974 at 7:00 o'clock P.M. Eastern Daylight Savings Time of said day for the purpose of considering the application of Richard W. Gerlach to Rezone ~~from R-Residential to R-1A~~ Apartment District to C-Retail ~~business district~~ the property located at 81 Bennett Road and amend the Zoning Map and Ordinance accordingly, pursuant to Section 16-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

All that Tract or Parcel of Land, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Farm Lot 10, Township 11, Range 7 of the

Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Bennett Road, distant Six Hundred Ten (610) feet easterly from the point of intersection between the center line of Bennett Road and the center line of Union Road; running thence southerly and parallel with the center line of Union Road, a distance of Three Hundred (300) feet; thence easterly and parallel with the center line of Bennett Road, a distance of Fifty (50) feet; thence northerly and parallel with the center line of Union Road, a distance of three hundred (300) feet to the center line of Bennett Road; thence westerly along the center line of Bennett Road, a distance of Fifty (50) feet to the point or place of beginning.

ALSO

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, in the County of Erie and State of New York, being part of Farm Lot No. Ten (10), Township Eleven (11), Range Seven (7), of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Bennett Road, Five Hundred Eighty-five (585) feet easterly from the point of intersection between the center line of Bennett Road and the center line of Union Road; running thence southerly, parallel with the center line of Union Road, a distance of Three Hundred (300) feet; thence easterly, parallel with the center line of Bennett Road, Twenty-five (25) feet; thence northerly, parallel with the center line of Union Road, Three Hundred (300) feet to the center line of Bennett Road; thence westerly, along the center line of Bennett Road, Twenty-five (25) feet to the point of place of beginning.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor
Daniel E. Weber
Councilman
Felix T. Wroblewski
Councilman
Frank E. Swiatek
Councilman
Kenneth J. Meyers
Councilman
Donald A. Halicki
Councilman
Raymond J. Wasielewski
Councilman
Thomas M. Johnson Jr.
BENEDICT T. HOLTZ
Town Clerk

June 27

George J. Measer

being duly sworn, deposes and says that he is th

Publisher of th

Depew Herald

public newspaper published at Depew

....., New York, that th

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for 1 weeks, the fir

insertion being on the 27 day of June

1974, and the last insertion being on the

day of same, 19.....

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Seichter of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Club* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *June 27, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Seichter

Sworn to before me this *1st*

day of *July*, 19*74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 15th day of July 1974 at 7:00 o'clock P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of Richard W. Gault to change from R-Residential to RA-Residential District to C-Retail Business District the property located at 61 Bennett Road, and amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

ALL THAT TRACT OR PARCEL of land, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Farm Lot 10, Township 11, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Bennett Road, distant Six Hundred Ten (610) feet easterly from the point of intersection between the center line of Bennett Road and the center line of Union Road; running thence southerly and parallel with the center line of Union Road, a distance of Three Hundred (300) feet; thence easterly and parallel with the center line of Bennett Road, a distance of Fifty (50) feet; thence northerly and parallel with the center line of Union Road, a distance of three hundred (300) feet to the center

along the center line of Bennett Road, Twenty-five (25) feet to the point or place of beginning.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor Daniel E. Weber
Councilmen:

Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson Jr.
BENEDICT T. HOLTZ
Town Clerk

Item No. 10 Highway Department - Transfer of Funds.

Motion by Councilman Halicki, seconded by Councilman Swiatek

WHEREAS, the Cheektowaga Highway Department has requested a transfer of funds, now, therefore, BE IT

RESOLVED that the funds be transferred as follows:

Highway Fund, Item 4

<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
\$3,000.00	DS. 9060.814 Hosp. Workmens Comp. & Life Insurance	DS. 5140.407 Employees Uniforms

and BE IT FURTHER

RESOLVED that a copy of this resolution be forwarded to the Accounting Department in order that they may process such transfer.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 11 Engineering Department - Advertise for Bids for Remedial Work in Sanitary Sewer District No. 3.

Motion by Councilman Meyers, seconded by Councilman Halicki

WHEREAS, there is need for sewer system correction work in Sanitary Sewer District No. 3, NOW, THEREFORE, BE IT

RESOLVED that the Town Clerk is directed to publish a Notice to Bidders for the furnishing of all tools, equipment, labor and appurtenances required for investigative work and construction for remedial purposes to implement the Sewer System Correction Program in accordance with plans and specifications prepared by Nussbaumer and Clarke, Consulting Engineers, said notice to be published in the Cheektowaga News and the Cheektowaga Times, AND, BE IT FURTHER

RESOLVED that the Town Board will meet at 2:30 P.M. Local Time on July 1, 1974 for the purpose of properly opening and reading said bids.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on the 1st day of July, 1974, at 2:30 P.M. Local Time at the Town Hall, Broadway and Union Road, Cheektowaga, New York, for furnishing all tools, equipment, materials, labor and appurtenances required for investigative work and construction for remedial purposes of implement the Sewer System Correction Program, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by Nussbaumer & Clarke, Inc., Consulting Engineers for said project, and approved by the Town Board of the Town of Cheektowaga, New York, all of which are on file in the Town Hall, Broadway and Union Road, Cheektowaga, New York. Bids shall be delivered or mailed to the Town Clerk at his office in the Municipal Building.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office and at the office of the Engineers at 310 Delaware Avenue, Buffalo, New York 14202. Copies may be secured at

Item No. 11 Cont'd

Nussbaumer & Clarke's office upon payment of \$50.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the taking or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974. Any bidders requesting more than two (2) sets of documents may purchase the excess, but it is understood that they are not returnable.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Board of the Town of Cheektowaga, Broadway and Union Road, Cheektowaga, New York 14227, and marked as "Proposal for Sewer System Correction Program, Cheektowaga Sewer District No. 3".

The right to reject any or all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga and in accordance with law, and herewith reserved,

Each proposal must be accompanied by a certified check for a sum equal to five per cent (5%) of the amount of the bid, payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the attorney for the Town of Cheektowaga, New York, in a sum equal to five per cent (5%) of the amount of the bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within forty-five (45) days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidder will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the Contract award.

Attention of the bidders is called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

Attention of the bidders is further called to Section 2604 of the Public Authority Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER, WHICH CONCERNS NONDISCRIMINATION IN EMPLOYMENT, ARE EXPLAINED IN THE SPECIFICATIONS.

TOWN OF CHEEKTOWAGA, NEW YORK
BENEDICT T. HOLTZ, TOWN CLERK

DATED: June 3, 1974

* * * * *

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

#18

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

TATE OF NEW YORK
OUNTY OF ERIE

LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on the 1st day of July, 1974, at 2:30 P.M. Local Time at the Town Hall, Broadway and Union Road, Cheektowaga, New York, for furnishing all tools, equipment, materials, labor and incidentals required for investigative work and construction of Sewer System Correction Program, in accordance with the Contract Documents therefor, and approved by the Town Board of the Town of Cheektowaga, New York, all of which are on file in the Town Hall, Broadway and Union Road, Cheektowaga, New York. Bids shall be delivered or mailed to the Town Clerk at his office in the Municipal Building.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office and at the office of the Engineers at 310 Delaware Avenue, Buffalo, New York 14202. Copies may be secured at Nussbaumer & Clarke's office upon payment of \$50.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the taking or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974. Any bidders requesting more than two (2) sets of documents may purchase the excess, but it is understood that they are not returnable.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Board of the Town of Cheektowaga, Broadway and Union Road, Cheektowaga, New York 14227, and marked as "Proposal for Sewer System Correction Program, Cheektowaga Sewer District No. 1."

The right to reject any or all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga and in accordance with law, and herewith reserved.

Each proposal must be accompanied by a certified check for a sum equal to five per cent (5 per cent) of the amount of the bid, payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the attorney for the Town of Cheektowaga, New York, in a sum equal to five per cent (5 per cent) of the amount of the bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within forty-five (45) days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidder will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the Contract award.

Attention of the bidders is called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

Attention of the bidders is further called to Section 2004 of the Public Authority Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER, WHICH CONCERNS NONDISCRIMINATION IN EMPLOYMENT, ARE EXPLAINED IN THE SPECIFICATIONS.

TOWN OF CHEEKTOWAGA,
NEW YORK
BENEDICT T. HOLTZ,
TOWN CLERK
Dated: June 3, 1974
June 13

George J. Measer

being duly sworn, deposes and says that he is the
Publisher

of the
Depew Herald Journal

a
public newspaper published at

Depew, New York, that the

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for 1 weeks, the first

insertion being on the 13 day of June

1974, and the last insertion being on the 13

day of June, 1974.

Subscribed and sworn to before me this 13 day

of June, 1974

Eleanor Measer

Notary Public in and for Erie County Eleanor Measer

ELEANOR MEASER
Notary Public in and for New York
Qualified in Erie County
My Commission Expires March 30, 1975

Form No. 1

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechtle, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks;
first publication..... *June 13, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechtle

Sworn to before me this *14th*

day of *June*, 19*74*

Maidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

MAIDNE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

Legal Notice

NOTICE TO BIDDERS
NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on the 1st day of July 1974, at 2:30 P.M. Local Time at the Town Hall, Broadway and Union Road, Cheektowaga, New York, for furnishing all tools, equipment, materials, labor and appurtenances required for investigative work and construction for remedial purposes of implement the Sewer System Correction Program, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by Nussbaumer & Clarke, Inc., Consulting Engineers for said project, and approved by the Town Board of the Town of Cheektowaga, New York, all of which are on file in the Town Hall, Broadway and Union Road, Cheektowaga, New York. Bids shall be delivered or mailed to the Town Clerk at his office in the Municipal Building.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office and at the office of the Engineers at 310 Delaware Avenue, Buffalo, New York 14202. Copies may be secured at Nussbaumer and Clark's office upon payment of \$50.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the taking or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974. Any bidders requesting more than two (2) sets of documents may purchase the excess, but it is understood that they are not returnable.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Board of the Town of Cheektowaga, Broadway and Union Road, Cheektowaga, New York 14227, and marked as "Proposal for Sewer System Correction

Program, Cheektowaga Sewer District No. 1

The right to reject any or all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga and in accordance with law, and herewith reserved.

Each proposal must be accompanied by a certified check for a sum equal to five per cent (5%) of the amount of the bid, payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the attorney for the Town of Cheektowaga, New York, in a sum equal to five per cent (5%) of the amount of the bid, conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within forty-five (45) days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidder will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the Contract award.

Attention of the bidders is called to the requirements as to conditions of employment to be observed and minimum wages to be paid under the Contract.

Attention of the bidders is further called to Section 2804 of the Public Authority Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER, WHICH CONCERNS NONDISCRIMINATION IN EMPLOYMENT, ARE EXPLAINED IN THE SPECIFICATIONS.

TOWN OF CHEEKTOWAGA,
NEW YORK
BENEDICT T. HOLTZ,
TOWN CLERK

Dated: June 3, 1974

Published: June 13, 1974

Item No. 12 Engineering Department - Advertise for Bids for Tractors with Mowers
for the Parks Department and Wastewater Treatment Plant No. 5.

Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that the Town Clerk be and hereby is directed to
publish a Notice to Bidders for the purchase of:

2 tractors and 1 mower for the Parks Department

1 tractor and 1 mower for Wastewater Plant No. 5

Information for bidders and specifications may be obtained from the office of the
Town Clerk; said Notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA
TIMES, and BE IT FURTHER

RESOLVED that the Town Board will meet at 7:30 p.m., Eastern Daylight
Saving Time on June 17, 1974 for the purpose of properly opening and reading the
sealed bids.

NOTICE TO BIDDERS

Sealed proposals will be received and considered by the Town Board of
the Town of Cheektowaga on June 17, 1974 at 7:30 P.M. at the Town Hall, corner of
Broadway and Union Road, for Tractors with Mowers.

Information for bidders and specifications may be obtained from the
Town Clerk at his office in said Town.

The Town Board reserves the right to consider informal any bid not
prepared and submitted in accordance with the provisions of the specifications and
contract documents, and may waive any informalities, make an award to other than the
low bidder, should it be in the best interest of the Town, or reject any or all bids.

By order of the Town Board of the Town of Cheektowaga, Erie County,
New York.

BENEDICT T. HOLTZ
TOWN CLERK

DATED: June 3, 1974

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
 Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

ss.

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald, a
public newspaper published at Depew
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 6 day of June,
1974, and the last insertion being on the
day of same 19.

NOTICE TO BIDDERS

Proposals will be received and considered by the Town of Cheektowaga on June 17, 1974 at 7:30 P.M. at the Town Hall, corner of Broadway and Union Road, for Tractors with Mowers. Information for bidders and specifications may be obtained from the Town Clerk at his office in said Town. The Town Board reserves the right to consider informal any bid

not prepared and submitted in accordance with the provisions of the specifications and contract documents, and may waive any formalities, make an award to other than the low bidder, should it be in the best interest of the Town, or reject any or all bids. By order of the Town Board of the Town of Cheektowaga, Erie County, New York. BENEDICT T. HOLTZ Town Clerk Dated: June 3, 1974

June 3

Subscribed and sworn to before me this 6 day

George J. Measer

of June, 1974

Eleanor Measer

Notary Public in and for Erie County
Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

#18

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *June 6, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *7th*
day of *June*, 19*74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

#18

NOTICE TO BIDDERS

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on June 17, 1974 at 7:30 P.M. at the Town Hall, corner of Broadway and Union Road, for Tractors with Mowers.

Information for bidders and specifications may be obtained from the Town Clerk at his office in said Town.

The Town Board reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the specifications and contract documents, and may waive any informalities, make an award to other than the low bidder, should it be in the best interest of the Town, or reject any or all bids.

By order of the Town Board of the Town of Cheektowaga, Erie County, New York.

BENEDICT T. HOLTZ

Town Clerk

Dated: June 3, 1974

V. RESOLUTIONS

Item No. 13 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, the Town of Cheektowaga has been negotiating with the CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK for permitting the Town to use certain real property of the said school district for outdoor recreational purposes, said property commonly known as the Winston-Vegola Playground, and

WHEREAS, said negotiations have been culminated to the satisfaction of both parties, therefore, BE IT

RESOLVED that an agreement between the CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK and the TOWN OF CHEEKTOWAGA, incorporating the terms of the negotiations and agreement between the parties be executed by the Supervisor on behalf of the Town of Cheektowaga.

SEE NEXT FEW PAGES

*Original Copy of Agreement in ABC File No. 756.

A G R E E M E N T

THIS AGREEMENT made as of the 2nd day of July, 1974, by and between CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK, a domestic municipal corporation having its principal place of business at 1050 Maryvale Drive, Cheektowaga, New York, party of the first part, hereafter referred to as "School District"

and

TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK, a domestic municipal corporation having its principal place of business at Broadway and Union Road (no street number) Cheektowaga, New York, party of the second part, hereafter referred to as "Town."

WITNESSETH:

WHEREAS, the School District is the owner of certain real property located in the Town of Cheektowaga, Erie County, New York and more particularly identified hereafter, and

WHEREAS, the Town is desirous of using said real property for outdoor recreational purposes and such use by the Town is in the best interest of the School District.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, pursuant to the provisions of Section 244-b of the General Municipal Law of New York as follows:

1. That the School District hereby grants to the Town the right to use for outdoor recreational purposes, free of charge, from June 1, 1974 until June 1, 1989 unless otherwise sooner terminated, the real property shown as parcel "B," area 1.47+- acres on the attached map, dated May 12, 1967 and revised July 12, 1967

made by Krehbiel, Huffcut, Walters, and Guay Engineers and Surveyors except the portion thereof lying between the east line of Beach Road and the extension in a straight line northerly to the southwesterly line of the Kensington Expressway of the north-south line shown on said map as having a dimension of 235.38 feet.

2. That this grant of use is made by the School District upon the following conditions which the Town agrees to comply with and perform:

A. That the said real property described in paragraph 1 above, including the improvements constructed thereon by the Town, shall be maintained by the Town in good repair and free and clear of debris, high weeds and grass, rubbish, junk or deleterious materials and the condition of the property shall at all times be such as not to constitute a nuisance or otherwise deteriorate the neighborhood.

B. That the use of the said real property described in paragraph 1 above shall be for outdoor recreation, primarily for tennis courts, basketball courts, spray pools and like outdoor recreational facilities and the Town shall not erect any permanent buildings or structures on the property except with the written consent of the School District.

C. That during the time that this agreement is in effect the said real property described in paragraph 1 above shall be called the "Winston-Vegola Playground."

D. That at all times that this agreement is in effect the Town shall maintain in effect a comprehensive general liability insurance policy written by an insurance company authorized to conduct such business in New York State in which insurance policy the School District and its Board of Education, their successors and assigns shall be named insureds and the policy shall have bodily injury limits of not less than \$500,000 per person, \$1,000,000 for any occurrence and property damage limit of not less

than \$500,000 written on an occurrence basis. Such insurance shall protect the School District and its Board of Education, their successors and assigns from liability which may at any time occur by reason of the use by the Town of the said real property described in paragraph 1 above.

