

**AGENDA**  
**REGULAR MEETING - TOWN OF BOSTON**  
**FEBRUARY 5, 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 1/15/2020
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Letter from Planning Board notification of election of 2020 Officers
2. Letter from Zoning Board of Appeals notification of February 6, 2020 meeting cancellation
3. Letter from LaBella Associates regarding Proposed Dollar General Site Plan

**ITEM NO. IV NEW BUSINESS**

1. Public Hearing to extend Boston EMS Contract
2. Resolution 2020-10 AUTHORIZING CONTRACT FOR GENERAL AMBULANCE SERVICE WITH BOSTON EMERGENCY SQUAD, INC.
3. Recognition of Thomas Kyle for 50 years of service to North Boston Volunteer Fire Company
4. Requests from the Floor (3 minute time limit per person)
5. Resolution 2020-11 AGREEMENT WITH BOSTON FREE LIBRARY ASSOCIATION
6. Resolution 2020-12 AUTHORIZING PURCHASE OF DUMP TRUCK FOR HIGHWAY DEPARTMENT USE
7. Resolution 2020-13 APPROVE THE CLEANING OF AIR DUCTS AT TOWN HALL AND STATE TROOPER BARRACKS
8. Resolution 2020-14 APPROVE THE CodeRED SERVICE AGREEMENT
9. Resolution 2020-15 APPROVE THE ZONING MAP PROJECT NO. P1903313
10. Resolution 2020-16 AUTHORIZATION FOR DELEGATE TO ANNUAL MEETING OF ASSOCIATION OF TOWNS

11. Resolution 2020-17 DENYING APPROVAL FOR SITE PLAN FOR THE BROADWAY GROUP, LLC'S DOLLAR GENERAL PROJECT AT 9287 BOSTON STATE ROAD
12. Resolution 2020-18 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
13. Resolution 2020-19 AUTHORIZING PURCHASE OF UTILITY TRACTOR FOR HIGHWAY DEPARTMENT USE
14. Resolution 2020-20 ALLOCATING 2019 FUNDS TO THE AMBULANCE CAPITAL RESERVE FUND
15. Annual Refuse Licenses
16. Vince Mangino – Request for reappointment as Chairman of the Conservation Advisory Council
17. Sharon Stuart – Request for reappointment to the Conservation Advisory Council
18. Noah Quinlan – Request for reappointment to the Conservation Advisory Council
19. Use of Facility – Charlotte Ave Pre-K Graduation
20. Use of Facility – Fred Klepp -- Drake Family Reunion
21. Use of Town Meeting Facility – Herb Klein – Hospice Bouquet Distribution
22. Use of Town Meeting Facility – Board of Elections
23. Use of Facility – Boston Arts Council Summer Concert Series

#### **ITEM NO. V OLD BUSINESS**

#### **ITEM NO. VI REPORTS AND PRESENTATIONS**

1. Supervisor
2. Town Clerk
3. Highway Superintendent
4. Councilmembers

#### **ITEM NO. VIII ADJOURNMENT OF MEETING**

1. Adjournment of Meeting

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

Also Present: Highway Superintendent Telaak, Attorney for the Town Costello, and Deputy Town Clerk Lois Jackson.

Regular business:

A motion was made by Councilwoman Martin and seconded by Councilwoman Lucachik to adopt the minutes of the January 2, 2020 organizational meeting.

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

five (5) Yes

Carried

A motion was made by Councilwoman Selby and seconded by Councilman Cartechine, upon review by the Town Board, that fund bills in the amount of \$373,037.94 be paid.

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

five (5) Yes

Carried

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

Letter from Buffalo and Erie County Public Library regarding the 2020 Census.

New business:

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 Supervisor Keding to approve the Committee appointments and Liaison assignments for 2020. Committee appointments online and available at the Town Clerk's office.



Motion Con't:

2020 Liaison Assignments:

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

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

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

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

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

five (5) Yes

Carried

A motion was made by Councilwoman Martin and seconded by Councilwoman Lucachik to schedule a public hearing for Boston Emergency Squad Contract for February 5, 2020 at 7:30 p.m. at the Boston Town Hall.

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

five (5) Yes

Carried

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

**RESOLUTION 2020-07      AMENDING 2019 BUDGET TO PROPERLY ACCOUNT  
FOR INCREASE IN EXTREME WINTER RECOVERY FUNDING**

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

REGULAR BOARD MEETING  
JANUARY 15, 2020

TOWN HALL  
7:30 P.M.

Motion Con't:

Councilwoman Selby Yes

five (5) Yes

Carried

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

**RESOLUTION 2020-08**

**AMENDING 2019 BUDGET TO PROPERLY  
ACCOUNT FOR AIM-RELATED FUNDING**

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

five (5) Yes

Carried

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

**RESOLUTION 2020-09**

**CONNIE D. MINER & CO. GRANT CONSULTANTS  
TO SERVE AS GRANT WRITER**

Connie D. Miner has the experience, resources, and qualifications to handle the specific needs of the Town of Boston. Connie D. Miner & Co. shall be the duly-designated Grant Writer for the Town of Boston through December 31, 2020, and shall perform those specific tasks and duties as are required of the Town Grant Writer pursuant to the Town of Boston Code.

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

five (5) Yes

Carried

A motion was made by Councilwoman Selby and was seconded by Councilwoman Lucachik to approve Anna Kobialka to attend the Association of Towns 2020 Annual Meeting and Training School, February 2020.

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

five (5) Yes

Carried

Supervisor Keding stated there is no Old business.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

One of the Highway employees has been off for the past month due to medical issues and he will be off additional two to three weeks or longer. Down one man for plowing, streets will be plowed in timely manner, may take a bit longer.

Fill, wood chips, and leaves available.

Specifications on new dump truck are available for the Town Board, hopefully to have approval for next Town Board meeting.

Highway employees have been out chipping brush.

Councilwoman Selby reported on the following:

Getting acclimated to the council position.

Street lighting at the 219 is repaired and working.

Councilman Cartechine reported on the following:

Boston Colden Chamber of Commerce awards dinner for Business, Non Profit, and Citizen of the Year will be held on January 23<sup>rd</sup>.

Thanked Rucker Lumber for the cube van and Patchin Fire Company for the assistance in moving donations to the Bread of Life Outreach Center.

Councilwoman Lucachik reported on the following:

Planning Board meeting from January 14<sup>th</sup> went well. A few residents have shown interest in the Planning Board, hoping that they will send letters of intent. Zoning Board looking for members also.

Councilwoman Martin reported on the following:

Attended the Association of Towns Newly Elected Training last week, gained information and useful resources to help our Town.

Town Clerk Quinlan reported on the following:

Read letter from the Association of Towns regarding the 2020 Training School and Annual Meeting February 16-19, 2020.

The Town Clerk's monthly report for December 2019 has been submitted to the Supervisor.

REGULAR BOARD MEETING  
JANUARY 15, 2020



TOWN HALL  
7:30 P.M.

Code Enforcement Officer Report for December 2019 and the Town Hall Laborer Maintenance Log for December 2019 has been filed in the Town Clerk's office.

Town Hall will be closed on Monday January 20<sup>th</sup>, in observance of Martin Luther King Jr. Day.

Supervisor Keding reported on the following:

Sherriff's office report of 206 pounds of syringe drop off, 427 pounds of medication drop off from the collection boxes at the Town Hall.

Wires from the lights at the 219 have been repaired, the Town is responsible for the charge of that repair.

Mild winter so far, HEAP Outreach event was fairly successful.

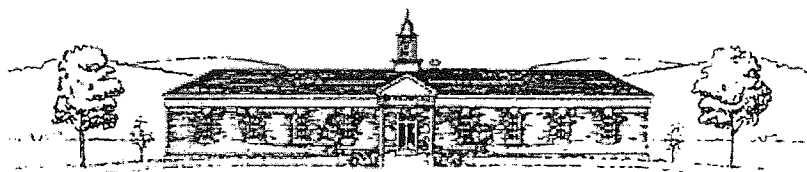
A motion was made by Supervisor Keding and seconded by Councilwoman Martin to adjourn the meeting at 7:55 p.m.

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

five (5) Yes

Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK



## TOWN OF BOSTON

**Town Board Meeting Date:** February 5, 2020

		<u>Total Amount</u>
Abstract #1 – 2019 Payables	Journal #PA-1801	\$ 35,501.26
Less Credits:	2019 – Trade in of John Deere 790	- \$8,200.00
Abstract #2 – 2020 Payables	Journal #AP-1802	\$ 121,132.01
<b>Total Payables Dues</b>		<b>\$ 148,433.27</b>

**Breakout by Fund:**

General (A) Fund:	\$ 107,733.19
Highway (DB) Fund:	\$ 20,469.07
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ 20,213.28
Refuse & Garbage (SG) Fund:	\$ 17.73
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ -

**Total Payables submitted for approval:**

**\$ 148,433.27**

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](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](mailto:program.intake@usda.gov).



# February 5, 2020 - ABSTRACT - 2019 Payables

## Town of Boston Journal Proof Report Fiscal Year: 2019

Created By: epericak

Journal Number: PA - 1801	Journal Desc: AP Batch 54	Account Description	Trans Description	Date	Journal Date: 12/31/2019	Reference	Account Period: 13 - Post Closing	Debit	Credit	Status: Currently Active	ENCLID	Seq #
Account#												
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 Prior AP Account		12/31/2019		Fund A00 Prior AP Account		\$0.00	\$25,728.50		\$0.00	37
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Blue360 Media 19121101189		12/31/2019		Vendor#: 1762		\$59.75	\$0.00		\$0.00	36
A00-1110-4000-0000	TOWN JUSTICE-CONTR	2020 NY Vehicle & Traffic Law										
A00-1110-4000-0000	TOWN JUSTICE-CONTR	KAREN MILLER 12/13/19 Reimb.		12/31/2019		Vendor#: 1436		\$22.25	\$0.00		\$0.00	32
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Mileage Reimb - Training at Erie County Courthouse										
A00-1110-4000-0000	TOWN JUSTICE-CONTR	KAREN MILLER 12/13/19 Reimb.		12/31/2019		Vendor#: 1436		\$12.00	\$0.00		\$0.00	33
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Mileage Reimb - Training at Erie County Courthouse										
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Ana Brignoni 242 Per Diem Court Interpreter 12/9/19		12/31/2019		Vendor#: 1870		\$170.00	\$0.00		\$0.00	34
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 116483 Project No. 2190909.09 - Elevator Modernization Project - 11/23/19-12/27/19		12/31/2019		Vendor#: 1901		\$1,105.00	\$0.00		\$0.00	9
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 116144 Project No. 2190909 - General Services - 10/26/19-12/27/19 (0.5 hrs)		12/31/2019		Vendor#: 1901		\$55.00	\$0.00		\$0.00	11
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY Q4 2019 - Acct. #12810500-5 Acct. #12810500-5 - Town Hall Oct-Dec 2019		12/31/2019		Vendor#: 96		\$68.88	\$0.00		\$0.00	6
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	ERIE COUNTY WATER AUTHORITY Q4 2019 - Acct. #60550160-9 Acct. #60550160-9 - Boys & Girls Club Oct-Dec 2019		12/31/2019		Vendor#: 96		\$59.01	\$0.00		\$0.00	7
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Frontier Auto & Plate Glass 6000193 Trooper Barracks - New Safety Glass for Windows (Resolution 2019-83)		12/31/2019		Vendor#: 1937		\$3,362.00	\$0.00		\$0.00	35
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Surdej Web Solutions, LLC 1063 Year One Hosting; Website Remodel		12/31/2019		Vendor#: 1939		\$359.88	\$0.00		\$0.00	30
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Surdej Web Solutions, LLC 1063 Year One Hosting; Website Remodel		12/31/2019		Vendor#: 1939		\$4,375.00	\$0.00		\$0.00	31
A00-5132-0400-0000	GARAGE-CONTR	ERIE COUNTY WATER AUTHORITY Q4 2019 - Acct. #70542520-4 Acct. #70542520-4 - Highway Oct-Dec 2019		12/31/2019		Vendor#: 96		\$343.20	\$0.00		\$0.00	5
A00-7110-0201-0000	EQUIPMENT	LandPro Equipment 1423470 John Deere 3032E Compact Utility Tractor PIN #1LV3032EPKK127160 (Resolution 2019-78) - less trade in of John Deere 790		12/31/2019		Vendor#: 1719		\$21,272.72	\$0.00		\$0.00	1

**Town of Boston**  
**Journal Proof Report**  
**Fiscal Year: 2019**

Created By: epericak

Journal Number: PA - 1801		Journal Desc: AP Batch 54		Journal Date: 12/31/2019		Account Period: 13 - Post Closing		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLOS	Seq #	
A00-7110-0201-0000	EQUIPMENT	LandPro Equipment 1423470 John Deere 3032E Compact Utility Tractor PIN #1LV3032EPKK127160 (Resolution 2019-78) - less trade in of John Deere 790	12/31/2019	Vendor#: 1719	\$0.00	\$8,200.00	\$0.00	2	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$70.70	\$0.00	\$0.00	12	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$12.99	\$0.00	\$0.00	13	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$100.00	\$0.00	\$0.00	14	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$65.00	\$0.00	\$0.00	15	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$73.59	\$0.00	\$0.00	16	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$99.20	\$0.00	\$0.00	17	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$72.10	\$0.00	\$0.00	18	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$7.00	\$0.00	\$0.00	19	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$40.73	\$0.00	\$0.00	20	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIOR CITIZENS Q4 2019 Entertainment, Food, & Supplies - October to December 2019	12/31/2019	Vendor#: 595	\$100.00	\$0.00	\$0.00	21	
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$245.00	\$0.00	\$0.00	23	
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$367.50	\$0.00	\$0.00	24	
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$150.00	\$0.00	\$0.00	25	

# February 5, 2020 - ABSTRACT - 2019 Payables

## Town of Boston Journal Proof Report Fiscal Year: 2019

Created By: epericak

Journal Number: PA - 1801 Account#	Journal Desc: AP Batch 54 Account Description	Trans Description	Date	Journal Date: 12/31/2019 Reference	Account Period: 13 - Post Closing Debit	Credit	Status: Currently Active ENCLOSURE Seq #
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$420.00	\$0.00	\$0.00 26
A00-8010-0400-0000	ZONING-CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$140.00	\$0.00	\$0.00 27
A00-8020-0400-0000	PLANNING- CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$70.00	\$0.00	\$0.00 28
A00-8020-0400-0000	PLANNING- CONTR	SARAH DESJARDINS Sept - Dec 2019 Town Planner Hours September - December 2019	12/31/2019	Vendor#: 1560	\$70.00	\$0.00	\$0.00 29
A00-8020-0400-0000	PLANNING- CONTR	LaBella Associates 116312 Project No. 2190909.08 - Dollar General Review - 11/23/19-12/27/19	12/31/2019	Vendor#: 1901	\$560.00	\$0.00	\$0.00 10
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 Prior AP Account	12/31/2019	Fund DB0 Prior AP Account	\$0.00	\$1,359.48	\$0.00 38
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	THE PUMP DOCTOR 16278 Annual Cathodic Test and ATG Functionality Inspection - replaced sensor on diesel tank in order to pass	12/31/2019	Vendor#: 198	\$1,272.21	\$0.00	\$0.00 22
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 93418191 Finance Charge (Late Fee)	12/31/2019	Vendor#: 1039	\$1.24	\$0.00	\$0.00 3
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 93233466 Acetylene & Oxygen Cylinders 10/20/19 - 11/20/19	12/31/2019	Vendor#: 1039	\$86.03	\$0.00	\$0.00 4
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 Prior AP Account	12/31/2019	Fund SM0 Prior AP Account	\$0.00	\$213.28	\$0.00 39
SM0-4540-0400-0000	CONTRACTUAL	ERIE COUNTY WATER AUTHORITY Q4 2019 - Acct. #12810600-7 Acct. #12810600-7 - Boston EMS Oct-Dec 2019	12/31/2019	Vendor#: 96	\$213.28	\$0.00	\$0.00 8
Total Number of 39 Transactions					\$35,501.26	\$35,501.26	\$0.00

PA - 1801 Summary By Fund Number

Fund	Debit	Credit	ENCLOSURE
A00	\$33,928.50	\$33,928.50	\$0.00
DB0	\$1,359.48	\$1,359.48	\$0.00
SM0	\$213.28	\$213.28	\$0.00
Total	\$35,501.26	\$35,501.26	\$0.00

