

AGENDA
REGULAR MEETING (Held remotely by Conference Call) - TOWN OF BOSTON
August 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 from 7/15/2020
2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Letter from Bread of Life Outreach
2. 2021 Budget Prep Information

ITEM NO. IV NEW BUSINESS

1. 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. Use of Facility – Boys & Girls Club of Boston, Bobby Wellington – Graduation Party
3. Use of Facility – N.E.S.T. (Northeast Southtowns) – Household Hazardous Waste Collection
4. Resolution 2020-47 – Adoption of the NYS Archives Records Retention and Disposition Schedule LGS-1
5. Resolution 2020-48 – Town of Boston Drainage Plan

ITEM NO. V OLD BUSINESS

1. Resolution 2020-44 – Human Resources Consultant

ITEM NO. VI REPORTS AND PRESENTATIONS

1. Supervisor
2. Town Clerk
3. Highway Superintendent
4. Councilmembers
5. Code Enforcement Officer

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: Deputy Supervisor Richard Hawkins, Attorney for the Town Costello, and Deputy Town Clerk Lois Jackson.

Regular business:

A motion was made by Councilman Cartechine and was seconded by Councilwoman Lucachik to accept the minutes of the July 1, 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 Martin and was seconded by Councilwoman Selby, upon review by the Town Board, that fund bills in the amount of \$159,865.17 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 Charter Communications/Spectrum regarding pricing changes.

Letter from Colden Trail Riders Snowmobile Club regarding a SEQR determination letter for snowmobile trails within the Town of Boston.

Supervisor Keding also stated that Code Enforcement Office Ferguson did send a letter to Colden Trail Riders Snowmobile Club.

Notification from the Planning Board of cancellation of July 14, 2020 meeting.

June 2020 Income Statement.

Notification Regarding Summer Concert Series for August has been canceled.

DRAFT

New business:

Supervisor Keding stated the floor is open for public comment.

There was no comment from the public.

Supervisor Keding stated the floor is closed.

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin to approve the Use of Facility application from Maureen and Shawn Geary for a graduation party on July 24, 2020, 2:00 pm - 9:00 pm, Lions Shelter and bathroom facilities. Conditional approval as limited to fifty people based on the state guidelines.

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 Supervisor Keding,

**RESOLUTION 2020-46 AUTHORIZING SETTLEMENT OF REAL PROPERTY
TAX LAW ARTICLE 7 PROCEEDING BY MARK A. AND KRISTEN M. O'DELL**

The Town Board of the Town of Boston hereby authorizes the Assessor and Attorney for the Town to execute all documents necessary to settle this litigation.

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 June 2020 report has been submitted to the Supervisor's office.

Our office is open to conducting business with residents by calling and making an appointment, we are here to assist.

DRAFT

Councilwoman Martin reported on the following:

Nothing to report.

Councilwoman Lucachik reported on the following:

Met with resident regarding Spectrum placement of pole and underground work, information was not received by the resident from the Town, County, or Spectrum. Glad to be part of the discussion and the result.

Councilman Cartechine reported on the following:

Hope that the North Boston Gala was successful. It was missed that this year it was not an in person event. Congratulations to the winners.

Councilwoman Selby reported on the following:

On a committee for Hamburg Schools and reopening, transportation, facilities, and lunch program. Planning for in classroom and virtual learning, administrators are working hard to get a plan in place.

Supervisor Keding reported on the following:

Will have meeting with Hamburg Schools Superintendent on Monday.
When the certification for the elevator is received the Town Hall will begin to reopen, appointment based, masks will be mandatory, social distancing.
Plan for late July or early August.
New playground equipment has been installed at South Boston Park.
State of Emergency Order has been renewed for the Town of Boston for another 30 days, can be rescinded at any time. State of Emergency is still in effect for Erie County and the State of New York.

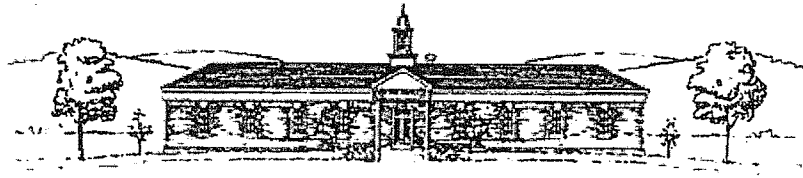
A motion was made by Supervisor Keding and was seconded by Councilman Cartechine to adjourn the meeting at 7:53 p.m.

