

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITY

RECEIVED
BOSTON TOWN CLERK

2021 MAR 13 AM 9:42

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

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

Name/Organization ODINS' ANGELS SEARCH, RESCUE, AND RECOVERY GROUP INC. Date 3 / 12 / 21

Name of person responsible for facilities Lynn M Kirby
Title Officer

Applicant Address 7001 Sunset Lane Boston, 14025

Applicant Daytime Phone # 781-333-1111 # Of Attendees: whatever the guidelines will allow

Date(s) Requested* Saturday July 17th Time 10 am - 6 pm Type of Event Fundraiser
Set Up 8 am Take Down 6 pm

Sporting Leagues — Please attach Schedule

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

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

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

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

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

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

- ☐ Parade - Who will provide traffic control? _____
(Submit proof in writing from that agency at time of application)
- ☒ Parking (over 50) *depending on how many people attend* - 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 insurance company must be submitted 1 week before use begins)
- ☐ Fireworks (Certificate of Insurance from Firework Vendor must be submitted 1 week before your event)
- ☐ -Who will provide Fire Stand By? _____
(Submit proof in writing from that agency at time of application)
- ☒ Vendors (over 5) - Please submit Layout (This must be approved by Park's Superintendent before submittal to Town Clerk with application)

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

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

____ Yes ☒ No
____ Yes ☒ No
☒ Yes ____ No
Fundraiser

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

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

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

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

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

TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

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

SIGNATURE OF APPLICANT: *Synn M Kirby*

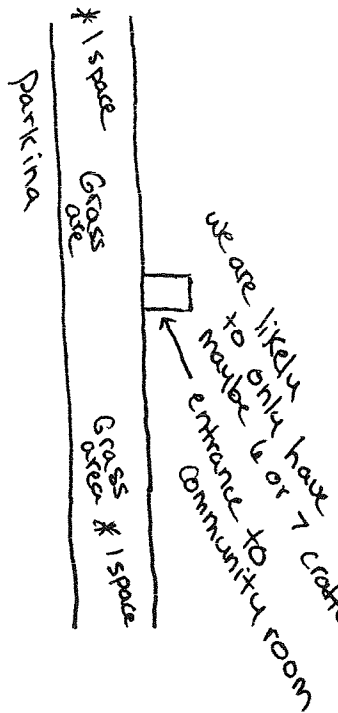
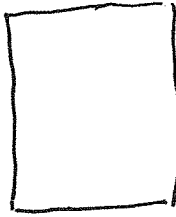
Upon Completion, please submit to Town Clerk

FEE REC'D 3/13/2021 APPROVED/DENIED : _____
\$75.00 (date) (date)

money order

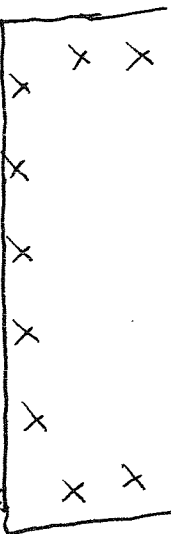
Please forgive my drawing abilities 😊
I wanted to atleast have some kind of layout prepared

In a grassy area
we would like something
set up for kids.
we to have set up for kids
but we aren't
sure yet
what yet



The Fields (with the exception of the
baseball diamonds)

is where the majority
of crafters/vendors will
be set up



The goal is to line them
up around the inside of the
fences and we are going to
have approximately 12 feet
separation each spot (6 feet on each side
of the tents)



← Lions shelter
* this is where will
be set up
* THIS ANGELS
will be set up
with people
alone with people

I do not know
how many people
will be setting up yet
so it is hard for me to
do a complete layout at
this time

NE Will be following all NYS Guidelines attached*

RECEIVED
BOSTON TOWN CLERK

TOWN OF BOSTON

APPLICATION FOR USE OF FACILITY

2021 MAR 18 PM 3:47
This Application is subject to Approval by the Town Board
and MUST be received at least 1 week prior to Town Board meeting

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

Name/Organization Hamburg Junior Baseball Softball League Date 3 / 16 / 21

Name of person responsible for facilities Josh Haeick
Title Recreation Supervisor / League Director

Applicant Address 200 Prospect Ave. Hamburg, NY 14075

Applicant Daytime Phone # 716-649-6170 # Of Attendees: 50-75 per day

7 days per week
Date(s) Requested* 4/5/21 - 8/13/21 Whenever soccer / football begins Weeknights - 5:30pm - 8:30pm Baseball games
Time Sat/Sun 9am - 7pm Type of Event practices

Set Up Bathrooms opened / Bases in Take Down Bathrooms closed / Bases out

Sporting Leagues — Please attach Schedule

PORTA TOYS
JASWICKI LLC

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

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

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

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

- | | | |
|--|---|--|
| <input type="checkbox"/> South Boston Park Shelter | Boston Town Park | <u>Boston Town Park</u>
<u>baseball diamonds</u>
<u>#1, #2, & #3</u> |
| <input type="checkbox"/> Town Hall Community Room w/ Kitchen And Bathroom Facilities | <input checked="" type="checkbox"/> Lions Shelter And Bathroom Facilities | |
| <input checked="" type="checkbox"/> North Boston Park Fields (90' regulation baseball diamond) | <input type="checkbox"/> Small Shelter | |
| | <input checked="" type="checkbox"/> Town Fields | |
| | | |

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

- | | | |
|---|---|--|
| <input type="checkbox"/> Parade | - Who will provide traffic control? | |
| <input checked="" type="checkbox"/> Parking (over 50) <u>- not over 50 vehicles</u> | - Please submit parking Plan: | (This must be approved by Park's Superintendent before submittal to Town Clerk with application) |
| <input type="checkbox"/> Rides | (Certificate of Insurance from your insurance company must be submitted 1 week before use begins) | |
| <input type="checkbox"/> Fireworks | (Certificate of Insurance from Firework Vendor must be submitted 1 week before your event) | |
| | -Who will provide Fire Stand By? | |
| | | (Submit proof in writing from that agency at time of application) |
| <input type="checkbox"/> Vendors (over 5) | - Please submit Layout | (This must be approved by Park's Superintendent before submittal to Town Clerk with application) |

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

Are you serving alcohol?

___ Yes

X No

Are you having a Private Party?

___ Yes

X No

Are you having a Public Special Event?

___ Yes

X No

PLEASE NOTE:

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

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

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

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

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

TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

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

SIGNATURE OF APPLICANT: _____

Upon Completion, please submit to Town Clerk

FEE REC'D 3/18/21
(date)

APPROVED/DENIED : _____
(date)

ck# 2499
\$75.00



Reopening New York

Sports and Recreation Guidelines



Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

Risk Profiles	Description	Sports (Non-Exhaustive)		Type of Play Allowed (As of 2/1/21)	
Higher-Risk Sports	<p>Least ability to maintain physical distance and/or be done individually</p> <p>Least ability to:</p> <ol style="list-style-type: none"> 1. avoid touching of shared equipment, 2. clean/disinfect equipment between uses by different individuals, or 3. not use shared equipment at all 	<p>Football</p> <p>Wrestling</p> <p>Ice hockey</p> <p>Rugby</p> <p>Basketball</p> <p>Contact lacrosse</p>	<p>Volleyball</p> <p>Martial arts</p> <p>Competitive cheer/dance</p>	<p>✓ Individual or distanced group training or activities</p> <p>✓ Organized no/low-contact group training (e.g. sport camps and clinics)</p> <p>✓ If permitted by local health authorities:</p> <ul style="list-style-type: none"> • Competitive team practices • Games, meets, matches, scrimmages (e.g. organized leagues, pick-up sports) • Competitive tournaments of multiple games, meets, matches, or scrimmages requiring travel* 	
Moderate-Risk Sports	<p>Limited ability to maintain physical distance and/or be done individually</p> <p>Limited ability to:</p> <ol style="list-style-type: none"> 1. avoid touching of shared equipment, 2. clean/disinfect equipment between uses by different individuals, or 3. not use shared equipment at all 	<p>Baseball/ Softball</p> <p>Doubles tennis</p> <p>Racket games (e.g. badminton, racquetball)</p> <p>Water polo</p> <p>Gymnastics</p> <p>Field hockey</p> <p>Swimming relays</p>	<p>Crew (2+ rowers)</p> <p>Rafting</p> <p>Paintball</p> <p>Soccer</p> <p>Non-contact lacrosse</p> <p>Flag football</p> <p>BMX bike racing</p>	<p>✓ Individual or distanced group training or activities</p> <p>✓ Organized no/low-contact group training (e.g. sport camps and clinics)</p> <p>✓ Competitive team practices</p> <p>✓ Games, meets, matches, scrimmages (e.g. organized leagues, pick-up sports)</p> <p>✓ Competitive tournaments of multiple games, meets, matches, or scrimmages requiring travel*</p>	
Lower-Risk Sports	<p>Greatest ability to maintain physical distance and/or be done individually</p> <p>Greatest ability to:</p> <ol style="list-style-type: none"> 1. avoid touching of shared equipment, 2. clean/disinfect equipment between uses by different individuals, or 3. not use shared equipment at all 	<p>Individual running</p> <p>Batting cages</p> <p>Hunting/ Shooting/Archery</p> <p>Golf/Mini-golf</p> <p>Non-motorized boating</p> <p>Singles tennis</p> <p>Rock climbing</p>	<p>Individual swimming</p> <p>Individual crew</p> <p>Cross country running</p> <p>Toss/bowl games (e.g. horseshoes, bocce, bean bag toss)</p> <p>Flying disc games (e.g. disc golf, frisbee)</p> <p>Ropes courses</p>	<p>✓ Games, meets, matches, scrimmages (e.g. organized leagues, pick-up sports)</p> <p>✓ Competitive tournaments of multiple games, meets, matches, or scrimmages requiring travel*</p> <p>*For all lower, moderate, and higher risk sports, travel for practice or play is prohibited outside of the region or contiguous counties/regions. Interstate travel for practice or play is strongly discouraged and, if undertaken, must strictly adhere to the requirements of the State's <u>travel advisory</u>.</p>	

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.