# February 5, 2020 - ABSTRACT - 2020 Payables

Created By: epericak

Town of Boston  
Journal Proof Report  
Fiscal Year: 2020

Journal Number: AP - 1802		Journal Desc: AP Batch 3		Trans Description		Date	Reference	Account Period: 1 - Jan		Credit	Status: Currently Active	
Account#	Account Description	Trans Description		Date		Reference	Debit	ENCLOSURE		Seq #		
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account		1/1/2020		Fund A00 AP Account	\$0.00	\$82,004.69		77		
A00-1010-4000-0000	TOWN BD-CONTR	Kelly Martin 1/2020 AOT Training Reimb. Association of Towns 2020 Training School for Newly Elected Officials - *See Detail*		1/1/2020		Vendor#: 1935	\$200.00	\$0.00		40		
A00-1010-4000-0000	TOWN BD-CONTR	Kelly Martin 1/2020 AOT Training Reimb. Association of Towns 2020 Training School for Newly Elected Officials - *See Detail*		1/1/2020		Vendor#: 1935	\$208.00	\$0.00		41		
A00-1010-4000-0000	TOWN BD-CONTR	Kelly Martin 1/2020 AOT Training Reimb. Association of Towns 2020 Training School for Newly Elected Officials - *See Detail*		1/1/2020		Vendor#: 1935	\$93.48	\$0.00		42		
A00-1010-4000-0000	TOWN BD-CONTR	Kelly Martin 1/2020 AOT Training Reimb. Association of Towns 2020 Training School for Newly Elected Officials - *See Detail*		1/1/2020		Vendor#: 1935	\$21.88	\$0.00		43		
A00-1010-4000-0000	TOWN BD-CONTR	Kelly Martin 1/2020 AOT Training Reimb. Association of Towns 2020 Training School for Newly Elected Officials - *See Detail*		1/1/2020		Vendor#: 1935	\$8.24	\$0.00		44		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYSAMCC, Inc. 2020 Dues 2020 Membership Dues for Karen Miller, Court Clerk		1/1/2020		Vendor#: 1763	\$50.00	\$0.00		67		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYS Magistrates Association 2020 Dues - Vacco 2020 Membership Dues - Judge Vacco		1/1/2020		Vendor#: 107	\$115.00	\$0.00		68		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYS Magistrates Association 2020 Dues - Bender 2020 Membership Dues - Judge Bender		1/1/2020		Vendor#: 107	\$115.00	\$0.00		69		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 1/23/20 Reimb Reimbursement for Finger Printing		1/1/2020		Vendor#: 1938	\$13.11	\$0.00		70		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 1/23/20 Reimb Reimbursement for Finger Printing		1/1/2020		Vendor#: 1938	\$88.50	\$0.00		71		
A00-1110-4000-0000	TOWN JUSTICE-CONTR	THOMSON REUTERS-WEST 841657454 2020 NY Law Books - McKinney's Console Laws of NY Bks 62A		1/1/2020		Vendor#: 1696	\$410.00	\$0.00		6		
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2001020 Accounting Services 1/1/2020 - 1/12/2020 (3.5 hrs JE/Bank Rec Review)		1/1/2020		Vendor#: 1747	\$262.50	\$0.00		53		
A00-1355-0401-0000	ASSESSOR- CONTR	Erie County Assessor's Association 2020 Dues - A. Karmazyn Erie County Assessor's Association 2020 Membership Dues - Ashley Karmazyn		1/1/2020		Vendor#: 72	\$25.00	\$0.00		23		

**Town of Boston**  
**Journal Proof Report**  
**Fiscal Year: 2020**

Created By: epericak

Journal Number: AP - 1802      Journal Desc: AP Batch 3

Account#	Account Description	Trans Description	Date	Journal Date: 1/1/2020	Reference	Debit	Credit	Status: Currently Active
								ENCLIQ Seq #
A00-1355-0401-0000	ASSESSOR- CONTR	Erie County Assessor's Association 2020 Dues - S. Fitzner Erie County Assessor's Association 2020 Membership Dues - Sue Fitzner	1/1/2020	Vendor#: 72	\$25.00	\$0.00		\$0.00 24
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 1/7/2020 Reimbursements - *See Description	1/1/2020	Vendor#: 435	\$50.00	\$0.00		\$0.00 25
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 1/7/2020 Reimbursements - *See Description	1/1/2020	Vendor#: 435	\$41.61	\$0.00		\$0.00 26
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 1/7/2020 Reimbursements - *See Description	1/1/2020	Vendor#: 435	\$691.00	\$0.00		\$0.00 27
A00-1460-0401-0000	RECORDS MGT- CONTR	BEL'S 5072528-IN Annual Vault Storage Fee - Microfilm & CD's (Vital Statistics) - 1/1/2020 - 12/31/2020	1/1/2020	Vendor#: 285	\$251.00	\$0.00		\$0.00 5
A00-1620-0200-0000	BUILDINGS- EQUIP	DV Brown & Associates Pay Application #2 Pay Application #2 for Contract #268519 - Boiler Modernization Project (Res 2019-52)	1/1/2020	Vendor#: 1934	\$736.00	\$0.00		\$0.00 75
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 165426 Buildings Acct. 1475 - Paint tape, brush, NO SMOKING Sign	1/1/2020	Vendor#: 24	\$41.23	\$0.00		\$0.00 32
A00-1620-0400-0000	BUILDINGS- CONTR	UNIFIRST CORP. 055 1681026 Town Hall Mats & Supplies	1/1/2020	Vendor#: 1296	\$85.35	\$0.00		\$0.00 65
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	TIME WARNER CABLE 1/20 - Acct. #202-898242602-001 Boys & Girls Club - Phone/TV/Internet 1/19/20 - 2/18/20	1/1/2020	Vendor#: 1242	\$190.08	\$0.00		\$0.00 54
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 1/2020 - Acct. #1001-3567-107 Acct. #1001-3567-107 - Boys & Girls Club (5688 kwh)	1/1/2020	Vendor#: 37	\$628.51	\$0.00		\$0.00 28
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	UNIFIRST CORP. 055 1681027 Trooper Barracks Mats	1/1/2020	Vendor#: 1296	\$150.20	\$0.00		\$0.00 66
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	LIROFF LLC 4865renew3 Exchange Online Plan - 14 Licenses for 2020	1/1/2020	Vendor#: 1607	\$586.32	\$0.00		\$0.00 61
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	GENERAL CODE PUBLISHERS GC00109341 eCode360 Annual Maintenance Fee (Online Code Book) 2/1/20 - 1/31/21	1/1/2020	Vendor#: 58	\$1,195.00	\$0.00		\$0.00 72
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	WILLIAMSON LAW BOOK CO 179898 WLB Town Clerk Plus Support Contract - 2/1/2020 - 1/31/2021	1/1/2020	Vendor#: 105	\$720.00	\$0.00		\$0.00 22
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Onsolve LLC INV54661804674 CodeRED Emergency Alert System 2/7/2020 - 2/6/2021	1/1/2020	Vendor#: 1889	\$3,200.00	\$0.00		\$0.00 4
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc Inc. IN3684570 Xerox Copier Lease 12/24/19 - 1/23/20	1/1/2020	Vendor#: 1787	\$26.45	\$0.00		\$0.00 3

**Town of Boston**  
**Journal Proof Report**  
**Fiscal Year: 2020**

Created By: epericak

Journal Number: AP - 1802		Journal Desc: AP Batch 3		Trans Description		Date	Journal Date: 1/1/2020		Account Period: 1 - Jan		Status: Currently Active	
Account#	Account Description	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #			
A00-1670-0400-0000	CENT PRINT/MAIL- CONTR		Matyn Printing and Graphics 00031562 Town Letterhead Stationary	1/1/2020	Vendor#: 1793	\$145.00	\$0.00		49			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243915 2020 Insurance - General Liability Policy #MLETBOS001	1/1/2020	Vendor#: 1884	\$440.00	\$0.00		13			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243914 2020 Insurance - General Liability Policy #MOCTBOS001	1/1/2020	Vendor#: 1884	\$275.00	\$0.00		14			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243913 2020 Insurance - Inland Marine Policy #MIMTBOS002	1/1/2020	Vendor#: 1884	\$12,785.30	\$0.00		15			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243912 2020 Insurance - Public Officials & EPLI Policy #MPOTBOS002	1/1/2020	Vendor#: 1884	\$6,501.00	\$0.00		16			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243911 2020 Insurance - Excess Liability Policy #MECTBOS002	1/1/2020	Vendor#: 1884	\$2,198.90	\$0.00		17			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243910 2020 Insurance - Business Auto Policy #MCATBOS002	1/1/2020	Vendor#: 1884	\$10,942.80	\$0.00		18			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243910 2020 Insurance - Business Auto Policy #MCATBOS002	1/1/2020	Vendor#: 1884	\$250.00	\$0.00		19			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243909 2020 Insurance - Package & Fire Fee Policy #MPLTBOS002	1/1/2020	Vendor#: 1884	\$29,419.50	\$0.00		20			
A00-1910-0000-0000	UNALLOCATED INSURANCE		The Evans Agency, LLC 243909 2020 Insurance - Package & Fire Fee Policy #MPLTBOS002	1/1/2020	Vendor#: 1884	\$74.70	\$0.00		21			
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES		WNY SOUTHTOWNS SCENIC BYWAY 2020 Dues 2020 Membership Dues	1/1/2020	Vendor#: 1344	\$300.00	\$0.00		48			
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT		CONNIE D. MINER Jan/Feb 2020 January & February 2020 - Grant Writing Services	1/1/2020	Vendor#: 69	\$1,250.00	\$0.00		1			
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT		CONNIE D. MINER Jan/Feb 2020 January & February 2020 - Grant Writing Services	1/1/2020	Vendor#: 69	\$1,250.00	\$0.00		2			
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR		NYSEG 1/2020 - Acct. #1001- 9307-296 Acct. #1001-9307-296 - Boston Colden Signal (10 kWh)	1/1/2020	Vendor#: 37	\$18.72	\$0.00		29			
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR		NYSEG 1/2020 - Acct. #1001- 9309-037 Acct. #1001-9309-037 - Boston State Signal (69 kWh)	1/1/2020	Vendor#: 37	\$25.32	\$0.00		30			
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR		NYSEG 1/2020 - Acct. #1001- 9308-690 Acct. #1001-9308-690 - Boston Cross Signal (269 kWh)	1/1/2020	Vendor#: 37	\$47.73	\$0.00		31			
A00-3510-0400-0000	DOG CONTROL- CONTR		EXPRESSWAY AUTO 23843 Wiper Blade for Dog Control Van	1/1/2020	Vendor#: 619	\$14.99	\$0.00		47			
A00-5010-0400-0000	HIGHWAY SUPT-CONTR		On Site Employee Testing 5459 Random DOT Urine & Drug Test 1/15/20	1/1/2020	Vendor#: 1629	\$105.00	\$0.00		33			

Report run by: epericak

**Town of Boston  
Journal Proof Report  
Fiscal Year: 2020**

Created By: epericak

Journal Number: AP - 1802		Journal Desc: AP Batch 3		Journal Date: 1/1/2020		Account Period: 1 - Jan		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1681028 Highway Uniforms & Supplies	1/1/2020	Vendor#: 1296	\$152.04	\$0.00	\$0.00		35
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 055 1679585 Highway Uniforms & Supplies	1/1/2020	Vendor#: 1296	\$124.51	\$0.00	\$0.00		9
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	McCullagh Coffee 39953 Coffee for Nutrition Program	1/1/2020	Vendor#: 1768	\$112.70	\$0.00	\$0.00		12
A00-7110-0400-0000	PARKS- CONTR	NYSEG 1/2020 - Acct. #1001-1771-929 Acct. #1001-1771-929 - Athletic Field (192 kWh)	1/1/2020	Vendor#: 37	\$39.11	\$0.00	\$0.00		76
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	HORIZON CLUB TOURS TRS1478 Boston Young at Heart - 2/14/2020 - Nobody Does It Better the music of Marvin Hamlish	1/1/2020	Vendor#: 935	\$1,275.00	\$0.00	\$0.00		7
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 199612 HRA Admin Fee 2/1/2020 - 2/29/2020	1/1/2020	Vendor#: 1376	\$40.98	\$0.00	\$0.00		10
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 200250002000 Health Insurance Premiums 2/1/20 - 2/29/20	1/1/2020	Vendor#: 1378	\$3,574.05	\$0.00	\$0.00		73
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Allac 388413 Employee Funded Supplemental Health Ins. - January 2020	1/1/2020	Vendor#: 1887	\$413.88	\$0.00	\$0.00		63
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	1/1/2020	Fund DB0 AP Account	\$0.00	\$19,109.59	\$0.00		78
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	DECKMAN OIL COMPANY 722182 207 Gal Kendall SPR-D XA, 116 Gal Blue Ribbon Hyd AW 46	1/1/2020	Vendor#: 147	\$3,402.76	\$0.00	\$0.00		36
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	GRAINGER 9404966690 Air Filter for Sweeper (split w/Collins)	1/1/2020	Vendor#: 422	\$101.67	\$0.00	\$0.00		37
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	GRAINGER 9402736624 Polyolefin Tread Wheel, 8", 900 LB	1/1/2020	Vendor#: 422	\$39.18	\$0.00	\$0.00		38
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VERNON ENTERPRISE 2836 Sweeper Repair (split with Collins)	1/1/2020	Vendor#: 456	\$170.00	\$0.00	\$0.00		39
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	TIFCO INDUSTRIES 71519752 LED Rechargeable Work-light	1/1/2020	Vendor#: 815	\$59.95	\$0.00	\$0.00		34
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	J & J INDUSTRIAL SUPPLIES LLC PHS020596 Terminals, Hose Clamps, Lock Washers	1/1/2020	Vendor#: 1051	\$23.56	\$0.00	\$0.00		8
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FIVE STAR EQUIPMENT, INC. P58868 Cutting Edge for 86" bucket	1/1/2020	Vendor#: 612	\$233.67	\$0.00	\$0.00		52
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0630819 Salt (71.95 Tons) - Tickets 987155, 987355	1/1/2020	Vendor#: 135	\$1,041.83	\$0.00	\$0.00		57
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0630819 Salt (71.95 Tons) - Tickets 987155, 987355	1/1/2020	Vendor#: 135	\$1,043.28	\$0.00	\$0.00		55
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0631313 Salt (36.10 Tons) - Ticket 987857	1/1/2020	Vendor#: 135	\$1,046.18	\$0.00	\$0.00		50

# February 5, 2020 - ABSTRACT - 2020 Payables

Town of Boston  
Journal Proof Report  
Fiscal Year: 2020

Created By: epericak

Journal Number: AP - 1802 Account#	Journal Desc: AP Batch 3 Account Description	Trans Description	Date	Journal Date: 1/1/2020 Reference	Account Period: 1 - Jan Debit	Credit	Status: Currently Active ENCLOSURE Seq #
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0630500 Salt (36.03 Tons) - Ticket 986697	1/1/2020	Vendor#: 135	\$1,044.15	\$0.00	\$0.00 59
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0630500 Salt (36.03 Tons) - Ticket 986697	1/1/2020	Vendor#: 135	\$1,044.15	\$0.00	\$0.00 60
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0631313 Salt (36.10 Tons) - Ticket 987857	1/1/2020	Vendor#: 135	\$1,046.18	\$0.00	\$0.00 51
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0630819 Salt (71.95 Tons) - Tickets 987155, 987355	1/1/2020	Vendor#: 135	\$1,043.28	\$0.00	\$0.00 56
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	AMERICAN ROCK SALT CO LLC 0630819 Salt (71.95 Tons) - Tickets 987155, 987355	1/1/2020	Vendor#: 135	\$1,041.83	\$0.00	\$0.00 58
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Allac 388413 Employee Funded Supplemental Health Ins. - January 2020	1/1/2020	Vendor#: 1887	\$379.18	\$0.00	\$0.00 64
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 200250002000 Health Insurance Premiums 2/1/20 - 2/29/20	1/1/2020	Vendor#: 1378	\$6,300.93	\$0.00	\$0.00 74
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 198612 HRA Admin Fee 2/1/2020 - 2/29/2020	1/1/2020	Vendor#: 1376	\$47.81	\$0.00	\$0.00 11
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	1/1/2020	Fund SG0 AP Account	\$0.00	\$17.73	\$0.00 80
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 4071654-1342-5 Dumpster Overage Charge 1/8/2020	1/1/2020	Vendor#: 432	\$17.73	\$0.00	\$0.00 62
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	1/1/2020	Fund SM0 AP Account	\$0.00	\$20,000.00	\$0.00 79
SM0-4540-0400-0000	CONTRACTUAL	BOSTON EMERGENCY SQUAD 2020 Pl. 1 2020 EMS Contract - 1st Payment	1/1/2020	Vendor#: 430	\$12,000.00	\$0.00	\$0.00 45
SM0-4540-0400-0000	CONTRACTUAL	BOSTON EMERGENCY SQUAD 2020 Pl. 1 2020 EMS Contract - 1st Payment	1/1/2020	Vendor#: 430	\$8,000.00	\$0.00	\$0.00 46
Total Number of 80 Transactions					\$121,132.01	\$121,132.01	\$0.00

AP - 1802 Summary By Fund Number

Fund	Debit	Credit	ENCLOSURE
A00	\$82,004.69	\$82,004.69	\$0.00
DB0	\$19,109.59	\$19,109.59	\$0.00
SG0	\$17.73	\$17.73	\$0.00
SM0	\$20,000.00	\$20,000.00	\$0.00
Total	\$121,132.01	\$121,132.01	\$0.00

Report run by: epericak

Page 5 of 5

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK

DATE

02/04/2020 12:05:41





## TOWN OF BOSTON BOSTON PLANNING BOARD

January 15, 2020

Supervisor Jason Keding  
Town Board Members  
8500 Boston State Road  
Boston, New York 14025

RECEIVED  
BOSTON TOWN CLERK  
2020 JAN 15 AM 10:34

Supervisor Keding and Town Board Members,

The Boston Planning Board at its meeting on Tuesday, January 14, 2020, elected the following officers for the year 2020:

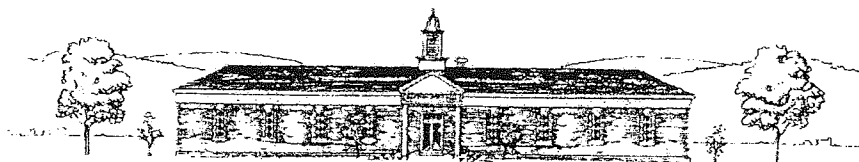
Paul Ziarnowski	Chairman
James Liegl	Vice Chairman
Tara Lowry	Secretary

Very truly yours,

Paul Ziarnowski  
Planning Board Chairman

CC: Town Clerk Quinlan  
Highway Superintendent Telaak  
Assessor Fitzner  
Code Enforcement Officer Ferguson

TOWN HALL  
(716) 941-6113  
Fax (716) 941-6116



## TOWN OF BOSTON

January 24, 2020

RECEIVED  
BOSTON TOWN CLERK  
2020 JAN 23 AM 9:41

TO: Zoning Board of Appeals Members  
Supervisor Keding  
Town Clerk Quinlan  
Town Board Members  
Highway Superintendent Telaak  
Town Attorney Costello  
Code Enforcement Officer Ferguson  
Assessor Fitzner  
Town Engineer LaBella  
ZBA Attorney Kobialka

FROM: Secretary to the Boards

RE: Zoning Board of Appeals Public Hearings

There were no applications requiring variances received in the Code Enforcement Office by the deadline of January 16, 2020. Therefore, the Zoning Board of Appeals February 6, 2020 meeting has been cancelled.