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 OF BOSTON

Town Board Meeting Date: August 5, 2020

		<u>Total Amount</u>
Abstract #1 – 2020 Payables	Journal #AP-2134	\$ 127,167.67
Total Payables Dues		\$ 127,167.67

Breakout by Fund:

General (A) Fund:	\$ 112,002.93
Highway (DB) Fund:	\$ 10,785.52
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ 579.22
Refuse & Garbage (SG) Fund:	\$ -
Water (H) Funds:	\$ 3,800.00
Trust & Agency (TA):	\$ -

Total Payables submitted for approval:	\$ 127,167.67
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TOWN HALL, 8500 BOSTON STATE ROAD, BOSTON, NEW YORK 14025
PHONE: (716) 941-6113 FAX: (716) 941-6116 TDD: 1-800-662-1220

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

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

August 5, 2020 - ABSTRACT

Town of Boston Journal Proof Report Fiscal Year: 2020

Created By: epericak

Journal Number: AP - 2134 Account#	Journal Desc: AP Batch 29	Account Description	Trans Description	Date	Journal Date: 8/5/2020 Reference	Account Period: 8 - Aug	Credit	Status: Currently Active
						Debit		ENCLIQ Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	8/5/2020	Fund A00 AP Account		\$0.00	\$112,002.93	\$0.00 77
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2020- 05-01 May 2020 Justice Court Funds to State/County	8/5/2020	Vendor#: 178		\$3,238.00	\$0.00	\$0.00 54
A00-1010-4000-0000	TOWN BD-CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863		\$19.00	\$0.00	\$0.00 71
A00-1010-4000-0000	TOWN BD-CONTR	The Buffalo News 147125 AD ID #1579548 - Legal Notice - Town Board Public Hearing - Special Use Permit	8/5/2020	Vendor#: 1671		\$80.00	\$0.00	\$0.00 4
A00-1110-2000-0000	JUSTICE - EQUIP	Commissioner of Taxation and Finance JCAP 2019-20 Return Excess Funds from JCAP Grant 2019-20	8/5/2020	Vendor#: 1917		\$37.45	\$0.00	\$0.00 39
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863		\$21.99	\$0.00	\$0.00 70
A00-1220-0400-0000	SUPERVISOR- CONTR	Jason Keding 7/23/20 Reimb. Association of E.C. Govt July Meeting	8/5/2020	Vendor#: 1568		\$25.00	\$0.00	\$0.00 52
A00-1320-0402-0000	SPECIAL AUDITS	Drescher & Malecki LLP 2007006 Accounting Services 6/15/20 - 7/12/20 (Dept. Audits; JE & Bank Rec Review)	8/5/2020	Vendor#: 1747		\$1,112.50	\$0.00	\$0.00 32
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2007006 Accounting Services 6/15/20 - 7/12/20 (Dept. Audits; JE & Bank Rec Review)	8/5/2020	Vendor#: 1747		\$150.00	\$0.00	\$0.00 33
A00-1355-0401-0000	ASSESSOR- CONTR	The Buffalo News 147145 AD ID #1581307 - Legal Notice of Final Assessment Roll 2020	8/5/2020	Vendor#: 1671		\$58.00	\$0.00	\$0.00 5
A00-1355-0401-0000	ASSESSOR- CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863		\$55.00	\$0.00	\$0.00 74
A00-1440-0400-0000	ENGINEER- CONTR	Clarke Patterson Lee 69916 Project #15257.00 Boiler Replacement - Through 6/19/20	8/5/2020	Vendor#: 1918		\$314.70	\$0.00	\$0.00 43
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 124570 Project No. 2192675 - Pre- Renovation ACM Inspection (for Elevator) 3/21/20 - 6/19/20	8/5/2020	Vendor#: 1901		\$838.40	\$0.00	\$0.00 14
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 124300 Project No. 2190908.014 - National Grid SWPPP Review	8/5/2020	Vendor#: 1901		\$840.00	\$0.00	\$0.00 23

Town of Boston
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Fiscal Year: 2020

Journal Number: AP - 2134		Journal Desc: AP Batch 29		Journal Date: 8/5/2020		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 124299 Project No. 2190909.013 - National Fuel SWPPP Review	8/5/2020	Vendor#: 1901	\$400.00	\$0.00	\$0.00	24	
A00-1620-0200-0000	BUILDINGS- EQUIP	Trason Development Corp. Payment No. 4 Elevator Modernization Project - Payment No. 4	8/5/2020	Vendor#: 1946	\$68,828.02	\$0.00	\$0.00	59	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4056397923 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	\$103.68	\$0.00	\$0.00	62	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 167842 Parks Acct 1480 - Grl Wheel (bought for Bigs)	8/5/2020	Vendor#: 24	\$8.98	\$0.00	\$0.00	63	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. 167841 Buildings Acct. 1475 - Painters Tape for re-opening (COVID cost)	8/5/2020	Vendor#: 24	\$3.79	\$0.00	\$0.00	64	
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863	\$33.38	\$0.00	\$0.00	69	
A00-1620-0400-0000	BUILDINGS- CONTR	Vasplan, LLC 87518 July 2020 Billing - VOIP Phone System	8/5/2020	Vendor#: 1947	\$500.00	\$0.00	\$0.00	45	
A00-1620-0400-0000	BUILDINGS- CONTR	Vasplan, LLC 87517 May & June 2020 Billing - VOIP Phone System	8/5/2020	Vendor#: 1947	\$500.00	\$0.00	\$0.00	46	
A00-1620-0400-0000	BUILDINGS- CONTR	Vasplan, LLC 87517 May & June 2020 Billing - VOIP Phone System	8/5/2020	Vendor#: 1947	\$500.00	\$0.00	\$0.00	47	
A00-1620-0400-0000	BUILDINGS- CONTR	Anherst Alarm, Inc. 388054 Upgrade of Alarm System to Connect One (Res. #2020-43 / P.O. # 583)	8/5/2020	Vendor#: 1892	\$899.00	\$0.00	\$0.00	50	
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 14075 (14074) Pest Control - Town Hall	8/5/2020	Vendor#: 1811	\$55.00	\$0.00	\$0.00	21	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4055830032 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	\$103.68	\$0.00	\$0.00	17	
A00-1620-0400-0000	BUILDINGS- CONTR	Liberty Janitorial 071820 Strip, Wax, and Buff Town Hall Floors for Preservation (PO #584)	8/5/2020	Vendor#: 1878	\$2,250.00	\$0.00	\$0.00	6	
A00-1620-0400-0000	BUILDINGS- CONTR	Liberty Janitorial 071820 Strip, Wax, and Buff Town Hall Floors for Preservation (PO #584)	8/5/2020	Vendor#: 1878	\$685.00	\$0.00	\$0.00	7	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY Q2 2020 - Acct. #12810500-5 Acct. #12810500-5 - Town Hall (April - June 2020)	8/5/2020	Vendor#: 96	\$50.28	\$0.00	\$0.00	10	
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863	\$7.79	\$0.00	\$0.00	73	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 712020 - Acct. #1003- 3567-107 Acct. #1003-3567-107 - Boys & Girls Club (2964 kwh)	8/5/2020	Vendor#: 37	\$471.21	\$0.00	\$0.00	19	

