

**PRIORITY OF BUSINESS SET BY SUPERVISOR PURSUANT TO  
CHAPTER §A371 OF THE ALDEN TOWN CODE**

1. PLEDGE OF ALLEGIANCE – SUPERVISOR PAUTLER
2. CALLING THE ROLL OF BOARD MEMBERS BY THE TOWN CLERK
3. NEW BUSINESS
  - A. Resolution Authorizing Contract with Hybrid Building Solutions, LLC per S/CP
4. ADJOURNMENT

**RESOLUTION AUTHORIZING CONTRACT WITH HYBRID BUILDING SOLUTIONS, LLC**

THE FOLLOWING RESOLUTION WAS OFFERED BY \_\_\_\_\_,  
WHO MOVED ITS ADOPTION, SECONDED BY \_\_\_\_\_.

**WHEREAS, the Highway Superintendent has advised the Alden Town Board that the Highway Department is in need of a new salt barn which will be purchased and installed through Sourcewell Contract (Contract # 071223-CH) from Hybrid Building Solutions, LLC;**

**WHEREAS, grant monies will be used towards this purchase and installation;**

WHEREAS, the Town of Alden’s Procurement Policy & Procedure Guidelines and the General Municipal Law have been followed through purchase from the Sourcewell Contract; and

WHEREAS, The Town Board after full and careful review and consideration of the request finds the request to authorize the Contract with Hybrid Building Solutions, LLC for the purchase and installation of a salt barn as being consistent with its policies and in the interest of the residents of the Town of Alden.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS, THAT:**

- 1. The Town Board approves the attached Contract with Hybrid Building Solutions, LLC for the purchase and installation of a salt barn at the Town of Alden Highway Department for \$456,792.00 as described on the attached Agreement;**
2. Hybrid Building Solutions, LLC must pay NYS Prevailing wages and submit all necessary documentation to the Department of Labor; and has supplied proof of NYS Worker’s Compensation Insurance and General Liability Insurance naming the Town of Alden as an additional insured;
3. The Town Supervisor is hereby directed and authorized to sign any and all necessary documents to effectuate this Contract; and
- 4. This resolution shall take effect immediately.**

The foregoing Resolution was duly put to a roll call vote at a special meeting on March 30, 2026, as follows:

Councilman Crist	Aye	Nay
Councilwoman Bork	Aye	Nay
Supervisor Pautler	Aye	Nay
Councilman Drogi	Aye	Nay
Councilman Kerl	Aye	Nay



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 [www.hybridbuildingsolutions.com](http://www.hybridbuildingsolutions.com)

**Certified WBE**

**Hybrid Building Solutions, LLC** ("Builder"), and **Town of Alden** ("Client"), are entering into this agreement (this "Agreement") this 20 day of March 2026, for the purpose of establishing the provisions of procuring and installing a Sourcewell Awarded 60' x 80' Calhoun HT structure (the "Building") to be located at \_\_\_\_\_ (the "Site").

- Client agrees to the price based on their checkmark, initial, and date noted on Addendum 1 attached hereto.
- Client agrees to the color of the Building based on its selection, initials, and date noted on Addendum 1. Client acknowledges and agrees that the actual color of the Building may vary due to a variety of factors such as the color reproductions not being precise, and in particular if an image or sample was viewed on a computer or mobile device. Accordingly, the actual Building color may vary or appear different than the image or sample, as Builder cannot guarantee that the image or sample is an exact representation of the Building color that will be delivered by the manufacturer. Accordingly, Builder shall have no liability relating to any color variations.
- Pursuant to Client's choice as indicated on Addendum 1, Builder agrees that it will procure and install the Building at the Site. The original specifications by Client and the proposal documents submitted by Builder are incorporated herein by reference and made a part of this Agreement, except as specifically modified herein.
- Client agrees to pay Builder according to the following payment schedule:
  - 50% due upon commencement of foundation.
  - 25% due upon building delivery.
  - 25% upon completion.
- If Client fails to make any payment within 30 calendar days of the due date, Client will be liable for interest on the unpaid amount at a rate of 1.5% per month, subject to the maximum permissible by applicable law. Client will also be liable to Builder for all collection costs, including, but not limited to, reasonable attorneys' and other costs in the event that it takes action to collect payment from Client. Without limiting these or any other remedies available to Builder, Builder is entitled to suspend performance of all services during any period of time during which Client is past due with respect to amounts owed to Builder under this Agreement.
- If circumstances beyond the reasonable control of Client require that the project be canceled (which shall be the only circumstances under which cancelation by Client is permitted), Client

