

The Regular Meeting of the Alden Town Board was held at 3311 Wende Road, Alden, NY on Tuesday, December 7, 2021 at 7:00 P.M. Supervisor Adamski called the Meeting to Order and Councilwoman Pautler led in the Pledge of Allegiance. The Roll Call was taken by the Deputy Town Clerk.

PRESENT: Dean Adamski, Supervisor
Colleen Pautler, Councilwoman
Gina Waiss, Councilwoman

RECORDING SECRETARY: Joanna Eisensmith, Deputy Town Clerk

OTHERS PRESENT: Jennifer Strong, Town Attorney
Colleen Rogers, Deputy Supervisor
Mike Metzger, Town Engineer
Lenny Weglarski, DCO
Chris Snyder, CEO
Residents

Councilwoman Pautler Moved seconded the Motion to approve the Minutes and Synopsis of the Regular Meeting of November 16, 2021, the Special Meeting on November 12, 2021, and Special Meeting on November 19, 2021.

CARRIED

Ayes 3 Adamski, Pautler, Waiss
Nays 0

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILWOMAN PAUTLER WHO MOVED THAT THE FOLLOWING VOUCHERS BE ALLOWED AND PAID TO WIT; VOUCHERS #1043-1071 **ALL BILLS REVIEWED BY THE TOWN BOARD.**

<u>ACCOUNT</u>	<u>AMOUNT</u>		
	ABSTRACT #1	ABSTRACT #2	TOTAL
GENERAL FUND "A"	\$62,948.96	\$3,999.71	\$66,948.67
HIGHWAY FUND "DA/DB"	\$40,384.09	\$1,936.05	\$42,320.14
PART-TOWN FUND "B"	\$12,160.97	\$1,829.48	\$12,160.97
CONSOLIDATED WATER "WR"			
SPECIAL FIRE PROTECTION "SF"	\$41,697.90	\$415.21	\$42,113.11
WATER DIST. #1 FUND "WA"			
WATER DIST.EXCHANGE ST. "WX"			
SEWER DIST. #2 FUND "SA"	\$383.24	\$255.32	\$638.56
TRUST & AGENCY "T"	\$9,101.21	\$13,096.11	\$22,197.32
SPECIAL REFUSE FUND "SR"	\$37,589.18		\$37,589.18
STREET LIGHTING FUND "SL"	\$4,429.28		\$4,429.28
PERIWINKLE LTG. DIST."SL1"	\$81.15		\$81.15
ZOELLER RD. WATER DIST. "WZ"			
TOTAL	\$208,775.98	\$21,531.88	\$230,307.86

THE FOREGOING RESOLUTION WAS PUT TO A ROLL CALL VOTE ON DECEMBER 7, 2021 AND

ADOPTED

Ayes 2 Adamski, Pautler, Weiss

Nays 0

BUSINESS FROM THE FLOOR

Paul Loehr from Henskee Road stated he has comments on the Fire Districts Contracts , boundaries & zones. Supervisor Adamski stated that we will be going into a Public Hearing at 7:05 PM in regards to those issues and that he will be addressed and have the opportunity to speak on the matter than.

COMMUNICATIONS

Jennifer Strong, Town Attorney

- 1. Reminder letters have been sent out to the Zoning and Planning Board that their 4 hour training Needs to be done.**
- 2. New Law by Governor Hochul is requiring all Town, Zoning, and Planning Board minutes be posted Our website 2 weeks of the meeting.**



7:05 PM PUBLIC HEARING Fire Districts Contracts

Councilwoman Pautler motioned and Councilwoman Weiss seconded the motion to enter into Public Hearing; all were in favor.

Notice of Public Hearing was read by the Deputy Town Clerk

Supervisor Adamski stated the object of the Public Hearing is for those interested to be heard regarding the Fire Districts Contracts.

