

AGENDA
REGULAR MEETING
TOWN OF BOSTON
November 1, 2017
7:30 p.m.

ITEM NO. I PRELIMINARY MATTERS

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

ITEM NO. II REGULAR BUSINESS

1. Correction and Adoption of the Minutes –October 4, 2017
2. Consideration of all Fund Bills.

ITEM NO. III CORRESPONDENCE

1. Correspondence from David and Donna Russell
2. Resignation Letter from Mary Ann Rood – Planning Board
3. Correspondence from Assemblyman David DiPietro – “Commemorate Our Hometown Heroes”
4. Boston Emergency Squad Appointment - Zack Agaliata
5. Zoning Board of Appeals Public Hearing

ITEM NO. IV NEW BUSINESS

1. Public Hearing 7:40 p.m. – 2018 Preliminary Budget
2. Application for Use of Facility – North Boston Fire Company Gala
3. Friday Night Recreation Appointments
4. Fence Quotes
5. Town of Boston Highway Department Contract
6. Resolution 2017-07 Unpaid Bills
7. Resolution 2017-08 Rural Transit Service, Inc.
8. Application for Use of Facility – Quaker Estates Bill Solak Mixed Use Project

ITEM NO. V OLD BUSINESS

1. 2018 Pickup Truck Bid Tabulation & Award
2. Highway Storage Building Bid Tabulation & Award

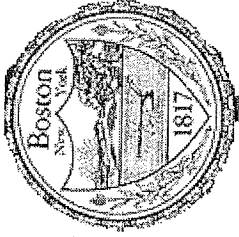
ITEM NO. VI REPORTS AND PRESENTATIONS

1. Supervisor
2. Councilmen

ITEM NO. VII ADJOURNMENT OF MEETING

1. Adjournment of Meeting

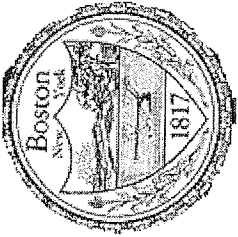
November 1, 2017- ABSTRACT



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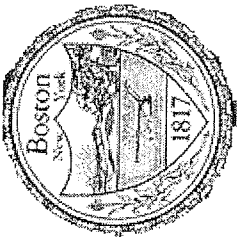
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Account#	Account Description	Trans Description				Debit	Credit	ENCLIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account		11/1/2017	Fund A00 AP Account	\$0.00	\$66,708.56	\$0.00	144
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2017-09-01 September		11/1/2017	Vendor#: 178	\$7,751.00	\$0.00	\$0.00	90
A00-1110-4000-0000	TOWN JUSTICE-CONTR	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17		11/1/2017	Vendor#: 1242	\$59.98	\$0.00	\$0.00	135
A00-1110-4000-0000	TOWN JUSTICE-CONTR	EATON OFFICE SUPPLY CO., INC. PINV485223 Court supplies		11/1/2017	Vendor#: 1320	\$986.84	\$0.00	\$0.00	40
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WILLIAMSON LAW BOOK CO. 167876 Justice Court Cash Book		11/1/2017	Vendor#: 106	\$115.94	\$0.00	\$0.00	42
A00-1220-0400-0000	SUPERVISOR- CONTR	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17		11/1/2017	Vendor#: 1242	\$59.98	\$0.00	\$0.00	136
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	KATHY SELBY 6/14/17 2 hrs - help with Logics		11/1/2017	Vendor#: 360	\$100.00	\$0.00	\$0.00	96
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	KATHY SELBY 9/1/17 2 hrs - help with correcting Town finances		11/1/2017	Vendor#: 360	\$100.00	\$0.00	\$0.00	97
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	KATHY SELBY 10/9/17 2.5 hrs - help with correcting Town finances		11/1/2017	Vendor#: 360	\$125.00	\$0.00	\$0.00	98
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1710025 Accounting Services 9/1/17 - 9/24/17		11/1/2017	Vendor#: 1747	\$6,506.25	\$0.00	\$0.00	27
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1710026 Accounting Services 9/25/17 - 10/8/17		11/1/2017	Vendor#: 1747	\$9,818.75	\$0.00	\$0.00	28
A00-1355-0401-0000	ASSESSOR- CONTR	ASHLEY KARMAZYN 8/31/17 Mileage Reimbursement - Assessment Exam		11/1/2017	Vendor#: 998	\$49.37	\$0.00	\$0.00	85
A00-1355-0401-0000	ASSESSOR- CONTR	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17		11/1/2017	Vendor#: 1242	\$29.99	\$0.00	\$0.00	137
A00-1410-0401-0000	TOWN CLERK- CONTR	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17		11/1/2017	Vendor#: 1242	\$29.99	\$0.00	\$0.00	138
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV487354 Town Clerk Supplies		11/1/2017	Vendor#: 1320	\$275.00	\$0.00	\$0.00	65
A00-1420-0401-0000	ATTORNEY- CONTR	Barclay Damon 4567360 Services through 9/30/17		11/1/2017	Vendor#: 1726	\$650.00	\$0.00	\$0.00	23
A00-1440-0400-0000	ENGINEER- CONTR	HANNON ENGINEERING, PC 1296 Design of Highway Storage Building		11/1/2017	Vendor#: 1232	\$5,000.00	\$0.00	\$0.00	13



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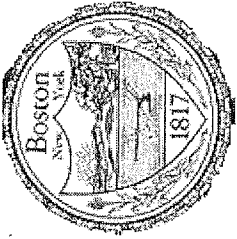
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Account#	Account Description					Reference	Debit	Credit	ENCLIQ	Seq #
A00-1440-0400-0000	ENGINEER- CONTR			11/1/2017	HANNON ENGINEERING, PC 1295 General Consulting Engineering Services	Vendor#: 1232	\$5,200.00	\$0.00	\$0.00	14
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	RUCKER LUMBER INC. 151655 Building Acct #1475	Vendor#: 24	\$70.99	\$0.00	\$0.00	10
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	RUCKER LUMBER INC. 151708 Building Acct #1475	Vendor#: 24	\$4.29	\$0.00	\$0.00	11
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	RUCKER LUMBER INC. 151894 Building Acct #1475	Vendor#: 24	\$1.35	\$0.00	\$0.00	12
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	Advanced Exterminating 25514 Yellow Jacket - Snack Shack	Vendor#: 1745	\$175.00	\$0.00	\$0.00	16
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TruGreen Processing Center 73878278 South Boston Park	Vendor#: 1625	\$100.00	\$0.00	\$0.00	17
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TruGreen Processing Center 73874651 Town Park Baseball Fields	Vendor#: 1625	\$300.00	\$0.00	\$0.00	18
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	The KAZ Companies Inc. 26643 Repair Town Hall Door	Vendor#: 1754	\$1,946.00	\$0.00	\$0.00	1
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	UNIFIRST CORP. 055 1490749 Police Building	Vendor#: 1296	\$110.60	\$0.00	\$0.00	4
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	UNIFIRST CORP. 055 1490748 Town Hall	Vendor#: 1296	\$71.60	\$0.00	\$0.00	6
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	WHITE'S APPLIANCE, INC. 36502 Repair Nutrition Fridge	Vendor#: 1439	\$144.92	\$0.00	\$0.00	29
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	SPRINGVILLE HARDWARE, INC. 73178 snow shovel & wrenches	Vendor#: 77	\$24.04	\$0.00	\$0.00	30
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TruGreen Processing Center 74992044 North Boston Park	Vendor#: 1625	\$120.00	\$0.00	\$0.00	32
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TruGreen Processing Center 74988498 Boston Commons Park	Vendor#: 1625	\$38.00	\$0.00	\$0.00	33
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TruGreen Processing Center 74990733 Town Park Football Field	Vendor#: 1625	\$120.00	\$0.00	\$0.00	34
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	J.C. Ehrlich Co. Inc 6039780 Pest Control - Police Station	Vendor#: 1725	\$65.00	\$0.00	\$0.00	21
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	J.C. Ehrlich Co. Inc 6039781 Pest Control - Town Hall	Vendor#: 1725	\$65.00	\$0.00	\$0.00	22
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	VERIZON WIRELESS 9793693434 September 2017	Vendor#: 53	\$16.23	\$0.00	\$0.00	36
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17	Vendor#: 1242	\$540.96	\$0.00	\$0.00	142
A00-1620-0400-0000	BUILDINGS- CONTR			11/1/2017	SHARE CORP. 33366 Cleaning Supplies	Vendor#: 236	\$115.76	\$0.00	\$0.00	86



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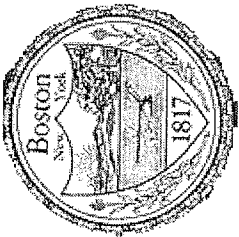
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A00-1620-0400-0000	BUILDINGS- CONTR	Penn Power Systems 3787511	11/1/2017	Vendor#: 1756	\$322.50	\$0.00	\$0.00	93	
A00-1620-0400-0000	BUILDINGS- CONTR	Penn Power Systems 3787953	11/1/2017	Vendor#: 1756	\$694.60	\$0.00	\$0.00	94	
A00-1620-0400-0000	BUILDINGS- CONTR	Penn Power Systems 3807942	11/1/2017	Vendor#: 1756	\$325.00	\$0.00	\$0.00	95	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 10/12/17 - Acct #10010312469 Acct #10010312469 - Town Hall	11/1/2017	Vendor#: 37	\$670.92	\$0.00	\$0.00	47	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 10/17 - Acct# 12810500-5 Acct# 12810500-5 Town Hall	11/1/2017	Vendor#: 96	\$51.35	\$0.00	\$0.00	59	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 10/17 - Acct #60550160-9 Acct #60550160-9 Rec Center	11/1/2017	Vendor#: 96	\$67.20	\$0.00	\$0.00	62	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 10/17 - Acct #60597575-3 Acct #60597575-3 Meter#51801740	11/1/2017	Vendor#: 96	\$0.00	\$2.54	\$0.00	63	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 10/17 - Acct# 60597651-5 Acct# 60597651-5 Snack Shack	11/1/2017	Vendor#: 96	\$70.37	\$0.00	\$0.00	64	
A00-1620-0400-0000	BUILDINGS- CONTR	New Enterprise Stone & Lime Co, Inc. 4105240	11/1/2017	Vendor#: 1665	\$475.00	\$0.00	\$0.00	101	
A00-1620-0400-0000	BUILDINGS- CONTR	SIMPLEXGRINNELL LP 79715974 Alarm contract 11/1/17 - 10/31/18	11/1/2017	Vendor#: 352	\$743.47	\$0.00	\$0.00	103	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	wynetWorks 00001080 systems support	11/1/2017	Vendor#: 1703	\$765.00	\$0.00	\$0.00	19	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	NeoFunds by NeoPost 10/17 - Acct 7900-0440-8021-9839 Acct 7900-0440-8021-9839 postage	11/1/2017	Vendor#: 1616	\$2,933.44	\$0.00	\$0.00	87	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Buffalo Design & Printing 102688 Letterhead	11/1/2017	Vendor#: 1755	\$70.79	\$0.00	\$0.00	88	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	MJD Strategic Marketing & Comm 12 Marketing Communications Support - newsletter & website	11/1/2017	Vendor#: 1681	\$1,045.00	\$0.00	\$0.00	89	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 10/17/17 - Acct #10019307296 Acct #10019307296 - Signal	11/1/2017	Vendor#: 37	\$18.29	\$0.00	\$0.00	51	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 10/16/17 - Acct#10019308690 Acct#10019308690 - Signal	11/1/2017	Vendor#: 37	\$34.61	\$0.00	\$0.00	52	



