AGENDA

REGULAR MEETING (Held remotely by Conference Call) - TOWN OF BOSTON July 1, 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 from 6/17/2020
- 2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

- 1. Letter of Resignation from William Forness from Highway Department
- 2. Notification from Zoning Board of Appeals of cancellation of Public Hearing for The Broadway Group/Dollar General scheduled for June 24, 2020
- 3. Notification from Boston Youth Soccer League of cancellation of the 2020 season
- 4. Letter from Erie County Water Authority Regarding 2021 Construction Projects
- 5. Notification Regarding Summer Concert Series

ITEM NO. IV NEW BUSINESS

- Requests from the Floor (3 minute time limit per person)
 Questions and Comments emailed to the Town Clerk prior to the Town Board meeting
- 2. PUBLIC HEARING Application for Special Use Permit from Beverly Marcy for a Proposed Horse Barn at 7199 Lower East Hill Road
- 3. Approval of Application for Special Use Permit from Beverly Marcy for a Proposed Horse Barn at 7199 Lower East Hill Road
- 4. Application from Beverly Marcy for Second Accessory Building at 7199 Lower East Hill Road
- 5. Application from Michael Flattery for Second Accessory Building at 7847 Back Creek Road
- 6. Use of Facility Hamburg Junior Softball League
- 7. Use of Facility Lacey McMahon for Birthday Party
- 8. Appointment of Chairman of Zoning Board of Appeals

- 9. Resolution 2020-43 Authorizing Upgrade to Key FOB Security System
- 10. Resolution 2020-44 Human Resources Consultant
- 11. Resolution 2020-45 Authorizing Disposal of Surplus Equipment

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

REGULAR BOARD MEETING JUNE 17, 2020



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

Also Present: Attorney for the Town Costello and Deputy Town Clerk Lois Jackson.

Preliminary matters:

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Selby to schedule a public hearing for a special use permit for July 1, 2020 at 7:30 pm.

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

five (5) Yes Carried

Regular business:

A motion was made by Councilwoman Martin and was seconded by Councilwoman Lucachik to accept the minutes of the June 3, 2020 regular meeting.

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

five (5) Yes Carried

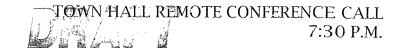
A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin, upon review by the Town Board, that fund bills in the amount of \$236,323.40 be paid.

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 of Resignation from Frank Lisowski from Board of Assessment Review.



Notification from LaBella Associates regarding National Grid Gardenville Five Mile 151/152 Culvert Replacement.

North Boston Volunteer Fire Company Form 990.

May 2020 Income Statement.

New business:

Supervisor Keding stated the floor is open for public comment.

The following person was heard:

Jay Jackson

Supervisor Keding stated the floor is closed.

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

RESOLUTION 2020-41 AMENDING BUDGET TO PROPERLY ACCOUNT FOR INSURANCE RECOVERY OF DOG CONTROL VAN

1) Increase Appropriations: Account No. A00-3510-0200) Е	og Control - Equipment	\$7,792
2) Increase Revenues: Account No. A00-2680-0000) I	nsurance Recoveries	\$7,792
Supervisor Keding Councilwoman Lucachik Councilwoman Selby	Yes Yes Yes	Councilman Cartechine Councilwoman Martin	Yes Yes

five (5) Yes Carried

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

RESOLUTION 2020-42 AUTHORIZING AGREEMENT WITH NEW YORK MUNICIPAL ENERGY PROGRAM (NYMEP)

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

five (5) Yes Carried



A motion was made by Councilman Cartechine and was seconded by Councilwoman Martin to approve Steven Moss, Jeanne Webb, and William Webb to begin duty as Boston Fire Company Firefighters.

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

five (5) Yes Carried

A motion was made by Councilwoman Martin and was seconded by Councilman Cartechine to approve Use of Facility refund of \$75 to Hamburg Schools for cancelation of Charlotte Avenue Pre-K Picnic due to COVID-19.

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 to approve Use of Facility refund of \$75 to Kristen McCabe for cancelation of Young America Soccer Club due to COVID-19.

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 Selby to approve Use of Facility refund of \$75 to Southtowns Walleye Association for cancelation of Kids Fishing Derby due to COVID-19.

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 was seconded by Councilwoman Lucachik to approve the Use of Facility application from Julia and Sean Bermingham for a graduation party on August 7, 2020, 1:00 pm - 9:00 pm, Lions Shelter and bathroom facilities.

REGULAR BOARD MEETING JUNE 17, 2020



Motion Con't:

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

five (5) Yes Carried

Reports and Presentations:

Town Clerk Quinlan reported on the following:

The Town Clerk's May 2020 report has been submitted to the Supervisor's office.

The last day to pay Town and County taxes for 2020 in my office or postmarked by Monday July 1st (correction Tuesday June 30th). After that time, unpaid taxes will be returned to Erie County to be paid directly to Erie County.

Lions Club Chicken BBQ will be this Sunday, Father's Day.

Councilwoman Martin reported on the following:

Happy Father's Day to father's online right now. Nice to see the progression of moving through the phases and will be happy to see us getting back to life as usual.

Councilwoman Lucachik reported on the following:

Planning Board met last night for the meeting to accommodate for public hearings for minor subdivisions, all were approved.

Cannot wait to have meetings in person even if it necessary to wear masks.

Everyone has done a great job during these meetings, even with having technical difficulties.

Councilman Cartechine reported on the following:

Working with Code Enforcement Officer Bill Ferguson on a number of things.

Congratulate and welcome the new firefighters at the Boston Fire Company, Jeanne and William Webb, and Steve Moss. Look forward to meeting with them and on behalf of the Town, thank you for your dedication and service.

Councilwoman Selby reported on the following:

Extends a heartfelt thanks to Frank Lisowski for his years of service and wish him well.

Looking forward to traditional Board meetings where we can be face to face.

Supervisor Keding reported on the following:

The Town is in the process of replacing the elevator through a Community Development Block Grant and some Town funds. This will make the Town Hall ADA accessible.

Hopefully the Town Hall will begin opening to the public in early July. With guidance and approval from NYS we will be able to have groups congregate in an area.

LED lighting throughout the community has shown approximately a fifty percent savings over the last six months.

The NYMEP resolution will allow the Town additional energy saving rates. Water District 1 has a list of needed repairs and will be meeting with the engineer to come up with a plan.

Through a grant, the South Boston Playground will have new playground equipment. Miracle Recreation, Highway and Parks Department have a plan regarding installation.

A motion was made by Supervisor Keding and seconded by Councilman Cartechine to adjourn the meeting at 8:03 p.m.

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

five (5) Yes Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK





Town Board Meeting Date: July 1, 2020

]	Total Amount
Abstract #1 - 2020 Payables	Journal #AP-2081	9	319,270.58
Less Credit - A Fund	Cintas	=	\$ 17.82
Total Payables Dues		S	319,252.76
Breakout by Fund:			•
General (A) Fund:		\$	18,255.53
Highway (DB) Fund:		\$	14,097.23
Lighting (L30) Fund:		\$	-
Fire (SF) Fund:		5	284,457.00
Ambulance (SM) Fund:		\$	2,443.00
Refuse & Garbage (SG) Fu	ınd:	\$	•
Water (H) Funds:		- \$	-
Trust & Agency (TA):		S	•
Total Payables submitted for	approval:	Is	319,252.76

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

July 1, 2020 - A B S T R A C T

Town of Boston Journal Proof Report Fiscal Year: 2020

Created By: epericak

		2021 - 2021 - 2020	2					
Journal Number: AF - 2061	Journal Desc: AP Batch 25	:		Journal Date: 7/1/2020	Account Period: 7 - Jul		Status: Currently Active	20
		rans Description	Date	Roforence	Debit	Credit	ENCILIQ	Sec #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	7/1/2020	Fund A00 AP	\$0.00	\$18,255.53	00 0\$	58
A00-1110-4000-0000	TOWN JUSTICE-CONTR	EATON OFFICE SUPPLY CO., INC. PINV832920 Court Office - Manila File Folders 1/3 Letter	7/1/2020	Vendor#:	\$8.49	\$0.00	20 00	0.
A00-1320-0402-0000	SPECIAL AUDITS	호 호	7/1/2020	Vendor#: 1747	\$68.75	20.00	20.00	ž
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL		7/1/2020	Vendor#: 1747	\$187.50	20 00	00 08	32
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 123016 Project No. 2190909.09 - Elevator Modernization Project - 4/18/20 - 5/22/20	7/1/2020	Vendor#: 1901	\$1,366.50	\$0.00	00'0\$	2
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 122517 Project No. 2190909.05 - MS4 Program Consultation - 4/18/20 - 5/22/20 (15.75 hrs)	7/1/2020	Vendor#: 1901	\$1,653.75	20.00	00 0\$	22
A00-1620-0400-0000	BUILDINGS- CONTR	.	7/1/2020	Vendor#: 1242	\$29,89	\$0.00	\$0.00	83
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4053231751 Uniforms, Mats, & Supplies - All Buildings	7/1/2020	Vendor#; 1758	\$28.63	\$0.00	\$0.00	48
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 1901408799 Masks for Town Employees (COVID Cost)	7/1/2020	Vendor#: 1758	\$465 00	\$0.00	\$0.00	22
A00-1620-0400-0000	BUILDINGS-CONTR	CIR Electrical Construction Corp. 41175 Labor & Materials to Repair Snack Shack Electrical Lines (PO #579/ Res. #2020-36)	7/1/2020	Vendor#: 1958	\$2,000 00	\$0.00	\$0.00	φ
A00-1620-0400-0000	BUILDINGS- CONTR	McAllister Plumbling Heating 15064062420 Annual Backitow Testing - Town Hall Boiler Room	7/1/2020	Vendor#: 1573	\$113.00	\$0.00	\$0.00	11
A00-1620-0400-0000	BUILDINGS- CONTR		7/1/2020	Vendor#: 261	\$97.85	\$0.00	20.00	38
ADD-1620-0400-0000	BUILDINGS- CONTR	SCOTTSDALE DISTRIBUTING 37027 Trash Liners	7/1/2020	Vendor#: 694	\$94.90	\$0,00	\$0.00	30
ADD-1620-040D-0000	BUILDINGS. CONTR	Cintas 4053851583 Highway, Town Hall, Trooper Barracks - Mats, Supplies, Uniforms	7/1/2020	Vendor#: \$758	\$117.50	\$0.00	00 0\$	N
	BUILDINGS, CONTR		7/1/2020	Vendor#: 1758	\$0.00		\$0.00	53
A00-1520-0402-0000	BULDING- CONTR-REC CENTER	TIME WARNER CABLE B&G 6/20 7/1/2020 Act. #20-29882-2602-001 Boys & Girls Club - Phone, TV, Internet 6/19/20 - 7/18/20	7/1/2020	Vendor#: 1242	\$190 04	\$0.00	00 08	45

