

**AGENDA
REGULAR MEETING
TOWN OF BOSTON
JANUARY 3, 2018
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 12/06/2017.
2. Consideration of all Fund Bills.

ITEM NO. III CORRESPONDENCE

1. Mitch Martin Resignation Letter
2. Young at Heart Senior Group Board of Directors and Officers.

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3 minute time limit per person).
2. Resolution 2018-01 – Abolish the Office of Town Attorney
3. Resolution 2018-02 – Contract Legal Services for the Town
4. Proposal – Rupp, Baase, Pfalzgraf, Cunningham LLC – Sean W. Costello
5. Appointments.
6. Establish Salary Schedule.
7. Set Payment of Salaries.
8. Designate Official Bank.
9. Set Dates and Times for Regular and Agenda Meetings.
10. Designate Official Newspaper.
11. Appointment of NEST Solid Waste Management Board.
12. Authorize Supervisor and Tax Collector to Invest Surplus Monies.
13. Set Investment Policy.
14. Authorize Signature Stamp and Check-Writer Machine for Supervisor.
15. Set Mileage Rate Paid by Town.

16. Schedule Annual Audit Meeting.....
17. Authorize to Allow Lending Funds from One Account to Another.
18. Approve Form and Sufficiency of Bonds.
19. Direct Town Clerk to Send Letter to Refuse Collectors – Annual Licenses.
20. Set Hours for New York State Retirement Reporting.
21. Public Improvements Specifications.
22. Petty Cash Funds.
23. Resolution 2018-03 Procurement Policy.
24. Resolution 2018-04 Adopt Schedule of Fees.
25. Set Holiday Schedule.
26. Agreement to Spend Town Highway Funds.
27. Committee Appointments.
28. Schedule Public Hearing for Boston Emergency Squad Contract.
29. Application for Use of Facility – Boy Scout Troop Annual Pancake Breakfast
30. Application for Use of Facility – UNYTS Blood Drive.

ITEM NO. V OLD BUSINESS

ITEM NO. VI REPORTS AND PRESENTATIONS

1. Supervisor
2. Town Clerk
3. Highway Superintendent
4. Town Attorney
5. Councilmen

ITEM NO. VIII ADJOURNMENT OF MEETING

1. Adjournment of Meeting

**DRAFT
REGULAR BOARD MEETING
December 6, 2017**

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

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

Also Present: Town Attorney Michael Kobiolka and Highway Superintendent Robert Telaak

Absent: Councilman Jeffrey A. Genzel

ITEM NO. I PRELIMINARY MATTERS

Supervisor Ballowe	Aye	Councilman Munger	Aye
Councilman Boardway	Aye	Councilman Keding	Aye
Four (4)	Ayes		Carried

ITEM NO. II REGULAR BUSINESS

Supervisor Ballowe made a motion to table the correction and adoption of the Board Meeting minutes from May 18, 2016. Seconded by Councilman Genzel

Supervisor Ballowe	Aye	Councilman Munger	Aye
Councilman Boardway	Aye	Councilman Keding	Aye
Four (4)	Ayes		Carried

Councilman Keding made a motion to approve all fund bills totaling \$276,593.99. Seconded by

Supervisor Ballowe	Aye	Councilman Munger	Aye
Councilman Boardway	Aye	Councilman Keding	Aye
Four (4)	Ayes		Carried

ITEM NO. III Correspondence

No correspondence.

ITEM NO. IV NEW BUSINESS

Presented Resolution 2017-09 and moved for its adoption. Seconded by

ITEM NO. V OLD BUSINESS

made a motion to reschedule the public hearing for the Boston State Road Mixed Use Project

ITEM NO. VI REPORTS AND PRESENTATIONS

ITEM NO. VII ADJOURNMENT OF MEETING

January 3, 2018 - A B S T R A C T - December Items

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

Created By: accounting

Journal Number: AP - 496

Journal Desc: AP Batch 27

Journal Date: 12/29/2017

Account Period: 12 - Dec

Status: Currently Active

Account#	Account Description	Trans Description	Date	Journal Reference	Debit	Credit	ENCLIQ	Seg #
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A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	12/29/2017	Fund A00 AP Account	\$0.00	\$49,531.94	\$0.00	119
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2017-10-01 October - Justice Fees to State/County	12/29/2017	Vendor#: 178	\$8,247.00	\$0.00	\$0.00	60
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2017-11-01 November - Justice Fees to State	12/29/2017	Vendor#: 178	\$8,011.00	\$0.00	\$0.00	61
A00-1010-4000-0000	TOWN BD-CONTR	The Buffalo News 140494 Public Hearing for Mixed Use Project - AD 1379765	12/29/2017	Vendor#: 1671	\$426.35	\$0.00	\$0.00	75
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Heidi Miller 12/4/17 Clerical recording for court	12/29/2017	Vendor#: 1757	\$30.00	\$0.00	\$0.00	64
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WENDY KLUMMER 12/1/17 Reimbursement for Notary Public Renewal	12/29/2017	Vendor#: 66	\$60.00	\$0.00	\$0.00	67
A00-1110-4000-0000	TOWN JUSTICE-CONTR	TIME WARNER CABLE 170137302122017 Services	12/29/2017	Vendor#: 1242	\$59.98	\$0.00	\$0.00	84
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WENDY ROYCE MCCANN 3014 Reporting & Transcript of public hearing 4/25/17	12/29/2017	Vendor#: 46	\$425.50	\$0.00	\$0.00	104
A00-1110-4000-0000	TOWN JUSTICE-CONTR	EATON OFFICE SUPPLY CO., INC. PINV511094 Court Supplies	12/29/2017	Vendor#: 1320	\$100.94	\$0.00	\$0.00	112
A00-1220-0100-0000	SUPERVISOR- PER SVC	MR. MUGS AND AWARDS 13038 Aluminum signs for new elected officials	12/29/2017	Vendor#: 475	\$160.00	\$0.00	\$0.00	92
A00-1220-0400-0000	SUPERVISOR- CONTR	TIME WARNER CABLE 170137302122017 Services	12/29/2017	Vendor#: 1242	\$59.98	\$0.00	\$0.00	85
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1711017 Accounting Services 11/6/17 - 11/19/17	12/29/2017	Vendor#: 1747	\$7,250.00	\$0.00	\$0.00	73
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1712004 Accounting Services 11/19/17 - 12/3/17	12/29/2017	Vendor#: 1747	\$5,962.50	\$0.00	\$0.00	74
A00-1355-0401-0000	ASSESSOR- CONTR	ASHLEY KARMAZYN 11/29/17 Mileage Reimbursement - Fundamentals of Data Collection Class	12/29/2017	Vendor#: 998	\$47.57	\$0.00	\$0.00	65
A00-1355-0401-0000	ASSESSOR- CONTR	ASHLEY KARMAZYN 11/30/17 Mileage Reimbursement - Fundamentals of Data Collection Exam	12/29/2017	Vendor#: 998	\$47.57	\$0.00	\$0.00	66
A00-1355-0401-0000	ASSESSOR- CONTR	TIME WARNER CABLE 170137302122017 Services	12/29/2017	Vendor#: 1242	\$29.99	\$0.00	\$0.00	86
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 11/30/17 Mileage Reimbursement - field review	12/29/2017	Vendor#: 435	\$1.44	\$0.00	\$0.00	100

