

AGENDA
REGULAR MEETING - TOWN OF BOSTON
FEBRUARY 6, 2019 - 7:30 P.M.

ITEM NO. I PRELIMINARY MATTERS

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

ITEM NO. II REGULAR BUSINESS

1. Correction and Adoption of the Minutes 1/16/2019
2. Consideration of all Fund Bills.

ITEM NO. III CORRESPONDENCE

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3 minute time limit per person).
2. Public Hearing to extend Boston EMS Contract
3. Resolution 2019-05 AUTHORIZING CONTRACT FOR GENERAL AMBULANCE SERVICE WITH BOSTON EMERGENCY SQUAD, INC.
4. Public Hearing for Cable Franchise Agreement
5. Resolution 2019-06 GRANTING A CABLE TELEVISION FRANCHISE HELD BY TIME WARNER CABLE NORTHEAST LLC
6. Application for Use of Town Meeting Facility – Hospice Spring Bouquet Delivery
7. Patricia Maxwell – Request to attend Association of Towns Annual Conference
8. Zach Munger – Request to attend Association of Towns Annual Conference
9. Annual Refuse Licenses
10. Resolution 2019-07 LEASE AGREEMENT WITH BOSTON FREE LIBRARY ASSOCIATION
11. Lease and Depository Agreement – Boston Free Library Association
12. Approve Connie Miner, Grant Writer Contract
13. Resolution 2019-08 APPROVE codeRED Service Agreement

ITEM NO. V OLD BUSINESS

ITEM NO. VI REPORTS AND PRESENTATIONS

1. Supervisor
2. Town Clerk
3. Highway Superintendent
4. Attorney for the Town
5. Councilmembers

ITEM NO. VIII ADJOURNMENT OF MEETING

1. Adjournment of Meeting

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

Absent: Councilman Zachary Munger, Highway Superintendent Telaak.

Also Present: Attorney for the Town Costello.

Under preliminary matters, a motion was made by Councilwoman Lucachik and seconded by Supervisor Keding to schedule a Public Hearing for the 2019 Local Law Intro. No. 1, entitled: "A LOCAL LAW Amending Chapter 104 of the Boston Town Code, Subdivision of Land." for February 20, 2019 at 7:45 pm. at the Boston Town Hall.

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

four (4) Yes Carried

A motion was made by Councilwoman Martin and seconded by Supervisor Keding to adopt the minutes of the January 2, 2019 regular meeting.

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

four (4) Yes Carried

A motion was made by Councilman Cartechine and seconded by Councilwoman Martin, upon review by the Town Board, that fund bills in the amount of \$ 163,090.57 be paid.

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

four (4) Yes Carried

Supervisor Keding stated the following has been received and filed under correspondence:

Received Zoning Board of Appeals 2018 Public Hearings and Outcomes.

Erie County Resolution revising the maximum allowable income levels for the Senior Citizen Real Property Tax Exemption for County Property Tax. Effective on the 2019 Assessment Roll for the 2020 Town and County taxes.

Supervisor Keding stated the floor is open for public comment.

There were no comments from the public.

Supervisor Keding stated the floor is closed.

A motion was made by Councilwoman Lucachik and seconded by Councilman Cartechine to schedule a public hearing for Cable Franchise Agreement for February 6, 2019 at 7:45 pm. at the Boston Town Hall.

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

four (4) Yes

Carried

A motion was made by Councilwoman Martin and seconded by Councilwoman Lucachik to approve the Use of Facility application for St. Martin's Lutheran Church Picnic on August 18, 2019, 10:00 am - 3:00 pm, Town Hall Community room with kitchen, Boston Town Park Fields, Lions Shelter, and bathroom facilities.

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

four (4) Yes

Carried

A motion was made by Councilwoman Martin and seconded by Supervisor Keding to approve the Use of Facility application for the Kurt Adamchick, for a wedding ceremony on October 19, 2019, 1:00 pm, Lions Shelter and bathroom facilities.

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

four (4) Yes

Carried

A motion was made by Councilwoman Martin and seconded by Councilwoman Lucachik to approve the Use of Facility application for the Trooper David C. Brinkerhoff Foundation, 5K/10K race for Friday, June 14 setup and Saturday, June 15, 2019 from 8:00 am to 2:00 pm, Town Hall Community Room, Lions Shelter, bathroom facilities, and Town Fields.

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

four (4) Yes

Carried

A motion was made by Councilman Cartechine and seconded by Councilwoman Martin,

Motion Con't

**RESOLUTION 2019-03 DESIGNATING SUPERVISOR KEDING AS THE
TOWN'S DELEGATE TO THE ANNUAL BUSINESS
MEETING OF THE NEW YORK STATE
ASSOCIATION OF TOWNS**

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

three (3) Yes	one (1) Recusal	Carried
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A motion was made by Supervisor Keding and seconded by Councilwoman Lucachik to appoint Kathy Prackajlo as Marriage Officer.

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

four (4) Yes	Carried
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A motion was made by Councilman Cartechine and seconded by Councilwoman Martin to appoint Melissa McCaffrey as Recreation Director.

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

four (4) Yes	Carried
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A motion was made by Supervisor Keding and seconded by Councilwoman Lucachik to appoint Rich Hawkins as Deputy Supervisor.

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

four (4) Yes Carried

A motion was made by Councilwoman Lucachik and seconded by Supervisor Keding,

RESOLUTION 2019-04 LABELLA ASSOCIATES TO SERVE AS TOWN ENGINEER

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

four (4) Yes	Carried
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A motion was made by Supervisor Keding and seconded by Councilman Cartechine, 284 agreement to spend Town Highway Funds.

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

four (4) Yes

Carried

Town Clerk Quinlan reported on the following:

The Town Clerk's monthly report for December and the 2018 Annual Report has been submitted to the Supervisor.

Town Hall will be closed on Monday, January 21st, in observance of Martin Luther King Jr. Day.

The Boy Scout Pancake Breakfast will be held on Sunday, February 3rd at the Patchin Fire Hall.

Received the updated appointments from the senior groups:

BOSTON SENIORS – President -- Bill Davis, Secretary – Gayle Davis, Treasurer – Debra Harris, Board Members -- Theresa Gresco, Philomena Saeli, Erma Kern, Florence Weiss Rosa, Joyce Lesinski.

YOUNG AT HEART – President -- Carolyn Latosinski, Vice Pres. -- Joyce Carr, Secretary -- Judy Zemrac, Treasurer -- Larry Steward, Membership -- Marie Kreuder, Sunshine – Sandy LeRoy, Bocce- Val Bezilla.

Attorney for the Town Costello reported on the following:

FEMA has advised the town that there are certain revisions to its Local Laws with respect to flood insurance that need to be made, it may be necessary for the Board to pass a Local Law enacting some of the new requirements in order for the Town to remain eligible and residents to remain eligible for flood insurance.

Councilman Cartechine reported on the following:

Attended Planning Board meeting on January 8th, Dollar General representative did not attend meeting, Boston Fire Company submitted the plan to build a new Station 2 on South Feddick Road.

Process in renovating the Rec Building and met with the counselors regarding changes in the department. Congratulated Melissa McCaffrey on her appointment as Recreation Director and thanked Tony Zeniuk for his five years of service to the Rec Department.

Met with Bill from the Orchard Park Boys and Girls Club and will be scheduling an informational meeting for the public.

Will be scheduling a date to meet with everyone that submitted a letter to the Ethics Board.

Boston Colden Chamber of Commerce will be having a membership drive on January 24th from 6 to 8 pm at the Boston Hotel.

Councilwoman Lucachik reported on the following:

Planning Board meeting, concept discussion with the Boston Fire Company.
Attended annual NEST meeting and dinner on January 10th, Household Hazardous Waste drop-offs sponsored by Erie County will have events requiring reservation to drop off, scheduled for May, June, August, September, and October.

Councilwoman Martin reported on the following:

CAC meeting will be on January 28th at 7:00 pm. Planning LEAF Event and other events for the year and looking for a few more volunteer members.

Supervisor Keding reported on the following:

NYSEG is working on updating infrastructure in the Town of Boston and tree trimming, to help reduce the power outages.
Town of Boston was awarded a \$100,000 Community Development Block Grant to improve the North Boston Park.
Erie County Water Quality Committee provided information regarding invasive plant and insect species.
Waste Management will pick up Christmas Trees placed with your refuse.
Will work with LaBella Engineering regarding drainage issues in town.
Explained further the benefit of reservations needed for Household Hazardous Waste drop-off.