TOWN HALL, 8500 BOSTON STATE ROAD BOSTON, NEW YORK 14025-9648  
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 on line at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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 or fax 202-690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).



January 9, 2020

Town of Boston, Town Board  
Town Hall  
8500 Boston State Road  
Boston, New York 14025-9648

RE: Proposed Dollar General – Site Plan  
9287 Boston State Road  
LaBella Project No. 2190909.08

Dear Supervisor Keding and Town Board Members:

We have reviewed the recent site plan submission and supporting materials provided by CEI Engineering Associates for the proposed Dollar General at 9287 Boston State Road. The cover sheet of the updated plan set is dated December 5, 2019. We offer the following for your consideration.

- 1) Please provide formal responses to this letter as well as all previous correspondence so that the Town has documentation and can track all of the changes that have been made to the plans and reports (SWPPP). Our office has not received a revised SWPPP report since last issuing comments.
- 2) The outside signage has internal illumination. The hours of illumination for the sign have still not been addressed. The applicant should provide information for all interior and exterior lighting during off hours which should be conditions of any approvals. The latest lighting plan now provides 2 free standing light poles, the plan indicates the pole/fixture heights as 25' in one table summary and 17' in another, please revise to indicate the pole/fixture height will be 17'. Also provide back shields on the south side of these fixtures.
- 3) A dumpster enclosure detail still needs to be provided.
- 4) The plans still indicate 2 lanes of egress with no justification. We recommended 1 egress lane to prevent exiting vehicles from blocking each other's vision of sight.
- 5) CEI added the recommended Pinus strobus (Eastern White Pine) trees to the North and South of the building and parking lot. However, McCord Landscape Architecture (MLA) recommended 2 staggered rows 10' apart with 15' c/c spacing between trees. MLA also recommends the tree line in the south to extend to the jog in the property line and extending to the existing trees along the north line. Both proposed tree lines appear to fall short of where they recommend. The spacing appears to be greater than 15' c/c on the plans as well. At a minimum we would recommend extending the proposed tree lines and decreasing the c/c spacing between trees. Please provide written responses to all of the comments from MLA in the memo dated 11/25/19.
- 6) The retaining wall is still shown on the plans; the intent was to remove the wall so that trees could be planted for screening purposes. As the homes to the north are set back from the road in it may not be critical to remove the wall. We can discuss this further with the Board. Details of the materials to be used for the proposed wall should be provided for review.



- 7) The applicant should provide final architectural plans with materials and color rendering s for the Boards consideration.

Please feel free to contact our office with questions you may have in this regard.

Respectfully submitted,

LaBella Associates

Michael A. Simon  
Senior Project Manager

Cc Via Email

Paul Ziarnowski, Planning Board Chair  
Sarah DeJardins, Town Planner  
Dawn Boncal, Board Secretary  
Rado Nedkov, RLA, CEI Engineering Associates

## **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 5,  
2020 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 \$54,423 which will  
be allocated as follows:  
\$32,000 General Operating  
Costs, \$8,000 Liability  
Insurance and \$14,423  
as the annual Installment  
due on September 29, 2020  
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 5,  
2020, at 7:30 p.m.  
All persons interested, in  
the matter shall be heard  
for or against at such time  
and place.

**DATED:**

**JANUARY 15, 2020**

**PUBLISHED:**

**JANUARY 24, 2020**

**BY ORDER OF THE  
TOWN BOARD**

**SANDRA L. QUINLAN,  
TOWN CLERK**

An Equal Opportunity  
Provider & Employer

**TOWN OF BOSTON – RESOLUTION NO. 2020-10**

**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 February 5, 2020; and

**WHEREAS**, a public hearing on the proposed agreement was held on February 5, 2020; 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 February 5, 2020;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston hereby authorizes the contract dated February 5, 2020 for general ambulance service and first aid with Boston Emergency Squad, Inc.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
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 5th- day of February 2020 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 fifty four thousand four hundred twenty three dollars (\$54,423.00). This sum is allocated as follows: \$32,000.00 for general operation costs; \$8,000.00 to cover liability insurance premium (as noted in section 12); and \$14,423 as the Annual Installment due on September 29, 2020 to Evans Bank for Ambulance Unit #815. The Town shall pay one-half of the annual cash amount (\$20,000.00) on or before the 1st day of February, 2020, and the remaining one-half of said annual sum (\$20,000.00) on or before the 1st day of April 2020. 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. During 2020, the Town shall make a contribution to an ambulance reserve fund for the Squad in the amount of \$13,000. 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 deemed effective January 1, 2020 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

\_\_\_\_\_  
KATHLEEN K. SELBY, Councilmember

ATTEST:

\_\_\_\_\_  
SANDRA QUINLAN, Town Clerk

**BOSTON EMERGENCY SQUAD, INC.**

**BY:**

\_\_\_\_\_  
DONALD O'BRYANT, President

ATTEST:

\_\_\_\_\_  
SANDRA QUINLAN, Town Clerk

Recognition of  
Thomas Kyle for  
50 years of service to  
North Boston Volunteer  
Fire Company

**TOWN OF BOSTON – RESOLUTION NO. 2020-11**

**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; and

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

**NOW THEREFORE BE IT**

**RESOLVED**, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to enter into an agreement with the Boston Free Library Association for the period commencing January 1, 2020 through December 31, 2020 for the Boston Free Library to permit Town use of its Community Room and to serve as an additional Depository for documents filed for public inspection; and

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

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[     ]	[     ]	[     ]	[     ]
Councilmember Lucachik	[     ]	[     ]	[     ]	[     ]
Councilmember Martin	[     ]	[     ]	[     ]	[     ]
Councilmember Selby	[     ]	[     ]	[     ]	[     ]
Supervisor Keding	[     ]	[     ]	[     ]	[     ]

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**Sandra L. Quinlan, Town Clerk**

## MEETING ROOM USE AND DEPOSITORY AGREEMENT

THIS **MEETING ROOM USE AND DEPOSITORY AGREEMENT** is made the \_\_\_\_ day of February, 2020 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 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.

### **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; and

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

**NOW THEREFORE**, for good and valuable consideration, as outlined below, the Boston Free Library Association agrees to permit the Town of Boston the use on a non-exclusive basis of the Boston Free Library's Community Room during the period commencing January 1, 2020 through December 31, 2020 and to serve as an additional Depository for documents filed for public inspection subject to the further terms and conditions of this agreement.

1. Payment by Town: In exchange for and to support the Library's maintenance of the building, Community Room, and depository space as described above and pursuant to Education Law § 256, the Town agrees to pay to the Library the amount of One Thousand Dollars (\$1,000.00), said amount to be a Town charge paid in a lump sum on or before July 1, 2020.

2. Insurance: The Library agrees that it 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 Town.

3. Use of Premises: The Town agrees that it will advise its constituents that the Community Room is available for use by them and the Town 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.

4. Repairs and Alterations: The Town shall not be responsible for any repairs to the premises and the Library shall be responsible for keeping the premises in good repair.

5. 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 agreement 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.

9. Depository for Public Documents: It is agreed by and between the Library and the Town that in consideration of the sum paid pursuant to this agreement, the Library shall act as a depository for Town of Boston documents that are available for public inspection. The Library shall act as such a Depository during the term of this agreement.

10. Notices: All notices to be given to the Town shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Town at 8500 Boston State Road, Boston, New York 14025. Notices by the Town to the Library shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid and addressed to the Library 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.

12. Miscellaneous:

(a) The paragraphs captions in this agreement 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 agreement 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 agreement 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 agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the agreement, 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 agreement 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 Agreement the \_\_\_\_ day of February, 2020.

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Boston Free Library Association  
Suzanne Borowicz, President

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



**TOWN OF BOSTON – RESOLUTION NO. 2020-12**

**AUTHORIZING PURCHASE OF DUMP TRUCK  
FOR HIGHWAY DEPARTMENT USE**

**WHEREAS**, the Town of Boston Highway Superintendent has identified a need for a new dump truck to support highway operations and to replace a similar truck that was disposed of in 2019 after it reached the end of its useful life; and

**WHEREAS**, the Highway Superintendent has identified a suitable replacement dump truck that the Town can procure by “piggybacking” pursuant to General Municipal Law § 103(16) off of Cattaraugus County Bid DPW #72, Award Date December 27, 2019; and

**WHEREAS**, Fleet Maintenance, Inc., was awarded the Cattaraugus County DPW Bid, and pursuant to the bid pricing has offered to sell to the Town a Western Star 4700SF truck cab and chassis with an 18-foot Brandon dump body installed pursuant to the Highway Superintendent’s specifications for a total price of \$168,659; and

**WHEREAS**, funding for the purchase price of \$168,659 is available from the following budget lines: DB0-5130-0200 Machinery – Equipment, DB0-5112-0200 CHIPS Capital Outlay, and DB0-0878-0100 Fund Balance Reserve for Equipment;

**NOW THEREFORE BE IT**

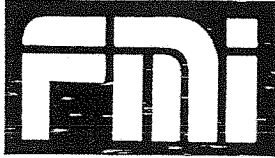
**RESOLVED**, that Town Board of the Town of Boston hereby authorizes the procurement from Fleet Maintenance, Inc., of a Western Star 4700SF truck cab and chassis with an 18-foot Brandon dump body installed pursuant to the Highway Superintendent’s specifications for a total price not to exceed \$168,659.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**



January 15, 2020

REV 1.15.2020

Town of Boston  
8500 Boston State Rd  
Boston, NY 14025

Dear Bob Telaak,

I would like to thank you for allowing our dealership the privilege of helping you with your equipment needs. The following is current pricing for 2021 model year Western Star 4700 chassis as specified under Cattaraugus County bid DPW #72 award resolution dated 12/27/2019 for qualifying agencies or political subdivisions as set forth under New York State Municipal law section (103) "piggybacking". Included are detailed specifications for your review.

**Western Star 4700SF Truck Cab & Chassis**

Cattaraugus County Western Star 4700 Cab and Chassis.....	\$134,984.00
Town of Boston Specification Required Option Adjustment .....	(\$8,044.00)
Chassis Price as Specified.....	\$126,940.00
Extended Warranty Coverage.....	\$7,909.00
<b>Total Chassis Price as specified.....</b>	<b>\$134,849.00</b>

**Option: 18' Brandon dump body installed as specified..... \$33,810.00**

**Total Unit Price as specified..... \$168,659.00**

Pricing: Fleet Maintenance, Inc. will hold Cattaraugus County Bid Award pricing through orders received by 02/15/2020 with a requested delivery before or model year build out, this will not include any new raw material surcharges or government mandated requirements.

Sincerely,  
*Richard Groff*  
Richard Groff



**Rick Groff**  
Certified Truck Sales Associate

**Fleet Maintenance, Inc.**  
67 Ransier Drive • West Seneca, NY 14224  
(716) 675-9220 x117 • (800) 347-4231  
Cell: (716) 597-7646  
Fax: (716) 675-5710 • rickg@fmibuffalo.com



**Fleet Maintenance, Inc**  
67 Ransier Drive West Seneca, NY 14224  
716-675-9220



**WESTERN STAR TRUCKS**

# TOWN OF BOSTON

0568

## PURCHASE REQUEST FORM

This form must be completed for all purchases of goods and services over \$300 and forwarded to the Supervisor's office for approval and distribution. Upon approval, this request will be returned to the originator and the purchase may be completed.

Department: Highway

Account: DBO-5130-0200

Vendor: Fleet maintenance, Inc.

Budget Balance: \$200,000.00

Date needed: \_\_\_\_\_

Description of Goods and/or services:	Quantity	Unit Cost	Total Cost
<u>Western Star 4700 Cab and Chassis</u>	<u>          </u>	<u>          </u>	<u>134,984.00</u>
<u>Less Specification Option Adjustment</u>	<u>          </u>	<u>          </u>	<u>- 8,044.00</u>
<u>Chassis as Specified</u>	<u>          </u>	<u>          </u>	<u>126,940.00</u>
<u>Extended Warranty Coverage</u>	<u>          </u>	<u>          </u>	<u>+ 7,909.00</u>
<u>Total Chassis as specified</u>	<u>          </u>	<u>          </u>	<u>134,849.00</u>
<u>18' Brandon Dump Body installed</u>	<u>          </u>	<u>          </u>	<u>33,810.00</u>
<b>Total Value of Purchase Request</b>			<b><u>\$ 168,659.00</u></b>

Dept. Head Signature \_\_\_\_\_

Date \_\_\_\_\_

Supervisor's Approval \_\_\_\_\_

Date \_\_\_\_\_

Purchase Complete ☐

Date \_\_\_\_\_

INVENTORY ASSET ☐

DB0-5130-0200	Machinery - Equipment	\$ 200,000.00
DB0-5112-0200	CHIPS - Capital Outlay	<u>\$ 83,256.00</u>
		<b>\$ 283,256.00</b>

Western Star Dump Truck	\$ 168,659.00
John Deere Utility Tractor	<u>\$ 118,618.40</u>
	<b>\$ 287,277.40</b>

<b>Variance to come out of reserve or fund balance</b>	<b>\$ 4,021.40</b>
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**TOWN OF BOSTON – RESOLUTION NO. 2020 - 13**

**APPROVE THE CLEANING OF AIR DUCTS AT  
TOWN HALL AND STATE TROOPER BARRACKS**

**WHEREAS**, the Town of Boston Town Hall (located at 8500 Boston State Rd., Boston, New York 14025) and New York State Trooper Barracks (located at 8555 Boston State Rd., Boston, New York 14025) have many air ducts that are in need of cleaning; and

**WHEREAS**, the Town wants to promote a healthy work environment for its employees and any residents who enter these buildings; and

**WHEREAS**, this purchase is estimated to be over the \$5,000 but less than \$10,000 threshold requiring quotes from at least three vendors per the Town's purchasing policy; and

**WHEREAS**, the attached quotes were obtained;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston authorizes the Supervisor to enter into a contract with \_\_\_\_\_ at a cost of \$\_\_\_\_\_.

