

DRAFT

AGENDA

REGULAR BOARD MEETING - TOWN OF BOSTON

DECEMBER 18, 2024 – 7:30 P.M.

ITEM NO. I PRELIMINARY MATTERS

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance and Opening Prayer
4. Other Preliminary Matters

ITEM NO. II REGULAR BUSINESS

1. Correction and Adoption of the Minutes from December 4, 2024
2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Town Clerk's Report for November 2024
2. Dog Control Officer Report for November 2024
3. Code Enforcement Officer Report November 2024
4. Justice Court Audit Request (2024)
5. January to October 2024 Dispatch Summaries
6. Income Statement – November 2024
7. Cash balances – November 2024
8. Erie County Affordable Housing Census Data
9. Press Release – December 5, 2024, NYSEG and RG&E Employ Diverse Technologies to Reduce Outages
10. Press Release - December 10, 2024, NYSEG and RG&E Announce New Transfer-of-Service Process
11. Erie County Water Authority Extract of Minutes and Tarriff from November 21, 2024
12. Letter from Senator Patrick Gallivan
13. Letter from Dottie Gallagher, Buffalo Niagara Partnership
14. Local State of Emergency Declaration from Supervisor Keding
15. Local Emergency Order 2024-01 from Supervisor Keding
16. Rescinding Declaration of a Local State of Emergency

17. Erie County Guidance on Essential Travel

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3-minute time limit per person)
2. Resolution 2024 - 79 Authorization for Delegate to Annual Meeting of Association of Towns
3. Resolution 2024 - 80 Extension of Cintas Supply Contract
4. Resolution 2024 - 81 Rejection of All Bids Received for Removal and Installation of New Fencing Around Tennis Courts
5. Resolution 2024 - 82 Document Management Software and Services
6. Resolution 2024 - 83 Authorizing Disposal of Surplus Equipment
7. Resolution 2024– Deanna Drive Road Dedication
8. Approval for new member of Patchin Fire Company, Abigail Putrino

ITEM NO. V OLD BUSINESS

ITEM NO. VI REPORTS AND PRESENTATIONS

1. Highway Superintendent
2. Councilmembers
3. Town Clerk
4. Supervisor

ITEM NO. VII ADJOURNMENT OF MEETING

1. Adjournment of Meeting

REGULAR BOARD MEETING
DECEMBER 4, 2024

DRAFT

TOWN HALL
7:30 P.M.

Present: Supervisor Jason Keding, Councilman Michael Cartechine, Councilwoman Jennifer Lucachik, Councilwoman Kelly Martin, and Councilwoman Kathleen Selby.

Also Present: Highway Superintendent Telaak and Attorney for the Town McCann.

Supervisor Keding called the meeting to order at 7:38 pm.

Public Hearing, Local Law No. 2., A Local Law Establishing a Moratorium on Battery Energy Storage Systems within the Town for a Period of Six Months

Supervisor Keding read the public hearing notice:

Notice is hereby given that a Public Hearing will be held by the Town Board of the Town of Boston on the 4th day of December, 2024 at 7:35 p.m., at the Town Hall, 8500 Boston State Road, New York, on the adoption of a proposed Local Law entitled, "A Local Law Establishing a Moratorium on Battery Energy Storage Systems within the Town for a Period of Six Months," an abstract of which is as follows:

The proposed Local Law would establish, by a period of six (6) months or until an amended Local Law concerning Battery Energy Storage Systems is passed, a moratorium on the permitting and construction of any battery energy storage devices and/or buildings within the Town of Boston to allow the Town Board to consider appropriate revisions or amendments to the Town Code concerning the same.

The complete text of said Law is on file at the Office of the Town Clerk, and is available for review by any interested person during business hours.

At such public hearing, all persons interested, who wish to be heard will be heard.

BY ORDER OF THE TOWN OF BOSTON TOWN BOARD
Sandra L. Quinlan
Town Clerk

Supervisor Keding stated the public hearing is open for public comment.

The following person was heard:

Richard Hawkins

Supervisor Keding stated the public hearing is closed at 7:42 pm.

Supervisor Keding stated there is one item under Preliminary matters.

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin,

REGULAR BOARD MEETING
DECEMBER 4, 2024

DRAFT

TOWN HALL
7:30 P.M.

The following persons were heard:

Jay Jackson

Richard Hawkins

Patti Meckes representing CAWTILE

Deputy Miller, Community Engagement Team, Erie County Sheriff's Office

Supervisor Keding stated the floor is closed.

A motion was made by Councilwoman Martin and was seconded by Councilwoman Lucachik,

**RESOLUTION 2024-74 ADOPTION OF LOCAL LAW NO. 2 OF 2024
MORATORIUM ON ALL BATTERY ENERGY STORAGE SYSTEMS**

WHEREAS, the Town of Boston Board is desirous of passing a local law to place a moratorium on all Battery Energy Storage Systems within the Town of Boston for a period of six months; and

WHEREAS, New York State Law provides that a public hearing must be conducted prior to the passage of such local law; and

WHEREAS, the Town Board of the Town of Boston duly called and held a public hearing at the Boston Town Hall, 8500 Boston State Road, Boston, New York on the 4th day of December, 2024, upon the question of the enactment of Local Law No. 2 of 2024 of the Town of Boston, Erie County, New York, being such a local law; and

WHEREAS, in accordance with Part 617.5(c)(26), State Environmental Quality Review (SEQR), the adoption of this local law is classified a Type II Action and is not subject to environmental review under SEQR.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Boston, that Local Law 2 of 2024 of the Town of Boston, Erie Conty, New York, is hereby enacted as follows and is effective upon its filing with the New York Department of State:

**TOWN OF BOSTON
TOWN OF BOSTON TOWN BOARD**

**A LOCAL LAW ESTABLISHING A SIX (6) MONTH MORATORIUM PROHIBITING
THE REVIEW AND APPROVAL OF
APPLICATIONS AND ISSUANCE OF PERMITS FOR
“BATTERY ENERGY STORAGE SYSTEMS”
IN THE TOWN OF BOSTON**

LOCAL LAW NO. 2-2024

Be it enacted by the Town Board of the Town of Boston, Erie County, State of New York as follows:

Section 1: Purpose.

The purpose of this local law is to protect the public health, safety and welfare of the residents of the Town of Boston and to maintain the status quo by temporarily suspending the processing of land use approvals as provided herein and to further suspend the rights of landowners and their designees to obtain development approvals as identified below for a period of six (6) months from the date of the adoption of this local law while the Town Board studies, analyzes and determines potential appropriate revisions and amendments to the Town Code regarding the propriety of Battery Energy Storage Systems (as defined below).

Section 2: Definitions.

BATTERY ENERGY STORAGE SYSTEM:

A rechargeable energy storage system consisting of one or more devices, including batteries, battery chargers, controls, power conditioning systems and associated electrical equipment, assembled together, capable of storing energy in order to provide electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

Section 3: Legislative findings.

This ordinance is adopted to impose a six-month moratorium on the issuance of permits and/or approvals for Battery Energy Storage Systems, which includes, but is not limited to, building-mounted and ground-mounted Battery Energy Storage Systems as well as the construction of dedicated-use buildings built for the primary intention of housing Battery Energy Storage Systems. The Town of Boston recognizes that Battery Energy Storage Systems are a key component to the viability and promotion of renewable energy sources. However, since the technology of these systems is still in its infancy, there is a significant amount of recent public concern about the potentially volatile nature of lithium-ion batteries, which stems from fires at three different Battery Energy Storage Systems facilities in the State of New York beginning in May 2023.

In response to these Battery Energy Storage Systems fires, New York State Governor Kathy Hochul found it necessary to form an Inter-Agency Fire Safety Working Group tasked with ensuring the safety of Battery Energy Storage Systems across New York. On February 6, 2024, Governor Hochul released initial recommendations from the Inter-Agency Fire Safety Working Group, outlining enhanced safety standards for battery energy storage systems. The draft recommendations include potential updates to the Fire Code of New York State as well as a list of additional opportunities for defining and implementing best practices. If adopted, the changes will codify enhanced safety standards and continue to position New York as a national leader in responsible and reliable battery energy storage development.

Therefore, the Town Board, Planning Board, and Zoning Board of Appeals need additional information and assurances about the safety of these types of facilities, including but not limited

to best practices for fire suppression and emergency response, ensuring the technology and availability of equipment necessary for local fire departments should a fire occur, precautions to take related to gas emissions and deterring any necessary fire suppression chemicals from impacting groundwater, and the adequacy of location and other standards for siting of Battery Energy Storage Systems. The Town intends to study the safety and security of these energy storage systems, including thermal runaway, off gassing and toxicity, stranded energy, ways to prevent fires, prevent by-product contamination, and ensure emergency responders have the necessary training and information to prepare and deploy resources in the event of a fire.

In addition, the Town is concerned about locating of Battery Energy Storage Systems in proximity to residential properties and in other areas where fires from such facilities could result in substantial harm and damage to property and residents in the Town of Boston. The Town is also concerned about other adverse environmental impacts that may result from locating Battery Energy Storage Systems on or in proximity to environmentally sensitive areas and with respect to adjacent properties.

In short, the Town is concerned about the detrimental effects Battery Energy Storage Systems on the health, safety, welfare and quality of life of the residents and citizens of the Town of Boston. Given these concerns and the current lack of relevant data and information on with respect to these issues, it is necessary for the Town Board to enact a six (6) month limited moratorium prohibiting the review and approval of applications and issuance permits for Battery Energy Storage Systems in the Town of Boston while these issues are further considered, and the Town Code is adequately revised to address any outstanding concerns.

Section 4: Moratorium.

Pursuant to the statutory authority vested in the Town to regulate and control land use and to protect the health, safety and welfare of its residents, the Town Board of the Town of Boston hereby declares a six (6) month moratorium on the review and approval of new as of yet unfiled and any and all pending applications for any and all land use approvals, including site plan approvals, subdivision plats, building permits, special use permits and variances (hereinafter “Land Use Approvals”) for all Battery Energy Storage Systems within the Town.

During the period of this local law:

1. The Planning Board shall not accept any application, grant any approval to, or continue the review of a subdivision plat, site plan, special use permit or other permit that includes the permitting, construction and/or development of a Battery Energy Storage System within the Town.

2. The Zoning Board of Appeals shall not accept any application or grant any approval for a variance or other permit that would have as a result the permitting, construction and development of a Battery Energy Storage System within the Town.
3. The Building Department shall not accept any building permit application or grant any Certificate of Occupancy or Certificate of Compliance for a Battery Energy Storage System within the Town.
4. Projects currently under construction and projects that have received final approvals are not subject to this moratorium.

Section 5: Term.

The moratorium imposed by this Local Law shall be effective six (6) months from the effective date of this Local Law.

Section 6: Hardship waiver.

- A. Should any owner of property in the Town of Boston affected by this Local Law suffer any unnecessary and extraordinary hardship due to the enactment and application of this Local Law, then the owner of said property may apply to the Town Board of the Town of Boston in writing for a variance from strict compliance with this Local Law upon submission of proof of such unnecessary hardship. For the purposes of this Local Law, unnecessary or extraordinary hardship shall not be considered:
 1. the mere concern that regulations may be changed or adopted, or that the Town Code may be amended; or
 2. the mere delay in being permitted to make an application or waiting for a decision on the application for a variance, special permit, site plan, subdivision, or other permit during the period of the moratorium imposed by this Local Law.
- B. An application for an exception based upon unnecessary or extraordinary hardship shall be filed with the Town Clerk no earlier than the effective date of this Local Law, including a fee of Five Hundred and 00/100 (\$500.00) Dollars for each tax map parcel claimed to be subject to unnecessary or extraordinary hardship, by the landowner or the applicant upon the consent of the landowner.
- C. The application shall provide a recitation of the specific facts that are alleged to support the claim of unnecessary or extraordinary hardship and shall contain such other information and/or documentation as the Town Board, shall prescribe as necessary for the Town Board to be fully informed with respect to the application.
- D. Upon submission of a written application to the Town Clerk by the property owner seeking a hardship waiver from the provisions of this Local Law, the Town Board shall, within forty-five (45) days of receipt of a completed application, schedule a public hearing on said

application upon five (5) days' written notice in the official newspaper of the Town of Boston. At said Public Hearing, the property owner and any other parties wishing to present evidence with regard to the application shall have an opportunity to be heard, and the Town Board shall, within thirty (30) days of the close of said public hearing, render its decision either granting, denying, granting in part or denying in part, the application for a hardship waiver from the strict requirements of this Local Law. If the Town Board determines that a property owner will suffer an unnecessary or extraordinary hardship if this Local Law is strictly applied to a particular property, then the Town Board shall vary the application to this Local Law to the minimum extent necessary to provide the property owner relief from strict compliance with this Local Law.

E. Standard of Review. In reviewing an application for an exception based upon a claim of necessary or extraordinary hardship, the Town Board shall consider the following criteria:

1. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicable completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.
2. The extent to which the proposed development activity would cause significant environmental harm, adversely impact surrounding natural resource areas, public health, comfort or safety concerns and/or have a negative impact upon the Town.
3. The emergency response plan including evacuation orders to be followed in the event of a fire or any other emergency at the facility and satisfactory evidence that precautions are in place to suppress a fire and mitigate the extent of damage to the surroundings and environment;
4. The size of subject parcel and the wattage of the Battery Energy Storage System facility;
5. The proximity of the applicant's proposed Battery Energy Storage System facility to residential areas as well as sensitive and high-risk populations including but not limited to hospitals, nursing homes, assisted living facilities, schools;
6. The extent of the proposed development and/or disturbance of the applicant's premises;
7. The environmental significance, if any, of the applicant's parcel and the proposed development's impact upon the environment, including existing transportation resources;
8. Compatibility of the proposed development with the aesthetic resources of the community or with the existing community or neighborhood character; and
9. Compatibility of the proposed development with the recommendations of the Master Plan, the Comprehensive Plan Update, and all adopted Comprehensive Plans and plan elements henceforth.

Section 7: Home rule.

Nothing in this Local Law is intended or shall be construed to limit the home rule authority of the Town under State Law or to limit the Town’s discretion in setting fees and charges in connection with any applications requiring Town approval.

Section 8: Authority.

This moratorium is adopted pursuant to Article IX of the New York State Constitution, §2(c)(6) and (10), New York Statute of Local Governments, § 10, Subdivisions 1 and 7, §§ 261 through 263 of the Town Law, and § 10 of the Municipal Home Rule Law of the State of New York. In particular, this chapter shall supersede those any provisions of the Town Code and New York State Law which require the Town Board, Planning Board, and/or Zoning Board of Appeals to accept, process, and/or approve applications or issue permits for the development of Battery Energy Storage Systems within specified statutory time periods.

Section 9: Severability.

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Boston hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 10: Effective date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

On December 4, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

five (5) Yes Carried

A motion was made by Supervisor Keding and was seconded by Councilman Cartechine,

**RESOLUTION 2024-75 A RESOLUTION EXPRESSING OPPOSITION TO THE
DEVELOPMENT OF OFFSHORE WIND ENERGY PROJECTS
WITHIN THE JURISDICTION OF THE GREAT LAKES**

The government of the Town of Boston recognizes the need for multiple sustainable energy sources to combat climate change, reduce carbon emissions, and ensure energy security; and the Town of Boston understands it has no authority to regulate, zone, or permit any proposed projects in the great lakes due to the geographical location of the community; and offshore wind energy projects were discussed for development in waters of Lake Erie to increase the supply of renewable energy; and concerns have been raised by local Western New York Communities, environmental groups, fishermen, and other stakeholders regarding the potential adverse impacts of offshore wind projects. The Town of Boston believes it is critical to prioritize energy projects that balance environmental sustainability with minimal adverse effects on existing industries, communities, and ecosystems; and extensive and independent environmental, economic, and social studies must be conducted to assess the full range of potential impacts of offshore wind projects, and such studies should include thorough consultation with local stakeholders, including coastal communities, indigenous groups, and environmental advocates. The government of the Town of Boston formally expresses its opposition of future development of offshore wind projects within the Lake Erie until such time that new proposals are reviewed for:

1. Comprehensive and independent impact assessments are conducted to evaluate the environmental, economic, and social effects of offshore wind energy development;
2. Adequate safeguards and mitigation measures are put in place to protect aquatic ecosystems, the fishing industry, and coastal communities;
3. Government agencies having the authority and jurisdiction over new proposals establishes clear guidelines and regulations for the responsible development of renewable energy projects that prioritize sustainability, community involvement, and minimal harm to the environment and local industries;
4. Full and transparent public consultation processes are carried out to ensure that the voices of all affected stakeholders, including coastal residents, indigenous communities, and industry representatives, are heard and integrated into decision-making.

This Resolution be communicated to the relevant federal, state, and international authorities involved in the planning and approval of offshore wind projects, and that the government of the Town of Boston actively advocates for a balanced approach to renewable energy development that takes into account the unique needs and concerns of coastal communities and the marine environment.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

five (5) Yes

Carried

TOWN HALL
7:30 P.M.

RESOLUTION 2024-76 **AUTHORIZING PAYMENT OF NATIONAL FUEL
UTILITY BILL PRIOR TO AUDIT**

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

A motion was made by Councilwoman Selby and was seconded by Councilman Cartechine.

The Town of Boston Zoning Board of Appeals is handling a matter titled AML §305-a Review, Horseshoe Hill LLC, Erie County Agricultural District No. 15 which requires specialized knowledge in New York State Agriculture and Markets Law; and Barclay Damon, LLP possesses the necessary qualifications and expertise in Agriculture and Markets Law and has demonstrated a comprehensive understanding of legal issues that affect New York State Towns in this field; and by Resolution 2024-72, that Town Board of the Town of Boston authorized the Town Supervisor to accept the proposed retainer agreement from Barclay Damon, LLP, dated November 13, 2024, to represent the Town in the matter for a cost not to exceed \$2,500 without additional authorization from the Town; and per Barclay Damon, LLP, the costs are now anticipated exceed the \$2,500 previously authorized; and the Zoning Board of Appeals has requested that the Town Board authorize a second retainer agreement with Barclay Damon LLP as specified in their proposal dated November 27, 2024 with work to be billed hourly at a cost not to exceed an additional \$5,000 for a total approved cost of \$7,500, without additional authorization from the Town. The Town Board of the Town of Boston hereby authorizes the Town Supervisor to accept the second proposed retainer agreement from Barclay Damon, LLP,

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REGULAR BOARD MEETING
DECEMBER 4, 2024

TOWN HALL
7:30 P.M.

dated November 27, 2024, to continue to represent the Town in the matter for a cost not to exceed an additional \$5,000.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

five (5) Yes Carried

A motion was made by Supervisor Keding and was seconded by Councilwoman Selby by recommendation of Judge Bender and Judge Calabrese to appoint Keith Gannon as part time Court Officer, term through December 31, 2024, remaining balance of annual salary of \$6,696 that was established at reorganizational meeting.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

five (5) Yes Carried

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

The six highway workers have been busy the last six days and nights plowing. I think they have done a really good job. I feel that our Town roads in our Town of Boston are the best plowed roads in Erie County. I would like to thank Officer Miller for taking care of the car that was illegally parked on Patchin Road for over the last week. It was a real hazard; it was covered with snow, and it was just an accident waiting to happen. I talked to Officer Miller this morning and within a few hours the car was towed away.

Councilwoman Selby reported on the following:

Thanked Patti Meckes for coming out and her patience with us getting this resolution on the table. We appreciate your enthusiasm, and you know we needed to get the resolution just right. Bob, I agree with your sentiment regarding the highway. I have seen my plow guy come through and it is great to know that our roads are safe up on the hills. We hope everybody has a safe couple of days here with the upcoming snow. Please take it easy and drive safely.

Councilman Cartechine reported on the following:

Congratulations Patti and her group for dedicating yourself to a cause, it is never easy. It is nice to see that map is almost fully red. Great job and

it was our pleasure to pass that resolution tonight. Thanked Jay's manger crew, for all the folks that came out to set up the manger scene on Saturday morning. It was a real boost to my spirit, my Thanksgiving holiday was cut short due to the weather, we returned early Friday morning to avoid the storm. I was a little bummed not spending time with family in Ohio. Coincidentally the snow stopped long enough for us to put everything up. Thanks Jay for hosting, organizing the hard work, it was a great way to kick off the holiday season. Thanked the Colden Fire Company for hosting our Chief's meeting. It was a lengthy meeting, but there was a lot to discuss. Thanks Congressman Langworthy's office for providing guidance and direction, all of our fire companies are applying for grants, which will be helpful to that process.

Councilwoman Lucachik reported on the following:

There is a Planning Board meeting scheduled for December 10th at 7:30 pm. There are a couple of applicants, just to follow-up from the last meeting.

Councilwoman Martin Reported on the following:

Nothing to report.

Town Clerk Quinlan reported on the following:

Town of Boston Christmas Sharing Tree is up and decorated in the foyer. There are 20 children's names with 3 tags each. If anyone is interested, please take a tag, buy a gift and return the wrapped gift with the tag attached to my office by December 13th or December 16th. Thank you to everyone that fulfilled the first group of tags for the 10 children from Bread of Life Outreach. Boston Lions Club collects toys for children for Christmas. The collection boxes are at Three Girls, Evans Bank, and Rucker Lumber until Thursday December 19th. HEAP Outreach and SNAP has been scheduled for Wednesday December 11th from 10 am to 2 pm in the Town Hall Court Room.

Supervisor Keding reported on the following:

Just received notice from the Superintendent at HCS that Hamburg Schools have a snow day tomorrow. The Comprehensive Plan was just sent out to all the committee members. We are officially on the last few legs of our Comprehensive Plan update. There is a lot of great information. I touched base on this at the last meeting. Some of our small businesses here in the community have started to see what was in there and the feedback was fantastic. I am glad that the community came to put this together. It is over a 200-page document, so it is a lengthy read. I am looking forward to the document

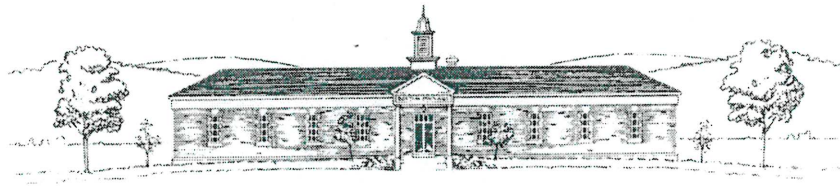
being adopted. Hopefully it will open some funding opportunities for the Town, either State or Federal funding back in for some of these projects. Town hall entryway, I apologize. I know this has taken a long time, but we are trying to work with the vendor to get it done, and we are working with our Town Attorney on this matter. Town hall generator, nearing completion. Water projects will kick off next year. Patti, thank you, you and I have had many conversations. Patti and some of her fellow team members did attend the Erie County Water Quality Committee meeting. Please drive safe tonight, it is still snowing pretty good out there.

A motion was made by Supervisor Keding and was seconded by Councilman Cartechine to adjourn the meeting at 8:07 p.m.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		

five (5) Yes Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK



TOWN OF BOSTON

Town Board Meeting: December 18, 2024

Abstract #1 – 2024 Payables	Journal #AP-4740	\$ 23,094.42
Less Credit – A Fund	Eaton Office Supply	- \$ 34.59
		\$ 23,059.83

Total Payables Due

\$ 23,059.83

Breakout by Fund:

General (A) Fund:	\$ 17,206.90
Highway (DB) Fund:	\$ 1,487.47
Lighting (L30) Fund:	\$ 1,448.42
Fire (SF) Fund:	\$ 55.00
Ambulance (SM) Fund:	\$ 270.04
Refuse & Garbage (SG) Fund:	\$ -
Water Funds:	\$ -
Trust & Agency (TA):	\$ -
Capital Projects (H):	\$ 2,592.00

Total expenses submitted for approval:

\$ 23,059.83

TOWN HALL, 8500 BOSTON STATE ROAD, BOSTON, NEW YORK 14025
PHONE: (716) 941-6113 FAX: (716) 941-6116 TDD: 1-800-662-1220

The Town of Boston is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

December 18, 2024 - A B S T R A C T – 2024 Payables

Town of Boston Journal Proof Report Fiscal Year: 2024

Created By: epericak

Journal Number: AP - 4740		Journal Desc: AP Batch 45		Journal Date: 12/18/2024	Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	12/18/2024	Fund A00 AP Account	\$0.00	\$17,206.90	\$0.00	92
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2024-11-01 November 2024 - Justice Court Funds to State/County	12/18/2024	Vendor#: 178	\$3,206.50	\$0.00	\$0.00	73
A00-1110-4000-0000	TOWN JUSTICE-CONTR	James Lembke 12/2/2024 Substitute Court Officer (2 hrs @ \$30/hr)	12/18/2024	Vendor#: 1985	\$60.00	\$0.00	\$0.00	47
A00-1110-4000-0000	TOWN JUSTICE-CONTR	James Lembke 12/9/24 Substitute Court Officer (2.5 hrs @ \$30/hr)	12/18/2024	Vendor#: 1985	\$75.00	\$0.00	\$0.00	34
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 12/10/2024 Reimb. Mileage for Deposits to Evans Bank (Round Trip 6 Miles x \$0.67/mile x 9 trips) - 11/5, 11/12, 11/15, 11/19, 11/22, 11/26, 12/3, 12/6, 12/10	12/18/2024	Vendor#: 1938	\$36.18	\$0.00	\$0.00	85
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Amazon Capital Services 1TL4-RMPC-G9N1 Court - Colored paper, Envelopes, Paper Clips, Wall Calendar, S&H	12/18/2024	Vendor#: 2003	\$52.75	\$0.00	\$0.00	86
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 173D-VPM4-KX9H Buildings - Winterizing Sprinkler System, Tissues / Supervisor-Calendar, paper shredder sheets / Nutrition - Cleaner / Bldgs Eqpt - Storage Cabinet / Cen. Comm - Battery Back-Up	12/18/2024	Vendor#: 2003	\$20.98	\$0.00	\$0.00	12
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV1229045 Town Clerk - Embosser (2)	12/18/2024	Vendor#: 1320	\$69.18	\$0.00	\$0.00	16
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. CM180112 Town Clerk - RETURN - Embosser from Inv #PINV1229045	12/18/2024	Vendor#: 1320	\$0.00	\$34.59	\$0.00	71
A00-1410-0401-0000	TOWN CLERK- CONTR	SANDRA L. QUINLAN 12/10/2024 ECTCTCA Monthly Meeting - 12/10/24 + Mileage (28 miles x \$0.67)	12/18/2024	Vendor#: 1437	\$64.76	\$0.00	\$0.00	72
A00-1620-0200-0000	BUILDINGS- EQUIP	Amazon Capital Services 173D-VPM4-KX9H Buildings - Winterizing Sprinkler System, Tissues / Supervisor-Calendar, paper shredder sheets / Nutrition - Cleaner / Bldgs Eqpt - Storage Cabinet / Cen. Comm - Battery Back-Up	12/18/2024	Vendor#: 2003	\$217.99	\$0.00	\$0.00	15
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 2024 Adj - Acct. #60612237-7 Acct. #60612237-7 - Town Hall Fire Hydrant Adjustment	12/18/2024	Vendor#: 96	\$232.00	\$0.00	\$0.00	50

**Town of Boston
Journal Proof Report
Fiscal Year: 2024**

Created By: epericak

Journal Number: AP - 4740		Journal Desc: AP Batch 45		Journal Date: 12/18/2024		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Nov. 2024 BLDG Acct. #1475 - Invoice #'s 184849, 184851, 184883, 184913	12/18/2024	Vendor#: 24	\$323.80	\$0.00	\$0.00		43
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Nov. 2024 BLDG Acct. #1475 - Invoice #'s 184849, 184851, 184883, 184913	12/18/2024	Vendor#: 24	\$11.99	\$0.00	\$0.00		44
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Nov. 2024 BLDG Acct. #1475 - Invoice #'s 184849, 184851, 184883, 184913	12/18/2024	Vendor#: 24	\$5.49	\$0.00	\$0.00		45
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Nov. 2024 BLDG Acct. #1475 - Invoice #'s 184849, 184851, 184883, 184913	12/18/2024	Vendor#: 24	\$45.93	\$0.00	\$0.00		46
A00-1620-0400-0000	BUILDINGS- CONTR	John W. Danforth Company SCHED0041790 Semi-Annual Maintenance Agreement (11/1/24 - 4/30/25)	12/18/2024	Vendor#: 1897	\$2,140.00	\$0.00	\$0.00		74
A00-1620-0400-0000	BUILDINGS- CONTR	BISON ELEVATOR SERVICE 112551 Preventive Maintenance on Elevator (Dec. 2024 - Feb. 2025)	12/18/2024	Vendor#: 261	\$443.48	\$0.00	\$0.00		17
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4214087806 Town Hall - (1) Mat - Community Room	12/18/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00		18
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 173D- VPM4-KX9H Buildings - Winterizing Sprinkler System, Tissues / Supervisor-Calendar, paper shredder sheets / Nutrition - Cleaner / Bldgs Eqpt - Storage Cabinet / Cen. Comm - Battery Back-Up	12/18/2024	Vendor#: 2003	\$37.48	\$0.00	\$0.00		11
A00-1620-0400-0000	BUILDINGS- CONTR	A Village Locksmith 5132670 (18) Double Sided keys	12/18/2024	Vendor#: 1617	\$57.96	\$0.00	\$0.00		8
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 421259506 Town Hall - (1) Mat - Community Room	12/18/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00		20
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4211149263 Town Hall - (1) Mat - Community Room	12/18/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00		21
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 12/2024 - Acct. #3237465 08 Acct. #3237465 08 - Town Hall - December 2024 (540 CCF)	12/18/2024	Vendor#: 726	\$164.55	\$0.00	\$0.00		36
A00-1620-0400-0000	BUILDINGS- CONTR	HAMBURG OVERHEAD DOOR, INC. 526596 Repair to EMS Garage Door	12/18/2024	Vendor#: 20	\$190.00	\$0.00	\$0.00		38
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213304951 Town Hall - (13) Mats, Cleaning Supplies, & Toilet Paper	12/18/2024	Vendor#: 1758	\$200.32	\$0.00	\$0.00		23
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213304951 Town Hall - (13) Mats, Cleaning Supplies, & Toilet Paper	12/18/2024	Vendor#: 1758	\$19.54	\$0.00	\$0.00		24