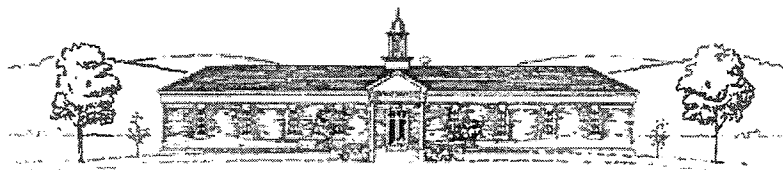
A motion was made by Supervisor Keding and seconded by Councilwoman Lucachik to adjourn the meeting at 7:58 pm.

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

Four (4) Yes

Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK



TOWN OF BOSTON

Town Board Meeting Date: February 6, 2019

		<u>Total Amount</u>
Abstract #1 – December 2018 Payables	Journal #PA-1201	\$6,683.64
Abstract #2 – January 2019 Payables	Journal #AP-1202	\$108,525.01

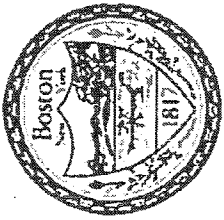
Total Payables submitted for approval: \$115,208.65

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

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

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

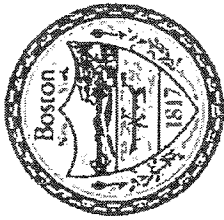
February 6, 2019 - ABSTRACT - 2018 Payables



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

Created By: epericak

Journal Number: PA - 1201	Journal Desc: AP Batch 63	Account Description	Trans Description	Date	Journal Date: 12/31/2018	Reference	Debit	Credit	Status: Currently Active	ENCLOSURE Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 Prior AP Account		12/31/2018	Fund A00 Prior AP Account		\$0.00	\$6,037.53		32
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2018-12-01 December 2018 Justice Fees to State/County		12/31/2018	Vendor#: 178		\$2,604.50	\$0.00		25
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Ara Brignoni 183 Court Interpreter 11/26/18		12/31/2018	Vendor#: 1870		\$183.72	\$0.00		31
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Blue360 Media INV-38249- 2019		12/31/2018	Vendor#: 1762		\$56.25	\$0.00		7
A00-1410-0401-0000	TOWN CLERK- CONTR	NYS Vehicle & Traffic Law - Judge Vacco		12/31/2018	Vendor#: 1320		\$132.13	\$0.00		4
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV650153 Town Clerk - Misc. Supplies		12/31/2018	Vendor#: 1320		\$14.27	\$0.00		5
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO., INC. PINV651393 Town Clerk - Rechargeable AAA Battery 4 pack		12/31/2018	Vendor#: 1320		\$331.20	\$0.00		6
A00-1420-0401-0000	ATTORNEY- CONTR	EATON OFFICE SUPPLY CO., INC. PIN657805 Town Clerk - 2 Chairs ordered 12/28/18		12/31/2018	Vendor#: 1726		\$250.00	\$0.00		1
A00-1620-0400-0000	BUILDINGS- CONTR	Barclay Danton LLP 5008738 Professional Services through 12/31/18 - Review of Proposed Development		12/31/2018	Vendor#: 246		\$362.50	\$0.00		2
A00-1620-0400-0000	BUILDINGS- CONTR	BALL TOILETS & SEPTIC SERVICE A-4984 Pumped Grease Trap in Town Hall Kitchen		12/31/2018	Vendor#: 641		\$133.00	\$0.00		24
A00-1620-0400-0000	BUILDINGS- CONTR	TRI-R MECHANICAL SERVICES 11294 Asbestos testing & labor charges on 11/29/18		12/31/2018	Vendor#: 96		\$61.64	\$0.00		23
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY 12/18 - Acct. #12810500-5 Acct. #12810500-5 Town Hall Oct-Dec 2018		12/31/2018	Vendor#: 1878		\$375.00	\$0.00		30
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Liberty Janitorial 012419 - 2018 Janitorial Services 11/23/18 - 12/30/18		12/31/2018	Vendor#: 96		\$48.73	\$0.00		26
A00-5132-0400-0000	GARAGE-CONTR	ERIE COUNTY WATER AUTHORITY 12/18 - Acct. #60550160-9 Acct. #60550160-9 Rec Building Oct-Dec 2018		12/31/2018	Vendor#: 96		\$263.75	\$0.00		27

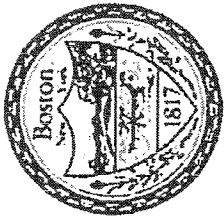


Town of Boston
Journal Proof Report
Fiscal Year: 2017 - 2018

Created By: epericak

Journal Number: PA - 1201		Journal Desc: AP Batch 63		Trans Description	Date	Reference	Account Period: 13 - Post Closing		Status: Currently Active	
Account#	Account Description						Debit	Credit	ENCLOS	Seq #
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR			THERESA HORSCHEL December 2018 December 2018 Nutrition Supplies	12/31/2018	Vendor#: 226	\$3.34	\$0.00	\$0.00	23
A00-9010-0400-0000	ZONING-CONTR			SARAH DESJARDINS Oct-Dec 2018 October - December Planning Hours	12/31/2018	Vendor#: 1560	\$1,217.50	\$0.00	\$0.00	3
DB0-0600-0000-0000	ACCOUNTS PAYABLE			Fund DB0 Prior AP Account	12/31/2018	Fund DB0 Prior AP Account	\$0.00	\$191.45	\$0.00	33
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$20.00	\$0.00	\$0.00	8
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$4.98	\$0.00	\$0.00	9
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$13.36	\$0.00	\$0.00	10
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$13.99	\$0.00	\$0.00	11
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$7.67	\$0.00	\$0.00	12
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$55.95	\$0.00	\$0.00	13
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$2.50	\$0.00	\$0.00	14
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			RUCKER LUMBER INC, Dec 2018 Highway Act 1470 - Dec 2018 Invoices	12/31/2018	Vendor#: 24	\$9.49	\$0.00	\$0.00	15
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement	12/31/2018	Vendor#: 204	\$0.00	\$290.89	\$0.00	16
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement	12/31/2018	Vendor#: 204	\$138.01	\$0.00	\$0.00	17
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement	12/31/2018	Vendor#: 204	\$23.98	\$0.00	\$0.00	18

February 6, 2019 - ABSTRACT - 2018 Payables



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

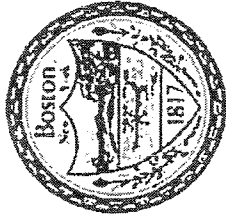
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Journal Number: PA - 1201	Journal Desc: AP Batch 63	Account Description	Trans Description	Date	Journal Date: 12/31/2018	Reference	Account Period: 13 - Post Closing	Debit	Credit	Status: Currently Active	Seq #
Account#											
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement		12/31/2018	Vendor#: 204			\$40.33	\$0.00		19
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement		12/31/2018	Vendor#: 204			\$88.90	\$0.00		20
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement		12/31/2018	Vendor#: 204			\$56.00	\$0.00		21
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Genuine Parts Company - NAPA Auto Parts Acct 6461772 - December 2018 Highway Parts - December 2018 Statement		12/31/2018	Vendor#: 204			\$7.18	\$0.00		22
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 Prior AP Account		12/31/2018	Fund SM0 Prior AP Account			\$0.00	\$163.77		34
SM0-4540-0400-0000	CONTRACTUAL	ERIE COUNTY WATER AUTHORITY 12/18 - Acct. #12810600-7 Acct. #12810600-7 Boston EMS Oct-Dec 2018		12/31/2018	Vendor#: 96			\$163.77	\$0.00		28
Total Number of 34 Transactions								\$6,683.64	\$6,683.64		\$0.00

PA - 1201 Summary By Fund Number

Fund	Debit	Credit	ENCUM
A00	\$6,037.53	\$6,037.53	\$0.00
DB0	\$482.34	\$482.34	\$0.00
SM0	\$163.77	\$163.77	\$0.00
Total	\$6,683.64	\$6,683.64	\$0.00

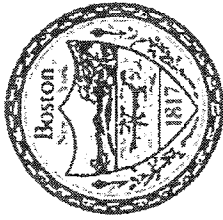
February 6, 2019 - ABSTRACT - 2019 Payables