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

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Journal Number: AP - 496		Journal Desc: AP Batch 27		Journal Date: 12/29/2017		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLOS.	Seq #	
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 12/5/17 - Meeting Reimbursement for Erie County Assessor's Association Luncheon Meeting	12/29/2017	Vendor#: 435	\$50.00	\$0.00	\$0.00	101	
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 12/5/17 - Mileage Reimbursement - Erie County Assessor's Association Luncheon	12/29/2017	Vendor#: 435	\$27.27	\$0.00	\$0.00	102	
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV509517 Town Clerk Supplies	12/29/2017	Vendor#: 1320	\$45.98	\$0.00	\$0.00	109	
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV510498 Town Clerk Supplies	12/29/2017	Vendor#: 1320	\$39.87	\$0.00	\$0.00	110	
A00-1410-0401-0000	TOWN CLERK- CONTR	TIME WARNER CABLE 170137302122017 Services 12/29/17 - 1/28/17	12/29/2017	Vendor#: 1242	\$59.98	\$0.00	\$0.00	87	
A00-1420-0401-0000	ATTORNEY- CONTR	Barclay Damon 4576132 Services through 11/30/17	12/29/2017	Vendor#: 1726	\$325.00	\$0.00	\$0.00	35	
A00-1440-0400-0000	ENGINEER- CONTR	HANNON ENGINEERING, PC 1306 General Consulting Engineering Services - Nov. 2017	12/29/2017	Vendor#: 1232	\$1,200.00	\$0.00	\$0.00	63	
A00-1460-0401-0000	RECORDS MGT- CONTR	BIEL'S 5063307-IN Annual Vault Storage Fee	12/29/2017	Vendor#: 285	\$216.35	\$0.00	\$0.00	114	
A00-1620-0400-0000	BUILDINGS- CONTR	EATON OFFICE SUPPLY CO., INC. PINV510809 coffee maker	12/29/2017	Vendor#: 1320	\$72.52	\$0.00	\$0.00	111	
A00-1620-0400-0000	BUILDINGS- CONTR	Eastern States Sentinel Alarm Service 443500 Service Call	12/29/2017	Vendor#: 1628	\$80.00	\$0.00	\$0.00	105	
A00-1620-0400-0000	BUILDINGS- CONTR	MONROE EXTINGUISHER CO. 116884 Semi-Annual System Inspection	12/29/2017	Vendor#: 115	\$194.89	\$0.00	\$0.00	106	
A00-1620-0400-0000	BUILDINGS- CONTR	OMPHALUS PLUMBING & HEATING 12/19/17 Snake drain in boiler room & tighten urinal shut off in police bldg	12/29/2017	Vendor#: 113	\$225.00	\$0.00	\$0.00	80	
A00-1620-0400-0000	BUILDINGS- CONTR	BISON ELEVATOR SERVICE 47098 Preventive Maintenance - December 2017	12/29/2017	Vendor#: 261	\$97.85	\$0.00	\$0.00	81	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 12/5/17 - Acct #3237465 08 Acct #3237465 08 - Town Hall	12/29/2017	Vendor#: 726	\$701.09	\$0.00	\$0.00	77	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 12/5/17 - Acct #6897553 08 Acct #6897553 08 - Town Hall	12/29/2017	Vendor#: 726	\$57.47	\$0.00	\$0.00	78	
A00-1620-0400-0000	BUILDINGS- CONTR	TIME WARNER CABLE 170137302122017 Services 12/29/17 - 1/28/17	12/29/2017	Vendor#: 1242	\$424.96	\$0.00	\$0.00	91	
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 9797246414 November 2017	12/29/2017	Vendor#: 53	\$16.23	\$0.00	\$0.00	69	
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1509886 Police Building	12/29/2017	Vendor#: 1296	\$120.60	\$0.00	\$0.00	57	
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1509885 Town Hall	12/29/2017	Vendor#: 1296	\$74.05	\$0.00	\$0.00	58	

Report run by: accounting

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

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG. 12/12/17 - Acct #10010312469 Acct #10010312469 - Town Hall	12/29/2017	Vendor# 37	\$1,031.29	\$0.00	\$0.00	43	
A00-1620-0400-0000	BUILDINGS- CONTR	ONLINE ELECTRIC 12/18/17 Replace outlet	12/29/2017	Vendor# 1544	\$125.00	\$0.00	\$0.00	47	
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1503435 Police Building	12/29/2017	Vendor# 1296	\$120.60	\$0.00	\$0.00	54	
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1503434 Town Hall	12/29/2017	Vendor# 1296	\$131.95	\$0.00	\$0.00	55	
A00-1620-0400-0000	BUILDINGS- CONTR	SHANOR ELECTRIC SUPPLY, INC. 572337 Building Supplies	12/29/2017	Vendor# 29	\$70.00	\$0.00	\$0.00	36	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 152873 Building Acct #1475	12/29/2017	Vendor# 24	\$8.98	\$0.00	\$0.00	31	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 152916 Building Acct #1475	12/29/2017	Vendor# 24	\$10.99	\$0.00	\$0.00	32	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 153156 Building Acct #1475	12/29/2017	Vendor# 24	\$31.99	\$0.00	\$0.00	33	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	WNY IMAGING SYSTEMS 173655 Quarterly maintenance on taskalfa 221 printer	12/29/2017	Vendor# 1239	\$109.92	\$0.00	\$0.00	34	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	MJD Strategic Marketing & Comm 14 Marketing Communications Support - newsletter & website	12/29/2017	Vendor# 1681	\$1,155.00	\$0.00	\$0.00	48	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG. 12/15/17 - Acct #10019309037 Acct #10019309037 - Signal	12/29/2017	Vendor# 37	\$24.49	\$0.00	\$0.00	44	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG. 12/15/17 - Acct #10019307296 - Signal	12/29/2017	Vendor# 37	\$17.88	\$0.00	\$0.00	45	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG. 12/15/17 - Acct#10019308690 - Signal	12/29/2017	Vendor# 37	\$33.31	\$0.00	\$0.00	41	
A00-3510-0400-0000	DOG CONTROL- CONTR	VERIZON WIRELESS 9797246414 November 2017	12/29/2017	Vendor# 53	\$16.23	\$0.00	\$0.00	70	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 9797246414 November 2017	12/29/2017	Vendor# 53	\$32.65	\$0.00	\$0.00	68	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	WILLIAM FERGUSON 12/7/17 Mileage reimbursement 1/3/17 - 12/6/17	12/29/2017	Vendor# 923	\$436.00	\$0.00	\$0.00	115	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 9797246414 November 2017	12/29/2017	Vendor# 53	\$36.23	\$0.00	\$0.00	72	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Cintas 5009558010 Disinfectant, cold packs, service chg	12/29/2017	Vendor# 1758	\$46.26	\$0.00	\$0.00	7	
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1514736 Highway	12/29/2017	Vendor# 1296	\$91.97	\$0.00	\$0.00	4	
A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 12/5/17 - Acct #3237464 10 Acct #3237464 10 - Highway	12/29/2017	Vendor# 726	\$495.03	\$0.00	\$0.00	76	
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1509887 Highway	12/29/2017	Vendor# 1296	\$131.57	\$0.00	\$0.00	59	