Town of Boston Journal Proof Report Fiscal Year: 2020

Created By: epericak

		riscal Year, 2020	0707					
Journal Number: AP - 2081	81 Journal Desc: AP Batch 25	Jatch 25		Journal Date: 7/1/2020	Account Paring 7 . he	9	24 44 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
Account	Account Description	Trans Description	Date	Reference	Debit	, Credit	Status: Currendy Aprily 8	200
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	McAlister Plumbling Heating 15063062420 Annual Backllow Testing - Highway	7/1/2020	Vendor#; 1573	\$159.00	20.00	ž.	39
A00-1620-0404-0000	BUILDING. CONTR. TROOPER BARRACKS	McAlister Ptumbling Heating 15065062420 Annual Backflow Testing - Trooper Barracks	7/1/2020	Vendor#: 1573	\$113.00	\$0.00	20.00	42
AGD-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4053851583 Highway, Town Hall, Trooper Barracks - Mats, Supplies, Uniforms	7/1/2020	Vendor#; 1758	\$105.35	\$0.00	\$0.00	ស
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4053231751 Uniforms, Mats, & Supplies - All Buildings	7/1/2020	Vendor#; 1758	\$172.40	\$0.00	20.00	<u>~</u>
A00-1650-0400-0000	CENT COMMUNICATIONS. CONTR	CIR Electrical Construction Corp. 41176 Labor & Materials to Install 2 Circuits for IT Backboard (PO #580)	7/1/2020	Vendor#: 1958	\$950,00	\$0.00	20.00	w
A00-1670-0403-0000	CENT PRINTMAIL- CONTR	WNY IMAGING SYSTEMS 225914 Quarterly Maintenance for Kyocera/TASKalfa 5201 (5/27/20 - 8/26/20)	7/1/2020	Vendor#; 1239	\$398.00	\$0.00	\$0.00	7
AGD-1670-0403-0000	CENT PRINT/MAIL- CONTR	LINEAGE INV237103 High Capacity fitk Carridge for Postage Machine	711/2020	Vendor#· 1489	\$239.95	\$0.00	20 00	eC)
A00-1670-0403-0000	CENT PRINT/MAIL. CONTR	EATON OFFICE SUPPLY CO., INC., PINV832028 Copy Paper for Town Hall Offices	7/1/2020	Vendor#*	\$342.30	20 05	\$0.00	57
A00-1670-0403-0000	CENT PRINTMAIL- CONTR	ComDoc, Inc. 1N3853792 Xerox Copier Lease 5/24/20 - 6/23/20	7/1/2020	Vendor#:	\$10.03	\$0.00	20 00	33
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	Allstate Payment Processing Center 0584695737 F11 Claim #0584695737 F11 - Out of Pocket Claim for DCO Vehicle Accident	7/1/2020	Vendor#: 1959	\$277.12	20 00	\$0.00	24
ADD-1989-0400-0000	OTHER GENERAL GOVT SUPPORT	CONNIE D MINER July 2020 July 2020 - Grant Writing Services	7/1/2020	Vendor# 69	\$1,250.00	\$0.00	\$0.00	₩ (C)
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 6/2020 - Acct. #1001- 9308-690 Acct. #1001-9308-690 - Boston Cross Signal (234 kwh)	711/2020	Vendor#; 37	\$43.12	\$0.00	\$0.00	2
AGB-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 6/2020 - Acct. #1001- 9309-037 Acct. #1001-9509-037 - Boston State Signal (51 kwh)	7/1/2020	Vendarii: 37	\$23.21	\$0.00	\$0.00	r)
A05-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 6/2020 - Acct. #1001- 9307-296 Acct. #1001-9307-296 - Boston Colden Signal (9 kwh)	7/1/2020	Vendor#: 37	\$18.58	\$0.00	00.08	**
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	On Site Employee Testing 5523 Random DOT Urine & Drug Test 6/9/20	7/1/2020	Vendor#¹ 1629	\$140.00	\$0.00	\$0.00	56
AQD-5132-0400-0000	GARAGE-CONTR	Cintas 4053231751 Uniforms, Mats, & Supplies - All Buildings	7/1/2020	Vendor#1	\$94.30	\$0.00	80.00	17
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4053851583 Highway, Town Hall, Trooper Barracks - Mats, Supplies, Uniforms	7/1/2020	Vendor#: 1758	594 30	20 00	00.08	20

Town of Boston Journal Proof Report Fiscal Year: 2020

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Journal Number: AP - 2081				Journal Date: 7/1/2020	Account Parted: 7 - Jul		Status: Currently Active	ķķ
ADD 6477 6466 9696	MCCOUNT USSETTONIAN	rans Description	Date	Raferance	Debit	Credit	GNONE	\$ 000 \$
70-077 2-04-00-00-00-00-00-00-00-00-00-00-00-00-	PROGRAMS FOR AGING- CONTR	TOWN OF ORCHARD PARK 2020 Senior Van Senior Van Shared Service 6/1/2019 - 5/31/2020	7/1/2020	Vendor#; 273	\$2,618.23	\$0.00	20.00	3
A00-7110-0400-0000	PARKS- CONTR	NYSEG 6/2020 - Acct. #1001- 6047-333 Acct. #1001-6047-333 Town Park (0 kwh)	7/1/2020	Vendor#: 37	\$17,60	\$0.00	\$0.00	\$
A00-7110-0400-0000	PARKS. CONTR	McAllister Plumbling Heating 15062062420 Amual Backflow Testing - Parks	7/1/2020	Vendor#; 1573	\$113.00	\$0.00	\$0.00	40
A00-7110-0400-0000	PARKS- CONTR	NYSEG 6/2020 - Acct. #1001- 1771-929 Acct. #1001-1771-929 - Athletic Field (88 kwh)	7/1/2020	Vendont; 37	\$27.13	20.00	00'0\$	4
A00-8010-0400-0000	ZONING-CONTR	LaBella Associates 122516 Project No. 2190909.012 - Zoning Maps - 4/18/20 - 5/22/20 "now completed"	7/1/2020	Vendorë; 1901	5615.92	\$0.00	\$0.00	20
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 205191 HRA Admin Fee 7/1/20 - 7/31/2020	7/1/2020	Vendor#: 1376	\$40.98	\$0.00	20.00	ਲੋ
A00-9060-0800-0060	HOSPITAL AND MEDICAL INSURANCE	Aflac 498795 Employee Funded Supplemental Health Ins June 2020	7/1/2020	Vendor#: 1887	\$413.88	\$0.00	\$0.00	98
A00.9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 201760002339 Health Insurance Premiums - 7/1/20 - 7/31/20	7/1/2020	Vendor#: 1378	\$3,574.05	\$0.00	00 08	\$
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund OBD AP Account	7/1/2020	Fund DB0 AP Account	\$0.00	\$14,097.23	\$0.00	25
DB0-5110-0400-0000	General Repairs-Contr	GERNATT ASPHALT PRODUCTS, INC. 82003462MB 403.19 Type?F2 Top - Paving & Oralnage Materials	7/1/2020	Vendor#: 212	\$1,019.15	20.00	00 0\$	55
DBG-5110-0400-0000	GENERAL REPAIRS-CONTR	COUNTY LINE STONE CO, INC. 129495 Stone for Road Repairs 5 loads totaling 191.13 Tans	7/1/2020	Vendor#: 579	\$4,720.91	20.00	\$0.00	23
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 82003482MB 403.19 Type7F2 Top - Paving & Drainage Materials	7/1/2020	Vendor# 212	\$536.00	\$0.00	\$0.00	£5 £5
DBG-5130-0400-0000	MACHINERY. CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 97318703 Acelylene & Oxygen Cylinders 5/20/20 - 6/20/20	7/1/2020	Vendor#: 1039	\$103.46	S 03	20.00	\$
DB0-5130-0460-0060	MACHINERY - CONTRACTUAL	FIVE STAR EQUIPMENT, INC. P62521 Hose Fittings, Bulk Hose. Hose Sleeve, Tie Band - for Gradall	7/1/2020	Vendor# 612	\$192,42	\$0 00 \$0.00	20 00	23
DBG-5130-0400-0000	MACHINERY, CONTRACTUAL	FIVE STAR EQUIPMENT, INC P62254 Hose littings, bulk hose, hose steeve, o-ring, tie band	711/2020	Vendor#* 612	\$196.58	\$0.00	\$0 00 \$	20
DBG-5130-0400-0000	MACHINERY-CONTRACTUAL	CYNCON EQUIPMENT INC. 49819 Repair of Sweeper (spiit with Colins) - Nozzle w/UPS shipping cost	7/1/2020	Vendor#* 1142	5813.87	00 0S	\$0 00	ĸ
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July 1, 2020 - A B S T R A C T