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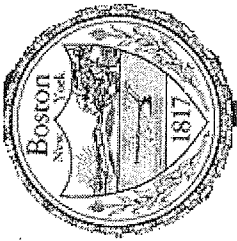
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A00-3310-0400-0000				11/1/2017	NYSEG 10/16/17 - Acct #10019309037 Acct #10019309037 - Signal	Vendor#: 37	\$24.16	\$0.00	\$0.00	\$0.00	53
A00-3510-0400-0000				11/1/2017	VERIZON WIRELESS 9793693434 September 2017	Vendor#: 53	\$16.23	\$0.00	\$0.00	\$0.00	37
A00-3620-0400-0000				11/1/2017	VERIZON WIRELESS 9793693434 September 2017	Vendor#: 53	\$32.65	\$0.00	\$0.00	\$0.00	35
A00-5010-0400-0000				11/1/2017	The Buffalo News 1355419 Highway Worker AD 1355419	Vendor#: 1671	\$793.19	\$0.00	\$0.00	\$0.00	2
A00-5010-0400-0000				11/1/2017	VERIZON WIRELESS 9793693434 September 2017	Vendor#: 53	\$36.23	\$0.00	\$0.00	\$0.00	39
A00-5010-0400-0000				11/1/2017	The Buffalo News 140124 Highway Bid Truck - AD1365901	Vendor#: 1671	\$676.85	\$0.00	\$0.00	\$0.00	45
A00-5010-0400-0000				11/1/2017	The Buffalo News 140125 Highway Bid Storage Bldg - AD1365953	Vendor#: 1671	\$833.70	\$0.00	\$0.00	\$0.00	46
A00-5132-0400-0000				11/1/2017	UNIFIRST CORP. 055 1490750 Highway	Vendor#: 1296	\$121.26	\$0.00	\$0.00	\$0.00	5
A00-5132-0400-0000				11/1/2017	UNIFIRST CORP. 055 1492287 Highway	Vendor#: 1296	\$144.66	\$0.00	\$0.00	\$0.00	7
A00-5132-0400-0000				11/1/2017	UNIFIRST CORP. 055 1493890 Highway	Vendor#: 1296	\$279.32	\$0.00	\$0.00	\$0.00	8
A00-5132-0400-0000				11/1/2017	UNIFIRST CORP. 055 1495465 Highway	Vendor#: 1296	\$124.07	\$0.00	\$0.00	\$0.00	9
A00-5132-0400-0000				11/1/2017	NYSEG 10/11/17 - Acct #10010312477 Acct #10010312477 - Highway	Vendor#: 37	\$219.76	\$0.00	\$0.00	\$0.00	48
A00-5132-0400-0000				11/1/2017	ERIE COUNTY WATER AUTHORITY 10/17 - Acct# 70542520-4 Acct# 70542520-4 Highway	Vendor#: 96	\$219.51	\$0.00	\$0.00	\$0.00	61
A00-5132-0400-0000				11/1/2017	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17	Vendor#: 1242	\$59.98	\$0.00	\$0.00	\$0.00	139
A00-5182-0400-0000				11/1/2017	NYSEG 10/4/17 - Acct #10013627434 Acct #10013627434 - Street Lighting R3	Vendor#: 37	\$2,459.04	\$0.00	\$0.00	\$0.00	54
A00-5182-0400-0000				11/1/2017	NYSEG 10/4/17 - Acct #10013627426 Acct #10013627426 - Street Lighting R2	Vendor#: 37	\$109.11	\$0.00	\$0.00	\$0.00	55
A00-6772-0400-0000				11/1/2017	LEO JENSEN 10/12/17 phone for nutrition	Vendor#: 225	\$5.98	\$0.00	\$0.00	\$0.00	31
A00-6772-0400-0000				11/1/2017	RURAL TRANSIT SERVICE, INC. 10/4/17 For Services 6/1/18 - 5/31/19	Vendor#: 1555	\$409.00	\$0.00	\$0.00	\$0.00	24



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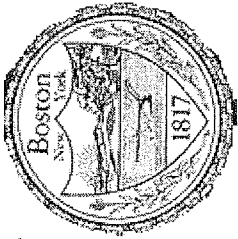
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A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17		11/1/2017	Vendor#: 1242	\$29.99	\$0.00	\$0.00	140
A00-7110-0400-0000	PARKS- CONTR	BOSTON VALLEY AUTO & TRK REP 10/2/17 2015 Silverado Truck Inspection		11/1/2017	Vendor#: 755	\$21.00	\$0.00	\$0.00	102
A00-7110-0400-0000	PARKS- CONTR	NYSEG 10/19/17 - Acct #10016047333 Acct #10016047333 - Town Park		11/1/2017	Vendor#: 37	\$132.69	\$0.00	\$0.00	49
A00-7110-0400-0000	PARKS- CONTR	NYSEG 10/23/17 - Acct #10011771929 Acct #10011771929 - Athletic Field		11/1/2017	Vendor#: 37	\$25.81	\$0.00	\$0.00	50
A00-7110-0400-0000	PARKS- CONTR	BALL TOILETS & SEPTIC SERVICE A-93528 October Rental - North Boston Park		11/1/2017	Vendor#: 246	\$77.42	\$0.00	\$0.00	91
A00-7110-0400-0000	PARKS- CONTR	BALL TOILETS & SEPTIC SERVICE A-93529 October Rental - South Boston Park		11/1/2017	Vendor#: 246	\$77.42	\$0.00	\$0.00	92
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	PIONEER MANUFACTURING COMPANY INV658481 Account #TO9469		11/1/2017	Vendor#: 1358	\$555.00	\$0.00	\$0.00	116
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	VERIZON WIRELESS 9793693434 September 2017		11/1/2017	Vendor#: 53	\$56.28	\$0.00	\$0.00	38
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 41388 Summer Rec - Bisons Game Coca Cola Field		11/1/2017	Vendor#: 1704	\$355.00	\$0.00	\$0.00	66
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45390 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	67
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45391 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$100.00	\$0.00	\$0.00	68
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45392 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	69
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45393 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	70
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45402 Summer Rec - Buffalo Museum of Science		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	71
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45441 Summer Rec - Skyzone		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	72
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45394 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	73
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45395 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	74
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45403 Summer Rec - Becker Farms		11/1/2017	Vendor#: 1704	\$305.00	\$0.00	\$0.00	75



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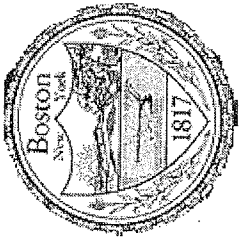
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A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45396 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	77
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45397 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	78
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45404 Summer Rec - Aquarium of Niagara		11/1/2017	Vendor#: 1704	\$290.00	\$0.00	\$0.00	79
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45442 Summer Rec - Darien Lake		11/1/2017	Vendor#: 1704	\$335.00	\$0.00	\$0.00	80
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45398 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	81
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45399 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	82
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45400 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	83
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Niagara Scenic Tours 45401 Summer Rec - Springville Pool		11/1/2017	Vendor#: 1704	\$235.00	\$0.00	\$0.00	84
A00-7550-0400-0000	CELEBRATIONS- CONTR	Social Butterfly Marketing, LLC 9-1-100217		11/1/2017	Vendor#: 1621	\$939.75	\$0.00	\$0.00	3
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS 7/3/17		11/1/2017	Vendor#: 595	\$181.02	\$0.00	\$0.00	128
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS 7/7/17		11/1/2017	Vendor#: 595	\$5.42	\$0.00	\$0.00	129
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS 7/17/17		11/1/2017	Vendor#: 595	\$73.51	\$0.00	\$0.00	130
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS 8/4/17		11/1/2017	Vendor#: 595	\$60.32	\$0.00	\$0.00	131
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS 8/18/17		11/1/2017	Vendor#: 595	\$67.13	\$0.00	\$0.00	132
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	HORIZON CLUB TOURS TRS1185 Boston Young at Heart Trip 11/1/17		11/1/2017	Vendor#: 935	\$1,050.00	\$0.00	\$0.00	20
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	HORIZON CLUB TOURS TRS1186 Boston Young at Heart Trip 12/12/17		11/1/2017	Vendor#: 935	\$1,006.25	\$0.00	\$0.00	25
A00-8010-0400-0000	ZONING-CONTR	The Buffalo News 140126 Zoning Board PO#0521 - AD1366409		11/1/2017	Vendor#: 1671	\$662.85	\$0.00	\$0.00	44
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	NYS UNEMPLOYMENT INSURANCE 10/2/17 Employer Reg No. 04-60383 6 for Q3 2017		11/1/2017	Vendor#: 213	\$306.33	\$0.00	\$0.00	127
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 172980001413 November 2017		11/1/2017	Vendor#: 1378	\$888.28	\$0.00	\$0.00	100



Town of Boston
Journal Proof Report
Fiscal Year: 2016 - 2017

Created By: accounting

Journal Number: AP - 451		Journal Desc: AP Batch 20		Account Period: 10 - Oct		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ Seq #
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 160714 November HRA admin fee	11/1/2017	Vendor#: 1376	\$79.56	\$0.00	\$0.00 26
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	11/1/2017	Fund DB0 AP Account	\$0.00	\$22,428.84	\$0.00 149
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 31000819MB Gravel	11/1/2017	Vendor#: 212	\$1,892.82	\$0.00	\$0.00 119
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	NOCO ENERGY CORP. SP11100570	11/1/2017	Vendor#: 543	\$4,586.50	\$0.00	\$0.00 126
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	KURK FUEL COMPANY 567559 Diesel	11/1/2017	Vendor#: 17	\$4,818.00	\$0.00	\$0.00 104
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SOUTHSIDE TRAILER SERVICE, INC 189892-00 brake shoe kit & brake drum	11/1/2017	Vendor#: 539	\$585.09	\$0.00	\$0.00 105
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	CCP INDUSTRIES IN01967913	11/1/2017	Vendor#: 291	\$201.90	\$0.00	\$0.00 106
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 151724 Highway Acct #1470	11/1/2017	Vendor#: 24	\$10.58	\$0.00	\$0.00 107
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 151875 Highway Acct #1470	11/1/2017	Vendor#: 24	\$11.17	\$0.00	\$0.00 108
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 151883 Highway Acct #1470	11/1/2017	Vendor#: 24	\$16.99	\$0.00	\$0.00 109
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 151950 Highway Acct #1470	11/1/2017	Vendor#: 24	\$4.47	\$0.00	\$0.00 110
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 151966 Highway Acct #1470	11/1/2017	Vendor#: 24	\$35.30	\$0.00	\$0.00 111
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152000 Highway Acct #1470	11/1/2017	Vendor#: 24	\$79.02	\$0.00	\$0.00 112
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152059 Highway Acct #1470	11/1/2017	Vendor#: 24	\$24.99	\$0.00	\$0.00 113
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152119 Highway Acct #1470	11/1/2017	Vendor#: 24	\$29.99	\$0.00	\$0.00 114
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152148 Highway Acct #1470	11/1/2017	Vendor#: 24	\$3.79	\$0.00	\$0.00 115
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	First Bankcard September 2017 highway - fuel tank	11/1/2017	Vendor#: 1615	\$468.45	\$0.00	\$0.00 143
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	DELL ELECTRIC INC. 10/2/17 parts for tractor	11/1/2017	Vendor#: 7	\$78.00	\$0.00	\$0.00 122
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	J & J INDUSTRIAL SUPPLIES LLC PHS018655	11/1/2017	Vendor#: 1051	\$35.13	\$0.00	\$0.00 123
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	HAMBURG RADIATOR AUTO & AIR 5265	11/1/2017	Vendor#: 254	\$150.00	\$0.00	\$0.00 124
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	BOYLE'S MOTOR SALES, INC. J5298545	11/1/2017	Vendor#: 26	\$54.62	\$0.00	\$0.00 125
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Napa 1332-055569	11/1/2017	Vendor#: 204	\$9.89	\$0.00	\$0.00 133

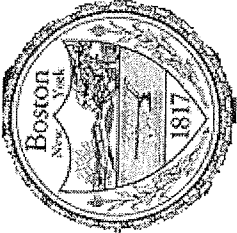


Town of Boston
Journal Proof Report
Fiscal Year: 2016 - 2017

Created By: accounting

Journal Number: AP - 451			Journal Desc: AP Batch 20		Date	Journal Date: 11/1/2017	Account Period: 10 - Oct		Status: Currently Active	
Account#	Account Description	Trans Description					Debit	Credit	ENCLIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Napa 1332-056143	11/1/2017	Vendor#:	204		\$94.95	\$0.00	\$0.00	134
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 50004637MB Sand	11/1/2017	Vendor#:	212		\$1,293.83	\$0.00	\$0.00	120
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 50004578MB Sand	11/1/2017	Vendor#:	212		\$60.33	\$0.00	\$0.00	117
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	GERNATT ASPHALT PRODUCTS, INC. 50004578MB Sand	11/1/2017	Vendor#:	212		\$60.34	\$0.00	\$0.00	118
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	GERNATT ASPHALT PRODUCTS, INC. 50004637MB Sand	11/1/2017	Vendor#:	212		\$1,293.83	\$0.00	\$0.00	121
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 172980001413 November 2017	11/1/2017	Vendor#:	1378		\$6,528.86	\$0.00	\$0.00	99
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	11/1/2017	Fund L30 AP Account			\$0.00	\$1,571.11	\$0.00	147
L30-5182-0401-0000	CONTRACTS	NYSEG 10/4/17 - Acct #10013627418 - Acct #10013627418 - Street Lighting R3 - Dist. 1	11/1/2017	Vendor#:	37		\$1,526.25	\$0.00	\$0.00	56
L30-5182-0401-0000	CONTRACTS	NYSEG 10/4/17 - Acct #10013627400 - Acct #10013627400 - St Lighting R2 - Dist. 1	11/1/2017	Vendor#:	37		\$44.86	\$0.00	\$0.00	57
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	11/1/2017	Fund SF0 AP Account			\$0.00	\$3,548.00	\$0.00	145
SF0-3410-0401-0000	CONTRACTS	PENFLEX, INC. 17-0475 Base fee for 11/1/17 - 10/31/18	11/1/2017	Vendor#:	240		\$3,400.00	\$0.00	\$0.00	58
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 400579 Boston Emergency Squad	11/1/2017	Vendor#:	1499		\$93.00	\$0.00	\$0.00	41
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 399612 North Boston Fire Company - Respirator test	11/1/2017	Vendor#:	1499		\$55.00	\$0.00	\$0.00	15
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	11/1/2017	Fund SG0 AP Account			\$0.00	\$46,939.20	\$0.00	146
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 3628274-1342-2 November Services	11/1/2017	Vendor#:	432		\$46,939.20	\$0.00	\$0.00	43
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	11/1/2017	Fund SM0 AP Account			\$0.00	\$171.13	\$0.00	148
SM0-4540-0400-0000	CONTRACTUAL	TIME WARNER CABLE 170137302102017 Services 10/29/17 - 11/28/17	11/1/2017	Vendor#:	1242		\$34.99	\$0.00	\$0.00	141

