

AGENDA
REGULAR BOARD MEETING - TOWN OF BOSTON
JANUARY 1, 2025 – 2:00 P.M.

ITEM NO. I PRELIMINARY MATTERS

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

ITEM NO. II REGULAR BUSINESS

1. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Comp Alliance Safe Workplace Award Letter
2. Letter from SPCA Serving Erie County
3. Erie County Department of Senior Services – Contribution Increase Memo
4. NYSEG & RG&E Climate Resilience Working Group Update – 12/17/2024
5. Erie County Water Authority Extract of Minutes and Tariff Amendments, December 19, 2024
6. Application for Use of Meeting Facility – Southtown's Homeschoolers

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3-minute time limit per person)
2. Appointments
3. Committee and Liaison Appointments
4. Establish Salary Schedule
5. Set Payment of Salaries
6. Designation of Depositories
7. Set Dates and Times for Regular and Work Session Meetings
8. Designate Official Newspaper
9. Appointment to NEST Solid Waste Management Board
10. Direct Town Clerk to Send Letter to Refuse Collectors – Annual Licenses
11. Authorize Supervisor and Tax Collector to Invest Surplus Monies
12. Set Investment Policy

13. Authorize Signature Stamp for Supervisor
14. Set Mileage Rate Paid by Town
15. Authorize to Allow Lending Funds from One Account to Another
16. Set Hours for New York State Retirement Reporting
17. Petty Cash Funds
18. 284 Agreement to Spend Town Highway Funds
19. Set Holiday Schedule
20. Resolution 2025-01 Procurement Policy
21. Resolution 2025-02 Adopt Schedule of Fees
22. Resolution 2025-03 Attorney for the Town
23. Resolution 2025-04 CPL to Serve as Town Engineer
24. Resolution 2025-05 LaBella Associates to Serve as Town Engineer
25. Resolution 2025-06 Rotella Grant Management to Serve as Town Grant Writer
26. Resolution 2025-07 Town Planning Consultant Agreement
27. Resolution 2025-08 Agreement with the Boston Free Library Association
28. Resolution 2025-09 Payment of Workers Compensation Insurance Premium
29. Resolution 2025-10 Payment of Insurance Premium
30. Resolution 2025-11 Amendment to Resolution 2024-76, Authorizing Payment of National Fuel Bill
Prior to Audit
31. Resolution 2025-12 Authorization to Enter into Contractual Relationship for Closure and Removal of
Underground Storage Tanks
32. Association of Towns 2025 Annual Training attendance request by Lisa Rood, ZBA Chair

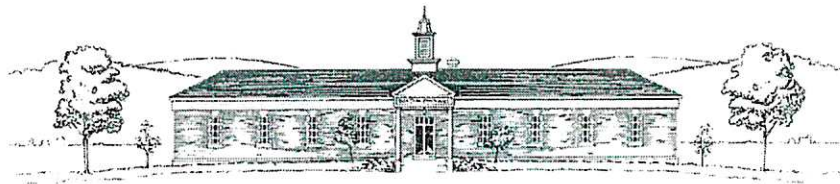
ITEM NO. V OLD BUSINESS

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



TOWN OF BOSTON

Town Board Meeting: January 1, 2025 Re-Org Meeting

Abstract #1 – 2024 Payables

Journal #PA-4742

\$ 26,804.87

Total Payables Due

\$ 26,804.87

Breakout by Fund:

2024

General (A) Fund:	\$ 12,167.75
Highway (DB) Fund:	\$ 13,943.22
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ 90.00
Ambulance (SM) Fund:	\$ 603.90
Refuse & Garbage (SG) Fund:	\$ -
Water Funds:	\$ -
Trust & Agency (TA):	\$ -
Capital Projects (H):	\$ -

Total expenses submitted for approval:

\$ 26,804.87

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.

January 1, 2025 - A B S T R A C T – 2024 Payables

Town of Boston Journal Proof Report Fiscal Year: 2024

Created By: epericak

Journal Number: PA - 4742		Journal Desc: AP Batch 46		Journal Date: 12/31/2024		Account Period: 13 - Post Closing		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 Prior AP Account	12/31/2024	Fund A00 Prior AP Account	\$0.00	\$12,167.75	\$0.00		46
A00-1620-0400-0000	BUILDINGS- CONTR	PAT WHITE CONSTRUCTION INC. 12/6/24 Repair To Highway Garage Window	12/31/2024	Vendor#: 1315	\$250.00	\$0.00	\$0.00		40
A00-1620-0400-0000	BUILDINGS- CONTR	National Fuel c/o New Service Department NFG# 635733 Service Line Installation for Town Generator - Revised	12/31/2024	Vendor#: 2112	\$6,816.02	\$0.00	\$0.00		41
A00-1620-0400-0000	BUILDINGS- CONTR	Constellation NewEnergy, Inc. 69809561901 Acct. #15447649- NYSEG Energy Supply-Town Hall (12/24) 12120 kwh	12/31/2024	Vendor#: 2100	\$945.41	\$0.00	\$0.00		3
A00-1620-0400-0000	BUILDINGS- CONTR	Litwin Mechanical Services Inc. 2717 Emergency Call - EMS Squad Building - Fixed National Fuel gas leak	12/31/2024	Vendor#: 2115	\$607.86	\$0.00	\$0.00		22
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301121424 Acct. #142054301 - Elevator Phone (12/15/24 - 1/14/24)	12/31/2024	Vendor#: 1242	\$39.99	\$0.00	\$0.00		23
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4214809711 Town Hall - (1) Mat - Community Room	12/31/2024	Vendor#: 1758	\$20.70	\$0.00	\$0.00		31
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4214809705 Town Hall - (13) Mats	12/31/2024	Vendor#: 1758	\$200.32	\$0.00	\$0.00		32
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 45718 (3006) December 2024 Pest Control Services - Trooper Barracks	12/31/2024	Vendor#: 1811	\$55.00	\$0.00	\$0.00		36
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	wynnetWorks 00005667 November 2024 - IT System Support - (9 hours)	12/31/2024	Vendor#: 1703	\$1,125.00	\$0.00	\$0.00		28
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	WNY IMAGING SYSTEMS 328457 Kyocera/TASKalfa 358ci (Supervisor's Office Printer)- Q4 Contract Charge and Q3 Overage supplies	12/31/2024	Vendor#: 1239	\$227.09	\$0.00	\$0.00		43
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 38122841 Agreement #018-1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier; Late Fee	12/31/2024	Vendor#: 2039	\$193.39	\$0.00	\$0.00		37
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 69820386401 Acct. #15446175 - NYSEG Energy Supply - Boston Colden Signal (12/24) 11 kwh	12/31/2024	Vendor#: 2100	\$0.86	\$0.00	\$0.00		1
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 69824211701 Acct. #15446178 - NYSEG Energy Supply - Boston Cross Signal (12/24) 284 kwh	12/31/2024	Vendor#: 2100	\$22.16	\$0.00	\$0.00		2
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 12/24 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Signal (60 kwh)	12/31/2024	Vendor#: 37	\$29.30	\$0.00	\$0.00		26

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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. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (284 kwh)	12/31/2024	Vendor#: 37	\$53.24	\$0.00	\$0.00	27	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 69824402701 Acct. #15446171 - NYSEG Energy Supply - Boston State Signal (12/24) 60 kwh	12/31/2024	Vendor#: 2100	\$4.68	\$0.00	\$0.00	45	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Amazon Capital Services 1M7C-1Q1D-6NPM Highway Super - Black Toner Cartridge	12/31/2024	Vendor#: 2003	\$39.79	\$0.00	\$0.00	8	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Amazon Capital Services 1NMW-TJLY-61RF Highway Super - Yearly wall calendar	12/31/2024	Vendor#: 2003	\$41.89	\$0.00	\$0.00	9	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4214289574 Highway - Uniforms	12/31/2024	Vendor#: 1758	\$65.84	\$0.00	\$0.00	12	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4215042467 Highway - Uniforms	12/31/2024	Vendor#: 1758	\$65.84	\$0.00	\$0.00	13	
A00-5132-0400-0000	GARAGE-CONTR	Constellation NewEnergy, Inc. 69809562001 Acct. #15446170 - NYSEG Energy Supply - HWY Barn (12/24) 3540 kwh	12/31/2024	Vendor#: 2100	\$276.18	\$0.00	\$0.00	44	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4214809755 Highway - (7) Mats, (660) Shop Towels	12/31/2024	Vendor#: 1758	\$96.33	\$0.00	\$0.00	29	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4214809755 Highway - (7) Mats, (660) Shop Towels	12/31/2024	Vendor#: 1758	\$108.72	\$0.00	\$0.00	30	
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	LEO JENSEN 12/23/24 MOW Reimb. Meals on Wheels Reimbursement Sept. - Dec. 2024 (131 miles x \$0.67)	12/31/2024	Vendor#: 225	\$87.77	\$0.00	\$0.00	21	
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/24 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (703 kwh)	12/31/2024	Vendor#: 37	\$102.45	\$0.00	\$0.00	24	
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/24 - Acct. #1009-1678-366 Acct. #1009-1678-366 - N. Boston Park (319 kwh)	12/31/2024	Vendor#: 37	\$62.03	\$0.00	\$0.00	38	
A00-7110-0400-0000	PARKS- CONTR	Constellation NewEnergy, Inc. 69833859701 Acct. #15446177 NYSEG Energy Supply - Town Park (12/24) 703 kwh	12/31/2024	Vendor#: 2100	\$54.89	\$0.00	\$0.00	39	
A00-8710-0400-0000	CONSERVATION- CONTR	Mitch Tucker 9/14/24 Reimb. CAC - Wild Spirit Education, Tabling at 2024 LEAF	12/31/2024	Vendor#: 1982	\$275.00	\$0.00	\$0.00	42	
A00-8810-0100-0000	CEMETERY- PER SVC.	JACOB KARB III 2024 2024 Liaison Services to Cobble Hill Cemetery	12/31/2024	Vendor#: 924	\$300.00	\$0.00	\$0.00	33	
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 Prior AP Account	12/31/2024	Fund DB0 Prior AP Account	\$0.00	\$13,943.22	\$0.00	47	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FIVE STAR EQUIPMENT, INC. P10619 Cool-Gard TM	12/31/2024	Vendor#: 612	\$43.64	\$0.00	\$0.00	14	

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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PREISCHEL BROS. SERVICE, INC. 79323 (12) Goodyear Tires - 225/70R19.5 G622, Mount/Dismount, Balance	12/31/2024	Vendor#: 13	\$5,868.00	\$0.00	\$0.00	15	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1NG3-PMVC-HML6 Highway - Flat Chisel, screw extractors, air hammer, car care kits, cleaning brush, bolt extractor, wheel chock	12/31/2024	Vendor#: 2003	\$258.95	\$0.00	\$0.00	4	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 122104939 Assy L Flgnuts w/ abs, brake drum balanced, wheel nuts	12/31/2024	Vendor#: 177	\$683.38	\$0.00	\$0.00	5	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 193W-HFDJ-JJ9V Highway - Suspension Enhancement System Front Kit	12/31/2024	Vendor#: 2003	\$398.07	\$0.00	\$0.00	6	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1R1V-G697-34JW Highway - Vise Grip Pliers, Heat shrink connectors, cordless impact wrench, ear plugs, socket organizer	12/31/2024	Vendor#: 2003	\$302.11	\$0.00	\$0.00	7	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0771636 Salt (110.89 Tons) - Tickets 1161890, 1162112, 1162305	12/31/2024	Vendor#: 135	\$4,797.10	\$0.00	\$0.00	10	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0771974 Salt (36.80 Tons) - Ticket 1162745	12/31/2024	Vendor#: 135	\$1,591.97	\$0.00	\$0.00	11	
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 Prior AP Account	12/31/2024	Fund SF0 Prior AP Account	\$0.00	\$90.00	\$0.00	49	
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 527833 North Boston Fire Co. - Respirator Test (12/5/24)	12/31/2024	Vendor#: 1499	\$90.00	\$0.00	\$0.00	34	
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 Prior AP Account	12/31/2024	Fund SM0 Prior AP Account	\$0.00	\$603.90	\$0.00	48	
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 527670 Boston EMS - Physical & Respirator Test (12/2/2024)	12/31/2024	Vendor#: 1499	\$84.00	\$0.00	\$0.00	35	
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 12/24 - Acct. #1001-6047-341 Acct. #1001-6047-341 - Boston EMS Building (2199 kwh)	12/31/2024	Vendor#: 37	\$156.73	\$0.00	\$0.00	25	
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. EMS - Missed 2024 June to November Missed EMS Fuel - Gas (49.5 gallons) & Diesel (75.7 gallons) accidentally charged to Boston Fire Vehicle Code	12/31/2024	Vendor#: 90	\$74.30	\$0.00	\$0.00	16	
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. EMS - Missed 2024 June to November Missed EMS Fuel - Gas (49.5 gallons) & Diesel (75.7 gallons) accidentally charged to Boston Fire Vehicle Code	12/31/2024	Vendor#: 90	\$69.26	\$0.00	\$0.00	17	

January 1, 2025 - A B S T R A C T – 2024 Payables

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SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. EMS - Missed 2024 June to November Missed EMS Fuel - Gas (49.5 gallons) & Diesel (75.7 gallons) accidently charged to Boston Fire Vehicle Code	12/31/2024	Vendor#: 90	\$67.44	\$0.00	\$0.00		18
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. EMS - Missed 2024 June to November Missed EMS Fuel - Gas (49.5 gallons) & Diesel (75.7 gallons) accidently charged to Boston Fire Vehicle Code	12/31/2024	Vendor#: 90	\$80.51	\$0.00	\$0.00		19
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. EMS - Missed 2024 June to November Missed EMS Fuel - Gas (49.5 gallons) & Diesel (75.7 gallons) accidently charged to Boston Fire Vehicle Code	12/31/2024	Vendor#: 90	\$71.66	\$0.00	\$0.00		20
Total Number of 49 Transactions			No Errors		\$26,804.87	\$26,804.87	\$0.00		

PA - 4742 Summary By Fund Number

Fund	Debit	Credit	ENC	LIQ
A00	\$12,167.75	\$12,167.75	\$0.00	
DB0	\$13,943.22	\$13,943.22	\$0.00	
SF0	\$90.00	\$90.00	\$0.00	
SM0	\$603.90	\$603.90	\$0.00	
Total	\$26,804.87	\$26,804.87	\$0.00	

October 7, 2024

Town of Boston
Attn: Jason Keding
8500 Boston State Road
Boston, NY 14025

Dear Mr. Keding:

We are pleased to announce that the Town of Boston has qualified for the Comp Alliance Safe Workplace Award for your performance during policy year 2023. The enclosed award check signifies the Town of Boston's commitment to minimizing workplace accidents and keeping its employees healthy and safe.

The Safe Workplace Award Program is a monetary award that benefits Comp Alliance members who have had positive loss experience during a given policy year. Beginning this year, we incorporated a safety questionnaire that recognizes and rewards not only your performance, but also your commitment to safety and efforts in establishing a safe work culture. The enclosed award check reflects both elements of our Safe Workplace Award.

The Comp Alliance Board of Trustees implemented this program to reward its members whose commitment to safety is reflected in its favorable loss experience. Since its inception five years ago, we have awarded more than \$4.8 million to our municipal and school members through the Safe Workplace Award and more than \$10 million in total Awards.

We appreciate your continued membership in the program and look forward to helping you keep your workforce healthy and safe.

Michael Kenneally

Comp Alliance, Executive Director



Plan Manager: Wright Risk Management
900 Stewart Avenue, Suite 600, Garden City, NY 11530
Phone: 866-697-6922 Fax: 516-227-2352





DEC 17 2024 AM 9:50

Providing care and compassion since 1867

December 13, 2024

Town of Boston
8500 Boston State Road
Boston, NY 14025

Dear Supervisor Keding,

I am writing to formally notify you that the contract between the Town of Boston and the SPCA Serving Erie County, dated 3/1/23, is hereby null and void. We have not received the contract for the 2024/2025 year, and contracts were due back to the SPCA by 11/1/24.

According to the termination clause specified in the contract, both parties have the right to terminate the agreement under circumstances that prevent its successful execution. Therefore, we are exercising this right and officially declaring it null and void as of 12/13/24.