Town of Boston Journal Proof Report Fiscal Year: 2020

Created By: epericak

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Journal Number: AP - 2081	11 Journal Desc: AP Batch 25	Jatch 25		Journal Date: 7/1/2020	Account Period: 7 - Jul		Status, Currently & who	9
Account	Account Description	Trans Description	Date	Reference	HQ&Q	ţ,	FIRS OF SEASON	# C C C C C C C C C C C C C C C C C C C
DB0-5130-0400-0000	MACHINERY-CONTRACTUAL	quipment loch & lube; 2	7/1/2020	Vendor# 1778	\$218.85	\$0.00	20 00	-
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 498795 Employee Funded Supplemental Health Ins June 2020	7/1/2020	Vendor# 1887	\$379 18	20 00	20 00	37
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES : 205191 HRA Admin Fee 7/1/20 - 7/31/2020	7/1/2020	Vandor# 1376	\$47.81	80 00	00 0\$	32
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF COMINY 201760002339 Health Insurance Premiums - 7/1/20 - 7/31/20	7711/2020	Vendor#* 1378	\$5,869 00	00 03	00 0\$	43
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	7/1/2020	Fund SF0 AP Account	\$0.00	\$284,457.00	\$0.00	SS
SF0-3410-0401-0000	CONTRACTS	BOSTON FIRE COMPANY, INC. 2020 Contract - 2nd Pymt 2020 Fire Contract - 2nd Payment	71112020	Vendor#: 459	\$94,819.00	\$0.00	\$0.00	
SF0-3410-0401-0000	CONTRACTS	MORTH BOSTON FIRE COMPANY 2020 Contract - 2nd Pymi 2020 Fire Contract - 2nd Payment	7/1/2020	Vendor#: 401	\$94,819 00	20 03	90 u s	2
SF0-3410-0401-0000	CONTRACTS	PATCHIN FIRE COMPANY 2020 Contract - 2nd Pyrnt 2020 Fire Contract - 2nd Payment	7/1/2020	Vendor#: 1062	\$94.819.00	20.02	\$0.00	ů
SMD-0600-0000-0000	ACCOUNTS PAYABLE		7/1/2020	Fund SM0 AP Account	20 03	\$2,443.00	\$0.00	20
SMD-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 455989 Boston EMS - Physicals, Respirator & TB Tests 6/10/20	7/1/2020	Vendor#: 1499	\$2,352,00	8000	\$0.00	89
SMD-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 456056 Boston EMS - Physical, Respirator & TB Tests 6/19/20	0202/1//	Vendor#: 1499	\$91.00	00.08	20.00	49
Total Number of 60 Transactions	actions		No Errors		\$319,270.58	\$319,270.58	\$0.00	

AP - 2081 Summary By Fund Number

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		AI CAST	E.I.V. M. M.
AOO	\$18,273,35	\$18,273.35	\$0.00
	\$14,097.23	\$14,097.23	\$0.00
SF0	\$284,457.00	\$284,457.00	\$0.00
0	\$2,443,00	\$2,443.00	\$0.00
Fotai	\$319,270.58	\$319,270.58	\$0.00

\$5.80 FT PC0C-PC688

WILLIAM J FORNESS

9534 WEST HILL RD, BOSTON, NY 14025

SUPERVISOR KEDING
TOWN BOARD MEMBERS
HIGHWAY SUPERINTENDENT TELAAK

June 16, 2020

It is with deep regret I send this letter. As of the fourteenth of July, I will surrender my position as a town employee. Because of medical reasons, I am no longer able to perform the job expected of me.

I have always taken pride in the work I have performed over the past thirty one years. I have always tried to do what was right for the taxpayers even if it meant ruffling feathers with the Board. I take pride in how our roads and service have improved over the last fifteen years. Our town roads are in the best shape they have ever been and I am glad I was part of the crew that made it happen.

I appreciate what this town has given me and my family over the years. I would have liked to continue a few more years, but that is no longer possible. So, as it may be it is time to start a new chapter in life.

Sincerely,

William J. Forness

awilling + orness





June 16, 2020



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 Hearing Cancellation

The Zoning Board Public Hearing for The Broadway Group/Dollar General scheduled on June 24, 2020, has been cancelled due to the expiration date of the variance check they submitted. All other Public Hearings scheduled for this meeting date will be heard.

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

Lois Jackson

From:

Town of Boston Supervisor

Sent:

Thursday, June 25, 2020 9:46 AM

To: Subject: Sandra Quinlan; Lois Jackson; Parks FW: 2020 Boston Youth Soccer

Good morning!

I'm not sure if you were sent this notification as well, but I wanted to be sure you all got the information!

Thank you,

Allison Koczur Assistant to Supervisor Keding Town of Boston (716) 941-6518

From: BYSL NY

Sent: Wednesday, June 24, 2020 9:23 PM Subject: 2020 Boston Youth Soccer

Good evening,

We have made a decision on this year's 2020 soccer season and it saddens us to say that we will be cancelling. With all the new rules by the CDC, health safety and the well being for all of us we just want everyone to stay safe. Kids wearing masks running around in the heat won't be safe or for some of the adults with health issues. Playing so close with other kids and their coaches as well puts everyone at risk. We also don't know much about the covid19 and if it will come back. We hope that everyone understands we took this long to decide as we were looking into all options. I hope that everyone stays safe and has a wonderful summer.

Thank you,

Jessica Blesy President Boston Youth Soccer League

Find us on Facebook



ERICOUNTY WATER AUTHOREY

3030 Union Reside for three New York 142 (716 for Localed Lee 216 for the

June 16, 2020

The Honorable Jason Keding Supervisor of Town of Boston 8500 Boston State Rd. Boston, NY 14025

RE:

2021 Construction Projects

ECWA Project No.: 199300453

Dear Supervisor Keding:

In an effort to provide continual safe and affordable water to all of the citizens within your municipality, and as you prepare for your 2021 annual budget, we urge you to secure funding for capital improvement projects to your water system. We have suggested projects we believe would provide the most benefit to your water system.

We have attached a list of recommended improvement to the system which are based upon watermain break and leak history and the age and size of existing water lines and in some cases the capacity of the existing mains. As shown on the attached list, these recommended improvements have been prioritized into three categories (high, medium and low). These priorities serve as our recommendation as to the order in which we feel the projects should be completed. In general these priorities are based on the level of risk we feel is posed by the failure of a given line including the number of properties impacted, the type of property impacted (e.g.; hospitals or other health care facilities or large commercial or industrial facility) as well as the complexity of the emergency repair that would be necessary should the line fail.

You should review the list with your Engineering Department or outside consultant to determine how to proceed with implementing these important capital improvement projects and feel free to contact ECWA if you would like to discuss further. We feel that that main replacement programs are imperative to help limit interruptions of service, to maintain quality fire protection, to avoid property damage and limit the overall risk to your residents posed by unplanned failures of this critical infrastructure.

Attached to this letter is a map that depicts the Town's distribution system and shows the locations of the recommended projects. Each project has been numbered to coincide with the attached list and we have also provided the number of breaks/leaks associated with that project.

We recognize that some of these projects may already be planned and if so please advise us of these projects so that we may update our records.

The Honorable Jason Keding June 16, 2020 Page 2

We appreciate your continued cooperation as we share in the delivery of quality water to all Town of Boston residents. If you have any questions or require additional information concerning these recommendations, please contact me at 716-685-8220.

Sincerely,

ERIE COUNTY WATER AUTHORITY

Leonard F. Kowalski, PE Executive Engineer

LFK*lmb Attachment

cc:

R. Stoll

M. Quinn

S. Denzler

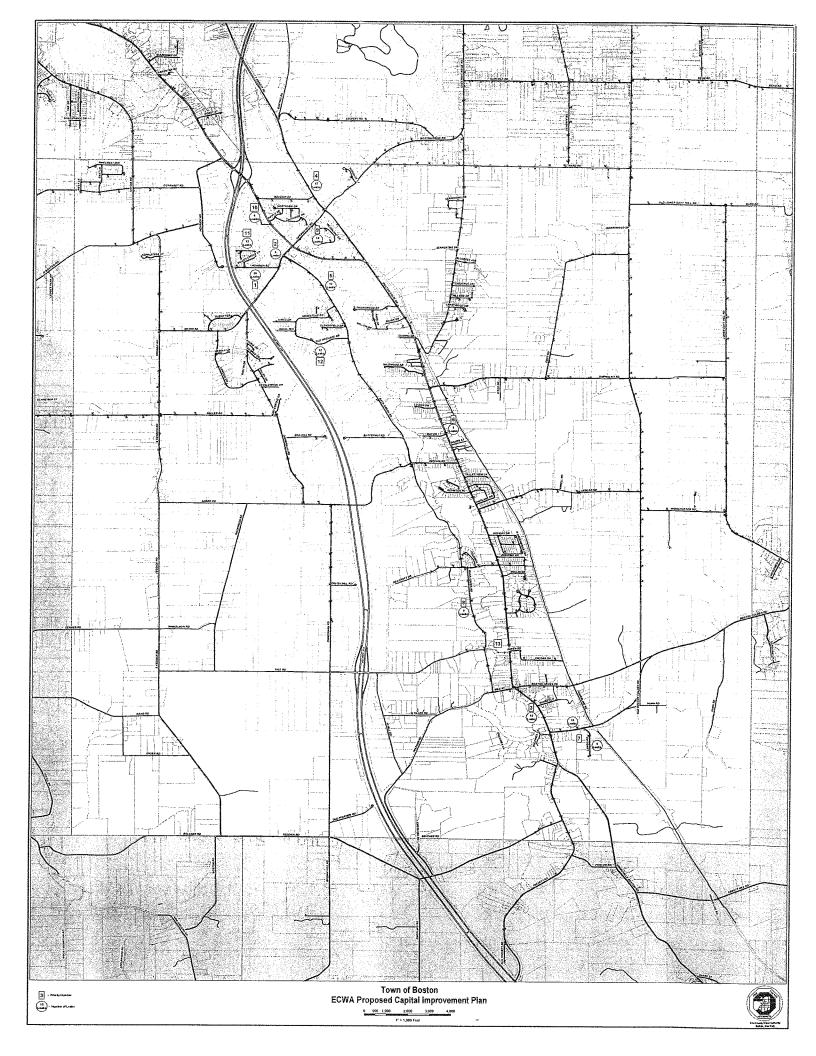
J. Catanzaro

M. McAuley

BOTN-326-9302-F

ECWA PROPOSED CAPITAL IMPROVEMENT PLAN FOR TOWN WATER DISTRICTS FOR 2020/2021

	Priority	Location	Recommendation	Initial Year of Recommendation
	1.	Heinrich Road From Rt. 219 to Zimmerman Road	Replace 2,010 LF of 12" main	2019
I	2.	Zimmerman Rd. Heinrich Road to Boston State Road	Replace 1,250 LF of 12" main	2012
G	3.	Boston State Road Boston Cross Road to Boston Colden Road	Replace 2,730 LF of 12" main	2020
	4.	South Abbott Road Herman Hill Road to Orchard Park Town Line	Replace 2,725 LF of 8" main	2013
M	5.	Back Creek Road Zimmerman Road to Cloverfield Drive	Replace 4,500 LF of 8" main	2020
E	6.	Boston State Road Ludon Drive to Patchin Road	Replace 2,850 LF of 12" main	2016
D	7.	Boston Colden Road & Lango Road	Replace 3,335 LF of 8" & 6" main	2016
	8.	Back Creek Road Hillcroft Road to Rice Road	Replace 4,135 LF of 8" main	2020
U	9.	Herman Hill Road Boston State Road to South Abbott Road	Replace 2,230 LF of 8" main	2008
M	10.	Boston State Road Meadow Drive to Ripple Drive	Replace 1,145 LF of 12" main	2016
L	11.	Valley Circle Lane	Replace 2,555 LF of 6" main	2019
0	12.	Old Orchard Drive Back Creek Road to Johns Terrace	Replace 2,815 LF of 6" main	2020
W	13.	Eighteen Mile Creek Crossing From Boston State Road & Aspen Drive to Back Creek Road at Rice Road	Abandon 8" watermain under creek	2008





Summer Concert Series

June 25, 2020

Allison Koczur Town of Boston

Event Coordinator
8500 Boston State Rd.,
Boston, NY 14025
Cell: (716) 538-0148
Office: (716) 941-6518
events@townofboston.com

To the Town Board,

After much consideration, and subsequently putting this off as long as possible, it is my recommendation to cancel the July portion of the Summer Concert Series.

Due to the current States of Emergencies in the State, County and Town, I believe it is in the best interest of residents as well as band members that we cancel the July concerts.

I would like to re-evaluate, by the July 15th Town Board meeting, to see if August will be possible. If not, we will do what we can to plan a large event for Labor Day (to encompass the cancelling of so many Town events.)

Thank you for your time and consideration. Stay safe and healthy!

Kindest regards,

Allison Koczur,

Town of Boston Event Coordinator

lijon Koczur



LEGAL NOTICE TOWN OF BOSTON PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing shall be held by the Town Board of the Town of Boston on July 1, 2020, at 7:30 PM, to be conducted remotely through the use of telephone conference pursuant to Governor Cuomo's Executive Order 202.2 as extended by Executive Order 202.38, to consider the application from Beverly Marcy for a Special Use Permit for a proposed horse barn located at 7199 Lower East Hill Road.

At this hearing, all parties in attendance through the telephone conference will be heard for or against said Special Use Permit, and any written comments on the Special Use Permit received in the Town Clerk's Office by 4:00 p.m. on July 1, 2020 will be read aloud during the public hearing.

Dated: June 17, 2020 Published: June 26, 2020 BY ORDER OF THE TOWN BOARD Sandra L. Quinlan Town Clerk

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

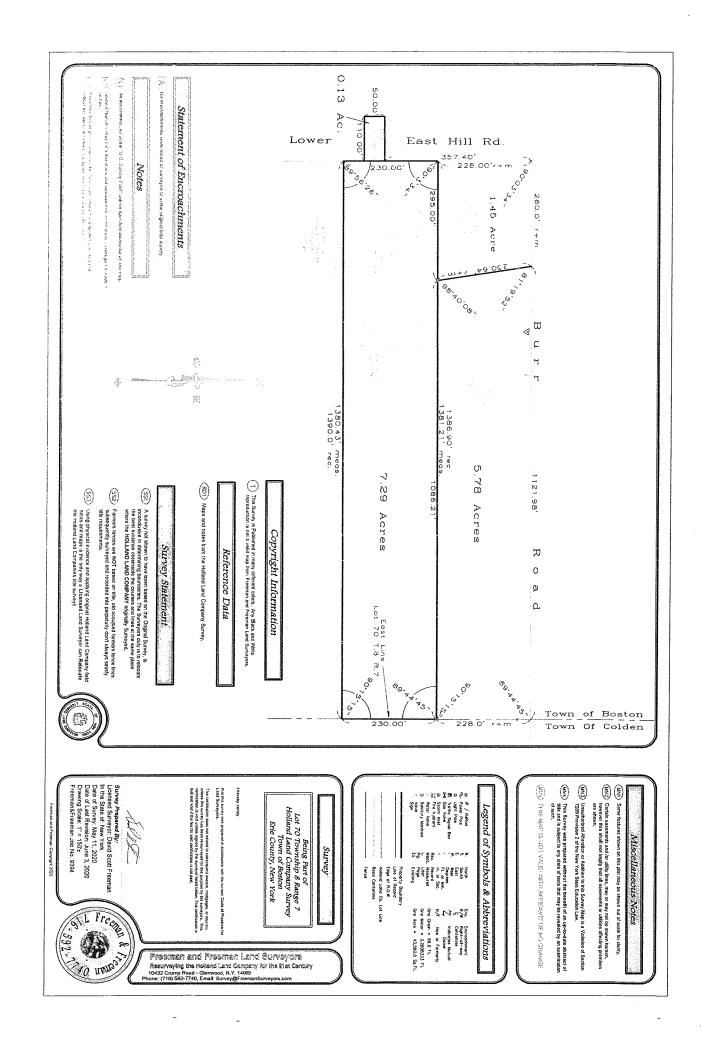
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Special Permit for Horses - 7199 Lower East Hill Road, Colden NY 14033			
Project Location (describe, and attach a location map):	- Constant of the state of the		
7199 Lower East Hill Road, Colden NY 14033 Survey of property submitted			
Brief Description of Proposed Action:			
I would like to obtain a special permit to allow horses to live on my property.			
Name of Applicant or Sponsor:	Telephone: 716 - 870 - 88	870	
Beverly Marcy (homeowner)	E-Mail: b3mlandsman@g	gmail.com	
Address:	Annua Company		
7199 Lower East Hill Road			
City/PO:	State:	Zip Code:	
Colden	NY	14033	
 Does the proposed action only involve the legislative adoption of a plan, local administrative rule, or regulation? 	al law, ordinance,	NO 3	YES
If Yes, attach a narrative description of the intent of the proposed action and the e		nat 🗸	
may be affected in the municipality and proceed to Part 2. If no, continue to ques			
2. Does the proposed action require a permit, approval or funding from any oth. If Yes, list agency(s) name and permit or approval:	er government Agency?	NO Y	YES
77 7 65; 115t agency(5) mane and permit of approvar.		✓	
3. a. Total acreage of the site of the proposed action?	7.29 acres		
b. Total acreage to be physically disturbed?	approx 3 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	7.29 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercia	al 🔲 Residential (subur	rban)	
Forest Agriculture Aquatic Other(Spec	cify):		
Parkland			
r ariand			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?		V	1
b. Consistent with the adopted comprehensive plan?		V	<u> </u>
		NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		1.0	1
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES
If Yes, identify:			
		✓	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
b. Are public transportation services available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		✓	
9. Does the proposed action meet or exceed the state energy code requirements?		NO	YES
If the proposed action will exceed requirements, describe design features and technologies:			
		\checkmark	
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No. describe method for providing potable water:			
			V
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:	\		
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site. or district		NO	YES
which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the			123
State Register of Historic Places?		\checkmark	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for		√	
archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	'		L
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		√	믬
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:		√]	
	- [

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional		
☐Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?	V	
16. Is the project site located in the 100-year flood plan?	NO	YES
		123
	V	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,		
a. Will storm water discharges flow to adjacent properties?		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	V	
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:		
	✓	Ш
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
management facility? If Yes, describe:		
77 7 605, decerios.	V	П
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:		
		Ш
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE	ST OF	
MY KNOWLEDGE	31 Or	
Applicant/sponsor/name: Beverly Marcy Date: 5/29/2020		
Signature: Beverly Marcy Title: Landowner		
organice.		





MEMORANDUM

To:

Supervisor Keding

Town Board Members

From: William Ferguson, Code Enforcement Officer

Date: June 24, 2020

Re: 7199 Lower East Hill Road

This department has no objection to granting Ms. Marcy a second accessory building to stable horses. The accessory size and location meet the requirements of the Town of Boston Zoning Code.

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

BOSTON TOWN CLERK

2000 JUN 23 PM 12: 10

Town of Boston,

East Hill Road. I currently have one out-building that is a 1 car garage (detached). I wish to build a barn like structure to house horses on my property.

Dincerely,

Beverly Marcu





MEMORANDUM

To:

Supervisor Keding

Town Board Members

From: William Ferguson, Code Enforcement Officer

Date: June 16, 2020

Re:

7847 Back Creek Road

This department has no objection to granting Mr. Flattery a second accessory building for storage. The accessory building size and location meet the requirements of the Boston Zoning Code.

TOWN HALL (716) 941-6113 Fax (716) 941-6116 TO Whom IT MAY CONCERN

I, Michael FLATTERY Request.