Town of Boston

Journal Proof Report

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Journal Number: AP - 496

Journal Desc: AP Batch 27

Journal Date: 12/29/2017

Account Period: 12 - Dec

Status: Currently Active

Account# Account Description

Trans Description

Date

Reference

Debit

Credit

ENCLIQ Seq #

A00-5132-0400-0000	GARAGE-CONTR	NYSEG 12/12/17 - Acct #10010312477 - Highway	12/29/2017	Vendor# 37	\$602.59	\$0.00	\$0.00	42
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1508224 Highway	12/29/2017	Vendor#: 1296	\$91.97	\$0.00	\$0.00	56
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1504996 Highway	12/29/2017	Vendor#: 1296	\$144.12	\$0.00	\$0.00	51
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1503436 Highway	12/29/2017	Vendor#: 1296	\$146.97	\$0.00	\$0.00	52
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1506616 Highway	12/29/2017	Vendor#: 1296	\$154.67	\$0.00	\$0.00	53
A00-5132-0400-0000	GARAGE-CONTR	TIME WARNER CABLE 170137302122017 Services 12/29/17 - 1/28/17	12/29/2017	Vendor#: 1242	\$149.95	\$0.00	\$0.00	88
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 12/6/17 - Acct #10013627434 - Acct #10013627434 - Street Lighting R3	12/29/2017	Vendor# 37	\$4,760.75	\$0.00	\$0.00	37
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 12/6/17 - Acct #10013627426 - Acct #10013627426 - Street Lighting R2	12/29/2017	Vendor# 37	\$198.90	\$0.00	\$0.00	38
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	JOAN SCHLENKER 12/26/17 Mileage for Meals on Wheels April - December 2017	12/29/2017	Vendor#: 1214	\$146.70	\$0.00	\$0.00	46
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	THEREESA HORSCHER 12/26/17 Supplies for nutrition program - December 2017	12/29/2017	Vendor# 226	\$82.93	\$0.00	\$0.00	62
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	TIME WARNER CABLE 170137302122017 Services 12/29/17 - 1/28/17	12/29/2017	Vendor#: 1242	\$29.99	\$0.00	\$0.00	89
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	DOLORES VALENTINE 12/29/17 Tea for Nutrition	12/29/2017	Vendor#: 1289	\$3.95	\$0.00	\$0.00	107
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/19/17 - Acct #10016047333 - Acct #10016047333 - Town Park	12/29/2017	Vendor# 37	\$127.85	\$0.00	\$0.00	82
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/22/17 - Acct #10011771929 - Acct #10011771929 - Athletic Field	12/29/2017	Vendor# 37	\$28.36	\$0.00	\$0.00	83
A00-7110-0400-0000	PARKS- CONTR	LandPro Equipment 781602 Mower Blade - Parks	12/29/2017	Vendor#: 1719	\$75.54	\$0.00	\$0.00	1
A00-7110-0400-0000	PARKS- CONTR	LAMB & WEBSTER, INC. ST00998	12/29/2017	Vendor# 233	\$12.60	\$0.00	\$0.00	2
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	LandPro Equipment 779733 Oil & fuel filters	12/29/2017	Vendor#: 1719	\$116.81	\$0.00	\$0.00	3
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	VERIZON WIRELESS 9797246414 November 2017	12/29/2017	Vendor# 53	\$56.24	\$0.00	\$0.00	71
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	TOPS MARKETS LLC B0700223978 customer number 321076	12/29/2017	Vendor#: 1424	\$18.00	\$0.00	\$0.00	95
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	TOPS MARKETS LLC B0700227626 customer number 321076	12/29/2017	Vendor#: 1424	\$16.00	\$0.00	\$0.00	96

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Account#	Account Description	Trans Description	Date	Reference	Account Period: 12 - Dec	Debit	Credit	ENCLIQ	Seq #
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A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Robyn Wiktoriski-Reynolds 12/5/17 Refund for Spanish Lessons that never took place	12/29/2017	Vendor#: 1760		\$50.00	\$0.00	\$0.00	103
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A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART 11/3/17 Fall Dinner at Illo Dipablo's	12/29/2017	Vendor#: 45		\$1,381.42	\$0.00	\$0.00	116
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A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART 12/8/17 Christmas Luncheon at Zli's	12/29/2017	Vendor#: 45		\$1,255.80	\$0.00	\$0.00	117
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A00-8710-0400-0000	CONSERVATION- CONTR	ON THE MARK DIGITAL PRT & VIN 14583 Signs for Conservation Advisory Council	12/29/2017	Vendor#: 512		\$394.00	\$0.00	\$0.00	108
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A00-8810-0400-0000	CEMETERY-CONTRACTUAL	JACOB KARB III 12/18/17 Cobble Hill Cemetery Liason for 2017	12/29/2017	Vendor#: 924		\$300.00	\$0.00	\$0.00	118
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A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 162983 December HRA admin fee	12/29/2017	Vendor#: 1376		\$79.56	\$0.00	\$0.00	113
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DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	12/29/2017	Fund DB0 AP Account		\$0.00	\$26,167.29	\$0.00	120
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DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	DECKMAN OIL COMPANY 686023	12/29/2017	Vendor#: 147		\$2,362.14	\$0.00	\$0.00	16
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DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	KURK FUEL COMPANY 570341	12/29/2017	Vendor#: 17		\$5,241.64	\$0.00	\$0.00	29
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RICHARD-CIN SIGNS & SUPPLIES 0837 Drive Rivets	12/29/2017	Vendor#: 91		\$90.00	\$0.00	\$0.00	30
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 125918 Sander Chain	12/29/2017	Vendor#: 134		\$693.00	\$0.00	\$0.00	17
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 125935 rubber mud flap	12/29/2017	Vendor#: 134		\$29.50	\$0.00	\$0.00	18
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 89374208 yoke, case transfer, freight	12/29/2017	Vendor#: 177		\$4,749.41	\$0.00	\$0.00	19
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PREISCHEL BROS. SERVICE, INC. 50833 mount/dismount install	12/29/2017	Vendor#: 13		\$932.16	\$0.00	\$0.00	20
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	J & J INDUSTRIAL SUPPLIES LLC PHS018780 pins, scrubs, tape	12/29/2017	Vendor#: 1051		\$138.77	\$0.00	\$0.00	21
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	REGIONAL INTERNATL CORP. 03315891P strap assembly, exhaust, muffler, clamp	12/29/2017	Vendor#: 842		\$958.33	\$0.00	\$0.00	22
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EMERLING FORD MERCURY, INC. 140578	12/29/2017	Vendor#: 409		\$38.86	\$0.00	\$0.00	8
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152841 Highway Acct #1470	12/29/2017	Vendor#: 24		\$3.49	\$0.00	\$0.00	9
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 152877 Highway Acct #1470	12/29/2017	Vendor#: 24		\$11.98	\$0.00	\$0.00	10
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 153067 Highway Acct #1470	12/29/2017	Vendor#: 24		\$7.49	\$0.00	\$0.00	11
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 153181 Highway Acct #1470	12/29/2017	Vendor#: 24		\$40.23	\$0.00	\$0.00	12
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DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 153202 Highway Acct #1470	12/29/2017	Vendor#: 24		\$29.46	\$0.00	\$0.00	13
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Town of Boston

Journal Proof Report

Fiscal Year: 2016 - 2017

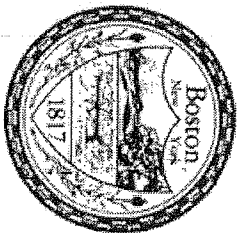
Created By: accounting

Journal Number: AP - 496		Journal Desc: AP Batch 27		Journal Date: 12/29/2017		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 153303 Highway Acct #1470	12/29/2017	Vendor#: 24	\$35.94	\$0.00	\$0.00	14	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. 153304 Highway Acct #1470	12/29/2017	Vendor#: 24	\$11.98	\$0.00	\$0.00	15	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	CJUMMINS NORTHEAST INC. 600-48572 fuel pump transfer	12/29/2017	Vendor#: 23	\$519.95	\$0.00	\$0.00	5	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	WEST HERR FORD OF HAMBURG 942831 fuel pump assembly	12/29/2017	Vendor#: 940	\$755.58	\$0.00	\$0.00	6	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Winzer 5860820 Overcharge NY contract on order #5290200	12/29/2017	Vendor#: 1715	\$0.00	\$61.07	\$0.00	97	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Winzer 5966230 screw extractor, gloves	12/29/2017	Vendor#: 1715	\$137.85	\$0.00	\$0.00	98	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 80615969 Customer #71975777	12/29/2017	Vendor#: 1039	\$180.92	\$0.00	\$0.00	99	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 80492576 Customer #71975777	12/29/2017	Vendor#: 1039	\$181.50	\$0.00	\$0.00	93	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 80179010 Customer #71975777	12/29/2017	Vendor#: 1039	\$9.51	\$0.00	\$0.00	94	
DB0-5142-0400-0000	SNOW/REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0528515 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$723.10	\$0.00	\$0.00	25	
DB0-5142-0400-0000	SNOW/REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0528009 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,271.97	\$0.00	\$0.00	27	
DB0-5142-0400-0000	SNOW/REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0529054 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,277.58	\$0.00	\$0.00	23	
DB0-5142-0400-0000	SNOW/REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0527424 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,261.68	\$0.00	\$0.00	49	
DB0-5148-0400-0000	SNOW/REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0527424 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,261.68	\$0.00	\$0.00	50	
DB0-5148-0400-0000	SNOW/REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0529054 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,277.58	\$0.00	\$0.00	24	
DB0-5148-0400-0000	SNOW/REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0528009 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$1,271.98	\$0.00	\$0.00	28	
DB0-5148-0400-0000	SNOW/REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0528515 Bulk Ice Control Salt	12/29/2017	Vendor#: 135	\$723.10	\$0.00	\$0.00	26	
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	12/29/2017	Fund L30 AP Account	\$0.00	\$3,002.68	\$0.00	121	
L30-5182-0401-0000	CONTRACTS	NYSEG 12/6/17 - Acct #10013627418 Acct #10013627418 - Street Lighting R3 - Dist. 1	12/29/2017	Vendor#: 37	\$2,918.88	\$0.00	\$0.00	39	
L30-5182-0401-0000	CONTRACTS	NYSEG 12/6/17 - Acct #10013627400 Acct #10013627400 - St Lighting R2 - Dist. 1	12/29/2017	Vendor#: 37	\$83.80	\$0.00	\$0.00	40	
SMD-0600-0000-0000	ACCOUNTS PAYABLE	Fund SMD AP Account	12/29/2017	Fund SMD AP Account	\$0.00	\$171.42	\$0.00	122	
SMD-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 12/5/17 - Acct # 3237466 06 Acct # 3237466 06 - EMS	12/29/2017	Vendor#: 726	\$136.43	\$0.00	\$0.00	79	

