AGENDA

REGULAR MEETING - TOWN OF BOSTON March 17, 2021 - 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 3/3/2021
- 2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

- 1. Letter from National Fuel regarding Highway & Municipal Construction Projects
- 2. February 2021 Income Statement

ITEM NO. IV NEW BUSINESS

- 1. Requests from the Floor (3 minute time limit per person)
- 2. Request for re-appointment from Mitch Tucker to Conservation Advisory Council
- 3. Use of Facility Trooper David C. Brinkerhoff Foundation 5/10K Race
- 4. Use of Facility Kristin McCabe, Young America Soccer
- 5. Use of Facility Conservation Advisory Council Fishing Derby
- 6. Resolution 2021-21 Authorizing Purchase of Western Star 4700 Dump Truck For Highway Department Use
- 7. Resolution 2021-22 Approve the CodeRED Service Agreement
- 8. Approval of 2020 Service Award Points for Boston EMS and North Boston Volunteer Fire Company

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 MARCH 3, 2021



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

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

Councilwoman Lucachik read the public hearing notice:

PLEASE TAKE NOTICE that a public hearing shall be held by the Town Board of the Town of Boston on March 3, 2021, 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, to consider the application from Albert Altherr for a Special Use Permit for the storage of clean dirt fill at 6569 Hillcrest Avenue.

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 March 3, 2021 will be read aloud during the public hearing.

Dated: February 3, 2021 Published: February 19, 2021

By Order of the Town Board Sandra L. Quinlan, Town Clerk

Supervisor Keding opened the floor for public comment.

The following person was heard:

Albert Altherr

There has been no written comment received in the Town Clerk's office for the public hearing.

Supervisor Keding closed the public hearing.

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin to approve the special use permit for Albert Altherr, 6569 Hillcrest Avenue.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		100

five (5) Yes

Carried

Regular business:

A motion was made by Councilman Cartechine and was seconded by Councilwoman Selby to accept the minutes of the February 3, 2021 and February 24, 2021 meetings.

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

four (4) Yes

one (1) Abstain

Carried



A motion was made by Councilwoman Martin and was seconded by Councilman Cartechine, upon review by the Town Board, that fund bills in the amount of \$79,375.27 be paid.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		*~0

five (5) Yes Carried

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

January 2021 Income Statement.

Preliminary December 2020 Income Statement.

CDBG Quarterly Report.

Letter from Erie County Comptroller.

Letter from Comp Alliance.

Letter from Boston Free Library.

Penflex 12/31/20 Sponsor Report.

2019 Revised AUD with Letter from Bookkeeper.

Notice of Cancellation of Zoning Board of Appeals Meeting on March 4, 2021.

Recommendation from the Planning Board regarding request from Tracy Hirsch for rezoning 9009 Boston State Road.

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 Councilwoman Lucachik and was seconded by Supervisor Keding to reappoint David Stringfellow to the Planning Board for the term ending February 1, 2028.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Martin	Yes
Councilwoman Selby	Yes		1 00

five (5) Yes Carried



A motion was made by Councilwoman Martin and was seconded by Councilwoman Selby to appoint Caitlin Tucker to the Conservation Advisory Council for the term ending March 1, 2023.

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

five (5) Yes Carried

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

RESOLUTION 2021-16 AMENDING 2020 BUDGET TO PROPERLY ACCOUNT FOR COMMUNITY DEVELOPMENT BLOCK GRANT RECEIVED

The Town of Boston was awarded a Community Development Block Grant in the amount of \$100,000 for the ADA Modifications of the Town Hall Elevator.

2020 Town of Boston Budget amendments:

Increase Appropriations:

Account No. A00-1620-0200 Buildings – Equipment \$100,000.00

Increase Revenues:

Account No. A00-4910-0000 Federal Aid

Community Development Act \$100,000.00

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,

RESOLUTION 2021-17 AMENDING 2020 BUDGET TO PROPERLY ACCOUNT FOR CARES ACT FUNDS RECEIVED

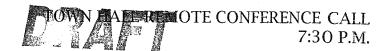
The Town of Boston paid for expenditures relating to the CARES Act reimbursement from accounts A00-1620-0200 (Buildings - Equipment), A00-1620-0400 (Buildings - Contractual), and A00-1650-0200 (Central Communication - Equipment).

2020 Town of Boston Budget amendments:

Increase A	ppropriations:
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11 1		
Account No. A00-1620-0200	Buildings - Equipment	\$ 17,152
	Buildings - Contractual	\$ 6,481
Account No. A00-1650-0200	Central Comm Equipment	\$ 4,934

REGULAR BOARD MEETING MARCH 3, 2021



Increase Revenues:

Account No. A00-4489-0000 Federal Aid - Other Health \$28,567

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,

RESOLUTION 2021-18

ALLOCATING EXCESS 2020 SALES TAX TO EQUIPMENT RESERVE FUNDS

The Town of Boston received total sales tax revenues for 2020 in the amount of \$1,246,713; and these revenues exceeded the 2020 estimated revenues of \$1,095,000 (\$800,000 General Fund, \$225,000 Highway Fund, \$50,000 Fire Fund, and \$20,000 Ambulance Fund) by \$151,713.

The Town has equipment reserve accounts set up in both the Highway and Ambulance Funds.

The Town will allocate \$100,000 of excess sales tax to the Highway Equipment Reserve Fund and \$50,000 to the Ambulance Capital Reserve Fund.

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 2021-19

ALLOCATING UNSPENT FUNDS TO THE DRAINAGE RESERVE FUND

The Town Board is adding unspent funds to the Drainage Reserve Fund in the total amount of \$30,000, comprised of \$10,000 from Drainage – Contractual (Account No. A00-8540-0400) and \$20,000 from Flood & Erosion – Contractual (Account No. A00-8745-0400)

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

five (5) Yes Carried

REGULAR BOARD MEETING MARCH 3, 2021



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

RESOLUTION 2021-20 AUTHORIZING AGREEMENT WITH BOYS' AND GIRLS' CLUB OF ORCHARD PARK, INC. FOR 2021-2022 FISCAL YEARS

The Town of Boston desires to continue to provide services the youth of the Town without the expense and liability of maintaining its own recreation program.

The initial management agreement between the Town and the Boys' and Girls' Club of Orchard Park has expired.

The proposed management agreement between the Town and the Club will provide services to Boston youth in exchange for Town support in the amount of \$100,000 for 2021 and \$75,000 for 2022 and in any future renewal years.

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

five (5) Yes Carried

Supervisor Keding stated there is no Old Business.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

The new ten wheel dump truck has arrived, very nice truck, should last the Town at least twenty years, it replaced the 1989 Auto Car. The single axle plow truck specifications are on the Cattaraugus County

bid for the Board members to look at. Would like to order the truck by the next Board meeting.

Last weekend snow storm with 3-4 feet of snow. Highway workers did a great job keeping the roads clear.

Councilwoman Selby reported on the following:

Commended Highway Department and Highway Superintendent for a great job plowing the roads.

Thanked Councilwoman Lucachik for her work with the Zoning Board. Commend the Supervisor and the Board for allocating the reserves for Highway, Ambulance, and Drainage.

Councilman Cartechine reported on the following:

Thanked the volunteer board members that we have for the Planning, Zoning, and CAC. The work and effort is necessary for the Town. Pleased that we will be going back to in person meetings.



Thanked Councilwoman Lucachik for her efforts in keeping things moving with the Planning and Zoning Boards. County and Town Highway Department did a great with the plowing.

Councilwoman Lucachik reported on the following:

ZBA public hearing scheduled for March 11th. Publication of public notice must be five days prior to meeting as per Municipal law and Boston Town Code. Next Zoning Board meeting is first Thursday in April if there are applicants.

Planning Board meeting scheduled for March 9^{th} cancelled due to lack of agenda items. Next Planning Board meeting scheduled for second Tuesday in April.

Councilwoman Martin reported on the following:

Commented on the lessons we learned from Covid and learning how to think out of the box to benefit the Town.

Town Clerk Quinlan reported on the following:

Town Clerk January 2021report has been submitted to Supervisor Keding.

Dog Control Officer report for January 2021 has been received and filed. Residents are encouraged to use the drop box located to the left of the front door for their 2021 Town and County tax payment. To pay in person please call the Town Clerk's office. Taxes are due March 15th. ConnectLife blood drive will be in the Community Room, March 11th, 3-7 pm. Appointments made through ConnectLife.

St. John's Catholic Church, Polish dinner, March 14th, 11:30 am to sellout.

Supervisor Keding reported on the following:

Acknowledged Town Clerk's office hard work during this tax collection, conducting business and keeping within the guidelines.

Resume in person meetings, temperature check, contact tracing form, distance between chairs. Town Board meeting March 17th will be in person. In planning stage to make outdoor events happen this year.

Received notification that Democratic Social Club Easter Egg Hunt will not take place this year.

Congregate dining resumed on February 22^{nd} . Interested seniors can call Nutrition program.

Attended Association of Towns virtual training.

REGULAR BOARD MEETING MARCH 3, 2021



A motion was made by Supervisor Keding and was seconded by Councilwoman Lucachik to adjourn the meeting at 8:08 p.m.

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

Yes Yes

five (5) Yes

Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK





TOWN OF BOSTON

Town Board Meeting Date: March 17, 2021

]	Total Amount
Abstract #1 – 2021 Payables	Journal #AP-2472		\$	100,697.91
Less Credit Memo - A Fund	Visa Bill	_	\$	130.00
Less Tax on Eden Vet Bill - Caught during	g Board review	_	\$	5.03

Total expenses submitted for approval:

\$ 100,562.88

Breakout by Fund:

General (A) Fund:	\$	20,606.55
Highway (DB) Fund:	\$	17,282.50
Lighting (L30) Fund:	\$	3,939.28
Fire (SF) Fund:	\$	-
Ambulance (SM) Fund:	\$	1,118.95
Refuse & Garbage (SG) Fund:	\$	57,615.60
Water (H) Funds:	\$	_
Trust & Agency (TA):	\$	_
	*	

Total expenses submitted for approval:

100,562.88

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

March 17, 2021 - A B S T R A C T

		Town of Boston Journal Proof Report	ston Report				Created By: epericak	ic ak
Journal Number: AP - 2472	2 Journal Desc. AP Batch 8	riscal real; 2021	707					
Account#	Account Desc	Trans Description	Date	Journal Date: 3/17/2021 Reference	Account Period: 3 - Mar Debit	Credit	Status: Currently Active	ive Sea#
. A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	3/17/2021	Fund A00 AP Account	\$0.00	\$20,611.58	1	105
A00-1010-4000-0000	TOWN BD-CONTR	Visa 2622 - Feb. 2021 February 2021 Visa Bill - GoToMtg, Dropbox, Garade Door Onener	3/17/2021	Vendor#: 1863	\$19.00	\$0.00	\$0.00	11
		(returned), IDrive Backup, Certified Mailing of 1099's, Celf Phone Belt Clip, LED Light Bar & H20 Pump						
AUG-1010-4000-6000	TOWN BD-CONTR	The Buffalo News 148435 AD ID #1615123 - Public Hearing Notice for Special Use Permit	3/17/2021	Vendor#: 1671	\$74.00	\$0.00	\$0.00	4
A00-1110-4000-0000	TOWN JUSTICE-CONTR	TIME WARNER CABLE 170137302030221 Phones/Internet/Fax for Town Buildings 3/1/21 - 3/28/21	3/17/2021	Vendor#: 1242	\$31.99	\$0.00	\$0.00	09
A00-1220-0400-0000		TIME WARNER CABLE 170137302030221 Phones/Internet/Fax for Town Buildings 3/1/21 - 3/28/21	3/17/2021	Vendor#: 1242	\$31.99	\$0.00	\$0.00	61
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - Feb. 2021 February Ca271 Visa Bill - GoTowitg. Dropbox, Garage Door Opener (returned), 107ive Backup, Certified Malling of 10998, Cell Phone Belt Clip, LED Light Bar & H20 Pump	3/17/2021	Vendor#: 1863	\$19.99	\$0.00	00'0\$	78
A00-1820-0402-0000	SPECIAL AUDITS	Drescher & Malecki LLP 2103005 Accounting Services 1/1/21 - 2/21/21 (4.25 hr JE Review / 9.5 hr Dept. Audits)	3/17/2021	Vendor#: 1747	\$712.50	\$0.00	\$0.00	56
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2103005 Accounting Services 1/1/21 - 2/21/21 (4.25 hr JE Review / 9.5 hr Dept. Audits)	3/17/2021	Vendor#: 1747	\$531.25	\$0.00	\$0.00	55
A00-1410-0401-0000	TOWN CLERK- CONTR	ECTCTCA 2021 Dues 2021 Membership Dues - S. Quinlan, Town Clerk	3/17/2021	Vendor#; 1614	\$30.00	\$0.00	00°0\$	34
A00-1410-0401-0000	TOWN CLERK- CONTR	The Buffalo News 148434 AD ID #1614645 - 2021 Town & County Tax Collection Legal Notice	3/17/2021	Vendor#: 1671	\$308.00	\$0.00	\$0.00	35
A00-1410-0401-0000	TOWN CLERK- CONTR	EATON OFFICE SUPPLY CO,, INC, PINV905817 Town Clerk Office Supplies; Envelopes for Code Enforcement	3/17/2021	Vendor#: 1320	\$11.99	\$0.00	\$0.00	86
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 3/21 - Acct #3237465 08 Acct, #3237465 08 - Town Hall - March 2021	3/17/2021	Vendor#: 726	\$573.87	\$0.00	\$0.00	93
A00-1520-0400-0000	BUILDINGS. CONTR	Visa 2622 - Feb. 2021 February 2021 Visa Bill - GoToMfg, Dropbox, Garage Door Opener (returned), iDrive Backup, Cerffied Mailing of 1999's, Cell Phone Belt Clip, LED Light Bar & H20 Pump	3/17/2021	Vendor#: 1863	\$130.00	\$0.00	\$0.00	79

