BOARD MEETING NO.22 TOWN BOARD MEETING Monday, October 19, 2026
REGULAR NO. 19 TOWN OF ALDEN 6:00 PM

The Town Board Meeting of the Alden Town Board was held at 3311 Wende Road, Alden, N.Y. on Monday, October 19 at 6:00 P.M. Supervisor Pautler called the Meeting to Order and Councilmember Bork led the Pledge of Allegiance.

The Roll Call was taken by Alyssa Cooper, who is the Town Clerk.

PRESENT: Randy Crist, Councilmember
Gwendolyn Bork, Councilmember
Colleen Pautler, Supervisor
Mark Drogi, Councilmember
Mark Kerl, Councilmember

Town Clerk: Alyssa Cooper

OTHERS PRESENT: Highway Superintendent Bill Rogers, Town Engineer Mike Metzger. Residents : Charles Holcomb, Kevin Martin, Ron Rebmann, Charles Tripp, Joseph Czechowski, Carol Rice, Jack Rice, John Safarowicz.

Motion to approve Minutes of the Borad Meeting of October 5, 2026, was made by Councilman Crist, with the correction of the budget saying preliminary budget, correction needs to me made to say tentative budget, seconded by Councilman Kerl.

The forgoing Motion was duly put to a Roll Call vote, October 19, 2026, and was:
CARRIED
Ayes: 5(Crist, Bork, Drogi, Pautler, Kerl)
Nays: 0

Oct-26

THE FOLLOWING RESOLUTION WAS OFFERED BY Councilmember Bork , SECOND BY Councilmember Crist , WHO MOVED THAT THE FOLLOWING VOUCHERS BE ALLOWED AND PAID TO WIT; VOUCHERS # [956] to # [1009]. ALL BILLS REVIEWED BY THE TOWN BOARD.

ACCOUNT	AMOUNT					
	10/5/2026	10/19/2026				TOTAL
GENERAL FUND "A"	$27,249.56	$14,934.14				$42,183.70
HIGHWAY FUND "DA/DB"	$23,980.73	$15,397.85				$39,378.58
PART-TOWN FUND "B"	$4,584.35	$993.59				$5,577.94
SR CTR EXPANSION/4 SEASON "HS"						$0.00
GRANTS "G"						$0.00
SPECIAL FIRE PROTECTION "SF"		$231.23				$231.23
SEWER INDUSTRIAL PARK "SI"						$0.00
SEWER DIST. #2 FUND "SA"	$34,026.76	$278.89				$34,305.65
TRUST & AGENCY "T"	$6,092.54	$3,651.61				$9,744.15
SPECIAL REFUSE FUND "SR"	$46,878.07	$50,105.06				$96,983.13
STREET LIGHTING FUND "SL"	$6,226.55	$5,855.20				$12,081.75
PERIWINKLE LTG. DIST."SL1"	$89.55	$74.45				$164.00
ZOELLER RD. WATER DIST."WZ"						$0.00
WATER DIST. NEWSTEAD "WO"						$0.00
CONS. WATER DIST "WR"						$0.00
WATER DIST. EXCHANGE "WX"						$0.00
CAYUGA CREEK WATER DIST "HY"	$332,147.25					$332,147.25
CAPITAL PROJECTS SALT BARN "HB"		$228,396.00				$228,396.00

WATER DIST. NO. 1 "WA"						**$0.00**
TOTAL	**$481,275.36**	**$319,918.02**	**$0.00**	**$0.00**	**$0.00**	**$801,193.38**

BUSINESS FROM THE FLOOR

Joseph Czechowski 18821 Sandridge Road- I am following up on the Trees on the property. I am concerned about a few trees in the cemetery, the cottonwoods specifically, the base of them looked to be rotting.

Highway Superintendent Rogers- Stated that a tree care specialist was out last fall checking on the trees and stated that the cotton wood trees were very alive but that they are a messy and dirty tree. Bill will set up a time with Joseph to examine the condition of the trees.

Charles Tripp 1194 Broadway- I am concerned with the property across the street from Boncliff and Virgina. It is very loud in the mornings and at all hours. It looks like a dump with all the stones and trucks in and out, what are they doing over there?

Supervisor Pautler- We must refer your concern over to our Building Department

John Safarowicz 108 Birch Creek- I work for the VA and everyone is asking about the Veteran Tax Exemption. Is there anything on the agenda for the Veterans Tax Exemption for Total and Permanent loss?

Supervisor Pautler- This topic will be on the agenda for next Monday's work session.

PRESENTATIONS OF COMMUNICATIONS FROM BOARD MEMBERS AND OTHER TOWN OFFICIALS

Supervisor Pautler- We received a resignation letter from the Court Clerk and the Judges monthly statement. Building Departments monthly report. A letter from a resident about a dangerous Cat. An email was received about the FLOCK Camara on Broadway, there is nothing we can do as this is a State-owned Road.

Councilmember Kerl- Nothing to report

Councilmember Drogi- Nothing to report

Town Clerk- Please add Alden Chamber of Commerce Christmas in the Park to the next work session.

Town Attorney Strong- Nothing to report

Councilmember Bork- Received an email about the FLOCK camara on Broadway as well.

Councilmember Crist- Received an email from Nathan at Rotella about the senior van and where it is stored. Also, received an email about the FLOCK camara on Broadway.

NEW BUSINESS

RESOLUTION TO CALL PUBLIC HEARING FOR 2027 BUDGET

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILMEMBER KERL, WHO MOVED ITS ADOPTION, SECONDED BY COUNCILMBER DROGI.

