

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

- 1. PLEDGE OF ALLEGIANCE – COUNCILWOMAN WAISS**
- 2. CALLING THE ROLL OF BOARD MEMBERS BY THE TOWN CLERK**
- 3. OFFER OF THE MINUTES OF THE PROCEEDINGS OF THE REGULAR MEETING OF JULY 17, 2023**
- 4. APPROVAL OF VOUCHERS**
- 5. BUSINESS FROM THE FLOOR**
- 6. PRESENTATION OF COMMUNICATIONS FROM BOARD MEMBERS AND OTHER TOWN OFFICIALS**
- 7. NEW BUSINESS**
 - A. Resolution calling Public Hearing on Local Law #4 per S/BS**
 - B. Resolution declaring SEQRA Negative Declaration and Approving Minor Subdivision on Crittenden Rd per S/BS**
 - C. Resolution to sign Grant Funding from the Erie County Legislature per S/BS**
- 8. UNFINISHED & TABLED BUSINESS**

Resolution to approve Local Law #3 Ethics
- 9. REPORTS OF COMMITTEES, OFFICIALS AND PERSONNEL**
- 10. ANNOUNCEMENTS FROM THE SUPERVISOR**
- 11. NOTICE OF MEETINGS:**

WORK SESSION:	August 14, 2023	@ 7:00 PM
REG. BOARD MEETING:	August 28, 2023	@ 7:00 PM
- 12. MEMORIAL REMEMBRANCE: Ronald P. Varshay, Mitchell Gramza, Anna C. Gilbert, Marilyn Pike, Helen D. Schmitt, Joyce Kirszenstein, Dorraine N. Shea, Renate Sheehan, Carol Cius**
- 13. ADJOURNMENT**

Jul-23

COUNCILPERSON _____ MOVED AND COUNCILPERSON
_____ SECONDED THAT THE FOLLOWING VOUCHERS BE ALLOWED AND
PAID.

<u>ACCOUNT</u>	<u>AMOUNT</u>		
	ABSTRACT #1	ABSTRACT #2	TOTAL
GENERAL FUND "A"	\$48,467.44	\$105,653.64	\$154,121.08
HIGHWAY FUND "DA/DB"	\$62,393.71	\$23,505.10	\$85,898.81
PART-TOWN FUND "B"	\$9,799.00	\$3,513.11	\$13,312.11
GRANT "G"			
CONSOLIDATED WATER "WR"			
SPECIAL FIRE PROTECTION "SF"	\$30,349.00		\$30,349.00
SEWER DIST. #1 FUND "SI"		\$12,911.21	\$12,911.21
SEWER DIST. #2 FUND "SA"	\$613.34	\$184.00	\$797.34
TRUST & AGENCY "T"	\$10,271.26	\$2,103.43	\$12,374.69
SPECIAL REFUSE FUND "SR"	\$40,031.11		\$40,031.11
STREET LIGHTING FUND "SL"	\$4,682.17		\$4,682.17
PERIWINKLE LTG. DIST."SL1"			
ZOELLER RD. WATER DIST."WZ"			
WATER DIST. NEWSTEAD "WO"			
WATER DIST. EXCHANGE "WX"			
WATER DIST. NO. 1 "WA"			
TOTAL	\$206,607.03	\$147,870.49	\$354,477.52

AP GL Distribution Report Parameters

Report ID:	Year:	2023	
Period: 1	To: 12		
Date Range:	Pay Due Date	Range: 07/24/2023	To: 07/26/2023
Check ID:	To:	Print Certification:	No
Voucher No:	To:	Include Description:	No
Batch No:	To:	Print Parent Account:	No
Minimum Amt: 0.00		Expenses Only:	No
Include: All		Print Over Budget Message:	No
Dept Totals: Yes, no Page Break		Use Alt Fund:	No
Sort By: Voucher No		Include Prior Years Outstanding Vouchers:	No
Summary Only: No		Include Vouchers Paid/Deleted After Specified Period/Year:	No

Account Table:

Alt. Sort Table:

Sort:	Sort	Subtotal	Page Break	Subheading
1	Fund	Yes	Yes	Yes
2	Dept	Yes	No	Yes

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A Dept 0000			GENERAL FUND 0000								
A.0000.2770			OTHER UNCLASSIFIED REVENUE								
20230644		00001	0000002310	DWC MECHANICAL	07242023	07/24/2023	07/24/2023	7	0.00	2,095.00	
Total A.0000.2770			OTHER UNCLASSIFIED REVENUE							0.00	2,095.00
Total Dept 0000			0000							0.00	2,095.00
Dept 1110			TOWN JUSTICES								
A.1110.0106			TOWN JUSTICES,PT CONSTABLES								
20230657		00001	0000001424	BIELAT, PAULA D	07182023	07/25/2023	07/25/2023	7	0.00	125.00	
Total A.1110.0106			TOWN JUSTICES,PT CONSTABLES							0.00	125.00
Total Dept 1110			TOWN JUSTICES							0.00	125.00
Dept 1220			SUPERVISOR								
A.1220.0401			SUPERVISOR.OFFICE SUPPLIES								
20230655		00001	0000002987	SITZMAN, BRETT	07202023	07/24/2023	07/24/2023	7	0.00	27.94	
Total A.1220.0401			SUPERVISOR.OFFICE SUPPLIES							0.00	27.94
Total Dept 1220			SUPERVISOR							0.00	27.94
Dept 1320			AUDITOR								
A.1320.0434			AUDITOR.AUDIT & BUDGET CONS								
20230659		00001	0000002786	BPAS, ACCOUNTS RECEIVABLE	1000057177	07/25/2023	07/25/2023	7	0.00	950.00	
Total A.1320.0434			AUDITOR.AUDIT & BUDGET CONS							0.00	950.00
Total Dept 1320			AUDITOR							0.00	950.00
Dept 1355			ASSESSOR								
A.1355.0450			ASSESSOR.REASSESSMENT LITIGATION								
20230660		00001	0000001384	BENNETT, DIFILIPPO & KURTZHALTS	142797	07/25/2023	07/25/2023	7	0.00	3,050.25	
Total A.1355.0450			ASSESSOR.REASSESSMENT LITIGATION							0.00	3,050.25
Total Dept 1355			ASSESSOR.NYS REAL PROPERTY SYSTEM FEES							0.00	1,200.00
A.1355.0452			ASSESSOR.NYS REAL PROPERTY SYSTEM FEES								
20230661		00001	0000001896	SYSTEMS DEVELOPMENT GROUP	15143	07/25/2023	07/25/2023	7	0.00	1,200.00	
Total A.1355.0452			ASSESSOR.NYS REAL PROPERTY SYSTEM FEES							0.00	1,200.00

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Fund A			GENERAL FUND								
Dept 1355			ASSESSOR								
A.1355.0452			ASSESSOR.NYS REAL PROPERTY SYSTEM FEES								
A.1355.0455			ASSESSOR.TRAINING / EDUCATION								
20230642		00001	0000001799	SIVECZ, WILLIAM P	07162023	07/24/2023	07/24/2023	7	0.00	944.39	
Total A.1355.0455			ASSESSOR.TRAINING / EDUCATION							0.00	944.39
Total Dept 1355			ASSESSOR							0.00	5,194.64
Dept 1410			TOWN CLERK								
A.1410.0432			TOWN CLERK.DUES & SUBSCRIPTIONS								
20230656		00001	0000002585	NEW YORK STATE TOWN CLERKS A:	07012023	07/24/2023	07/24/2023	7	0.00	85.00	
Total A.1410.0432			TOWN CLERK.DUES & SUBSCRIPTIONS							0.00	85.00
Total Dept 1410			TOWN CLERK							0.00	85.00
Dept 1610			INTERNET								
A.1610.0400			INTERNET.CONTRACTUAL EXPENSE								
20230645		00001	0000001862	CHARTER COMMUNICATIONS	412331301070723	07/24/2023	07/24/2023	7	0.00	129.99	
20230646		00001	0000001862	CHARTER COMMUNICATIONS	146009001070723	07/24/2023	07/24/2023	7	0.00	147.98	
Total A.1610.0400			INTERNET.CONTRACTUAL EXPENSE							0.00	277.97
Total Dept 1610			INTERNET							0.00	277.97
Dept 1620			BUILDINGS								
A.1620.0406			BUILDINGS.TELEPHONE								
20230654		00001	0000002732	VERIZON BUSINESS	74962646	07/24/2023	07/24/2023	7	0.00	5.35	
Total A.1620.0406			BUILDINGS.TELEPHONE							0.00	5.35
A.1620.0407			BUILDINGS.LIGHT								
20230682		00001	0000000111	NYSEG	07122023	07/26/2023	07/26/2023	7	0.00	1,425.10	
Total A.1620.0407			BUILDINGS.LIGHT							0.00	1,425.10
A.1620.0439			BUILDINGS.JANITORIAL SUPPLIES								
20230678		00001	0000002489	W. B. MASON CO. INC.	*****	07/25/2023	07/25/2023	7	0.00	256.76	
Total A.1620.0439			BUILDINGS.JANITORIAL SUPPLIES							0.00	256.76

