

AGENDA
REGULAR MEETING - TOWN OF BOSTON
JANUARY 2, 2020 - 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 12/18/2019.
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. Appointments.
3. Establish Salary Schedule.
4. Set Payment of Salaries.
5. Designation of Depositories.
6. Set Dates and Times for Regular and Work Session Meetings.
7. Designate Official Newspaper.
8. Appointment of NEST Solid Waste Management Board.
9. Direct Town Clerk to Send Letter to Refuse Collectors – Annual Licenses.
10. Authorize Supervisor and Tax Collector to Invest Surplus Monies.
11. Set Investment Policy.
12. Authorize Check Writer and Signature Stamp for Supervisor.
13. Set Mileage Rate Paid by Town.
14. Schedule Annual Audit Meeting.
15. Authorize to Allow Lending Funds from One Account to Another.
16. Set Hours for New York State Retirement Reporting.
17. Petty Cash Funds.
18. Set Holiday Schedule.
19. 284 Agreement to Spend Town Highway Funds.

20. Resolution 2020-01 Procurement Policy.
21. Resolution 2020-02 Adopt Schedule of Fees.
22. Resolution 2020-03 Attorney for the Town
23. Resolution 2020-04 Clark Patterson Lee to Serve as Town Engineer
24. Resolution 2020-05 LaBella Associates to Serve as Town Engineer
25. Resolution 2020-06 Payment of Insurance Premium
- ~~26.~~ Tara Lowry - Request to attend the New York Planning Federation Conference

ITEM NO. V OLD BUSINESS

1. Kathy Prackajlo – Request to attend the New York Planning Federation Conference

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 Zachary Munger, Councilman Michael Cartechine, Councilwoman Jennifer Lucachik, and Councilwoman Kelly Martin.

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

Regular business:

A motion was made by Councilwoman Lucachik and seconded by Councilman Munger to approve the minutes of the December 4, 2019 regular meeting.

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

five (5) Yes Carried

A motion was made by Councilman Munger and seconded by Councilman Cartechine, upon review by the Town Board, that fund bills in the amount of \$157,319.80 be paid.

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

five (5) Yes Carried

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

November 2019 Income Statement

Erie County Water Authority Extract from Meeting Minutes

Letter from Broadway Group regarding Site Plan Submittal

New business:

Supervisor Keding stated the floor is open for public comment.

There was no comment from the public.

Supervisor Keding stated the floor is closed.

Supervisor Keding stated that memo received from Paul Ziarnowski, Planning Board Chairman regarding the site plan from Broadway Group LLC - Dollar General project, packet has been received by Town Board members.

A motion was made by Supervisor Keding and seconded by Councilman Munger to table,

**RESOLUTION 2019 -82 NOTICE OF INTENT TO DECLARE SEQR LEAD
AGENCY STATUS AND DETERMINE THE SIGNIFICANCE
OF THE ENVIRONMENTAL IMPACT- SITE PLAN FOR PROPOSED
DOLLAR GENERAL STORE ON BOSTON STATE ROAD**

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

five (5) Yes Carried

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

**RESOLUTION 2019 -83 APPROVE THE REPLACEMENT OF WINDOW
GLASS AT STATE TROOPER BARRACKS**

The Town of Boston authorizes the Supervisor to enter into a contract with Frontier Glass at a cost of \$3,362.00.

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

five (5) Yes Carried

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

**RESOLUTION 2019 -84 ALLOCATING UNSPENT FUNDS TO THE
DRAINAGE RESERVE FUND**

Now therefore be it resolved, the Town Board is adding unspent funds to the Drainage Reserve Fund in the total amount of \$40,000, comprised of \$20,000 from Drainage - Contractual (Account No. A00-8540-0400) and \$20,000 from Flood & Erosion - Contractual (Account No. A00-8745-0400); Further be it resolved, that these funds will be invested and reported under the same provisions as set forth in Resolution 2018-48 which established the Drainage Reserve Fund.

DRAFT

Motion Con't:

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

five (5) Yes

Carried

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

RESOLUTION 2019 -85

**CONTRACT WITH BOSTON HISTORICAL
SOCIETY, INC.**

Now therefore be it resolved, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to enter into a contract in the amount of \$3,000 with Boston Historical Society, Inc., for its services related to the preservation and protection of places, buildings, works of art, and other objects of historical value having special character or aesthetic interest or value to the history of the Town for the period from January 1, 2020 through December 31, 2020.

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

five (5) Yes

Carried

A motion was made by Councilman Cartechine and seconded by Councilwoman Lucachik to approve the Use of Town Meeting Facility application for Boston Republican Committee, Oath of Office Ceremony, January 1, 2020, 11:30 am - 1:00 pm, Court Room.

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

five (5) Yes

Carried

A motion was made by Councilwoman Lucachik and seconded by Councilman Munger to approve the Use of Town Meeting Facility application for Erie County Social Services, HEAP Outreach, January 10, 2020, 9:00 am - 3:00 pm, Court Room.

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

DRAFT

Motion Cont:

five (5) Yes

Carried

A motion was made by Councilman Munger and seconded by Supervisor Keding to approve Gordon Cruse to attend the NYS Department of Agriculture Dog Control Conference, held in Albany, May 6 and 7, 2020.

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

five (5) Yes

Carried

A motion was made by Councilman Munger and seconded by Councilwoman Lucachik to approve Councilwoman Martin to attend the Association of Towns Newly Elected Officials Training School, held in Rochester, January 8 -10, 2020.

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

four (4) Yes

one (1) Recuse

Carried

A motion was made by Councilwoman Lucachik and seconded by Councilwoman Martin to appoint Tara Lowry as a regular member of the Planning Board, filling Keith Pelkey's vacancy, term to end February 1, 2022.

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

five (5) Yes

Carried

A motion was made by Councilwoman Martin and seconded by Councilwoman Lucachik to reappoint Deborah Catalano to the Assessment Board of Review.

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

five (5) Yes

Carried

Supervisor Keding read the following:

PROCLAMATION

WHEREAS, we are here today to pay honor and celebrate the dedicated, selfless service and express our appreciation to WENDY KUMMER and honor her for her distinguished 34-year career with the Town of Boston and dedicated service to the residents of the Town of Boston; and

WHEREAS, WENDY began her career with the Town of Boston in 1985, as a part time employee and progressed to full time Court Clerk wherein she handled the very important duties as a Court Clerk; and

WHEREAS, on behalf of the entire Town Council, I want to express our sincere appreciation to WENDY for her loyalty and exceptional service to the Town of Boston and wish her much happiness as she begins this exciting new chapter in her life.

NOW, THEREFORE, I, Jason Keding, Supervisor of the Town of Boston, do hereby proclaim Wednesday, December 18, 2019, as:

“Wendy Kummer Day”

in the Town of Boston, and urge all residents and employees to join me and the Town Council in congratulating WENDY on an outstanding career with the Town of Boston and wishing her many continued years of happiness and good health.