WHEREAS, the Budget Officer of the Town of Alden on September 30, 2026, duly filed the Tentative Budget of said Town (including special districts) for the fiscal year beginning January 1, 2027 with the Town Clerk of said Town; and

WHEREAS, the Town Clerk of the Town of Alden duly presented the Tentative Budget to the Town Board via email and by placing a copy in each board members mail box on October 1, 2026;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. That the Tentative Budget is hereby approved as and shall become the Preliminary Budget of the Town of Alden for the fiscal year beginning January 1, 2027;

2. That said Preliminary Budget shall be filed in the Office of the Town Clerk of the Town of Alden, 3311 Wende Road, Alden, New York 14004 and be made available by her to the public for inspection during regular business hours;

3. That a public hearing on the Preliminary Budget of the Town of Alden for the Year 2027, be held by the Alden Town Board at the Alden Town Hall, 3311 Wende Road, Alden, New York on November 2, 2026, at 6:05 P.M. Local Time;

4. That the necessary Notice of Public Hearing upon the Preliminary Budget, as required by Section 108 of the NYS Town Law be published in the Akron Bugle, the official newspaper of the Town of Alden, and be posted on the Town Bulletin Board, which Notice shall be in the form attached hereto and made a part hereof; and

5. This Resolution shall take effect immediately.

The adoption of the foregoing resolution was duly put to a roll call vote at a regular meeting on October 19, 2026, the results of which were as follows:

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

Motion to approve use of Town Hall Gym by Alden Youth Football and Cheerleading (10.19.26)

Motion to approve the request of Alden Youth Football and Cheerleading to use the Town Hall Gym for cheerleading practice on Saturdays October 17, 25, 31 and November 7, 2026 as per the application submitted to the Town of Alden.

Alden Youth Football and Cheerleading must submit proof of insurance to the Town Clerk, naming the Town of Alden as an additional insured before using the Town Hall Gym.

Alden Youth Football and Cheerleading must remove all of its equipment and clean out the Town Hall Gym promptly after November 13, 2026.

Alden Youth Football and Cheerleading is responsible for repairing any damage to the Town Gym caused by its activities.

Alden Youth Football and Cheerleading will ensure that no persons are running or playing in the Town Hall hallways.

All participants (players, and coaches) must sign Waivers, to be filed with the Recreation Director, prior to participating in any practices.

1st Councilmember Drogi

2nd Councilmember Pautler

Councilperson Crist:	Aye
Councilperson Bork:	Aye
Supervisor Pautler:	Aye
Councilperson Drogi:	Aye
Councilperson Kerl:	Aye

Motion to Set Town of Alden Trick or Treat Hours (10.19.26)

Motion to set Trick or Treat Hours in the Town of Alden from 6.00 PM through 8.00 PM on Saturday October 31, 2026.

1st: Councilmember Pautler

2nd: Councilmember Bork

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

RESOLUTION WAIVING CONFLICT OF INTEREST

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILMEMBER BORK, WHO MOVED ITS ADOPTION, SECONDED BY COUNCILMEMBER CRIST.

WHEREAS, Jennifer Strong serves as the appointed attorney for the Town of Lancaster and the Town of Alden; and

WHEREAS, Jennifer Strong will represent both the Town of Lancaster and the Town of Alden in the Intermunicipal Agreement regarding the Town Line Water Project; and

WHEREAS, Jennifer Strong has confirmed that her dual role will not conflict with her independent professional judgment or her ability to provide objective legal counsel to both Towns; and

WHEREAS, Jennifer Strong has requested a similar conflict waiver from the Town Board of the Town of Lancaster to ensure full disclosure and mutual consent between both municipalities.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS THAT:

1. **That the Town hereby acknowledges the dual role of Jennifer Strong as Town Attorney for both municipalities and hereby agrees to waive any potential conflict of interest arising solely from her representation and handling of the Town Line Water Project Agreement for both Towns; and**

2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on October 19, 2026. The results of which were as follows:

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

October 19, 2026

RESOLUTION TO CORRECT TERM LENGTH OF ZONING BOARD OF APPEALS MEMBERS

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILMEMBER CRIST, WHO MOVED ITS ADOPTION, SECONDED BY COUNCILMEMBER KERL.

WHEREAS, Town of Alden Zoning Board Of Appeals ("ZBA") members are appointed for five years terms;

WHEREAS, on January 4, 2021, as corrected on February 5, 2024 ; the Town Board appointed Jeff Kurek to the ZBA for a five year term to expire on December 31, 2025;

WHEREAS, on January 4, 2024; the Town Board appointed Suzanne Galbraith to the ZBA for a five year term, to expire on December 31, 2028; and

WHEREAS, on January 5, 2026; the Town Board appointed Suzanne Galbraith to the ZBA for a duplicative five year term, to expire on December 31, 2030; and

WHEREAS, Jeff Kurek has actively participated in ZBA hearings in 2026; and

WHEREAS, the errors in the ZBA appointments need to be corrected.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS THAT

1. The Alden Town Board hereby confirms the appointment of Jeff Kurek to the ZBA as of as of January 5, 2026 until December 31, 2030; and
2. The Alden Town Board hereby confirms the appointment of Susanne Galbraith to the ZBA for the term of January, 4, 2024 until December 31, 2028; and
3. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on October 19, 2026. The results of which were as follows:

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

Resolution to Approve an Agreement with Mercy Flight Inc. d/b/a Mercy Flight EMS for the provision of professional emergency ambulance service

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILMEMBER DROGI WHO MOVED ITS ADOPTION, SECONDED BY SUPERVISOR PAUTLER.

WHEREAS, the Alden Town Board has determined that it is in the best interests of the residents of the Town of Alden to enter into an Agreement with Mercy Flight Inc. d/b/a Mercy Flight EMS for the provision of professional emergency ambulance service within the Town of Alden; and

WHEREAS, the proposed Agreement will run from December 1, 2026 until December 31, 2031.