November 1, 2017- ABSTRACT



Town of Boston
Journal Proof Report
Fiscal Year: 2016 - 2017

Created By: accounting

Journal Number: AP - 451		Journal Desc: AP Batch 20		Journal Date: 11/1/2017		Account Period: 10 - Oct		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
SM0-4540-0400-0000	CONTRACTUAL	ERIE COUNTY WATER AUTHORITY 10/17 - Acct# 12810600-7 Acct# 12810600-7 EMS	11/1/2017	Vendor#: 96	\$136.14	\$0.00	\$0.00	60	

Total Number of 149 Transactions No Errors \$141,369.38 \$141,369.38 \$0.00

AP - 451 Summary By Fund Number

Fund	Debit	Credit	ENCLIQ
A00	\$66,711.10	\$66,711.10	\$0.00
DB0	\$22,428.84	\$22,428.84	\$0.00
L30	\$1,571.11	\$1,571.11	\$0.00
SF0	\$3,548.00	\$3,548.00	\$0.00
SG0	\$46,939.20	\$46,939.20	\$0.00
SM0	\$171.13	\$171.13	\$0.00
Total	\$141,369.38	\$141,369.38	\$0.00

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK DATE

**DRAFT
REGULAR BOARD MEETING
October 4, 2017**

**TOWN HALL
7:30 P.M.**

Present: Supervisor Martin A. Ballowe, Councilmen Jeffrey A. Genzel, Jason A. Keding and Zachary A. W. Munger.

Also Present: Highway Superintendent Robert Telaak

Absent: Councilman Jay P. Boardway and Town Attorney Michael L. Kobiolka

ITEM NO. I PRELIMINARY MATTERS

Supervisor Ballowe stated they received three (3) flooring quotes to remove the existing carpet at the State Troopers Barracks.

Busch Floor Company, Inc. \$18,577.00

Valley Floors & Carpet Cleaning \$26,870.00

Buffalo Commercial Flooring and Installations \$34,860.90

Supervisor Ballowe made a motion to accept Busch Flooring Company's quote with the understanding they have fifteen (15) days to provide the specs and a completion date. Upon the fulfillment of that request they will be awarded the job. Seconded by Councilman Keding.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

ITEM NO. II REGULAR BUSINESS

Councilman Munger read the minutes and stated there were no errors or omissions and made a motion to approve the Town Board September 6, 2017 minutes. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Councilman Keding reviewed the fund bills totaling \$174,660.67 and stated one of the fund bills totaling \$6,700.00 should be pulled due to the work not being fully completed. Therefore, Councilman Keding made a motion to approve the fund bills totaling \$167,960.67. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

ITEM NO. III CORRESPONDENCE

Supervisor Ballowe read a thank you letter to the Parks Department from Jim and Debbie Rausch. They stated our park is the cleanest and best kept park in Western New York.

ITEM NO. IV NEW BUSINESS

Supervisor Ballowe stated the 2018 Preliminary Budget was received October 14, 2017 and will scheduling a Public Hearing November 1, 2017. He made a motion to accept the 2018 Budget and schedule the Public Hearing. Seconded by Councilman Genzel.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Munger	Yes
Four (4)	Yeses		Carried

Councilman Genzel read the Boston Youth Soccer League Application for Use of Town Meeting Facility to use the community room for their end of the year meeting on October 17, 2017. Seconded by Councilman Munger seconded.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)			Carried

Councilman Genzel read the request from Recreation director Anthony Zeniuk to attend the 80th Annual Conference at Turning Stone in New York State held for people involved in recreation. The total amount of expense is \$629.00. Councilman Genzel made a motion to approve the request and expenses to be paid. Seconded by Councilman Keding.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)			Carried

Councilman Munger read the Application for Use of Facility requested by Barbra Moore to have a children's Halloween party in the community room on Friday October 27, 2017. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Councilman Munger read the Application for Use of Facility requested by Betty Kaiser for the Boston Croppers to use the community room on the second Saturday of each month starting January 2018. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Councilman Genzel read the Highway Department Storage Building Bid. This structure is to be used for cold storage of our equipment to protect it from the elements. He states this project comes at a higher threshold of our Procurement Policy and needs to be advertised in the local paper to solicit bids. He made a motion for the Town Clerk to advertise the bid in the local paper and it was seconded by Supervisor Ballowe

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four(4)	Yeses		Carried

Councilman Keding read the bids for a 2018 Pickup Truck and a 2015 Chevy Pickup Trade-In. He made a motion to approve the advertisement in the local paper and the 2018 Pickup Truck bid and the 2015 Chevy Pickup Trade-In bid. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Supervisor Ballowe stated our inspection from our insurance company stated our lawn tractor is out of compliance because they need roll bars. Parks Director Robert Telaak will put the John Deere tractor on the Auctions International website to see if it will sell for a minimum \$3,000.00. Supervisor Ballowe made a motion to approve this and it was seconded by Councilman Munger.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Councilman Munger read the Application for the Use of Facility from Kathy Prackajlo for the Boston Historical Society on November 14, 2017 for their Board Meeting and April 17, 2018 for their Pot Luck Dinner. Seconded by Supervisor Ballowe.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

ITEM NO. V OLD BUSINESS

Councilman Genzel spoke on the wireless tower that will be put in down by our Highway Department. The wireless contractor would like a signed contract to start ordering the parts needed to put this tower up. He said in the absence tonight of the Town Attorney, we would like him to take one more look at the contract and make sure it is beneficial to the taxpayers of Boston. Councilman Genzel made a motion to table the contract until next month. Seconded by Councilman Munger.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Councilman Genzel stated the Football Press Box bid made a motion to deny the two bids received, Trason Development \$120,000 and Pat White Construction \$78,000. He said he would like to go back to drawing board with Hannon Engineering and re-design it. Seconded by Councilman Munger.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Supervisor Ballowe opened the floor for public comment.

Ardell Rowles, 6741 Liebler Road, said his property marker disappeared five (5) years ago and would like to know when it will be replaced and when will his pipe be fixed. Highway Superintendent Telaak said it is not a priority right now. Mr. Ardell threatened with contacting his lawyer and channel 2. Supervisor Ballowe stated he will get the property marker in.

Gary Vara, 6465 Kevington Place. He wanted clarification on the proposed budget. He asked if there were any pay increases. Supervisor Ballowe stated here were pay increases and decreases. Mr. Vara asked if there was a wish list to make the Supervisor a full-time position at \$54,000.00 a year. Supervisor Ballowe stated it wasn't \$54,000.00 but it would be increased in that office and the Supervisor Assistant would be a part-time position. Mr. Vara asked if there was an election this year because he hasn't seen

any political signs in town. HE stated people were handpicked by political bosses so nobody can possibly run in political opposition. Councilman Keding told Mr. Vara he had as much opportunity to run as anyone in this room, town or country. If you didn't receive an endorsement you have an option for a write-in ballot.

Mr. Vara asked if draining the fishing ponds is still a priority? Councilman Keding replied that it was not in this year's budget. Especially with the amount of legal fees the Town has incurred.

Mr. Vara asked Councilman Munger about the drainage issue on Kevington Place. Councilman Munger replied the Town Attorney is looking into it. Mr. Vara asked if the tennis court projects were on hold?

ITEM NO. VI REPORTS & PRESENTATIONS

Councilman Munger read the Town Clerk's Report:

Flu vaccine is October 10, 2017 from 10:00 am until 2:00 pm. in the Courtroom.

Unfortunately the Town Clerk Office is still not certified by the D.E.C. to be a Licensed Issuing Agent. They have took the test and passed, just waiting for certification.

Pistol Permit Recertification applications are available in the Town Clerk's Office.

Councilman Munger's Report:

Councilman Munger announced the Boston Historical Society Pot Luck Dinner on October 17, 2017 with guest speaker Sandy Walters.

Councilman Genzel's Report:

Councilman Genzel congratulated Supervisor Ballowe on another excellent budget and not raising taxes again. He then stated months ago they hired a forensic company Digits, LLC, to do a forensic audit of the Town Clerk's Office after the resignation in June. He said there is information in the report that there was a breach in the system and that people accessed our system without authorization. He told residents to call the County and make sure their taxes were paid. They will be bringing this information to the authorities.

Councilman Genzel told Mr. Vara he is correct there are corrupt party leaders in Town and they crossed endorsed and have taken away the right to vote.

Councilman Genzel announced St. John the Baptist Church Turkey Dinner is Sunday, October 8, 2017 starting at 11:30 a.m. until all dinners are gone.

Councilman Keding's Report:

Councilman Keding spoke on e-waste. The D.E.C is working with the NYS Legislator to get legislation passed to help remedy the situation. It is a very expensive cost whether individually or municipally.

Councilman Keding said the Erie County Sheriffs Association Open House was a success. They had a last minute Narcan class and will have the open house again next year. The drug and syringe drop off boxes located at the Town Hall has been getting attention with questions and concerns. There is only person in Erie County who has the key to the boxes. They pick them up and destroy all contents.

Mr. Vara yes I did ask for full time Supervisor reason being this town has some financial troubles. I feel I can serve the taxpayers better. I asked for \$50,000.00 not \$54,000.00.

Supervisor Ballowe read the Highway Superintendent's Report:

Brush pickup is over until April 1, 2018. Highway has fill if anyone needs fill put in the proper paperwork. Leaf pick up is going on. Please no sticks. Supervisor Ballowe made a motion to let the Highway Superintendent to take the ground up leaves to his house. Seconded by Councilman Munger.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

Supervisor's Report:

Supervisor Ballowe said he met with Senator Patrick Gallivan and Mitch Martin that day. Senator Gallivan wanted to know of any needs for the Town and Supervisor Ballowe thank him for all he has done for the Town. Senator Gallivan is working on a \$50,000.00 grant for a building at the North Boston Park.

Supervisor Ballowe stated he has the 2018 Tentative Budget. He is pleased to say there is no tax increase and the levy stayed the same.

Supervisor Ballowe made a motion to adjourn the meeting. Seconded by Councilman Genzel.

Supervisor Ballowe	Yes	Councilman Munger	Yes
Councilman Genzel	Yes	Councilman Keding	Yes
Four (4)	Yeses		Carried

DAWN M. BONCAL, INTERIM TOWN CLERK

6563 Sherwood Lane
Boston, NY 14025
August 3, 2017

Town of Boston
Attn: Zoning Board of Appeals
8500 Boston State Road
Boston, NY 14025

Re: Petition #506 (Gorney's pool, Fairlane Dr.)

Dear Zoning Board of Appeals members (specifically Katherine Praczkajlo, Tracy Hirsch, Courtney Mead and Robert Woodring),

It seems that after speaking to two land use/zoning law attorneys at different practices, a code enforcement officer from another town, Boston Town Board members and many others that you, The Zoning Board of Appeals, have made an erroneous decision in allowing the Gorney's the variance for their pool.

The two attorneys we spoke with said we would win our case if we filed an Article 78 Proceeding, but it would be costly. And, the investment would only give us the satisfaction that a wrong decision was made.

After reading the minutes of the June 1 public hearing, one of the attorneys that Donna spoke with said he "never saw anything like it" and "could not believe" that with the negative comments and your discussion with Joe Gorney, AND Joe stating that he would be ok with the 21' pool he purchased without needing a variance, that the variance was granted.

Did you NOT understand our letter? Did any of you even THINK about what was on the other side of that property line? Our house is not centered on our property. The pool is 17' from our house!