will be liable to and shall pay Builder for all work and non-cancelable costs incurred by Builder up through the date of cancellation. If Client paid a deposit (which is applicable only if expressly so indicated above in the payment schedule section of this Agreement), the deposit or portion thereof will be applied against the amount due to Builder for its work and costs. If the amount of the deposit, if any, is greater than the amount due to Builder for its work and costs, the remaining balance of the deposit shall be refunded to Client. If the amount of the deposit, if any, is less than the amount due to Builder for its work and costs, Client shall promptly make payment to Builder of such amount in excess of the deposit.

- Client understands that if changes are determined to be necessary during the course of construction, Client will discuss this with the Builder, and upon agreement as to additional compensation to be paid to Builder and additional time to complete the project, a written Change Order will be issued and executed by both parties. The Client will then become responsible for all additional costs of the agreed upon changes in the Change Order.
- If Customer requests and Builder agrees to extend the original Agreed Construction Completion Date or Builder's work on the project is prevented or delayed by Customer for any reason such that Builder cannot complete the project by the original Agreed Construction Completion Date, Builder shall be entitled to impose, and Customer agrees to promptly pay, an equitable increase in the price of the project. Any such increase is intended to compensate Builder for, among other things, carrying costs of inventory, increases in the costs of goods or materials, and increases in the cost of labor (which includes, but is not limited to, any requirement to pay prevailing wages or higher prevailing wages or other amounts). Without limiting its other rights and remedies, Builder shall be entitled to terminate this Agreement if the delay extends beyond 365 days from the original Agreed Construction Completion Date.
- Builder will be responsible for all materials and equipment necessary for the completion of the Building, as outlined in Addendum 1.
- Title to and ownership of the Building and all parts and components which comprise the Building remain with Builder until such time as all amounts due under this Agreement are paid in full by Client.
- Client acknowledges that the Building is manufactured by a third party and not by Builder. Accordingly, Builder shall, to the fullest extent permitted by law, have no liability for any defects in design, manufacture, or workmanship with respect to the Building. However, in the event that any defects are identified by Client to Builder in writing, Builder will, at Client's request, provide reasonable assistance by interfacing with the manufacturer.
- Builder agrees to coordinate the construction with Client. Builder agrees that (a) any delays which are not caused by Client or which are not due to a force majeure event or other circumstances outside of Builder's control, and/or (b) changes not specified in this Agreement must be agreed upon by the Client.
- If conditions at the Site are or at any time become unsuitable or are otherwise improper such that the commencement or continuation of Builder's is unreasonable, Builder will not commence and/or may immediately cease and shall not resume the work. In such event,

Builder shall not be liable for any delays or failures to meet otherwise agreed dates for performance.

- Builder may use subcontractors should it see fit with the understanding that payment to the subcontractors is the sole responsibility of the Builder. Any subcontractors used by the Builder shall be required to provide evidence of insurance coverage prior to beginning work.
- Builder agrees to hold an insurance policy for Liability, New York State Workers' Compensation, Disability, and Commercial Auto naming Client as additional insured and will provide Client with proof thereof prior to the commencement of work.
- Client agrees to obtain, at its expense, all necessary governmental permits, licenses and approvals for construction. Client must provide copies of the same to Builder. Client agrees that it is solely responsible for causing the Site to be prepared and ready for Builder to commence construction and for ensuring adequate ingress and egress to the Site.
- Client represents and warrants that it owns the Site and/or has a valid leasehold interest in the Site and if not the owner that it has obtained all required consents and approvals from Site owner to permit the construction of the Building on the Site. Client must provide copies of any consents or approvals to Builder.
- Due to the potential for changes in tariffs and trade regulations, the prices quoted in this contract are subject to adjustment. If there are any increases or decreases in tariffs that affect the cost of materials or services, the contractor reserves the right to modify the contract price accordingly. Any adjustments will be communicated in writing and agreed upon by both parties prior to implementation.
- ~~Client agrees, at its expense, to obtain and provide to Builder geotechnical studies specific to the Site.~~ To the fullest extent permitted by law, Builder shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Site.
- Client acknowledges that stamped engineered plans with reactions only are included. If Client requires a calculations package, Builder will invoice Client for additional cost.
- Builder agrees to remove all debris, equipment, materials, etc. directly generated from its work from the Site upon completion of construction.
- Client acknowledges that all travel expenses incurred by the Builder are incorporated into the price provided.
- Builder is familiar with all federal, state, and municipal laws, rules and regulations which may in any way affect the work, and Builder will comply with all applicable laws, rules and regulations when performing the work required herein.
- Client agrees to provide a level, hard building pad that is 10 to 15 ft. larger on all sides than the Building so that the Builder's crew can safely and effectively operate equipment.
- Invalidity or unenforceability of one or more provisions in this agreement shall not affect any other provisions of this Agreement. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver

shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repeating any such breach unless the waiver expressly includes future occurrences of a similar nature. This Agreement may only be modified in writing signed by each party.

- Builder shall have no liability and shall be excused from its obligations under this Agreement if performance is delayed or prevented by Acts of Nature, fire, explosion, war, terrorist attack (or threat thereof), earthquake, natural disaster, weather conditions, inability to access the Site, riot, strike or labor dispute, governmental laws, orders, or regulations, public health emergency, failure of transportation, communication or other systems or networks, failures or delays by the manufacturer of the Building, or other force majeure events or causes beyond Builder's control.
- This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of laws.
- Any claims, disputes, and other matters in controversy between Builder and Client arising out of or relating to this Agreement, or the breach thereof, shall be resolved solely within a court of competent jurisdiction located within the geographic boundaries of the U.S. District Court for the Western District of New York.
- This Agreement may be executed in counterparts, each of which shall be an original, and when taken together such counterparts shall constitute one original agreement. Any signature of a party to this Agreement may be delivered by facsimile transmission or transmission in portable document format, and if so delivered such signature shall create a valid and binding obligation of such party with the same force and effect as if such signature were an original thereof.

HYBRID BUILDING SOLUTIONS, LLC

*Builder Name*

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

*Title* \_\_\_\_\_

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

\_\_\_\_\_  
*Client Name*

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

*Title* \_\_\_\_\_

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

# ADDENDUM 1



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildingsolutions.com

Certified WBE

February 12, 2026

Town of Alden  
12800 Main Street  
Alden, NY 14004

Sourcewell Price Accepted: \_\_\_\_\_  
Color Selection: white  
Client Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

Please accept the following proposal for your new salt storage building with our current pricing. Pricing valid until March 31<sup>st</sup>, 2026.

**60 feet wide by 80 feet long Calhoun Super Structures HT Series building**, 10 foot on center truss spacing providing a snow load capability of 50 lbs. and a minimum wind load of 102 mph. This building would be engineered based on Low Hazard with a "C" Exposure based on 2020 NYS Codes  
Building to be erected on 9'8" frost-depth precast wall foundation  
13.5 ounce Non-Fire-Retardant Elite fabric keder cover with individual panels between each truss  
One Elite Fabric Standard End with passive vents  
Hot Dipped Galvanized Steel Anchor Bolts and Epoxy included  
Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Erie County  
Site Specific Engineered Drawings and Reactions included for building, foundation, and bolt connections  
Specific Geotechnical Requirements included  
All equipment and travel expenses included  
25 Year Warranty on fabric  
Delivered to Site

**\$340,632.00**

**Excavation of Footers**

Spoils on site

**\$18,244.00**

Initial for Acceptance: \_\_\_\_\_

**8" concrete floor**

20' apron

Fiber Mesh included

**\$89,140.00**

Initial for Acceptance: \_\_\_\_\_

**Electrical**

**\$27,020.00**

Initial for Acceptance: \_\_\_\_\_

**Building Pad**

**\$36,294.00**

Initial for Acceptance: \_\_\_\_\_

*Due to the potential for changes in tariffs and trade regulations, the prices quoted in this contract are subject to adjustment. If there are any increases or decreases in tariffs that affect the cost of materials or services, the contractor reserves the right to modify the contract price accordingly. Any adjustments will be communicated in writing and agreed upon by both parties prior to implementation.*

**Proposal Subject to:**

- Ability of equipment to maneuver in and around perimeter of building safely
- Site and a 20 foot perimeter of the site being level, compacted and drained so equipment can operate safely and effectively
- No electrical, gas or water lines to be worked around. They must be clearly labeled.