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Fund A											
Dept 1620					GENERAL FUND						
					BUILDINGS						
					BUILDINGS					0.00	1,687.21
Total Dept 1620											
Dept 1670					CENTRAL MAILING						
					CENTRAL MAILING.POSTAGE						
A.1670.0402					CENTRAL MAILING.POSTAGE						
20230655		00001		0000002987	SITZMAN, BRETT	07202023	07/24/2023	07/24/2023	7	0.00	48.15
20230664		00001		0000000118	ALDEN ADVERTISER	4348	07/25/2023	07/25/2023	7	0.00	226.53
Total A.1670.0402										0.00	274.68
Total Dept 1670										0.00	274.68
Dept 1910					UNALLOCATED INSURANCE						
					UNALLOCATED INSURANCE						
A.1910.0400					UNALLOCATED INSURANCE						
20230681		00001		0000002393	HAYLOR FREYER & COON INC.	*****	07/26/2023	07/26/2023	7	0.00	69,938.05
Total A.1910.0400										0.00	69,938.05
Total Dept 1910										0.00	69,938.05
Dept 3510					UNALLOCATED INSURANCE						
					UNALLOCATED INSURANCE						
A.3510.0441					UNALLOCATED INSURANCE						
20230637		00001		0000001815	OLSEN, ROBERT	06242023	07/24/2023	07/24/2023	7	0.00	325.00
Total A.3510.0441										0.00	325.00
A.3510.0449					DOGS.DOG KENNEL						
					DOGS.DOG KENNEL						
20230638		00001		0000001318	COUNTRY VILLAGE PET CARE HOSP	88013	07/24/2023	07/24/2023	7	0.00	177.43
Total A.3510.0449										0.00	177.43
Total Dept 3510										0.00	502.43
Dept 5132					DOGS						
					DOGS						
A.5132.0406					DOGS						
20230667		00001		0000001862	CHARTER COMMUNICATIONS	144633601070723	07/25/2023	07/25/2023	7	0.00	139.99
Total A.5132.0406										0.00	139.99
A.5132.0407					HIGHWAY GARAGE						
					HIGHWAY GARAGE						
20230682		00001		0000000111	NYSEG	07122023	07/26/2023	07/26/2023	7	0.00	472.69
Total A.5132.0407										0.00	472.69
Total A.5132.0406										0.00	472.69

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Fund A			GENERAL FUND								
Dept 5132			HIGHWAY GARAGE								
A.5132.0407			HIGHWAY GARAGE LIGHT								
Total Dept 5132			HIGHWAY GARAGE							0.00	612.68
Dept 6772			PROGRAMS FOR AGING								
A.6772.0401			PROGRAMS FOR AGING,NUTRITION PROGRAM								
20230648		00001	0000002770	ERICKSON, MARY	06072023	07/24/2023	07/24/2023	7	0.00	58.58	58.58
Total A.6772.0401			PROGRAMS FOR AGING,NUTRITION PROGRAM							0.00	58.58
A.6772.0440			PROGRAMS FOR AGING,RECREATION SUPPLIES								
20230648		00001	0000002770	ERICKSON, MARY	06072023	07/24/2023	07/24/2023	7	0.00	46.85	46.85
Total A.6772.0440			PROGRAMS FOR AGING,RECREATION SUPPLIES							0.00	46.85
A.6772.0444			PROGRAMS FOR AGING,R&M FOR VAN								
20230666		00001	0000000734	ALDEN CENTRAL SCHOOL DISTRICT	07242023	07/25/2023	07/25/2023	7	0.00	1,194.25	1,194.25
Total A.6772.0444			PROGRAMS FOR AGING,R&M FOR VAN							0.00	1,194.25
Total Dept 6772			PROGRAMS FOR AGING							0.00	1,299.68
Dept 7110			PARKS								
A.7110.0250			PARKS,PLAYGROUND EQUIPMENT								
20230671		00001	0000002988	ANTHEM SPORTS, LLC	369540	07/25/2023	07/25/2023	7	0.00	2,840.74	2,840.74
20230674		00001	0000002989	NVB PLAYGROUNDS, D/B/A AAA STA.	61801	07/25/2023	07/25/2023	7	0.00	4,864.00	4,864.00
Total A.7110.0250			PARKS,PLAYGROUND EQUIPMENT							0.00	7,704.74
A.7110.0413			PARKS,RESURFACE PARK ROADS								
20230676		00001	0000002920	THOMANN ASPHALT PAVING CORP	217570	07/25/2023	07/25/2023	7	0.00	331.03	331.03
Total A.7110.0413			PARKS,RESURFACE PARK ROADS							0.00	331.03
A.7110.0431			PARKS,GASOLINE & OIL								
20230666		00001	0000000734	ALDEN CENTRAL SCHOOL DISTRICT	07242023	07/25/2023	07/25/2023	7	0.00	1,877.60	1,877.60
Total A.7110.0431			PARKS,GASOLINE & OIL							0.00	1,877.60
A.7110.0432			PARKS,AUTO PARTS & ACCESSORIES								
20230673		00001	0000001292	KEN'S SERVICE & SALES INC.	77845	07/25/2023	07/25/2023	7	0.00	20.99	20.99

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Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A			GENERAL FUND								
Dept 7110			PARKS								
A.7110.0432			PARKS.AUTO PARTS & ACCESSORIES							0.00	20.99
Total A.7110.0432			PARKS.AUTO PARTS & ACCESSORIES							0.00	20.99
A.7110.0435			PARKS.CHEMICALS							0.00	492.00
20230677		00001		0000001552	CRYSTAL CLEAR POOLS	62236	07/25/2023	07/25/2023	7	0.00	492.00
Total A.7110.0435			PARKS.CHEMICALS							0.00	492.00
A.7110.0436			PARKS.SHELTER							0.00	5,513.76
20230662		00001		0000002333	LEN-CO LUMBER, CAPITAL ONE TRAI *****		07/25/2023	07/25/2023	7	0.00	5,284.31
20230679		00001		0000002341	GUIS LUMBER ACE HARDWARE *****		07/26/2023	07/26/2023	7	0.00	229.45
Total A.7110.0436			PARKS.SHELTER							0.00	5,513.76
A.7110.0438			PARKS.BUILDING MAINTENANCE							0.00	625.90
20230671		00001		0000002988	ANTHEM SPORTS, LLC	369540	07/25/2023	07/25/2023	7	0.00	625.90
Total A.7110.0438			PARKS.BUILDING MAINTENANCE							0.00	625.90
A.7110.0439			PARKS.JANITORIAL SUPPLIES							0.00	865.00
20230675		00001		0000000039	PETSCHKE, INC	52131	07/25/2023	07/25/2023	7	0.00	865.00
Total A.7110.0439			PARKS.JANITORIAL SUPPLIES							0.00	865.00
A.7110.0450			PARKS.MATERIALS & SUPPLIES							0.00	130.34
20230672		00001		0000001733	BARCO PRODUCTS	INVRCO26015	07/25/2023	07/25/2023	7	0.00	130.34
20230679		00001		0000002341	GUIS LUMBER ACE HARDWARE	*****	07/26/2023	07/26/2023	7	0.00	83.70
Total A.7110.0450			PARKS.MATERIALS & SUPPLIES							0.00	214.04
Total Dept 7110			PARKS							0.00	17,645.06
Dept 7140			RECREATION								
A.7140.0403			RECREATION.PRINTING & ADVERTISING							0.00	21.00
20230652		00001		0000000118	ALDEN ADVERTISER	4306	07/24/2023	07/24/2023	7	0.00	21.00
Total A.7140.0403			RECREATION.PRINTING & ADVERTISING							0.00	21.00
A.7140.0434			RECREATION.RECREATION SUPPLIES							0.00	13.41
20230647		00001		0000002890	GADD, MICHELLE	113-1678715-7450	07/24/2023	07/24/2023	7	0.00	13.41
20230649		00001		0000001512	C-SHORE DESIGN	5613	07/24/2023	07/24/2023	7	0.00	9.99
20230650		00001		0000002489	W. B. MASON CO. INC. *****	*****	07/24/2023	07/24/2023	7	0.00	81.61