THE FOLLOWING RESOLUTION WAS OFFERED BY

COUNCIL_____, WHO MOVED ITS ADOPTION,

SECONDED BY _____

WHEREAS, the Town of Alden has negotiated Contracts for Fire Protection Services with the Townline Fire Department, Inc.; Crittenden Volunteer Fire Department, Inc.; and the Millgrove Volunteer Fire Department, Inc.; and

WHEREAS, the Town Board must conduct a public hearing before approving said Contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. A public hearing be held before the Town Board on December 7, 2021 at 7:05 p.m. at the Alden Town Hall, 3311 Wende Road, Alden, New York at which time all interested persons shall be heard in regard to the Fire Protection Contracts;

2. The Town Clerk is directed to Publish Notice of this Public Hearing in the Alden Advertiser no less than ten (10) days prior to the Public Hearing and to post Notice of the same on the Town signboard; and

3. This resolution shall take effect immediately.

The above resolution was duly put to a roll call vote at a regular meeting of the Town Board held on November 16, 2021, the results of which were as follows:

Councilperson Waiss	AYE	NAY
Supervisor Adamski	AYE	NAY
Councilperson Pautler	AYE	NAY

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

TOWN OF ALDEN, NEW YORK

PLEASE TAKE NOTICE, that the Alden Town Board shall hold a Public Hearing on the proposed Contracts with Townline Fire Department, Inc.; Crittenden Volunteer Fire Department, Inc.; and the Millgrove Volunteer Fire Department, Inc. for the provision of Fire Protection Services for the Town of Alden. The Public Hearing shall be held at the Town Hall, 3311 Wende Road, Alden, New York at 7:05 p.m. on December 7, 2021, at which time persons interested may be heard. The meeting room is wheel chair accessible. Those needing special arrangements should call the Town Hall at (716) 937-6969.

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF ALDEN

Dated: November 16, 2021

Public Hearing 7:05PM regarding Fire Companies

Motion to move forward by Councilwoman Pautler

Roll by Deputy Town Clerk, Joanna Eisensmith.

Supervisor Adamski – welcomed parties to the meeting and provided rules of order.

Supervisor Adamski summarized failed negotiations and the background for the assertion that the Town Tax Base has largely been subsidizing the village Tax Base. He provided details citing NY State Law, and asked, “why are Town residents paying for, perhaps, as much as 88% of the total cost, of the Village Fire Budget?”

Mr. Supervisor continued, explaining since negotiations have failed, the Town has been forced to work with other departments to insure coverage for residents.

Public commentary opened with Alden Village, Deputy Mayor, Lauren Prucnal 1602 Westcott Ave. Who provided a brief history of Alden Fire Dept. He summarized His views on the financial negotiations, a history of accusations between the parties, and the background for renegotiations. He stated that the information requested by the Supervisor has been provided to the Town. He shared boundaries, coverage, and asked questions. Finally requested contracts **not** be signed.

Mr. Paul Loehr, 13369 Henskee Road – described what he called the “Number One Fire Company,” Alden Fire Company” and provided a breakdown of households covered by each company. He stated the Alden H & L answers to 1088 addresses in Town, and sited specific concerns regarding potential increased response times. He specified the mileage between the different companies and his home, and asked reconsideration. Finally Mr. Loehr raised NY State Town Law, Chapter 62 in relation to boundary lines between Fire Zones, written agreements between parties, and public notice requirements.

Ms. Bernadette Roland 271 Sullivan Road – expressed concern about areas south of Broadway. She shared research about the number of homes in Alden. Ms. Roland described concerns (under the proposed contracts) of homeowners insurance increases of over \$400 per household, and suggested if (instead) taxes were increased, it would cost approximately \$47 per household.

Mr. Loehr added concerns that under the proposed changes, homeowner insurance would *“rise by 30%, or more.”*

Supervisor Adamski responded, explaining that under the proposed contracts, substations would be required within 4.9 miles of any Alden home.