03/15/2021 16:51:52

Journal Number: AP - 2472	- 2472 Journal Desc: AP Batch 8	Batch 8						
Account#	Account Description	Trans Description	Date	Soumal Date: 3/1//2021	Account Period: 3 - Mar		Status: Currently Active	m
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - Feb. 2021 February 2021 Visa Bili - GoToMig, Dropbox, Garage Door Opener (returned), iDrive Backup, Certified	3/17/2021	Neterince Vendor#: 1863	\$0.00	Credit \$130.00	\$0.00 \$0.00	Seq #
		Mailing of 1099's, Cell Phone Belt Clip, LED Light Bar & H20 Pump						
AUV-1620-0400-0000	BUILDINGS- CONTR	HAMBURG OVERHEAD DOOR, INC. 482261 New Liftmaster 8164W Garage Door Opener at Parks Building (PO #601)	3/17/2021	Vendor#: 20	\$495.00	\$0.00	\$0.00	71
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 17797 (2741) Pest Control Service - Town Hall	3/17/2021	Vendor#: 1811	\$55.00	\$0.00	\$0.00	40
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 9874527174 Cell Phones for Town - February 2021	3/17/2021	Vendor#: 53	\$31.51	\$0.00	\$0.00	53
A00-1620-0400-0000	BUILDINGS- CONTR	TIME WARNER CABLE 170137302030221 Phones/Internet/Fax for Town Buildings 3/1/21 - 3/28/21	3/17/2021	Vendor#: 1242	\$492.31	\$0.00	\$0.00	62
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4076305753 Town Hall & Highway - (12) Mats, soap, paper towels, cleaning supplies	3/17/2021	Vendor#; 1758	\$73.16	\$0.00	\$0.00	63
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4076305753 Town Hall & Highway - (12) Mats, soap, paper towels, cleaning supplies	3/17/2021	Vendor#: 1758	\$50.31	\$0.00	\$0.00	2
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4076305559 Town Hall - Cleaning Materials/Paper Products	3/17/2021	Vendor#: 1758	\$26.00	\$0.00	\$0.00	65
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4076305559 Town Hall - Cleaning Materials/Paper Products	3/17/2021	Vendor#: 1758	\$36.00	\$0.00	\$0.00	99
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	TIME WARNER CABLE 898242602022021 Boys & Girls Club - Phone/TV/Internet 2/19/21 3/18/21	3/17/2021	Vendor#: 1242	\$204.05	\$0.00	\$0.00	48
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NATIONAL FUEL 3/21 - Acct. #6897553 08 Acct. #6897553 08 - Boys & Girls Club - March 2021	3/17/2021	Vendor#: 726	\$249.17	\$0.00	\$0.00	06
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4076305690 Trooper Barracks - (16) Mats	3/17/2021	Vendor#; 1758	\$105.35	\$0.00	\$0.00	87
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 17796 (2740) Pest Control Service - Trooper Barracks	3/17/2021	Vendor#: 1811	\$55.00	\$0.00	\$0.00	39
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4073704396 Trooper Barracks - (16) Mats	3/17/2021	Vendor#: 1758	\$105.35	\$0.00	\$0.00	29
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	VACINEK HEATING & ROOFING, INC 39636 Heating Service Call & Parts - Trooper Barracks	3/17/2021	Vendor#: 1563	\$327.50	\$0.00	\$0.00	25
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Vaspian, LLC 94930 March 2021 Billing - VOIP Phone System	3/17/2021	Vendor#: 1947	\$500.00	\$0.00	\$0.00	41
700-0400-0000	CENT COMMUNICATIONS-	Onsolve, LLC 15155473 CodeRED Emergency Alert System 277/21 - 2/6/22	3/17/2021	Vendor#: 1889	\$3,200.00	\$0.00	\$0.00	49

Journal Number: AP - 2472	72 Journal Desc; AP Batch 8	Batch 8	!	Journal Date: 3/47/2024	C			
Account#	Account Description	Description	Date	References of 17402	Account Penod: 3 - Mar	:	Status: Currently Active	tive
A00-1650-0400-0000	CENT COMMUNICATIONS. CONTR	Surdej Web Solutions, LLC 1589 Website Updates	3/17/2021	Vendor#:	\$12.50	\$0.00	\$0.00	Seq #
A00-1650-0400-0000	CENT COMMUNICATIONS.	2021 February oToMtg, Door Opener Backup, Certified Cell Phone Belt ir & H20 Pump	3/17/2021	Vendor#: 1863	\$900,00	\$0.00	\$0.00	81
A00-1670-0403-0000	CENT PRINTMAIL- CONTR	Visa 2622 - Feb. 2021 February 2021 Visa Bill - GoToMig, Dropbox, Garage Door Opener (returned), IDrive Backup, Certified Mailing of 1099's, Cell Phone Belt Clip, LED Light Bar & H20 Pump	3/17/2021	Vendor#: 1863	\$7.65	\$0.00	\$0.00	82
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Quadlent Leasing USA, Inc. N8753549 Postage Machine Lease 3/31/21 - 6/29/21	3/17/2021	Vendor#: 1945	\$759.24	\$0.00	\$0.00	72
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Quadient Finance USA, Inc. 2/21/21 Acct. #7900 0440 8021 9839 - Postage Balance	3/17/2021	Vendor#: 1943	\$1,509.77	\$0.00	\$0.00	46
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	, tō	3/17/2021	Vendor#: 1239	\$438.00	\$0.00	\$0.00	47
A001670-0403-0000	CENT PRINT/MAIL- CONTR	rgo Financial Leasing 564 Xerox Copier Lease -4/23/21	3/17/2021	Vendor#: 1779	\$109.70	\$0.00	\$0.00	43
A00-1910-0000-0000	UNALLOCATED INSURANCE	The Evans Agency, LLC 260766 3021 Policy Change - #WCATBOS002 - 1/1/21 - 1/1/22 *Add 2021 Western Star Dump*	3/17/2021	Vendor#: 1884	\$594.00	\$0.00	\$0.00	89
A00-1910-0000-0000	UNALLOCATED INSURANCE		3/17/2021	Vendor#: 1884	\$10.00	\$0.00	\$0.00	69
A00-1910-0000-0000	UNALLOCATED INSURANCE		3/17/2021	Vendor#: 1884	\$711.70	\$0.00	\$0.00	20
A00-2110-0000-0000	ZONING INCOME	for	3/17/2021	Vendor#: 1983	\$150.00	\$0.00	\$0.00	46
A00-3510-0400-0000	DOG CONTROL- CONTR		3/17/2021	Vendor#: 53	\$31.51	\$0.00	\$0.00	52
A00-3510-0400-0000	DOG CONTROL- CONTR		3/17/2021	Vendor#: 1860	\$62.53	\$0.00	\$0.00	38
A00-3510-0400-0000	DOG CONTROL- CONTR	BOSTON HIGHWAY DEPT. Feb. 3 2021 - DCO February 2021 - Dog Control Gas (15.10 Gallons)	3/17/2021	Vendor#: 90	\$26.94	\$0.00	\$0.00	53
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 9874527174 Cell Phones for Town - February 2021	3/17/2021	Vendor#: 53	\$17.20	\$0.00	\$0.00	51

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Report run by: epericak

Town of Boston Journal Proof Report Fiscal Year: 2021

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
Account	Journal Number: AF - 2472 Account#	Joseph Journal Desc: AP Batch 8	1		Journal Date: 3/17/2021	Account Period: 3 - Mar	Ö	Status: Currently Activa	g
A00 38,	A00.3820.0400.0000	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIO	# 500
200	20-04-00-0	SAFELY INSPECT- CONTR	EATON OFFICE SUPPLY CO., INC. PINV905817 Town Clerk Office Supplies; Envelopes for Code Enforcement	3/17/2021	Vendor#: 1320	\$46.85	\$0.00	ł	# 586
A00-50	A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Visa 2622 - Feb. 2021 February 3 2021 Visa Bill - GoToMig, Dropbox, Garage Door Opener (returned), IDrive Backup, Certified Mailing of 1099's, Cell Phone Belt Clip, LED Light Bar & H20 Pumo	3/17/2021	Vendor#; 1863	\$21.89	\$0.00	\$0.00	83
A00-50	A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 9874527174 Cell Phones for Town - February 2021	3/17/2021	Vendor#: 53	\$31.51	\$0.00	\$0.00	54
A00-50	A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Cintas 5053246505 Highway - Medical Cabinet Inspection/Replenish	3/17/2021	Vendor#: 1758	\$47.82	\$0.00	\$0.00	2
A00-51	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4076753504 Highway - Uniforms	3/17/2021	Vendor#: 1758	\$57.42	\$0.00	\$0.00	-
A00-513	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4077422354 Highway - Uniforms	3/17/2021	Vendor#: 1758	\$56.22	\$0.00	\$0.00	28
A00-513	A00-5132-0400-0000	GARAGE-CONTR	TIME WARNER CABLE 170137302030221 Phones/Internet/Fax for Town Buildings 3/1/21 - 3/28/21	3/17/2021	Vendor#: 1242	\$31.99	\$0.00	\$0.00	58
A00-513	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4076946398 Highway - (7) 3/17/2021 Mats & (600) Shop Towels	3/17/2021	Vendor#: 1758	\$66.00	\$0.00	\$0.00	85
A00-513	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4076946398 Highway - (7) Mats & (600) Shop Towels	3/17/2021	Vendor#: 1758	\$32.46	\$0.00	\$0.00	98
A00-513	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4078293073 Highway - (7) Mats, (600) Shop Towels	3/17/2021	Vendor#: 1758	\$66.00	\$0.00	\$0.00	88
A00-513	A00-5132-0400-0000	GARAGE-CONTR	Cintas 4078293073 Highway - (7) Mats, (600) Shop Towels	3/17/2021	Vendor#: 1758	\$32.46	\$0.00	\$0.00	88
A00-513	A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 3/21 - Acct. #3237464 10 Acct. #3237464 10 - Highway Garage - March 2021	3/17/2021	Vendor#: 726	\$1,312.00	\$0.00	\$0.00	91
A00-518	A00-5182-0400-0000	STREET LIGHTING-CONTR	Electrical Service & Systems Installation Inc. 961997 LED Upgrades (Res. 2021-12)	3/17/2021	Vendor#; 1425	\$3,210.25	\$0.00	\$0.00	102
A00-518	A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 2/21 - Acct. #1001-3627- 426 Acct. #1001-3627-426 - St. Light Entire R2 (1302 kwh)	3/17/2021	Vendor#; 37	\$130,15	\$0.00	\$0.00	75
A00-518	A00-5/82-0400-0000	STREET LIGHTING-CONTR	NYSEG 2/21 - Acct. #1001-3627- 434 Acct. #1001-3627-434 - St. Light Entire R3 (3635 kwh)	3/17/2021	Vendor#; 37	\$1,384.82	\$0.00	\$6.00	73
A00-677.	A00-6772-0400-0000	PROGRAMS FOR AGING- CONTR	TIME WARNER CABLE 170137302030221 Phones/Internet/Fax for Town Buildings 3/1/21 - 3/28/21	3/17/2021	Vendor#: 1242	\$31.99	\$0.00	\$0.00	59
A00-7111	A00-7/110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. Feb. 2021 - Parks February 2021 - Parks Gas (26.90 Gallons)	3/17/2021	Vendor#: 90	\$48.00	\$0.00	\$0.00	31