Reopening New York

Sports and Recreation Guidelines



Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

	Mandatory	Recommended Best Practices
Physical Distancing	<ul style="list-style-type: none"> ✓ For any indoor sport or recreational activity, limit capacity to no more than 50% of the maximum occupancy for a particular area, inclusive of employees, patrons/players/spectators. ✓ No more than 2 spectators per player. ✓ Ensure 6 ft. distance between individuals at all times, whether indoors or outdoors, unless safety or core activity (e.g. practicing, playing) requires a shorter distance. If a shorter distance is required, individuals must wear face coverings, unless players are unable to tolerate such a covering for the physical activity (practicing, playing); provided, however, that coaches, trainers, and/or other individuals who are not directly engaged in activity are required to wear face coverings. ✓ Employees at check-in/appointment desks must maintain six feet from other individuals, unless there is a physical barrier between them. Any time employees interact with patrons/players/spectators, they must wear acceptable face coverings. ✓ Post signage and distance markers denoting spaces of 6 ft. in all commonly used areas indoors for employees and any areas in which lines are commonly formed or people may congregate (e.g. break rooms, equipment checkout areas, cash register areas, locker rooms). 	<ul style="list-style-type: none"> ✓ Stagger schedules for patrons/players and/or teams to utilize facilities. ✓ Enact physical barriers (e.g. plastic shielding walls) at appointment desks, where they would not impair air flow, heating, cooling, or ventilation, in accordance with <u>OSHA guidelines</u>. ✓ Modify layouts and reduce bi-directional foot traffic of patrons/players/spectators walking through spaces by posting signs with arrows in narrow paths, hallways, or spaces. ✓ Prohibit the use of small spaces (e.g. behind cash registers, equipment checkout areas) by more than one individual at a time, unless all individuals are wearing face coverings. ✓ Encourage patrons to use touchless payment, pay ahead, or reserve options, when available.
On-Site Activity	<ul style="list-style-type: none"> ✓ For outdoor fitness classes: <ul style="list-style-type: none"> • Limit class sizes in accordance with the social gathering restrictions that are in effect within the region. • Ensure patrons maintain a distance of 6 ft. from one another and class instructor(s). • Prohibit higher-risk activities where physical contact can't be continuously avoided (e.g. martial arts, boxing). ✓ Monitor and control the flow of traffic into the facility or area to ensure adherence to maximum capacity requirements. 	<ul style="list-style-type: none"> ✓ For sports/recreation activities that may involve group interaction, use remote check-in where applicable (e.g. to reserve courts, tee times). ✓ For outdoor fitness classes: <ul style="list-style-type: none"> • Encourage patrons to bring their own equipment (e.g. yoga mats), or clean/disinfect equipment that is made available for patrons after each use. • Implement work-out "shifts" in which individuals sign up for designated times to attend classes and build cohorts that remain consistent (i.e. the same set of people work-out together each time). • Discourage hands-on adjustments (e.g. yoga) ✓ Adjust hours as necessary to enable enhanced cleaning/disinfection procedures.

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.



Reopening New York

Sports and Recreation Guidelines



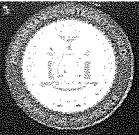
Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

	Mandatory	Recommended Best Practices
On-Site Activity	<ul style="list-style-type: none"> ✓ For any food service activities, follow the food service guidelines applicable to the region. ✓ For bowling centers and alleys, and, effective March 5, 2021, pool and billiard halls, and establishments that provide both recreational activities (e.g., darts, toss/bowl/shuffle games, racket games, axe throwing) and food/beverage service for patrons: <ul style="list-style-type: none"> • Restrict facility capacity to no more than 50% of the maximum occupancy; provided that establishments in New York City may be restricted to a lower capacity based on indoor dining guidance, which is limited to 35%, effective February 26, 2021. • Require face coverings at all times; • Strictly enforce social distancing of at least six feet between parties of patrons/players, including during play by closing adjacent bowling lanes, pool/billiard tables, and boards/games or enacting appropriate physical barriers. • Ensure patrons/players interact only with their party at their assigned lane/table/board/game. • Rigorously clean and disinfect any rented or shared equipment (e.g., bowling balls/shoes, pool/billiard cues/racks, other game objects) between use; • Limit the number of patrons/players to any event at the facility to no more than the current social gathering restrictions that are in effect; and • Adhere to DOH's "Interim COVID-19 Guidance for Food Services" and all other applicable state-issued guidance (e.g., State Liquor Authority) for food and beverage service on the premise of the facility. 	<ul style="list-style-type: none"> ✓ For golf courses/driving ranges: <ul style="list-style-type: none"> • Limit tee times to 4 players, except for members of the same household • Restrict use of golf carts to single riders or members of the same household only, unless a physical barrier that doesn't impede visibility/operation of the cart is in place. • Keep golf bags in possession, when possible • Prohibit the use of bunker rakes (except by employees/maintenance staff), ball washers, and water coolers. • Permit golf pros on the course, provided they do not touch players and keep 6 ft. distance at all times unless wearing a face covering or separated by a physical barrier. • Prohibit common use of tees/scorecards/pencils/ball markers among non-household members, unless such items are cleaned/disinfected between use. • Only allow club/equipment rentals if cleaned/disinfected before/after player use. • Post messaging/signage to reflect interim rules. ✓ For bowling centers/alleys, pool and billiard halls, and establishments that provide both recreational activities and food/beverage service for patrons: <ul style="list-style-type: none"> • Encourage patron/player visits to be made in advance by reservation only, where practicable; • Assign patrons/players seating and require that individuals not actively participating in game remain seated, unless they are arriving, departing, ordering, or receiving food/beverage, or going to the restroom. • Implement "sign-up" policies; and/or offer "equipment valets" where employees retrieve equipment for patrons/players; • Remind patrons/players to clean and disinfect equipment before and after use; • Limit use of rented equipment (e.g., a single individual may only use one bowling ball for the duration of play); and/or • Encourage patrons/players to bring and use their own equipment (e.g., bowling balls, pool cue).



Reopening New York

Sports and Recreation Guidelines



Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

	Mandatory	Recommended Best Practices
Protective Equipment	<ul style="list-style-type: none"> ✓ Ensure individuals not participating in sports or recreation activities (e.g. coaches, spectators) wear appropriate face coverings when they are within less than 6 ft. of other individuals, unless a physical barrier is present. ✓ Employees must wear face coverings any time they interact with patrons/ players/spectators, regardless of distance. ✓ Provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of need for replacement. ✓ Acceptable face coverings include but are not limited to cloth (e.g. homemade sewn, quick cut, bandana) or surgical masks. ✓ Clean, replace, and prohibit sharing of face coverings. Consult the CDC guidance for additional information on cloth face coverings and other types of personal protective equipment (PPE), as well as instructions on use and cleaning and disinfection. ✓ Train workers on how to don, doff, clean (as applicable), and discard PPE. ✓ Limit the sharing of objects (e.g. equipment) and discourage touching of shared surfaces (e.g. cash registers); or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact. 	
Hygiene, Cleaning, and Disinfection	<ul style="list-style-type: none"> ✓ Adhere to hygiene and sanitation requirements from the <u>Centers for Disease Control and Prevention</u> (CDC) and <u>Department of Health</u> (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning. ✓ Provide and maintain hand hygiene station, including handwashing with soap, water, and paper towels, as well as an alcohol based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible. 	

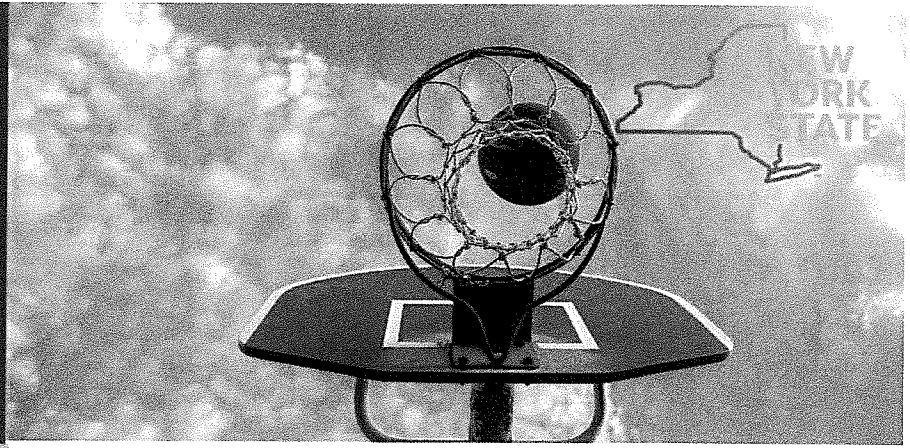
STAY HOME.

STOP THE SPREAD.

SAVE LIVES.



Reopening New York



Sports and Recreation Guidelines

Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

	Mandatory	Recommended Best Practices
Hygiene, Cleaning, and Disinfection (cont'd)	<ul style="list-style-type: none"> ✓ Hand sanitizer must be placed throughout the site for use by employees and patrons/players/spectators. ✓ Provide and encourage employees to use cleaning/disinfecting supplies before and after use of shared and frequently touched surfaces, followed by hand hygiene. ✓ Prohibit shared food and beverages among employees (e.g. self-serve meals and beverages), encourage employees to bring lunch from home, and reserve adequate space for employees to observe social distancing while eating meals. ✓ Conduct regular cleaning and disinfection and more frequent cleaning and disinfection of shared objects and surfaces, as well as high transit areas, such as payment devices, pickup areas, restrooms, common areas, using Department of Environmental Conservation (DEC) <u>products</u> identified by the Environmental Protection Agency (EPA) as effective against COVID-19. ✓ If cleaning or disinfection products or the act of cleaning and disinfection causes safety hazards or degrades the material or machinery, personnel should have access to a hand hygiene station between use and/or be supplied with disposable gloves. 	
Communication	<ul style="list-style-type: none"> ✓ Affirm you have reviewed and understand the state-issued industry guidelines, and that you will adhere to them. ✓ Post signage inside and outside of the facility or area to remind personnel and patrons/players/spectators to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfection protocols. ✓ Conspicuously post completed safety plans on site. 	<ul style="list-style-type: none"> ✓ In partnership with community organizations, leagues, etc., establish a communication plan for employees, visitors, and clients with a consistent means to provide updated information.