The Town of Boston may still reach out to the SPCA in emergency situations to see if there is space to accommodate a transfer, but please note that it may not be likely in the foreseeable future. Fees will accompany any services provided by the SPCA in those circumstances. However, the Town is welcome to list dogs on our Rehome website for adoption.

We're deeply grateful to your town for their unwavering support of animal welfare and for consistently providing essential services crucial to the community's well-being. Should you have any questions for require further clarification regarding this matter, please do not hesitate to contact me at (716) 875-7360 extension 218 or at LeighAnnA@yoursPCA.org.

Thank you for your understanding and cooperation in this matter.

Sincerely,

Leigh Ann Abbey
Community Support Services and Behavior Manager
SPCA Serving Erie County



Erie County Department of Senior Services

Memorandum

TO: All Erie County Congregate Dining Sites
FROM: James M. Strusienski, Program Director
DATE: December 6, 2024
SUBJECT: Increase to Suggested Contribution Rate for Stay Fit Dining Meals

The Stay Fit Dining Program will be increasing the suggested contribution rate for our congregate meals to \$3.50 per meal beginning January 1, 2025.

This is not a decision the Department of Senior Services made lightly. Congregate Meal suggested contribution rates were discussed by the Department of Senior Services Advisory Board during our meeting on November 4, 2024. As a result of that discussion and with due consideration, the Advisory Board voted to increase the suggested contribution 50 cents per meal, resulting in a suggested contribution rate of \$3.50.

This is the first increase in suggested contribution rate for a congregate meal since January 1, 2014. Over the last eleven years, the Department of Senior Services has incurred multiple meal price increases from our food vendors due to their rising costs, primarily in food and labor. Participant contributions help to offset these costs, allowing us to continue to serve delicious and nutritious congregate meals to as many Erie County older adults as possible.

Please note, this remains a *suggested* and anonymous contribution. It is not a fee. Older adult participants will never be refused service for their inability or unwillingness to contribute. ALL contributions from our participants go directly back into the Stay Fit Dining Program here in Erie County, enabling our continued superior level of service for the County's older adult population.

Erie County Nutrition team members will provide new, updated contribution signage for your location. It is recommended that Site Managers post this memo and program signs in a conspicuous place. We also recommend that Site Managers announce to the participants the suggested contribution increase ahead of the January 1, 2025 increase.

Thank you for your cooperation and support in this matter. We look forward to continuing to work with you to serve our older adult community members.

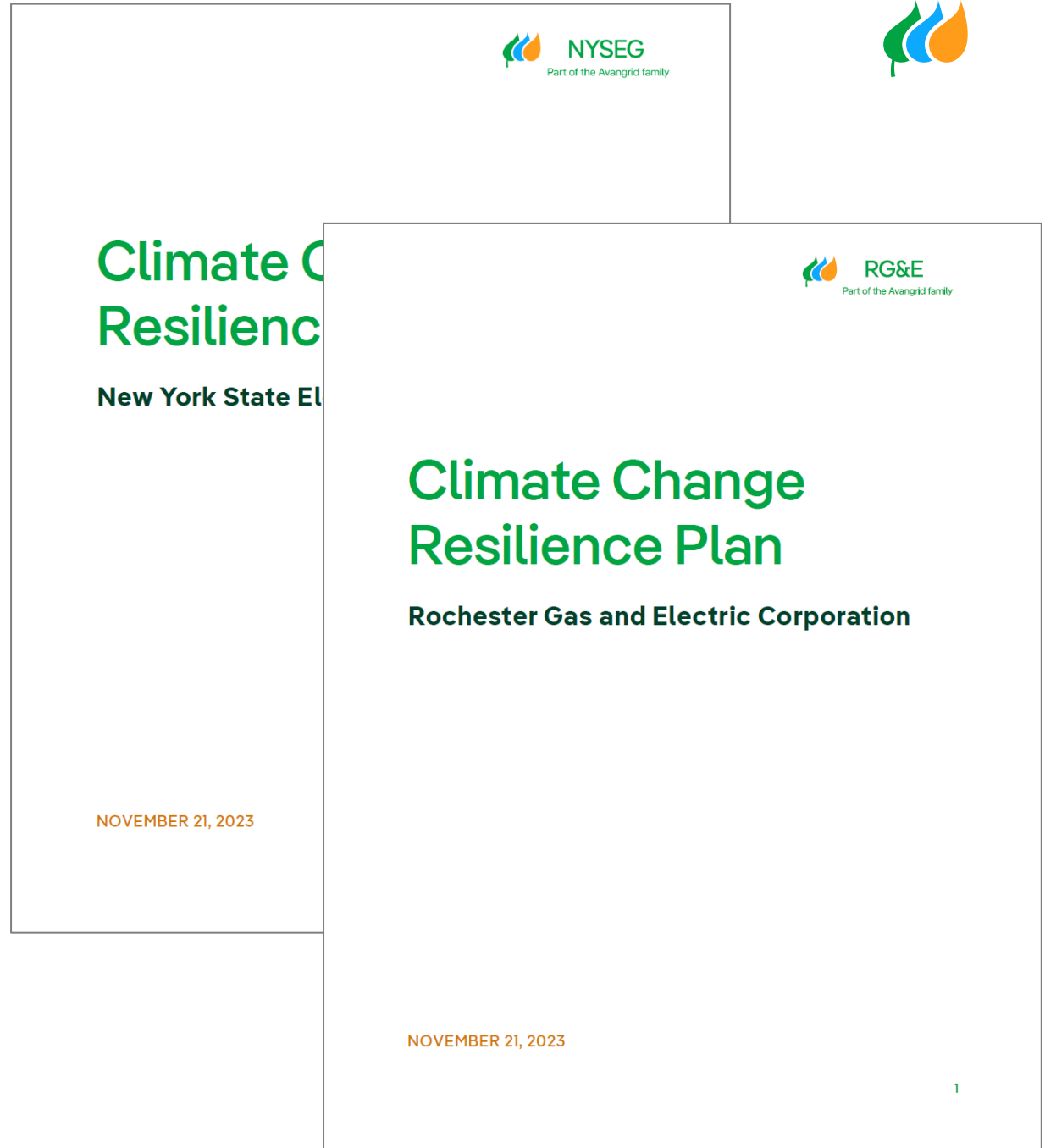


Climate Resilience Working Group Update

12/17/2024

Agenda

- 01** Background
- 02** Project Updates
- 03** Updates on Approval
- 04** Next Steps



Background - Refresher

- March 2022, PSC law became effective (Case 22-E-0222) to NY electric utilities
- Conduct a **Climate Change Vulnerability Study (Study)** and develop a **Climate Change Resilience Plan (Plan)**
- The Study must include an evaluation of the electric grid's vulnerability to climate-driven risks
- The Plan must address the findings of the Study for the next ten- and twenty-year periods
- Engage and collaborate with stakeholders
- The Study and Plan were filed in the fall of 2023, with updates at least every five years



Background - Summary of Key Findings

Priority vulnerabilities are those that represent the most significant risk to NYSEG and RG&E’s electrical assets, and the ability to serve our customers reliably.

- **Substation – High:** Study Team determined that vulnerability to flooding and extreme heat was found to be high for circuit breakers, regulators and transformers. For example, extreme heat in excess of design parameters can increase rate that equipment ages.
- **Transmission & Distribution – High:** Vulnerability to wind, and combined wind and ice events was found to be high. Extreme winds can exceed design parameters and increase risk of failure.
- **Transmission & Distribution - Medium:** Vulnerability to extreme temperature for transmission & distribution power delivery components. Extreme heat in excess of design parameters can increase rate that equipment ages.

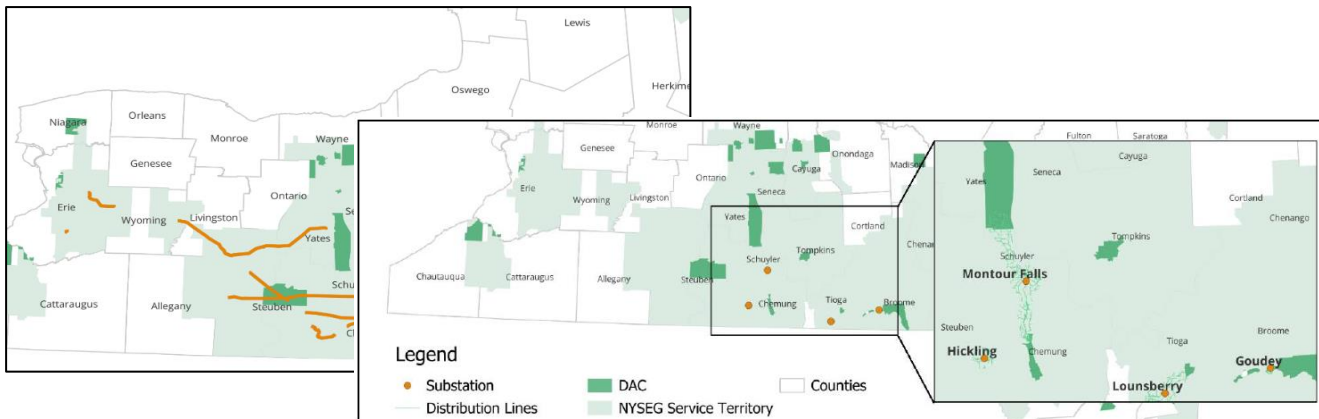
Priority Vulnerabilities

Substations			
Transmission			
Distribution			

Project Information

NYSEG and RG&E post information on projects to their website separated by county or on a dedicated program page.

- NYSEG Website:
<https://www.nyseg.com/ourcompany/reliableservice/reliability-projects>
- RG&E Website:
<https://www.rge.com/ourcompany/reliableservice/reliability-projects>
- CLCPA Website:
<https://togetherforagreenerfuture.com/index.htm>



NYSEG: CLCPA



RG&E

An Avangrid Company

ROCHESTER GAS AND ELECTRIC

CONTACT
 Project Information
 Refer to: **RG&E**
 Website: **rg.e.com**

PROJECT OVERVIEW
 As part of our commitment to service to all our customers (RG&E), in conjunction with AVANGRID, we are updating service areas. These updates to electric transmission lines we are investing in updating growing energy demands our neighbors to ensure performed safely and environment and the

PROJECT PURPOSE AND SCOPE
 To comply with more stringent standards issued at the federal level



RG&E NERC Alert Project
Electric Transmission
115kV

LEGEND
 RG&E Electric Facilities
 Dashed Lines
 RG&E Substations (Other Substations)

RG&E NERC Alert Project planned for Q3 2023 if budgetary resources allow



NYSEG

An Avangrid Company

Project Overview
 As part of our commitment to service to all our customers, Electric and Gas (NYSEG), parent company – AVANGRID delivery system in our service area upgrades comply with new reliability requirements.

While making investments in performance and update system resiliency, we are working with neighbors to ensure that all performed with minimal disruption and the community

Project Need
 The Van Etten 570 circuit serves Village/Township and the surrounding the Erin Township area meaning that their only substation/source that they

Additionally, the circuit serves Township of Van Etten has controllable protection device the substation/source provide sectionalizing the circuit and line.

Finally, there are significant assets along Langford Creek updated and hardened against tree related outages.

Project Information Link
 Refer to: Van Etten Resiliency
 Email: outreach@nyseg.com
 Website: nyseg.com > Resiliency

Van Etten 570 Resiliency



NYSEG · RG&E

Together for a greener future

CLCPA Overview
 The Climate Leadership and Community Protection Act (CLCPA) was signed into law in 2019. It called for the **reduction of economy-wide greenhouse gas emissions 40% by 2030 and no less than 85% by 2050** in comparison to previous 1990 levels. Additionally, the CLCPA targets **70% renewable energy by 2030 and 100% emissions-free energy by 2040**.

As a result, in May 2020, the **New York State Public Service Commission (NYS PSC)** directed all major **NYS electric utilities to identify system investments to support CLCPA goals**.

This milestone marks Avangrid's involvement with the CLCPA initiative. Avangrid is the parent company of New York State Electric & Gas Corporation (NYSEG). Divided into Phase 1 & **Phase 2 Projects**, the latter are new projects (as of November 2020) **whose primary purpose is to create capacity for renewable generation integration**.

The Climate Leadership and Community Protection Act (CLCPA): Phase 2 Projects Fact Sheet

Phase 2 Overview
 The NYS PSC approved the concept of Phase 2 projects and additionally directed all major NYS electric utilities to develop projects within "Areas of Concern" where there are known constraints to renewable generation interconnections.

The utilities filed a joint petition including a suite of projects proposed by NYSEG in March 2022.

In February of 2023, the NYS PSC approved the vast majority of Avangrid's proposed Phase 2 projects.

The approved projects amount to about \$2.3 billion in spending by 2030. The costs of these projects are allocated among the entire state and recovered through the New York Independent System Operator, Inc. (NYISO) rates. As a result, the rate impact to NYSEG customers is lower than if funded solely by our customers. All utility rates are approved by the NYS PSC.

In total, Avangrid has committed to executing approximately \$3.5B on CLCPA projects ("combined Phase 1 & 2) by 2030 in support of NYS climate goals.



CLCPA Phase 2 Projects that are currently planned.

Jennison Transmission Solution Update

Rebuild of Jennison substation and associated transmission work identified as part of CLCPA to aid in meeting NYS' clean energy goals:

<https://jennisontransmissionsolution.com/>

Project Info:

- Article VII filing made 12/4/2024
- ~49 miles of rebuild transmission lines in Chenango and Delaware Counties
 - ✓ Enhance resilience to wind/wind-and-ice, extreme heat.
- Rebuild substation out of FEMA Special Flood Hazard Area (SFHA)
 - ✓ Station currently situated in a 1-in-100 year flood plain and regulatory floodway
 - ✓ Enhance resilience to wind/wind-and-ice, extreme heat, flooding.

Other Regional Benefits:

- Enable future renewable generation facilities to connect.
- Generate economic benefits to the community.
- The upgrades will improve the reliability and resiliency of the entire transmission system.

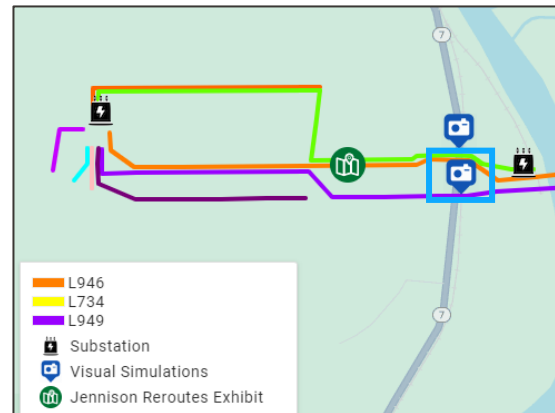
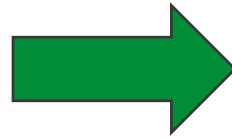


Excerpt from FEMA Floodmap showing existing Jennison Substation

Jennison Transmission Solution – Example Rebuild (L949)



Existing



Proposed

Approval Update

PSC Ruling

- Joint Utilities have not yet received information from the PSC regarding the ruling on the filed Climate Change Resilience Plan.
- Discussion of the utilities climate vulnerability studies and plans is on the preliminary agenda for the PSC Session scheduled for 12/19/2024.
- We will schedule additional meetings with the CRWG in 2025 as information for sharing becomes available.

Next Steps

2025 CRWG Meetings

- Will continue to be held twice per calendar year.
- Next meeting to provide update on PSC discussion.
- Once approved or modified, NYSEG and RG&E will share the final approved plans with CRWG / county executives.

Questions







Erie County Water Authority

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

Office of the Secretary

December 20, 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, December 19, 2024 amending the Authority's Tariff effective January 1, 2025 and a copy of the actual amendments titled 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 line.

Terrence D. McCracken
Secretary to the Authority

TDM:alh
Enclosures

CERTIFICATION

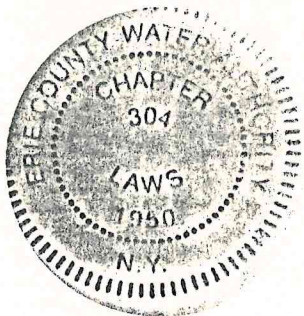
I, TERRENCE D. McCracken, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 19th day of December 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 19th day of December 2024.