PROCLAIMED this 18th day of December, 2019.

Supervisor Keding read the following:

PROCLAMATION

WHEREAS, it is the custom of this legislative body to pay tribute to the citizens of the Town of Boston whose civic endeavor serve to enhance the quality of life in their community, and

WHEREAS, attendant to such concern, I Town of Boston Supervisor, hereby honor David Gerwitz for his dedication to the betterment of his community, and

WHEREAS, this nation has a great need for distinguished people with leadership qualities who volunteer for public service, and

WHEREAS, he volunteered to transport and repair the community nativity scene at no expense to the town, and

WHEREAS, it is the sense of this legislative body that when individuals of such noble aims and accomplishments are brought to our attention, they should be celebrated and recognized by all the citizens of the Town of Boston, and

PROCLAIMED, that I, Town of Boston Supervisor Jason A. Keding, hereby recognize David Gerwitz as an exemplary citizen whose dedicated service personal contributions have made him worthy of the esteem and gratitude of the Town of Boston, and

NOW THEREFORE, BE IT PROCLAIMED, that the Town Board of the Town of Boston, on behalf of the residents of our community, offers heartiest thanks to

David Gerwitz

& the North Boston Garage

knowing that they will serve as a fine example to other people to attain the high principles of public service and dedication.

Dated this 18th day of December, 2019

Old business:

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

RESOLUTION 2019 -77

APPROVE UNIFORM AND SUPPLY CONTRACT

The Town Board authorizes the Supervisor to enter into a contract with Cintas.

Supervisor Keding
Councilman Cartechine
Councilwoman Martin

Yes
Yes
Yes

Councilman Munger
Councilwoman Lucachik

No
Yes

four (4) Yes

one (1) No

Carried

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

RESOLUTION 2019 -79

APPROVE THE UPGRADE OF THE TOWN HALL'S PHONE SYSTEM

The Town of Boston authorizes the Supervisor to enter into a contract with Vaspian at a cost of \$11,875.00.

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

four (4) Yes one (1) Recuse Carried

Highway Superintendent Telaak reported on the following:

Wish everyone present and in Town a Merry Christmas and Happy New Year.

Councilman Munger reported on the following:

Thanked the Town Board and everyone that works for the Town of Boston and the entire Town, for allowing to serve with you and for you for the last four years. It has been a great pleasure, you're in good hands.

Councilman Cartechine reported on the following:

Thanked the residents that showed interest to renew the Holiday Decorating Committee in hopes to restart that volunteer group.
Thanked Dave Gerwitz for the repairs, Scott Fellows, Bob Telaak, and Bill Forness for looking at the trailer regarding repairs.
Thanked Zach for his service and it was a pleasure to serve with him. Zach will be missed, certain that the friendships will continue.

Councilwoman Lucachik reported on the following:

Wishing everyone a safe and relaxing Holiday.
Zach will be missed, it has been a pleasure to work with him.

Councilwoman Martin reported on the following:

It has been a pleasure to work with Zach for almost two years. He has brought some comic relief to serious business, which was appreciated. Glad to call Zach a friend.

Merry Christmas to everyone, have a safe and happy Holiday season.

Town Clerk Quinlan reported on the following:

Town Clerk's monthly report for November has been submitted to the Supervisor.

Sharing Tree was an overwhelming success again this this year. Thank you to everyone who purchased and wrapped gifts for the children. The Counselor at BVS and Nurse at Colden Elementary are very thankful for the generous residents in our Town.

Santa will be in Patchin at Noon on Saturday.

Holiday Heroes Blood Drive, Friday December 27th, 2 - 6 pm in the Community Room.

It has been wonderful to work with Zach.

Supervisor Keding reported on the following:

Town has received a large ASI cultural grant of \$3,225, helps offset the expenses for the Summer Concert Series.

Through Erie County, Legislator Mills donated \$6,000 to the Town of Boston Boys and Girls Club.

Thanked the Community with the help with the Nativity Scene.

HEAP Outreach, January 10th from 10 am till 2 pm in the Court Room.

Started this journey with Zach almost four years ago. Thanked Zach for his commitment and his support in what he's done for the community and commitment to the Town Board.

Merry Christmas and safe travels.

Next Town Board meeting January 2nd, 6:00 pm Work Session, 7:30 pm Town Board organizational meeting.

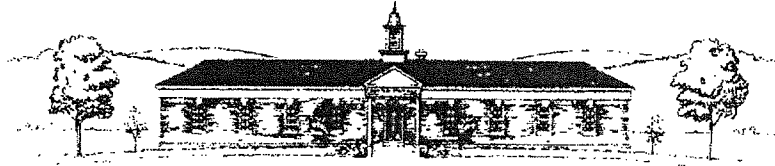
A motion was made by Supervisor Keding and seconded by Councilwoman Lucachik to adjourn the meeting at 8:00 pm.

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

five (5) Yes

Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK



TOWN OF BOSTON

Town Board Meeting Date: January 2, 2020

Total Amount

Abstract #1 – 2019 Payables	Journal #AP-1739	\$ 40,504.96
Abstract #2 – 2020 Payables	Journal #AP-1740	<u>\$ 1,959.24</u>

Total Payables Dues **\$ 42,464.20**

Breakout by Fund:

General (A) Fund:	\$ 27,057.75
Highway (DB) Fund:	\$ 15,406.45
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ -
Refuse & Garbage (SG) Fund:	\$ -
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ -

Total Payables submitted for approval:

\$ 42,464.20

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

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

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

January 2, 2020 - ABSTRACT - 2019 Payables

Created By: epericak

Town of Boston Journal Proof Report Fiscal Year: 2019

Journal Number: AP - 1739 Account#	Journal Desc: AP Batch 1 Account Description	Trans Description	Date	Journal Date: 12/26/2019 Reference	Account Period: 12 - Dec Debit	Credit	Status: Currently Active ENCLIQ Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	12/26/2019	Fund A00 AP Account	\$0.00	\$25,098.51	\$0.00 58
A00-1010-4000-0000	TOWN BD-CONTR	Zachary Munger 2/2019 Association of Towns Annual Conference 2/2019	12/26/2019	Vendor#: 1610	\$256.61	\$0.00	\$0.00 29
A00-1010-4000-0000	TOWN BD-CONTR	Zachary Munger 2/2019 Association of Towns Annual Conference 2/2019	12/26/2019	Vendor#: 1610	\$43.50	\$0.00	\$0.00 30
A00-1010-4000-0000	TOWN BD-CONTR	Zachary Munger 2/2019 Association of Towns Annual Conference 2/2019	12/26/2019	Vendor#: 1610	\$557.10	\$0.00	\$0.00 31
A00-1010-4000-0000	TOWN BD-CONTR	Zachary Munger 2/2019 Association of Towns Annual Conference 2/2019	12/26/2019	Vendor#: 1610	\$101.28	\$0.00	\$0.00 32
A00-1010-4000-0000	TOWN BD-CONTR	Zachary Munger 2/2019 Association of Towns Annual Conference 2/2019	12/26/2019	Vendor#: 1610	\$135.00	\$0.00	\$0.00 33
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WENDY ROYCE MCCANN 2019 Stenographer Service for Hearings & Trials	12/26/2019	Vendor#: 46	\$1,200.00	\$0.00	\$0.00 36
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WENDY ROYCE MCCANN 2019 Stenographer Service for Hearings & Trials	12/26/2019	Vendor#: 46	\$800.00	\$0.00	\$0.00 37
A00-1110-4000-0000	TOWN JUSTICE-CONTR	EATON OFFICE SUPPLY CO., INC. PINV783316 Court Office - Printer Toner	12/26/2019	Vendor#: 1320	\$216.99	\$0.00	\$0.00 51
A00-1220-0200-0000	SUPERVISOR- EQUIP	DELL MARKETING, LP 10362102621 PO #562 - 10 Computers (OptiPlex 3070 SFF MLK) & 9 Monitors (Dell 22" Monitor - P2219H)	12/26/2019	Vendor#: 565	\$823.55	\$0.00	\$0.00 38
A00-1220-0200-0000	SUPERVISOR- EQUIP	DELL MARKETING, LP 10362102621 PO #562 - 10 Computers (OptiPlex 3070 SFF MLK) & 9 Monitors (Dell 22" Monitor - P2219H)	12/26/2019	Vendor#: 565	\$563.57	\$0.00	\$0.00 39
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1912022 Accounting Services 11/18/19 - 12/15/19 *Capital Assets & JE/Bank Rec review	12/26/2019	Vendor#: 1747	\$150.00	\$0.00	\$0.00 7
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 1912022 Accounting Services 11/18/19 - 12/15/19 *Capital Assets & JE/Bank Rec review	12/26/2019	Vendor#: 1747	\$375.00	\$0.00	\$0.00 8
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	DELL MARKETING, LP 10362102621 PO #562 - 10 Computers (OptiPlex 3070 SFF MLK) & 9 Monitors (Dell 22" Monitor - P2219H)	12/26/2019	Vendor#: 565	\$1,387.12	\$0.00	\$0.00 41
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 12/3/19 Erie County Assessor's Association Holiday Luncheon 2019	12/26/2019	Vendor#: 435	\$50.00	\$0.00	\$0.00 14

Town of Boston
Journal Proof Report
Fiscal Year: 2019

Journal Number: AP - 1739	Journal Desc: AP Batch 1	Trans Description	Date	Journal Date: 12/26/2019	Reference	Account Period: 12 - Dec	Debit	Credit	Status: Currently Active
Account#	Account Description								ENCLOSURE Seq #
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 12/31/19 Erie County Assessor's Association Holiday Luncheon 2019	12/26/2019	Vendor# 435			\$26.46	\$0.00	\$0.00 15
A00-1410-0200-0000	TOWN CLERK- EQUIP	DELL MARKETING, LP 10362102621 PO #562 - 10 Computers (OptiPlex 3070 SFF MLK) & 9 Monitors (Dell 22" Monitor - P2219H)	12/26/2019	Vendor# 565			\$2,844.25	\$0.00	\$0.00 40
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 115163 Project No. 2190909.09 - Elevator Modernization Project	12/26/2019	Vendor# 1901			\$6,195.56	\$0.00	\$0.00 19
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 115288 Project No. 2190909.05 - MS4 Program Consultation (25 hrs)	12/26/2019	Vendor# 1901			\$2,755.00	\$0.00	\$0.00 12
A00-1620-0400-0000	BUILDINGS- CONTR	OMPHALIUS PLUMBING & HEATING 11/5/19 Drain & winterize the Shack Shack	12/26/2019	Vendor# 113			\$185.85	\$0.00	\$0.00 13
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1675200 Town Hall Mats & Supplies	12/26/2019	Vendor# 1296			\$85.35	\$0.00	\$0.00 9
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 12/19 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (8880 kwh)	12/26/2019	Vendor# 37			\$922.87	\$0.00	\$0.00 2
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	TIME WARNER CABLE 12/19 - Acct. #202-898242602-001 Boys and Girls Club - Phone/TV/Internet 12/19/19 - 1/18/20	12/26/2019	Vendor# 1242			\$190.08	\$0.00	\$0.00 50
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	UNIFIRST CORP. 055 1675201 Trooper Barracks Mats	12/26/2019	Vendor# 1296			\$150.20	\$0.00	\$0.00 10
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc, Inc. IN3640651 Xerox Copier Lease - 11/24/19 - 12/23/19	12/26/2019	Vendor# 1787			\$42.95	\$0.00	\$0.00 34
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 12/19 - Acct. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (268 kwh)	12/26/2019	Vendor# 37			\$47.78	\$0.00	\$0.00 4
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 12/19 - Acct. #1001-9308-037 Acct. #1001-9308-037 - Boston State Signal (59 kwh)	12/26/2019	Vendor# 37			\$24.23	\$0.00	\$0.00 5
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 12/19 - Acct. #1001-9307-296 Acct. #1001-9307-296 - Boston Colden Signal (9 kwh)	12/26/2019	Vendor# 37			\$18.61	\$0.00	\$0.00 6
A00-3620-0200-0000	SAFETY INSPECT- EQUIP	DELL MARKETING, LP 10362102621 PO #562 - 10 Computers (OptiPlex 3070 SFF MLK) & 9 Monitors (Dell 22" Monitor - P2219H)	12/26/2019	Vendor# 565			\$1,387.12	\$0.00	\$0.00 42
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Cintas 5015714514 Service on Highway Barn First Aid Kit	12/26/2019	Vendor# 1758			\$69.57	\$0.00	\$0.00 47
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1675202 Highway Uniforms & Supplies	12/26/2019	Vendor# 1296			\$170.90	\$0.00	\$0.00 48
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1673729 Highway Uniforms & Supplies	12/26/2019	Vendor# 1296			\$115.08	\$0.00	\$0.00 27
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 12/19 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway (2940 kwh)	12/26/2019	Vendor# 37			\$359.65	\$0.00	\$0.00 3