PERMISSION TO BULLO A BLOCK

GARAGE ON MY PROPERTY AT

7847 BACK CREEK R.O. FOR The

USE OF STORAGE. THANK YOU

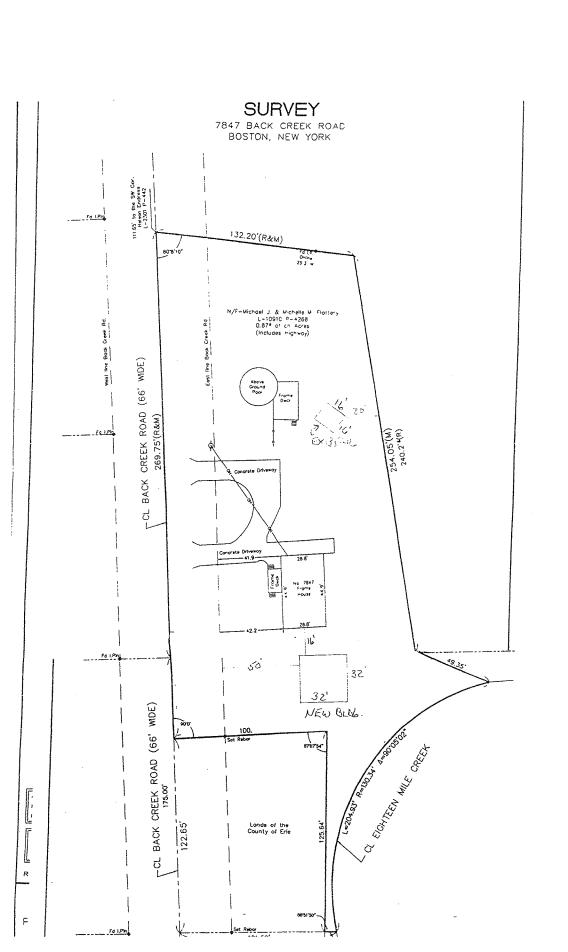
MICHAEL J FLATTERY

NUMBER J FLATTERY

NUMBER OF STORAGE CALL

No. 100

_



RECEIVED TOWN OF BOSTON BOSTON TOWN CLERK

APPLICATION FOR USE OF FACILITY

2020 AN 24 PM 12: 12 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 HUMNAVA Name of person responsible for facilities Title Klariation Supervisor Applicant Address Applicant Daytime Phone # # Of Attendees: \ 5pm-Dust Weeknights DrimeWedlends-gam-Dusk Type of Event You Date(s) Requested* Set Upaccess to equipment Storage Take Down none 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) South Boston Park Shelter Boston Town Park Town Hall Community Room w/ Kitchen And Bathroom Facilities And Bathroom Facilities Small Shelter North Boston Park Fields Town Fields WILL YOUR EVENT HAVE ANY OF THE FOLLOWING: (Check all that apply) Parade - Who will provide traffic control? (Submit proof in writing from that agency at time of application) Parking - Please submit parking Plan: (This must be approved by Park's Superintendent (over 50) before submittal to Town Clerk with application) Rides (Certificate of Insurance from your insurance company must be submitted 1 week before use begins) 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) Vendors - Please submit Layout (This must be approved by Park's Superintendent before submittal to

Town Clerk with application)

(over 5)

		. *	ļ
Alcoholic Beverages:	Are you serving alcohol?	Yes _X_No	
(IF SERVING ALCOHOL, CHECK ALL	Are you having a Private Party?	Yes _ No	
that apply)	Are you having a Public Special Ever	at? Yes KNo	
PLEASE NOTE:	ALL parties must submit a Certificate of Public Special Events serving alcohol multicense I week before your event.	of Insurance 1 week before your event. ust also submit a copy of your NYS Lique	or
	ou must list the Town of Boston as add Insurance. Your insurance agent can b		
	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	
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	picked up on the business day before t irst business day immediately followi		
TOWN OF BOSTON PRO	OPERTIES ARE SMOKE FREE		
the Emergency Squad Bldg,	<u>GN</u> : If your organization needs to use the "Request to use Coming Events Parks Dept. This form can be obtain	Sign" application must be completed	and
Requests may be submitted af	ter September 1st the year before your	event.	
that I will be responsible for a Clerk all Certificates of Insura	will be properly cleaned to the best of n ny damages caused to any of the facilit ance and NYS Liquor License if necess ationed sporting leagues and there are n	ies or grounds. I will submit to the To ary at least 1 week prior to my event.	own
SIGNATURE OF APPLIC	CANT: Joshua D.	Hand	
	Moening D'	14.16	
Upon Completion, please s	ubmit to Town Clark		1
********	**************************	**************************************	
FEE REC'D(dat	APPROVED/DENIED : te)	(date)	
Revised 1/2020			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2020

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)

tins certificate does not comer rights to	the t	Jei Lii	icate noider in neu or suci					
PRODUCER				CONTACT Christoph	er Ross			
The Evans Agency, LLC				PHONE (A/C, No, Ext): (716) 5- E-MAIL Cross@ev	49-3500	FAX (A/C, No):	(716) 9	26-8690
One Grimsby Drive				E-MAIL cross@ev	ansagencyins			
Suite 200				1	011050401 4 5501			
Hamburg			NY 14075		k Municipal Ins	RDING COVERAGE Reciprocal		NAIC#
INSURED				INSURER B:				
Village Of Hamburg, Hamburg \	/olunt	eer Fi	re Department Etal.	INSURER C :				
100 Main Street				INSURER D :				
				INSURER E :				
Hamburg			NY 14075	INSURER F:				
COVERAGES CER	TIFIC	ATE	NUMBER: 19-20 Master	[MOOKEKT .		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF I	NSUF	RANCE	LISTED BELOW HAVE BEEN	ISSUED TO THE INSU	RED NAMED A	BOVE FOR THE POLICY PER	NOD	
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI	NT, TI HE IN:	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRACT OR OTHER POLICIES DESCRIBE	DOCUMENT NO SERVICE SE	MITH RESPECT TO WHICH T	HIS	
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CLAIMS-MADE OCCUR						PREMISES (Ea occurrence)	\$ 100,	
A -	Y		MPLVHAMB001	00/01/2010	00/04/0000	MED EXP (Any one person)	\$ 5,00	
	'		WIFEVHAIVIBOUT	09/01/2019	09/01/2020	PERSONAL & ADV INJURY	Ψ	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		0,000
POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,00	0,000
OTHER:						001101150	\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS			MCAVHAMB001	09/01/2019	09/01/2020	BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$	
UMBRELLA LIAB OCCUR			•			EACH OCCURRENCE	\$ 5,000	0,000
A X EXCESS LIAB CLAIMS-MADE			MECVHAMB001	09/01/2019	09/01/2020	AGGREGATE	\$ 10,00	00,000
DED RETENTION \$							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					,	PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below					Ì	E.L. DISEASE - POLICY LIMIT	\$	
·		ļ						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 10	01, Additional Remarks Schedule, i	may be attached if more sp	ace is required)			
The certificate holder is included as additional in:	sured	on th	e General Liability, as require	d per written and execu	uted contract			
CERTIFICATE HOLDER				CANCELLATION			***************************************	
				DANGELLATION			****	
				SHOULD ANY OF TH	HE ABOVE DES	SCRIBED POLICIES BE CAN	CELLED	BEFORE
						, NOTICE WILL BE DELIVER	ED IN	į
Town of Boston				ACCORDANCE WIT	n inc POLICY	FRUVISIONS.		
8500 Boston State Road			ŀ	AUTHORIZED REPRESEN	TATIVE			
Boston			NY 14025		/2	a K Willem		l
		0 010111111111111111		(a)		CORD CORPORATION	A 22	

TOWN OF BOSTON APPLICATION FOR USE OF FACILITY

JUN 16 2020

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

***Application, ed and submitted	fees, plans, layouts and any add at time of application. Must b	itional proof from other agencies must be complet- be a Boston Resident to request use. ***
Name/Organizat	ion Lacey mcMaho	Date 6 / 15/2020
Name of person r Title	esponsible for facilities Lacey	nemalion
Applicant Addres	s 5450 creekside crt	Hamburg, NY 14075
Applicant Daytin	ne Phone #	# Of Attendees: 60 wh
Date(s) Requested Set Up <u>I pm</u> Sporting Leagues	$1* \frac{7-25-2020}{\text{Take Dov}}$ Tin Take Dove 3—Please attach Schedule	ne 1 pm Type of Event Birthday wn 7 pm Party
Certificate of Inst	urance from your organization must b	oe submitted at least 1 week before your 1st sporting event
PI6	ease confirm that your dates do	not conflict with any Sporting Leagues
	Baseball—Josh Haeick 649 Soccer—Jessica Blesy 809-012	-6170 Football—Nick Jagow 725-9680 l or Liz Cylka 319-8542
, THE UNDERSI	GNED, REQUEST PERMISSION	N TO USE THE FOLLOWING: (check all that apply)
Town Hall	on Park Shelter Community Room w/ Kitchen room Facilities	Boston Town Park Lions Shelter And Bathroom Facilities Small Shelter
North Bost	on Park Fields	Town Fields
WILL YOUR EVE	NT HAVE ANY OF THE FOLLO	OWING: (Check all that apply)
Parade	- Who will provide traffic control	ol?(Submit proof in writing from that agency at time of application)
Parking (over 50)	- Please submit parking Plan:	(This must be approved by Park's Superintendent before submittal to Town Clerk with application)
Rides	(Certificate of Insurance from your ins	surance company must be submitted 1 week before use begins)
Fireworks	(Certificate of Insurance from Firework	k Vendor must be submitted I week before your event)
	-Who will provide Fire Stand By	(Submit proof in writing from that agency at time of application)
Vendors (over 5)		st be approved by Park's Superintendent before submittal to Clerk with application)