January 3, 2018 - A B S T R A C T - January 2018 Items

Town of Boston
Journal Proof Report
Fiscal Year: 2017 - 2018

Created By: accounting



Journal Number: AP - 503	Journal Desc: AP Batch 1	Trans Description	Date	Journal Date: 1/3/2018	Account Period: 1 - Jan	Status: Currently Active		
Account#	Account Description			Reference	Debit	Credit	ENCLIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	1/3/2018	Fund A00 AP Account	\$0.00	\$5,028.80	\$0.00	11
A00-1110-4000-0000	TOWN JUSTICE-CONTR	ERIE CTY MAGISTRATES ASSOC. 2018 Dues 2018 Membership Dues	1/3/2018	Vendor#: 826	\$40.00	\$0.00	\$0.00	7
A00-1110-4000-0000	TOWN JUSTICE-CONTR	ERIE CTY TN & VILLAGE COURT CLERKS' ASSOC 2018 Membership - Kummer 2018 Membership	1/3/2018	Vendor#: 592	\$20.00	\$0.00	\$0.00	8
A00-1110-4000-0000	TOWN JUSTICE-CONTR	ERIE CTY TN & VILLAGE COURT CLERKS' ASSOC 2018 Membership - Miller 2018 Membership	1/3/2018	Vendor#: 592	\$20.00	\$0.00	\$0.00	9
A00-1355-0401-0000	ASSESSOR- CONTR	NYS ASSESSORS ASSOCIATION 2018 Dues NYS Assessor's Association - 2018 Dues	1/3/2018	Vendor#: 214	\$100.00	\$0.00	\$0.00	6
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	LOGICS 16058 Annual Hosting Fee 1/1/18 - 12/31/18	1/3/2018	Vendor#: 1549	\$3,600.00	\$0.00	\$0.00	1
A00-1670-0403-0000	CENT PRINTMAIL- CONTR	MAILFINANCE N6873715 Lease No. N15121555 - 12/31/17 to 3/30/18	1/3/2018	Vendor#: 1382	\$759.24	\$0.00	\$0.00	3
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	THSAEC 2018 Membership 2018 Membership - Town Highway Superintendents Association of Erie County	1/3/2018	Vendor#: 483	\$150.00	\$0.00	\$0.00	5
A00-8020-0400-0000	PLANNING- CONTR	New York Planning Federation 13227 2018 Membership Dues	1/3/2018	Vendor#: 1688	\$260.00	\$0.00	\$0.00	10
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 164325 January 2018 HRA admin fee	1/3/2018	Vendor#: 1376	\$79.56	\$0.00	\$0.00	2
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	1/3/2018	Fund SG0 AP Account	\$0.00	\$47,396.40	\$0.00	12
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 3652084-1342-4 January 2018 Services	1/3/2018	Vendor#: 432	\$47,396.40	\$0.00	\$0.00	4
Total Number of 12 Transactions					No Errors	\$52,425.20	\$52,425.20	\$0.00

AP - 503 Summary By Fund Number

Fund	Debit	Credit	ENCLIQ
A00	\$5,028.80	\$5,028.80	\$0.00
SG0	\$47,396.40	\$47,396.40	\$0.00
Total	\$52,425.20	\$52,425.20	\$0.00

Report run by: accounting

Page 1 of 1

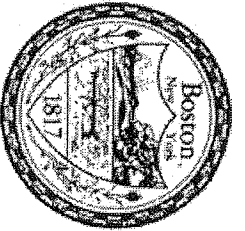
AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK

DATE

January 3, 2018 - A B S T R A C T - January 2018 Items #2

Town of Boston
Journal Proof Report
Fiscal Year: 2017 - 2018

Created By: accounting



Journal Number: AP - 505 Journal Desc: AP Batch 2 Journal Date: 1/3/2018 Account Period: 1 - Jan Status: Currently Active

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	1/3/2018	Fund A00 AP Account	\$0.00	\$147.00	\$0.00	4
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	COMMISSIONER OF FINANCE QUAL201806695 Health Permit Renewal 1/1/18 - 12/31/18 for Senior Citizens	1/3/2018	Vendor#: 933	\$147.00	\$0.00	\$0.00	2
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	1/3/2018	Fund DB0 AP Account	\$0.00	\$8,104.69	\$0.00	3
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 17361000716 January 2018 Health Insurance	1/3/2018	Vendor#: 1378	\$8,104.69	\$0.00	\$0.00	1
Total Number of 4 Transactions					<u>\$8,251.69</u>	<u>\$8,251.69</u>	<u>\$0.00</u>	

AP - 505 Summary By Fund Number

Fund	Debit	Credit	ENCLIQ
A00	\$147.00	\$147.00	\$0.00
DB0	\$8,104.69	\$8,104.69	\$0.00
Total	<u>\$8,251.69</u>	<u>\$8,251.69</u>	<u>\$0.00</u>

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



"Received by Supervisor"
Date 1/1/2018 Initialed By JD

MITCHELL A. MARTIN 716-857-0565
6537 Fairlane Dr., Boston, NY 14025

January 1st, 2018

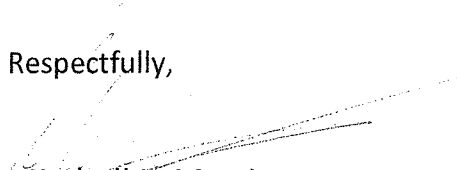
Dear Supervisor and Boston Town Board,

It has been my pleasure to serve as the Planning Board Chairman for the last year and a member for several years more, but I regretfully must step down from the planning board. My wife, Kelly, is hoping to be appointed to the town board and she will also be running for election to the board this upcoming November and I would like her to have every opportunity to succeed and I do not want there to be any decisions made based on my being on the planning board. In addition, if she was successful in being appointed to the town board and then elected, I feel it would be unethical for me to be a member of the planning board and my wife to be a member of the town board.

Please except my immediate resignation. Thank you!

Mitch

Respectfully,


Mitchell L. Martin
716-857-0565



uawtrust.aetnamedicare.com

Boston Town Board,

Please find attached a list
of the Board Members of the
Young at Heart Seniors for 2018
and a calendar as well.

Wishing everyone a Merry
Christmas and a Happy New Year

Sincerely,

Carolyn Latosinski
President

Boston Young@Heart Seniors

Boston Young at Heart Assn

BOARD OF DIRECTORS AND OFFICERS FOR 201

Carolyn Latosinski	President
Jeanne Ruchalski	Vice President
Judy Zemrac	Secretary
Larry Steward	Treasurer
Charlene Darling	Chaplain
Marie Kreuder	Membership
Joyce Carr	Membership
Linda Smerka	Refreshments
Jeanne Ruchalski	Sunshine
Jo McCarthy	Day Bus Trips
Chris Hogan	Day Bus Trips
Marge Edington	Overnight Bus Trips
Barb Brehm	Overnight Bus Trips
Val Bezilla	Bocce Chairman
Mary Crowley	Split Club
Joyce Rogers	Split Club
Sue & Larry Steward	Supplies
Joyce Rogers	Caller
Jeanne Ruchalski	Caller

RESOLUTION 2018-01

ABOLISH THE OFFICE OF TOWN ATTORNEY

Presented by: Supervisor Keding

WHEREAS, the Town of Boston has reviewed its needs for professional legal services; and

WHEREAS, Town Law § 20(2) provides that a town either may establish the office of town attorney or may contract with an attorney to give it such professional service and advice as it may require; and