Town of Boston
Journal Proof Report
Fiscal Year: 2019

Journal Number: AP - 1739	Journal Desc: AP Batch 1	Trans Description	Date	Journal Date: 12/26/2019	Reference	Account Period: 12 - Dec	Debit	Credit	Status: Currently Active
Account#	Account Description								ENC LIQ Seq #
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1672259 Highway Uniforms & Supplies	12/26/2019	12/26/2019	Vendor#: 1296		\$170.90	\$0.00	\$0.00 18
A00-6772-0400-0000	PROGRAMS FOR AGING- CONTR	DOLORES VALENTINE 12/2019 Nutrillon Christmas Party Supplies	12/26/2019	12/26/2019	Vendor#: 1289		\$24.00	\$0.00	\$0.00 28
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/19 - Acct. #1001- 6047-333 Acct. #1001-6047-333 - Town Park (843 kwh)	12/26/2019	12/26/2019	Vendor#: 37		\$112.40	\$0.00	\$0.00 1
A00-7110-0400-0000	PARKS- CONTR	NYSEG 12/19 - Acct. #1001- 1771-929 Acct. #1001-1771-929 - Athletic Field (99 kwh)	12/26/2019	12/26/2019	Vendor#: 37		\$28.73	\$0.00	\$0.00 35
A00-7550-0400-0000	CELEBRATIONS- CONTR	BOSTON TOWN BAND 2019 Christmas 2019 Boston Christmas Concert 12/15/19	12/26/2019	12/26/2019	Vendor#: 280		\$500.00	\$0.00	\$0.00 20
A00-8020-0400-0000	PLANNING- CONTR	LaBella Associates 115297 Project No. 2190809.08 - Dollar General - 10/26/19 - 11/22/19 (20.75 hr)	12/26/2019	12/26/2019	Vendor#: 1901		\$2,211.25	\$0.00	\$0.00 11
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	12/26/2019	12/26/2019	Fund DB0 AP Account		\$0.00	\$15,406.45	\$0.00 59
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 93853900 Acetylene & Oxygen Cylinders 11/20/19 - 12/20/19	12/26/2019	12/26/2019	Vendor#: 1039		\$83.25	\$0.00	\$0.00 49
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SS Diesel & Auto LLC 28115 Diagnostic Testing & Fuel Rail Pressure Sensor for '09 F550	12/26/2019	12/26/2019	Vendor#: 1785		\$297.91	\$0.00	\$0.00 16
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SS Diesel & Auto LLC 28115 Diagnostic Testing & Fuel Rail Pressure Sensor for '09 F550	12/26/2019	12/26/2019	Vendor#: 1785		\$55.27	\$0.00	\$0.00 17
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 92834089 Finance Charge (late fee)	12/26/2019	12/26/2019	Vendor#: 1039		\$1.70	\$0.00	\$0.00 25
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EMERLING FORD MERCURY, INC. 150188 Rod & Gromet	12/26/2019	12/26/2019	Vendor#: 409		\$46.39	\$0.00	\$0.00 26
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0621407 Salt (71.95 Tons) - Tickets 972431 & 972814	12/26/2019	12/26/2019	Vendor#: 135		\$1,042.56	\$0.00	\$0.00 23
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0621407 Salt (71.95 Tons) - Tickets 972431 & 972614	12/26/2019	12/26/2019	Vendor#: 135		\$1,041.11	\$0.00	\$0.00 21
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0623283 Salt (115.58 Tons) - Tickets 974957, 975098, 975307	12/26/2019	12/26/2019	Vendor#: 135		\$1,165.64	\$0.00	\$0.00 52
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0623283 Salt (115.58 Tons) - Tickets 974957, 975098, 975307	12/26/2019	12/26/2019	Vendor#: 135		\$1,168.53	\$0.00	\$0.00 54
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0623283 Salt (115.58 Tons) - Tickets 974957, 975098, 975307	12/26/2019	12/26/2019	Vendor#: 135		\$1,013.02	\$0.00	\$0.00 56
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0621001 Salt (70.10 Tons) - Tickets 971665 & 972267	12/26/2019	12/26/2019	Vendor#: 135		\$1,015.05	\$0.00	\$0.00 45

January 2, 2020 - ABSTRACT - 2019 Payables

Created By: epericak

Town of Boston

Journal Proof Report

Fiscal Year: 2019

Journal Number: AP - 1739	Journal Desc: AP Batch 1	Account Description	Trans Description	Date	Reference	Account Period: 12 - Dec	Debit	Credit	Status: Currently Active
Account#									ENCILIQ Seq #
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	AMERICAN ROCK SALT CO LLC - 0621001 Salt (70.10 Tons) - Tickets 971865 & 972267		12/26/2019	Vendor#: 135		\$1,015.05	\$0.00	\$0.00 43
DB0-5143-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0621001 Salt (70.10 Tons) - Tickets 971865 & 972267		12/26/2019	Vendor#: 135		\$1,015.05	\$0.00	\$0.00 44
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0621001 Salt (70.10 Tons) - Tickets 971865 & 972267		12/26/2019	Vendor#: 135		\$1,015.05	\$0.00	\$0.00 46
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0623283 Salt (115.58 Tons) - Tickets 974957, 975098, 975307		12/26/2019	Vendor#: 135		\$1,013.02	\$0.00	\$0.00 57
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0623283 Salt (115.58 Tons) - Tickets 974957, 975098, 975307		12/26/2019	Vendor#: 135		\$1,168.54	\$0.00	\$0.00 55
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0621407 Salt (71.95 Tons) - Tickets 972431 & 972614		12/26/2019	Vendor#: 135		\$1,165.64	\$0.00	\$0.00 53
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0621407 Salt (71.95 Tons) - Tickets 972431 & 972614		12/26/2019	Vendor#: 135		\$1,041.11	\$0.00	\$0.00 22
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	AMERICAN ROCK SALT CO LLC - 0621407 Salt (71.95 Tons) - Tickets 972431 & 972614		12/26/2019	Vendor#: 135		\$1,042.56	\$0.00	\$0.00 24
Total Number of 59 Transactions							\$40,504.96	\$40,504.96	\$0.00

AP - 1739 Summary By Fund Number

Fund	Debit	Credit	ENCILIQ
A00	\$25,098.51	\$25,098.51	\$0.00
DB0	\$15,406.45	\$15,406.45	\$0.00
Total	\$40,504.96	\$40,504.96	\$0.00

