

**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 5, 2022**
- 4. APPROVAL OF VOUCHERS**
- 5. BUSINESS FROM THE FLOOR**
- 6. PRESENTATION OF COMMUNICATIONS FROM BOARD MEMBERS AND OTHER TOWN OFFICIALS**
- 7. NEW BUSINESS**
 - A. Motion to approve Park Use by AJFC per S/BS**
 - B. Resolution to authorize the Rental of Inflatable Entertainment Devices for the Town of Alden Bicentennial per S/BS**
 - C. Resolution authorizing Amendment to agreement with Alden State Bank per S/BS**
 - D. Resolution declaring SEQRA Negative Declaration and approving minor subdivision for Gary Schlabach at Cary Rd per S/BS**
- 8. UNFINISHED & TABLED BUSINESS**
- 9. REPORTS OF COMMITTEES, OFFICIALS AND PERSONNEL**
- 10. ANNOUNCEMENTS FROM THE SUPERVISOR**
- 11. NOTICE OF MEETINGS:**

WORK SESSION:	July 25, 2022	@ 7:00 PM
REG. BOARD MEETING:	August 1, 2022	@ 7:00 PM
SPECIAL WORK SESSION	August 5, 2022	@ 5:00 PM
- 12. MEMORIAL REMEMBRANCE:**
- 13. ADJOURNMENT**

Jul-22

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"	\$38,144.57		\$38,144.57
HIGHWAY FUND "DA/DB"	\$22,461.02		\$22,461.02
PART-TOWN FUND "B"	\$8,276.78		\$8,276.78
GRANT "G"			\$0.00
CONSOLIDATED WATER "WR"			\$0.00
SPECIAL FIRE PROTECTION "SF"			
SEWER DIST. #1 FUND "SI"			\$0.00
SEWER DIST. #2 FUND "SA"	\$524.96		\$524.96
TRUST & AGENCY "T"	\$123,697.40		\$123,697.40
SPECIAL REFUSE FUND "SR"	\$37,320.83		\$37,320.83
STREET LIGHTING FUND "SL"	\$4,159.75		\$4,159.75
PERIWINKLE LTG. DIST."SL1"	\$95.90		\$95.90
ZOELLER RD. WATER DIST."WZ"	\$4,068.00		\$4,068.00
WATER DIST. NEWSTEAD "WO"			\$0.00
WATER DIST. EXCHANGE "WX"	\$5,339.25		\$5,339.25
WATER DIST. NO. 1 "WA"			\$0.00
TOTAL	\$244,088.46		\$244,088.46

Account Table:

TOWN OF ALDEN

AP GL Distribution Report

Prepared By: CLERK 4

Alt. Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 1110					TOWN JUSTICES						
A.1110.0104					TOWN JUSTICES,CLERK						
20220548		00001		0000002778	BARRY, BRENDA	05072022	07/07/2022	07/07/2022	7	0.00	279.75
20220549		00001		0000002886	THEODORAKOS, MARGARET S. S	06082022	07/07/2022	07/07/2022	7	0.00	1,109.65
Total A.1110.0104										0.00	1,389.40
A.1110.0403					TOWN JUSTICES,CONTRACTUAL						
20220550		00001		0000002895	LEWIS, KIMBERLY J	04222022	07/07/2022	07/07/2022	7	0.00	106.10
Total A.1110.0403										0.00	106.10
A.1110.0404					TOWN JUSTICES,EXPENSE & TRAVEL						
20220567		00001		0000002895	LEWIS, KIMBERLY J	06272022	07/12/2022	07/12/2022	7	0.00	25.00
Total A.1110.0404										0.00	25.00
Total Dept 1110										0.00	1,520.50
Dept 1355					ASSESSOR						
A.1355.0455					ASSESSOR,TRAINING / EDUCATION						
20220589		00001		0000001762	ELMA PRESS	11031	07/14/2022	07/14/2022	7	0.00	110.00
Total A.1355.0455										0.00	110.00
Total Dept 1355										0.00	110.00
Dept 1620					BUILDINGS						
A.1620.0406					BUILDINGS,TELEPHONE						
20220557		00001		0000000653	VERIZON WIRELESS	9909582807	07/07/2022	07/07/2022	7	0.00	49.64
20220596		00001		0000002064	VERIZON	07142022	07/14/2022	07/14/2022	7	0.00	290.42
20220597		00001		0000002732	VERIZON BUSINESS	68135773	07/14/2022	07/14/2022	7	0.00	4.52
Total A.1620.0406										0.00	344.58
A.1620.0408					BUILDINGS,HEAT						
20220604		00001		0000000420	ERIE COUNTY COMPTROLLERS OFF	1800068028	07/14/2022	07/14/2022	7	0.00	234.45
Total A.1620.0408										0.00	234.45
A.1620.0439					BUILDINGS,JANTORIAL SUPPLIES						
20220599		00001		0000002489	W. B. MASON CO. INC.	230843339	07/14/2022	07/14/2022	7	0.00	56.96
Total A.1620.0439										0.00	56.96

TOWN OF ALDEN

Account Table:
 All: Sort Table:

AP GL Distribution Report

Prepared By: CLERK 4

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 1620					BUILDINGS						
A.1620.0439					BUILDINGS:JANITORIAL SUPPLIES						
Total										0.00	176.99
A.1620.0444					BUILDINGS:BUILDING MAINTENANCE						
20220585		00001		0000002001	RUSSELL'S TREE & SHRUB FARM	2-844458	07/12/2022	07/12/2022	7	0.00	163.13
20220588		00001		0000002889	THE TREE DOCTOR	07082022	07/12/2022	07/12/2022	7	0.00	340.12
Total A.1620.0444					BUILDINGS:BUILDING MAINTENANCE					0.00	340.12
Total Dept 1620					BUILDINGS					0.00	976.11
Dept 1670					CENTRAL MAILING						
A.1670.0403					CENTRAL MAILING:PRINTING & ADVERTISING						
20220598		00001		000000118	ALDEN ADVERTISER	2806	07/14/2022	07/14/2022	7	0.00	45.41
Total A.1670.0403					CENTRAL MAILING:PRINTING & ADVERTISING					0.00	45.41
Total Dept 1670					CENTRAL MAILING					0.00	45.41
Dept 1910					UNALLOCATED INSURANCE						
A.1910.0400					UNALLOCATED INSURANCE						
20220552		00001		0000002393	HAYLOR FREYER & COON INC.	809777	07/07/2022	07/07/2022	7	0.00	275.00
Total A.1910.0400					UNALLOCATED INSURANCE					0.00	275.00
Total Dept 1910					UNALLOCATED INSURANCE					0.00	275.00
Dept 3510					DOGS						
A.3510.0431					DOGS.GASOLINE & OIL						
20220575		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	117.91
Total A.3510.0431					DOGS.GASOLINE & OIL					0.00	117.91
Total Dept 3510					DOGS					0.00	117.91
Dept 5132					HIGHWAY GARAGE						
A.5132.0406					HIGHWAY GARAGE:TELEPHONE						
20220596		00001		0000002064	VERIZON	07142022	07/14/2022	07/14/2022	7	0.00	33.28
Total A.5132.0406					HIGHWAY GARAGE:TELEPHONE					0.00	33.28
A.5132.0408					HIGHWAY GARAGE:HEAT						