Town of Boston Journal Proof Report Fiscal Year: 2019

Created By: epericak

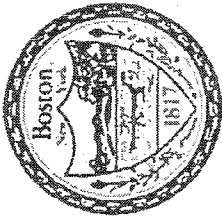
Journal Number: AP - 1202		Journal Desc: AP Batch 3		Journal Date: 2/6/2019		Account Period: 2 - Feb		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLOS	Seg #	
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	2/6/2019	Fund A00 AP Account	\$0.00	\$19,202.77		83	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	THOMSON REUTERS-WEST 839614420 2019 NY Laws	2/6/2019	Vendor#: 1696	\$375.00	\$0.00		8	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYSAMCC, Inc. 2019 Annual Dues 2019 Membership Dues	2/6/2019	Vendor#: 1763	\$50.00	\$0.00		24	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYSAMCC, Inc. 2019 Annual Dues 2019 Membership Dues	2/6/2019	Vendor#: 1763	\$25.00	\$0.00		25	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NEW YORK STATE MAGISTRATES ASS. 2019 Dues 2019 Membership Dues - Judge Bender & Judge Vacco	2/6/2019	Vendor#: 107	\$110.00	\$0.00		50	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NEW YORK STATE MAGISTRATES ASS. 2019 Dues 2019 Membership Dues - Judge Bender & Judge Vacco	2/6/2019	Vendor#: 107	\$110.00	\$0.00		51	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$59.98	\$0.00		57	
A00-1220-0400-0000	SUPERVISOR- CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$59.98	\$0.00		58	
A00-1220-0400-0000	SUPERVISOR- CONTR	EATON OFFICE SUPPLY CO., INC. PINV660829 Supervisor & Bookkeeper - Office Supplies	2/6/2019	Vendor#: 1320	\$19.00	\$0.00		16	
A00-1355-0401-0000	ASSESSOR- CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$29.99	\$0.00		59	
A00-1410-0401-0000	TOWN CLERK- CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$59.98	\$0.00		60	
A00-1440-0400-0000	ENGINEER- CONTR	HANNON ENGINEERING, PC 1360 Engineering Services January 2019 (5 hrs)	2/6/2019	Vendor#: 1232	\$500.00	\$0.00		66	
A00-1620-0400-0000	BUILDINGS- CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$453.27	\$0.00		64	
A00-1620-0400-0000	BUILDINGS- CONTR	Johnson Controls Fire Protection LP 85525412 Alarm & Detection Labor Charges - Highway garage January 2019	2/6/2019	Vendor#: 352	\$350.28	\$0.00		41	
A00-1620-0400-0000	BUILDINGS- CONTR	SHERWIN-WILLIAMS CO. 9109-7 Courtroom Paint	2/6/2019	Vendor#: 294	\$27.50	\$0.00		7	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 1/19 - Acct. #1001-0312-469 Acct. #1001-0312-469 Town Hall	2/6/2019	Vendor#: 37	\$658.99	\$0.00		15	



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Journal Proof Report
Fiscal Year: 2019

Created By: epericak

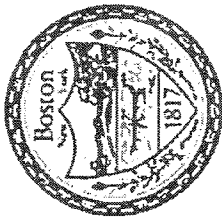
Journal Number: AP - 1202		Journal Desc: AP Batch 3		Journal Date: 2/6/2019		Account Period: 2 - Feb		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 1/19 - Acct. #1003-3567-107 Acct. #1003-3567-107 - Rec Building	2/6/2019	Vendor#: 37	\$141.49	\$0.00	\$0.00	13	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 159985 Buildings Acct. 1475 - New Keys for Community Room Thermostat	2/6/2019	Vendor#: 24	\$3.58	\$0.00	\$0.00	9	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 1/19 - Acct. #3237465 08 Acct. #3237465 08 - Town Hall January 2019	2/6/2019	Vendor#: 726	\$1,142.73	\$0.00	\$0.00	1	
A00-1620-0400-0000	BUILDINGS- CONTR	BUFFALO ALARM INC. 69803 25 Access Cards	2/6/2019	Vendor#: 420	\$85.00	\$0.00	\$0.00	4	
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1603595 Town Hall Supplies	2/6/2019	Vendor#: 1296	\$81.57	\$0.00	\$0.00	27	
A00-1620-0400-0000	BUILDINGS- CONTR	Liberty Janitorial 012419 - 2019 Janitorial Services 1/3/19 - 1/17/19	2/6/2019	Vendor#: 1878	\$625.00	\$0.00	\$0.00	34	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 1/19 - Acct. #6897553 08 Acct. #6897553 08 - Town Hall January 2019	2/6/2019	Vendor#: 726	\$167.08	\$0.00	\$0.00	77	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	LOGICS 17433 Annual Hosting Fee 1/1/19 - 12/31/19	2/6/2019	Vendor#: 1549	\$3,708.00	\$0.00	\$0.00	80	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	WILLIAMSON LAW BOOK CO. 174744 Town Clerk Plus Software 2/1/2019 - 1/31/2020	2/6/2019	Vendor#: 106	\$706.00	\$0.00	\$0.00	81	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	LIROR LLC 3618 Exchange Online Plan - 16 licenses for 2019	2/6/2019	Vendor#: 1607	\$670.08	\$0.00	\$0.00	73	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc, Inc. IN3051586 Printer Copies 12/24/18 - 1/23/19	2/6/2019	Vendor#: 1787	\$8.66	\$0.00	\$0.00	74	
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	ASSOC. OF ERIE CTY GOVTS 2019 Dues 2019 Membership Dues	2/6/2019	Vendor#: 60	\$225.00	\$0.00	\$0.00	6	
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT	CONNIE D. MINER Feb 2019 February 2019 Grant Writing Services	2/6/2019	Vendor#: 69	\$1,250.00	\$0.00	\$0.00	32	
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT	CONNIE D. MINER Jan 2019 January 2019 Grant Writing Services	2/6/2019	Vendor#: 69	\$1,250.00	\$0.00	\$0.00	33	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/19 - Acct. #1001-9307-296 Acct. #10019307-296 - Signal	2/6/2019	Vendor#: 37	\$17.60	\$0.00	\$0.00	19	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/19 - Acct. #1001-9306-690 Acct. #1001-9308-690 - Signal at Boston Cross	2/6/2019	Vendor#: 37	\$42.91	\$0.00	\$0.00	11	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/19 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Rd. Signal	2/6/2019	Vendor#: 37	\$25.01	\$0.00	\$0.00	12	
A00-3510-0400-0000	DOG CONTROL- CONTR	Cappellano Chevrolet, Inc. 91244 Dog Control Van Repairs	2/6/2019	Vendor#: 1569	\$347.78	\$0.00	\$0.00	26	



Town of Boston
Journal Proof Report
Fiscal Year: 2019

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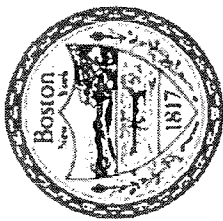
Journal Number: AP - 1202		Journal Desc: AP Batch 3		Trans Description	Date	Journal Date: 2/6/2019	Account Period: 2 - Feb		Status: Currently Active	
Account#	Account Description						Debit	Credit	ENCUM	Seq #
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Cintas 5012817952 Highway Cleaning & Medical Supplies	2/6/2019	Vendor#: 1758			\$55.20	\$0.00	\$0.00	67
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	EATON OFFICE SUPPLY CO., INC. PINV659232 Highway Supplies - binder, calendar, pens	2/6/2019	Vendor#: 1320			\$146.10	\$0.00	\$0.00	40
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1603597 Highway Uniforms & Supplies	2/6/2019	Vendor#: 1296			\$169.31	\$0.00	\$0.00	47
A00-5132-0400-0000	GARAGE-CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242			\$149.95	\$0.00	\$0.00	61
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1602064 Highway Uniforms & Supplies	2/6/2019	Vendor#: 1296			\$95.77	\$0.00	\$0.00	36
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 1/19 - Acct. #1001-0312-477 Acct. #1001-0312-477 Highway Building	2/6/2019	Vendor#: 37			\$331.07	\$0.00	\$0.00	14
A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 1/19 - Acct. #3237464 10 Acct. #3237464 10 - Highway Garage January 2019	2/6/2019	Vendor#: 726			\$1,381.16	\$0.00	\$0.00	3
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242			\$29.99	\$0.00	\$0.00	62
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	THERESA HORSCHER January 2019 January 2019 Nutrition Supplies and Mileage Reimbursement	2/6/2019	Vendor#: 226			\$85.00	\$0.00	\$0.00	69
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	MEALS ON WHEELS FOR WNY, INC. 2019 2019 Donation	2/6/2019	Vendor#: 1491			\$1,000.00	\$0.00	\$0.00	52
A00-7110-0400-0000	PARKS-CONTR	NYSEG 1/19 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park	2/6/2019	Vendor#: 37			\$63.17	\$0.00	\$0.00	53
A00-7110-0400-0000	PARKS-CONTR	NYSEG 1/19 - Acct. #1001-1771-929 Acct. #1001-1771-829 Athletic Field	2/6/2019	Vendor#: 37			\$24.02	\$0.00	\$0.00	71
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS January 2019 January 2019 Planning Hours	2/6/2019	Vendor#: 1560			\$325.00	\$0.00	\$0.00	10
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 182125 HRA Admin Fee 2/1/19-2/28/19	2/6/2019	Vendor#: 1376			\$34.15	\$0.00	\$0.00	30
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 181050 HRA Admin Fee 1/1/19-1/31/19	2/6/2019	Vendor#: 1376			\$34.15	\$0.00	\$0.00	28
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 120874 Employee Funded Supplemental Health Ins. - January 2019	2/6/2019	Vendor#: 1887			\$205.92	\$0.00	\$0.00	75