On February 5, 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	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

QUOTES FOR: Town Hall/Trooper Barracks Duct Cleaning

Quotes Received

Contractor	Phone #	Date Requested	Date Received	Quote #	Price
Quinn's Rug & Upholstry Cleaning	649-3555	12-9-19			\$5,200 (for both bldgs)
Indoor Air Pro	683-3000		11-5-19		\$4,335.00 (Town Hall); \$4,510.00 (Trooper Barracks) = Total of \$8,845.00

Quote Refused/Denied

Contractor	Phone	Date Requested	Reason for Denial
Climate King			Too Far Away

Approved by:

Supervisor

☐

Resolution # (if applicable):

Date Approved:

Board

☐



QUINN'S RUG & UPHOLSTERY  
CLEANING  
485 Brookwood Drive  
HAMBURG, NEW YORK 14075  
(716) 649-3555  
AIR DUCT CLEANING BY QUINN'S

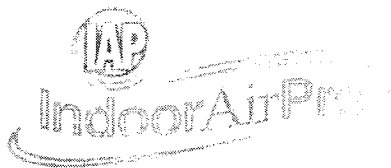
# CLEANING WORK ORDER

5407

NAME BOSTON TOWN HALL / NYSP BARRETS		DATE JAN 27 2014	DATE SCHEDULED 1-23-14	
ADDRESS 8500 BOSTON STATE RD BOSTON, NY 14025		SERVICE TECH. QUINN		
SPECIAL INSTRUCTIONS		<input type="checkbox"/> CARPET <input type="checkbox"/> FURNITURE <input type="checkbox"/> OTHER		
ESTIMATE \$5,200.00				
CARPET / ITEM	SIZE	SQ. FT.	PRICE	TOTAL
WILL CLEAN & SANITIZE ALL INTAKE & HEAT SERVERS IN ABOVE MENTIONED BUILDINGS ALSO CLEAN MARKS ON CEILING & CHECK FOR & KILL ANY MOLD'S				
ENVIRONMENTALLY CORRECT SOLUTIONS 28 BARNSDALE RD W. SENeca NY 14224				
SPECIAL INSTRUCTIONS SORRY UNABLE TO SEND EMAIL!				
NATURE				

hereby acknowledge the satisfactory completion of

NATURE



IAP #Q20191633

**Indoor Air Professionals, Inc.**  
Quality Care For Your Indoor Air

11/08/19

Town of Boston  
8500 Boston State St.  
Boston, NY 14025

Re: Boston Town HVAC systems cleaning IAP #Q20191633

On-Site Observation

Based on our initial on-site 2019 review, find enclosed our Proposal for HVAC Cleaning. We have reviewed the drawings and drawings of the system, and are providing the pricing based above, per your request.

Recommendation

The HVAC system is contaminated with dirt and may be degrading the quality of the indoor air. The EPA says the following about dirty HVAC systems:

Contaminated HVAC systems can reduce the efficiency of the ventilation systems and lead to mold growth, increased energy costs (higher utility bills), more maintenance, and decreased indoor air quality. Dirty HVAC systems can also provide a habitat for microbiological growth.

We recommend a deep cleaning of the ventilation/ ductwork systems serving the building to remove debris that can cause airflow restrictions, and enhance the Indoor Air Quality (IAQ).

The technology that we use to clean the ductwork is the Collom™ Duct Cleaning System. This is the same system that is used by hospitals, schools and other manufacturing facilities because of its ability to provide thorough cleaning and is needed for frequent and expensive access. Please refer to the attached Collom that describes the method of cleaning your duct.

We appreciate the opportunity to discuss the options and look forward to being of service to you. If you have any questions, please call or e-mail us at our office.

Sincerely,

Indoor Air Professionals, Inc.

Robert Laddon, V.S. #00000000000000000000  
Project Manager

Enclosure

Indoor Air Professionals, Inc. is a member of the National Air Duct Cleaners Association

Corporate Office: 10000 Corporate Center, Suite 100, Dallas, TX 75243 • (800) 683-0001 • (972) 253-0000 • Fax: (972) 615-1000  
Regional Office: 10000 Corporate Center, Suite 100, Dallas, TX 75243 • (800) 683-0001 • Fax: (972) 615-1000

Web: [www.iaipro.com](http://www.iaipro.com) • Email: [info@iaipro.com](mailto:info@iaipro.com) • Phone: (800) 683-0001

1-800-683-0001





I AP #Q201911635

**Indoor Air Professionals, Inc.**  
Quality Care For Your Indoor Air

11/08/19

### SCOPE OF WORK

#### ITEM #1: HVAC System Cleaning

- Clean six (6) existing HVAC systems that serve the building to include the following:
  1. Three (3) Rooftop Air Handling Units including supply/return air fans, coils, filter racks, unit housings and walls, and access panels.
  2. Three (3) air handling units (non-roof top units).
  3. All associated supply air ductwork
  4. All associated return air ductwork.
  5. All associated supply air diffusers
  6. All associated air grilles
- Furnish and install any access doors needed for cleaning
- Apply microbial reduction agent to all associated bare supply air ductwork.
- Provide post remediation report including before & after photo documentation.

### PROPOSED COSTS

The proposed costs to perform the work outlined in ITLM #1 are.....\$4,335.00

### Quality Assurance

- Project to be Supervised by NADCA Certified Personnel  
National Air Duct Cleaners Association (NADCA). Certification level "Air Systems Cleaning Specialist" (ASCS) is recognized by EPA, ASHRAE, BOMA and AFE.

### NOTES:

- Our personnel have been trained for Confined Space Entry. These regulations will be adhered to in the event our personnel must enter the ductwork systems for cleaning.
- Our prices include labor, materials, and supervision. These prices will remain firm and effective for 30 days, after which time reference should be made to this office. Sales tax is **not** included.
- We will need to coordinate the ductwork access areas with your facility in order to eliminate any delays in starting the project.

### GENERAL CONDITIONS

Services are provided under the terms of Indoor Air Professionals, Inc. standard *General Conditions* agreement. This agreement contains a limitation of liability clause. Client read and consents to all terms.

### TERMS

Payment is net 30 days after completion of the project. Interest rate fee of 1.5% per month will be charged on any balance after due date

### ACCEPTANCE

If the above meets with your approval, please indicate your acceptance in the space provided below and provide us with a purchase order referencing our quote number.

Approved By \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Re: Boston Town Hall - HVAC systems cleaning - I AP #Q201911635

Corporate Office: 800 Flynn Drive, Albany, NY 12243 • Tel: (518) 485-1738 • (500) 683-0001 • (716) 453-3000 • Fax: (716) 463-3005

Rochester Office: 1314 University Avenue • Rochester, NY 14607-0936 • (585) 427-8020 • Fax: (585) 253-1110

West Coast Offices: Los Angeles, CA • San Diego, CA • (800) 683-0001

www.indoorairpro.com



IAP #Q20191161

**Indoor Air Professionals, Inc.**  
Quality Care For Your Indoor Air

11-11-19

Town of Boston  
8550 Boston State Rd  
Boston, NY 10725

**Re: Boston State Troopers Barracks- 8550 Boston State Rd – HVAC systems cleaning – IAP #Q201911680**

On-Site Observations

Based on our visit to the facility on 11-5-2019, please find enclosed our Proposal for HVAC Ductwork Cleaning. We are happy to provide service to the building listed above, per your request.

Recommendations

The systems have accumulated debris and may be degrading the quality of the indoor air.  
The EPA says the following about dirty HVAC systems:

"Dirty HVAC systems can impact the proper operation of the ventilation systems and lead to a higher energy consumption, higher utility bills, more maintenance and decreased indoor air quality. Dirty HVAC systems can also provide a habitat for mold and other allergens." EPA

We recommend the ductwork cleaning of the ventilation/ ductwork systems serving the facility to remove debris buildup, reduce airflow restrictions, and enhance the Indoor Air Quality (IAQ).

The technology that will be used to clean the ductwork is the Collom<sup>TM</sup> Duct Cleaning System. This is the same system that is required for use in hospitals, food and other manufacturing facilities because of its ability to provide thorough cleaning without the need for frequent and expensive access. Please refer to the attached outline that describes the method for cleaning in more detail.

We appreciate the opportunity to submit this quote and look forward to being of service to you. Should you have any questions, please do not hesitate to contact me at our office.

Sincerely,  
Indoor Air Professionals, Inc.

Robert J. Vito, VITO, ASHRAE CERTIFIED  
President, Manager

Enclosures

Indoor Air Professionals, Inc. is a member of the National Air Duct Cleaners Association

Corporate Office: 1000 West 10th Parkway • Lancaster, PA 17602-1000 • (717) 393-3000 • Fax: (717) 393-3005  
Rochester Office: 1000 West 10th Avenue • Suite 100 • Rochester, NY 14607-1000 • (585) 421-1000 • Fax: (585) 421-1005

West Coast Office: 1000 West 10th Avenue • Suite 100 • Los Angeles, CA 90007-1000 • (310) 441-1000 • Fax: (310) 441-1005

www.indoorairpros.com



IAP #Q-01911635

**Indoor Air Professionals, Inc.**  
Quality Care For Your Indoor Air

11-11-19

### SCOPE OF WORK

#### ITEM #1: HVAC System Cleaning

- Clean four (4) existing HVAC systems that serve the building to include the following:
  1. Four (4) Air Handling Units access panels and return air boxes.
  2. All associated supply air ductwork.
  3. All associated return air ductwork.
  4. All associated supply air diffusers.
  5. All associated air grilles.
- Furnish and install any access doors needed for cleaning.
- Apply microbial reduction agent to all associated bare supply air ductwork.
- Provide post remediation report including before & after photo documentation.

### PROPOSED COSTS

The proposed costs to perform the work outlined in ITEM #1 are..... \$4,510.00

### Quality Assurance

- Project to be Supervised by NADCA Certified Personnel  
National Air Duct Cleaners Association (NADCA). Certification level "Air Systems Cleaning Specialist" (ASCS) is recognized by IPA, ASHRAE, BOMA and AIA.

### NOTES:

- Our personnel have been trained for Confined Space Entry. These regulations will be adhered to in the event our personnel must enter the ductwork systems for cleaning.
- Our prices include labor, materials, and supervision. These prices will remain firm and effective for 30 days, after which time reference should be made to this office. Sales tax is not included.
- We will need to coordinate the ductwork access areas with your facility in order to eliminate any delays in starting the project.

### GENERAL CONDITIONS

Services are provided under the terms of Indoor Air Professionals, Inc. standard *General Conditions* agreement. This agreement contains a limitation of liability clause. Client read and consents to all terms.

### TERMS

Payment is net 30 days after completion of the project. Interest rate fee of 1.5% per month will be charged on any balance after due date.

### ACCEPTANCE

If the above meets with your approval, please indicate your acceptance in the space provided below and provide us with a purchase order referencing our quote number.

Approved By \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Re: Boston State Troopers Barracks- 8550 Boston State Rd – HVAC systems cleaning IAP #Q-01911635

**TOWN OF BOSTON – RESOLUTION NO. 2020 - 14**

**APPROVE THE CodeRED SERVICE AGREEMENT**

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

**WHEREAS**, the Town of 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 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; and

**WHEREAS**, this will be the second year that the Town will be using this service;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston authorizes the Supervisor to enter into a contract with OnSolve, LLC for one year of CodeRED service at a cost of \$3,200.00.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

---

**Sandra L. Quinlan, Town Clerk**



## SERVICE AGREEMENT

CoderRED®

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:	ONSOLVE, LLC
	Entity Type:	Limited Liability Company
	State of Incorporation:	Delaware
	Provider Address:	720 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name:	Town of Boston
	Entity Type:	body politic
	State of Incorporation:	New York
	Customer Address:	9500 Boston State Road Boston, NY 14025
	Business Contact/Title:	Jason Kedding/Town Supervisor
	Phone:	(716) 941-6518
	Email:	supervisorkedding@gmail.com

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"/> E-mail <input type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date):	One (1) Year
CoderRED On-Demand Notification Service – Unlimited Emergency ONLY - System Minutes – Unlimited SMS Texts	
Annual Notification Subscription Fee:	\$3,200.00
<b>Additional Features</b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Initial Term Subtotal:	\$3,200.00
All amounts are stated in United States Dollars unless specifically indicated otherwise.	
<ul style="list-style-type: none"><li>• GIS (Target Recipients by Geographic Location): <u>Town of Boston, New York (the "Notification Area")</u></li><li>• Annual Notification Subscription Fee includes <u>Unlimited</u> Message Units per year for <u>Emergency</u> Notifications sent via phone. Emergency means immediate threat to life and/or property.</li><li>• Annual Notification Subscription Fee includes unlimited Notifications sent via email or <u>SMS</u> Text.</li><li>• 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).</li></ul>	
ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY	

CHRYSLER

TOWN OF BOGHER, NEW YORK

State

Signature

Print Name

Print Name

Title

Title

Date

Date

**EXHIBIT A  
GENERAL SERVICE DESCRIPTION (COVERED)**

**Unlimited On-Demand Notification Service:** The Service is a cloud-based alerting service using open protocols. The cost (\$300/\$) for the first year of the Service is by subscription and does not require Customer to purchase additional or mandatory specialized hardware or equipment. The Service allows any Initiator to send a single alert to thousands of Contacts. The Service is designed to be used in a variety of situations including but not limited to capture real-time responses.

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

- Call 24/7/365 at 855-935-0911 or <http://www.onsite.com/log-in> to send alerts or to modify your account.
- Call 24/7/365 at 855-935-0911 for live operator assistance 24/7/365.

**General Service:** With subscription, Customer receives:

- Unlimited number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order of the Agreement. Any non-Emergency Message Unit Notifications (excluding those used for testing) that constitute a breach of the Agreement. Provider has sole final right, with reasonable discretion, to determine when the Message Unit is used for an Emergency.
- Alerts and messaging via SMS-based messages, email and to the CodeRED Mobile Alert App.
- Unlimited 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 billing. Provider has the final right, with discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "System Minute" means sixty (60) seconds or less of contact, if testing in the Service. As an example, a call or message 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 \$0.06. Transaction Fee for Message Unit-based Service is equal to the Average Message Unit price set forth on the Service Order.
- Unlimited Initiation (those with voice-based ability to access and activate the Service).
- Unlimited groups with accounts. A group is an alert distribution list.
- Unlimited upgrades. Standard upgrades include all maintenance releases.
- Unlimited features purchased (e.g., Conference Bridge, Bulletin Board, upgrade to unlimited Message Unit, etc.) as set forth on Service Order.
- Unlimited purchase of Commercially Available Data from Provider. Customer acknowledges its responsibility to provide accurate data to the Service, and shall be responsible for Customer's inability to use the Service due to Provider's delay in providing data.
- Unlimited purchase professional services ("Professional Services") such as installation, implementation, on-site testing, custom integration, data services or informational training sessions from Provider. Professional Services will be provided on a separate agreement.

**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 contacts that their data is being transferred to Customer, and that the transmission of such data to Customer may appear in public record and be subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy notices to these contacts, 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 its data with a spreadsheet (csv/xls) 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 (855) 935-0911, 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)

- **Commercially Available Data:** Provider shall include commercially available data into the "Commercial Data" for sent by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to changing requirements that may require the Provider to transfer ownership to Customer.
- **Emergency Message Translation:** All Notifications must be input in English. Once received, messages will be translated absent execution of a language Schedule 1. ONLY those Users that have opted in to the Service will receive their selected MTA. The feature is supplied by a third party and is AS-IS.
- **Geographic Weather Warnings (CRWW) - Includes automated Notification generation from severe weather warnings issued by the National Weather Service (NWS):** CRWW Notifications are sent by Provider to the geographic location of a User's address against the geographic polygons associated with severe weather bulletins issued by NWS. CRWW Notification are sent to the User's number of times a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted into 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) and other emergency agencies. The dissemination of information through 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 the IPAWS digital signature ("signature") along with its associated keypair and signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer understands, agrees and keeps such information on Provider's servers for the purpose of allowing Customer to use Provider to access, use and transmit through the IPAWS App. Customer acknowledges and agrees that (a) any dissemination of information through IPAWS is not controlled and not controlled by Provider, and is the sole responsibility of the Ministry of Public Safety and Emergency Preparedness for the use of IPAWS and (b) to be disseminated through IPAWS, and (c) IPAWS is not a service provided by Provider. All fees associated with the use of IPAWS (including the receipt of messages) and Provider will not be charged to Customer. All fees associated with IPAWS App functionality are not deducted from Message Units.
- **Bulletin Board:** Bulletin Board allows Customer to record messages in a log of all messages sent and received. Customer may provide a pre-assigned number, and callers may call to listen to the recorded messages. Bulletin Board is available to the caller's spoken number and/or keypad response information and provide a report on the Bulletin Board to the caller. The number of the caller's spoken number and/or keypad response information will be deducted from the caller's account. The number of the caller's spoken number and/or keypad response information will be deducted from the caller's account. The number of the caller's spoken number and/or keypad response information will be deducted from the caller's account. The number of the caller's spoken number and/or keypad response information will be deducted from the caller's account.
- **Conference Calling:** Conference lines are available on a first come, first serve basis. Conference lines are provided by a third party and are not deducted from Message Units for Conference Calling will be deducted in only fully served increments. Each time a user dials the call will result in a full time deduction.
- **GIS Map and Map:** GIS information must be in a standard format (geographic and electronic) and must be provided by the Customer. A full GIS map must be provided by Customer for posting 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 or is controlled by, or is under common control with, a party to this Agreement, and wherein "control" means the control, through ownership or otherwise, of more than 50% of the outstanding power of the shares entitled to elect or the election of the entity's directors or members of the entity (as relevant), provided that even if such party 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 Contact(s)"** 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 Notification(s) API Contact(s) and not intended to be sent to the Service. All API Contact(s) are included in Customer's total number of Contact(s) as set forth in 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 Notification(s), and if permitted, updating its own profile. Contact includes API Contact(s).
- 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 (electronically 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 an Transaction Fee and Subscription Fee.
- 1.11. **"Initiator(s)"** means an individual person or application authorized to create and issue Notification(s).
- 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 a child(ren), a person's information, religious beliefs or attitudes, 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 records, financial data, or credit ratings; or administrative or financial, financial, banking or credit data; date of birth, social security number, mother's maiden name, driver's license information, or any other "sensitive data" category specifically identified under any Applicable Law.
- 1.14. **"Service"** means Provider's software-as-a-service, internet-based and unattended 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 defines 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 Notification(s) to and from devices.
- 1.19. **"They"** 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 that 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-licensable 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](http://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.