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Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A			GENERAL FUND								
Dept 7140			RECREATION								
A.7140.0434			RECREATION,RECREATION SUPPLIES								
20230651		00001		0000002583	OTC BRANDS, INC.	72523518901	07/24/2023	07/24/2023	7	0.00	108.34
20230653		00001		0000002890	GADD, MICHELLE	113-9259733-6101	07/24/2023	07/24/2023	7	0.00	25.76
Total A.7140.0434			RECREATION,RECREATION SUPPLIES							0.00	239.11
Total Dept 7140			RECREATION							0.00	260.11
Dept 9060			HOSPITAL AND MEDICAL INSURANCE								
A.9060.0800			HOSPITAL AND MEDICAL INSURANCE								
20230640		00001	540	0000002768	HIGHMARK BCBSWNY	230720266575	07/24/2023	07/24/2023	7	0.00	547.65
Total A.9060.0800			HOSPITAL AND MEDICAL INSURANCE							0.00	547.65
Total Dept 9060			HOSPITAL AND MEDICAL INSURANCE							0.00	547.65
Dept 9950			TRANSFERS TO CAPITAL PROJECTS FUND								
A.9950.0901			TRANSFERS TO CAPITAL PROJECTS FUND,TRANSFER BI-CENTENIAL								
20230636		00001		0000002986	ZUECHS ENVIRONMENTAL SERVICE 24174		07/24/2023	07/24/2023	7	0.00	1,295.00
Total A.9950.0901			TRANSFERS TO CAPITAL PROJECTS FUND,TRANSFER BI-CENTENIAL							0.00	1,295.00
Total Dept 9950			TRANSFERS TO CAPITAL PROJECTS FUND							0.00	1,295.00
Total Fund A			GENERAL FUND							0.00	102,818.10

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Alt. Sort Table:

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Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund B					PART TOWN FUND						
Dept 3620					SAFETY INSPECTION						
B.3620.0457					SAFETY INSPECTION,REPAIRS AND MAINT						
20230666		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	07242023	07/25/2023	07/25/2023	7	0.00	615.06
Total B.3620.0457					SAFETY INSPECTION,REPAIRS AND MAINT					0.00	615.06
Total Dept 3620					SAFETY INSPECTION					0.00	615.06
Dept 4650					AMBULANCE						
B.4650.0440					AMBULANCE,PROFESSIONAL AMBULANCE BILLING						
20230658		00001		0000002541	PAB, PROFESSIONAL AMBULANCE B	JUNE-23-71	07/25/2023	07/25/2023	7	0.00	2.75
Total B.4650.0440					AMBULANCE,PROFESSIONAL AMBULANCE BILLING					0.00	2.75
Total Dept 4650					AMBULANCE					0.00	2.75
Dept 6989					OTHER ECONOMIC OPPORTUNITY & DEVELOPMENT						
B.6989.0411					OTHER ECONOMIC OPPORTUNITY & DEVELOPMENT,CONTRACTUAL SERVICES						
20230639		00001		0000002805	ROTELLA GRANT MANAGEMENT		07/24/2023	07/24/2023	7	0.00	1,800.00
Total B.6989.0411					OTHER ECONOMIC OPPORTUNITY & DEVELOPMENT,CONTRACTUAL SI					0.00	1,800.00
Total Dept 6989					OTHER ECONOMIC OPPORTUNITY & DEVELOPMENT					0.00	1,800.00
Dept 9060					HOSPITAL AND MEDICAL INSURANCE						
B.9060.0800					HOSPITAL AND MEDICAL INSURANCE						
20230640		00001	540	0000002768	HIGHMARK BCBSWNY		07/24/2023	07/24/2023	7	0.00	1,095.30
Total B.9060.0800					HOSPITAL AND MEDICAL INSURANCE					0.00	1,095.30
Total Dept 9060					HOSPITAL AND MEDICAL INSURANCE					0.00	1,095.30
Total Fund B					PART TOWN FUND					0.00	3,513.11

TOWN OF ALDEN

AP GL Distribution Report

Date Prepared: 08/03/2023 02:21 PM
 Report Date: 08/03/2023
 Account Table:

PUR4130 10
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 Prepared By: CLERK 4

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund DB			HIGHWAY FUND - PART TOWN								
Dept 3120			PUBLIC SAFETY								
DB:3120.0403			PUBLIC SAFETY.BACKGROUND CHECKS/DOT TESTING								
20230663		00001	0000001481	OCCUSTAR WORKPLACE COMPLIAN 9975		07/24/2023	07/24/2023	7	0.00	63.00	
Total DB:3120.0403										0.00	63.00
Total Dept 3120										0.00	63.00
Dept 5110			MAINTENANCE OF ROADS								
DB:5110.0431			MAINTENANCE OF ROADS.GASOLINE & OIL								
20230666		00001	0000000734	ALDEN CENTRAL SCHOOL DISTRICT 07242023		07/25/2023	07/25/2023	7	0.00	2,341.79	
Total DB:5110.0431										0.00	2,341.79
Total Dept 5110										0.00	6,768.02
Dept 5130			MACHINERY								
DB:5130.0424			MACHINERY.REPAIRS AND MAINTENANCE								
20230669		00001	0000001577	FERRY INC.	450439	07/25/2023	07/25/2023	7	0.00	1,117.13	
20230670		00001	0000001403	VALLEY FAB & EQUIPMENT, INC	*****	07/25/2023	07/25/2023	7	0.00	234.00	
20230680		00001	0000001389	NAPA AUTO PARTS	*****	07/26/2023	07/26/2023	7	0.00	483.03	
Total DB:5130.0424										0.00	1,834.16
Total Dept 5130										0.00	1,834.16
Dept 5140			MISCELLANEOUS (BRUSH AND LEAVES)								
DB:5140.0431			MISCELLANEOUS (BRUSH AND LEAVES).GASOLINE & OIL								
20230666		00001	0000000734	ALDEN CENTRAL SCHOOL DISTRICT 07242023		07/25/2023	07/25/2023	7	0.00	2,342.00	
Total DB:5140.0431										0.00	2,342.00
Total Dept 5140										0.00	2,342.00
Dept 5142			SNOW REMOVAL								
DB:5142.0431			SNOW REMOVAL.GASOLINE & OIL								
20230666		00001	0000000734	ALDEN CENTRAL SCHOOL DISTRICT 07242023		07/25/2023	07/25/2023	7	0.00	12,497.92	

Date Prepared: 08/03/2023 02:21 PM

Report Date: 08/03/2023

Account Table:

All. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund DB					HIGHWAY FUND - PART TOWN						
Dept 5142					SNOW REMOVAL						
DB:5142.0431					SNOW REMOVAL.GASOLINE & OIL					0.00	12,497.92
Total DB:5142.0431					SNOW REMOVAL.GASOLINE & OIL					0.00	12,497.92
Total Dept 5142					SNOW REMOVAL					0.00	12,497.92
Total Fund DB					HIGHWAY FUND - PART TOWN					0.00	23,505.10

Date Prepared: 08/03/2023 02:21 PM

Report Date: 08/03/2023

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund SA					SEWER ALAURA DRIVE						
Dept 8130					SEWAGE TREATMENT AND DISPOSAL						
SA.8130.0419					SEWAGE TREATMENT AND DISPOSAL.OTHER UNCLASSIFIED						
20230641		00001		0000002656	EC PUBLIC HEALTH LAB, ATTN: ACCC 7230004		07/24/2023	07/24/2023	7	0.00	184.00
Total SA.8130.0419					SEWAGE TREATMENT AND DISPOSAL.OTHER UNCLASSIFIED					0.00	184.00
Total Dept 8130					SEWAGE TREATMENT AND DISPOSAL					0.00	184.00
Total Fund SA					SEWER ALAURA DRIVE					0.00	184.00