**Not Included in the Above Estimate**

- Taxes (we would require a tax-exempt certificate)
- Associated fees or permits
- Site work/excavation
- Bonding
- Engineering Calculations Package
- Electrical and Heating requirements
- Building pad and stone, drainage
- Paving of salt storage building
- Excavation of footers (we look to the town to assist with this task)

All of our buildings are Hot Dipped Galvanized, Post Fabrication. This means you have the full protection of HDG, inside and out, welds and all; nothing is exposed. Every building sold by Calhoun Super Structures is individually run through a 3D Finite Element Analysis using all the site and building specific information by 3<sup>rd</sup> Party Engineers. This process allows us to see the amount of stress your building is under, anywhere on the structure, down to the size of a pin head. This type of engineering is the only true way to see how your building will perform in a 100 or 500-year storm. The building comes with a 25-year Warranty.

Our building meets all OGS salt storage requirements.

Thank you for this opportunity to provide you with a proposal. Please call us once you have had an opportunity to review it.

Sincerely,  
Mari Louise Merkwa  
Managing Member  
Cell Phone: 716-544-5872



January, 10 2025

Hybrid Building Solutions  
850 Main St  
Corfu, NY  
14036

RE: Sourcewell Contract# 071223-CLH

Calhoun Super Structure's Sourcewell contract was renewed in 2023 and was assigned a new contract number #071223-CLH. You can find our contact listing on the Sourcewell website (<https://www.sourcewell-mn.gov/cooperative-purchasing/071223-clh>).

If you have any questions or concerns please feel free to contact me.

Regards

Dan Dalzell  
Director of Sales and Operations  
Calhoun Super Structures  
(519) 777-0803  
ddalzell@Calhoun.ca

**OUR  
STRENGTH  
IS IN OUR  
STRUCTURE.**

1-800-265-3994  
1-519-934-3037  
[www.calhounsuperstructure.com](http://www.calhounsuperstructure.com)  
3702 Bruce Road 10 Tara, Ontario NOH 2N0



Aug 22, 2024

To: Hybrid Building Solutions  
850 Main Street  
Corfu, NY 14036

From: Calhoun Super Structures  
3702 Bruce Road 10  
Tara, ON N0H 2N0

Re: Sourcewell – Service package

To whom it may concern,

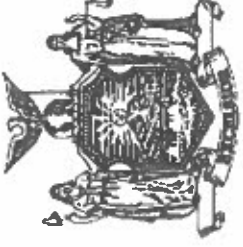
As part of our service package through Sourcewell, we provide a turnkey package which includes foundation engineering and install, along with the supply and install of the fabric membrane structure.

Sincerely,

Daniel Dalzell  
Director of Operations  
Calhoun Super Structures  
(519) 777-0803  
ddalzell@Calhoun.ca

**OUR  
STRENGTH  
IS IN OUR  
STRUCTURE.**

1-800-265-3994  
1-519-934-3037  
www.calhounsuperstructure.com  
3702 Bruce Road 10 Tara, Ontario N0H 2N0



## NEW YORK STATE

### MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

#### **Women Business Enterprise (WBE)**

pursuant to New York State Executive Law, Article 15-A to:

#### **Hybrid Building Solutions, LLC**

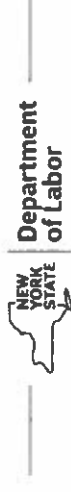
Certification Awarded on: June 3, 2024  
Expiration Date: June 3, 2029  
File ID#: 59375