Our survey, along with the Gorney's, should have been included with the Public Hearing notice so that you can see where our house (and bedroom) is. We feel pertinent information was withheld. (And, it's a 10' back yard setback, not a 10' side yard setback that we are speaking about.) No one came in our yard and saw it from our point of view!

So when it's a nice night and you are sitting on your patio/porch/deck enjoying the evening, maybe relaxing, chatting about your day or reading a book, please think of us--with shouting, music turned up, public urination and foul language from our neighbor next door. Again, feel free to take a walk/ride and hear/see it for yourself. Or ask any of our other neighbors!

So you made one family in Boston so ecstatic that they sing and clap. And you also made one family, one who has been in the same house in Boston for 33 years very unhappy and hurt. If you left it at 10' (and there is a reason the code is 10'), both families would deal with it.

We do NOT want to sell and move. We want (or wanted) to retire in this house! But, moving may be our only option.

So please slow down and think, take the time to do a little homework, really listen to all parties before you make such an important decision. The decision you make can severely affect residents for many years to come.

Sincerely,



David & Donna Russell

cc: Martin Ballowe, Supervisor

October 10, 2017

Town of Boston
Attn: Martin A. Ballowe, Town Supervisor / Town Board
8500 Boston State Road
Boston, NY 14025

Re: Resignation of planning board position

Dear Mr. Supervisor and Town Board,

This letter is to inform you that I am resigning my position on the Boston Town planning board as of today, October 10, 2017.

I would like to thank both the town board and my fellow members on the planning board for the privilege of serving our community and wish the planning board the best going forward.

Sincerely,



Mary Ann Rood

OCT 18 AM 10:19

Martin Ballowe

From: David DiPietro <dipietrod@nyassembly.gov>
Sent: Monday, October 16, 2017 1:43 PM
To: Martin Ballowe
Subject: Commemorate our Hometown Heroes
Attachments: Help Assemblyman David DiPietro Commemorate our Hometown Heroes.docx

October 15, 2017

Town of Boston
Dawn Boncal, Clerk
Boston Town Hall
8500 Boston Town Road
Boston, NY 14025

Dear Ms. Dawn Boncal,

Enclosed please find information regarding the 'Commemorate our Hometown Heroes 2018 Bridge and Road Name Program' I have started this fall.

I am asking that you please copy and distribute this information to your town officials so they can discuss, share, or even nominate a candidate. Please feel free to contact my office with any questions you may have.

Sincerely,

David DiPietro, Assemblyman
147th District of the State of New York

Help Assemblyman David DiPietro Commemorate our Hometown Heroes

Commemorate our Hometown Heroes

2018 Bridges and Roads Name Program

Nomination form

Assemblyman David DiPietro's **Commemorate our Hometown Heroes Bridges and Roads Name Program** is designed to recognize deceased wartime veterans who have served our community and country by naming a bridge or future roadway after them.

Our hope is to promote public awareness of the individual and show our appreciation for their outstanding contributions to our country by naming a local bridge or street after them to commemorate and show respect for their service.

Please see the reverse for official guidelines before completing this form and submitting it to:

Assemblyman David DiPietro, 411 Main Street, East Aurora, NY 14052

I am nominating a wartime veteran:

Name of Veteran

Date of Birth _____

Date Deceased _____

Armed Conflict (see the reverse)

Military Branch _____

Dates of military service

Veteran's current and /or prior township street address

Please submit a brief narrative that describes the veteran's wartime service and includes all relevant information such as family contact information, along with their rank, notable achievements, and specific medals or awards. Please explain how this be sure to explain why this individual should be commemorated in this way.

Person nominating the wartime veteran:

Name

Address

City, State, Zip

Home Phone _____

Cell Phone _____

E-mail address _____

Wartime veteran bridges and street signs are dedicated by the Assemblyman on location with an informal ceremony for family and friends.

Please be aware and understand that the Assemblyman expects to receive and maintain a long list of wartime veterans, all of whom are deserving of recognition.

An internal committee reviews nominations with deference to older veterans and accommodates requests as time and schedules reasonably allow.

Official Guidelines

Wartime Veteran: A wartime veteran is an individual who served in the active military forces, during a period of armed conflict or who received the armed forces expeditionary or other campaign service medal during an emergency condition and who was discharged or released under honorable conditions.

Armed Conflict: Official periods of armed conflict and current uniform period of service dates include:

- World War I, the period beginning April 6, 1917 through November 11, 1918.
- World War II, the period beginning December 7, 1941, through December 31, 1946.
- Korean War, the period beginning June 27, 1950, through January 31, 1955.
- Vietnam War, the period beginning August 5, 1964, through May 7, 1975.
- Gulf War, the period beginning August 2, 1990, through January 2, 1992.
- Operation Iraqi Freedom or Operation Enduring Freedom, the period beginning September 11, 2001, and ending on a date prescribed by presidential proclamation or by Congress.

Discharge: Eligible military candidates must have been honorably discharged.

Branch of Service: Eligible military candidates include those having served in Military Departments as defined under Department of Defense Directive 5100.1 which include Departments of the Army, Navy, and Air Force.

The Marine Corps is part of the Department of the Navy and upon the declaration of war or when the President directs, the Coast Guard operates under the authority of the Department of the Navy. Eligible candidates must also be considered Veterans.

Full time National Guard duty is only considered such when National Guard members are activated to regular service and does not include weekend drills or active duty for training
Minimum Service

Verification: Documentary proof of a candidate's service should accompany the Nomination Form. Proof may come in a variety of forms, but should be verifiable without requiring an excessive amount of staff time. The DD Form 214 (Report of Separation) is the Assemblyman's preferred documentation for military candidates. Before January 1, 1950, several similar forms were used by the military services, including the WD AGO 53, WD AGO 55, WD AGO 53-55, NAVPERS 553, NAVMC 78PD, and the NAVCG 553

Help Assemblyman David DiPietro Commemorate our Hometown Heroes

Commemorate our Hometown Heroes

2018 Bridges and Streets Name Program

Deadline for Application is March 30, 2018

Assemblyman David DiPietro's **Commemorate our Hometown Heroes Bridges and Roads Name Program** is designed to recognize deceased wartime veterans who have served our community and country by naming a bridge or future roadway after them.

Our hope is to promote public awareness of the individual and show our appreciation for their outstanding contributions to our country by naming a local bridge or street after them to commemorate and show respect for their service.

For any questions regarding the program, please contact Liz Huson at dipietro@nyassembly.gov

If you would like nominate and remember a District 147 Veteran, please fill out the application form attached and return by March 30, 2018.

Boston Emergency Squad Appointment

Zack Agaliata – He was a previous member who moved out of town and has moved back.

4861 Eckhardt Road, Hamburg, New York 14072

THE BUFFALO NEWS

-Ad Proof-

The pages that follow show proofs of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline, by contacting your account rep at .

Date: 10/18/17

Account #: 527182
Company Name: Town of Boston

Contact: Dawn Boncal

Address: 8500 Boston State Road
Boston, NY 14025

Telephone: (716) 941-6113
Fax:

Run Dates:

Buffalo News (P1) 10/19/17
Web-BuffNews/Buffalo.com (P6)
10/19/17

Ad ID: 1366409

Start: 10/19/17
Stop: 10/19/17

Total Cost: \$662.85
of Lines: 79
of Inserts: 1
Ad Class: 758
Account Rep: Deon Hudson
Phone #
Email: dhudson@buffnews.com

Ad proof

Proof is for text only.
Graphics will not show here.

PUBLIC NOTICE TOWN OF BOSTON ZONING BOARD OF APPEALS

PLEASE TAKE NOTICE: that the Zoning Board of Appeals of the Town of Boston, Erie County, New York will meet on Thursday, November 3, 2017 at 7:00 PM for a Work Session in the Boston Town Hall courtroom, 8500 Boston State Road, Boston, New York. Followed by Public Hearings for variance requests to The Town of Boston Code relative to the application(s) of:

Jordan & Kristie Adamchick residing at 6613 Liebler Road proposing a 6-foot high fence in the front yard of their residence; Section 123-135 (a) allows a 4 foot high fence from the rear of the dwelling forward to the property to opposite side line and back to the rear of the dwelling;

Joseph & Joseph Litwin residing at 6524 Fairlane Drive proposing to construct a garage addition that will not meet the front yard setback, proposed setback at its closest to the front property line is 37 feet; Town Code Section 123-28 A: requires a 50 foot setback;

Paul Meindl residing at 7189 Parkside Drive requesting to construct a second accessory building that exceeds the 728 square footage allowed on less than one acre of property, and exceeds height allowance of 18 feet as stated in Town Code Section 123-136 B (4). The square foot variance required is 180 sq. ft. and height variance of 5 feet.

At these hearings, at the time and place noted above, all interested persons will be given up to 3 minutes to speak for or against said applications.

Katharine Praczkajlo,
Chairman,
Zoning Board of Appeals
Dated: October 17, 2017
Published: October 20, 2017
An Equal Opportunity
Provider & Employer

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITY

This Application is subject to Approval by the Town Board

*****Application, deposit, plans, layouts and any additional proof from other agencies must be completed and submitted at time of application. Must be a Boston Resident to request use. *****

Name/Organization North Boston Vol. Fire Company, Inc. Date 10 / 05 / 2017

Name of person responsible for facilities Robert C. Pollinger
Title Trustee

Applicant Address 5646 Herman Hill Rd PO Box 124 North Boston, NY 14110-0124

Applicant Daytime Phone # 649-4907 (Don O'Bryant) # Of Attendees: 1,400

Date(s) Requested* July 5 - 9, 2018 Time 7:00 AM Type of Event Fundraiser
Set Up July 5, 2018 Take Down July 9, 2018

Sporting Leagues — Please attach Schedule Event 7/8/2018 1 - 5 PM

****Certificate of Insurance from your organization must be submitted at least 1 week before your 1st sporting event****

*****Please confirm that your dates do not conflict with any Sporting Leagues*****

Baseball—Josh Haeick	649-6170	Football—Chris Desiderio	312-0334
Softball—Paul DiCorso	941-6994	Soccer—John Stressinger	972-0606

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

<input type="checkbox"/> South Boston Park Shelter	<input checked="" type="checkbox"/> Boston Town Park
<input checked="" type="checkbox"/> Town Hall Community Room w/ Kitchen	<input checked="" type="checkbox"/> Lions Shelter
<input type="checkbox"/> Other _____	<input type="checkbox"/> Small Shelter
	<input checked="" type="checkbox"/> Bathroom Facilities
	<input type="checkbox"/> Town Fields

WILL YOUR EVENT HAVE ANY OF THE FOLLOWING: (Check all that apply)

<input type="checkbox"/> Parade	- Who will provide traffic control? _____ (Submit proof in writing from that agency at time of application)
<input checked="" type="checkbox"/> Parking (over 50)	- Please submit parking Plan: _____ (This must be approved by Park's Superintendent before submittal to Town Clerk with application)
<input type="checkbox"/> Rides	(Certificate of Insurance from your insurance company must be submitted 1 week before use begins)
<input type="checkbox"/> Fireworks	(Certificate of Insurance from Firework Vendor must be submitted 1 week before your event)
	-Who will provide Fire Stand By? _____ (Submit proof in writing from that agency at time of application)
<input type="checkbox"/> Vendors (over 5)	- Please submit Layout (This must be approved by Park's Superintendent before submittal to Town Clerk with application)
<input type="checkbox"/> Other	- Please indicate on your plan (This must be approved by Park's Superintendent before submittal to Town Clerk with application)

Dawn Boncal

From: Tony Zeniuk
Sent: Friday, October 20, 2017 12:10 AM
To: Dawn Boncal; Martin Ballowe
Subject: Friday Night Rec. Appointments
Attachments: FNR 2017-18 staff appointments.docx

Dawn,

Can you please put the Friday Night Rec appointments on the next Board meeting agenda for approval. See attachment of requested appointments. Thank you.

Tony

Tony Zeniuk
Recreation Director
Town of Boston
9500 Boston State Road
Boston, New York 14025
(716) 262- 4773
recreationdirector@townofboston.com

To: Supervisor Ballowe and Town of Boston Board Members

From: Tony Zeniuk, Recreation Director

RE: Job Appointments for the Friday Night Recreation Program

Date: October 19, 2017

I recommend the following employees for appointment to the 2017 -2018 Friday Night Recreation Program Staff. The duration of these jobs will include staff training and planning, Friday Night Recreation, beginning, immediately, October 29, 2017 and continuing till April 24, 2018, for preparation and wrap up duties.

As of December 31, 2017 the New York State minimum wage increases from \$9.70 per hour to a new rate of \$10.40 per hour. The hourly rate in 2017 reflects that increase for counselors.

All of the recommended employees are returning staff that has worked in the Friday Night Recreation Program and/ or the Summer Day camp.

I will resubmit any changes in job titles or responsibilities as needed.