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund T					TRUST & AGENCY						
Dept 0000			0000								
T.0000.0017					DEFERRED COMPENSATION PLAN						
20230665		00001	541	0000002471	NEW YORK STATE DEFERRED COMP 07142023		07/25/2023	07/25/2023	7	0.00	1,840.43
Total T.0000.0017					DEFERRED COMPENSATION PLAN					0.00	1,840.43
T.0000.0024					ASSOCIATION & UNION DUES						
20230663		00001		0000001631	TEAMSTERS LOCAL 264		07/25/2023	07/25/2023	7	0.00	263.00
Total T.0000.0024					ASSOCIATION & UNION DUES					0.00	263.00
Total Dept 0000										0.00	2,103.43
Total Fund T					TRUST & AGENCY					0.00	2,103.43
Grand Total										0.00	132,123.74
Dept No.	Name	Enc. Amount	Exp. Amount								
0000	0000	0.00	4,198.43								
1110	TOWN JUSTICES	0.00	125.00								
1220	SUPERVISOR	0.00	27.94								
1320	AUDITOR	0.00	950.00								
1355	ASSESSOR	0.00	5,194.64								
1410	TOWN CLERK	0.00	85.00								
1610	INTERNET	0.00	277.97								
1620	BUILDINGS	0.00	1,687.21								
1670	CENTRAL MAILING	0.00	274.68								
1910	UNALLOCATED INSURANCE	0.00	69,938.05								
3120	PUBLIC SAFETY	0.00	63.00								
3510	DOGS	0.00	502.43								
3620	SAFETY INSPECTION	0.00	615.06								
4650	AMBULANCE	0.00	2.75								
5110	MAINTENANCE OF ROADS	0.00	6,768.02								
5130	MACHINERY	0.00	1,834.16								
5132	HIGHWAY GARAGE	0.00	612.68								
5140	MISCELLANEOUS (BRUSH AND LEAVES)	0.00	2,342.00								
5142	SNOW REMOVAL	0.00	12,497.92								
6772	PROGRAMS FOR AGING	0.00	1,299.68								
6989	OTHER ECONOMIC OPPORTUNITY & DEVELOPI	0.00	1,800.00								

Date Prepared: 08/03/2023 02:21 PM

Report Date: 08/03/2023

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2023 Period From: 1 To: 12 Pay Due Date 07/24/2023 To: 07/26/2023

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount	
7110					PARKS		0.00	17,645.06				
7140					RECREATION		0.00	260.11				
8130					SEWAGE TREATMENT AND DISPOSAL		0.00	184.00				
9060					HOSPITAL AND MEDICAL INSURANCE		0.00	1,642.95				
9950					TRANSFERS TO CAPITAL PROJECTS FUND		0.00	1,295.00				
Grand Total:											0.00	132,123.74

Resolution Calling Public hearing for Local Law # 4 of 2023 “Amendment of Chapter 52 Purchase Contracts”

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

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED AS FOLLOWS;

A hearing before the Town Board of the Town of Alden, in the County of Erie shall be held at the Town Hall, 3311 Wende Road, Alden, New York at 7:05 p.m. on the 21st day of August, 2023, for the purpose of hearing all persons interested in the proposed Local Law No. 4 of the Year 2023 “Amendment of Chapter 52 Purchase Contracts” which will amend the current Purchase Contracts Local Law; and

ORDERED, that the Town Clerk is directed to (a) publish a notice of public hearing in the Alden Advertiser, designated as the official newspaper for this publication, such publication to be not less than ten (10) days before the date of the public hearing; (b) and post as required by law one copy of the Notice of Public Hearing no later than the day such Notice is published; and

ORDERED, that the Town Clerk is to make copies of the proposed Local Law No. 4 of the Year 2023, entitled “Amendment of Chapter 52 Purchase Contracts” available at her office for inspection and distribution to any interested person during business hours.

The question of the adoption of the foregoing order was duly put to a vote on roll call, at a regular meeting on August 7, 2023, which resulted as follows:

Councilwomen Waiss	AYE	NAY
Supervisor Sitzman	AYE	NAY
Councilwomen Pautler	AYE	NAY

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN OF ALDEN, NEW YORK

PLEASE TAKE NOTICE, that there has been presented to the Town Board on July 17, 2023, for adoption a proposed Local Law to be known as Local Law No. 4 of the Year 2023 entitled "Amendment of Chapter 52 Purchase Contracts" The purpose of this local law is to amend the current Purchase Contracts Local Law.

THEREFORE, pursuant to the Municipal Home Rule Law Rules, the Town Board of the Town of Alden shall hold a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 3311 Wende Road, Alden, New York at 7:05 p.m. on the 17th day of August, 2023, at which time persons interested may be heard. Copies of the aforesaid proposed Local Law are available at the office of the Town Clerk for inspection and distribution to any interested person during business hours. The meeting room is wheelchair accessible. Those needing special arrangements should call the Town Clerk at 716-937-6969.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF ALDEN

Dated: August 7, 2023

Proposed Local Law # 4 of 2023 amendment of:

Chapter 52

Purchase Contracts

[HISTORY: Adopted by the Town Board of the Town of Alden 1-7-2013 by L.L. No. 1-2013 (Ch. 20C of the 1981 Code). Amendments noted where applicable.]

§ 52-1 Award of contracts based on best value.

Notwithstanding any other provision with respect to purchase contracts by competitive or purchase proposals and pursuant to the provisions of General Municipal Law § 103(1), the Town of Alden may award such contracts to a responsive and responsible bidder on the basis of best value.

§ 52-2 Definition.

The definition of "best value" as used herein shall be in accord with the definition set forth in New York State Finance Law § 163(j) now enacted or hereinafter amended, which definition identifies the term "best value" to mean the basis for awarding contracts for purchase to the offeror which optimizes equality, cost and efficiency among responsive and responsible offerors. Such basis shall reflect, whenever possible, objective and quantifiable analysis.

52-3 Applicability.

The provisions of this chapter apply to Town purchase contracts involving an expenditure of more than \$20,000 and Town contracts for services involving an expenditure of more than \$35,000, but excludes purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law and any other contract that may in the future be excluded under the state law from the best value option. If the dollar thresholds of General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

52-4 Standards for best value.

Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimizes quality, cost and efficiency among responsive and responsible bidder or offerer. The determination shall be based on an objective analysis of clearly described and documented criteria as they apply to the rating of bids of offers. Where possible, such determination shall also be based upon and include a quantifiable analysis of the same. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the end use if distance or response time is a significant term; durability; availability or replacement parts or maintenance contractors; longer product life; product performance criteria; and quality of craftsmanship.

52-5 Basis for determination.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

52-6 Severability.

If any section, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgement made thereby shall not affect the validity of this law as a whole or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

52-7 Effective date.

This chapter shall take effect immediately upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

B

RESOLUTION DECLARING SEQRA NEGATIVE DECLARATION AND APPROVING MINOR SUBDIVISION ON CRITTENDEN ROAD

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

WHEREAS, the Alden Town Board is considering an application by Chris Snyder for the subdivision of four (4) lots. The entire parcel currently consists of approximately 6.75 vacant acres at Crittenden Road, in the Town of Alden, further identified as SBL# 108.00-2-27.111. The first proposed lot ("Parcel 1") will be an approximate 1.4-acre parcel; the second proposed lot ("Parcel 2") will be an approximate 1.2-acre parcel; the third proposed lot ("Parcel 3") will be an approximate 1.98-acre parcel; and the fourth proposed lot ("Parcel 4") will be the remaining approximate 1.98-acre parcel (The "Proposed Action");

WHEREAS, the Proposed Action is an unlisted action within the requirements of the New York State Environmental Quality Review Act;

WHEREAS, the Town Building Inspector provided notice to the Erie County Division of Planning, for this Proposed Action, as required under Section 239-m of the General Municipal Law and no comment was received;

WHEREAS, the New York State Environmental Quality Review Act requires the Town to determine the Lead Agency status and the Lead Agency making a SEQRA determination;

WHEREAS, the Alden Town Board did assume Lead Agency Status on June 20, 2023;

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law the Town Board has prepared the Short Form Environmental Assessment Form, which is now on file with the Town Board and the Town's SEQRA Intake Officer; and

WHEREAS, during review of this Proposed Action, the Town of Alden assessed areas of environmental concern and determined that no significant negative impacts would occur. In reaching this decision, the Town carefully considered all "Criteria" for Determination of Significance listed in the SEQRA Regulations; and

WHEREAS, the Town of Alden Planning Board on June 13, 2023, reviewed the Proposed Action and recommended to the Town Board the approval of the Proposed Action; and

WHEREAS, a period of three years has elapsed since the last minor subdivision of this mother parcel.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

- 1. The Town Board, as Lead Agency, has determined that the Proposed Action is an Unlisted Action under SEQRA;**

2. **The Town of Alden, as Lead Agency hereby concludes that the project will not adversely affect the natural resources of the State and/or the health, safety and welfare of the public and is consistent with social and economic consideration;**
3. **That the following parcels, more particularly described as:**

Lot No. 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie, and State of New York, being part of Lot No. 13, Township 11, Range 5 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the center line of Crittenden Road, said center line also being the west line of Lot No. 13, distant 260.00 feet southerly from the Northwest corner of Lot No. 13, and the center line of North Road; thence easterly parallel with the north line of Lot No. 13, 278.77 feet; thence northerly at an interior angle of 90 degrees 12'-0" distant 260.00 feet to the north line of Lot No. 13, also being the center line of North Road; thence westerly along the center line of North Road distant 280.22 feet to the point of beginning, Containing 1.18 acres more or less. Excepting therefrom all the lands lying within the bounds of said North Road and Crittenden Road.