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Account#	Account Description		Date	Reference	Debit	Credit	Status: Currently Active	9/11/6
A00-7270-0400-0000	BAND CONCERTS- CONTR	VERIZON WIRELESS 9874527174 Cell Phones for Town - February 2021	3/17/2021	Vendor#: 53	\$31.51	\$0.00	\$0.00	20
A00-8710-0400-0000	CONSERVATION- CONTR	Mitch Tucker CAC Snowshoe Reimb. 2021 Reimbursements for CAC Snowshoe Event on 2/13/2021	3/17/2021	Vendor#: 1982	\$42.00	\$0.00	\$0.00	94
A00-8710-0400-0000	CONSERVATION- CONTR	Mitch Tucker CAC Snowshoe Reimb. 2021 Reimbursements for CAC Snowshoe Event on 2/13/2021	3/17/2021	Vendor#: 1982	\$10.00	\$0.00	\$0.00	92
AGO-8710-0400-0000	CONSERVATION- CONTR		3/17/2021	Vendor#: 1982	\$180.00	\$0.00	\$0.00	96
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE		3/17/2021	Vendor#: 1376	\$49.21	\$0.00	\$0.00	101
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	3/17/2021	Fund DB0 AP Account	\$0.00	\$17,282.50	\$0.00	106
DBG-5130-0400-0000	MACHINERY- CONTRACTUAL	Visa 2622 - Feb. 2021 February S 2021 Visa Bill - GoToMtg, Dropbox, Garage Door Opener (returned), IDrive Backup, Certified Mailing of 1099s, Cell Phone Belt Clip, LED Light Bar & H20 Pump	3/17/2021	Vendor#: 1863	\$154.38	\$0.00	\$0.00	22
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FREY HEAVY DUTY 1054570 Repairs & parts to '06 Oshkosh	3/17/2021	Vendor#: 19	\$389.02	\$0.00	\$0.00	32
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL		3/17/2021	Vendor#: 19	\$270.00	\$0.00	\$0.00	33
DB0-5130-0400-0000	MACHINERY. CONTRACTUAL	PRAXAIR DISTRIBUTION INC. 61962901 Acetylene & Oxygen Cylinders 1/20/21 - 2/20/21	3/17/2021	Vendor#: 1039	\$108.70	\$0.00	\$0.00	12
DBO-5130-0400-0000	MACHINERY- CONTRACTUAL	Company NYORC79314 9 Elbows (3/8" Tube x 1/4" /4" Tube x 1/4" Male)	3/17/2021	Vendor#: 1598	\$85.90	\$0.00	\$0.00	13
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Feb. 2021 Stmt - HWY Highway Debt. Acet #40 - Invoice #'s 108898, 108455, 108443, 108016, 108012, 107891, 107465, 107384, 107361, 106520	3/17/2021	Vendor#: 774	\$37.04	\$0.00	\$0.00	1
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Feb. 2021 Stmt - HWY Highway Debt. Acct #140 - Invoice #'s 108998, 108455, 108443, 108016, 108012, 107891, 107465, 107384,	3/17/2021	Vendor#: 774	\$30.82	\$0.00	\$0.00	<u>*-</u>
DB9-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Feb. 2021 Stnt - HWY Highway Dept. Acct #140 - Invoice #5 108898, 108455, 108443, 108016, 108012, 107891, 107465, 107384, 107361, 106520	3/17/2021	Vendor#: 774	\$40.59	\$0.00	\$0.00	9

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AG I	Account#	Account Description		Date	Reference	Debit	į	Status: Currently Active	Š
Ž O	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY 3 Feb. 2021 Strnt - HwY Highway Dept. Actt #140 - Invoice #1s 10898, 108455, 108443, 108016, 108012, 107891, 107465, 107384,	3/17/2021	Vendor#: 774	\$38.20	\$0.00	\$0.00	3eq #
B O	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCK & AUTO SUPPLY 21 Smt - HWY Highway cct #140 - Invoice #'s , 10845, 10843, 108016, , 107891, 107465, 107384,	3/17/2021	Vendor#: 774	\$70.65	\$0.00	\$0.00	18
OBC	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY 3, Feb. 2021 Stmt - HWY Highway Dept. Act #140 - Invoice #'s 10898, 108455, 108443, 108016, 108012, 107891, 107465, 107384,	3/17/2021	Vendor#: 774	\$15.04	\$0.00	\$0.00	9
DBC	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL		3/17/2021	Vendor#: 774	\$47,43	\$0.00	\$0.00	20
D80	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL		3/17/2021	Vendor#: 774	\$40.63	\$0.00	\$0.00	2
DBC	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY 3/ Feb. 2021 Strnt - HWY Highway Dept. Acct #140 - Invoice #'s 108998, 108455, 108443, 108016, 108012, 107891, 107465, 107384, 107361, 106520	3/17/2021	Vendor#: 774	\$41.31	\$0.00	\$0.00	52
DBO	DBO-5130-0400-0000			3/17/2021	Vendor#: 774	\$30.84	\$0.00	\$0.00	23
080	DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	R INC. HWY - lighway Acct 170361, 170439,	3/17/2021	Vendor#: 24	\$109.92	\$0.00	\$0.00	24
080	DB0-5130-0400-0000	MACHINERY-CONTRACTUAL	RUCKER LUMBER INC. HWY - 3/ Feb. 2021 Smr. Highway Acct 1470 - Invoice #s 170361, 170439, 170453, 170466	3/17/2021	Vendor#: 24	\$11.07	\$0.00	\$0.00	25
080	DB0 - 5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - 3/7 Feb. 2021 Strit Highway Acct 1470 - Invoice #s 170361, 170439, 170453, 170466	3/17/2021	Vendor#: 24	\$6.49	\$0.00	\$0.00	26

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Journal Number: AP - 2472		3atch 8		Journal Date: 3/17/2021	Account Period: 3 - Mar		Status: Currently Active	-five	
DECEMBER OF SOME	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCK 10	# Day	* ***
0000-0010-0010	MACHINERY-CONTRACTUAL	RUCKER LUMBER INC. HWY - Feb. 2021 Strift Highway Acct 1470 - Invoice #s 170361, 170439, 170453, 170466	3/17/2021	Vendor#; 24	\$3.79	\$0.00	\$0.00		
DB0-5140-0400-0000	MISC BRUSH & WEEDS- CONTRACTUAL	LAWRENCE ROGERS 2020/2021 3/17/2021 Boots Boot Allowance 2020 and 2021 (per HWY contract)	3/17/2021	Vendor#: 1140	\$259.99	\$0.00	\$0.00	ო	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 763735 Salt (217.99 Tons) - Tickets 9502745, 9502746, 9502759, 9502760, 9502771,	3/17/2021	Vendor#: 1694	\$4,250.80	\$0.00	\$0.00	4	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 774782 Salt (37.80 Tons) - Ticket 9503420	3/17/2021	Vendor#: 1694	\$737.10	\$0.00	\$0.00	9	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 773448 Salt (104.71 Tons) - Tickets 9503317, 9503322, 9503326	3/17/2021	Vendor#: 1694	\$2,041.84	\$0.00	\$0.00	∞	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 774168 Salt (35.42 Tons) - Ticket 9503311	3/17/2021	Vendor#: 1694	\$690.69	\$0.00	\$0.00	5	
DB0:5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	Compass Minerals America 774168 Salt (35.42 Tons) - Ticket 9503311	3/17/2021	Vendor#: 1694	\$690.69	\$0.00	\$0.00	7	
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	Compass Minerals America 773448 Salt (104.71 Tons) - Tickets 9503317, 9503322, 9503326	3/17/2021	Vendor#: 1694	\$2,041.85	\$0.00	\$0.00	တ	
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	Compass Minerals America 774762 Salt (37.80 Tons) - Ticket 9503420	3/17/2021	Vendor#; 1694	\$737.10	\$0.00	\$0.00	7	
DBO-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	- Compass Minerals America 763735 Salt (217.99 Tons) - Tickets 9502745, 9502746, 9502759, 9502760, 9502771,	3/17/2021	Vendor#: 1694	\$4,250.81	\$0.00	\$0.00	ស	
DBC-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	HEALTHNOW ADMIN SERVICES 219092 HRA Admin Fee 4/1/21 - 4/30/21	3/17/2021	Vendor#: 1376	\$49.21	\$0.00	\$0.00	100	*** * *
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	3/17/2021	Fund L30 AP Account	\$0.00	\$3,939.28	\$0.00	109	
L30-5182-0401-0000	CONTRACTS	Electrical Service & Systems Installation Inc. 961997 LED Upgrades (Res. 2021-12)	3/17/2021	Vendor#: 1425	\$2,752.56	\$0.00	\$0.00	103	
L30-5182-0401-0000	CONTRACTS	Electrical Service & Systems Installation Inc. 961997 LED Upgrades (Res. 2021-12)	3/17/2021	Vendor#: 1425	\$250.25	\$0.00	\$0.00	104	
L30-5182-0401-0000	CONTRACTS	327- 3t	3/17/2021	Vendor#: 37	\$884.28	\$0.00	\$0.00	74	
L30-5182-0401-0000	CONTRACTS	NYSEG 2/21 - Acct. #1001-3627- 400 Acct. #1001-3627-400 - ST. Light Dist. 1, R2 (399 kwh)	3/17/2021	Vendor#: 37	\$52.19	\$0.00	\$0.00	9/	
eport run by: epericak			Page 7 of 8	3 f 8			03/15/2	03/15/2021 16:51:52	. 22

March 17, 2021 - A B S T R A C T

Town of Boston

Created By: epericak

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*******			Journal Proof Report	Report				•	
			Fiscal Year: 2021	2021					
Journal N	Journal Number: AP - 2472	Journal Desc: AP Batch 8	latch 8		Journal Date: 3/17/2021	Account Doricot: 2 - Max			
Account#	34	Account Description	Trans Description	Date	Reference	Account Period: 5 - Mar		Status: Currently Active	8
SG0-0600	SG0-0600-0000-0000	ACCOUNTS PAYABLE	ant	3/17/2021	Fund SG0 AP	\$0.00	\$57,615,60	#0.00 108	Seq # 108
SG0-8160	SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0015088-1342-3 Curb Service	3/17/2021	Vendor#: 432	. \$977.93	\$0.00	\$0.00	36
Panadaya aya			2/1/21 - 2/28/21 & January 2021 Recycling (31.72 tons)						
SG0-8160	SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI		3/17/2021	Vendor#: 432	\$56,637.67	\$0.00	\$0.00	37
*********			2/1/21 - 2/28/21 & January 2021 Recycling (31.72 tons)						
SM0-0600	SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	3/17/2021	Fund SM0 AP Account	\$0.00	\$1,118.95	\$0.00	107
SM0-4540	SM0-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 3/21 - Acct. #3237466 06 Acct. #3237466 06 - EMS Building - March 2021	3/17/2021	Vendor#; 726	\$260.01	\$0.00	\$0.00	35
SM0-4540	SM0-4540-0400-0000	CONTRACTUAL	_	3/17/2021	Vendor#: 1563	\$760.00	\$0.00	\$0.00	42
SM0-4540	SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. Feb. 2021 - EMS February 2021 - EMS Diesel (59.60 Gallons)	3/17/2021	Vendar#: 90	\$98.94	\$0.00	\$0.00	30

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Total Number of 109 Transactions

Credit	\$20,741.58	\$17,282.50	\$3,939,28	\$57,615.60	\$1,118.95	\$100,697.91 \$100,697.91 \$0.00
Fund	A00	080	28	SG0	SMO	Total

Report run by: epericak

Engineering Services

February 15, 2021

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

Re: Highway & Municipal Construction Projects

Dear Sir or Madam:

PLEASE ADVISE OF PUBLIC IMPROVEMENT PROJECTS IN YOUR JURISDICTION.

National Fuel Gas is in the process of planning pipeline replacement projects for 2021-2022. In order to plan for replacements resulting from public improvement projects, we are asking that you provide us information on projects planned in your jurisdiction. It is important that we receive information on projects involving:

- Grade changes within road right-of-way
- Drainage
- · Full depth road construction
- Paving and restoration

These projects may involve replacement of our facilities. When our facilities are involved, we usually require 6 months advance notice to design, bid, and construct. When environmental permitting is required, it may substantially prolong the project schedule.