Town of Boston
Journal Proof Report
Fiscal Year: 2019

Created By: epericak

Journal Number: AP - 1202		Journal Desc: AP Batch 3		Journal Date: 2/6/2019		Account Period: 2 - Feb		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLOS	Seq #	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 190250001376 Health Insurance Premiums 2/1/19 - 2/28/19	2/6/2019	Vendor#: 1378	\$1,486.35	\$0.00	\$0.00	78	
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	2/6/2019	Fund DB0 AP Account	\$0.00	\$17,764.57	\$0.00	86	
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	THE PUMP DOCTOR 15478 Auto Silk Paper	2/6/2019	Vendor#: 198	\$49.66	\$0.00	\$0.00	54	
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	CERTIFIED LABORATORIES 3393283 Diesel Fuel Testing	2/6/2019	Vendor#: 1229	\$1,079.82	\$0.00	\$0.00	38	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 18442108 Muffler	2/6/2019	Vendor#: 177	\$83.88	\$0.00	\$0.00	39	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	CCP INDUSTRIES IN02243062 Highway - Absorbal Towels	2/6/2019	Vendor#: 291	\$212.19	\$0.00	\$0.00	42	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	J & J INDUSTRIAL SUPPLIES LLC PHS019793 Hex Nuts, Terminals, Cable Ties	2/6/2019	Vendor#: 1051	\$131.29	\$0.00	\$0.00	55	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 18949231 Wiper Blades	2/6/2019	Vendor#: 177	\$43.20	\$0.00	\$0.00	56	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SOUTHSIDE TRAILER SERVICE, INC 236188-00 Channel Spacers	2/6/2019	Vendor#: 539	\$86.12	\$0.00	\$0.00	48	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	HANES SUPPLY, INC. 1265220-00 Highway Supplies - 8" HD Swivel Castler Bearing	2/6/2019	Vendor#: 685	\$386.12	\$0.00	\$0.00	49	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 87201368 Acetylene & Oxygen Cylinders 12/20/18 - 1/20/19	2/6/2019	Vendor#: 1039	\$134.85	\$0.00	\$0.00	68	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 18100391 Install Wheel U-joint on 2009 Ford 550	2/6/2019	Vendor#: 177	\$198.26	\$0.00	\$0.00	37	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	BUFFALO CLUTCH CO, INC. 194875 Replace PTO Housing Bearing on Chipper	2/6/2019	Vendor#: 1432	\$468.26	\$0.00	\$0.00	35	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0583678 Salt (76.01 tons) - Ticket #918842, 919035	2/6/2019	Vendor#: 135	\$1,069.78	\$0.00	\$0.00	20	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0583678 Salt (76.01 tons) - Ticket #918842, 919035	2/6/2019	Vendor#: 135	\$1,068.38	\$0.00	\$0.00	22	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0583090 Salt (70.91 tons) - Ticket #918225, 918427	2/6/2019	Vendor#: 135	\$998.05	\$0.00	\$0.00	45	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0583090 Salt (70.91 tons) - Ticket #918225, 918427	2/6/2019	Vendor#: 135	\$996.65	\$0.00	\$0.00	43	
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR.	AMERICAN ROCK SALT CO LLC 0583090 Salt (70.91 tons) - Ticket #918225, 918427	2/6/2019	Vendor#: 135	\$996.64	\$0.00	\$0.00	44	



Town of Boston
Journal Proof Report
Fiscal Year: 2019

Created By: epericak

Journal Number: AP - 1202			Journal Desc: AP Batch 3		Journal Date: 2/6/2019		Account Period: 2 - Feb		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCL	Seq #		
D80-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0583090 Salt (70.91 tons) - Ticket #918225, 918427	2/6/2019	Vendor#: 135	\$998.05	\$0.00	\$0.00	46		
D80-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0583678 Salt (76.01 tons) - Ticket #918842, 919035	2/6/2019	Vendor#: 135	\$1,088.37	\$0.00	\$0.00	23		
D80-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0583678 Salt (76.01 tons) - Ticket #918842, 919035	2/6/2019	Vendor#: 135	\$1,089.79	\$0.00	\$0.00	21		
D80-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 181050 HRA Admin Fee 1/1/19-1/31/19	2/6/2019	Vendor#: 1376	\$47.81	\$0.00	\$0.00	29		
D80-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 182125 HRA Admin Fee 2/1/19-2/28/19	2/6/2019	Vendor#: 1376	\$54.64	\$0.00	\$0.00	31		
D80-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 120674 Employee Funded Supplemental Health Ins. - January 2019	2/6/2019	Vendor#: 1887	\$379.18	\$0.00	\$0.00	76		
D80-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 190250001376 Health Insurance Premiums 2/1/19 - 2/28/19	2/6/2019	Vendor#: 1376	\$6,143.58	\$0.00	\$0.00	79		
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	2/6/2019	Fund SF0 AP Account	\$0.00	\$55.00	\$0.00	88		
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 427621 North Boston Fire Company - Respirator Test 1/10/19	2/6/2019	Vendor#: 1499	\$55.00	\$0.00	\$0.00	72		
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	2/6/2019	Fund SG0 AP Account	\$0.00	\$51,924.44	\$0.00	87		
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 3846498-1342-1 Curb Service Period 02/01/19-02/28/19	2/6/2019	Vendor#: 432	\$51,924.44	\$0.00	\$0.00	65		
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	2/6/2019	Fund SM0 AP Account	\$0.00	\$19,483.23	\$0.00	84		
SM0-4540-0400-0000	CONTRACTUAL	BOSTON EMERGENCY SQUAD 2019-1 2019 EMS Contract - 1st Payment, General Operation Costs	2/6/2019	Vendor#: 430	\$18,500.00	\$0.00	\$0.00	82		
SM0-4540-0400-0000	CONTRACTUAL	TIME WARNER CABLE 170137302012019 Services 01/29/19 through 02/28/19	2/6/2019	Vendor#: 1242	\$34.99	\$0.00	\$0.00	63		
SM0-4540-0400-0000	CONTRACTUAL	The Buffalo News 143929 Public Hearing Notice for EMS Contract - AD# 1474207	2/6/2019	Vendor#: 1671	\$43.00	\$0.00	\$0.00	70		
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 1/19 - Acct. #1001 6047-341 Acct. #1001-6047-341 - Boston EMS	2/6/2019	Vendor#: 37	\$479.77	\$0.00	\$0.00	18		