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.



Reopening New York

Sports and Recreation Guidelines



Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as previously determined, may partake in all types of play.

Effective July 6, 2020, in regions that have reached or surpassed Phase 3 of the State's reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play.

Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health department).

During the COVID-19 public health emergency, all reaction businesses/leagues/organizations should stay up to date with all changes to state and federal requirements related to sports and recreational activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. For more information, see "Interim COVID-19 Guidance for Sports and Recreation."

	Mandatory	Recommended Best Practices
Screening	<ul style="list-style-type: none"> ✓ Implement mandatory health screening assessment (e.g. questionnaire, temperature check) for employees and, where practicable, vendors, but do not mandate for patrons/players/spectators or delivery personnel. ✓ At minimum, screening must determine whether the worker or vendor has had: (1) COVID-19 <u>symptoms</u> in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close or proximate contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed and such review must be documented. ✓ Designate a site safety monitor whose responsibilities include continuous compliance with all aspects of the site safety plan. 	<ul style="list-style-type: none"> ✓ Perform screening remotely (e.g. by telephone or electronic survey), before reporting to the location, to the extent possible. ✓ Maintain a continuous log of every person, including employees, who may have close or proximate contact with other individuals at the work site or area; excluding patrons/players/spectators and deliveries that are performed with appropriate PPE or through contactless means. ✓ Encourage – but do not require – patrons/players/spectators to complete a health screen and provide contact information so that they can be logged and contacted for contact tracing, if necessary. ✓ On-site screeners should be trained by employer-identified individuals familiar with CDC, DOH, and OSHA protocols and wear appropriate PPE, including at a minimum, a face covering. ✓ Refer to DOH <u>guidance</u> regarding protocols and policies for employees seeking to return to work after a suspected or confirmed case of COVID-19 or after the employee had close or proximate contact with a person with COVID-19.

TOSH DATES WORK.

23
con
29

RECEIVED
BOSTON TOWN CLERK

29

_____ Vendors (over 5) - Please submit Layout (This must be approved by Park's Superintendent before submittal to Town Clerk with application)

Alcoholic Beverages:

(IF SERVING ALCOHOL, CHECK ALL THAT APPLY)

Are you serving alcohol?

____ Yes ____ No

Are you having a Private Party?

____ Yes ____ No

Are you having a Public Special Event?

____ Yes ____ No

PLEASE NOTE:

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

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

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

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

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

TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

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

SIGNATURE OF APPLICANT: _____



Upon Completion, please submit to Town Clerk

FEE REC'D _____
(date)

APPROVED/DENIED : _____
(date)

Following NYS, CDC,
our own Covid Rules

TOWN OF BOSTON

APPLICATION FOR USE OF FACILITIES

JUN 12 AM 9:58

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

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

Name/Organization Boston Youth Soccer League Date 4/10/2021

Name of person responsible for facilities Jessica Blesy
Title President

Applicant Address 6384 Chestnut Ridge Rd, OP, NY 14127

Applicant Daytime Phone # 716-809-0121 # Of Attendees: 150-200 *covid depends*

Date(s) Requested* 7/1/2021-9/30/21 Time 5:30pm Type of Event Rec - Soccer
Set Up 7/1/2021 Take Down 9/30/21

Sporting Leagues — Please attach Schedule

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

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

Baseball—Josh Haeick 649-6170 Football—Nick Jagow 725-9680
Soccer—Jessica Blesy 809-0121 ~~649-6170~~

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

☐ South Boston Park Shelter

☐ Town Hall Community Room w/ Kitchen
And Bathroom Facilities

☒ North Boston Park Fields

☒ Boston Town Park

☒ Lions Shelter - maybe if covid
And Bathroom Facilities

☐ Small Shelter

☒ Town Fields

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

☐ Parade - Who will provide traffic control? _____
(Submit proof in writing from that agency at time of application)

☒ Parking (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 insurance company must be submitted 1 week before use begins)

☐ Fireworks (Certificate of Insurance from Firework Vendor must be submitted 1 week before your event)

-Who will provide Fire Stand By? _____
(Submit proof in writing from that agency at time of application)

☐ Vendors (over 5) - Please submit Layout (This must be approved by Park's Superintendent before submittal to Town Clerk with application)

*Covid restrictions "following"

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

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

____ Yes ☒ No
____ Yes ☒ No
____ Yes ☒ No

PLEASE NOTE:

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

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

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

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

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

TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

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

SIGNATURE OF APPLICANT:

Jessica M Blasey

Upon Completion, please submit to Town Clerk

FEE REC'D 4/12/2021
\$75.00 ch # 160
(date)

APPROVED/DENIED: _____
(date)

Town Hall - M-F Play - M, W, F
Meadow - M-F Play - M, T, W, Th.

TOWN OF BOSTON – RESOLUTION NO. 2021 - 25

APPROVING JUSTICE COURT AUDIT

WHEREAS, pursuant to Uniform Justice Court Act§ 2019-a, each Town Justice must present her records and docket for an audit to be performed by the Town Board or an accountant retained by the Town Board to perform such an audit; and

WHEREAS, Town Justices Kelly A. Vacco and Debra K. Bender duly have presented their records and docket to the Town Board, and Dresher and Malecki LLP performed an audit of those records on January 28, 2021; and

WHEREAS, the Town Board has reviewed the audit report prepared by Drescher and Malecki; and

WHEREAS, the records of the Town Justices have been duly examined and the fines therein collected have been turned over to the proper officials of the Town of Boston as required by law;

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby approves the audit report prepared by Dresher and Malecki, LLP; and

IT IS FURTHER RESOLVED, that the Town Clerk forward a copy of this Resolution and the Dresher and Malecki, LLP, audit report to the Office of Court Administration.

On April 21, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

Appendix F – General Recordkeeping Requirements for Town and Village Justice Courts

As a general rule, board members should first gain an understanding of how the court operates, what the general rules and requirements are for financial accountability and reporting, and what types of financial records should be maintained to meet these responsibilities. Many board members, particularly newly elected members, may not be aware of these concerns.

The first step is to ASK! Ask the individuals involved (e.g., justices and court clerks). Ask other more experienced board members. Ask your local government's attorney or call us. OSC issues many publications that provide guidance on a variety of topics that will provide you with needed information. The Comptroller's Justice Court Fund Bureau issues a publication entitled *Handbook for Town and Village Justices and Court Clerks* that provides guidance as well as requirements for justice court transactions.

Court personnel are required to maintain various records and documents pertaining to the cases handled in their respective courts. They are also required to perform certain finance-related duties to account for and report all transactions.¹² Certain financial duties are the direct responsibility of each justice and, in certain circumstances, may not be delegated to other court personnel. Some key recordkeeping requirements are as follows:

Each justice is required to:

1. Maintain an official bank account in his/her name as judicial officer.
2. Issue acceptable receipt forms for all moneys collected.
3. Deposit all moneys received in his/her judicial capacity in the official bank account within 72 hours of collection, exclusive of Sundays and holidays.
4. Submit a monthly report, generally, and remittance to the Justice Court Fund within the first 10 days of the month following collection.¹³

Each court is required to:

1. Maintain individual case files containing all papers and other documents pertaining to each case.
2. Maintain an index of all cases with a unique number assigned to each case when filed.
3. Maintain a cashbook, which chronologically itemizes all receipts and disbursements.
(Note: For accountability and internal control purposes, OSC recommends that a separate cashbook be maintained for each justice).

¹² Recordkeeping requirements are generally contained in 22 NYCRR Section 214, *et seq.*

¹³ With respect to courts that participate in the Invoice Billing Program, within the first 10 days of the month following collection, each justice must electronically file their report with the Justice Court Fund and submit a remittance to the Chief Fiscal Officer, instead of the Justice Court Fund.

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

Board members should expect to find the following minimum records for receiving and disbursing moneys (either manually prepared or computerized):

1. Cash receipt records and supporting documents.
2. Cash disbursement records and supporting documents.
3. Bank statements and supporting documents.
4. Accountability worksheets detailing outstanding liabilities and cash available to meet such liabilities. These worksheets should compare net bank balances and cash on-hand to liabilities (e.g., bails and unremitted fines). Any difference between cash and liabilities should be explained. Correction of errors in accounting records, if any, should also be explained.
5. Copies of reports to applicable governmental agencies.

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

Checklist for Review of Justice Court Records

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal maintained in a manner that identifies the date received, payer, and the amount of fines, fees, bail, and/or other categories of collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered receipt forms issued for all collections?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate receipt copies kept for court records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are receipts recorded up-to-date? Bender - Receipt #16081 for \$75 on 12/29/2020 Vacco - Receipt #4090 for \$100 on 12/29/2020 Last Recorded Receipt: # _____ Date _____ Amount _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept for court records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits made timely (within 72 hours of collection, exclusive of Sundays and holidays) and recorded up-to-date? Bender - 12/30/2020 for \$1,801 Vacco - 12/31/2020 for \$605 Last Recorded Deposit: Date _____ Amount _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are un-deposited cash receipts safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal totaled and summarized monthly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Is the cash disbursements journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash disbursements journal maintained in a manner to identify individual amounts disbursed either individually or totals referenced to abstracts or payrolls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered checks used for all disbursements (other than petty cash)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the justice?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all unused checks properly controlled (blank check stock)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are checks recorded up-to-date? Bender - Check 1313 for \$1,902 Vacco - Check 1070 for \$11,988 Last Recorded Check: # _____ Date _____ Amount _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account:</i> Bender - December 2020 on 1/2/2021 <i>Date Performed _____ Month Ending _____</i> Vacco - December 2020 on 1/2/2021		