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 5132					HIGHWAY GARAGE						
A.5132.0408					HIGHWAY GARAGE HEAT						
20220604		00001		0000000420	ERIE COUNTY COMPTROLLERS OFF	1800068028	07/14/2022	07/14/2022	7	0.00	52.02
Total A.5132.0408										0.00	52.02
A.5132.0440					HIGHWAY GARAGE FIRE ALARM CENTRAL						
20220574		00001		0000002774	AMHERST ALARM, INC.		07/12/2022	07/12/2022	7	0.00	209.00
Total A.5132.0440										0.00	209.00
Total Dept 5132					HIGHWAY GARAGE FIRE ALARM CENTRAL					0.00	294.30
Dept 6772					PROGRAMS FOR AGING						
A.6772.0440					PROGRAMS FOR AGING RECREATION SUPPLIES						
20220555		00001		0000002318	TOPS FRIENDLY MARKETS		07/07/2022	07/07/2022	7	0.00	100.00
Total A.6772.0440										0.00	100.00
A.6772.0442					PROGRAMS FOR AGING SPECIAL PROGRAMS						
20220561		00001		0000002890	GADD, MICHELLE		07/11/2022	07/11/2022	7	0.00	33.99
Total A.6772.0442										0.00	33.99
A.6772.0444					PROGRAMS FOR AGING R&M FOR VAN						
20220575		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	968.89
Total A.6772.0444										0.00	968.89
Total Dept 6772					PROGRAMS FOR AGING R&M FOR VAN					0.00	1,102.88
Dept 7110					PROGRAMS FOR AGING						
A.7110.0413					PARKS						
20220580		00001		0000001429	EXCEL FENCE, INC.		07/12/2022	07/12/2022	7	0.00	2,448.00
20220586		00001		0000000315	TAYLOR RENTAL CENTER		07/12/2022	07/12/2022	7	0.00	85.47
20220603		00001		0000000235	MILLGROVE VOL FIRE DEPT		07/14/2022	07/14/2022	7	0.00	450.00
Total A.7110.0413										0.00	2,983.47
A.7110.0429					PARKS, REPAIRS & MAINTENANCE						
20220584		00001		0000001148	PIONEER MANUFACTURING CO.		07/12/2022	07/12/2022	7	0.00	101.75
Total A.7110.0429										0.00	101.75
Total A.7110.0429					PARKS, REPAIRS & MAINTENANCE					0.00	101.75

Account Table:

TOWN OF ALDEN

AP GL Distribution Report

Prepared By: CLERK 4

All Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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.7110.0431				PARKS.GASOLINE & OIL							
20220575		00001		000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	3,038.05
Total A.7110.0431				PARKS.GASOLINE & OIL						0.00	3,038.05
A.7110.0432				PARKS.AUTO PARTS & ACCESSORIES							
20220577		00001		0000001389	NAPA AUTO PARTS		07/12/2022	07/12/2022	7	0.00	754.72
Total A.7110.0432				PARKS.AUTO PARTS & ACCESSORIES						0.00	754.72
A.7110.0434				PARKS.LANDSCAPING MATERIALS							
20220583		00001		0000001282	ADAMS NURSERY		07/12/2022	07/12/2022	7	0.00	103.66
20220585		00001		0000002001	RUSSELL'S TREE & SHRUB FARM		07/12/2022	07/12/2022	7	0.00	158.00
Total A.7110.0434				PARKS.LANDSCAPING MATERIALS						0.00	261.66
A.7110.0435				PARKS.CHEMICALS							
20220578		00001		0000002897	CRANES POOLS		07/12/2022	07/12/2022	7	0.00	350.00
20220579		00001		0000001552	CRYSTAL CLEAR POOLS		07/12/2022	07/12/2022	7	0.00	155.80
Total A.7110.0435				PARKS.CHEMICALS						0.00	505.80
A.7110.0439				PARKS.JANITORIAL SUPPLIES							
20220581		00001		0000000342	GRAINGER		07/12/2022	07/12/2022	7	0.00	306.04
Total A.7110.0439				PARKS.JANITORIAL SUPPLIES						0.00	306.04
A.7110.0450				PARKS.MATERIALS & SUPPLIES							
20220576		00001		0000001389	NAPA AUTO PARTS		07/12/2022	07/12/2022	7	0.00	10.65
20220582		00001		0000002824	KEPLER CULLIGAN WATER		07/12/2022	07/12/2022	7	0.00	10.95
Total A.7110.0450				PARKS.MATERIALS & SUPPLIES						0.00	21.60
Total Dept 7110				PARKS						0.00	7,973.09
Dept 7140				RECREATION							
A.7140.0403				RECREATION.PRINTING & ADVERTISING							
20220610		00001		0000001589	DELL MARKETING L.P.		07/14/2022	07/14/2022	7	0.00	1,000.00
Total A.7140.0403				RECREATION.PRINTING & ADVERTISING						0.00	1,000.00
A.7140.0404				RECREATION.EXPENSE & TRAVEL							
20220609		00001		0000002562	WNYNETWORKS		07/14/2022	07/14/2022	7	0.00	285.00