Alcoholic Beverages:	Are you serving alcohol?	·····)	Ves	No	
(IF SERVING ALCOHOL, CHECK ALL	Are you having a Private Party?		∠Yes ∠Yes	No	
THAT APPLY)	Are you having a Public Special Ever	nt?	Yes	No	
PLEASE NOTE:	ALL parties must submit a Certificate of Public Special Events serving alcohol m License 1 week before your event.	of Insurance nust also sub	1 week bel mit a copy	fore your event. of your NYS Liqu	ıor
Certificates of Insurance: Ye must be on the Certificate of of Liability amounts needed:	ou must list the Town of Boston as add Insurance. Your insurance agent can l	itionally ins nelp you wi	rured and t th this. T	he dates of the e he following is a	vent a list
	Private Party (Host Liquor)	\$ 500,00	0		
	Public Special Event (Liquor Legal)				
	Ride Vendor	\$1,000,00	0		
	Fireworks	\$1,000,00			
	Sporting Leagues	\$1,000,00	0		
FEES: A \$75 Maintena cover the cost of bathroom su	nce Fee must be included with this applies, final clean up and administrative	application. e costs.	These fur	nds will be utiliz	ed to
	picked up on the business day before t		d event ar	nd should be	
reimmea (ne)	first business day immediately following	ng.			
TOWN OF BOSTON PR	OPERTIES ARE SMOKE FREE				
the Emergency Squad Bldg,	<u>GN</u> : If your organization needs to use the "Request to use Coming Events Parks Dept. This form can be obtain	Sign" appli	cation mu	ist be completed	and
Requests may be submitted at	fter September 1st the year before your	event.			
that I will be responsible for a Clerk all Certificates of Insura	will be properly cleaned to the best of m ny damages caused to any of the faciliti unce and NYS Liquor License if necessantioned sporting leagues and there are n	ies or groun arv at least	ids . I will I week pri	submit to the To	าพท
	, in the second of the second				
SIGNATURE OF APPLIC	CANT	3			
Upon Completion, please s	ubmit to Town Clerk				
********************	************	*****	*****	*****	
FEE REC'D(dat	APPROVED/DENIED:		(4)		
(uai	~)		(date)		
Revised 1/2020					THE PARTY OF THE P





June 25, 2020

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

Town Board Members,

The Zoning Board of Appeals, in executive session on June 24, 2020 by motion made recommendation to the Town Board for the appointment of Katharine Praczkajlo as Chairman of the Zoning Board of Appeals.

Thank you for your consideration.

Sincerely,

Dawn Boncal

Secretary to the Boards

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

TOWN OF BOSTON - RESOLUTION NO. 2020-43

AUTHORIZING UPGRADE TO KEY FOB SECURITY SOFTWARE

WHEREAS, the Town of Boston's current system used to create key fob's for the Town Hall security system is not supported by Windows 10 operating system; and

WHEREAS, the Town has been transitioning to new computers with Windows 10 due to Windows 7 no longer being supported by Microsoft; and

WHEREAS, the Town has received a quote from Amherst Alarm, the current alarm company, to upgrade to their newer Connect ONE web-based software to create key fob's, run reports, and pull information from the security system; and

WHEREAS, the cost of the new system will be \$67/month or the equivalent of \$804 per year for the next 3 years; and

WHEREAS, the Town Board believes it would be in the best interests of the Town of Boston to implement the new software as soon as possible as no key fob's can currently be created and no access reports run;

NOW THEREFORE BE IT

RESOLVED, that the Town of Boston authorizes the Supervisor to enter into an agreement with Amherst Alarm, Inc., for implementation of the Connect ONE web-based key fob software.

On July 1, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	10	Abs	tain	Abs	sent
Councilmember Cartechine	I]	-	1	-	1	1	1
Councilmember Lucachik	[]		1	Ī	ĺ	Ì	ĺ
Councilmember Martin	[]	Ī	Ĩ	i	ĺ	Ì	ĺ
Councilmember Selby	[1	Ī	ĺ	Ì	ĺ	Ì	ĺ
Supervisor Keding	[j	Ī	j	İ	ĺ	Ī	j

Sandra L. Quinlan, Town Clerk

2361 Wehrle Drive, Amherst, NY 14221

716-632-4600

Fax: 716-632-1156

Connect ONE Agreement

SUBSCRIBER:

PREMISES:

Co./Resid.: Town of Boston	Co./Resid.: Town of Boston
Address: 8500 Boston State Road	Address: 8500 Boston State Road
City/State/Zip: Boston, NY 14025	City/State/Zip: Boston, NY 14025
Phone: 716-941-6518	Phone: 716-941-6518
Fax:	Fax:
Email: supervisorsoffice@townofboston.com	Email: supervisorsoffice@townofboston.com
This agreement by and between Amherst Alarm,	Inc. (hereinafter referred to as "Company")
and Town of Boston	(hereinafter referred to as "Subscriber".)
The parties hereto agree that:	
1. Company agrees to sell an Internet Hosted End-User Mai	nagement Interface, presently called Connect ONE, to an Electronic Security
System at Subscriber's premises and to provide the services	s specified herein pursuant to the terms hereof.
2. SCHEDULE OF SERVICES: Remote Access, Data St	orage & Backup Company Subscriber (Initials)
Other:	CompanySubscriber (Initials)
3. SERVICE CHARGES. Subscriber agrees to pay Compa	ny:
The sum of \$ \$67.00 , plus tax, per month pay	able annually in advance for the services selected on the Schedule
of Services for the term of this agreement commencing, and	continuing monthly thereafter, all payments being due on the first of the month.
4. TERM OF AGREEMENT: RENEWALS/ INCREASES OF	MONTHLY CHARGE: The term of this agreement shall be for a period of three years
and shall automatically renew month to month thereafter und	der the same terms and conditions, unless either party gives written notice
to the other by certified mail, return receipt requested, of the	r intention not to renew the contract at least 30 days prior to the expiration of
any term. After the expiration of one year from the date here	of Company shall be permitted from time to time to increase its charge under the
contract by an amount not to exceed nine percent each year	and Subscriber agrees to pay such increase as invoiced.
5. SYSTEM OPERATION AND LIMITATIONS: Electronic se	ecurity equipment shall be connected to Subscriber's computer network and have
a outgoing connection to the Internet. Company shall store a	nd or backup data received from Subscriber's system for a period of one year.
Company shall have no liability for data corruption or inability	to retrieve data even if caused by Company's negligence.
Subscriber's data shall be maintained confidential and shall	pe retrieved and released only to Subscriber or upon Subscriber's
authorization or by legal process. Internet access is not prov	ided by Company and Company has no responsibility for such access
or IP address service. Company shall have no liability for ur	authorized access to the system through the internet or other communication
networks or data corruption or loss for any reason whatsoev	er.
6. ADMINISTRATION: Company maintains the data base fo	r the operation of the Electronic Security System. Company shall have
remote internet access to the Subscriber's security control e	quipment to program and make data base updates to the system. Subscriber is
responsible for maintaining its computer network and interne	t access.
CREDIT INVESTIGATION: Subscriber and any guarantor	authorize Company to conduct credit investigations to determine Subscriber's
and guarantor's credit worthiness.	
8. SUBSCRIBER'S CARE OF EQUIPMENT: REPAIRS AND	ADDITIONS: Subscriber agrees not to tamper with, remove or otherwise interfere
with the system. The equipment shall remain in the same lo	cation as installed and Subscriber agrees to bear the cost of repairs,replacement,
relocation or additions to the system made necessary as a re	sult of any painting, alteration, remodeling or damage, including damage caused
by unauthorized intrusion to the premises, lightning or electri	cal surge.
9. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND IN	TERNET SERVICE: Subscriber agrees to furnish, at Subscriber's
expense, all 110 Volt AC power and electrical outlets and rec	reptacles, internet access, high speed broadband cable or DSL services
and IP Address, telephone hook-ups, RJ31 Block or equivale	ent, as deemed necessary by Company in its sole discretion and to notify
Company of any change in such service.	
DELAY IN INSTALLATION: Company shall not be liable	for any damage or loss sustained by Subscriber as a result of delay in
installation of equipment, equipment failure, or for interruption	of service due to electric failure, strikes, walk-outs, war, acts of God, or other
causes,including Company's negligence in the performance	of this agreement, and Subscriber shall not be relieved from payments due
under this agreement for such period.	

11. TESTING OF SYSTEM: The parties hereto agree that the system, once installed, is in the exclusive possession and control of Subscriber, and it is Subscriber's sole responsibility to test the operation of the system and to notify Company if any equipment is in need of repair. Company shall not be required to service the system unless it has received notice from Subscriber and all Subscriber payments are current, and upon such notice, and provided Subscriber is not in default of this agreement, Company shall during the warranty period service the system to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4:30 p.m. Subscriber agrees to test and inspect the system immediately upon completion of installation and to advise Company in writing within three days after installation of any defect, error or omission in the system. In the event Subscriber complies with the terms of this agreement and Company fails to repair the system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice

Company	Initials	
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2361 Wehrle Drive, Amherst, NY 1422;

716-632-4600 Fax: 716-632-1156

Connect ONE Agreement

SUBSCRIBER:

PREMISES:

Co./Resid.: Town of Boston Co./Resid.: Town of Boston

Address: 8500 Boston State Road Address: 8500 Boston State Road

that the system is in need of repair to Company, in writing, by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the security system remains inoperable. In any lawsuit between the parties in which the condition or operation of the equipment is in issue, Subscriber shall be precluded from raising the issue that the equipment was not operating unless Subscriber can produce a post office certified or registered receipt signed by Company, evidencing that service was requested by Subscriber.

- 12. SUBSCRIBER RESTORES EQUIPMENT: Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the system. Notwithstanding the condition of Subscriber's premises, or Company's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.
- 13. INSURANCE: Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Company is named as additional insured, and under which the insurer agrees to indemnify and hold Company harmless from and against all costs, expenses including attorneys fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Company's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. Company shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured.
- 14. ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS: Subscriber shall not be permitted to assign this agreement without written consent of Company. Any such assignment without Company's prior approval shall be deemed a breach of this agreement. Company shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Company or Company's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of Company.
- **15. INDEMNITY:** Subscriber agrees to and shall indemnify and hold harmless Company, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.
- **16. DELETE PROGRAMMING:** Upon termination of this agreement Company shall be permitted to remotely or at the premises delete programming and Company shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Subscriber shall remain liable for all payments called for herein for the remaining balance of the contract term.
- 17. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by Company the payments to be made by Subscriber for the term of this agreement are an integral part of Company's anticipated profits, and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate Company's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to Company 80% of the balance due for the full term of this agreement as liquidated damages and Company shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, in the event of Subscriber's breach of this agreement Company may, at its option, either remove its equipment or deem same sold to Subscriber for 80 % the amount specified as the value of the equipment. The parties waive trial by jury in any action between them. In any action commenced by Company against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against Company must be commenced within one year of the accrual of the cause of action or

shall be barred. All actions or proceedings against Company must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Company in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Should Company prevail in any litigation between the parties including arbitration, Subscriber shall pay Company's legal fees.