February 6, 2019 - ABSTRACT - 2019 Payables



Town of Boston
Journal Proof Report
Fiscal Year: 2019

Created By: epericak

Journal Number: AP - 1202	Journal Desc: AP Batch 3	Account Description	Trans Description	Date	Journal Date: 2/6/2019	Reference	Account Period: 2 - Feb	Debit	Credit	Status: Currently Active
Account#										ENCLOSURE Seq #
SMO-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 427316 Boston EMS - Respirator Fit Test 1/5/19	2/6/2019	Vendor#: 1499			\$20.00	\$0.00	\$0.00	5
SMO-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 1/19 - Acct. #3237466 06 Acct. #3237466 06 - EMS Hall January 2019	2/6/2019	Vendor# 726			\$405.47	\$0.00	\$0.00	2
TAO-0600-0000-0000	ACCOUNTS PAYABLE	Fund TAO AP Account	2/6/2019	Fund TAO AP Account			\$0.00	\$95.00	\$0.00	85
TAO-1000-0080-0000	Dog Shelter Fees	Eden Veterinary Clinic, PLLC 2205851 1/11/19 - Retriever/Shepherd boarding & rabies	2/6/2019	Vendor#: 1860			\$95.00	\$0.00	\$0.00	17
Total Number of 88 Transactions								\$108,525.01	\$108,525.01	\$0.00

AP - 1202 Summary By Fund Number

Fund	Debit	Credit	ENCLOSURE
A00	\$19,202.77	\$19,202.77	\$0.00
D00	\$17,764.57	\$17,764.57	\$0.00
SF0	\$55.00	\$55.00	\$0.00
SG0	\$51,924.44	\$51,924.44	\$0.00
SM0	\$19,483.23	\$19,483.23	\$0.00
TA0	\$95.00	\$95.00	\$0.00
Total	\$108,525.01	\$108,525.01	\$0.00

? Cust Def Cust Ad Ad+ Disp Cal Pay Con User Hist

Class 761 - Legal Notices Type 1 - Legal (wrap) Rate 300 Classified

Run S M T W T F S Start 01/11/19 Days 1 Stop 01/11/19 TF N 3392

- ☐ Commercial
- ☐ Pickup
- RENEW**
- ☐ Call back 1
- ☐ Call back 2
- ☐ Renewed
- ☐ Flag for Renewal
- ☐ Outbound call ad
- REJECTION**
- ☐ Item Sold
- MISC**
- ☐ New Today
- ☐ Misc \$5
- ☐ Make Good
- ☐ Empl Discount

Rep. PE11 - Audrey Jd

BBox

Words 162
Lines 38
Agate 61
Columns 1
Height 4.319
Last User AJARRELL
Last Mod 01/08/19
Last Site 1 - The B
Ad ID 1474207

Publications

Hamburg Sun
KI and TC Sun
Lancaster Depew Su
Orchard Park Sun
West Seneca Sun

Packages

Pennyweaver All Editions

Key 999 Pack
Sort PUBLIC NOTICE TOWN OF BOSTON PUBLIC

☐ Hold ☐ Unf ☒ Sort OK Route Sort

Contract Rating QKSA - Standar

Upload E-Mail

Ad Note 1 Ad Note 2

BN Web inserts 0.00
Unit Rate 43.00
Bill Lines 49.00
Basic 43.00
Other 0.00
Pub OC 0.00
Disc % 0.0
Discount 0.00
Ad Credits 0.00
Gross 43.00
Surcharge 0.00
Total 43.00
- Paid 0.00
+ Refunds 0.00
Amt Due 43.00

PUBLIC NOTICE TOWN OF BOSTON PUBLIC HEARING

PLEASE TAKE NOTICE

that the Boston Town Board, Erie County, New York, will hold a Public Hearing at the February 6th, 2019 Town Board Meeting to extend the Boston Emergency Services Contract for the purpose of furnishing Ambulance Service to the Town of Boston in the amount of \$66,256 which will be allocated as follows:

\$30,000 General Operating Costs, \$7,000 Liability Insurance, \$14,833 for upgraded arterial monitoring equipment, and \$14,423 as the annual Installment due on September 29, 2019 to Evans Bank for Ambulance unit #815. Public Hearing will be held at Boston Town Hall, 8500 Boston State Road, Boston, New York, on Wednesday, February 6th, 2019, at 7:45 pm Eastern Standard Time. All persons interested in the matter shall be heard for or against at such time and place.

DATED: JANUARY 2, 2019
PUBLISHED: JANUARY 11, 2019

BY ORDER OF THE
TOWN BOARD
SANDRA L. QUINLAN,
TOWN CLERK
An Equal Opportunity
Provider & Employer

Hamburg Voucher.pdf
Suns rate card Sept...
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Chapel...

TOWN OF BOSTON – RESOLUTION NO. 2019-05

**AUTHORIZING CONTRACT FOR
GENERAL AMBULANCE SERVICE WITH BOSTON EMERGENCY SQUAD, INC.**

WHEREAS, the Town of Boston desires to provide by contract for general ambulance service and first aid for those persons who require such services within the boundaries of the Town; and

WHEREAS, Boston Emergency Squad, Inc., offers such services and is the current provider of such services for the Town; and

WHEREAS, the terms of the proposed agreement between the Town and Boston Emergency Squad, Inc., are set forth in a contract dated _____, 2019; and

WHEREAS, a public hearing on the proposed agreement was held on February 6, 2019; and

WHEREAS, after due deliberation on the foregoing, the Town Board believes it to be in the best interests of the Town to execute the contract dated _____, 2019;

NOW THEREFORE BE IT

RESOLVED, that the Town of Boston hereby authorizes the contract dated _____, 2019 for general ambulance service and first aid with Boston Emergency Squad, Inc.

On February 6, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

**TOWN OF BOSTON
GENERAL AMBULANCE SERVICE CONTRACT
FOR AMBULANCE SERVICE WITH
BOSTON EMERGENCY SQUAD, INC.**

THIS CONTRACT, dated the __th day of February 2019 is made pursuant to the provisions of §§ 122 and 122-b of the General Municipal Law of the State of New York, by and between the Town of Boston, Erie County, New York (hereinafter "Town"), and Boston Emergency Squad, Inc. (hereinafter "Squad"), a New York membership corporation of Boston, New York.

WITNESSETH

WHEREAS, the Squad was formed, and its personnel are so trained, for the purpose of providing and furnishing ambulance service and first aid to persons within the Town of Boston; and

WHEREAS, the Town through its Town Board, duly authorized a Contract with the Squad for the purpose of the Squad furnishing general ambulance service and first aid to those persons that require such services being located within the boundaries of the Town pursuant to § § 122 and 122-b of the General Municipal Law of the State of New York; and

NOW, in consideration of services to be provided by the Squad to the Town, and financial support to be provided by the Town to the Squad, the parties hereby agree in the manner following:

1. The Squad shall at all times for the duration of this Contract provide and furnish general ambulance service and first aid to sick or injured persons for the purpose of transporting said persons to a hospital, sanitarium or other place of treatment according to NYS DOH part 800 protocols.
2. The Squad shall respond and attend to such sick or injured persons as soon as practicable, with whatever trained personnel and equipment as may be available, and proceed diligently and in manner reasonably calculated to assist and transport said sick or injured persons as set forth in subsection "1" above.
3. The Squad further agrees to supply sufficiently trained and experienced personnel for services required in subsection "1" above through its members and such other sufficiently trained and experienced authorized responders as the Town Board may, from time to time, by resolution designate. The Town shall consider as a proper and additional expense to the ambulance district the cost of Boston Emergency Squad member's training for advanced life support training beyond EMT level not funded by the DOH, State or County. (Basic EMT course currently covered) The Cost shall be limited to up to 3 members per year who shall continue to be active members for 2 year thereafter.