<u>Employee</u>	<u>Job Title/ Position</u>	<u>Hourly Rate</u> <u>2017</u>	<u>Hourly Rate</u> <u>2018</u>
Melissa McCaffrey	Supervisor	\$11.50	\$12.00
Conor Long	Counselor	\$9.70	\$10.40
Kristina McCaffrey	Counselor	\$9.70	\$10.40
Alyssa Zeniuk	Counselor	\$9.70	\$10.40
Abbey Smolinski	Counselor	\$9.70	\$10.40
Ryan Gruchala	Sub. Counselor	\$9.70	\$10.40
Katie Seider	Sub. Counselor	\$9.70	\$10.40
Alexa Pace	Sub. Counselor	\$9.70	\$10.40
Katie Sheffield	Sub. Counselor	\$9.70	\$10.40
Tristian Giordano	Sub. Counselor	\$9.70	\$10.40
Jocelynn Giordano	Sub. Counselor	\$9.70	\$10.40
Christian Kostowniak	Sub Counselor	\$9.70	\$10.40
Ashley Jablonski	Sub Counselor	\$9.70	\$10.40

Megan Hopkins

Elizabeth Piazza

Thank you for your consideration.

Sincerely,

Tony Zeniuk, Recreation Director



ATTN: Marty

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QUOTE

Active Fence Company Inc.
5295 Bay View Road, Hamburg, NY 14075
Phone & Fax (716)-648 - 3970

Date: *2-28-17*

TO: *Town of Boston*

JOB: *Town Hall Fence*

SALESPERSON	JOB	FAX
MIKE MANGIONE	<i>Town Hall Fence</i>	<i>941-9264</i>

	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<i>Tennis Court:</i>		
	<i>Install:</i>		
	<i>New Tennis Court Fence 10' Tall</i>		
	<i>3" Terminals</i>		
	<i>2 1/2" Liners</i>		
	<i>1 3/8" Top rail</i>		
	<i>Tennis Court Mesh</i>		
	<i>Braced at ends</i>		
		<i>Total</i>	<i>\$14,150.00</i>

SUBTOTAL

SALES TAX

TOTAL

Make all checks payable to Active Fence Company
THANK YOU



Armor Fence

CO. OF W.N.Y. INC.

ARMOR FENCE CO. OF WNY, INC.
PO Box 745
ORCHARD PARK, NY 14127
(716) 649-0114
FAX: (716) 992-9457
EMAIL: armorfence@aol.com
www.armorfence.net

Town of Boston
8500 Boston State Road
Boston, NY 14025

Attention: Martin Ballowe

Regarding: Town Park Fence

Dear Mr. Ballowe:

Per your request and our site visit, Armor Fence is pleased to offer our quotation for fencing at the Town Park as follows:

Tennis Court Fence

Supply labor and materials to remove the existing fence and install NEW 10 ft. high galvanized chain link fence around the existing tennis court:

Total price for labor and materials for NEW fence, would be \$16,225.00

Total price for removal and disposal of existing, would be \$1,880.00

Diamond #5

Supply labor to take down and dispose of all fencing at Diamond #5,
for the sum of \$1,515.00

Batting Cage(s)

Supply labor and materials to install 4 ft. openings in Batting Cage fencing for Baseball
Diamonds, for the sum of \$525.00/each

I hope the above meets with your requirements and approval. Please call should you have any questions.

Sincerely,

ARMOR FENCE COMPANY OF W.N.Y., INC.

Millie Blaszczyk
President

Summary of Contract Changes

- Cover Page
- Contract Period 1/1/2018 – 12/31/2020
- P.G. 1 This Agreement. Date Change
- P.G. 15 Article XXI Sick Leave
- P.G. 17 Article XXV Health Insurance
- P.G. 19 Article XXXI Compensation
- P.G. 20 Article XXXII Longevity
- P.G. 21 Article XXXVII Termination and Modification
- Date Change
- P.G. 22 Signature Page

Prepared by Local 14

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF BOSTON

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL 17

AFL-CIO



**FROM: JANUARY 1, 2018
TO: DECEMBER 31, 2020**

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THIS AGREEMENT is made and entered into this 1st day of January, 2018 by and between THE TOWN OF BOSTON (hereinafter called the TOWN), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 17 (hereinafter called the UNION): and has as its purpose the promotion of harmonious relations between the TOWN, the employees, and the UNION, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of wages, hours, and other conditions of employment

This Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the provisions of the Laws of the State of New York and non-conflicting local laws and ordinances of the TOWN.

The use of the personal pronoun of one gender in this Agreement is intended and shall be construed to apply to both genders.

ARTICLE I LEGISLATIVE REQUIREMENT

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II RECOGNITION

The TOWN recognizes the UNION as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all the terms and conditions of employment for all of the full time TOWN Highway Department employees employed in the MEO, Truck Driver and Laborer classifications, excluding Highway Superintendent, Deputy Highway Superintendent, and all clerical employees.

ARTICLE III MANAGEMENT RIGHTS

Except as expressly limited by specific provision of this Agreement, all of the authority, rights, functions, and responsibilities already possessed by the TOWN are retained by it, including but not limited to the right to determine the nature, mix and extent of services and raw materials to be contracted for and/or purchased by the TOWN; to determine the purposes, objectives, and policies of the TOWN; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the TOWN'S business, to change existing or introduce new equipment, operations, methods, processes, or facilities-, to hire, retain, promote, to assign and reassign work within a classification, to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this Agreement, to direct, deploy and utilize the work force (assign employees to work in other departments than the department they are normally assigned to by job

title); to establish specifications for each class of positions; to schedule operations and change work schedules; to layoff and recall; terminate, discipline, or demote employees for just cause.

Due to the difficulty in determining work load requirements, emergencies, lack of necessary parts and equipment, expertise, capability, capacity and personnel, etc., the TOWN retains the right to subcontract bargaining unit work in order to provide services to the community, provided, however, that if any employee laid off in the last six (6) months can perform this work the TOWN may not subcontract when to do so would cause an employee subject to this agreement to be laid off.

It is understood and agreed that the TOWN shall have the right, from time to time, to publish work and/or safety rules and other regulations necessary to effect its management rights heretofore expressed, provided that such rules and regulations shall be reduced to writing, and publishing to employees prior to the effective date of such regulations, provided these rules and regulations shall not be contrary to the specific provisions of the Collective Bargaining Agreement.

It is understood that the exercise or non-exercise of rights hereby retained by the TOWN shall not be deemed a waiver of any such right or prevent the TOWN from exercising such rights in any way in the future.

It is understood the TOWN may supplement the workforce with part time, seasonal, temporary or full time non-unit employees.

The Deputy Highway Superintendent is a working position. The Deputy Highway Superintendent may do bargaining unit work as long as said work does not deprive any bargaining unit member of work or overtime or any laid-off bargaining unit member from returning to work.

ARTICLE IV AGENCY SHOP AND DUES CHECK-OFF

The UNION having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members off the UNION, the amount equivalent to the dues levied by the UNION and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to the UNION. The fiscal officer making such deductions will transmit these amounts to the UNION, at 5959 Versailles Road, Lakeview, New York 14085. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the UNION. The UNION agrees to hold the TOWN safe and harmless from any liability for making such deductions.

The TOWN will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues, and fees of the UNION, and will transmit these monies to the UNION at 5959 Versailles Road, Lakeview, NY 14085.

No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the TOWN by an authorized officer of the UNION.

An authorization on file with the TOWN shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the TOWN.

As to any disputes between the TOWN and any employee or employees or third parties, the UNION shall defend and save the TOWN harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the TOWN to comply with the terms of this Article or in reliance on a certification issued by the UNION. The TOWN agrees to deduct monthly dues from members' wages and submit with working dues.

ARTICLE V GRIEVANCE & ARBITRATION

Grievance Procedure

For the purpose of this Agreement, a grievance is defined as any dispute arising, over the interpretation, application, or meaning of any provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.

All written grievances shall be submitted on a grievance form approved by the TOWN and the UNION, and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provisions of the agreement to which the grievance applies.

If a decision at one step is not appealed to the next step of the procedure within the time limits specified, the grievance shall be deemed to be discontinued and further appeal under this agreement, or otherwise, shall be barred.

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allocated had the decision been communicated on the last day of the specified time period.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

Time limits within the grievance procedure may be extended by mutual agreement.

No grievance will be entertained, and such grievance will be deemed waived, unless the grievance is presented at Step One within five (5) work days after the employee knew or should have known of the act or condition on which the grievance is based.

PROCEDURE:

1. An aggrieved employee shall present his grievance to his immediate supervisor. Such aggrieved employee shall be permitted to be accompanied by the UNION Steward if the aggrieved employee so desires.

2. If no satisfactory settlement is reached at step one, then the grievance shall be reduced to writing and submitted directly to the Highway Superintendent within five (5) workdays after the step one meeting. The Highway Superintendent shall meet with the aggrieved employee regarding the merits of the grievance. The aggrieved employee shall be permitted to be accompanied by the Steward if the aggrieved employee so desires. The Highway Superintendent shall submit an answer in writing within five (5) work days after receipt of the written grievance, a copy of which will be provided to the aggrieved employee and to the UNION Steward.
3. Should the grievance remain unresolved, within five (5) work days after the Step 2 answer, the matter may be submitted to a designated UNION representative and the TOWN Board or its representative who shall meet within twenty (20) work days after such submission and earnestly attempt to adjust the grievance. An answer shall be made within twenty (20) workdays after such meeting.
4. If the grievance is not resolved at Step 3 and is not subject to arbitration, then the UNION shall have the right to submit the grievance to mediation within ten (10) days. The request for mediation may be made to either, PERB, FMICS or NYS Mediation. The mediator shall provide both parties with an opportunity to present their position regarding the grievance. The mediator will make a written recommendation to the Boston TOWN Board, which shall make the final decision regarding the grievance.

If the grievance is not resolved at Step 3 and the grievance involves a disciplinary suspension of three (3) days or more, or discharge, the UNION shall have the right to submit the dispute to arbitration by serving a Demand For Arbitration on the TOWN within ten (10) working days after its receipt of the TOWN'S written answer.

Arbitration Procedure

Within ten (10) work days after receipt of such a Demand For Arbitration, the TOWN and the UNION shall attempt to select an arbitrator by mutual consent. Failing that, the UNION shall forthwith request a panel of seven (7) arbitrators from the Federation Mediation and Conciliation Service. Upon receipt thereof, the parties shall alternately strike names from the list until one remains who shall arbitrate the dispute. Each party has the right to reject one list of arbitrators.

The arbitrator so chosen shall have jurisdiction and authority to render a decision on the grievance, but shall not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of the Agreement.

The decision of the arbitrator shall be final and binding upon the parties and the cost of the arbitrator's services shall be shared equally by the UNION and the TOWN.

The expense of witnesses and representatives of either side shall be paid for by the parties producing such witnesses or representatives.

Any time limitation in the grievance and arbitration procedures may be extended by mutual consent.

ARTICLE VI DISCIPLINE AND DISCHARGE

The Union hereby agrees to waive all rights of current or future employees within the bargaining unit in processing disciplinary action through §§ 75 and 76 of the Civil Service Law. The TOWN and the UNION agree to substitute the rights for such employees under §§ 75 and 76 of the Civil Service Law, with the Grievance and Arbitration procedure of this Agreement.

An employee shall only be disciplined or discharged for just cause. An employee shall not be disciplined or discharged for acts which occurred more than twelve (12) months prior to the notice of discipline or discharge, unless such acts of misconduct or incompetency would constitute a crime pursuant to the laws of the State of New York; provided however that notice of discipline or discharge may be brought within twelve (12) months of the discovery of an act of incompetency or misconduct by the TOWN. Records of disciplinary actions shall remain in the employees personnel file but the TOWN shall not take into account any disciplinary action that was taken against the employee occurring more than three (3) years prior to the date of discipline. At the time the action is taken, the employee may request the presence of an appropriate union representative, if the employee so desires.

ARTICLE VII NO-STRIKE NO-LOCKOUT

The UNION recognizes the status of the TOWN of Boston employees as "public employees" and the provisions of the law applicable thereto.

The UNION or employees shall not engage in a strike, nor cause, instigate, encourage, or condone one or interfere with the operations of the TOWN, such as work stoppage, sick-out, curtailment of work, or interruption of work of any kind. The UNION shall use every effort to have any of the foregoing prohibited practices terminated, including the prompt direction of its members to return to normal work.

Any employee doing the foregoing prohibited practices shall be subject to discipline through and including discharge.

During the life of this Agreement, the TOWN shall not lock out any of its employees for any reason.