**Town of Boston
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Fiscal Year: 2020**

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Journal Number: AP - 2134 Account#	Journal Desc: AP Batch 29 Account Description	Trans Description	Date	Journal Date: 8/5/2020 Reference	Account Period: 8 - Aug Debit	Credit	Status: Currently Active ENCLOSURE Seq #
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	ERIE COUNTY WATER AUTHORITY Q2 2020 - Accl. #60550160-9 Accl. #60550160-9 - Boys & Girls Club (April - June 2020)	8/5/2020	Vendor#: 96	\$50.28	\$0.00	\$0.00 13
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	TIME WARNER CABLE B&G 7/20 - Accl. #202-898242602-001 Boys & Girls Club - Phone, TV, Internet 7/19/20 - 8/18/20	8/5/2020	Vendor#: 1242	\$190.04	\$0.00	\$0.00 43
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	Certified Pest Solutions 14074 (14073) Pest Control - Highway Garage	8/5/2020	Vendor#: 1811	\$55.00	\$0.00	\$0.00 20
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 14006 (14063) Pest Control - Trooper Barracks	8/5/2020	Vendor#: 1811	\$55.00	\$0.00	\$0.00 22
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4055830032 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	\$105.35	\$0.00	\$0.00 16
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4056397923 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	\$105.35	\$0.00	\$0.00 61
A00-1650-0200-0000	CENTR COMM- EQUIP	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863	\$215.95	\$0.00	\$0.00 72
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863	\$57.98	\$0.00	\$0.00 75
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Quadrant Finance USA, Inc. 7/24/20. Accl. #7900 0440 8021 9839 - Postage Balance	8/5/2020	Vendor#: 1943	\$500.00	\$0.00	\$0.00 67
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc, Inc. IN3885797 Xerox Copier Lease 6/24/20 - 7/23/20	8/5/2020	Vendor#: 1787	\$50.64	\$0.00	\$0.00 58
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	SANDRA L. QUINLAN 7/9/2020 Reimb. Reimb. for Priority Mail to NYSDOC	8/5/2020	Vendor#: 1437	\$7.75	\$0.00	\$0.00 38
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT	CONNIE D. MINER August 2020 August 2020 - Grant Writing Services	8/5/2020	Vendor#: 69	\$1,250.00	\$0.00	\$0.00 57
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/2020 - Accl. #1001- 9307-286 Accl. #1001-9307-286 - Boston Golden Signal (10 kwh)	8/5/2020	Vendor#: 37	\$18.67	\$0.00	\$0.00 34
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/2020 - Accl. #1001- 9309-037 Accl. #1001-9309-037 - Boston State Signal (59 kwh)	8/5/2020	Vendor#: 37	\$24.32	\$0.00	\$0.00 35
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/2020 - Accl. #1001- 9308-690 Accl. #1001-9308-690 - Boston Cross Signal (250 kwh)	8/5/2020	Vendor#: 37	\$45.64	\$0.00	\$0.00 36
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Visa 2622 - July 2020 July 2020 Visa Bill - Battery Backup, Toner, Envelopes, Laminator Sheets, Lysol Spray, GoToMeeting, SCAR Training	8/5/2020	Vendor#: 1863	\$225.93	\$0.00	\$0.00 68