4.2 **Contract Limit.** During the term of the applicable Service Order 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 determined) to restrict the number of Contacts. If Provider determines that Customer exceeds the restricted number of Contacts, Customer shall pay Provider for the additional Contacts and the charges therefor shall be in addition to the level of Provider's invoice.

#### 3. PAYMENT AND TAXES

3.1 **Fees/Charges.** Customer shall pay the fees as set forth on the invoice. There shall be no cash discounts, credits or deductions, with the only exception from the invoice date. Payments shall be in advance, and shall be subject to a late charge fee of 1.5% per month on any amounts due. All balances will be subject to interest at a rate of one and a half percent (1.5%) per month on the balance due, commencing on the date that payment was due.

3.2 **Taxes.** In addition to the Fees, Customer agrees to pay taxes, including any VAT or other tax, whether foreign, federal, state and/or municipal that may be imposed upon or with respect to the Service, and/or on the sale of the Service, if it is not income.

3.3 **Message Surcharges.** Provider will not be liable to Customer for any Contact or for any other reason for any charges or fees that arise from sending or receipt of a Notification using the Fax or e-mailing as a method of delivery or pass-through charges by telecommunications providers.

#### 4. TERM AND TERMINATION

4.1 **Term.** Unless earlier terminated in accordance with the terms and conditions of the Agreement, the term of the Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon expiration 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, or the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to the appointment of a receiver, or if a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the aforesaid, then 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) if Customer is in breach of any provision under Section 5 (Customer Obligations) or (b) if payment for any invoice is not received by the Provider within fifteen (15) days after receipt of the invoice, provided that payment is past due. Such suspension shall not constitute termination of this Agreement or any other contract between the parties, and all rights or obligations hereunder shall continue to apply to the suspension period.

4.4 **Effects of Termination.** Upon termination or expiration of the Agreement, (a) Provider will, upon a written request of Customer, erase Customer data from the production servers controlled by Provider, except to the extent (i) any data stored on Provider's backup servers shall be retained for so long as technically feasible, and in any event within the time period required by applicable law, and Provider agrees that it (1) will not disclose, process or use 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 time sent of Notifications sent) necessary to support its billing and accounting records; (c) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (d) Customer shall immediately cease all use of the Service and shall destroy all records, reports, derivatives and reflections of the Service; and (e) upon Provider's request, provide written notice that Customer has fully complied with the above; and (iv) remedies for breach rights to account payments and Sections 1 (Definitions), 2.2 (Overriding of Service Components), 3.1 (Contact Limit), 3 (Payment and Fees), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 7 (Indemnification and Responsibility), 9 (Assignment of Liability), and 10 (General) will survive. Upon termination of this Agreement due to Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due and payable if the Agreement term had not expired, and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement by the 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 outstanding 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 compliance 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.

### 3. 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, source code, 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 (i) 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, the Provider may, and may in fact, procure for Customer the right to continue using the Service under this Agreement, to replace or modify the Service with a copy-right infringing but substantially equivalent in functionality and performance, or (3) if on the claim, the Provider is unable to procure such a right, the Provider shall make reasonable efforts to terminate this Agreement and refund a prorated portion of the Service charges to the extent of the overpayment by the Provider or then-current Renewal Term, less any expenses for postage and/or other costs of the Provider. The Provider's obligation to provide such a right or to terminate this Agreement and refund is in connection with infringement by the Service.

9.3. Customer's Indemnification. Customer shall defend, indemnify, and hold the Provider and its Affiliates, licensors and suppliers harmless against all losses arising out of or caused by Customer's intentional or negligent acts and/or third party claims (for Customer's Content infringer on and intellectual property rights, or for Customer's Content infringer on and intellectual property rights).

9.4. Indemnification Procedures. Each party shall, if it is a claimant, notify the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) reasonable cooperation in the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense of the indemnifying party, representative, or counsel, including 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, or the payment of any such amounts must be subject to indemnification by the indemnifying party) without the indemnified party's prior 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 DATA AND/OR ORIGINATOR'S CONFIDENTIALITY AND SECURITY, OR ANY OBLIGATIONS UNDER SECTION 5 (INDEMNIFICATION AND CONTRIBUTION TO INDEMNIFICATION)), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY 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 IN ANY 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 12 (TWELVE) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) AND BREACH OF SECTION 5.3 (X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 (TWELVE) MONTHS OF SERVICE IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER NETWORKS TO THE PROVIDER OF THE BREACH. Customer understands and agrees that the limitation of liability in this Agreement for Provider's liability shall survive the termination or expiration of this Agreement without such limitations.

## 10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of labor 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 in any form to each party's business managers who will meet and work in good faith to resolve each Dispute within thirty (30) 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 escalation to the highest level of management within each party, either party may bring suit in a court of competent jurisdiction. The court's decision on the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights or obligations under this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and attorneys' fees of any nature including attorneys' 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 all conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement, invoice or other communication, and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will not be deemed effective. The intent of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not be deemed a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8 Notice. 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 by electronic mail to a recognized e-mail address by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Ann. Legal, and/or 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 multiple counterparts.

10.10 Export Compliance. The Service and/or Provider or Provider's representatives 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 U.S.-sanctioned persons or entities to act as Users.

10.11 U.S. Government End Users. As defined in FAR section 2.101-46.1 and 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 the 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, which includes 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: \_\_\_\_\_

Prepared for: EXHIBIT B and C

**EXHIBIT C  
ACCEPTABLE USE POLICY**

**General Terms.**

1.1 All Content is Customer's sole responsibility and Customer shall be responsible for the integrity and quality of the Content. Customer shall be responsible for any loss, damage or liability arising from the use or subject matter contained in the Content at the use or subject matter of the Content. Further, Customer is responsible for any liability arising from its use or subject matter through its accounts, whether by its Affiliates and/or its employees and contractors, and not at all by Provider, its Affiliates and/or its employees, consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for providing any necessary contacts 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 and/or receives through 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 use of the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Federal Communications Privacy Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations, and any 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 the Contact.

1.6 Customer will not send any Notifications to any Contact who has opted out of Contact unless Customer has obtained such Contact's prior consent to receive a Notification. Customer has other legal basis to contact with Contacts provided, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a clear 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 any Contact 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 any Contact shall not exceed, on average of one (1) Notification per day (via any contact method), absent an emergency or a specific agreement with the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and make any required adjustment to Customer's Service plan, as necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not considered spam, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content to any Contact that is abusive, defamatory, obscene, or violates another's rights in intellectual property. Customer will not send any Content that is abusive, defamatory, obscene, or violates another's rights in intellectual property, or any privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996, or any other law that justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its use of the Service to, (a) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service, (b) use the Service in connection with any telemarketing, solicitations, promotions, sales, spamming or any prohibited practices under applicable law, and (c) provide Content to be transmitted in the Service, which (a) is defamatory, abusive, obscene, vulgar, or otherwise unlawful and harmful, (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco, or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to damage the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in accordance with:

1.13 Customer acknowledges and agrees that Texts may not be delivered to the phone if not in range of a transmission tower or if sufficient network capacity is not available at a particular time. Even when in coverage area, factors beyond the control of the carrier may interfere with message delivery, including network congestion, equipment compatibility to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be delivered 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 at security page (and its User's) account ID, password, and connectivity with the Service. If Customer's account ID or password are compromised through compromise, Customer is obligated to immediately change the password and inform Provider of the compromise.

**TOWN OF BOSTON – RESOLUTION NO. 2020 -15**

**APPROVE THE ZONING MAP PROJECT NO. P1903313**

**WHEREAS**, the Town of Boston made LaBella Associates a contracted engineering firm per Resolution 2020-05 on January 2, 2020; and

**WHEREAS**, the Town has not had new Zoning maps made since 1991; and

**WHEREAS**, the Town Board, Planning Board, Zoning Board of Appeals, and Code Enforcement Officer see the need to be working from the most up to date zoning information; and

**WHEREAS**, on January 16<sup>th</sup>, 2020 LaBella Associates prepared a proposal for the Town Board (Proposal No. P1903313). which outlines plans to update and digitize the Zoning Map data for the Town; and

**WHEREAS**, as the Town is in a contract with LaBella, no additional quotes were needed per the advice of the Association of Towns;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston authorizes the Supervisor to enter into a contract with LaBella Associates for new Zoning Maps at a cost of \$6,500.00.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**



January 16, 2020

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

RE: Town of Boston GIS Zoning Map  
LaBella Proposal No. P1903313

Dear Supervisor Keding:

LaBella Associates, D.P.C. is pleased to submit the following proposal to the Town of Boston to provide Geographic Information Systems (GIS) professional services for the Town of Boston, to digitize the Town's zoning information and provide an updated Zoning Map in both hardcopy and digital form. This proposal outlines our understanding of the project and presents our proposed scope of work.

## PROJECT DESCRIPTION

Zoning information is currently maintained at the Town of Boston utilizing a scanned paper map of properties of the town, circa 1991, with different zoning regions colored manually on the map. Further zoning detail is also found on a set of 39 paper Tax Map drawings. In order to facilitate better maintenance and updated data, the project involves converting this data to a digital GIS format, and then producing a high-quality map layout for the Town.

## SCOPE OF WORK

LaBella will perform the following services:

1. Gather Existing Paper Based Zoning Data: LaBella has a paper copy, from 1991, of the Town's properties, with zoning categories manually colored. This information is already in hand and will be utilized for the conversion process. In addition there are 39 tax maps covering portions of Boston that have more detailed zoning information, down to the parcel level. LaBella will make copies of these maps for digitization purposes. The use of the detailed source data ensures that the zoning data that is developed is properly accurate down to the individual parcel level.
2. Gather Existing GIS Digital Data: LaBella will obtain the latest GIS based parcel dataset from the Erie County Office of GIS (2018 roll data). This dataset will serve as another major input to the creation of zoning data (as many zoning areas are defined by specific parcels that encompass them).
3. GIS Based Digitization of Paper Maps: LaBella's Data Intelligence Group utilizes industry standard ESRI ArcGIS Desktop software for GIS data creation and





maintenance. We will use this desktop GIS software to convert the paper input data into a digital form. This involves several GIS editing processes:

- a. Creation of Zoning Layer: LaBella will create a new, blank template for storing Zoning polygons. This dataset will contain information about the type of zoning for each area (R-1, R-2, etc.), as well as additional metadata, such as date of last revision, to assist in tracking changes to zoning data moving forward.
- b. Importing and Combining Parcels: Many zoning districts are simply a combination of whole parcels. For example, there may be a Commercial district that represents 10 properties along a major road in the town center. This Zoning polygon can be created by importing these 10 properties into the zoning layer, and merging to create a zoning district.
- c. Georeferencing and Measurement: Where a zoning district does not follow a property boundary, LaBella will scan and georeference paper maps, and trace any remaining boundaries using screen digitizing. Where dimensions and measurements are available on the source data (i.e. "zoning district contains "front 300 feet of this property", we will use editing tools to measure and divide parcels per the exact measurement.
- d. QC and Review: After digital conversion of each zoning district is completed, using the above process, LaBella will review the zoning file for "topological accuracy" (no overlap, existence of 'sliver polygons', accurate coverage of town zoning boundaries, etc.)

The result of this step is a complete, accurate GIS dataset representing the Zoning Districts of the Town of Boston. This dataset is the foundation for the production of Boston's updated zoning map (Step #4). LaBella will also work with the Erie County Office of GIS Director to ensure that any GIS standards applicable within Erie County are met, and if desired provide the zoning output to Erie County office of GIS for inclusion in their GIS data repository.

DELIVERABLE: Town of Boston Zoning GIS shapefile in a standard ESRI format (shapefile or file geodatabase)

4. Town of Boston Zoning Map: LaBella's DIG/GIS team will utilize a Map Layout in ESRI ArcGIS Desktop to create an updated paper copy of the zoning map for the Town. This is an industry standard practice and software, should Boston want to later update this map independently using its own staff. This map will contain basic basemap information about the Town of Boston (property parcels, streets with names and highway symbols), with the zoning districts overlaid. LaBella will work with Boston to ensure any color preferences for specific districts are met. The map will be made using standard cartographic principles to create an output that is both visually pleasing and easy to read and interpret. The recommended size would be a D-size Portrait (22" X 34"), similar to the original 1991 vintage map, but the final size will be determined by direction from the Town of Boston.



LaBella will provide a draft copy of this map, to allow Boston to provide feedback and comment. Once these comments are received, they will be incorporated into a final version.

LaBella will deliver a set of paper copies to Boston, as well as other source files to enable recreation of the map:

- a. ArcMap Document used to produce the layout
- b. GIS Datasets (Step #3)
- c. Adobe PDF copy of the layout for each reprinting

DELIVERABLE: An updated copy of the official Town of Boston Zoning Map, in both paper format, and electronic data files (GIS & PDF) for easy reproduction of the map.

5. Additional Maintenance: LaBella can optionally provide, as an additional service, a scope and cost for periodic updates to the map.
6. Online Mapping: LaBella can optionally provide, as an additional service, an ESRI ArcGIS Online map to provide this information to the public, if desired, via a web based mapping application. (This would also provide an opportunity to add additional Town based GIS information in the future, such as storm sewer, or other utilities for example)

## PROJECT TEAM

LaBella has a staff of experienced professional and technical personnel to whom specific tasks will be assigned. Key individuals and their project responsibilities are as follows:

Michael Simon, who will be the Client Manager. Mr. Simon is the Municipal and Utilities group leader in LaBella's Civil Engineering Department and brings over 25 years of experience, as well as an existing relationship with the Town of Boston. He will be responsible for managing the project.

Greg Coniglio is LaBella's "Data Intelligence Group" team leader, and will serve as the Project Manager. DIG is responsible for providing a variety of digital and technological solutions to our clients, including GIS. He has 25 years of experience leading and providing IT & GIS solutions to clients in the Buffalo and Rochester areas. He will be responsible for overseeing the GIS effort as well as reviewing and ensuring data and map quality.

Sara LoBello is a GIS Analyst at LaBella. Sara has 6 years GIS experience, and is skilled at GIS data creation, editing and maintenance, as well as map production and creation. She will be responsible for the tasks of creating the zoning data, and zoning map.



## ASSUMPTIONS AND EXCLUSIONS

- LaBella assumes that the set of tax maps, and existing 1991 map, will provide all of the necessary information to complete the updated zoning map. The scope does not account for extensive additional research (We understand some clarification may be required, via feedback provided by the Town staff).
- Other than a visit to gather and copy the tax maps, site visits or field verification of zoning boundaries are not required.
- One iteration of a draft map and review and comment period.
- Additional updates to the map in the future are not included but can be provided for an additional fee.

## FEES

LaBella will provide the deliverables outlined in the scope of work (Map and GIS data) for the lump sum price of:

- \$6,500

The total amount will be invoiced in one lump sum at the conclusion of the project.

If you have any questions, please don't hesitate to contact me directly at (585) 402-7018 or [msimon@labellapc.com](mailto:msimon@labellapc.com). Thank you for this opportunity. LaBella is excited to help the Town of Boston with its GIS needs.

Sincerely,  
LABELLA ASSOCIATES, D.P.C.