**Town of Boston
Journal Proof Report
Fiscal Year: 2024**

Created By: epericak

Journal Number: AP - 4740		Journal Desc: AP Batch 45		Journal Date: 12/18/2024		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213304951 Town Hall - (13) Mats, Cleaning Supplies, & Toilet Paper	12/18/2024	Vendor#: 1758	\$64.84	\$0.00	\$0.00	25	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213305135 Town Hall - (1) Mat, Cleaning Supplies, Urinal Mats	12/18/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00	28	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213305135 Town Hall - (1) Mat, Cleaning Supplies, Urinal Mats	12/18/2024	Vendor#: 1758	\$43.60	\$0.00	\$0.00	29	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4213305135 Town Hall - (1) Mat, Cleaning Supplies, Urinal Mats	12/18/2024	Vendor#: 1758	\$205.00	\$0.00	\$0.00	30	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4212592506 Town Hall - (1) Mat - Community Room	12/18/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00	31	
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 6100070520 Cell Phones for Town - November 2024	12/18/2024	Vendor#: 53	\$31.25	\$0.00	\$0.00	77	
A00-1620-0400-0000	BUILDINGS- CONTR	NRG Business Marketing HS44588287 Acct. #974809-972543 - National Fuel Gas Supply (Nov 2024)	12/18/2024	Vendor#: 2103	\$288.47	\$0.00	\$0.00	80	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 12/24 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (12120 kwh)	12/18/2024	Vendor#: 37	\$651.54	\$0.00	\$0.00	91	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NRG Business Marketing HS44588287 Acct. #974809-972543 - National Fuel Gas Supply (Nov 2024)	12/18/2024	Vendor#: 2103	\$95.07	\$0.00	\$0.00	82	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NATIONAL FUEL 12/2024 - Acct. #6897553 08 Acct. #6897553 08 - Boys & Girls Club - December 2024 (178 CCF)	12/18/2024	Vendor#: 726	\$47.17	\$0.00	\$0.00	37	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4213305082 Trooper Barracks - (16) Mats	12/18/2024	Vendor#: 1758	\$126.51	\$0.00	\$0.00	22	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	A Village Locksmith 5132663 Trooper Barracks - Spring latch on employee entrance door	12/18/2024	Vendor#: 1617	\$240.00	\$0.00	\$0.00	7	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Amazon Capital Services 173D-VPM4-KX9H Buildings - Winterizing Sprinkler System, Tissues / Supervisor-Calendar, paper shredder sheets / Nutrition - Cleaner / Bldgs Eqpt - Storage Cabinet / Cen. Comm - Battery Back-Up	12/18/2024	Vendor#: 2003	\$53.95	\$0.00	\$0.00	14	
A00-1910-0000-0000	UNALLOCATED INSURANCE	Arthur J. Gallagher Risk Management Services, LLC 5383415 Policy Change - Add 2023 International Dump Truck to policy #MCATBOS-0000001-24	12/18/2024	Vendor#: 2113	\$181.00	\$0.00	\$0.00	6	
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	Rotella Grant Management 12012024 December 2024 - Grant Writing Services	12/18/2024	Vendor#: 2056	\$1,800.00	\$0.00	\$0.00	88	

**Town of Boston
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Fiscal Year: 2024**

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 12/24 - Acct. #1001-9307-296 Acct. #1001-9307-296 - Boston Colden Signal (11 kwh)	12/18/2024	Vendor#: 37	\$24.07	\$0.00	\$0.00	90	
A00-3510-0400-0000	DOG CONTROL- CONTR	VERIZON WIRELESS 6100070520 Cell Phones for Town - November 2024	12/18/2024	Vendor#: 53	\$31.25	\$0.00	\$0.00	76	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 6100070520 Cell Phones for Town - November 2024	12/18/2024	Vendor#: 53	\$31.25	\$0.00	\$0.00	75	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Amazon Capital Services 1Q9K-FF6X-LFJV Highway Super - Black Toner Cartridge	12/18/2024	Vendor#: 2003	\$71.74	\$0.00	\$0.00	66	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 6100070520 Cell Phones for Town - November 2024	12/18/2024	Vendor#: 53	\$31.25	\$0.00	\$0.00	78	
A00-5132-0400-0000	GARAGE-CONTR	NRG Business Marketing HS44588287 Acct. #974809-972543 - National Fuel Gas Supply (Nov 2024)	12/18/2024	Vendor#: 2103	\$603.62	\$0.00	\$0.00	79	
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 12/24 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway Barn (3540 kwh)	12/18/2024	Vendor#: 37	\$242.64	\$0.00	\$0.00	89	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4213612475 Highway - Uniforms	12/18/2024	Vendor#: 1758	\$65.84	\$0.00	\$0.00	57	
A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 12/2024 - Acct. #3237464 10 Acct. #3237464 10 - Highway Garage - December 2024 (1130 CCF)	12/18/2024	Vendor#: 726	\$295.18	\$0.00	\$0.00	49	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4212852834 Highway - Uniforms	12/18/2024	Vendor#: 1758	\$65.84	\$0.00	\$0.00	19	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4213305053 Highway - (7) Mats, (660) Shop Towels	12/18/2024	Vendor#: 1758	\$96.33	\$0.00	\$0.00	26	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4213305053 Highway - (7) Mats, (660) Shop Towels	12/18/2024	Vendor#: 1758	\$108.72	\$0.00	\$0.00	27	
A00-5182-0400-0000	STREET LIGHTING-CONTR	Constellation NewEnergy, Inc. 69735122401 Acct. #15446180 - NYSEG Energy Supply - 219 Lights (11/24) 274 kwh	12/18/2024	Vendor#: 2100	\$21.32	\$0.00	\$0.00	39	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 11/24 - Acct. #1005-2715-660 Acct. #1005-2715-660 - 219 Lights (274 kwh)	12/18/2024	Vendor#: 37	\$22.61	\$0.00	\$0.00	55	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 11/24 - Acct. #1001-3627-434 Acct. #1001-3627-434 - St. Light, Entire R3 (3486 kwh)	12/18/2024	Vendor#: 37	\$1,716.43	\$0.00	\$0.00	51	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 11/24 - Acct. #1001-3627-426 Acct. #1001-3627-426 - St. Light Entire R2 (1454 kwh)	12/18/2024	Vendor#: 37	\$134.23	\$0.00	\$0.00	52	
A00-5182-0400-0000	STREET LIGHTING-CONTR	Constellation NewEnergy, Inc. 69735002701 Acct. #15446176 - NYSEG Energy Supply - St. Light, Entire R2 (11/24) 1454 kwh	12/18/2024	Vendor#: 2100	\$113.15	\$0.00	\$0.00	41	

**Town of Boston
Journal Proof Report
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Journal Number: AP - 4740		Journal Desc: AP Batch 45		Journal Date: 12/18/2024		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-5182-0400-0000	STREET LIGHTING-CONTR	Constellation NewEnergy, Inc. 69735004101 Acct. #15446169 - NYSEG Energy Supply - St. Light, Entire R3 (11/24) 3486 kwh	12/18/2024	Vendor#: 2100	\$271.27	\$0.00	\$0.00		42
A00-6410-0400-0000	PUBLICITY-CONTR	Springville Journal 215820 PH Notice - Moratorium/Battery Storage (11/21/24) + Affidavit Fee	12/18/2024	Vendor#: 1869	\$53.24	\$0.00	\$0.00		48
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	Amazon Capital Services 173D-VPM4-KX9H Buildings - Winterizing Sprinkler System, Tissues / Supervisor-Calendar, paper shredder sheets / Nutrition - Cleaner / Bldgs Eqpt - Storage Cabinet / Cen. Comm - Battery Back-Up	12/18/2024	Vendor#: 2003	\$13.24	\$0.00	\$0.00		13
A00-7110-0400-0000	PARKS- CONTR	RUCKER LUMBER INC. Parks Acct. - Nov. 2024 Parks Acct. #1480 - Invoice #'s 184938, 184993, 184996	12/18/2024	Vendor#: 24	\$78.29	\$0.00	\$0.00		67
A00-7110-0400-0000	PARKS- CONTR	RUCKER LUMBER INC. Parks Acct. - Nov. 2024 Parks Acct. #1480 - Invoice #'s 184938, 184993, 184996	12/18/2024	Vendor#: 24	\$75.97	\$0.00	\$0.00		68
A00-7550-0400-0000	CELEBRATIONS- CONTR	RUCKER LUMBER INC. Parks Acct. - Nov. 2024 Parks Acct. #1480 - Invoice #'s 184938, 184993, 184996	12/18/2024	Vendor#: 24	\$8.99	\$0.00	\$0.00		69
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 11/2024 - 12/2024 November - December 2024 Reimbursements	12/18/2024	Vendor#: 595	\$66.24	\$0.00	\$0.00		1
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 11/2024 - 12/2024 November - December 2024 Reimbursements	12/18/2024	Vendor#: 595	\$150.00	\$0.00	\$0.00		2
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 11/2024 - 12/2024 November - December 2024 Reimbursements	12/18/2024	Vendor#: 595	\$1,095.00	\$0.00	\$0.00		3
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 11/2024 - 12/2024 November - December 2024 Reimbursements	12/18/2024	Vendor#: 595	\$92.00	\$0.00	\$0.00		4
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 11/2024 - 12/2024 November - December 2024 Reimbursements	12/18/2024	Vendor#: 595	\$12.64	\$0.00	\$0.00		5
A00-8710-0400-0000	CONSERVATION- CONTR	Amazon Capital Services 1TPG-7DKT-WCX4 CAC - Prizes for Events (fishing box)	12/18/2024	Vendor#: 2003	\$19.99	\$0.00	\$0.00		9
A00-8710-0400-0000	CONSERVATION- CONTR	Amazon Capital Services 1TXY-MND6-KD1K CAC - Prizes for Events (Kids Hammock)	12/18/2024	Vendor#: 2003	\$21.37	\$0.00	\$0.00		10
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	12/18/2024	Fund DB0 AP Account	\$0.00	\$1,487.47	\$0.00		96
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Oct 2024 - HWY Stmt. HWY Acct. #1961772 - Invoice #'s 285415, 285541	12/18/2024	Vendor#: 204	\$62.06	\$0.00	\$0.00		83

**Town of Boston
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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Oct 2024 - HWY Stmt. HWY Acct. #1961772 - Invoice #'s 285415, 285541	12/18/2024	Vendor#: 204	\$11.90	\$0.00	\$0.00	84
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Power Steering Seals 28326 Sheppard 292 Series 6 Steering Gear Seal Kit	12/18/2024	Vendor#: 2114	\$69.92	\$0.00	\$0.00	70
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 137214 Motor Solenoid for power unit w/ black plastic housing	12/18/2024	Vendor#: 134	\$45.50	\$0.00	\$0.00	58
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 137296 Seal output for gearbox, insert, jaw coupling	12/18/2024	Vendor#: 134	\$102.22	\$0.00	\$0.00	59
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 137306 7/16 roll pin, air tailgate cylinder	12/18/2024	Vendor#: 134	\$4.00	\$0.00	\$0.00	60
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 137306 7/16 roll pin, air tailgate cylinder	12/18/2024	Vendor#: 134	\$104.95	\$0.00	\$0.00	61
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 137331 Nose Shoe (cast)	12/18/2024	Vendor#: 134	\$100.15	\$0.00	\$0.00	62
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 11203 Hydraulic Fittings, 45° Degree Hydraulic Crimp Fitting, Two Wire Hose, Hose Wrap, Mfg Hose - for John Deere 5100	12/18/2024	Vendor#: 1988	\$766.52	\$0.00	\$0.00	63
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Guis Ace Hardware 28834/7 Rust Preventive Paint (RSTP IE OB) - 2 Quarts	12/18/2024	Vendor#: 2008	\$34.88	\$0.00	\$0.00	56
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 13303 Abrasive sand for winter (37.45 tons)	12/18/2024	Vendor#: 212	\$92.76	\$0.00	\$0.00	64
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 13303 Abrasive sand for winter (37.45 tons)	12/18/2024	Vendor#: 212	\$92.61	\$0.00	\$0.00	65
H05-0600-0000-0000	ACCOUNTS PAYABLE	Fund H05 AP Account	12/18/2024	Fund H05 AP Account	\$0.00	\$2,592.00	\$0.00	97
H05-8020-0200-0000	COMPREHENSIVE PLAN UPDATE	CPL 104817 Project #R23.00231.00 - Comp Plan Update - Services Ending 11/22/24	12/18/2024	Vendor#: 1918	\$2,592.00	\$0.00	\$0.00	87
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	12/18/2024	Fund L30 AP Account	\$0.00	\$1,448.42	\$0.00	93
L30-5182-0401-0000	CONTRACTS	NYSEG 11/24 - Acct. #1001-3627-418 Acct. #1001-3627-418 - St. Light Dist. 1, R3 (2264 kwh)	12/18/2024	Vendor#: 37	\$1,176.13	\$0.00	\$0.00	53
L30-5182-0401-0000	CONTRACTS	NYSEG 11/24 - Acct. #1001-3627-400 Acct. #1001-3627-400 - St. Light Dist. 1, R2 (453 kwh)	12/18/2024	Vendor#: 37	\$60.85	\$0.00	\$0.00	54

December 18, 2024 - A B S T R A C T – 2024 Payables

Town of Boston Journal Proof Report Fiscal Year: 2024

Created By: epericak

Journal Number: AP - 4740		Journal Desc: AP Batch 45		Journal Date: 12/18/2024		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCILIQ	Seq #	
L30-5182-0401-0000	CONTRACTS	Constellation NewEnergy, Inc. 69735001001 Acct. #15446174 - NYSEG Energy Supply - St. Light Dist. 1, R3 (11/24) 2264 kwh	12/18/2024	Vendor#: 2100	\$176.18	\$0.00	\$0.00	40	
L30-5182-0401-0000	CONTRACTS	Constellation NewEnergy, Inc. 69764999701 Acct. #15446172 - NYSEG Energy Supply - St. Light Dist. 1, R2 (11/24) 453 kwh	12/18/2024	Vendor#: 2100	\$35.26	\$0.00	\$0.00	32	
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	12/18/2024	Fund SF0 AP Account	\$0.00	\$55.00	\$0.00	94	
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 527573 Boston Fire Dept. - Physical (11/27/24)	12/18/2024	Vendor#: 1499	\$55.00	\$0.00	\$0.00	33	
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	12/18/2024	Fund SM0 AP Account	\$0.00	\$270.04	\$0.00	95	
SM0-4540-0400-0000	CONTRACTUAL	NRG Business Marketing HS44588287 Acct. #974809-972543 - National Fuel Gas Supply (Nov 2024)	12/18/2024	Vendor#: 2103	\$166.65	\$0.00	\$0.00	81	
SM0-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 12/2024 - Acct. #3237466 06 Acct. #3237466 06 - EMS Building - December 2024 (312 CCF)	12/18/2024	Vendor#: 726	\$103.39	\$0.00	\$0.00	35	
Total Number of 97 Transactions			No Errors		<u>\$23,094.42</u>	<u>\$23,094.42</u>	<u>\$0.00</u>		

AP - 4740 Summary By Fund Number

Fund	Debit	Credit	ENCILIQ
A00	\$17,241.49	\$17,241.49	\$0.00
DB0	\$1,487.47	\$1,487.47	\$0.00
H05	\$2,592.00	\$2,592.00	\$0.00
L30	\$1,448.42	\$1,448.42	\$0.00
SF0	\$55.00	\$55.00	\$0.00
SM0	\$270.04	\$270.04	\$0.00
Total	\$23,094.42	\$23,094.42	\$0.00

TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

NOVEMBER, 2024

TO THE SUPERVISOR:

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Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255

<u>12</u>	DECALS	<u>65.99</u>
<u>1</u>	MARRIAGE LICENSES NO. 24021 TO 24021	<u>17.50</u>
<u>4</u>	PHOTOCOPIES	<u>1.00</u>
<u>18</u>	DEATH CERTIFICATES	<u>180.00</u>
<u>9</u>	FAXES	<u>2.25</u>

TOTAL TOWN CLERK FEES

266.74

A2544

<u>24</u>	DOG LICENSES	<u>212.00</u>
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TOTAL A2544

212.00

A2555

<u>17</u>	BUILDING PERMITS	<u>2,910.00</u>
<u>1</u>	CERTIFICATE OF OCCUPANCY	<u>50.00</u>
<u>2</u>	PLANNING BD SUB DIV REV	<u>400.00</u>
<u>1</u>	PUBLIC HEARING FEE	<u>100.00</u>
<u>1</u>	CERT OF ZONING COMPLIANC	<u>200.00</u>

TOTAL A2555

3,660.00

SR2130

<u>2</u>	REFUSE & GARBAGE	<u>344.15</u>
<u>37</u>	WM BAG STICKER	<u>111.00</u>

TOTAL SR2130

455.15

TOWN CLERK'S MONTHLY REPORT

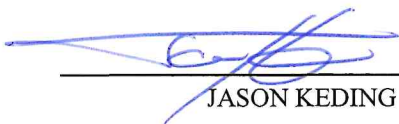
NOVEMBER, 2024

page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	4,138.74
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	455.15
PAID TO NYSDEC FOR DECALS	1,131.01
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	28.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
TOTAL DISBURSEMENTS	5,775.40

DECEMBER 2, 2024


_____, SUPERVISOR
JASON KEDING *Dec 9th 2024*

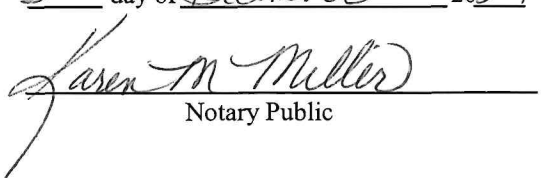
STATE OF NEW YORK, COUNTY OF ERIE, TOWN OF BOSTON

I, SANDRA QUINLAN, being duly sworn, says that I am the Clerk of the TOWN OF BOSTON that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and sworn to before me this



Town Clerk

5th day of *December* 20*24*


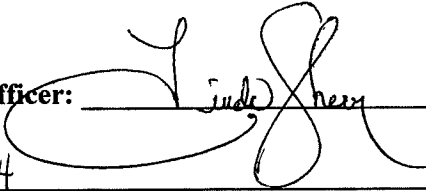
Notary Public

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01MI6385215
Qualified in Erie County
Commission Expires 12-31-20*26*

TOWN OF BOSTON DOG CONTROL OFFICER REPORT

Month of : November 2024

<u>Dates of Month</u>	1st Week	2nd Week	3rd Week	4th Week	TOTALS
	1st - 7th	8th - 14th	15th - 21st	22nd - 31st	
Phone Calls Received	2	3	0	2	7
Phone Calls Returned	2	3	0	2	7
# of alive dogs picked up	0	0	0	0	0
# of dead dogs picked up	0	0	0	0	0
# of dogs released to owner	0	0	0	0	0
# of dogs euthenized	0	0	0	0	0
# of dogs adopted	0	0	0	0	0
# of dogs impounded	0	0	0	0	0

Signature of Dog Controll Officer: 

Date Submitted: 12-4-24

END OF MONTH REPORT - NOVEMBER 2024

MONTH	PERMIT #	PERMIT FEE	STRUCTURE VALUE	NAME	LOCATION	ACTION COMPLETED
11/6/2024	B24-148	\$135.00	N/A	SIBIGA PROPERTIES		SIGN
11/7/2024	B24-149	\$75.00	\$8,200.00	DAVE BRITTON		PATIO COVER
11/8/2024	B24-150	\$269.00	\$25,000.00	JAY & AIMEE SYCH		RESIDENTIAL ADDITION
11/7/2024	B24-151	\$100.00	\$200,000.00	ZACH & ZENIA MUNGER		RESIDENTIAL ALTERATION
11/14/2024	B24-152	\$150.00	N/A	DEANNA DRIVE LLC.		SUBDIVISION SIGN
11/12/2024	B24-154	\$50.00	\$10,500.00	NICHOLAS ROMANO		GENERATOR
11/12/2024	B24-155	\$0.00	\$4,000.00	MICHAEL & SARAH JOHNSTON		TOOL SHED
11/12/2024	B24-156	\$50.00	\$11,387.96	ZACH SUTTON		GENERATOR
11/14/2024	B24-157	\$486.00	\$50,000.00	MATTHEW & SARAH WITTMAYER		RESIDENTIAL ADDITION
11/21/2024	B24-158	\$75.00	N/A	LISA RANALLETTA		PATIO COVER
11/15/2024	B24-159	\$50.00	\$12,446.00	TIMOTHY & KAREN JERGE		INTERIOR DRAINAGE
11/22/2024	B24-160	\$50.00	\$12,662.95	KURT SEDLMEIER		GENERATOR
11/25/2024	B24-161	\$50.00	\$3,950.00	LISA ROOD		ELECTRIC
11/27/2024	B24-162	\$210.00	\$50,000.00	MICHAEL SCHULTZ		ACCESSORY STRUCTURE
11/27/2024	B24-165	\$1,070.00	\$250,000.00	IAN & ALEXA HUNTER		SFD W/ ATT GARAGE
11/27/2024	B24-166	\$50.00	\$450.00	DAVID SURIANI		EV CHARGER
11/18/2024	B24-59	\$40.00		ALLIANCE HOMES		PLUMBING BALANCE
11/18/2024	B24-59	\$50.00		ALLIANCE HOMES		CERTIFICATE OF OCCUPANCY

TOTAL PERMITS: 18
TOTAL FEES: \$2960.00



Town of Boston Justice Court

DEC 9 2024 AM 10:51

December 07, 2024

TOWN JUSTICES:

DEBRA K. BENDER
KYLE W. CALABRESE

COURT CLERKS:

KAREN M. MILLER
REBECCA A. NEUDECK

Mr. Jason Keding, Town Supervisor
8500 Boston State Road
Boston, NY 14025

Dear Mr. Keding:

Pursuant to Section 2019-a of the Uniform Justice Court Act, it is the duty of every justice to present her records and docket, at least once a year, to the auditing board of the town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, I hereby advise that the court's records and docket are available to be presented for such examination. I look forward to working with you to schedule such examination in an expeditious manner.

It is my understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town of Boston as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LLOI
Castleton-on-Hudson, NY 12033

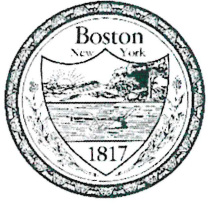
In the alternative, such materials may be sent via email to: icasazza@nycourts.gov

Thank you.

Sincerely,

Hon. Debra K. Bender
Town Justice

Cc: Hon. William Boller
Hon. Dean Puleo
Jeanine Willson



Town of Boston Justice Court

DEC 9 2024 AM 10:51

December 07, 2024

TOWN JUSTICES:

DEBRA K. BENDER
KYLE W. CALABRESE

COURT CLERKS:

KAREN M. MILLER
REBECCA A. NEUDECK

Mr. Jason Keding, Town Supervisor
8500 Boston State Road
Boston, NY 14025

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Thank you.

Sincerely,

Hon. Kyle W. Calabrese
Town Justice

Cc: Hon. William Boller
Hon. Dean Puleo
Jeanine Willson

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 01/01/2024 to 01/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Jan-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	9	9
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		17	17

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 01/01/2024 to 01/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Jan-2024	Total
EMS	EMS	43	43
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	8	8
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		53	53

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 01/01/2024 to 01/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Jan-2024	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	6	6
PRELIM	Preliminary Assignment	5	5
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	11	11
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		25	25

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 01/01/2024 to 01/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Jan-2024	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	6	6
PRELIM	Preliminary Assignment	6	6
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	4	4
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		18	18

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 02/01/2024 to 02/29/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Feb-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	4	4
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	3	3
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 02/01/2024 to 02/29/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Feb-2024	Total
EMS	EMS	38	38
EMS-AA	EMS Auto Accident	5	5
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		43	43

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 02/01/2024 to 02/29/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Feb-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		7	7

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 02/01/2024 to 02/29/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Feb-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		3	3

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 03/01/2024 to 03/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Mar-2024	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		7	7

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 03/01/2024 to 03/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Mar-2024	Total
EMS	EMS	35	35
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		39	39

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 03/01/2024 to 03/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Mar-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		6	6

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 03/01/2024 to 03/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Mar-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		4	4

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 04/01/2024 to 04/30/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Apr-2024	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		2	2

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 04/01/2024 to 04/30/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Apr-2024	Total
EMS	EMS	49	49
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		51	51

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 04/01/2024 to 04/30/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Apr-2024	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		5	5

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 04/01/2024 to 04/30/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Apr-2024	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		5	5

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 05/01/2024 to 05/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	May-2024	Total
EMS	EMS	1	1
MVA	Auto Accident	1	1
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		3	3

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 05/01/2024 to 05/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	May-2024	Total
EMS	EMS	45	45
MVA	Auto Accident	3	3
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		48	48

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 05/01/2024 to 05/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	May-2024	Total
EMS	EMS	2	2
MVA	Auto Accident	3	3
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 05/01/2024 to 05/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	May-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		1	1

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 06/01/2024 to 06/30/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Jun-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	4	4
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	3	3
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		11	11

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 06/01/2024 to 06/30/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Jun-2024	Total
EMS	EMS	45	45
MVA	Auto Accident	3	3
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		51	51

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 06/01/2024 to 06/30/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Jun-2024	Total
EMS	EMS	1	1
MVA	Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 06/01/2024 to 06/30/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Jun-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	2	2
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		6	6

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 07/01/2024 to 07/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Jul-2024	Total
EMS	EMS	48	48
MVA	Auto Accident	1	1
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		51	51

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 07/01/2024 to 07/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Jul-2024	Total
EMS	EMS	2	2
MVA	Auto Accident	1	1
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		7	7

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 07/01/2024 to 07/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Jul-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	5	5
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	4	4
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		14	14

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 07/01/2024 to 07/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Jul-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		6	6

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 08/01/2024 to 08/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Aug-2024	Total
EMS	EMS	1	1
MVA	Auto Accident	2	2
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		11	11

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 08/01/2024 to 08/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Aug-2024	Total
EMS	EMS	43	43
MVA	Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		48	48

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 08/01/2024 to 08/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Aug-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	0	0
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		9	9

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 08/01/2024 to 08/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Aug-2024	Total
EMS	EMS	1	1
MVA	Auto Accident	0	0
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 09/01/2024 to 09/30/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Sep-2024	Total
EMS	EMS	1	1
MVA	Auto Accident	1	1
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 09/01/2024 to 09/30/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Sep-2024	Total
EMS	EMS	43	43
MVA	Auto Accident	3	3
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		48	48

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 09/01/2024 to 09/30/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Sep-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	3	3
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		9	9

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 09/01/2024 to 09/30/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Sep-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		5	5

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2024 to 10/31/2024
Agency: Boston Fire Department

Code	Dispatch Call Type	Oct-2024	Total
EMS	EMS	0	0
MVA	Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2024 to 10/31/2024
Agency: Boston Emergency Squad

Code	Dispatch Call Type	Oct-2024	Total
EMS	EMS	45	45
MVA	Auto Accident	2	2
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		50	50

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2024 to 10/31/2024
Agency: North Boston Fire Department

Code	Dispatch Call Type	Oct-2024	Total
EMS	EMS	3	3
MVA	Auto Accident	1	1
FULL	Full Assignment	7	7
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		12	12

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2024 to 10/31/2024
Agency: Patchin Fire Department

Code	Dispatch Call Type	Oct-2024	Total
EMS	EMS	3	3
MVA	Auto Accident	1	1
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
Total		7	7