Mrs. Laura Loehr 13369 Henskee Road – stated NY State Law, requires a “permissive referendum” (by the voters) to change coverage boundaries. Mrs. Loehr asked specific questions, as to coverage and boundary lines? She also asked about the details of the amended contract, budgetary changes, and details of the alleged illegal activities? Mrs. Loehr also offered her views on response times, based on proposed distance, and proposed substations.

Melissa Goff, 150 Lavender Lane – described her family’s personal experience with the fire company. Mrs. Goff quoted numerous response time statistics, added concerns for potential raises in insurance coverage, and asked the board to carefully consider this vote.

Mark Pruitt 1398 Kellogg Street – Mr. Pruitt addressed his fellow fire fighters, asked that they do not accept the contract, and asked the Councilwomen vote no.

Jim Guarino 13899 North Road – Provided a brief history of numerous fires in Alden answered by Alden Hook and Ladder. He shared personal experiences with Alden, and Crittenden Fire Companies, and thoughts on equipment owned by Alden H&L.

Thomas Weisbeck 11452 Broadway – Mr. Weisbeck offered a question to Town Attorney Jennifer Strong, regarding Mr. Loehr’s concerns to Town Law. Attorney Strong advised Proposed Contracts are available for review, and specific questions regarding Town Law been reviewed by the Town’s Special Council Attorney. Mr. Weisbeck then posed questions regarding substations, and the relationship to distance requirements, census, and NY State Law.

Mrs. Goff interjected, with concerns as to substations, distance, and response times. An anonymous commentator followed, refusing to provide her name, or residence.

Mrs. Laura Loehr – revisited NY State Law regarding a change of boundaries, permissive referendum, and requirements thereof.

Jennifer Boucher 13269 Irving Street – addressed her concern for a perceived lack of specific responses to questions regarding coverage, and mutual aid. She provided specifics on numbers of calls Alden H&L responded to from Town residents, and questioned how many, including visitors, drive-through motorists, student athletes, and others who might be negatively impacted by changes to coverage.

Jim Morris 260 Sullivan Road – asked why is there a problem with this specific Fire Company, and the contracts?

Supervisor Adamski responded; it started with Eric Mader reporting the village of Alden was paying two DPW worker’s salaries out of the Fire Fund. The statement was followed by, numerous outbursts from the public.

Rich Hopcia 13379 Mercer Drive – commented regarding the proposed contract going into effect after the Supervisor’s term has expired.

Don Stoffel 201 Old Three Rod Road – stated he received a text message from the Town Supervisor-Elect regarding a letter which to be read.

Scott Sitzman – questioned Councilwoman Pautler specifically regarding her term, and co-chair position on the Fire Committee, and asked specifically regarding future plans to address volunteerism for the fire departments, and future options for contract negotiations.

Councilwoman Pautler – responded to questions, clarifying her position, and stated she would like to move forward, in contracting with the Village of Alden, upon receipt of the proper documentation requested.

Bob Eleczko, Chief of Millgrove FD, and Disaster Coordinator – explained; all of this started a year ago, when Mayor asked for changing of the words of the contract. What was discovered in the process is, there are 7 years of audits missing. He added, His department pays \$7,000 annually for auditing. He does not understand why, audits have not been provided to the Town of Alden, as required by contract. Asking, why the other departments should have to pay thousands of dollars annually for audits?

Mrs. Goff confronted Mr. Eleczko directly. He responded. Numerous residents exchanged comments, amongst themselves, calling out.

Questioning returned, from Mr. Scott Sitzman, to Councilwoman Pautler.

Albert Boucher 13269 Irving Street – addressed Councilwoman Pautler directly, providing information regarding Alden H&L dispatched calls. Parties spoke over one another before the Supervisor requested the parties address only the contract related matters at this hearing.

Deputy Town Clerk, Joanna Eisensmith read aloud letters from Supervisor-Elect Brett Sitzman, and Mr. Peter DeLacy.