Terrence D. McCracken
Secretary to the Authority

(SEAL)



**EXTRACT FROM THE MINUTES OF THE MEETING OF THE
ERIE COUNTY WATER AUTHORITY
DECEMBER 19, 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 19th day of December 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 a copy of these 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, 2024

**UNDERLINED PORTIONS INDICATE NEW MATERIAL
PORTIONS IN BRACKETS [] INDICATE DELETIONS**

9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS

- 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.]

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 AND DECEMBER 19, 2024 TO BECOME EFFECTIVE JANUARY 1, 2025.

I N D E X

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1.00	DEFINITIONS	1-1
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1.00 DEFINITIONS

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.
- 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.

RECEIVED
TOWN CLERK
APR 13 10 29 AM '24

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization Southtown's Homeschoolers Date 12/16/24

Name of person responsible for facilities Amanda Kessler

Title Coordinator

Applicant Address [REDACTED]

Applicant Daytime Phone # [REDACTED] # Of Attendees: 45

Date(s) Requested* 1/9/2025 Time 130 Type of Event Homeschool social

I, THE UNDERSIGNED, REQUEST PERMISSION TO USE THE FOLLOWING: (check all that apply)

- ☒ Town Hall Community Room w/o Kitchen
- ☐ Planning Board Room
- ☐ Court Room

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds .

SIGNATURE OF APPLICANT: Amanda Kessler

Upon Completion, please submit to Town Clerk

APPROVED/DENIED : 12/17/24
(date)

INSPECTION: _____
(date)

TOWN OF BOSTON

<u>2025 APPOINTMENT</u>	<u>TITLE</u>	<u>TERM</u>
Karen Miller	Court Clerk, FT	12/31/2025
Rebecca Neudeck	Court Clerk, PT	12/31/2025
John Sibenik	Court Officer, PT	12/31/2025
TBD	Court Officer, PT	12/31/2025
Laurie Baker	Prosecutor, PT	12/31/2025
TBD	Assessment Clerk, PT	12/31/2025
Margaret Derk	Deputy Town Clerk, FT	12/31/2025
TBD	Deputy Town Clerk, PT	12/31/2025
Thomas Murphy	Code Enforcement Officer, FT	12/31/2025
Robert Reed	Code Enforcement Officer, PT	12/31/2025
Shawn Vanderdoes	Assistant Code Enforcement, PT	12/31/2025
Kelly Korzkowski	Clerk (Code), PT	12/31/2025
TBD	Clerk (Boards), PT	12/31/2025
Jordan Clark	Clerk (Highway), PT	12/31/2025
Linda Sherry	Dog Control Officer, PT	12/31/2025
Dolores Valentine	Nutrition Director, PT	12/31/2025
Patricia Hice	Nutrition Director, PT	12/31/2025
Donna Lenau	Nutrition Director, PT	12/31/2025
Tina Weisedel	Nutrition Director, PT	12/31/2025
TBD	Sub. Nutrition Director, PT	12/31/2025
TBD	Town Hall Laborer, PT	12/31/2025
Patrick Francis	Cleaner, PT	12/31/2025
Scott Fellows	Parks Laborer, FT	12/31/2025
Barry Decker	Parks Laborer, FT	12/31/2025
Amanda Jensen	Parks Laborer, FT	12/31/2025
Robert Telaak	Parks Superintendent - Stipend	12/31/2025
TBD	Emergency Manager – Volunteer	12/31/2025
Allison Koczur	Event Coordinator – Stipend	12/31/2025
Jacob Karb, III	Liaison – Cobblehill Cemetery – Stipend	12/31/2025
Sandra Quinlan	Marriage Officer	12/31/2025
Sandra Quinlan	Records Management Officer	12/31/2025
Sandra Quinlan	Registrar of Vital Statistics	12/31/2025
Margaret Derk	Deputy Registrar of Vital Statistics	12/31/2025

Supervisor Keding made the following appointments:

<u>2025 APPOINTMENT</u>	<u>TITLE</u>	<u>TERM</u>
Allison Koczur	Assistant to Supervisor, FT	12/31/2025
Allison Koczur	Deputy Supervisor - Stipend	12/31/2025
Ellie Pericak	Bookkeeper, FT	12/31/2025
Ellie Pericak	Budget Director - Stipend	12/31/2025
Meagan Sadowski	Secretary to Supervisor/Bookkeeper, PT	12/31/2025
Frank Gamel	Town Historian, PT	12/31/2025

2025 COMMITTEE APPOINTMENTS

AUDIT COMMITTEE

Town Board Members, Drescher and Malecki

TRAFFIC SAFETY & ROADWAYS

Chairman - Councilwoman Selby

INSURANCE

Chairman - Councilwoman Lucachik, Attorney for the Town McCann, Town Clerk Quinlan, Supervisor's Assistant Koczur

I.T. COMMITTEE

Chairman - Councilwoman Martin, Supervisor's Assistant Koczur

INVESTMENT ADVISORY

Chairman - Councilman Cartechine, Attorney for the Town McCann, Town Board, Bookkeeper Pericak, Designated Representatives from Boston, N. Boston, & Patchin Fire Companies

SOLID WASTE & REFUSE

Chairman-Councilwoman Selby, Town Clerk Quinlan

INSPECTION

Chairman- Code Enforcement Officer Murphy, Town Board

CABLE TV

Chairman-Councilwoman Lucachik, Attorney for the Town McCann

DRAINAGE

Chairman-Councilwoman Selby, Hwy Supt. Telaak, Town Engineer

ZONING REVIEW

Chairman- Town Prosecutor, Councilwoman Lucachik, Code Enforcement Officer Murphy,
Zoning Chairwoman Rood

SAFETY

Chairwoman-Town Clerk Quinlan, Hwy Supt. Telaak, Councilwoman Lucachik, Councilman
Cartechine

RECREATION

Chairman- Councilman Cartechine, Hwy Supt. Telaak, Councilwoman Martin

RECORDS MANAGEMENT

Chairwoman-Town Clerk Quinlan

DEFERRED COMPENSATION

Chairwoman- Bookkeeper Pericak, Supervisor Keding, Town Clerk Quinlan

CAPITAL IMPROVEMENT

Chairman- Supervisor Keding, Town Grant Writer, Attorney for the Town McCann, Town
Engineer, Councilwoman Selby, Bookkeeper Pericak

OFFICE OF EMERGENCY MGMT

Director- Emergency Manager, Supervisor Keding, Councilwoman Martin, Councilman
Cartechine

CHRISTMAS LIGHTING

Councilman Cartechine, Parks Superintendent Telaak

GRANT WRITER COMMITTEE

Chairman – Supervisor Keding, Bookkeeper Pericak, Supervisor's Assistant Koczur, Rotella
Grant Management

2025 Liaison Assignments:

Jennifer Lucachik

Planning Board, Boston Community Foundation, Haz-Mat, Insurance, Parks and Recreation, Cable TV, Safety Committee

Michael Cartechine

Fire Departments, Fire Benefit Program, Christmas Lighting, Recreation, Chamber of Commerce

Kathy Selby

Drainage, Streets and Lighting, Traffic and Highway Safety, Historical Society, Solid Waste, Water Districts

Kelly Martin

Boston Emergency Squad, Senior Citizens, Nutrition, Conservation Advisory Council, Zoning Board

2025 SALARY SCHEDULE

<u>Position</u>	<u>Salary</u>
Assistant to Supervisor, FT	\$48,829 /yr.
Secretary to Supervisor, PT	\$21.41 /hr.
Bookkeeper, FT	\$62,094 /yr.
Deputy Supervisor – Stipend	\$1,283 /yr.
Budget Director – Stipend	\$4,275 /yr.
Event Coordinator – Stipend	\$3,053 /yr.
Court Clerk, FT	\$55,506 /yr.
Court Clerk, PT	\$21.41 /hr.
Court Officer, PT (x2)	\$7,200 /yr.
Prosecutor	\$19,785 /yr.
Assessor, PT	\$36.06 /hr.
Assessment Clerk, PT	\$21.41 /hr.
Deputy Town Clerk, FT	\$44,556 /yr.
Deputy Town Clerk, PT	\$21.41 /hr.
Code Enforcement Officer, FT	TBD (\$32.76 – 37.76/hr.)
Code Enforcement Officer, PT	\$32.76 /hr.
Assistant to Code Enforcement, PT	TBD (\$21.41 – 25.66/hr.)
Clerk to Code Enforcement, PT	\$21.41 /hr.
Board Clerk, PT	\$21.41 /hr.
Highway Clerk/Secretary, PT	\$21.41 /hr.
Dog Control Officer, PT	\$16,091 /yr.
Nutrition Program Director (x4)	\$16.81 /hr.
Asst. Nutrition Program Director	\$16.81 /hr.
Sub Assist. Nutrition Program Director	\$16.81 /hr.
Laborer, PT – Town Hall	\$21.41 /hr.
Cleaner, PT	\$21.41 /hr.
Parks Superintendent – Stipend	\$10,760 /yr.
Parks Laborer, FT	\$23.59 /hr.
Parks Laborer, FT (x2)	\$21.41 /hr.
Cobblehill Cemetery Liaison	\$300 /yr.
Town Historian – Stipend	\$4,335 /yr.

Highway Department

Per Collective Bargaining Agreement.

Elected Officials

<u>Position</u>	<u>Salary</u>
Supervisor	\$47,436 /yr.
Councilman (x4)	\$10,033 /yr.
Highway Superintendent	\$83,048 /yr.
Town Clerk	\$58,070 /yr.
Town Justices (x2)	\$23,236 /yr.

2025 Re-Org Items

5. Set Payment of Salaries:

Bi-weekly to the Town Clerk, Deputy Town Clerk, Supervisor, Assistant to Supervisor, Bookkeeper, Court Clerks, Assessor, Board Clerk, Code Enforcement Officers, Assistant to Code Enforcement, Nutrition Directors, Town Hall Laborer, Town Hall Cleaner, Parks Laborers, Highway Superintendent, Highway Clerk, M.E.O.'s, Truck Drivers, and Highway Laborers. All other positions are paid monthly.

6. Designation of Depositories:

North Boston Branch of the Evans National Bank for the Supervisor, Town Clerk, Tax Collector, and Town Justices.

Participation in New York Cooperative Liquid Assets Security System (NYCLASS) for the Supervisor, Town Clerk and Tax Collector.

7. Schedule Dates and Times for Regular Monthly Meetings and Agenda Review:

Town Board Meeting: First and third Wednesday of the month at 7:30 pm

Agenda Review: First and third Wednesday of the month at 6:00 pm

8. Designate Official Newspaper:

Springville Journal

9. Appointment to NEST Solid Waste Management Board:

Supervisor Jason Keding.

10. Refuse Collectors Annual Licenses:

Direct Town Clerk to send letters to refuse collectors that annual licenses are due.

11. Authorization of Surplus Monies:

Authorize the Supervisor and the Tax Collector to invest surplus monies. This authorization includes participation in New York Cooperative Liquid Assets Security System (NYCLASS).

2025 Re-Org Items

12. Investment Policy:

Investment policy previously adopted by the Town Board where idle town monies may be invested, subject to any further regulation from the State Comptroller pursuant to Section 39 of the General Municipal Law is as follows:

1. Obligations of Federal Government - Treasury Notes, Treasury Bills, etc.
2. Obligations of Federal Agencies Guaranteed by the Government.
3. Obligations of the State of New York
4. Certificates of Deposit in Commercial Banks, which are FDIC insured.
5. Regular Savings Accounts, Money Market Accounts in Commercial Banks if proper securities are provided for all monies invested in excess of the amount secured by FDIC.
6. Tax Anticipation Note and Revenue Anticipation Notes of another municipality, district, corporation or school district, any other investments not listed will require prior approval by the Town Board and be in conformance of all state statutes.

The Town Supervisor will keep a record of all such investments and provide a report to all Town Board Members monthly.

13. Signature Stamp for the Supervisor:

Authorize the use of.

14. Mileage Reimbursement Rate:

Set at the 2025 updated IRS rate of \$0.70 cents per mile per [IRS-2024-312](#)

15. Lending Funds:

Authorize the Supervisor to lend funds from one account to another.

2025 Re-Org Items

16. Workdays & Retirement Reporting (Part Time):

Assign the following to be reported for New York State Retirement purposes for elected and appointed Town Personnel with six (6) hours being designated as a workday:

Town Justices	Councilman
Supervisor	Deputy Supervisor
Prosecutor	Board Clerk
Court Officer	Court Clerk, PT
Assessment Clerk, PT	Deputy Town Clerk, PT
Code Enforcement Officer, PT	Assistant Code Enforcement, PT
Clerk for Code	Highway Clerk
Town Cleaner	Town Hall Laborer
Dog Control Officer	Nutrition Program Directors
Historian	

Workdays & Retirement Reporting (Full Time):

Assign the following workdays to be reported for New York State Retirement purposes for elected and appointed Town Personnel as full time based on a seven (7) hour workday for New York State Retirement purposes:

Town Clerk	Deputy Town Clerk, FT
Bookkeeper	Assistant to Town Supervisor
Superintendent of Highways	Court Clerk, FT
Assessor	Code Enforcement Officer, FT

Assign the following workdays to be reported for New York State Retirement purposes for elected and appointed Town Personnel as full time based on an eight (8) hour workday for New York State Retirement purposes:

Parks Laborer
Highway M.E.O.'s, Truck Drivers, and Laborers

17. Petty Cash Funds:

Town Clerk	\$300
Town Justice	\$300

2025 Re-Org Items

18. Agreement to Spend Highway Funds (284 Agreement)

Approve the 2025 284 Agreement.

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025 _____

TOWN OF Boston
COUNTY OF Erie _____

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$ 135,000 may be expended for general repairs upon 37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Rice Road, starting at CR 469 and ending at CR 233, a distance of 1.50 miles, there shall be expended not over the sum of \$ 135,000.
Type Top: Nova Chip Width of traveled surface: 18 feet
Thickness Top: 1 inches Thickness binder: _____ inches
Other _____

(b) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type Top: Nova Chip Width of traveled surface: _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other _____

(c) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of _____.
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other _____

.....

_____ Supervisor	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Highway Superintendent	_____ Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,647 may be expended for general repairs upon .37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

- (a) On Maple Grove, starting at Zimmerman and ending at Dead End, a distance of .13 miles, there shall be expended not over the sum of \$3,500.

Type Top: Width of traveled surface 18 feet

Thickness Top: inches Thickness binder: inches

Other: Oil and Sstone

- (b) On Hywood Dr, starting at Zimmerman and ending at Mayer Road, a distance of .80 miles, there shall be expended not over the sum of \$ 20,000.

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other oil and stone

- (c) On Ursula Lane, starting at Hywood Dr. and ending at Dead End, a distance of .11 miles, there shall be expended not over the sum of

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other: Oil and stone

.....

Supervisor	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Highway Superintendent	Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,647 may be expended for general repairs upon .37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Glenn Terr, starting at Mayer Road and ending at Mayer Road, a distance of .38 miles, there shall be expended not over the sum of \$10,000.
Type Top: Width of traveled surface 18 feet
Thickness Top: inches Thickness binder: inches
Other: oil and stone

(b) On Kevin Drive, starting at Glenn Terr and ending at Dead End, a distance of .08 miles, there shall be expended not over the sum of \$2,500.
Type Top: Width of traveled surface: 18 feet
Thickness Top: inches Thickness binder: inches
Other: Oil and Stone

(c) On Chestnut Lane, starting at Chestnut Ridge and ending at Dead End, a distance of .20 miles, there shall be expended not over the sum of \$6,000.
Type Top: Width of traveled surface: 18 feet
Thickness Top: inches Thickness binder: inches
Other: Oil and stone

Supervisor	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Highway Superintendent	Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,647 may be expended for general repairs upon .37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Chrest wood Cir. , starting at Chestnut Ridge and ending at Dead end , a distance of .17 miles, there shall be expended not over the sum of \$ 5,500 .