Lot No. 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie, and State of New York, being part of Lot No. 13, Township 11, Range 5 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the west line of Lot No. 13, also being the center line of Crittenden Road, distant 260.00 feet of the Northwest corner of Lot No. 13, thence easterly at an interior angle of 92 degrees 28'54" parallel with the north line of Lot No. 13 distant 278.77 feet; thence southerly at an interior angle of 89 degrees 48' 0" distant 180.00 feet; thence westerly parallel with the north line of Lot No. 13 distant 277.75 feet to the west line of Lot No. 13 also being the center line of Crittenden Road; thence northerly distance 180.00 feet to the point of beginning. Containing .98 acres more or less. Expecting therefrom all the lands lying within the bounds of said Crittenden Road.

Lot No. 3

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie, and State of New York, being part of Lot No. 13, Township 11, Range 5 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the west line of Lot No. 13, also being the center line of Crittenden Road, distant 440.00 feet of the Northwest corner of Lot No. 13, thence easterly at an interior angle of 89 degrees 52' 44" parallel with the north line of Lot No. 13 distant 477.75 feet; thence southerly at an interior angle of 89 degrees 48' -0" distant 180.00 feet; thence westerly parallel with the north line of Lot No. 13 distant 476.75 feet to the west line of Lot No. 13 also being the center line of Crittenden Road; thence northerly distant 180.00 feet to the point of beginning. Containing 1.81 acres more or less. Expecting therefrom all the lands lying within the bounds of said Crittenden Road.

Lot No 4.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie, and State of New York, being part of Lot No. 13, Township 11, Range 5 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the west line of Lot No. 13, also being the center line of Crittenden Road, distant 620.00 feet of the Northwest

corner of Lot No. 13, thence easterly at an interior angle of 89 degrees 52' 44" parallel with the north line of Lot No. 13 distant 476.75 feet; thence southerly at an interior angle of 89 degrees 48' 0" distant 180.00 feet; thence westerly parallel with the north line of Lot No. 13 distant 475.74 feet to the west line of Lot No. 13 also being the center line of Crittenden Road; thence northerly distant 180.00 feet to the point of beginning. Containing 1.80 acres more or less. Excepting therefrom all the lands lying within the bounds of said Crittenden Road.

are given subdivision approval; and

4. This resolution shall take effect immediately.

The above resolution was duly put to a roll call vote at a regular meeting of the Alden Town Board on August 7, 2023, the results of which were as follows:

Councilwomen Weiss	Aye	Nay
Supervisor Sitzman	Aye	Nay
Councilwomen Pautler	Aye	Nay

C

RESOLUTION TO ACCEPT GRANT FUNDING FROM THE ERIE COUNTY LEGISLATURE

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

WHEREAS, the Town of Alden has been awarded a grant of \$10,000 from the Erie County Legislature for the purpose of purchasing computers, printer, tables and chairs for use at the Senior/Community Center; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. That the Alden Town Board authorizes the Town Supervisor to sign and submit and execute an Intermunicipal Agreement with the County of Erie awarding a grant of \$10,000 to the Town for the purpose of purchasing computers, printer, tables and chairs for use at the Senior/Community Center; and**
- 2. This resolution shall take effect immediately.**

The foregoing Resolution was duly put to a roll call vote at a duly called regular meeting on August 7, 2023, as follows:

Councilwomen Weiss	Aye	Nay
Supervisor Sitzman	Aye	Nay
Councilwomen Pautler	Aye	Nay

THIS INTERMUNICIPAL AGREEMENT (Agreement), made the 24TH DAY OF APRIL, 2023 by and between:

THE COUNTY OF ERIE, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14226, (hereinafter referred to as the "County")

and

THE TOWN OF ALDEN ~~COMMUNITY CENTER~~, a municipal corporation of the State of New York, having an office and place of business at 13116 MAIN STREET, ALDEN, NY 14004 (hereinafter referred to as the "Town").

Note - the Community Center is a Building not a corporation

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the County and Town, pursuant to General Municipal Law § 95-a, and otherwise, are hereby authorized and empowered to establish, maintain and operate programs devoted in whole or in part to the welfare of the aging, and to contract with private, nonprofit corporations, associations, institutions or agencies for the operation and maintenance of such programs. Any such county, city, town, village or school district may appropriate, raise and expend moneys for the purposes of establishing, maintaining and operating, or contracting for the operation and maintenance of such programs, and may also receive and expend moneys from the state, the federal government or private individuals, corporations or associations for such purposes.; and

WHEREAS, the County desires to assist the Municipality by funding its **PURCHASE OF COMPUTERS, PRINTER, TABLES, & CHAIRS**, which benefits the residents of the Town, and County (hereinafter referred to as the Project); and

*for use at
the Senior/
Community
Center*

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the County and the Town, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
THE PROJECT

Section 1.0. The Town shall undertake the activities set forth in Schedule "B", which plans have been approved by the Town and the County and reimbursed in compliance with General Municipal Law, and other applicable local laws.

ARTICLE II
PAYMENT

Section 2.0. In consideration of the improvements to be made to the Property, the County shall reimburse the Town an amount not to exceed **(\$10,000.00) TEN THOUSAND DOLLARS**, payable pursuant to the table attached hereto as Schedule "C". The County shall have no further obligation whatsoever for the Property.

Any and all requests for payment shall be submitted by the Town on properly executed payment invoices of the County, substantiate time and expense for services provided, and paid only after approval by the County. In no event shall a payment be made to the Town prior to completion of all improvements, the submission of reports and the approval of same by the County.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Town for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Section 2.0 but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Town to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

ARTICLE III
**RIGHTS AND RESPONSIBILITIES OF THE TOWN
REGARDING THE PROJECT**

Section 3.0. The Town shall have sole authority and control over the development, operation, management, scheduling and maintenance of the PROJECT. The PROJECT shall be operated as the ALDEN COMMUNITY CENTER, but shall be available to all County residents. ↑
↳ SENIOR

Section 3.1. The Town shall, at its sole cost and expense, assume full responsibility for the operation of the Property in accordance with this Agreement and for repair, maintenance and security of the Property in accordance with this Agreement, all to the satisfaction of the County.

Section 3.2. The Property shall be open and available to the general public and under no circumstance shall access be limited solely to residents of the Town or other designated local government.

Section 3.3. The Town shall, at its sole cost and expense, repair, maintain and properly supervise the Property, it being understood and agreed that such repair, maintenance and supervision shall be performed by the Town when necessary and to correct hazardous conditions. The Town shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required.

Section 3.4. Following construction of improvements on the Property, said improvements shall be available to the public as required by this Agreement although the Town shall have sole discretion to schedule the use of same as appropriate.

Section 3.5. The Town shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the said Property or any part thereof or applicable to this Agreement. This shall include, but not be limited to, any and all Federal, State and Local procurement laws; County Local Law No. 3-2018 known as the Erie County Workforce Development and Diversification New York State Certified Worker Training Program, and the New York State Environmental Quality Review Act (SEQR), all to the extent applicable. The County's Commissioner or his designee shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Town.

Section 3.6. All advertising and signage to be utilized by the Town in connection with the operation of the Property shall be subject to the prior written approval of the Commissioner and shall be provided to the County in advance for review. The Town shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

ARTICLE IV

Has Been Removed from this Contract

★
Please note
these requirements

ARTICLE V
INSURANCE and INDEMNITY

5.0. The Town shall procure and maintain insurance coverage for its maintenance, operation and/or repair of the Property as specified in Schedule "D" attached hereto and made a part hereof.

*need to
attach*

5.1 During the term of this Agreement, the Town agrees to cause its design professionals, contractors, sub-contractors and vendors to maintain insurance coverage consistent with the insurance requirements included as Schedule "D" attached hereto and to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work hereunder.

5.2 Notwithstanding the preceding sentence, the Town may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

5.3. To the fullest extent authorized by law, the Town, and its design professionals shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

ARTICLE VI
RESPONSIBILITIES OF THE COUNTY

Section 6.0. The County shall have no responsibility for the operation, and maintenance of the Property other than to provide the payment set forth in Section 2.0 hereof.

ARTICLE VII
TERM OF AGREEMENT

Section 7.0. The term of this agreement shall be **ONE YEAR (1)** year commencing on **APRIL 24, 2023**, unless terminated sooner as provided herein.