In brief, Mr. Sitzman’s letter questioned allegations against the village, and Supervisor Adamski’s (previously discussed) conversation between Himself and the Comptroller’s office. Mr. Sitzman shared that He has also contacted the Comptroller’s office, and received a different response. The Supervisor-Elect also raised His concerns about coverage, and substations, following his conversations with Chiefs and Trustees, from two of the Fire Companies.

Mr. DeLacy of 86 and 248 Exchange Street expressed His opinions on the importance of prioritizing safety, security and protection of residents/families, and requested Supervisor Adamski fund {Alden H&L} fire and protection company.

With all residents heard, Supervisor motioned for close the Public Hearing and go back to the Regular Town Board Meeting.

Supervisor Adamski made motion to go into Executive Session to discuss the matter of Contract Negotiations.

Supervisor Adamski made a motion to go back into Regular Session from Executive Meeting with no action taken.

NEW BUSINESS

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCILPERSON _____, WHO MOVED ITS ADOPTION,
SECONDED BY COUNCILPERSON _____

WHEREAS, the Alden Town Board is considering an application by Mary Walter for the subdivision of two (2) lots. The entire parcel currently consists of approximately 28.6 acres at Reinhardt E. Road, in the Town of Alden, further identified as SBL 97.00-1-28. The first proposed lot (“Parcel A”) would be an approximately 25 acre parcel with improvements and the second proposed lot (“Parcel B”) would be an approximately 3.2 acre vacant parcel (the “Proposed Action”);

WHEREAS, the Town Board has determined that the Proposed Action is an Unlisted Action under SEQRA but that a coordinated review should be conducted;

WHEREAS, the Town Board believes that the Town of Alden is: the agency primarily responsible for undertaking decisions as to subdivision; the agency with the broadest governmental powers for investigating the impact of the Proposed Action; has the greatest capacity for providing the most thorough environmental assessment of the Proposed Action; and is the most local agent with permitting authority;

WHEREAS, the Town Building Inspector has provided notice to the Erie County Division of Planning for this Proposed Action, as required under Section 239-m of the General Municipal Law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. The Town Board has determined that the Proposed Action is an Unlisted Action under SEQRA.
- 2. The Town Board has determined that it should be the Lead Agency for all environmental review of the Proposed Action.**
- 3. This resolution shall take effect immediately.**

The above resolution was duly put to a roll call vote at a regular meeting of the Town Board of the Town of Alden December 7, 2021, the results of which were as follows:

Councilperson Waiss Aye Nay
Supervisor Adamski Aye Nay
Councilwomen Pautler Aye Nay

CARRIED

AYES 3 Adamski, Pautler & Waiss

Nays 0

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCILMEMBER _____, WHO MOVED
ITS ADOPTION, SECONDED BY COUNCILMEMBER

WHEREAS, the Town of Alden in 2021 because of a decrease in population, as determined by the last Census, became a second class town;

WHEREAS, NY Town Law requires a second class town to establish, by town board resolution, the position of Confidential Secretary / Bookkeeper to the Supervisor and to set the salary for said position;

WHEREAS the Town of Alden, when it was a first class town, has had said position for well over thirty years;

WHEREAS, the Town Board would like to continue this important and vital position despite the reclassification of the Town as a second class town; and

WHEREAS, the salary for this position is set in the 2022 Budget.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. The existing position of Confidential Secretary/Bookkeeper to the Supervisor is confirmed as existing and reestablished for the Town of Alden, as a second class town; and

2. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, at a regular meeting on December 7, 2021, which resulted as follows:

Councilmember Pautler Aye Nay

Supervisor Adamski Aye Nay

Councilmember Waiss Aye Nay

TABLED

Ayes 3 Adamski, Pautler & Waiss

Nays 0

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCILMEMBER _____, WHO MOVED
ITS ADOPTION, SECONDED BY
COUNCILMEMBER _____

WHEREAS, the Alden Town Board having on the 7th day of December, 2021 commencing at 7:05 P.M. duly held a public hearing for the purpose of considering an amended contract for the years 2022-2026 with the Crittenden Volunteer Fire Department, Inc. said contract shall be for fire protection to “Town of Alden Fire Protection District,” and having heard all persons desiring to be heard in the matter and the matter of said contract for such fiscal years having been fully discussed and considered.