WHEREAS, when an office of town attorney is established pursuant to Town Law § 20(2)(a) the town attorney is a public officer who must be paid a salary; and

WHEREAS, when the office of town attorney is established pursuant to Town Law § 20(2)(a), the town also may be required to make various additional payments and incur additional costs on behalf of the town attorney, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit; and

WHEREAS, contracting with an attorney associated with a law firm pursuant to Town Law § 20(2)(b), may improve the professional legal services provided to a town because of access to specialized professionals within the law firm who can provide counsel on discrete legal matters; and

WHEREAS, an attorney for the town pursuant to Town Law § 20(2)(b) is not paid a salary, may be paid for specific legal services, and the town is not required to pay any of the additional costs associated with a town attorney that is a town officer, such as workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit; and

WHEREAS, the Town of Boston has determined that it would be in the best interests of the Town to contract with an attorney for the professional legal services and advice that it may require, as such an arrangement may provide improved service at less cost; and

WHEREAS, in order to contract for such legal services the Town must abolish the office of Town Attorney, but may re-establish that office by resolution at any time;

NOW THEREFORE BE IT

RESOLVED, that the Town of Boston hereby abolishes the office of Town Attorney; and

Boston Young at Heart Seniors 2018 Calendar

January 12	
January 26	Cabin Fever Party
February 9	Valentine's Party
February 23	
March 9	St. Patrick's Party – Jim Caputa
March 23	Patti from Erie County Senior Services
April 13	Chinese Auction
April 27	Spring Dinner
May 11	Tom Bender
May 25	Memorial Weekend – NO MEETING – Game Day
June 8	Pizza Lunch to celebrate Ladies' and Gentlemens' Day
June 22	Lyle Stang
July 13	Denise Reichard as Elizabeth Blackwell
July 27	Summer Picnic
August 10	Erie County Fair - NO MEETING – Game Day
August 24	
September 14	
September 28	
October 12	Fall Dinner
October 26	Halloween Party
November 9	Meat Raffle
November 23	Thanksgiving – NO MEETING
December 14	Christmas Celebration
December 28	Christmas Holidays – NO MEETING

IT IS FURTHER RESOLVED, that the Town shall contract with a qualified attorney to serve as the duly designated Attorney for the Town of Boston pursuant to Town Law § 20(2)(b), and that as the duly designated Attorney for the Town the selected attorney shall, in addition to any other contractually specified duties, perform those specific tasks and duties as are required of the Town Attorney pursuant to the Town of Boston Code; and

IT IS FURTHER RESOLVED, that this resolution does not affect the position of Town Prosecutor, which the Town shall continue to appoint and employ on a salaried basis.

On January 3, 2018, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Supervisor Keding	[]	[]	[]	[]
Councilmember Munger	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Cartechine	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

RESOLUTION 2018-02

CONTRACT LEGAL SERVICES FOR THE TOWN

Presented by: Supervisor Keding

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

WHEREAS, Sean W. Costello, Esq., has presented a proposal dated December 27, 2017 (“the December 27, 2017 proposal”) to serve as contract attorney for the Town and for his affiliated law firm, Rupp Baase Pfalzgraf Cunningham LLC, to provide professional legal services to the Town; and

WHEREAS, Sean W. Costello and Rupp Baase Pfalzgraf Cunningham LLC have the experience, resources, and qualifications to handle the specific legal needs of the Town of Boston; and

WHEREAS, certain specified legal services shall be provided for a flat fee of \$27,000 per year, and other legal services shall be performed on an hourly basis as set forth in the December 27, 2017 proposal;

NOW THEREFORE BE IT

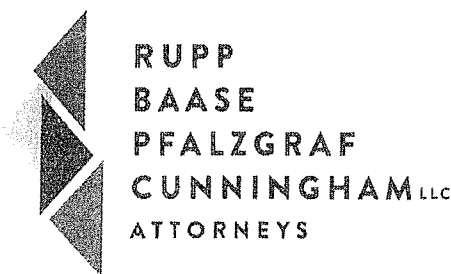
RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to contract with Sean W. Costello, Esq., and Rupp Baase Pfalzgraf Cunningham LLC by executing the December 27, 2017 proposal, and

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

On January 3, 2018, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Supervisor Keding	[]	[]	[]	[]
Councilmember Munger	[]	[]	[]	[]
Councilmember Lucachik	[]	[]	[]	[]
Councilmember Cartechine	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM** LLC
ATTORNEYS

1600 Liberty Building, 424 Main Street, Buffalo, NY 14202
716.854.3400 4ruppbaase.com

SEAN W. COSTELLO
costello@ruppbaase.com

January 3, 2018

VIA ELECTRONIC MAIL ONLY

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

Dear Mr. Keding:

Re: Attorney for the Town Proposal

Thank you for your inquiry regarding the responsive, cost-effective legal services that Rupp Baase Pfalzgraf Cunningham LLC ("Rupp Baase") provides to municipal clients. I am honored to submit this proposal for me to provide legal services as contract Attorney for the Town of Boston and for Rupp Baase to provide legal services to the Town. As discussed below, this agreement also includes services to be rendered by Joseph T. Burns, Esq., who is not associated with Rupp Baase but has deep knowledge and extensive experience in certain areas of municipal law.

You already are familiar with some of the qualifications that Joe and I possess. Please also know that Rupp Baase, the law firm with which I am affiliated, has experience and a commitment to excellence in representing municipal clients. We have more than 45 attorneys and offices in Buffalo, Williamsville, Ellicottville, Jamestown, and Rochester. Our Firm motto is *Innovation in Practice*[®], and we pride ourselves on implementing creative and cost-effective strategies to guide our clients through legal issues.

The following sets forth the terms that we propose, and which you may accept on behalf of the Town if so authorized by resolution:

1. Scope, Services, and Flat Fee.

For a flat fee of \$27,000 per year, billed monthly, I will provide specified legal services to the Town. These legal services will include attending meetings of the Town Board (regular and work session), assistance with drafting resolutions and local laws (including necessary legal research), providing legal advice on labor and procurement issues, and being available for telephone consultation. As the duly designated Attorney for the Town I shall, in addition to my other contractually specified duties, perform those specific tasks and duties as are required of the "Town Attorney" pursuant to the Town of Boston Code. The Town agrees to refer all legal matters to me and my law firm on the terms described below whether or not the

Innovation in Practice

Rochester | Williamsville | Ellicottville | Jamestown

Jason A. Keding, Town of Boston
January 3, 2018
Page 2

matter falls within the scope of the flat fee, except where a conflict exists or there is a need to assign matters to another firm, which will be done only with Town approval.

It is understood that the flat fee is not a salary, and will be paid for the professional services specifically described herein. This contractual relationship will be pursuant to Town Law § 20(2)(b), and as contract Attorney for the Town I will not be a Town officer or employee. As contract Attorney for the Town, I will not be entitled to claim any benefits typically afforded to Town officers and employees, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

I will divide the \$27,000 annual flat fee with Joseph T. Burns, Esq. Mr. Burns is not associated with Rupp Baase, but will work with me and be responsible for providing legal counsel on matters related to the Freedom of Information Law, Board Governance, and Board Ethics, with such counsel also being included as part of the specified legal services included in the flat fee. It is anticipated that Mr. Burns will be responsible for performing approximately 1/6 of the services covered by the \$27,000 flat fee, and he will receive 1/6 of the \$27,000 fee. The flat fee covers only the services listed above and does not include conducting or participating in actual or potential litigation on behalf of the Town (including administrative proceedings), environmental law, counsel on public projects or procurements valued over \$500,000, or certain labor and employment matters (like negotiation of collective bargaining agreements). Services performed by me or other Rupp Baase attorneys that are not covered by the \$27,000 annual flat fee will be provided at discounted hourly rates of \$130 to \$175 for associates and \$195 to \$250 for partners. We further agree to a special blended hourly rate (for partners and associates) of \$150 for attending and other work connected with Zoning Board of Appeal and Planning Board meetings and hearings. We will attend these meetings only as requested.