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect court deposits that exceed FDIC insurance protection, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Additional Supporting Records</u>	<u>YES</u>	<u>NO</u>
Is a list of bail maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is a record of uncollected installment payments maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Dockets and Case Files</u>	<u>YES</u>	<u>NO</u>
Are separate dockets maintained for various classifications of cases, such as vehicle and traffic, criminal, civil, and small claims?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are case files maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are indexes maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases appear to be complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases agree with amounts reported?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Is accountability (a comparison of cash to liabilities) determined at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do liabilities (as recorded in the court's records) agree with net bank balances (as evidenced on monthly bank reconciliations) plus any cash on hand as of a specified date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Determination of Accountability:</i> Bender - December 2020 on 1/2/2021 <i>Date Performed _____ Month Ending _____</i> Vacco - December 2020 on 1/2/2021		

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Reporting to Department of Motor Vehicles - TSLE&D Program</u>	<u>YES</u>	<u>NO</u>
Is information reported timely to TSLE&D?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are reports from TSLE&D to the court maintained and utilized? <div style="text-align: right;">Bender - 12/29/2020</div> <div style="text-align: right;">Vacco - 12/30/2020</div> <div style="text-align: right;">Bender - 12 cases</div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
How many cases are shown as pending in the last TSLE&D report? <u>Vacco - 6 cases</u>		<input type="checkbox"/>
Is the number of pending cases reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
How many cases are shown as pending for more than 90 days?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
What actions have been taken to dispose of these cases?	<input type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding pending cases? <i>If yes, why were the cases pending and what corrective actions were taken, if any?</i> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the court received any notices regarding late monthly reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<i>If yes, why were the reports late and what corrective actions were taken?</i> <hr/>		
---	--	--

Comments and Conclusions

Pursuant to Uniform Justice Court Act § 2019-a, Drescher & Malecki LLP has performed an audit of the Town of Boston Justice Department on behalf of the Town Board for year ended December 31, 2020.

**TOWN OF BOSTON,
NEW YORK**

*Statement of Changes in Cash Balances
and Statement of Cash Receipts and
Cash Disbursements of the Town Justices
for the Year Ended December 31, 2020*

TOWN OF BOSTON, NEW YORK
Town Justices
Table of Contents
Year Ended December 31, 2020

	<u>Page</u>
Financial Statements:	
Statement of Changes in Cash Balances.....	1
Statement of Cash Receipts and Cash Disbursements.....	2

TOWN OF BOSTON, NEW YORK
Town Justices
Statement of Changes in Cash Balances
Year Ended December 31, 2020

Cash balance, January 1, 2020	\$	40,511
Add: Cash receipts		131,720
Deduct: Cash disbursements		<u>134,057</u>
Cash balance, December 31, 2020	\$	<u>38,174</u>

TOWN OF BOSTON, NEW YORK
Town Justices
Statement of Cash Receipts and Cash Disbursements
Year Ended December 31, 2020

	Justice Debra Bender	Justice Kelly Vacco	Total
Cash balances, January 1, 2020	\$ 23,435	\$ 17,076	\$ 40,511
Cash receipts:			
Fines, surcharges and fees	54,770	76,950	131,720
Total cash receipts	54,770	76,950	131,720
Cash disbursements:			
Payments to Town Supervisor	56,355	77,452	133,807
Bail, forfeitures and refunds	-	250	250
Total cash disbursements	56,355	77,702	134,057
Cash balances, December 31, 2020	\$ 21,850	\$ 16,324	\$ 38,174

TOWN OF BOSTON – RESOLUTION NO. 2021 - 26

2020 BUDGET TRANSFERS

WHEREAS, the Town of Boston is in the process of closing the accounting records for the fiscal year ended December 31, 2020; and

WHEREAS, certain appropriation accounts were noted to need adjustments to allow for appropriate closing of accounts; and

WHEREAS, the funding for these adjusted appropriations is available within other appropriation accounts in the Town's 2020 budget;

NOW THEREFORE BE IT

RESOLVED, that the Town Board hereby authorizes the amending of the Town's 2020 budget as shown on the attached pages:

On April 21, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

General Fund

1) Transfer Appropriations From:

Account No.	A 1110.4	Town Justice - Contr.	\$ 720
Account No.	A 1321.4	Accountant - Contr.	\$ 18,100
Account No.	A 1620.4	Buildings - Contr.	\$ 13,500
Account No.	A 1650.2	Central Comm - Equip.	\$ 2,500
			<u>\$ 34,820</u>

2) Transfer Appropriations To:

Account No.	A 1110.1	Town Justice - Per Svc	\$ 720
Account No.	A 1430.4	Personnel - Contr.	\$ 2,500
Account No.	A 1620.2	Buildings - Equip.	\$ 13,000
Account No.	A 1620.44	Buildings - Cont. - Trooper Barracks	\$ 500
Account No.	A 1650.4	Central Comm - Contr.	\$ 2,500
Account No.	A 1670.4	Central Print/Mail	\$ 500
Account No.	A 1920.0	Municipal Assoc. Dues	\$ 700
Account No.	A 3310.4	Traffic Control - Contr.	\$ 300
Account No.	A 3620.1	Safety Inspect - Per Svc	\$ 1,800
Account No.	A 5010.1	Highway Supt - Per Svc	\$ 300
Account No.	A 7110.2	Parks - Equipment	\$ 12,000
			<u>\$ 34,820</u>

Highway Fund

1) Transfer Appropriations From:

Account No.	DB 5110.1	General Repairs - Per Svc	\$ 22,100
Account No.	DB 5142.1	Snow Removal - Per Svc	\$ 10,000
Account No.	DB 5148.1	Snow Removal - Other Govt - PS	\$ 10,000
Account No.	DB 5142.4	Snow Removal - Contractual	\$ 7,350
Account No.	DB 5148.4	Snow Rmoval - Other Govt - Cont	\$ 7,350
			<u>\$ 56,800</u>

2) Transfer Appropriations To:

Account No.	DB 5110.4	General Repairs - Cont.	\$ 2,000
Account No.	DB 5110.42	General Repairs - Drainage	\$ 5,000
Account No.	DB 5140.1	Misc Brush & Weeds - Per Svc	\$ 42,100
Account No.	DB 9040.8	Worker's Comp	\$ 7,700
			<u>\$ 56,800</u>

Fire Fund

1) Transfer Appropriations From:

Account No.	SF 9040.8	Workers Comp Insurance	\$ 2,500
			<u>\$ 2,500</u>

2) Transfer Appropriations To:

Account No.	SF 3410.4	Fire Contractual	\$ 2,500
			<u>\$ 2,500</u>

Ambulance Fund

1) Transfer Appropriations From:

Account No.	SM 9040.8	Workers Comp	\$ 2,900
Account No.	SM 9730.6	BAN's Principal	\$ 402
			<u>\$ 3,302</u>

2) Transfer Appropriations To:

Account No.	SM 4540.4	Ambulance Contractual	\$ 2,900
Account No.	SM 9730.7	BAN's Interest	\$ 402
			<u>\$ 3,302</u>

Water Funds

1) Transfer Appropriations From:

Account No.	HC 8340.4	Contractual	\$ 10,030
			<u>\$ 10,030</u>

2) Transfer Appropriations To:

Account No.	HC 9730.7	BAN Interest	\$ 10,030
			<u>\$ 10,030</u>

Town of Boston
Income Statement: 2020
For the Period Ending 12/31/2020 - Balances with Budget Adjustments