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

1. **The Town Supervisor be and hereby is authorized and directed to execute an Agreement with Mercy Flight Inc. d/b/a Mercy Flight EMS for the provision of professional emergency ambulance service within the Town of Alden, a copy of which is on file in the office of the Town Clerk, on the terms and conditions contained in said Agreement; and**

2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on October 19, 2026. The results of which were as follows:

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

AGREEMENT

This **AGREEMENT**, is made between **MERCY FLIGHT INC. DBA MERCY FLIGHT EMS**, a not-for-profit corporation of the State of New York with its principal office at 100 Amherst Villa Rd., Buffalo, New York 14225 (hereinafter referred to as "MERCY") and the **TOWN OF ALDEN**, a municipal corporation of the State of New York with its principal office at 3311 Wende Rd, Alden, New York, 14004, (hereinafter referred to as the "TOWN").

GENERAL PROVISIONS

1. **Statement of Purpose.** The parties hereto mutually agree that the purpose of this AGREEMENT is to effectuate and to encourage the furnishing of modern, expeditious and reliable professional emergency ambulance service that is reasonably possible at a reasonable cost for persons in need of ambulance services within the areas of the aforesaid TOWN.

2. **Consideration.** In consideration of the compensation as set forth hereinafter in Section 16, MERCY agrees to provide ambulance services as set forth in this AGREEMENT to TOWN.

3. **Representations of MERCY.** MERCY hereby represents that it possesses the equipment, personnel and expertise to execute the terms and conditions of this AGREEMENT. MERCY, therefore, hereby agrees to provide the necessary technical expertise and equipment to reasonably provide for the emergency ambulance service needs of TOWN throughout the Term of this AGREEMENT.

4. **Representations of TOWN.** TOWN hereby represents that the execution and delivery of this AGREEMENT and the performance of such party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal AGREEMENT binding on such party and enforceable in accordance with its terms.

SPECIFICATIONS

5. **Authorization Certificate.**

a. MERCY shall, during the Term of AGREEMENT, provide Advanced Life Support (ALS) services including general and emergency ambulance service to residents of TOWN and to residents of the Village of Alden to the reasonable satisfaction of TOWN, which shall conform in all material respects to, or exceed, Article 30 of the New York State Public Health Law and Emergency Medical Services Code, 10 NYCRR Part 800. MERCY will conduct its operations under the authority conferred upon TOWN by means of the Town's Certificate of Need obtained pursuant to Public Health Law § 3008. To the fullest extent permissible by law, all operational responsibility and authority for providing such services shall be contractually assigned and delegated by TOWN to

MERCY. MERCY will be responsible for maintaining, equipping and insuring an ambulance and for providing sufficient and properly trained (including continuing education) personnel for the provision of such ALS ambulance service and shall comply with the lawful mandates of the State of New York Department of Health and the applicable Regional EMS Council for the operation of such ambulance service.

b. On behalf of TOWN, MERCY will seek revenue recovery from persons utilizing the ambulance service through patient billing and revenue recovery procedures in conformance with general practice and industry standards as more fully set forth in Sections 7 and 8 below.

6. TOWN's Obligations.

The TOWN hereby authorizes MERCY, pursuant to State Comptroller Opinion 91-20 and the authority contained in General Municipal Law section 122-b-2, to impose the fees or charges set forth on Schedule A, or as the same may be hereafter amended from time to time by the TOWN upon recommendation of MERCY. Such fees or charges may be billed directly to the user's insurance carrier, in such instances that the user's insurance contract so provides for such direct payment so long as a copy of said bill is also sent to the user. MERCY shall keep proper records and accounts of all monies so received. Nothing herein shall be construed to prevent MERCY from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expense.

a. TOWN will maintain throughout the period of this AGREEMENT an Operating Certificate pursuant to Public Health Law § 3008. To the fullest extent permitted by law, TOWN assigns and delegates to MERCY the authority and responsibility necessary to provide general and emergency ambulance and advance life support services.

b. TOWN will enact such lawful resolutions and execute such documents as may be necessary to effect the intent and purposes of this AGREEMENT.

c. TOWN will direct Lancaster Dispatch that all calls for emergency medical assistance originating in TOWN's operating territory be dispatched to MERCY and to such other emergency medical services providers as existing or revised dispatch protocols dictate.

d. For the duration of this AGREEMENT, TOWN, as the statutorily authorized provider of ambulance and emergency medical services, authorizes the collection of revenue recovery from the users of the services provided pursuant to this AGREEMENT, as well as from such users' insurers, guarantors, and legally responsible representatives.

e. Upon the recommendation of MERCY as to amount and rate of fees and charges that are usual and customary for the services provided, TOWN consents to the schedule of fees and charges attached as Schedule A. Such schedule of fees and charges may be amended from time to time as warranted and as authorized by MERCY with notice to the TOWN. Such schedule of fees and charges is annexed hereto and made a part hereof as

Schedule "A". MERCY will inform TOWN of any additional charges or rate adjustments and shall revise Schedule "A" to reflect same.

f. As additional consideration for this AGREEMENT, TOWN delegates and assigns to MERCY all of TOWN's authority, rights, and responsibilities to pursue revenue recovery from those persons and entities lawfully responsible for the payment of charges for ambulance and emergency medical services (including BLS and ALS charges of every sort), provided in TOWN's operating territory under TOWN's operating authority, and the right to receive all such revenues collected thereby.