Type Top: Width of traveled surface 18 feet

Thickness Top: inches Thickness binder: inches

Other: oil and stone

(b) On Hill Crest Rd , starting at Chestnut Ridge and ending at Dead End , a distance of .17 miles, there shall be expended not over the sum of \$ 5,500 .

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other Oil and Stone

(c) On Hill Side Drive , starting at Chestnut Ridge and ending at Dead End , a distance of .23 miles, there shall be expended not over the sum of 6,000 .

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other: Oil and stone

Supervisor

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Highway Superintendent

Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS**

The sum of \$203,647 may be expended for general repairs upon 37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. **IMPROVEMENTS** - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Serpentine Dr, starting at Chestnut Ridge and ending at Chestnut Ridge, a distance of .38 miles, there shall be expended not over the sum of \$ 10,000.
Type Top: Width of traveled surface 18 feet
Thickness Top: inches Thickness binder: inches
Other: oil and stone

(b) On Ward Rd, starting at Herman hill and ending at Chestnut Ridge, a distance of .25 miles, there shall be expended not over the sum of \$ 6,500.
Type Top: Width of traveled surface: 18 feet
Thickness Top: inches Thickness binder: inches
Other Oil and Stone

(c) On Lango Rd, starting at Boston Colden and ending at, a distance of .18 miles, there shall be expended not over the sum of 5,000.
Type Top: Width of traveled surface: 12 feet
Thickness Top: inches Thickness binder: inches
Other: Oil and stone

Supervisor	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Councilmember	Date
Councilmember	Date	Highway Superintendent	Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025 _____

TOWN OF Boston
COUNTY OF Erie _____

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,647 _____ may be expended for general repairs upon .37.98 _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Sunset _____, starting at Bpston State _____ and ending at Dead End _____, a distance of .19 _____, there shall be expended not over the sum of \$ 6,000 _____.
Type Top: _____ Width of traveled surface 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other: Oil and Sstone _____

(b) On Robin Drive _____, starting at Sun Set _____ and ending at Dead End _____, a distance of .06 _____ miles, there shall be expended not over the sum of \$ 2,000 _____.
Type Top: _____ Width of traveled surface: 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other oil and stone _____

(c) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of _____
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other: _____

.....

_____ Supervisor	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Highway Superintendent	_____ Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie_____

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS**

The sum of \$203,647_____ may be expended for general repairs upon .37.98_____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. **IMPROVEMENTS** - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Apple Tree Road_____, starting at _____ Feddick Road_____ and ending at _____ Apple Tree Road_____, a distance of .24_____, there shall be expended not over the sum of \$ 6,500_____.
Type Top: _____ Width of traveled surface 16_____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other: Oil and stone_____

(b) On Allen Drive_____, starting at _____ Zimmerman_____ and ending at _____ Dead End_____, a distance of .17_____ miles, there shall be expended not over the sum of \$ 5,500_____.
Type Top: _____ Width of traveled surface: 18_____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other oil and stone_____

(c) On Allen Drive_____, starting at _____ Allen Drive_____ and ending at _____ Tanglewood Drive_____, a distance of .19_____ miles, there shall be expended not over the sum of \$ 5,500_____.
Type Top: _____ Width of traveled surface: 20_____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other: Oil and stone_____

.....

_____ Supervisor	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Highway Superintendent	_____ Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,647 may be expended for general repairs upon 37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

- (a) On Tanglewood Drive, starting at Zimmernan and ending at Dead End, a distance of .11 miles, there shall be expended not over the sum of \$ 3,000.

Type Top: Width of traveled surface 18 feet

Thickness Top: inches Thickness binder: inches

Other: Oil and stone

- (b) On George Drive, starting at Zimmerman and ending at Dean End, a distance of .24 miles, there shall be expended not over the sum of \$ 6,500.

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other: oil and stone

- (c) On Ravine Drive, starting at Zimmerman and ending at George Drive, a distance of .12 miles, there shall be expended not over the sum of \$ 3,500.

Type Top: Width of traveled surface: 18 feet

Thickness Top: inches Thickness binder: inches

Other: Oi and stone

Supervisor

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Councilmember

Date

Highway Superintendent

Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

YEAR 2025__

TOWN OF Boston
COUNTY OF Erie_____

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS**

The sum of \$203,647_____ may be expended for general repairs upon 37.98_____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. **IMPROVEMENTS** - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On _____ all town road _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ 48,397 _____.
Type Top: 7 f Black top _____ Width of traveled surface 18 _____ feet
Thickness Top: 1 _____ inches Thickness binder: _____ inches
Other: oil and stone _____

(b) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other _____

(c) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of _____.
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other: _____

.....

_____ Supervisor	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Councilmember	_____ Date
_____ Councilmember	_____ Date	_____ Highway Superintendent	_____ Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

TOWN OF BOSTON
2025 EMPLOYEE HOLIDAYS

<u>Holiday</u>	<u>Date</u>	<u>Day of Week</u>
Martin Luther King Jr. Day	January 20	Monday
President's Day	February 17	Monday
Good Friday	April 18	Friday
Juneteenth	June 19	Thursday
Independence Day	July 4	Friday
Labor Day	September 1	Monday
Columbus Day/Indigenous Peoples' Day	October 13	Monday
Election Day	November 4	Tuesday
Veteran's Day	November 11	Tuesday
Thanksgiving Day	November 27	Thursday
Day After Thanksgiving	November 28	Friday
Christmas Eve	December 24	Wednesday
Christmas Day	December 25	Thursday
New Year's Day	January 1, 2026	Thursday

NOTE: THIS HOLIDAY SCHEDULE DOES NOT APPLY TO HIGHWAY EMPLOYEES. HIGHWAY EMPLOYEES - PLEASE REFER TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

TOWN OF BOSTON – RESOLUTION NO. 2025-01

PROCUREMENT POLICY

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 1st day of January, 2025 at 2:00 P.M. Eastern Prevailing Time there were:

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

NOW THEREFORE BE IT RESOLVED, that the Town of Boston does hereby adopt the following procurement policies and procedures for this year:

Guideline 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law, Sec. 103. Every Town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file documentation supporting the purchase activity.

Guideline 2. All purchases of (a) supplies or equipment which will exceed \$20,000 in the fiscal year; or (b) public works contracts over \$35,000 shall be formally bid pursuant to GML, Sec. 103.

Guideline 3.

- 1) All estimated purchases of supplies or equipment of less than \$20,000 but greater than \$10,000 require a written request for a proposal (RFP) and written/fax quotes from three vendors; less than \$10,000 but greater than \$5,000 require an oral request/fax quotes from at least two vendors; less than \$5,000 but greater than \$1,500 require an oral request for the goods and oral/fax quotes from 3 vendors if possible; less than \$1,500 are left to the discretion of the Purchaser.
- 2) All estimated public works contracts of less than \$35,000 but greater than \$20,000 require a written request for proposal (RFP) and fax/proposals from 3 contractors; less than \$20,000 but greater than \$10,000 require a written request for proposal and fax/proposals from at least two contractors; \$10,000 but greater than \$3,000 require a written request for proposal (RFP) and fax/proposals from 2 contractors; less than \$3,000 are left to the discretion of the Purchaser.

- 3) Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and offered.
- 4) All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 4.

4.1 Purpose

The Town Board of the Town of Boston seeks to exercise the local option set forth in § 103, Subdivision 1, of the New York General Municipal Law, as amended by Chapter 608 of the Laws of 2011 and Chapter 2 of the Laws of 2012, which amendment authorizes the Town to award purchase contracts and contracts for services subject to competitive bidding under General Municipal Law § 103 on the basis of either lowest responsible bidder or "best value" as defined in § 163 of the New York State Finance Law. The "best value" option may be used if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder if factors such as lower cost of maintenance, durability, higher quality and longer product life are germane.

4.2 Award based on low bid or best value.

The Town Board of the Town of Boston may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under the General Municipal Law § 103 by either lowest responsible bidder or best value.

4.3 Applicability

The provisions of this chapter apply to Town purchase contracts or contracts for services involving an expenditure of more than \$10,000, but exclude purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law and exclude any other contract that may in the future be excluded under state law from the best value option.

4.4 Standards for best value

Goods and services procured and awarded on the basis of best value are those that the Town Board of the Town of Boston determines will be of the highest quality while being the most efficient. The determination of quality and cost efficiency shall be based on objectively quantified and clearly described and documented criteria which may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the end user if distance or response time is a significant term; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; and quality of craftsmanship.

4.5 Documentation.

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

4.6 Procurement policy superseded where inconsistent.

Any inconsistent provision of the Town's Procurement Policy, as adopted prior to the effective date of this chapter by resolution of the Town Board of the Town of Boston, or as amended thereafter, shall be deemed superseded by the provisions of this chapter.

Guideline 5. A good-faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- (a) Acquisition of professional services;
- (b) Emergencies;
- (c) Sole source situations;
- (d) Goods purchased from agencies for the blind or severely handicapped;
- (e) Goods purchased from correctional facilities;
- (f) Goods purchased from another Governmental agency;
- (g) Goods purchased at auction;
- (h) Goods purchased for less than \$1,500;
- (i) Public works contracts for less than \$1,500.
- (j) Purchases pursuant to State or county bid, or local or federal bid.

Guideline 7. Any Town official designated by resolution as responsible for purchasing can approve purchases up to \$1500. Purchases \$1500 to \$5000 require written approval by the Supervisor. Purchases over \$5000 must be approved by the Town Board. Purchases over \$300 require a P.O. as specified in the Capital Asset Policy.

Guideline 8. Overnight travel in any amount must be approved at a Town Board Meeting.

Guideline 9. All vouchers shall contain information which properly and clearly identify the job, project, vehicle or equipment for which the parts, repair, and/or replacement pertain to. Expense reimbursement will be submitted on a quarterly basis. Full year vouchers accumulated will not be honored.

Guideline 10. This policy shall be reviewed annually by the Town Board at its organizational meeting shall or as soon thereafter as is reasonably practicable.

Guideline 11. The following Town Officials are designated as responsible for purchasing:

Town Supervisor	Town Clerk
Court Clerk	Board Clerk
Town Assessor	Cobble Hill Cemetery Liaison
Code Enforcement Officer	Dog Control Officer
Highway Superintendent	Nutrition Site Coordinator
Parks Superintendent	Town Hall Laborer
Town Historian	Prosecutor
Zoning Board Chairman	Planning Board Chairman
CAC Chairman	

On January 1, 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 2025-02

ADOPT SCHEDULE OF FEES

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 1st day of January, 2025 at 2:00 pm Eastern Prevailing Time there were:

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

NOW THEREFORE BE IT RESOLVED, that the Schedule of Fees for the Town of Boston, as attached hereto, be adopted, and to continue thereafter unless otherwise amended; and

BE IT FURTHER RESOLVED, that the Schedule of Fees, attached hereto, shall supercede the existing Schedule of Fees to the extent that it expressly alters the same.

On January 1, 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

Construction	Fee
Residential New	
Application and Architectural Plan Review One, Two & Multiple Family Dwellings NOTE: Floor area shall not include cellar, non-habitable basement, non-habitable attic or carport, but shall include attached garage	\$250 \$0.25 Sq. Ft.
Plumbing Electric	\$50 + \$10/fixture \$50 Flat/Includes Generators
Amended Building Permit Minor Change Major Change (requires Planning Board review)	No Charge \$25
Renewal of Building Permit	6 months: ½ cost of original permit 2nd year: cost of original permit 3rd year: New Permit
Construction Inspections covered by Permit Fee After 2nd failure Non-Residential Buildings (Commercial)	\$50 \$0.25 Sq. Ft.
NOTE: The Permit Fee for a Building Occupied in Part for Residential use and in Part for Non-Residential use Shall be the Sum of the Two Occupancy Fees Calculated Separately.	
Additions (Residential)	
Up to 100 Square Feet	\$50
Each additional Square Foot	\$0.20 Sq. Ft.
NOTE: Floor Area Same As For New Residential	
Additions (Non Residential/Commercial)	
Up to 100 Square feet	\$150
Each additional square foot	\$0.30 Sq. Ft.
Accessory Buildings	
Square feet	
under 100	no fee
over 100 up to 400	\$50
over 400 up to 700	\$90
over 700 up to 1000	\$120
over 1000	\$125 plus \$5 for each additional 100 sq. ft. or part thereof
Decks	
Square feet	
Up to 100	\$50
over 100	\$75
Alterations/Repair/Renovations	
Up to 200 Square feet	\$50

Each additional square foot	\$0.15 Sq. Ft.
Late Fee For Building Permit	
(not subject to Site Plan Approval)	\$250
Swimming Pools	
In-Ground	\$250
Above-Ground	\$75
Demolition Permits	
Up to 500 sq. ft.	\$50
Over 500 to 1000 sq. ft.	\$75
Over 1000 sq. ft.	\$100
Subject	Fee
Special Permits	
Initial Application-General Special Permits	\$150
Renewal-Terminable Special Permit	\$25
Modification of Special Permit	\$150
Initial Application - Live Entertainment	\$100
Renewal Application - Live Entertainment	\$100
Unified Solar Permit	\$100
Fill Permit	\$150
Short Term Rental Permit	
Initial application for 2-year registration (includes initial safety and building code Inspection)	\$350
Reinspection for corrections and or failure to show for appointment	\$75
Transfer of ownership during permit term (i.e., New agent)	\$50
Ontime Renewal of permit (30 days prior to expiration)	\$200
Renewal of expired permit	\$350
Telecommunications Facility	
Facility-Special Permit	\$5,000
Co-location Permit	\$1,000
Building Permit	\$250
Refuse Removal	
Annual License	\$100
Junkyard	
Initial Application	\$1,000
Renewal Application	\$250
Mobile Home Courts	
Initial Application	\$200 + \$10 per acre for each acre over 10 acres
Annual License Fee	\$15 per unit
New Site Inspection Fee	\$50 per unit
In lieu Recreation Fee	\$150 per unit
Peddling & Soliciting Permit	
Per Person	\$10
Per Vehicle	\$10

Public Improvement Permit	
Per Permit	\$25
Signs	
Not-for-Profit Organizations	\$10
Temporary announcement signs for special events of non-profit organizations in the Town of Boston	No Fee
Entrance or exit traffic control signs without advertising; max 12'h x 18"l	No Fee
Attached/Detached A-Frame Portable Reface Electronic/Digital	\$100 + \$5.00/square foot \$100 Annual Fee \$100, 60 day permit limit, 2X Annually \$75 + \$5.00/square foot \$500, \$100 annual renewal
Soil Removal Annual Permit	\$100
FOIL Copies up to 8.5" x 14" Copies over 8.5" x 14" Computer Disc	\$0.25 Actual Cost \$10.00
Dog Licenses Spayed/Neutered Unspayed/Unneutered Spayed/Neutered discount (Senior 65+) Unspayed/Unneutered discount (Senior 65+) Late Renewal Fee Unlicensed Dog Fee Purebred up to 10 dogs Purebred up to 25 dogs Town Impoundment/Transport Fees Boarding Fees Civil Fines, NYS Minimum Woodburning Fireplaces/Stoves Permit Certificate of Occupancy Certificate of Compliance Temporary Certificate of Occupancy Certificate of Zoning Compliance Operating Permit Amending Operating Permit Reissue or Renewal of Operating Permit Fire Safety and property maintenance inspections	Including Local Fee & NYS Surcharge 1 Year \$10 / 2 Year \$20 / 3 Year \$30 1 Year \$18 / 2 Year \$36 / 3 Year \$54 1 Year \$8 / 2 Year \$16 / 3 Year \$24 1 Year \$16 / 2 Year \$32 / 3 Year \$48 \$5 per month (30-day grace period) \$10 \$25 + \$1 for each spayed/neutered Dog \$50 + \$1 for each unspayed/unneutered Dog (1 st) \$25, (2 nd) \$50, (3 rd) \$75, and continue in additional \$25 increments for subsequent impoundments \$30 per day (1 st) \$25, (2 nd) \$50, (3 rd) \$75 \$50 \$50 \$50 \$25 \$200 \$100 Same as Amended Building Permit \$100 \$50 - \$200