No Errors

January 2, 2020 - A B S T R A C T - 2020 Payables

Created By: epericak

Town of Boston

Journal Proof Report

Fiscal Year: 2020

Journal Number: AP - 1740	Journal Desc: AP Batch 1	Account Description	Trans Description	Date	Reference	Debit	Credit	Status: Currently Active
Account#								ENCLOSURE Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account		1/2/2020	Fund A00 AP Account	\$0.00	\$1,959.24	\$0.00 11
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Erie County Magistrates Association 2020 - D. Bender 2020 Membership Dues - D. Bender		1/2/2020	Vendor#: 826	\$50.00	\$0.00	\$0.00 8
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Erie County Magistrates Association 2020 - K. Vacco 2020 Membership Dues - K. Vacco		1/2/2020	Vendor#: 826	\$50.00	\$0.00	\$0.00 9
A00-1110-4000-0000	TOWN JUSTICE-CONTR	ERIE CTY TN & VILLAGE COURT CLERKS' ASSOC 2020 Membership - Miller 2020 Membership Dues - K. Miller		1/2/2020	Vendor#: 592	\$30.00	\$0.00	\$0.00 10
A00-1355-0401-0000	ASSESSOR- CONTR	WNY-JAAO 2020 - Ashley Fitzner 2020 Membership Dues - Ashley Fitzner		1/2/2020	Vendor#: 251	\$20.00	\$0.00	\$0.00 1
A00-1355-0401-0000	ASSESSOR- CONTR	WNY-JAAO 2020 - Sue Fitzner 2020 Membership Dues - Sue Fitzner		1/2/2020	Vendor#: 251	\$20.00	\$0.00	\$0.00 2
A00-1355-0401-0000	ASSESSOR- CONTR	NYS ASSESSORS ASSOCIATION 2020 Dues 2020 Membership Dues - Sue Fitzner		1/2/2020	Vendor#: 214	\$100.00	\$0.00	\$0.00 5
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	MAILFINANCE N8034598 Postage Machine Lease 12/31/19 - 3/30/20		1/2/2020	Vendor#: 1382	\$759.24	\$0.00	\$0.00 4
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	NYS ASSOC TOWN SUPT OF HWY INC. 2016-3178 2020 Membership Dues - Bob Telaak		1/2/2020	Vendor#: 362	\$200.00	\$0.00	\$0.00 3
A00-7270-0400-0000	BAND CONCERTS- CONTR	SESAC, Inc. 2020 License Fee Licensing Agreement for 2020 Summer Concert Series		1/2/2020	Vendor#: 1906	\$460.00	\$0.00	\$0.00 6
A00-8020-0400-0000	PLANNING- CONTR	New York Planning Federation 14814 2020 Membership Dues		1/2/2020	Vendor#: 1688	\$270.00	\$0.00	\$0.00 7
Total Number of 11 Transactions						\$1,959.24	\$1,959.24	\$0.00

AP - 1740 Summary By Fund Number

Fund	Debit	Credit	ENCLOSURE
A00	\$1,959.24	\$1,959.24	\$0.00
Total	\$1,959.24	\$1,959.24	\$0.00

TOWN OF BOSTON

<u>2020 APPOINTMENT</u>	<u>TITLE</u>	<u>TERM</u>
Karen Miller	Court Clerk, FT	12/31/20
TBD	Court Clerk, PT	12/31/20
John Sibenik	Court Officer, PT	12/31/20
Daniel Mulé	Court Officer, PT	12/31/20
Anna Kobialka	Prosecutor, PT	12/31/20
Ashley Karmazyn	Assessment Clerk, PT	12/31/20
Lois Jackson	Deputy Town Clerk, FT	12/31/20
William G. Ferguson	Code Enforcement Officer, PT	12/31/20
Dawn Boncal	Secretary to Boards/Code Enforce, PT	12/31/20
Maryann Cumming-Robel	Highway Clerk, PT	12/31/20
Gordon Cruse	Dog Control Officer, PT	12/31/20
Theresa Horschel	Nutrition Prog. Director, PT	12/31/20
Sharon Bulger	Asst. Nutrition Director, PT	12/31/20
Lori Valentine	Sub Asst. Nutrition Director, PT	12/31/20
Patricia Hice	Sub Asst. Nutrition Director, PT	12/31/20
Shawn Vanderdoes	Town Hall Laborer, PT	12/31/20
Cheryl Dunmire	Town Hall Cleaner, PT	12/31/20
Robert Telaak	Parks Superintendent	12/31/20
Scott Fellows	Parks Laborer, FT	12/31/20
Barry Decker	Parks Laborer, Seasonal	12/31/20
Amanda Jensen	Parks Laborer, Seasonal	12/31/20
Eugene Wieckowski	Emergency Manager	12/31/20
Allison Koczur	Event Coordinator	12/31/20
Jacob Karb, III	Liaison - Cobblehill Cemetery	12/31/20
Kathy Prackajlo	Marriage Officer	12/31/20
Sandra Quinlan	Records Management Officer	12/31/20
Sandra Quinlan	Registrar of Vital Statistics	12/31/21
Lois Jackson	Deputy Registrar of Vital Statistics	12/31/21
Sarah DesJardins	Town Planner	12/31/20

Supervisor Keding made the following appointments:

Allison Koczur	Assistant to Supervisor, FT	12/31/20
Ellie Pericak	Bookkeeper/Budget Director, FT	12/31/20
Richard Hawkins	Deputy Supervisor	12/31/20
Frank Gamel	Town Historian, PT	12/31/20

2020 SALARY SCHEDULE

Position

Salary

Assistant to the Supervisor, FT	39,211/Yr.
Bookkeeper, FT	49,862/Yr.
Deputy Supervisor	1,050/Yr.
Budget Director	3,500/Yr.
Event Coordinator	2,500/Yr.
Court Clerk, FT	44,572/Yr.
Court Clerk, PT	17.20/Hr.
Court Officer, PT (2)	5,779/Yr.
Prosecutor	15,886/Yr.
Assessor, FT	48,802/Yr.
Assessment Clerk, PT	17.20/Hr.
Deputy Town Clerk, FT	35,778/Yr.
Code Enforcement Officer, PT	22,588/Yr.
Secretary to Boards & Code Enforcement, PT	17.20/Hr.
Hwy Clerk/Secretary, PT	17.20/Hr.
Dog Control Officer, PT	12,921/Yr.
Nutrition Program Director	13.50/Hr.
Asst. Nutrition Program Director (2)	13.50/Hr.
Laborer, PT - Town Hall	17.20/Hr.
Cleaner, PT - Town Hall	3,895/Yr.
Parks Superintendent	8,811/Yr.
Parks Laborer, FT	39,392/Yr.
Parks Seasonal Employees (2)	17.20/Hr.
Cobblehill Cemetery Liaison	300/Yr.
Town Historian	3,550/Yr.

Highway Department

Per Collective Bargaining Agreement

Elected Officials

Supervisor	\$39,000/Yr.
Councilmen (4)	\$8,750/Yr.
Highway Superintendent	\$68,278/Yr.
Town Clerk	\$47,741/Yr.
Town Justices (2)	\$19,103/Yr.

TOWN OF BOSTON

2020 EMPLOYEE HOLIDAYS

NEW YEAR'S DAY	JANUARY 1	WEDNESDAY
MARTIN LUTHER KING DAY	JANUARY 20	MONDAY
PRESIDENT'S DAY	FEBRUARY 17	MONDAY
GOOD FRIDAY	APRIL 10	FRIDAY
MEMORIAL DAY	MAY 25	MONDAY
INDEPENDENCE DAY- OBSERVED	JULY 3	FRIDAY
LABOR DAY	SEPTEMBER 7	MONDAY
COLUMBUS DAY	OCTOBER 12	MONDAY
ELECTION DAY	NOVEMBER 3	TUESDAY
VETERAN'S DAY	NOVEMBER 11	WEDNESDAY
THANKSGIVING DAY	NOVEMBER 26	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 27	FRIDAY
CHRISTMAS EVE	DECEMBER 24	THURSDAY
CHRISTMAS	DECEMBER 25	FRIDAY
NEW YEAR'S EVE	DECEMBER 31	THURSDAY

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

RECEIVED
BOSTON TOWN CLERK
7819 DEC 20 AM 9:01

TOWN OF Boston

COUNTY OF Erie

The sum of \$349,486.41 may be expended for general repairs upon 37.98 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

(a) On all town roads that need repair after winter damage, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.