As part of the consideration for this agreement and the discounted rates offered herein by Rupp Baase, the Town specifically agrees that it will demand that any claims during the term of this agreement that are defended by its liability or other insurance carriers be assigned to Rupp Baase (which already is panel counsel for many insurance carriers). The Town further agrees that it will require any future renewal insurance policies to include a designation of counsel provision or similar clause that provides that the insurance carrier will assign the defense of any claim against the Town to Rupp Baase.

2. Client. It is understood that my client is the Town as a body, and that a majority vote of the Town Board is required for certain actions. I will take general direction and accept assignments from the Town through its Supervisor. It is understood that I will work with, but not under the direction of, other Town professional staff. I will exercise professional

Jason A. Keding, Town of Boston

January 3, 2018

Page 3

discretion in the conduct of legal affairs on behalf of the Town, and the Town recognizes that I am bound to act in accordance with professional ethics.

3. Term. The initial term of my engagement as Attorney for the Town and for Rupp Baase's services described herein shall be for a period commencing in January 2018 and ending December 31, 2020 unless terminated earlier as provided for elsewhere in this Agreement. Upon its expiration on December 31, 2020, this Agreement shall automatically renew for a term of two years, unless either party notifies the other in writing by mail posted no later than 60 days before the expiration date, addressed to the other party's address indicated in this letter or to the party's other designated address, of its intent not to renew this contract upon its expiration. This Agreement shall continue to renew thereafter for consecutive terms of two years until such notice is provided.

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

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

5. Expenses and Billing. Either I or the law firm with which I am associated hereby are authorized directly to engage non-attorney professionals to assist in the handling of legal

Jason A. Keding, Town of Boston

January 3, 2018

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matters where required in our judgment to render effective legal assistance to the Town or in order to maintain privilege of communications with the non-attorney professionals. The Town agrees to pay for such non-attorney professionals, the cost of which may be billed on my invoices. I may ask that the Town remit payment in advance for larger disbursements. The Town will also be responsible for the payment of extraordinary expenses.

The Town will reimburse direct expenses paid or incurred on its behalf. These expenses include, but are not limited to, such costs as filing fees, transcripts, postage, photocopying, facsimile, subpoenas, tolls, parking fees and mileage (for travel outside Erie County). Due to the customary delay in receiving and processing statements from vendors and service providers, disbursement charges may appear on a later monthly invoice, rather than the invoice for the month in which such expenses actually were incurred.

I will submit invoices to the Town on a monthly basis, which require payment within 30 days of receipt. I reserve the right to charge interest on any balance(s) due after 30 days from the date of the invoice until the entire balance is paid in full. If there are questions or disputes about any of my fees, please advise me in writing within 30 days of receipt of the invoice, while the matter is still fresh in my mind, or the invoice will be conclusively deemed correct. Any dispute as to my fees will be submitted to arbitration in Buffalo, New York, under the New York State Fee Dispute Resolution Program (22 NYCRR Part 137).

6. Possible Conflicts. Rupp Baase and I represent many other companies and individuals. It is possible that during the time we are representing the Town some of our present or future clients will have disputes or transactions with the Town. The Town agrees that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for the Town even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of the Town, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Where I or the law firm with which I am associated have a pre-existing relationship with a client that takes a position materially adverse to the Town, the Town agrees to assign the handling of the matter for the Town to another lawyer at the Town's expense, even if the work at issue normally would be included in the flat fee discussed herein.

7. Town Files. Upon request, Rupp Baase and I will deliver to the Town all documents and property that the Town has provided to us and will give the Town reasonable access to inspect or copy documents and materials prepared as part of the representation. We exclude from this

Jason A. Keding, Town of Boston
January 3, 2018
Page 5

our internal memoranda and records, attorney notes, drafts not intended for external distribution and similar lawyer working materials (including e-mails, transmitted or received). We may also elect to retain a copy of other portions of the file at our expense. We will retain any files that the Town provides to us, that you do not ask to have returned, for a period of three (3) years. However, to avoid indefinite storage, we reserve the right to dispose of any documents or other file materials retained by us during that time period.

8. No Other Representations. We have made no predictions or guarantees with regard to the ultimate outcome of any proceeding, or with respect to how long it will take to achieve an ultimate outcome, or the total amount of attorneys' fees, costs, charges, and expenses that will be incurred. No representation of any kind has been made other than what is in this letter agreement. You have not relied on any statement or representation not contained in this agreement. No changes can be made to this agreement unless and until it is in writing signed by you and by me.

I appreciate the Town's confidence in Rupp Baase and me, and am enthusiastic about joining forces with Joe Burns to provide even better value to the Town. I look forward to providing competent, responsive, and reliable legal services to the Town as Attorney for the Town, and I believe that you will be impressed by the way that Rupp Baase handles matters. I already have signed this agreement on behalf of myself individually and on behalf of Rupp Baase. On execution of this agreement by the Town's chairperson, a binding and enforceable agreement will exist between the Town, Rupp Baase, and me.

Sincerely,



Sean W. Costello

/tbs

cc: Joseph T. Burns, Esq.

APPROVED OF, ACCEPTED, AND AGREED TO:

TOWN OF BOSTON

By _____
Jason A. Keding, Supervisor

Date: _____

TOWN OF BOSTON

<u>2018 APPOINTMENT</u>	<u>TITLE</u>	<u>TERM</u>
Patricia Maxwell	Prosecutor, PT	12/31/18
William G. Ferguson	Code Enforcement Officer, PT	12/31/18
TBD	Deputy Code Enforcement, PT	12/31/18
Maryann Cumming Mehs	Clerk, PT – Highway Dept.	12/31/18
Dawn Boncal	Clerk, PT	12/31/18
Christina Marshall	Dog Control Officer, PT	12/31/18
Anthony Zeniuk	Recreation Director, PT	12/31/18
Karen Miller	Clerk, PT	12/31/18
John Sibenik	Court Officer, PT	12/31/18
Daniel Mule'	Court Officer, PT	12/31/18
Ashley Karmazyn	Assessment Clerk, PT	12/31/18
Theresa Horschel	Nutrition Prog. Director, PT	12/31/18
Lori Valentine	Sub Asst. Nutrition Director, PT	12/31/18
Sharon Bulger	Asst. Nutrition Director, PT	12/31/18
Leo Jensen	Town Hall Laborer	12/31/18
Joyce Carr	Marriage Officer	12/31/18
Jacob Karb, III	Liaison - Cobblehill Cemetery	12/31/18
Sandra Quinlan	Registrar of Vital Statistics	12/31/18
Lois Jackson	Deputy Registrar of Vital Statistics	12/31/18
Cheryl Dunmire	Town Hall Cleaner, PT	12/31/18
Robert Telaak	Parks Superintendent	12/31/18
Sarah DesJardins	Town Planner	12/31/18
James D. Hannon	Town Engineer	12/31/18
Scott Fellows	Laborer, FT	12/31/18
Barry Decker	Parks Laborer, Seasonal	12/31/18
Amanda Jensen	Parks Laborer, Seasonal	12/31/18

Supervisor Keding made the following appointments:

Lawrence Murtha	Deputy Town Supervisor	12/31/18
TBD	Assistant to Supervisor, FT	12/31/18
TBD	Town Historian	12/31/18

2018 SALARY SCHEDULE

<u>Position</u>	<u>Salary</u>
Assistant to the Supervisor, FT	36,960/yr.
Deputy Supervisor	1,000/Yr.
Court Clerk	42,000/Yr.
Clerk, PT (Court)	16./Hr.
Assessor	46,000/Yr.
Assessment Clerk, PT	16./Hr.
Hwy Clerk/Secretary, PT	16./Hr.
Prosecutor	14,974/Yr.
Court Officer, PT (2)	5,500/Yr., 5,500/Yr.
Deputy Town Clerk, PT	16./Hr.
Clerk, PT (Town Clerk)	16./Hr.
Recreation Director, PT	16,500/Yr.
Code Enforcement Officer, PT	21,500/Yr.
Secretary to Boards, PT (Code Enforce)	16/Hr.
Deputy Code Enforcement, PT	n/a
Dog Control Officer, PT	11,271/Yr.
Nutrition Program Director	12.60/Hr.
Asst. Nutrition Program Director	12.60/Hr.
Laborer, PT - Town Hall	15/Hr.
Cobblehill Cemetery Liaison	300.00/Yr.
Town Historian	3,550/Yr.
Cleaner, PT Town Hall	3,708/Yr.
Budget Director	3,500/Yr.
Parks Superintendent	8,468/Yr.
Parks Seasonal Employees (2)	16/Hr., 16/Hr.
Parks Laborer, FT	37,131/Yr.