Town of Boston
Income Statement: 2024
For the Period Ending 11/30/24

General					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenues</i>					
A00-1001-0000-0000	REAL PROPERTY TAXES	\$ 141,559	\$ 141,559	\$ 141,559	100.00%
A00-1030-0000-0000	SPECIAL ASSESSMENTS	1,341	1,341	1,341	100.00%
A00-1090-0000-0000	INT.& PENALTIES REAL PROP.TAX	14,000	14,000	25,236	180.26%
A00-1120-0000-0000	NONPROPERTY TAX DISTRIB BY CTY	965,000	965,000	617,289	63.97%
A00-1170-0000-0000	FRANCHISES	120,000	120,000	85,606	71.34%
A00-1255-0000-0000	CLERK FEES	3,500	3,500	2,717	77.62%
A00-1550-0000-0000	DOG CONTROL FEES	200	200	200	100.00%
A00-1972-0000-0000	PROGRAM FOR AGING	1,000	1,000	994	99.35%
A00-2001-0000-0000	PARK & RECREATION INCOME	6,600	6,600	4,808	72.84%
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000	3,695	369.50%
A00-2089-0000-0000	CULTURAL & REC INCOME	-	-	-	100.00%
A00-2110-0000-0000	ZONING INCOME	2,500	2,500	3,200	128.00%
A00-2401-0000-0000	INTEREST AND EARNINGS	20,000	20,000	78,873	394.37%
A00-2410-0000-0000	RENT / REAL PROP INCOME	90,494	90,494	82,247	90.89%
A00-2420-0000-0000	NATURAL GAS LEASES & ROYALTIES	500	500	507	101.32%
A00-2530-0000-0000	GAMES OF CHANCE INCOME	-	-	526	100.00%
A00-2544-0000-0000	DOG LICENSES	4,100	4,100	6,108	148.98%
A00-2545-0000-0000	LICENSES- OTHER	300	300	300	100.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	25,000	25,000	36,218	144.87%
A00-2590-0000-0000	OTHER PERMIT INCOME	2,000	2,000	825	41.25%
A00-2610-0000-0000	FINES/FORFEITED BAIL	175,000	175,000	154,811	88.46%
A00-2665-0000-0000	SALE OF EQUIPMENT	-	-	-	100.00%
A00-2680-0000-0000	INSURANCE RECOVERIES	-	7,909	7,909	100.00%
A00-2701-0000-0000	REFUND-PRIOR YR EXPENDITURE	-	-	1,427	100.00%
A00-2705-0000-0000	GIFTS AND DONATIONS	-	7,761	7,961	102.57%
A00-2750-0000-0000	AIM-RELATED PAYMENTS	-	-	-	100.00%
A00-2770-0000-0000	OTHER UNCLASSIFIED REVENUES	-	-	50	100.00%
A00-3001-0000-0000	STATE AID - PER CAPITA	49,689	49,689	49,689	100.00%
A00-3005-0000-0000	STATE AID - MORTGAGE TAX	180,000	180,000	63,655	35.36%
A00-3089-0000-0000	STATE AID- OTHER	5,000	5,000	6,376	127.52%
A00-3809-0000-0000	GEN GOV'T GRANTS	-	-	-	100.00%
A00-3897-0000-0000	CULTURAL GRANTS	-	-	7,500	100.00%
A00-3960-0000-0000	STATE AID EMERGENCY DISASTER	-	-	-	100.00%
A00-4089-0000-0000	FEDERAL AID-OTHER	-	-	23,659	100.00%
A00-4489-0000-0000	FEDERAL AID, OTHER HEALTH	-	-	-	100.00%
A00-4910-1000-0000	FEDERAL AID - COMMUNITY DEVELOPMENT BLOCK GRANT	-	-	-	100.00%
A00-4960-0000-0000	FEDERAL AID EMERGENCY DISASTER	-	-	-	100.00%
		\$ 1,808,783	\$ 1,824,453	\$ 1,415,285	
<i>Expenditures</i>					
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 38,220	\$ 38,220	\$ 35,035	91.67%
A00-1010-4000-0000	TOWN BD-CONTR	2,000	2,000	326	16.30%
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	129,483	129,483	117,093	90.43%
A00-1110-2000-0000	JUSTICE - EQUIP	1,000	1,000	-	0.00%
A00-1110-4000-0000	TOWN JUSTICE-CONTR	5,700	5,700	2,228	39.08%
A00-1220-0100-0000	SUPERVISOR- PER SVC	169,753	169,753	141,098	83.12%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	-	0.00%
A00-1220-0400-0000	SUPERVISOR- CONTR	5,000	5,000	5,752	115.04%
A00-1320-0402-0000	SPECIAL AUDITS	20,000	20,000	5,763	28.81%
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	5,000	5,000	2,006	40.13%
A00-1321-0401-0000	ACCOUNTING FEES	5,000	5,000	3,005	60.11%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,976	3,976	3,534	88.89%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	51,700	51,700	43,281	83.72%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,000	-	0.00%
A00-1355-0401-0000	ASSESSOR- CONTR	4,255	4,255	1,548	36.37%
A00-1380-0400-0000	FISCAL AGENT- CONTRACT	10,000	10,000	6,701	67.01%
A00-1410-0100-0000	TOWN CLERK- PER SVC	116,951	116,951	101,210	86.54%
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,000	1,000	-	0.00%
A00-1410-0401-0000	TOWN CLERK- CONTR	4,000	4,000	1,621	40.52%
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	18,404	18,404	16,870	91.67%
A00-1420-0401-0000	ATTORNEY- CONTR	47,414	47,414	33,739	71.16%
A00-1430-4000-0000	PERSONNEL- CONTR	7,500	7,500	6,370	84.93%
A00-1440-0400-0000	ENGINEER- CONTR	50,000	50,000	5,570	11.14%
A00-1460-0100-0000	RECORDS MGT- PER SVC	250	250	-	0.00%
A00-1460-0200-0000	RECORDS MGT- EQUIP	-	-	-	100.00%
A00-1460-0401-0000	RECORDS MGT- CONTR	1,000	1,000	381	38.06%
A00-1620-0101-0000	BUILDINGS - PER SVC	30,558	30,558	26,942	88.17%
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	50,000	37,965	75.93%
A00-1620-0400-0000	BUILDINGS- CONTR	95,000	96,095	69,321	72.14%
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	12,000	12,000	7,394	61.62%
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	8,000	15,909	15,453	97.13%
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	15,000	15,000	7,815	52.10%
A00-1650-0200-0000	CENTR COMM- EQUIP	15,000	15,000	12,445	82.97%
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	35,000	35,000	29,340	83.83%
A00-1670-0200-0000	CENT PRINT/MAIL- EQUIP	-	-	-	100.00%
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	20,000	20,000	15,179	75.89%
A00-1910-0000-0000	UNALLOCATED INSURANCE	87,000	87,000	86,291	99.19%
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	4,300	4,300	3,550	82.56%
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	500	500	1,483	296.69%
A00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	5,000	5,000	4,598	91.95%
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	21,600	21,600	19,800	91.67%
A00-1990-0000-0000	CONTINGENT ACCOUNT	10,000	10,000	-	0.00%
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	6,000	6,000	4,364	72.73%

A00-3510-0100-0000	DOG CONTROL- PER SVC	14,968	14,968	13,721	91.67%
A00-3510-0200-0000	DOG CONTROL- EQUIP	500	500	562	112.50%
A00-3510-0400-0000	DOG CONTROL- CONTR	3,000	3,000	1,154	38.47%
A00-3620-0100-0000	SAFETY INSPECT-PER SVC	92,292	92,292	82,140	89.00%
A00-3620-0200-0000	SAFETY INSPECT- EQUIP	2,000	2,000	774	38.69%
A00-3620-0400-0000	SAFETY INSPECT- CONTR	7,000	7,000	2,648	37.83%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	99,293	99,293	88,880	89.51%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	5,000	5,000	3,268	65.36%
A00-5132-0400-0000	GARAGE-CONTR	26,000	26,000	22,084	84.94%
A00-5182-0400-0000	STREET LIGHTING-CONTR	25,000	31,695	31,966	100.85%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	5,000	5,000	3,040	60.81%
A00-6772-0200-0000	NUTRITION EQUIPMENT & CHAIRS	35,785	35,785	31,303	87.48%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	8,000	8,000	6,615	82.69%
A00-7110-0100-0000	PARKS- PER SVC	138,512	138,512	102,221	73.80%
A00-7110-0201-0000	EQUIPMENT	1,200	1,200	84,238	7019.83%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	18,408	73.63%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,840	2,840	2,525	88.89%
A00-7270-0400-0000	BAND CONCERTS- CONTR	6,000	6,000	5,692	94.87%
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	75,000	75,000	75,000	100.00%
A00-7510-0100-0000	TOWN HISTORIAN-PER SVC	4,032	4,032	3,696	91.67%
A00-7510-0401-0000	HISTORIAN- CONTR	700	700	267	38.09%
A00-7520-0200-0000	Historical Property - Capital Outlay	2,000	2,000	2,810	\$0.00
A00-7520-0400-0000	HISTORIAN PROP-CONTR	1,000	1,000	-	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	27,761	20,128	72.50%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	15,000	15,000	13,635	90.90%
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	15,000	15,000	11,203	74.69%
A00-7989-0400-0000	OTHER CULTURE/REC- CONTR	1,000	1,000	1,000	100.00%
A00-8010-0100-0000	ZONING- PER SVC	8,566	8,566	2,749	32.09%
A00-8010-0400-0000	ZONING-CONTR	7,000	7,000	1,003	14.33%
A00-8020-0100-0000	PLANNING-PER SVC	5,976	5,976	1,599	26.75%
A00-8020-0400-0000	PLANNING- CONTR	8,000	8,000	7,345	91.81%
A00-8410-0200-0000	ELECTRIC & POWER - EQUIP	5,000	5,000	9,897	197.94%
A00-8510-0400-0000	COMMUNITY BEAUTIFICATION-CONTR	250	250	-	0.00%
A00-8540-0400-0000	DRAINAGE-CONTR	2,500	2,500	-	0.00%
A00-8710-0100-0000	CONSERVATION-PER SVC	3,187	3,187	613	19.22%
A00-8710-0400-0000	CONSERVATION- CONTR	6,550	6,960	4,445	63.87%
A00-8745-0400-0000	FLOOD & EROSION CONTROL-CONTRA	2,500	2,500	-	0.00%
A00-8810-0100-0000	CEMETERY- PER SVC.	300	300	-	0.00%
A00-8810-0400-0000	CEMETERY-CONTRACTUAL	600	600	900	150.00%
A00-8989-0200-0000	OTHER HOME/COM SVC - EQUIP	-	92,941	90,941	97.85%
A00-8989-0400-0000	OTHER HOME/COM SVC-CONTR	65,000	65,000	-	0.00%
A00-9010-0800-0000	STATE RETIREMENT	97,000	97,000	22,417	23.11%
A00-9030-0800-0000	SOCIAL SECURITY	74,000	74,000	62,166	84.01%
A00-9040-0800-0000	WORKERS' COMPENSATION	18,000	18,000	17,592	97.73%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	6,000	6,000	11,527	192.12%
A00-9055-0800-0000	DISABILITY INSURANCE	1,000	1,000	538	53.78%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	85,000	85,000	54,149	63.70%
A00-9730-0600-0000	BAN PRINCIPAL	45,000	45,000	45,000	100.00%
A00-9730-0700-0000	BAN INTEREST	20,135	20,135	20,135	100.00%
A00-9901-0900-0000	Transfers to Other Funds - Interfund Transfer	-	-	134,624	100.00%
A00-9950-0900-0000	TRANSFERS TO CAPITAL PROJECTS FUND	-	-	23,659	100.00%
		\$ 2,208,250	\$ 2,325,061	\$ 2,015,349	

Highway					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
Revenue					
DB0-1001-0000-0000	REAL PROPERTY TAX	\$ 864,103	\$ 864,103	\$ 864,103	100.00%
DB0-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY	275,000	275,000	275,000	100.00%
DB0-2401-0000-0000	INTEREST AND EARNINGS	8,000	8,000	56,751	709.39%
DB0-2650-0000-0000	SALE OF SCRAP	-	-	685	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT	-	-	-	100.00%
DB0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
DB0-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES	-	-	-	100.00%
DB0-2709-0000-0000	EMPLOYEES CONTRIBUTIONS	-	-	-	100.00%
DB0-2770-0000-0000	OTHER UNCLASSIFIED	-	-	-	100.00%
DB0-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS	1,500	1,500	1,157	77.16%
DB0-2801-0000-0000	INTERFUND REVENUES	65,000	65,000	-	0.00%
DB0-3501-0000-0000	STATE AID	193,346	193,346	-	0.00%
		\$ 1,406,949	\$ 1,406,949	\$ 1,197,696	
Expenditure					
DB0-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
DB0-5110-0100-0000	GENERAL REPAIRS-PER SVC	238,851	238,851	295,771	123.83%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	203,647	312,201	153.31%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	60,000	60,000	29,028	48.38%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	30,000	30,000	28,367	94.56%
DB0-5112-0200-0000	CAPITAL OUTLAY	193,346	193,346	-	0.00%
DB0-5130-0200-0000	MACHINERY- EQUIPMENT	200,500	371,761	5,400	1.45%
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	65,000	67,367	38,544	57.22%
DB0-5140-0100-0000	BRUSH & WEEDS-PER SVC (General Fund to Reimb)	31,913	31,913	29,364	92.01%
DB0-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL	5,000	5,000	6,000	120.00%
DB0-5142-0100-0000	SNOW REMOVAL-PER SVC	203,946	203,946	98,591	48.34%
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	130,695	130,695	70,207	53.72%
DB0-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS	-	-	-	100.00%
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	-	-	-	100.00%
DB0-9010-0800-0000	STATE RETIREMENT	57,000	57,000	12,609	22.12%
DB0-9030-0800-0000	SOCIAL SECURITY	37,000	37,000	31,729	85.75%
DB0-9040-0800-0000	WORKERS' COMPENSATION	39,000	39,000	37,134	95.22%
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	85,000	85,000	52,022	61.20%
		\$ 1,580,898	\$ 1,754,526	\$ 1,046,968	

Water #1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HA0-1001-0000-0000	REAL PROPERTY TAX	\$ 116,409	\$ 116,409	\$ 116,409	100.00%
HA0-2401-0000-0000	INTEREST EARNINGS	350	350	6,628	1893.66%
HA0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
		\$ 116,759	\$ 116,759	\$ 123,037	
<i>Expenditure</i>					
HA0-8340-0400-0000	CONTRACTUAL	\$ 100,333	\$ 100,333	\$ 29,909	29.81%
HA0-9730-0600-0000	BAN'S- PRINCIPAL	6,088	6,088	-	0.00%
HA0-9730-0700-0000	BAN'S- INTEREST	10,338	10,338	-	0.00%
		\$ 116,759	\$ 116,759	\$ 29,909	

Water #2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HBO-1001-0000-0000	REAL PROPERTY TAX	\$ 51,589	\$ 51,589	\$ 51,589	100.00%
HBO-2401-0000-0000	INTEREST & EARNINGS	600	600	4,324	720.71%
		\$ 52,189	\$ 52,189	\$ 55,913	
<i>Expenditure</i>					
HBO-8340-0400-0000	CONTRACTUAL	\$ 33,642	\$ 33,642	\$ 13,025	38.72%
HBO-9730-0600-0000	BAN'S - PRINCIPAL	6,874	6,874	-	0.00%
HBO-9730-0700-0000	BAN INTEREST	11,673	11,673	-	0.00%
		\$ 52,189	\$ 52,189	\$ 13,025	

Water #3					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HCO-1001-0000-0000	REAL PROPERTY TAX	\$ 261,334	\$ 261,334	\$ 262,030	100.27%
HCO-2401-0000-0000	INTEREST AND EARNINGS	3,000	3,000	24,691	823.05%
		\$ 264,334	\$ 264,334	\$ 286,721	
<i>Expenditure</i>					
HCO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
HCO-8340-0400-0000	CONTRACTUAL	17,045	17,045	17,045	100.00%
HCO-9730-0600-0000	BAN'S- PRINCIPAL	132,649	132,649	120,500	90.84%
HCO-9730-0700-0000	BAN INTEREST	129,355	129,355	108,139	83.60%
		\$ 279,049	\$ 279,049	\$ 245,683	

Water Ext 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HDO-1001-0000-0000	REAL PROPERTY TAX	\$ 3,012	\$ 3,012	\$ 3,012	100.00%
HDO-2401-0000-0000	INTEREST AND EARNINGS	300	300	1,715	571.56%
		\$ 3,312	\$ 3,312	\$ 4,727	
<i>Expenditure</i>					
HDO-8340-0400-0000	CONTRACTS	\$ 3,031	\$ 3,031	\$ 687	22.67%
HDO-9730-0600-0000	BAN'S - PRINCIPAL	104	104	-	0.00%
HDO-9730-0700-0000	BAN'S - INTEREST	177	177	-	0.00%
		\$ 3,312	\$ 3,312	\$ 687	

Water Ext 2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HE0-1001-0000-0000	REAL PROPERTY TAX	\$ 29,383	\$ 29,383	\$ 29,383	100.00%
HE0-2401-0000-0000	INTEREST AND EARNINGS	400	400	4,807	1201.81%
		\$ 29,783	\$ 29,783	\$ 34,190	
<i>Expenditure</i>					
HE0-1930-0000-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
HE0-8340-0400-0000	CONTRACTUAL	27,087	27,087	-	0.00%
HE0-9730-0600-0000	BAN- PRINCIPLE	999	999	-	0.00%
HE0-9730-0700-0000	BAN INTEREST	1,697	1,697	-	0.00%
		\$ 29,783	\$ 29,783	\$ -	

Water #3 Ext. 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HF0-1001-0000-0000	REAL PROPERTY TAX	\$ 10,978	\$ 10,978	\$ 10,978	100.00%
HF0-2401-0000-0000	INTEREST AND EARNINGS	200	200	1,237	618.54%
		\$ 11,178	\$ 11,178	\$ 12,215	
<i>Expenditure</i>					
HF0-8340-0400-0000	CONTRACTUAL	\$ 1,791	\$ 1,791	\$ -	0.00%
HF0-9730-0600-0000	PRINC PMTS- BANS	6,829	6,829	6,250	91.52%
HF0-9730-0700-0000	INTEREST PMTS. BANS	2,558	2,558	1,575	61.57%
		\$ 11,178	\$ 11,178	\$ 7,825	

Lighting					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
L30-1001-0000-0000	REAL PROPERTY TAX	\$ 11,268	\$ 11,268	\$ 11,268	100.00%
L30-2401-0000-0000	INTEREST AND EARNINGS	100	100	769	769.44%
		\$ 11,368	\$ 11,368	\$ 12,037	
<i>Expenditure</i>					
L30-5182-0401-0000	CONTRACTS	\$ 14,051	\$ 14,051	\$ 15,187	108.08%
		\$ 14,051	\$ 14,051	\$ 15,187	

Fire					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SFO-1001-0000-0000	REAL PROPERTY TAX	\$ 809,049	\$ 809,049	\$ 809,049	100.00%
SFO-1120-0000-0000	NONPROPERTY TAX DIST	150,000	150,000	150,000	100.00%
SFO-2401-0000-0000	INTEREST EARNINGS	4,000	4,000	18,616	465.41%
SFO-5031-0000-0000	INTERFUND TRANSFERS	-	-	134,624	100.00%
		\$ 963,049	\$ 963,049	\$ 1,112,289	
<i>Expenditure</i>					
SFO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
SFO-3410-0401-0000	CONTRACTS	686,035	686,035	689,015	100.43%
SFO-9025-0400-0000	SERVICE AWARDS PROGRAM - Cont.	-	-	5,134	100.00%
SFO-9025-0800-0000	SERVICE AWARDS PROGRAM	300,000	434,624	434,624	100.00%
SFO-9040-0800-0000	WORKERS COMP INSURANCE	15,000	15,000	14,020	93.47%
		\$ 1,001,035	\$ 1,135,659	\$ 1,142,793	

Refuse					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SG0-1001-0000-0000	REAL PROPERTY TAX	\$ 943,773	\$ 943,773	\$ 943,773	100.00%
SG0-2130-0000-0000	REFUSE AND GARBAGE CHARGES	1,400	1,400	2,734	195.29%
SG0-2401-0000-0000	INTEREST EARNINGS	2,000	2,000	19,661	983.04%
		\$ 947,173	\$ 947,173	\$ 966,168	
<i>Expenditure</i>					
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 947,173	\$ 947,173	\$ 749,429	79.12%
		\$ 947,173	\$ 947,173	\$ 749,429	

Ambulance					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SMO-1001-0000-0000	REAL PROPERTY TAX	\$ 101,999	\$ 101,999	\$ 101,999	100.00%
SMO-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	90,000	90,000	90,000	100.00%
SMO-2401-0000-0000	INTEREST INCOME	400	400	8,901	2225.27%
		\$ 192,399	\$ 192,399	\$ 200,900	
<i>Expenditure</i>					
SMO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
SMO-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	40,000	273,213	135,549	49.61%
SMO-4540-0400-0000	CONTRACTUAL	117,975	117,975	105,197	89.17%
SMO-9025-0800-0000	LOCAL PENSION FUND	15,000	15,000	8,155	54.36%
SMO-9040-0800-0000	WORKER'S COMP	5,000	5,000	4,841	96.82%
SMO-9730-0600-0000	BAN'S PRINCIPAL	13,928	13,928	13,916	99.92%
SMO-9730-0700-0000	BAN'S INTEREST	496	496	495	99.84%
		\$ 192,399	\$ 425,612	\$ 268,153	

Capital Projects					
Boston State Road Water Main Replacement					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H01-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ 24	
H01-4989-0000-0000	FED AID - OTHER HOME & COMMUNITY SVC	150,000	-	150,000	100.00%
H01-5031-0000-0000	INTERFUND TRANSFERS (ARPA)	-	-	297,728	
H01-5031-0000-0000	INTERFUND TRANSFERS (Non-ARPA)	-	-	27,628	
		<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ 475,380</u>	
<i>Expenditure</i>					
H01-8340-0200-0000	BOSTON STATE ROAD WATER MAIN REPLACEMENT				
	New Frontier Excavating & Paving	\$ 430,253	\$ 16,525	\$ 428,626	99.62%
	Engineering	\$ 59,547	\$ -	\$ 63,255	106.23%
		<u>\$ 489,800</u>	<u>\$ 16,525</u>	<u>\$ 491,881</u>	

North Boston Park Shelter					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H02-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
H02-4989-0000-0000	FED AID - OTHER HOME & COMMUNITY SVC	100,000	-	100,000	100.00%
H02-5031-0000-0000	INTERFUND TRANSFERS (ARPA)	-	23,659	375,969	
H02-5031-0000-0000	INTERFUND TRANSFERS (Non-ARPA)	-	-	39,379	
		<u>\$ 100,000</u>	<u>\$ 23,659</u>	<u>\$ 515,348</u>	
<i>Expenditure</i>					
H02-7110-0200-0000	NORTH BOSTON PARK SHELTER				
	Sicoli Construction	\$ 466,700	\$ 23,659	\$ 473,188	101.39%
	Engineering	\$ 38,900	\$ -	\$ 40,243	103.45%
	Misc. Expenses (Ads / Dumpster/etc.)	\$ 0	\$ -	\$ 1,917	100.00%
		<u>\$ 505,600</u>	<u>\$ 23,659</u>	<u>\$ 515,348</u>	

Water Tank Repairs					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H03-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ 7,802	\$ 33,046	
H03-5031-0000-0000	INTERFUND TRANSFERS	-	-	-	
		<u>\$ -</u>	<u>\$ 7,802</u>	<u>\$ 33,046</u>	
<i>Expenditure</i>					
H03-8340-0200-0000	WATER TANK REHAB	\$ 1,013,790	\$ 210,670	\$ 898,720	88.65%
		<u>\$ 1,013,790</u>	<u>\$ 210,670</u>	<u>\$ 898,720</u>	

Waterline Replacements - Phase 1					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H04-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
H04-5031-0000-0000	INTERFUND TRANSFERS	-	-	-	
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<i>Expenditure</i>					
H04-8340-0200-0000	WATERLINE REPLACEMENTS - PHASE 1				
	Construction	\$ -	\$ -	\$ -	0.00%
	Engineering	\$ 355,000	\$ 3,900	\$ 253,900	71.52%
	Advertisement for Bids	\$ -	\$ 466	\$ 1,198	100.00%
		<u>\$ 355,000</u>	<u>\$ 4,366</u>	<u>\$ 255,098</u>	

Town of Boston Comprehensive Plan Update					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H05-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
H05-2706-0000-0000	GRANTS FROM LOCAL GOVT	25,000	-	-	
H05-3097-0000-0000	STATE AID CAPITAL PROJECTS	63,000	-	4,429	
H05-5031-0000-0000	INTERFUND TRANSFERS	6,870	-	-	
		<u>\$ 94,870</u>	<u>\$ -</u>	<u>\$ 4,429</u>	
<i>Expenditure</i>					
H05-8020-0200-0000	COMPREHENSIVE PLAN UPDATE	\$ 94,870	\$ 58,574	\$ 87,713	92.46%
		<u>\$ 94,870</u>	<u>\$ 58,574</u>	<u>\$ 87,713</u>	

Town Hall Generator					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H06-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ 2,307	\$ 4,655	
H06-5031-0000-0000	INTERFUND TRANSFERS	-	-	111,032	
		<u>\$ -</u>	<u>\$ 2,307</u>	<u>\$ 115,687</u>	
<i>Expenditure</i>					
H06-1620-0200-0000	TOWN HALL GENERATOR				
	Construction	\$ 222,400	\$ 131,786	\$ 131,786	59.26%
	Engineering	\$ 20,000	\$ 750	\$ 19,250	96.25%
	Advertisement for Bids	\$ -	\$ -	\$ 732	100.00%
		<u>\$ 242,400</u>	<u>\$ 132,536</u>	<u>\$ 151,768</u>	

Town Hall Entryway					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H07-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ 33	\$ 33	
H07-5031-0000-0000	INTERFUND TRANSFERS	64,125	-	17,600	
		<u>\$ 64,125</u>	<u>\$ 33</u>	<u>\$ 17,633</u>	
<i>Expenditure</i>					
H07-1620-0200-0000	TOWN HALL ENTRYWAY				
	Construction	\$ 46,525	\$ 26,125	\$ 26,125	56.15%
	Engineering	\$ 17,600	\$ 4,500	\$ 17,668	100.39%
		<u>\$ 64,125</u>	<u>\$ 30,625</u>	<u>\$ 43,793</u>	