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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.7140.0404					RECREATION.EXPENSE & TRAVEL						
20220610		00001		0000001589	DELL MARKETING L.P.	04282022	07/14/2022	07/14/2022	7	0.00	320.91
Total A.7140.0404					RECREATION.EXPENSE & TRAVEL					0.00	605.91
A.7140.0413					RECREATION.SUMMER CONCERT SERIES						
20220592		00001		0000002901	CARBONE, ANTHONY	07132022	07/14/2022	07/14/2022	7	0.00	500.00
20220593		00001		0000002902	POKRZYK, GARY	07132022	07/14/2022	07/14/2022	7	0.00	700.00
20220594		00001		0000002903	THE STRANGERS, C/O MITCH GAWR	07132022	07/14/2022	07/14/2022	7	0.00	800.00
20220595		00001		0000002904	EDDY T ENTERTAINMENT, C/O EDWA	07132022	07/14/2022	07/14/2022	7	0.00	2,500.00
Total A.7140.0413					RECREATION.SUMMER CONCERT SERIES					0.00	4,500.00
A.7140.0434					RECREATION.RECREATION SUPPLIES						
20220558		00001		0000002890	GADD, MICHELLE	07032022	07/11/2022	07/11/2022	7	0.00	54.94
20220561		00001		0000002890	GADD, MICHELLE	07082022	07/11/2022	07/11/2022	7	0.00	41.67
20220562		00001		0000002843	FREEMAN, CHARLES T.	07012022	07/11/2022	07/11/2022	7	0.00	51.05
20220563		00001		0000002842	WREST, CAROLINE	06232022	07/11/2022	07/11/2022	7	0.00	88.68
20220564		00001		0000002890	GADD, MICHELLE	07072022	07/11/2022	07/11/2022	7	0.00	43.90
Total A.7140.0434					RECREATION.RECREATION SUPPLIES					0.00	280.24
Total Dept 7140					RECREATION					0.00	6,386.15
Dept 9950					TRANSFERS TO CAPITAL PROJECTS FUND						
A.9950.0900					TRANSFERS TO CAPITAL PROJECTS FUND. TRANSFER TO CAPITAL PROJECTS						
20220559		00001		0000001333	GARLAND GRAPHICS	19826	07/11/2022	07/11/2022	7	0.00	175.00
20220560		00001		0000002896	BACKYARD PARTY SUPPLY	07082022	07/11/2022	07/11/2022	7	0.00	600.00
20220587		00001		0000002898	SKYLIGHTERS OF NEW YORK, LLC	07082022	07/12/2022	07/12/2022	7	0.00	12,000.00
20220590		00001		0000002899	FREEDOM EXPRESSIONS	1001133	07/14/2022	07/14/2022	7	0.00	235.22
Total A.9950.0900					TRANSFERS TO CAPITAL PROJECTS FUND. TRANSFER TO CAPITAL PR					0.00	13,010.22
A.9950.0901					TRANSFERS TO CAPITAL PROJECTS FUND. TRANSFER BI-CENTENIAL						
20220591		00001		0000002900	GENESEE VALLEY JUDGING ASSOCI	07132022	07/14/2022	07/14/2022	7	0.00	415.00
20220598		00001		0000000118	ALDEN ADVERTISER	2806	07/14/2022	07/14/2022	7	0.00	34.00
20220605		00001		0000002905	PIG BELLY ENTERTAINMENT	12443735	07/14/2022	07/14/2022	7	0.00	4,500.00
20220607		00001		0000002906	WNY TINY PETTING ZOO, BRITANY Z	07142022	07/14/2022	07/14/2022	7	0.00	400.00
20220608		00001		0000002907	MAGIC MAN INDUSTRIES, JAMIE PET	07142022	07/14/2022	07/14/2022	7	0.00	384.00
20220611		00001		0000002908	FUN BUFFALO	07142022	07/14/2022	07/14/2022	7	0.00	600.00
Total A.9950.0901					TRANSFERS TO CAPITAL PROJECTS FUND. TRANSFER BI-CENTENIAL					0.00	6,333.00

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 9950					TRANSFERS TO CAPITAL PROJECTS FUND						
A.9950.0901					TRANSFERS TO CAPITAL PROJECTS FUND.TRANSFER BI-CENTENNIAL						
Total Dept 9950					TRANSFERS TO CAPITAL PROJECTS FUND					0.00	19,343.22
Total Fund A					GENERAL FUND					0.00	38,144.57

Account Table:

TOWN OF ALDEN

AP GL Distribution Report

Prepared By: CLERK 4

Alt. Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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						
20220575		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	754.00
Total B.3620.0457										0.00	754.00
Total Dept 3620										0.00	754.00
Dept 4650					AMBULANCE						
B.4650.0440					AMBULANCE.PROFESSIONAL AMBULANCE BILLING						
20220565		00001		0000002541	PAB. PROFESSIONAL AMBULANCE B	JUNE-22-61	07/11/2022	07/11/2022	7	0.00	631.92
Total B.4650.0440										0.00	631.92
Total Dept 4650										0.00	631.92
Dept 8020					PLANNING						
B.8020.0409					PLANNING.TOWN ENGINEER						
20220554		00001		0000001144	METZGER CIVIL ENGINEERING, PLLC	07072022	07/07/2022	07/07/2022	7	0.00	2,083.33
Total B.8020.0409										0.00	2,083.33
Total Dept 8020										0.00	2,083.33
Dept 8540					STORMWATER MGMT PROGRAM						
B.8540.0419					DRAINAGE.OTHER UNCLASSIFIED						
20220571		00001		0000001675	K & S CONTRACTORS		07/12/2022	07/12/2022	7	0.00	1,785.00
20220573		00001		0000000164	COUNTY LINE STONE CO., INC.		07/12/2022	07/12/2022	7	0.00	3,022.53
Total B.8540.0419										0.00	4,807.53
Total Dept 8540										0.00	4,807.53
Total Fund B					PART TOWN FUND					0.00	8,276.78

TOWN OF ALDEN

Account Table:

AP GL Distribution Report

Prepared By: CLERK 4

All: Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 5130					MACHINERY						
DB:5130.0409					MACHINERY.COMMUNICATION SYSTEM						
20220557		00001		0000000653	VERIZON WIRELESS	9909582807	07/07/2022	07/07/2022	7	0.00	26.84
Total DB:5130.0409					MACHINERY.COMMUNICATION SYSTEM					0.00	26.84
DB:5130.0424					MACHINERY.REPAIRS AND MAINTENANCE						
20220568		00001		0000002771	J. KOZEL & SON, INC.	2206-199037	07/12/2022	07/12/2022	7	0.00	223.83
20220572		00001		0000002446	EL-DON BATTERY POST INC.	52583	07/12/2022	07/12/2022	7	0.00	227.90
20220576		00001		0000001389	NAPA AUTO PARTS	*****	07/12/2022	07/12/2022	7	0.00	461.98
Total DB:5130.0424					MACHINERY.REPAIRS AND MAINTENANCE					0.00	913.71
Total Dept 5130					MACHINERY					0.00	940.55
Dept 5140					MISCELLANEOUS (BRUSH AND LEAVES)						
DB:5140.0431					MISCELLANEOUS (BRUSH AND LEAVES),GASOLINE & OIL						
20220575		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	2,926.05
20220576		00001		0000001389	NAPA AUTO PARTS	*****	07/12/2022	07/12/2022	7	0.00	21.57
Total DB:5140.0431					MISCELLANEOUS (BRUSH AND LEAVES),GASOLINE & OIL					0.00	2,947.62
DB:5140.0471					MISCELLANEOUS (BRUSH AND LEAVES),BOOTS						
20220570		00001		0000002782	LOCKPORT OUTDOOR	102139	07/12/2022	07/12/2022	7	0.00	130.96
Total DB:5140.0471					MISCELLANEOUS (BRUSH AND LEAVES),BOOTS					0.00	130.96
Total Dept 5140					MISCELLANEOUS (BRUSH AND LEAVES)					0.00	3,078.58
Dept 5142					SNOW REMOVAL						
DB:5142.0431					SNOW REMOVAL.GASOLINE & OIL						
20220575		00001		0000000734	ALDEN CENTRAL SCHOOL DISTRICT	06222022	07/12/2022	07/12/2022	7	0.00	12,572.99
Total DB:5142.0431					SNOW REMOVAL.GASOLINE & OIL					0.00	12,572.99
DB:5142.0449					SNOW REMOVAL.MATERIALS & SUPPLIES						
20220569		00001		0000002666	POWERHOUSE SERVICES, INC.	*****	07/12/2022	07/12/2022	7	0.00	1,006.60
Total DB:5142.0449					SNOW REMOVAL.MATERIALS & SUPPLIES					0.00	1,006.60
Total Dept 5142					SNOW REMOVAL					0.00	13,579.59
Dept 9060					HOSPITAL AND MEDICAL INSURANCE						

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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 9060						HOSPITAL AND MEDICAL INSURANCE						
DB:9060.0800						HOSPITAL AND MEDICAL INSURANCEEMPLOYEE BENEFITS						
20220551			00001		0000001773	NYS TEAMSTERS COUNCIL HEALTH .07052022		07/07/2022	07/07/2022	7	0.00	4,862.30
Total DB:9060.0800						HOSPITAL AND MEDICAL INSURANCEEMPLOYEE BENEFITS					0.00	4,862.30
Total Dept 9060						HOSPITAL AND MEDICAL INSURANCE					0.00	4,862.30
Total Fund DB						HIGHWAY FUND - PART TOWN					0.00	22,461.02

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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.8130.0401					SEWAGE TREATMENT AND DISPOSAL.ADMINISTRATIVE SERVICES						
20220554		00001		0000001144	METZGER CIVIL ENGINEERING, PLLC 07072022	07/07/2022	07/07/2022	07/07/2022	7	0.00	183.33
Total SA.8130.0401					SEWAGE TREATMENT AND DISPOSAL.ADMINISTRATIVE SERVICES					0.00	183.33
SA.8130.0407					SEWAGE TREATMENT AND DISPOSAL.GAS						
20220604		00001		0000000420	ERIE COUNTY COMPTROLLER'S OFF 1800068028	07/14/2022	07/14/2022	07/14/2022	7	0.00	11.46
Total SA.8130.0407					SEWAGE TREATMENT AND DISPOSAL.GAS					0.00	11.46
SA.8130.0408					SEWAGE TREATMENT AND DISPOSAL.ELECTRIC						
20220600		00001		0000000111	NYSEG	07/14/2022	07/14/2022	07/14/2022	7	0.00	298.40
Total SA.8130.0408					SEWAGE TREATMENT AND DISPOSAL.ELECTRIC					0.00	298.40
SA.8130.0410					SEWAGE TREATMENT AND DISPOSAL.PHONE						
20220556		00001		0000002064	VERIZON	07/07/2022	07/07/2022	07/07/2022	7	0.00	31.77
Total SA.8130.0410					SEWAGE TREATMENT AND DISPOSAL.PHONE					0.00	31.77
Total Dept 8130					SEWAGE TREATMENT AND DISPOSAL					0.00	524.96
Total Fund SA					SEWER ALAURA DRIVE					0.00	524.96

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund SL					CONSOLIDATED LIGHTING						
Dept 5182					STREET LIGHTING						
SL.5182.0411					STREET LIGHTING.LIGHTING CONTRACTS						
20220600		00001		0000000111	NYSEG	07142022	07/14/2022	07/14/2022	7	0.00	4,159.75
Total SL.5182.0411					STREET LIGHTING.LIGHTING CONTRACTS					0.00	4,159.75
Total Dept 5182					STREET LIGHTING					0.00	4,159.75
Total Fund SL					CONSOLIDATED LIGHTING					0.00	4,159.75

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

All. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund SL 1					PERWINKLE LIGHTING DISTRICT						
Dept 5182					STREET LIGHTING						
SL1.5182.0410					STREET LIGHTING,MAINTENANCE AND OPERATION						
20220601		00001		0000000111	NYSEG	07122022	07/14/2022	07/14/2022	7	0.00	95.90
Total SL1.5182.0410					STREET LIGHTING,MAINTENANCE AND OPERATION					0.00	95.90
Total Dept 5182					STREET LIGHTING					0.00	95.90
Total Fund SL1					PERWINKLE LIGHTING DISTRICT					0.00	95.90

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

All Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund SR					REFUSE COLLECTION DISTRICT						
Dept 8160					REFUSE AND GARBAGE						
SR.8160.0400					REFUSE AND GARBAGE.REFUSE COLLECTION						
20220606		00001		0000002723	WM CORPORATE SERVICES, INC., A:	0017815-1342-7	07/14/2022	07/14/2022	7	0.00	37,320.83
Total SR.8160.0400					REFUSE AND GARBAGE.REFUSE COLLECTION					0.00	37,320.83
Total Dept 8160					REFUSE AND GARBAGE					0.00	37,320.83
Total Fund SR					REFUSE COLLECTION DISTRICT					0.00	37,320.83

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

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						
20220602		00001	471	0000002471	NEW YORK STATE DEFERRED COMP	212429	07/14/2022	07/14/2022	7	0.00	1,794.04
Total T.0000.0017					DEFERRED COMPENSATION PLAN					0.00	1,794.04
T.0000.0602.2000					AMBULANCE.AMBULANCE SERVICES						
20220553		00001		0000002550	LANCASTER VOLUNTEER AMBULANC	07012022	07/07/2022	07/07/2022	7	0.00	121,903.36
Total T.0000.0602.2000					AMBULANCE.AMBULANCE SERVICES					0.00	121,903.36
Total Dept 0000					0000					0.00	123,697.40
Total Fund T					TRUST & AGENCY					0.00	123,697.40

Date Prepared: 07/14/2022 02:15 PM

Report Date: 07/14/2022

Account Table:

Alt. Sort Table:

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year: 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund WX					WATER DISTRICT EXCHANGE STREET						
Dept 9710					SERIAL BONDS						
WX.9710.0700					SERIAL BONDS,INTEREST						
20220566		00001	470	0000002641	THE BANK OF GREENE COUNTY	07012022	07/11/2022	07/11/2022	7	0.00	5,339.25
Total WX.9710.0700					SERIAL BONDS,INTEREST					0.00	5,339.25
Total Dept 9710					SERIAL BONDS					0.00	5,339.25
Total Fund WX					WATER DISTRICT EXCHANGE STREET					0.00	5,339.25

TOWN OF ALDEN

AP GL Distribution Report

Fiscal Year 2022 Period From: 1 To: 12 Pay Due Date 07/07/2022 To: 07/14/2022

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund WZ					WATER DISTRICT ZOELLER ROAD						
Dept 9710					SERIAL BONDS						
WZ.9710.0700					SERIAL BONDS,INTEREST						
20220566		00001	470	0000002641	THE BANK OF GREENE COUNTY	07012022	07/11/2022	07/11/2022	7	0.00	4,068.00
Total WZ.9710.0700					SERIAL BONDS,INTEREST					0.00	4,068.00
Total Dept 9710					SERIAL BONDS					0.00	4,068.00
Total Fund WZ					WATER DISTRICT ZOELLER ROAD					0.00	4,068.00
Grand Total										0.00	244,088.46

Dept. No.	Name	Enc. Amount	Exp. Amount
0000	0000	0.00	123,697.40
1110	TOWN JUSTICES	0.00	1,520.50
1355	ASSESSOR	0.00	110.00
1620	BUILDINGS	0.00	976.11
1670	CENTRAL MAILING	0.00	45.41
1910	UNALLOCATED INSURANCE	0.00	275.00
3510	DOGS	0.00	117.91
3620	SAFETY INSPECTION	0.00	754.00
4650	AMBULANCE	0.00	631.92
5130	MACHINERY	0.00	940.55
5132	HIGHWAY GARAGE	0.00	294.30
5140	MISCELLANEOUS (BRUSH AND LEAVES)	0.00	3,078.58
5142	SNOW REMOVAL	0.00	13,579.59
5182	STREET LIGHTING	0.00	4,255.65
6772	PROGRAMS FOR AGING	0.00	1,102.88
7110	PARKS	0.00	7,973.09
7140	RECREATION	0.00	6,386.15
8020	PLANNING	0.00	2,083.33
8130	SEWAGE TREATMENT AND DISPOSAL	0.00	524.96
8160	REFUSE AND GARBAGE	0.00	37,320.83
8540	STORMWATER MGMT PROGRAM	0.00	4,807.53
9060	HOSPITAL AND MEDICAL INSURANCE	0.00	4,862.30
9710	SERIAL BONDS	0.00	9,407.25
9950	TRANSFERS TO CAPITAL PROJECTS FUND	0.00	19,343.22
Grand Total:		0.00	244,088.46



Motion to approve Park Use by AJFC

Motion to approve the request of Alden Junior Football & Cheerleading ("AJFC") to use the Town Park football field (directly north of the main entrance) for practices from August 1, 2022 through August 31, 2022 on Mondays through Fridays from 6pm until 8pm;

to use both football fields for practices from September 1, 2022 through October 29, 2022 on Tuesdays through Thursdays from 6pm until 8pm;

and to use the field with scoreboard for a football game on August 31, 2022, time TBD and cleared by the Parks Department.

AJFC is responsible for complying with all Town, County, State and Federal Rules and Regulations regarding the Covid-19 Pandemic.

All participants must sign Waivers, to be filed with the Town Clerk prior to participating.

AJFC must submit proof of insurance naming the Town of Alden as an addition insured.

ATHLETIC WAIVER AND RELEASE OF LIABILITY and ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Alden Junior Football and Cheerleading practices and games at the Alden Town Park ("Program"), related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in this Program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2) I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Town of Alden, its officers, officials, agents, and/or employees; and I assume full responsibility for my participation.
- 3) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Town of Alden, its officers, officials, agents, and/or employees, other participants, sponsoring agencies., sponsors, advertisers, and if applicable owners and lessors of premises used to conduct the event (the "Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

SIGNED: _____
(Participant's Signature)

DATE: _____

Emergency Phone Number: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above.

SIGNED: _____
(Parent/Guardian Signature)

DATE: _____

Emergency Phone Number: _____

Resolution to Authorize the Rental of Inflatable Entertainment Devices for the Town of Alden Bicentennial

B

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

WHEREAS, the Alden Town Board has received a request from the Town Bicentennial Committee to rent inflatable entertainment devices as part of the Town’s Bicentennial celebrations on July 30, 2022;

WHEREAS, the Procurement Policy & Procedure Guidelines (“Guidelines”) of the Town of Alden and the New York State General Municipal Law state that the Town must obtain written quotes, except in the case of a sole source provider;

WHEREAS, the Bicentennial Committee contacted several entertainment companies and only one such company does business in the Western New York area and offers inflatable entertainment devices, making this company a sole source provider;

WHEREAS, The Town Board after full and careful review and consideration of the purchase request finds that it is in the public interest to authorize the rental.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS, THAT:

- 1. The Town Board approves the rental of the attachment inflatable entertainment devices from Creen Corp. d/b/a Pig Belly Entertainment for use in the Town Park on July 30, 2022 at a cost of \$4,500.00;**
2. Creen Corp. d/b/a Pig Belly Entertainment has provided proof of insurance with a waiver of subrogation naming the Town of Alden as an additional insured and must sign an Indemnification Agreement for the benefit of the Town; and
- 3. This resolution shall take effect immediately.**

The foregoing Resolution was duly put to a roll call vote at a regular meeting on July 18, 2022, as follows:

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



Pig Belly Entertainment
 3064 Zoeller Road Alden NY,
 14004 US
 +1 716-741-1500
 events@pigbellyentertainment.com

Quote

Order #: 12443735

PLEASE PRINT OR COPY FROM YOUR STATE JOURNAL AND RECORD WITH THIS INFO
 Created: Wed, Apr 6, 2022
 Approved: —
 Invoice #: 31096
 Finalized: —