Type Top: _____ Width of traveled surface: _____ feet

Thickness Top: _____ inche(s) Thickness binder _____ inche(s)

Other _____

(b) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.

Type Top: _____ Width of traveled surface: _____ feet

Thickness Top: _____ inch(es) Thickness binder: _____ inch(es)

Other _____

(c) On _____, starting at _____ and ending at _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.

Type Top: _____ Width of traveled surface: _____ feet

Thickness Top: _____ inch(es) Thickness binder: _____ inch(es)

Other _____

Supervisor _____ Date _____

Council Member _____ Date _____

Council Member	Date
----------------	------

Council Member _____ Date _____

Council Member	Date
----------------	------

Council Member	Date
----------------	------

Council Member	Date
----------------	------

Council Member _____ Date _____
Robert Talbot 12-19-19
 Highway Superintendent _____ Date _____

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

TOWN OF BOSTON – RESOLUTION NO. 2020-01

PROCUREMENT POLICY

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 2nd day of January, 2020 at 7:30 pm Eastern Prevailing Time there were:

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

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

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

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

Guideline 3.

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

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

Guideline 4.

4.1 Purpose

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

4.2 Award based on low bid or best value.

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

4.3 Applicability

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

4.4 Standards for best value

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

4.5 Documentation.

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

4.6 Procurement policy superseded where inconsistent.

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

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

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

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

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

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

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

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

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

Town Supervisor	Town Clerk
Court Clerk	Board Secretary
Town Assessor	Cobble Hill Cemetery Liaison
Code Enforcement Officer	Dog Control Officer
Highway Superintendent	Nutrition Site Coordinator
Parks Superintendent	Town Hall Laborer

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON - RESOLUTION 2020-02

ADOPT SCHEDULE OF FEES

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 2nd day of January, 2020 at 7:30 pm Eastern Prevailing Time there were:

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

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

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

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

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

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

Dog Licenses	Including Local Fee & NYS Surcharge
Spayed/Neutered	1 Year \$8 / 2 Year \$16 / 3 Year \$24
Unspayed/Unneutered	1 Year \$16 / 2 Year \$32 / 3 Year \$48
Purebred up to 10 dogs	\$25 + \$1 for each spayed/neutered Dog
Purebred up to 25 dogs	\$50 + \$1 for each unspayed/unneutered Dog
Town Impoundment Fees	(1 st) \$25, (2 nd) \$50, (3 rd) \$75, and continue in additional \$25 increments for subsequent impoundments
Boarding Fees	\$25 per day
Civil Fines, NYS Minimum	(1 st) \$25, (2 nd) \$50, (3 rd) \$75
Woodburning Fireplaces/Stoves	
Permit	\$50
Cert. Of Occupancy / Zoning Compliance	
Permit	\$25
Zoning Board of Appeals	
Application for Variance	\$150
Appeal	\$150
Public Hearing Fee	\$100
Planning Board-Subdivision Development	
Minor Sub Preliminary Plat Approval	\$200 per lot
Minor Sub Final Plat	No Fee
Major Sub Preliminary Plat Approval	\$750 + \$300/lots>4
Major Sub Final Plat	No Fee
Special Use Permit	\$ 200
Rezoning Application	
< 1 acre	\$250
1.0 acres up to 5.0 acres	\$500
5.0 acres up to 10.0 acres	\$1000
10.0 acres up to 50.0 acres	\$2500
> 50 acres	\$5000
Application – Site Plan Review	
up to 1.0 acre	\$250
over 1.0 up to 2.0 acres	\$500
over 2.0 acres up to 5.0 acres	\$500 + \$250 for any acre or fraction over 2.0 acres
over 5.0 acres up to 10 acres	\$1000 + \$250 for any acre or fraction over 5.0 acres
over 10 acres	\$2500 + \$250 for any acre or fraction over 10 acres
Site Plan Approval, Minor Add'ns/Site Improvements	\$250
Cobble Hill Cemetery	
Grave Site - Purchase Price	\$400
Grave Opening - Full Grave	\$400
Grave Opening - Infant Grave (up to 3 feet)	\$250
Cremation	\$150
Foundation - per foot	\$50
Foundation – Minimum	\$100

Books and Maps	
Code Books	\$200
Zoning Map	\$75
Code Book – Leaving Town Official	\$50
Late Fee For Any App. Arising out of Zoning Law	\$250
Adult Use Registration	
Processing Fee	\$500
Use of Facility	
Maintenance Fee	\$75
Permits For Which There Is No Established Fee	\$50

TOWN OF BOSTON – RESOLUTION NO. 2020-03

ATTORNEY FOR THE TOWN

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

WHEREAS, Sean W. Costello, Esq., and his affiliated law firm, Rupp Baase Pfalzgraf Cunningham LLC, have served competently as Attorney for the Town during 2018 and 2019 pursuant to the terms of a retainer agreement dated January 3, 2018; and

WHEREAS, by way of a letter proposal dated December 15, 2019, Sean W. Costello and Rupp Baase Pfalzgraf Cunningham LLC have offered an extension of the retainer agreement to serve as Attorney for the Town on the same terms, with no increase in fees or rates, through December 31, 2021;

NOW THEREFORE BE IT

RESOLVED, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to extend the Town's contract with Sean W. Costello, Esq., and Rupp Baase Pfalzgraf Cunningham LLC through December 31, 2021 by executing the December 15, 2019 proposal, and

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

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk



1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 • www.ruppbaase.com

SEAN W. COSTELLO
costello@ruppbaase.com

December 15, 2019

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

Dear Town Board:

Re: Attorney for the Town – Extension of Retainer Agreement

It has been a great honor to serve the Board as Attorney for the Town during 2018 and 2019. The Town truly is a unique and wonderful place, and I have had the pleasure to get to know it and many of its engaged citizens. Working together, undertaking difficult tasks, and treating all with dignity and respect, we have accomplished much. In addition to day-to-day legal support, there remain many things to accomplish. Recognizing the Town's tight budget constraints, I propose to continue our contractual relationship for a term from January 1, 2020 to December 31, 2021 on the same terms as set forth in our January 3, 2018 engagement letter. No increase in the flat fee or hourly rates whatsoever is requested. Rupp Baase Pfalzgraf Cunningham LLC will continue to honor the discounted hourly rates set forth in the engagement letter. As has been the case, the Town will incur no fringe benefit, payroll tax, or retirement system expenses.

I look forward to continuing to provide competent, responsive, and reliable legal services to the Town, and already have signed this agreement on behalf of myself individually and on behalf of Rupp Baase. If the Town authorizes Supervisor Keding to sign this extension agreement, a binding and enforceable agreement will exist between the Town, Rupp Baase, and me.