ARTICLE VIII UNION BUSINESS AND VISITATION

The TOWN agrees to permit the steward or his designee in his absence, a reasonable amount of time from their work duties for the purpose of grievance investigation or the administration of the Collective Bargaining Agreement. Prior approval will be requested from the Highway Superintendent or his designee prior to the investigation.

A representative of the International UNION of Operating Engineers shall request permission from the department head prior to visiting employees in the unit covered by this Agreement during work hours.

It is understood between the TOWN and the UNION that TOWN work duties and services hold a priority over grievance investigation or contract administration during working hours.

ARTICLE IX BULLETIN BOARD

It is agreed that the UNION may use one bulletin board in the Highway Department lunchroom, provided by the TOWN, for the purpose of posting official UNION notices. Such notices will have the approval of the UNION Steward and Highway Superintendent or his designee.

ARTICLE X RESIDENCY REQUIREMENT

At all times employees employed in the unit covered by this Agreement must maintain their principal place of residence within the corporate limits of the TOWN of Boston, as a condition of continued employment.

ARTICLE XI SENIORITY

Probationary Period:

All new employees shall be considered as probationary employees during their first twenty-six (26) weeks of employment or as provided by Civil Service Laws, Rules, and Regulations. Such employees may be dismissed or disciplined by the TOWN, which shall not be subject to the grievance procedure within this Agreement or protection under Civil Service Laws, Rules, and Regulations. Probationary employees do not have seniority.

Seniority:

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in which seniority shall be defined as the length of an employee's continuous full time service with the TOWN. Seniority shall not accrue during periods of layoff or unpaid leave of absence.

Termination of Seniority:

Seniority shall be broken for the following reasons:

- a) If the employee resigns, including retirement.
- b) If the employee is discharged.
- c) If an employee is absent for three (3) consecutive work days without the proper notification or satisfactory reason, accepted solely by the TOWN, for not notifying or reporting.
- d) If an employee fails to report for work within five (5) consecutive days of mailing of notice of recall from layoff by certified mail.

- e) If an employee is laid off for a period which exceeds his recall rights, if any, as provided for in this Agreement.
- f) If an employee fails to return to work from a leave of absence without pay in accordance with the leave of absence without pay provisions provided for in this Agreement.
- g) If an employee intentionally furnishes false information.
- h) Exempt class employees shall not have access to the grievance procedure within the Agreement for termination of employment.

ARTICLE XII ELIGIBILITY FOR BENEFITS

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (1st) of the month following the completion of their probationary period. Benefits as provided in this Collective Bargaining Agreement will, unless otherwise provided herein, continue provided an employee is working and receiving their normal pay from the TOWN.

ARTICLE XIII HOURS OF WORK

The normal workweek shall be forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days or, when mutually agreed to, four (4) ten (10) hour workdays. The normal work shift shall be 7:30 A.M. to 4:00 P.M.

All employees shall have an unpaid lunch period of one-half (1/2) hour. It is understood when working in another TOWN, employees will bring their lunch with them.

Employees shall be entitled to two (2) fifteen (15) minute break periods each work day. The department head will determine the location of the break period.

The TOWN may establish other start times, break times and/or shifts. The TOWN shall have the ability to change an employee's shift with two week notice, unless the employee and the department head agree in writing to a shorter period.

Employees shall be granted a fifteen (15) minute personal clean-up period, including travel time, prior to the end of the work day.

Volunteer firefighters shall be allowed to respond to an emergency call within the Town of Boston without loss of pay or benefits. An employee who is a volunteer firefighter shall return to work as soon as possible after the emergency is resolved. Emergency Squad members may leave work if the squad is toned out.

During the winter months, a minimum of two (2) employees shall be assigned per shift.

ARTICLE XIV LAYOFF AND RECALL

When a permanent employee in the competitive class of Civil Service is to be laid off on a long-term layoff, one (1) week or more, Civil Service Law, Rules and Regulations will govern the layoff procedure of such employee.

When an employee is in the non-competitive class or labor class of civil service and is to be laid off on a long term, layoff, one (1) week or more, he/she shall be permitted to replace an employee with less TOWN seniority in the same classification (job title) as follows.-

1. The employee with the lowest seniority in that classification (job title) shall be laid off first, provided the remaining employees meet or exceed the job requirements of the TOWN and are qualified and have the ability to perform the duties of the remaining employees in the position.
2. Where the employee is the least senior employee in a particular classification (job title) and is scheduled to be laid off, he/she shall be permitted to bump an employee in a lower rate job classification (job title) with less seniority, provided he/she meets or exceeds job requirements of the TOWN and is qualified and has the ability to perform the duties of said position. An employee who bumps in accordance with the above procedure shall be paid the comparable step of the lower paying job.
3. If the above fails to produce a bumping opportunity for said employee then he/she shall be laid off. The employee with a bumping opportunity shall have the discretion as to whether to exercise this option.
4. Employees who are on layoff shall have a right to be recalled to work in the reverse order of their layoff provided they meet or exceed job requirements for the vacancy and are qualified and have the ability to perform the duties of said position. Recall rights for employees on layoff will be equal to their length of seniority or eighteen (18) months, whichever is shorter.

Recall for competitive class employees will be in accordance with Civil Service Law, Rules, and Regulations.

For a temporary layoff, less than one (1) week, employees shall be laid off on the basis of length of TOWN service within a classification (job title), provided the remaining employees can perform the required work. Such employee affected by the foregoing shall be permitted to work in a lower paying classification (job title), and paid the appropriate rate, provided that in the sole discretion of the Highway Superintendent or his designee, there is sufficient additional work to be performed in such lower classification and the employee(s) involved possess(es) the ability to perform the job involved.

ARTICLE XV OVERTIME AND PREMIUM PAY

All employees are expected to work overtime, and to be available to work in times of emergency declared by the Highway Superintendent or the TOWN Supervisor.

All overtime must have prior approval from the Highway Superintendent or his designated representative.

All hours actually worked in excess of forty (40) hours in a work week and/or eight (8) hours in a work day shall be compensated at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay. Paid holidays, vacations, personal leave, bereavement leave and jury duty shall be limited to a ten day maximum) shall be considered time worked for the purpose of calculating overtime. Sick time shall also be considered time worked for the purpose of calculating overtime, subject to the approval of the Highway Superintendent. There shall be no pyramiding of overtime.

Overtime may be offered to the employees normally engaged in the performance of the work and/or assignment that is to be done on any overtime basis. There will be an attempt to equalize the distribution of overtime offered by occurrence. However, the Highway Superintendent will determine the length of time an employee can work overtime.

The distribution of overtime will be considered on a monthly basis in order that appropriate adjustments may be made during the following months. The revised overtime procedure will become effective on the first day of the first full month after the signing of this Agreement.

- (a) An overtime list shall be used to assure that all employees will have an equal opportunity for overtime.
- (b) Overtime work, which becomes available, shall be offered to the employee who has the least number of hours on the overtime list. Such employee, if accepting the overtime, shall be charged with the number of hours worked.
- (c) If an employee is requested to work overtime and does not accept, an "R" shall be marked on the overtime list along with the amount of hours that would have been worked by the employee. The rotation shall then continue.
- (d) Call-in's where an employee actually works on an overtime basis will have the number of hours worked noted on the overtime list.
- (e) All overtime hours worked, including circumstances that may afford little lead-time, such as work in progress, will be noted on the overtime list.
- (f) It is understood that it is possible that when the overtime hours are tabulated each month, that all employees may not have the same amount of overtime hours but the record shall show that reasonable effort was made so that each employee had an equal opportunity to work overtime.
- (g) Should an employee identify that he/she has been bypassed for overtime work in the procedure noted above, that if verified, such employee shall be offered the next available opportunity at overtime work.
- (h) It is recognized that in situations of an emergency nature and/or situations where work in progress would be the most appropriate way to address the completion of assignment, that those people most readily available to complete the work will be retained to complete the work and those hours will be noted on the overtime list.

- (i) At the end of each payroll year, the overtime time list shall be reviewed. The employee who has the least number of overtime hours on the list will have his number reduced to zero. An equal number of hours shall be reduced from the overtime list for each other employee of that job classification.
- (j) The employee shall provide the Town of Boston Highway Department a list of the numbers (up to 3 designated phone numbers) the employee wants called to be notified of the available overtime. The Highway Department representative shall call all of the designated phone numbers in trying to reach the employee to notify the employee of the overtime. The Highway Department representative shall log the call(s) into the Overtime Log Book. The Overtime Log Book shall contain the phone numbers called, the date and time of the calls, and who made the calls. The Log Book shall also be marked with "NA" for "NO ANSWER," "NH" for "NOT HOME" or "A" for "ACCEPTED." If the employee cannot be reached an "R" for "Refused" shall be marked on the overtime list. However, if all of the employee's designated phone numbers are not called or the above required notations are not placed into the Log Book, an employee who cannot be reached shall not have an "R" placed next to the employee's name on the overtime list. The Union representative may request a copy of the log.

Employees will be required to work overtime during any declared snow emergency and at all other times when requested by the Highway Superintendent, with the following exception (not applicable to declared snow emergencies). At the beginning of each calendar year, each employee will be given nine (9) overtime credits. Each overtime credit can be used at the discretion of the employee to decline overtime for one (1) twenty-four (24) hour period. Only one (1) overtime credit can be used during any twenty-four (24) hour period, unless agreed to by the Highway Superintendent. No credits may be utilized during a snow or other highway emergency (e.g. flood emergency) declared by the TOWN Supervisor or Highway Superintendent. If more than one (1) employee submits an overtime credit for the same twenty-four (24) hour period, the most senior employee will be allowed to decline overtime.

When an employee is called into work compensable overtime, the employee shall be paid thirty (30) minutes for travel time provided that the employee arrives within thirty (30) minutes from the time of the call out. Such travel time shall be included as part of the three (3) hour guarantee for being recalled to work. There shall only be one thirty (30) minute call in travel time permitted per day 12:00 a.m. to 11:59 p.m. on any said day all other call ins will allow two (2) hours to show up.

The premium for being recalled to work is a guarantee of three (3) hours of work.

An employee may request to be paid for overtime hours worked by accruing compensatory time. Each hour of overtime worked will result in the accrual of one and one half hours of compensatory time. An employee may accrue compensatory time up to a maximum of forty (40) hours. Employee must advise the TOWN no later than December 1st of intention to take compensatory time. The scheduling of compensatory time will be subject to the approval of the Superintendent. Employee will be paid for overtime unless the time is reported as compensatory time by December 1st. Payment shall be made by Dec. 31st.

Employees may be required to carry a pager.

ARTICLE XVI HOLIDAYS

Employees shall be entitled to the following paid holidays at their normal daily rate.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Independence Day
Labor Day	Christmas Day
Good Friday	Election Day

- a) When any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. When one of the above holidays falls on Sunday, the succeeding Monday shall be observed as the holiday.
- b) Whenever any of the above holidays shall fall during an employee's vacation period, then the employee shall, in addition to his pay for such a day, receive a lieu day, to be taken at the employee's option provided two (2) weeks notice is given to the Highway Superintendent.
- c) When an employee is required to work on Christmas, he/she shall receive double time. Christmas shall include the twenty-four hour period starting at 12:01 a.m. on December 25. When an employee is required to work on any of the other above-observed holidays, he/she shall receive time and one-half (1 1/2) for all hours worked during that holiday.
- d) Employees must work their scheduled day before and after a holiday in order to receive holiday pay, except for vacation days or personal days and extenuating circumstances. Hospitalization (with appropriate proof) is considered an extenuating circumstance.

ARTICLE XVII VACATION

Vacations will be granted to employees according to the following provisions:

The vacation year shall be the calendar year.

Length of continuous full time service with the TOWN of Boston at the employee's anniversary date will determine vacation entitlement for that anniversary year.

Continuous F/T Service

One (1) year
Two (2) years
Five (5) years
Ten (10) years
Fifteen (15) years
Twenty (20) years
Twenty-one (21) years

Vacation Entitlement

Five (5) days
Ten (10) days
Fifteen (15) days
Eighteen (18) days
Twenty (20) days
Twenty-one (21) days
Twenty-two (22) days

Twenty-two (22) years
Twenty-four (24) years
Twenty-five (25) years

Twenty-three (23) days
Twenty-four (24) days
Twenty-five (25) days

In calculating the time allowed for vacation, intervening holidays will not be counted as vacation days.

The Highway Superintendent shall post the vacation calendar on or about January 1st of each year. Employees may designate their vacation time on the calendar and seniority shall apply if designated by February 15. Time requested after February 15 shall be on a first come - first serve basis. The Highway Superintendent will post the employees' designated vacation time by the end of February. It is agreed that one (1) employee will be allowed off on vacation during any period of time. The Highway Superintendent will determine how many employees will be off for any reason over the one (1), or may deny scheduled vacation time when, in his/her determination, the vacation time will adversely affect the operation of the department. Employees shall be able to take vacation in one (1) day increments provided they give forty-eight (48) hours notice and receive the approval of the Highway Superintendent. Vacation time may not be requested prior to the date when such vacation has been actually earned.