Highway Department

Per Collective Bargaining Agreement

Elected Officials

Supervisor	\$31,854/ Yr.
Councilmen (4)	\$8,500/ Yr.
Highway Superintendent	\$65,633/ Yr.
Town Clerk	\$43,000/ Yr.
Town Justices (2)	\$17,273/ Yr.

Set Payment of Salaries:

Bi-weekly to the Town Clerk, Supervisor, Assistant to Supervisor, Highway Superintendent, Deputy Highway Superintendent, Bookkeeper, Court Clerk, Clerk PT, Assessor, Assessment Clerk, Secretary to Boards/Committees, M.E.O.'s, Truck Drivers, and Laborers, all others are paid on a monthly basis.

Designate Official Bank:

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

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

Town Board Meeting: First and third Wednesday of the month at 7:30 p.m.

Agenda Review: First and third Wednesday of the month at 5:30 p.m.

Designate Official Newspaper:

The Hamburg Sun

Appointment to NEST Solid Waste Management Board:

TBD

Authorization of Surplus Monies:

Authorize the Supervisor and the Tax Collector to invest surplus monies.

Investment policy:

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

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

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

Check Writer and Signature Stamp for the Supervisor:

Authorize the use of.

Rate Per Mile:

Currently 45 cents per mile.

Schedule the Annual Audit Meeting:

TBD

Lending Funds:

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

Form and Sufficiency of the Bonds.

To Approve.

Refuse Collectors Annual Licenses:

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

Workdays & Retirement Reporting (Part Time):

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

Town Justices	Councilman
Supervisor	Deputy Supervisor
Code Enforcement Officer	Deputy Code Enforcement Officer
	Dep. Town Attorney/Prosecutor
Recreation Director	Summer Recreation Supervisor
Assessment Clerk	Town Hall Cleaner
Assessor	Dog Control Officer
Dep. Dog Control Officer	Court Officer
Assistant to Town Supervisor	

Work Days & Retirement Reporting (Full Time):

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

Town Clerk	Superintendent of Highways
Deputy Highway Superintendent	Bookkeeper
Court Clerk	

Public Improvement Specifications:

Approve if Highway Superintendent and Town Engineer agree.

Petty Cash Funds:

Town Clerk	\$300
Town Justice	\$300

RESOLUTION 2018-03

PROCUREMENT POLICY

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 3th day of January, 2018 at 7:30 pm Eastern Prevailing Time there were:

Present: Supervisor Jason A. Keding, Councilman Michael Cartechine and Councilwoman Jennifer Lucachik

Supervisor Keding presented the following Resolution and moved its adoption:

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

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

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

Guideline 3. All estimated purchases of (a) less than \$20,000 but greater than \$10,000 require a written request for a proposal (RFP) and written/fax quotes from 3 vendors; or (b) less than \$5,000 require an oral request for the goods and oral/fax quotes from 3 vendors if possible; or (c) less than \$1,500 are left to the discretion of the Purchaser.

All estimated public works contracts of (a) less than \$35,000 but greater than \$20,000 require a written RFP and fax/proposals from 3 contractors; or (b) less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from 2 contractors; or (c) less than \$3,000 are left to the discretion of the Purchaser. Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and offered. All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

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

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

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

Guideline 7. Notwithstanding any of the foregoing provisions of this policy, purchases in the range of \$1,500 to \$5,000 require written authorization, Purchase Request Form, signed by the Supervisor and the Supervisor will discuss with the Town Board prior to approval. Purchases over \$5,000 require approval at a Town Board Meeting.

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

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

Guideline 10. The Town Board at its organizational meeting shall review this policy annually or as soon thereafter as is reasonably practicable.

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

Supervisor Keding	Town Clerk Quinlan
Court Clerk Kummer	Board Secretary Faulring
Assessor Fitzner	Cobble Hill Cemetery Liaison Karb
Code Enforcement Officer Ferguson	Dog Control Officer
Highway Superintendent Telaak	Nutrition Site Coordinator Horschel
Recreation Director	Parks Superintendent Telaak

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

AYES:

NOES:

ABSENT:

SANDRA L. QUINLAN, TOWN CLERK

RESOLUTION 2018-04

ADOPT SCHEDULE OF FEES

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 3th day of January, 2018 at 7:30 pm Eastern Prevailing Time there were:

Present: Supervisor Jason A. Keding, Councilman Cartechine and Councilwoman Lucachik

_____ presented the following Resolution and moved its adoption:

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

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

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

AYES:

NOES:

ABSENT:

SANDRA L. QUINLAN, TOWN CLERK

Construction	Fee
Residential New	
One, Two & Multiple Family Dwellings...	\$0.25 Sq. Ft.
NOTE: Floor area shall not include cellar, non-habitable basement, non-habitable attic or carport, but shall include attached garage	
Non-Residential Buildings (Commercial)	\$0.25 Sq. Ft.
NOTE: The Permit Fee for a Building Occupied in Part for Residential use and in Part for Non-Residential use Shall be the Sum of the Two Occupancy Fees Calculated Separately.	
Additions (Residential)	
Up to 100 Square Feet....	\$50
Each additional Square Foot....	\$0.20 Sq. Ft.
NOTE: Floor Area Same As For New Residential	
Additions (Non Residential/Commercial)	
Up to 100 Square feet	\$50
Each additional square foot	\$0.30 Sq. Ft.
Accessory Buildings	
Square feet	
under 100	no fee
over 100 up to 400	\$50
over 400 up to 700	\$90
over 700 up to 1000	\$120
over 1000	\$125 plus \$5 for each additional 100 sq. ft. or part thereof
Decks	
Square feet	
Up to 100	\$50
over 100	\$75
Alterations/Repair/Renovations	
Up to 200 Square feet	\$50
Each additional square foot	\$0.15 Sq. Ft.
Late Fee For Building Permit (not subject to Site Plan Approval)	\$250
Swimming Pools	
In-Ground	\$150
Above-Ground	\$75
Demolition Permits	
Up to 500 sq. ft.	\$50
Over 500 to 1000 sq. ft.	\$75
Over 1000 sq. ft.	\$100

<i>Subject</i>	<i>Fee</i>
Special Permits	
Initial Application-General Special Permits	\$150
Renewal-Terminable Special Permit	\$25
Modification of Special Permit	\$150
Initial Application - Live Entertainment	\$25
Renewal Application - Live Entertainment	\$25
Telecommunications Facility	
Facility-Special Permit	\$5,000
Co-location Permit	\$1,000
Building Permit	\$250
Refuse Removal	
Annual License	\$100
Junkyard	
Initial Application	\$1,000
Renewal Application	\$250
Mobile Home Courts	
Initial Application	\$200 + \$10 per acre for each acre over 10 acres
Annual License Fee	\$15 per unit
New Site Inspection Fee	\$50 per unit
In lieu Recreation Fee	\$150 per unit
Peddling & Soliciting Permit	
Per Person	\$10
Per Vehicle	\$10
Public Improvement Permit	
Per Permit	\$25
Signs	
Not-for-Profit Organizations	\$10
Real Estate Developments-- R-1, R-2, R-3, R-4 Districts	\$25 per year; renewable annually
Temporary Political Signs, Banners business promotion, etc.	\$10
Temporary announcement signs for special events of non-profit organizations in the Town of Boston	no fee
Wall identification signs	\$50
Ground Signs	\$100
Single or Double Pedestal Signs	\$100
Entrance or exit traffic control signs without advertising; max 12'h x 18'l	no fee
Soil Removal	
Annual Permit	\$100
FOIL	
Copies up to 8.5" x 14"	\$0.25
Copies over 8.5" x 14"	Actual Cost
Computer Disc	\$10.00