Monthly Cash Balances 2024

Fund	Acct #	Account	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024
General (A)	A00-0201-0000	General Fund Cash	\$ 2,114,522	\$ 1,993,863	\$ 1,944,640	\$ 1,784,050	\$ 1,606,855	\$ 1,844,490
General (A)	A00-0210-0000	Petty Cash	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
General (A)	A00-0878-0300	Reserve for Tri-Seq	\$ 7,478	\$ 7,509	\$ 7,542	\$ 7,575	\$ 7,608	\$ 7,641
General (A)	A00-0878-0600	Reserve for Sr. Facility	\$ 64,055	\$ 64,322	\$ 64,607	\$ 64,884	\$ 65,171	\$ 65,451
General (A)	A00-0878-0700	Reserve for Tax Stable	\$ 88,564	\$ 88,933	\$ 89,328	\$ 89,711	\$ 90,108	\$ 90,495
General (A)	A00-0878-0800	Reserve for Bldgs & Parks	\$ 131,433	\$ 131,981	\$ 132,567	\$ 133,135	\$ 133,725	\$ 134,298
General (A)	A00-0878-0900	Reserve for Recreation	\$ 38,801	\$ 38,962	\$ 39,136	\$ 39,303	\$ 39,477	\$ 39,646
General (A)	A00-0878-1000	Reserve for Drainage	\$ 131,739	\$ 132,287	\$ 132,875	\$ 133,444	\$ 134,035	\$ 134,610
			\$ 2,577,092	\$ 2,458,357	\$ 2,411,195	\$ 2,252,603	\$ 2,077,480	\$ 2,317,130
Highway (DB)	DB0-0201-0000	Highway Cash	\$ 773,119	\$ 761,842	\$ 1,759,036	\$ 1,711,394	\$ 1,652,770	\$ 1,658,726
Highway (DB)	DB0-0878-0100	Reserve or HWY Equipment	\$ 303,294	\$ 304,557	\$ 305,910	\$ 307,221	\$ 308,581	\$ 309,904
			\$ 1,076,413	\$ 1,066,399	\$ 2,064,945	\$ 2,018,615	\$ 1,961,351	\$ 1,968,630
Capital Projects (H)	H00-0201-0000	Capital Projects Cash	\$ 61,290	\$ 64,072	\$ 60,477	\$ 47,024	\$ 46,150	\$ 20,688
Capital Projects (H)	H00-0231-0000	Restricted Cash	\$ 354,941	\$ 356,084	\$ 357,349	\$ 358,659	\$ 148,553	\$ 149,130
			\$ 416,231	\$ 420,156	\$ 417,826	\$ 405,683	\$ 194,703	\$ 169,818
Fire Protection (SF)	SFO-0201-0000	Fire Fund Cash	\$ 193,953	\$ 194,582	\$ 832,833	\$ 828,535	\$ 824,306	\$ 827,148
Fire Protection (SF)	Nationwide	Restricted - LOSAP Fair Market Value	\$ 2,375,888	\$ 2,348,812	\$ 2,360,610	\$ 2,242,423	\$ 2,452,056	\$ 2,443,402
			\$ 2,569,840	\$ 2,543,394	\$ 3,193,442	\$ 3,070,957	\$ 3,276,362	\$ 3,270,551
Lighting (SL)	L30-0201-0000	Lighting Fund Cash	\$ 20,477	\$ 20,543	\$ 28,627	\$ 27,166	\$ 25,826	\$ 24,311
			\$ 20,477	\$ 20,543	\$ 28,627	\$ 27,166	\$ 25,826	\$ 24,311
Ambulance (SM)	SM0-0201-0000	Ambulance Fund Cash	\$ 24,032	\$ 23,220	\$ 133,789	\$ 132,759	\$ 132,272	\$ 131,849
Ambulance (SM)	SM0-0878-0001	Reserve for Ambulance	\$ 228,478	\$ 93,687	\$ 134,103	\$ 134,557	\$ 135,153	\$ 135,732
			\$ 252,510	\$ 116,906	\$ 267,891	\$ 267,317	\$ 267,425	\$ 267,581
Garbage (SG/SR)	SG0-0201-0000	Garbage & Refuse Fund Cash	\$ 135,696	\$ 136,160	\$ 934,845	\$ 865,306	\$ 795,464	\$ 725,276
			\$ 135,696	\$ 136,160	\$ 934,845	\$ 865,306	\$ 795,464	\$ 725,276
Water (SW)	HA0-0201-0000	(HA) Water District #1	\$ 128,278	\$ 128,724	\$ 216,026	\$ 216,818	\$ 217,644	\$ 218,440
Water (SW)	HB0-0201-0000	(HB) Water District #2	\$ 96,498	\$ 96,844	\$ 135,929	\$ 136,428	\$ 136,948	\$ 137,448
Water (SW)	HCO-0201-0000	(HC) Water District #3	\$ 201,801	\$ 131,709	\$ 378,103	\$ 389,412	\$ 390,337	\$ 391,800
Water (SW)	HCO-0878-0100	Reserve for Debt - Dist. 3	\$ 370,262	\$ 371,804	\$ 373,455	\$ 375,056	\$ 376,716	\$ 378,331
Water (SW)	HD0-0201-0000	(HD) Water Ext. 1	\$ 49,767	\$ 49,929	\$ 52,441	\$ 52,633	\$ 52,834	\$ 53,027
Water (SW)	HE0-0201-0000	(HE) Water Ext. 2	\$ 121,081	\$ 121,479	\$ 151,407	\$ 151,962	\$ 152,541	\$ 153,099
Water (SW)	HFO-0201-0000	(HF) Water Dist. 3 Ext.	\$ 33,059	\$ 29,809	\$ 40,936	\$ 41,086	\$ 41,243	\$ 41,393
			\$ 1,000,746	\$ 930,297	\$ 1,348,298	\$ 1,363,395	\$ 1,368,263	\$ 1,373,540
		Total held by Town	\$ 5,673,116	\$ 5,343,401	\$ 8,306,461	\$ 8,028,619	\$ 7,514,818	\$ 7,673,434
		Total held at Nationwide (Fire LOSAP)	\$ 2,375,888	\$ 2,348,812	\$ 2,360,610	\$ 2,242,423	\$ 2,452,056	\$ 2,443,402
			\$ 8,049,004	\$ 7,692,214	\$ 10,667,071	\$ 10,271,041	\$ 9,966,874	\$ 10,116,836

Monthly Cash Balances 2024

Fund	Acct #	Account	7/31/2024	8/30/2024	9/30/2024	10/31/2024	11/30/2024
General (A)	A00-0201-0000	General Fund Cash	\$ 1,764,000	\$ 1,672,623	\$ 2,008,790	\$ 1,819,843	\$ 1,615,991
General (A)	A00-0210-0000	Petty Cash	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
General (A)	A00-0878-0300	Reserve for Tri-Seq	\$ 7,673	\$ 7,708	\$ 7,740	\$ 7,771	\$ 7,800
General (A)	A00-0878-0600	Reserve for Sr. Facility	\$ 65,730	\$ 66,027	\$ 66,299	\$ 66,563	\$ 66,813
General (A)	A00-0878-0700	Reserve for Tax Stable	\$ 90,881	\$ 91,291	\$ 91,667	\$ 92,033	\$ 92,378
General (A)	A00-0878-0800	Reserve for Bldgs & Parks	\$ 134,871	\$ 135,480	\$ 136,038	\$ 136,581	\$ 137,093
General (A)	A00-0878-0900	Reserve for Recreation	\$ 39,816	\$ 39,995	\$ 40,160	\$ 40,320	\$ 40,472
General (A)	A00-0878-1000	Reserve for Drainage	\$ 135,184	\$ 135,795	\$ 136,354	\$ 136,898	\$ 137,411
			\$ 2,238,656	\$ 2,149,419	\$ 2,487,549	\$ 2,300,509	\$ 2,098,457
Highway (DB)	DB0-0201-0000	Highway Cash	\$ 1,570,869	\$ 1,248,099	\$ 1,199,805	\$ 1,140,515	\$ 1,082,256
Highway (DB)	DB0-0878-0100	Reserve or HWY Equipment	\$ 311,227	\$ 312,632	\$ 313,920	\$ 315,172	\$ 316,354
			\$ 1,882,095	\$ 1,560,731	\$ 1,513,725	\$ 1,455,687	\$ 1,398,610
Capital Projects (H)	H00-0201-0000	Capital Projects Cash	\$ (17,275)	\$ (78,008)	\$ (130,678)	\$ (158,802)	\$ (114,515)
Capital Projects (H)	H00-0231-0000	Restricted Cash	\$ 149,699	\$ 150,293	\$ 150,822	\$ 150,822	\$ 150,822
			\$ 132,424	\$ 72,285	\$ 20,145	\$ (7,980)	\$ 36,307
Fire Protection (SF)	SF0-0201-0000	Fire Fund Cash	\$ 503,812	\$ 505,771	\$ 506,671	\$ 201,537	\$ 176,780
Fire Protection (SF)	Nationwide	Restricted - LOSAP Fair Market Value	\$ 2,449,530	\$ 2,456,844	\$ 2,458,559	\$ 2,663,999	\$ 2,724,335
			\$ 2,953,343	\$ 2,962,615	\$ 2,965,230	\$ 2,865,536	\$ 2,901,115
Lighting (SL)	L30-0201-0000	Lighting Fund Cash	\$ 22,857	\$ 21,375	\$ 20,086	\$ 18,880	\$ 17,255
			\$ 22,857	\$ 21,375	\$ 20,086	\$ 18,880	\$ 17,255
Ambulance (SM)	SM0-0201-0000	Ambulance Fund Cash	\$ 130,002	\$ 120,754	\$ 106,289	\$ 105,526	\$ 91,564
Ambulance (SM)	SM0-0878-0001	Reserve for Ambulance	\$ 136,312	\$ 136,927	\$ 137,491	\$ 138,040	\$ 138,557
			\$ 266,313	\$ 257,682	\$ 243,780	\$ 243,565	\$ 230,121
Garbage (SG/SR)	SG0-0201-0000	Garbage & Refuse Fund Cash	\$ 654,952	\$ 580,915	\$ 505,510	\$ 428,597	\$ 351,953
			\$ 654,952	\$ 580,915	\$ 505,510	\$ 428,597	\$ 351,953
Water (SW)	HA0-0201-0000	(HA) Water District #1	\$ 219,274	\$ 220,144	\$ 220,919	\$ 220,919	\$ 220,919
Water (SW)	HB0-0201-0000	(HB) Water District #2	\$ 137,973	\$ 138,520	\$ 139,008	\$ 139,008	\$ 139,008
Water (SW)	HCO-0201-0000	(HC) Water District #3	\$ 209,353	\$ 210,183	\$ 210,924	\$ 220,306	\$ 220,306
Water (SW)	HCO-0878-0100	Reserve for Debt - Dist. 3	\$ 379,947	\$ 381,662	\$ 383,234	\$ 384,763	\$ 386,205
Water (SW)	HD0-0201-0000	(HD) Water Ext. 1	\$ 53,229	\$ 53,441	\$ 53,629	\$ 53,629	\$ 53,629
Water (SW)	HE0-0201-0000	(HE) Water Ext. 2	\$ 153,683	\$ 154,293	\$ 154,837	\$ 154,837	\$ 154,837
Water (SW)	HFO-0201-0000	(HF) Water Dist. 3 Ext.	\$ 33,726	\$ 33,860	\$ 33,979	\$ 33,979	\$ 33,979
			\$ 1,187,185	\$ 1,192,103	\$ 1,196,529	\$ 1,207,441	\$ 1,208,883
		Total held by Town	\$ 6,888,295	\$ 6,340,280	\$ 6,493,995	\$ 5,848,238	\$ 5,518,366
		Total held at Nationwide (Fire LOSAP)	\$ 2,449,530	\$ 2,456,844	\$ 2,458,559	\$ 2,663,999	\$ 2,724,335
			\$ 9,337,826	\$ 8,797,124	\$ 8,952,554	\$ 8,512,237	\$ 8,242,702

Boston

ERIE COUNTY, NEW YORK

2020 CENSUS DATA

TOTAL POPULATION



7,960

TOTAL HOUSEHOLDS



3,632

OWNER OCCUPIED HOUSING UNITS AGES 65+ ONLY



950

This is a 28.40% increase from 2010.

COST-BURDENED BY HOUSING

25.2% OF RENTERS SPEND OVER 30% OF THEIR INCOME ON HOUSING.

17.6% OF HOME OWNERS SPEND OVER 30% OF THEIR INCOME ON HOUSING.

18.9% OF ALL HOUSEHOLDS SPEND OVER 30% OF THEIR INCOME ON HOUSING.

Based on 2017-2021 Comprehensive Housing Affordability Strategy (CHAS) data from HUD.

QUALIFYING INCOME FOR AFFORDABLE HOUSING

Affordable housing unit eligibility is based on a household income of 60% or less of area median income (AMI) in Erie County and household size.

Household Size	60% AMI	Household Size	60% AMI
1	\$40,740	5	\$62,820
2	\$46,560	6	\$67,500
3	\$52,380	7	\$71,210
4	\$58,140	8	\$76,800

GENERAL ZONING CLASS

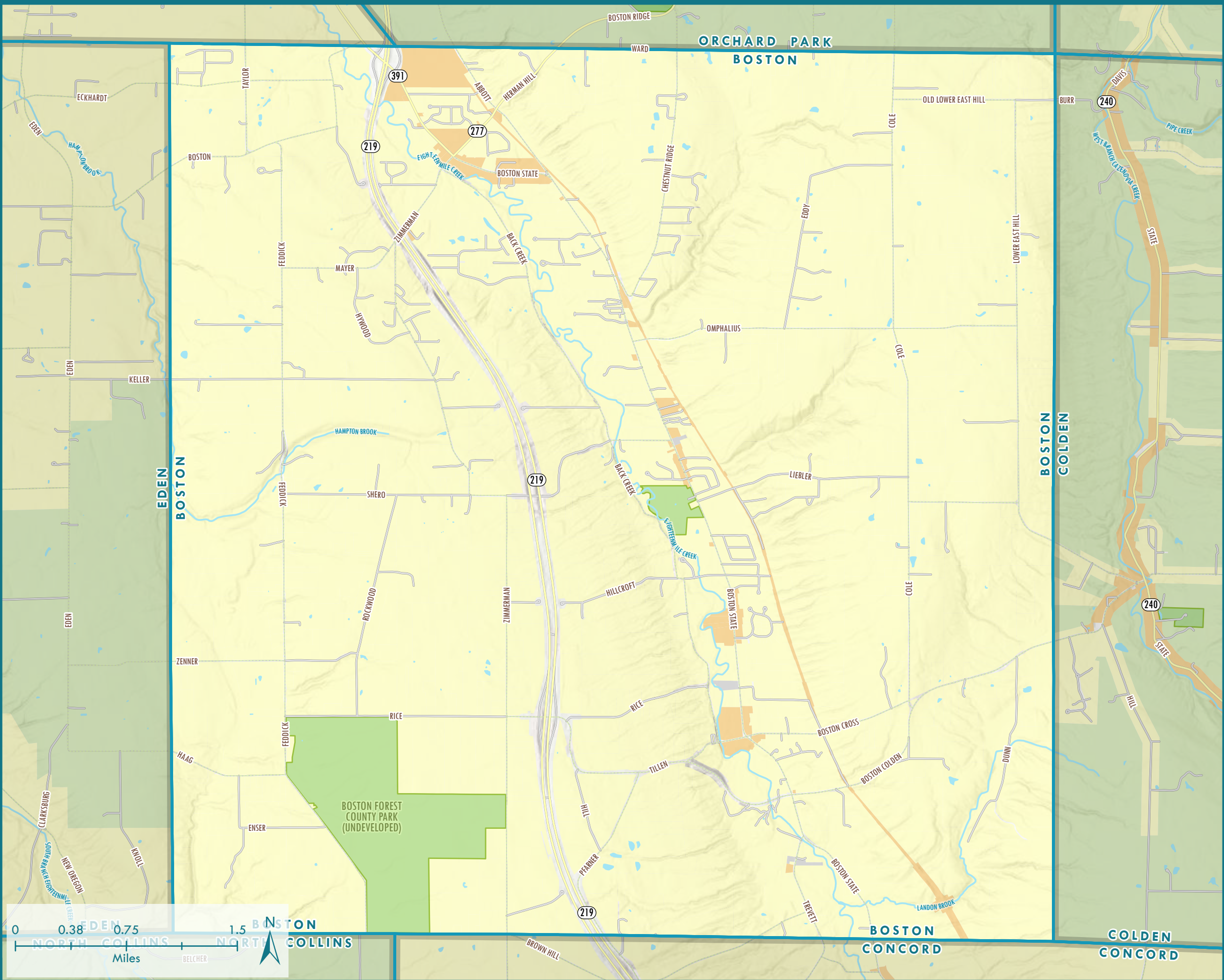
	Agricultural		Park or Open Space
	Commercial		Residential
	Industrial		

Zoning was generalized into seven classes by Erie County OGIS from municipal zoning maps.. These zoning classes are NOT official.



Map created by the Erie County Office of Geographic Information Services (OGIS), Department of Environment and Planning.

October 2024



NYSEG and RG&E Employ Diverse Technologies to Reduce Outages

Remote switching capability reduces outages and increases safety

Investment in automation means enhanced grid performance for customers

BINGHAMTON, N.Y. — December 5, 2024 — New York State Electric & Gas (NYSEG) and Rochester Gas and Electric (RG&E) invest hundreds of thousands of dollars a year into remote switching capability and automated controls to increase reliability of their grid. The investment in technologies like reclosing schemes, trip savers, tie points, and supervisory control and data acquisition- or SCADA-controlled devices- means that when outages occur due to tree impacts, high winds, ice, or motor vehicle accidents the Companies can isolate the section of electrical line that's down and quickly reduce the number of impacted customers and restore power to the rest of the customers on that circuit. NYSEG has installed 544 new devices in the last year to increase this automation, as well as 29 in RG&E territory.

"The investment plan for this technology is to create a kind of 'self-healing' grid," said Mike Craven, vice president of Electric Operations for NYSEG and RG&E. "This approach especially helps in the vast rural areas served by NYSEG, because we can restore power to customers remotely, without sending a line crew. These sensors also help us track which circuits perform poorly over time, so we know where to invest in upgrades in the future."

This investment in automation not only shortens the duration of outages, it can limit the number of customers affected by an outage, and increases safety for line workers. In areas where trip savers are installed, NYSEG and RG&E have each shown a more than 40 percent reduction in outages on blue sky days. These are the types of reliability improvements the Companies focus on when investing in their grid. The Companies reported their best reliability in five years in 2023.

Autonomous controls use data analytics, software, and sensors to rebalance the electrical system. The different technologies work together to make the overall system stronger. These advancements are the key to upgrading the grid and giving customers the more reliable, resilient electric service they want.

#

About NYSEG: New York State Electric & Gas Corporation (NYSEG) is a subsidiary of Avangrid, Inc. Established in 1852, NYSEG operates approximately 35,000 miles of electric distribution lines and 4,500 miles of electric transmission lines across more than 40% of upstate New York. It also operates more than 8,150 miles of natural gas distribution pipelines and 20 miles of gas transmission pipelines. It serves approximately 894,000 electricity customers and 266,000 natural gas customers. For more information, visit www.nyseg.com.

About RG&E: Rochester Gas and Electric Corporation (RG&E) is a subsidiary of Avangrid, Inc. Established in 1848, RG&E operates approximately 8,800 miles of electric distribution lines and 1,100 miles of electric transmission lines. It also operates approximately 10,600 miles of natural gas distribution pipelines and 105 miles of gas transmission pipelines. It serves approximately 378,500 electricity customers and 313,000 natural gas customers in a nine-county region in New York surrounding the City of Rochester. For more information, visit www.rge.com.

About Avangrid: Avangrid, Inc. (NYSE: AGR) aspires to be the leading sustainable energy company in the United States. Headquartered in Orange, CT with approximately \$46 billion in assets and operations in 24 U.S. states, Avangrid has two primary lines of business: networks and renewables. Through its networks business, Avangrid owns and operates eight electric and natural gas utilities, serving more than 3.3 million customers in New York and New England. Through its renewables business, Avangrid owns and operates a portfolio of renewable energy generation facilities across the United States. Avangrid employs approximately 8,000 people and has been recognized by JUST Capital as one of the JUST 100 companies – a ranking of America's best corporate citizens – in 2024 for the fourth consecutive year. In 2024, Avangrid ranked first among utilities and 12 overall. The company supports the U.N.'s Sustainable Development Goals and was named among the World's Most Ethical Companies in 2024 for the sixth consecutive year by the Ethisphere Institute. Avangrid is a member of the group of companies controlled by Iberdrola, S.A. For more information, visit www.avangrid.com.



#1 IN UTILITIES

CNBC 2024

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NYSEG and RG&E Announce New Transfer-of-Service Process

Move-in/move-out process is more streamlined and automated

Google and Apple Pay now also available for customer bills

BINGHAMTON, N.Y. — December 10, 2024 — New York State Electric & Gas (NYSEG) and Rochester Gas and Electric (RG&E) today announced a new online process for move-in and move-out, also known as transfer-of-service. This is the process customers use for the start or the stop of electric or natural gas service when they move.

“The online transfer-of-service process is streamlined and automated,” said Christine Alexander, vice president of Customer Service for NYSEG and RG&E. “It is the newest feature in an array of self-service capabilities that makes working with our companies easier for customers.”

This process previously required customers to call the Companies’ call center or use the original online application, which had limited functionality. The newly redesigned process includes secure and instant ID verification, eBill sign-up, and online account creation. It’s also mobile-optimized. Click [here](#) to get started for NYSEG or [here](#) for RG&E.

The Companies also now accept Google and Apple Pay for customer bills. These payment options are easy and convenient, and secured through Apple and Google’s encryption and class-leading security standards.

These changes come as parts of a sweeping initiative to improve customer service at the Companies, including hiring in their call centers and meter reading departments, rolling out smart meters to reduce estimated billing, and an online application and job status tool for new electric and natural gas service installations. More than 900,000 smart meters have been installed across the Companies’ service areas so far.

#

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#1 IN UTILITIES

by CNBC 2024

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Erie County Water Authority

295 Main Street • Room 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8463

Office of the Secretary

November 25, 2024

Hon. Sandra Quinlan
Town Clerk
Boston Town Hall
8500 Boston State Road
Boston, NY 14025

Dear Clerk Quinlan:

Enclosed herewith please find an Extract from the Minutes of the Meeting of the Erie County Water Authority held on Thursday, November 21, 2024 amending the Authority's Tariff effective January 1, 2025 and a copy of the actual amendments at Schedule "A".

Also enclosed please find a complete copy of the Authority's Tariff including these amendments. This copy replaces the Tariff you currently maintain.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read "TDM", followed by a long horizontal flourish.

Terrence D. McCracken
Secretary to the Authority

TDM:alh
Enclosures

CERTIFICATION

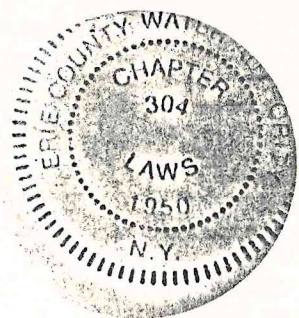
I, **TERRENCE D. McCracken**, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 21st day of November 2024 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this 21st day of November 2024.



Terrence D. McCracken
Secretary to the Authority

(SEAL)



**EXTRACT FROM THE MINUTES OF THE MEETING OF THE
ERIE COUNTY WATER AUTHORITY
NOVEMBER 21, 2024**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 21st day of November 2024, a quorum being present, the following resolution was adopted:

WHEREAS, the Act creating the Erie County Water Authority (the "Authority") and the General Bond Resolutions establishing issuance of all Authority bonds mandate: that the Authority maintain rates and fees sufficient to operate and maintain the waterworks system; to pay the principal and interest on its Revenue Bonds as they become due and payable; and to maintain reserves for capital improvements as well as for all obligations and indebtedness of the Authority; and

WHEREAS, the Authority's Executive and Senior Staff have the responsibility to review, analyze and make recommendations relative to charges and procedures contained in the Authority's Tariff; and

WHEREAS, Terrence D. McCracken, Secretary to the Authority, Mark S. Carney, General Counsel, Joyce A. Tomaka, Chief Financial Officer and Charles E. Eaton, Chief Operating Officer have reviewed the above recommendations and changes and concur with them; and

WHEREAS, after considering all the above recommendations, the Authority has determined that for the best interest of the public to maintain its quality water supply that the Tariff should be amended as set forth in the attached Schedule "A";

NOW, THEREFORE, BE IT RESOLVED:

That the Authority's Tariff, as previously amended, is hereby revised and amended in accordance with Schedule "A" attached hereto and made part hereof, to become effective at 12:01 a.m. January 1, 2025; and be it further

RESOLVED: That the Secretary to the Authority is hereby authorized and directed to file in the office of the Clerk of the County of Erie a duly certified copy of this resolution along with a copy of the revised pages to the Tariff and to publish notification of the amendments authorizing the abovementioned changes in two newspapers having a general circulation in the County pursuant to Section 1054, Subdivision 10, of the Public Authorities Law; and be it further

RESOLVED: That the Secretary to the Authority, is further directed to forward a copy of this resolution along with a copy of the revised pages of the Tariff to the Town, Village or City Clerks of each of the towns, villages or cities receiving water from the Authority and that the Secretary to the Authority is further directed to furnish a duly certified copy of this resolution along with a copy of the revised pages of the Tariff to all Fiscal Agents named in the Authority's Bond Resolutions; and be it further

RESOLVED: The Board of Commissioners directs the Secretary of the Authority to post the amended Tariff on the Authority's website.

A motion was made by Ms. LaGree, seconded by Ms. Iannello and carried to adopt the foregoing resolution.

SCHEDULE "A"

AMENDMENTS TO THE ERIE COUNTY WATER AUTHORITY'S TARIFF TO BECOME EFFECTIVE AT 12:01 A.M. JANUARY 1, 2025

**UNDERLINED PORTIONS INDICATE NEW MATERIAL
STRIKETHROUGH TEXT INDICATE DELETIONS**

ERIE COUNTY WATER AUTHORITY

T A R I F F

THE RULES AND REGULATIONS HEREIN PRESCRIBED WERE FIRST ADOPTED BY THE ERIE COUNTY WATER AUTHORITY AT A MEETING HELD ON DECEMBER 8, 1953, TO BECOME EFFECTIVE DECEMBER 23, 1953, AND WERE THEREAFTER DULY AMENDED BY PREVIOUS RESOLUTIONS OF THE AUTHORITY AND ADVERTISED PURSUANT TO SECTION 1054, SUBDIVISION 10 OF THE PUBLIC AUTHORITIES LAW OF THE STATE OF NEW YORK, MOST RECENTLY ADOPTED BY RESOLUTION NOVEMBER ~~1621~~, 2023⁴ TO BECOME EFFECTIVE JANUARY 1, 2024⁵.

2. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish a supplemental supply of water for all purposes within the territorial limits of public corporations or special improvement districts, which own or are connected to an independent source of water supply as provided in paragraphs 2.12 to 2.15 inclusive, subject to approval by the New York State Department of Health and New York State Department of Environmental Conservation, Office of Environmental Analysis.

C. LEASE MANAGED AREAS

1. Service will be provided to domestic, industrial, and commercial customers within Special Improvement Districts and Villages whose facilities are leased to the Authority as provided in paragraphs 2.16 to 2.22~~4~~ inclusive.

D. TEMPORARY OR OCCASIONAL SERVICE

1. Water will be provided on a temporary basis as specified in paragraphs 2.23~~2~~ to 2.27~~6~~ inclusive.

E. FIRE PROTECTION

1. Private Fire Protection will be provided as specified in Section 7.00.
2. Public Fire Protection will be provided as specified in Section 8.00.

F. MISCELLANEOUS

1. Miscellaneous service will be provided as outlined in paragraph 2.28~~7~~.

SERVICE OF WATER FROM EXISTING MAINS APPROPRIATE TO THE SERVICE REQUESTED

- 2.03** The Authority will provide the service of water to the owner for any premises which fronts and is numbered on any street in which there is installed an Authority owned main appropriate to the service requested which extends across the full frontage of the premises to be served.
- 2.04** The requirement that a main extend across the full frontage of the premises to be served may be waived by the Authority where it appears to the satisfaction of the Authority that such existing main without further extension will satisfactorily serve present and future requirements of both the applicant and the Authority.

stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection.

The Authority will also permit tank truck filling of metered water with backflow protection at designated locations. The applicant will register with a Customer Service Representative and pay a deposit and fee as specified in paragraphs 14.05, 14.06 and 14.12. The registration fee under paragraph 14.12 is annual.

All water used will be billed at the rates set forth in Service Classification No. 3-A and at a frequency to be determined by the Authority.

2.265 The temporary or occasional service of water will be provided for construction jobs, fairs, circuses, military installations, emergency inter-system connections and the temporary service of water to a premises or property on which no permanent structure is or has been erected after receipt of the proper application and advance payment of fees and deposits as specified in paragraphs 13.01, 14.05 and 14.06.

2.276 The temporary or occasional service of water to a premises will be provided from existing mains of the Authority appropriate to the service requested, upon private rights-of-way (other than streets or highways) after receipt of the proper application and advance payment of fees as specified in paragraphs 13.02, 14.05 and 14.06.

MISCELLANEOUS SERVICE

2.287 Whenever application is made for any service or facility of the Authority not herein specifically provided for, the same may be provided in the discretion of the Authority but subject to such terms and conditions as the Authority may in each circumstance prescribe by resolution.

GENERAL RULES SUPPLY OF WATER

2.298 The Authority undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, but reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for (1) a deficiency or failure in the supply of water, or (2) any changes in water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied, are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from causes beyond its control or through ordinary negligence, the Authority will not be liable for damages to person, property, or incidentally.

2.3029 In the interest of public health, the Authority will not permit its mains or services to be

replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures.

- G. For the furnishing or receiving of a supply of water from another premises.
- H. For failure to properly operate and maintain all customer owned facilities including but not limited to service pipes, meter pits, tile settings, backflow preventer enclosures and backflow prevention devices.
- I. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

2.332 Where two or more premises have been supplied with water prior to April 15, 1970, through one service pipe under the control of one curb stop, such service shall continue; however, if any of the parties so supplied shall violate any of the Rules and Regulations provided for herein, the Authority reserves the right to apply the foregoing shut-off regulations to the joint service line, excepting that such action shall not be taken until the innocent customer who is not in violation of the Authority's Rules and Regulations has been given reasonable opportunity to attach the service pipe leading to his premises to a separately controlled service connection.

2.343 Any customer may discontinue water service by giving the Authority advance notice not less than ten (10) days prior to the discontinuance and all liability for charges for service rendered after the discontinuance of service as herein provided for shall cease. The Authority may require the customer to give such advance notice in writing.

RESTORATION OF SERVICE

2.354 When water service to any premises has been turned off upon the order of the customer or for any of the reasons specified in paragraph 2.324 hereof and service at any premises is again desired by the same customer, a service charge ~~of will~~shall be made as specified in paragraph 14.10 for the restoration of services providing the discontinuance of service has required only the removal of the Authority's equipment from the customer's premises, the closing of the curb stop or turning off the water elsewhere not involving any unusual expense. If, however, by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incident to the disconnection and reconnection of the service pipe.