E. That the Town shall hold the School District and its Board of Education, their successors and assigns, indemnified and free and harmless from any and all claims for personal injury and/or property damage which may at any time occur by reason of the use by the Town of said real property described in paragraph 1 above.

F. That the rights herein granted shall not be transferred, conveyed, deeded, assigned or otherwise disposed of by the Town.

G. That the Town shall comply with all laws, ordinances and regulations effecting the premises and the Town's use thereof.

3. That in case of partial or complete condemnation of the said real property described in paragraph 1 above, the court in which the proceedings shall be brought shall determine the amounts to be paid to the School District, its successors and assigns and the Town.

4. That all improvements constructed by the Town on the said real property described in paragraph 1 above shall belong to the Town until this agreement shall expire on June 1, 1989 or shall be sooner terminated as otherwise provided in this agreement, except that the Town shall have sixty (60) days after such date of expiration or date of termination to remove all such improvements which it desires to remove and shall restore the ground to its present condition, including the sodding thereof and any buildings, or other improvements not removed by the Town by the end of said sixty (60) day period shall thereupon become the sole and absolute property of the School District.

5. That the rights of the Town herein granted are subject to all rights of use, easements or restrictions of record, if any.

6. That the School District shall have the right of entry, at reasonable times, for inspection of the said premises during the period that this agreement shall be in effect.

7. That the School District makes no representations, statements or warranties, express or implied to the Town in respect to the premises as to which rights to use as described in this agreement are granted, as to title, condition, or the use or occupation that may be made thereof, and the School District shall not be liable for any latent defects therein.

8. That any violation of the conditions or terms of this agreement by the Town or the discontinuance of the use of the said real property described in paragraph 1 above by the Town shall thereupon terminate the rights herein granted to the Town and all rights herein of the Town shall cease to exist and be null and void and the School District shall be fully and completely released from any and all obligations under this agreement, and the Town shall immediately surrender possession to the School District which shall have all legal remedies to regain possession, including a special proceeding under Article 7 of the Real Property Actions and Proceedings Law or similar proceedings which at that time may be provided by statute.

9. That the Town shall and will pay and discharge at or before the time when the same shall be payable, or if paid by the School District, then will promptly reimburse the School District for the payment of all taxes, special assessments, assessments, service charges, special ad valorem levies, sewer rents, rents, levies, charges, rates, duties or other impositions by whatsoever name or names they may be called which are levied, assessed, charged or imposed against said real property described in paragraph 1

above and/or the improvements therein or thereon at any time while the said agreement shall be in effect and to and including the sixtieth day after the date of termination or expiration of the agreement. If other real property owned by the School District is included in the taxes, special assessments, assessments, service charges, special ad valorem levies, sewer rents, rents, levies, charges, rates, duties or other impositions by whatsoever name or names they may be called, the parties shall agree to a proper allocation thereof as between them. The lien date or dates shall govern allocations between the parties as to June 1, 1974 and thereafter to and including the sixtieth day after the date of termination or expiration of the agreement and the School District shall be liable for the amount or amounts allocable prior to June 1, 1974 and after the sixtieth day after the date of termination or expiration of the agreement and the Town shall be liable for any and all amounts allocable from June 1, 1974 to and including the sixtieth day after the date of termination or expiration of the agreement.

10. That this agreement is binding upon the parties hereto, their successors and assigns.

11. That this agreement represents the entire agreement between the parties hereto and there are no other agreements, representations or warranties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL
DISTRICT OF THE TOWN OF CHEEKTOWAGA,
ERIE COUNTY, NEW YORK

By Robert M. Russell
Member of Board of Education

Robert M. King
Member of Board of Education

Raymond E. Steward
Member of Board of Education

Charles W. Collins
Member of Board of Education

Carl C. Neuber
Member of Board of Education

Attest:

Harriet A. C. ...
School District Clerk

TOWN OF CHEEKTOWAGA, ERIE COUNTY, N.Y.

By: Samuel C. ...
Supervisor

Attest:

Bernard T. Holt
Town Clerk

Item No. 13 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 14 Authorization for Supervisor to sign Agreement RE: Garbage Refuse
Disposal Site.

Motion by Councilman Meyers, seconded by Councilman Swiatek
to table this item until Monday, June 10th, 1974 at 6:00 P.M., Eastern Daylight
Savings Time.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 15 Motion by Councilman Halicki, seconded by Councilman Wasielewski

RESOLVED that John Sandilands of be appointed to
the Cheektowaga Traffic Safety Commission to replace Gerry Dombrowski with said
term ending September, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 16 Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following be hired by the Recreation Department
for summer employment 1974:

SPECIAL PROGRAM DIRECTOR at \$2,500.00 per season

John Morrison

RECREATION SUPERVISOR at \$1,400.00 per season

Craig Prosser

RECREATION SUPERVISOR at \$900.00 per season

Steve Sokolski
Thomas McGinty

893-1040
833-7637

RECREATION ATTENDANTS at \$2.15 per hour

Donna Marie Lorka
Deborah Hejza
David Borsuk
Mary Ann Sansone
Roger Metz
Candace Roneker
Karen Bailey
Chet Franczyk

892-2785
632-8192
674-4109
684-5950
632-4444
684-9111
833-2153
891-4873

Item No. 16 Cont'd

POOL REGISTRATION at \$2.00 per hour

Beverly Fronczak
Linda Nowicki
Karen Koszuta
Donald A. Halicki, Jr.
Felicia Zawierchua

RECREATION ATTENDANTS (BATHHOUSE) at \$1.90 per hour

Russell Wiese
Ken Bloch
Jim Kosobucki
Carolyn Suto
Marie Polchlopek
Julie Meyers

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 17 Motion by Supervisor Weber, seconded by Councilman Wroblewski

WHEREAS, there is a need for a part-time clerk in the Accounting Office, now, therefore, BE IT

RESOLVED that Lucille Waligorski, residing at Cheektowaga, New York be and hereby is hired for the position of part-time clerk in the Accounting Office at a rate of \$22.00 per day, effective May 30, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 18 Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS it is the intention of the Town of Cheektowaga to establish a Hometown Beautification Project for 1974, and

WHEREAS the Cheektowaga Youth Board will coordinate the program in conjunction with the Parks Department, the Engineering Department and various other departments of the Town government, NOW, THEREFORE, BE IT

RESOLVED that the Town of Cheektowaga establish "Hometown Beautification 1974" and employ the following beginning July 8th, at the rate of \$2.00 per hour:

Larry Alessi	Kenneth Pielechowski
Cheektowaga, New York	Cheektowaga, New York
Paul Dobrzynski	Kenneth Rusin
Cheektowaga, New York	Cheektowaga, New York
Craig Emmanuele	Kenneth Siejak
Cheektowaga, New York	Cheektowaga, New York
James H. Janicki	Martin Snyder
Cheektowaga, New York	Cheektowaga, New York

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Item No. 18 Cont'd

Gary Krajnik	Kurt Stafflinger
Cheektowaga, New York	Cheektowaga, New York
Jan Jarecki	Robert M. Walter
Cheektowaga, New York	Cheektowaga, New York
Al Levan	James Warren
Cheektowaga, New York	Cheektowaga, New York
Kevin Miller	Raymond Zasada
Cheektowaga, New York	Cheektowaga, New York
Russ Notaro	Kenneth Chrzanowski
Cheektowaga, New York	Depew, New York
Gary Pacer	Dean DeMarco
Cheektowaga, New York	Cheektowaga, New York
Anthony Lachina	Blane Grabenstatter
Cheektowaga, New York	Cheektowaga, New York
Daniel Majchrzycki	Michael S. Winnicki
Cheektowaga, New York	Cheektowaga, New York
Donald Pinke	Brian Casey
Cheektowaga, New York	Cheektowaga, New York
Jim Rieck	Dale Demyanick
Cheektowaga, New York	Sloan, New York
Robert Wagner	
Cheektowaga, New York	

AND BE IT FURTHER RESOLVED, that the following be hired as site supervisors at the rate of \$2.35 per hour:

Ronald R. Zyglis
Cheektowaga, New York
Michael Ruda
Sloan, New York

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 19 Motion by Councilman Swiatek, seconded by Councilman Meyers

BE IT RESOLVED that the following people are hereby hired to work in the Youth Board office as Administrative Interns at the rate of \$2.50 per hour:

6/3/74

Item No. 19 Cont'd

Christine Ziemba
Cheektowaga, New York
Denise Jean Zasowski
Cheektowaga, New York
Pamela Newman
Cheektowaga, New York

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 20 Motion by Councilman Wasielewski, seconded by Councilman Meyers

RESOLVED that the following be hired in the Sanitation Department as
summer laborers at the rate of \$2.36 per hour, to be called as needed:

James Mietlicki -
David Urbanski -
Michael Janicki -
Gregory Swistak -
Michael Lembke -
David Wass -
Gary Maciejewski -
Eugene Pacer -
Kenneth Guth -
Wayne Spencer -
Paul Stallone -
Joseph Pochylski -
Ronald Prishel -
Robert Skrabski -
Gregory A. Pawlak -
Richard Morgante -

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 21 Motion by Councilman Meyers, seconded by Councilman Wroblewski

WHEREAS, there is need for Motor Equipment Operators in the Sewer
Maintenance Department, AND

WHEREAS, the opening was posted for bidding in accordance with the
agreement between the Town of Cheektowaga and Local 1026, AFSCME, AFL-CIO, NOW, THEREFORE,
BE IT

RESOLVED that the following employees are promoted to Motor Equipment
Operators in the Sewer Maintenance Department effective June 4, 1974:

Robert H. Skibniewski
Alfred Krawczyk
Christopher R. Taber

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki

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Item No. 21 Cont'd

Upon Roll Call....

AYES: Councilmen Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 22 Motion by Councilman Meyers, seconded by Councilman Swiatek

WHEREAS, a vacancy exists for a laborer in the Plumbing Department, AND,
WHEREAS, the position was posted for bidding in accordance with the agreement between the Town of Cheektowaga and Local 1026, AFSCME, AFL-CIO, and one employee applied, NOW, THEREFORE, BE IT

RESOLVED that the following employee is transferred from the Sanitation Department to the Plumbing Department effective June 10, 1974:

Edward Gasiiecki

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 23 Motion by Councilman Wasielewski, seconded by Councilman Swiatek

RESOLVED that the following be hired for summer help at the rate of \$2.36 per hour to work around the town buildings with the Building Maintenance Department:

James Butters -
James Tracewski -
Dennis Ciotuszynski -

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 24 Motion by Councilman Meyers, seconded by Councilman Swiatek

BE IT RESOLVED that the following be appointed as part time summer employees for the Sewer Maintenance and Utility Department, Wastewater Treatment Plants, Town Garage and the Engineering Department, effective June 3, 1974, at the rate of \$2.36 per hour:

Allan B. Blachowski -
Jerome Pinson -
Mark Skowronski -
Arthur Stachowski -
Jeffrey M. Idzik -
Mark Gabryszak -
Michael Bernal -
Donald Juda -

Item No. 24 Cont'd

James Todaro	-
Robert M. Fisher	-
Mark Kaczmarek	-
Dennis Maciejewski	-

Upon Roll Call....

AYES:	Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES:	0
ABSENT:	0

Item No. 25 Motion by Supervisor Weber, seconded by Councilman Swiatek

BE IT RESOLVED that the Town Clerk be directed to publish a Notice to Bidders for the Site Development (known as Winston-Vegola Playground) in the Town of Cheektowaga, New York. Information for bidders may be obtained at the office of Tryon and Schwartz & Associates, Inc., 666 Main Street, East Aurora, New York, the Director of Parks on Harlem Road and the office of the Town Engineer, Town Hall, Cheektowaga, New York; said notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES, and BE IT FURTHER

RESOLVED that the Town Board will meet at 7:30 P.M. Eastern Daylight Saving Time on June 17, 1974 for the purpose of properly opening and reading the sealed bids.

NOTICE TO BIDDERS

WINSTON-VEGOLA PLAYGROUND

TOWN OF CHEEKTOWAGA, NEW YORK

Site Development

Sealed proposals for Site Development (known as Winston-Vegola Playground) in the Town of Cheektowaga, New York will be received by the Town Clerk of the Town of Cheektowaga, New York until 7:30 P.M. Eastern Daylight Saving Time at a meeting held on June 17, 1974, at which time they will be publicly opened and read aloud.

Plans and specifications may be obtained at the office of the Landscape Architect, Tryon and Schwartz & Associates, Inc., 666 Main Street, East Aurora, New York 14052, upon payment of \$50.00 per set. Bidders will receive a refund of such deposit upon returning plans and specifications in good condition within 30 days of the bid opening; non-bidders will be refunded \$25.00 upon return of such plans and specifications in good condition.

Plans and specifications may also be reviewed at the office of the Director of Parks on Harlem Road and the Office of the Town Engineer, Town Hall, Town of Cheektowaga, New York.

Bids shall be submitted in sealed envelopes marked "Proposal of Site Development of Winston-Vegola Playground."

Each proposal must be accompanied by a certified check or bid bond in the amount of five (5) percent of the total bid.

The Town of Cheektowaga reserves the right to waive any informalities in or to reject any or all bids.

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Item No. 25 Cont'd

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum rates to be paid under the Contract.

No bidder may withdraw his bid within 15 days after the actual date of the opening thereof.

A non-collusion Bidder's Certificate must be filed with each bid.

BENEDICT T. HOLTZ
Town Clerk

DATED: June 3, 1974

* * * * *

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

NOTICE TO BIDDERS
WINSTON-VEGOLA
PLAYGROUND
TOWN OF
CHEEKTOWAGA, N.Y.
Site Development

Sealed proposals for Site Development (known as Winston-Vegola Playground) in the Town of Cheektowaga, New York will be received by the Town Clerk of the Town of Cheektowaga, New York until 4:30 P.M. Eastern Daylight Saving Time at a meeting held on June 11, 1974, at which time they will be publicly opened and read aloud.

Plans and specifications may be obtained at the office of the Landscape Architect, Tryon and Schwartz & Associates, Inc., 606 Main Street, East Aurora, New York 14052, upon payment of \$50.00 per set. Bidders will receive a refund of such deposit upon returning plans and specifications in good condition within 30 days of the bid opening; non-bidders will be refunded \$25.00 upon return of such plans and specifications in good condition.

Plans and specifications may also be reviewed at the office of the Director of Parks on Harlem Road and the office of the Town Engineer, Town Hall, Town of Cheektowaga, N.Y.

Bids shall be submitted in sealed envelopes marked "Proposal of Site Development of Winston-Vegola Playground."

Each proposal must be accompanied by a certified check or bid bond in the amount of five (5) per cent of the total bid.

The Town of Cheektowaga reserves the right to waive any informalities in or to reject any or all bids.

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum rates to be paid under the Contract.

No bidder may withdraw his bid within 15 days after the actual date of the opening thereof.

A non-collusion Bidder's Certificate must be filed with each bid. Dated: June 3, 1974.

BENEDICT T. HOLTZ
Town Clerk
June 6

George J. Measer

being duly sworn, deposes and says that he is the Publisher of the

Depew Herald, a

public newspaper published at Depew,

New York, that the

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for 1 weeks, the first

insertion being on the 6 day of June,

1974, and the last insertion being on the

day of same, 19.

Subscribed and sworn to before me this 6 day

of June, 1974

Eleanor Measer

Notary Public in and for Erie County

Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified June 1973
My Commission Expires March 30, 1975

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clara* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *June 6, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *7th*

day of *June*, 19*74*

Nardine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19*75*

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**Winston-Vegola
PLAYGROUND TOWN OF
CHEEKTOWAGA, N.Y.**

Site Development

Sealed proposals for Site Development (known as Winston-Vegola Playground) in the Town of Cheektowaga, New York will be received by the Town Clerk of the Town of Cheektowaga, New York until 7:30 P.M. Eastern Daylight Saving Time at a meeting held on June 17, 1974, at which time they will be publicly opened and read aloud.

Plans and specifications may be obtained at the office of the Landscape Architect, Tyron and Schwartz & Associates, Inc., 666 Main Street, East Aurora, New York 14052, upon payment of \$50.00 per set. Bidders will receive a refund of such deposit upon returning plans and specifications in good condition within 30 days of the bid opening; non-bidders will be refunded \$25.00 upon return of such plans and specifications in good condition.

Plans and specifications may also be reviewed at the office of the Director of Parks on Harlem Road and the office of the Town Engineer, Town Hall, Town of Cheektowaga, N.Y.

Bids shall be submitted in sealed envelopes marked "Proposal of Site Development of Winston-Vegola Playground."

Each proposal must be accompanied by a certified check or bid bond in the amount of five (5) percent of the total bid.

The Town of Cheektowaga reserves the right to waive any informalities in or to reject any or all bids.

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum rates to be paid under the Contract.

No bidder may withdraw his bid within 15 days after the actual date of the opening thereof.

A non-collusion Bidder's Certificate must be filed with each bid.