Please provide a preliminary list of your planned projects, anticipated scope, and estimated start dates to Andrew Gilbert. Utility Design Engineer. We understand that many times projects are delayed and others are added based on funding and area needs. As your plans develop, please send us digital copies of construction designs so that we may evaluate our involvement and identify any conflicts. When Mill and Pave projects do not involve a direct conflict, National Fuel may be able to avoid future pavement cuts by replacing aging facilities prior to resurfacing.

Our goal is to coordinate pipeline replacement projects with municipal projects so that we may relocate our facilities in advance of your construction when warranted. The result will be fewer delays and conflicts for your contractors and will help provide safe and uninterrupted gas service to your community.

If you are planning a pre-design survey, submit a One-Call design ticket, and provide project information in the remarks section. Identifying gas line locations on your plans can be extremely helpful to your contractors in improving safety, and avoiding charges for damaging underground gas facilities.

While highway infrastructure, municipal utilities and pipelines can safely coexist, it is extremely important to thoroughly consider natural gas pipelines when developing building or construction plans. Please visit National Fuel's Pipeline Safety website at https://www.nationalfuel.com/pipeline-storage/about-pipeline-safety/ for information on designing and constructing facilities near natural gas pipelines, including:

RECEIVE

- The Pipeline and Informed Planning Alliance (PIPA) recommended practices for property developers and planning boards on building safely near natural gas pipelines.
- National Fuel's encroachment manuals, which explain right-of-way agreements, encroachment agreements, construction requirements and other valuable information for planners and developers looking to begin the design phase.

Prior to construction, it is the Excavator's responsibility to contact the One-Call Center (Call 811) which in turn notifies National Fuel of planned excavation in proximity to our natural gas pipelines and other facilities. This enables us to mark the location of those facilities in advance of excavation.

In an effort to ensure worker and public safety during construction. National Fuel is providing guidance for working around gas facilities in this correspondence. Enclosed are a "Summary of Excavator Responsibilities" and a "Typical Gas Line Crossing/Open Trench Detail." For excavation and safety training materials, please refer to the National Fuel Pipeline Safety webpage for additional information and links to training materials on excavation safety, including the Dig Safely New York website at https://www.digsafelynewyork.com/safety-training/safety-videos for their library of safety videos. We urge you to share this information with your contractors and inspectors by including this information in your bid documents and construction specifications. We also ask that you encourage your inspectors to enforce proper excavation practices with your contractors during construction.

Enforcing proper excavation practices around gas pipelines is especially important in light of an incident in January of 2011, in Horseheads NY. There, improper backfill procedures following the installation of municipal sewer and water facilities caused a pre-existing gas pipeline to crack. The resulting leak ignited, resulting in a fatality and two injuries.

In another case, a deadly residential home explosion took the life of a child two decades after crews installed a sewer line using improper excavation procedures. In 2016, an incident occurred in Dallas, TX that involved 3-separate residential fires and/or explosions during a three day period. The cause was found to be a leak resulting from a crack of a 2" steel main installed in 1946. The cracked resulted from a dent caused by a sewer replacement project in 1995.

The guidance attached to this letter is designed to improve excavation practices so that the circumstances that led to these incidents can be avoided.

Please contact Andrew Gilbert regarding project coordination.

Sincerely.

Paul Roy

Manager. Contract Administration

royp@natfuel.com (716) 857-7437 Andrew Gilbert

Utility Design Engineer gilberta@natfuel.com

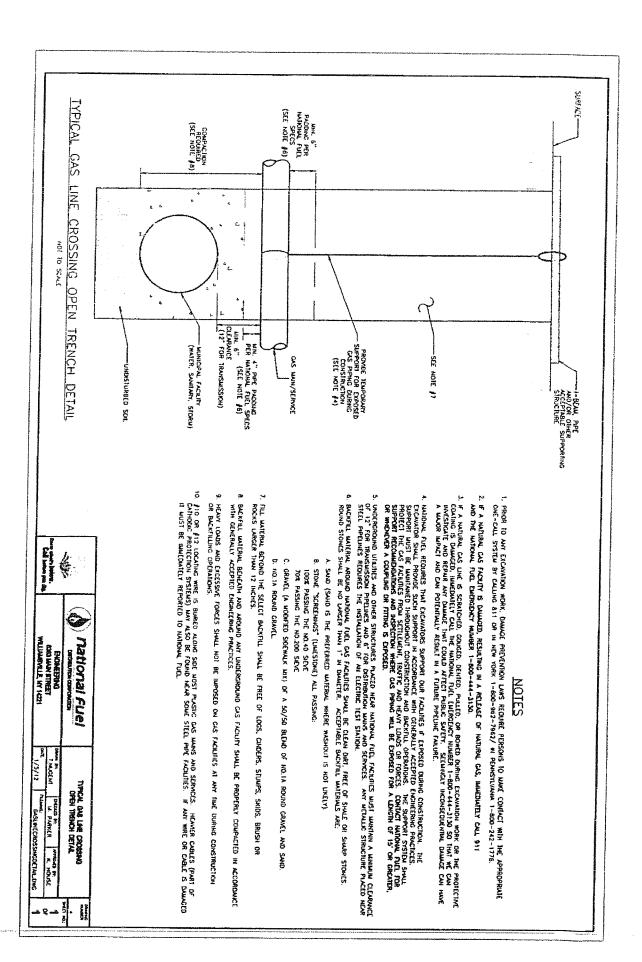
(716) 857-7110

Summary of Excavator Responsibilities

See One-Call regulations for details (www.Call811.com).

- 1. Notify the One-Call Center (Call 811) in accordance with regulations. In Pennsylvania, notification must be made not less than 3 nor more than 10 business days prior to commencing excavation work, and in New York this is 2 to 10 [u]] business days prior to starting any work that might be considered an excavation or demolition. Postponing the job will likely require re-notification to the One-Call Center. Furthermore, if the job site becomes inactive, call to have the specific work area remarked prior to restarting the work.
- Designating the dig site in white will aid in the timely marking of underground facilities. Pre-marking proposed facilities in white may be required.
- If work is to be performed at multiple sites or over a large area, take reasonable steps to work with facility owners so
 that they may locate their facilities. Limit the size of each ticket. Using reasonable start dates for individual tickets
 facilitates getting the proper areas marked when needed.
- 4. In Pennsylvania, if a project involves more work than can be described on a single locate request (i.e. 1,000ft in length or intersection to intersection, whichever is greater) it shall be called in as a complex project notification.
- 5. After commencement of excavation or demolition work, the excavator is responsible for protecting and preserving the staking, or marking until excavation or demolition work in the area is complete. If necessary, call the One-Call Center to have the lines remarked.
- 6. Where an underground facility has been staked, marked or otherwise designated, verify the precise location, type, size, direction of run and depth of the underground facility. Use prudent techniques such as vacuum exeavation or hand-dug test holes, to verify the precise location of facilities. It is best to verify prior to exeavating in the general area, but verification must be done prior to exeavating in the tolerance zone. Once the precise location of underground facilities have been verified, continue to exercise due care within the tolerance zone. Call the facility owner if a marked facility cannot be found or the One-Call center if an unmarked facility is discovered.
- 7. Inform each equipment operator of the information obtained from facility owners. Plan the executation or demolition to avoid damage to or minimize interference with a facility owner's facilities in the construction area.
- 8. Consult the facility owner if:
 - a. Excavation or demolition work requires temporary or permanent interruption of a facility owner's service.
 Such interruption must be coordinated with the affected facility owner in all cases.
 - b. A facility is exposed or undermined. The excavator must provide support and mechanical protection for facility owner's lines at the construction site during excavation or demolition work, including during backfilling operations.
- Report immediately to the facility owner any break, leak, dent, gouge, or other damage to the facility owner's lines
 made or discovered during the course of excavation or demolition work. Including, damage to pipeline coatings,
 locating wire and cables for cathodic protection.
- 10. In the event of an emergency involving danger to life, health or property as a result of damage to an underground facility containing gas or liquid petroleum products or as a result of an electrical short or escape of gas or hazardous liquids, the excavator shall:
 - a. Proceed to evacuate his or her employees and all other endangered persons from the immediate vicinity—to the best of his or her ability. Do not use any mechanical or electrical equipment (including cell-phones) in the area.
 - Immediately contact 911 and the Facility Owner, reporting the exact location, nature of the emergency and type of underground facility damaged.

THE NATIONAL FUEL GAS COMPANY EMERGENCY NUMBER IS: 1-800-444-3130
24 hours/day, 7 days/week



Town of Boston Income Statement: 2021 For the Period Ending 2/28/21

		General		·	
Revenues	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
A00-1001-0000-0000	REAL PROPERTY TAXES	\$ 180,638	\$ 182,856		
A00-1030-0000-0000	SPECIAL ASSESSMENTS	7 100,036	3 162,636	\$ -	0.00% 100.00%
A00-1090-0000-0000	INT.& PENALTIES REAL PROP.TAX	11,000	11,000	_	0.00%
A00-1120-0000-0000	NONPROPERTY TAX DISTRIB BY CTY	800,006		-	0.00%
A00-1170-0000-0000	FRANCHISES	90,000		-	0.00%
A00-1255-0000-0000	CLERK FEES	2,500	2,500	78	3.12%
A00-1550-0000-0000	DOG CONTROL FEES	300		-	0.00%
A00-1972-0000-0000	PROGRAM FOR AGING	800	800	-	0.00%
A00-2001-0000-0000	PARK & RECREATION INCOME	8,000	8,000		0.00%
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000		0.00%
A00-2089-0000-0000	CULTURAL & REC INCOME		-	-	100.00%
A00-2110-0000-0000	ZONING INCOME	2,000	2,000	-	0.00%
A00-2401-0000-0000	INTEREST AND EARNINGS	12,000	12,000	-	0.00%
A00-2410-0000-0000	RENT / REAL PROP INCOME	88,800	88,800	7,400	8.33%
A00-2420-0000-0000	NATURAL GAS LEASES & ROYALTIES	500	500	-	0.00%
A00-2530-0000-0000	GAMES OF CHANCE INCOME		-	~	100.00%
A00-2544-0000-0000	DOG LICENSES	3,000	3,600	270	9.00%
A00-2545-0000-0000	LICENSES- OTHER	300	300	-	0.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	17,000	17,000	235	1.38%
A00-2590-0000-0000	OTHER PERMIT INCOME	2,000	2,000	-	0.00%
A00-2610-0000-0000	FINES/FORFEITED BAIL	140,000	140,000	17,632	12.59%
A00-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
A00-2701-0000-0000	REFUND-PRIOR YR EXPENDITURE	-	-		100.00%
A00-2705-0000-0000	GIFTS AND DONATIONS	-	-		100.00%
A00-2709-0000-0000	EMPLOYEE CONTRIBUTIONS	-		-	100.00%
A00-2750-0000-0000	AIM-RELATED PAYMENTS	49,689	49,689	-	0.00%
A00-2770-0000-0000	OTHER UNCLASSIFIED REVENUES	-		~	100.00%
A00-3001-0000-0000	STATE AID - PER CAPITA	-	-	-	100.00%
A00-3005-0000-0000	STATE AID - MORTGAGE TAX	140,000	140,000	-	0.00%
A00-3089-0000-0000	STATE AID- OTHER	-	-	-	100.00%
A00-3809-0000-0000	GEN GOV'T GRANTS	-	-	-	100.00%
A00-3897-0000-0000	CULTURAL GRANTS				100.00%
		\$ 1,549,527	\$ 1,551,745	\$ 25,615	
Expenditures					•
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 35,000	\$ 35,000	\$ 5,833	16.67%
A00-1010-4000-0000	TOWN BD-CONTR	4,000	4,000	19	0.48%
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	114,290	114,290	17,717	15.50%
A00-1110-2000-0000	JUSTICE - EQUIP	1,000	1,000	-	0.00%
A00-1110-4000-0000	TOWN JUSTICE-CONTR	6,000	6,000	799	13.32%
A00-1220-0100-0000	SUPERVISOR- PER SVC	132,577	132,577	20,273	15.29%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	•	0.00%
A00-1220-0400-0000	SUPERVISOR- CONTR	6,000	6,000	596	9.93%
A00-1320-0402-0000	SPECIAL AUDITS	5,000	5,000	•	0.00%
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	15,000	15,000	-	0.00%
A00-1321-0401-0000	ACCOUNTING FEES	15,000	15,000	655	4.36%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,500	3,500	538	15.39%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	70,764	70,764	9,916	14.01%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,000	-	0.00%
A00-1355-0401-0000	ASSESSOR- CONTR	6,000	6,000	966	16.10%
A00-1410-0100-0000	TOWN CLERK- PER SVC	103,618	103,618	14,176	13.68%
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,300	1,300	-	0.00%
A00-1410-0401-0000	TOWN CLERK- CONTR	5,100	5,100	163	3.20%
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	16,363	16,363	2,701	16.50%
400-1420-0401-0000	ATTORNEY- CONTR	37,414	37,414	-	0.00%
400-1430-4000-0000	PERSONNEL- CONTR	-	-	1,000	100.00%
A00-1440-0400-0000	ENGINFER- CONTR	50,000	50,000	~	0.60%
A00-1460-0100-0000	RECORDS MGT- PER SVC	250	250	-	0.00%
400-1460-0200-0000	RECORDS MGT- EQUIP	6,000	6,000	•	0.00%
ADD-1460-0401-0000	RECORDS MGT-CONTR	1,000	1,000	251	25.10%
400-1620-0101-0000	BUILDINGS -PER SVC	22,437	22,437	1,811	8.07%
\00-1620-0200-0000	BUILDINGS- EQUIP	50,000	50,000		0.00%
100-1620-0400-0000	BUILDINGS- CONTR	80,000	80,000	7,301	9.13%
100-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	15,000	15,000	987	6.58%
100-1620-0403-0000	BUILDING- CONTR- HIGHWAY	15,000	15,000	55	0.37%
100-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	15,000	15,000	197	1.32%
00-1650-0200-0000	CENTR COMM- EQUIP	7,500	7,500		0.00%
00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	30,000	30,000	8,772	29.24%
00-1670-0403-0000	CENT PRINT/MAIL- CONTR	15,000	15,000	1,625	10.83%
00-1910-0000-0000	UNALLOCATED INSURANCE	65,000	65,000	66,138	101.75%
.00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	4,100	4,100	2,325	56.71%
00-1930-0000-0000	JUDGEMENT AND CLAIMS	1,000	1,000	-	0.00%
00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	3,750	3,750	3,665	97.74%
.00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	15,000	15,000	2,500	
00-1990-0000-0000	CONTINGENT ACCOUNT	40,000	40,000	2,300	16.67%
00-3310-0400-0000	TRAFFIC CONTROL-CONTR	2,000	2,000	1,082	0.00%
	DOG CONTROL- PER SVC	13,310	13,310		54.12%
00-3510-0100-0000				2,197	16.50%
	DOG CONTROL- EQUIP	\$00			
00-3510-0100-0000	DOG CONTROL- EQUIP DOG CONTROL- CONTR	\$00 2,000	500 2,000	**	0.00%
00-3510-0100-0000 00-3510-0200-0000 00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	45 3 840	2.23%
00-3510-0100-0000 00-3510-0200-0000 00-3510-0400-0000 00-3620-0100-0000	DOG CONTROL- CONTR SAFETY INSPECT-PER SVC	2,000 48,658	2,000 48,658	45 3,840	2.23% 7.89%
00-3510-0100-0000 00-3510-0200-0000 00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000		2.23%