2.365 Upon receipt of an application for a new service or for reinstatement of an existing service, the Authority will assume, and the customer warrants, that the piping and fixtures which the service will supply are in proper order to receive the same, ~~and~~ The Authority will shall not be liable in any event, from causes beyond its control or through ordinary negligence, including but not limited to, for any accident, break or leakage, or damage caused thereby, arising in connection with the supply of water or failure to supply the same. Accordingly, the

CHANGE OF OCCUPANCY

- 2.376** The customer shall notify the Authority in advance of any change in occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is provided as required in the paragraph numbered 2.343 hereof.

FORMS

- 2.387** All applications, contracts, agreements and any other forms required in connection with the Rules and Regulations prescribed herein shall be in the form and shall contain such general conditions, provisions and terms as the Authority shall approve. Copies of all such forms shall be on file at the office of the Secretary to the Water Authority.

ACCESS TO PREMISES

- 2.398** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting, repairing meters, to turn service on or shut service off, and any inspection or service necessary as deemed by the Authority. Refusal to cooperate will be grounds for discontinuance of service, as provided in paragraph 2.324 (f).

4.00 INSTALLATION OF WATER SERVICE CONNECTIONS

- 4.01** On and after the effective date hereof, whenever application is made for the service of water (except the type of service provided in the paragraphs hereof numbered 2.243 to 2.276 inclusive), the applicant will be required to pay the connection charge prescribed in paragraph 14.14 for every installation of a water service connection required for the service of water to a premise or any part thereof. Payment of the connection charge will not be required for service to lots whose water service connections are not installed by the Authority.
- 4.02** A water service connection, including a curb box and curb stop shall be required for each premises where the total quantity of water delivered and furnished thereto is to be billed and metered to a single customer. If, however, the quantities of water furnished to a premises are to be separately and individually metered and billed by the Authority to the several occupants thereof, then a separate water service connection, including a curb box and curb stop shall be installed for the delivery of water to each part of such premises.
- 4.03** Upon acceptance of a proper application from an owner of any premises and upon payment of the applicable charge for the size of a service to be installed as prescribed in paragraph 14.14, the Authority will furnish, place, construct, operate, maintain and when necessary, replace, at its own cost and expense, the water service connection to the Authority's main. Easements and Certificates of Title issued by a title company licensed by the State of New York acceptable to the Authority shall be furnished at the applicant's expense when necessary for all water service installations. All water service connections and appurtenances thereto installed by the Authority shall remain the property of the Authority.
- 4.04** At its own expense, the applicant shall install, maintain and when necessary, replace the service pipe beyond the curb stop together with a valve to be located just inside the building wall, permitting the control of water supply by the customer. For this installation and maintenance thereof, the customer shall ensure that all work shall be performed in a manner satisfactory to the Authority. The minimum size, the materials, depth of cover and method of construction shall be in conformance with Authority standards. If any defects in workmanship or materials are found or if the customer's service pipe has not been installed in accordance with such specifications or in conformity with the Authority's requirements, water service will either not be turned on or will be discontinued until such defects are remedied.
- 4.05** All service pipes shall be installed throughout its length as nearly as possible at right angles to the structure to which service is to be rendered.
- 4.06** All service pipes shall have a minimum cover of five (5) feet. All service pipes shall not be less than three fourths (3/4") inch inside diameter and shall be of Type K, soft tempered copper tubing or for service four (4") inches in diameter or larger, ductile iron pipe and

6.00 INSTALLATION OF METERS

- 6.01** The Authority reserves the right to stipulate the size, type and make of meter to be used to record the consumption of water by any customer.
- 6.02** An individual meter shall be required for each separate service connection to a premises or for each premises or part thereof where the consumption of water is to be billed to a customer.
- 6.03** The customer shall provide a suitable location for the installation of the meter subject to the approval of the Authority so as to protect the meter and to measure the entire supply of water through the connection.
- 6.04** The Authority shall, in its sole discretion, will furnish, install, and maintain meters and meter couplings, but the customer shall install on his premises the necessary piping, fittings, valves, and pipe couplings to receive the meter. The Authority recommends the installation of suitable equipment properly located and installed to prevent backflow which may cause damage to the meter or other damage to the plumbing or the Authority's system. The homeowner warrants that all piping, fittings, valves and pipe couplings to receive the meter are adequate and able to properly accept water from the Authority. The Authority shall not be liable for damages to person, property, or incidental, caused by the failure of any pipe, fitting, valve or pipe coupling, or failure to install same, for causes beyond its control or through ordinary negligence.
- 6.05** All meters and meter couplings shall, at all times, remain the sole property of the Authority. All meters will be maintained by and at the expense of the Authority insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to freezing, hot water or other all external causes. In the case of a damaged or lost meter, the Authority will repair or replace the meter and the cost shall ~~will~~ be paid by the customer as specified in paragraph 14.07.
- 6.06** When a meter is located in the building being served, the meter shall be located on an exterior wall closest to the point where the water service enters the building. Where a meter cannot be set in the building to be served or where the distance from the property line to the front wall of the building is more than one hundred ~~and~~ fifty (150) feet, the Authority reserves the right to require that the meter or meters be set at or near the property line of the premises to be served. Meters shall be installed in a meter vault, meter pit, backflow preventer enclosure or other suitable location.
- 6.07** It shall be the obligation of the customer to inspect, maintain and, when necessary, repair or replace the facilities required to house the meter. If the customer fails to maintain the meter housing, the Authority may undertake repairs or replacement of same and shall be fully reimbursed by the customer for all actual costs incurred. The Authority shall not be liable for damages to any premises ~~caused by flooding in connection with the testing,~~ removal or failure of any meter.

7.00 PRIVATE FIRE PROTECTION

- 7.01 Upon written application for Private Fire Protection service made by an owner or occupant of any property abutting on a street, the Authority will install the water service connection between the main and the curb stop at the expense of the applicant.
- 7.02 If a hydrant is installed on a Private Fire Protection service line, such hydrant shall be located on the owner or occupant's property and installed by him at his expense; however, the Authority reserves the right to approve the type of hydrant and the manner of installation before service is provided.
- 7.03 Private Fire Protection shall be provided only by contract between the Authority and the applicant therefore, which shall contain the following conditions:
- A. The connection is to be used for fire protection only and is to have no connection whatsoever with any taps that may be used for other than fire purposes, and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York and meeting the requirements of the Environmental Protection Agency.
 - B. The applicant specifically agrees not to draw any water whatsoever through said connection for any purposes except the extinguishing of fires or a periodic test of the fire protection system.
 - C. The applicant agrees to notify the Authority ~~of~~at the time of all tests so that if desired, the Authority may have a representative present. Such notification, however, need not be formal or written, but may be given by telephone to the principal office and place of business of the Authority.
 - D. Any authorized representative of the Authority shall have free access to the premises of the applicant at any reasonable time for the purpose of inspecting the said connections, pipes and appurtenances connected thereto.
 - E. Violations by the applicant of either Condition A or Condition B of this Agreement shall terminate the agreement and the Authority may disconnect the pipe, shut off the supply of water or require the installation of a backflow prevention device.
 - F. The applicant shall agree to pay for services rendered under this contract at the rates and charges and under the terms set forth in Service Classification No. 2 of the Authority's Rules for the Sale of Water and the Collection of Rents and Charges. If, at anytime, the applicant elects to change the terms of this contract with respect to size of connection or number of fire protective devices, this contract shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
 - G. The Authority shall not be liable for damages, including, but not limited to damages to a

- 7.04 The Authority will install a private fire service connection upon receiving, in advance, from the applicant the water service connection fee set forth in paragraph 14.14.
- 7.05 The following procedure shall apply for all applications for private fire protection or large service with hydrants.
- A. A plan (3 prints) showing the proposed service location and size shall be submitted to the Authority. The plan shall be signed and sealed by a licensed professional engineer or registered architect.
 - B. All applications and plans submitted shall be accompanied by a statement by the architect and/or engineer as to the volume of water required at the site and is as recommended by the fire rating organization for optimum rating.
 - C. In lieu of a licensed engineer or architect, plans may be submitted by a qualified representative of a fire rating organization or underwriter.
 - D. Soon after receipt of application, the applicant will have an underwriter representative take a flow test in the vicinity of the applicant's premises or furnish the Authority a satisfactory certified copy of a recent flow test taken at a nearby location.
 - E. A full report of the flow test will be made.; Aa copy of the report shall be sent to the applicant and a copy- filed in the Authority's files.
 - F. The applicant must execute a contract with the Authority. The contract shall contain, inter alia, the following:

"The Authority reserves the right, at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from causes beyond its control or through ordinary negligence, the Authority will not be liable for damages to person, property or incidentally."
 - G. The applicant covenants to the Authority that there are and will be no cross-connections between the Private Fire Protection System and the potable water system supplied by the Authority to the premises.

9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS

- 9.01** All bills are payable in accordance with the terms of the applicable service classification. The owner of a property is responsible for the payment of all bills. All bills will be rendered in the name of the property owner and sent directly to the property owner regardless of whether the owner occupies the premises where service is being provided. If a new service is installed or a change in occupancy occurs at any time during the billing period, the ~~minimum charge~~total base system fee and the amount of water allowed thereunder will be prorated according to the number of days remaining to complete the billing period after the service has been made available.
- 9.02** Customers will be billed annually, quarterly, or monthly, in advance or in arrears, at the option of the Authority.
- 9.03** The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Authority, except as hereinafter provided:
- A. In cases where it is found that the meter has failed to register, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, except where it can be shown that there has been a change of occupancy of the premises or in the use of water in which case an adjustment shall be made.
 - B. In cases where it is found that a reading cannot be obtained, an estimated bill may be rendered to the customer. The quantity may be determined by the average registration of the meter in a corresponding past period, except where it can be shown that there has been a change of occupancy of the premises or in the use of water. In such cases, when a reading is obtained, the bill will be adjusted to reflect the actual consumption with full credit for ~~minimum charge~~total water charge~~base system fees~~ for the periods involved.
 - C. In cases where a reading is obtained prior to the assigned billing date for the account, a calculated bill may be rendered to the customer based on the reading obtained.
 - D. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer. The fee for testing such meter will be as specified in paragraph 14.09. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.
- 9.04** The customer shall notify the Authority in advance of any change in ownership or occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the previous and current

inspection will be made for a period of one (1) year. However, the Authority may order an inspection at any time if conditions warrant.

- C. The Authority shall not discontinue service to a customer for non-payment of amounts owing that are in dispute until such time as the Authority completes its investigation and makes a final determination of the issue in dispute.

9.09 The customer is solely responsible for the water delivered beyond the Authority's meter, and the Authority is not responsible for maintenance and repair of the pipe and fixtures beyond the curb stop. In order to encourage prompt repair of leaking pipes or fixtures, the Authority may, under certain conditions, grant allowances for apparently excessive bills resulting from leaking beyond the meter. Granting of an allowance shall be in the sole discretion of the Authority. All risks of loss beyond the point of delivery shall be borne by the customer, except as provided herein.

- A. Allowance may be granted only when a claim has been received as provided in 9.08 above, and evidence clearly shows the apparently excessive bill is due to leaking of pipes or fixtures and not wasteful use and then only when repairs have been promptly made and reported to the Authority. The allowance, if granted, will be for not more than two billing periods including that in which the claim was made.

- B. An allowance shall not exceed one-half of the excess delivery due to leakage over the normal usage for the period.

- C. No allowance shall apply to customers taking water for resale.

- D. The Authority shall be the sole judge in determining the amount of excess resulting from the leakage.

- E. No more than one leak allowance will be granted for the same service for leakage occurring within any 36-month period, regardless of ownership or management.

- F. The Authority will not refund overbilled amounts beyond 180 days from the time that the invoice was placed in the mail to the customer.

- G. The Authority shall not initiate the pursuit of payment underbilled amounts beyond 180 days from the date that the invoice was placed in the mail to the customer.

9.10 A delinquent service charge as specified in paragraph 14.03 shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

9.11 A courtesy delinquent charge reversal may be given annually if the customer has a good payment history, requests the reversal and is not merely refusing to pay the delinquent charge.

- 10.13** Prior to beginning installation of the water mains and appurtenances, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Name of contractor who will be installing water mains and appurtenances;
 - B. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - C. Name of engineer who will do the full-time inspection;
 - D. Five (5) days advance written notice of the starting date of construction.
- 10.14** The installation of water mains and appurtenances shall be in strict accordance with Authority specifications, copies of which will be provided. All taps to existing mains and all tie-in connections to ends of existing mains will be made by the applicant (Builder-Contractor-Developer) at his expense under the direction and full-time inspection of a representative of the Authority.
- 10.15** After the installation is completed, the applicant (Builder-Contractor-Developer) shall contact the Authority's Engineering Department to arrange for inspection of the work. A representative of the applicant (Builder-Contractor-Developer) and the applicant's (Builder-Contractor-Developer) engineer shall be present during the inspection. After the inspection, the applicant's (Builder-Contractor-Developer) engineer shall conduct the required leakage and pressure tests and the disinfection of the water mains and appurtenances. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure test and the disinfection of the water mains and appurtenances. Upon completion of these tests, the mains shall be shut off and not placed into service until approved by the Authority, all legal and administrative requirements have been satisfied and the work has been accepted by resolution of the Authority; then, the Authority will turn on the new mains and service can begin.
- 10.16** If the main should fail the pressure or leakage test, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.
- 10.17** The applicant (Builder-Contractor-Developer) shall arrange for bacteriological testing. The testing laboratory shall submit test results directly to the Authority.
- 10.18** Within four (4) weeks of the date the Erie County Health Department certificate of acceptance is received, and prior to the date water service is begun, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twenty-four (24) months following completion of the installation of water

	ALLOWANCE (IN GALLONS)	SYSTEM FEE COMMODITY- CHARGE	INVESTMENT CHARGE	WATER CHARGES- CHARGE
5/8, 3/4 and 1 - inch	3,000	\$ 13.925.45	\$9.2410.26	\$ 23.165.71
3/4 inch	3,000	13.92	-9.24	-23.16
1 inch	3,000	-13.92	-9.24	-23.16

Note: Monthly minimum billing allowance is 1/3 the quarterly billing allowance.

TERMS OF PAYMENT:

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

B. LARGE METER CUSTOMERS—

- Installed Meter Sizes 1-1/4" and AND greater ~~GREATER~~

COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$4.1763 per 1,000 gallons

QUARTERLY BILLING: ~~Meters read and billed monthly: (To Nearest Thousand Gallons)~~

~~————— \$4.17 per 1000 gallons —————~~

SIZE OF METER (IN INCHES)	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY- CHARGE BASE SYSTEM FEE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE TOTAL WATER CHARGES
1-1/4 inch	27,000	\$ 112.5925.01	\$ 108.6020.54	\$ 245.5521.19
1-1/2 inch	39,000	-162.63180.57	-108.60120.54	-271.23301.11
2 inch	63,000	-262.71291.69	-173.73192.84	-436.44484.53
3 inch	120,000	-500.40555.60	-325.77361.59	-826.17917.19
4 inch	198,000	-825.66916.74	542.88602.61	-1,368.541519.35
6 inch	390,000	-1,626.301,805.70	-1,085.761,205.19	-2,712.063,010.89
8 inch	630,000	-2,627.102,916.90	-1,737.181,928.28	-4,364.284,845.18
10 inch	900,000	-3,753.004,167.00	-2,497.262,771.97	-6,250.266,938.97
12 inch	1,230,000	-5,129.105,694.90	-4,668.725,182.29	-9,797.8210,887.19
20 inch	2,820,000	-11,759.4013,056.60	-20,092.8322,303.05	-31,852.2335,359.65
24 inch	3,840,000	-16,012.8017,779.20	-40,576.6845,040.11	-56,589.4862,819.31

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE BASE SYSTEM FEE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE TOTAL WATER CHARGES
1-1/4 inch	27,000	\$ 98.28109.08	\$ 120.5408.60	\$ 229.62206.88
1-1/2 inch	39,000	-141.96157.56	-108.60120.54	-250.56278.10
2 inch	63,000	-229.32254.52	-173.73192.84	-403.05447.36
3 inch	120,000	-436.80484.80	325.77361.59	-762.57846.39
4 inch	198,000	-720.72799.92	-542.88602.61	-1,263.601,402.53
6 inch	390,000	-1,419.601,575.60	-1,085.761,205.19	-2,505.362,780.79
8 inch	630,000	-2,293.202,545.20	-1,737.181,928.28	-4,030.384,473.48
10 inch	900,000	-3,276.003,636.00	-2,497.262,771.97	-5,773.266,407.97
12 inch	1,230,000	-4,477.204,969.20	-4,668.725,182.29	-9,145.9210,151.49
20 inch	2,820,000	-10,264.8011,392.80	-20,092.8322,303.05	-30,357.6333,695.85
24 inch	3,840,000	-13,977.6015,513.60	-40,576.6845,040.11	-54,554.2860,553.71

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEEMONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE TOTAL WATER CHARGES
1-1/4 inch	9,000	\$ 32.766.36	\$ 40.1836.20	\$ 76.5468.96
1-1/2 inch	13,000	-47.3252.52	-36.2040.18	-83.5292.70
2 inch	21,000	-76.4484.84	-57.9164.28	-134.35149.12
3 inch	40,000	-145.60161.60	-108.59120.53	-254.19282.13
4 inch	66,000	-240.24266.64	-180.96200.87	-421.20467.51
6 inch	130,000	-473.20525.20	-361.92401.73	-835.12926.93
8 inch	210,000	-764.40848.40	-579.06642.76	-1,343.461,491.16
10 inch	300,000	-1,092.001,212.00	-832.42923.99	-1,924.422,135.99
12 inch	410,000	-1,492.401,656.40	-1,556.241,727.43	-3,048.643,383.83
20 inch	940,000	-3,421.603,797.60	-6,697.617,434.35	-10,119.2111,231.95
24 inch	1,280,000	-4,659.205,171.20	-13,525.5615,013.37	-18,184.7620,184.57

Note: Monthly billing is 1/3 the quarterly billing minimum allowance is 1/3 the quarterly allowance.

TERMS OF PAYMENT:

Payable thirty (30) days after date bill is rendered in accordance with Section 9.00 hereof.

14.00 MISCELLANEOUS CHARGES

14.01 ACCOUNT ORIGINATION FEE

\$15.00

If a customer is required to complete an application for a new service due to a new Lease Management or Direct Service Agreement, no account origination fee will be charged.

14.02 APPOINTMENT FEES

A. Outside normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays: \$45.00

B. Missed appointment fee: \$30.00

14.03 DELINQUENT CHARGE

A delinquent service charge of ten percent (10%)~~percent~~ shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

14.04 DEPOSITED ITEM RETURN FEE

A fifteen dollar (\$15.00)~~dollar~~ charge will be assessed for any payment made which was subsequently not honored by a financial institution.

14.05 DEPOSITS

A. Customer Accounts – Service Classification No. 1

The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size.

B. Miscellaneous Accounts

1. Temporary Services - \$1,000.00

2. Hydrant Meters - \$1,050.00 for each Meter & backflow device

B. Tile Sets and Meter Pits

1. If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge of fifty-five dollars (\$55.00)-dollars.

14.11 SERVICE LINE THAWING, WELL DISCONNECTION INSPECTION

At actual cost

14.12 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS ANNUAL FEE

\$40.00 per location

14.13 UNAUTHORIZED HYDRANT USE FEE

~~\$750.00~~3,000.00 plus costs incurred

14.14 WATER SERVICE CONNECTION FEES

APPLICABILITY:

Except for those lots whose water service connections were not installed by the Authority, all water service connections for non-metered purposes or for general metered purposes under Service Classification No. 1:

RATE:

SIZE OF CONNECTION	CONNECTION CHARGE
Equal to or less than 2 inches	\$3,000.00
Over 2 inches	AT ACTUAL COST

ERIE COUNTY WATER AUTHORITY

T A R I F F

THE RULES AND REGULATIONS HEREIN PRESCRIBED WERE FIRST ADOPTED BY THE ERIE COUNTY WATER AUTHORITY AT A MEETING HELD ON DECEMBER 8, 1953, TO BECOME EFFECTIVE DECEMBER 23, 1953, AND WERE THEREAFTER DULY AMENDED BY PREVIOUS RESOLUTIONS OF THE AUTHORITY AND ADVERTISED PURSUANT TO SECTION 1054, SUBDIVISION 10 OF THE PUBLIC AUTHORITIES LAW OF THE STATE OF NEW YORK, MOST RECENTLY ADOPTED BY RESOLUTION NOVEMBER 21, 2024 TO BECOME EFFECTIVE JANUARY 1, 2025.

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1.00 D E F I N I T I O N S

As used in these Rules and Regulations, the words and phrases listed below shall be deemed to have the following meaning:

1.01 THE AUTHORITY

Shall mean Erie County Water Authority.

1.02 ACTUAL COSTS

Unless otherwise specified herein, the terms actual cost or entire actual cost shall mean the direct and indirect costs incurred by the Authority inclusive of audited or other overhead rate.

1.03 APPLICANT

Shall mean any person making a request for any service to be rendered or furnished by the Authority.

1.04 BUILDER-CONTRACTOR-DEVELOPER

Shall mean any person owning or having an interest in a plot or tract of land who applies for a supply of water to such premises which is intended to be sold, conveyed or leased by said person to an owner or occupant.

1.05 CUSTOMER

Shall mean the owner.

1.06 CROSS CONNECTION

A physical connection through which the water supply could be contaminated.

1.07 ECONOMIC FEASIBILITY

Any service or facility requested by an applicant shall be deemed to be economically feasible when the estimated revenue to be derived therefrom shall be at least sufficient to comply with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

1.08 MAIN APPROPRIATE TO SERVICE REQUESTED

Shall mean the pipe in a street extending parallel or nearly parallel to the front footage of property abutting thereon, having a diameter of 24 inches or less and having a normal operating pressure of not less than 30 P.S.I. at the point a water service connection is to be installed and having sufficient size, capacity, and availability of water supply to adequately provide the service requested. The Authority shall be the sole judge that the "main appropriate to service requested" is of sufficient size, capacity and of the availability of water supply to furnish the service requested to the applicant without detriment to existing customers.

1.09 MULTIPLE DWELLING UNIT SERVICE

Shall mean service provided to four or more dwelling units through one meter. Examples of multiple dwelling unit service are apartments, condominiums, trailer parks, and townhouses. Service of water to Public Corporations and Special Improvement Districts which retail to their customers shall not be considered multiple dwelling unit service.

1.10 OCCUPANT

Shall mean the person actually in possession or control of any premises or part thereof.

1.11 OWNER

Shall mean the person who has legal or equitable title to any premises. The owner is responsible for payment of charges for water or other facilities and services furnished by the Authority.

1.12 PERSON

Shall mean every individual, firm, association or corporation.

1.13 PREMISES

Shall mean any property or location whether or not occupied by a structure and shall include the entire front footage thereof as determined by the Authority, abutting on a street whereat the service of water is requested or furnished for any part thereof.

1.14 PRIVATE FIRE PROTECTION SYSTEM

Shall include water mains, pipes, hydrants, sprinklers, storage facilities and other facilities installed on private premises outside of the limits of the street for the purpose of private fire protection.

1.15 PUBLIC FIRE PROTECTION SYSTEM

Shall mean appropriate production, distribution, and storage facilities, water mains, pipes, hydrants and other facilities installed in a street and used for the public protection of premises from fire.

1.16 SHARED METER

Shall mean any meter that measures water usage at a premises occupied or under the legal control of a customer and also measures service to other space outside the control of that same customer.

1.17 STREET

Shall include every right-of-way or place of whatever nature customarily used by the public as a matter of right, not including private rights of way or real estate under development.

1.18 WATER SERVICE CONNECTION

Shall mean the facilities and equipment used to supply water to any premises and which are installed within the limits of the street between the main and the property line of the premises to be served.

1.19 BASE SYSTEM FEE

Shall mean the cost of providing water to an active service address for all Small Meter, Large Meter and Public Corporation and Special Improvement Districts customers as listed under Section 13.

1.20 INFRASTRUCTURE INVESTMENT CHARGE

Shall mean the charge assessed to an active service address for all Small Meter, Large Meter and Public Corporation and Special Improvement Districts customers as listed under Section 13 to help fund the annual system wide infrastructure investment program.

1.21 TOTAL WATER CHARGES

Shall mean the sum of the base system fee plus the infrastructure investment charge.

2.00 AVAILABILITY AND TYPES OF SERVICE

2.01 TERRITORIAL LIMITS

For purposes of this Tariff, the phrase, "territorial limits," means the geographic boundaries of an appropriate water district.

The territorial limits of the Erie County Water Authority District have been established by state law, codified as Public Authorities Law § 1052. The rules, regulations, rates, charges, and fees herein prescribed shall be applicable to the supply of water and the furnishing of services and facilities by the Authority within or without the territorial limits of the Erie County Water Authority District.

The territorial limits of Public Corporation or Special Improvement District is defined by the limits established at the time of creation of the Public Corporation or Special Improvement District. Public Corporations include municipal corporations, including a county, city, town or village, or public benefit corporations. Special Improvement Districts, for purposes of this Tariff, includes water districts created by a municipal corporation or a federally recognized Indian nation and having designated governing board acting as water commissioners for the district.

2.02 TYPES OF SERVICE AVAILABLE

Upon compliance with the rules and regulations herein prescribed and the payment of service charges and deposits applicable to the service requested, the Authority will furnish and provide service to the following categories of customers:

A. DOMESTIC, INDUSTRIAL AND COMMERCIAL USERS

1. Water will be provided from existing mains appropriate to the service requested as prescribed in the paragraphs hereof numbered 2.03 to 2.04 inclusive; or
2. Where the owner's premises abuts a street in which there is no existing main appropriate to the service requested or the existing main does not extend across the full frontage of the premises; service will be provided upon the execution of an appropriate main extension contract as provided in Section 10.00 hereof.

B. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS

1. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish an adequate supply of water within the territorial limits of public corporations or special improvement districts, which do not own or are not connected to an independent source of water supply as provided in paragraphs 2.05 to 2.11 inclusive subject to approval by the New York State Department of Health.

2. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish a supplemental supply of water for all purposes within the territorial limits of public corporations or special improvement districts, which own or are connected to an independent source of water supply as provided in paragraphs 2.12 to 2.15 inclusive, subject to approval by the New York State Department of Health and New York State Department of Environmental Conservation, Office of Environmental Analysis.

C. LEASE MANAGED AREAS

1. Service will be provided to domestic, industrial, and commercial customers within Special Improvement Districts and Villages whose facilities are leased to the Authority as provided in paragraphs 2.16 to 2.22 inclusive.

D. TEMPORARY OR OCCASIONAL SERVICE

1. Water will be provided on a temporary basis as specified in paragraphs 2.23 to 2.27 inclusive.

E. FIRE PROTECTION

1. Private Fire Protection will be provided as specified in Section 7.00.
2. Public Fire Protection will be provided as specified in Section 8.00.

F. MISCELLANEOUS

1. Miscellaneous service will be provided as outlined in paragraph 2.28.

SERVICE OF WATER FROM EXISTING MAINS APPROPRIATE TO THE SERVICE REQUESTED

- 2.03** The Authority will provide the service of water to the owner for any premises which fronts and is numbered on any street in which there is installed an Authority owned main appropriate to the service requested which extends across the full frontage of the premises to be served.
- 2.04** The requirement that a main extend across the full frontage of the premises to be served may be waived by the Authority where it appears to the satisfaction of the Authority that such existing main without further extension will satisfactorily serve present and future requirements of both the applicant and the Authority.

**SERVICE OF WATER TO PUBLIC CORPORATIONS AND
SPECIAL IMPROVEMENT DISTRICTS AS THE SOLE WATER SUPPLY**

- 2.05** The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which do not own or are not connected to an independent source of water supply for the following purposes and subject to the terms and conditions hereinafter prescribed upon receipt of a proper application:
- A. For a supply of water to be distributed and sold by such Public Corporation or Special Improvement District, and extensions thereof, through its own facilities to residents and inhabitants thereof.
 - B. For a supply of water to be delivered through its own facilities and sold by such Public Corporations or Special Improvement Districts outside of their territorial limits to another person, public corporation, or Special Improvement District.
- 2.06** Where a supply of water is to be provided by the Authority for the purposes specified in paragraph 2.05, the proper public officials of the applicant shall certify in writing to the Authority that the facilities of the applicant installed or proposed to be installed will be operated and maintained by the applicant; that the service of water to the residents and inhabitants within applicant's territorial limits will be performed by the applicant, and that such facilities will remain the property of the applicant unless the Authority shall give its consent in writing to the transfer of its ownership thereof.
- 2.07** For the purposes specified in paragraph 2.05, the applicant shall warrant to the Authority that its mains, storage tanks, pumping stations, cross-connection control program, and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial and industrial use as well as for public and private fire protection; and that additional sales of water to the applicant for resale to persons, Public Corporations and Special Improvement Districts outside of its territorial limits will not impair the supply or pressure of water when being served by the applicant to its residents and inhabitants.
- 2.08** Acceptance of an application made by a Public Corporation or Special Improvement District shall depend upon:
- A. The consent of the State of New York Department of Environmental Conservation, Office of Environmental Analysis, where required; and
 - B. A determination in the sole discretion of the Authority that the conditions of the service requested are economically feasible and within the capacity of the Authority to render without prejudice to the demands imposed upon its system by its other customers.