Subscriber submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York and in the County where Company's principal place of business is located.

Any service of process or apers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement.

- 18. ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to Company any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon Company because of this agreement. Should Company be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Company for such service or material.
- 19. ADDITIONAL EQUIPMENT REQUIRED BY LAW: Should Company be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Company for such service or material.
- 20. COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company, and that Company shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints Company to act as Subscriber's agent with respect to such third parties, except that Company shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of Company.

Company Initials	Page 2 of 3	Subscriber Initials
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2361 Wehrle Drive, Amherst, NY 14221

716-632-4600

Fax: 716-632-1156

Connect ONE Agreement

SUBSCRIBER:

Co./Resid.: Town of Boston
Address: 8500 Boston State Road

PREMISES:

Co./Resid.: Town of Boston

Address: 8500 Boston State Road

- 21. NO WARRANTIES OR REPRESENTATIONS: Subscriber's EXCLUSIVE REMEDY: Company does not represent nor warrant that the system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the system will in all cases provide the protection or service for which it is installed or intended. Subscriber acknowledges that Company is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. Company has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Company's default hereunder is to require Company to repair or replace, at Company's option, any equipment or part of the system which is non-operational.
- 22. EXCULPATORY CLAUSE: Subscriber agrees that Company is not an insurer and no insurance coverage is offered herein. The equipment is designed to reduce certain risks of loss, though Company does not guarantee that no loss will occur. Company is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Company's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases Company from any claims for contribution, indemnity or subrogation.
- 23. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of Company as a result of Company's negligent performance to any degree, failure to perform any of Company's obligations, equipment failure or strict products liability, that Company's liability shall be limited to the sum of three times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase Company's maximum amount of Company's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with Company's increased liability. This shall not be construed as insurance coverage.
- 24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Company assigned by Company to perform any service for or on behalf of Subscriber for a period of two years after Company has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Company shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with Company, times twelve, together with Company's counsel and expert witness fees.
- 25. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants Company a security interest in Subscriber's accounts receivable, inventory and equipment located at premises where the equipment is installed by Company and Company is authorized to file a financing statement.
- 26. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties,. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. This contract shall be governed by the laws of the State of New York. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

THIS AGREEMENT SHALL BE BINDING UPON THE COMPANY UNLESS DISAPPROVED IN WRITING BY AN OFFICER OF THE COMPANY GIVEN TO THE SUBSCRIBER WITHIN 14 DAYS AFTER THE TRANSACTION DATE.

IN THE EVENT OF DISAPPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ARE INCORPORATED HEREIN, AND BY REFERENCE MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, AND RECEIPT OF COPY OF THIS AGREEMENT.

THE INDIVIDUAL SIGNING ON BEHALF OF SUBSCRIBER REPRESENTS AND WARRANTS THAT HE OR SHE IS A REPRESENTATIVE OF SUBSCRIBER DULY AUTHORIZED BY SUBSCRIBER TO SIGNIFY SUBSCRIBER'S ASSET TO THIS AGREEMENT.

Company:	Date:	Subscriber:	Date:	
Sign:	A MARKAN AND AND AND AND AND AND AND AND AND A	Sign:		
Print: Dave Charvat		Print:		
Subscriber agrees to ha	ave its credit card automatically	charged for all charges under	this contract.	
Credit Card #:				
Security Code:				
Expiration Date:				
Card Type:				
Cardholder;s Name:				
	(As it appears on the card)	*************************************		

Company I	nitials	

TOWN OF BOSTON - RESOLUTION NO. 2020- 44

HUMAN RESOURCES CONSULTANT

WHEREAS, the Town of Boston, like all employers, must navigate an increasingly complex world of human resources, payroll, employee benefits, and compliance issues; and

WHEREAS, the Town desires to supplement its human resources management capabilities without the added cost of additional employees; and

WHEREAS, EBC, Inc, has presented a proposal for human capital management services that includes consultation and assistance in the areas of employment law compliance, development of job descriptions, employee handbook updates, employee trainings, and general human resources consulting for a fee of \$125 per week (\$6,500 annually), without a long-term contractual commitment; and

WHEREAS, these human capital management services would supplement the payroll processing, time clock, and payroll tax services that EBC, Inc., and its related companies already provide to the Town on a contract basis;

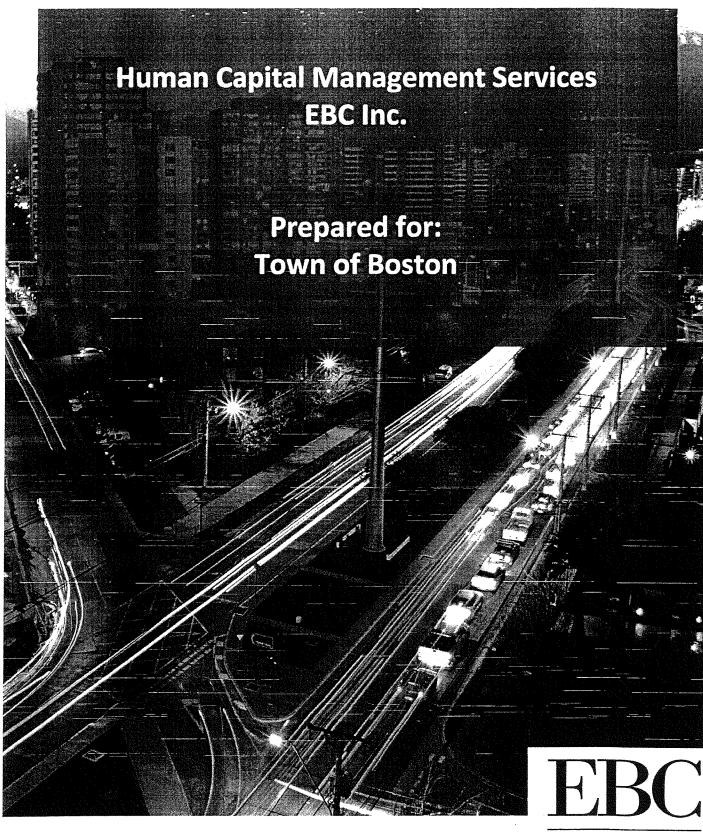
NOW THEREFORE BE IT

RESOLVED, that the Town Board hereby authorizes the Town Supervisor to enter into an agreement with EBC, Inc., for human capital management services as outlined in EBC, Inc.'s proposal, at a cost to the Town of \$125 per week.

On July 1, 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	[]	I]	ſ		I	1
Councilmember Lucachik	[1	ſ	1	Ī	Ī	Ī	í
Councilmember Martin	ĺ	1	Ī	ĺ	Ì	ĺ	Ì	í
Councilmember Selby	Ī	1	Ī	ĺ	Ī	ĺ	Ì	i
Supervisor Keding	Ī	ĺ	Ì	ĺ	Ì	1	ĺ	i

Sandra L. Quinlan, Town Clerk



PAYROLL . HR SERVICES

Executive Summary

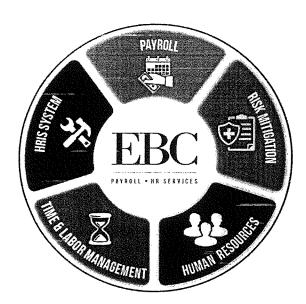
About EBC

Maintaining the myriad aspects of payroll and HR management can be a challenge for any company. Our mission at EBC is to assist organizations to maximize their investment in their human capital, contain costs, minimize employer-related risk, and relieve the administrative burden of activities related to human capital. Our highly accomplished team covers the spectrum of HR disciplines, employee benefits, and payroll. We come from a variety of business backgrounds and consistently strive to remain ahead of industry trends to ensure we can effectively address even the most unique or complex set of needs.

Our Value Proposition

At EBC, we pride ourselves not only on our ability to offer innovative solutions to meet our client's needs, but also on our timely, personalized service. EBC has a reputation for excellence in the products and services we offer. We provide a full range of services including HR, safety, time and labor management, HRIS solutions, and payroll.

We are dedicated to providing creative, practical and relevant human resources services and solutions to organizations, leaders, and employees. The end goal is to make organizations and individuals more successful. Our consultants are available as either your complete HR department or as a trusted resource for you or your staff to call upon to answer employment-related questions.





Human Resource Management

Human resources are a vital aspect of any organization and we know that HR personnel can become inundated by laws and regulations as they work to establish HR policies and procedures. EBC is dedicated to offering solutions for your organization's human resources challenges. As a company that prides itself on intellectual capital and innovation, we can assist not only in solving problems on the spot, but define issues and create processes to avoid future recurrences. Our philosophy is to provide a comprehensive, wide range of services to all our clients. We offer various levels of service to fit your company's needs. As part of our service, an HR Advisor will conduct an HR Audit, to establish a baseline for your current HR function and make recommendations for best practices.

Onsite HR Services

With our HR Program, your company can virtually outsource its HR department. We are committed to compliance to help your business stay current on important annual requirements, as well as ever-changing legal updates. In addition, our experienced and certified HR Professionals will assess current HR practices and work with you to address your business-specific questions and needs including:

HR Assessment: An HR Advisor will conduct an internal assessment of your current HR practices to identify potential non-compliance and determine where correction is needed. The assessment will include topics such as, recruitment strategies, job descriptions, employee trainings, performance appraisals, employee exemption status, benefits, and termination procedures.