		\$ 1,963,237	\$ 1,963,237	\$ 251,265	
A00-9730-0700-0000	BAN INTEREST	23,960	23,960		0.00%
A00-9730-0600-0000	BAN PRINCIPAL	40,000	40,000		0.00%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	60,000	60,000	6,604	11.01%
A00-9055-0800-0000	DISABILITY INSURANCE	500	500		0.00%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	5,000	5,000		0.00%
A00-9040-0800-0000	WORKERS' COMPENSATION	14,000	14,000	10,459	74.70%
A00-9030-0800-0000	SOCIAL SECURITY	60,000	60,000	7,713	12.85%
A00-9010-0800-0000	STATE RETIREMENT	80,000	80,000	18,801	23.50%
A00-8989-0400-0000	OTHER HOME/COM SVC-CONTR	50,000	50,000	-	0.00%
A00-8810-0400-0000	CEMETERY-CONTRACTUAL	610	610		0.00%
A00-8810-0100-0000	CEMETERY- PER SVC.	300	300	•	0.00% 0.00%
A00-8745-0400-0900	FLOOD & EROSION CONTROL-CONTRA	20,000	-,	-	
A00-8710-0400-0000	CONSERVATION- CONTR	5,400			0.00% 0.00%
A00-8710-0100-0000	CONSERVATION-PER SVC	2,923			0.00%
A00-8540-0400-0000	DRAINAGE-CONTR	20,000			0.00%
ADD-8510-0400-0000	COMMUNITY BEAUTIFICATION-CONTR	500	-,	270	4.50%
A00-8020-0400-0000	PLANNING- CONTR	6,000		270	0.00%
A00-8020-0100-0000	PLANNING-PER SVC	5,315		150	1.73%
A00-8010-0400-0000	ZONING-CONTR	9,000	.,	156	0.00%
A00-8010-0100-0000	ZONING- PER SVC	7,706	_,	1,000	50.00%
A00-7989-0400-0000	OTHER CULTURE/REC- CONTR	2,000	,	1,000	0.00%
A00-762u-0402-0000	ADULT REC- BOS YOUNG @ HEART	14,000	- 7		0.00%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	14,000	****	•	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	-,		0.00%
A00-7520-0400-0000	HISTORIAN PROP-CONTR	3,000			0.00%
A00-7510-0401-0000	HISTORIAN- CONTR	5,550	-7		16.67%
A00-7510-0100-0000	TOWN HISTORIAN-PER SVC	3,550	,		0.00%
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	100,000			2.62%
A00-7270-0400-0000	BAND CONCERTS- CONTR	5,000			2.555
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,500	,		0.45%
A00-7110-0400-0000	PARKS- CONTR	25,000			0.00%
A00-7110-0201-0000	EQUIPMENT	10,000	,	,	8.83%
A00-7110-0100-0000	PARKS- PER SVC	93,322	** **		0.85%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	7,500			2.51%
A00-5772-0100-0000	PROGRAM FOR AGING-PER SVC	21,113	,	• • •	5.95%
A00-5182-0400-0000	STREET LIGHTING-CONTR	27,000	. ,	•	12.57%
A00-5132-0400-0000	GARAGE-CONTR	26,000	.,		10.16%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	4,000			0.00%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000		

		Highway			771.71			
Account Number	Account Description	Origina	l Approp Amount	<u> </u>	Estimated Rev/Exp		OTY	% YTD
Revenue								
DB0-1001-0000-0000	REAL PROPERTY TAX	\$	834,911	\$	834,911	\$	-	0.00%
DB0-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY		250,000		250,000			0.00%
DBO-2401-0000-0000	INTEREST AND EARNINGS		7,000		7,000		-	0.00%
DB0-2650-0000-0000	SALE OF SCRAP		-		-		_	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT				-		_	100.00%
DB0-2680-0000-0000	INSURANCE RECOVERIES		÷		-		_	100.00%
DB0-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES		-		-		_	100.00%
DB0-2709-0000-0000	EMPLOYEES CONTRIBUTIONS		-		-			100.00%
DB0-2770-0000-0000	OTHER UNCLASSIFIED		-		-			100.00%
DB0-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS		3,000		3,000		38	1.27%
DB0-2801-0000-0000	INTERFUND REVENUES		50,000		50,000			0.00%
DB0-3501-0000-0000	STATE AID		83,256		83,256		-	0.00%
		\$	1,228,167	\$	1,228,167	Ś	38	0.0074
Expenditure								
DBO-5110-0100-0000	GENERAL REPAIRS-PER SVC	\$	227,440	s	227,440	5		0.00%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR		203,647		203,647	*		0.00%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL		42,000		42,060		3,213	7.65%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE		25,000		25,000		5,215	0.00%
DB0-5112-0200-0000	CAPITAL OUTLAY		83,256		83,256			0.00%
DB9-5130-0200-0000	MACHINERY- EQUIPMENT		170,000		170,000		168,659	99.21%
080-5130-0400-0000	MACHINERY- CONTRACTUAL		80,000		80,000		3,613	4.52%
OBO-5140-0100-0000	MISC BRUSH & WEEDS-PER SVC		,		00,000		3,013	
OBO-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL		2,500		2,500		1,950	100.00% 78.00%
DB0-5142-0100-0000	SNOW REMOVAL-PER SVC		101,480		101,480		25,684	
080-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL		82,250		82,250		5,330	25.31%
080-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS		101,480		101,480		25,684	6.48%
0B0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR		82,250		82,250			25.31%
80-9010-0800-0000	STATE RETIREMENT		60,000		60,000		5,330	6.48%
80-9030-0800-0000	SOCIAL SECURITY		33,000		33,000		13,065	21.78%
80-9040-0800-0000	WORKERS' COMPENSATION		40,000		40,000		3,836	11.62%
80-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE		90,000		90,000		36,793	91.98%
		Ś		\$	1,424,303		10,454 303,611	11.62%