- 2.09** On and after the effective date hereof, the furnishing and delivering of water to a Public Corporation or Special Improvement District now or hereafter taking a supply of water from the Authority shall be made pursuant to the terms of a contract between the Authority and the governing board thereof.
- 2.10** The contract, known as a bulk sales agreement, shall contain, but without limitations, the following provisions:
- A. That the Authority will furnish a supply of water at designated metered connections but shall not be responsible for the water beyond such delivery point or points.
 - B. That the purchaser will install at its own cost and expense a suitable meter pit and necessary piping, fittings, valves and pipe couplings at each point or location where water is delivered by the Authority to the purchaser and at each location where water is sold by the purchaser to persons, Public Corporations or Special Improvement Districts outside of its territorial limits. The Authority will, at its own cost and expense furnish, install and maintain a meter and meter couplings to record the quantity of water through each such metered connection.
 - C. All water delivered and sold shall be at the rates and charges as set forth in subparagraph C of paragraph 13.01.
 - D. The bill for water sold and delivered to the purchaser shall be computed as the quantity of water registered on each intake meter recording the delivery of water to the purchaser less the quantity of water registered on each subtraction meter recording the delivery of water outside of the purchaser's territorial limits for distribution by the Authority, subject to minimum allowances.
 - E. In the event the Authority, in periods of drought or emergencies, restricts, curtails, or prohibits the use of water for secondary purposes, i.e., landscaping/lawn irrigation, car washing, filling swimming pools, etc., the Public Corporation or Special Improvement District will use its best efforts to secure the cooperation of its customers to comply with the Authority's regulations with respect to the use of water.
 - F. Every Public Corporation and Special Improvement District applying for a supply of water from the Authority after the effective date hereof shall agree that it will not sell or supply water to any property located within its territorial limits which abuts, faces or is numbered on a street in which there is an existing Authority owned main through which the service of water to such premises can be provided by direct connection thereto or by means of a main extension therefrom, as provided in Section 10.00 hereof.
 - G. The purchaser understands and agrees to allow and permit the Authority to use the facilities of the district without the imposition of any rentals or other charges thereof and to transport water to areas located outside and beyond the limits of the district.

H. The Public Corporation or Special Improvement District understands and agrees that in the event the Authority elects to transport water to areas outside and beyond the limits of the purchaser, the bill for water sold to the purchaser will be adjusted in accordance with subparagraph D of paragraph 2.10.

I. In the event that the Authority exercises its rights to give notice of intent to renegotiate the existing contract for the furnishing and delivering of water to a Public Corporation or Special Improvement District and the corporation or special improvement district does not enter into a new contract by the expiration date, then the conditions outlined in Section 2.10, A- H, will supersede any terms and conditions of the previous contract(s) which may exist as long as the Authority continues to provide water and until the Authority and the purchaser enter into a new contract.

2.11 Every Public Corporation and Special Improvement District which is supplied by the Authority shall enact, enforce, and maintain a cross-connection control program and warrant to the Authority that such program complies with the requirements of the County of Erie, the State Health Department, and the requirements of the Environmental Protection Agency. A copy of the cross-connection control program and a list of installed backflow prevention devices shall be provided to the Authority.

SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS A SUPPLEMENTAL WATER SUPPLY

2.12 The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which own or are connected to an independent source of water supply. The water supply furnished by the Authority may be used to supplement the applicant's independent sources.

2.13 The applicant for a supplemental source of water from the Authority must satisfy all requirements listed in paragraphs 2.05 to 2.11 inclusive, plus those listed in paragraphs 2.14 and 2.15.

2.14 The applicant's independent water supply system which is connected to the Authority system must satisfy all requirements of the County of Erie, State Health Department, and the Environmental Protection Agency.

2.15 Pursuant to the bulk sales agreement the applicant will be subject to pay a minimum monthly payment.

LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF SPECIAL IMPROVEMENT DISTRICTS

2.16 When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Sections 197A and 198 of the Town Law, enter into a contract with the

governing board of Special Improvement Districts to lease and operate the water distribution system and other facilities of the District, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

- 2.17** The service of water by the Authority to existing and future customers of a Special Improvement District will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.18** The governing board of all Special Improvement Districts shall covenant to the Authority that its mains, pumping stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection. The governing board will annually re-certify the same to the Authority by April 1 of each year.
- 2.19** Special Districts will indemnify the Authority for any and all claims brought against the Authority for damages due to a deficiency or failure in the supply of water, changes in water pressure, or bursting or breaking of any main or service pipe, including claims brought for damages to person, property or incidentally, due to causes reasonably beyond the Authority's control or through ordinary negligence.

LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF VILLAGES

- 2.20** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Section 11-1128 of the Village Law, enter into a contract with the governing board of the Village to lease and operate the water distribution system and other facilities of the Village, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.
- 2.21** The service of water by the Authority to existing and future customers of a Village will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.22** The governing board of all Villages shall covenant to the Authority that its mains, pumping

stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection.

TEMPORARY OR OCCASIONAL SERVICE OF WATER

- 2.23** The service of water to a premises prior to occupancy by a customer will be provided to builders, contractors, developers and owners for water during construction or for the service of water in display houses prior to sale, upon the payment of the applicable charge for the size of water service connection to be installed as prescribed in subparagraph A of paragraph 13.01 and upon payment of the quarterly average water usage for like-sized meters (Service Classification No. 1), in advance, and thereafter for each subsequent quarter, until such time as an owner or occupant of the premises is served therefrom.
- 2.24** The Authority may permit connections to be made to its mains to obtain a supply of metered water for hauling in tankers. The applicant may be required to install, at its own cost and expense, a suitable meter housing and all necessary piping, fittings, valves, and couplings to receive the meter and backflow prevention devices. The applicant shall also obtain all necessary permits and consents to construct and maintain the meter housing. Upon receipt of the deposit provided for in paragraph 14.05 hereof, the Authority will furnish, install, and maintain the meter, meter couplings and backflow prevention device.
- 2.25** The Authority will issue permits allowing persons to take water from:
- A. Hydrants- after receipt of the proper application and advance payment of deposits and fees as specified in paragraph 14.05 and 14.06.

The person must apply annually for the permit and pay a deposit as specified in paragraph 14.05 for a meter and backflow device and must also pay a fee as specified in paragraph 14.06 to cover the costs of the Authority administering the hydrant permit program. The fee as specified in paragraph 14.06 is waived for municipalities that receive service under a Direct Service or Lease Management agreement with the Authority. If the permit is for the use of multiple hydrants, the permit holder agrees to inform the Authority of the new location each time the device is moved from one hydrant to another. All water used will be billed at the rates set forth in Service Classification No. 1-A and at a frequency to be determined by the Authority.

Failure of the permit holder to inform the Authority of the new location of the device or any use of hydrants beyond those covered by a permit is prohibited as described in paragraph 11.02 and shall constitute a misdemeanor, punishable by fine or imprisonment up to 30 days, as set forth in Section 1054 (10) of the Public Authorities Law. Unauthorized hydrant use will be subject to a charge equal to the estimated water used and other actual costs incurred by the Authority, and as specified in paragraph 14.13. If any device is not returned or is returned in damaged condition, the

cost of replacement or repair will be billed to the customer as listed in paragraph 14.07.

- B. Designated locations by tanker truck after receipt of the proper application and advance payment of fees as specified in paragraphs 14.05, 14.06 and 14.12.

The Authority will also permit tank truck filling of metered water with backflow protection at designated locations. The applicant will register with a Customer Service Representative and pay a deposit and fee as specified in paragraphs 14.05, 14.06 and 14.12. The registration fee under paragraph 14.12 is annual.

All water used will be billed at the rates set forth in Service Classification No. 3-A and at a frequency to be determined by the Authority.

- 2.26** The temporary or occasional service of water will be provided for construction jobs, fairs, circuses, military installations, emergency inter-system connections and the temporary service of water to a premises or property on which no permanent structure is or has been erected after receipt of the proper application and advance payment of fees and deposits as specified in paragraphs 13.01, 14.05 and 14.06.
- 2.27** The temporary or occasional service of water to a premises will be provided from existing mains of the Authority appropriate to the service requested, upon private rights-of-way (other than streets or highways) after receipt of the proper application and advance payment of fees as specified in paragraphs 13.02, 14.05 and 14.06.

MISCELLANEOUS SERVICE

- 2.28** Whenever application is made for any service or facility of the Authority not herein specifically provided for, the same may be provided in the discretion of the Authority but subject to such terms and conditions as the Authority may in each circumstance prescribe by resolution.

GENERAL RULES SUPPLY OF WATER

- 2.29** The Authority undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, but reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for (1) a deficiency or failure in the supply of water, or (2) any changes in water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied, are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from

causes beyond its control or through ordinary negligence, the Authority will not be liable for damages to person, property, or incidentally.

- 2.30** In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health of the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. All present and/or future customers who present the potential danger of being in violation of the New York State Sanitary Code shall install a backflow prevention device at their expense, in accordance with the Authority Cross Connection Control Program policy. A copy is available for review at the Authority's Service Center. After fulfilling the aforementioned requirement, the device is to be tested annually by a certified tester, in compliance with the Public Water Supply Guide, Cross Connection Control, at the customer's sole expense and shall provide the Authority with a certification of said test. The customer shall retain the services of an independent certified tester. A current list of certified testers is available from the Authority or the Erie County Health Department.
- 2.31** When determined by resolution of the Authority to be essential to the protection of the public health, safety and welfare in periods of drought or emergency, the Authority reserves the right to restrict, curtail or prohibit the use of water for secondary purposes i.e. landscaping/lawn irrigation, car washing or filling swimming pools, etc., and shall have the right to fix the hours and periods when water may be used for such purposes.

DISCONTINUANCE OF WATER SERVICE

- 2.32** Water service may be discontinued by the Authority for any one of the following reasons:
- A. For use of water other than as represented in the customer's application or through branch connections on the street side of the meter or the place reserved therefor.
 - B. Willful waste by use of water through improper and imperfect pipes, or by other means.
 - C. For molesting or tampering with any service pipes, seal, meter or other appliance owned by the Authority.
 - D. For non-payment of bills for water or services rendered by the Authority in accordance with these Rules and Regulations.
 - E. For cross-connecting pipes carrying water supplied by the Authority with any other

source of supply or with any apparatus which may endanger the quality of the Authority's water supply.

- F. For refusal of reasonable access to the property for the purpose of reading, repairing, replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures.
- G. For the furnishing or receiving of a supply of water from another premises.
- H. For failure to properly operate and maintain all customer owned facilities including but not limited to service pipes, meter pits, tile settings, backflow preventer enclosures and backflow prevention devices.
- I. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

2.33 Where two or more premises have been supplied with water prior to April 15, 1970, through one service pipe under the control of one curb stop, such service shall continue; however, if any of the parties so supplied shall violate any of the Rules and Regulations provided for herein, the Authority reserves the right to apply the foregoing shut-off regulations to the joint service line, excepting that such action shall not be taken until the innocent customer who is not in violation of the Authority's Rules and Regulations has been given reasonable opportunity to attach the service pipe leading to his premises to a separately controlled service connection.

2.34 Any customer may discontinue water service by giving the Authority advance notice not less than ten (10) days prior to the discontinuance and all liability for charges for service rendered after the discontinuance of service as herein provided for shall cease. The Authority may require the customer to give such advance notice in writing.

RESTORATION OF SERVICE

2.35 When water service to any premises has been turned off upon the order of the customer or for any of the reasons specified in paragraph 2.32 hereof and service at any premises is again desired by the same customer, a service charge shall be made as specified in paragraph 14.10 for the restoration of services providing the discontinuance of service has required only the removal of the Authority's equipment from the customer's premises, the closing of the curb stop or turning off the water elsewhere not involving any unusual expense. If, however, by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incident to the disconnection and reconnection of the service pipe.

2.36 Upon receipt of an application for a new service or for reinstatement of an existing service, the Authority will assume, and the customer warrants, that the piping and fixtures which the

service will supply are in proper order to receive the same. The Authority shall not be liable in any event, from causes beyond its control or through ordinary negligence, including but not limited to, for any accident, break or leakage, or damage caused thereby, arising in connection with the supply of water or failure to supply the same. Accordingly, the Authority will not be liable for damages to person, property or incidentally as a result of any such event.

CHANGE OF OCCUPANCY

- 2.37** The customer shall notify the Authority in advance of any change in occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is provided as required in the paragraph numbered 2.34 hereof.

FORMS

- 2.38** All applications, contracts, agreements and any other forms required in connection with the Rules and Regulations prescribed herein shall be in the form and shall contain such general conditions, provisions and terms as the Authority shall approve. Copies of all such forms shall be on file at the office of the Secretary to the Water Authority.

ACCESS TO PREMISES

- 2.39** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting, repairing meters, to turn service on or shut service off, and any inspection or service necessary as deemed by the Authority. Refusal to cooperate will be grounds for discontinuance of service, as provided in paragraph 2.32 (f).

3.00 APPLICATIONS

- 3.01** All applications for the use of water or for other services and facilities shall be made in writing on forms furnished by the Authority, and the applicant shall furnish such maps, plans and surveys and further information with respect to the premises and the service requested as may be required by the Authority. An application for service shall be accepted only from the owner or authorized agent of each premises or part thereof where the service of water is to be metered and billed.
- 3.02** The receipt of an application shall not obligate the Authority to render, perform or provide the service requested until the applicant shall have complied with the Rules and Regulations herein provided and shall have paid the applicable charges herein prescribed for the service requested.
- 3.03** On acceptance by the Authority, the application shall constitute a contract between the Authority and the applicant, obligating the applicant to pay the Authority's established rates and charges and to comply with its Rules and Regulations. Acceptance of water service and/or payment of a rendered billing constitutes a completed application in the absence of a completed application form.
- 3.04** A separate application shall be made for each premise or part thereof where the service of water is to be metered and billed to a customer. When applicable, an account origination fee as specified in paragraph 14.01 will be assessed for each application.
- 3.05** No agreement will be entered into by the Authority with any applicant for water or other service and facilities until all amounts due from the applicant which are in arrears shall have been paid.
- 3.06** Whenever a person, Public Corporation or Special Improvement District shall make application to the State of New York Department of Environmental Conservation, Office of Environmental Analysis for its approval to take a water supply or an additional water supply from the Authority or from a Public Corporation or Special Improvement District which is then supplied by the Authority, the applicant shall file with the Authority on or before making such application to the said Department of Environmental Conservation, Office of Environmental Analysis a true copy of its petition, maps, plans, engineering reports, exhibits and other papers filed in support of its application.
- 3.07** Whenever the owner or operator of a trailer park, condominium, patio home or open development applies for the service of water to the said facility, there shall be furnished to the Authority a map or plan thereof showing its location, the estimated number of units to be accommodated and the arrangement of roads, driveways and lanes affording access to and within the limits of the said facility. The use of water delivered to the applicant shall be confined to the service of water to the units and/or service building located within the said facility and shall not be used to furnish water to any other structure or premises.

4.00 INSTALLATION OF WATER SERVICE CONNECTIONS

- 4.01** On and after the effective date hereof, whenever application is made for the service of water (except the type of service provided in the paragraphs hereof numbered 2.24 to 2.27 inclusive), the applicant will be required to pay the connection charge prescribed in paragraph 14.14 for every installation of a water service connection required for the service of water to a premise or any part thereof. Payment of the connection charge will not be required for service to lots whose water service connections are not installed by the Authority.
- 4.02** A water service connection, including a curb box and curb stop shall be required for each premises where the total quantity of water delivered and furnished thereto is to be billed and metered to a single customer. If, however, the quantities of water furnished to a premises are to be separately and individually metered and billed by the Authority to the several occupants thereof, then a separate water service connection, including a curb box and curb stop shall be installed for the delivery of water to each part of such premises.
- 4.03** Upon acceptance of a proper application from an owner of any premises and upon payment of the applicable charge for the size of a service to be installed as prescribed in paragraph 14.14, the Authority will furnish, place, construct, operate, maintain and when necessary, replace, at its own cost and expense, the water service connection to the Authority's main. Easements and Certificates of Title issued by a title company licensed by the State of New York acceptable to the Authority shall be furnished at the applicant's expense when necessary for all water service installations. All water service connections and appurtenances thereto installed by the Authority shall remain the property of the Authority.
- 4.04** At its own expense, the applicant shall install, maintain and when necessary, replace the service pipe beyond the curb stop together with a valve to be located just inside the building wall, permitting the control of water supply by the customer. For this installation and maintenance thereof, the customer shall ensure that all work shall be performed in a manner satisfactory to the Authority. The minimum size, the materials, depth of cover and method of construction shall be in conformance with Authority standards. If any defects in workmanship or materials are found or if the customer's service pipe has not been installed in accordance with such specifications or in conformity with the Authority's requirements, water service will either not be turned on or will be discontinued until such defects are remedied.
- 4.05** All service pipes shall be installed throughout its length as nearly as possible at right angles to the structure to which service is to be rendered.
- 4.06** All service pipes shall have a minimum cover of five (5) feet. All service pipes shall not be less than three fourths (3/4") inch inside diameter and shall be of Type K, soft tempered copper tubing or for service four (4") inches in diameter or larger, ductile iron pipe and

suitable for service under a pressure of at least two hundred (200) pounds per square inch. The Authority reserves the right in all cases to stipulate the size and type of service connections to be used.

- 4.07** In those cases where a customer-owned service pipe 1" in diameter or less, is frozen, the thawing may be done by the Authority at the expense of the customer. To avoid a recurrence, the Authority may order an examination of the customer's service pipe, and if the same is not in conformance with Authority standards, the Authority reserves the right to require it to be so relocated before service is resumed.
- 4.08** No water service connection will be installed by the Authority until the service pipes and service connection from the premises to the street, including backflow prevention devices, if required, have been installed in a manner satisfactory to the Authority. However, the Authority may install a water service connection to a premises provided that the location of the water service connection has been satisfactorily identified to the Water Authority, full payment for the proposed water service connection made, in the opinion of the Water Authority, a request for water service is anticipated at an early date, and the main from which the water service connection is to be installed has been accepted by resolution of the Authority.

5.00 D E P O S I T S

DEPOSITS TO SECURE THE PAYMENT OF BILLS AND CHARGES

- 5.01** Any customer whose account has become delinquent for a period of ten (10) days may be required to make a deposit with the Authority in the amount hereinafter prescribed as security for the payment of water bills.
- 5.02** Any customer whose service of water has been discontinued by the Authority for non-payment of a bill or charge for water or any other service or facility rendered by the Authority may be required, subject to departmental guidelines, to make a deposit with the Authority in the amount hereinafter set forth and in addition thereto, to pay all bills and charges in arrears together with a charge for restoration of service.
- 5.03** As security for payment of bills, the Authority may require of any applicant a deposit in the amount hereinafter described, payable at the time of application for service.
- 5.04** The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size. When service is discontinued and final bills paid, or when the customer has established satisfactory credit in the judgment of the Authority, the deposit will be refunded without interest to the customer.

DEPOSITS FOR TEMPORARY SERVICE OF WATER AND THE SETTING OF A METER

- 5.05** A payment, as security for the return of the meter and backflow preventer, in the amount described in paragraph 14.05(B) will be collected for the temporary service of water and the setting of a meter therefor, such as, but not limited to, construction jobs, fairs, circuses, military installations, emergency inter-system connections, and for the service of water to the premises or property upon which no permanent structure is or has been erected.

The amount of the deposit hereinabove provided for will be refunded by the Authority without interest when the meter and backflow preventer is returned and provided that the same is found to be in proper condition for re-use after inspection and test. Any cost of repairs found to be necessary will be deducted from the deposit made at the time the meter and backflow preventer was originally issued or set. In addition, an administrative fee in the amount described in paragraph 14.06 will be charged by the Authority to cover administrative and other costs of this program. The deposit requirement set forth in this paragraph is waived for municipalities that receive service under a Direct Service or Lease Management agreement with the Authority.

6.00 INSTALLATION OF METERS

- 6.01** The Authority reserves the right to stipulate the size, type and make of meter to be used to record the consumption of water by any customer.
- 6.02** An individual meter shall be required for each separate service connection to a premises or for each premises or part thereof where the consumption of water is to be billed to a customer.
- 6.03** The customer shall provide a suitable location for the installation of the meter subject to the approval of the Authority so as to protect the meter and to measure the entire supply of water through the connection.
- 6.04** The Authority shall, in its sole discretion, furnish, install, and maintain meters and meter couplings, but the customer shall install on his premises the necessary piping, fittings, valves, and pipe couplings to receive the meter. The Authority recommends the installation of suitable equipment properly located and installed to prevent backflow which may cause damage to the meter or other damage to the plumbing or the Authority's system. The homeowner warrants that all piping, fittings, valves and pipe couplings to receive the meter are adequate and able to properly accept water from the Authority. The Authority shall not be liable for damages to person, property, or incidental, caused by the failure of any pipe, fitting, valve or pipe coupling, or failure to install same, for causes beyond its control or through ordinary negligence.
- 6.05** All meters and meter couplings shall, at all times, remain the sole property of the Authority. All meters will be maintained by and at the expense of the Authority insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to all external causes. In the case of a damaged or lost meter, the Authority will repair or replace the meter and the cost shall be paid by the customer as specified in paragraph 14.07.
- 6.06** When a meter is located in the building being served, the meter shall be located on an exterior wall closest to the point where the water service enters the building. Where a meter cannot be set in the building to be served or where the distance from the property line to the front wall of the building is more than one hundred fifty (150) feet, the Authority reserves the right to require that the meter or meters be set at or near the property line of the premises to be served. Meters shall be installed in a meter vault, meter pit, backflow preventer enclosure or other suitable location.
- 6.07** It shall be the obligation of the customer to inspect, maintain and, when necessary, repair or replace the facilities required to house the meter. If the customer fails to maintain the meter housing, the Authority may undertake repairs or replacement of same and shall be fully reimbursed by the customer for all actual costs incurred. The Authority shall not be liable for damages to any premises in connection with the testing, removal or failure of any meter.

- 6.08** Where more than one meter is required to record the total consumption of water by a customer, additional meters for such purposes will be furnished by the Authority but shall be set on the customer's premises in such manner and at such location as the Authority may prescribe.
- 6.09** The Authority reserves the right to remove any meters at any time and to substitute another meter in its place. In case of a disputed account involving the question as to the accuracy of the meter, such meter shall be tested by the Authority upon request of the customer and after advance payment of fees as specified in paragraphs 14.02 and 14.09. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration. The Authority shall not be liable for damages resulting from the testing, repair or replacement of a meter due to causes reasonably beyond its control or through ordinary negligence.
- 6.10** If the customer makes arrangements to have a meter set, serviced, read or replaced and fails to keep the appointment, thus necessitating another installation trip, a service charge as specified in paragraph 14.02 may be made.
- 6.11** If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge as specified in paragraph 14.10.
- 6.12** Customers who request a different size meter after the initial installation has been made will be required to pay a service charge based on the larger of the new or existing meter as specified in paragraph 14.08.
- 6.13 SHARED METERS**
1. No new shared meters shall be installed.
 2. Current customers with an existing shared meter shall continue to be responsible for the payment of all water charges.

7.00 PRIVATE FIRE PROTECTION

- 7.01** Upon written application for Private Fire Protection service made by an owner or occupant of any property abutting on a street, the Authority will install the water service connection between the main and the curb stop at the expense of the applicant.
- 7.02** If a hydrant is installed on a Private Fire Protection service line, such hydrant shall be located on the owner or occupant's property and installed by him at his expense; however, the Authority reserves the right to approve the type of hydrant and the manner of installation before service is provided.
- 7.03** Private Fire Protection shall be provided only by contract between the Authority and the applicant therefore, which shall contain the following conditions:
- A. The connection is to be used for fire protection only and is to have no connection whatsoever with any taps that may be used for other than fire purposes, and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York and meeting the requirements of the Environmental Protection Agency.
 - B. The applicant specifically agrees not to draw any water whatsoever through said connection for any purposes except the extinguishing of fires or a periodic test of the fire protection system.
 - C. The applicant agrees to notify the Authority of the time of all tests so that if desired, the Authority may have a representative present. Such notification, however, need not be formal or written, but may be given by telephone to the principal office and place of business of the Authority.
 - D. Any authorized representative of the Authority shall have free access to the premises of the applicant at any reasonable time for the purpose of inspecting the said connections, pipes and appurtenances connected thereto.
 - E. Violations by the applicant of either Condition A or Condition B of this Agreement shall terminate the agreement and the Authority may disconnect the pipe, shut off the supply of water or require the installation of a backflow prevention device.
 - F. The applicant shall agree to pay for services rendered under this contract at the rates and charges and under the terms set forth in Service Classification No. 2 of the Authority's Rules for the Sale of Water and the Collection of Rents and Charges. If, at any time, the applicant elects to change the terms of this contract with respect to size of connection or number of fire protective devices, this contract shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
 - G. The Authority shall not be liable for damages, including, but not limited to damages to a

person, property, special or incidental damages, for a deficiency or failure in the supply of water, or any changes in water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or an attachment to the Authority's property, including, but not limited to, flooding or projectiles caused by such an occurrence, whether due to causes beyond the Authority's control or through ordinary negligence.

7.04 The Authority will install a private fire service connection upon receiving, in advance, from the applicant the water service connection fee set forth in paragraph 14.14.

7.05 The following procedure shall apply for all applications for private fire protection or large service with hydrants.

- A. A plan (3 prints) showing the proposed service location and size shall be submitted to the Authority. The plan shall be signed and sealed by a licensed professional engineer or registered architect.
- B. All applications and plans submitted shall be accompanied by a statement by the architect and/or engineer as to the volume of water required at the site and is as recommended by the fire rating organization for optimum rating.
- C. In lieu of a licensed engineer or architect, plans may be submitted by a qualified representative of a fire rating organization or underwriter.
- D. Soon after receipt of application, the applicant will have an underwriter representative take a flow test in the vicinity of the applicant's premises or furnish the Authority a satisfactory certified copy of a recent flow test taken at a nearby location.
- E. A full report of the flow test will be made. A copy of the report shall be sent to the applicant and a copy filed in the Authority's files.
- F. The applicant must execute a contract with the Authority. The contract shall contain, inter alia, the following:

"The Authority reserves the right, at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from causes beyond its control or through ordinary negligence, the Authority will not

be liable for damages to person, property or incidentally."

- G. The applicant covenants to the Authority that there are and will be no cross-connections between the Private Fire Protection System and the potable water system supplied by the Authority to the premises.
- H. The applicant shall install a backflow prevention device when required by the Authority in accordance with the Authority's Cross Connection Control Program policy.

8.00 PUBLIC FIRE PROTECTION

- 8.01** When determined by the Authority to be economically feasible and upon receipt of a duly certified resolution adopted by a public body properly qualified and authorized by law to contract and pay for Public Fire Protection Service, the Authority will furnish, place and install, at its own cost and expense, the hydrant and hydrant connections at the locations requested, provided that there exists, at such point or points, an existing Authority main appropriate to the service requested.
- 8.02** No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system or periodic drills by legally constituted fire companies unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present. Permits for hydrant use may be granted on an individual basis as specified in paragraph 2.25.
- 8.03** Proper fire officials shall notify the Authority within twenty-four (24) hours after the use of an Authority hydrant for Public Fire Protection in order that the Authority may inspect the hydrant and determine whether it has been returned to its proper operating condition. Similar reports shall be made of any unauthorized hydrant use observed by public officials.
- 8.04** Changes in the location of an existing hydrant will be made, except where otherwise required by law, at the expense of the person, firm or corporation requesting such change in location, provided that any public body previously designating the location of the hydrant shall have consented thereto in writing.
- 8.05** In instances where the Authority discovers that a hydrant has been installed without the knowledge or prior approval of the Authority, a "back billing" for service to the hydrant will be rendered as specified in paragraph 13.03 from the date of installation of the hydrant.
- 8.06** On an annual basis, the Authority will provide to the public body responsible for payment of hydrant service charges an inventory of all hydrants for which that body is being billed. This inventory will be considered correct in all respects unless a dispute is registered with the Authority within 60 days of the date of mailing.