7. Revenue Recovery

a. TOWN will retain and utilize the services of a competent ambulance billing vendor to pursue revenue recovery as provided for under this AGREEMENT. All expenses incurred for billing vendor services will be properly chargeable against revenue received or paid directly by MERCY. The scope of services to be provided by such billing vendor together with fees and charges for the provision of such services will be set forth in an ancillary agreement between TOWN and the billing vendor. To the extent required by law, MERCY will be deemed to be either a party or third-party beneficiary of such ancillary billing vendor agreement, as the case may be, with the understanding that MERCY has been assigned, delegated, and is vested with the full rights and authority of TOWN to receive revenue recovery on behalf of and in the place and stead of TOWN as additional consideration pursuant to this AGREEMENT. All revenue collected by the ambulance billing vendor will be deposited in a federally insured bank account pending transmittal from TOWN to MERCY. Pursuant to the terms of the ancillary billing vendor agreement TOWN, MERCY, and billing vendor will implement procedures and policies for the administration, transmittal, and disbursement of revenue recovery funds. All efforts initiated (including notices, invoices, statements, etc.) at revenue recovery and all funds received by billing vendor through revenue recovery for MERCY's services provided pursuant to this AGREEMENT shall be kept discrete and readily identifiable as generated by such.

b. On behalf of TOWN as the authorized provider and MERCY as the contracted ALS and transporting agency, TOWN or its designated billing vendor, will bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates for the provision of ambulance services and where applicable, for Advanced Life Support (ALS) emergency medical services. Bills for services will only be submitted to patients transported to or from a health care or health related facility or, for other or additional billable services as may be permitted by law.

c. All net proceeds from revenue recovery after deduction of expenses will be deemed to be additional consideration pursuant to this AGREEMENT due and owing to MERCY by TOWN. Such proceeds will be remitted directly to MERCY by TOWN with appropriate documentation and accounting as deemed necessary and pursuant to an ancillary agreement between the billing vendor, TOWN, and MERCY. TOWN and its billing vendor will establish procedures whereby revenues are properly accounted for and expeditiously remitted from billing vendor to TOWN and then to MERCY.

d. To the extent TOWN or MERCY may require additional reporting, accounting, or documentation of revenue recovery efforts or the receipt or transmittal funds in addition to those listed in Paragraph 8 below, TOWN agrees to secure such additional information from billing vendor in a timely fashion and provide same to MERCY.

8. Audit and Financial Control

a. On A Monthly Basis:

i. The billing vendor will provide TOWN and MERCY with a statement of the gross amount received through revenue recovery during the preceding calendar month.

ii. The billing vendor will provide TOWN and MERCY with a statement of monthly charges incurred and accrued for revenue recovery efforts during the preceding calendar month. MERCY will be responsible for reviewing the statement and be responsible for payment of such charges properly due and owing to billing vendor.

b. On A Quarterly Basis:

i. The billing vendor will provide TOWN with reports evidencing the number of calls generating bills, amounts billed, revenue received, accounts deemed uncollectible and such other non-privileged financial information as TOWN may require.

The reports and documentation required on a monthly and quarterly basis will be provided to TOWN and MERCY in a format approved by both. Nothing herein shall require MERCY to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation. The billing vendor will provide such other and additional reports as may be required by MERCY for its operations.

c. On An Annual Basis:

i. MERCY will have an audit of its financial status and revenue recovery operations performed by a certified public accountant and a copy of such audit shall be provided to TOWN at TOWN's request.

TOWN will implement procedures and provide for the orderly administration and review of revenue and reports generated from the ambulance and EMS revenue recovery process. The policies and procedures implemented by TOWN shall be neither unreasonably burdensome to MERCY nor restrict the availability of account funds to MERCY. Donations made to MERCY shall not be considered revenue for purposes of this paragraph.

9. **Scope of Services**

a. **Emergency Ambulance Service.** MERCY shall furnish prompt and efficient emergency ambulance service for calls for sick or injured persons of TOWN. "Emergency ambulance service", when used in this AGREEMENT, shall include the transport of sick, disabled or injured persons to hospitals and the provision of initial emergency medical assistance to such persons. All such services shall be provided in accordance with all laws, ordinances, rules and regulations applicable thereto, including the New York State Emergency Medical Services Code, the protocols as they exist or as they may be established by the applicable Regional Emergency Medical Services Council (REMSCO), the Regional EMS Medical Director, or other applicable protocols.

i. **Advanced Life Support Service.**

1. MERCY advanced life support units shall be staffed by a minimum of (1) one person certified at the New York State paramedic level and (1) person with Emergency Vehicle Operations Course (EVOC) training. Responding MERCY advanced life support personnel shall be cleared by the Education Department of MERCY and shall be completely authorized to provide ALS service in the applicable REMSCO.

b. **Emergency, Fire Scene, or other Stand-by Service.** MERCY will provide stand-by services at emergency scenes and work with TOWN and incident commanders. Such service shall include the continued availability at the scene of at least one (1) ambulance capable of providing services until released by the highest-ranking officer at the scene.

i. MERCY shall operate within the Incident Command System (ICS) and/ or Incident Management System adopted by TOWN; Fire Protection District; and/or Volunteer Fire Company, if applicable. MERCY transport units shall fall under the command of the appropriate incident commander while responding to and operating at any event.

ii. MERCY will work with the event promoter for other stand-by events to negotiate payment of services.

c. **Records.** MERCY shall maintain appropriate records, reasonably satisfactory to TOWN, consisting of complete details regarding all emergency ambulance service calls under this AGREEMENT, including the time of receipt of the call, type of call, the scene of the emergency, the at-scene time or the time of cancellation of the request, time of departure from the scene and time of arrival at the hospital, and the disposition of the call, services rendered and billing to any party for said call. Such records shall be available for inspection by TOWN on request, subject to patient confidentiality limits prescribed in Section 800.15 of the New York State Emergency Medical Services Code and other applicable laws.