ARTICLE VIII
NOTICES

Section 8.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Erie County Legislature
Office of the Minority Caucus
92 Franklin Street, 4th Floor
Buffalo, NY 14202

with copies to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Town:

~~ALDEN COMMUNITY CENTER~~
~~1250 UNION ROAD~~
ALDEN, NY 14004

*Alden Town Hall
3311 Wendt Rd.*

with copies to:

Town Attorney
*3311 Wendt Rd
Alden NY 14004*

ARTICLE IX
MISCELLANEOUS

Section 9.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 9.1. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 9.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 9.4. It is recognized and understood that the Town is not an agent of the County and in accordance with such status, the Town, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 9.5. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 9.6. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 9.7. The Town shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit "E" and made a part hereof. The Town shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Town is not qualified to participate in future County contracts.

Section 9.8. All covenants, stipulations, promises, agreements and obligations of the Town and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Town and the County and not of any member, officer or employee of the Town or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Town or the County or any natural person executing this Agreement.

Section 9.9. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

[END TEXT]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

Town of

ALDEN COMMUNITY
CENTER

Mark C. Poloncarz / Lisa Chimera

County Executive / Deputy County Executive

Dated: _____

Name:

Title: Supervisor

Dated: _____

APPROVED AS TO CONTENT

Name: STEVEN WHIPPLE

Title: Deputy Chief of Staff

Dated: _____

APPROVED AS TO FORM

Name: KRISTEN M. WALDER

Title: Deputy County Attorney

Document No. _____

Dated: _____

SCHEDULE "A"

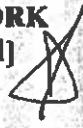
MAP OF THE PROPERTY

[to be attached]

NOT REQUIRED FOR ALDEN COMMUNITY CENTER

SCHEDULE "B"

SCOPE OF WORK
[to be attached]



SCHEDULE "C"

INVOICE

[to be attached]



SCHEDULE "D"



STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contract
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CS
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CS
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law — Use Applicable Certificates Below:

Workers Compensation Forms	
CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms	
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE "E"
ERIE COUNTY EQUAL PAY CERTIFICATION
(Reference Contract Paragraph 9.7)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of
(or a partner in) _____, and is making the
foregoing Certification and that the statements and representations made in the Certification are true to
his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)
_____, of _____, (Title
of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its
contents, that the statements and representations made in the Certification are true to his or her own
knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20_____

Notary Public

RESOLUTION TO APPROVE LOCAL LAW

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

WHEREAS, a Proposed Local Law # 3 of 2023, entitled "Town of Alden Code of Ethics" was introduced to the Alden Town Board for consideration by Supervisor Sitzman on June 5, 2023,

WHEREAS, a resolution was duly adopted by the Alden Town Board calling a public hearing to be held by the Alden Town Board on July 3, 2023 at the Alden Town Hall, to hear all interested parties on a proposed Local Law,

WHEREAS, notice of said public hearing was duly published in the Alden Advertiser,

WHEREAS, said public hearing was duly held on July 3, 2023 and all parties in favor of and opposed to the local law were heard,

WHEREAS, pursuant to part 617 of the implementing regulations pertaining to Article 8 State Environmental Quality Review Act it has been determined by the Alden Town Board that the Local Law is a Type II Action,

WHEREAS, the neighboring municipalities were given notice of the proposed Local Law on June 22, 2023, and

WHEREAS, the Alden Town Board, after due deliberation, finds it in the best interest of said the Town of Alden to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

- 1. The Alden Town Board hereby adopts said Local Law No. 3 of the Year 2023 entitled "Town of Alden Code of Ethics"; and, a copy of which is attached hereto and made a part of this resolution,**
2. That the Alden Town Clerk enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Alden, and to give due notice of the adoption of said Local Law to the Secretary of State of New York, post the same on the Town Bulletin Board and publish the same in the Alden Advertiser, and
3. This Resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on August 7, 2023, as follows:

Councilwomen Waiss	Aye	Nay
Supervisor Sitzman	Aye	Nay
Councilwomen Pautler	Aye	Nay

Alden Local Law No. 3 of the Year 2023 (final draft)
A LOCAL LAW AMENDING CHAPTER 29 ETHICS

SECTION 1: TITLE

The title of this Local Law shall be “Town of Alden Code of Ethics” and shall replace in its entirety Chapter 29 of the Alden Town Code adopted as L.L. No. 2-1972.

SECTION 2: AUTHORIZATION:

This Local Law is adopted pursuant to Article 18, §806, of the General Municipal Law of the State of New York.

SECTION 3: PURPOSE:

The purpose of this local law is to convey standards of ethical conduct to officers and employees of the Town of Alden and serve as a guide for the official conduct of the officers and employees of the Town of Alden.

SECTION 4: SCOPE:

- a) This local law applies to all Town of Alden officers, employees and members of all boards and commissions (Town Representative). The proper operation of Town government requires that its Town Representative be independent, impartial, objective, unbiased and responsible to the people of the Town and to discharge faithfully the duties of their position, regardless of personal considerations. The Code of Ethics is intended to maintain high standards of fairness, honesty, integrity, and respect for others. The Code of Ethics provides general principles of appropriate conduct and includes provisions to help avoid even the appearance of impropriety. It would be nearly impossible and overly cumbersome to try and capture all possible circumstances and situations that might present themselves in the Ethics of business within the Town. Therefore, this Code of Ethics is not intended to be all-inclusive. The absence of a specific circumstance or situation does not relieve Town Representatives from acting responsibly or exercising high ethical standards. Town Representatives should conduct themselves within the spirit and intent of this Code of Ethics and should seek advice or guidance if necessary.
- b) By issuing this Code of Ethics, the Town does not wish to preclude neighborly conduct and acts of goodwill. This Code of Ethics is not intended to preclude either extending or receiving acts of kindness, expressions of appreciation, lending a helping hand, helping out

in a personal emergency and other similar circumstances. Should a complaint of misconduct arise, it will be viewed by the Board of Ethics in terms of whether the act was intended to gain or give special favor, gain or give special consideration, influence a decision or to receive personal gain or position.

- c) Any Town resident, Town Representative, supplier/contractor, outside government official or the general public may approach Town government with ethical misconduct or conflict of interest concerns as provided for herein.

SECTION 5: DEFINITIONS:

As used in this Local Law, the following terms shall have the meanings as indicated:

- a) "Town Representative" means an employee of the Town, an elected or appointed officer of the Town, whether paid or unpaid, a member of any administrative board, commission or other agency thereof whether elected or assigned or paid or unpaid. However, no person shall be deemed to be a Town Representative by reason of being an independent contractor performing services under contract or agreement with the Town. No person shall be deemed to be a Town Representative solely by reason of being a volunteer, such as a fireman or civil defense volunteer.
- b) "Interest" means any direct or indirect monetary or material benefit accruing to a Town Representative or a Town Representative's: 1) spouse, child, step-child, sibling, or parent of the Town Representative, or a person claimed as a dependent on his or her latest individual state income tax; 2) a firm, partnership or association of which such Town Representative is a member or employee; 3) a corporation of which such Town Representative is an officer, director or employee, and; 4) corporation, any stock of which is accrued or controlled directly or indirectly by such Town Representative.
- c) "Immediate Family" means the husband, wife, son, daughter, father, mother, brother, sister, father-in-law, and/or mother-in-law. It shall also pertain to any person living in the Town Representative's household.

SECTION 6: CONFLICTS OF INTEREST:

No Town Representative may take action that provides a financial or other personal benefit to his or her: (1) immediate family; (2) customers or clients; (3) employer; or (4) a person who has made campaign contributions to the Town Representative within a twelve-month period. No Town

Representative shall invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction, which creates a conflict with his or her official duties. No Town Representative shall receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any Town agency or board of which he or she is an officer, member or employee, or of any municipal agency over which he or she has jurisdiction or to which he or she has the power to appoint any member, officer or employee. Town Representatives must disclose to the Town Board if they or immediate family have any direct or indirect interest in a company doing business with or being considered to do business with the Town of Alden. To the extent that he or she knows thereof, a Town Representative, whether paid or unpaid, who participates in the discussion or gives official opinion of the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such legislation.

SECTION 7: APPEARANCE OF IMPROPRIETY:

A Town Representative must avoid circumstance that compromise his or her ability to make decisions solely in the public interest or create an appearance of impropriety.