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Account Number Revenue			Water #1			5135 44		77.7	10.41
Pauanua	Accou	unt Description		Approp Amount		Estimated Rev/Exp	T	YTD	
neveriue				pproprimedit 1		CSOMBLEU REVIERD	1	_ יווט	% YTD
HA0-1001-0000-0000	REAL PROPERTY TAX		\$	81.890	ė	97 000	,		
HA0-2401-0000-0000	INTEREST EARNINGS		*	300	2	81,890	>	-	0.00%
			\$	82,190	\$	300	-		0.00%
Expenditure			-Y	02,130	2	82,190	\$		
HA0-8340-0400-0000	CONTRACTUAL								
HA0-9730-0600-0000	BAN'S- PRINCIPAL		. \$	37,281	5	37,281	\$	29,748	79.79%
HA0-9730-0700-0000	BAN'S-INTEREST			40,623		40,623		-	0.00%
NAU-3730-0700-0000	DAM 2- IMIEKEZI			4,286		4,286		-	0.00%
			\$	82,190	\$	82,190	\$	29,748	_
1 10 2 1 10 1 1 1 1			Water #2						1 (See 194)
Account Number	Accou	int Description	Original A	pprop Amount		Estimated Rev/Exp	1	YTD	% YTD
Revenue							·		1 /0110
HB0-1001-0000-0000	REAL PROPERTY TAX		\$	51,334	ς	51,334	•		0.0004
HB0-2401-0000-0000	INTEREST & EARNINGS		·	500	*	500	J	-	0.00%
			\$		\$				0.00%
Expenditure				32,634	<u> </u>	51,834	\$	-	=
HB0-8340-0400-0000	CONTRACTUAL								
HB0-9730-0600-0000	BAN'S - PRINCIPAL		\$	22,625	\$	22,625	\$	13,025	57.57%
				28,140		28,140		-	0.00%
HB0-9730-0700-0000	BAN INTEREST			1,069		1,069		-	0.00%
			\$	51,834	\$	51,834	\$	13,025	-
					MADE STORE				•
	Deligion and the delice of the		Water #3	The state of the state of the	;-			manage of	্ণার শাস্ত্র
Account Number	Accoun	nt Description		pprop Amount		Estimated Rev/Exp		YTD	%YTD
Revenue									78110
HC0-1001-0000-0000	REAL PROPERTY TAX		\$	254,197	e	254,197	c		
HC0-2401-0000-0000	INTEREST AND EARNINGS		*	4,000	,	•	Þ	-	0.60%
			\$,	4,000	4	<u>-</u>	0.00%
Expenditure			7	230,137	\$	258,197	\$	-	
1C0-8340-0400-0000	CONTRACTUAL								
1C0-9730-0600-0000			\$	31,109	S	31,109	\$	17,045	54.79%
	BAN'S- PRINCIPAL			107,400		107,400		-	0.00%
HC0-9730-0700-0000	BAN INTEREST			119,688		119,688		69,588	58.14%
			\$	258,197	\$	258,197	\$	86,632	-
727 X 177 TO THE TRANSPORT								****	•
Etalena (Water Ext 1	1,50		The second state of the second	10890	4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	17 July 28 July 1
Account Number	Accour	nt Description	Original Ap	prop Amount		Estimated Rev/Exp		YTD	% YTD
Revenue									7611D F
100-1001-0000-0000	REAL PROPERTY TAX				:	3.001	¢		2 2224
	REAL PROPERTY TAX INTEREST AND EARNINGS		\$	3,001 \$;	3,001	\$	_	0.00%
			\$	3,091 S 200		200		-	0.00% 0.00%
HD0-1001-0000-0000 HD0-2401-0000-0000 Expenditure				3,001 \$			\$	-	
HD0-2401-0000-0000 Expenditure	INTEREST AND EARNINGS		\$	3,001 S	,	200 3,201			
HD0-2401-0000-0000 Expenditure			\$ \$ \$	3,001 \$ 200 3,201 \$	}	200 3,201 3,201	\$ \$	687	
HD0-2401-0000-0000 Expenditure	INTEREST AND EARNINGS		\$	3,001 S	}	200 3,201			0.00%
ND0-2401-0000-0006 Expenditure ND0-8340-0400-0000	INTEREST AND EARNINGS CONTRACTS		\$ \$ \$	3,001 \$ 200 3,201 \$	}	3,201 3,201 3,201	\$ \$ \$	687	0.00%
iD0-2401-0000-0000 xpenditure iD0-8340-0400-0000	INTEREST AND EARNINGS CONTRACTS		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$	}	200 3,201 3,201	\$ \$ \$	687	0.00%
xpenditure D0-8340-0400-0000 Account Number	INTEREST AND EARNINGS CONTRACTS	t Description	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,001 S 200 3,201 S 3,201 S 3,201 S		3,201 3,201 3,201	\$ \$ \$	687 687	21.47%
xpenditure ID0-8340-0400-0000 Account Number	INTEREST AND EARNINGS CONTRACTS Accoun	nt Description	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$		3,201 3,201 3,201	\$ \$ \$	687 687	0.00%
Account Number evenue	INTEREST AND EARNINGS CONTRACTS	t Description	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$		200 3,201 3,201 3,201 3,201	\$ \$ \$	687 687	0.00% 21.47% % YTD
Account Number evenue	INTEREST AND EARNINGS CONTRACTS Accoun	t Description	\$ \$ \$ Water Ext 2 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 5 3,201 \$ prop Amount 29,073 \$		200 3,201 3,201 3,201 3,201 5,201 Estimated Rev/Exp 29,073	\$ \$ \$	687 687	0.00% 21.47% % YTD 0.00%
Account Number evenue	INTEREST AND EARNINGS CONTRACTS Accoun	nt Description	\$ \$ \$ \$ \$ \$ Water Ext 2 Qriginal Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 500		200 3,201 3,201 3,201 201 Estimated Rev/Exp 29,073 500	\$ \$ \$	687 687 YTD	0.00% 21.47% % YTD
Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000	INTEREST AND EARNINGS CONTRACTS Accoun	t Description	\$ \$ \$ Water Ext 2 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 5 3,201 \$ prop Amount 29,073 \$		200 3,201 3,201 3,201 5,201 Estimated Rev/Exp 29,073 500	\$ \$ \$	687 687	0.00% 21.47% % YTD 0.00%
Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-2401-0000-0000 Ependiture	CONTRACTS Accoun REAL PROPERTY TAX INTEREST AND EARNINGS	t Description	\$ \$ \$ \$ Water Ext 2 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$		200 3,201 3,201 3,201 3,201 29,073 500 29,573	\$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 ependiture E0-8340-0400-0000	CONTRACTS Accoun REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL	it Description	\$ \$ \$ \$ \$ \$ Water Ext 2 Qriginal Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 7,000 \$ 7		200 3,201 3,201 3,201 3,201 29,073 500 29,573	\$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000	INTEREST AND EARNINGS CONTRACTS Accoun REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN- PRINCIPLE	t Description	\$ \$ \$ \$ Water Ext 2 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 7,000 \$ 7,000 \$ 7,000 \$ 7,000 \$ 8,875 \$ 19,940		200 3,201 3,201 3,201 3,201 29,073 500 29,573	\$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000	CONTRACTS Accoun REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL	t Description	\$ \$ \$ Water Ext 2 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 7,000 \$ 7		200 3,201 3,201 3,201 3,201 29,073 500 29,573	\$ \$ \$	687 687 YTD	0.00% 21.47% 21.47% % YTD 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000	INTEREST AND EARNINGS CONTRACTS Accoun REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN- PRINCIPLE	it Description	\$ \$ \$ \$ Water Ext 2 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 9,073 \$ 500 29,573 \$ 8,875 \$ 19,940		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 500 29,573 8,875 19,940 758	\$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000 E0-9730-0700-0000	INTEREST AND EARNINGS CONTRACTS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN-PRINCIPLE BAN INTEREST	t Description	\$ \$ \$ Water Ext 2 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 5,00 29,573 8,875 19,940 758	\$ \$ \$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-2401-0000-0000 E0-340-0400-0000 E0-340-0400-0000 E0-9730-0500-0000	INTEREST AND EARNINGS CONTRACTS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN-PRINCIPLE BAN INTEREST	t Description	\$ \$ \$ Water Ext 2 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 5,00 29,573 8,875 19,940 758	\$ \$ \$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00%
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Account Number evenue 0-1001-0000-0000 Account Number evenue 0-1001-0000-0000 0-9730-0600-0000 0-9730-0700-0000 Account Number evenue 0-1001-0000-0000 0-9730-0700-0000	CONTRACTS Account REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN- PRINCIPLE BAN INTEREST Account REAL PROPERTY TAX		\$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1 Original Ap	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758 29,573 \$ prop Amount 10,975 \$		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 500 29,573 8,875 19,940 758 29,573 Estimated Rev/Exp 10,975 150	\$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTID	0.00% 21.47% 21.47% % YTD 0.00% 0.00% 0.00% 0.00% 0.00%
Account Number e0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000 E0-9730-0700-0000 Account Number evenue E0-1001-0000-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000	INTEREST AND EARNINGS CONTRACTS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN-PRINCIPLE BAN INTEREST ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS		\$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1 Original Ap \$ \$	3,001 S 200 3,201 S 3,201 S 3,201 S prop Amount 29,073 S 500 29,573 S 19,940 758 29,573 \$ 29,573 \$ 29,573 \$		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 500 29,573 8,875 19,940 758 29,573 Estimated Rev/Exp 10,975 150	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTD -	0.00% 21.47% % YTD 0.00% 0.00% 0.00% 0.00%
Account Number e0-8340-0400-0000 Account Number evenue E0-1001-0000-0000 E0-9730-0500-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000 E0-9730-0700-0000	CONTRACTIS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN-PRINCIPLE BAN INTEREST ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL		\$ \$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1. Original Ap	3,001 S 200 3,201 S 3,201 S 3,201 S prop Amount 29,073 S 500 29,573 S 19,940 758 29,573 \$ 29,573 \$ 29,573 \$		200 3,201 3,201 3,201 3,201 29,073 500 29,573 8,875 19,940 758 29,573 Stimated Rev/Exp 10,975 150 11,125	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTID	0.00% 21.47% % YTD 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%
Account Number E0-8340-0400-0000 Account Number E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000 E0-9730-0000	INTEREST AND EARNINGS CONTRACTS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN- PRINCIPLE BAN INTEREST ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL PRINC PMTS- BANS		\$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758 29,573 \$ 10,975 \$ 150 21,125 \$ 2,775 \$		200 3,201 3,201 3,201 3,201 3,201 29,073 500 29,573 8,875 19,940 758 29,573 Estimated Rev/Exp 10,975 150 11,125	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-9730-0600-0000 E0-9730-0700-0000	CONTRACTIS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN-PRINCIPLE BAN INTEREST ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL		\$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758 29,573 \$ 29,573 \$ 29,573 \$ 20,573 \$ 21,125 \$ 2,775 \$ 6,250		200 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 500 29,573 8,875 19,940 758 29,573 Stimated Rev/Exp 10,975 150 11,125 2,775 6,250	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%
Account Number evenue E0-1001-0000-0000 Account Number evenue E0-1001-0000-0000 E0-2401-0000-0000 E0-340-0400-0000 E0-340-0400-0000 E0-340-0400-0000 E0-340-0400-0000 E0-340-0400-0000 E0-340-0400-0000 E0-340-0400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000 E0-3400-0000	INTEREST AND EARNINGS CONTRACTS ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL BAN- PRINCIPLE BAN INTEREST ACCOUNT REAL PROPERTY TAX INTEREST AND EARNINGS CONTRACTUAL PRINC PMTS- BANS		\$ \$ \$ Water Ext 2 Original Ap \$ \$ \$ Water #3 Ext. 1 Original Ap \$ \$	3,001 \$ 200 3,201 \$ 3,201 \$ 3,201 \$ 3,201 \$ prop Amount 29,073 \$ 500 29,573 \$ 8,875 \$ 19,940 758 29,573 \$ 10,975 \$ 150 21,125 \$ 2,775 \$		200 3,201 3,201 3,201 3,201 3,201 Estimated Rev/Exp 29,073 500 29,573 8,875 19,940 758 29,573 10,975 150 11,125 2,775 6,250 2,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	687 687 YTD	0.00% 21.47% % YTD 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

		Lighting			in a constant of the	\$\$ - 135.75
Account Number	Account Description	Original Approp Amount		Estimated Rev/Exp	YTD	% YTD
Revenue						1
130-1001-0000-0000	REAL PROPERTY TAX	\$ 16,32	6 \$	16,326	\$ -	0.009
L30-2401-0000-0000	INTEREST AND EARNINGS	10	00	100	_	0.009
		\$ 16,42	6 \$	16,426	\$ -	
Expenditure						=
130-5182-0401-0000	CONTRACTS	\$ 20,00	0 \$	20,000	\$ 972	4.869
		\$ 20,00		20,000	\$ 972	4.867
				20,000	7 312	
		Fire	50.0	ing and the strangers of	A STATE OF STATE OF STATE	Sec. 341.455
Account Number	Account Description	Original Approp Amount	T	Estimated Rev/Exp	YTD	% YTD
Revenue						70110
SF0-1001-0000-0000	REAL PROPERTY TAX	\$ 770,46	3 \$	770,463	•	0.00%
SF0-1120-0000-0000	NONPROPERTY TAX DIST	25,00		25,000	,	0.00%
SF0-2401-0000-0000	INTEREST EARNINGS	3,00		3,000	-	
		\$ 798,46		798,463	· -	0.00%
Expenditure		7 75,40	<u> </u>	7 20,403	· -	=
SF0-3410-0401-0000	CONTRACTS					
SF0-9025-0800-0000	SERVICE AWARDS PROGRAM	\$ 611,89		611,891	\$ -	0.00%
SF0-9040-0800-0000	WORKERS COMP INSURANCE	200,00		200,000	-	0.00%
37 0 3040 0800-0000	WORKERS COMP INSURANCE	25,00		25,000	12,005	48.02%
		\$ 836,89	1 \$	836,891	\$ 12,005	
		Refuse			and the second of the second	
Account Number	Account Description	Original Approp Amount	_	Estimated Rev/Exp	YID	
Revenue		Original Approp Amount		Estimated Key/Exp	עוד	% YTD
GO-1001-0000-0000	REAL PROPERTY TAX	\$ 731,55		731,555	ė	
GO-2130-0000-0000	REFUSE AND GARBAGE CHARGES	50		500	> -	0.00%
GO-2401-0000-0000	INTEREST EARNINGS	2,20		2,200	-	0.00%
		\$ 734,25		734,255	\$ -	0.00%
Expenditure		7 734,23	, ,	734,255	<u> </u>	:
G0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	704.00				
00 0100 0401 0000	GANDAGE CONTINACTORE DE	\$ 734,255 \$ 734.255			\$ 58,197	7.93%
		\$ 734,255	5 \$	734,255	\$ 58,197	
sak pading-ing again ing a	The State of the Control of the Cont	Ambulance	**** 2: 1			
Account Number	Account Description	Original Approp Amount	1	Estimated Rev/Exp	YTD	2.032.83
levenue		Original Approp Amount		cstillated vev/cxb	עוד	% YTD
M0-1001-0000-0000	REAL PROPERTY TAX	\$ 99,071		99.071		
M0-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	25,000		25,000	, .	0.00%
M0-2401-0000-0000	INTEREST INCOME	406		25,000	-	0.00%
		\$ 124,471				0.00%
xpenditure		7 124,471	. ,	124,471	\$ -	
M0-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT			2		
M0-4540-0400-0000	CONTRACTUAL	\$ 20,000		20,000	•	0.00%
M0-9025-0800-0000		60,047		60,047	21,144	35.21%
	LOCAL PENSION FUND	19,000		19,000	-	0.00%
M0-9040-0800-0000	WORKER'S COMP	11,000		11,000	5,512	50.10%
M0-9730-0500-0000	BAN'S PRINCIPAL	12,546		12,546	-	0.00%
M0-9730-0700-0000	BAN'S INTEREST	\$ 1,878 \$ 124,471		1,878		0.00%
				124,471	\$ 26,655	

Sandra Quinlan

From:

Mitch Tucker <

Sent:

Wednesday, March 10, 2021 8:17 AM

To:

Sandra Quinlan

Attachments:

MTucker Chair & Member Appointment 2021.pdf; MTucker Chair & Member

Appointment 2021.docx

Follow Up Flag:

Follow up Flagged

Flag Status:

Hi Sandra,

Please find attached a letter for the Board, to request reappointment to the Conservation Advisory Council for myself.