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

1. The Town Supervisor be and hereby is authorized to execute said amended contract and attached boundary line agreement, copies of which are on file in the office of the Town Clerk, on the terms and conditions contained therein, for the fiscal year beginning January 1, 2022 and ending December 31, 2026; and
2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on December 7, 2021. The results of which were as follows:

Councilmember Waiss Aye Nay
Supervisor Adamski Aye Nay
Councilmember Pautler Aye Nay

TABLED

Ayes 3 Adamski, Pautler & Waiss
Nays 0

BOUNDARY LINE AGREEMENT AMENDMENT (2022)

WHEREAS , the TOWN OF ALDEN and THE MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC. and the CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC. are desirous of revising the 1979 Boundary Line Agreement to adjust the responsibilities and geographical limitations of the abovelisted two fire companies; and

WHEREAS, the Town Board of the Town of Alden is desirous of having the MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC. and the CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC. agree on the revised boundary lines, as follows:

Crittenden Volunteer Fire Department, Inc. will now cover all of Reinhardt Road East, North Road in its entirety, the east side of Sandridge Road from North Road to Westwood Road, including St John's Church.

Millgrove Volunteer Fire Department will no longer cover: Reinhardt Road East and portion any of North Road and will now cover: west side of Sandridge Road from North Road to Westwood Road to and included St John's School, both sides of Westwood Road from Sandridge Road to Two Rod Road.

Crittenden Volunteer Fire Department, Inc will cover the following Roads in their entirety: Crittenden Road to the Village Line, Old Crittenden Road, County Line Road, Henskee Road, Sullivan Road, Exchange Street To The Village Line, Broadway East Of Sandridge/Three Road Road to The Village Line, Broadway East of the Village Line to County Line Road, Lambert Drive, Mayfield Drive, Woodview Place, Lori Drive, West Main Street To The Village Line

Millgrove Volunteer Fire Department, Inc will cover Sandridge Road from Westwood to Broadway

Millgrove Volunteer Fire Department, Inc will provide AUTOMATIC MUTUAL AID to the following areas: County Line Road From Broadway to the Town Border, Henskee Road, Sullivan Road, Exchange Street To The Village Line, Broadway East Of Sandridge/Three Road Road to The Village Line, Broadway East of the Village Line to County Line Road, Lambert Drive, Mayfield Drive, Woodview Place, Lori Drive, West Main Street To The Village Line

WHEREAS, All other provisions of the 1979 Boundary Line Agreement Between the parties to this Agreement shall remain the same,

WHEREAS, the boundary lines with the Town Line Volunteer Fire Department, Inc. will remain as they are in the 1979 Boundary Line Agreement,

WHEREAS, the Town Board of the Town of Alden, by acknowledging the existence of the revised boundary agreement between and among the MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC. and the CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC. does not waive its right to call upon any of the volunteer fire companies to provide service at any point within the Town, and

WHEREAS, the terms of this Agreement in no way supersede or amend any contractual obligations between the three volunteer fire companies (**more specifically: THE MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC.; the TOWN LINE VOLUNTEER FIRE DEPARTMENT, INC. and the CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC.**) and the Town of Alden; and

NOW, THEREFORE, IT IS AGREED that the boundaries shall be as shown on the attached Boundary Line Map and that this Boundary Line Agreement shall take effect on January 1, 2022.

TOWN OF ALDEN

By: _____

Dean W. Adamski, Supervisor

CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Gene O. Nati, President

MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Tanya Lords-Quinn, President

License Agreement to Permit Crittenden Volunteer Fire Department to Use the Town of Alden Highway Garage Facility for a Substation

LICENSE AGREEMENT

THIS AGREEMENT entered into this 7th day of December, 2021, by and between the TOWN OF ALDEN (the "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 3311 Wende Road, Alden, New York 14004, party of the first part, and the CRITTENDEN VOLUNTEER FIRE DEPARTMENT INC. (the "Fire Department"), a domestic not-for profit corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 13415 Genesee Street, Alden, New York 14004, party of the second part.