9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS

- 9.01** All bills are payable in accordance with the terms of the applicable service classification. The owner of a property is responsible for the payment of all bills. All bills will be rendered in the name of the property owner and sent directly to the property owner regardless of whether the owner occupies the premises where service is being provided. If a new service is installed or a change in occupancy occurs at any time during the billing period, the base system fee and the amount of water allowed thereunder will be prorated according to the number of days remaining to complete the billing period after the service has been made available.
- 9.02** Customers will be billed annually, quarterly, or monthly, in advance or in arrears, at the option of the Authority.
- 9.03** The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Authority, except as hereinafter provided:
- A. In cases where it is found that the meter has failed to register, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, except where it can be shown that there has been a change of occupancy of the premises or in the use of water in which case an adjustment shall be made.
 - B. In cases where it is found that a reading cannot be obtained, an estimated bill may be rendered to the customer. The quantity may be determined by the average registration of the meter in a corresponding past period, except where it can be shown that there has been a change of occupancy of the premises or in the use of water. In such cases, when a reading is obtained, the bill will be adjusted to reflect the actual consumption with full credit for total water charges for the periods involved.
 - C. In cases where a reading is obtained prior to the assigned billing date for the account, a calculated bill may be rendered to the customer based on the reading obtained.
 - D. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer. The fee for testing such meter will be as specified in paragraph 14.09. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.
- 9.04** The customer shall notify the Authority in advance of any change in ownership or occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is

given as required herein as in paragraph 2.33 hereof. When transfers of ownership arise from the sale or foreclosure of a property, the new owner shall be responsible for the payment of all charges accumulated prior to the date of sale.

- 9.05** If a customer requests that a final meter reading be made at a time other than the normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, a service charge as specified in paragraph 14.02 will be assessed. If a customer makes arrangements to have a final reading made during the normal service hours specified above and fails to keep the appointment thus necessitating an additional trip, a service charge as specified in paragraph 14.02 will be assessed.
- 9.06** All bills are payable when rendered. Except for any water bill or charges billed under Service Classification No. 1C and 3, any water charges, services or replacements must be paid within fifteen (15) days following the rendering of the bill. Any water charges, services or replacements billed under Service Classification No. 1 must be paid within thirty (30) days after the rendering of the bill. Any water charges, services or replacements billed under Service Classification No. 3 must be paid within forty-five (45) days after the rendering of the bill. The Authority or its agents may discontinue water service to any customer who has failed to make payment according to the terms of this paragraph. Water service will not be reestablished for such customer until the unpaid charges, together with the charge for restoration of service as elsewhere provided herein are fully paid, and the deposit as specified in paragraph 14.05 has been paid.
- 9.07** Where the interior piping in any existing premises cannot be changed without undue or excessive cost to the customer or where more accurate registration would be obtained by two or more meters, the installation and use of more than one meter may be permitted by the Authority. In such case, the consumption through all meters will be combined to compute the total bill, but in no event will the total bill be less than the combined minimum charge for all said meters. In all other cases, meters will be billed individually.
- 9.08** Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.
- A. In case of dispute as to payment of a bill, the customer will be required to present the receipted bill, canceled check or other evidence of payment.
- B. The Authority will, upon request of the customer or for other reasons, make an inspection of the premises on account of apparently excessive bills. Inspections are limited to premises served by meters 1" and smaller and further limited to meters that serve no more than three units. After the Authority has made a complete inspection, no additional inspection will be made for a period of one (1) year. However, the Authority may order an inspection at any time if conditions warrant.
- C. The Authority shall not discontinue service to a customer for non-payment of amounts owing that are in dispute until such time as the Authority completes its investigation and makes a final determination of the issue in dispute.

- 9.09** The customer is solely responsible for the water delivered beyond the Authority's meter, and the Authority is not responsible for maintenance and repair of the pipe and fixtures beyond the curb stop. In order to encourage prompt repair of leaking pipes or fixtures, the Authority may, under certain conditions, grant allowances for apparently excessive bills resulting from leaking beyond the meter. Granting of an allowance shall be in the sole discretion of the Authority. All risks of loss beyond the point of delivery shall be borne by the customer, except as provided herein.
- A. Allowance may be granted only when a claim has been received as provided in 9.08 above, and evidence clearly shows the apparently excessive bill is due to leaking of pipes or fixtures and not wasteful use and then only when repairs have been promptly made and reported to the Authority. The allowance, if granted, will be for not more than two billing periods including that in which the claim was made.
 - B. An allowance shall not exceed one-half of the excess delivery due to leakage over the normal usage for the period.
 - C. No allowance shall apply to customers taking water for resale.
 - D. The Authority shall be the sole judge in determining the amount of excess resulting from the leakage.
 - E. No more than one leak allowance will be granted for the same service for leakage occurring within any 36-month period, regardless of ownership or management.
 - F. The Authority will not refund overbilled amounts beyond 180 days from the time that the invoice was placed in the mail to the customer.
 - G. The Authority shall not initiate the pursuit of payment underbilled amounts beyond 180 days from the date that the invoice was placed in the mail to the customer.
- 9.10** A delinquent service charge as specified in paragraph 14.03 shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.
- 9.11** A courtesy delinquent charge reversal may be given annually if the customer has a good payment history, requests the reversal and is not merely refusing to pay the delinquent charge.
- 9.12** Any check, draft, electronic fund transfer, credit card payment or other form of payment offered as consideration for the payment of any charge or fee specified within these Rules and Regulations which is subsequently returned for insufficient funds or otherwise not honored for payment will be subject to an additional fee as specified in paragraph 14.04.

- 9.13** If three or more checks, drafts, or electronic fund transfers are returned to the Authority for nonpayment within a one-year period, the Authority reserves the right to prohibit such payments for the subsequent one-year period during which payment must be made by money order or credit card.
- 9.14** At the Authority's sole discretion, Authority personnel may make payment arrangements with customers at terms and conditions agreeable to the Authority. Such payment arrangements may set forth the terms and conditions including the method of payment and the applicability of late charges.

10.00 EXTENSIONS OF MAINS

- 10.01** All extensions of or from the Authority-owned mains will be made at the expense of the applicant from the nearest existing main appropriate to the service requested pursuant to one of the following contract or agreement to be provided by the Authority:

MAIN EXTENSION AGREEMENT (BUILDER- CONTRACTOR-DEVELOPER) MAIN EXTENSION CONTRACT (OWNER-OCCUPANT) SPECIAL AGREEMENT

The contract or agreement shall contain such terms, conditions, and provisions which necessary to effectuate the Rules and Regulations prescribed herein. The terms of every Main Extension Contract shall be for a period of ten (10) years after the date of its execution by the Authority.

AVAILABILITY OF MAIN EXTENSION CONTRACTS

- 10.02** Main extensions pursuant to a Main Extension Agreement (Builder-Contractor-Developer), will be made by the Builder-Contractor-Developer in accordance with the provisions contained herein. Main Extensions pursuant to a Main Extension Contract (Owner-Occupant) will be made by the Authority in accordance with the provisions contained herein, upon written application of an owner, other than a developer, contractor or builder, or occupant of a premises fronting on or numbered on a street wherein there is no Authority owned main appropriate to the service requested, or where the existing main does not extend across the full frontage of the premises to be served. Main Extensions pursuant to Special Agreements may be made by the Authority as contracted with an applicant for service at a cost which will make the service economically feasible.

GENERAL PROVISIONS

- 10.03** All applicants for main extension shall execute and deliver, without cost to the Authority, a Certificate of Title issued by a title company licensed by the State of New York and permanent easements or rights-of-way when necessary for the installation, operation and maintenance of water service connections, main extensions or subsequent additions thereto.
- 10.04** The Authority shall not be obliged to extend any main until satisfactory certificate of title, issued by a title company licensed by the State of New York, easements or rights-of-way have been obtained or the applicant shall have agreed to pay such costs as may be incurred if at their request the Authority obtains the same from persons who are not applicants for service.
- 10.05** In lieu of such permanent easements, the Authority will accept certifications, in writing, from the proper officials of municipal corporations that a deed to such street has been recorded and that the street has been dedicated and accepted by the municipality.

- 10.06** Every main extension shall be of such length as to provide access to each premises to be served and for footage of main across the entire frontage thereof.
- 10.07** The Authority reserves the right to determine and specify the diameter and type of pipe required to provide the service requested and, subject to the requirements of public authorities, its location within or without the limits of a street. The minimum size main shall be eight (8) inches unless the Authority determines that a smaller size main will provide the necessary service.
- 10.08** The Authority further reserves the right to install or have installed a main larger in diameter than required to render the service requested in which case the Authority will install or have installed the main and charge the cost of the main required for the service requested to the applicant.
- 10.09** Title to all main extensions shall be vested in the Authority and the Authority shall have the right to further extend any main installed pursuant to the terms of a Main Extension Contract (Owner-Occupant); Main Extension Agreement (Builder-Contractor-Developer) or Special Agreement in or to other streets or premises without repayment or refund to any applicant other than those provided for herein.
- 10.10** On and after ten (10) years from the date of each Main Extension Contract, all rights to receive the refunds and repayments provided for in the paragraph hereof numbered 10.30 shall cease and be at an end and any amounts not then repaid shall belong to and be retained by the Authority. The aggregate amount to be repaid and refunded by the Authority shall not exceed the total amount advanced by the applicant for the installation of the main extension. The right to receive refunds and repayments provided for herein shall be personal to the applicant and shall be unassignable either as collateral security or otherwise.

MAIN EXTENSION AGREEMENT (BUILDER-CONTRACTOR-DEVELOPER)

- 10.11** Before the Authority will enter into a Main Extension Agreement, the applicant (Builder-Contractor-Developer) must submit two (2) prints of subdivision drawings showing the proposed water main installation to the Authority's Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval.
- 10.12** After Authority approval has been received, final approval of the subdivision drawings must be obtained from the town or appropriate governing body. Two reproducibles of the approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducibles of the signed drawings will be returned to the applicant (Builder-Contractor-Developer) upon execution of the Main Extension Agreement.

- 10.13** Prior to beginning installation of the water mains and appurtenances, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Name of contractor who will be installing water mains and appurtenances;
 - B. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - C. Name of engineer who will do the full-time inspection;
 - D. Five (5) days advance written notice of the starting date of construction.
- 10.14** The installation of water mains and appurtenances shall be in strict accordance with Authority specifications, copies of which will be provided. All taps to existing mains and all tie-in connections to ends of existing mains will be made by the applicant (Builder-Contractor-Developer) at his expense under the direction and full-time inspection of a representative of the Authority.
- 10.15** After the installation is completed, the applicant (Builder-Contractor-Developer) shall contact the Authority's Engineering Department to arrange for inspection of the work. A representative of the applicant (Builder-Contractor-Developer) and the applicant's (Builder-Contractor-Developer) engineer shall be present during the inspection. After the inspection, the applicant's (Builder-Contractor-Developer) engineer shall conduct the required leakage and pressure tests and the disinfection of the water mains and appurtenances. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure test and the disinfection of the water mains and appurtenances. Upon completion of these tests, the mains shall be shut off and not placed into service until approved by the Authority, all legal and administrative requirements have been satisfied and the work has been accepted by resolution of the Authority; then, the Authority will turn on the new mains and service can begin.
- 10.16** If the main should fail the pressure or leakage test, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.
- 10.17** The applicant (Builder-Contractor-Developer) shall arrange for bacteriological testing. The testing laboratory shall submit test results directly to the Authority.
- 10.18** Within four (4) weeks of the date the Erie County Health Department certificate of acceptance is received, and prior to the date water service is begun, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twenty-four (24) months following completion of the installation of water

mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. During this period, the applicant (Builder-Contractor-Developer) agrees to maintain and repair the watermains and appurtenances accepted by the resolution of the Authority. If the applicant defaults on its obligation, the Authority may seek to recover the cost for maintenance and repair from the carrier of the maintenance bond.

- B. Payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. The applicant (Builder-Contractor-Developer) will provide the payment bond to ensure all labor and materials supplied for the construction and installation of the watermains and appurtenances have been fully paid and that the Authority accepts such watermains and appurtenances without liens and other encumbrances.
- C. Statement, signed and sealed by the applicant's (Builder-Contractor-Developer) engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the applicant's (Builder-Contractor-Developer) engineer provided full time resident inspection of the work.
- D. One (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. This drawing shall be marked "Record Drawing" and bear the seal and license number of the applicant's (Builder-Contractor-Developer) engineer licensed to practice in the State of New York. The applicant's (Builder-Contractor-Developer) engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawing.
- E. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to the bill of sale on the form provided by the Authority.

10.19 The Authority will review and verify the actual construction cost of the main and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and all other appurtenances required to be completed before the work is accepted by resolution of the Authority.

10.20 Water service connections will be installed by the Authority.

- 10.21** Meter installations will be in accordance with the provisions of Section 6.00 herein.
- 10.22** Before the Authority will install water service connections from a main, the main and appurtenances must be accepted by a resolution of the Authority and payment for all water service connections must be made to the Authority.
- 10.23** If the Authority requires that a main greater than eight (8") inches in diameter be installed for the Authority's convenience in a subdivision, the Authority will install the main. The applicant (Builder-Contractor-Developer) will be required to pay the Authority the cost of an eight (8") inch main for that section of main which provides service for the applicant's (Builder-Contractor-Developer) subdivision. If the applicant (Builder-Contractor-Developer) requires a main larger than an eight (8") inch for service to the subdivision, he shall pay the Authority the estimated cost of the main required for the subdivision. The Authority must receive the payment set forth above before the Authority will provide service to the houses in the subdivision.
- 10.24** Vacant lots in new subdivisions which are to receive water service from an existing main appropriate to the service requested will not be included in the Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. These services will be installed by the Authority in accordance with the provisions of Section 4.00 herein.

MAIN EXTENSION CONTRACT (OWNER-OCCUPANT)

- 10.25** Applicants (Owner-Occupant) for Main Extension Contracts shall be required to advance the entire estimated cost of the extension. If the entire actual cost of the extension exceeds the estimated cost thereof, the applicant (Owner-Occupant) will be required to pay to the Authority the amount of such excess upon receipt of a statement in writing of the amount thereof.
- 10.26** The Authority will extend its main pursuant to a Main Extension Contract (Owner-Occupant) upon receipt in advance from the applicant or applicants (Owner-Occupant) of an amount equivalent to the entire estimated cost of the main extension, excepting such portions of the cost thereof as the Authority shall, in said contract, assume and agree to pay as provided in paragraph 10.28 hereof. The applicant (Owner-Occupant) may be a group of owners and/or occupants.
- 10.27** In the event the applicant (Owner-Occupant) requests a field survey be made to determine the estimated cost of the extension, the Authority will cause such survey to be made upon payment in advance from the applicant (Owner-Occupant) the sum of the estimated cost of the work, which is not refundable.

- 10.28** Applicants (Owner-Occupant) for main extensions pursuant to a Main Extension Contract will not be required to advance the estimated unit cost per foot for the following portions of main extensions, and such costs will be assumed and paid for by the Authority:
- A. The Authority will assume and pay the cost of that portion of the main extension which is installed within the limits of an intersecting street.
 - B. The Authority may assume and pay for that portion of the cost of the main extension which is required to be installed across the remaining footage of a premises other than applicant, then served with water from the main agreed to be extended, but not to exceed the distance of one hundred (100) feet.
 - C. If the main is required to be extended along a flanking corner premises, then served from another Authority owned main, the Authority will assume and pay for that portion of the main extension which is equivalent to twice the front footage of the premises so served, but not to exceed a distance of one hundred (100) feet.
- 10.29** The estimated actual costs to be borne by the applicant or applicants (Owner-Occupant) shall be advanced to the Authority at the time of execution of the Main Extension Contract. If after the completion of a main extension pursuant to a Main Extension Contract and the ascertainment of the entire actual cost thereof, the actual cost is less than the estimated actual cost of the extension advanced by the applicant or applicants (Owner-Occupant), the Authority will repay to the applicant or applicants (Owner-Occupant) the difference between said amounts. The entire actual cost of each main extension shall be arrived at by accumulating all of the costs and expenses incurred in the installation of the main and appurtenances, which sum shall be divided by the total footage of main installed. The actual unit cost per foot arrived at as aforesaid shall be applied to the total footage of main for which the applicant was required to advance the estimated actual cost.
- 10.30** The Authority will refund, without interest, to the applicant or applicants who have advanced the cost of a main extension pursuant to a Main Extension Contract (Owner-Occupant), portions of the amounts by them deposited whenever water service is subsequently furnished to a premises which is connected to the footage of the extended main covered by said deposit. The amount of such refund or refunds will be a sum equivalent to the actual unit cost per foot of the extended main which is required for each premises for which the applicant or applicants have not previously received refund. Such refund or refunds will be made by the Authority after the completion of the main extension and the ascertainment of the entire actual cost thereof.
- 10.31** The Authority may install a main greater than 8-inches in diameter at the Authority's discretion. In this case, the applicant or applicants (Owner-Occupant) will be required to pay the estimated cost of an 8-inch main. The additional cost due to the larger main will be borne by the Authority.

SPECIAL AGREEMENTS

- 10.32** Main Extension by Special Agreements may be made by the Authority when service to the applicant can be installed at a cost which will make the service economically feasible. The terms of the Special Agreement shall be as contracted by the Authority and the applicant.

EXTENSION OF MAINS IN LEASE MANAGED AREAS

- 10.33** The extension of mains in lease-managed areas will be done in accordance with the standard procedures of the Special Improvement Districts in which they are to be installed. All work shall be in accordance with the Authority's specifications, copies of which will be provided upon request.
- 10.34** All water service connections shall be installed by the Authority and paid for by the applicant pursuant to paragraph 14.14.
- 10.35** Prior to the start of construction, the governing body of the lease-managed district shall submit two (2) prints of the proposed work to the Authority for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Authority. No construction shall start without a plan approved by the Authority.
- 10.36** Upon completion of the construction, the governing body shall submit to the Authority one (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains, services and appurtenances with at least three readily identifiable ties to all fittings, valves and appurtenances. This drawing shall be marked "Record Drawing" and bear the seal and license number of an engineer licensed to practice in the State of New York. The engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawings.

11.00 PROHIBITIONS

11.01 In addition to the acts specified herein, the following are hereby prohibited:

No person shall injure any equipment or building belonging to the Authority's water system; tamper with meters; divert water from mains; use water without permission or cut or tap into any water pipe or main.

11.02 No person, except as specifically authorized by the Authority, shall take water from any public fire hydrant for any use whatsoever other than for fire purposes. The use of public fire hydrants for washing streets, flushing sewers or other uses will be done through a backflow-protected meter assembly issued to the customer by the Erie County Water Authority Meter Shop. This unit will be used for all water used. Water, as registered on the meter, will be billed to the customer at the meter rates set forth in said rate schedule under Service Classification No. 3-A.

11.03 The curb stop may not be used by the customer for turning on or shutting off the water supply but is for the exclusive use of the Authority.

11.04 Except as provided below in paragraph 11.05, only a Town, Village or legally constituted Water District will be permitted to submeter and resell water supplied by the Authority.

11.05 Submetering for the purpose of cost distribution of the Authority's bill beyond the Authority's metering point shall be permitted under the following conditions:

1. The total amount collected for water from those who are submetered shall not exceed the amount of the Authority's bill. Any additional charges imposed must be identified as such.
2. Except in the case of legally constituted condominiums, patio homes, open developments or trailer parks, the submetering is done by the Owner and those submetered are the tenants.
3. In legally constituted condominiums, patio homes, open developments or trailer parks, the homeowner's association, condominium association or other legally formed entity shall be permitted to submeter to the owners.
4. Meters used for submetering will not be supplied, maintained or read by the Authority.

13.00 CLASSIFICATION RATES AND CHARGES

SERVICE CLASSIFICATION NO. 1

13.01 The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

APPLICABLE TO USE OF SERVICES FOR:

General Metered Purposes including sales to Domestic, Commercial, Industrial, Irrigation, Public Authorities, Water Districts and other Municipal Customers.

CHARACTER OF SERVICE:

Continuous and supplemental supplies

A. SMALL METER CUSTOMERS

- Installed Meter Sizes 5/8", 3/4" and 1"

COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$5.15 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
5/8, 3/4 and 1	9,000	\$46.35	\$30.78	\$77.13

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
5/8, 3/4 and 1	3,000	\$15.45	\$10.26	\$25.71

Note: Monthly billing is 1/3 the quarterly billing.

TERMS OF PAYMENT:

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

B. LARGE METER CUSTOMERS

- **Installed Meter Sizes 1-1/4" and greater**

COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$4.63 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	27,000	\$ 125.01	\$ 120.54	\$ 245.55
1-1/2	39,000	180.57	120.54	301.11
2	63,000	291.69	192.84	484.53
3	120,000	555.60	361.59	917.19
4	198,000	916.74	602.61	1519.35
6	390,000	1,805.70	1,205.19	3,010.89
8	630,000	2,916.90	1,928.28	4,845.18
10	900,000	4,167.00	2,771.97	6,938.97
12	1,230,000	5,694.90	5,182.29	10,887.19
20	2,820,000	13,056.60	22,303.05	35,359.65
24	3,840,000	17,779.20	45,040.11	62,819.31

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	9,000	\$ 41.67	\$ 40.18	\$ 81.85
1-1/2	13,000	60.19	40.18	100.37
2	21,000	97.23	64.28	161.51
3	40,000	185.20	120.53	305.73
4	66,000	305.58	200.87	506.45
6	130,000	601.90	401.73	1,003.63
8	210,000	972.30	642.76	1,615.06
10	300,000	1,389.00	923.99	2,312.99
12	410,000	1,898.30	1,727.43	3,625.73
20	940,000	4,352.20	7,434.35	11,786.55
24	1,280,000	5,926.40	15,013.37	20,939.77

Note: Monthly billing is 1/3 the quarterly billing.

TERMS OF PAYMENT:

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

**C. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS
PER SECTION 2, PARAGRAPHS 2.02B, 2.05-2.15****COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$ 4.04 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	27,000	\$ 109.08	\$ 120.54	\$ 229.62
1-1/2	39,000	157.56	120.54	278.10
2	63,000	254.52	192.84	447.36
3	120,000	484.80	361.59	846.39
4	198,000	799.92	602.61	1,402.53
6	390,000	1,575.60	1,205.19	2,780.79
8	630,000	2,545.20	1,928.28	4,473.48
10	900,000	3,636.00	2,771.97	6,407.97
12	1,230,000	4,969.20	5,182.29	10,151.49
20	2,820,000	11,392.80	22,303.05	33,695.85
24	3,840,000	15,513.60	45,040.11	60,553.71

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	9,000	\$ 36.36	\$ 40.18	\$ 76.54
1-1/2	13,000	52.52	40.18	92.70
2	21,000	84.84	64.28	149.12
3	40,000	161.60	120.53	282.13
4	66,000	266.64	200.87	467.51
6	130,000	525.20	401.73	926.93
8	210,000	848.40	642.76	1,491.16
10	300,000	1,212.00	923.99	2,135.99
12	410,000	1,656.40	1,727.43	3,383.83
20	940,000	3,797.60	7,434.35	11,231.95
24	1,280,000	5,171.20	15,013.37	20,184.57

Note: Monthly billing is 1/3 the quarterly billing.

TERMS OF PAYMENT:

Payable thirty (30) days after date bill is rendered in accordance with Section 9.00 hereof.

SERVICE CLASSIFICATION NO. 2

13.02 The following classification of services rendered, and facilities furnished hereunder, and rates and charges therefore are hereby established.

APPLICABLE TO USE OF SERVICE FOR:

Flat Rate Private Fire Protection - Entire Territory

CHARACTER OF SERVICE:

Continuous

RATE:

2 inch or less connection	\$ 108.00 per annum
3 inch connection	174.00 per annum
4 inch connection	216.00 per annum
6 inch connection	396.00 per annum
8 inch connection	648.00 per annum
10 inch connection	900.00 per annum
12 inch connection	1,200.00 per annum
16 inch connection	2,100.00 per annum

TERMS OF PAYMENT:

Payable monthly in arrears.

Payable within fifteen (15) days after the date bill is rendered in accordance with Section 9.00 hereof.

TERMS:

In accordance with paragraph 9.06 hereof. Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

SPECIAL PROVISIONS:

None

SERVICE CLASSIFICATION NO. 3

13.03 HYDRANTS

A. Direct Service Areas

The following classification of services rendered, facilities furnished hereunder, and rates and charges therefore are hereby established:

APPLICABLE TO USE OF SERVICE FOR:

Public Fire Protection - entire territory except lease managed areas.

CHARACTER OF SERVICE:

Continuous

RATE:

Hydrant - \$229.08 per hydrant per annum

Fire service connections for volunteer fire department halls: \$54.00 per connection per annum

TERMS OF PAYMENT:

Payable within forty-five (45) days after the date bill is rendered in accordance with Section 9.00 hereof.

TERMS:

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

SPECIAL PROVISIONS:

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

B. Lease Managed Areas

The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established:

APPLICABLE TO USE OF SERVICE FOR:

Public Fire Protection in Water Districts whose facilities for the distribution of water are leased to and operated by the Authority pursuant to contract.

CHARACTER OF SERVICE:

Continuous

RATE:

A minimum charge of \$160.80 per hydrant per annum

Fire service connections for volunteer fire department halls: \$54.00 per connection per annum

TERMS OF PAYMENT:

Payable within forty-five (45) days after the date bill is rendered in accordance with Section 9.00 hereof.

TERMS:

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

SPECIAL PROVISIONS:

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

C. Metered Hydrant Consumption

The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established:

APPLICABLE TO USE OF SERVICE FOR:

Hydrant Meter and Backflow Device Metered Consumption

CHARACTER OF SERVICE:

Temporary and/or Seasonal

RATE:

\$5.15 per 1,000 gallons. A minimum charge of \$257.50 per hydrant meter device per permit period

BILLING:

Customers will be billed annually, quarterly or monthly at the option of the Authority

TERMS OF PAYMENT:

Payable within fifteen (15) days after the date bill is rendered in accordance with Section 9.00 hereof

TERMS:

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority

14.00 MISCELLANEOUS CHARGES

14.01 ACCOUNT ORIGATION FEE

\$15.00

If a customer is required to complete an application for a new service due to a new Lease Management or Direct Service Agreement, no account origination fee will be charged.

14.02 APPOINTMENT FEES

A. Outside normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays: \$45.00

B. Missed appointment fee: \$30.00

14.03 DELINQUENT CHARGE

A delinquent service charge of ten percent (10%) shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

14.04 DEPOSITED ITEM RETURN FEE

A fifteen dollar (\$15.00) charge will be assessed for any payment made which was subsequently not honored by a financial institution.

14.05 DEPOSITS

A. Customer Accounts – Service Classification No. 1

The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size.

B. Miscellaneous Accounts

1. Temporary Services - \$1,000.00

2. Hydrant Meters - \$1,500.00 for each Meter & backflow device

14.06 HYDRANT METER ADMINISTRATION FEE

\$300.00 to cover the costs of the Authority installing and removing the meter and backflow device and checking the hydrant after use.

14.07 METER REPAIR/REPLACEMENT CHARGE

5/8" - 3/4" - \$250.00
1" - \$325.00
1-1/2" and greater - At Actual Cost
Ancillary Equipment - At Actual Cost

14.08 METER SIZE CHANGE FEES

NEW METER SIZE	CHARGE
5/8" through 1" inclusive	\$ 75.00
1-1/2", 2"	\$ 125.00
3" or larger	\$400.00

14.09 METER TESTING FEES

\$150.00 – Meters smaller than 3"
\$400.00 – Meters 3" and larger

14.10 SERVICE CHARGES

A. Service Restoration

- a. \$30.00 if the customer requests an appointment between 9:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Holidays.
- b. \$45.00 if the customer requests an appointment outside of the hours listed in (a) above.

If by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority, incident to the disconnection and reconnection of the service pipe.

B. Tile Sets and Meter Pits

1. If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge of fifty-five dollars (\$55.00).

14.11 SERVICE LINE THAWING, WELL DISCONNECTION INSPECTION

At actual cost

14.12 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS ANNUAL FEE

\$40.00 per location

14.13 UNAUTHORIZED HYDRANT USE FEE

\$3,000.00 plus costs incurred

14.14 WATER SERVICE CONNECTION FEES

APPLICABILITY:

Except for those lots whose water service connections were not installed by the Authority, all water service connections for non-metered purposes or for general metered purposes under Service Classification No. 1:

RATE:

SIZE OF CONNECTION	CONNECTION CHARGE
Equal to or less than 2 inches	\$3,000.00
Over 2 inches	AT ACTUAL COST

15.00 MISCELLANEOUS SURCHARGES

15.01 ADDITIONAL SURCHARGE(S)

Effective with water billing after December 31, 2002 and pursuant to the provisions contained in agreement(s) between the Erie County Water Authority and Cities, Towns, Villages and/or Water Districts, the Erie County Water Authority may include in the water billing for the customers of such Cities, Towns, Villages and/or Water Districts, a surcharge, the amount of which surcharge shall be determined by the City, Town, Village and/or Water District.

THE SENATE
STATE OF NEW YORK



PATRICK M. GALLIVAN

DEC 6 2024 PM 12:48

November 6, 2024

Honorable Jason Keding
Supervisor
Town of Boston
8500 Boston State Road
Boston, New York 14025

Dear Supervisor Keding,

Thank you for your recent correspondence with regard to your request for \$20 million in State funding to be included in the FY 2026 enacted State budget for a water system repair project.

My office will keep your request on file for consideration once budget negotiations get underway and legislative allotments are determined.

Thank you.