Zoning Board of Appeals	
Application for Variance	\$200
Appeal	\$150
Public Hearing Fee	\$100
Planning Board-Subdivision Development	
Minor Sub Preliminary Plat Approval	\$200 per lot
Minor Sub Final Plat	\$75
Major Sub Preliminary Plat Approval	\$750 + \$300/lots>4
Major Sub Final Plat	\$500
Public Hearing Fee	\$100
Special Use Permit	\$ 200
Public Hearing Fee	\$100
Rezoning Application	
< 1 acre	\$250
1.0 acres up to 5.0 acres	\$500
5.0 acres up to 10.0 acres	\$1000
10.0 acres up to 50.0 acres	\$2500
> 50 acres	\$5000
Public Hearing Fee	\$100
Application – Site Plan Review	
up to 1.0 acre	\$250
over 1.0 up to 2.0 acres	\$500
over 2.0 acres up to 5.0 acres	\$500 + \$250 for any acre or fraction over 2.0 acres
over 5.0 acres up to 10 acres	\$1000 + \$250 for any acre or fraction over 5.0 acres
over 10 acres	\$2500 + \$250 for any acre or fraction over 10 acres
Site Plan Approval, Minor Add'ns/Site Improvements	\$250
Sitework Permit	
	\$500
	\$10/acre
Cobble Hill Cemetery	
Grave Site - Purchase Price	\$400
Grave Opening - Full Grave	\$400
Grave Opening - Infant Grave (up to 3 feet)	\$250
Cremation	\$150
Foundation - per foot	\$50
Foundation – Minimum	\$100
Books and Maps	
Code Books	\$200
Zoning Map	\$75
Code Book – Leaving Town Official	\$50
Late Fee For Any App. Arising out of Zoning Law	\$250
Adult Use Registration	
Processing Fee	\$500
Use of Facility	
Maintenance Fee	\$75
Sporting Field Reservations	\$30 per 3-hour block of time
Youth Sporting Leagues sponsored by not-for-profit organizations based in the Town of Boston which offer recreational opportunities to Town youth may make seasonal reservations.	\$250

Marriage License Application	\$40.00
Certified & Genealogical Copies of Vital Records	\$10
Application for One Day Marriage Officiant License	\$25
Waste Management Bag Sticker	\$3 each
Permits For Which There Is No Established Fee	\$50

TOWN OF BOSTON – RESOLUTION NO. 2025-03

ATTORNEY FOR THE TOWN

WHEREAS, the Town of Boston previously abolished the salaried office of Town Attorney to save the costs associated with a Town employee and to secure efficient, responsive, competent professional legal services from a contract Attorney for the Town pursuant to Town Law § 20(2)(b); and

WHEREAS, Ryan F. McCann, Esq., with assistance from his affiliated law firm, Attea and Attea P.C. has served as Attorney for the Town pursuant to the terms of a retainer agreement dated June 25, 2024; and

WHEREAS, by way of an e-mail proposal dated December 26, 2024, Ryan F. McCann and Attea and Attea P.C. have offered a further extension of the retainer agreement to serve as Attorney for the Town through December 31, 2025.

NOW THEREFORE BE IT

RESOLVED, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to extend the Town’s contract with Ryan F. McCann, Esq., Attea and Attea P.C. through December 31, 2025 by executing the December 26, 2024 proposal, and

IT IS FURTHER RESOLVED, that Ryan F. McCann shall be the duly-designated attorney for the Town of Boston for the duration of said contract, and shall, in addition to any other contractually specified duties, perform those specific tasks and duties as are required of the Town Attorney pursuant to the Town of Boston Code.

On January 1, 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



COPY

TOWN OF BOSTON - RESOLUTION NO. 2024-43

ATTORNEY FOR THE TOWN

WHEREAS, the Town of Boston previously abolished the salaried office of Town Attorney to save the costs associated with a Town employee and to secure efficient, responsive, competent professional legal services from a contract Attorney for the Town pursuant to Town Law§ 20(2)(b); and

WHEREAS, Ryan F. McCann, Esq., his affiliated law firm, Attea and Attea, P.C. provided a proposal for Attorney for the Town in the terms of a retainer agreement dated June 25, 2024; and

NOW THEREFORE BE IT

RESOLVED, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to enter a contract with Ryan F. McCann, Esq., and Attea and Attea, P.C. by executing the June 25, 2024 proposal, and

IT IS FURTHER RESOLVED, that Ryan F. McCann shall be the duly- designated attorney for the Town of Boston for the duration of said contract, and shall, in addition to any other contractually specified duties, perform those specific tasks and duties as are required of the Town Attorney pursuant to the Town of Boston Code.

On June 25, 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	[]	[]	[X]	[]
Councilmember Lucachik	[]	[]	[]	[X]
Councilmember Martin	[X]	[]	[]	[]
Councilmember Selby	[X]	[]	[]	[]
Supervisor Keding	[X]	[]	[]	[]


Sandra L. Quinlan, Town Clerk

ATTORNEY-CLIENT ENGAGEMENT CONTRACT TOWN OF BOSTON

This document ("Agreement") is the written attorney-client engagement contract under which Ryan F. McCann, Esq., an attorney duly licensed to practice law in the State of New York, and ATTEA & ATTEA, P.C., a Professional Corporation, with their principal offices located at 11 Main Street, Hamburg, New York 14075 ("We," "we," "Us," or "us") will provide legal services to the Town of Boston, a municipal corporation incorporated under the laws of the State of New York, with its principal offices located at 8500 Boston State Road, Boston, New York 14025 ("Town", "You," "you," "Your," or "your").

1. **EFFECTIVE DATE.** This Agreement will take effect when this Agreement is approved by resolution of the Town Board.

2. **SCOPE OF SERVICES.** You are hiring us to provide legal services to the Town. The legal services will include attending meetings of the Town Board (regular and work session), assistance with drafting resolutions and local laws (including any necessary legal research), Freedom of Information Law requests, providing legal advice on labor and procurement issues, providing legal advice on Board governance and ethics, and being available for telephone consultations.

Ryan F. McCann, Esq., will be designated as the Attorney for the Town. As the duly designated Attorney for the Town, Ryan F. McCann, Esq., shall, in addition to any other specified contractual duties, perform those specific tasks and duties as required of the Town Attorney pursuant to the Town of Boston Code.

The Town agrees to refer all other legal matters to Ryan F. McCann, Esq., and ATTEA & ATTEA, P.C. on the terms described below whether or not the matter falls within the scope of the services set forth in this provision, except where a conflict exists or there is a need to assign matters to another firm, which will be done only with Town approval.

Unless we execute a different written agreement, this Agreement governs all services we will perform for you.

3. **LEGAL FEES AND BILLING PRACTICES.**

a. The Town will pay a flat fee of \$27,000 per year, billed monthly to Ryan F. McCann, Esq. It is understood and agreed that this is a professional fee and not a salary. This contractual relationship will be pursuant to Town Law Section 20(2)(b). As a contract Attorney for the Town, Ryan F. McCann, Esq. will not be a Town officer or employee and will not be entitled to claim any benefits typically afforded to Town officers and employees, including, but not limited to, workers' compensation, unemployment insurance benefits, social security coverage, or retirement membership or credit.

b. Rates. The above referenced flat fee does not cover conducting or participating in actual

or potential litigation on behalf of the Town. In addition, the flat fee does not cover administrative proceedings, 50-h hearings, environmental law, counsel on public projects or procurements valued at over \$500,000, or certain labor and employment matters such as negotiating collective bargaining agreements. Any of the above referenced matters that are handled by ATTEA & ATTEA, P.C., as approved outside counsel, will be billed at discounted rates of \$175 for associates and \$250 for partners. It is agreed that Ryan F. McCann, Esq. will bill at an hourly rate of \$165 for attending and handling other matters connected with any Zoning Board of Appeals and Planning Board Meetings and hearings – these meetings will only be attended at the request of the Town. Moreover, any other work that is not otherwise contemplated by the flat fee and not deemed a litigation matter shall be billed by Ryan F. McCann, Esq. at an hourly rate of \$165.00.

b. **Specific Charges.** We charge for any time devoted to the matter or matters in which we have been engaged that are not covered by the flat fee, from time to time, including but not limited to the time spent on telephone calls relating to your matters, emails, texts or other forms of communication, preparation of memorandums, court documents, pleadings, loan and related ancillary documents. The legal personnel assigned to your matter will confer among themselves in researching or analyzing a matter, as required. When they do, each person may charge for the time spent. Likewise, if more than one of the legal personnel is required to attend a meeting, hearing, or other proceeding, each of them will charge for the time spent. We charge for waiting time spent conducting legal research or investigating a matter and for time spent in court and elsewhere, if it is necessary to competently completing our services for you. Depending on the need and circumstances we may charge for local and out-of-town travel time.

c. **Invoices.** Invoices shall be submitted to the Town on a monthly basis, which require payment within 30 days of receipt.

4. **COSTS AND OTHER CHARGES.** You agree to pay for costs and expenses incurred during the course of performing legal services for you, such as filing fees, deposition transcripts, travel costs, and postage. You acknowledge having read, understood, and agreed to the rates for costs and expenses set forth in the attached Rate Schedule, which is incorporated into this Agreement.

5. **CONFIDENTIALITY.** It is in your best interest for all board members, employees or agents to preserve the confidentiality of all communications between us. Your ability to protect the confidentiality of those communications may be jeopardized if you disclose their contents to third parties.

6. **CONFIDENTIAL INFORMATION AND DOCUMENT RETENTION.** You may be assured that we will take all reasonable and customary actions to protect the confidentiality and privileged status or information communicated to us by you and we will not intentionally or knowingly disclose confidential information about you to anyone except as may be required by law consistent with our professional responsibilities.

7. **TERM.** The initial term of my engagement as Attorney for the Town and ATTEA & ATTEA's services described herein shall be for a period of three years unless terminated earlier as provided for elsewhere in this Agreement. The initial term shall commence upon the Town

Board passing a resolution approving this engagement contract. Upon its expiration after the three year period, the same shall automatically renew for a term of two years, unless either party notifies the other in writing by mail posted no later than 60 days before the expiration date, addressed to the other party's address indicated in this letter or to the party's other designated address of its intent not to renew this contract upon its expiration. This Agreement shall continue to renew thereafter for consecutive terms of two years until such notice is provided.

8. TERMINATION. During the term hereof, the Town may terminate this agreement for me to serve as Attorney for the Town for cause, in which event this Agreement shall be terminated immediately. "Cause" shall be defined as facts which permit a reasonable conclusion that I have: (i) committed an act which results in my suspension from the practice of law in the State of New York; (ii) engaged in the illegal use of drugs or other controlled substances; (iii) engaged in the habitual and excessive use of alcohol so as to render impossible the performance of my duties hereunder; (iv) materially breached my obligations hereunder; (v) committed acts which (A) constitute a felony under the laws of the United States of America or the State of New York, (B) constitute a crime involving moral turpitude including but not limited to conduct that is considered contrary to community standards of justice, honesty or good morals, or (C) involve dishonesty or willful malfeasance that injure the Town or which results in the Town having committed a crime or being subject to any material civil penalty or liability which would have an adverse effect of the Town; or (vi) engaged in fighting with (other than in self-defense), threatened or attempted bodily harm to, any employee, official, or agent of the Town. In the event that this Agreement is terminated for cause, the Town shall pay legal fees and other charges owed for services performed through the date of termination.

I shall have the right to terminate this agreement to serve as contract Attorney for the Town on 45-days' written notice to the Town Supervisor. I also reserve the right to terminate this agreement on reasonable notice if, in my professional judgment, continuing to serve as Attorney for the Town would require me to commit a crime or violate a rule of professional ethics. Nothing in the foregoing paragraphs or elsewhere in this agreement prohibits termination of this agreement on mutually-agreed terms, but any modifications to this agreement must be in writing and signed both by the Town's authorized representative and by me.

9. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matters. We make no such promises or guarantees. We make no representations or warranties concerning the successful defense of your matter or the favorable outcome of any legal action that has been or may be filed. We do not guarantee we will obtain reimbursement to you for any costs, expenses, or other damages resulting from the subject matter of this representation. All of our statements on any such matters are statements of opinion only.

10. ARBITRATION.

a. Any dispute between us arising out of or connected to our representation of you, shall be submitted to binding arbitration in Buffalo, New York. By so agreeing, you are waiving your right to submit any dispute or any cause of action you may have against us to a jury or court trial.

b. In the event of a fee dispute between us, you are entitled to participate in fee arbitration through the Bar Association of Erie County, New York.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered, shall constitute an original, binding agreement upon each and all of the undersigned and all of which will together constitute one and the same instrument. This Agreement shall become effective when all counterparts have been executed and delivered to each of the parties to this Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, e-mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or through e-mail shall be deemed to be their original signatures for all purposes.

By signing below, the party acknowledges he or she has the right to seek independent legal advice regarding this Agreement. By signing below, the party further acknowledges that he or she has read and understood the terms of this Agreement including: (i) those set forth in Paragraph 14 regarding arbitration, and (ii) those set forth on the attached Rate Schedule, and agree to them, as of the date we first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this Agreement on the date(s) which appear below:

Dated: June 25, 2024

TOWN OF BOSTON

Jason Keding

Digitally signed by Jason Keding
Date: 2024.07.01 15:06:50 -04'00'

By: Jason A. Keding, Supervisor

Dated: ^{July} ~~June~~ 1, 2024

Individually and as Partner of
ATTEA & ATTEA, P.C.

By:  Ryan F. McCann, Esq.

ATTACHMENT "A"
RATE SCHEDULE

)

2

Client: TOWN OF BOSTON

Matters and Rates: You are hiring us as your outside counsel, which shall include the provision of the legal services described in Paragraph 2 of this Agreement.

We charge for our time in minimum units of 0.2 hours (12 minutes).

Current costs and expenses:

Reprographics	\$.20 per page in-office; services performed by outside vendors are billed at actual cost
Mileage	\$0.585 per mile
Delivery/Messenger Fees	Actual Cost
Postage	Actual Cost
Information Databases	Actual Cost

Subject to change:

The rates on this schedule are subject to change on thirty (30) days' written notice. If you decline to pay any increased rates, we will have the right to withdraw from representing you.

TOWN OF BOSTON – RESOLUTION NO. 2025 – 04

CLARK PATTERSON LEE TO SERVE AS TOWN ENGINEER

WHEREAS, pursuant to Town Law § 20(2)(b), the Town of Boston may contract with an engineering services firm to give it such professional service and advice as it may require; and

WHEREAS, Clark Patterson Lee has presented a proposal to provide municipal engineering services to the Town; and

WHEREAS, Clark Patterson Lee has the experience, resources, and qualifications to handle the specific municipal engineering needs of the Town of Boston;

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage Clark Patterson Lee for Town engineering needs, at the rates set forth in that firm’s proposal, and

IT IS FURTHER RESOLVED, that Clark Patterson Lee shall be the duly-designated Engineer for the Town of Boston through December 31, 2025 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 1, 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



December 17, 2024

Supervisor Jason Keding
Town of Boston
8500 Boston State Road
Boston, NY 14025

RE: 2025 PROPOSAL GENERAL PROFESSIONAL ENGINEERING SERVICES

Dear Supervisor Keding:

CPL is excited to have the opportunity to continue working with the Town of Boston by providing general professional engineering services for 2025. CPL has more than 40 years of experience providing engineering, architectural, and planning services to municipalities and currently serves more than 90 municipalities throughout New York State.

As we have discussed, CPL will be reconfiguring the team that supports the Town with the primary professionals including:

Eric Wies, P.E., Vice President
Jason Foote, P.E., Associate Principal
Justin Steinback, Planning Project Manager
Wade Starnes, Senior Construction Manager

The billing rates under this agreement are shown on the attached and will be billed monthly on an hourly basis. Any expenses (postage, copies, mileage, etc.) will be billed directly with no multiplier. Note, the rates are the same as 2024.

Please contact me directly at (585) 260-4970 should you have any questions or require additional information.