Michael Simon  
Senior Project Manager

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ACCEPTED

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DATE

**TOWN OF BOSTON – RESOLUTION NO. 2020- 16**

**AUTHORIZATION FOR DELEGATE TO ANNUAL MEETING OF  
ASSOCIATION OF TOWNS**

Motion made by \_\_\_\_\_, second by \_\_\_\_\_, To Wit:

WHEREAS, Town Prosecutor, Anna M. Kobialka attended the Association of  
(Title) (Name)

Towns (“AOT”) Annual Meeting and Training Session in New York City on February 16– 19,  
2020, and

WHEREAS, the Town of Boston benefits from having a delegate vote on the election of AOT  
officers, AOT’s legislative platform and operating bylaws, and

WHEREAS, the New York State Comptroller’s Office and courts in New York State have stated  
that a town board may ratify an action nunc pro tunc after the fact so long as they had the  
authority to do so in the first instance, and

WHEREAS, the Town of Boston has the authority to designate a delegate for the Association of  
Towns Annual Meeting; Now

THEREFORE BE IT RESOLVED, that Anna M. Kobialka, Esq be designated  
(Name of Delegate)

nunc pro tunc as a delegate for the Town of Boston, and

BE IT RESOLVED, that in the absence of Jason A. Keding, be designated as the delegate for the  
(Name of Delegate)

Town of Boston.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a  
vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

# MEMORANDUM

**TO:** Boston Town Board  
**FROM:** Dr. Paul Ziarnowski, Planning Board Chairman  
**DATE:** December 9, 2019  
**RE:** Site Plan for Broadway Group LLC/  
Dollar General Project at 9287 Boston State Road

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At its November 12, 2019 meeting, the Planning Board voted to send the above-referenced project back to the Town Board with the recommendation that the site plan not be approved. A copy of the meeting minutes are attached here at Tab 1. If the Town Board does grant site plan approval, the Planning Board recommends that the approval be subject to the conditions that are listed below.

## **A. Recommended Denial of Site Plan Approval**

The Planning Board's recommendation to deny site plan approval is because while appropriately zoned, the proposed retail store – 8,960 square-feet, 27 feet in height, rectangular – is of a scale and use that is not harmonious with the neighborhood. As you may be aware, Town Code § 123-167(A)(1) requires that the Town Board and Planning Board must “take into consideration” the “Harmonious relationship between proposed uses and design and existing adjacent uses and architectural features.” In addition, Town Code § 97-10(B) requires that “Individual buildings shall be related to each other in design mass, material, place, placement and connection to provide a visually and physically integrated development.”

In this case, the parcel at issue might be appropriate for any number of commercial uses that are more harmonious with the immediately surrounding area. However, the proposed general store use and “big box” design do not have a harmonious relationship to the surrounding neighborhood, which predominantly consists of historical residential structures of a much smaller scale and wood-frame construction. For your reference, attached here as Tab 2 is a

spreadsheet with assessment and real property tax system information about the 15 parcels surrounding the proposed project site, as well as photographs of the structures on the surrounding parcels.

While the Broadway Group's current proposed site plan is far more attractive and better designed than the first plan that they provided to the Planning Board, their design improvements have not included a change in the design mass of the nearly 9,000 square foot, single-level structure. It remains a "big box" sized and shaped general store that will conflict with the character of the surrounding neighborhood. In addition, intensity of the use itself is far different from the current surrounding uses. For example, the now closed dentist's office across the street had low traffic, closed by early evening, did not have regular truck deliveries, and was not open seven days a week. Even that commercial structure included a residential component when built. A resident explained during the public meeting regarding the proposed project that the structure originally was a home built in the Bauhaus style, with its front face at the parcel's rear (away from the road). Similarly, the former Wurtz Funeral Home once was residential, and still retains that character.

Finally, though the Planning Board's recommendation is based on, among other things, the information above, the Planning Board is not alone in finding the proposed structure and use inappropriate for the parcel at issue. As you know, a petition with over 1,100 signers was gathered in opposition to the project. Many of the signers commented on the same issues – the scale of the proposed structure and use is not harmonious with the proposed location in a historic residential neighborhood. A copy of the petition is attached here at Tab 3. In addition, when the Planning Board requested public input on the proposed design, many speakers provided details on the historic nature of the homes surrounding the proposed project location and generally echoed the information contained in the petition on May 14, 2019.

While the Planning Board's efforts resulted in an improved design, there is no getting around the fact that the applicant is proposing to build a "big box" retail store that is completely out of character for the design, mass, and uses of the surrounding neighborhood. Therefore, the Planning Board recommended that the Town Board deny site plan approval.

## **B. Recommended Conditions of Approval**

If the Town Board disagrees with the Planning Board's recommendation, in addition to any conditions the Town Board feels are appropriate, the Planning Board voted to recommend that the site plan approval include the following conditions:

1. Display of retail items for sale (other than propane and ice in the locations indicated on the plans) are not permitted outside the store;
2. The dumpster enclosure must be enlarged so that it is large enough to keep all waste, including cardboard, out of plain view, and that refuse and cardboard not be permitted to be left outside in plain view;
3. Single in and out lanes for the parking area;
4. The electric service from the utility pole to the building be underground;
5. Two 15-foot parking lot light poles in place of a 25-foot pole;
6. The addition of at least three sets of shutters that will look like windows on the North elevation of the proposed building; and
7. That the applicant not be permitted to create a non-conforming lot.

In addition, the Planning Board was not satisfied with the applicant's landscaping and screening efforts. Subsequent to the meeting, the Town Engineer arranged for a landscape architect to prepare the report attached at Tab 4. The Town Board will need to decide if whatever landscaping the applicant proposes to the Town Board is in compliance with Town Code § 123-167(A)(4) requires that the Town Board and Planning Board must "take into consideration" the "Adequacy of landscaping and setbacks in regard to achieving maximum compatibility with and protection to adjacent property and land uses."

Town Engineer Simon or Town Planner Desjardins may have additional recommendations for conditions of approval.

**TOWN OF BOSTON – RESOLUTION NO. 2020-~~17~~**

**DENYING APPROVAL FOR SITE PLAN FOR  
THE BROADWAY GROUP, LLC'S DOLLAR GENERAL PROJECT  
AT 9287 BOSTON STATE ROAD**

**WHEREAS**, the Town of Boston received an application for site plan approval from The Broadway Group, LLC, for development of a 8,960 square foot Dollar General retail store at 9287 Boston State Road; and

**WHEREAS**, after due deliberation and pursuant to Town Code § 97-10, at its November 12, 2019 meeting the Planning Board voted to recommend that the Town Board disapprove the applicant's final site plan; and

**WHEREAS**, Dr. Paul Ziarnowski, Planning Board Chairman, provided a memorandum to the Town Board dated December 9, 2019, with attachments, to explain the reasons why the Planning Board recommends disapproval of the site plan; and

**WHEREAS**, at its January 14, 2019 meeting, the Planning Board voted to approve Dr. Ziarnowski's December 9, 2019 memorandum as accurately reflecting the Planning Board's conclusions and recommendations; and

**WHEREAS**, the Planning Board devoted considerable time to review and analysis of the application for site plan approval; and

**WHEREAS**, Town Code § 123-167(A)(1) requires that when considering an application for site plan approval, the Town Board and Planning Board must "take into consideration" the "Harmonious relationship between proposed uses and design and existing adjacent uses and architectural features"; and

**WHEREAS**, Town Code § 97-10(B) requires that "Individual buildings shall be related to each other in design mass, material, place, placement and connection to provide a visually and physically integrated development"; and

**WHEREAS**, after due deliberation, including a review of the proposed site plan, visual surveys of the proposed project location and the surrounding community by Town Board members, review of relevant Town Code provisions, and review of the materials attached to Dr. Ziarnowski's December 9, 2019 memorandum, the Town Board agrees with the findings of the Planning Board, that the proposed retail store – 8,960 square-feet, 27 feet in height, rectangular – is out of character with the community in the proposed project location and of a design mass, scale, and use that is not harmonious with the surrounding neighborhood, which predominantly consists of historical residential structures of a much smaller scale and wood-frame construction and of other uses that are less intense in terms of traffic, hours of operation, noise, and lighting; and



**WHEREAS**, pursuant to Town Code § 97-11, following the receipt of the recommendation of the Planning Board, the Town Board shall approve, approve with modifications, or disapprove the final site plan;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board hereby finds that the site plan fails to conform to Town Code §§ 97-10(B) and 123-167(A)(1); and

**IT IS FURTHER RESOLVED**, that the Town Board hereby finds that the proposed 8,960 square-foot retail store is out of character with the community in the proposed project location and is of a design mass, scale, and use that is not harmonious with the surrounding neighborhood; and

**IT IS FURTHER RESOLVED**, that the Town Board hereby adopts and incorporates as part this Resolution the Planning Board's finding's as set forth in the memorandum of Dr. Paul Ziarnowski, Planning Board Chairman, dated December 9, 2019, with attachments; and

**IT IS FURTHER RESOLVED**, that Town Board of the Town of Boston hereby disapproves the final site plan submitted by The Broadway Group, LLC, for development of a Dollar General retail store at 9287 Boston State Road.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON – RESOLUTION NO. 2020-18**

**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**

**WHEREAS**, the Town of Boston has received an application for site plan approval from The Broadway Group, LLC, for the proposed development of a 8,960 square foot Dollar General store at 9287 Boston State Road, Boston, New York; and

**WHEREAS**, the proposed action is on a County road and involves demolition of an existing structure, construction of drainage structures, construction of a driveway, subdivision of the parcel, and an application for a variance on the number of required parking spaces; and

**WHEREAS**, following referral from the Town Board, the Planning Board reviewed the proposed site plan and has recommended that site plan approval be denied on the grounds that it is of a scale and use that is not harmonious with the neighborhood; and

**WHEREAS**, the Town has received in connection with the application a State Environmental Quality Review Act Full Assessment Form (“EAF”) Part 1; and

**WHEREAS**, as an involved agency, the Town Board of the Town of Boston has the authority to coordinate the State Environmental Quality Review (“SEQR”) process, serve as a lead agency and make a determination of significance;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby preliminarily classifies the project as an Unlisted Action in accordance with SEQR regulations (6 NYCRR Part 617) and declares its willingness to act as lead agency for this project. A lead agency coordination request will be circulated to involved agencies. If no objections or responses are received within 30 days from when the completed Part I of the EAF was transmitted to them, the Town Board of the Town of Boston will declare lead agency status in advance of making a determination of environmental significance.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[     ]	[     ]	[     ]	[     ]
Councilmember Lucachik	[     ]	[     ]	[     ]	[     ]
Councilmember Martin	[     ]	[     ]	[     ]	[     ]
Councilmember Selby	[     ]	[     ]	[     ]	[     ]
Supervisor Keding	[     ]	[     ]	[     ]	[     ]

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON – RESOLUTION NO. 2020-19**

**AUTHORIZING PURCHASE OF UTILITY TRACTOR  
FOR HIGHWAY DEPARTMENT USE**

**WHEREAS**, the Town of Boston Highway Superintendent has identified a need for a new utility tractor to support highway operations in mowing the edges of roads and to replace a similar tractor that has reached the end of its useful life; and

**WHEREAS**, the Highway Superintendent has identified a suitable replacement that the Town can procure through a New York State Office of General Services Bid and equip by piggybacking off of a Sourcewell Contract pursuant to General Municipal Law § 103(16); and

**WHEREAS**, LandPro Equipment, pursuant to the New York State bid pricing under Contract No. PC67140-JD, has offered to sell to the Town a John Deere 5100M cab utility tractor for \$60,758.65, plus \$650 for loaded rear tires, for a total of \$61,408.65; and

**WHEREAS**, LandPro is offering a trade in value of \$19,608.65 for the Highway Department's existing 2005 New Holland TL90A tractor with Alamo boom mower and sweepster front mount boom as a credit against the purchase price for the new John Deere 5100M, bringing the net cost of the new tractor to \$41,800; and

**WHEREAS**, prior to delivery, the John Deere 5100M will be equipped with equipment procured through Tiger dealer Cyncon pursuant to pricing available through Sourcewell Contract No. 052417-TGR, specifically with a new Tiger BB18 boom mower and sweepster front mount 8' rotary boom at a total equipment cost of \$76,864.80; and

**WHEREAS**, the total package price for the new utility tractor less the trade-in value of the 2005 New Holland tractor is \$118,664.80; and

**WHEREAS**, funding for the purchase price of \$118,664.80 is available from the following budget line: D00-5130-0200 Machinery – Equipment;

**NOW THEREFORE BE IT**

**RESOLVED**, that Town Board of the Town of Boston hereby authorizes disposal through trade-in of the Town's 2005 New Holland TL90A tractor with mower and sweeper to LandPro, for a trade-in credit of \$19,608.65; and

**IT IS FURTHER RESOLVED**, that the Town Board authorizes the purchase from LandPro of a John Deere 5100M tractor for a purchase price of \$61,408.65, less the trade-in value of the New Holland TL90A, resulting in a total payment to LandPro of \$41,800; and

**IT IS FURTHER RESOLVED**, that the Town Board authorizes payment to Cyncon of a total of \$76,864.80 for a boom mower and sweepster mount, to be installed on the John Deere 5100M.

On February 5, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[     ]	[     ]	[     ]	[     ]
Councilmember Lucachik	[     ]	[     ]	[     ]	[     ]
Councilmember Martin	[     ]	[     ]	[     ]	[     ]
Councilmember Selby	[     ]	[     ]	[     ]	[     ]
Supervisor Keding	[     ]	[     ]	[     ]	[     ]

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**Sandra L. Quinlan, Town Clerk**

## PRICE LIST A

## SOURCEWELL QUOTE SHEET

#REF!

Bill To	Town of Boston 8500 Boston St. Rd. Boston NY 14025		
Ship to	Cyncon Equipment 7494 W Henrietta Rd. Rush NY 14543		
End User	Town of Boston Highway Department		
End User Contact	Bob Telaak	PO#	
Quote#	5	Order Date	
Dealer Contact	Dave Hull	Quote Date	01/16/20
DLR Phone / Fax	585-533-2500	Requested ship date	
Dealer Email	rwilcox@cyncon.com	State contract order	Sourcewell # 052417-TGR
		Sourcewell Member#	148995
		Quote valid for 30 days	



Please direct questions to:

Ph: 800-843-6849 EXT 3  
email all quotes in excel format  
to: orders@tigermowers.com

FEB 3 AM 10:21

Shipping Instructio

**BENGAL SERIES**

(Boom Reach from 17.5' to 26.3')

HOW TO ORDER: You must select one item from Sections 1, 2, 3 &amp; 4 for a complete Boom Mower.