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

Created By: epericak

Journal Number: AP - 2134		Journal Desc: AP Batch 29		Status: Currently Active					
Account#	Account Description	Trans Description	Date	Reference	Journal Date: 8/5/2020	Account Period: 8 - Aug		ENCL	Seq #
						Debit	Credit		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4056397923 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	8/5/2020	\$56.46	\$0.00	\$0.00	60
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4055829078 Uniforms for Highway Dept.	8/5/2020	Vendor#: 1758	8/5/2020	\$37.84	\$0.00	\$0.00	30
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4056395987 Uniforms for Highway Dept.	8/5/2020	Vendor#: 1758	8/5/2020	\$37.84	\$0.00	\$0.00	40
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4055830032 Mats, & Supplies - All Buildings	8/5/2020	Vendor#: 1758	8/5/2020	\$56.46	\$0.00	\$0.00	15
A00-5132-0400-0000	GARAGE-CONTR	ERIE COUNTY WATER AUTHORITY Q2 2020 - Accl. #70542520-4 Accl. #70542520-4 - Highway (April - June 2020)	8/5/2020	Vendor#: 96	8/5/2020	\$315.09	\$0.00	\$0.00	8
A00-7110-0201-0000	EQUIPMENT	MIRACLE RECREATION 824738 Installation of South Boston Playground (DASNY Grant) - Res. #2019-51 / P.O. #551	8/5/2020	Vendor#: 1091	8/5/2020	\$21,744.00	\$0.00	\$0.00	25
A00-7110-0400-0000	PARKS- CONTR	PIONEER MANUFACTURING COMPANY INV758607 Account #709469 - White Aerosol paint for baseball fields	8/5/2020	Vendor#: 1358	8/5/2020	\$190.50	\$0.00	\$0.00	29
A00-7110-0400-0000	PARKS- CONTR	ERIE COUNTY WATER AUTHORITY Q2 2020 - Accl. #60646667-8 Accl. #60646667-8 - N. Boston Park *Seasonal Account* (April - June 2020)	8/5/2020	Vendor#: 96	8/5/2020	\$50.28	\$0.00	\$0.00	11
A00-7110-0400-0000	PARKS- CONTR	ERIE COUNTY WATER AUTHORITY Q2 2020 - Accl. #60646577-7 Accl. #60646577-7 - Town Hall Park *Seasonal Account* (April - June 2020)	8/5/2020	Vendor#: 96	8/5/2020	\$49.58	\$0.00	\$0.00	12
A00-7110-0400-0000	PARKS- CONTR	NYSEG 7/2020 - Accl. #1001-6047-333 Accl. #1001-6047-333 - Town Park (690 kwh)	8/5/2020	Vendor#: 37	8/5/2020	\$98.78	\$0.00	\$0.00	44
A00-7110-0400-0000	PARKS- CONTR	Certified Pest Solutions 14184 (14249) Emergency Call - Yellow Jacket Removal - Snack Shack	8/5/2020	Vendor#: 1811	8/5/2020	\$175.00	\$0.00	\$0.00	51
A00-7110-0400-0000	PARKS- CONTR	NYSEG 7/2020 - Accl. #1001-1771-929 Accl. #1001-1771-929 - Athletic Field (60 kwh)	8/5/2020	Vendor#: 37	8/5/2020	\$24.44	\$0.00	\$0.00	53
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 520239 Employees Funded Supplemental Health Ins. - July 2020	8/5/2020	Vendor#: 1887	8/5/2020	\$413.88	\$0.00	\$0.00	55
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 202070002364 Health Insurance Premiums - 8/1/20 - 8/31/20	8/5/2020	Vendor#: 1378	8/5/2020	\$3,574.05	\$0.00	\$0.00	65
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 207328 HRA Admin Fee 8/1/20 - 8/31/20	8/5/2020	Vendor#: 1376	8/5/2020	\$40.98	\$0.00	\$0.00	3
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	8/5/2020	Fund DB0 AP Account	8/5/2020	\$0.00	\$10,785.52	\$0.00	76