10. **Vehicles and Equipment.**

a. All ambulances of MERCY are certified by the NYS Department of Health Bureau of Emergency Medical Services. In addition, all vehicles are compliant with Article 30 of the New York State Public Health Law and the New York Emergency Medical Services Code, 10 NYCRR Part 800. MERCY shall ensure all ambulances which are utilized to transport patients are certified.

b. MERCY shall maintain liability insurance in the amount of at least $1,000,000.00 per person and $3,000,000.00 in the aggregate for bodily injury, with $5,000,000.00 of umbrella coverage for each occurrence. MERCY shall obtain a medical professional liability policy with $1,000,000.00 /$2,000,000.00 limits. MERCY shall maintain vehicle liability insurance with a policy limit of $1,000,000.00 for the ambulance stationed in the Town/Village of Alden. TOWN shall be named as additional insureds upon the execution of this AGREEMENT. At no time shall MERCY allow a lapse in liability insurance during the terms of this AGREEMENT.

c. MERCY shall ensure the availability and functionality of all equipment required for patient care, support of emergency medical service operations, or any other reasonably anticipated patient needs.

d. MERCY shall ensure that its entire emergency medical service vehicle fleet utilized for the provision of services to TOWN meets the New York State Department of Motor Vehicles safety inspection and registration requirements.

e. MERCY shall maintain and have available all New York State Department of Health and locally mandated equipment, supplies and medicines on each transporting ambulance and each ALS first response vehicle.

f. All MERCY vehicles in the provision of services under this contract shall meet the requirements of all applicable laws, regulations and the TOWN'S Ambulance Certificate.

g. Subject to change as its business needs may dictate, MERCY shall provide the services described herein from:

i. 12800 West Main St., Alden, NY 14004

h. MERCY's vehicle fleet as it pertains to the services described herein shall consist of one (1) in-service ambulance for dedicated service to TOWN. Notwithstanding 10 (g) above, this fleet will be housed within and operated from physical locations within the TOWN for the duration of the contract.

11. **Personnel.**

a. MERCY shall have a sufficient number of trained personnel to perform the services pursuant to this AGREEMENT on a twenty-four (24) hour basis. All employees must meet all applicable professional qualifications as prescribed by the State during the term of this AGREEMENT.

b. MERCY shall have a formal process for orientation of new employees to the applicable policies and procedures of the company and to the applicable provisions of the AGREEMENT for service with TOWN.

c. MERCY shall have a formal process for continuing education, remedial instruction, and in-service training of employees including training and re-certifications for the appropriate level of hazardous materials response.

d. MERCY, upon request of TOWN, shall make available a list of current employees providing services to TOWN and their medical certification number.

e. MERCY shall participate in the REMAC Quality Assurance/ Quality Improvement Program and shall have and maintain their own program.

f. It is hereby mutually covenanted and agreed that the relation of MERCY to the services and work performed by it under this Agreement shall be that of an independent contractor. The TOWN shall not supervise or control the method or manner of providing emergency ambulance services hereunder.

g. MERCY will fully cooperate with TOWN'S Certificate of Need Renewal applications.

12. **Response Time Standards.** MERCY shall ensure that maximum response time for EMS units under this AGREEMENT shall not be greater than time limits defined below for 90% of all responses in TOWN.

a. Priority 1: 15 Minutes
Priority 2: 20 Minutes
Priority 3: 25 Minutes

b. All response times shall be measured or calculated as the time elapsed between (1) the time at which a request for service is received by MERCY from the Lancaster Dispatch and (2) the time at which MERCY's ambulance arrives at the scene of the incident. The 90% standard for responses shall apply to any given calendar month period. The aforesaid response times are based upon the understanding that MERCY is to provide one (1) 24-hour ALS ambulance for the coverage area related to

this AGREEMENT.

c. Exceptions to the above will include:

i. significant weather conditions/occurrences,

ii. unforeseen or unreported road closures or other traffic impediments, and

iii. situations where units under this AGREEMENT are already assigned to other requests from within TOWN.

d. In the instance where the minimum of one (1) 24-hour ALS ambulance vehicle dedicated for the coverage area related to this AGREEMENT is already assigned to other requests from within TOWN as indicated above in 12 (c) (iii), MERCY shall make every reasonable effort to provide a backfill unit when one is available from its other regions of operation.

e. A request for service involving an advanced life support incident shall take precedence over all requests for service involving basic life support incidents.

f. MERCY shall provide to TOWN on a monthly basis a report summarizing MERCY's response time performance for the preceding period. Such report shall be submitted within fifteen (15) calendar days after the end of the previous month.

13. <u>Dispatch and Notification.</u>

a. TOWN and MERCY shall work together to ensure all requests for service are received by MERCY from Lancaster Dispatch via station data terminal or telephone as the situation dictates.

b. MERCY shall have and maintain appropriate communications equipment in all its ambulances, in all dispatching stations and elsewhere as may be necessary to perform the services described in this AGREEMENT. At a minimum, MERCY shall have and maintain the following communication capabilities:

i. direct telephone communication to the County Emergency Communications Department; Lancaster Dispatch; Townline Volunteer Fire Company; Alden Hook and Ladder Fire Company; Millgrove Volunteer Fire Company and Crittenden Volunteer Fire Company.

ii. two-way radio communication on a special emergency radio service band having ninety-five percent (95%) transmit and receive coverage between the dispatching center and all ambulances or

equivalent equipment.

c. MERCY shall have and maintain the necessary redundancies in its communications system to ensure continuous communication capabilities.

d. MERCY shall offer data access to the 911 call center to allow for the real time querying of response vehicle locations.

e. The applicable emergency communications dispatcher will dispatch appropriate units in accordance with existing protocols and provide EMD determinants to MERCY in an accepted electronic format. EMD Response Determinants are generated utilizing an approved matrix that incorporates the patient's chief complaint and the information provided by the caller during the call. These do not indicate the severity of the situation, but rather which levels of emergency medical expertise are needed, and how rapidly they are needed.