Event Starts: Sat, Jul 30, 2022 9:00 AM
Event Ends: Sat, Jul 30, 2022 6:00 PM

BILL TO

Town of Alden
 3311 Wende Road
 Alden, NY 14004

DELIVER TO

Town of Alden
 3311 Wende Road
 Alden, NY 14004

Purchase Order #: —

CONTACT INFORMATION

Alecia Barrett

Alecia.barrett@erie.gov

RENTAL ITEMS

IMAGE	ITEM	DIMENSIONS	SQFT	ELECTRICAL NEEDS	PRICE	QTY	TOTAL
	Adrenaline Rush	Weight - 1107.00 LBS Width - 25.00 FT Height - 15.00 FT Length - 35.00 FT	875	4 15A Circuits	\$950.00	1	\$950.00
	3-in-1 Combo	Width - 9.00 FT Height - 15.00 FT Length - 39.00 FT	351	2 15A Circuits	\$550.00	1	\$550.00
	USA Combo	Width - 19.00 FT Height - 14.00 FT Length - 22.00 FT	418	1 15A Circuit	\$750.00	1	\$750.00
	Battle Zone	Width - 30.00 FT Height - 16.00 FT Length - 33.00 FT	990	4 15A Circuits	\$1,500.00	1	\$1,500.00
	3 N 1 Bungee Challenge Bungee Run Challenge	Width - 11.00 FT Height - 10.00 FT Length - 38.00 FT	418	1 15A Circuit	\$750.00	1	\$750.00

Subtotal **\$4,500.00**

Order Total \$4,500.00

Amount Paid \$0.00

Amount Due \$4,500.00

A deposit of \$2250.00 is required to reserve your items.

C

RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT WITH ALDEN STATE BANK

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

WHEREAS, the Alden Town Board has declared the Alden State Bank to be the official bank of the Town of Alden;

WHEREAS, in 2021, the Alden State Bank and the Federal Home Loan Bank, in order to provide security as required by the General Municipal Law and Banking Law requested the Town to execute a Third Party Custodian Agreement; and

WHEREAS, the Alden State Bank has now requested that the Town sign an Amendment to said Third Party Custodian Agreement to allow the Bank to send and the Town to receive electronic notices.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the execution of the 2021 Third Party Custodian Agreement is hereby approved and ratified and that the Supervisor be, and hereby is authorized and directed to execute the requested Amendment to the Third Party Custodian Agreement; and
2. This resolution shall take effect immediately.

The above Resolution was duly put to a roll call vote at a regular meeting on July 18, 2022, the results of which were as follows:

Councilwomen Weiss	AYE	NAY
Supervisor Sitzman	AYE	NAY
Councilwomen Pautler	AYE	NAY

**Amendment to the Third Party Custodian Agreement Between
Town of Alden and Federal Home Loan Bank of New York**

This amendment ("Amendment"), effective as of the date last signed, amends and is made a part of the Third Party Custodian Agreement ("Agreement") among Alden State Bank ("Bank"), Town of Alden ("Local Government"), and the Federal Home Loan Bank of New York ("Custodian"), effective as of July 22, 2022. In the event of any conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment shall govern.

1. Section 1(t) shall be replaced with the following provision: "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person via e-mail, telecopier, or the Custodian's 1LinkSK system.
2. The following provision in section 2 shall be removed: A copy of amendments made pursuant to this section shall be furnished to the Custodian.
3. The following provision shall be added to the end of section 2: The Bank shall provide written notice to the Custodian via e-mail, telecopier or the Custodian's 1LinkSK system.
4. Section 3(b) shall be replaced with the following provision: The Custodian will send a monthly spreadsheet ("Monthly Spreadsheet") to the Bank, which includes the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Bank shall be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one (1) Business Day after receipt of the Monthly Spreadsheet. The Local Government hereby consents that, if the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess. Provided Eligible Collateral is equal to the Collateral Requirement, the security interest of the Local Government in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account.
5. In Section 3(c), the reference to "Written Notice" shall be replaced with "Written Instructions."
6. Section 3(d) shall be removed in its entirety.
7. Section 4(c) shall be replaced with the following provision: The Custodian shall provide to the Local Government and Bank with a written confirmation on each Business Day that Eligible Securities are transferred to and from the Account ("Daily Confirmation"). The Daily Confirmation shall identify the specific securities and the Adjusted Market Value thereof. The Custodian shall also provide to the Local Government and the Bank with a monthly statement identifying all Eligible Securities in the Account and their Adjusted Market Values ("Monthly Statement") as of the date of the Monthly Statement.

8. Sections 9(b), 9(c), and 9(d) shall be replaced with the following provision:

Notice. Unless otherwise agreed to by the parties hereto or otherwise indicated herein, all notices, Written Instructions, or any other communication required by this Agreement shall be deemed effective when sent in writing to the address and contact person identified below by: (1) regular mail; (2) overnight mail via a nationally recognized overnight delivery service; (3) e-mail, or (4) telecopier. With respect to only the Monthly Spreadsheet, Daily Confirmation, and Monthly Statement, the Custodian shall send such communication via e-mail only unless the Custodian chooses another method of delivery in its sole discretion. Notices regarding termination pursuant to section 8 (Termination) shall be deemed effective only when sent by overnight mail via a nationally recognized overnight delivery service.

If to the Custodian, to:

70 Hudson Street
Jersey City, NJ 07302
Attention: Collateral, Custody & Pledging Services Department
Tel.: [Insert Phone #]
E-Mail: CPS_Internal@fhlbny.com
Fax: [Insert Fax #]

If to the Bank, to:

Alden State Bank
Attention: Lori English
Tel.: (716) 937-3381
E-Mail: Lenglish@aldenstate.com
Fax: (716) 937-9662

If to the Local Government, to:

Town of Alden
Attention: Brett Sitzman, Supervisor
Tel.: (716) 937-6969
E-Mail: brett.sitzman@erie.gov
Fax: [Insert Fax #]

[Signature page follows.]

The parties hereto have caused this Amendment to be signed in their names by their duly authorized representatives as of the date last signed below. The parties agree that signing this Amendment with an electronic signature is intended to have the same force and effect as manual signatures.

Custodian: Federal Home Loan Bank of New York

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Local Government: Town of Alden

By: _____

Print Name: _____

Title: _____

Date: _____

Bank: Alden State Bank

By: _____

Print Name: Steven J. Woodard

Title: CEO/President

Date: _____

THIRD PARTY CUSTODIAN AGREEMENT

THIS AGREEMENT is made and executed as of this 5th day of August, 2021, among Town of Alden, having offices at 3311 Wende Road, Alden, NY 14004 located in the county of Erie, State of New York ("Local Government"), Alden State Bank having offices at 13216 Broadway, Alden, NY 14004 ("Bank"), and Federal Home Loan Bank of New York, having offices at 101 Park Avenue, New York, NY 10178-0599 ("Custodian").