**NEW YORK  
STATE OF  
OPPORTUNITY**  
Division of Minority  
and Women's  
Business Development

A Division of Empire State Development

**WE ARE YOUR DOL**



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

## CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Hybrid Building Solutions, LLC

850 Main Rd

Corfu, New York 14036

Phone Number: 7167417416

Registration Number: 24-63549-CR

Date of Issue: 2024-12-04

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon  
Commissioner

New York State Department of  
Labor





HYBRBUI-02

SRAMOS

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/23/2026

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

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

<b>PRODUCER</b> License # 1009544 <b>Lawley Construction Solutions</b> 361 Delaware Avenue Buffalo, NY 14202	<b>CONTACT NAME:</b> Dawn Croft <b>PHONE (A/C, No, Ext):</b> (716) 849-4315 <b>E-MAIL ADDRESS:</b> dcroft@lawleyinsurance.com	<b>FAX (A/C, No):</b> (716) 849-8291
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  <b>Hybrid Building Solutions, LLC</b> 850 Main Rd Corfu, NY 14036		


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	EPP 0760859	10/22/2025	10/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	EPP 0760859	10/22/2025	10/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		X	EPP 0760859	10/22/2025	10/22/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equip			EPP 0760859	10/22/2025	10/22/2026	245,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Town of Alden</b> 12800 Main Street Alden, NY 14004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Lawley Construction Solutions</b>		License # 1009544	NAMED INSURED <b>Hybrid Building Solutions, LLC</b> 850 Main Rd Corfu, NY 14036
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

When required by written & executed contract, the following endorsements apply:

**General Liability:**

**CG2503 - Designated Construction Project(s) General Aggregate Limit**

**CG2504 - Designated Location(s) General Aggregate Limit**

**GA233 - New York Contractors Commercial General Liability Broadened Endorsement**

**GA472 - Contractors Additional Insured - Automatic Status and Automatic Waiver of Subrogation When Required in Written Contract, Agreement, Permit or Authorization**

**Automobile:**

**AA288 - Cinciplus, Business Auto XC+ (Expanded Coverage Plus) Endorsement - New York**

**Umbrella:**

**US101 - Commercial Umbrella Liability Coverage Form (Incl. Additional Insured)**

**US4096 - Automatic Non-Contributory Coverage Endorsement - Where Required by Written Contract**



**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

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

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Hybrid Building Solutions, LLC 850 Main Rd Corfu, NY 14036</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>(716) 741-7416</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Alden 12800 Main Street Alden, NY 14004</p>	<p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>27-4598664</p> <p>3a. Name of Insurance Carrier</p> <p>ShelterPoint Life Insurance</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>D348243</p> <p>3c. Policy effective period</p> <p>10/01/2025 to 10/01/2026</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

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

Date Signed 3/23/2026 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

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

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

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

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

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



## Additional Instructions for Form DB-120.1

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

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

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

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

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

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

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

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

\*\*\*\*\* 274598664  
LOVELL SAFETY MGMT CO., LLC  
22 CORTLANDT STREET 33RD FLR  
NEW YORK NY 10007



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> HYBRID BUILDING SOLUTIONS LLC 850 MAIN ROAD CORFU NY 14036		<b>CERTIFICATE HOLDER</b> TOWN OF ALDEN 12800 MAIN STREET ALDEN NY 14004	
<b>POLICY NUMBER</b> Z2117 096-4	<b>CERTIFICATE NUMBER</b> 995663	<b>POLICY PERIOD</b> 04/01/2025 TO 04/01/2026	<b>DATE</b> 3/23/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2117 096-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 264069437

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)**

\*\*\*\*\* 274598664  
LOVELL SAFETY MGMT CO., LLC  
22 CORTLANDT STREET 33RD FLR  
NEW YORK NY 10007



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> HYBRID BUILDING SOLUTIONS LLC 850 MAIN ROAD CORFU NY 14036		<b>CERTIFICATE HOLDER</b> TOWN OF ALDEN 12800 MAIN STREET ALDEN NY 14004	
<b>POLICY NUMBER</b> Z2117 096-4	<b>CERTIFICATE NUMBER</b> 995664	<b>POLICY PERIOD</b> 04/01/2026 TO 04/01/2027	<b>DATE</b> 3/23/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2117 096-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 903003801

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Hybrid Building Solutions, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b></p> <p style="font-size: x-small;">Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right; font-size: x-small;">(Applies to accounts maintained outside the United States.)</p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>850 Main Road</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Corfu, NY 14036</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	7	-	4	5	9	8	6	6	4

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  3. I am a U.S. citizen or other U.S. person (defined below); and
  4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>[Handwritten Signature]</i>	Date <b>08/13/2025</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they