Dated: June 3, 1974

BENEDICT T. HOLTZ
Town Clerk

Item No. 26 Motion by Councilman Halicki, seconded by Supervisor Weber

WHEREAS, bids were duly received by this Town Board at a meeting thereof held on May 20, 1974 for the furnishing of an automobile for the Cheektowaga Police Department, as a result of advertisement therefor, and such bids were referred to the Chief of the Cheektowaga Police Department for analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been completed, therefore, BE IT

RESOLVED that the contract for the furnishing of an automobile for the Cheektowaga Police Department be awarded to Mernan Chevrolet, Inc., 2751 Bailey Avenue, Buffalo, New York for the sum of \$3,300.00, said company being the lowest, sole responsible bidder meeting specifications.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 27 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending June 3, 1974, be and hereby are approved and that Supervisor pay said warrants:

	<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General		4844	4886	\$ 579,094.42
Part Town		332	--	3,543.78
Highway		6145	6167	48,673.15
Special Districts		1591	1607	821,918.19
Federal Revenue Sharing		45	47	314,093.94
Trust and Agency		152	153	30,444.99
Construction & Improvement		389	--	388.85
				<u>\$1,798,157.32</u>

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 28 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following transfer of funds in the Special Districts fund be approved:

	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Sewer Dist. #5	Pick up truck (used)	Consolidated Garbage	
8125.200	\$2,000.00	8160.201	\$3,000.00
Sewer Dist. #3	Pick up truck (used)		
8123.200	\$1,000.00		

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Item No. 28 Cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Motion by Councilman Meyers, seconded by Councilman Halicki to
Waive the Rules.

VI. SUSPENSION OF RULES

Item No. 29 Permission for ITA Buffalo Limousine, Inc. to operate a Bus Route
in the Town of Cheektowaga.

Motion by Councilman Meyers, seconded by Councilman Halicki

WHEREAS, the New York State Department of Transportation has granted temporary authority to the Niagara Frontier Transportation Authority and the Independent Taxicab Owners Association of Buffalo, Inc. to operate a bus route in the Town of Cheektowaga, and more specifically on Genesee Street between the Kensington Expressway and entrance and exit of Greater Buffalo International Airport; and on the Kensington Expressway between Genesee Street and easterly Buffalo City Line, and

WHEREAS, said Independent Taxicab Owners Association of Buffalo, Inc. has petitioned the Town of Cheektowaga requesting consent to operate said bus route, therefore, BE IT

RESOLVED that the Town of Cheektowaga hereby grants permission for the operation of said bus line in the Town of Cheektowaga upon the streets hereinabove mentioned.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 30 Reschedule Public Hearing for Property located at Part of Lot 95,
French Road.

Motion by Councilman Wroblewski, seconded by Councilman Johnson

WHEREAS, a Public Hearing was set for June 3, 1974 at 2:00 P.M., to consider the application of the Mader Corporation and Richard F. Helmich to rezone the property located at Part of Lot 95, French Road from R-Residential to RC-Restricted Business District, said property owned by the Mader Corporation, AND

WHEREAS, an error was made in the legal description of the property and the owner's name did not appear in the advertisement of the Public Hearing in the CHEEKTOWAGA NEWS or the CHEEKTOWAGA TIMES, NOW, THEREFORE, BE IT

RESOLVED that a Public Hearing be rescheduled regarding said request under the provisions of the Zoning Ordinance; said hearing to be held on June 17, 1974 at 7:00 P.M. Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and Union Road.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

6/3/74

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 17th day of June, 1974, at 7:00 o'clock P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of The Mader Corp. & Richard F. Helmich to Rezone from R-Residential District to R-2 Restricted Business District, the property located at Part of Lot 85 French Road and amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

ALL THAT PARCEL of land situate in the Town of Cheektowaga, County of Erie, State of New York, being part of Lot 85, Township 10, Range 7 and being described as follows:

BEGINNING AT A POINT in the north line of French Road (88.6' wide), said point being 265.00 feet east of the east line of Towers Blvd.; thence north along a line 275.00 feet to a point; then south east along a line 230.44 feet to a point; then south along a line 188.00' to a point in the north line of French Road; thence west along the north line of French Road 198.34 feet to the Point of Beginning.

Also being sublots 187 through 189 incl. as shown on Map Cover 2288.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

- Supervisor, Daniel E. Weber
Councilman, Felix T. Wroblewski
Councilman, Frank E. Swiatek
Councilman, Kenneth J. Meyers
Councilman, Donald A. Halicki
Councilman, Raymond J. Wasielewski
Councilman, Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ, Town Clerk

June 6

George J. Measer

being duly sworn, deposes and says that he is the

Publisher of the

Depew Herald, a

public newspaper published at Depew

, New York, that the

notice of which the annexed printed slip taken from

said newspaper, is a copy, was inserted and published

therein once a week for 1 weeks, the first

insertion being on the 6 day of June

19 74, and the last insertion being on the

day of same, 19.

Subscribed and sworn to before me this 6 day

[Signature]

of June 19 74

[Signature]

Notary Public in and for Erie County

Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

#18

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clara* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for 1 weeks:
first publication *June 6, 1974* ;
last publication ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *7th*

day of *June*, 19 *74*

Nadine C. Marong (William)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State Of New York
Qualified In Erie County
My Commission Expires March 30, 19 *75*

#18

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 17th day of June 1974 at 7:00 o'clock P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of The Mader Corp. & Richard F. Helmich to Rezone from R-Residential District to RC-Restricted Business District the property located at Part of Lot 95 French Road and amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

ALL THAT PARCEL OF land situate in the Town of Cheektowaga, County of Erie, State of New York, being part of lot 95, Township 10, Range 7 and being described as follows:

BEGINNING AT A POINT in the north line of French Road (66.0' wide), said point being 205.00 feet east of the east line of Towers Blvd.; thence north along a line 275.00 feet to a point; thence south east along a line 220.64 feet to a point; then south along a line 168.00' to a point in the north line of French Road; thence west along the north line of French Road 196.34 feet to the Point of Beginning.

Also being sublots 167 through 169 incl. as shown on Map Cover 2288.

All parties in interest and citizens will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor Daniel E. Weber
Councilmen:
Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson, Jr.
BENEDICT T. HOLTZ
Town Clerk

Item No. 31 Motion by Councilman Meyers, seconded by Councilman Halicki to adjourn the meeting.

BENEDICT T. HOLTZ
Town Clerk

#18

6/3/74

Item No. 1 At an adjourned meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 10th day of June, 1974 at 6:00 o'clock P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Kenneth J. Meyers
Councilman Frank E. Swiatek
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Linda Baer, 2nd Deputy Town Clerk; John V. Rogowski, Town Attorney.

Item No. 2A Agreement - RE: Garbage Refuse Disposal Site.

Motion by Councilman Meyers, seconded by Councilman Johnson to take this item off the table.

Item No. 2B Agreement - RE: Garbage Refuse Disposal Site.

Motion by Councilman Wasielewski, seconded by Supervisor Weber to withdraw this item from the meeting.

Item No. 3 Rescind Resolution Awarding Bid for Garbage Refuse Dumping Site to Land Reclamation, Inc.

Motion by Councilman Johnson, seconded by Councilman Swiatek

WHEREAS, a sole bid was received by the Town of Cheektowaga at a Special Meeting held on May 28, 1974 for the furnishing of a garbage refuse dumping site and/or transfer refuse dumping station for the Town of Cheektowaga, and

WHEREAS, said bid was submitted by Land Reclamation Inc., 1300 Military Road, Kenmore, New York, and

WHEREAS, the Town Board awarded said bid to Land Reclamation Inc. at the same meeting held on May 28, 1974, and

WHEREAS, a "non-collusive bidding certification" was not submitted by said bidder at the time of the opening of the bids; and said certification was not submitted prior to the awarding of said bid, and

WHEREAS, Section 103-d of the General Municipal Law of the State of New York requiring every bid or proposal made to a public subdivision of the State to contain said certification was not complied with by said bidder, and

WHEREAS, the opinions of the State Comptroller indicate that a municipality may not award a contract to a bidder whose bid does not contain the non-collusion statement unless the bidder has justified such failure to comply as prescribed, therefore, BE IT

RESOLVED that the award of the bid and contract to Land Reclamation Inc. by the Town Board of the Town of Cheektowaga on May 28, 1974 be and hereby is rescinded, and BE IT FURTHER

Item No. 3 Cont'd

RESOLVED that such rescission is based on the reasons heretofore set forth.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 4 Resolution RE: Borden Road Widening and Water Relocation Project.

Motion by Supervisor Weber, seconded Unanimously

WHEREAS, taxpayers in the Town of Cheektowaga have in the past, as property owners in small water districts and extensions and sanitary sewer districts and extensions, had to pay the cost of removal or relocation of water mains, sewer lines or similar facilities and appurtenances that are maintained for public use within the right-of-way of any County road where such County road has been relocated or improved within the Town of Cheektowaga, and

WHEREAS, such costs have in the past and certainly in the future will become oppressive to the individual taxpayer so situated, and

WHEREAS, the improvement of County roads within the Town of Cheektowaga represents a benefit to all of the residents of Erie County and should equitably be borne by all of the taxpayers of Erie County as users of the County road network, and

WHEREAS, a bill was sponsored in the New York State Assembly entitled "An Act Authorizing the county of Erie to pay for removal and/or relocation of water mains, within the right-of-way of Borden Road, in the Town of Cheektowaga, county of Erie" (A.11146-A), and

WHEREAS, said bill was duly passed in both houses of the New York State Legislature and signed into law by Governor Malcolm Wilson, and

WHEREAS, the Erie County Legislature passed a Home Rule message in support of such bill, and

WHEREAS, the implementation of the provisions of said enabling law would alleviate the inequity and the undue financial burden upon the real property owners in Cheektowaga Water District No. 9, and

WHEREAS, the refusal of the County of Erie to implement the provisions of said enabling act may result in the cancellation or delay in the widening of Borden Road in the Town of Cheektowaga which project is necessary to alleviate the hazardous traffic conditions on said Borden Road, and

WHEREAS, continual delay in starting said road widening project will only result in increased costs for such project in the future, therefore, BE IT

RESOLVED that County Executive Edward V. Regan be and hereby is requested to reconsider his position in refusing to implement the provisions of said enabling act, and BE IT FURTHER

RESOLVED that the Town Board of Cheektowaga hereby requests that a meeting of the representatives of both Town and County governments be called immediately in order to reconsider the Borden Road widening and water relocation project, and BE IT FURTHER

RESOLVED that a certified copy of this resolution be forwarded to Erie County Executive Edward V. Regan.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

6/10/74

Item No. 5 Motion by Councilman Swiatek, seconded by Councilman Halicki
to adjourn the meeting.

LINDA BAER
2nd Deputy Town Clerk

BIDS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 19 June 17, 1974</u>	
2	Tractor with Mowers.	1
3	Site Development - Winston Vegola Playground.	1
	<u>Meeting No. 21 July 1, 1974</u>	
2a	Sewer System Correction Program - Sanitary Sewer District No. 3.	1
2b	Readvertise for Bids - July 15, 1974 at 7:30 P.M.	1-3
3	Sludge Collectors - Final Settling Tank No. 3.	4
4	Const. of Concrete Curbs at the Chktg. Recreation Center - Town Park.	4
5	Police Department - Furnishing of one (1) Vehicle.	4
	<u>Meeting No. 22 July 15, 1974</u>	
2	Sanitation - one (1) hoist for use in refuse pick-up work.	1
3	Remedial work in Sewer System.	1
4	Highway - Diesel fuel oil, Motor oil, Lubricants, Anti-freeze, etc.	1
	<u>Meeting No. 25 August 5, 1974</u>	
2	Building Maintenance Department - One (1) Garden Tractor.	1
3	Highway Department - Street Name Signs, U-Posts, Galvanized Pipe, etc.	1

PUBLIC HEARINGS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 22 July 15, 1974</u>	
5	Increase & Improvements of Facilities in Sewer District No. 3.	1

 GENERAL COMMUNICATIONS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 19 June 17, 1974</u>		
4	N.Y.S. Department of Transportation - Notice of Order	1
5	Erie County Department of Public Works - Division of Highways - Designation of Restricted Highway.	1
6	Pine Hill Fire District No. 5 - letter re: hydrant at new building being built in Town Park.	1
7	William Street Citizens & Taxpayers - letter re: flood relief on Milsom Street.	2
8	William Street Citizens & Taxpayers - letter re: tax exemptions.	2
9	Mr. Samuel R. Zaczek, letter re: weeds next to his home on Harlem.	2
<u>Meeting No. 21 July 1, 1974</u>		
6	James E. Hennessey, Clerk of the Legislature of Erie County - Adoption of resolution re: funding for the New Proposed Library.	4
7	N.Y.S. Dept. of Transportation; Donald E. Wolf, Engineer-in-charge - re: Construction Contract 24680, Dick Road-Penn Central Railroad.	4
8	Erie County Dept. of Public Works - Correspondence re: Walden Avenue Speed Limit.	4
9	Kenneth L. Reitmeier, Deputy Commissioner of Highways - Erection of Signs William St. (Losson Road).	4
10	Herbert H. Klein, Town Clerk, Town of Boston - Copy of Resolution re: Recognition of Resident.	4
11	Cheektowaga Public Library Board - Correspondence re: Parking Lot at the South Branch Library.	4
12	Ralph L. VanSickle, Director, National Electronic T.V. School - Request for a Certificate of Occupancy.	4
<u>Meeting No. 22 July 15, 1974</u>		
6	Erie County Water Authority - New Recreation Building.	2
7	Erie County Water Authority - hydrant at new building in Town Park.	2
8	Fire District No. 3 - request changes on hydrants in said Fire District.	2
9	Cheektowaga Jaycees - request action by Town Board re: proposed "Nob Hill Park".	2
10	Robert Thill, Town Clerk of Lancaster - Resolution re: proposed text amendment to Code of Town of Lancaster.	2
11	Robert Thill, Town Clerk of Lancaster - Resolution re: petition and application for variance.	2

Meeting No. 22 July 15, 1974 Cont'd

- 12 Mrs. Gladys Gerlach, recreational center. - letter re: Bellevue School as a 2
- 13 Mr. Leon W. Surowiec, Jr., on Wildy and Pine Ridge Road. - letter re: Town property 2
- 14 Mr. & Mrs. Wayne Sherer, TIMES. - letter re: CHEEKTOWAGA 2
- 15 Notice of Claim and Intention to Sue - Gayle Lesinski, Infant by Daniel Lesinski, father and nat. gdn. and Daniel Lesinski, Inc. 2

Meeting No. 25 August 5, 1974

- 4 Federal Communications Commission - Memorandum, Opinion and Order re: Cable Television. 1
- 5 N.Y.S. Dept. of Transportation - Case 9664 - Order re: Petition of Edwards Motor Transit Co., Inc. for a Certificate of Public Convenience and Necessity for the Operation of a Bus Line. 1
- 6 M. Ruth Harris, Town Clerk, Town of West Seneca - Town Board Proceedings of 7/8/74 re: Dog License Fees. 1
- 7 Board of Fire Commissioners, U-Crest Fire District No. 4 - Correspondence re: Damage to Building caused by Garbage Dumpster. 1
- 8 Board of Fire Commissioners, U-Crest Fire District No. 4 - Correspondence re: Parking on Smith Street. 1
- 9 Donald Andrews, Secretary, Forks Fire District No. 3 - Request Changes to Fire Hydrants in said Fire District. 2
- 10 Gregory M. Petritz, - Requests a Stop Sign to be placed at the corner of Autumnwood Dr. and Parwood Dr. 2
- 11 Mrs. Gary Singer, Chairman, Suburban Bflo. Chapter of Deborah Hospital; Request Authorization to Collect in the Town for their annual Can-Can Campaign. 2
- 12 Mrs. Helen E. Mayer, Member A.C.T. - S.H.A.R.P. -- Request Time to speak re: Public Takeover of the Utilities...R E S O L U T I O N... 2
- 13 Leo Willick, President of Willick Industries - Request Permit to Remove Topsoil from field adjacent to Sonwil Dr. and Genesee St. 2
- 14 Joseph M. Nasca, Attorney - Correspondence re: Cheektowaga Industrial Park, Walden near Harlem. 2
- 15 Michael Wolford; Ray Marzec - Request Time to Speak re: Building Permits for 199 and 203 Rehm Road. 2

 DEPARTMENTAL COMMUNICATIONS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 19 June 17, 1974</u>		
10	Building Permits.	2
11	Town Clerk's Office - Call for public hearing for rezoning of 10 Brentwood.	2-3
12	Engineering - Notice to Bidders for Sludge Collector System for Treatment Plant No. 5.	4
13	Engineering - Notice to Bidders for curbing for Ice Rink.	5-6
14	Engineering - Award of bid for Rubber Flooring for Recreation Center.	7-8
15	Engineering - Award of bid for Sanitary Sewers on Cayuga Road.	8-9
16	George Burst, Central Garage - Request new Dumpster hoist and a Transfer of Funds.	9
17	Highway Department - letter re: Marywood Farms Subdivision.	9
18	Assessor's Office - Authorization for Andrew Schwenk & Casey Kozminski to attend Seminar.	9
19	Frank Orlikowski, Sanitation - requests leave of absence.	9
20	Chief of Police - Bid for one Police Car.	9-10
21	Health report for May.	11