4. All applicable terms, provisions and conditions of New York State General Municipal Law § § 122 and 122-b are incorporated by reference as if fully stated in this Contract.
5. The Town shall pay to the Squad the total sum of sixty six thousand two hundred fifty-six dollars (\$66,256). This sum is allocated as follows: \$30,000.00 for general operation costs; \$7,000.00 to cover liability insurance premium (as noted in section 12); \$14,833.00 for upgraded arterial monitoring equipment; and \$14,423 as the Annual Installment due on September 29, 2019 to Evans Bank for Ambulance Unit #815. The Town shall pay one-half of the annual cash amount (\$18,500.00) on or before the 1st day of February, and the remaining one-half of said annual sum (\$18,500.00) on or before the 1st day of April 2019. Town is liable for repayment of outstanding bank loan to cover 2016 purchase of Ambulance Unit #815.
6. In arriving at the determination of the annual payment for the furnishing of ambulance service, the Town shall consider as a proper expense any reimbursement paid to a member of the Squad authorized responder for reasonable wage or economic loss incurred in responding as a witness to a Court Subpoena, including reasonable charges for outside legal services in connection therewith, arising from his or her duties as a member of the Squad. However, the Squad agrees to utilize the Town's Law Department, within reason, as long as the issues involved do not represent a conflict between the Town and the Squad.
7. The Town agrees to furnish, without charge, an adequate structure with garage for Squad operations and training including the housing of ambulances and equipment, and further, the Town assumes the cost of utilities for said structure. The Town will maintain a camera security system in the Squad's building covering outside perimeter and ambulance bay.
8. The Town further agrees to furnish, without charge, dispatching service for the Squad through Hamburg Fire Control.
9. The Town shall make an annual contribution to an ambulance reserve fund for the Squad in an amount to be determined by the Town Board. Replacement ambulance cost will be paid for by the Ambulance District. (Unit #816 was secured on FEMA grant in 2008 – Unit #815 purchased in 2016 and financed through Town bank loan).
10. The Squad members' required testing, physical examinations and recommended immunizations are to be paid for by the Town in the same manner as it is currently doing.
11. In the event of an accident or injury covered by compensation or disability benefits, or serious injury, the Squad member shall immediately inform the Squad who shall inform the Town Supervisor who shall notify the Town's Worker's Compensation Carrier. The member affected shall not return to active duty until a release in writing is obtained from his/her doctor and presented to the Squad, who shall notify the Town Supervisor, who shall notify the Town's Worker's Compensation Carrier.

12. The Town shall pay all premiums under the NYS Workers Compensation/Volunteer Ambulance Benefits Law to cover Squad members. The Town further agrees to defray the expense of any premium or premiums for compensation of members and personnel of the Squad, and authorized responders, for medical expenses, lost wages, compensation benefits, or other claims arising by reason of injury to, or death of, a member of the Squad or authorized responder sustained while answering, attending or returning from any such call, or while engaged in any other volunteer duty within the terms of this Contract and, in the event the Squad shall be compelled or required to pay any such claim, the Town shall reimburse the Squad the amount within thirty (30) days upon the Squad presenting the Town written notice that the Squad made any such payment. The Squad further agrees to effect and pay the expense of the following insurance for the benefit of the Squad, its members, and authorized responders, with the Town listed as a co-insured, as follows:
- a. Automobile non-ownership coverage to the extent of \$ 1,000,000.00;
 - b. Comprehensive General Liability Insurance including incidental malpractice coverage to the extent of 1,000,000.00;
 - c. Fidelity Bond coverage of President and Treasurer of the Squad to the extent of \$5,000.00; and
 - d. Medical Equipment Floater in the amount of \$5,000.00 subject to \$100.00 deductible.
13. The Squad agrees to furnish the Town Board a written, itemized and certified financial statement of its disbursements and expenses no later than September of each year during the term of this Contract and a copy of its Federal 990 Form.
14. This Contract shall supersede any and all prior such contracts or agreements between the Squad and the Town. This Agreement shall be effective February __, 2019 and shall expire at 12:00 midnight on December 31, 2019. Upon expiration date of this Contract, the same shall nevertheless be extended for additional terms of one year per extension unless either party presents written notice to the other of intent to terminate this Contract no later than the 20 day of September of the year of expiration. If either party elects to terminate this contract as such, a new contract may be formed pursuant to the Town Law of the State of New York.
15. The Town shall have no liability under this Contract to the Boston Emergency Squad, Inc. or anyone else beyond funds appropriated and available for this Contract.

* SIGNATURES ON NEXT PAGE *

IN WITNESS THEREOF, the parties herein have duly executed and delivered this contract the day and year above as written.

**THE TOWN BOARD OF THE TOWN OF BOSTON,
COUNTY OF ERIE, STATE OF NEW YORK**

BY:

JASON A. KEDING, Supervisor

JENNIFER LUCACHIK, Councilmember

KELLY L. MARTIN, Councilmember

MICHAEL CARTECHINE, Councilmember

ZACHARY A. W. MUNGER, Councilmember

ATTEST:

SANDRA QUINLAN, Town Clerk

BOSTON EMERGENCY SQUAD, INC. BY:

BY:

DONALD O'BRYANT, President

ATTEST:

SANDRA QUINLAN, Town Clerk

NOTICE OF PUBLIC HEARING

**For the approval of a Cable
Television Agreement between
Time Warner Cable Northeast
LLC and the Town Boston**

A public hearing shall be held by the Town Board of the Town of Boston on **February 6, 2019**, at **7:45 p.m.**, at Boston Town Hall, 8500 Boston State Road, Boston, New York, regarding granting a cable television franchise agreement by and between the Town of Boston and Time Warner Cable Northeast LLC, I/k/a Charter Communications. A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, located at the above address. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: January 16, 2019

Published: January 25, 2019

**BY ORDER OF THE
TOWN BOARD**

Sandra L. Quinlan,
Town Clerk

An Equal Opportunity

TOWN OF BOSTON – RESOLUTION NO. 2019-06

**GRANTING A CABLE TELEVISION FRANCHISE
HELD BY TIME WARNER CABLE NORTHEAST LLC**

WHEREAS, an application has been duly made to the Board of the Town of Boston, County of Erie, New York, by Time Warner Cable Northeast LLC, 1/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of a renewal agreement for Time Warner Cable's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission; and

WHEREAS, the Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings; and

WHEREAS, a public hearing was held in the Town of Boston, New York on February 6, 2019 at 7:45 P.M. and notice of the hearing was published in the Hamburg Sun on January 25, 2019;

NOW, THEREFORE,

IT IS RESOLVED that the Board of the Town of Boston finds that:

1. Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

BE IT FURTHER RESOLVED that the Board of the Town of Boston hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the Town of Boston for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence; and

BE IT FURTHER RESOLVED that the Board of the Town of Boston hereby confirms acceptance of this Franchise Renewal Agreement.

On February 6, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Boston, New York, hereinafter referred to as the "Grantor" and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within fifteen (15) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from

any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal *to five percent (5%)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a *quarterly* basis, within forty-five (45) days of the close of each *calendar quarter*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13.

In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered

by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantor chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	Jason Keding Town Supervisor Boston Town Hall 8500 Boston State Rd. Boston, NY 14025
Email:	supervisorsoffice@townofboston.com
Grantee:	Mark Meyerhofer Director, Government Affairs Charter Communications 355 Chicago St. Buffalo, NY 14204
Email:	mark.meyerhofer@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 12405 Powerscourt Drive St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s),

consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Town of Boston

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

Exhibit A

Boston Highway Department
8321 Boston State Rd.
Boston, NY 14025

Boston Valley Elementary School
7476 Back Creek Rd.
Hamburg, NY 14075

Boston Library
9475 Boston State Rd.
Boston, NY 14025

Boston Volunteer Fire Department
1 Mill Rd.
Boston, NY 14025

North Boston Volunteer Fire Department
5646 Herman Hill Rd.
Hamburg, NY 14075

Patchin Volunteer Fire Department
8333 Boston State Rd.
Boston, NY 14025

Patchin Volunteer Fire Department
8123 Cole Rd.
Colden, NY 14033

Boston Town Hall
8500 Boston State Rd.
Boston, NY 14025

Boston Emergency Squad
8500 Boston State Rd.
Boston, NY 14025

Boston Recreation Building
Director's Office
8550 Boston State Rd.
Boston, NY 14025

USE OF TOWN MEETING FACILITY

Name/Organization Herbert Klein Date 1/28/2019Name of person responsible for facilities Herbert Klein for Hospice~~Title~~ Delivery of Hospice Bouquets

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: _____

Date(s) Requested* March 6th Time 1-3 pm Type of Event _____

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

☐ Recreation Center ☐ Planning Board Room
☐ Upstairs ☐ Downstairs ☐ Court Room
☒ Town Hall Community Room (w/o Kitchen)

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

SIGNATURE OF APPLICANT: As per phone call from H. Klein
S. Quinlan

Upon Completion, please submit to Town Clerk

APPROVED/DENIED : _____ INSPECTION: _____
(date) (date)

**PATRICIA A. MAXWELL
ATTORNEY AT LAW
7673 Back Creek Road
Hamburg, New York 14075
(716)202-1022**

RECEIVED
BOSTON TOWN CLERK

JAN 23 2019 2:10

January 23, 2019

Boston Town Board
8500 Boston State Road
Boston, New York 14025

Re: AOT Training NYC

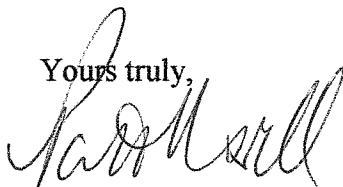
Dear Supervisor and Councilpersons:

I have been advised that you were looking for a written request for me to attend the annual training this February in New York City. Please let this letter serve as my formal request for permission to attend and be reimbursed by the Town. I have been able to secure a flight at an expense of \$196.00. I would be looking to be reimbursed for the cost of flight, attendance, hotel and incidentals while in New York.