SECTION 8: RECUSAL:

A Town Representative must recuse himself or herself when faced with the above conflicts. Recusal means that the Town Representative may not deliberate, vote or participate in any way in that matter. The Town Representative should disclose his or her conflict and remove him or herself from the **discussion and decision making process**. He or she should not provide input regarding the matter from the audience in his or her capacity as a member of the public. A Town Representative should remove himself or herself from any review, recommendation, or selection of any procurement transaction that involves such company.

SECTION 9: USE OF TOWN PROPERTY AND RESOURCES:

No employee may use town-owned property, assets or any resources for personal purposes or profit or to benefit any person. Use of these resources is restricted to the ethics of town business, for the benefit of all residents and to further an authorized public purpose. Any outside employment must be kept completely separate from town responsibilities. Town Representative are prohibited from

using town equipment, tools, time, property or other town resources for their outside employment activities. Any activity seeking private gain or pursuit of a personal business endeavor by an employee during work hours is prohibited.

SECTION 10: NEPOTISM:

Spouses and other family members of Town Representative may not serve in positions whose duties conflict or appear to conflict within the duties of the official. They may not serve on a commission, board or body of which the Town Representative is a member.

SECTION 11: GIFTS:

A Town Representative may not solicit any gift or personal favor nor may he or she receive any gift or personal favors, whether financial or in any other form, from any person who is doing or seeking to do business of any kind with the town including applications for permits or approvals; has done business with the town during the last six months; or from a lobbyist representing a person before a town agency. A Town Representative may not solicit or receive any gift or payment as a reward for exercise of Town Representative duties. Generally, a Town Representative may not receive or solicit any gift, creating the appearance that he or she may be influenced or that his or her responsibility to make impartial decisions solely in the public interest is compromised. Gifts as used in this section excludes gifts from family members; attendance at local social events such as holiday festivities; benefits available to the general public; acceptance of an award; functions that officials routinely attend, such as chamber of commerce events; acceptance of promotional items; and an event or activity fulfilling a public purpose.

SECTION 12: PRIVATE EMPLOYMENT:

A Town Representative shall not solicit, negotiate for or commit to accept private employment from any person doing business with or having any matter pending with the town or render services for private interests when such employment or service creates a conflict with or impairs the proper

discharge of his or her duties. Otherwise, Town Representative may engage in outside employment.

SECTION 13: REPRESENTATION:

A Town Representative shall not appear on behalf of or represent a person in any matter before a municipal agency except on his or her own behalf.

SECTION 14: CONFIDENTIAL INFORMATION:

A Town Representative or former Town Representative may not disclose confidential information or use it to further his or her or another person's private interests or in any way utilize the information for non-public purposes.

SECTION 15: POLITICAL SOLICITATION:

No Town Representative shall solicit political contributions from subordinates or request that they attend political functions or engage in any political activity.

SECTION 16: FORMER EMPLOYMENT:

No Town Representative who has left municipal service shall appear before or receive compensation in a matter before his or her former agency for a period of one year after departure. He or she is permanently barred from appearing or receiving compensation regarding a matter he or she was personally involved in as a town official.

SECTION 17: INCOMPATIBLE POSITIONS:

A Town Representative is prohibited from holding more than one position with the Town of Alden when one is subordinate to the other or holding more than one position with the Town of Alden when the duties of the positions conflict.

SECTION 18: DISCRIMINATION:

The Town work environment should be free from discrimination on the basis of race, religion, sex, age, disability, national origin, marital status, veteran status or sexual orientation. This policy

applies to hiring practices, administration of activities within Town operations and government and between Town Representatives and Town Residents.

SECTION 19: USE OF ALCOHOL OR ILLEGAL DRUGS:

No Town Representative shall consume alcoholic beverages or illegal drugs during working hours. No Town Representative should report to work under the influence of alcohol or illegal drugs.

SECTION 20: DEADLY WEAPONS:

No Town Representative, except Town Constables, while carrying out responsibilities of their Town position shall be in the possession of a deadly weapon as defined in Section 10(12) of the NYS Penal Law.

SECTION 21: BOARD OF ETHICS:

- a) The Alden Town Board hereby establishes a Board of Ethics, who shall serve at the pleasure of the Alden Town Board. The Board shall be comprised of five members, only one of which must be a Town Representative. The Town's attorney shall serve as counsel to the Board of Ethics except in any matter where a conflict of interest may exist.
- b) The term of office for Board of Ethics members shall be five years, except for the initial appointments creating the Board; which shall be appointed as follows:
one Initial Member shall have a one year term; one Initial Member shall have a two year term; one Initial Member shall have a three year term; one Initial Member shall have a four year term; and one Initial Member shall have a five year term. No member shall serve more than two consecutive terms.
- c) Meetings of the Board shall be held at the call of any member on at least three days written notice, mailed to the last-known address of the members. Minutes shall be kept for every meeting. It is recognized that reputations of Town Representatives can be wrongfully tarnished by false or misleading complaints. Therefore, to the extent allowed by law, the Board of Ethics shall be exempt from the Freedom of Information Law and from the Open Meetings Law when reviewing complaints. Discussions held in Executive Session shall remain confidential and will not be disclosed.
- d) Board of Ethics members shall receive no salary or compensation for their services, but shall be entitled to actual and necessary reimbursement of expenses in performing the duties of their office.

- e) Should a vacancy in the Board of Ethics arise, the Town Board shall appoint a person to serve out the remainder of the term.
- f) Any member of the Board of Ethics may be removed by the Town Board for substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of his or her office or violation of the Code of Ethics.

SECTION 22: POWERS AND DUTIES OF THE BOARD OF ETHICS:

- a) The Board of Ethics shall have the powers and duties prescribed by Article 18, §808, of the General Municipal Law of the State of New York and as set forth herein and shall render advisory opinions to the officers and employees of the Town with respect to the Code of Ethics and Article 18 of the General Municipal Law, and under such rules and regulations as the Town Board may prescribe.
- b) The Board of Ethics shall have the authority to take testimony under oath recognizing that false statements given under oath can be forwarded to the Erie County District Attorney's Office for possible criminal prosecution.
- c) The Board shall have the authority to receive from any person a written complaint questioning the compliance of any Town Representative with the provisions of the Code of Ethics or addressing conflicts of interest concerns.
- d) The complaint shall be in writing, must include the complainant's name, address and phone number and shall be signed by the complainant. The written complaint shall set forth reasonable detail and documentation, if any, of the facts alleged to constitute the violation(s), or the conditions(s) that exist that creates a potential for a conflict of interest. The complaint should include date(s), time and place of each occurrence, and the name of the Town Representative(s) charged with the violation(s). Preferably, the complaint shall identify the section of the Code of Ethics that has been allegedly violated.
- e) Any document identified as a complaint that is received by the Town Board, or a Town Representative shall be forwarded, unaltered, to the Board of Ethics.
- f) The Board of Ethics may on its own initiative conduct an inquiry of a Town Representative's alleged non-compliance with the provisions of the Code of Ethics upon receipt of substantial, reliable evidence, including, but not limited to, documents, written material, or other forms of proof. The Board of Ethics shall also have the power to initiate complaints as a result of information discovered during the course of its duties.

- g) Upon receipt of a complaint, the Board of Ethics shall acknowledge receipt to the complainant and forward the complaint simultaneously to the Town Representative who is the subject of the complaint and to the Town's attorney.
- h) All complaints until completely investigated are considered alleged violations or conflicts of interest, and as such, are to be kept in the confidential records of the Board of Ethics. Board of Ethics members, the Town Board or any other Town Representative having knowledge about a complaint, and any details thereof, shall keep all complaints, information and discussions thereof, confidential before and during investigation.
- i) Within 30 days after receipt of a complaint, the Board of Ethics shall conduct a preliminary investigation.
- j) After the complaint has been filed and prior to any investigation undertaken of a complaint before the Board of Ethics, no member of the Board of Ethics or any of the Board's authorized agents may communicate directly or indirectly with any party or other persons about any issue of fact or law regarding the complaint, except that:
 - 1) The members of the Board of Ethics may obtain legal advice from the Town's attorney or special counsel as the case may be;
 - 2) The members of the Board of Ethics may discuss the complaint among themselves;
 - 3) If any person attempts to influence a Board of Ethics member regarding the pending complaint, the Board member shall report the substance of the communication to the Board of Ethics at the next meeting of the Board of Ethics.
- k) The Board of Ethics shall then conduct a preliminary analysis of the complaint and determine whether there is probable cause for the complaint. In the event that the Board of Ethics should find no probable cause for the complaint, the Board of Ethics shall dismiss the complaint. If the complaint is dismissed, it shall be done in writing, setting forth the facts and provisions upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the Town Representative who is the subject of the complaint, to the Town Board and to the Town's attorney. The complaint shall not be disclosed to the public (other than to the complainant) and all records shall be maintained in the confidential files of the Board of Ethics for a period of seven years, after which it shall be destroyed. **The Town Board will provide a locked filing cabinet in the Supervisor's Office. Two members of the Board of Ethics shall review each file before the same is destroyed.** The Town

Representative who is the subject of the complaint may make a written request to the Town Board to make the findings public. The Town shall then honor any such request.