Meeting No. 21 July 1, 1974

13	Building Permits.	4-5
14	Town Clerk's Office - Call for Public Hearing for Rezoning of 437 French Road.	5
15	Highway Department - re: Acceptance of Marywood Farms Subdivision- Part II.	5-6
16	Highway Department - Advertise for Bids for Diesel Fuel Oil, Motor Oils, Miscellaneous Oils, Lubricants, Fluids and Antifreeze.	6
17	Engineering - Award of Bid for two tractors for the Parks Dept.; one mower for Wastewater Treatment Plant No. 5.	7-8
18	George Burst, Foreman, Central Garage - re: Gasoline Funds.	8

Meeting No. 22 July 15, 1974

16a	Building Permits.	2-3
16b	Building Permit for S. S. & G. Const. to remodel 4200 Union Road.	3
17	Town Clerk's Office - Call for Public hearing for street lighting on Hitchcock Drive.	3

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 22 July 15, 1974 Cont'd</u>		
18	Town Clerk's Office - Rescind resolution of July 1st re: 437 French Rd.	3
19	Town Clerk's Office - Extend sick leave for F. Stack.	3-4
20	Engineering Department - Award of bid for Sludge Collector.	4-5
21	Engineering Department - Award of bid for Curbing.	5
22	Engineering Department - Change Order - Slate Bottom Creek Bank Protection.	5
23	Highway Department - Transfer of Funds.	5
24	Highway Department - Notice to Bidders for street name signs, U-posts, galvanized pipe, etc.	5-6
25	Police Department - Notice to Bidders to purchase one (1) Police Car.	7
26	Health report for Month of June, 1974.	7

Meeting No. 25 August 5, 1974

16	Building Permits.	3
17	Town Clerk's Office - Call for Public Hearing for Rezoning of 570 French Road.	3
18	Town Clerk's Office - Call for Public Hearing for Street Lighting on St. Joan Lane.	4
19	Engineering Department - Award of Bid for Concrete Curbing.	5-6
20	Engineering Department - Award of Bid for work related to Sewer System Correction Program in Sanitary Sewer District No. 3.	6-7
21	Engineering Department - re: Messer Subdivision.	7
22	Carl Trafalski, Building Inspector - Requests Authorization to attend Meeting in Ellenville, New York.	7
23	Police Department - Benedict L. Kostrzewski, Chief of Police, requests Authorization to attend N.Y.S. Chiefs of Police Conference in S. Fallsburg, N.Y.	7
24	Judges' Office - Authorization for Judge Pyszczyński and Tom Kolbert, Court Clerk to attend N.Y.S. Association of Magistrates Conference in Loch Sheldrake, N.Y.	7-8
25	Central Garage - Advertise for Bids for purchase and installation of a 10,000 gallon Fuel Storage Tank.	8
26	Bernard Arendt, Assistant Building Inspector - Report re: (Mrs. Netzel).	9

 RESOLUTIONS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 19 June 17, 1974</u>		
22	Decision on Rezoning - 2379-2385 Union Road.	11
23	Decision on Rezoning - S.W. Corner of William & Glidden.	11
24	Decision on Rezoning - 3409 Genesee Street.	11
25	Call for public hearing; Zoning Ordinance Change - Flood Plain.	11-14
26	Call for public hearing; Zoning Ordinance Change - Beauty Shop Use.	15
27	Job Status - EEA Employees.	15
28	Approval of Emergency Refuse Disposal Agreement.	15
29	Setting of Public Hearing for Conservation Commission Ordinance.	15
30	Designation of Brokers of Record for Town Insurance Program.	15
31	Hiring of part-time summer employees in employee pool (to be assigned where needed).	15
32	Summer help in Recreation Department.	15-16
33	Hometown Beautifications - Additions.	16
34	Emergency Sewer Repairs.	16-17
35	Hiring of summer help in Building Maintenance Department.	17
36	Authorization for Joan Dudek to attend Training Session.	17
37	Authorization for Alfred Wnek, Robert Karaszewski and Alfred Lonczak to attend Seminar.	17
37a	Supervisor's Statement of Funds.	18
38	Transfer of Funds.	18
39	Warrant List.	18

Meeting No. 21 July 1, 1974

19	Order Call for a Public Hearing re: Sewer District No. 3.	8-9
20	Decision on Rezoning - Lot 95, French Road.	10
21	Decision on Rezoning - 2379-2385 Union Road.	11
22	Engineering Department - Resolution re: Construction of Sidewalks.	12-13
23	Engineering Department - Authorization for Town Engineer to attend Conference.	13
24	Sanitation Department - Create Position of Three (3) Motor Equipment Operators.	13
25	Sanitation Department - Appointments to the Position of Motor Equipment Operators.	13

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 21 July 1, 1974 Cont'd</u>		
26	Sanitation Department - Appointment of part time summer Laborers.	13
27	Sanitation Department - Advertise for Bids for the purchase of a Hoist for refuse pick-up Service.	13-14
28	Summer Employment Replacements.	15
29	Building Maintenance Department - Appointment of summer help.	15
30	Warrant List.	15-16
31	Transfer of Funds.	16

Meeting No. 22 July 15, 1974

27	Authorization for Supervisor to make payments for Copy Machine.	7
28	Create position of Full Time Laborer in Parks Department.	7
29	Appointments to the positions of Motor Equipment Operators.	7-8
30	Hometown Beautification Program - replacements.	8
31	Engineering - Authorization for Mr. Bryan to attend meeting.	8
32	Sewer District #3.	9
33	Traffic Amendment.	9-10
34	Specs for Refuse Disposal Site and/or Transfer Dumping Station.	11
35	Change of position title for Youth Bureau.	11
36	Signing of contract for Rehm Road Park.	11-12
37	Authorization for signing contract with Lord of Life Lutheran Church.	12
38	Hitchcock Drive.	12
39	Creation of 7 positions in Police Department.	12
40	Transfer of Funds.	12-13
41	Warrant List.	13
42	Building Maintenance - Notice to Bidders for one (1) garden tractor.	13-14

Meeting No. 25 August 5, 1974

27	Authorization for Town Attorney's Office to review proposed Agreement between Buffalo Sewer Authority and Town of Cheektowaga.	9
28	Call for Public Hearing - Amendments to the Traffic Ordinance.	9-10
29	Decision on Rezoning - 10 Brentwood Drive.	11
30	Decision on Rezoning - 61 Bennett Road.	12
31	Decision on Rezoning - Lot 76, Genesee Street.	13

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
<u>Meeting No. 25 August 5, 1974 Cont'd</u>		
32	Rescind Resolution call for a Public Hearing on Amendments to the Traffic Ordinance of 7/15/74.	15
33	Resolution Amending Traffic Ordinance re: Signal at Cleveland Dr., Exit 50A.	15
34	Salary of Clerk-typist in Cheektowaga Justice Court Office.	16
35	Salary of Clerk-typist in Recreation Department.	16
36	Appointment to the position of Maintenance Man in Cheektowaga Parks Department.	16
37	Engineering Department - Town Engineer requests authorization to att. International Public Works Congress & Equipment Show in Toronto, Canada.	16
38	Warrant List.	17
39	Transfer of Funds.	17

SUSPENSION OF RULES

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 19 June 17, 1974</u>	
40	Parade Permit.	19
41	Permission for Captain Gruber to attend Retraining Session.	19
	<u>Meeting No. 21 July 1, 1974</u>	
32	Decision on Rezoning - 3409 Genesee Street.	16-18
33	Authorization for Chairman & Secretary of the Chktg. Traffic Safety Commission to Attend Annual Meeting at Saratoga Springs.	19
	<u>Meeting No. 22 July 15, 1974</u>	
43	Appointment of Judge to take over duties of Justice John Jablonski.	15
44	Change salary of Clerk-typist in Police Department.	15
45	Investigation of property at	15-16
46	Create position of Maintenance Man in the Parks Department.	16

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<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
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2	Building Permits.	1
3	Decision on Rezoning - 3409 Genesee Street.	1
4	Decision on Rezoning - 2379-2385 Union Road.	1
5	Job Status - E E A.	1
6	Set Public Hearing for Conservation Commission Ordinance.	1
7	Legal fees for retaining counsel re: Arber etal vs. Supervisor etal.	1-2
8	Preparation of PO-17 Forms for positions of Patrolmen in Police Department.	2
9	Appointment of parmanent laborer in Parks Department.	2
10	Appointment of parmanent clerk-typist in Accounting Department.	2-3
11	Authorization for Supervisor to sign temporary agreement for Refuse Disposal Service.	3
12	Amend resolution for C.A.T.C.H. Attendants.	4
13	Permission for parade permit for Queensmen Drum and Bugle Corps.	4
14	Award of bid for Winston-Vegola Playground; Site Development.	4
15	Authorization for Supervisor to sign application for Recreation Youth Project.	5
16	Appointments for Recreation Department.	5-6

Meeting No. 23 July 18, 1974

2	Engineering - Award of bid for curbing.	1
3	Engineering - Change order - Slate Bottom Creek Bank Protection.	1
4	Engineering - Emergency Sewer repairs.	2
5	Traffic Amendment - Article X - Foisset Avenue, Ontario Dr., etc.	2-3
6	Terminate Leslie Meyers from Town Clerk's Office.	4
7	Appointment of Clerk in Town Clerk's Office.	4

SPECIAL MEETINGS

<u>NO.</u>	<u>ITEM</u>	<u>PAGE</u>
	<u>Meeting No. 24 July 30, 1974</u>	
2	Appointment of Judge to take over duties of Judge John Jablonski.	1-2
3	George Burst, Central Garage Foreman - additional gasoline tank.	2

Item No. 1 At a regular meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 17th day of June, 1974 at 7:30 P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Linda Baer, 2nd Deputy Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney, James Kirsits, Deputy Town Attorney; Chester Bryan, Town Engineer; Casey Kozminski, Deputy Town Assessor; Ron Martin, Assistant Building Inspector; Bernard Arendt, Assistant Building Inspector; Sal LaGreca, Town Planning Commission Chairman, Kenneth Kopacz, Executive Director of the Youth Bureau.

I. BIDS

Item No. 2 Tractor with Mowers
Referred to Chester Bryan, Town Engineer.

Item No. 3 Site Development - Winston-Vegola Playground
Referred to Russ Tryon.

II. GENERAL COMMUNICATIONS

Item No. 4 N.Y.S. Department of Transportation - Notice of Order
Referred to Benedict Kostrzewski, Chief of Police; Referred to the Cheektowaga Traffic Commission.

Item No. 5 Erie County Department of Public Works - Division of Highways - Designation of Restricted Highway.
Referred to Benedict Kostrzewski, Chief of Police; Referred to the Cheektowaga Traffic Commission.

Item No. 6 Pine Hill Fire District No. 5 - letter re: hydrant at new building being built in Town Park

Motion by Councilman Wroblewski, seconded by Councilman Wasielewski

WHEREAS, Pine Hill Fire District #5 requests a hydrant at the new building being built in Town Park, Ridge Park and Greenleaf Lane, Cheektowaga, New York, NOW, THEREFORE, BE IT

RESOLVED that the Erie County Water Authority install a hydrant at said location.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

6/17/74

Item No. 7 William Street Citizens & Taxpayers - letter re: flood relief on
Milsom Street
Referred to Capital Improvements Committee; Referred to Highway
Department.

Item No. 8 William Street Citizens & Taxpayers - letter re: tax exemptions
Referred to Finance Committee

Item No. 9 Mr. Samuel R. Zaczek, letter re: weeds next to his home on Harlem
Referred to John V. Rogowski, Town Attorney (Bldg. Dept.)

III. DEPARTMENTAL COMMUNICATIONS

Item No. 10 Motion by Councilman Wroblewski, seconded by Councilman Wasielewski

BE IT RESOLVED that the Building Permits submitted on June 17th, 1974
be approved subject to the Building Inspector's Approval with the following exceptions
and stipulations:

HELD:

COMMERCIAL STRUCTURES

Clinton Rossler, Inc.
Clinton & Rossler
Erect Theater Bldg.

Metroplex Homes, Inc.
4804 Transit Road
Erect Con Blk Amvet Post

Four Wall Courts
580 Cayuga Road
Erect Recreation Bldg.

PRIVATE DWELLINGS

Helenbrook Inc.	68 Irondale Dr.
Helenbrook Inc.	56 Irondale Dr.
Helenbrook Inc.	36 Irondale Dr.
Helenbrook Inc.	24 Irondale Dr.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 11 Town Clerk's Office - call for public hearing for rezoning of 10 Brentwood

Motion by Councilman Swiatek, seconded by Supervisor Weber

WHEREAS, John J. Dantonio, Jr. has made application and requested the
rezoning of property owned by Donald R. & Alexandria J. McIntyre, located at 10 Brentwood
Drive from R-Residential to RC-Restricted Business, NOW, THEREFORE, BE IT

RESOLVED that a Public Hearing be held regarding said request under
the provisions of the Zoning Ordinance on July 15th, 1974 at 7:00 o'clock P.M.,
Eastern Daylight Saving Time at the Cheektowaga Town Hall, corner of Broadway and
Union Road.

Item No. 11 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasiolewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

TATE OF NEW YORK
OUNTY OF ERIE

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald, a
public newspaper published at Depew,
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 27 day of June,
1974, and the last insertion being on the
day of same, 1974.

DESCRIPTION
All that tract or parcel of land
located in the Town of Cheektowaga,
County of Erie and State of New York,
being part of Lot No. 10,
Range 7 of the
Creek Reservation and
according to map filed in Erie
County Clerk's Office under Cover
is known as subdivision lot
(1)
of the
interest in
will be given an
opportunity to be heard in regard
to the proposed application.
BY ORDER OF THE
TOWN BOARD.
Supervisor
Daniel E. Weber
Councilman
Paul T. Wrabkowski
Councilman
Frank E. Swiatek
Councilman
Kenneth J. Meyers
Councilman
Donald A. Halicki
Councilman
Raymond J. Wasielewski
Councilman
Thomas M. Johnson Jr.
BENEDICT T. HOLTZ
Town Clerk
page 77

Subscribed and sworn to before me this 27 day

of June, 1974

Eleanor Measer

Notary Public in and for Erie County
Eleanor Measer

Notary Seal/Stamp

that a Public Hearing will be held by the Town Board of the Town of Cheektowaga, Erie County, New York, at the Town Hall in the said Town of Cheektowaga, corner of Broadway and Union Road, on the 15th day of July 1974, at 7:00 o'clock P.M., Eastern Daylight Savings Time of said day for the purpose of considering the application of John J. Dantonio, Jr. to Rezone from R - Residential District to RC - Restricted Business District the property located at 10 Brentwood Drive and amend the Zoning Map and Ordinance accordingly, pursuant to Section 16-100 of the Zoning Ordinance of the Town of Cheektowaga, New York.

DESCRIPTION

ALL THAT TRACT OR PARCELS of land situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 50, Township 10, Range 7 of the Buffalo Creek Reservation and according to map filed in Erie County Clerk's Office under Map No. 200 is known as subdivided into 10 lots (1) and notice is hereby given that an opportunity will be given an opportunity to be heard in regard to such proposed application.

BY ORDER OF THE TOWN BOARD

Supervisor Daniel E. Weber
Councilmen:

Felix T. Wroblewski
Frank E. Swiatek
Kenneth J. Meyers
Donald A. Halicki
Raymond J. Wasielewski
Thomas M. Johnson Jr.
BENEDICT T. HOLTZ
Town Clerk

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STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechster of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clara* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for *1* weeks;
first publication..... *June 27, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechster

Sworn to before me this *1st*

day of *July*, 19 *74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

Item No. 12 Engineering - Notice to Bidders for Sludge collector system for Treatment Plant #5

Motion by Councilman Meyers, seconded by Supervisor Weber

WHEREAS, the collector system of one secondary settling tank at the Town of Cheektowaga Sewage Treatment Plant No. 5 needs replacement due to wear after approximately eighteen (18) years of service, AND

WHEREAS, the continual functioning of these systems are necessary for the pollution abatement of Scajaquada Creek, the receiving system, NOW, THEREFORE BE IT

RESOLVED that the Town Clerk is hereby directed to publish the annexed NOTICE TO BIDDERS in connection with said secondary settling tank at the Town of Cheektowaga Wastewater Plant No. 5 and BE IT FURTHER

RESOLVED that the Town Board meet on the 1st day of July, 1974 at 2:30 P.M., Eastern Daylight Saving Time, at the Town Hall, Broadway and Union Road, Cheektowaga, New York, for the purpose of receiving sealed bids at which time they will be publically opened by the Town Board at a public meeting called for that purpose.

NOTICE TO BIDDERS

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on July 1st, 1974 at 2:30 P.M., Eastern Daylight Saving Time at the Town Hall, corner of Broadway and Union Road for work on Sludge Collectors-Final Settling Tank #3.