		General						
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD	
Revenues								
A00-1001-0000-0000	REAL PROPERTY TAXES	\$ 180,638	\$ 180,638	\$ 180,638	100.00%	180,638	100.00%	
A00-1030-0000-0000	SPECIAL ASSESSMENTS	-	-	1,852	100.00%	-	100.00%	
A00-1090-0000-0000	INT. & PENALTIES REAL PROP.TAX	11,000	11,000	12,244	111.31%	11,000	111.31%	
A00-1120-0000-0000	NONPROPERTY TAX DISTRIB BY CTY	800,000	800,000	801,713	100.21%	800,000	100.21%	
A00-1170-0000-0000	FRANCHISES	90,000	90,000	121,794	135.33%	90,000	135.33%	
A00-1255-0000-0000	CLERK FEES	2,500	2,500	3,294	131.76%	2,500	131.76%	
A00-1550-0000-0000	DOG CONTROL FEES	300	300	100	33.33%	300	33.33%	
A00-1972-0000-0000	PROGRAM FOR AGING	800	800	209	26.09%	800	26.09%	
A00-2001-0000-0000	PARK & RECREATION INCOME	2,000	2,000	6,806	340.28%	2,000	340.28%	
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000	450	45.00%	1,000	45.00%	
A00-2089-0000-0000	CULTURAL & REC INCOME	1,800	1,800	-	0.00%	1,800	0.00%	
A00-2110-0000-0000	ZONING INCOME	2,000	2,000	2,900	145.00%	2,000	145.00%	
A00-2401-0000-0000	INTEREST AND EARNINGS	12,000	12,000	9,823	81.86%	12,000	81.86%	
A00-2410-0000-0000	RENT / REAL PROP INCOME	88,800	88,800	88,800	100.00%	88,800	100.00%	
A00-2420-0000-0000	NATURAL GAS LEASES & ROYALTIES	-	-	277	100.00%	-	100.00%	
A00-2530-0000-0000	GAMES OF CHANCE INCOME	-	-	38	100.00%	-	100.00%	
A00-2544-0000-0000	DOG LICENSES	3,000	3,000	5,773	192.43%	3,000	192.43%	
A00-2545-0000-0000	LICENSES- OTHER	200	200	300	150.00%	200	150.00%	
A00-2555-0000-0000	BUILDING PERMIT INCOME	17,000	17,000	20,004	117.67%	17,000	117.67%	
A00-2590-0000-0000	OTHER PERMIT INCOME	2,000	2,000	3,188	159.39%	2,000	159.39%	
A00-2610-0000-0000	FINES/FORFEITED BAIL	140,000	140,000	86,209	61.58%	140,000	61.58%	
A00-2680-0000-0000	INSURANCE RECOVERIES	-	7,792	7,792	100.00%	7,792	100.00%	
A00-2701-0000-0000	REFUND-PRIOR YR EXPENDITURE	-	-	12,383	100.00%	-	100.00%	
A00-2705-0000-0000	GIFTS AND DONATIONS	4,000	4,000	-	0.00%	4,000	0.00%	
A00-2709-0000-0000	EMPLOYEE CONTRIBUTIONS	-	-	-	100.00%	-	100.00%	
A00-2750-0000-0000	AIM-RELATED PAYMENTS	-	49,689	49,689	100.00%	49,689	100.00%	
A00-2770-0000-0000	OTHER UNCLASSIFIED REVENUES	-	-	-	100.00%	-	100.00%	
A00-3001-0000-0000	STATE AID - PER CAPITA	49,689	-	-	100.00%	-	100.00%	
A00-3005-0000-0000	STATE AID - MORTGAGE TAX	140,000	140,000	209,562	149.69%	140,000	149.69%	
A00-3089-0000-0000	STATE AID- OTHER	-	-	2,000	100.00%	-	100.00%	
A00-3809-0000-0000	GEN GOV'T GRANTS	-	6,793	6,793	100.00%	6,793	100.00%	
A00-3897-0000-0000	CULTURAL GRANTS	1,500	1,500	3,225	215.00%	1,500	215.00%	
A00-3960-0000-0000	STATE AID EMERGENCY DISASTER	-	-	-	100.00%	-	100.00%	
A00-4489-0000-0000	FEDERAL AID, OTHER HEALTH	-	28,567	28,567	100.00%	28,567	100.00%	
A00-4910-1000-0000	FEDERAL AID - COMMUNITY DEVELOPMENT BLOCK GRANT	-	100,000	100,000	100.00%	100,000	100.00%	
		\$ 1,550,227	\$ 1,693,379	\$ 1,766,421		\$ 1,693,379		
Expenditures								
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 35,000	\$ 35,000	\$ 35,000	100.00%	35,000	100.00%	
A00-1010-4000-0000	TOWN BD-CONTR	5,000	5,000	1,521	30.43%	5,000	30.43%	
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	111,330	111,330	112,048	100.64%	112,050	100.00%	
A00-1110-2000-0000	JUSTICE - EQUIP	2,000	8,793	8,468	96.31%	8,793	96.31%	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	7,000	7,000	3,389	48.41%	6,280	53.96%	
A00-1220-0100-0000	SUPERVISOR- PER SVC	129,124	129,124	119,534	92.57%	129,124	92.57%	
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	688	68.82%	1,000	68.82%	
A00-1220-0400-0000	SUPERVISOR- CONTR	6,000	6,000	2,231	37.18%	6,000	37.18%	
A00-1320-0402-0000	SPECIAL AUDITS	6,000	6,000	2,131	35.52%	6,000	35.52%	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	48,000	48,000	15,663	32.63%	29,900	52.38%	
A00-1321-0401-0000	ACCOUNTING FEES	3,000	3,000	2,306	76.88%	3,000	76.88%	
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,500	3,500	2,827	80.77%	3,500	80.77%	
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	68,702	68,702	66,492	96.78%	68,702	96.78%	
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,000	-	0.00%	1,000	0.00%	
A00-1355-0401-0000	ASSESSOR- CONTR	6,350	6,350	5,953	93.74%	6,350	93.74%	
A00-1410-0100-0000	TOWN CLERK- PER SVC	83,519	83,519	83,519	100.00%	83,519	100.00%	
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,000	1,000	-	0.00%	1,000	0.00%	
A00-1410-0401-0000	TOWN CLERK- CONTR	5,100	5,100	1,973	38.69%	5,100	38.69%	
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	15,886	15,886	15,886	100.00%	15,886	100.00%	
A00-1420-0401-0000	ATTORNEY- CONTR	37,414	37,414	25,121	67.14%	37,414	67.14%	
A00-1430-4000-0000	PERSONNEL- CONTR	-	-	2,500	100.00%	2,500	100.00%	
A00-1440-0400-0000	ENGINEER- CONTR	50,000	50,000	24,317	48.63%	50,000	48.63%	
A00-1460-0100-0000	RECORDS MGT- PER SVC	250	250	-	0.00%	250	0.00%	
A00-1460-0401-0000	RECORDS MGT- CONTR	3,500	3,500	251	7.17%	3,500	7.17%	
A00-1620-0101-0000	BUILDINGS -PER SVC	21,783	21,783	18,958	87.03%	21,783	87.03%	
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	167,152	180,109	107.75%	180,152	99.98%	
A00-1620-0400-0000	BUILDINGS- CONTR	80,000	86,481	66,813	77.26%	72,981	91.55%	
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	15,000	7,331	48,888	48.88%	15,000	48.88%	
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	20,000	20,000	5,572	27.86%	20,000	27.86%	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	10,000	10,000	10,309	103.09%	10,500	98.18%	
A00-1650-0200-0000	CENTR COMM- EQUIP	15,000	19,934	12,355	61.98%	17,434	70.87%	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	26,000	26,000	28,429	109.34%	28,500	99.75%	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	15,000	15,000	15,338	102.26%	15,500	98.96%	
A00-1910-0000-0000	UNALLOCATED INSURANCE	65,000	65,000	63,013	96.94%	65,000	96.94%	
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	3,500	3,500	4,126	117.88%	4,200	98.23%	
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	1,300	1,300	459	35.28%	1,300	35.28%	
A00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	3,750	3,750	3,672	97.92%	3,750	97.92%	
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	15,000	15,000	15,000	100.00%	15,000	100.00%	
A00-1990-0000-0000	CONTINGENT ACCOUNT	50,000	41,525	-	0.00%	41,525	0.00%	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	2,000	2,000	2,215	110.77%	2,300	96.32%	
A00-3510-0100-0000	DOG CONTROL- PER SVC	12,922	12,922	12,921	99.99%	12,922	99.99%	
A00-3510-0200-0000	DOG CONTROL- EQUIP	350	15,617	15,457	98.98%	15,617	98.98%	
A00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	1,707	85.36%	2,000	85.36%	

A00-3620-0100-0000	SAFETY INSPECT-PER SVC	24,588	24,588	26,368	107.24%	26,388	99.92%
A00-3620-0200-0000	SAFETY INSPECT- EQUIP	1,000	1,000	-	0.00%	1,000	0.00%
A00-3620-0400-0000	SAFETY INSPECT- CONTR	1,500	1,500	927	61.83%	1,500	61.83%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	85,719	85,719	86,011	100.34%	86,019	99.99%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%	1,000	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	4,500	4,500	2,646	58.81%	4,500	58.81%
A00-5132-0400-0000	GARAGE-CONTR	25,000	25,000	21,149	84.60%	25,000	84.60%
A00-5182-0400-0000	STREET LIGHTING-CONTR	27,000	27,000	24,466	90.61%	27,000	90.61%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	20,358	20,358	18,930	92.99%	20,358	92.99%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	7,500	7,500	4,014	53.52%	7,500	53.52%
A00-7110-0100-0000	PARKS- PER SVC	90,860	90,860	89,429	98.43%	90,860	98.43%
A00-7110-0201-0000	PARKS- EQUIPMENT	10,000	10,000	21,744	217.44%	22,000	98.84%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	9,856	39.42%	25,000	39.42%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,500	2,500	2,500	100.00%	2,500	100.00%
A00-7270-0400-0000	BAND CONCERTS- CONTR	5,000	5,000	907	18.14%	5,000	18.14%
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	100,000	100,000	100,000	100.00%	100,000	100.00%
A00-7510-0100-0000	TOWN HISTORIAN-PER SVC	3,550	3,550	3,550	100.00%	3,550	100.00%
A00-7510-0401-0000	HISTORIAN- CONTR	500	500	151	30.23%	500	30.23%
A00-7520-0400-0000	HISTORIAN PROP-CONTR	3,000	3,000	-	0.00%	3,000	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	20,000	5,547	27.73%	20,000	27.73%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	14,000	14,000	1,134	8.10%	14,000	8.10%
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	14,000	14,000	2,390	17.07%	14,000	17.07%
A00-7989-0400-0000	OTHER CULTURE/REC- CONTR	1,000	2,000	2,000	100.00%	2,000	100.00%
A00-8010-0100-0000	ZONING- PER SVC	7,600	7,600	5,409	71.18%	7,600	71.18%
A00-8010-0400-0000	ZONING-CONTR	9,000	9,000	7,763	86.26%	9,000	86.26%
A00-8020-0100-0000	PLANNING-PER SVC	5,200	5,200	4,709	90.55%	5,200	90.55%
A00-8020-0400-0000	PLANNING- CONTR	6,000	6,000	4,002	66.69%	6,000	66.69%
A00-8510-0400-0000	COMMUNITY BEAUTIFICATION-CONTR	500	500	-	0.00%	500	0.00%
A00-8540-0400-0000	DRAINAGE-CONTR	20,000	20,000	5,299	26.49%	10,000 to Reserve	
A00-8710-0100-0000	CONSERVATION-PER SVC	2,900	2,900	869	29.95%	2,900	29.95%
A00-8710-0400-0000	CONSERVATION- CONTR	5,400	5,400	903	16.73%	5,400	16.73%
A00-8745-0400-0000	FLOOD & EROSION CONTROL-CONTRA	20,000	20,000	-	0.00%	20,000 to Reserve	
A00-8810-0100-0000	CEMETERY- PER SVC.	300	300	300	100.00%	300	100.00%
A00-8810-0400-0000	CEMETERY-CONTRACTUAL	610	610	-	0.00%	610	0.00%
A00-8989-0400-0000	OTHER HOME/COM SVC-CONTR	50,000	50,000	50,000	100.00%	50,000	100.00%
A00-9010-0800-0000	STATE RETIREMENT	80,000	80,000	77,148	96.44%	80,000	96.44%
A00-9030-0800-0000	SOCIAL SECURITY	60,000	60,000	53,964	89.94%	60,000	89.94%
A00-9040-0800-0000	WORKERS' COMPENSATION	14,000	14,000	13,019	92.99%	14,000	92.99%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	5,000	5,000	773	15.45%	5,000	15.45%
A00-9055-0800-0000	DISABILITY INSURANCE	500	500	-	0.00%	500	0.00%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	60,000	60,000	56,502	94.17%	60,000	94.17%
A00-9730-0600-0000	BAN PRINCIPAL	40,000	40,000	40,000	100.00%	40,000	100.00%
A00-9730-0700-0000	BAN INTEREST	25,160	25,160	25,160	100.00%	25,160	100.00%
		\$ 1,938,025	\$ 2,081,177	\$ 1,765,140		\$ 2,041,177	

Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
DB0-1001-0000-0000	REAL PROPERTY TAX	\$ 793,060	\$ 793,060	\$ 793,060	100.00%	793,060	100.00%
DB0-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY	225,000	225,000	325,000	144.44%	225,000	144.44%
DB0-2401-0000-0000	INTEREST AND EARNINGS	7,000	7,000	4,711	67.29%	7,000	67.29%
DB0-2650-0000-0000	SALE OF SCRAP	-	-	-	100.00%	-	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT	-	-	-	100.00%	-	100.00%
DB0-2680-0000-0000	INSURANCE RECOVERIES	-	190	190	100.00%	190	100.00%
DB0-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES	-	-	-	-	-	0.00%
DB0-2709-0000-0000	EMPLOYEES CONTRIBUTIONS	-	-	-	100.00%	-	100.00%
DB0-2770-0000-0000	OTHER UNCLASSIFIED	-	-	-	100.00%	-	100.00%
DB0-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS	3,000	3,000	976	32.52%	3,000	32.52%
DB0-2801-0000-0000	INTERFUND REVENUES	50,000	50,000	50,000	100.00%	50,000	100.00%
DB0-3501-0000-0000	STATE AID	117,933	117,933	12,538	10.63%	117,933	10.63%
		\$ 1,195,993	\$ 1,196,183	\$ 1,186,474		\$ 1,196,183	
<i>Expenditure</i>							
DB0-5110-0100-0000	GENERAL REPAIRS-PER SVC	\$ 220,816	\$ 220,816	\$ 182,872	82.82%	198,716	92.03%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	203,647	205,688	100.91%	205,837	99.93%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	42,000	42,000	21,810	51.93%	42,000	51.93%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	25,000	25,000	29,968	119.87%	30,000	99.89%
DB0-5112-0200-0000	CAPITAL OUTLAY	117,933	117,933	12,538	10.63%	Encumbered	
DB0-5130-0200-0000	MACHINERY- EQUIPMENT	200,000	200,000	118,618	59.31%	Encumbered	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	80,000	80,000	69,726	87.16%	80,000	87.16%
DB0-5140-0100-0000	MISC BRUSH & WEEDS-PER SVC	-	-	42,080	100.00%	42,100	99.95%
DB0-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL	2,500	2,500	917	36.68%	2,500	36.68%
DB0-5142-0100-0000	SNOW REMOVAL-PER SVC	98,525	98,525	74,510	75.63%	88,525	84.17%
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	82,250	82,250	43,358	52.71%	74,900	57.89%
DB0-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS	98,525	98,525	74,905	76.03%	88,525	84.62%
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	82,250	82,250	42,963	52.23%	74,900	57.36%
DB0-9010-0800-0000	STATE RETIREMENT	60,000	60,000	53,025	88.38%	60,000	88.38%
DB0-9030-0800-0000	SOCIAL SECURITY	32,000	32,000	28,366	88.64%	32,000	88.64%
DB0-9040-0800-0000	WORKERS' COMPENSATION	30,000	30,000	37,603	125.34%	37,700	99.74%
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	90,000	90,000	78,195	86.88%		
		\$ 1,465,446	\$ 1,465,636	\$ 1,117,142		\$ 1,057,703	

Water #1							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HA0-1001-0000-0000	REAL PROPERTY TAX	\$ 81,269	\$ 81,269	\$ 81,269	100.00%	81,269	100.00%
HA0-2401-0000-0000	INTEREST EARNINGS	300	300	232	77.33%	300	77.33%
		<u>\$ 81,569</u>	<u>\$ 81,569</u>	<u>\$ 81,501</u>		<u>\$ 81,569</u>	
<i>Expenditure</i>							
HA0-8340-0400-0000	CONTRACTUAL	\$ 36,660	\$ 36,660	\$ 33,548	91.51%	36,660	91.51%
HA0-9730-0600-0000	BAN'S- PRINCIPAL	39,287	39,287	39,287	100.00%	39,287	100.00%
HA0-9730-0700-0000	BAN'S- INTEREST	5,622	5,622	5,622	99.99%	5,622	99.99%
		<u>\$ 81,569</u>	<u>\$ 81,569</u>	<u>\$ 78,456</u>		<u>\$ 81,569</u>	

Water #2							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HB0-1001-0000-0000	REAL PROPERTY TAX	\$ 51,204	\$ 51,204	\$ 51,204	100.00%	51,204	100.00%
HB0-2401-0000-0000	INTEREST & EARNINGS	500	500	366	73.10%	500	73.10%
		<u>\$ 51,704</u>	<u>\$ 51,704</u>	<u>\$ 51,570</u>		<u>\$ 51,704</u>	
<i>Expenditure</i>							
HB0-8340-0400-0000	CONTRACTUAL	\$ 21,960	\$ 21,960	\$ 13,025	59.31%	21,960	59.31%
HB0-9730-0600-0000	BAN'S - PRINCIPAL	28,140	28,140	28,140	100.00%	28,140	100.00%
HB0-9730-0700-0000	BAN INTEREST	1,604	1,604	1,604	99.99%	1,604	99.99%
		<u>\$ 51,704</u>	<u>\$ 51,704</u>	<u>\$ 42,769</u>		<u>\$ 51,704</u>	

Water #3							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HCO-1001-0000-0000	REAL PROPERTY TAX	\$ 253,165	\$ 253,165	\$ 253,787	100.25%	253,165	100.25%
HCO-2401-0000-0000	INTEREST AND EARNINGS	4,000	4,000	2,559	63.98%	4,000	63.98%
		<u>\$ 257,165</u>	<u>\$ 257,165</u>	<u>\$ 256,346</u>		<u>\$ 257,165</u>	
<i>Expenditure</i>							
HCO-8340-0400-0000	CONTRACTUAL	\$ 31,031	\$ 31,031	\$ 17,045	54.93%	21,001	81.16%
HCO-9730-0600-0000	BAN'S- PRINCIPAL	103,300	103,300	103,300	100.00%	103,300	100.00%
HCO-9730-0700-0000	BAN INTEREST	122,834	122,834	132,862	108.16%	132,864	100.00%
		<u>\$ 257,165</u>	<u>\$ 257,165</u>	<u>\$ 253,207</u>		<u>\$ 257,165</u>	

Water Ext 1							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HDO-1001-0000-0000	REAL PROPERTY TAX	\$ 3,001	\$ 3,001	\$ 3,001	100.00%	3,001	100.00%
HDO-2401-0000-0000	INTEREST AND EARNINGS	200	200	162	80.87%	200	80.87%
		<u>\$ 3,201</u>	<u>\$ 3,201</u>	<u>\$ 3,163</u>		<u>\$ 3,201</u>	
<i>Expenditure</i>							
HDO-8340-0400-0000	CONTRACTS	\$ 3,201	\$ 3,201	\$ 687	21.47%	3,201	21.47%
		<u>\$ 3,201</u>	<u>\$ 3,201</u>	<u>\$ 687</u>		<u>\$ 3,201</u>	

Water Ext 2							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HE0-1001-0000-0000	REAL PROPERTY TAX	\$ 29,017	\$ 29,017	\$ 29,017	100.00%	29,017	100.00%
HE0-2401-0000-0000	INTEREST AND EARNINGS	500	500	339	67.79%	500	67.79%
		<u>\$ 29,517</u>	<u>\$ 29,517</u>	<u>\$ 29,356</u>		<u>\$ 29,517</u>	
<i>Expenditure</i>							
HE0-8340-0400-0000	CONTRACTUAL	\$ 8,440	\$ 8,440	\$ 6,270	74.29%	8,440	74.29%
HE0-9730-0600-0000	BAN- PRINCIPLE	19,940	19,940	19,940	100.00%	19,940	100.00%
HE0-9730-0700-0000	BAN INTEREST	1,137	1,137	1,137	99.98%	1,137	99.98%
		<u>\$ 29,517</u>	<u>\$ 29,517</u>	<u>\$ 27,347</u>		<u>\$ 29,517</u>	

Water #3 Ext. 1							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
HFO-1001-0000-0000	REAL PROPERTY TAX	\$ 10,973	\$ 10,973	\$ 10,973	100.00%	10,973	100.00%
HFO-2401-0000-0000	INTEREST AND EARNINGS	150	150	109	72.45%	150	72.45%
		<u>\$ 11,123</u>	<u>\$ 11,123</u>	<u>\$ 11,082</u>		<u>\$ 11,123</u>	
<i>Expenditure</i>							
HFO-8340-0400-0000	CONTRACTUAL	\$ 2,598	\$ 2,598	\$ -	0.00%	2,598	0.00%
HFO-9730-0600-0000	PRINC PMTS- BANS	6,250	6,250	6,250	100.00%	6,250	100.00%
HFO-9730-0700-0000	INTEREST PMTS. BANS	2,275	2,275	2,275	100.00%	2,275	100.00%
		<u>\$ 11,123</u>	<u>\$ 11,123</u>	<u>\$ 8,525</u>		<u>\$ 11,123</u>	

Lighting							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
L30-1001-0000-0000	REAL PROPERTY TAX	\$ 16,241	\$ 16,241	\$ 16,241	100.00%	16,241	100.00%
L30-2401-0000-0000	INTEREST AND EARNINGS	150	150	84	56.13%	150	56.13%
		<u>\$ 16,391</u>	<u>\$ 16,391</u>	<u>\$ 16,325</u>		<u>\$ 16,391</u>	
<i>Expenditure</i>							
L30-5182-0401-0000	CONTRACTS	\$ 20,000	\$ 20,000	\$ 10,728	53.64%	20,000	53.64%
		<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 10,728</u>		<u>\$ 20,000</u>	

