

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