WITNESSETH, that the Town and the Fire Department, for the consideration hereinafter named, do hereby mutually agree as follows:

1. The Town hereby gives and grants to the Fire Department, and the Fire Department hereby accepts from the Town, a revocable license to use a 60' x 25' portion of the Town of Alden Highway Garage property located at 12800 West Main Street, Alden, New York for the purpose of creating and maintaining a substation for the Fire Department. The space to be occupied by the Fire Department pursuant to this Agreement is hereinafter referred to as the licensed premises. All of the foregoing shall be subject to the terms and conditions of this Agreement.
2. This Agreement shall be for a period commencing on January 1, 2022, and ending on December 31, 2026, provided, however, that the Fire Department may terminate the Agreement by delivery (by mail or by personal service) to the Town (at its address stated hereinabove) of a notice of the Fire Department's intention to terminate the said revocable license thirty (30) days after the delivery of said notice. At the expiration of said thirty (30) day period or on December 31, 2026, (whichever occurs earlier) (a) said revocable license shall terminate, and (b) the Fire Department shall, at its own cost and expense, immediately remove all of its equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, except for normal wear and tear.
3. The licensed premises shall be used, occupied, operated, maintained and repaired, so as to be in compliance with all applicable United States of America, New York State, County of Erie, and Town and Village of Alden statutes, ordinances, local laws, codes, rules and regulations.

4. The Fire Department shall take out and maintain during the term of this Agreement such public liability and property damage insurance as shall protect the Town from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of at least \$1,000,000 for death or bodily injury and property damage liability claims, public liability insurance, blanket contractual liability, broad form property damage liability and fire legal liability. The Fire Department shall furnish a copy of the above-described insurance policy (or a certificate showing the issuance thereof) to the Town and shall also name the Town as the additional insured in said policy. Alternatively, the Fire Department may provide proof of such insurance coverage by furnishing to the Town a certificate of self-insurance.

5. Fire Department agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of the Fire Department, its officers, agents or volunteers.

6. The Fire Department agrees that the Fire Department will defend, indemnify, and save harmless the Town of and from any and all suits, claims, actions, or causes of action of every name and description brought against the Town for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of the Fire Department or any of the Fire Department's officers, agents or volunteers and arising from the Fire Department's use of this license Agreement. The Town agrees that the Town will defend, indemnify, and save harmless the Fire Department of and from any and all suits, claims, actions or causes of action of every name and description brought against the Fire Department for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of the Town or any of the Town's officers, agents or employees and arising during the Fire Department's use of this license Agreement.

7. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

8. The revocable license granted herein

(a) is not a conveyance of real property,

(b) is not intended to grant or convey to the Fire Department the exclusive use of the land or building on which the substation is to be located,

(c) is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others, and

(d) is granted subject to the right (which the Town hereby reserves) of the Town

(i) to use and enjoy the lands and building within the boundaries of the property described in Schedule A in any manner that does not unreasonably interfere with the right herein granted to the Fire Department, and

(ii) to grant and convey easements and rights-of-way to others over, across, under, and through the lands and buildings within the boundaries described in Schedule A.

9. The Town reserves the right, exercisable at any time or from time to time, to relocate or cause the Fire Department to relocate the substation to another suitable location at the Highway Garage property. Any such relocation shall be at the Town's expense.

10. The Fire Department shall, at its own cost and expense, clean the licensed premises, if needed, after use by the Fire Department, and make any repairs for damages the Fire Department causes.