WITNESSETH:

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, Bank desires to obtain such deposits and to provide security therefore as required by the New York State General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Definitions

Whenever used in this Agreement, the following terms shall have the following meanings:

- a. "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.
- b. "Adjusted Market Value" shall be one hundred percent of Market Value.
- c. "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "B" attached hereto, as such Exhibit may be amended from time to time, and /or in any Global Authorization Form on file with the Custodian.
- d. "Bank" shall mean the party described as such in the opening paragraph of this Agreement and "bank" shall mean any bank as defined by the banking law of the State of New York or a national banking association located and authorized to do business in New York.
- e. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.

- f. "Business Day" shall mean any day on which the Custodian and the Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.
- g. "Certificate" shall mean the Certificate attached hereto as Exhibit "B".
- h. "Collateral Requirement" shall mean the amounts required in section 2 hereof unless the Bank and the Local Government agree to a different amount in accordance with this Agreement, but no less than required by statute.
- i. "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.
- j. "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.
- k. "Eligible Collateral" shall mean Eligible Securities, Eligible Letters of Credit and Eligible Surety Bonds.
- L. "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either, (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one nationally recognized statistical rating organization; or, (2) by a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.
- m. "Eligible Securities" shall mean any securities of the types enumerated in the Schedule of Eligible Securities attached hereto as Exhibit "A", as such Schedule may be amended by the parties in writing from time to time. Such Schedule may establish limitations pertaining to the types or amounts of Eligible Securities that may be provided pursuant to this Agreement.
- n. "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- o. "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source. If such source does not make available a market value or a closing bid price for a particular security, the market value shall be determined by the Custodian in its

sole discretion based on information furnished to the Custodian by one or more brokers or dealers or based on information otherwise reasonably acceptable to the Local Government; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

p. "Margin Percentage" shall equal 100 percent.

Initial: Bank: [Signature] Local Government: DWA Custodian: ALS Jg

q. "Nationally Recognized Statistically Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, Bank Watch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

r. "Substitute Collateral" shall have meaning set forth in subparagraph c of section 3 of this Agreement.

s. "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank, which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

t. "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person via a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

2. Collateral Requirement

On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank agrees to deliver or cause to be delivered to the Custodian for deposit in the Account Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any. The obligation of the Bank to provide Eligible Collateral pursuant to this Agreement shall not be less than equal or greater than the Uninsured Deposits unless the Bank requests and obtains the Local Government's written consent at least 5 Business Days before the Collateral Requirement is reduced. The Local Government and Bank may at any time during the term of this Agreement, agree to amend the Collateral Requirement. Any amendments to either increase or decrease the Collateral Requirements shall be confirmed in writing by the Local Government at least 2 Business Days before the new Collateral Requirement becomes effective. A copy of amendments made pursuant to this section shall be furnished to the Custodian.

3. Security Requirements

- (a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Securities are provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Securities and shall deliver such Eligible Securities to the Custodian in the manner prescribed in Section 4 of this Agreement. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.
- (b) The Custodian will report monthly to the Bank the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Bank shall be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one (1) Business Day after receipt of such notice. The Local Government hereby consents that, if the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess. Provided Eligible Collateral is equal to the Collateral Requirement, the security interest of the Local Government in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account.
- (c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral that it will replace. The Bank shall give Written Notice thereof to the Custodian of any proposed substitution. In the event that the Custodian determines that the Substitute Collateral described in such notice consists exclusively of Eligible Securities having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Securities out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.
- (d) The Custodian, to the extent not contained in the confirmation required by subparagraph c of section 4 of this Agreement, shall provide the Local Government with a written confirmation setting forth: (1) a complete description of Eligible Collateral provided, reduced or transferred to or from the Account pursuant to this section; and, (2) the Market Value and Adjusted Market Value of such Eligible Collateral as of the date of such transaction.

4. Custody of Eligible Securities

- (a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Securities at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Securities as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as Custodian for, and agent of, the Local Government.
- (b) The Bank and Local Government agree that Eligible Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of the Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an executed assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories for the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for customers, including, but not limited to, accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.
- (c) The Custodian shall provide the Local Government and Bank with a written confirmation on each Business Day Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific securities that are the subject to the confirmation and state both the Market Value and Adjusted Market Value thereof. The Custodian shall also provide the Local Government and the Bank each month with a statement identifying all Eligible Securities in the Account and their Market Value and Adjusted Market Value as of the date of such statement.
- (d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.
- (e) With respect to all Eligible Securities held in the Account, so long as there is no default by the Bank, in which event the following will accrue to the benefit of the Local Government, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Securities in the Account and credit such amounts to

the account of the Bank; (ii) forward copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Custodian, are intended for the beneficial owner of the Eligible Securities including, without limitation, all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Securities held by the Custodian hereunder; and (v) upon receipt of written instruction from the Bank (or the Local Government, as the case may be), the Custodian will exchange Eligible Securities held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

5. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposits, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Custodian, which, after deducting its costs and expenses, shall return any remaining surplus to the Bank.

6. Representation and Warranties

- (a) Representations of the Bank. The Bank represents and warrants that:
- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
 - (2) the form of this Agreement was approved by its board of directors;
 - (3) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
 - (4) all securities pledged pursuant to this Agreement are Eligible Securities and that all letters of credit and surety bonds obtained by the Bank in satisfaction of its obligations hereunder and of which the Local Government is the beneficiary are Eligible Collateral;
 - (5) the Bank is a bank or trust company located and authorized to do business in the State of New York;

- (6) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
- (b) Representations of the Local Government. The Local Government hereby represents and warrants that:
 - (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
 - (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and an officer of the Local Government authorized to do so executed this Agreement;
 - (3) it will not transfer or assign its interests or its rights with respect to any Eligible Collateral pledged pursuant to this Agreement except as authorized pursuant to section 5 of the Agreement.
 - (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

7. Concerning the Custodian

- (a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own gross negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement, except those costs, expenses, counsel fees, damages liabilities or claims arising out of the gross negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank not withstanding the termination of this Agreement.
- (b) The Custodian shall not be responsible for, or considered to be the Custodian of, any security received by it for deposit in the Account until the Custodian actually receives and collects such security directly or receives the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian shall be entitled to reverse any credits made on the

Local Government's behalf where such credits have been previously made and the Eligible Securities are not finally collected.

- (c) The Bank shall pay to the Custodian such fees as may be agreed upon from time to time.
- (d) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.
- (e) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, the Custodian shall provide copies of any such books and records to the Local Government or the Local Government's authorized officer at the Local Government's expense.