Qty	Order Code	Description	Approx. lbs	List Price	Disc	Sourcewell
Add tractor on next line when required						
	<b>SECTION 1 - Choose a Base Unit</b>					20% \$ -
1	BB-18	Mid-mount Boom Mower (1300 lb wheel weight)	3950	\$ 25,995	20%	\$ 20,796.00
	BB-22	Mid-mount Boom Mower (1700 lb wheel weight)	4110	\$ 31,450	20%	\$ -
	BB-24	Mid-mount Boom Mower (1700 lb wheel weight)	4250	\$ 35,350	20%	\$ -
	INCLUDES: Boom Arms, Mounting system, Wheel Weights, Mower Hydraulic Drive System Operator Safety Screen/Poly					
	<b>SECTION 2 - Choose a Cutter Head Stow System</b>					
	Refer to Tractor Adaptability List- All Stows do NOT work with all Tractors. Current Tractor Adaptability list located in first tab below and at <a href="http://www.tigermowers.com">www.tigermowers.com</a> . or call Territory Manager.					
	SS-BB	SIDE STOW (SS) transport system & Travel Safety Lock - BB22 Side Stow <sup>3</sup> Mowers on Tier 4 tractors will have stow height of 13'11", BB24 will have a stow height of 15'2".	45	Incl. in Base	\$ -	
	3PS-BB	3 POINT STOW (3PS) transport system & Travel Safety Lock	130	\$ 3,403	20%	\$ -
	1OS-BB	SINGLE POINT OPEN STOW (1OS) transport system & Travel Safety Lock	160	\$ 3,981	20%	\$ -
1	3OS-BB	3 POINT OPEN STOW (3OS) transport system & Travel Safety Lock	550	\$ 5,018	20%	\$ 4,014.40
	3OS-BB-EXT	3OS Boomrest Extension Bracket	22	\$ 467	20%	\$ -
	<b>SECTION 3 - Choose a Cutter Head</b>					
	<b>ROTARY</b>					
	RT50D	50" Rotary head with Disk/Brush Knives & Hydraulic Door	815	\$ 13,458	20%	\$ -
	RT50B	50" Rotary head with Blade Bar/Brush Knives & Hydraulic Door	740	\$ 13,319	20%	\$ -
	RT50G	50" Rotary head with Disk/Grass Knives & Hydraulic Door	815	\$ 13,421	20%	\$ -
	RT60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	840	\$ 15,636	20%	\$ -
	RT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door (BB-22 & BB-24 ONLY)	950	\$ 16,053	20%	\$ -
	RT60DG	60" Rotary Head with Disk/Grass Knives & Hydraulic Door	915	\$ 15,783	20%	\$ -
	<b>FLAIL</b>					
	FL50LBG	50" Flail Head with Light Brush/Grass Knives (LBG)	800	\$ 15,352	20%	\$ -
1	FL50MBG	50" Flail Head with Medium Brush/Grass Knives (MBG)	808	\$ 16,160	20%	\$ 12,928.00
	FL50HDB	50" Flail Head with Heavy Duty Brush Knives (HDB)	815	\$ 16,198	20%	\$ -
	FL63G	63" Flail Head with Grass Knives	855	\$ 15,783	20%	\$ -
	<b>MULCHER</b>					
	ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain	902	\$ 20,574	20%	\$ -
	ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	902	\$ 20,543	20%	\$ -
	<b>SECTION 4 - Choose a Hydraulic Controls Options</b>					
	CBL	Cable Controls and Lift Valve Kit	78	\$ 5,614	20%	\$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 14,619	20%	\$ 11,695.20
	<b>SECTION 5 - Installation Charge</b>					
1	Factory Mnt	Installation of complete boom mower system		\$ 6,950	20%	\$ 5,560.00
	Field Mnt	Installation of complete boom mower system		\$ 6,950	20%	\$ -
	<b>SECTION 6 - BOOM MOWER OPTIONS</b>					
		Wheel Weight - up charge from 1300 to 1700 lbs of counter balance	400	\$ 1,175	20%	\$ -
		Wheel Weight - upcharge from 1700 to 2550 lbs of counter balance	850	\$ 2,263	20%	\$ -
	06100615	Dogleg Kit, Flail Heads	13	\$ 506	20%	\$ -
	06103017	Dogleg Kit, Rotary & Mulcher Heads	13	\$ 506	20%	\$ -
	05200609	50" Blade Bar Kit (bar, knives, bolts, nuts)	75	\$ 937	20%	\$ -
	05200670	60" Blade Bar Kit (bar, knives, bolts, nuts)	85	\$ 1,403	20%	\$ -
	06744050	50" Rotary Disk Kit (knives, bolts, nuts, filter, grease) BRUSH	36	\$ 361	20%	\$ -
	06744051	50" Rotary Disk Kit (knives, bolts, nuts, filter, grease) GRASS	39	\$ 371	20%	\$ -
	06744040	50/60" Rotary Blade Bar Kit (knives, bolts, nuts, filter, grease) BRUSH	36	\$ 322	20%	\$ -
	06744001	60" Rotary Disk Kit (knives, bolts, nuts, filter, grease) GRASS	39	\$ 254	20%	\$ -
1	06744005	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) LBG FLAIL	32	\$ 731	20%	\$ -
	06744043	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) MBG FLAIL	58	\$ 1,650	20%	\$ 1,320.00
	06744044	50" Flail Parts Kit (knives, bolts, nuts, filter, clevis, belts) HDB FLAIL	55	\$ 1,547	20%	\$ -
	06744006	63" Flail Parts Kit (knives, bolts, nuts filter, clevis, belts) GRASS	44	\$ 505	20%	\$ -
	06744077	Mulcher Knife Kit (knives bolts)	52	\$ 1,313	20%	\$ -
	06700250	Mulcher - Rear Chain Guard Kit	42	\$ 448	20%	\$ -
	06700252	Mulcher - Rear Rubber Flap Guard Kit	28	\$ 417	20%	\$ -
	05200210	Paint, non-standard		\$ 1,535	20%	\$ -
	<b>ADDITIONAL OPTIONS FROM PRICE LIST</b>					
1		Grill Guard w/Pump Guard	34	\$ 431	20%	\$ 344.80
1	06770019	Quick Coupler Kit for Side/Boom Mower and Heads	15	\$ 693	20%	\$ 554.40
23.5		Dealer PDI (prep, delivery, installation) Hourly Rate		Net Per Hour	\$ 160	\$ 3,760.00
1	PF-FATT	Push Frame to attach front mounted attachments to existing Tiger Mid-Mount Frames, includes Hyd hoses from rear remotes to front bulkhead	1500	\$ 4,326	20%	\$ 3,460.80
1		Sweeper, 8' Brush constructed of 50% Poly & 50% Steel - Hydraulics from brake valve to Sweeper & hoses to bulkhead included	843	\$ 13,233	20%	\$ 10,586.40
1	THIS-96C Mounting	Installation of complete front mount attachment		\$ 2,305	20%	\$ 1,844.80
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## TRACTOR INFORMATION REQUIRED:

Make/Model		Transmission	
Tire size	Front	Cab Type	
	Rear	2WD or MFWD	

All prices are FOB Destination  
Prices are subject to change without notice.

Bengal 18.22.24

# LANDPRO

EQUIPMENT

Falconer, N.Y. - Clymer, N.Y. - Springville, N.Y.

## TOWN OF BOSTON

### NEW JOHN DEERE 5100M CAB UTILITY TRACTOR

4 Cylinder John Deere Turbocharged Power Tech diesel engine  
FT IV, DPF, DEF, 100 Engine H.P. 85 P.T.O. H.P., Rear 540/540E P.T.O.  
Four wheel drive, 16F/16R Power reverser transmission with clutch in oil  
A-range 1<sup>st</sup> gear forward 2.2 MPH, A-range 4<sup>th</sup> gear forward 4.1 MPH  
Factory standard cab sealed and pressurized with heat and air conditioning AM/FM  
Stereo radio, Interior rear view mirror, LH Exterior rear view mirror  
Air ride swivel seat, Front and rear work and warning lights  
Vertical cab corner exhaust, front window sun visor, Beacon and brake lights  
Tilt and telescopic steering wheel, two speed front wiper  
Right hand console light, flat floor, Telescopic rear draft links Cat II  
16.9-30 R-1 bias rear tires, 11.2-24 R-1 Bias front tires compatible with mower  
Rear tires loaded with rim guard, Rear fender extensions  
Dual rear hydraulic function with lever controls  
Crank shaft adapter for front mower pump  
New York State Contract Price \$ 60,758.65

Allied equipment: Rim Guard loaded rear tires \$ 650.00

Trade-in your 2005 New Holland TL90A tractor with Alamo boom mower  
and Sweepster from mount broom

\$ 19,608.65

Net after trade-in \$ 41,800.00

### NEW TIGER BB18 BOOM MOWER

Joystick operated With 50" brush/grass flail head  
Sourcewell Contract Pricing \$ 55,484.00

### NEW SWEEPSTER FRONT MOUNT 8' ROTARY BROOM





Sourcewell Contract Pricing \$ 21,334.40

Total package \$ 118,618.40

Includes complete set-up and delivery to Township

Contract pricing on NYS Contract # PC67140-JD, Sourcewell Contract #052417-TGR


Thank You Scott Lindstrom 1/29/20 Cell. 716-499-1656 [slindstrom@zahmandmatson.com](mailto:slindstrom@zahmandmatson.com)

 Reply   Delete  Junk Block ...

## New tractor mower broom quote

Scott Lindstrom <slindstrom@landproequip.com>

Wed 1/29/2020 5:04 PM

Robert Telaak 

 ...  ...

Town of Boston 5100M Tiger ...

639 KB

Good afternoon Bob. Please find attached quote for new John Deere tractor with Tiger mower and Sweepster broom as discussed. Any questions please contact me. Please confirm receipt of this message.  
Thank You Scott Lindstrom



# TOWN OF BOSTON

0569

## PURCHASE REQUEST FORM

This form must be completed for all purchases of goods and services over \$300 and forwarded to the Supervisor's office for approval and distribution. Upon approval, this request will be returned to the originator and the purchase may be completed.

Department: Highway

Account: DBO-5130-0200

Vendor: Land Pro Equipment

Budget Balance: \$200,000.00

Date needed: \_\_\_\_\_

Description of Goods and/or services:	Quantity	Unit Cost	Total Cost
<u>John Deere S100M Cab Utility Tractor</u>	_____	_____	<u>\$ 60,758.65</u>
<u>Rim Guard loaded rear &amp; red</u>	_____	_____	<u>650.00</u>
<u>Tiger BB18 Boom Mower</u>	_____	_____	<u>55,484.00</u>
<u>Sweepster Front Mount 8' Rotary Boom</u>	_____	_____	<u>+ 21,334.40</u>
_____	_____	_____	<u>\$ 138,227.05</u>
_____	_____	_____	_____
<u>Less Trade in of 2005 New Holland</u>	_____	_____	<u>- 19,608.65</u>
<u>TL90A tractor with Alamo Boom mower</u>	_____	_____	_____
<b>Total Value of Purchase Request</b>			<b><u>\$ 118,618.40</u></b>

Dept. Head Signature \_\_\_\_\_

Date \_\_\_\_\_

Supervisor's Approval \_\_\_\_\_

Date \_\_\_\_\_

Purchase Complete ☐

Date \_\_\_\_\_

INVENTORY ASSET ☐

**TOWN OF BOSTON – RESOLUTION NO. 2020 – 20**

**ALLOCATING 2019 FUNDS TO THE AMBULANCE CAPITAL RESERVE FUND**

**WHEREAS**, the Boston Emergency Squad's oldest ambulance was purchased in 2008 and thus aging; and

**WHEREAS**, the Town Board established an Ambulance Capital Reserve Fund in 2015 to accumulate moneys to finance the cost of a future ambulance purchase; and

**WHEREAS**, the 2019 budget had money appropriated for the purchase of LifePak Equipment and Arterial Defibrillators; and

**WHEREAS**, the Boston Emergency Squad received a FEMA grant to cover the cost of this equipment thus freeing up some of the budgeted equipment money;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board is adding unspent equipment funds to the Ambulance Capital Reserve Fund in the total amount of \$6,400, from Ambulance – Capital Equipment (Account No. SM0-4540-0200); and

**FURTHER BE IT RESOLVED**, that these funds will be invested and reported under the same provisions as set forth in Resolution 2015-12 which established the Ambulance Capital Reserve Fund.

On February 5, 2020 the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

-- TOWN OF BOSTON --

2020

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 SERVICES & CONTAINERS

ii. Manner and Place of Disposal:

Recyclables - MATERIAL RECOVERY FACILITY - KENMORE, NY

MSW - CONANTA 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 AVE. 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 --

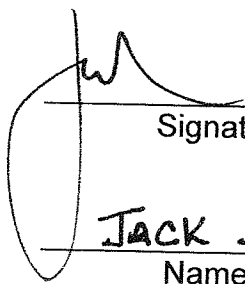
**APPLICATION FOR LICENSE TO COLLECT AND DISPOSE  
OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

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  
  
JACK STURM  
\_\_\_\_\_  
Name

1-15-2020  
\_\_\_\_\_  
Date

OPERATIONS SUPERVISOR  
\_\_\_\_\_  
Title

License Granted by Town Board: \_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/27/2019

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).

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

**COVERAGES****CERTIFICATE NUMBER: 1608567****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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 G71570848	06/30/2019	06/30/2020	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C66040380-AOS WLR C66040343-CA/MA/OR SCF C66040422 -VI WCU C6604046A - OH XS TNS C65221159 TX NSXS	06/30/2019 06/30/2019 06/30/2019 06/30/2019	06/30/2020 06/30/2020 06/30/2020 06/30/2020	<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 HOLDER****CANCELLATION**Town of Boston  
8500 Boston State Road  
Boston, NY 14025-9648  
United States

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 including on-going and completed operations 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 C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

#### TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured 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 C65221159) 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.

RECEIVED  
BOSTON TOWN CLERK

2020 JAN 16 PM 4:01

-- TOWN OF BOSTON --

**2020**

**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

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - N/A

MSW - \_\_\_\_\_

ii. Manner and Place of Disposal:

Recyclables - N/A

MSW - \_\_\_\_\_

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - FRONTLOADERS, RECYCLING TRUCKS

MSW - REAR PACKERS, ROLL OFF TRUCKS

ii. Manner and Place of Disposal:

Recyclables - BUFFALO RECYCLING ENTERPRISES

MSW - MODERN LANDFILL + COVANTA

D) RESIDENTIAL customers (excluding Town contract)

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

1/13/20  
Date

Brian D. Sutter  
Name

TRANSPORTATION COORDINATOR  
Title

License Granted by Town Board: \_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk



MODEDIS-01

DPAKUSCH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2020

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).

<b>PRODUCER</b> The Flanders Group 300 Linden Oaks Suite 210 - 1st Floor Rochester, NY 14625		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (585) 381-8070 <b>FAX</b> (A/C, No): (585) 381-3565 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Modern Disposal Services Inc 4746 Model City Road PO Box 209 Model City, NY 14107		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
		INSURER B : National Interstate Insurance Company		32620
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	47GLO100381-06	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAW021007006	11/21/2019	11/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	47UMO100382-06	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)  
Certificate Holder and any entities required by contract are included as Additional Insured including Primary & Non-Contributory, Ongoing & Completed Operations and a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement with respect to General Liability when required by written contract. Certificate Holder and any entities required by contract are included as Additional Insured including Primary & Non-Contributory and a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement with respect to Auto Liability when required by written contract.

## 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

RECEIVED  
BOSTON TOWN CLERK

2020 JAN 24 PM 3:03

-- TOWN OF BOSTON --

**2020**

**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

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - \_\_\_\_\_

MSW - \_\_\_\_\_

ii. Manner and Place of Disposal:

Recyclables - WM Recycling Facility

MSW - \_\_\_\_\_

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - \_\_\_\_\_

MSW - \_\_\_\_\_

ii. Manner and Place of Disposal:

Recyclables - WM Recycling Facility

MSW - \_\_\_\_\_

D) RESIDENTIAL customers (excluding Town contract)

i. Manner of Collection:

Recyclables - N/A

MSW - N/A

ii. Manner and Place of Disposal:

Recyclables - N/A

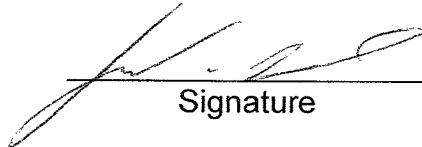
MSW - N/A

-- 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

1/14/20  
Date

Jerrod W Blake  
Name

District Manager  
Title

License Granted by Town Board: \_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)  
1/13/2020

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.

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PRODUCER LOCKTON COMPANIES  
3657 BRIARPARK DRIVE, SUITE 700  
HOUSTON TX 77042  
866-260-3538

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL  
ADDRESS:

FAX  
(A/C, No):

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Company	20702
INSURER D:	ACE Property & Casualty Insurance Co	20699
INSURER E:		
INSURER F:		

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

## COVERAGES

CERTIFICATE NUMBER: 16509911

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 <input type="checkbox"/> OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66043058 (AOS) WLR C66043010 (AZ,CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<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	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	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.

## CERTIFICATE HOLDER

## CANCELLATION

16509911

TOWN OF BOSTON  
8500 BOSTON STATE ROAD  
BOSTON NY 14024

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

# VINCENT MANGINO

6017 Herman Hill Rd ▪ Apt 1 ▪ Orchard Park, New York 14127 ▪

Vincent.Mangino@gmail.com

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January 17<sup>th</sup> 2020

Sandra Quinlan  
Town Clerk  
Boston Town Board  
8500 Boston State Road  
Boston, NY 14025

Dear Members of the Board:

My term as Chairman of the Town of Boston's Conservation Advisory Council ("CAC") has come to an end. I am excited to continue to serve the Town in this capacity and am seeking re-appointment to that position.

During the last 2 years during my time as Chairman the CAC we have accomplished much as a group. From building and maintaining a successful Facebook page to reach and serve the community to revitalizing and reviving the Environmental Awareness Day under the new name of LEAF. We have also started to add new programs such as Snowshoeing events while maintaining traditions such as the annual Fishing Derby. Additionally, in 2019 we completed and adopted a 5 year plan for the CAC. I am excited to continue to serve the community, the town board, and to develop a vision for the future of an active and involved CAC.

I respectfully request your support in being re-appointed to the position of Chairman of the Town of Boston Conservation Advisory Council. I would be happy to answer any questions you may have.

Sincerely,

Vincent Mangino



RECEIVED  
BOSTON TOWN CLERK

2020 JAN 26 PM 12:06

Sharon Stuart  
9302 Robin Dr.  
Boston, Ny 14025  
1-28-20

Boston Town Board:

I would like to be re-instated as a  
member of the Conservation Advisory Council  
for another term.

Thank you for your consideration.

Sincerely,  
Sharon Stuart

RECEIVED  
BOSTON TOWN CLERK

January 28<sup>th</sup>, 2020

2020 JAN 29 AM 9:28

Boston Town Board  
c/o Supervisor Jason Keding  
8500 Boston State Road  
Boston, NY 14025

Dear Boston Town Board,

My name is Noah Quinlan and I have been a resident of the Town of Boston for my entire life. This letter is to request reappointment for a seat on the Conservation Advisory Council to the town board. Participating as a member of the CAC over the past year has been fulfilling experience for me, which I would like to continue. I hope that my continued involvement with the CAC will help to grow the group's service to the community and participation of the residents with local nature.