WIthin the letter I also request appointment to be the CAC's representative for the Erie County Environmental Management Council (ECEMC). I am not entirely sure that this position needs Town Board approval/appointing, but I figured I would play it "better safe than sorry".

Thank you very much, and I welcome any questions that the Board may have.

Respectfully, Mitch Tucker

7126 Parkside Dr, Hamburg, NY 14075

Terms Chairman 12/31/21 Member 3/1/2023

March 8, 2021

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

Dear Members of the Board,

My name is Mitch Tucker and I am writing today to seek (re)appointment for Town of Boston for three positions:

- 1) Membership to the Conservation Advisory Council (CAC)
- 2) Chairman to the Conservation Advisory Council
- 3) Representative to the Erie County Environmental Management Council (ECEMC)

The natural areas near and within the Town of Boston attracted me to call this area home when I moved to New York State in 2018. Shortly after moving to Boston, I discovered the CAC through the L.E.A.F. event. As a member of the CAC over the past year and a half, I have been a part of an enthusiastic group of residents dedicated to working to conserve the natural beauty of our Town and provide opportunities for others in our community to enjoy and appreciate our local resources, such as our recent Snowshoeing event.

As Chairman of the Council, I will continue to organize events and network with other local organizations and Boards, serving the community of the Town of Boston. My current and previous positions in leadership in a variety of organizations has provided me with necessary experience to successfully guide the CAC. In order to further these goals, I also seek appointment as the CAC's representative on the ECEMC. This appointment will allow the Town of Boston representation on the larger environmental organization of Erie County.

I respectfully request your support in being re-appointed as Member and Chairman of the Town of Boston's Conservation Advisory Council, and appointed as the CAC's representative for Erie County's Environmental Management Council. I welcome any questions that you may have.

Respectfully,

Dr. Mitch Tucker Assistant Professor of Biology Trocaire College 7126 Parkside Drive Hamburg, NY 14075



Town Board,

Hope you are all doing well and living your best in these times. I want to reserve our date and event with the understanding that NYS regulations are the guiding factors as to how we may proceed. I usual love the opportunity to work with the town to create conditions to which we may still hold a safe event and follow all health byuidelines. look forward to working with you. M. He Kyonthuhoff

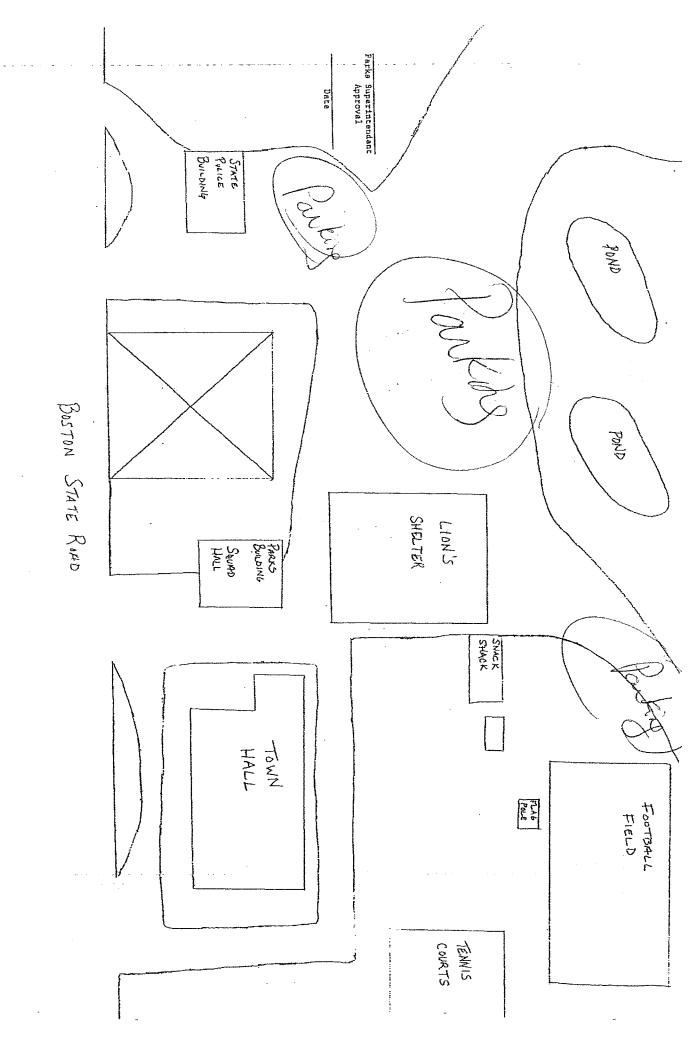
> Trooper David C. Brinkerhott Foundation 31 Sleepy Hollow Lane, Orchard Park New York 14127

> > www.trooperbrinkerhoff.com

TOWN OF BOSTON APPLICATION FOR USE OF FACILITY

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

ad and enhanted	at time of application Must be	ional proof from other agencies must be complet- a Boston Resident to request use. ***
Name/Organizati	ion Trooper David C. Brinker	Juff Foundation Date 2/24/21
Name of person re	esponsible for facilities Mike Br	LuffFoundation Date 2/24/21
Applicant Address	s 31 Sleepy Hollow Lan	e Orchard Park, NY 14177
Applicant Daytim	e Phone #	# Of Attendees: TBD (40
Date(s) Requested Set Up <u>Ture</u> Sporting Leagues	Time 18 3:00 - 8:00 pm Take Down — Please attach Schedule	# Of Attendees: TBD (40) 1:00am - Type of Event 5 Klock P
Certificate of Insu	trance from your organization must be s	submitted at least 1 week before your 1st sporting event
Ple	ase confirm that your dates do no	ot conflict with any Sporting Leagues
	Baseball—Josh Hacick 649-61 Soccer—Jessica Blesy 809-0121 or	8
, THE UNDERSIC	GNED, REQUEST PERMISSION T	O USE THE FOLLOWING: (check all that apply)
Town Hall (on Park Shelter Community Room w/ Kitchen oom Facilities	Boston Town Park Lions Shelter And Bathroom Facilities
		Small Shelter
North Bosto	on Park Fields	X Town Fields
	NT HAVE ANY OF THE FOLLOW	VING: (Check all that apply)
× Parade	- Who will provide traffic control?	Patchinfive Co & NYSP (Submit proof in writing from that agency at time of application)
Y 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 insura	ance company must be submitted 1 week before use begins)
Fireworks	(Certificate of Insurance from Firework V	endor must be submitted 1 week before your event)
	-Who will provide Fire Stand By?_(S	Submit proof in writing from that agency at time of application)
Vendors (over 5)		pe approved by Park's Superintendent before submittal to



TOWN OF BOSTON RECEIVED APPLICATION FOR USE OF FACILIERY

This Application is subject to Approval by the Town Board $\frac{200}{4}$ $\frac{14}{4}$ and MUST be received at least 1 week prior to Town Board meeting

		Iditional proof from other agencies must be com	plet-
		Date 2 /22/21	
Name of person re	esponsible for facilities Kris	sten Mc(abe	
Applicant Address	: 8863 Boston	State Road Boston, 14025	
Applicant Daytim	e Phone #_`	# Of Attendees: 25	-
Date(s) Requested Set Up		ime 6-7:30 Type of Event Society Pro	- 1chi
Sporting Leagues	— Please attach Schedule		
Certificate of Insu	rance from your organization must	t be submitted at least 1 week before your 1st sporting ev	ent
Ple	ase confirm that your dates do	o not conflict with any Sporting Leagues	
	Baseball—Josh Haeick 64 Soccer—Jessica Blesy 809-01.	19-6170 Football—Nick Jagow 725-9680 21 or Liz Cylka 319-8542	
I, THE UNDERSIG	GNED, REQUEST PERMISSIO	ON TO USE THE FOLLOWING: (check all that ap	ply)
	n Park Shelter	Boston Town ParkLions Shelter	
	Community Room w/ Kitchen oom Facilities	And Bathroom Facilities	
		Small Shelter	
North Bosto	on Park Fields	Town Fields	
WILL YOUR EVE	NT HAVE ANY OF THE FOLL	LOWING: (Check all that apply)	
Parade	- Who will provide traffic cont	crol?(Submit proof in writing from that agency at time of applications.	ion)
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 i	insurance company must be submitted 1 week before use begins)	
Fireworks	(Certificate of Insurance from Firewo	ork Vendor must be submitted 1 week before your event)	
	-Who will provide Fire Stand I	By?(Submit proof in writing from that agency at time of application	 on)
Vendors (over 5)		nust be approved by Park's Superintendent before submittal to	•

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 Ever	nt?	Yes Yes Yes	No No No
PLEASE NOTE:	ALL parties must submit a Certificate of Public Special Events serving alcohol multicense 1 week before your event.			
Certificates of Insurance: You must be on the Certificate of of Liability amounts needed:	ou must list the Town of Boston as addi Insurance. Your insurance agent can h	itionally inst help you wit	ired and the h this. T	he dates of the event he following is a list
	Private Party (Host Liquor) Public Special Event (Liquor Legal) Ride Vendor Fireworks Sporting Leagues	\$ 500,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000)))	
FEES: A \$75 Maintenant cover the cost of bathroom sur	nce Fee must be included with this applies, final clean up and administrative	application. re costs.	These fur	nds will be utilized to
	picked up on the business day before th irst business day immediately followin		d event an	ıd should be
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" applic	cation mu	ist be completed and
Requests may be submitted aff	ter September 1st the year before your o	event.		
that I will be responsible for an Clerk all Certificates of Insura	will be properly cleaned to the best of m ny damages caused to any of the faciliti nce and NYS Liquor License if necessa ationed sporting leagues and there are n	ies or ground ary at least 1	ds . I will : week pric	submit to the Town ior to my event. I
SIGNATURE OF APPLIC	CANT: Sussilication	<u> </u>		
Upon Completion, please su	<u> </u>			
********	**************************************	·****	:****	·****
FEE REC'D 3/2/202 \$75.00 (date ch# 3235	-{ APPROVED/DENIED : e)		(date)	-
tevised 1/2020				

April Dates

4/12/21 4/14/21 4/15/21 4/19/21 4/21/21 4/22/21 4/26/21 4/28/21 4/29/21

6-7:30 pm

RECEIVED BOSTON TOWN CLERK TOWN OF BOSTON CATION FOR THE CO APPLICATION FOR USE OF PARCILITY AM 9: 47

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

and MODI DC	eccircu ue icust i week pii	to to town bound incering
ed and submitted	at time of application. Must b	litional proof from other agencies must be complet- be a Boston Resident to request use. ***
Name/Organizati	on Conservation Adv	Sory Council Date 3 /10 /2021
Name of person re	sponsible for facilities No C Board Member	ah Gumlen
		& Boston NY 14025
Applicant Daytim	e Phone #	# Of Attendees: 150
Date(s) Requested Set Up	* 5 /8/2021 Tin M Take Dov — Please attach Schedule	ne 10-1 Type of Event Fishing Derby wn 2 PM
Certificate of Insu	rance from your organization must b	be submitted at least 1 week before your 1st sporting event
Ple	ase confirm that your dates do	not conflict with any Sporting Leagues
	Soccer—Jessica Blesy 809-012	
I, THE UNDERSIC	GNED, REQUEST PERMISSION	N TO USE THE FOLLOWING: (check all that apply)
South Bosto	n Park Shelter	Boston Town Park Lions Shelter
	Community Room w/ Kitchen com Facilities	Table 1 of the second s
North Bosto	on Park Fields	Town Fields
WILL YOUR EVE	NT HAVE ANY OF THE FOLLO	OWING: (Check all that apply)
Parade	- Who will provide traffic contro	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 in	surance company must be submitted I week before use begins)
Fireworks	(Certificate of Insurance from Firewor	rk Vendor must be submitted 1 week before your event)
	-Who will provide Fire Stand B	y?(Submit proof in writing from that agency at time of application)
Vendors	•	ust be approved by Park's Superintendent before submittal to