14. Mutual Aid Agreements. MERCY must participate in mutual aid agreements with appropriate ambulance services.

TERMS AND RATES

15. Term of AGREEMENT.

a. This contract shall be for a term commencing December 1, 2026 and ending on December 31, 2031 (the "Term");

b. This AGREEMENT may be terminated:

i. at any time by mutual agreement between TOWN and MERCY;

ii. immediately and without notice in the event that MERCY no longer is licensed or authorized by the applicable governmental regulatory agencies to provide its services under this AGREEMENT; or

iii. by either party upon not less than ten (10) days prior written notice to the other party in the event:

(x) of a material breach of this AGREEMENT by the other party, and such breach is not remedied within thirty (30) days after receipt by the breaching party of written notice from the other party; or

(y) the enactment of any federal, state, or local law or

regulation or written interpretation of any law or regulation by a court or government agency materially affects the method or amount of reimbursement or any other material provision of this AGREEMENT.

16. Compensation.

a. TOWN agrees to pay MERCY, no later than the 30th day following the end of each month during the Term, a subsidy amount for each billable patient interaction (transport, treat and release, or lift assist) performed by MERCY as part of this AGREEMENT. For the period December 1, 2026 through December 31, 2027, this subsidy amount shall be $50 per each billable patient interaction. The subsidy amount for the remaining Term of this AGREEMENT shall be mutually agreed upon by both parties on an annual basis.

b. The spirit and intent of this AGREEMENT is for the parties to exchange all information and communications (including data) in a good faith effort to determine the quantity of billable patient interactions performed by MERCY.

c. Persons utilizing the services of MERCY shall be responsible for payment to MERCY on a fee-for-service basis.

ADDITIONAL LEGAL PROVISIONS

17. Indemnification.

a. MERCY hereby agrees to defend, indemnify and save harmless TOWN against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which TOWN may directly or indirectly incur, or be required to pay by reason or in consequence of the negligent acts or omissions of MERCY, its agents, employees or contractors. If a claim or action is made or brought against TOWN and for which MERCY may be responsible hereunder in whole or in part, MERCY shall be notified and shall handle or participate in the defense of such matter.

b. TOWN hereby agrees to defend, indemnify and save harmless MERCY against any and all liability, loss, damage, suit, charge, attorneys fees and expenses of whatever kind or nature which MERCY may directly or indirectly incur, or be required to pay by reason or in consequence of the negligent act or omission of TOWN, its agents, employees or contractors. If a claim or action is made or brought against MERCY for which TOWN may be responsible hereunder in whole or in part, then TOWN shall be notified and shall handle or participate in the defense of such matter.

18. Non-Discrimination. The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, 503 and 504 of the Rehabilitation Act of 1973, and all

requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these acts. The parties shall not discriminate or otherwise violate any federal, state or local anti-discrimination law or regulation in the performance of services under this AGREEMENT.

19. Excluded Provider.

a. TOWN represents that to their actual knowledge, TOWN has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should TOWN obtain actual knowledge that would invalidate the representations contained herein, TOWN shall immediately notify MERCY after obtaining such knowledge and/or notice that they are an excluded provider.

b. MERCY represents that it has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should MERCY obtain actual knowledge that would invalidate the representations contained herein, MERCY shall immediately notify TOWN after it receives notice that it is an excluded provider. For purposes of this section, the term "excluded provider" shall mean MERCY's parent, principals, shareholders, directors and officers (including subcontractors and employees).

20. Access to Books and Records. To the extent the value of services furnished under this AGREEMENT, or a subcontract of this AGREEMENT, exceed $10,000 over a 12-month period, each party will make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this AGREEMENT and such books, documents and records that are necessary to certify the nature and extent of costs incurred by such party under this AGREEMENT for a period of four years after the furnishing of services. Each party agrees to notify the other party within 3 days of the nature and scope of any request for access and to provide, or make available copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

21. Independent Contractor Relationship. It is mutually understood and agreed that in the performance of duties and obligations of the parties to this AGREEMENT, each party is a separate and independent contractor. Neither party is the principal agent nor shall be a representative of the other and neither has any direct control over the manner in which the other performs its services and functions.

22. Confidentiality of Proprietary Information. TOWN acknowledges that in the course of performing this AGREEMENT, they will become aware of information concerning MERCY's operations, business practices, customer practices, software systems, programs, pricing policies, customers and clients which MERCY deems confidential. TOWN agrees that TOWN and its employees, agents, successors and

assigns shall not disclose such information to any person without the written consent of MERCY except for TOWN's internal use as reasonably necessary to perform this AGREEMENT or in accordance with TOWN's obligations under the Freedom of Information Law ("FOIL"). TOWN also agrees that only those agents and employees of TOWN who have a need to know any such information to perform their duties in connection with this AGREEMENT will be provided with such information, and then only with those portions of such information as are reasonably necessary to the performance of their jobs. Further, TOWN agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities except in accordance with TOWN's obligations under the Freedom of Information Law. MERCY acknowledges that Freedom of information Laws may require TOWN to disclose some information to third parties. As soon as practicable, TOWN will inform MERCY if such a request is made as well as the date of the anticipated response to such request, if any, which will provide MERCY with sufficient time to assert any objections to the FOIL response.

23. Confidentiality. TOWN ensures that Protected Health Information shall be kept confidential and shall not be disclosed except as required by law. TOWN will be required to sign a Business Associate Agreement related to Protected Health Information.

24. Entire Agreement; Amendment; Governing Law; Counterparts. This AGREEMENT may not be amended except by a written instrument signed by all parties. This AGREEMENT will be governed by the laws of the State of New York. Further, this AGREEMENT constitutes the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior or contemporaneous agreements and understandings respecting the subject matter, whether written or oral. This AGREEMENT may be executed in counterparts. Facsimile or other electronic copies of signed documents shall be deemed to be original signed documents for all purposes hereunder.