Vacation time shall not be cumulative, and if not taken, expires at the end of the employee's anniversary date.

In the event of the death of an employee, payment for unused vacation shall be made to the employee's estate.

An employee who voluntarily leaves TOWN employment, retires, or resigns, must give two (2) weeks notice to the Highway Superintendent prior to termination in order to be eligible for unused vacation pay. Any unused vacation shall be held by the TOWN until all TOWN equipment and apparel has been returned. A discharged employee will not be entitled to unused vacation.

Should an employee become sick or injured during a vacation period, the vacation will not be rescheduled. The Highway Superintendent may consider rescheduling an employee's vacation time due to the circumstances involved. The decision rests solely with the Highway Superintendent.

ARTICLE XVIII PERSONAL LEAVE

Employees shall be permitted five (5) personal days per anniversary year, non-cumulative, under the following conditions:

- a) Employees who have completed their employment probationary period shall be entitled to two (2) personal leave days within that anniversary year. Following, that anniversary year they shall be entitled to five (5) days per anniversary year.
- b) Requests for personal leave must be submitted in writing to the Highway Superintendent as soon as possible, but at least seventy-two (72) hours in advance of the time off. The department head will notify the employee of his decision within twenty-four (24) hours of submittal. The

department head may waive the seventy-two (72) hour requirement due to extenuating circumstances.

- c) An employee will not use personal leave in less than one (1) hour increments.

ARTICLE XIX BEREAVEMENT LEAVE

Employees will be granted bereavement leave, with pay, not to exceed five (5) consecutive working days due to the death of the employee's husband, wife, parent, step parent, child, brother or sister.

Leave with pay, not to exceed three (3) consecutive work days due to the death of the employee's grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any blood relative residing in the employee's household.

Provided:

- a) The employee attends the funeral or memorial service.
- b) The above days must include the day of the funeral or memorial service.
- c) With the exception of scheduled vacation time, bereavement leave shall not apply during periods when the employee involved is absent from work within the language of the Collective Bargaining Agreement.
- d) Bereavement leave shall not be extended by any provision of the Collective Bargaining Agreement.

ARTICLE XX JURY DUTY

A full time employee who has received notice of jury duty in either state or federal court shall be compensated by the TOWN of Boston, in an amount of money equal to the difference, minus taxes, between the employee's regular pay and the compensation such employee receives for jury duty. Compensation for such jury service shall not include any reimbursement for mileage paid to the employee in the course of his/her service as a juror.

When an employee is excused from jury service on any day during his/her term on jury duty, they shall report for work.

The employee shall present proof of service by a jury duty notice summons, certificate of jury service, and the amount of pay received for such service.

When an employee receives notice that he/she is to report for jury duty, he shall notify the Highway Superintendent immediately. An employee shall be requested by the TOWN to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e. winter months or emergencies requiring the employee's presence).

The amount of time that an employee spends on jury duty shall be considered to be actual working time, except for purposes of worker's compensation and overtime pay.

The above terms shall not apply to any employee who volunteers to serve as a juror.

ARTICLE XXI SICK LEAVE

Employees shall earn sick leave at the rate of one (1) day per full calendar month of completed working service. Employees shall earn an additional one-quarter (1/4) day of sick leave for every calendar month of completed working service in which the employee does not use sick leave and is not tardy. Paid holidays, personal leave, vacation, bereavement leave, and jury duty, as set forth in the contract, shall be considered as time worked.

Probationary employees shall not earn sick leave days.

Sick leave days may be accumulated for a total of not to exceed one hundred and sixty-five (165).

Sick leave days may not be used in intervals of less than one (1) hour.

Sick leave shall not be used for any purpose other than legitimate illness or injury. Employees shall contact the office of the Highway Superintendent by telephone at least two (2) hours prior to their scheduled starting time and report the reason for the absence.

The Highway Superintendent shall be required to maintain a record of all absences *and* shall have the responsibility to determine whether or not such lost time shall be paid for.

Sick leave may be used, provided the employee can be released by the Highway Superintendent, for a serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include the parent, spouse brother, sister, son, daughter, or grandparent who is and has been an actual member of the employee's household for at least six (6) months.

Sick leave may also be used in the event the employee is quarantined or has medical or dental issues. Employees will be required to provide a physician's statement which sets forth the reasons for sick leave or absences of three (3) days or more. However, a physician's statement may be required for employees with habitual and/or repetitive absences.

Employees who are unable to perform the duties of their employment because of injuries arising out of or in the cause of employment and who receive workers' compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, for actual lost time, chargeable to sick leave on a pro-rata basis. The Town of Boston will provide health insurance coverage for six (6) months if an employee has a minimum of one hundred (100) days of accumulated sick leave at the time of retirement.

At the Employees option: the Town shall reimburse employees at a rate of 100% for all unused sick leave days. Lump sum check or deposited into his/her HSA card. To be paid within (30) thirty days of retirement or any employee who has a minimum of one hundred (100) days of accumulated sick leave at the time of retirement will have the additional option to choose either health insurance coverage for six (6) months or the retirement benefit as stated in (Section 41j) of the New York State Retirement and Social Security Law as described in Article XXX of this agreement. Eligible employees shall have the option of choosing either benefit, but only one. If no valid selection is made in writing at least three (3) months before retirement, the retiring employee will receive the 41(j) benefit.

ARTICLE XXII SICK LEAVE BANK

In the event an employee has exhausted all of his sick leave credit, vacation and personal leave, he may then apply for further sick leave from the sick bank created herein, providing, he is a member of said sick bank.

Creation: A sick leave bank will be established effective January 1, 2001.

Contribution:

1. An employee must, in order to join the sick leave bank, contribute two (2) sick leave days from their current accumulated sick leave beginning January 1, 2001. There will be no contribution made by the Town.
2. Every year thereafter a member of the sick bank must contribute one (1) sick leave day between January 1 and January 31, in order to continue as a participant in the sick leave bank.
3. Contribution to the sick bank (except for contribution from new participants in the bank) shall be suspended in any year that the total accumulated number of sick days in the bank exceeds three hundred (300) sick days. Contributions will be resumed at any time that the accumulated total number of sick days in the sick bank falls below two hundred fifty (250) sick days. An employee may contribute additional sick days to the sick leave bank without limitations.

Purpose:

The establishment of said sick leave bank is to aid the employees who suffer a prolonged illness or injury, have not abused sick leave in the past and whose regular sick leave, vacation and personal leave days have been exhausted and is to be administered in that fashion and the provisions contained herein shall be interpreted to benefit the employees designed to be protected.

Qualifications:

To be a member, an employee must be a current contributor to the sick leave bank in accordance with the terms noted above. Contributions are to be made automatically between January 1 and January 31 in each year. An employee entering the bank after January 2001, other than a new employee (covered by membership below) must match an initial members total contributions of days in the year that said employee joins the sick leave bank. Once you have joined the sick bank, you must give written notification to withdraw from the bank.

Limitations:

An employee may, in writing, make application to the sick leave bank committee with adequate substantiation, to request an extension of sick days from the sick bank, after their own sick leave days

accumulation, vacation, and personal leave days have been exhausted because of illness or injury of a prolonged nature.

MEMBERSHIP:

One (1) full year of employment will be required for membership in the sick leave bank and in order to join, a new member must initially contribute two (2) sick leave days.

APPLICATIONS

All applications for extended sick leave from the sick leave bank must be filed with the sick leave bank committee who shall render their decision. The sick leave bank committee, when convened, will consist of two (2) members appointed by the TOWN and two (2) members appointed by the UNION. The approval of extended sick leave must receive a majority vote of the sick leave bank committee. Their decision is final and binding and not subject to the grievance procedure within this Collective Bargaining Agreement.

ACCOUNTING:

The Supervisor of the TOWN of Boston will provide the Steward of the bargaining unit with an accounting of the number of days in the sick leave bank, in writing, on or about February 15 of each year.

ABOLISHMENT:

In the event the sick leave bank should be abolished, all sick leave days remaining in such bank shall be divided equally among those employees who are participants in the bank on the date the abolishment occurs.

ARTICLE XXIII LEAVE OF ABSENCE WITHOUT PAY

Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave of absence without pay shall be granted rests solely in the discretion of the TOWN; except for leave requested for reasons of illness or disability that, prevents the employee from performing the usual and customary duties of his employment based upon an opinion by a licensed physician so certifying. Said opinion shall provide a projected date for the employee's return to work. A leave of absence based upon illness or disability shall not extend beyond the date when the employee is medically cleared to return to work. The TOWN shall have the right to an independent medical examination at TOWN expense to verify any application for a leave of absence based upon illness or disability. The TOWN shall render determinations on requested leave of absence without pay within thirty (30) calendar days.

Employees shall not earn or accrue seniority and / or other benefits under this Agreement during a period of leave of absence without pay. Upon return to work upon completion of leave of absence without pay, such employee shall have such seniority rights enjoyed at the time such leave commenced. An employee shall notify the TOWN at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report.

The failure of an employee to return to work within three (3) consecutive working days after expiration of the leave shall be considered as a voluntary quit.

A leave of absence without pay may be extended only by mutual agreement of the parties.

ARTICLE XXIV MILITARY LEAVE

Military leave benefits shall be available to all employees to the extent that such benefits are mandated by law.

ARTICLE XXV HEALTH INSURANCE

The Town shall offer the following Health Insurance Coverage:

Effective January 1 2012, the Town shall offer (at no cost to each current employee) the Blue Cross/Blue Shield Aqua 26/26 Plan, which includes three tier prescription coverage of \$15/\$50/50%, a \$500 single/\$1000 per year family start up allowance, and an HRA Plan with a debit card and an accumulative evergreen account of \$1,500 per year maximum deposit for single; \$3,000 per year maximum deposit for double, EE and Children, or full family.

Employees who are eligible at retirement shall receive the balance of their accumulative evergreen account.

Employees who leave service or who are terminated for just cause, shall not be eligible to receive the balance of their evergreen account.

Employees hired on or after January 1, 2012 shall be required to contribute (15%) of the premium cost, on a pre-tax basis.

Effective January 1, 2018 – December 31, 2020 employees shall contribute (2.5%) of the premium cost, on a pre-tax basis.

ARTICLE XXVI WORK CLOTHING

The TOWN agrees to furnish each employee with the following:

- a) One (1) pair of gloves
- b) One (1) hard hat
- c) Three (3) pairs of coveralls and a cleaning service.

d) A steel toe work boot allowance of up to \$175.00 per year with a signed voucher and original sales receipt.

Annual work boot allowance may be rolled over for two (2) years, for a maximum of \$350.00 reimbursement, with signed voucher and original sales receipt.

Additional equipment or clothing shall be at the discretion of the Department Head or designee. Damaged or worn out articles shall be replaced on an as needed basis, as determined by the Department Head. Damaged or worn out articles must be turned in before a replacement could be considered. Each employee shall be responsible to maintain such equipment and clothing in good condition. If abused, the employee will be responsible for the replacement articles.

ARTICLE XXVII PERSONNEL FILES

Employees, upon request, shall be permitted to review their personnel file, provided that the examination of the file shall be by appointment only; shall take place only in the office designated by the Highway Superintendent; and shall take place in the presence of a designated representative of the TOWN. The employee may be accompanied by a representative of their choice.

Nothing can be removed from the file and employees may submit materials for inclusion in their file which are pertinent to performance and qualification.

ARTICLE XXVIII DEFERRED COMPENSATION

The TOWN will offer a deferred compensation plan. The continuation or termination of such plan, and the company to provide investment, trust, and administrative services, shall be at the complete discretion of the TOWN of Boston TOWN Board.

ARTICLE XXIX WORKERS COMPENSATION

Workmen's Compensation benefits shall be available to employees covered by this Agreement to the extent mandated by law.

ARTICLE XXX RETIREMENT

Provided such a retirement program is available, the TOWN agrees to provide and maintain a retirement plan for all employees represented by this Agreement pursuant to Section 75-i for Tier 1 and 2 employees and Article 14 and 15 for Tier 3 and 4 employees.

As soon as practical following the execution of this Agreement, the TOWN shall provide 41-(j) (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law.

Additional Service Credit - Employees will have unused sick leave added to their service credits on a day for day basis, up to a maximum of one hundred sixty-five (165) days as provided in Section 41. Subdivision 0) of the Retirement and Social Security Law.

ARTICLE XXXI COMPENSATION

Increase wages as follows:

Effective 1/1/2018 - (3%) per year for all classifications.

Effective 1/1/2019 - (3%) per year for all classifications.