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

Created By: epericak

Journal Number: AP - 2134		Journal Desc: AP Batch 29		Account Description		Date	Journal Date: 8/5/2020		Account Period: 8 - Aug		Status: Currently Active	
Account#				Trans Description			Reference		Debit	Credit	ENCLIQ	Seq #
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR			GERNATT ASPHALT PRODUCTS, INC. 31001368MB - 2" Scr Gravel 304.15 TP4		8/5/2020	Vendor#: 212		\$379.76	\$0.00	\$0.00	26
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR			GERNATT ASPHALT PRODUCTS, INC. 82003500MB 403.19 Type7E2 Top & 403.13 Type 3 Blinder - Paving & Drainage Materials		8/5/2020	Vendor#: 212		\$989.19	\$0.00	\$0.00	27
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL			CERTIFIED LABORATORIES 7018424 Oil Analysis, Diesel Fuel Sample Mailer Kit, Diesel Fuel Testing		8/5/2020	Vendor#: 1229		\$1,101.64	\$0.00	\$0.00	41
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE			GERNATT ASPHALT PRODUCTS, INC. 82003500MB 403.19 Type7E2 Top & 403.13 Type 3 Blinder - Paving & Drainage Materials		8/5/2020	Vendor#: 212		\$1,735.63	\$0.00	\$0.00	28
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			PRAXAIR DISTRIBUTION INC. 97884541 Acetylene & Oxygen Cylinders 6/20/20 - 7/20/20		8/5/2020	Vendor#: 1039		\$100.13	\$0.00	\$0.00	42
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			J & J INDUSTRIAL SUPPLIES LLC PHS020913 Cable Ties and Tek Screws		8/5/2020	Vendor#: 1051		\$21.22	\$0.00	\$0.00	31
DB0-5140-0400-0000	MISC BRUSH & WEEDS- CONTRACTUAL			David Witkowski 2020 Boots 2020 Boot Allowance		8/5/2020	Vendor#: 1789		\$161.96	\$0.00	\$0.00	1
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE			HEALTHNOW ADMIN SERVICES 207328 HRA Admin Fee 8/1/20 - 8/31/20		8/5/2020	Vendor#: 1376		\$47.81	\$0.00	\$0.00	2
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE			Allac 520239 Employee Funded Supplemental Health Ins. - July 2020		8/5/2020	Vendor#: 1887		\$379.18	\$0.00	\$0.00	56
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE			BLUECROSS BLUESHIELD OF WNY 202070002364 Health Insurance Premiums - 8/1/20 - 8/31/20		8/5/2020	Vendor#: 1378		\$5,869.00	\$0.00	\$0.00	66
HA0-0600-0000-0000	ACCOUNTS PAYABLE			Fund HA0 AP Account		8/5/2020	Fund HA0 AP Account		\$0.00	\$3,800.00	\$0.00	79
HA0-8340-0400-0000	CONTRACTUAL			VACINEK HEATING & ROOFING, INC 38682 Replacement of Metal Pump House Roof - H2O Disl. 1 (P.O. #581)		8/5/2020	Vendor#: 1563		\$3,800.00	\$0.00	\$0.00	37
SM0-0600-0000-0000	ACCOUNTS PAYABLE			Fund SM0 AP Account		8/5/2020	Fund SM0 AP Account		\$0.00	\$579.22	\$0.00	78
SM0-4540-0400-0000	CONTRACTUAL			ERIE COUNTY WATER AUTHORITY 02 2020 - Acct. #12810600-7 Acct. #12810600-7 - Boston EMS (April - June 2020)		8/5/2020	Vendor#: 96		\$195.81	\$0.00	\$0.00	9
SM0-4540-0400-0000	CONTRACTUAL			NYSEG 7/2020 - Acct. #1001-6047-341 Acct. #1001-6047-341 - Boston EMS Building (1896 kwh)		8/5/2020	Vendor#: 37		\$292.41	\$0.00	\$0.00	18
SM0-4540-0400-0000	CONTRACTUAL			HEALTHWORKS-WNY LLP 457246 Boston EMS - Physicals, Respirator & TB Tests 7/16/20		8/5/2020	Vendor#: 1499		\$91.00	\$0.00	\$0.00	49

August 5, 2020 - ABSTRACT

Town of Boston
Journal Proof Report
Fiscal Year: 2020

Created By: epericak

Journal Number: AP - 2134 Journal Desc: AP Batch 29 Journal Date: 8/5/2020 Account Period: 8 - Aug Status: Currently Active ENCLIQ Seq #

Account# Account Description Trans Description Date No Errors Debit Credit ENCLIQ Seq #

Total Number of 79 Transactions								
AP - 2134 Summary By Fund Number								
Fund	Debit	Credit	ENCLIQ					
A00	\$112,002.93	\$112,002.93	\$0.00					
D80	\$10,785.52	\$10,785.52	\$0.00					
HA0	\$3,800.00	\$3,800.00	\$0.00					
SM0	\$579.22	\$579.22	\$0.00					
Total	\$127,167.67	\$127,167.67	\$0.00					

JUN 23 4:51:07



BREAD OF LIFE OUTREACH CENTER

PO BOX 113*8745 SUPERVISOR AVE * COLDEN, NEW YORK 14033

June 18, 2020

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

Dear Friends,

Thank you for your continued and generous support of the Bread of Life Outreach. We are currently serving many families in the community who have been impacted by COVID-19. Your generous gift of \$1000 received in tax year 2020 will be used to cover operational costs of the site as well as purchasing goods to be distributed through the various ministries.

The Bread of Life Outreach is funded through the generosity of donors, fund raising and our volunteers who donate their time and talent. Thank you so much for your prayers and continued support especially during this time of severe need.

Our prayers are with you and your families – Stay safe and healthy.

Sincerely,

Linda A. Rainforth, Communication Director
& the Bread Outreach Center Team

Note: The Bread of Life Outreach is a qualified charitable organization under 501 (c) (3) of the Internal Revenue Code. In accordance with IRS guidelines, this is to state that the Bread of Life Outreach did not provide any goods or services in consideration for your contribution.

CONTACT: (716) 941-3550 email: breadoflifeoutreach@gmail.com



WEBSITE: www.breadoflifecolden.org



Dear Jason,

I wanted to personally thank you
for the towns support of the Road
of Life Outreach Center. I apologize for
the delay... no excuses just fell off
my plate. Please know it is greatly
appreciated... especially now with the
demand for services ever expanding.