The 2019 May fishing derby was very successful, with over 100 children participating. It was exciting to see this event so successful. We are looking to grow continued community involvement for the February snowshoeing event and the September L.E.A.F events. Part of my role this past year, in creating awareness, for the Local Environmental Awareness Fair (L.E.A.F.) was designing and painting two plywood signs for the event. These signs should last for several years as the CAC continues to grow the number of booth vendors and community attendees. I am currently treasurer for the CAC and appreciate the budget, which the town board has allocated, to make these events possible.

I'm looking forward to the several events which the CAC has planned this year and ask for your appointment for the coming two year term.

Sincerely,

Noah Quinlan

6700 Liebler Rd  
Boston, NY 14025

**TOWN OF BOSTON**  
**APPLICATION FOR USE OF FACILITIES**

RECEIVED  
BOSTON TOWN CLERK  
2020 JAN 23 AM 11:16

**This Application is subject to Approval by the Town Board and MUST be received at least 1 week prior to Town Board meeting**

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

Name/Organization Charlotte Avenue Pre K Date 06/19/20

Name of person responsible for facilities Pamela Geiger  
Title Pre K Coordinator

Applicant Address 301 Charlotte Avenue Hamburg NY 14075

Applicant Daytime Phone # (716) 646-3370 x:3410 (work) # Of Attendees: 500

Date(s) Requested\* 6/19/20 Time 8:00am - 3:00pm Type of Event Picnic  
Set Up 8:00 Take Down 2:00 - 3:00

**Sporting Leagues — Please attach Schedule**

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

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

Baseball—Josh Haeick	649-6170	Football—Brian Reader	544-4655
Soccer—Nicole Rooney	422-0023		

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

- |   |  |
|---|--|
| <input type="checkbox"/> South Boston Park Shelter                                      | <input type="checkbox"/> Boston Town Park                                    |
| <input type="checkbox"/> Town Hall Community Room w/ Kitchen<br>And Bathroom Facilities | <input checked="" type="checkbox"/> Lions Shelter<br>And Bathroom Facilities |
| <input type="checkbox"/> North Boston Park Fields                                       | <input type="checkbox"/> Small Shelter                                       |
|   | <input type="checkbox"/> Town Fields   |

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

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

*In your lot/field  
like years past.*

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

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

\_\_\_ Yes    ☒ No  
\_\_\_ Yes    \_\_\_ No  
\_\_\_ Yes    \_\_\_ No

pre K  
family  
picnic

**PLEASE NOTE:**

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

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

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

**FEES:** A **\$75 Maintenance Fee** must be included with this application. These funds will be utilized to cover the cost of bathroom supplies, final clean up and administrative costs.

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

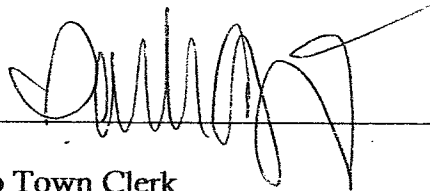
**TOWN OF BOSTON PROPERTIES ARE SMOKE FREE**

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

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

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds. I will submit to the Town Clerk all Certificates of Insurance and NYS Liquor License if necessary at least 1 week prior to my event. I have contacted the above mentioned sporting leagues and there are no conflicts with dates.

SIGNATURE OF APPLICANT: \_\_\_\_\_

 (Pamela Greiger)

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

FEE REC'D 1/23/2020 APPROVED/DENIED: \_\_\_\_\_  
ch# 1595 (date) (date)  
\$ 75

**TOWN OF BOSTON**  
**APPLICATION FOR USE OF FACILITY**

RECEIVED  
BOSTON TOWN CLERK

2020 JAN 27 AM 10:58

**This Application is subject to Approval by the Town Board  
and MUST be received at least 1 week prior to Town Board meeting**

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

Name/Organization For Drake Reunion Date 01/27/2020

Name of person responsible for facilities Frederick Klepp  
Title \_\_\_\_\_

Applicant Address 6286 May Rd Hamburg

Applicant Daytime Phone # \_\_\_\_\_ # Of Attendees: \_\_\_\_\_

Date(s) Requested\* Aug 15, 2020 Time 10AM-7PM Type of Event \_\_\_\_\_  
Set Up \_\_\_\_\_ Take Down \_\_\_\_\_

**Sporting Leagues** — Please attach Schedule

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

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

Baseball—Josh Haeick 649-6170 Football—Nick Jagow 725-9680  
Soccer—Jessica Blesy 809-0121 or Liz Cylka 319-8542

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

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

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

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

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

Are you serving alcohol? ☐ Yes ☒ No  
Are you having a Private Party? ☒ Yes ☐ No  
Are you having a Public Special Event? ☐ Yes ☒ No

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

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

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

**FEES:** A **\$75 Maintenance Fee** must be included with this application. These funds will be utilized to cover the cost of bathroom supplies, final clean up and administrative costs.

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

#### TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds. I will submit to the Town Clerk all Certificates of Insurance and NYS Liquor License if necessary at least 1 week prior to my event. I have contacted the above mentioned sporting leagues and there are no conflicts with dates.

SIGNATURE OF APPLICANT: Frederick Klepp

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

FEE REC'D 1/27/2020 APPROVED/DENIED : \_\_\_\_\_  
(date) (date)  
\$75.00 cash

RECEIVED  
BOSTON TOWN CLERK

**TOWN OF BOSTON**  
**APPLICATION FOR** 2020 JAN 24 PM 1:17  
**USE OF TOWN MEETING FACILITY**

Name/Organization Hospice Date 1/24/2020

Name of person responsible for facilities Herb Klein

~~Title~~ Distribution of Hospice Bouquets

Applicant Address 7690 Back Creek Road

Applicant Daytime Phone # \_\_\_\_\_ # Of Attendees: \_\_\_\_\_

Date(s) Requested\* Wednesday  
March 4, 2020 Time 1:00 pm Type of Event \_\_\_\_\_

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

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

SIGNATURE OF APPLICANT: Sandra Quindon on behalf of  
Herb Klein

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

APPROVED/DENIED : \_\_\_\_\_  
(date)

INSPECTION: \_\_\_\_\_  
(date)

Jason Keding

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**From:** Jowsey, Matthew <Matthew.Jowsey@erie.gov>  
**Sent:** Thursday, January 16, 2020 3:36 PM  
**To:** Jowsey, Matthew  
**Subject:** Early Voting 2020

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Greetings,

The Board of Elections once again thanks you for serving as an early voting site in 2019. There will once again be early voting in 2020 for all elections and we are hoping that your facility will once again be willing and able to host as a site during these periods. You will once again be paid 900 dollars per election and the dates and times are below if there are any questions or issues please feel free to reach out to me.

Presidential Primary: Early voting April 18, 2020 through April 26, 2020 Weekends 11:30am until 6:30pm and weekdays 11:30am until 9:30pm

Primary: Early voting June 13, 2020 through June 21, 2020 Weekends 11:30am until 6:30pm and weekdays 11:30am until 9:30pm

General: Early voting October 24, 2020 through November 1, 2020 Weekends 11:30am until 6:30pm and weekdays 11:30am until 9:30pm

Please note if your facility is a current site for elections Presidential Primary election is Tuesday April 28, 2020, Primary election is Tuesday June 23, 2020 and General election is Tuesday November 3, 2020 your facility will be needed from 5:30am until 9:30pm on these dates.

Matthew Jowsey  
Polling Site Coordinator  
Board of Elections  
858-7814



RECEIVED  
TOWN OF BOSTON  
TOWN CLERK  
APPLICATION FOR  
USE OF TOWN MEETING FACILITY  
2020 JAN 23 PM 4:10

Name/Organization Board of Elections Date 1/24/2020

Name of person responsible for facilities Allison Koczur/Shawn Vanderdoes

Title Assistant to Supervisor/Town Hall Laborer

Applicant Address 8500 Boston State Rd.

Applicant Daytime Phone # 941-6518 # Of Attendees: 100+

Date(s) Requested\* Please see attached Time \_\_\_\_\_ Type of Event early voting

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

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

SIGNATURE OF APPLICANT: Allison R. Koczur

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

APPROVED/DENIED : \_\_\_\_\_  
(date)

INSPECTION: \_\_\_\_\_  
(date)

**TOWN OF BOSTON**  
**APPLICATION FOR**  
**USE OF TOWN MEETING FACILITY**

RECEIVED  
BOSTON TOWN CLERK

2020 JAN 23 PM 4:10

Name/Organization Board of Elections Date 1/24/2020

Name of person responsible for facilities Allison Koczur/Shawn Vanderdoes

Title Assistant to Supervisor/Town Hall Laborer

Applicant Address 8500 Boston State Rd.

Applicant Daytime Phone # 941-6518 # Of Attendees: 100+

Date(s) Requested\* Please see attached Time \_\_\_\_\_ Type of Event \_\_\_\_\_

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

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

SIGNATURE OF APPLICANT: Allison Koczur

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

APPROVED/DENIED : \_\_\_\_\_  
(date)

INSPECTION: \_\_\_\_\_  
(date)

TOWN OF BOSTON  
APPLICATION FOR  
USE OF TOWN MEETING FACILITY

RECEIVED  
BOSTON TOWN CLERK

2020 JAN 23 PM 4:10

Name/Organization Board of Elections Date 1/24/2020

Name of person responsible for facilities Allison Koczur/Shawn Vanderdoes

Title Assistant to Supervisor/Town Hall Laborer

Applicant Address 8500 Boston State Rd.

Applicant Daytime Phone # 941-6518 # Of Attendees: 100+

Date(s) Requested\* Please see attached Time \_\_\_\_\_ Type of Event \_\_\_\_\_

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

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

SIGNATURE OF APPLICANT: Allison Koczur

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

APPROVED/DENIED : \_\_\_\_\_  
(date)

INSPECTION: \_\_\_\_\_  
(date)

**TOWN OF BOSTON**  
**APPLICATION FOR USE OF FACILITIES**

RECEIVED  
TOWN CLERK

This Application is subject to Approval by the Town Board and MUST be received at least 1 week prior to Town Board meeting

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

Name/Organization Boston Arts Council Date 1/21/20

Name of person responsible for facilities Allison Koczur  
Title Assistant to Supervisor Keding

Applicant Address 8500 Boston State Rd., Boston, NY 14025

Applicant Daytime Phone # 941-6518 # Of Attendees: > 50

Date(s) Requested\* Please see attached Time 6pm Type of Event Concert  
Set Up 6pm Take Down 11pm

Sporting Leagues — Please attach Schedule

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

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

Baseball—Josh Haeick	649-6170	Football—Brian Reader	544-4655
Soccer—Nicole Rooney	422-0023		

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

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

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

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

December 21, 2020

Please see the following dates that I am requesting to reserve the Lions Shelter and Bathroom Facilities for the 2020 Summer Concert Series. You will see a change in location for a rain date. Previously, the Community Room was used. In keeping with the Summer 'outdoor' concert series, I'd like to reserve a rain date to use in case of inclement weather. I believe this will have a better reception from the community as well as from the bands.

July 7<sup>th</sup>

~~July 9<sup>th</sup>~~ (Rain Date) *July 8<sup>th</sup>*

July 14<sup>th</sup> (Car Cruise – Michelle Flattery may have already taken this date, which is fine!)

July 16<sup>th</sup> (Rain Date)

July 21<sup>st</sup>

July 23<sup>rd</sup> (Rain Date)

July 28<sup>th</sup>

July 30<sup>th</sup> (Rain Date)

August 4<sup>th</sup>

August 6<sup>th</sup> (Rain Date)

August 11<sup>th</sup>

August 13<sup>th</sup> (Rain Date)

August 18<sup>th</sup>

August 20<sup>th</sup> (Rain Date)

August 25<sup>th</sup>

August 27<sup>th</sup> (Rain Date)

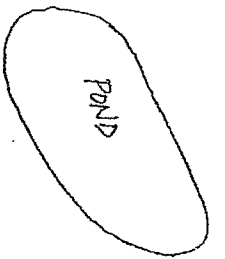
Thank you for your consideration.

A handwritten signature in cursive script that reads "Allison Koczur".

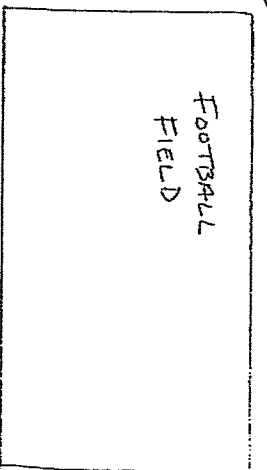
Allison Koczur, Event Director



POND



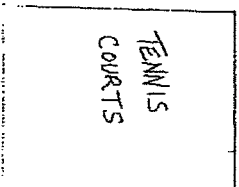
POND



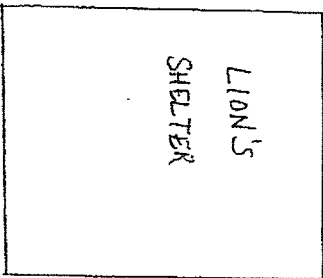
FOOTBALL  
FIELD

FLAG  
POLE

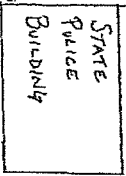
SNACK  
SHACK



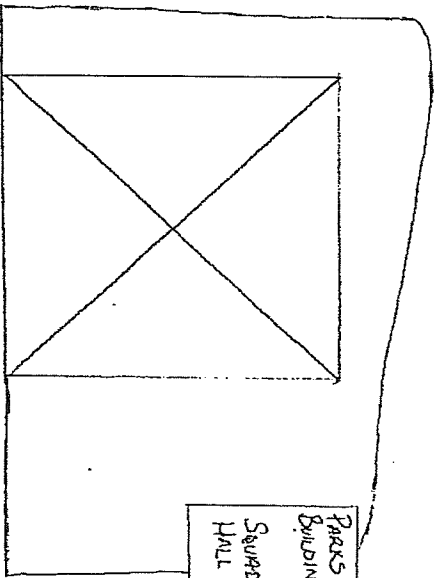
TENNIS  
COURTS



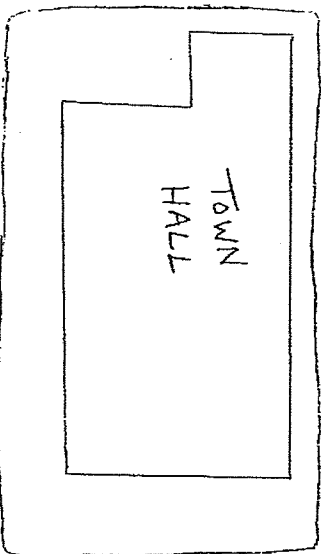
LION'S  
SHELTER



STATE  
POLICE  
BUILDING



PARKS  
BUILDING  
SOUND  
HALL



TOWN  
HALL

Parks Superintendent  
Approval

Date

BOSTON STATE ROAD

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TOWN OF BOSTON

01/06/2020

11:32:06

TOWN CLERK'S 2019 ANNUAL REPORT

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**RECEIPTS**

65	PHOTOCOPIES	16.25
5	TOWN MAPS	10.00
1	BIRTH CERTIFICATES	10.00
155	DEATH CERTIFICATES	1,550.00
15	MARRIAGE CERTIFICATES	150.00
18	MARRIAGE LICENSES	680.00
	DECALS	10,858.00
280	FAXES	70.00
42	FOIL REQUESTS	10.50
9	DISPOSITION OF DOG	230.00
18	USE OF FACILITY FEES	1,350.00
15	VARIANCE	2,250.00
2	GAMES OF CHANCE LICENSES	50.00
1	GAMES OF CHANCE PROCEEDS	12.60
3	REFUSE LICENSE	300.00
91	BUILDING PERMITS	17,857.00
14	CERTIFICATE OF OCCUPANCY	350.00
1	SPECIAL PERMIT	25.00
2	SIGN PERMITS	100.00
2	MOBILE HOME PARK LICENSE	2,055.00
1	PEDDLER PERMIT	20.00
31	MISCELLANEOUS REVENUE	840.00
14	REFUSE & GARBAGE	1,018.01
803	DOG LICENSES	5,088.00

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**TOTAL RECEIPTS:**

**\$44,900.36**

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**DISBURSEMENTS**

PAID TO SUPERVISOR FOR GENERAL FUND	32,222.33
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	1,018.01
PAID TO NYSDEC FOR DECALS	10,268.52
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	979.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	382.50
PAID TO STATE COMPTROLLER FOR GAMES OF CHANCE LICENSES	30.00

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**TOTAL DISBURSEMENTS:**

**\$44,900.36**

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SANDRA QUINLAN, TOWN CLERK

JANUARY 6, 2020