Effective 1/1/2020 - (3%) per year for all classifications.

The night shift premium shall be (1.50) per hour.

Job titles and the hourly rate of pay for the term of this Agreement shall be as follows:

	MEO I	MEO II	MEO III	MEO IV	MEO V
2018	\$22.47	\$23.74	\$25.03	\$26.29	\$27.58
2019	\$23.15	\$24.45	\$25.78	\$27.07	\$28.41
2020	\$23.84	\$25.19	\$26.55	\$27.89	\$29.26
	Truck Driver I	Truck Driver II	Truck Driver III	Truck Driver IV	Truck Driver V
2018	\$16.72	\$17.75	\$18.76	\$19.79	\$20.83
2019	\$17.22	\$18.28	\$19.32	\$20.38	\$21.45
2020	\$17.73	\$18.83	\$19.90	\$20.99	\$22.09
	Laborer I	Laborer II	Laborer III	Laborer IV	Laborer V
2018	\$13.31	\$14.10	\$14.84	\$15.63	\$16.36
2019	\$13.71	\$14.52	\$15.29	\$16.09	\$16.85
2020	\$14.12	\$14.96	\$15.75	\$16.58	\$17.35

There is a \$1.50 2nd shift premium.

No current employee shall be demoted in title or suffer any reduction in pay pursuant to the execution of this Agreement. Employees shall receive their pay checks on or before Noon of each regular payday as established by the TOWN Board. The TOWN may offer direct deposit to the Employees.

The Highway Superintendent or his designee may assign an employee to perform the duties of acting supervisor for a period of eight (8) hours or more. The person so assigned shall receive forty cents (\$.40) per hour in addition to the employee's normal hourly rate of pay for the hours worked.

The Highway Superintendent within his sole discretion may assign an employee from time to time to be the Lead Man. Such Lead Man will receive an additional premium of (\$2.00) per hour for each hour paid while so designated.

In the absence of the Highway Superintendent for three (3) consecutive days or more a Lead Man shall be assigned to direct the work force, who shall receive an additional premium of two dollars (\$2.00) per hour for each hour paid while so assigned_

An employee may be hired at any step of the pay grade.

Employees shall be moved from one (1) step to the next higher step within their classification, on their anniversary date, unless the Highway Superintendent shall advise the TOWN Board in writing prior to the employee's anniversary date, (a copy of which shall be forwarded to the employee) that the employee should not be allowed a step increase. In the event of such action by the Highway Superintendent the Employee may petition the TOWN Board, within 15 days of his/her anniversary date, for a hearing at which the TOWN Board shall, by majority vote, either affirm the action of the Highway Superintendent or grant the Employee a step increase. The decision of the Town Board shall be final and binding.

Upon written recommendation of his/her Department Head and subsequent approval of the TOWN Board an employee may be granted a one (1) or more step increase prior to his/her anniversary date. An Employee is limited to one (1) such additional move in any one (1) fiscal year.

Moving on steps would be on the employee's anniversary date.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee a rate increase. The effective date of starting in this new job title would now become the annual date for movements in steps in that pay group.

ARTICLE XXXII RETROACTIVITY

The TOWN shall pay the difference between the wages actually paid and the wages scheduled in this Agreement retroactively from January 1, 2018. This payment shall be made to the employees no later than the end of the next full pay period after the Board adopts this Agreement.

ARTICLE XXXII LONGEVITY

All union highway department employees shall receive a longevity payment which will be payable on the anniversary of the employee's employment with the TOWN. The amount of this benefit will equal twenty dollars (\$20.00) for each year of service. The longevity payment will be included in the first paycheck after the employee's anniversary.

Employees hired on or after January 1, 2012 shall not be eligible to receive longevity payments.

**ARTICLE XXXIV
TRAINING**

The Union agrees to make available to all members, free training for which it receives grants.

**ARTICLE XXXV
TOTAL AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the TOWN and the UNION, for the life of this agreement, each voluntarily and unequivocally waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing constitutes the entire Agreement between the parties, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to the Agreement, shall supersede or vary the provisions herein.

**ARTICLE XXXVI
SAVINGS CLAUSE**

If any provision of the Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

**ARTICLE XXXVII
TERMINATION AND MODIFICATION**

This Agreement shall be effective as of the 1st day of January 1, 2018 and shall remain in full force and effect until the 31st day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eight (180) days prior to the termination date that it desires to modify this Agreement. Such notice shall be provided by certified mail.

IN WITNESS WHEREOF, the duly authorized representatives of the Employer and the Union do affix our signatures:

For:
TOWN OF BOSTON

For:
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 17

Martin A. Ballowe
Supervisor

Gary R. Swain
Business Manager

Jay P. Boardway
Councilman

Martin J. Burchalewski
Business Representative

Jeffrey A. Genzel
Councilman

Stephen V. Palmeri
Business Representative

Jason Kedding
Councilman

Date

Zach Munger
Councilman

Date

**RESOLUTION 2017-07
UNPAID BILLS**

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 November, 2017 at 7:30 pm Eastern Prevailing Time there were:

Present: Supervisor Martin A. Ballowe, Councilmen Jay P. Boardway, Jeffrey A. Genzel, Jason A. Keding and Zachary A.W. Munger

Councilman _____ presented the following Resolution and moved its adoption:

BE IT RESOLVED, that the Boston Town Board does hereby request that the Boston Assessor and Erie County Finance Department place the following Unpaid Bills on the 2018 Tax Roll:

2017 Delinquent Water Accounts – Town of Boston:

SBL#	Address	Amount
210.00-3-21	7728 Feddick Road	\$ 15.00
211.10-3-18.1	5569 Southside Drive	\$ 39.28
211.14-1-12.12	7223 Boston State Road	\$ 54.75
212.00-4-24	7675 Eddy Road	\$ 26.22
226.02-3-34	6412 Willow Drive	\$ 27.06
226.04-1-7	6464 Ludon Drive	\$ 30.70
226.20-1-10	6443 Patchin Road	\$ 52.42
241.00-3-46	6304 Hillcroft Drive	\$324.45
242.05-1-13.1	6519 Valley View Lane	\$ 33.42
258.06-3-1.121	9287 Boston State Road	\$183.74
212.00-1-11.11	6551 Ward Road	\$177.03
211.02-2-20	6193 Ward Road	\$ 92.77
212.00-1-19.111	6983 Ward Road	\$192.01
211.02-2-29	6203 Ward Road	\$ 82.04
212.00-1-48	7055 Ward Road	\$191.50
WATER BILL TOTAL		\$1,522.39

Seconded by _____ and put to a vote, which resulted as follows:

Supervisor Ballowe
Councilman Boardway
Councilman Keding

Councilman Genzel
Councilman Munger

RESOLUTION 2017-08
RURAL TRANSIT SERVICE, INC.
2018-2019

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 November 2017, at 7:30 pm Eastern Prevailing Time, there were:

Present: Supervisor Martin A. Ballowe, Councilmen Jay P. Boardway, Jeffrey A. Genzel, Jason A. Keding and Zachary A.W. Munger.

Councilman presented the following Resolution and moved its adoption:

WHEREAS, the Town of Boston has been associated with Rural Transit Service for many years and greatly appreciates the valuable services this program has to offer to our community and,

WHEREAS, Rural Transit Service is a valuable resource for the many senior citizens, handicapped and low income residents who depend on it,

NOW, THEREFORE BE IT RESOLVED, that the Boston Town Board approves using Rural Transit Service for the 2018-2019 year.

Seconded by **Councilman** and put to a vote this resulted as follows:

AYES:

NOES:

Dawn M. Boncal, Town Clerk

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITY

This Application is subject to Approval by the Town Board

*****Application, deposit, plans, layouts and any additional proof from other agencies must be completed and submitted at time of application. Must be a Boston Resident to request use. *****

Name/Organization Quaker Estates (mixed use project) Date 10/23/17

Name of person responsible for facilities Bill Solak
Title Project Manager

Applicant Address 8975 Boston State Rd Po Box 209
Boston, MA 04025

Applicant Daytime Phone # 216-390-0076 # Of Attendees: _____

Date(s) Requested* Wed Nov-8, 2017 Time 6:30pm Type of Event public meeting
Set Up 6:00 pm Take Down 9:00 pm

Sporting Leagues — Please attach Schedule

RCVD OCT 24 '17

****Certificate of Insurance from your organization must be submitted at least 1 week before your 1st sporting event****

*****Please confirm that your dates do not conflict with any Sporting Leagues*****

Baseball—Josh Haeick	649-6170	Football—Chris Desiderio	312-0334
Softball—Paul DiCorso	941-6994	Soccer—John Stressinger	972-0606

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

<input type="checkbox"/> South Boston Park Shelter	<input type="checkbox"/> Boston Town Park
<input checked="" type="checkbox"/> Town Hall Community Room w/ Kitchen	<input type="checkbox"/> Lions Shelter
<input type="checkbox"/> Other _____	<input type="checkbox"/> Small Shelter
	<input type="checkbox"/> Bathroom Facilities
	<input type="checkbox"/> Town Fields

WILL YOUR EVENT HAVE ANY OF THE FOLLOWING: (Check all that apply)

<input type="checkbox"/> Parade	- Who will provide traffic control? _____ (Submit proof in writing from that agency at time of application)
<input type="checkbox"/> Parking (over 50)	- Please submit parking Plan: _____ (This must be approved by Park's Superintendent before submittal to Town Clerk with application)
<input type="checkbox"/> Rides	(Certificate of Insurance from your insurance company must be submitted 1 week before use begins)
<input type="checkbox"/> Fireworks	(Certificate of Insurance from Firework Vendor must be submitted 1 week before your event)
	-Who will provide Fire Stand By? _____ (Submit proof in writing from that agency at time of application)
<input type="checkbox"/> Vendors (over 5)	- Please submit Layout _____ (This must be approved by Park's Superintendent before submittal to Town Clerk with application)
<input type="checkbox"/> Other	- Please indicate on your plan _____ (This must be approved by Park's Superintendent before submittal to Town Clerk with application)

Alcoholic Beverages:
(IF SERVING ALCOHOL, CHECK ALL
THAT APPLY)

Are you serving alcohol?
Are you having a Private Party?
Are you having a Public Special Event?

☐ Yes ☒ No
☐ Yes ☒ No
☒ Yes ☐ No

PLEASE NOTE: ALL parties must submit a Certificate of Insurance 1 week before your event.
Public Special Events serving alcohol must also submit a copy of your NYS Liquor
License 1 week before your event.

Certificates of Insurance: You must list the Town of Boston as additionally insured and the dates of the event must be on the Certificate of Insurance. Your insurance agent can help you with this. The following is a list of Liability amounts needed:

Private Party (Host Liquor)	\$ 500,000
Public Special Event (Liquor Legal)	\$1,000,000
Ride Vendor	\$1,000,000
Fireworks	\$1,000,000
Sporting Leagues	\$1,000,000

FEES & DEPOSIT: A **\$100** deposit/processing fee and **\$25** per day bathroom use fee must be included with this application. These funds will be utilized to cover the cost of bathroom supplies, final clean up and administrative costs. A refund of **\$50** will be returned when facilities are cleaned to the satisfaction of the inspecting authority and, if applicable, return of keys.

KEYS: Keys may be picked up on the business day before the scheduled event and should be returned the first business day immediately following.

COMMUNITY EVENTS SIGN: If your organization needs to use the Community Announcement sign near the Emergency Squad Bldg, the "Request to use Coming Events Sign" application must be completed and submitted to the Highway/Parks Dept. This form can be obtained from the Town Clerk's Office or at www.townofboston.com.

Requests may be submitted after September 1st the year before your event.

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. I will submit to the Town Clerk all Certificates of Insurance and NYS Liquor License if necessary at least 1 week prior to my event. I have contacted the above mentioned sporting leagues and there are no conflicts with dates.

SIGNATURE OF APPLICANT: _____

Upon Completion, please submit to Town Clerk

DEPOSIT AND FEE REC'D _____ APPROVED/DENIED : _____
(date) (date)

INSPECTION: _____ DEPOSIT RETURNED: _____
(date) (date)

Bid Tabulation

Highway Storage Building

10/27/2017

10:00 a.m.

Opened by: James Hannon, Town Engineer

Witnessed by: Dawn Boncal, Town Clerk

<u>Company</u>	<u>Amount</u>
Kirst Construction	\$171,500.00
Walter S. Johnson	\$189,750.00

Bid Tabulation

2018 Pickup Truck

10/20/2017

4:00 p.m.

Opened by: Dawn Boncal, Town Clerk

Witnessed by: Maryann Mehs, Highway Clerk

<u>Dealership</u>	<u>Amount</u>
Spurr Chevrolet	\$17,361.00
Capellino Chevrolet	\$18,986.00