Most gratefully, _____

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITIES

RECEIVED
BOSTON TOWN CLERK

This Application is subject to Approval by the Town Board **2020 JUL 14 AM 11:39**
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 BOBBY WELLINGTON (BEC OF BOSTON) Date 7 / 13 / 2020

Name of person responsible for facilities BOBBY WELLINGTON
Title UNIT DIRECTOR

Applicant Address 8550 BOSTON ST ROAD

Applicant Daytime Phone # _____ # Of Attendees: APP. 45

Date(s) Requested* SUNDAY AUG 9 Time 12pm - 9pm Type of Event GRAB PARTY
Set Up 12pm Take Down 9pm
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 Cyika 319-8542

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 Lions Shelter And Bathroom Facilities
<input type="checkbox"/> Town Hall Community Room w/ Kitchen And Bathroom Facilities	<input type="checkbox"/> Small Shelter
<input type="checkbox"/> North Boston Park Fields	<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?
Are you having a Private Party?
Are you having a Public Special Event?

☐ Yes ☒ No
☒ Yes ☐ No
☐ 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.

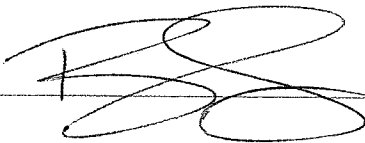
TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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.

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: _____



Upon Completion, please submit to Town Clerk

FEE REC'D 7/31/2020 APPROVED/DENIED : _____
Ch 181 \$75 (date) (date)

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITIES

RECEIVED

BOSTON 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 NORTHEAST SOUTHTOWNS (N.E.S.T.) Date 10 / 31 / 2020

Name of person responsible for facilities JASON KEATING
Title TOWN SUPERVISOR - NEST TREASURER

Applicant Address 8500 BOSTON STATED RD, BOSTON NY 14025

Applicant Daytime Phone # _____ # Of Attendees: _____

Date(s) Requested* OCT 31ST 2020 Time 9AM - 1PM Type of Event HOUSEHOLD HAZARDOUS WASTE COLLECTION
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)
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	-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?
Are you having a Private Party?
Are you having a Public Special Event?

____ Yes X No
____ Yes X No
X 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.

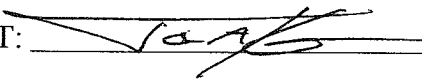
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COMMUNITY EVENTS SIGN: If your organization needs to use the Community Announcement sign near the Emergency Squad Bldg, the "Request to use Coming Events Sign" application must be completed and submitted to the Highway/Parks Dept. This form can be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

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: _____



Upon Completion, please submit to Town Clerk

FEE REC'D _____ APPROVED/DENIED : _____
(date) (date)

TOWN OF BOSTON – RESOLUTION NO. 2020-47

**ADOPTION OF THE NYS ARCHIVES RECORDS
RETENTION AND DISPOSITION SCHEDULE LGS-1**

WHEREAS, The NYS Archives has created a new records retention and disposition schedule called LGS-1. This new schedule will be released on August 1, 2020. All previous local government schedules (CO-2, MU-1, ED-1, and MI-1) will be replaced by the LGS-1 on January 1, 2021.

NOW THEREFORE BE IT

RESOLVED, by the Town Board of the Town of Boston that *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER BE IT RESOLVED, that in accordance with Article 57-A:

(a) only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, after they have met the minimum retention periods described therein;

(b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimal periods.

On August 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	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2020-48

**AUTHORIZING ENGINEERING SERVICES AGREEMENT FOR DEVELOPING
REPORT ON STORMWATER MANAGEMENT, IMPROVEMENTS,
AND IMPLEMENTATION OPTIONS**

WHEREAS, the Town of Boston's unique topography, which includes Eighteen Mile Creek, hills, and various tributary streams, occasions various problems with drainage in the Town that impact properties throughout the Town; and

WHEREAS, these drainage issues are a perennial source of problems and complaints, and might best be addressed through Town action; and

WHEREAS, to develop a plan of action that includes proposed improvements, estimated costs, an analysis of the available methods for funding capital costs, and an evaluation of creating a special district, LaBella Associates, as Town Engineers, has presented the Town with a proposal dated July 16, 2020 to perform an initial study, including field work, and preparation of a report for the Town; and

WHEREAS, this work would be the first step in creating a comprehensive plan of action to make drainage improvements in the Town and therefore is in the best interests of the Town of Boston; and

WHEREAS, funds are available in the drainage contractual budget line (A00-8540-0400) to cover the cost of this work;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to enter into an Agreement with LaBella Associates to perform the work set forth in LaBella's July 16, 2020 proposal, for a fee of \$10,000 plus reimbursable expenses as set forth in that proposal.

On August 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	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

Professional Services Agreement

Agreement made the 16th day of July, 2020
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Boston
("Client")

for services related to the following Project:

**Engineering Services Relating to Stormwater Management,
Improvements and Implementation Options**
Town of Boston
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated July 16, 2020, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.


Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$ _____ or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By:



By:

Name Timothy Webber

Name

Title Director of Civil Engineering

Title

Date: 7/16/2020

Date

Exhibit A
LaBella's Proposal



July 16, 2020

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

**RE: Proposal for Engineering Services Relating to
Stormwater Management, Improvements and Implementation Options
LaBella Proposal No. P2001639**

Dear Supervisor Keding:

LaBella Associates, DPC is pleased to submit this proposal for Engineering Services to assist the Town of Boston in the review of stormwater management and improvements, and the options for implementation. This proposal outlines our understanding of the project and presents our approach, scope of work, anticipated schedule, and associated fees.