Certified & Genealogical Copies of Vital Records	\$10.00
Dog Licenses	Including Local Fee & NYS Surcharge
Spayed/Neutered	1 Year\$5 / 2 Year \$10 / 3 Year \$15
Unspayed/Unneutered	1 Year \$13 / 2 Year \$26 / 3 Year \$39
Purebred up to 10 dogs	\$25 + \$1 for each spayed/neutered Dog
Purebred up to 25 dogs	\$50 + \$1 for each unspayed/unneutered Dog
Woodburning Fireplaces/Stoves	
Permit	\$50
Cert. Of Occupancy / Zoning Compliance	
Permit	\$25
Zoning Board of Appeals	
Application for Variance	\$150
Appeal	\$150
Planning Board-Subdivision Development	
Subdivision 1 to 4 lots	\$50 per lot
Over 4 Lots	\$25 per lot - Minimum \$200
Rezoning Application	
up to 0.5 acres	\$50
over 0.5 acres up to 2.0 acres	\$150
over 2.0 acres up to 5.0 acres	\$150 plus \$25 per acre over 2.0 acres
over 5.0 acres up to 10.0 acres	\$225 plus \$15 per acre over 5.0 acres
over 10 acres	\$300 plus \$10 per acre over 10 acres
Application – Site Plan Review	
up to 1.0 acre	\$100
over 1.0 up to 2.0 acres	\$150
over 2.0 acres up to 5.0 acres	\$150 plus \$25 per acre over 2.0 acres
over 5.0 acres up to 10 acres	\$225 plus \$15 per acre over 5.0 acres
over 10 acres	\$300 plus \$10 per acre over 10 acres
Cobble Hill Cemetery	
Grave Site - Purchase Price	\$400
Grave Opening - Full Grave	\$400
Grave Opening - Infant Grave (up to 3 feet)	\$250
Cremation	\$150
Foundation - per foot	\$50
Foundation – Minimum	\$100
Books and Maps	
Code Books	\$200
Zoning Map	\$75
Code Book – Leaving Town Official	\$50
Late Fee For Any App. Arising out of Zoning Law	\$250
Adult Use Registration	
Processing Fee	\$500

Use of Facility	
Bathroom Facility User Fee	\$25
Daily Fee	
	\$100 w/\$50 refundable
Permits For Which There Is No Established Fee	\$50

TOWN OF BOSTON

2018 EMPLOYEE HOLIDAYS

NEW YEAR'S DAY	JANUARY 1	MONDAY
MARTIN LUTHER KING DAY	JANUARY 15	MONDAY
PRESIDENT'S DAY	FEBRUARY 19	MONDAY
GOOD FRIDAY	MARCH 30	FRIDAY
MEMORIAL DAY	MAY 28	MONDAY
INDEPENDENCE DAY	JULY 4	WEDNESDAY
LABOR DAY	SEPTEMBER 3	MONDAY
COLUMBUS DAY	OCTOBER 8	MONDAY
ELECTION DAY	NOVEMBER 6	TUESDAY
VETERAN'S DAY	NOVEMBER 12	MONDAY
THANKSGIVING DAY	NOVEMBER 22	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 23	FRIDAY
CHRISTMAS EVE	DECEMBER 24	MONDAY
CHRISTMAS	DECEMBER 25	TUESDAY
NEW YEAR'S EVE	DECEMBER 31	MONDAY

****THIS HOLIDAY SCHEDULE DOES NOT APPLY TO HIGHWAY EMPLOYEES. PLEASE REFER TO THE COLLECTIVE BARGAINING AGREEMENT.**

AGREEMENT TO SPEND HIGHWAY FUNDS

YEAR 2018

TOWN OF Boston

COUNTY OF Erie

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

1. GENERAL REPAIRS

The sum of \$ 243,160.69 may be expended for general repairs upon 37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

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

(a) On all town roads that need repair after winter damage, starting at _____ and _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: _____ inch(es) Thickness binder _____ inch(es)
Other _____

(b) On Rice Road, starting at Back Creek Road and _____, a distance of .84 miles, there shall be expended not over the sum of \$ _____.
Type Top: 7F Top Width of traveled surface: 20 feet
Thickness Top: _____ inch(es) Thickness binder: _____ inch(es)
Other _____

(c) On _____, starting at _____ and _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.
Type Top: _____ Width of traveled surface: _____ feet
Thickness Top: 2 inch(es) Thickness binder: _____ inch(es)
Other _____

Supervisor _____	Date _____	Council Member _____	Date _____
Council Member _____	Date _____	Council Member _____	Date _____
Council Member _____	Date _____	Council Member _____	Date _____
Council Member _____	Date _____	<u>Robert T. Talar</u> Highway Superintendent	<u>12/26/17</u> Date

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

2018 COMMITTEE APPOINTMENTS

AUDIT COMMITTEE - Town Board Members

TRAFFIC SAFETY & ROADWAYS Chairman-Councilman Munger

INSURANCE Chairman- Councilwoman Lucacick, Attorney for the Town, Town Clerk Quinlan

I.T. COMMITTEE Chairman- Councilman Munger, Supervisor Assistant

INVESTMENT ADVISORY Chairman- Councilman Cartechine, Attorney for the Town, Town Board, Mark Flaherty, Designated Representatives from Boston, N. Boston, & Patchin Fire Companies

SOLID WASTE & REFUSE Chairman-Councilman Munger, Attorney for the Town, Town Clerk Quinlan

INSPECTION Chairman- Code Enforcement Officer Ferguson, Town Board

CABLE TV Chairman-Councilwoman Lucachick, Attorney for the Town

DRAINAGE Chairman-Councilman Munger, Hwy Supt. Telaak, Town Engineer

ZONING REVIEW Chairman- Attorney for the Town., Councilman Cartechine, Code Enforcement Officer Ferguson, Zoning Chairwoman Prackajlo

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

RECREATION Chairman- Councilman Cartechine, Hwy Supt. Telaak, Recreation Director Zenuik

RECORDS Chairwoman-Town Clerk Quinlan, Supervisor Keding, Leo Jensen

DEFERRED COMPENSATION Chairwoman- Town Bookkeeper, Supervisor Keding, Town Clerk Quinlan, Councilman Cartechine

CAPITAL IMPROVEMENT Chairman-Herbert Klein, Supervisor Keding, Town Grant Writer, Councilman TBD , Attorney for the Town.

OFFICE OF EMERGENCY MGMT Director- Gene Wieckowski

BOSTON SENIORS – GROUP #1 President- William Davis, Secretary – Gayle Davis,

Treasurer – Lois Lizak, Theresa Gresco, Philomena Saeli, Art May, Erma Kern, Florence Weiss Rosa

YOUNG AT HEART – GROUP #2 President- Carolyn Latosinski, Vice Pres.- Jeanne Ruchalski, Secretary- Judy Zemrac, Treasurer- Larry Steward, Membership-Marie Kreuder, Joyce Carr Sunshine- Jeanne Ruchalski, Bocce- Val Bezilla

CHRISTMAS LIGHTING - Councilman Munger, Town Bookkeeper, Supervisor Assistant

GRANT WRITER LIAISON – Councilwoman Lucachick

2018 Liaison Assignments:

Jennifer Lucachik

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

Michael Cartechine

Fire Departments, Fire Benefit Program, Engineering, Christmas Lighting, Conservation Advisory Council, Senior Citizens, Zoning Board, Recreation,

Zach Munger

Drainage, Streets and Lighting, Chamber of Commerce, Traffic and Highway Safety, Historical Society, Nutrition, Solid Waste

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 BOY SCOUT TROOP 491 Date 12/13/17

Name of person responsible for facilities RICHARD HELMBRECHT
Title _____

Applicant Address [REDACTED]

Applicant Daytime Phone [REDACTED] # Of Attendees: 100

Date(s) Requested* 2/4/2018 Time 7 AM Type of Event PANCAKE BREAKFAST
Set Up 7 AM Take Down 2 PM

Sporting Leagues — Please attach Schedule

****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)

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 Unys Date 11 / 20 / 17

Name of person responsible for facilities Pasquale J. Magyione
Title Account Executive

Applicant Address [REDACTED]

Applicant Daytime Phone [REDACTED] # Of Attendees: _____

Date(s) Requested* Tuesday Feb. 27th Time 3 PM Type of Event 16-20

Set Up 2:15 PM Take Down 7:30 PM

Sporting Leagues — Please attach Schedule

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

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