Very truly yours,

CPL

Eric C. Wies, P.E., Vice President

Acceptance of Proposal:

Signature: _____ Date: _____



Standard Billing Rates

BILLING ROLE	BILLING RATE
Principal Architect	\$275.00
Principal Engineer	\$275.00
Principal Consultant	\$185.00
Project Manager	\$185.00
Senior Planner	\$170.00
Senior Engineer MEP	\$170.00
Landscape Architect	\$170.00
Senior Engineer Civil/Structural	\$155.00
Senior Interior Designer	\$155.00
Planner	\$140.00
Project Architect	\$140.00
Project Engineer MEP	\$140.00
Project Engineer Civil/Structural	\$125.00
Resident Observer	\$125.00
Interior Designer	\$110.00
Junior Planner	\$95.00
Junior Engineer	\$95.00
Junior Draftsperson	\$95.00
Clerical Administrative	\$80.00
Municipal Services	
Building Plans Examiner	\$155.00
Building Inspector	\$140.00
Building Official	\$140.00
Senior Code Enforcement Officer	\$125.00
Soil and Erosion Control Supervisor	\$125.00
Soil and Erosion Control Inspector	\$110.00
Permit Technician	\$80.00

TOWN OF BOSTON – RESOLUTION NO. 2025 – 05

LABELLA ASSOCIATES TO SERVE AS TOWN ENGINEER

WHEREAS, pursuant to Town Law § 20(2)(b), the Town of Boston may contract with an engineering services firm to give it such professional service and advice as it may require; and

WHEREAS, LaBella Associates has presented a proposal to provide municipal engineering services to the Town; and

WHEREAS, LaBella Associates has the experience, resources, and qualifications to handle the specific municipal engineering needs of the Town of Boston;

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage LaBella Associates for Town engineering needs, at the rates set forth in that firm’s proposal, and

IT IS FURTHER RESOLVED, that LaBella Associates shall be the duly-designated Engineer for the Town of Boston through December 31, 2025 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 1, 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. 2025-06

ROTELLA GRANT MANAGEMENT TO SERVE AS TOWN GRANT WRITER

WHEREAS, the Town of Boston may contract with a Grant Writer to give it such professional service and advice as it may require; and

WHEREAS, Rotella Grant Management has presented a proposal to provide municipal grant writing services to the Town totaling \$22,800 per year, payable every month at \$1,900.00 on the first of the month; and

WHEREAS, Rotella Grant Management has been the grant writer for the Town since February 2023 and has the experience, resources, and qualifications to handle the specific municipal grant needs of the Town of Boston.

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage Rotella Grant Management for Town grant needs, at the rates set forth in that firm's proposal, and

IT IS FURTHER RESOLVED, that Rotella Grant Management shall be the duly-designated grant writer for the Town of Boston through December 31, 2025 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Grant Writer.

On January 1, 2025, the question of the adoption of the foregoing Resolution was duly put to vote via 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

Contract for Grant Writing Services

Rotella Grant Management
19 Jordy Court
Hamburg, NY 14075



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

This Contract for Grant Writing Services (the "Contract") is entered into between Rotella Grant Management (RGM), hereinafter referred to as the "Grant Writer," and the Town of Boston, hereinafter referred to as the "Client," for the provision of grant writing services on a monthly retainer basis, as per the terms and conditions stated herein.

"Grant Writer," will provide the following:

Scope of Services

The Grant Writer agrees to provide grant writing services to the Client, including but not limited to:

- Identifying potential grant opportunities.
- Preparing, writing, and submitting grant proposals.
- Reviewing and editing existing grant proposals.
- Researching and collecting relevant data and information for grant applications.
- Preparing and drafting sample letters of support.
- Providing advice, consulting and guidance on grant-related matters, grant project ideas and grant administration.

Monthly Retainer:

The Client agrees to pay the Grant Writer a monthly retainer of \$1,900.00, payable in advance, on or before the 1st day of each month, starting from the commencement date of this Contract.

Term:

The initial term of this Contract shall be for 12 months, commencing on January 1, 2025 and terminating on December 31, 2025. After the initial term, this Contract shall automatically renew for a successive 12 months unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

Confidentiality:

The Grant Writer shall treat all information provided by the Client as confidential and shall not disclose, share, or use such information for any purpose other than to fulfill the obligations under this Contract. This obligation shall survive the termination of this Contract.

Ownership of Work:

Any grant proposals, documents, or materials prepared by the Grant Writer during the term of this Contract will be provided to and shall become the property of the Client, and the Client shall have full ownership, preservation, and usage rights. It is the responsibility of the Client to maintain these records.

Non-Exclusive Engagement:

This Contract is non-exclusive, meaning that the Grant Writer may provide grant writing services to other clients during the term of this Contract.

Independent Contractor:

The Grant Writer shall be considered an independent contractor and not an employee or agent of the Client. As such, the Grant Writer shall be responsible for their taxes, insurance, and other obligations related to being an independent contractor.

Reoccurring Meetings and Reporting:

Grant Writers will be available for in-person meetings, conference calls, and video calls, and providing grant status reports upon request by the Client. The Grant Writer, as a standard practice, shall not be obliged to attend reoccurring municipal board meetings, public meetings, or provide continuous reporting. In the event that the Client requires the Grant Writer's regular attendance at in-person meetings not directly related to grant writing, both parties will mutually agree to those terms in addition to this agreement. The Grant Writer will not provide continuous reports on open grant opportunities. The Grant Writer will pinpoint and present grant opportunities that align with project plans and customized ideas tailored to the specific needs of the Client.

Grant Award Compliance:

The Grant Writer shall not be responsible for post-award grant contract terms and compliance, project monitoring, or any other obligations related to the grant award contract. Where necessary and desired by the Client, the Grant Writer may consult with and advise the Client on its responsibilities and roles for contract compliance. The Grant Writer's role is limited to providing grant writing services, grant reporting, grant consulting and relaying information from the Client to the agency upon the terms of the grant award.

~ Grant Writers do not participant in any municipal fund raising or political party donations ~

“Client” will be responsible for the following:

The registration process for any online grant portals, and providing those credentials to the Grant Writer for temporary use to access the grant portals for the purpose of preparing and submitting grant applications. It is the Client's responsibility to maintain records of digital log-in credentials, retain and update passwords as necessary, and assign appropriate staff roles and grant responsibilities as applicable.

All grant application feedback provided to the Grant Writer must be communicated via e-mail along with an e-mail acknowledging acceptance and final approval for the official submission of every grant application.

Supplying any necessary photos, resolutions, cost estimates, planning documents, and/or letters of support for projects to be included in the grant proposals.

Project Bidding and Vendor Selection:

As per **New York State requirements** the Client shall conduct a fair and transparent bidding process for any grant project-related projects in accordance with municipal laws as well as meet the bidding process designated by each respective granting agency including, but not limited to, MWBE, SDVOB, EEO, etc. This involves selecting vendors and contractors based on fair evaluation criteria to ensure compliance with grant regulations, with adherence to all applicable New York State agency and local procurement policies.

Providing and Monitoring Financial Information:

As per **New York State requirements** the Client shall be responsible for providing accurate and up-to-date financial information to the granting agency as required by the terms of the grant. This may include budget reports, financial statements, audits, expenditure documentation, and other relevant financial data.

Project Monitoring:

As per **New York State requirements** the Client shall actively monitor the progress of the funded project, ensuring that it adheres to the specified timelines, objectives, and deliverables outlined in the grant agreement. Provide regular updates and progress to the Grant Writers to keep the grant project moving forward and to keep the granting agency informed.

Grant Award Contract Goals and Transparency:

The Client shall align the project activities with the designated goals, objectives, or initiatives relevant to the grant and grant contracts. Additionally, the Client should maintain transparency throughout the project implementation, disclosing relevant information and progress reports to the Grant Writer and the granting agency as needed.

This agreement has been approved by:

Jaosn Keding
Supervisor
Town of Boston

Date



Bernie Rotella Date December 17, 2024
Grant Coordinator
Rotella Grant Management

TOWN OF BOSTON – RESOLUTION NO. 2025-07

TOWN PLANNING CONSULTANT AGREEMENT

WHEREAS, the Town of Boston has for many years contracted with Sarah Desjardins to serve as its Planning Consultant; and

WHEREAS, the Planning Consultant is an independent contractor to the Town who receives no Town benefits and bills the Town for hours worked and Planning Board meetings attended; and

WHEREAS, the Planning Consultant has presented a draft agreement outlining the proposed scope of work and fees for services to be rendered for a term from January 1, 2025 to December 31, 2025, and thereafter continuing on a month-to-month basis until terminated by either party;

NOW THEREFORE BE IT

RESOLVED, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to execute the proposed draft agreement with Planning Consultant Sarah Desjardins for an additional term of January 1, 2025 to December 31, 2025.

On January 1, 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/MUNICIPAL AGREEMENT

This agreement is made this _____ day of January 2025 by and between the Town of Boston and Sarah Desjardins, Planning Consultant.

In consideration of the mutual covenants and agreements herein contained, the Town and Ms. Desjardins do hereby agree as follows:

1. During the term of this agreement, Ms. Desjardins agrees to furnish the following planning services for the Town:
 - The general duties to be performed shall be as follows:
 1. Management of development applications
 2. Meetings with the public and development applicants
 3. Meetings with Town departments and Boards as needed
 4. Receive questions from the Town, its department, boards, committees and employees relative to general municipal planning
 5. Provide consultation regarding SEQR proceedings for Unlisted and Type II Actions not requiring an Environmental Impact Statement
 6. Law, Code and ordinance updates
2. The Town agrees to pay Ms. Desjardins for services listed above at a rate of \$80.00 per hour, payable upon submission of an appropriate voucher.
3. Ms. Desjardins agrees to attend the monthly Planning Board meeting as requested at a rate of \$150.00 per meeting.
4. The Planning Consultant provides professional services under this agreement as an independent Contractor and agrees to conduct herself consistent with such status. The Planning Consultant will neither hold herself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.
5. This agreement may not be assigned except upon written consent of the Town.
6. The term of this agreement shall be January 1, 2025, to December 31, 2025, and shall thereafter continue on a month-to-month basis until terminated by either party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

By: _____

Town of Boston

By: _____

Sarah Desjardins

Planning Consultant

TOWN OF BOSTON – RESOLUTION NO. 2025 - 08

AGREEMENT WITH THE BOSTON FREE LIBRARY ASSOCIATION

WHEREAS, the Boston Free Library Association owns a certain building known as the Boston Free Library, which has a room, available for public assembly or use by organizations, known as a "Community Room," and

WHEREAS, the Boston Free Library's Community Room is from time to time unused, and

WHEREAS, the Town of Boston owns a Town Hall that has rooms, available for public assembly or use by organizations, which are frequently in demand by more than one group, organization or town governmental entity; and

WHEREAS, the Town of Boston, from time to time, receives documents that are maintained in the Office of the Town Clerk to be available for public inspection; and

WHEREAS, the Office of the Town Clerk is generally open during normal business hours Monday through Friday; and

WHEREAS, the Boston Free Library has regular hours that include three weekday evenings and Saturdays; and

WHEREAS, the Town Board of the Town of Boston has determined that it is in the public interest to arrange to have an additional Community Room available for public assembly and for qualified private organizations and to have a Depository for documents filed for public inspection that is open to the public outside normal business hours; and

WHEREAS, Education Law§ 256 permits the Town to grant money for the support of the cost of maintaining the Library;

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to enter into an agreement with the Boston Free Library Association for the period commencing January 1, 2025 through December 31, 2025 for the Boston Free Library to permit Town use of its Community Room and to serve as an additional Depository for documents filed for public inspection; and

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

IT IS FURTHER RESOLVED, that in consideration of the above and to support the maintenance of the Library to provide meeting space and depository services for the Town, the Town hereby is authorized to pay to the Boston Free Library the sum of \$1,000.

On January 1, 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

LEASE AND DEPOSITORY AGREEMENT

THIS **LEASE AND DEPOSITORY AGREEMENT** made the 1st day of January, 2025 by and between the BOSTON FREE LIBRARY ASSOCIATION, an association chartered by the Board of Regents of the State of New York, with its principal office located at 9475 Boston State Road, Boston, New York (hereinafter called the "Lessor" or "Depository") and the TOWN OF BOSTON, an incorporated Town, located in Erie County, State of New York, having its address at 8500 Boston State Road, Boston, New York 14025 (hereinafter called the "Lessee").

WITNESSETH :

WHEREAS, the Boston Free Library Association owns a certain building known as the Boston Free Library, which has a room, available for public assembly or use by organizations, known as a "Community Room," and

WHEREAS, the Boston Free Library's Community Room is from time to time unused, and

WHEREAS, the Town of Boston owns a Town Hall that has rooms, available for public assembly or use by organizations, which are frequently in demand by more than one group, organization or town governmental entity; and

WHEREAS, the Town of Boston, from time to time, receives documents that are maintained in the Office of the Town Clerk to be available for public inspection; and

WHEREAS, the Office of the Town Clerk is generally open during normal business hours Monday through Friday; and

WHEREAS, the Boston Free Library has regular hours that include three weekday evenings and Saturdays; and

WHEREAS, the Town Board of the Town of Boston has determined that it is in the public interest to arrange to have an additional Community Room available for public assembly and for qualified private organizations and to have a Depository for documents filed for public inspection that is open to the public outside normal business hours.

NOW THEREFORE, for good and valuable consideration, as outlined below, the Boston Free Library Association agrees to lease to the Town of Boston the Boston Free Library's Community Room from time to time during the period commencing January 1, 2025 through December 31, 2025 and to serve as an additional Depository for documents filed for public inspection subject to the further terms and conditions of this agreement.

1. Premises: The Lessor, in consideration of the rents to be paid and covenants to be made by the Tenant hereinafter provided, leases to the Lessee a certain

premises commonly known as the Community Room of the Boston Free Library, located on Boston State Road, Boston, New York 14025, which area is hereinafter referred to as "Premises"; said lease to be non-exclusive and to be applied for use of the Community from time to time in accordance with the further terms and conditions contained herein.

2. Term: The overall term during which these lease rights may be exercised shall be for twelve (12) months. The term shall commence on January 1, 2025 and terminate on December 31, 2025.

3. Rent: The Lessee agrees to pay rent and a fee for use of the Library as a Depository in the amount of One Thousand Dollars (\$1,000.00) for the term of this Lease and Depository Agreement, said amount to be paid in a lump sum prior on or before July 1, 2025.

4. Insurance: The Lessee will at its own expense maintain at all times general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the premises and arising out of the use thereof by the Lessee.

5. Use of Premises: The Lessee agrees that the Premises shall be used as a meeting room during the ordinary operating hours of the Boston Free Library and subject to the availability of the room, it being understood that the Library shall have priority in using the room for Library functions.

6. Repairs and Alterations: The Lessee shall not be responsible for any repairs to the premises and the Landlord shall be responsible for keeping the premises in good repair.

7. No Waiver: No delay or omission by either party hereto in the exercise of any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding or continuing breach thereof or of any other covenant, condition or agreement contained herein.

8. Destruction of Premises: In case of damage by fire or other casualty to the premises, if the damage is so extensive as to amount practically to the total destruction of the leased property, this Lease and Depository Agreement may cease, at the option of the Lessee, and the rent shall be apportioned to the time of the damage. In all other cases where the buildings on the leased property are damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch and, if the damage has rendered the leased property untenable, in whole or in part, there shall be an abatement of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance, and other causes beyond the Lessor's control.

9. Depository for Public Documents: It is agreed by and between the Lessor and the Lessee that in consideration of the rental herein required the Lessor shall act as a

depository for Town of Boston documents that are available for public inspection. The Lessor shall act as such a Depository during the term of this lease.

10. Notices: All notices to be given to the Lessor shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessee at 8500 Boston State Road, Boston, New York 14025. Notices by the Lessee to the Landlord shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid and addressed to the Lessor at P.O. Box 200, Boston, New York 14025. Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

11. Subordination: This lease is subject to and subordinate to all mortgages which may now or hereafter affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof.

12. Miscellaneous: (a) The paragraphs captions in this lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof; and

(b) This lease shall be construed and enforced in accordance with the laws of the State of New York.

13. Successors: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Entire Agreement: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the **Boston Free Library Association** and the **Town of Boston** have executed this Lease the 1st day of January, 2025.