Fire							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
SF0-1001-0000-0000	REAL PROPERTY TAX	\$ 779,782	\$ 779,782	\$ 779,782	100.00%	779,782	100.00%
SF0-1120-0000-0000	NONPROPERTY TAX DIST	50,000	50,000	50,000	100.00%	50,000	100.00%
SF0-2401-0000-0000	INTEREST EARNINGS	3,000	3,000	2,277	75.89%	3,000	75.89%
		<u>\$ 832,782</u>	<u>\$ 832,782</u>	<u>\$ 832,059</u>		<u>\$ 832,782</u>	
<i>Expenditure</i>							
SF0-3410-0401-0000	CONTRACTS	\$ 605,746	\$ 605,746	\$ 608,241	100.41%	608,246	100.00%
SF0-9025-0800-0000	SERVICE AWARDS PROGRAM	200,000	200,000	200,000	100.00%	200,000	100.00%
SF0-9040-0800-0000	WORKERS COMP INSURANCE	50,800	50,800	13,401	26.38%	48,300	27.75%
		<u>\$ 856,546</u>	<u>\$ 856,546</u>	<u>\$ 821,642</u>		<u>\$ 856,546</u>	

Refuse							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
SG0-1001-0000-0000	REAL PROPERTY TAX	\$ 707,712	\$ 707,712	\$ 707,712	100.00%	707,712	100.00%
SG0-2130-0000-0000	REFUSE AND GARBAGE CHARGES	-	-	1,128	100.00%	-	100.00%
SG0-2401-0000-0000	INTEREST EARNINGS	2,200	2,200	1,396	63.46%	2,200	63.46%
		<u>\$ 709,912</u>	<u>\$ 709,912</u>	<u>\$ 710,236</u>		<u>\$ 709,912</u>	
<i>Expenditure</i>							
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 709,912	\$ 709,912	\$ 691,918	97.47%	709,912	97.47%
		<u>\$ 709,912</u>	<u>\$ 709,912</u>	<u>\$ 691,918</u>		<u>\$ 709,912</u>	

Ambulance							
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD	Budget After Resolution	New % YTD
<i>Revenue</i>							
SM0-1001-0000-0000	REAL PROPERTY TAX	\$ 98,262	\$ 98,262	\$ 98,262	100.00%	98,262	100.00%
SM0-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	20,000	20,000	70,000	350.00%	20,000	350.00%
SM0-2401-0000-0000	INTEREST INCOME	400	400	288	71.90%	400	71.90%
		<u>\$ 118,662</u>	<u>\$ 118,662</u>	<u>\$ 168,550</u>		<u>\$ 118,662</u>	
<i>Expenditure</i>							
SM0-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	\$ 14,833	\$ 14,833	\$ -	0.00%	13,000 to Reserve	
SM0-4540-0400-0000	CONTRACTUAL	59,405	59,405	62,304	104.88%	62,305	100.00%
SM0-9025-0800-0000	LOCAL PENSION FUND	19,000	19,000	18,876	99.35%	19,000	99.35%
SM0-9040-0800-0000	WORKER'S COMP	11,000	11,000	6,572	59.75%	8,100	81.14%
SM0-9730-0600-0000	BAN'S PRINCIPAL	12,109	12,109	11,706	96.67%	11,707	99.99%
SM0-9730-0700-0000	BAN'S INTEREST	2,315	2,315	2,717	117.37%	2,717	100.00%
		<u>\$ 118,662</u>	<u>\$ 118,662</u>	<u>\$ 102,176</u>		<u>\$ 103,829</u>	

TOWN OF BOSTON – RESOLUTION NO. 2021-27

**AUTHORIZING NYSEG ENERGY SAVER PROGRAM
ENERGY EFFICIENCY UPGRADES**

WHEREAS, NYSEG, which supplies electricity to the Town of Boston, offers a Small Business Energy Efficiency Program through which NYSEG has offered to fund substantial portions of the cost of energy efficiency upgrades at Town buildings, with the upgrades to be performed by a contractor selected by NYSEG's program manager, Lime Energy Services Co.; and

WHEREAS, the proposed energy efficiency measures include retrofitting fluorescent fixtures at the following Town buildings:

Location	Upgrade Cost	NYSEG Share	Town Share	Estimated Annual Savings
Troopers	\$7,548.45	\$5,271.21 (70%)	\$2,277.24 (30%)	\$3,289.61
Recreation	\$4,513.63	\$1,325.73 (29%)	\$3,187.90 (71%)	\$827.12
Highway	\$12,878.37	\$6,759.69 (52%)	\$6,118.68 (48%)	\$4,218.56
Parks/EMS	\$8,866.28	\$2,701.23 (30%)	\$6,165.05 (70%)	\$1,685.82
Town Hall	\$14,901.39	\$6,139.98 (41%)	\$8,761.41 (59%)	\$3,831.93
Totals	\$48,708.12	\$22,197.84 (46%)	\$26,510.28 (54%)	\$13,853.04

WHEREAS, the sole source for these discounted energy efficiency upgrades is Lime Energy Services Co., as NYSEG's program manager;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby authorizes the Town Supervisor to enter into agreements with Lime Energy Services Co. to implement energy efficiency measures at Town buildings and to pay to Lime Energy Services Co. a sum not to exceed \$26,510.28, with the balance of the \$48,708.12 to be paid by NYSEG.

On April 21, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

NYSEG
Energy Saver Program

Energy Efficiency Proposal

Presented to:

NYSDSP

Jason Keding (Manager
Town/City/County)
Nysdsp
8555 Boston State Road

Boston, NY 14025
726-941-6518

Supervisorsoffice@townofboston.co
m

Presented by:

Charlie Guay

Energy Service Representative

LIME ENERGY SERVICES CO.

31A Elk Terminal
Buffalo, NY 14204
585-545-1414

CHARLIE.GUAY@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 4 Delivery Plan
- 5 Summary
- 6 Payment Options
- 7 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
5,744 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: NYSDSP		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Garage	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	9	Watts: 297 Est. Hours: 7,665 kWh:2,198
2	Floor 1: Garage locker	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 130 Est. Hours: 7,665 kWh:962
3	Floor 1: All halls	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	11	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	11	Watts: 363 Est. Hours: 7,665 kWh:2,687
4	Floor 1: All offices/exam	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 132 Est. Hours: 7,665 kWh:977
5	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 130 Est. Hours: 7,665 kWh:962
6	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 7,665 kWh:992
7	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 7,665 kWh:992
8	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 7,665 kWh:992
9	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 7,665 kWh:992
10	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 7,665 kWh:992

Building: NYSDSP		Existing Measure		Proposed Measure		Est. Energy Savings by Line Item
Line	Location	Existing Type	Qty	Proposed Type	Qty	
11	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	7	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	7	Watts: 469 Est. Hours: 7,665 kWh:3,472
12	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	3	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	3	Watts: 201 Est. Hours: 7,665 kWh:1,488
13	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	5	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	5	Watts: 335 Est. Hours: 7,665 kWh:2,480
14	Floor 1: All offices/exam	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	4	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	4	Watts: 268 Est. Hours: 7,665 kWh:1,984
15	Floor 1: All lockers	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	12	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	12	Watts: 396 Est. Hours: 7,665 kWh:2,931

Annual Total Est. kW Savings *	3.662
Annual Total Est. kWh Savings **	25,100
Est. Hours of Operation	7,665

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

855-232-1042

The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to **\$3,290** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards
- ✓ **Help the Environment**

EST. SAVINGS EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

💰 Savings after

1 Month..... \$274.13

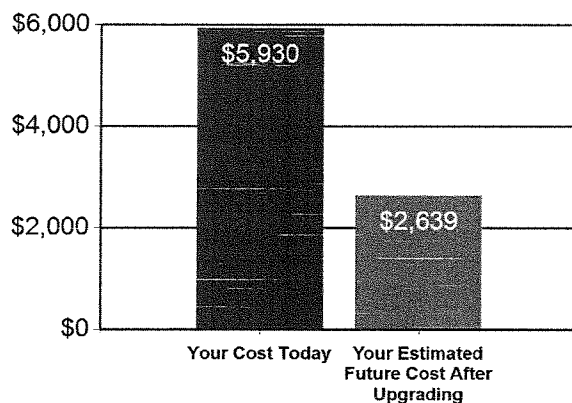
💰 Savings after

1 Year..... \$3,289.61

💰 Savings after

5 Years..... \$16,448.05

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$7,548.45
Utility Incentive (70%)	\$5,271.21
Your Cost (30%)	\$2,277.24
Est. Annual Savings*	\$3,289.61/yr
Est. Investment Payback**	8 Months
Est. 1st Yr Return on Investment	144%

*Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	8
Est. 1st year return on investment	144%
Deposit (0%)	\$0.00
Total Payment	\$2,277.24

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months
Monthly Savings	\$274.14
Monthly Payment	\$212.27
Monthly Cash Flow	\$61.87
Total Payment	\$2,547.24

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Doing Business As: NYSDSP
Contact: Jason Keding
Title: Manager Town/City/County

Account#: 10033567081
Address: 8555 Boston State Road
Boston, NY, 14025
Phone: 726-941-6518
Email: Supervisorsoffice@townofboston.com

I, **Jason Keding** (Contact Name),
a representative of **Nysdsp** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Lime Energy acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender.

Participation Agreement

Business Name: NYSDSP

Billing Address: 1565 Jefferson rd Rochester NY 14623

NYSEG and RG&E Customer Name: Nysdsp

Facility Address: 8555 Boston State Road, Boston, NY, 14025

Phone: 726-941-6518 Fax: (585) 899-1662

E-Mail Address: Supervisorsoffice@townofboston.com

Lime Energy Project Number: RN16-056345.31

LIME ENERGY SERVICES CO.