Information for bidders and specifications may be obtained from the Town Clerk at his office in Cheektowaga Town Hall.

Proposals shall be submitted to the Town Clerk in sealed envelopes plainly marked on the outside "Bid for work on Sludge Collectors" prior to the time of bid opening.

The Town Board reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the specifications and contract documents, may waive any informalities, make an award to other than the low bidder, should it be in the best interests of the Town, or reject any and all bids.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK.

BENEDICT T. HOLTZ
Town Clerk

DATED: June 17, 1974

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasiolewski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

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PROOF OF PUBLICATION

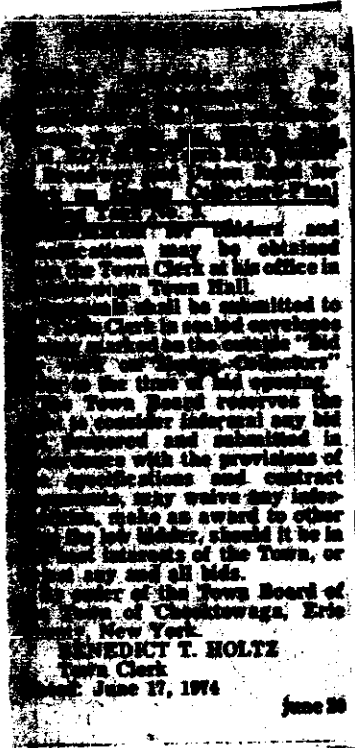
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Publishers Of:

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★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE



George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 20 day of June,
1974, and the last insertion being on the
day of 8888, 19.

Subscribed and sworn to before me this 20 day
of June, 1974

Handwritten signature of George J. Measer

Handwritten signature of Eleanor Measer

Notary Public in and for Erie County Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

NOTICE TO BIDDERS

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga on July 1st, 1974 at 2:30 PM EDT at the Town Hall, corner of Broadway and Union Road for work on Sludge Collectors Final Settling Tank #1.

Information for bidders and specifications may be obtained from the Town Clerk at his office in Cheektowaga Town Hall.

Proposals shall be submitted to the Town Clerk in sealed envelopes plainly marked on the outside "Bid for work on Sludge Collectors" prior to the time of the opening.

The Town Board reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the specifications and contract documents, may waive any irregularities, make an award to other than the low bidder, should it be in the best interests of the Town, or reject any and all bids.

By order of the Town Board of the Town of Cheektowaga, Erie County, New York.

BENEDICT P. HOLTZ
Town Clerk

DATED: June 17, 1974

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STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Secute, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Chick* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *June 20, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Secute

Sworn to before me this *21st*

day of *June*, 19 *74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

Item No. 13 Engineering - Notice to Bidders for curbing for ice rink

Motion by Councilman Swiatek, seconded by Supervisor Weber

WHEREAS, there is need for installation of curbing at the Town Recreation Center now under construction and the Town Park Swimming Pool, NOW, THEREFORE, BE IT

RESOLVED that the Town Clerk is directed to publish a Notice to Bidders in connection with said construction of curbing and BE IT FURTHER

RESOLVED that the Town Board meet on the 1st day of July, 1974 at 2:30 P.M., Eastern Daylight Saving Time at the Town Hall, Broadway and Union Road, Cheektowaga, New York, for the purpose of receiving sealed bids at which time they will be publically opened by the Town Board at a public meeting for that purpose.

* * * * *

N O T I C E T O B I D D E R S

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 1st day of July, 1974 at 2:30 P.M. o'clock, Eastern Daylight Saving Time in the Town Hall in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Concrete Curbs at the Cheektowaga Recreation Center, Town Park, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board of the Town of Cheektowaga, all of which are on file with the Town Clerk in his office in the Town Hall.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office. Copies may be secured at the Town Clerk's Office upon payment of \$20.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the award or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Eastern Daylight Saving Time on the 1st day of July, 1974.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Clerk of the Town of Cheektowaga, Town Hall, Cheektowaga, New York and marked as "Proposal for the Construction of Concrete Curbs".

The right to reject any and all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga, and in accordance with law, are herewith reserved.

Each proposal must be accompanied by a certified check for a sum equal to ten per-cent (10%) of the amount of the bid, Payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the Town Attorney for the Town of Cheektowaga, New York, in a sum equal to ten per-cent (10%) of the amount of the bid, Conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within 45 days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidders will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the contract award.

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Item No. 13 cont'd

Attention of the bidders is further called to Section 2604 of the Public Authorities Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

BENEDICT T. HOLTZ,
Town Clerk
Town of Cheektowaga, New York

DATED: June 17, 1974

* * * * *

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

6/17/74

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PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

Amherst Bee ★ Clarence Bee ★ Lancaster Enterprise Journal
★ Depew Herald Journal and Cheektowaga News

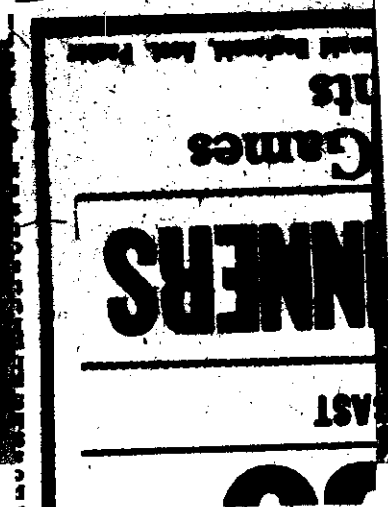
5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 1st day of July, 1974 at 2:30 P.M. o'clock, Local Time in the Town Hall in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Concrete Courts at Cheektowaga Recreation Center, Town Park in accordance with the Contract Documents hereon, including Plans, Specifications, Instructions to Bidders, etc., prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board of the Town of Cheektowaga, all of which are on file with the Town Clerk in his office in the Town Hall. Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office. Proposals may be secured at the Town Clerk's office upon payment of the cost of the documents. The bidder upon returning said proposals and Contract Documents in sealed envelopes, within thirty (30) days following the award of the contract of the bids, will be required to pay the amount of their bid. Non-bidders will similarly be required to pay one-half of their bid. Proposals shall be filed with the Town Clerk and no proposals will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974. Proposals must be enclosed in a sealed envelope and shall be addressed to the Town Clerk of Cheektowaga, New York.

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 20 day of June,
1974, and the last insertion being on the
day of same, 1974.



Subscribed and sworn to before me this 20 day

George J Measer (handwritten signature)

of June, 1974

Eleanor Measer
Notary Public in and for Erie County Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

PROOF OF PUBLICATION

Bee Publications Inc.

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 1st day of July, 1974 at 2:30 P.M. Local Time in the Town Hall in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Concrete Curbs and Sidewalks, Macraillan Street, Town Park, in accordance with the Contract Documents hereafter, including Plans, Specifications, Instructions to Bidders, and prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board of the Town of Cheektowaga, all of which are on file with the Town Clerk in his office in the Town Hall.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office. Plans may be secured at the Town Clerk's Office upon payment of \$1.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the award or the opening of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposals will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974.

All bids must be enclosed in a sealed envelope and shall be addressed to the Town Clerk of the Town of Cheektowaga, Town of Cheektowaga, New York and shall be captioned "Proposal for the Construction of Concrete Curbs."

Bidders shall accept any and all conditions and informatics in, and make an award to other than the lowest bidder should it be deemed to be in the best interest of the Town of Cheektowaga, and in accordance with law, are herewith approved.

Each proposal must be accompanied by a certified check for a sum equal to ten per cent (10 per cent) of the amount of the bid, payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the Town Attorney for the Town of Cheektowaga, New York, in a sum equal to ten per cent (10 per cent) of the amount of the bid. Conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the contract.

No bidder may withdraw his bid within 45 days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidders will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the contract award.

Attention of the bidders is further called to Section 2004 of the Public Authorities Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

Benedict T. Holtz,
Town Clerk
Town of Cheektowaga,
New York
Dated: June 17, 1974

George J. Measer

being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 20 day of June,
1974, and the last insertion being on the
day of same, 19.

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NOTICE TO BIDDERS
NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 1st day of July, 1974 at 2:30 P.M. o'clock Local Time in the Town Hall in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Concrete Curbs at the Cheektowaga Recreation Center, Town Park, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board of the Town of Cheektowaga, all of which are on file with the Town Clerk in his office in the Town Hall.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office. Copies may be secured at the Town Clerk's office upon payment of \$20.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the award or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974.

All bids must be enclosed in a with sufficient sureties to be approved by the Town Attorney for the Town of Cheektowaga, New York, in a sum equal to ten per cent (10%) of the amount of the bid, Conditioned that, if his proposal is accepted, he will enter into a contract for the same and that he will execute such further security as may be

bid within 30 days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidders will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the contract award.

Attention of the bidders is further called to Section 2604 of the Public Authorities Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

Benedict T. Holtz, Town Clerk
Town of Cheektowaga, New York
Dated: June 17, 1974

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga, County of Erie, State of New York, on the 1st day of July, 1974 at 2:30 P.M. o'clock Local Time in the Town Hall in the Town of Cheektowaga, New York, for furnishing all tools, equipment, materials and labor for the construction of the Concrete Curbs at the Cheektowaga Recreation Center, Town Park, in accordance with the Contract Documents therefor, including Plans, Specifications, Instructions to Bidders, etc., prepared by the Town of Cheektowaga Engineering Department, and approved by the Town Board of the Town of Cheektowaga, all of which are on file with the Town Clerk in his office in the Town Hall.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders may be examined at the above office. Copies may be secured at the Town Clerk's office upon payment of \$20.00 per set of documents.

Any bidder upon returning said Plans and Contract Documents in good condition, within thirty (30) days following the award or the rejection of the bids, will be refunded the amount of their deposit. Non-bidders will similarly be refunded one-half of their deposit. Proposals shall be filed with the Town Clerk and no proposal will be accepted after 2:30 P.M. Local Time on the 1st day of July, 1974.

All bids must be enclosed in a separate sealed envelope and shall be addressed to the Town Clerk of the Town of Cheektowaga, Town Hall, Cheektowaga, New York and marked as "Proposal for the Construction of Concrete Curbs".

The right to reject any and all bids, to waive any informalities in, or to make an award to other than the low bidder, should it be deemed to be in the best interest of the Town of Cheektowaga, and in accordance with law, are herewith reserved.

Each proposal must be accompanied by a certified check for a sum equal to ten per-cent (10%) of the amount of the bid, Payable to the order of the Town of Cheektowaga, New York, or bond with sufficient sureties to be approved by the Town Attorney for the Town of Cheektowaga, New York, in a sum equal to ten per-cent (10%) of the amount of the bid, Conditioned that, if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be

and within 30 days after the date set for the opening thereof, but may withdraw same any time prior to the scheduled time for the opening of bids.

The successful bidders will be required to furnish a performance bond acceptable to the Owner, in an amount equal to the contract award.

Attention of the bidders is further called to Section 2604 of the Public Authorities Law which requires a bidder's certificate of non-collusion. Such certificate is part of the bid or proposal form and unless complied with, such bid will not be accepted.

Benedict T. Holtz, Town Clerk
Town of Cheektowaga, New York
Dated: June 17, 1974

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STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechtle of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clerk* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for 1 weeks:
first publication..... *June 20, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechtle

Sworn to before me this *21st*

day of *June*, 19 *74*

Naidne C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDNE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

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Item No. 14 Engineering - Award of bid for Rubber Flooring for Recreation Center

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, Notice to Bidders, was duly published for the receipt of bids for the furnishing and installation of resilient rubber flooring at the Town of Cheektowaga Recreation Center which bids were duly received and opened at that meeting, and

WHEREAS, said bids were referred to the Town Engineer for analysis, tabulation, and report which said analysis, tabulation and report is hereto attached and contained in a letter to the Town Board dated June 10, 1974, and

WHEREAS, said Town Engineer has recommended the award of bid to Queen City Rubber Division, 2051 Elmwood, Buffalo, New York, 14207, at the bid price of \$6,716.40, said bid being the lowest bid complying with the specifications, NOW, THEREFORE, BE IT

RESOLVED that the contract be and it hereby is awarded to Queen City Rubber Division, said bidder being a responsible bidder submitting the lowest bid complying with specifications.

* See next page for letter



Town of Cheektowaga

TOWN HALL - BROADWAY AND UNION ROAD - CHEEKTOWAGA, NEW YORK 14227

CHESTER L. BRYAN, P.E.
TOWN ENGINEER
716-683-2200

June 10, 1974

TO THE SUPERVISOR AND THE
HONORABLE TOWN BOARD MEMBERS

Re: Rubber Flooring Bids
for Recreation Center

Gentlemen:

At the regularly scheduled Town Board meeting of June 3, 1974 bids were received and opened for the furnishing and installation of rubber flooring at the Town Recreation Center. Two bids were received as follows:

	<u>Queen City Rubber</u>	<u>Vulcan Floors Inc.</u>
*Item I tile (black)	*\$ 4,794.00	\$ 5,520.00
Alt. Item Ia (colored)	6,018.00	-
Item II 1/4" runner (black)	1,922.40	-
*Alt. Item IIa 1/2" runner (black) *	1,922.40	2,565.00
Alt. Item IIb 1/2" runner (colored)	2,883.60	-

It is recommended that the bid be awarded for Items I and IIa to Queen City Rubber Div., 2051 Elmwood Ave., Buffalo, New York 14207 for submitting the lowest bid meeting the requirements of the specification. Total bid price is \$ 6,716.40.

Very truly yours,

TOWN OF CHEEKTOWAGA

Chester L. Bryan
Chester L. Bryan, P.E.
Town Engineer

CLB:tw

cc: John Rogowski, Town Attorney

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Item No. 14 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 15 Engineering - Award of bid for Sanitary Sewers on Cayuga Road

Motion by Councilman Meyers, seconded by Councilman Wroblewski

WHEREAS, Notice to Bidders was duly published for the receipt of bids for the construction of a sanitary sewer in Sanitary Sewer District No. 5, which said bids were duly received and opened at that meeting, AND

WHEREAS, said bids were referred to the Town Engineer for analysis, tabulation and report, which said analysis, tabulation and report is hereto attached and contained in a letter to the Town Board dated June 10, 1974, AND

WHEREAS, said Town Engineer has recommended the award of bid to Straco, Inc., 1010 Rein Road, Cheektowaga, New York 14225 at the bid price of \$8,727.35, said bid being the lowest bid complying with specifications, NOW, THEREFORE, BE IT

RESOLVED that the contract be and it hereby is awarded to Straco, Inc. for the construction of said sanitary sewer, this being the lowest bid complying with specifications and said bidder being a responsible bidder, AND BE IT FURTHER

RESOLVED that the Supervisor be and hereby is authorized to execute said agreement for the construction of the sanitary sewer on behalf of the Town of Cheektowaga and Sanitary Sewer District No. 5.

* See next page for letter



Town of Cheektowaga

TOWN HALL - BROADWAY AND UNION ROAD - CHEEKTOWAGA, NEW YORK 14227

CHESTER L. BRYAN, P.E.
TOWN ENGINEER
716-683-2200

June 10, 1974

TO THE SUPERVISOR AND
HONORABLE TOWN BOARD MEMBERS
TOWN OF CHEEKTOWAGA

RE: Sanitary Sewer Bids
Cayuga Road

Gentlemen:

At the June 3, 1974, regular Town Board Meeting bids were received and opened for the construction of a sanitary sewer extension on Cayuga Road. This was for seven hundred, thirty feet (730') of sanitary sewer located on the west side of Cayuga Road, north of Cleveland Drive and as petitioned for by the property owners affected. The Erie County Health Department approved the construction of this sewer extension. Bids were received as follows:

Straco Inc.	\$ 8,727.35
LiPuma	12,729.00
Speer Trucking	16,000.00
Firstrhyme Construction Corp.	19,622.00

It is recommended that the bid be awarded to Straco Inc., 1010 Rein Road, Cheektowaga, New York 14225, for submitting the lowest bid meeting the requirements of the specifications.