Sincerely,


Sean W. Costello

**APPROVED OF, ACCEPTED, AND AGREED TO:
TOWN OF BOSTON**

By: _____
Jason A. Keding, Supervisor

Date: _____

Rochester | Albany | Williamsville | Jamestown

ruppbaase.com



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM LLC**
ATTORNEYS

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

SEAN W. COSTELLO
costello@ruppbaase.com

January 3, 2018

VIA ELECTRONIC MAIL ONLY

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

Dear Mr. Keding:

Re: Attorney for the Town Proposal

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

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

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

1. Scope, Services, and Flat Fee.

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

Innovation in Practice

Rochester | Williamsville | Ellicottville | Jamestown

RUPP BAASE PFALZGRAF CUNNINGHAM LLC

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

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

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

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

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

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

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

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

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

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

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

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

Jason A. Keding, Town of Boston
January 3, 2018
Page 4

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

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

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

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

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

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

RUPP BAASE PFALZGRAF CUNNINGHAM LLC

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

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

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

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

Sincerely,


Sean W. Costello

/tbs

cc: Joseph T. Burns, Esq.

APPROVED OF, ACCEPTED, AND AGREED TO:

TOWN OF BOSTON

By 
Jason A. Keding, Supervisor

Date: 1/3/2018

TOWN OF BOSTON – RESOLUTION NO. 2020-0A

CLARK PATTERSON LEE TO SERVE AS TOWN ENGINEER

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

WHEREAS, Clark Patterson Lee has presented a proposal dated September 9, 2019 to provide municipal engineering services to the Town and has offered to continue such services on the same terms; and

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

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to continue the engagement of Clark Patterson Lee for Town engineering needs, at the rates set forth in that firm's September 9, 2019 proposal, and

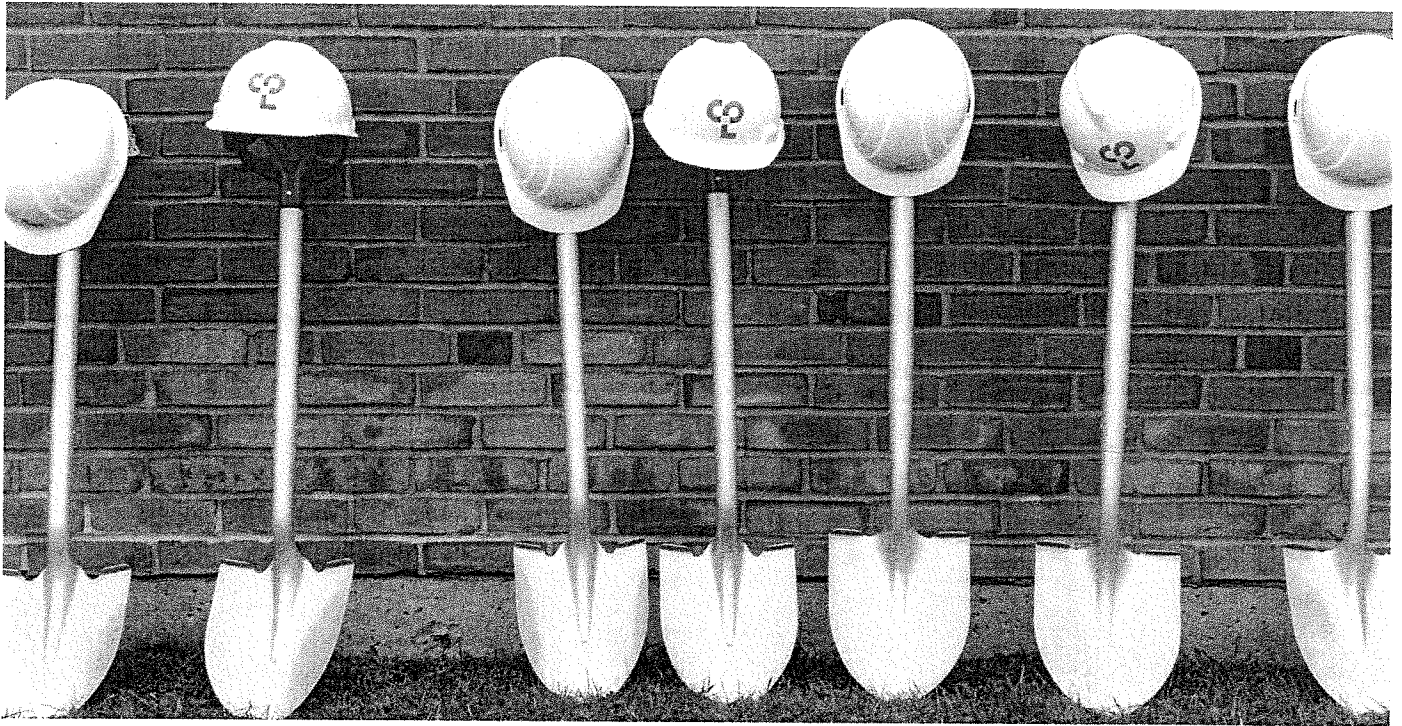
IT IS FURTHER RESOLVED, that Clark Patterson Lee shall be the duly-designated Engineer for the Town of Boston through December 31, 2020 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

2019-2021 CPL Hourly Rates



Title	2019 Hourly Rate	2020 Hourly Rate	2021 Hourly Rate
Principal in Charge	\$215	\$218.22	\$221.50
Principal Associate	\$160	\$162.40	\$164.84
Senior Associate / Design Professional	\$140	\$142.10	\$144.23
Associate / Design Professional	\$120	\$121.80	\$123.63
Senior CADD Operator / Drafter	\$90	\$91.35	\$92.72
CADD Operator / Drafter	\$75	\$76.13	\$77.27
Resident Observer	\$80	\$81.20	\$82.42
Survey Crew	\$150	\$152.25	\$154.53



September 9, 2019

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

**RE: Municipal Partnership –
Architectural, Engineering and Planning Consulting Services**

Dear Supervisor Keding:

Times are tough in New York and municipalities across the state are searching for better and more efficient ways to do business. Our municipal leaders are taking steps to improve fiscal stability, consolidate services, and identify ways to make service delivery more effective. No option is off the table when it comes to reconciling limited resources with high expectations for public services. It is within this context that we propose a better model for providing professional consulting services to our municipal clients. Our approach is based on a unique business structure that facilitates the provision of professional services on an as needed basis, without the typical retainer charged by most firms. We have successfully partnered with dozens of municipalities under this type of agreement. It's an arrangement that continues to set us apart from our colleagues at other professional firms.