8. Termination

Any of the parties hereto may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Bank shall pay to the Custodian such compensation as may be due to the Custodian as of the date of such termination and the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Securities, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

9. Miscellaneous

- (a) The Local Government and Bank agrees to furnish to the Custodian a new Certificate (Exhibit B) or new Global Authorization Form in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate or new Global Authorization Form is received, the Custodian shall be fully protected in acting upon oral or Written Instructions or signatures of the present Authorized Persons.
- (b) Any written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if

sent to the Custodian by regular mail to its offices at 30 Montgomery Street 3rd floor, Attention: Senior Manager, Securities Safekeeping Department, New Jersey, NJ 07302-3821 or at such other place as the Custodian may from time to time designate in writing.

- (c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail or via a nationally recognized overnight delivery service to its Offices at Alden State Bank, 13216 Broadway, Alden, NY 14004 or at such other place as the Bank may from time to time designate in writing.
- (d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail or via a nationally recognized overnight delivery service to its Offices at Town of Alden, 3311 Wende Road, Alden, NY 14004 or at such other Offices as the Local Government may from time to time designate in writing.
- (e) In the event any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- (f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- (g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties, which consent shall not be unreasonably withheld.
- (h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.
- (i) The parties acknowledge and agree that they have read, understood and have actively negotiated the terms of this Agreement. Therefore, this Agreement shall not be deemed the product of any party and shall not be enforced or interpreted any more stringently or strictly against any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

FEDERAL HOME LOAN BANK OF NEW YORK
("Custodian")

By: ALS
Name: Anthony L. Scalzo
Title: AVP and Technical Officer

(Seal)

By: John Gurreri
Name: John Gurreri
Title: VP & Senior Manager

Town of Alden
("Local Government")

By: Dean W. Adamstel
Name: DEAN W. ADAMSTEL
Title: SUPERVISOR

(Seal)
Cecilia Rogers
CELLEEN ROGERS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 4/30/2023

Alden State Bank
("Bank")

By: Steven J. Woodward
Name: Steven J. Woodward
Title: President CEO

(Seal)

EXHIBIT A

Schedule of Eligible Securities

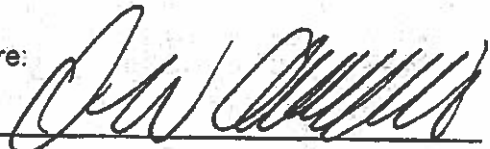
- X (i) Obligations issued by the United States of America, an agency thereof, or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- N/A (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- X (iii) Obligations partially issued or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- X (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation that under a specific State statute may be accepted as security for deposit of public moneys.

EXHIBIT B
Certificate of Authorized Persons

Local Government Town of Alden

Number of Signers Required 1

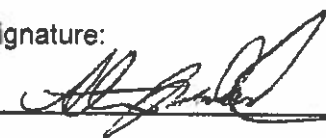
Authorized Signers:

Name:	Signature:
<u>DEAN W. ANONSKI</u>	<u></u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Bank: Alden State Bank

Number of Signers Required 1



Authorized Signers:

Name:	Signature:
<u>Steven J Woodard</u>	<u></u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Federal Home Loan Bank of New York:

Number of Signers Required 2 (Two)

Authorized Signers:

Name:	Signature:
<u>Anthony L. Scalzo</u>	<u> Type text here</u>
<u>John Gurrieri</u>	<u></u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



RESOLUTION DECLARING SEQRA NEGATIVE DECLARATION AND APPROVING MINOR SUBDIVISION FOR GARY SCHLABACH AT CARY ROAD

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

WHEREAS, the Alden Town Board is considering an application by Gary Schlabach for the subdivision of two (2) lots. The entire parcel currently consists of approximately 5.2 acres at 11822 Cary Road, in the Town of Alden, further identified as SBL 118.00-5-8.2. The first proposed lot (“Parcel A”) would be an approximately 2.54 acre vacant parcel and the second proposed lot (“Parcel B”) would be the approximately 2.82 acre parcel with the existing house (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 on May 26, 2022, for this Proposed Action, as required under Section 239-m of the General Municipal Law and "no recommendation" 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 SEQR determination;

WHEREAS, the Alden Town Board did assume Lead Agency Status on June 21, 2022;

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.

WHEREAS, the Town of Alden Planning Board on June 14, 2022 reviewed the Proposed Action and recommended to the Town Board the approval of the Proposed Action.

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 parcel, more particularly described as:**

Parcel A: (West of 11822 Cary Road, Town of Alden)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie and State of New York and being part of Lot 119, Township 10 and Range 5 of the Buffalo Creek Reservation, bounded and described as follows: BEGINNING at the southwest corner of said Lot 119 in the center line of Cary Road; RUNNING THENCE EASTERLY along said center line of Cary Road and the south line of said Lot 119, a distance of 180.00 feet to a point; HENCE NORTHERLY along a line drawn parallel with the westerly line of Lot 119, a distance of 615.68 feet to a point on the northerly line of lands conveyed to Gary F. Schlabach and Cynthia A. Schlabach, his wife, by deed recorded in the Erie County Clerk's Office in Liber 10887 of Deeds at page 5808; THENCE WESTERLY along a line drawn parallel with the south line of Lot 119 and along the north line of said lands conveyed to Schlabach, a distance of 180.00 feet to a point on said westerly line of Lot 119; THENCE SOUTHERLY along said westerly line of Lot 119, a distance of 615.68 feet to the point of beginning. Said parcel containing an area of 2.54 acres, more or less.

And Parcel B: (11822 Cary Road, Town of Alden)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Alden, County of Erie and State of New York and being part of Lot 119, Township 10 and Range 5 of the Buffalo Creek Reservation, bounded and described as follows: BEGINNING at a point in the center line of Cary Road, said center line being the south line of Lot 119, distant 180.00 feet easterly from the southwest corner of said Lot 119; RUNNING THENCE NORTHERLY along a line drawn parallel with the westerly line of Lot 119, a distance of 615.68 feet to a point on the northerly line of lands conveyed to Gary F. Schlabach and Cynthia A. Schlabach, his wife, by deed recorded in the Erie County Clerk's Office in Liber 10887 of Deeds at page 5808; THENCE EASTERLY along a line drawn parallel with the south line of Lot 119 and along the north line of said lands conveyed to Schlabach, a distance of 191.25 feet to the northeast corner of said lands conveyed to Schlabach; THENCE SOUTHERLY along a line drawn parallel with the east line of Lot 119 and along the easterly line of said lands conveyed to Schlabach, a distance of 615.00 feet to southeast corner of said lands conveyed to Schlabach on the south line of Lot 119; THENCE WESTERLY along the south line of Lot 119, a distance of 208.17 feet to the point of beginning. Said parcel containing an area of 2.82 acres, more or less.

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 July 18, 2022, the results of which were as follows:

Councilwomen Waiss Aye Nay

Supervisor Sitzman Aye Nay

Councilwomen Pautler Aye Nay