25. Assignment/ Notices/ Severability/ Waivers. Neither party may assign this AGREEMENT without the prior written consent of the other party. All notices, requests, demands and any other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if sent by (i) a nationally recognized overnight courier service or (ii) certified mail, postage prepaid, to the parties at the addresses stated above, or any other addresses designated by the parties. If any provision of this AGREEMENT is found to be invalid or unenforceable, such provision shall be deemed stricken from this AGREEMENT and the remainder of this AGREEMENT shall retain full force and effect. The parties shall negotiate in good faith to amend the AGREEMENT to replace any provision deemed to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes the original objectives of the parties. One or more waivers by either party of a breach of this AGREEMENT by the other party shall not be construed as a waiver of other breaches of this AGREEMENT.

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To TOWN: **Town Supervisor**
3311 Wende Road
Alden, New York 14004

To MERCY: **Mercy Flight Inc.**
Attn: Executive Vice President
100 Amherst Villa Rd.
Buffalo, NY 14225

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

MERCY FLIGHT INC Date: _____ By: _____
DBA MERCY FLIGHT EMS Scott Wooton, Executive Vice President

TOWN OF ALDEN Date: _____ By: _____
Colleen M. Pautler, Supervisor

Schedule A

RATES FOR SERVICES RENDERED
Effective July 1, 2026

ALS I BASE RATE (ALS Assessment or ALS intervention)	$ 4,210.00
ALS II Base Rate (Administer at least 3 ALS II meds by intravenous push bolus or by continuous infusion or one or more of following: defibrillation, cardioversion, endotracheal intubation, CVP line, cardiac pacing chest decompression, surgical airway or Interosseous (IO).	$ 4,965.00
BLS BASE RATE	$ 3,205.00
ALS INTERCEPT	$ 3,515.00
SPECIALTY CARE TRANSPORT	$ 5,700.00
SPECIALTY CARE TRANSPORT II (Specialty Care Transport involving any combination of Intra-Aortic Balloon Pump, Ventricular Assist/Support Device [i.e. Impella] or extracorporeal membrane oxygenation [ECMO])	$ 9,780.00
MILEAGE (LOADED MILE)	$ 69.50
LIFT ASSIST	$ 200.00
TREAT AND RELEASE	$ 895.00

Rates as outlined above are subject to change at the discretion of MERCY to the extent necessary to meet business needs.

Resolution to Approve a Financial Hardship Policy and Application with Mercy Flight Inc. d/b/a Mercy Flight EMS

THE FOLLOWING RESOLUTION WAS OFFERED BY COUNCILMEMBER KERL, WHO MOVED ITS ADOPTION, SECONDED BY COUNCILMEMBER DROGI.

WHEREAS, the Alden Town Board would like to establish a Financial Hardship Policy and Application with Mercy Flight Inc. d/b/a Mercy Flight EMS to assist eligible Alden residents in need of emergency ambulance services through Mercy Flight EMS;

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

1. **The Alden Town Board hereby adopts the attached Financial Hardship Policy as set forth in the attached Mercy Flight, Inc. d/b/a Mercy Flight of WNY Charity Care Application; Analysis of Applicant's Ability to Pay; and Schedule A (Fee Schedule); and**

2. This resolution shall take effect immediately.

The foregoing Resolution was duly put to a roll call vote at a regular meeting on October 19, 2026. The results of which were as follows:

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

MERCY FLIGHT, INC. d/b/a
MERCY FLIGHT OF WNY
Charity Care Application

The Mercy Flight Charity Care Program helps people who are unable to pay all of their medical bills related to Mercy Flight services. You may qualify for a discount through the Charity Care Program if:

- You do not have health insurance
- Your health insurance does not cover all of the medical care
- You are not eligible for Medicaid or some other type of insurance
- You meet the financial criteria

If you have any questions about completing this form, please call (716) 626-4100 Ext 1312 or email charitycare@mercyflight.org. (Please include a copy of your invoice)

Patient Name: _____
Date of Birth: _____
Responsible Party (and/or Spouse) Name: _____
Date of Mercy Flight Service: _____
Run #: _____
Invoice total (if invoice not provided): _____

Email Address: _____
Patient Address: _____
_____
_____
Primary Phone #: _____

When applying, please include **PROOF OF INCOME.**

- **A copy of the most recent filed Income Tax Return – Form 1040**
- **Social Security 1099 (If applicable)**
- **And/or a formal statement of monthly or annual benefits if taxes are not filed.**
- ***If the patient is claimed as a dependent on someone's tax return, please include that 1040 form as well.***

Any proof of income will help us determine eligibility.

Employer: _____
Salary: $_____Per Week
Number of People in the household: _____

Spouse's Employer: _____
Salary: $_____Per Week

Other income including Child Support Payments: $_____per year (if applicable)

INSURANCE STATEMENT: (Please check all that apply, and attach copies of all notices)

1. Have you applied for Medicaid to cover these services? **Yes ☐ / No ☐**
   If no, please explain the reason: _____
   _____
2. Have you been rejected by Medicaid? **Yes ☐ / No ☐**
   If yes, please provide reason for rejection & include a copy of the letter: _____
   _____
3. Have you received an approval from Medicaid? **Yes ☐ / No ☐**
   If yes, what is the monthly spend down? $_____
4. Have you received a denial from other insurance (not Medicaid) for these services? **Yes ☐ / No ☐**
   If yes, please include a copy of the denial.

I understand that the information that I provide to Mercy Flight is confidential and will be used to determine my eligibility for uncompensated services under the Charity Care guidelines established by Mercy Flight. If any information that has been given proves to be untrue, I understand that Mercy Flight may re-evaluate my financial status and take whatever action becomes appropriate.