Very truly yours,

TOWN OF CHEEKTOWAGA

Chester L. Bryan
Chester L. Bryan, P.E.
Town Engineer

CLB/mjj

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Item No. 15 cont'd

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 16 George Burst, Central Garage - request new dumpster hoist and a
Transfer of Funds

Referred to Chester Bryan, Town Engineer

Item No. 17 Highway Department - letter re: Marywood Farms Subdivision

Referred to Chester Bryan, Town Engineer

Item No. 18 Assessor's Office - Authorization for Andrew Schwenk & Casey Kozminski
to attend seminar

Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, the State Board of Equilization and Assessment is conducting
a "Seminary in Appraising for Assessors" at Cornell University in Ithaca, New York, and

WHEREAS, Mr. Andrew Schwenk, Sole Assessor and Mr. Casimir Kozminski
wish to attend said Seminary, NOW, THEREFORE, BE IT

RESOLVED that Mr. Schwenk and Mr. Kozminski be authorized to attend
same, AND BE IT FURTHER

RESOLVED that all reasonable and legal expenses incurred be paid by
the Town.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 19 Frank Orlikowski, Sanitation - requests leave of absence

Motion by Supervisor Weber, seconded by Councilman Wasielewski

BE IT RESOLVED that Frank Orlikowski employed in the Sanitation
Department be and hereby is granted a leave of absence for a period commencing
June 18th, 1974 and terminating on September 18th, 1974.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 20 Chief of Police - Bid for one Police Car

Motion by Councilman Halicki, seconded by Councilman Wasielewski

WHEREAS, on June 2, 1974 while on patrol, car #5 suffered almost
totally irreparable damage to the power train. Although repair is possible, the hard
use to which this car is subjected may cause unforeseen maintenance problems, and

WHEREAS, Chief Kostrzewski has decided to accept the Insurance Company's
decision to remove the car off the road as unsafe, NOW, THEREFORE, BE IT

Item No. 20 cont'd

RESOLVED that the Town Clerk be directed to publish a Notice to Bidders for the furnishing of one (1) vehicle for the Cheektowaga Police Department. Information for bidders and specifications may be obtained from the office of Benedict T. Holtz, Town Clerk or Benedict L. Kostrzewski, Chief of Police; said notice to be published in the CHEEKTOWAGA NEWS and the CHEEKTOWAGA TIMES, and BE IT FURTHER

RESOLVED that the Town Board will meet at 2:30 P.M., Eastern Daylight Saving Time on July 1st, 1974 for the purpose of properly opening and reading the sealed bids.

* * * * *

L E G A L N O T I C E

N O T I C E T O B I D D E R S

Sealed proposals will be received and considered by the Town Board of the Town of Cheektowaga at a meeting thereof to be held at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York at 2:30 P.M., Eastern Daylight Saving Time on July 1st, 1974 for the furnishing of one (1) vehicle for the Cheektowaga Police Department. Information for bidders and specifications may be obtained from the Town Clerk's Office located in the Town Hall, Broadway and Union Road, Cheektowaga, New York or from the office of the Chief of Police located at 3223 Union Road, Cheektowaga, New York.

BENEDICT T. HOLTZ
Town Clerk

DATED: June 17, 1974

* * * * *

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

AFFIDAVITS-NEXT PAGE

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PROOF OF PUBLICATION

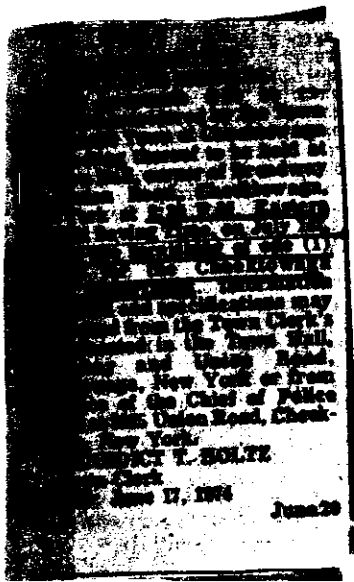
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Publishers Of:

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★ Depew Herald Journal and Cheektowaga News

5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK }
COUNTY OF ERIE }



..... George J. Measer.....
being duly sworn, deposes and says that he is the
..... Publisher..... of the
..... Depew Herald Journal....., a
public newspaper published at
..... Depew....., New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1..... weeks, the first
insertion being on the .20..... day of ...June.....,
19..74..., and the last insertion being on the
day of same....., 19..... .

Subscribed and sworn to before me this _____ 20 _____ day
of _____ June , 19 74 _____

George J. Measer

Notary Public in and for Erie County Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

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PROOF OF PUBLICATION

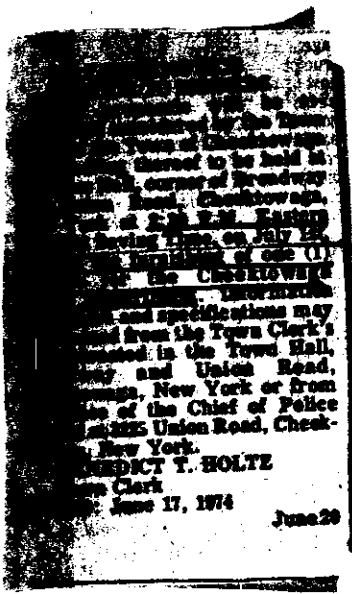
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STATE OF NEW YORK
COUNTY OF ERIE



George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald Journal, a
public newspaper published at
Depew, New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 20 day of June,
1974, and the last insertion being on the
day of same, 19.

Subscribed and sworn to before me this 20 day

of June, 1974

Eleanor Measer

Notary Public in and for Erie County Eleanor Measer

ELEANOR MEASER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

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received and considered by the
Town Board of the Town of
Checkowaga at a meeting there-
of held at the Town Hall,
corner of Broadway and Union
Road, Checkowaga, New York
at 2:30 P.M. Eastern Daylight
Saving Time on July 1st, 1974 for
the furnishing of one (1) vehicle
for the Checkowaga Police
Department. Information for
bidders and specifications may
be obtained from the Town
Clerk's Office located in the Town
Hall, Broadway and Union Road,
Checkowaga, New York or from
the office of the Chief of Police
located at 3223 Union Road,
Checkowaga, New York.
BENEDICT T. HOLTZ
Town Clerk
DATED: June 17, 1974

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STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sechter, of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Clock* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *June 20, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sechter

Sworn to before me this *21st*

day of *June*, 19 *74*

Naidine C. Marong (Williams)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 30, 19 *75*

Item No. 21 Health report for May, 1974
Received and Filed

IV. RESOLUTIONS

Item No. 22 Decision on Rezoning - 2379-2385 Union Road
This item was tabled until the next meeting.

Item No. 23 Motion by Councilman Wroblewski, seconded by Councilman Johnson

WHEREAS, Robert F. and Dorothy Mejak have applied for a rezoning from RC-Restricted Business to CM-General Commercial District the property located at SW corner of William and Glidden Streets, Cheektowaga, New York, and being more particularly described as follows:

THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 73, Township 10, Range 7 of the Buffalo Creek Reservation and according to map filed in Erie County Clerk's Office under Cover 311 is known as subdivision lots Nos. 48, 49 and 50 in block No. 7, being situate on the southeasterly line of William Street as shown on said map,

and to amend the Zoning Map and Ordinance accordingly, pursuant to Section 10-00 of the Zoning Ordinance of the Town of Cheektowaga, New York, and

WHEREAS, a public hearing was held before the Cheektowaga Town Board on the 3rd day of June, 1974 at 2:00 p.m. Eastern Daylight Saving Time after publication of the notice as required by the provisions of the Town Ordinances and the Town Law of the State of New York and all interested parties were given an opportunity to be heard at said hearing, and

WHEREAS, the Erie County Planning Commission has recommended denial of said rezoning, and

WHEREAS, the proposed use of said premises appears to unduly interfere with the use and enjoyment of the surrounding properties, THEREFORE, BE IT

RESOLVED that the said application for rezoning be and hereby is denied.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 24 Decision on Rezoning - 3409 Genesee Street
This item was tabled until the next meeting.

Item No. 25 Motion by Councilman Swiatek, seconded by Councilman Wasielewski

WHEREAS, the Planning Board of the Town of Cheektowaga has recommended that certain provisions of the "Zoning Ordinance of the Town of Cheektowaga, New York" be amended;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the provisions of Section 264 of the Town Law of the State of New York, a public hearing be held on the 19th day of August, 1974 at 7:00 o'clock, Eastern Daylight Saving Time, at a meeting of the Town Board at the Cheektowaga Town Hall, corner of Broadway and Union Road, Cheektowaga, New York; at which hearing all parties in interest and citizens shall have an opportunity to be heard and at which time and place it shall be determined by the Town Board whether the "Zoning Ordinance of the Town of Cheektowaga, New York" shall be amended as provided in the attached Notice of Hearing; and

BE IT FURTHER RESOLVED, that the Town Clerk shall publish the attached Notice of Hearing in the DEPEW HERALD AND CHEEKTOWAGA NEWS and in the CHEEKTOWAGA TIMES, newspapers published in the Town of Cheektowaga and having a general circulation therein, not less than 10 nor more than 20 days prior to the date of the hearing.

NOTICE OF HEARING

ON

PROPOSAL TO AMEND ZONING ORDINANCE

NOTICE IS HEREBY GIVEN THAT in pursuance of a Resolution of the Town Board of the Town of Cheektowaga, which was duly passed on the 17th day of June, 1974 and in accordance with the provisions of Section 264 of the Town Law of the State of New York, a Public Hearing will be held on the 19th day of August, 1974 at 7:00 o'clock P.M., Eastern Daylight Saving Time, at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York, at which hearing all parties in interest and citizens shall have an opportunity to be heard and at which time and place it shall be determined by the Town Board whether the "Zoning Ordinance of the Town of Cheektowaga, New York" shall be amended and changed as follows (changes or additions in text are indicated by underline, deletions by ~~strikeouts~~):

Section 1-20 Flood Plain Zone

1-21 Purpose -- A Flood Plain Zone is hereby established to allow Ellicott, Scajaquada and Cayuga Creeks and their tributaries to carry abnormal flows of water in time of flood; to prevent encroachments into the flood plains of these waterways which will unduly increase flood heights and damage to property as well as a potential threat to the health and safety in the area of greatest flood hazard. The "flood plain zone" is not restricted to any particular Zoning District as established under Section 1-10 of this Ordinance but instead is superimposed over any district which lies within the flood plains of the Scajaquada, Cayuga and Ellicott Creeks and their tributaries.

1-22 Extent of Flood Plain -- For the purposes of this ordinance land subject to flooding shall be defined as follows:

Cayuga Creek -- 1937 Flood level as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated 1967.

Ellicott Creek -- Intermediate Flood Level as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated 1968.

Scajaquada Creek -- Intermediate Regional Flood as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated May 1969.

Cayuga, Ellicott and Scajaquada Creeks Tributaries -- Type 15 Flood Insurance Study prepared for the Federal Insurance Administration by the Buffalo District Corps of Engineers dated March, 1974.

ARTICLE II -- RESIDENCE DISTRICT REGULATIONS

Section 2-00 R Residence District

2-01 Permitted Uses

A. Principal Uses

1. Single Family Dwellings
2. Two Family Dwellings

3. Church, or similar place of worship, parish house, convent, rectory or parsonage.
4. Public or private non-profit, elementary or secondary school accredited by the New York State Department of Education.
5. Golf course catering exclusively to golfers provided that any building thereon shall be at least 75 feet from any lot line and no commercial activity shall be conducted except for an accessory "pro" shop, service building, or an accessory dining room with or without bar facilities.
6. By special permit authorized by Town Board.
(See Section 6.01)
 - (a) Cemetary
 - (b) Home nursery for preschool children
 - (c) Beauty Parlot as a home occupation
(See Section 11-10 Definitions).

ARTICLE XI -- DEFINITIONS

Section 11-10 Definitions

Home Occupation. Any use customarily conducted entirely within a dwelling and carried on only by the residents thereof, and which is clearly incidental and secondary to the use of the dwelling for living purposes and does not change the character thereof, provided that:

- ~~a. Only customary home appliances are used.~~
- a. There is no exterior evidence of such home occupation other than a permitted identification sign as defined under 2-01 B. 4 (a).
- b. No article is sold or offered for sale except as may be produced by members of the family residing on the Premises.
- c. Any use first permitted and as regulated in the RC, C, or M Districts shall not be interpreted as being a home occupation unless specifically listed as a Home occupation.

Section 3-10 CM -- General Commercial District

3-11 Permitted Uses

A. Principal Uses

11. The following uses by special permit authorized by the Town Board. Access drives, reservoir spaces, off-street parking spaces, and utilities where required shall be approved by the Town Board.

(h) Trailer and mobile home sales

ARTICLE IV -- MANUFACTURING DISTRICT REGULATIONS

Section 4-00 M1 - Light Manufacturing District

4-01 Permitted Uses

A. Principal Uses

3. Except in the case of a caretaker or owner's residence, no residential buildings shall be allowed in the M1 District.

Section 4-10 M2 - General Manufacturing District

4-11 Permitted Uses

A. Principal Uses

1. Any use permitted in the CM or M1 District, without the requirement of being conducted within a completely enclosed building and subject to the limitations on uses provided in Section 4-12. Residences are prohibited except in the case of a caretaker or owner.

Item No. 25 cont'd

ARTICLE V -- OFF-STREET PARKING REGULATIONS

5-03 Places of Assembly - Parking Spaces

- (e) Eating or drinking establishments, principal or accessory:
- (1) Drive-in type
3 spaces for each ~~25~~ 100 square feet of gross floor area
 - (2) Other types
2 spaces for each 5 seats

5-04 Business or Industrial Uses - Parking Spaces

- (f) Doctor, dentist or real estate office
- ~~5 spaces for each office~~
 - 10 spaces for each practicing doctor or dentist
 - 5 spaces for each real estate office

* * * * *

Upon Roll Call,...

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

AFFIDAVITS-NEXT PAGE

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

NOTICE IS HEREBY GIVEN
that in pursuance of a Resolution
of the Town Board of the Town of
Cheektowaga, which was duly
passed on the 17th day of June,
1974, and in accordance with the
provisions of Section 204 of the
Town Law of the State of New
York, a Public Hearing will be held
on the 15th day of August, 1974, at
the Town Hall, corner of
Cheektowaga and Union Roads,
Cheektowaga, New York, at which
time all parties in interest and
concern shall have an opportunity
to be heard and at which time and
place shall be determined by the
Town Board whether the zoning
ordinance of the Town of Cheektowaga,
New York, shall be
amended and changed as follows:

Section 3-10 CM - General Commercial District
3-11 Permitted Uses
A. Principal Uses
1. Single Family Dwellings
2. Two Family Dwellings
3. Church or similar place of
worship, or parsonage.
4. Public or private non-profit
elementary or secondary school
as authorized by the New York State
Department of Education.
5. Golf course catering ex-
clusively to golfers provided that
any building thereon shall be at
least 75 feet from any lot line and
no commercial activity shall be
conducted except for an accessory
shop, service building, or an
accessory dining room with or
without bar facilities.
6. By special permit authorized
by Town Board. (see Section 6.01)
(a) Cemetery
(b) Home nursery for preschool
children
(c) Beauty Parlor as a home
occupation. (See Section 11-10
Definitions)

Section 11-10 DEFINITIONS
Section 11-10 Definitions
Home Occupation. Any use cus-
tomarily conducted entirely within
a dwelling and carried on only by
the residents thereof, and which is
clearly incidental and secondary
to the use of the dwelling for living
purposes and does not change the
character thereof, provided that:
a. Only customary home
appliances are used.
b. There is no exterior evidence
of such home occupation other
than a permitted identification
sign as defined under 2-01 B. 4 (a).
c. No article is sold or offered for
sale except as may be produced by
members of the family residing on
the premises.
d. Any use first permitted and as
regulated in the RC, C, or M Dis-
tricts shall not be interpreted as
being a home occupation unless
specifically listed as a home
occupation.

Section 3-10 CM - General Commercial District
3-11 Permitted Uses
A. Principal Uses
1. Single Family Dwellings
2. Two Family Dwellings
3. Church or similar place of
worship, or parsonage.
4. Public or private non-profit
elementary or secondary school
as authorized by the New York State
Department of Education.
5. Golf course catering ex-
clusively to golfers provided that
any building thereon shall be at
least 75 feet from any lot line and
no commercial activity shall be
conducted except for an accessory
shop, service building, or an
accessory dining room with or
without bar facilities.
6. By special permit authorized
by Town Board. (see Section 6.01)
(a) Cemetery
(b) Home nursery for preschool
children
(c) Beauty Parlor as a home
occupation. (See Section 11-10
Definitions)

ARTICLE II - RESIDENCE
DISTRICT REGULATIONS
Section 2-02 B Residence District
2-02 Permitted Uses

A. Principal Uses
1. Single Family Dwellings
2. Two Family Dwellings
3. Church or similar place of
worship, or parsonage.
4. Public or private non-profit
elementary or secondary school
as authorized by the New York State
Department of Education.
5. Golf course catering ex-
clusively to golfers provided that
any building thereon shall be at
least 75 feet from any lot line and
no commercial activity shall be
conducted except for an accessory
shop, service building, or an
accessory dining room with or
without bar facilities.
6. By special permit authorized
by Town Board. (see Section 6.01)
(a) Cemetery
(b) Home nursery for preschool
children
(c) Beauty Parlor as a home
occupation. (See Section 11-10
Definitions)

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald, a
public newspaper published at Depew,
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 8th day of August,
1974, and the last insertion being on the
day of same, 1974.

George J. Measer

Subscribed and sworn to before me
of August
Myrna Rosen
Notary Public in and for Erie County
MYRNA ROSEN
Notary Public, State of New York
Qualified In Erie County
My Commission Expires March 30, 1976

PROOF OF PUBLICATION

Bee Publications Inc.