Sincerely,

A handwritten signature in cursive script, reading "Patrick M. Gallivan", followed by a horizontal line.

Patrick M. Gallivan
Senator, 60th District



November 26, 2024

DEC 6 2024 PM12:43

Hon. Jason Keding
Town of Boston
8500 Boston State Road
Boston, NY 14025

Dear Supervisor Keding,

As a leader in our community, you understand the critical importance of the public and private sectors working together to move the Buffalo Niagara region forward. In that spirit, I would like to personally invite you to attend the Buffalo Niagara Partnership's **Advocacy Agenda Rollout and Public Officials Reception on Thursday, January 9.**

This event is the BNP's signature Government Affairs event of the year. Attending will provide you with an opportunity to hear the priorities of local employers, and how the private sector can partner with you and your colleagues in government to build an even better, stronger Buffalo Niagara.

Advocacy Agenda Rollout & Public Officials Reception
Thursday, January 9, 2025
Jazzboline
5010 Main Street
Amherst, NY 14226

4:00 p.m. - Registration & Networking
4:30 p.m. - Advocacy Agenda Rollout
5:00 to 6:30 p.m. - Cocktail Reception & Networking

Please RSVP by December 20th to Ally Gerspach at AGerspach@thepartnership.org. If you cannot attend personally, please consider sending a senior member of your staff.

I look forward to seeing you on January 9th.

Sincerely,

A handwritten signature in black ink, appearing to read "Dottie Gallagher", is written over a faint, circular, light-gray watermark that contains the letters "BNP".

Dottie Gallagher
President and CEO
Buffalo Niagara Partnership



8500 Boston State Rd., Boston, NY 14025 | Phone: (716) 941-6113

Office of the Supervisor
Jason A. Keding

LOCAL STATE OF EMERGENCY

DECLARATION

A State of Emergency is hereby declared in the Town of Boston effective at 10:30 hours on December 12, 2024 and continuing in effect for a period of time not to exceed 30 days.

The State of Emergency has been declared due to emergency conditions produced by extreme weather and the aftereffects thereof.

Such conditions threaten or imperil the public safety of the citizens of this municipality.

This State of Emergency shall remain in effect until rescinded by a subsequent order.

As Chief Executive of the Town of Boston, I, Jason A. Keding, Town Supervisor have exercised the authority given to me under New York State Executive Law, Article 2-B, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being and health of the citizens of the community.

I hereby direct all departments of the Town of Boston to take whatever steps necessary to protect life and property, public infrastructure and other such emergency assistance as deemed necessary.

FURTHER, pursuant to the authority vested in me by Section 24 of the Article 2-B of the New York State Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporary suspend or modify, for the period from the date of this Executive Order.

Jason A. Keding, Town of Boston Supervisor

Erie County, New York



8500 Boston State Rd., Boston, NY 14025 | Phone: (716) 941-6113

Office of the Supervisor
Jason A. Keding

LOCAL EMERGENCY ORDER 2024-01

I, Jason A. Keding, Town Supervisor, as the Chief Executive of the Town of Boston, in accordance with a Declaration of a Local State of Emergency declared on December 12, 2024 and pursuant to Section 24 of the New York State Executive Law, do hereby declare and order as follows:

NOTICE OF DRIVING BAN

Pursuant to the authority vested in me by New York State Executive Law, Section 24, I, Jason A. Keding, Supervisor of the Town of Boston, hereby declare a state of emergency and impose a temporary driving ban in the affected areas as outlined below:

1. Area of Restriction:

Effective December 12, 2024 at 10:30 AM, the area within the boundaries of the Town of Boston are subject to a town wide driving ban:

This driving ban is being issued due to hazardous weather conditions and public safety concerns.

2. Prohibited Activities:

No motor vehicles, including passenger vehicles, trucks, and commercial vehicles, are permitted to operate within the affected areas unless explicitly exempted, as outlined below.

3. Exemptions:

The following vehicles are exempt from the driving ban:

- Emergency response vehicles (fire, medical, law enforcement)
- Vehicles providing essential services (e.g., utilities, healthcare services, etc.)
- Snow plows and other vehicles engaged in road clearing activities



8500 Boston State Rd., Boston, NY 14025 | Phone: (716) 941-6113

Office of the Supervisor
Jason A. Keding

4. Duration of Ban:

The driving ban will remain in effect until December 13, 2024 at 5 AM or until further notice is given. This order may be extended or lifted based on the evolving nature of the emergency situation.

5. Penalties for Violation:

Violation of this order is a criminal offense and punishable by law under New York State Executive Law Section 24(5).

6. Public Cooperation:

All individuals and businesses are urged to comply with this order in the interest of public safety. Any person found to be in violation of this driving ban may be subject to citation or arrest.

For further information, please refer to the official emergency alert system or local law enforcement agencies.

This order is issued in accordance with the New York State Executive Law and is in effect immediately.

Signed this 12th day of December 2024, at 10:30 hours, in the Town of Boston.

Signed:  _____

Jason A. Keding, Town Supervisor

Rescinding Declaration of a Local State of Emergency

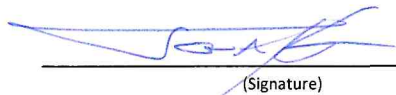
As Chief Executive Office of the The Town of Boston,
(Municipality)

I, Jason A. Keding, have determined there was imminent threat to life and property
(Name)

associated with the current State of Emergency, pursuant to Section 24, of the New York State Executive Law, Article 2B. It appears that the existing local emergency has ceased and protection is no longer essential.

Therefore, I, Jason Keding, of Town of Boston, pursuant to Section 24 of the New
(Name) (Municipality)

York State Executive Law, Article 2B, do hereby rescind the existing local State of Emergency effective at this time 5AM on this date December 13th, 2024.
(Time) (Date)


(Signature)

JASON A KEDING
(Print Name)

TOWN SUPERVISOR
(Title)

DECEMBER 13th 2024
(Date)



ERIE COUNTY GUIDANCE ON ESSENTIAL TRAVEL

This document should be used by businesses as a self-evaluation tool to determine essential status.

The nature of the incident may require modifications to those designated as essential.

Travel and access are at the discretion of public safety and does not exclude citation for violation.

Discretion and liability remain on the organization for their employees.

Employees traveling during a State of Emergency Travel ban will need to be able to provide company documentation (such as an ID card) from their employer indicating their essential status.

For further local guidance and updates, please comply with travel directives released in the media and on official Erie County channels.

HEALTHCARE / PUBLIC HEALTH

- Workers, including laboratory personnel, that perform critical clinical, biomedical and other research, development.
- Healthcare providers including, but not limited to, physicians (MD/DO/DPM); dentists; psychologists; mid-level practitioners; nurses; emergency medical services personnel, assistants and aids; infection control and quality assurance personnel; phlebotomists; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists.
- Workers required for effective clinical, command, infrastructure, support service, administrative, security, and intelligence operations across the direct patient care and full healthcare and public health spectrum. Personnel examples may include, but are not limited, to accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, etc.
 - Emergency medical services workers including clinical interns.
 - Prehospital workers included but not limited to urgent care workers.
 - Inpatient & hospital workers (e.g. hospitals, critical access hospitals, long-term acute care hospitals, long-term care facilities including skilled nursing facilities, inpatient hospice, ambulatory surgical centers, etc.).
 - Outpatient care workers (e.g. end-stage-renal disease practitioners and staff, Federally Qualified Health Centers, Rural Health Clinics, community mental health clinics, organ transplant/procurement centers, and other ambulatory care settings/providers, comprehensive outpatient rehabilitation facilities, etc.).
 - Home care workers (e.g. home health care, at-home hospice, home dialysis, home infusion, etc.).
 - Workers at Long-term care facilities, residential and community-based providers (e.g. Programs of All-Inclusive Care for the Elderly (PACE), Intermediate Care Facilities for Individuals with Intellectual Disabilities, Psychiatric Residential Treatment Facilities, Religious Nonmedical Health Care Institutions, etc.).
 - Workplace safety workers (i.e., workers who anticipate, recognize, evaluate, and control workplace conditions that may cause workers' illness or injury).

- Workers needed to support transportation to and from healthcare facility and provider appointments.
- Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
- Workers that manage health plans, billing, and health information and who cannot work remotely.
- Workers performing cybersecurity functions at healthcare and public health facilities and who cannot work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Vendors and suppliers (e.g. imaging, pharmacy, oxygen services, durable medical equipment, etc.).
- Workers at manufacturers (including biotechnology companies and those companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, distributors of medical products and equipment (including third party logistics providers, and those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, commercial health products, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies (including dispensers), sanitary goods, personal care products, pest control products, and tissue and paper towel products.
- Emergency donors of blood, bone marrow, blood stem cell, or plasma, and the workers of the organizations that operate and manage related activities.
- Pharmacy staff necessary to maintain uninterrupted prescription, and other workers for pharmacy operations.
- Workers and materials (e.g., laboratory supplies) needed to conduct bloodspot and point of care (i.e., hearing and critical congenital heart disease) newborn screening as well as workers and materials need for confirmatory diagnostic testing and initiation of treatment.
- Home health workers (e.g., nursing, respiratory therapists, health aides) who enter the need to go into the homes of individuals with chronic, complex conditions and/or disabilities to deliver nursing and/or daily living care.
- Workers in retail facilities specializing in medical good and supplies.
- Public health and environmental health workers, such as:
 - Workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, and engineered work practices.
 - Public health/community health workers (including call center workers) who conduct community-based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information, who cannot work remotely.
- Human services providers, especially for at risk populations such as:
 - Home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions.
 - Home-maker services for frail, homebound, older adults.
 - Personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
 - Home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
 - Workers who provide human services, including but not limited to social workers, nutritionists, case managers or case workers, crisis counselors, foster care case managers, adult protective services personnel, child protective personnel, domestic violence counselors, human trafficking prevention and recovery personnel, behavior specialists, substance abuse-related counselors, and peer support counselors.

- Government entities, and contractors that work in support of local, state, federal, tribal, and territorial public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care, and supporting emergency management.
- Workers for providers and services supporting effective telehealth.
- Mortuary service providers, such as:
 - Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
 - Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental and behavioral health services to the family members, responders, and survivors of an incident.

LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front-line and management, civilian and sworn) in emergency management, law enforcement, fire and rescue services, emergency medical services (EMS), and security, public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- Personnel involved in provisioning of access to emergency services, including the provisioning of real-time text, text-to-911, and dialing 911 via relay.
- Personnel that are involved in the emergency alert system (EAS) (broadcasters, satellite radio and television, cable, and wireline video) and wireless emergency alerts (WEA).
- Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
- Workers at emergency communication centers, public safety answering points, public safety communications centers, emergency operation centers, 911 call centers, and alarm company dispatchers (police, fire, EMS).
- Fusion Center workers.
- Workers, including contracted vendors, who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and response operations (to include electronic security and life safety security personnel).
- Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.
- Public agency workers responding to abuse and neglect of children, spouses, elders, and dependent adults.
- Workers who support weather disaster and natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.
- Workers who support child care and protective service programs such as child protective service.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including, but not limited to, nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, who are needed to construct, manufacture, repair, transport, permit, monitor, operate engineer, and maintain the reliability, safety, security, environmental health, and physical and cyber security of the energy system, including those who support construction, manufacturing, transportation, permitting, and logistics.
- Workers and contractors supporting energy facilities that provide steam, hot water or chilled water from central power plants to connected customers.
- Workers conducting energy/commodity trading/scheduling/marketing functions who can't perform their duties remotely.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to, wind, solar, biomass, hydrogen, ocean, geothermal, and hydroelectric) and microgrids, including those supporting construction, manufacturing, transportation, permitting, operation and maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Workers providing services related to energy sector fuels including, but not limited to, petroleum (crude oil), natural gas, propane, liquefied natural gas (LNG), compressed natural gas (CNG), natural gas liquids (NGL), other liquid fuels, nuclear, and coal) and supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation, maintenance, security, waste disposal, storage, and monitoring of support for resources.
- Workers providing environmental remediation and monitoring, limited to immediate critical needs technicians.
- Workers involved in the manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sector segments.

Electricity Industry

- Workers who maintain, ensure, restore, or who are involved in the development, transportation, fuel procurement, expansion, or operation of, the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, construction, maintenance, utility telecommunications, relaying, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation, permitting, operation, maintenance, and monitoring at coal sites.
- Workers who produce, process, ship, and handle coal used for power generation and manufacturing.
- Workers in the electricity industry including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics
- Workers at fossil fuel (including but not limited to natural gas, refined, distillate, and/or coal), nuclear, and renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and hydroelectric), and microgrids, including those supporting safety, construction, manufacturing, transportation, permitting, operation, maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.

- Workers at Reliability Coordinator, Balancing Authority, local distribution control centers, and primary and backup Control Centers, including, but not limited to, independent system operators, regional transmission organizations, and local distribution control centers.
- Workers that are mutual assistance/aid personnel, which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers, such as diesel engineers used in power generation, including those providing fuel.

Petroleum Industry

- Workers in the petroleum industry including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics.
- Workers for crude oil, petroleum, and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities, racks, and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center workers and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms, centers, and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Manufacturing and distribution of equipment, supplies, and parts necessary for production, maintenance, restoration, and service of petroleum and petroleum product operations and use, including end-users.
- Transmission and distribution pipeline workers, including but not limited to pump stations and any other required, operations maintenance, construction, and support for petroleum products.

Natural Gas, Natural Gas Liquids (NGL), Propane, and Other Liquid Fuels

- Workers in the natural gas, NGL, propane, and other liquid fuels industries including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics.
- Transmission and distribution pipeline workers, including compressor stations and any other required operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Workers at Liquefied Natural Gas (LNG) and Compressed Natural Gas (CNG) facilities.
- Workers at natural gas, propane, natural gas liquids, liquefied natural gas, liquid fuel storage facilities, underground facilities, and processing plants and other related facilities, including construction, maintenance, and support operations personnel.
- Natural gas processing plants workers and those who deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms and centers, and emergency response and customer emergencies (including leak calls) operations.
- Workers supporting drilling, production, processing, refining, and transporting natural gas, propane, natural gas liquids, and other liquid fuels for use as end-use fuels, feedstocks for chemical manufacturing, or use in electricity generation.
- Workers supporting propane gas service maintenance and restoration, including call centers.
- Workers supporting propane, natural gas liquids, and other liquid fuel distribution centers.
- Workers supporting propane gas storage, transmission, and distribution centers.
- Workers supporting ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation, maintenance, and monitoring of support for resources.
- Workers ensuring, monitoring, and engaging in the physical security of assets and locations associated with natural gas, propane, natural gas liquids, and other liquid fuels.
- Workers involved in the manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service of natural gas, propane, natural gas liquids, and other liquid fuels operations and use, including end-users.

WATER AND WASTEWATER

Workers needed to operate and maintain drinking water and wastewater and drainage infrastructure, including:

- Operational staff at water and sewer authorities.
- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Laboratory staff performing water sampling and analysis.
- Suppliers and manufacturers of chemicals, equipment, personal protection equipment, and goods and services for water and wastewater systems.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Workers supporting or enabling transportation and logistics functions, including private plow operators, bus drivers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain, rehabilitate, and inspect infrastructure.
- Workers supporting operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and movable bridge operators).
- Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use, including cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers providing critical transit services and performing critical or routine maintenance to mass transit infrastructure or equipment.
- Workers, including police, responsible for operating and dispatching passenger, commuter, and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including port authority and commercial facility personnel, dredgers, port workers, security personnel, mariners, ship crew members, ship pilots, tugboat operators, equipment operators (to include maintenance and repair, and maritime-specific medical providers), ship supply workers, chandlers, repair company workers, and maritime and mariner training and education centers.

- Workers, including truck drivers, railroad employees, maintenance crews, and cleaners, supporting transportation of chemicals, hazardous, medical, and waste materials that support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
- Bus drivers and workers who provide or support intercity, commuter, and charter bus service in support of other essential services or functions, including school bus drivers.
- Vehicle repair, maintenance, and transportation equipment manufacturing and distribution facilities.
- Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
- United States Postal Service and directly related workers.
- Workers who supply equipment and materials for maintenance of transportation equipment.
- Workers who repair and maintain vehicles, aircraft, rail equipment, marine vessels, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
- Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
- Workers supporting transportation via inland waterways, such as barge crew, dredging crew, and river port workers for essential goods.
- Support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff) for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the maintenance or rehabilitation of critical infrastructure.
- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, HVAC Technicians, technicians for elevators, and other service providers who provide services, including temporary construction, that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses and buildings, such as hospitals and senior living facilities.
- Workers personnel, who support operations that ensure, the availability of and access to needed facilities, transportation, energy, and communications through activities such as road and line clearing.
- Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.

COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications

- Maintenance of communications infrastructure, – including privately owned and maintained communication systems, – supported by technicians, operators, call centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector workers, including government contractors, with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities.
- Government and private sector workers, including government contractors, supporting Department of Defense internet and communications facilities.
- Network Operations staff, engineers, and technicians to include IT managers and staff, HVAC and electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Workers responsible for infrastructure construction and restoration, including but not limited to engineers, technicians, and contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes permitting, construction of new facilities, and deployment of new technology as required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance, and repair technicians that establish, support, or repair service as needed.

- Central office personnel to maintain and operate central office, data centers, and other network office facilities, including critical support personnel assisting front line workers who are unable to work remotely.
- Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
- Dispatchers involved with service repair and restoration.
- Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Information Technology

- Workers who support command centers, including, but not limited to, Network Operations Command Centers, Broadcast Operations Control Centers, and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC and electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators for all industries, including financial services.
- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities; state, local, tribal, and territorial (SLTT) governments and federal facilities; energy and utilities; banks and financial institutions; securities and other exchanges; other entities that support the functioning of capital markets, public works, critical manufacturing, food, and agricultural production; transportation; and other critical infrastructure categories and personnel, in addition to all cyber defense workers who can't perform their duties remotely.
- Suppliers, designers, transporters, and other workers supporting the manufacture, distribution, provision, and construction of essential global, national, and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions and services, web-based services, and critical manufacturing.
- Workers supporting communications systems, information technology, and work from home solutions used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food and agricultural production, financial services, in person and remote education, and other critical industries and businesses.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Elections personnel to include both public and private sector election support.
- Federal, State, and Local, Tribal, and Territorial government workers who support Mission Essential Functions and communications networks.
- Workers who support radio, print, internet and television news and media services, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
- Weather forecasters.
- Clergy and other essential support for performance of religious duties.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers performing services to animals in human care, including zoos and aquariums.
- Engineers performing or supporting safety inspections.
- Veterinary nurses, technicians, veterinarians, and other services supporting individuals and organizations with service animals, search and rescue dogs, and support animals.
- Workers providing dependent care services, including childcare, eldercare, and other service providers necessary to maintain a comprehensive, supportive environment for individuals and caregivers needing these services.

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production, and testing operations from laboratories processing and testing kits) and energy (including nuclear facilities).
- Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process, and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement.
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.

CHEMICAL

- Workers supporting the operation and maintenance of facilities (particularly those with high-risk chemicals and sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, transportation logistics and cargo handling workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD), the Department of Energy (DoE) (on nuclear matters), and Department of Transportation (DOT) as well as personnel at government owned/government operated and government-owned/contractor operated facilities and vessels, and who provide materials and services to DoE (on nuclear matters) and the DoD, including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), transportation and logistics, and space systems and other activities in support of our military, intelligence, and space forces.

COMMERCIAL FACILITIES

- Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
- Management and staff at hotels and other temporary lodging facilities.

RESIDENTIAL/SHELTER FACILITIES, HOUSING AND RELATED SERVICES

- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, and in-need populations, including traveling medical staff.
- Workers in animal shelters.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.

TOWN OF BOSTON – RESOLUTION NO. 2024 - 79

**AUTHORIZATION FOR DELEGATE TO ANNUAL MEETING OF
ASSOCIATION OF TOWNS**

WHEREAS, the Town of Boston is a Member of The Association of Towns of the State of New York (“Association”); and

WHEREAS, the Annual Meeting of the Association will be held on February 16-19, 2025; and

WHEREAS, the Annual Business Meeting of the Association will be held on February 18, 2025; and

WHEREAS, the Constitution of the Association provides that for matters put to a vote at the Annual Business Meeting of the Association, each member of the Association shall be entitled to one vote, to be cast by a delegate designated by the town board of such member town; and

WHEREAS, the delegate must be an officer, employee, or appointed representative of the town; and

WHEREAS, Supervisor Jason Keding meets the qualifications to serve as the Town of Boston’s delegate to the Association’s Annual Business Meeting;

NOW THEREFORE BE IT

RESOLVED, that Supervisor Jason Keding hereby duly is designated as the town of Boston’s delegate to attend the Annual Business Meeting of the Association of Towns to be held on February 18, 2025, and to cast the vote of the Town of Boston pursuant to the Constitution and By-Laws of the Association.

****CONTINUED ON NEXT PAGE****

On December 18, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

CERTIFICATE OF DESIGNATION

In order to establish eligibility and credentials to vote at the 2025 Business Session,
this form must be filed with:

ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK,
150 STATE STREET, SUITE 203, ALBANY, NY 12207

by **FEBRUARY 7, 2025**

**TO: OFFICERS AND MEMBERS OF THE
Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, _____, Town Clerk of the Town of _____
in the County of _____ and State of New York DO HEREBY CERTIFY
that the town board of the aforesaid town has duly designated the following named person
to attend the Annual Business Session of the Association of Towns of the State of New York, to
be held during February 18, 2025, and to cast the vote of the aforesaid town, pursuant to §6 of
Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated
to cast the vote of said town:

NAME OF ALTERNATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this _____ day of _____, 20____.

Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2024 -80

EXTENSION OF CINTAS SUPPLY CONTRACT

WHEREAS, the Town of [Your Town Name] recognizes the need for reliable and cost-effective uniform rental, facility services, and related products; and

WHEREAS, the Town of Boston entered into a three-year supply contract with Cintas from January 2020 to January 2023 for the supply, maintenance, and cleaning of floor mats and uniforms, as well as the procurement of cleaning supplies and paper products. This contract was extended on January 18th, 2023 and is now up for renewal/extension; and

WHEREAS, Cintas Corporation provides such services and products through a competitively awarded cooperative purchasing agreement under OMNIA Partners Contract R-BB-19002, which ensures compliance with applicable procurement regulations and cost savings for the Town; and

WHEREAS, the Town Board has reviewed the terms and conditions of OMNIA Partners Contract R-BB-19002 and finds that it is in the best interest of the Town to renew its agreement with Cintas Corporation under said contract; and

WHEREAS, the attached contract pricing addendum has been submitted for board approval with the term being extended 60 months (5 years); the renewal period ensures continuity of service without interruption.

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston authorizes the Supervisor to sign and renew the Cintas contract for a 60-month/5-year extension per OMNIA Partners Contract #R-BB-19002 and #222886.

On December 18, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON - RESOLUTION NO. 2024 - 81

**REJECTION OF ALL BIDS RECEIVED FOR REMOVAL AND INSTALLATION OF
NEW FENCING AROUND TENNIS COURTS**

WHEREAS, the Town Hall Park tennis court has needed significant repairs, including resurfacing and fencing replacement, due to extensive wear and tear that has accumulated over the past few years; and

WHEREAS, the Town Clerk published and posted an advertisement for sealed bids for the removal and installation of new fencing around the tennis courts; and

WHEREAS, two (2) bids were received, opened and read aloud on November 14, 2024 at 11:00 a.m.; and

WHEREAS, upon review of said bids by the Town Board, it has been determined that the bids are not in the best interests of the Town of Boston.

NOW THEREFORE BE IT

RESOLVED, that the Town Board hereby rejects all bids responsive to the Town's advertisement for sealed bids for the removal and installation of new fencing around the tennis courts; and

IT IS FURTHER RESOLVED, the Town Clerk is hereby directed to forward a copy of this resolution to the bidders as follows:

Woodsmith Fence Corp.
5610 Old Saunders Settlement Road
Lockport, NY 14094
jsmith@woodsmithfence.com

New York State Fence Co.
858 Manitou Road
Hilton, NY 14468
tthomas@nysfence.com

On December 18, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2024 - 82

DOCUMENT MANAGEMENT SOFTWARE AND SERVICES

WHEREAS, the Town Clerk of the Town of Boston serves as custodian of the Town's records, books, and papers, and is designated by State law as the Town's records management officer; and

WHEREAS, to preserve and protect Town documents and to perform the functions of the Town Clerk's office efficiently and effectively, the Town Clerk implemented DocuWare software from Toshiba with cloud storage; and

WHEREAS, DocuWare software is available through Omnia Partners Contract No. 191103, originally let by Region 4 Education Service Center, a governmental entity created under Texas law, and that contract's terms make it available for use by other governmental entities; and

WHEREAS, the Town Clerk desires to renew its license with Toshiba for its DocuWare software from January 1, 2025 – December 31, 2025; and

WHEREAS, the annual license fee for the DocuWare software with the storage and number of users required by the Town has increased from \$3,300 per year to \$3,672 per year; and

WHEREAS, funds for this procurement are available in the Town's 2025 Budget, under the line Records Management, A00-1460-0200-0000;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston authorizes the Town Clerk to enter into a renewal agreement with Toshiba for DocuWare software and services for from January 1, 2025 – December 31, 2025 for an annual license fee of \$3,672.00.

On December 18, 2025, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2024 - 83

AUTHORIZING DISPOSAL OF SURPLUS EQUIPMENT

WHEREAS, the Town of Boston made upgrades to Town Hall computers and other miscellaneous office equipment over the last few years without taking action to dispose of the old equipment; and

WHEREAS, the attached list of equipment is no longer in use by the Town of Boston; and

WHEREAS, the Town would like to re-coup some value from these assets, wherever possible;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby marks all items on the attached list as surplus inventory to be removed from the capital asset and inventory listings; and

IT IS FURTHER RESOLVED, that the Town Board authorizes disposal of these assets through sales, auction, scrap metal, certified destruction (hard drives), or garbage in accordance with the capital asset policy, data destruction policy, and in the manner that will best benefit the town while also not compromising any safeguarded data.

On December 18, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Cartechine	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

DEPARTMENT	TAG	DISCRIPTION	SERIAL/VIN	DISPOSAL	PURCHASED DATE	COST	APPROVAL	DATE DISPOSED
Code Enforcement	N/A	Printer	VND3Y72624			\$136.99		12/18/2024
Highway		Dell OptiPlex 3040 SFF	3S1BXH2		2015	\$141.00		12/18/2024
Assessor		Dell Windows XP Home Edition	00043-492721-236			\$150.00		12/18/2024
Highway		HP Compaq dx2400 Microtower PC	MXM8280317		2008	\$165.00		12/18/2024
Assessor		HP LaserJet Enterprise 600 Printer M601dn	CNBCD8V09D			\$400.00		12/18/2024
Highway	13297	HP COLOR LASER JET PRO MFP M281fdw	VNBNM3126S			\$329.00		12/18/2024
Highway		BV-Tech 5 Port PoE+ Switch POE-SW501	20160700228			\$144.00		12/18/2024
Code Enforcement		Dell OptiPlex 9020	HTC42/15751127954			\$949.00		12/18/2024
		HP Compaq Desktop PC 4000 Pro	2UA2331DM3					12/18/2024
		HP LV1911 18.5" Widescreen LED LCD Monitor	6CM2270N9Z			\$170.00		12/18/2024
Highway		Monitor LCD 17" Full Screen HP GV537A	CNC813P0ZK					12/18/2024
Highway		BENQ GL2460-8	ETSAG02168SL0			\$118.00		12/18/2024
		Keyboards (3)						12/18/2024
Facilities		Air Filtration System	MA-01CW		2021	100		12/18/2024

STATION 1
716-941-3555

CHIEF
Dave Apa
716-440-8582

1ST ASSISANT CHIEF
Nic Czora
716-352-5742

2ND ASSISANT CHIEF
Brandon Bender
716-238-3667

FIRE CAPTAIN
Derek Bown
585-656-9413

EMS CAPTAIN
Hallie Troutman
716-844-9799

PRESIDENT
Richard Hawkins
716-800-5772

VICE PRESIDENT
Trevor Litwin
716-783-1640

SECRETARY
Jamie
Baerwaldt
716-512-5993



PATCHIN FIRE COMPANY
8333 BOSTON STATE ROAD
P.O. BOX 173
BOSTON, NY 14025



12/03/2024

To Whom it May Concern:

Please accept this application for the Patchin fire Company. She has submitted All required documents and has past the Arson and sex offender background check, And DMV checks. She has been voted in by the general body and are pending Approval by The Town board to begin serving our community as a volunteer at The Patchin Fire Company. Please approve these requests at the next Town business meeting. Please address any questions or concerns directly to Chief Dave Apa (myself) at: Patchin.chief@yahoo.com

Abigal Putrino

[REDACTED]

Attached are copies of their Drivers Licenses as part of our contract.

Respectfully Submitted:

David Apa
Patchin Chief
Patchin.chief@yahoo.com