Boston Free Library Association
Suzanne Borowicz, President

Town of Boston, New York
Jason A. Keding, Supervisor

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

On this _____ day of January, 2025, before me, the undersigned, personally appeared **Jason A. Keding**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

Notary Public

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

On this _____ day of January, 2025, before me, the undersigned, personally appeared **Suzanne Borowicz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

Notary Public

TOWN OF BOSTON – RESOLUTION NO. 2025-09

PAYMENT OF WORKERS COMPENSATION INSURANCE PREMIUM

WHEREAS, the Town of Boston has placed its Workers Compensation insurance coverages with Comp Alliance; and

WHEREAS, the Town has received a two year renewal insurance package for a policy term of January 1, 2025 to December 31, 2026 which enhances certain coverages and locks in a total two year premium of \$142,372;

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes payment after receiving invoice of the January 2025 Comp Alliance policy premium in an annual amount of \$71,186 and the January 2026 Comp Alliance policy premium locked in at an annual rate of \$71,186.

On January 1, 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



www.compalliance.org

Christopher A. Koetzle
Chairman

Michael E. Kenneally
Executive Director

December 4, 2024

Jason Keding
Supervisor
Town of Boston
8500 Boston State Road
Boston, NY 14025
Via Email: supervisorsoffice@townofboston.com; bookkeeper@townofboston.com

RE: Workers' Compensation Funding Contribution January 1, 2025 - December 31, 2026

Dear Mr. Keding:

A renewal funding contribution of \$142,372.00 has been developed for the Town of Boston's funding year beginning on January 1, 2025 - December 31, 2026. A payroll breakdown by job classification used to determine your Comp Alliance funding contribution, along with your Certificate of Insurance and an invoice for your Comp Alliance funding contribution are attached. A Certificate of Insurance can only be issued by our office. Please request all certificates by email to Zachary Diaz at zdiaz@wrightinsurance.com or Tricia Murphy at pmurphy@wrightinsurance.com.

The funding contribution listed above does not include your estimated New York State assessment. The invoice for the estimated assessment is included in your renewal packet. As the 2024 estimated assessment amount was billed earlier this year and cannot yet be reconciled, the invoice in this packet reflects the estimated total due for 2025 with the 2023 reconciliation balance or credit applied. Please review and remit payment for the estimated assessment as directed on the invoice. Should you have any questions, please contact me directly.

The new law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your actual payroll and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to adjust the assessment rate during the fiscal year.

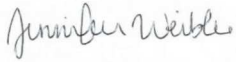
As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that we may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The new regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board. The 2025 assessment rate has been revised to 7.1%.

Also enclosed please find your copy of the Participation Agreement which reflects the basic terms of membership in the Program. If you have not done so already, please sign and send back to pmurphy@wrightinsurance.com. Retain the original for your records.

As a program designed exclusively for municipalities, we understand that local government resources are stretched. The Board of Trustees of the Comp Alliance, the Association of Towns of the State of New York (the Plan Administrator) and Wright Risk Management (the Plan Manager) remain committed to keeping rates stable and the costs of the program as low as possible for all members.

We value our relationship with you, and it is our intention to continue to deliver a dynamic and fiscally sound workers' compensation program to all members of the Comp Alliance for many years to come.

Very truly yours,



Jennifer Weible
Director, Workers' Compensation Underwriting
516-944-2804
JWeible@wrightinsuarncce.com

Enclosures

CC: Mr. Randy Glenn, The Evans Agency LLC Email: rglenn@evansagencyins.com; cross@evansagencyins.com



Plan Manager: Wright Risk Management
900 Stewart Avenue, Suite 600, Garden City, NY 11530
Phone: 866-697-6922 Fax: 516-227-2352



Town of Boston

8500 Boston State Road
Boston NY, 14025

Coverage Period (1/1/2025 - 12/31/2026)
Workers' Compensation & Employer's Liability - Statutory

The Evans Agency

6460 Main Street. Suite 200
Williamsville, NY 14221

Class Code	Description	Annual Payroll	Annual Contribution
5506	Street or Road Construction	\$238,851	\$28,627.61
8810	Clerical Office Employees	\$579,687	\$705.65
8820	Attorney - All Emp & Clerical	\$18,404	\$17.23
8831	Hospitals - Veterinary	\$14,968	\$148.57
9026	Building Operation - Commercial	\$30,558	\$1,218.95
9063	YMCA - All Employees & Clerical	\$38,625	\$332.74
9102	Parks noc - All Employees & Drivers	\$170,725	\$4,699.94
9402	Street Cleaning & Drivers	\$203,946	\$8,975.55
9410	Municipal Township noc	\$143,992	\$9,707.76
	Totals	\$1,439,756	\$54,434

Volunteer Fire Fighters Exposure	Pop. Served 1501-2000	\$11,846
Volunteer Ambulance Exposure	Number of Ambulances - 2	\$4,906
Experience Modification Factor		0.88
Total Funding Contribution (1/1/2025 -12/31/2026)		\$142,372
Annual Funding Contribution		\$71,186
Annual NYS Assessment will be invoiced separately for the estimated amount		\$2,580
Total Annual Funding + Estimated Annual NYS Assessment		\$73,766
Please be advised that the payroll used in this quote was extracted from your most recent budget.		

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Boston 8500 Boston State Road Boston, NY 14025	1d. Business Telephone Number of Business referenced in box "1a" 716-941-6113
1b. Effective Date of Membership in the Group <u>1/1/2013</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are ☐ included (only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) PROOF OF COVERAGE	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 900 STEWART AVENUE, SUITE 600 GARDEN CITY, NY 11530

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn January 1, 2025 - December 31, 2026

(Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
(Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.



New York State
Municipal Workers'
Compensation Alliance

Member Participation Agreement

Member: **Town of Boston**

Agent: **The Evans Agency LLC**

Participation Period: January 1, 2025 - December 31, 2026

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: Aaron Reader
866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665



New York State
Municipal Workers'
Compensation Alliance

E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Town of Boston

Policy Period: January 1, 2025 - December 31, 2026

Date: _____

By: _____

Name: _____

Title: _____

Comp Alliance

Date: December 1, 2024

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665

INVOICE

Town of Boston

TBOS

Attn: Mr. Keding
Town of Boston
8500 Boston State Road
Boston, NY 14025

Funding Period: 01/01/2025 - 12/31/2026

Workers' Compensation Funding Contribution

General Municipal Employees	\$108,868
Volunteer Fire Fighters	\$23,692
Volunteer Ambulance Corps	\$9,812
Total Funding	\$142,372

Payment Type	Due Date	Amount Due	Payment Amount	Payment Date
First installment	January 01, 2025	\$71,186.00		
Second installment	January 01, 2026	\$71,186.00		

Please Make Check Payable to:
N.Y.S. Municipal Workers' Compensation Alliance

Please Mail Check with Remittance Copy to:
Association of Towns of the State of New York
150 State Street
Albany, NY 12207
Attn: Kim Splain

REMITTANCE COPY

Town of Boston
TBOS

Attn: Mr. Keding
Town of Boston
8500 Boston State Road
Boston, NY 14025

Funding Period:01/01/2025 - 12/31/2026

Workers' Compensation Funding Contribution

General Municipal Employees	\$108,868
Volunteer Fire Fighters	\$23,692
Volunteer Ambulance Corps	\$9,812
Total Funding	\$142,372

Payment Type	Due Date	Amount Due	Payment Amount	Payment Date
First installment	January 01, 2025	\$71,186.00		
Second installment	January 01, 2026	\$71,186.00		

Please Make Check Payable to:
N.Y.S. Municipal Workers' Compensation Alliance

Please Mail Check with Remittance Copy to:
Association of Towns of the State of New York
150 State Street
Albany, NY 12207
Attn: Kim Splain

Town of Boston

Assessment Reconciliation Statement

Assessment Reconciliation Summary	
2023 Estimated Assessment Fee	\$2,523.00
2023 Actual WCB Assessment Paid	\$2,349.34
2023 (Over)/Under Payment	\$- 173.66

Assessment Transactions		
<u>Payment Period</u>	<u>Payroll Reported</u>	<u>Amount Paid to WCB</u>
Quarter 1 2023	\$334,722.48	\$ 623.25
Quarter 2 2023	\$300,040.71	\$ 558.68
Quarter 3 2023	\$336,697.32	\$ 626.93
Quarter 4 2023	\$290,266.64	\$ 540.48
TOTAL	\$1,261,727.15	\$2,349.34

Assessment Reconciliation Totals	
2024 Assessment Total	\$2,230.93
(Over)/Under Payment for 2023	\$- 173.66

New York State Municipal Workers' Compensation Alliance

Estimated Annual Assessment Invoice

**Town of Boston
TBOS**

Funding Period: 1/1/2025-12/31/2025

1/1/2025

Workers Compensation Funding Contribution

Estimated Annual Assessment
January 1, 2025 - December 31, 2025

Payment Type	Total
2024 Assessment Total	\$ 2,230.93
Payment Rcvd on 2/23/2024	\$ (2,230.93)
2025 Estimated Assessment	\$ 2,580.00
2023 (Over)/Under Payment	\$ (173.66)
2025 TOTAL AMOUNT DUE	\$ 2,406.34

Please Make Check Payable to:

Comp Alliance NYS Assessment Account

Please Mail Check with Remittance Copy to:

Association of Towns of the State of New York
150 State Street
Albany, NY 12207
Attention: Kim Splain

I acknowledge that the assessment listed above is only an estimated amount and will be co-mingled with all Comp Alliance members' assessments. The Comp Alliance will make quarterly payments to the Workers' Compensation Board on the municipality's behalf and will reconcile the estimated assessment amount paid by the municipality against the actual payments made to the Board.

Name _____ Date _____

Title _____

TOWN OF BOSTON – RESOLUTION NO. 2025-10

PAYMENT OF INSURANCE PREMIUM

WHEREAS, the Town of Boston has placed its various property and liability insurance coverages with the New York Municipal Insurance Reciprocal (“NYMIR”); and

WHEREAS, the Town has received a renewal insurance package for a policy term of January 1, 2025 to January 1, 2026 which enhances certain coverages with premiums as follows:

25-26 Auto	\$18,184.00 + Surcharge \$280.00
25-26 Commercial Excess Liability	\$3,555.00
25-26 Owners & Contractors Protective Liability	\$275.00
25-26 Package/Crime	\$67.463.00 + Surcharge \$133.59

Total due for NYMIR coverages in the amount of \$89,890.59; and

WHEREAS, the Town has received a renewal on the fuel tank storage at a cost of \$1,409.63 from Ironshore Environmental; and

WHEREAS, the Town has received a quote for cyber liability at a cost of \$3,024.00 from Fusion;

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes payment, upon receipt of invoice, of the January 1, 2025 to January 1, 2026 insurance policy premiums plus fees totaling \$89,890.59 to NYMIR, \$1,409.63 to Ironshore Environmental, and \$3,024.00 to Fusion.

On January 1, 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

Arthur J. Gallagher Risk Management Services, LLC
Buffalo, NY 14202
Phone: (716)549-2000

ROSCH3

Invoice #	5410170	1 of 1
ACCOUNT NUMBER	DATE	
TOWNOFB-17	12/24/2024	
BALANCE DUE ON	AMOUNT DUE	
1/1/2025	\$3,024.00	

Town of Boston
8500 Boston State Rd
Boston, NY 14025



Insurance | Risk Management | Consulting

Cyber Liability PolicyNumber: FLY-ICC-W2QXWTWWX Company: Spinnaker Insurance Company Effective: 1/1/2025 to 1/1/2026

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
36835729	1/1/2025	1/1/2025	RENB	Cyber Liability Renewal	\$2,679.00
36835736	1/1/2025	1/1/2025	CFEE	Service Fee	\$150.00
36835741	1/1/2025	1/1/2025	CFEE	FusionMGA Fee	\$195.00
Total Invoice Balance:					\$3,024.00



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

ROSCH3

Town of Boston
8500 Boston State Rd
Boston, NY 14025

Invoice #	5410170
ACCOUNTNUMBER	DATE
TOWNOFB-17	12/24/2024
BALANCE DUE ON	AMOUNT DUE
1/1/2025	\$3,024.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: www.ajg.com/ezpay

Arthur J. Gallagher Risk Management Services, LLC
Buffalo, NY 14202
Phone: (716)549-2000

ROSCH3

Invoice #	5411323	1 of 2
ACCOUNT NUMBER	DATE	
TOWNOFB-17	12/25/2024	
BALANCE DUE ON	AMOUNT DUE	
1/1/2025	\$89,890.59	

Town of Boston
8500 Boston State Rd
Boston, NY 14025



Insurance | Risk Management | Consulting

Interested in convenient installment payments for your premium?
Contact your client service manager today for premium financing options.

Automobile	PolicyNumber:	MCATBOS0000001-25	Company:	New York Municipal Insurance Reciprocal (NYMI)	Effective:	1/1/2025	to	1/1/2026
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
36846976	1/1/2025	1/1/2025	RENB	25-26 Auto	\$18,184.00			
36846977	1/1/2025	1/1/2025	SRGX	Surcharge	\$280.00			
Excess Liability	PolicyNumber:	MECTBOS0000001-25	Company:	New York Municipal Insurance Reciprocal (NYMI)	Effective:	1/1/2025	to	1/1/2026
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
36846980	1/1/2025	1/1/2025	RENB	25-26 Excess Liability	\$3,555.00			
Owners & Contractors Prote	PolicyNumber:	MOCTBOS0000001-25	Company:	New York Municipal Insurance Reciprocal (NYMI)	Effective:	1/1/2025	to	1/1/2026
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
36846982	1/1/2025	1/1/2025	RENB	25-26 Owners & Contractors Protective	\$275.00			
Commercial Package	PolicyNumber:	MPKTBOS0000001-25	Company:	New York Municipal Insurance Reciprocal (NYMI)	Effective:	1/1/2025	to	1/1/2026
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
36846983	1/1/2025	1/1/2025	RENB	25-26 Package/Crime	\$67,463.00			

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

ROSCH3

Town of Boston
8500 Boston State Rd
Boston, NY 14025

Invoice #	5411323
ACCOUNT NUMBER	DATE
TOWNOFB-17	12/25/2024
BALANCE DUE ON	AMOUNT DUE
1/1/2025	\$89,890.59
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: www.ajg.com/ezpay

Arthur J. Gallagher Risk Management Services, LLC
Buffalo, NY 14202
Phone: (716)549-2000

ROSCH3

Invoice # 5411323		2 of 2
ACCOUNT NUMBER		DATE
TOWNOFB-17		12/25/2024
BALANCE DUE ON		AMOUNT DUE
1/1/2025		\$89,890.59

Town of Boston
8500 Boston State Rd
Boston, NY 14025



36846984	1/1/2025	1/1/2025	SRGX	Surcharge	\$133.59
Total Invoice Balance:					\$89,890.59



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

ROSCH3

Town of Boston
8500 Boston State Rd
Boston, NY 14025

Invoice # 5411323	
ACCOUNT NUMBER	DATE
TOWNOFB-17	12/25/2024
BALANCE DUE ON	AMOUNT DUE
1/1/2025	\$89,890.59
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700



PAY ONLINE AT: www.ajg.com/ezpay

Arthur J. Gallagher Risk Management
Services, LLC
6460 Main Street Suite 200, Williamsville,
NY 14221

NOTICE OF EXCESS
Date: 11/8/2024

LINE PLACEMENT

Town of Boston Highway Dept
8500 Boston State Rd, Boston, NY 14025

Consistent with the requirements of the New York Insurance Law and Regulation 41 Town of Boston Highway Dept is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, LLC with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.	Insurer	Liberty Surplus Ins. Corp.	
Policy Premium		\$	\$1,190.00
<u>Insurer Imposed Charges:</u>			
Policy Fees (1)		\$	
Inspection Fees (1)		\$	
Total Taxable Charges		\$	
<u>Service Fee Charges:</u>			
Excess Line Tax (3.60%)		\$	\$ 42.84
Stamping Fee		\$	\$ 1.79
Broker Fee ⁽¹⁾		\$	\$ 175.00
Inspection Fee ⁽¹⁾		\$	
Other Expenses (specify) ⁽¹⁾		\$	
	Total Policy Cost	\$	<u>\$1,409.63</u>

(Signature of Insured)

⁽¹⁾ = Fully earned

TOWN OF BOSTON - RESOLUTION NO. 2025-11
AMENDMENT TO RESOLUTION 2024-76 –
AUTHORIZING PAYMENT OF NATIONAL FUEL BILL PRIOR TO AUDIT

WHEREAS, on December 4, 2024, the Town Board adopted Resolution No. 2024-76, Authorizing Payment of National Fuel Bill Prior to Audit; and

WHEREAS, the Town Board authorized the Town Supervisor, pursuant to Town Law § 118(2), to immediately pay the sum of \$6,358.11 to National Fuel for the installation of the service line as more fully set forth in the proposal dated November 20, 2024; and

WHEREAS, the Town Board received an amended proposal dated December 17, 2024, requiring the sum of \$6,816.02 to be paid to National Fuel prior to the commencement of the work; and

WHEREAS, the Town Board desires to amend Resolution No. 2024-76 to authorize payment in the sum of \$6,816.02 to National Fuel for the installation of the service line as more fully set forth in the proposal dated December 17, 2024.