Publishers Of:

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5564 MAIN STREET,
WILLIAMSVILLE, N.Y. 14221
PHONE: 632-4700

STATE OF NEW YORK
COUNTY OF ERIE

NOTICE OF PUBLIC HEARING GIVEN BY THE TOWN BOARD OF THE TOWN OF CHEEKTOWAGA, NEW YORK, ON THE 17TH DAY OF JUNE, 1974, AND IN ACCORDANCE WITH THE PROVISIONS OF SECTION 264 OF THE VEHICULAR LAW OF THE STATE OF NEW YORK, A PUBLIC HEARING WILL BE HELD ON THE 15TH DAY OF AUGUST, 1974 AT 7:30 P.M., DAYLIGHT SAVING TIME, AT THE TOWN HALL, CORNER OF WILSON AND UNION ROAD, CHEEKTOWAGA, NEW YORK, AT WHICH TIME ALL PARTIES IN INTEREST AND CONCERN SHALL HAVE AN OPPORTUNITY TO BE HEARD AND AT WHICH TIME AND DATE IT SHALL BE DETERMINED BY THE TOWN BOARD WHETHER THE "TOWNSHIP OF CHEEKTOWAGA, NEW YORK" SHALL BE INCORPORATED AS A TOWNSHIP OR AS A VILLAGE.

George J. Measer
being duly sworn, deposes and says that he is the
Publisher of the
Depew Herald, a
public newspaper published at Depew,
New York, that the
notice of which the annexed printed slip taken from
said newspaper, is a copy, was inserted and published
therein once a week for 1 weeks, the first
insertion being on the 8th day of August
1974, and the last insertion being on the
day of SAME, 1974.

3-11 Permitted Uses
A. Principal Uses
1. The following uses by special
license authorized by the Town
Board: access drives, reservoir
space, off-street parking spaces,
and structures where required shall
be approved by the Town Board.
Trailer and mobile home
ARTICLE IV - DISTRICT
REGULATIONS
Section 4-08 M 1 - Light Manu-
facturing District
4-01 Permitted Uses
A. Principal Uses
1. Except in the case of a care-
taker or owner's residence, no
residential buildings shall be al-
lowed in the M 1 District.
Section 4-10 M 2 - General
Manufacturing District
4-11 Permitted Uses
A. Principal Uses
1. Any use permitted in the C-1
or M 1 District, without the re-
quirement of being conducted
within a completely enclosed
building and subject to the limita-
tions on uses provided in Section 4-
12. Residences are prohibited ex-
cept in the case of a caretaker or
owner.
ARTICLE V - OFF-STREET
PARKING REGULATIONS
5-03 Places of Assembly - Park-
ing Spaces
(e) Eating or drinking establish-
ments, principal or accessory:
(1) Drive-in type 3 spaces for
each 25 100 square feet of gross
floor area
(2) Other types 2 spaces for each
5 seats.
5-04 Business or Industrial Uses
- Parking Spaces
(f) Doctor, dentist or real estate
office
- 5 spaces for each office
- 10 spaces for each practicing
doctor or dentist
- 5 spaces for each real estate
office
By Order of the Town Board of
Cheektowaga, Erie County, New
York.
DATED: August 5, 1974
BENEDICT T. HOLTZ
Town Clerk
Aug. 8

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**NOTICE OF HEARING ON
PROPOSAL OF AMEND
ZONING ORDINANCE**

NOTICE IS HEREBY GIVEN THAT in pursuance of a Resolution of the Town Board of the Town of Cheektowaga, which was duly passed on the 17th day of June, 1974, and in accordance with the provisions of Section 264 of the Town Law of the State of New York, a Public Hearing will be held on the 19th day of August, 1974 at 7:00 o'clock P.M., Daylight Saving Time, at the Town Hall, corner of Broadway and Union Road, Cheektowaga, New York, at which hearing all parties in interest and citizens shall have an opportunity to be heard and at which time and place it shall be determined by the Town Board whether the "Zoning Ordinance of the Town of Cheektowaga, New York" shall be amended and changed as follows (changes or additions in text are indicated by underline, deletions by strikeouts):

Section 1-20 Flood Plain Zone

1-21 Purpose - A Flood Plain Zone is hereby established to allow Ellicott, Scajaquada and Cayuga Creeks and their tributaries to carry abnormal flows of water in time of flood; to prevent encroachments into the flood plains of these waterways which will unduly increase flood heights and damage to property as well as a potential threat to the health and safety in the area of greatest flood hazard. The "flood plain zone" is not restricted to any particular Zoning District as established under Section 1-10 of this Ordinance but instead is superimposed over any district which lies within the flood plains of the Scajaquada, Cayuga and Ellicott Creeks and their tributaries.

1-22 Extent of Flood Plain - For the purpose of this ordinance land subject to flooding shall be defined as follows:

Cayuga Creek - 1937 Flood level as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated 1967.

Ellicott Creek - Intermediate Flood Level as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated 1968.

Scajaquada Creek - Intermediate Regional Flood as defined in Flood Plain Information Report prepared by the Buffalo District Corps of Engineers dated May 1969.

Cayuga, Ellicott and Scajaquada Creeks Tributaries - Type 15 Flood Insurance Study prepared for the Federal Insurance Administration by the Buffalo District Corps of Engineers dated March, 1974.

ARTICLE II - RESIDENCE

DISTRICT REGULATIONS

Section 2-00 R Residence District

2-01 Permitted Uses

A. Principal Uses

1. Single Family Dwellings
2. Two Family Dwellings
3. Church or similar place of worship, parish house, convent, rectory or parsonage.
4. Public or private non-profit, elementary or secondary school accredited by the New York State Department of Education.
5. Golf course catering exclusively to golfers provided that any building thereon shall be at least 75 feet from any lot line and no commercial activity shall be conducted except for an accessory "pro" shop, service building, or an accessory dining room with or without bar facilities.
6. By special permit authorized by Town Board. (see Section 6.01)

(a) Cemetery

(b) Home nursery for pre-

school children

(c) Beauty Parlor as a home occupation (See Section 11-10 Definitions).

ARTICLE XI - DEFINITIONS

Section 11-10 Definitions

Home Occupation. Any use customarily conducted entirely within a dwelling and carried on only by the residents thereof, and which is clearly incidental and secondary to the use of the dwelling for living purposes and does not change the character thereof, provided that:

a. Only customary home appliances are used.

a. There is no exterior evidence of such home occupation or other than a permitted identification sign as defined under 2-01 B. 4 (a).

b. No article is sold or offered for sale except as may be produced by members of the family residing on the premises.

c. Any use first permitted and as regulated in the RC, C, or M Districts shall not be interpreted as being a home occupation unless specifically listed as a home occupation.

Section 3-10 CM-General Commercial District

3-11 Permitted Uses

A. Principal Uses

11. The following uses by special permit authorized by the Town Board. Access drives, reservoir spaces, off-street parking spaces, and utilities where required shall be approved by the Town Board.

(h) Trailer and mobile home sales.

ARTICLE IV - MANUFACTURING DISTRICT REGULATIONS

Section 4-00 M1 -Light Manufacturing District

4-01 Permitted Uses

A. Principal Uses

3. Except in the case of a caretaker or owner's residence, no residential buildings shall be allowed in the M1 District.

Section 4-10 M2 - General Manufacturing District

4-11 Permitted Uses

A. Principal Uses

1. Any use permitted in the CM or M1 District, without the requirement of being conducted within a completely enclosed building and subject to the limitations on uses provided in Section 4-12. Residences are prohibited except in the case of a caretaker or owner.

ARTICLE V - OFF-STREET

PARKING REGULATIONS

5-03 Places of Assembly - Parking Spaces

(e) Eating or drinking establishments, principal or accessory:

**(1) Drive-in type
3 spaces for each 25-100 square feet of gross floor area**

**(2) Other types
2 spaces for each 5 seats.**

5-04 Business or Industrial Uses - Parking Spaces

(f) Doctor, dentist or real estate office

**5 spaces for each office
10 spaces for each practicing doctor or dentist**

5 spaces for each real estate

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STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF CHEEKTOWAGA } ss.

Gladys M. Sestito of the town
of Cheektowaga, in said County of Erie, being
duly sworn, deposes and says that he (she) is
..... *Club* of the Cheek-
towaga Times, a public newspaper published
weekly in said town; that the notice, of which
the annexed printed slip, taken from said news-
paper is a copy, was inserted and published in
said paper once a week for weeks:
first publication..... *August 8, 1974* ;
last publication..... ;
and that no more than six days intervened be-
tween publications.

Gladys M. Sestito

Sworn to before me this *12th*

day of *August*, 19*74*

Naidine C. Marong (Wellman)

Notary public in and for Erie County, N. Y.

NAIDINE C. MARONG
Notary Public State Of New York
Qualified in Erie County
My Commission Expires March 30, 19*75*

Item No. 26 Call for public hearing; Zoning Ordinance Change - Beauty Shop Use
Refer to Item No. 25

Item No. 27 Job Status - EEA Employees
This item was withdrawn.

Item No. 28 Approval of Emergency Refuse Disposal Agreement
This item was referred to the adjourned meeting on June 24th, 1974
at 6:00 o'clock P.M.

Item No. 29 Setting of Public Hearing for Conservation Commission Ordinance
Motion by Councilman Swiatek, seconded by Councilman Wroblewski
BE IT RESOLVED that this item be tabled until the next meeting on
June 24th, 1974 at 6:00 o'clock P.M.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 30 Motion by Councilman Halicki, seconded by Councilman Wroblewski

BE IT RESOLVED that Ben Hoey Agency, Cheektowaga, New York; and
Sloan Service Agency, Sloan, New York, be designated as Brokers of Record for Town
Insurance Program.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 31 Motion by Councilman Meyers, seconded by Councilman Swiatek

BE IT RESOLVED that the following be appointed in a part-time summer
employee pool to be assigned where needed, at the rate of \$2.36 per hour:

Mark Guerra Zurbrick Road., Depew, N.Y.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 32 Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following be hired by the Recreation Department for
Summer Employment 1974:

RECREATION SUPERVISOR @ \$900.00 per season

Paul Tokasz
John Grad

RECREATION ATTENDANTS @ \$2.15 per hour

Vincent Ammirati,
Joan Korkowski,
Mike Wolniewicz,
Janice Elder,
Thomas Wild,
JoAnn Harris,

James Kubek,
Richard Przybyl,
Sandra Dudziak,
Beatrice Sliwinski,
James Heinz,
Sue Zablotny,

6/17/74

Item No. 32 cont'd

RECREATION SUPERVISOR @ \$1,400.00 per season

David Stoczynski

RECREATION ATTENDANTS (BATHHOUSE) @ \$1.90 per hour

Alan Dziadosz,
Marilyn Kurz,
Diane Wozniak,
Lawrence Smaczniak
Virginia Spyra,
Stephen Nabach,
Robert Chapman,

Wayne Kwiatkowski,
Daniel Whitehead,
James Carr,
Marie Wild,
Diane Melber.
Sue Cych,
Thomas Zakrzewski,

and BE IT FURTHER

RESOLVED that the following people which were hired at the May 20th meeting by the Recreation Department to work as Recreation Attendants at the rate of \$2.15 per hour be transferred to work as Recreation Attendants (Bathhouse) at the rate of \$1.90 per hour:

Paula Popiela,
Ronald Radziwon,
Michelle Malecki
Cheryl Maturski,

Joann Gruber,
Michael Zadrozny,
Kathleen Szprygada,

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 33 Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following be hired for Hometown Beautification for summer employment 1974 to replace those individuals who were authorized to work, but have refused employment:

Michael Thauer	Joseph Towery
Cheektowaga, New York	Cheektowaga, New York
Robert Barczak,	Donald Franz
Cheektowaga, New York	Cheektowaga, New York
Jay Meyers	Leonard Loga
Cheektowaga, New York	Cheektowaga, New York
Jeff Bolis	
Cheektowaga, New York	

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson
NAYES: 0
ABSENT: 0

Item No. 34 Motion by Councilman Meyers, seconded by Supervisor Weber

WHEREAS, emergency repairs were required on the sanitary sewers at 29 Beale Street, 35 Beale Street and at the north end of Pinehurst in Sanitary Sewer District No. 5 and on Biscayne Dr. at Satinwood Dr. in Sanitary Sewer District No. 7, while repairs were ordered by the Town Engineer, NOW, THEREFORE, BE IT

6/17/74

Item No. 34 cont'd

RESOLVED that the vouchers of Straco, Inc. 1010 Rein Road, Cheektowaga, New York, in teh amounts of \$190.30, \$820.96, \$484.55 and \$512.05, respectively to do the work and furnish the materials for the sewer repairs, be approved and order paid.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 35 Motion by Councilman Wasielewski, seconded by Councilman Halicki

RESOLVED that the following be hired for summer help at the rate of \$2.36 per hour to work around the town buildings with the Building Maintenance Department:

Ronald Fenski
Vincent C. Ammirati

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 36 Motion by Councilman Swiatek, seconded by Councilman Meyers..

RESOLVED that Joan Dudek, Deputy Receiver of Taxes, be authorized to attend a Special Training Session for Receivers and Collectors at Cornell University, Ithaca, New York, on June 18th and 19th.

BE IT FURTHER RESOLVED that Joan Dudek be reimbursed by the Town for her necessary and reasonable travel and accomodation expenses.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 37 Motion by Councilman Wasielewski, seconded by Councilman Wroblewski

WHEREAS, the New York State Seminar of Town Superintendents of Highways, Inc. will be held at Cornell University, Ithaca, New York on June 19th, 20th, and 21st, 1974, THEREFORE, BE IT

RESOLVED that Alfred F. Wnek, Superintendent of Highways, be authorized to attend said conference, and BE IT FURTHER

RESOLVED that all legal expenses be reimbursed by the Town.

Also RESOLVED that Robert Karaszewski and Alfred Lonczak, Foremen in the Highway Department, be authorized to attend the same seminar as shown above, and BE IT FURTHER

RESOLVED that all legal expenses be reimbursed by the Town.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 37 A Motion by Councilman Halicki, seconded by Councilman Wasielewski

BE IT RESOLVED that the Supervisor's Statement of Funds be accepted.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 38 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following transfer of funds in the General Fund be approved:

	<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>	
Contingent	A1990.480	\$675.00	Personal Printing	A1430.401

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 39 Motion by Councilman Halicki, seconded by Councilman Wroblewski

RESOLVED that the following named vouchers and warrants submitted to the Town of Cheektowaga for the period ending June 17, 1974 be and hereby are approved and that Supervisor pay said warrants:

<u>FUND</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General	4887	5113	\$202,420.09
Part Town	333	344	3,132.42
Highway	6168	6210	44,720.75
Special Districts	1608	1673	128,825.30
Federal Revenue Sharing	48	53	6,666.03
Trust and Agency	154	155	7,841.43
Construction & Improvement	390	392	99,395.88
			<u>\$493,001.90</u>

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Motion by Councilman Halicki, seconded by Councilman Swiatek

BE IT RESOLVED that the rules be suspended to include the following items:

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

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V. SUSPENSION OF RULES

Item No. 40 Parade Permit

Motion by Councilman Meyers, seconded by Councilman Wroblewski

WHEREAS, the Queensmen Drum and Bugle Corps has requested permission to parade on Tuesday, June 18th, 1974 at 7:00 o'clock P.M., in the vicinity of Northern Parkway, East Grand Boulevard, Central Boulevard and Rosewood Terrace in the Town of Cheektowaga, New York, and

WHEREAS, said drum and bugle corps has requested a parade permit, NOW, THEREFORE, BE IT

RESOLVED that said Queensmen Drum and Bugle Corps be and hereby are given permission to parade in the area hereinabove described at 7:00 p.m. on Tuesday, June 18th, 1974 and BE IT FURTHER

RESOLVED that said drum and bugle corps be granted a parade permit.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 41 Permission for Captain Gruber to attend Retraining Session

Motion by Councilman Halicki, seconded by Councilman Wroblewski

WHEREAS, Captain John B. Gruber requests permission to attend an F.B.I. Academy Section IV Retraining Session, to be held in Cincinnati, Ohio, July 7th to July 10th, 1974, inclusive, and

WHEREAS, the Chief considers this retraining session a necessity for continuous availability of the latest expertise from the F.B.I. as an aid to departmental administration, NOW, THEREFORE, BE IT

RESOLVED that Captain John B. Gruber be granted permission to attend said session, and BE IT FURTHER

RESOLVED that all legal and reasonable expenses incurred be reimbursed by the Town.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski, and Johnson
NAYES: 0
ABSENT: 0

Item No. 42 Motion by Councilman Wasielewski, seconded by Councilman Meyers

BE IT RESOLVED that the meeting be adjourned until Monday, June 24th, 1974 at 6:00 o'clock p.m., in memory of Walter Wisniewski and Frank Burst.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

LINDA BAER
2nd Deputy Town Clerk

Item No. 1 At a regular adjourned meeting of the Town Board of the Town of Cheektowaga, Erie County, New York, held at the Town Hall, corner of Broadway and Union Road, in said Town on the 24th day of June, 1974 at 6:00 P.M., Eastern Daylight Saving Time there were:

PRESENT: Supervisor Daniel E. Weber
Councilman Felix T. Wroblewski
Councilman Frank E. Swiatek
Councilman Kenneth J. Meyers
Councilman Donald A. Halicki
Councilman Raymond J. Wasielewski
Councilman Thomas M. Johnson

ABSENT: 0

Also present were: Benedict T. Holtz, Town Clerk; John V. Rogowski, Town Attorney; Robert Miller, Deputy Town Attorney; Carl Trafalski, Building and Plumbing Inspector and Chester Bryan.