I would very much appreciate your support of this training. I am able to complete required CLE and attend many useful sessions relative to my work as Town Prosecutor and Counsel to the ZBA.

Thank you for your courtesies.

Yours truly,



Patricia A. Maxwell, Esq.

PAM/ns

-- TOWN OF BOSTON --

2019

**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

Waste Management of New York, LLC

10860 Olean Rd

Chaffee, NY 14030

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

A) INSTITUTIONAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - WM Recycling Facility - 10860 Olean Rd, Chaffee, NY 14030

MSW - Same

-- TOWN OF BOSTON --

**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

3. The Applicant hereby agrees to:
- a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).
 - b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).
 - c. To maintain separate monthly records of municipal solid waste and recyclables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.
 - d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.
4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: \$100


Signature

4/11/19
Date

Jerrod W. Blake
Name

District Manager
Title

License Granted by Town Board: _____
Date

Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)
12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:
	PHONE (A/C, No, Ext):
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF NEW YORK, LLC 100 RANSIER DRIVE WEST SENECA NY 14224	INSURER A: ACE American Insurance Company
	INSURER B: Indemnity Insurance Co of North America
	INSURER C: ACE Fire Underwriters Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

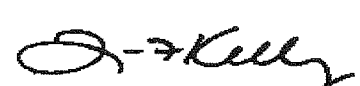
COVERAGES**CERTIFICATE NUMBER:** 3449680**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF TOWN OF BOSTON (ON ALL POLICIES EXCEPT WORKERS COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

3449680 TOWN OF BOSTON 8500 BOSTON STATE ROAD BOSTON NY 14025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

JAN 17 PM 2:55

-- TOWN OF BOSTON --

2019

**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

MODERN DISPOSAL SERVICES INC.

4746 MODEL CITY RD

MODEL CITY NY 14107

716-405-1252

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

A) INSTITUTIONAL Customers

i. Manner of Collection:

Recyclables - N/A

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - N/A

MSW - _____

-- TOWN OF BOSTON --

**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

3. The Applicant hereby agrees to:
- a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).
 - b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).
 - c. To maintain separate monthly records of municipal solid waste and recyclables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.
 - d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.
4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: \$100


Signature

1/14/19
Date

BRIAN D. SUTTER
Name

TRANSPORTATION COORDINATOR
Title

License Granted by Town Board: _____
Date

Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
Modern Disposal Services, Inc.
4746 Model City Road
PO Box 209
Model City, NY 14107

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Liability & Fire Insurance Compan	20052
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W8937607

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		47-GLO-100381-05	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Boston is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Town of Boston
8500 Boston Road
Boston, NY 14025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



2321 Kenmore Avenue Buffalo, NY 14207

o 716.614.3333 f 716.614.3378 republicservices.com

RECEIVED
BOSTON TOWN CLERK

JAN 14 17 PM 01 59

January 14, 2019
Boston Town Hall
8500 Boston State Road
Boston, NY 14025-9648

Re: Annual Solid Waste License

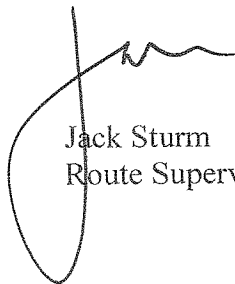
Dear Ms. ~~Mate~~ **QUINLAN**

It is a pleasure providing the solid waste and recycling services for the Town of Boston and we look forward to doing business with you in 2019.

You will find our annual solid waste collection application included, along with the associated attachments. Our payment for this application will be mailed to you directly in a separate envelope.

Thank you again. The entire staff is looking forward to servicing our customers in Boston during the coming year.

Sincerely,



Jack Sturm
Route Supervisor

-- TOWN OF BOSTON --

2019

**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

ALLIED WASTE SERVICES OF N.A., LLC

2321 KENMORE AVE

BUFFALO, NY 14207 716.614.3333

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

A) INSTITUTIONAL Customers

i. Manner of Collection:

Recyclables - CO-MINGLED CONTAINERS

MSW - HAND SERVICE + CONTAINERS

ii. Manner and Place of Disposal:

Recyclables - MATERIAL RECOVERY FACILITY - KENMORE, NY

MSW - COVANTA NIAGARA FALLS, NY

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - CO-MINGLED & CONTAINERS

MSW - HAND SERVICE & CONTAINERS

ii. Manner and Place of Disposal:

Recyclables - MRF KENMORE, NY

MSW - COVANTA NIAGARA FALLS, NY

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - CO-MINGLED CONTAINERS

MSW - HAND SERVICE & CONTAINERS

ii. Manner and Place of Disposal:

Recyclables - MRF KENMORE, NY

MSW - COVANTA NIAGARA FALLS, NY

D) RESIDENTIAL customers (excluding Town contract)

i. Manner of Collection:

Recyclables - CO-MINGLED

MSW - HAND SERVICE

ii. Manner and Place of Disposal:

Recyclables - MRF KENMORE, NY

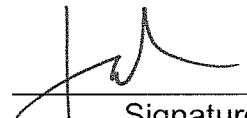
MSW - COVANTA, NIAGARA FALLS, NY

-- TOWN OF BOSTON --


**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

3. The Applicant hereby agrees to:
- a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).
 - b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).
 - c. To maintain separate monthly records of municipal solid waste and recyclables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.
 - d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.
4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: \$100



Signature



Name

1.14.19

Date

OPERATIONS SUPERVISOR

Title

License Granted by Town Board: _____
Date

Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co.		22667
	INSURER B: Indemnity Insurance Company of NA		43575
	INSURER C: ACE Fire Underwriters		20702
	INSURER D: Illinois Union Insurance Company		27960
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 1410376****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71097171	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159809	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C6522575A - AOS WLR C65225712 - C/MA/OR SCF C65225797 - VI WCU C65225670 - OH XS TNS C49167295 - TX NSXS	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4111 - Named Insured Includes: Allied Waste Services of North America, LLC - Dba: Allied Waste Services of Buffalo - Republic Services of Buffalo

CERTIFICATE HOLDERTown of Boston
8500 Boston State Road
Boston, NY 14025-9648
United States**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

TOWN OF BOSTON – RESOLUTION NO. 2019- 67

LEASE AGREEMENT WITH BOSTON FREE LIBRARY ASSOCIATION

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

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

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

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

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

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

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

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to enter into an agreement with the Boston Free Library Association to enter into a non-exclusive lease for the Boston Free Library's Community Room during the period commencing January 1, 2019 through December 31, 2019 and for the Boston Free Library to serve as an additional Depository for documents filed for public inspection, for a total cost to the Town of \$1,000.

On February 6, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

LEASE AND DEPOSITORY AGREEMENT

THIS **LEASE AND DEPOSITORY AGREEMENT** made the ____ day of February, 2019 by and between the BOSTON FREE LIBRARY ASSOCIATION, an association chartered by the Board of Regents of the State of New York, with its principal office located at 9475 Boston State Road, Boston, New York (hereinafter called the "Lessor" or "Depository") and the TOWN OF BOSTON, an incorporated Town, located in Erie County, State of New York, having its address at 8500 Boston State Road, Boston, New York 14025 (hereinafter called the "Lessee").

WITNESSETH:

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

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

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

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

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

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

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

NOW THEREFORE, for good and valuable consideration, as outlined below, the Boston Free Library Association agrees to lease to the Town of Boston the Boston Free Library's Community Room from time to time during the period commencing January 1, 2019 through December 31, 2019 and to serve as an additional Depository for documents filed for public inspection subject to the further terms and conditions of this agreement.

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

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

2. Term: The overall term during which these lease rights may be exercised shall be for twelve (12) months. The term shall commence on January 1, 2019 and terminate on December 31, 2019.

3. Rent: The Lessee agrees to pay rent and a fee for use of the Library as a Depository in the amount of One Thousand Dollars (\$1,000.00) for the term of this Lease and Depository Agreement, said amount to be paid in a lump sum prior on or before July 1, 2019.