Project Description

The Town is generally bisected by Eighteen Mile Creek which flows from south to north between Boston State Road and State Route 219. The watershed for Eighteen Mile Creek (Creek) extends several miles to the south and there are numerous tributaries that flow to the Creek from the hills of Boston both to the east and west of the Creek. The amount of flows carried by the Creek comes with a number of issues that occur seasonally in the spring as well as after significant rain events. The tributaries that flow to the Creek also become inundated during high flow conditions and cause flooding.

Due to several factors, drainage related problems in the Town continue to increase. These factors include the long term accumulation of sediment and growth of plant materials within many of the drainage channels throughout the Town. Many of these channels or tributaries are remote and therefore difficult to maintain. Additionally some of the existing road culverts may be undersized and should be replaced to prevent compromising the integrity of the road system.

In addition Federal and State regulations call for the protection and preservation of wetlands and regulated tributaries thereby discouraging the maintenance of some areas of the watershed. Over time, without periodic maintenance or better control of erosion and siltation, these regulated areas can expand and affect adjoining properties.

LaBella will work with the Town to identify various techniques and implement a plan to help resolve prioritized drainage issues in the Town. A report will be prepared which identifies the problems, presents and recommends solutions and provides an opinion of probable cost to remedy the problems.

As a Municipal Separate Storm Sewer System (MS4) community, this effort will also assist in completing some of the six minimum measures that are required to be addressed annually by the Town.



Approach

LaBella would suggest creating a small committee to review the various options to implement the annual drainage program. These member may include Supervisor, Town Board member, Highway Superintendent, Town Attorney, Planning Board member, Town Assessor and Town Engineer representative.

LaBella will assist in identifying the various techniques to fund the program with options such as a Drainage Improvement Area, Townwide Drainage District or through an annual Town Budget line item. It will be important to identify some of the long and short term needs in the Town so that an annual budget can be established. Once the committee has consensus on a direction to proceed LaBella will be available to present this information to the Town Board.

Below we have outlined some of the more compelling reasons why the Town should move forward with the implementation of a drainage program.

Reasons the Town should be defining a program:

- Facilities require periodic maintenance and repair to manage stormwater runoff appropriately
- Not unique to a particular development or region of Town
- Now left with private owner, ultimately left with a resident – typically unaware, unprepared, unwilling
- When there is a problem the Town gets the call anyways – the public instinctively expects town/county/state to maintain infrastructure that benefits public
- When there is a problem the threat can easily extend to town facilities and to property of other private owners downstream – the effects are not limited to those responsible for maintenance (in fact, those responsible may not be affected at all)
- When there is a problem, the threat also extends to environmental resources (erosion, siltation, flooding)

Why should the Town take the responsibility:

- Either Town or private property owners – private owners have many limitations & not a practical alternative
- Benefit/hazard is not localized – includes those private properties downstream, public facilities and environment
- Threat to public facilities, businesses and environment affect everyone in the town – not just those nearby
- More costly to both manpower and equipment/supplies to handle in crisis situation rather than systematically with a focus on prevention
- Public expectation – will frequently turn into Town handling it to some degree in any event
- Clarity – It can be difficult parsing to distinguish what the Town is responsible for, and what they are not in any given situation although they operate together as a system

Scope of Work

LaBella proposes the following scope of work:

LaBella will prepare a report that outlines and prioritizes drainage improvements to be completed per the committee meetings and field meetings with Town Highway personnel. We will base our findings off of local knowledge of drainage issues as well as our field observances. It would be



recommended that there is a minimum of a three-year plan for the proposed improvements. LaBella will work with the Town to determine the most favorable method to raise the capital cost for the improvements with pros and cons for each method. As previously noted we will assist in identifying the problems, creating solutions and provide an opinion of probable cost to remedy the problems. We will attend two committee meetings and a Town Board meeting as well as spend a full day in the field identifying needed improvements.

There will be a cost estimate of the work to be performed so that appropriate budgets can be established. Depending on the decided approach we can ultimately assist with the formation of a special district through Town Law Article 12, 12A or 12C, although that is not included in this scope of work.

Personnel

LaBella Associates employs a staff of experienced professional and technical personnel to whom specific tasks will be assigned. These individuals have proven professional skills that are well-suited for assisting in the completion of the proposed program. Technical, clerical, and drafting personnel additionally support the project team.

Mr. Michael Simon, will serve as the Project Manager and will be responsible for the successful completion of the project. Mr. Simon is a Certified Professional in Municipal Stormwater Management (CPMSM) and brings over 25 years of municipal design, maintenance, operation and administration experience to the project team. Ms. Rebecca Smith is the Civil Division Leader in our Buffalo office and will serve as the Client Liaison and day to day contact. She brings 16 years of experience and recently worked with the Town on the completion of the updated Zoning Map.

Schedule

Project milestones are listed below based on authorization to proceed.