Compliance Documentation: We will provide you with updated employment law postings (up to ten (10) employment posters per year), as well as reminders about year-end and other important compliance deadlines. If you would like to purchase additional employment posters, you may purchase through EBC at a discounted rate.

- I-9 Audit: We will conduct an internal audit of your current forms and develop a plan to bring the company's procedure into compliance. This may include meeting with employees.
- Wage Theft Prevention Notices: We will assist with your process of providing Wage forms to your new hires and when there is a pay rate change, so you may comply with New York State's Wage Theft Prevention Act. We will also conduct an audit of your current forms.
- **COBRA Basic Compliance:** We will provide you with assistance on developing the Initial COBRA Notice and for a Notice for Qualified Events.

Job Descriptions: We will assist with the creation of ADA and Exempt Tested Job Descriptions

New Hire Packet: Work with one of our HR professionals in developing your customized hiring forms.

FLSA Compliance: We will review all wage and hour related topics and internal procedures

Document Customization: Our HR advisors will create and/or customize your HR documents, and review for potential compliance concerns. These items may include applications, termination letters, job offer letters, etc

Employee Termination Assistance: We will assist with making recommendations for proper termination procedures.



Onsite Safety Services: Onsite safety services include Safety Audit, Safety Scorecard and creation of a documented safety plan. Onsite Safety Training is billed at a rate of \$135/hr.

ThinkHR Support Center: ThinkHR Live, provides you a team of HR experts standing by to answer your questions or provide advice. You also have access to ThinkHR Comply, an online resource center for all of your workforce questions and issues, and to ThinkHR Learn, an online training platform to develop employees and help ensure compliance.

Sexual Harassment Compliance: Our team will ensure your written sexual harassment policy is in compliance with NYS law. We can also conduct the required annual harassment prevention training for all employees. In the event of an employee complaint, our team will work with your management team to investigate the complaint and develop a strategy for implementing corrective action where appropriate.

Periodic Newsletter: The newsletter will provide alerts and updates to help you stay current.

Employee Handbook: The employee handbook is a valuable tool management can use to communicate the company's values, background, policies, procedures, and benefits to employees. It is also a way to protect the company against claims. We will work with your team to create an employee handbook that is customized to the specific needs and philosophies of your management team and employees. In any year we work on the employee handbook as a project, this will be considered one of your two major projects.

On-Boarding and Counseling: Information and tools to support your recruiting, retention and termination specific to the needs of your company. We can assist the leadership team in the evaluation of employees and with sensitive corrective actions and/or terminations.

Employee Trainings: We can deliver ongoing management HR workshops to develop and grow managers. Training topics may include examples such as:

- Sexual Harassment (Including Other Forms of Harassment)
- Business Ethics
- Disciplinary Procedure Process
- Manager/Supervisor Development
- Customer Service Skills

Audit of HR Benefits Compliance: Review your benefit offerings and documentation as it pertains to Health Care Reform, as well as employee retention strategies

Audit of Employee Files: Review of employee files to determine the preferred method of storage for various employee documents. Recommendations on retention and updates to files.

Guidance and support from our HR advisors on major projects annually, such as: Total Compensation Strategy; Performance Review Workshop; Job Description Workshop; Employee Handbook; Hiring Practices Workshop; Audit Readiness; Review classifications of employees

HR Consulting:

Ongoing Consulting Support- A team of professionals to discuss your day-to-day human resource challenges. We will
develop a partnership with the management team to develop HR skills and knowledge in order to improve the HR
policies, procedures, and overall culture.



Employee Handbook

The employee handbook is a valuable tool management can use to communicate the company's values, background, policies, procedures, and benefits to employees. It is also a way to protect the company against claims. We will work with your team to create an employee handbook that is customized to the specific needs and philosophies of your management team and employees.

In-office Meeting to review current policies and practices:

At this meeting, we would discuss current policies and practices at the company, as well as new policies you would like to document. We will work from an outline to discuss topics to be included in the handbook.

Write draft document and review with relevant parties:

We will partner with you to develop the handbook and consider how your policies will shape your company culture.

Present a final draft and assist you in developing a plan for rollout:

Whether you prefer to distribute your employee handbook via electronic means or paper, we can assist with the rollout to your employees

Services Proposed:

Human Capital Management Proposal	
Onsite HR –	
 SHRM Certified HR Professionals Legal Document Review and Preparation THINKHR online training platform In person, telephonic and email support Termination assistance Culture Shaping 	Bundled pricing \$125.00 weekly (\$6,500 Annually)

Approved and Accepted by $_$		
Date		



Summary Page

At EBC, we work to manage all of your human capital activities. From the ever-changing HR compliance provisions and payroll functions, to the complex world of safety; we will act as your trusted advisor to develop an innovative, comprehensive employee management strategy specific to your company's goals and objectives.

EBC is built upon a tradition of integrity, industry leadership, and excellence. We are committed to delivering tailored solutions with thoughtful strategic planning, valuable professional services, and technology-based solutions that result in sustained employee satisfaction.

Regardless of which option is selected, EBC and the client would establish on-site and off-site expectations. EBC is committed to providing as much on-site support and management as needed, ensuring cohesive communication and working relationship with both management and employee.

We are pleased to have had the opportunity to submit this proposal for consideration. We believe strongly that the concerns that were provided to our firm throughout this process have been solved with our combined proposal of services inclusive of onsite HR, Safety, HRIS, and payroll.

Let us do what we do best... So you can do what you do best.



301 Ohio Street Suite 250 Buffalo, NY 14204 Phone: 716.674.7900



TOWN OF BOSTON - RESOLUTION NO. 2020 - 45

AUTHORIZING DISPOSAL OF SURPLUS EQUIPMENT

WHEREAS, the Town of Boston purchased new computers, audio systems, and other office equipment over the last few years without taking action to dispose of some of the old equipment; and

WHEREAS, the attached list of equipment is no longer in use by the Town Hall; and

WHEREAS, the Town would like to try to re-coup some value from these assets, wherever possible;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby marks all items on the attached list as surplus inventory to be removed from the capital asset and inventory listings; and

IT IS FURTHER RESOLVED, that the Town Board authorizes disposal of these assets through sales, auction, scrap metal, certified destruction (hard drives), or garbage in accordance with the capital asset policy, data destruction policy, and in the manner that will best benefit the town while also not compromising any safeguarded data.

On July 1, 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	I	1	I	1	I	1	ſ	1
Councilmember Lucachik	[1	Ī	Ī	j	ĺ	ì	í
Councilmember Martin	Ĩ	ĺ	Ì	1	i	î	Ì	1
Councilmember Selby	Ì	ĺ	Ì	i	Ì	ĺ	I]
Supervisor Keding	[ĺ	ĺ	ĺ	Ì	ĺ	Ī	j

Sandra L. Quinlan, Town Clerk

Department	Item Marked for Disposal	Serial #	Asset Tag #
Buildings	Avaya Phone System - including 16 phones	13N551209390	n/a
	(1) Bookkeeper	14WZ041702AH	
	(2) Assessor	14WZ041703PK	
	(2) Code Enforcement	14WZ041703RQ	
	(2) Justice	14WZ041702TN	
	(1) Mail Room	14WZ041703NM	
	(1) Planning and Engineering	14WZ041703UD	
	(2) Supervisor	14WZ041702LE	
	(4) Town Clerk	14WZ041702TN	
	(1) Highway	14WZ096703UQ	
		14WZ041703H6	
		14WZ041703RW	
		14WZ041703TR	
		14WZ041703HK	
		14WZ041703SY	
		14WZ041703T2	
Justice	Voice Processor (Dictaphone 3750)	DEP0000352	n/a
Justice	Feedback Controller (Polyfusion 755)	51532	n/a
Justice	Microphone Mixer (Biamp - 30534 Advantage)	B182237	n/a
Justice	Mixer/Amplifier (Biamp Precedence CMA30)	30534	n/a
Justice	Digital Recording Deck (Quantum)	HB2REGD / RD00609381966	n/a
Justice	6 Speakers from Courtroom	n/a	n/a
Justice	42 Wooden Chairs from Court Room Audience	n/a	n/a
Justice	Filing Cabinet: Letter Size Black 4-Door (Hon)	n/a	12173
Justice	Filing Cabinet: Legal Size Black 4-Door (Hon)	n/a	n/a
		X15-53895	*NYS Court system
Justice	Desktop	Product Key 00186-065-383-487	authorizes disposal
Justice	Hard Drive	WCC2EV048404	
Justice	Hard Drive	WCAV3A446242	*NYS Court system
Justice	Hard Drive	WCAV3A446204	authorizes disposal
Town Clerk	Computer Tower (HP Compag dx3200)	MXM74802DW	n/a
Town Clerk	Computer Tower (HP Compag)	MXD6040434	n/a
Town Clerk	Computer Tower (HP Compaq)- For DECALS	MXL6490C3H	n/a
Town Clerk	Computer Tower (HP Compaq dc 7800)	2UAB131G2G	n/a
Town Clerk	Hard Drive - from Desktop	PVD301Z9RG2MPK	n/a
Town Clerk	Hard Drive - from Desktop	5LAMFKD1	n/a
Town Clerk	Hard Drive - from DECALS Computer	WMAM9FF88495	n/a
Town Clerk	Hard Drive - from Desktop	5RW2MYPA	n/a
Supervisor	Computer Tower	489162001	n/a
Supervisor	Hard Drive - from Desktop	3JT42V58	n/a
Highway	Laptop	(01) 0789834890344	
Highway	Hard Drive - from Laptop	NN4TT3C13YV8	n/a n/a
Planning Board Room	Computer Tower (HP Pavilion)	MX304A2480	
Planning Board Room	Hard Drive - from Desktop	WMAA51943073	n/a n/a
	Hom Desktop	AA (AI VUO) T 3430 1.2	11/ d