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

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

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

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

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

9. Depository for Public Documents: It is agreed by and between the Lessor and the Lessee that in consideration of the rental herein required the Lessor shall act as a depository for Town of Boston documents that are available for public inspection. The Lessor shall act as such a Depository during the term of this lease.

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

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

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

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

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

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

IN WITNESS WHEREOF, the **Boston Free Library Association** and the **Town of Boston** have executed this Lease the ____ day of February, 2019.

Boston Free Library Association
Suzanne Borowicz, President

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

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

On this ____ day of February, 2019, before me, the undersigned, personally appeared **Jason A. Keding**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

Notary Public

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

On this ____ day of February, 2019, before me, the undersigned, personally appeared **Suzanne Borowicz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

Notary Public

CONNIE D. MINER & CO. GRANT CONSULTANTS
"Focusing on Grants for Municipalities, School Districts & Non-Profit Organizations"

DEC 27 PM 3:14

December 27, 2018

The Honorable Jason Keding
Supervisor
Town of Boston
8500 Boston State Road
Boston, New York 140225

Dear Supervisor Keding:

Enclosed please find a one-year grant consulting contract that I have prepared for the Town of Boston, covering the period January 1, 2019 through December 31, 2019. As you know, in addition to work related to grant consulting, I also provide many additional services, such as grant administration and participation on various committees, which are outside of my consulting duties.

Two copies of the contract are enclosed for your review. With your approval and that of the Town Board, I ask that you sign both copies and return one copy to me. Should you have any changes to the contract, please contact me at _____, so that we can discuss your changes.

I am certain that the Town of Boston will benefit from consistent and sustained grant procurement efforts. I hope to continue serving you and the Boston Town Board in the coming years. In advance, thank you for your consideration.

Sincerely yours,



Connie D. Miner
Enclosure

267 TROY-DEL-WAY • WILLIAMSVILLE/NEW YORK • 14221-3306
PHONE: 716.632.2397 • CELLULAR: 716.491.7262
FAX: 716.633.1827 • E-MAIL: minerconni@verizon.net

CONNIE D. MINER & CO. GRANT CONSULTANTS

267 Troy-Del-Way
Williamsville, New York 14221
(716) 632-2397

THIS AGREEMENT, made this _____ day of **January, 2019** by and between **Connie Miner & Co. Grant Consultants** having its principal place of business at 267 Troy-Del-Way Williamsville, New York 14221, hereinafter referred to as "**THE CONSULTANT**" and the **TOWN OF BOSTON**, having its principal place of business at Boston Town Hall, 8500 Boston State Road, Boston, New York 14025, hereinafter referred to as "**THE ORGANIZATION**".

WITNESSETH:

WHEREAS, THE CONSULTANT is engaged in the business of grant consultation; and

WHEREAS, THE ORGANIZATION is desirous of retaining the professional services of THE CONSULTANT;

NOW, in consideration of the mutual promises and covenants contained herein, it is agreed between the parties hereto as follows:

1. That THE ORGANIZATION retains the professional services of THE CONSULTANT for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019.
2. That THE ORGANIZATION agrees to pay THE CONSULTANT for professional services rendered hereunder, the sum of ***Fifteen Thousand Dollars (\$15,000)*** per year, payable as follows: the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) every month upon receipt of invoice for professional services performed by THE CONSULTANT.

3. ORGANIZATION RESPONSIBILITIES: The Organization shall give due consideration to all reports, proposals, and other information provided by THE CONSULTANT and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of THE CONSULTANT.

The Organization shall, at the request of THE CONSULTANT, provide THE CONSULTANT with information and documents related thereto that are within the knowledge or possession of the Organization within a reasonable time so as not to delay the work of THE CONSULTANT except insofar as THE CONSULTANT is expressly required to furnish the same under the terms hereof.

4. In consideration of the sums to be paid by THE ORGANIZATION, THE CONSULTANT agrees to:

- (a) Conduct a needs assessment of the ORGANIZATION, in order, to identify potentially fundable programs;
- (b) Conduct an on-going review of available funding sources that allows the ORGANIZATION immediate knowledge of multiple funding sources;
- (c) Prepare organizational background statements, and formal letters of intent to submit to granting agencies;
- (d) Develop COMPLETE proposals into written form consistent with grant guidelines;
- (e) Provide the ORGANIZATION with an electronic copy of the submitted application;
- (f) Follow up on all grant applications that have been submitted on behalf of the ORGANIZATION;
- (g) Attend meetings with the ORGANIZATION, ORGANIZATION staff, ORGANIZATION board members, government officials and;
- (h) Prepare periodic status reports that keep the ORGANIZATION informed as to the progress of their grant activities.

5. This Agreement may be terminated by THE ORGANIZATION or THE CONSULTANT provided that written notice is given by certified mail, return receipt requested, at the addresses above set forth, to either party thirty (30) days prior to the end of any month then in progress. In the event of early termination, THE CONSULTANT shall be paid for the month then in progress. If THE CONSULTANT does not receive thirty days' notice prior to the end of any month, THE CONSULTANT shall be paid for the next month.

6. If the ORGANIZATION requests the presence of THE CONSULTANT at an out of town meeting, travel is billable at the IRS rate or coach class air fare (which ever is less). Out of town travel would be outside of the Western New York Area, or 200 miles round trip from the office of THE CONSULTANT [267 Troy-Del-Way, Williamsville, New York 14221], situated at the addresses here and above set forth.

Date:

12/27/18

BY



CONNIE D. MINER, PRESIDENT
CONNIE D. MINER & CO.
GRANT CONSULTANTS

Date:

BY

JASON KEDING
SUPERVISOR
TOWN OF BOSTON

TOWN OF BOSTON – RESOLUTION NO. 2019-08

APPROVING CodeRED SERVICE AGREEMENT

WHEREAS, the Town of Boston desires to provide timely emergency communications and other announcements to its citizens; and

WHEREAS, the Town has identified the CodeRED system provided by Onsolve, LLC as an effective way to communicate with persons located in the Town, as it is able to target notifications sent by email and SMS text by geographical area; and

WHEREAS, the CodeRED system can send emergency alerts via text without requiring that the recipient first sign up for service, and interested parties can opt-in to receive other announcements; and

WHEREAS, the CodeRED system will promote safety and public order in the event of emergencies;

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, contract with Onsolve LLC for one year of CodeRED service at a cost of \$3,200.

On February 6, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk



SERVICE AGREEMENT

CodeRED®

Unlimited Emergency Only
Unlimited SMS Texts

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **the last date signed on Exhibit B** (the "Effective Date").

SERVICE ORDER

Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	<u>Town of Boston</u> <u>body politic</u> <u>New York</u> <u>8500 Boston State Road</u> <u>Boston, NY 14025</u> <u>Jason Keding/Town Supervisor</u> <u>(716) 941-6518</u> <u>supervisorkeding@gmail.com</u>

Please complete below if the Primary User is different from the Business Contact

Primary User Name:
Phone:
Email:

Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address.

Customer Invoice Name:
Attention:
Address:
City, State, Zip:
Phone:
Email:
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail

DETAILED SERVICE DESCRIPTION

Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<u>CodeRED On-Demand Notification Service – Unlimited Emergency ONLY - System Minutes – Unlimited SMS Texts</u>	
Annual Notification Subscription Fee:	\$3,200.00
<u>Additional Features</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Initial Term Subtotal:	\$3,200.00
<i>All amounts are stated in United States Dollars unless specifically indicated otherwise.</i>	

- GIS (Target Recipients by Geographic Location): **Town of Boston, New York (the "Notification Area")**
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for **Emergency** Notifications sent via phone. Emergency means immediate threat to life and/or property.
- Annual Notification Subscription Fee includes unlimited Notifications sent via email or **SMS** Text.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

TOWN OF BOSTON, NEW YORK

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B. **Any non-Emergency Message Unit Notifications (excluding those sent for testing) shall constitute a breach of the Agreement.** Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify as an Emergency.
- **Unlimited messaging via SMS-based messages, email and to the CodeRED Mobile Alert App.**
- **500** Message Units for testing. Message Units used for testing are deducted from Customer's Message Units. Customer may request reimbursement of testing Message Units with notice to Provider within sixty (60) days from testing. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "System Minute" means sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
- "SMS Text" means SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple texts.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

Exhibit B TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice; Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: TOWN OF BOSTON, NEW YORK

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

EXHIBIT C
ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.