NOW THEREFORE BE IT

RESOLVED, that Resolution No. 2024-76 is hereby amended to state that, pursuant to Town Law § 118(2), the Supervisor hereby is authorized, on behalf of the Town of Boston, to immediately pay the sum of \$6,816.02 to National Fuel for the installation of the service line as more fully set forth in the proposal dated December 17, 2024 and, with said amendment, reaffirmed and adopted by the Town Board.

On January 1, 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



COPY

TOWN OF BOSTON – RESOLUTION NO. 2024 - 76

AUTHORIZING PAYMENT OF NATIONAL FUEL UTILITY BILL PRIOR TO AUDIT

WHEREAS, pursuant to Town Law § 118(2), the Town Board may by resolution authorize the payment in advance of audit of claims for public utility services; and

WHEREAS, National Fuel has submitted a proposal dated November 20, 2024 for the installation of a service line at a total cost of \$5,846.54; and

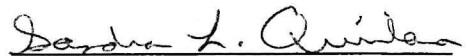
WHEREAS, National Fuel is requiring payment of the entire amount before it will commence with work and the installation of the service line;

NOW, THEREFORE, BE IT

RESOLVED, that, pursuant to Town Law § 118(2), the Supervisor hereby is authorized, on behalf of the Town of Boston, to immediately pay the sum of \$5,846.54 to National Fuel for the installation of the service line as more fully set forth in the proposal dated November 20, 2024.

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:

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


Sandra L. Quinlan, Town Clerk



December 18, 2024
NFG #: 635733
THIS IS AN INVOICE

TOWN OF BOSTON
KEDING
8500 BOSTON STATE RD
BOSTON, NY 14025

Re: 8500 Boston State Rd
Boston, NY 14025

Dear KEDING:

Thank you for your interest in natural gas for your building's energy needs. The following is our proposal for installation of necessary facilities to meet your needs.

NECESSARY REQUIREMENTS:

0 feet of 3" NPS (3-1/2") Main Line
194 feet of 2" IPS Service Line

METER(S): CUSTOM

Delivery Pressure: 7 inches WC

A current load of 894 CFH plus an additional load of 1,473 CFH for a total of 2,367 CFH.

National Fuel will backfill the new service trench with original soil. You will be responsible for surface refinishing, fencing, restoring lawns, shrubbery, interior piping and the house line tie into the meter bar, driveways or walkways and the repair of any damage to unmarked underground facilities on your property, and the disposal of *excess* spoil.

PRIOR TO SERVICE LINE INSTALLATION:

A payment of \$6,816.02 plus 0.00% sales tax is required. This represents the total cost of \$6,816.02 reduced by tariff allowances. To ensure prompt handling, please submit the enclosed remittance form with your payment in the envelope provided to my attention.

Pricing is based on current operating and pricing policies and is valid for no more than 90 days from the date of the original correspondence. However, if special conditions (i.e. rock, select fill, pavement) are found to exist, then National Fuel reserves the right to alter the price quoted.



National Fuel®

A drawing will be enclosed if meter setting required is a SR-2 or SD-2 thru SD-14.

The proposed site of the service and meter will be at the back left of the building (as you face the building from the road).

PRIOR TO METER(S) INSTALLATION:

The house-line must be tied into the meter setting and pass a pressure test before the meter can be turned on.

The end user(s) of gas must contact National Fuel's Customer Response Center (CRC) at (716) 686-6123 or 1-800-365-3234 to apply for a gas account and schedule a date for the meter installation (turn on). The caller must provide their Federal Tax I.D. or Social Security number for a sole proprietorship or DBA.

You may be required to pay a security deposit.

If a security deposit is required, you may mail it or visit your local Consumer Assistance Center (CAC) listed below.

Payment can be made at any of
our Consumer Assistance Centers.

BUFFALO
BUFFALO PLACE
409 MAIN ST
BUFFALO, NY 14203

CHEEKTOWAGA
APPLE TREE BUSINESS PK
2875 UNION RD, SUITE 44
CHEEKTOWAGA, NY 14227

JAMESTOWN
1384 PECK SETTLEMENT
JAMESTOWN, NY 14701

If you need further assistance, please feel free to call me at 716-667-5590. We thank you for this opportunity and look forward to serving you.

Very truly yours,

Mitchell R Shafer
Operations Supervisor II

blf
NFG #: 635733



National Fuel® Remittance Form

Name: TOWN OF BOSTON

Service Address: 8500 Boston State Rd
Boston, NY

NFG Number: 635733

Invoice Date: December 18, 2024

TOTAL SERVICE INSTALLATION AMOUNT DUE: \$6,816.02

The above must be paid in order to get the gas service and meter fabrication installed.

A security deposit is **not** required for service line installation; however a security deposit of \$0.00 may be due upon activation of the meter. A decision regarding the security deposit will be made during the application for a gas account process.

Once this process is complete, the end user(s) of gas must contact National Fuel's Customer Response Center (CRC) at (716) 686-6123 or 1-800-365-3234 to apply for a gas account and schedule a date for the meter installation (turn on). The caller must provide their Federal Tax I.D. or Social Security number for a sole proprietorship or DBA.

Please make check payable to National Fuel.

*This form **MUST** accompany the service installation payment.*

If you do not have a return envelope, please send payment to:

National Fuel
c/o New Services Dept.
365 Mineral Springs Road Bldg. 3
Buffalo, N.Y. 14210

Office Use Only

Non-Residential New Service must be notified
of payment if customer elects to pay in person.

New Service Fax Number: 716-827-7322
Service Center: Orchard Park

TOWN OF BOSTON - RESOLUTION NO. 2025-12

**AUTHORIZATION TO ENTER INTO CONTRACTUAL RELATIONSHIP FOR
CLOSURE AND REMOVAL OF UNDERGROUND STORAGE TANKS**

WHEREAS, on November 4, 2024, a 4000-gallon Town of Boston Highway Department Deisel Tank #2 located at 6401 Town Park Lane in the Town of Boston, failed its tank test; and

WHEREAS, by letter dated November 5, 2024, the New York State Department of Environmental Conservation advised the Town of Boston Highway Department as to the steps that need to take place considering the failed test, which, include, but are not limited to the closure and removal of the subject tank; and

WHEREAS, the Town of Boston has emptied the subject tank and now desires to hire a contractor to formally close and remove the subject tank as well as a second 4,000-gallon underground storage tank at the same location; and

WHEREAS, the Town of Boston sought bids on an emergency basis for the underground storage tank closure and removal services and received a lowest bid to complete the work from LaBella Associates, D.P.C. for a total cost of \$46,900; and

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to accept LaBella Associates, D.P.C.'s Proposal No. P2500740 for the underground storage tanks closure and removal for a total cost not to exceed \$46,900.00.

On January 1, 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



December 17, 2024

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

Re: Proposal for Underground Storage Tank Closure Services – Town of Boston Highway
Department Garage
LaBella Proposal No. P2500740

Dear Jason:

Thank you for the opportunity to provide the Town of Boston with this proposal to provide environmental services relative to the closure of two Underground Storage Tanks (USTs) at the above referenced property. LaBella Associates, D.P.C. and our licensed tank removal affiliate, LaBella Environmental, LLC, have developed this proposal based on the information provided by the Town regarding the project site. The following sections describe our understanding of the project, our proposed scope of services and the corresponding fee.

PROJECT UNDERSTANDING

It is our understanding that two 4,000-gallon USTs and associated piping and pump systems located at the Town Highway Department Garage require closure. The objectives of the services proposed herein are to close and remove the USTs in accordance with the New York State Department of Environmental Conservation (NYSDEC) requirements; and to backfill and restore the excavation. According to the Town, there are currently no indications of subsurface impacts in the vicinity of the USTs. Therefore, the scope of this proposal does not include the excavation, transport and proper disposal of petroleum-impacted soil or the management or remediation of impacted groundwater.

SCOPE OF SERVICES

Task 1: UST, Piping & Pump System Removal

The services listed below will be provided by LaBella in connection with the closure of the two 4,000-gallon USTs and related piping and pump systems. Remedial contractors and equipment will be provided by LaBella Environmental, LLC, while air monitoring, sample collection and project oversight will be performed by a qualified scientist or engineer from LaBella's Buffalo office. Primary work tasks will include the following:

1. Obtain permits for the proper closure of the USTs from the Town, if applicable.
2. Prepare a site-specific Health and Safety Plan (HASP) in accordance with OSHA 1910.120.
3. Submit notification of UST removals to NYSDEC Region 9.
4. A UDIGNY stakeout will be initiated at the Site to locate subsurface utilities in the areas where subsurface work will take place. LaBella assumes any relevant utility drawings and/or other information regarding private underground utilities will be provided by others prior to implementation of subsurface work at the Site.



5. Mobilize of an excavator and OSHA HAZWOPER certified operator and crew to the project site.
6. Supply and erect 150' of temporary 4' high construction fencing and traffic barrels, as required around the work area and open excavations.
7. Continually assess atmospheric conditions during UST closure activities for Total Organic Vapors (TOVs) using a photoionization detector (PID).
8. Deadline, deenergize, remove and transport pumps and other recyclable metals to a licensed recycler as scrap metal;
9. Remove the existing Gasboy Islander terminal from the fuel island. The Gasboy equipment will be left onsite for reuse by the owner;
10. Demolish and remove pump islands and fueling pads, and break up concrete for use as backfill within the UST cavity;
11. Remove and containerize remaining free liquids (fuels) from the tanks;
12. Monitor and vent the UST interiors for non-explosive atmosphere using compressed nitrogen, as required;
13. Excavate and remove the USTs and appurtenances, which includes the existing buried vent and product lines. Excavated soil will be stockpiled and screened for petroleum hydrocarbons. Clean excavated tank bedding soils will be set aside and then placed into the bottom of excavation prior to backfilling;
14. The existing electrical conduits to the building will be terminated at tank excavation limits;
15. Once the tanks are removed and set to adjacent grade level, cut open and clean the USTs of tank bottom residual sludge.
16. Using a vacuum truck, pump, flush, and purge contents of USTs;
17. Transport and properly dispose of up to 600-gallons of tank bottom fluids at a NYSDEC permitted facility;
18. Transport the cleaned USTs to a licensed recycler as scrap metal;
19. Field oversight of excavation activities to verify the absence of petroleum-impacted soil and/or groundwater in the tank cavity;
20. Collect eight (8) confirmatory soil samples from the excavation sidewalls and floor and submit to a NYSDOH-certified laboratory for chemical analysis for the volatile and semi-volatile organic compounds listed in Table 2 of NYSDEC Commissioner Policy (CP) 51 via United States Environmental Protection Agency (USEPA) Test Methods 8260 and 8270, respectively.

Task 2: Backfill & Restoration (Optional)

The following task will be performed to address the excavation following removal of the USTs:

1. Place broken concrete from demolition of pump island and tank pads and clean tank bedding soils in the base of the excavation;
2. Saw cut edges of existing asphalt surfaces at the excavation limits, leaving clean cuts for future asphalt restoration by others;
3. Purchase, place and compact clean, 2-inch crushed stone backfill in the excavation to bring the work area back to original grade and rough grade within the excavation limits with excavator bucket;
4. Clean up the working area and demobilize.



Task 3: Record Keeping and Reporting

LaBella will compile records documenting the UST closures and proper off-site disposal of all waste materials generated during the project, including waste manifests, gate receipts and bills of lading. Additionally, LaBella will assemble laboratory reports, chain of custody records, photographs of the work and daily field reports for the project file.

LaBella will prepare a UST Closure Report for submittal to the NYSDEC. The report will summarize the work performed and include figures, tables and photographs illustrating the work limits, confirmatory sample locations and analytical results relative to applicable soil cleanup objectives (SCOs). The type, quantity and final disposition of wastes generated because of the project will also be identified in the report and supported records will be appended.

LaBella will provide an electronic copy of the draft report in Portable Document Format (PDF) for review by the Town and will revise the draft report to address any resulting comments prior to submitting the final report to NYSDEC. LaBella will submit one PDF copy and one hard copy of the final report to both the Town and NYSDEC.

Conditions and Assumptions

The following conditions and assumptions apply to this proposal:

1. Prior to LaBella mobilization, Town of Boston will have all pumpable liquids removed from the tanks, leaving 3" or less of tank bottom fluids.
2. LaBella will be provided free and easy access to the project site and will not encounter delays attributed to the client, owner or occupant.
3. Proposal assumes that all field work will be conducted under Level D health and safety specifications.
4. USTs to be removed have a capacity of 4,000 gallons each and are of steel construction.
5. Estimate excludes, removal of tank hold down pad, shoring of the excavation, winter conditions or interference with buried utilities, and assumes that water and power sources will be available onsite for the purposes of completing the tank removal and cleaning tasks.
6. The existing grade level concrete pads are assume to be 8" or less thickness.
7. NYSDEC tank registration fees, if applicable, are not included within the proposed fee.
8. Based upon drawings provided by the Town showing the location of the USTs, LaBella assumes that one excavation encompassing both tanks will be completed
9. A standard 10-business day turn-around time for analytical laboratory results will be provided;
10. Proposal assumes a maximum of 600-gallons of fluid, including residual product, water and rinseate will be transported and properly disposed off-site.
11. Dewatering of the excavation will not be necessary.
12. The duration of the field activities associated with Task 1 will not exceed five 8-hour business days.
13. Proposal assumes that no petroleum-impacted soil or groundwater will be encountered during the execution of Task #1. However, should subsurface impacts be detected, LaBella can assist the Town with the appropriate corrective action(s) under a supplemental work authorization.
14. No compaction testing is included in this proposal.
15. No asphalt or concrete restoration is included in the scope of this proposal.
16. Prevailing wage rates apply and the project is tax exempt.



PROPOSED FEE

The following table summarizes estimated costs for the scope of services identified herein, inclusive of all labor, equipment and expenses.

TASK #	DESCRIPTION	PROPOSED FEE
1	UST, Piping & Pump System Removal	\$36,100
	Tank Liquid Disposal (Estimated 600-gallons @ \$1.10/gal)	\$660
2	Backfill and Restoration	\$7,200
3	Record Keeping & Reporting	\$3,000
Total		\$46,960

Note: Subcontractor, instrument/equipment rental and other fees will be subject to a 5% mark-up. Reimbursable expenses will be billed to the Client at cost. Mileage will be billed to the Client at current IRS Rates.

REPORTING REQUIREMENTS

In accordance with 6NYCRR Part 613.8, LaBella is obligated to report any spill, leak, or discharge of petroleum products from bulk petroleum storage facilities to the NYSDEC. In addition, in accordance with 6NYCRR Part 595.2, LaBella is obligated to report any release of a reportable quantity or an unknown quantity of a hazardous substance from bulk chemical storage facilities as listed in 6NYCRR 597.2 when this contractual relationship is with the owner, agent of owner, or person in constructive possession or control of such a hazardous substance.

Any spill reporting situations will be communicated immediately to Client and/or their legal counsel for discussion prior to contacting NYSDEC so that joint reporting decisions can be made.

We appreciate the opportunity to provide the Town of Boston with this updated proposal. Should you have any questions please do not hesitate to contact me at (716) 551-6281.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

David Johnson
Municipal Team Leader

Lisa Rood



Dear Honorable Town Board,

As chair of the Boston ZBA, I would like to request permission and appropriate expense reimbursement to attend the annual Association of Governments Training in February of 2025.

Thank you for your consideration,

Lisa Rood