Completed by: _____
Relationship: _____

Signature of Responsible Party: _____
Date: _____

Signed and completed applications can be emailed to charitycare@mercyflight.org along with all supporting documentation or mailed to:

Mercy Flight, Inc
Finance Department – Attn: Charity Care Officer
Flying Tigers-Buffalo Airport
100 Amherst Villa Rd
Buffalo, NY 14225

MERCY FLIGHT, INC.
Analysis of Applicant's Ability To Pay

Patient:			**Dates of Service:**		
DOB:			**Run #:**		
Age:	126		**Ground/Air:**		
Household Size	1				
Related Children Under 18	0				

Total Income Line 22 from Form 1040 (Add non-taxable income also)	Poverty Threshold US Census 2025	Ratio of Income to Poverty	Income deficit/surplus
$0.00	15,440	0.00	-$15,440.00

Mercy Flight Guidelines

Based on 11% of ACPT of $9,000 or air (rounded to nearest 1,000)
Based on 11% of ACPT of $831.47 for ground (rounded to nearest 100)

Ratio of Income to Poverty	*Invoice reduction*	
1.0 or less	100%	Must pay minimum of $1,000 for air and $100.00 for ground
1.1 to 1.5	80%	
1.6 to 2.0	70%	
2.1 to 2.5	60%	
2.6 to 3.0	50%	
3.1 to 3.5	40%	
3.6 to 4.0	30%	
4.1 to 4.5	20%	
4.6 or more	0%	

0.000000	100%
1.000001	80%
1.500001	70%
2.000001	60%
2.500001	50%
3.000001	40%
3.500001	30%
4.000001	20%
4.500001	0%

Invoice Balance Amount	*Ratio of Income to Poverty*	*Invoice Reduction*	*Invoice Reduction $$*	*New Invoice Amt*	*Write-off to Charity Care*
$0.00	0.00	100%	$0.00	FALSE	$0.00

U.S. Census Bureau

Poverty Thresholds 2025

Poverty Thresholds for 2025 by Size of Family and Number of Related Children Under 18 Years

Size of family unit	Related children under 18 years								
	None	One	Two	Three	Four	Five	Six	Seven	Eight or more
One person (unrelated individual):									
Under 65 years	16,749								
65 years and over	15,440								
Two people:									
Householder under 65 years	21,558	22,190							
Householder 65 years and over	19,460	22,106							
Three people	25,183	25,913	25,938						
Four people	33,207	33,750	32,649	32,762					
Five people	40,045	40,628	39,384	38,421	37,833				
Six people	46,060	46,242	45,289	44,376	43,018	42,213			
Seven people	52,997	53,328	52,187	51,392	49,911	48,183	46,287		
Eight people	59,273	59,796	58,720	57,777	56,439	54,740	52,972	52,523	
Nine people or more	71,301	71,647	70,694	69,894	68,581	66,774	65,139	64,734	62,241

Source: U.S. Census Bureau, 2026.

https://www.census.gov/data/tables/time-series/demo/income-pove

Poverty Main
USCENSUSBUREAU

Schedule A

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MILEAGE (LOADED MILE)	$ 69.50
LIFT ASSIST	$ 200.00
TREAT AND RELEASE	$ 895.00

Rates as outlined above are subject to change at the discretion of MERCY to the extent necessary to meet business needs.

Motion to appoint ZBA Member (10.19.2026)

Motion to appoint Kara Wrazen as Member of the Town of Alden Zoning Board of Appeals for a term to expire on 12/31/2027, to fill a vacancy, effective as of 10/20/2026. Stipend as per Schedule of Salaries. Benefits as per Employee Handbook.

1st: Councilmember Pautler

2nd: Councilmember Bork

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

REPORTS OF COMMITTEE, OFFICALS AND PERSONAL-

Councilmember Kerl- The Code Enforcement Officer, is on vacation; everything is still moving forward in the Building Department. Nothing to report on for the Dogs. Please add Meals on Wheels to the next work session.

Councilmember Drogi- I am trying to set up a time with Blair from Waste Management about our garbage, please add to the next work session.

Town Clerk Cooper- Nothing to report

Town Attorney Strong- Please add review RFP at next work session

Councilmember Bork- Nothing to report

Councilmember Crist- Nothing to report

Town Engineer Metzger- Town Line Water District is out to Bid, Bids are due November 4. The information is published in the local paper and on websites. 23 companies have been contacted about this project. Cayuga Creek update, 16 out of the 19 homes are connected. We are working on getting the last 3 serviced and connected.

Highway Supervisor- We finished paying Gebhard. There is an abandoned mattress and couch, would the board be opposed to Highway picking it up and disposing of it. The board had no objections.

ANNOUNCEMENTS FROM THE SUPERVISOR: Please add Planning Board and Zoning Board to the next work session. I would like to call an executive session after the meeting for contract negotiations; I will need the board and Town Attorney present.

NOTICE OF MEETINGS

Work Session – Monday October 26, 2026- 6:00pm
Reg. Board Meeting – Monday November 2, 2026- 6:00pm

MEMORIAL REMEMBRANCE: James Donnelly, Mildred Metzger

Adjournment

Supervisor Pautler called for an executive session for contract negotiations, Councilmember Crist made a motion to leave the regular board meeting and enter executive session, Councilmember Bork seconded the motion.

Councilman Crist	Aye
Councilwoman Bork	Aye
Supervisor Pautler	Aye

Councilman Drogi	Aye
Councilman Kerl	Aye

At 7:28 Councilmember Bork moved and Councilmember Kerl seconded to leave the executive session with no action taken and return to the regular board meeting.

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

Supervisor Pautler Adjourned the regular board meeting at 7:29pm.