I have prepared this letter of engagement agreement between the Town of Boston and CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C., to provide architectural, engineering and planning services to the Town of Boston, including any efforts the Board feels is necessary to assist the Town of Boston Planning Board. This agreement establishes the rates, and conditions under which CPL will serve the Town. I will serve as the principal contact with the firm, and the partner in charge of this engagement. Steve Tanner, P.E. will serve as the Town's primary project manager. For technical work, Brian Kulpa, AIA will serve as the Town's coordinator for all Planning related functions and Justin Steinbach, AICP will serve as the team leader for zoning and site plan review items.

We can provide you with a not-to-exceed fee on an annual or another agreed upon timeframe for general consulting services. For general consulting, services are provided on an as needed basis. For project specific services, we can apply our rate table to generate proposals for all requested project undertakings. We will supply a written and agreed upon proposal for any and all projects separately. The specific services and proper mix of personnel will be determined based on a request for assistance. We will provide periodic, as you determine appropriate, accounting of the services rendered and we will bill on a monthly basis. There may be periods of time where no assistance by our staff is required. Your projects will receive focused personal attention, delivered by capable and energetic staff. By pairing young professionals with seasoned senior leadership



Supervisor Jason Keding
September 9, 2019
Page 2 of 2

we can serve your community at a reasonable cost. Our goal is to develop an enduring relationship with the Town, one that we will both be satisfied with going forward.

CPL will maintain insurance coverage consistent with the Town's requirements, through the duration of the agreement and will provide the town with certificates evidencing such coverage annually, naming the Town of Boston as "additional insured".

I am the first to admit that what we do is not rocket science, but I am deeply proud of our ability to provide our clients with quality service at a fair rate. This is what we do and we do it well. I appreciate the opportunity to present you with our credentials. You can reach me at (716) 852-2100 ext.1048 or rhenry@CPLteam.com.

Very truly yours,

A handwritten signature in black ink, reading "Richard B. Henry, III". The signature is fluid and cursive, with a large 'R' and 'H'.

Richard B. Henry, III, P.E.
Senior Vice President

The Town of Boston hereby accepts CPL's
Proposal.

Town of Boston, Town Supervisor Jason Keding

TOWN OF BOSTON – RESOLUTION NO. 2020-05

LABELLA ASSOCIATES TO SERVE AS TOWN ENGINEER

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

WHEREAS, LaBella Associates has presented a proposal dated September 17, 2018 to provide municipal engineering services to the Town and has offered to continue such services on the same terms; and

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

NOW THEREFORE BE IT

RESOLVED, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to continue the engagement of LaBella Associates for Town engineering needs, at the rates set forth in that firm's September 17, 2018 proposal, and

IT IS FURTHER RESOLVED, that LaBella Associates shall be the duly-designated Engineer for the Town of Boston through December 31, 2020 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

HOURLY RATES

Title	2018/2019 Billing Rates
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ENGINEERING & ARCHITECTURAL SERVICES

Project Manager	\$110
Sr. Engineer/Architect	\$100
Project Engineer/Architect	\$90
Engineer/Architect	\$85
Jr. Engineer	\$65
Administrative Support	\$50

SURVEY

Licensed Surveyor	\$110
Instrument Assistant	\$70

PLANNING SERVICES

Sr. Planner/Environmental Specialist	\$115
Planner	\$95
Jr. Planner	\$65

CONSTRUCTION ADMIN/INSPECTION

Construction Manager	\$90
Inspector	\$80



*1/2 11/2/18 10:30AM
RE-LUS NEXT STEPS*

September 17, 2018

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

RE: Town of Boston
Municipal Services

Dear Supervisor Keding:

On behalf of LaBella Associates, thank you for this opportunity to provide the Town of Boston with our municipal engineering capabilities and rate schedule. please note I have provided personnel/titles that we anticipate will be providing the majority of the services for your community.

Since our inception, LaBella Associates has been committed to municipalities, as they were among our first clients. Many of these towns, villages and cities retained LaBella as their Municipal Engineer through the last 40 years—a true testament to the firm's core mission to emphasize the importance of client relationships. We strive to maintain client trust by completing assignments in a timely and cost effective manner.

Our clients include large municipalities; such as, the City of Rochester and Monroe County, mid-sized municipalities including the City of Hornell, Town of Victor, Town of Irondequoit and Town of Mendon and small municipalities such as the Villages of Clyde and Honeoye Falls and the Town of Tyre.

LaBella is a full service engineering, architecture, environmental, and planning firm. In addition to our civil (municipal) engineers and planners, we have staff transportation and traffic engineers, architects, and construction inspectors. With nine service divisions and over 650 staff members, LaBella has the resources to support your Town's needs.

We understand that that you are planning your 2019 Budget and we would recommend that you consider \$15,000 for municipal services for the upcoming year. We would work on an hourly basis for all miscellaneous services and will provide the Town with a formal proposal for any specific projects such as reviewing the current drainage/stormwater issues the Town is now experiencing. Initially we would propose to perform a feasibility study to determine the best approach to address the drainage concerns within the Town.

Please feel free to contact me directly at (585) 402-7018 if you have any questions. We are excited to begin to build a partnership with the Town of Boston and provide the desired services you may need.

Respectfully submitted,

LaBella Associates

A handwritten signature in black ink that reads 'Michael A. Simon'.

Michael A. Simon
Project Manager

TOWN OF BOSTON – RESOLUTION NO. 2020-06

PAYMENT OF INSURANCE PREMIUM

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

WHEREAS, the Town has received a renewal insurance package for a policy term of January 1, 2020 to January 1, 2021 which enhances certain coverages for a total premium plus fees of \$62,887;

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes payment of the January 1, 2020 to January 1, 2021 NYMIR policy premium plus fees of \$62,887.

On January 2, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

Sandra Quinlan

From: Sandra Quinlan
Sent: Friday, December 20, 2019 4:50 PM
To: 'Tara Lowry'
Subject: RE: Request for approval

Hi Tara,

I will submit your request to go on the agenda for the next Town Board meeting of January 2, 2020.

Thank you,

Sandy

Sandra Quinlan
Boston Town Clerk

8500 Boston State Road
Boston, NY 14025
(716) 941-6113 x0
(716) 941-6116 (Fax)

townclerk@townofboston.com

From: Tara Lowry [<mailto:tara@townofboston.com>]
Sent: Friday, December 20, 2019 11:49 AM
To: Sandra Quinlan
Subject: Request for approval

Ms. Quinlan,

I would like to apply for approval to attend the NY Planning Federation Annual Conference April 19 - 21.

Thank you,

Tara Lowry

--

[Connect with me on LinkedIn](#)

154 Nov. 2019
RECEIVED
BOSTON TOWN CLERK

2019 NOV 15 PM 2:58

To Town Supervisor and
Board Members

From: Kathy Prackeylo, ZBA Chair

Re: N.Y. Planning Federation
Session in April.

To whom it may concern,

I would like to attend the N.Y. Planning
Federation Annual meeting in April
2020, dates 19-22 April at the
Sagamore Hotel.

Thank you for your consideration.
I like being kept up to date on
Law, Zoning Issues.

Respectfully,
Kathy Prackeylo
ZBA Chair