- | | |
|--|------------|
| • Town Board authorizes LaBella's contract | Week 1 |
| • Kick off meeting with Committee | Week 2-3 |
| • Field meeting with Town representatives | Week 4-5 |
| • Second meeting with Committee | Week 6-7 |
| • Complete Report | Week 8-10 |
| • Present Report to Town Board | Week 11-12 |

Fee

We propose to complete the work as outlined above for the preparation of the Report for a lump sum fee of **\$10,000**.

This fee will not be altered unless mutually agreed upon in writing resulting from a change in the scope of work.

These fees exclude the cost of all reimbursable expenses. Reimbursable expenses would include mileage, tolls, and printing. We recommend establishing a budget of **\$500**.

Expenses

The following items of direct expense will be invoiced as indicated below:

- Automobile travel for personal or company vehicles @ \$0.575 per mile or current IRS reimbursement rate.
- Printing, tolls and mileage.

**Invoices**

Invoices for our services will be issued monthly based on:

- Our estimate of the percentage of work completed plus reimbursable expenses incurred.
- The invoices are to be paid within 45 days of the invoice date.

Excluded Fees and Services

The services listed below are available and have not been included in the scope of work.

- Completion of a Map, Plan and Report for District formation
- Technical design of identified solutions
- Obtaining permits and/or approvals of jurisdictional agencies such as NYS Department of Conservation or US Army Corps of Engineers.
- Outside testing i.e. geotechnical

Acceptance

The "General Conditions for Professional Engineering Services" governing our services are attached to and form part of this Agreement. If the Terms and Conditions of this proposal are acceptable to the Town, please execute one copy of the attached Agreement and return it to our office. This will serve as our Agreement.

We appreciate the opportunity to submit this proposal to the Town and we look forward to the successful completion of the project.

Respectfully submitted,

LaBella Associates

Michael A. Simon
Sr. Project Manager

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict

of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

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 August 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	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

CODE ENFORCEMENT OFFICER - END OF MONTH REPORT

Jun-20

<u>Date</u>	<u>Applicant</u> <u>Building location</u>	<u>Action completed</u>	<u>Permit #</u>	<u>Permit Fee</u>	<u>Structure Value</u>
6/1/2020	6197 Rice Road	Foundation inspection for single family dwelling & attach hed garage			
6/2/2020	Thomas Ricotta 6476 Ludon Drive Joshua Karas 5516 Meadow Drive	Building permit issued for covered porch Building permit issued for above ground pool & deck	30 31	\$90.00 \$150.00	\$20,000 \$7,000
6/3/2020	7523 Valley Circle 5594 Homestead 9349 Smolinski Drive	Final inspection residential addition & attached garage Meet with owner on down spouts Final inspection for single family dwelling & attached garage			
6/8/2020	7763 Wohlhueter Boston Dell 9251 Boston State Road 8647 Park	Foundation inspection for residential addition Check fireworks Final for demolition Framing & final for accessory building			
6/9/2020	Chuck Orlando 9354 Smolinski Kevin Schmitz 8467 Feddick Road Joe Stawisuck 5068 Mayer Road Joe Stanz 5575 Ripple Drive	Building permit issued for single family dwelling & attached garage Building permit issued for pole barn addition Building permit issued for residential addition Building permit for above ground pool	32 33 34 35	\$607.00 \$120.00 \$97.00 \$75.00	\$200,000 \$13,000 \$18,000 \$3,300
6/10/2020	7084 East Lane	Framing & final inspection for wood deck			
6/11/2020	Chris Roth 9080 Zimmerman Road	Building permit issued for pole barn	36	\$135.00	\$27,000
6/12/2020	8043 Back Creek Road	Foundation inspection for residential addition			
6/16/2020	Lynn Matyas 7308 Woodland Drive	Building permit issued for above ground pool	37	\$75.00	\$5,000
6/18/2020	Ashley Karmazyn 7912 Zimmerman Road Gary Larson 8938 Hickory Meadows Justin McCourt 7305 Omphalius	Building permit issued for accessory building Building permit issued for inground pool Permit issued for pole barn	38 39 40	\$50.00 \$150.00 \$90.00	\$1,000 \$37,000 \$8,000
6/22/2020	4800 Keller Road Mayer Zimmerman	Foundation inspection for single family dwelling and attached garage Check for property maintenance Check downed tree			
6/23/2020	William Craig 5485 Allen Drive Robert Pryor 6075 Butternut Road Jeff Fisher 7588 Lower East Hill	Building permit issued for above ground pool Building permit issued for wood deck Building permit issued for solar installation	41 42 43	\$75.00 \$75.00 \$50.00	\$1,500 \$3,000 \$26,000

6/24/2020	8519 Lower East Hill 7660 Endress	Foundation inspection for residential addition Framing & final inspection for wood deck			
6/25/2020	6133 Shero Road Saboda 7287 Omphalius	Final inspection for single family dwelling & attached garage Building permit issued for single dwelling & attached garage	44	\$640.00	\$325,000
6/26/2020	6255 Rice Road	Final inspection for single family dwelling & attached garage			
6/30/2020	Matt Wendling 8350 Boston State Road John Barth	Building permit issued for above ground pool	45	\$75.00	\$2,100
		Building permit issued for above ground pool	46	\$75.00	\$2,500

William Ferguson
Code Officer/Building Inspector