11. In exercising the right herein granted, the Fire Department shall

(a) not prevent or block vehicular or pedestrian ingress or egress on or over the Highway Garage property,

(b) not interfere with the activities or operation of the Town Highway Department,

(c) arrange for and pay for all telephone service and equipment, computer services and equipment, and radio and communications equipment the Fire Department desires to obtain and use on the licensed premises, and

(d) reimburse the Town (within 60 days after the Town submits to the Fire Department a written statement therefor) for 100% of any expenses incurred by the Town in bringing or furnishing electric, cable, or telephone services to the licensed premises, it being understood that the Town will pay the entire bill for any electricity used by the Fire Department at the licensed premises during the term of this Agreement.

12. The provisions of Paragraphs 5 and 6 of this Agreement shall survive any termination of the revocable license or of this Agreement.

13. The Fire Department shall not assign this Agreement, or its right, title or interest herein without the express, prior written consent of the Town.

14. This Agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

15. The Town will maintain and pay for electric, gas and potable water at the Highway Garage.

16. The Fire Department in exchange for this license shall remit the sum of \$1.00 to the Town on each January 1 that this license is in effect.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and date first above mentioned.

TOWN OF ALDEN

By: _____

Dean W. Adamski, Supervisor

THE CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC., hereby approves and consents to the foregoing Agreement.

CRITTENDEN VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Gene O. Nati, President

TABLED

Ayes 3 Adamski, Pautler & Waiss

Nays 0

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCILMEMBER _____, WHO MOVED
ITS ADOPTION, SECONDED BY
COUNCILMEMBER _____

WHEREAS, the Alden Town Board having on the 7th day of December, 2021 commencing at 7:05 P.M. duly held a public hearing for the purpose of considering an amended contract for the years 2022-2026 with the Millgrove Volunteer Fire Department, Inc. said contract shall be for fire protection to “Town of Alden Fire Protection District,” and having heard all persons desiring to be heard in the matter and the matter of said contract for such fiscal years having been fully discussed and considered.

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

1. The Town Supervisor be and hereby is authorized to execute said amended contract and attached boundary line agreement, copies of which are on file in the office of the Town Clerk, on the terms and conditions contained therein, for the fiscal year beginning January 1, 2022 and ending December 31, 2026; and
2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on December 7, 2021.

The results of which were as follows:

Councilmember Waiss Aye Nay

Supervisor Adamski Aye Nay

Councilmember Pautler Aye Nay

TABLED

Ayes 3 Adamski, Pautler & Waiss

Nays 0

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCILMEMBER _____, WHO MOVED
ITS ADOPTION, SECONDED BY
COUNCILMEMBER _____

WHEREAS, the Alden Town Board has signed with the Crittenden Volunteer Fire Department, Inc. a contract for fire protection to “Town of Alden Fire Protection District,”

WHEREAS, the Contract requires that Crittenden maintain a secondary sub-station; and

WHEREAS, the Town of Alden Highway Garage has space for said secondary sub-station.

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

1. The Town Supervisor be and hereby is authorized to execute a license agreement with the Crittenden VFD a copy of which are on file in the office of the Town Clerk, on the terms and conditions contained therein, for the fiscal year beginning January 1, 2022 and ending December 31, 2026; and
2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on December 7, 2021.

The results of which were as follows:

Councilmember Waiss Aye Nay

Supervisor Adamski Aye Nay

Councilmember Pautler Aye Nay

TABLED

Ayes 3 Adamski, Pautler & Waiss

Nays 0

REPORTS OF COMMITTEES, OFFICIALS AND PERSONNEL.

Mike Metzger, Town Engineer stated that work with regards to NYSEG on the power coming into Alden Sewer District #2 that he will just continue to monitor it.

UNFINISHED AND TABLED BUSINESS

NOTICE OF MEETINGS

WORK SESSION:	December 14, 2021	@7:00 PM
REGULAR BOARD MEETING	December 21, 2021	@7:00 PM

MEMORIAL REMEMBRANCE - Mark Skimmer, Alma Peter and Sandra Gaffney

ADJOURNMENT

At 9:00 PM Supervisor Adamski adjourned the Meeting.

Joanna Eisensmith
Deputy Town Clerk