Item No. 2 Building Permits

Motion by Councilman Wroblewski, seconded by Councilman Swiatek

BE IT RESOLVED that the Building Permits submitted on June 24th, 1974 be approved subject to the Building Inspector's Approval.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 3 Decision on Rezoning - 3409 Genesee Street
This item was withdrawn

Item No. 4 Decision on Rezoning - 2379-2385 Union Road
This item was withdrawn.

Item No. 5 Job Status - EEA
This item was withdrawn

Item No. 6 Set Public Hearing for Conservation Commission Ordinance
This item was withdrawn.

Item No. 7 Legal fees for retaining counsel re: Arber et al vs Supervisor et al
Motion by Supervisor Weber, seconded by Councilman Wroblewski

WHEREAS, the Town of Cheektowaga has heretofore retained the services of the law firm of Falk, Siemer, Glick, Tuppen & Maloney to represent the said Town in an action entitled, "Leroy G. Arber and James T. Mahoney, individually and on behalf of all other voters and taxpayers of the Village of Depew similarly situated vs. the Supervisor and the Town Board of Cheektowaga, and the Town of Cheektowaga, Erie County, New York", and

WHEREAS, the Town has been notified that a legal action entitled, "Henry W. DuBois, against the Town Board of the Town of New Paltz," is presently pending before the New York State Court of Appeals, and

Item No. 7 cont'd

WHEREAS, the Town has been informed by its retained counsel that it would be for the best interest of the Town of Cheektowaga to appear in the case of "Henry W. DuBois against the Town Board of the Town of New Paltz," as amicus curiae since the facts and issues of law are similar in each case and the determination by the Court of Appeals would affect the Town's position in its initial action, THEREFORE, BE IT

RESOLVED that the law firm of Falk, Siemer, Glick, Tuppen & Maloney be and hereby is authorized by the Town of Cheektowaga to file a brief amicus curiae in the case of "Henry W. DuBois against the Town Board of the Town of New Paltz" on behalf of the Town of Cheektowaga, and BE IT FURTHER

RESOLVED that the law firm of Falk, Siemer, Glick, Tuppen & Maloney be paid for its legal fees a sum not to exceed Three thousand dollars (\$3,000.00) for its services in filing a brief amicus curiae in said action.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 8 Preparation of PD 17 forms for positions of Patrolmen in Police Dept.

Motion by Councilman Halicki, seconded by Councilman Wroblewski

BE IT RESOLVED that the Supervisor's Office be and hereby is requested to prepare and submit the necessary "PO 17" forms to the Erie County Personnel Office for the establishment of seven (7) positions of patrolmen in the Cheektowaga Police Department.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 9 Appointment of permanent laborer in Parks Department

Motion by Councilman Wroblewski, seconded by Supervisor Weber

WHEREAS, David Klager, residing at _____, Cheektowaga, New York has been previously employed in the position of Laborer in the Cheektowaga Parks Department under the provisions of the Federal Emergency Employment Act of 1971, NOW, THEREFORE, BE IT

RESOLVED that said David Klager, be and hereby is appointed to a permanent position of Laborer in the Cheektowaga Parks Department at a rate of \$4.41 per hour, effective immediately.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, and Wasielewski
NAYES: Councilman Johnson
ABSENT: 0

Item No. 10 Appointment of permanent clerk-typist in Accounting Department

Motion by Supervisor Weber, seconded by Councilman Swiatek

WHEREAS, Virginia Fronczak, residing at 12 Leonard Post Drive, Cheektowaga, New York has previously been appointed to the position of Clerk-Typist in the Accounting Department for a period of thirty (30) days, pending establishment on a Civil Service List, and

Item No. 10 cont'd

WHEREAS, permanent appointment to said position shall be made from an eligible list established from an open competitive examination, and

WHEREAS, Virginia Fronczak passed said examination and is on the Civil Service list, NOW, THEREFORE, BE IT

RESOLVED that Virginia Fronczak be and hereby is appointed to the position of Clerk-Typist in the Accounting Office at an annual salary of \$6,488.25 per annum, effective immediately.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 11 Authorization for Supervisor to sign temporary agreement for Refuse Disposal Service.

Motion by Councilman Wasielewski, seconded by Councilman Swiatek

WHEREAS, bids were duly received by the Cheektowaga Town Board at a meeting thereof held on May 28th, 1974 for the furnishing of a garbage refuse dumping site and/or transfer refuse dumping station for the Town of Cheektowaga, and

WHEREAS, said bid was awarded to Land Reclamation, Inc., 1300 Military Road, Kenmore, New York on the 28th day of May, 1974; said corporation being the lowest sole, responsible bidder, and

WHEREAS, after the awarding of said bid it was discovered that the requirements of Section 103-d of the General Municipal Law calling for the bidder to provide a non-collusive bidding certification were not complied with by the bidder and said resolution awarding the bid was rescinded by the Town Board on June 10, 1974 thereby leaving the Town of Cheektowaga without an agreement for its refuse disposal, and

WHEREAS, the lack of any agreement for refuse disposal by the Town of Cheektowaga created an emergency situation, THEREFORE, BE IT

RESOLVED that the Cheektowaga Town Board hereby declares the lack of a refuse disposal agreement by the Town as consisting of an emergency situation, and BE IT FURTHER

RESOLVED that an agreement during the emergency period from this date to September 15, 1974 be entered into by the Town of Cheektowaga to provide refuse disposal services for the Town residents pending the required procedures for competitive bidding, and BE IT FURTHER

RESOLVED that the Supervisor be and hereby is authorized to sign the temporary agreement which is attached hereto and made a part hereof.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson

NAYES: 0

ABSENT: 0

* See next few pages

AGREEMENT

AGREEMENT entered into as of the 1st day of June, 1974 by and between LAND RECLAMATION INC., 1300 Military Road, Kenmore, New York, hereinafter referred to as "Operator," and the TOWN OF CHEEKTOWAGA, a municipal corporation of the State of New York with its office located at Broadway and Union Road, Cheektowaga, New York, hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the Operator operates a refuse disposal site on Indian Road in the Town of Cheektowaga, New York; and

WHEREAS, the Operator is desirous of servicing the Town for its refuse disposal needs; and

WHEREAS, the Town is desirous of utilizing the Operator's landfill site and refuse disposal services for its refuse disposal; and

WHEREAS, the Town is in need of refuse disposal services for a temporary period pending the awarding of final bids pursuant to the requirements of the General Municipal Law and more specifically Section 103 thereof, and

WHEREAS, a resolution of the Town Board of Cheektowaga adopted on the 24th day of June, 1974 authorizes the execution of this temporary agreement based on the circumstances which are considered an emergency by the Cheektowaga Town Board.

NOW, THEREFORE, in consideration of the following consideration, it is agreed as follows:

First: That during the term of this agreement, the Town hereby agrees to deposit or dump its refuse, rubbish or other waste materials so long as the same are not violative of any existing laws, collected by its municipal vehicles on those premises operated by the Operator on Indian Road in the Town of Cheektowaga, New York.

Second: That during the term of this agreement, the Town agrees to pay to the Operator for handling its refuse, rubbish or other waste materials, delivered to the Operator's site by the Town of Cheektowaga, the sum of One Dollar and Twenty-five Cents (\$1.25) per cubic yard, during the term of this agreement, and in addition thereto, the Town of Cheektowaga shall pay the sum of not more than the sum of One Thousand Two Hundred Dollars (\$1,200.00) per day for the extra day of work required for the up-coming holidays known as Independence Day and Labor Day 1974.

Third: The Town shall be billed monthly for all deliveries during the preceding month.

Fourth: An accurate system of counting loads and cubic yards delivered shall be established which is mutually acceptable to the head of the Town Sanitation Department and the Operator.

Fifth: The Operator agrees to accept all such loads of such refuse, rubbish and waste materials delivered by the Town at the Indian Road site provided that said loads at no time violate applicable statutes, ordinances and codes governing such operations.

Sixth: It is mutually agreed by the parties hereto that in the event the Operator's permit to utilize said premises as a refuse disposal site is suspended or revoked for more than ten (10) days by any action of the State of New York, Town of Cheektowaga or the County of Erie beyond the control of the Operator, this agreement may be terminated by the Operator and this said agreement shall then become null and void without any further liability on either party's part.

Seventh: Nothing contained herein would in any way restrict the right of the Operator to utilize said site to handle the refuse, rubbish or waste materials of any other municipal or

private corporation or person.

Eighth: The parties hereto covenant and agree that this contract shall be for a term commencing June 1, 1974 and terminating September 15, 1974.

Ninth: Town trucks shall be permitted access to the dumping site during all reasonable working hours to be established by the head of the Town Sanitation Department.

Tenth: There shall be no delays in excess of five minutes waiting time to discharge loads once Town trucks arrive at the site.

Eleventh: Access to the site shall be via paved or well kept roads or driveways so as not to damage Town vehicles.

Twelfth: Site operator shall provide towing service to remove any vehicle which may become stuck at the site and move the same to the nearest hard road so as to avoid damage to Town vehicles.

Thirteenth: The Town further agrees that in the event it becomes dissatisfied with the operation of the Operator, that it will give the Operator thirty (30) days' notice to correct any problems. In the event said difficulties are not resolved at this time, the matter will be referred to arbitration, with a representative of the Town and Operator consenting to the appointment of a third party arbitrator.

Fourteenth: This agreement is made pursuant to a Town Board resolution of the Town of Cheektowaga which was duly adopted at an adjourned meeting of the Town Board on June 24, 1974.

Fifteenth: This agreement contains the entire agreement between the parties hereto.

LAND RECLAMATION INC.

(Seal)

By *Jerry H. Williams*
Title *Pres*

Witness:

[Signature]

TOWN OF CHEEKTOWAGA

(Seal)

By *[Signature]*
Supervisor

Witness:

Bennett Holt

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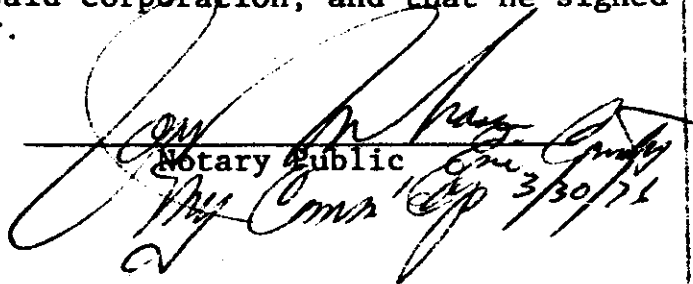
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STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On this 28 day of June, 1974, before me personally came James H. Williams, to me personally known, who, being by me duly sworn, did depose and say that he resides in Grand Island, NY; that he is the President of Land Reclamation Inc., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public
Erie County
My Comm. Exp. 3/30/76

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

On this 24th day of June, 1974, before me personally came Daniel E. Weber, to me personally known, who, being by me duly sworn, did depose and say that he resides in Cheektowaga, New York; that he is the Supervisor of the Town of Cheektowaga, New York, the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; that he signed his name thereto by like order.


Notary Public

JOHN V. ROGOWSKI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 28, 1975

Item No. 12 Amend resolution for C.A.T.C.H. Attendants

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, David Studor residing at _____ and Donald
Zucarelli residing at _____ have been employed as recreation attendants
for the C.A.T.C.H. Program at \$1.75 per hour, and

WHEREAS, the new hourly rate for such attendants has been increased
to \$2.15 per hour,

BE IT RESOLVED that the above mentioned be paid the new hourly rate
effective immediately.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson

NAYES: 0

ABSENT: 0

Item No. 13 Permission for parade permit for Queensmen Drum and Bugle Corps

Motion by Councilman Meyers, seconded by Councilman Halicki

WHEREAS, the Queensmen Drum and Bugle Corps has requested permission
to parade on Monday and Friday until November 1st, 1974 from 7:00 to 9:00 o'clock P.M.,
in the vicinity of Northern Parkway, East Grand Boulevard, Central Boulevard and
Rosewood Terrace in the Town of Cheektowaga, New York, and

WHEREAS, said drum and bugle corps has requested a parade permit,
NOW, THEREFORE, BE IT

RESOLVED that said Queensmen Drum and Bugle Corps be and hereby are
given permission to parade in the area hereinabove described from 7:00 to 9:00 o'clock
P.M., on Monday and Friday until November 1st, 1974, and BE IT FURTHER

RESOLVED that said drum and bugle corps be granted a parade permit.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson

NAYES: 0

ABSENT: 0

Item No. 14 Award of bid for Winston-Vegola Playground; Site Development

Motion by Councilman Swiatek, seconded by Supervisor Weber

WHEREAS, bids were duly received on June 17, 1974 as the result of
advertisement therefor, for site development known as the Winston-Vegola Playground,
and said bids were referred to the Town Planning Consultants, A. Russell Tryon of
Tryon & Schwartz & Associates, Inc. of 666 Main Street, East Aurora, New York for
analysis, tabulation and report, and

WHEREAS, such analysis, tabulation and report has been completed,
THEREFORE, BE IT

RESOLVED that the contract for site development known as the Winston-
Vegola Playground be awarded to Schreiber Hauling with the base bid of \$30,828.00
said company being the lowest responsible bidder meeting specifications

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielowski and Johnson

NAYES: 0

ABSENT: 0

Item No. 15 Authorization for Supervisor to sign application for Recreation Youth Project

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, it is the intention of the Town Board of the Town of Cheektowaga to establish a Recreation Youth Project, and

WHEREAS, the Town of Cheektowaga is about to submit an application for such a project to the New York State Youth Commission for its approval, and if approved, to apply subsequently to the State of New York for partial reimbursement of funds expended on said project, as provided by Chapter 556 of the Laws of 1945, as amended:

NOW, THEREFORE, BE IT RESOLVED that such application is in all respects approved and Daniel E. Weber, Supervisor, is hereby directed and authorized to duly execute and to present said application to the New York State Youth Commission for its approval.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki, Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 16 Appointments for Recreation Department

Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following names be added to the list of people hired by the Recreation Department for Summer employment, 1974:

POOL MAINTENANCE @ \$2.75 per hour

Ray Scheider

PARK LABORER @ \$2.25 per hour

Pete Grabowski
George Schneider

RECREATION ATTENDANT @ \$2.15 per hour

Ann Krol
David Jusiak
Kathleen Montella
Frank Jarnot
Bob Padwater
Gregory Piontek

POOL REGISTRATION @ \$2.00 per hour

Kathy Link
Ann Bryan

HOMETOWN BEAUTIFICATION @ \$2.00 per hour

Sal Castro

RECREATION ATTENDANT (BATHHOUSE) @ \$1.90 per hour

Kim Szymkowiak
Patricia Chmura
Jack Dailey
Bryan Kazmierczak

Item No. 15
Project

Authorization for Supervisor to sign application for Recreation Youth

Motion by Councilman Swiatek, seconded by Councilman Meyers

WHEREAS, it is the intention of the Town Board of the Town of Cheektowaga to establish a Recreation Youth Project, and

WHEREAS, the Town of Cheektowaga is about to submit an application for such a project to the New York State Youth Commission for its approval, and if approved, to apply subsequently to the State of New York for partial reimbursement of funds expended on said project, as provided by Chapter 556 of the Laws of 1945, as amended:

NOW, THEREFORE, BE IT RESOLVED that such application is in all respects approved and Daniel E. Weber, Supervisor, is hereby directed and authorized to duly execute and to present said application to the New York State Youth Commission for its approval.

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson
NAYES: 0
ABSENT: 0

Item No. 16

Appointments for Recreation Department

Motion by Councilman Swiatek, seconded by Councilman Meyers

RESOLVED that the following names be added to the list of people hired by the Recreation Department for Summer employment, 1974:

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Sal Castro

RECREATION ATTENDANT (BATHHOUSE) @ \$1.90 per hour

Kim Szymkowiak
Patricia Chmura
Jack Dailey
Bryan Kazmierczak

Item No. 16 cont'd

LIFEGUARDS @ \$2.35 per hour

Donna Kozlowski
Carl Lehman
Henry Armytys

PARK POLICE @ \$2.11 per hour

Jack Matecki

and BE IT FURTHER

RESOLVED that the following person who was hired by the Recreation Department to work as a Recreation Attendant at the rate of \$2.15 per hour be transferred to work as Park Laborer at the rate of \$2.25 per hour:

Victor Styn

Upon Roll Call....

AYES: Supervisor Weber, Councilmen Wroblewski, Swiatek, Meyers, Halicki,
Wasielewski and Johnson

NAYES: 0

ABSENT: 0

Item No. 17 Motion by Councilman Meyers, seconded by Councilman Wroblewski to adjourn the meeting.

BENEDICT T. HOLTZ
Town Clerk