		
Alcoholic Beverages: (IF SERVING ALCOHOL, CHECK ALI THAI APPLY)	Are you serving alcohol? Are you having a Private Party? Are you having a Public Special Ever	YesNo YesNo nt?YesNo
PLEASE NOTE:		of Insurance I week before your event. nust also submit a copy of your NYS Liquor
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 insured and the dates of the event help you with this. The following is a list
	Private Party (Host Liquor) Public Special Event (Liquor Legal) Ride Vendor Fireworks Sporting Leagues	\$ 500,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
	nce Fee must be included with this applies, final clean up and administrative	application. These funds will be utilized to
	picked up on the business day before t first business day immediately followi	
TOWN OF BOSTON PR	OPERTIES ARE SMOKE FREE	
the Emergency Squad Bldg,	the "Request to use Coming Events	e the Community Announcement sign near Sign" application must be completed and ined from the Town Clerk's Office or al
Requests may be submitted a	ter September 1st the year before your	event.
that I will be responsible for a Clerk all Certificates of Insura	ny damages caused to any of the facilit	ny ability upon completion of the event and ies or grounds. I will submit to the Town ary at least I week prior to my event. I no conflicts with dates.
SIGNATURE OF APPLIC	CANT: Monh Ginlan	
Upon Completion, please s	ubmit to Town Clerk	
*********	***********	**********
FEE REC'D(dat	APPROVED/DENIED : e)	(date)
Revised 1/2020		

TOWN OF BOSTON – RESOLUTION NO. 2021- 21

AUTHORIZING PURCHASE OF WESTERN STAR 4700 DUMP TRUCK FOR HIGHWAY DEPARTMENT USE

WHEREAS, the Town of Boston Highway Superintendent has identified a need for a new dump truck to support highway operations and to replace an obsolete dump truck; and

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

WHEREAS, Fleet Maintenance, Inc., was awarded the Cattaraugus County DPW Bid, and pursuant to the bid pricing has offered to sell to the Town a Western Star 4700 truck cab and chassis with an extended warranty, a dump body, and plow equipment installed pursuant to the Highway Superintendent's specifications for a total price of \$211,858; and

WHEREAS, funding for the purchase price of \$211,858 is available from the following budget lines: DB0-5130-0200 Machinery – Equipment and DB0-5112-0200 CHIPS Capital Outlay;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby authorizes the procurement from Fleet Maintenance, Inc., of a Western Star 4700 truck cab and chassis with an extended warranty, a dump body, and plow equipment installed pursuant to the Highway Superintendent's specifications for a total price not to exceed \$211,858.

On March 17, 2021, 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	Vo	Abs	tain	Abs	ent
Councilmember Cartechine	[]	[]	[]	ſ	1
Councilmember Lucachik	[]	[]	[]	ĺ	ĺ
Councilmember Martin	I]	[]	ĺ]	Ī	ĺ
Councilmember Selby	[]		1	Ī	Ī	Ī	ĺ
Supervisor Keding	Ī]	ĺ]	ĺ	Ī	Ì	ĺ

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON - RESOLUTION NO. 2021 - 22

APPROVE THE CodeRED SERVICE AGREEMENT

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

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

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

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

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

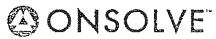
NOW THEREFORE BE IT

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

On March 17th, 2021, 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	lo	Abstain	Absent
Councilmember Cartechine	[]	[}		
Councilmember Lucachik	[]	[)	Ī	
Councilmember Martin	[Ì	Ī	ĺ	ii	
Councilmember Selby	ĺ	ĺ	Ī	ĺ	ií	
Supervisor Keding	Ī	ĺ	Ì	ĺ	ii	

Sandra L. Quinlan, Town Clerk



SERVICE AGREEMENT CodeRED®

Unlimited Emergency Only Unlimited SMS Texts

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of <u>the last date signed on Exhibit 8</u> (the "Effective Date").

		RVICE ORDER
Provider Information:	Provider Name:	ONSOLVE, LLC
("Provider")	Entity Type:	Limited Liability Company
() Tovides /	State of Incorporation:	Delaware
	Provider Address:	780 W. Granada Boulevard
		Ormond Beach, FL 32174
Customer Information:	Customer Name:	Town of Boston
("Customer")	Entity Type:	body politic
	State of Incorporation:	New York
	Customer Address:	8500 Boston State Poad
	Business Contact/Title:	Boston, NY 14025 Jason Keding/Town Supervisor
	Phone:	(716) 941-6518
	Email:	supervisorkeding@gmail.com
Primary User Name:	Please complete below if the Prima	ary User is different from the Business Contact
Phone:		
Email:		
Unless otherwise specified on a	Customer purchase order or below	, Provider will send invoices to the Customer Business Contact addre
Customer Invoice Name:	ami Maayi ka 100 mil 190 kilo kuu 190 kii ili ili galkiini yili ya ka ini ahaan maanaya uun aana, haan oo balan uuna tarattii ya	
Attention:	Market in de de de la Station de Station de Station de Station de Station de Station de la completation de l	
Address:	onericanistica di Arabam materillestrativa Arbahamania, <u>una</u> sarri e <mark>mate</mark> sarria e este e e e e e	
City, State, Zip:	ang dalam na manana ng manana na manana na manana na manana na manana na manana na manana manana dalam da mat	
Phone:	and the second s	
Email:	THE RESERVE OF THE PROPERTY OF	The state of the s
	Preferred method of rece	elving Involces: 🗌 Email 🔲 US Mail
		ERVICE DESCRIPTION
Initial Term (commencing on Effect)	ve Date)	One (1) Year
Renewal Term(s)		One (i) Year
		NLY - System Minutes - Unlimited SMS Texts
Annual Notification Subscription Fed	e :	\$3,200.00
Additional Features		
Commercially Available Data		Included
One (1) annual Provider-assisted tr	aditional Import for Customer data	Included
	initial Term Subtotal:	\$3,200.00
		·
	All amounts are stated in United Stat	es Dallars unless specifically indicated otherwise
 GIS (Target Recipients by George) 	graphic Location): Town of Boston, N	lew York (the "Notification Area")
		hits per year for Emergency Notifications sent via phone: Emergency
means immediate threat to life a		
	Fee includes unlimited Notifications	
 Provider reserves the right to in Renewal Term (as applicable). 	icrease the rees for any Renewal Terr	n in an amount not to exceed five percent (5%) of the prior Initial Term or
ATTACHMENTS: EXHIBIT A - GENERA	L SERVICE DESCRIPTION, EXHIBIT 8 - T	ERIAS AND CONDITIONS, EXHIBIT C - ACCEPTABLE USE POLICY
VE, LLC	Page 1	Control of the Contro
DENTIAL AND PROPRIETARY 018 Form		

ONSOLVÉ, LLC	TOWN OF BOSTON, NEW YORK
Signed:	Signed:
Printed Name:	Printed Name
Title:	Title:
Date:	Date:

EXHIBIT A GENERAL SERVICE DESCRIPTION - CODERED®

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

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

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

Description of Service. With subscription, Customer receives

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

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

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

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

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

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

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

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

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

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

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

ONSOLVE LLC CONFIDENTIAL AND PROFRIETARY Page 4 of 4

Exhibit B TERMS AND CONDITIONS

1. DEFINITIONS.

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

2. SCOPE OF THE SERVICE.

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

ONSOLVE, LLC CONFIDENTIAL AND PROPRIETARY Discrete: 20:8 Faim	Page 1 pt 6	

Contomer Initials

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

PAYMENT AND TAXES

- Payment Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be bited in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.
- Jaxes In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income
- Message Surcharges Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

TERM AND TERMINATION

- Term: Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on 41 the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set from on the applicable Service Order, unless either party provides at least thirty (30) days' written notice, that the Agreement will expire at the end of the Initial Term or then-current Renewal
- Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured 42 within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any junsdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies
- Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations), or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period
- Effects of Termination Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement, and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and upon Provider's request provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach, (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees

CUSTOMER OBLIGATIONS 5.

- Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.
- Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C
- Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of, Notice; Choice, Accountability

ONSQLVE, LLC CONFIDENTIAL AND PROPRIETARY December 2018 Form

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

5. CONFIDENTIALITY AND SECURITY.

- Confidential Information During the course of this Agreement, each party may have access to confidential, proprietary or trade 6 1 secret information disclosed by the other party including without limitation ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and propnetary information. Information will not be deemed "Confidential Information" if it (a) is generally available to the public (other than through breach of this Agreement). (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality, or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party. will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information
- 6.2. <u>Security.</u> Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

- 7.1. <u>Mutual Representations</u>. Each party represents and warrants that. (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (ii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms
- 7.2. <u>Additional Provider Representations</u> Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation, and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanike manner consistent with industry standards.
- 7.3. <u>Disclaimer.</u> Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments, will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

- 8.1. <u>Provider General Indemnification</u>. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectivety, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.
- 8.2. <u>Provider IP Indemnification</u> Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement, (b) Customer has modified the Service or any part thereof without Provider's express; written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alteged infringement. In the event Provider believes that

CITSOLVE, LLC CONFIDENTIAL AND PROFRIETARY December 2018 Form Page 3 of 6

Customer Initials

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

- 8.3. <u>Customer Indemnification</u> Customer agrees to indemnify, defend and hold hamiless Provider and its Affiliates. Hicensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.
- 8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim, aind (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent

9. LIMITATION OF LIABILITY

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

10. GENERAL

- 10.1. <u>Force Majeure</u>. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions delays, or malfunctions of service by third-party service providers.
- 10.2. <u>Dispute Resolution</u>. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party enterparty may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and expents' fees and costs.
- 10.3. <u>Publicity.</u> For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval not to be unreasonably withheld.
- 10.4 <u>Survival of Terms</u>. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement
- 10.5. <u>Independent Contractor</u>. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.
- 10.6. <u>Severability</u>. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

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- 10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.
- 10.8 <u>Notice</u>. All notices and consents required or permitted under this Agreement must be in writing, must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.
- 10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.
- 10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North, Korea, Sudan or Syna) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act, as Users.
- 10.1.1. <u>U.S. Government End Users.</u> As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.
- 10.12 <u>Assignments.</u> Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC	CUSTOMER: TOWN OF BOSTON, NEW YORK
Signed:	Signed:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Executed for Exhibits B and C

ONSOLVE; ELC ECNEIDENTIAL AND PROPRIETARY December 2018 Form Page 8 of 6

Customer Initials

EXHIBIT C ACCEPTABLE USE POLICY

General Terms.

- All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content Customer shall be responsible for and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or habitly arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further Customer is responsible for (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider) (ii) all Fees according from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (ii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.
- 1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact. Contacts with respect to the provision of any data transmitted through the Service.
- 1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws
- 1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.
- 1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer
- 1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's opt-in' consent to receive or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.
- 1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to, opt-out, or unsubscribe.
- 1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.
- 1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.
- 1.10 Customer will not send any Content that it knows, or has reason to know. (i) infringes another's rights in intellectual property, (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.
- 1.11 Customer with not, and will not permit its Users or any third parties to (i) engage or facetate any unethical, deceptive or misleading practices in connection with the use of the Service. (ii) use the Service in connection with any telemarketing, solicitations, donations, sales spanning or any unsolicited messages (commercial or otherwise), and/or (iii) provide Content to be transmitted in the Service which (a) is defamatory, libelous, ebscene, pornographic, or is otherwise harmful, (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelb ots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.
 - 1.12 Customer may send SMS Texts in text format only.
- 1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered
- 1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers aggregators, government agencies, etc.)
- 1.15 Customer agrees to maintain all security regarding its (and its Users') account ID password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise

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TOWN CLERK'S MONTHLY REPORT

FEBRUARY, 2021

page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND
PAID TO NYSDEC FOR DECALS
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM

2,088.52

23.62

_____75.00

TOTAL DISBURSEMENTS

2,187.14

MARCH 5, 2021



, SUPERVISOR

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

I, SANDRA QUINLAN , being duly sworn, says that I am the Clerk of the TOWN OF BOSTON that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and sworn to before me this

day of March 202

Notary Public

Town Clerk

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01MI6385215
Qualified in Erie County
Commission Expires 12-31-20

TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON. NEW YORK

FEBRUARY, 2021

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255	1 DECALS 30 PHOTOCOPIES 5 DEATH CERTIFICATES 4 FAXES	1.38 7.50 50.00 1.00
The second secon	TOTAL TOWN C	LERK FEES 59.88
A2530	GAMES OF CHANCE PROCEEDS TOTAL A2530	284.64
A2544	52 DOG LICENSES TOTAL A2544	400.00
A2545	3 REFUSE LICENSE TOTAL A2545	300.00
A2555	BUILDING PERMITS TOTAL A2555	1,044.00