- l) In the event that the Board of Ethics has no basis to dismiss the complaint, it shall proceed with an investigation. At such point, the Board of Ethics shall forward to the Town Board a copy of its initial position together with any information and documentation acquired by the Board of Ethics regarding the complaint.
- m) An investigation should then proceed. Since complaints will vary in nature, so too may the approach taken to investigate a complaint vary. The Board of Ethics may seek advice on how to proceed with individual investigations. The Board of Ethics shall have final say in determining how an investigation shall proceed. The Board of Ethics shall seek to make sure that both the complainant and the Town Representative who is the subject of the complaint have an opportunity to be heard and to present evidence. The Board of Ethics may limit the testimony and evidence that is presented to it, if in the opinion of the Board the testimony and evidence in question is irrelevant, unnecessary, redundant, or unreliable.
- n) The members of the Board of Ethics shall have the right to obtain opinions from qualified people other than themselves provided that the majority of the members of the Board of Ethics agree with such a course of action and the names of individuals involved in the complaint are withheld, to the extent possible, from such other qualified people.
- o) The Board of Ethics may require, with sufficient written notice, any Town Representative to appear before it to provide testimony regarding pending complaints. The Board of Ethics, for this purpose, may administer oaths and require the production of evidence, such as documents.
- p) The Town Representative who is the subject of the complaint may submit a written sworn response to the Board of Ethics.
- q) Should satisfactory cooperation not be forthcoming by the accused Town Representative, or by any witness, the Board of Ethics upon a majority vote of the total voting membership of the Board, may issue subpoenas to compel the attendance of the Town Representative charged with the violation or necessary witnesses, to a hearing. Subpoenas may also be used to obtain the production of documents and other materials pertinent to the investigation. The Town's attorney will advise and assist the Board in the use, preparation and issuance of subpoena(s).
- r) A copy of the transcript of the testimony of the Town Representative who is the subject of the complaint shall be provided at no cost to the Town Representative.

- s) The Town Representative who is the subject of the complaint shall have the right to be represented by counsel.
- t) Upon completion of its investigation, the Board of Ethics shall prepare a written report detailing its review and provide a recommendation to the Town Board regarding the disposition of the complaint. A copy shall be forwarded to the Town's attorney. The complaints, records, other proceedings related thereto, and report, up to this point in the process, shall remain confidential.
- u) The Board of Ethics' report will identify, in the Board's judgement, whether or not the complaint is a violation of the Code of Ethics or if a conflict of interest exists. The Board's assessment shall be binding unless new evidence is brought to bear on the subject. Upon review and authorization of the report by the Town Board and concurrence from the Town's attorney, the Board of Ethics shall furnish the complainant and the Town Representative who is the subject of the complaint with a disposition of the complaint.
- v) Should a complaint be deemed to not violate the Code of Ethics or be a conflict of interest, the complaint shall not be disclosed to the public (other than to the complainant), to avoid the potential for tarnishing the accused Town Representative's reputation. The Town Representative who is the subject of the complaint may make a written request to the Town Board to make the findings public. The Town shall then honor any such request. All records shall be maintained in the confidential files of the Board of Ethics for a period of seven years, after which it shall be destroyed.
- w) Should a complaint be deemed to be a violation of the Code of Ethics, The Town Board shall determine disciplinary action. Should the complaint be deemed to be a conflict of interest matter, the Town Board shall take appropriate steps to mitigate the matter. Details of the report shall not be made public (other than to the complainant) unless it is determined necessary to do so by the Town Board. The Town Representative who is the subject of the complaint may make a written request to the Town Board to make the findings of the report public. The Town shall then honor any such request. All records shall be maintained in the Town Representative's confidential personnel file for a period consistent with NYS Law.

SECTION 23: DISTRIBUTION OF CODE OF ETHICS:

The Town Supervisor shall ensure that a copy of the Code of Ethics be distributed to every Town Representative within thirty days after the effective date of this local law or any revision there to.

Each Town Representative elected or appointed thereafter shall be furnished a copy of the Code of Ethics before entering upon the duties of his or her office or employment. It shall be the responsibility of the supervisor of any new employee to ensure that the new employee familiarizes himself/herself with the provisions of this local law and the Code of Ethics.

SECTION 24: PENALTIES:

In addition to any penalty contained in any other provision of law, any person who shall violate any of the provisions of the Code of Ethics may be reprimanded, fined, suspended or removed from office or employment, as assessed by the Town Board, in the manner provided by law. The Board of Ethics shall not have the power to impose any monetary or other penalty.

SECTION 25: TRAINING:

Each Town Representative shall receive training concerning the requirements of the code of ethics and the procedure for seeking an opinion or investigation by the Board of Ethics. Copies of the code and amendments to the code shall be provided to all officials. Said training shall occur biennially prior to March 1 of each even-numbered calendar year.

SECTION 26: ANNUAL DISCLOSURE:

Pursuant to Sections 811 and 812 of the NYS General Municipal Law, all Town Representatives must file with the Town Clerk, annually no later than January 31 of each calendar year or within thirty days of being hired/appointed. The Form of Annual Disclosure is below as "Attachment A."

If during the term of employ with the Town of Alden, any Town Representative becomes aware of any potential conflict of interest, said Town Representative must immediately file the Transactional Statement of Disclosure with the Town Clerk, below as "Attachment B."

**ATTACHMENT A
ANNUAL STATEMENT OF DISCLOSURE
FOR EMPLOYEES OF THE TOWN OF ALDEN
FOR CALENDAR YEAR 20__**

NAME: _____

ADDRESS: _____

EMAIL: _____ SPOUSE'S NAME: _____
(If applicable)

CELL PHONE#: _____ HOME#: _____

DATE OF HIRE/APPOINTMENT/ELECTION: _____

The purpose of this "Annual Disclosure" is to identify potential conflicts of interest before such conflicts occur. In answering the questions below, the following definitions are critical:

- A. Interest, as used in this Disclosure, is defined as follows:
1. Providing goods, influence, investment, property or service(s) to any person, business or entity for which compensation or benefit is expected or received, and
 2. Holding ownership, title or right, alone or with others, to a property, within the Town or bordering the Town.
- B. Contract, as used in this Disclosure, shall be defined in accordance with Standard English usage.

Please answer the following questions and then sign your name.

1. Do you, your spouse or dependents have an interest in any business or entity doing business with the Town currently or within the past twelve (12) months?

Yes _____ No _____

2. Do you, your spouse or dependents have an interest in any contract made or executed by the Town within the past twelve (12) months?

Yes _____ No _____

3. Do you receive any benefits, compensation, or other consideration that are derived directly or indirectly from your employment or association with the Town of Alden other than your remuneration from the Town for the services you provide?

Yes _____ No _____

If you answered yes to any of the above questions, please attach your own description of the nature, source and amount of such benefits, compensation and other considerations.

4. During the current year, if there are any changes in your answers to items 1, 2, or 3 above, you must file an amended "Annual Disclosure" with the Town Clerk within thirty (30) days of such change.

I hereby certify that the information I have provided in this annual disclosure is true, correct, and complete. I have reviewed the current Code of Ethics for the Town of Alden.

Date: _____

Signature

Print Name

ATTACHMENT B
TOWN OF ALDEN CODE OF ETHICS
TRANSACTIONAL STATEMENT OF DISCLOSURE
(only fill out this form if you have a potential conflict to disclose)

NAME: _____

ADDRESS: _____

POSITION: _____

MATTER TO BE DISCLOSED: _____

REASON FOR DISCLOSURE: _____

DO YOU PLAN TO RECUSE YOURSELF DUE TO THIS DISCLOSURE?

Yes _____

No _____

IF NO, PLEASE STATE THE REASON(S):

Date: _____

Signature

Print Name

SECTION 27: SEPARABILITY:

Each separate provision of this Local Law shall be deemed independent of all other provisions herein and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

SECTION 28: REPEALER:

This Local Law shall supersede and replace in their entirety Chapter 27 Ethics enacted through Local Law # 2-1972 and all others previously enacted Ordinance, Rule and Regulation of the Town of Alden, and they shall be upon the effectiveness of this Local Law, null and void.

SECTION 30: EFFECTIVE DATE:

This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.