Name: Charlie Guay

Title: Energy Service Representative

Address: 31A Elk Terminal Buffalo, NY 14204

Telephone/Fax: (585)545-1414 / (877) 793-0572

Email: CHARLIE.GUAY@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Jason Keding

Title: Manager Town/City/County

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$2,277.24 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$212.27 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$2,547.24
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

NYSEG

Energy Saver Program

Energy Efficiency Proposal

Presented to:

TOWN OF BOSTON

Jason Keding (Manager
Town/City/County)
Town Of Boston
8550 Boston State rd

Boston, NY 14025
716-941-6518

Supervisorsoffice@townofboston.co
m

Presented by:

Charlie Guay

Energy Service Representative

LIME ENERGY SERVICES CO.

31A Elk Terminal
Buffalo, NY 14204
585-545-1414

CHARLIE.GUAY@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 3 Delivery Plan
- 4 Summary
- 5 Payment Options
- 6 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
5,777 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: TOWN OF BOSTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Rec area	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 99 Est. Hours: 3,754 kWh:365
2	Floor 1: Rec area	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 3,754 kWh:494
3	Floor 1: Rec area	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	3	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	3	Watts: 201 Est. Hours: 3,754 kWh:740
4	Floor 1: Rec area	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	4	Watts: 260 Est. Hours: 3,754 kWh:958
5	Floor 1: Rec area	A 1x2, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	2	Watts: 24 Est. Hours: 3,754 kWh:88
6	Floor 2: Main rec room	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	18	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	18	Watts: 594 Est. Hours: 3,754 kWh:2,188
7	Floor 2: Main rec room	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 3,754 kWh:494
8	Floor 2: Main rec room	A 2x4, 4-Lamp T8 2-NP Fluorescent Fixture	2	will be Retrofit with (2) 2-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 134 Est. Hours: 3,754 kWh:494
9	Floor 2: Main rec room	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	3	Watts: 97 Est. Hours: 3,754 kWh:359
10	Floor 2: Main rec room	A 1x2, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	3	Watts: 36 Est. Hours: 3,754 kWh:133

Annual Total Est. kW Savings *	1.851
Annual Total Est. kWh Savings **	6,311
Est. Hours of Operation	3,748

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

855-232-1042

The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

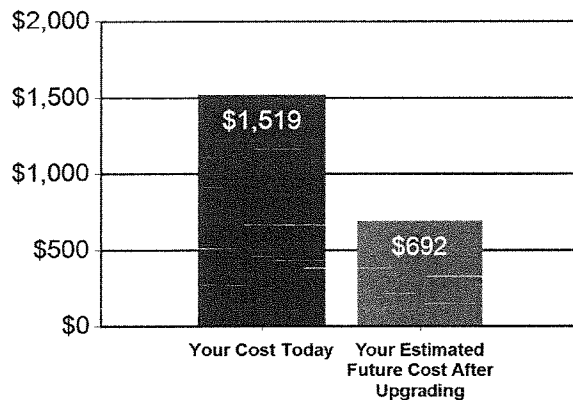
Summary

Your business could spend up to **\$827** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards
- ✓ **Help the Environment**

Estimated Annual Lighting Cost Comparison



EST. SAVINGS EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

⌘ Savings after
1 Month..... \$68.93

⌘ Savings after
1 Year..... \$827.12

⌘ Savings after
5 Years..... \$4,135.60

Total Upgrade Cost	\$4,513.63
Utility Incentive (29%)	\$1,325.73
Your Cost (71%)	\$3,187.90
Est. Annual Savings*	\$827.12/yr
Est. 1st Yr Return on Investment	26%

*Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	46
Est. 1st year return on investment	26%
Deposit (0%)	\$0.00
Total Payment	\$3,187.90

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months
Monthly Savings	\$68.95
Monthly Payment	\$297.16
Monthly Cash Flow	(\$228.21)
Total Payment	\$3,565.92

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Doing Business As: TOWN OF BOSTON
Contact: Jason Keding
Title: Manager Town/City/County

Account#: 10033567107
Address: 8550 Boston State rd
Boston, NY, 14025
Phone: 716-941-6518
Email: Supervisorsoffice@townofboston.com

I, **Jason Keding** (Contact Name),
a representative of **Town Of Boston** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Lime Energy acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender.

Participation Agreement

Business Name: TOWN OF BOSTON

Billing Address: 8500 Boston State rd Boston NY 14025

NYSEG and RG&E Customer Name: Town Of Boston

Facility Address: 8550 Boston State rd, Boston, NY, 14025

Phone: 716-941-6518 Fax: (716) 941-6113

E-Mail Address: Supervisorsoffice@townofboston.com

Lime Energy Project Number: RN16-077449.6

LIME ENERGY SERVICES CO.

Name: Charlie Guay

Title: Energy Service Representative

Address: 31A Elk Terminal Buffalo, NY 14204

Telephone/Fax: (585)545-1414 / (877) 793-0572

Email: CHARLIE.GUAY@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Jason Keding

Title: Manager Town/City/County

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$3,187.90 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$297.16 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$3,565.92
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

NYSEG
Energy Saver Program

Energy Efficiency Proposal

Presented to:

TOWN OF BOSTON

Jason Keding (Manager
Town/City/County)
Town Of Boston
6401 Town Park In

Boston, NY 14025
716-941-6518

Supervisorsoffice@townofboston.co
m

Presented by:

Charlie Guay

Energy Service Representative

LIME ENERGY SERVICES CO.

31A Elk Terminal
Buffalo, NY 14204
585-545-1414

CHARLIE.GUAY@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 4 Delivery Plan
- 5 Summary
- 6 Payment Options
- 7 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
5,737 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: TOWN OF BOSTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Truck area	A 1x4, 6-Lamp T8 HP Fluorescent Fixture	19	will be Retrofit with (2) 3-Lamp Electronic High Power Ballast and (6) 4' T8 LED Lamps.	19	Watts: 1,501 Est. Hours: 6,466 kWh:9,259
2	Floor 1: Truck area	A 1x4, 6-Lamp T8 HP Fluorescent Fixture	4	will be Retrofit with (2) 3-Lamp Electronic High Power Ballast and (6) 4' T8 LED Lamps.	4	Watts: 316 Est. Hours: 8,760 kWh:2,641
3	Floor 1: Truck area	A 1x4, 2-Lamp T12 Fluorescent Fixture	20	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	20	Watts: 1,340 Est. Hours: 6,466 kWh:8,266
4	Floor 1: Truck area	A 1x8, 4-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 130 Est. Hours: 6,466 kWh:802
5	Floor 1: Truck area	A 1x2, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	2	Watts: 74 Est. Hours: 6,466 kWh:456
6	Floor 1: Halls	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	9	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	9	Watts: 585 Est. Hours: 6,466 kWh:3,608
7	Floor 1: Offices	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 99 Est. Hours: 4,171 kWh:394
8	Floor 1: Offices	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	1	Watts: 119 Est. Hours: 4,171 kWh:474
9	Exterior: Exterior poles	A 400w Metal Halide Fixture	4	will be replaced with a LED Pole Top Fixture <=65W , 4000K	4	Watts: 1,595 Est. Hours: 4,380 kWh:6,289
9	Exterior: Exterior poles			Install an exterior fixture twist lock photocell	4	Watts: 0 Est. Hours: 0 kWh:0

Building: TOWN OF BOSTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type-	Qty	by Line Item
10	Floor 1: Offices	Lift Required for installation	1	Articulating Lift Rental 2 Day	1	Watts: 0 Est. Hours: 4,171 kWh:0
11	Floor 1: Offices	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 4,171 kWh:0

Annual Total Est. kW Savings *	4.497
Annual Total Est. kWh Savings **	32,188
Est. Hours of Operation	6,456

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

855-232-1042

The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to **\$4,219** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards
- ✓ **Help the Environment**

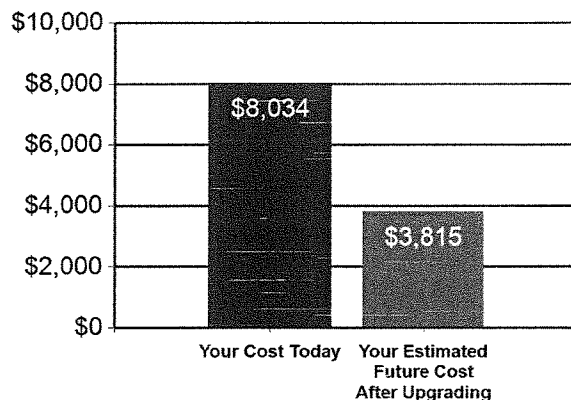
EST. SAVINGS EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

⌘ Savings after
1 Month..... \$351.55

⌘ Savings after
1 Year..... \$4,218.56

⌘ Savings after
5 Years..... \$21,092.80

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$12,878.37
Utility Incentive (52%)	\$6,759.69
Your Cost (48%)	\$6,118.68
Est. Annual Savings*	\$4,218.56/yr
Est. Investment Payback**	17 Months
Est. 1st Yr Return on Investment	69%

*Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	17
Est. 1st year return on investment	69%
Deposit (0%)	\$0.00
Total Payment	\$6,118.68

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$351.56	\$351.56
Monthly Payment	\$570.36	\$380.24
Monthly Cash Flow	(\$218.80)	(\$28.68)
Total Payment	\$6,844.32	\$6,844.32

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Doing Business As: TOWN OF BOSTON
Contact: Jason Keding
Title: Manager Town/City/County

Account#: 10010312477
Address: 6401 Town Park In
Boston, NY, 14025
Phone: 716-941-6518
Email: Supervisorsoffice@townofboston.com

I, **Jason Keding** (Contact Name),
a representative of **Town Of Boston** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Lime Energy acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender.

Participation Agreement

Business Name: TOWN OF BOSTON

Billing Address: 8500 Boston State rd Boston NY 14025

NYSEG and RG&E Customer Name: Town Of Boston

Facility Address: 6401 Town Park In, Boston, NY, 14025

Phone: 716-941-6518 Fax: (716) 941-6113

E-Mail Address: Supervisorsoffice@townofboston.com

Lime Energy Project Number: RN16-077449.8

LIME ENERGY SERVICES CO.

Name: Charlie Guay

Title: Energy Service Representative

Address: 31A Elk Terminal Buffalo, NY 14204

Telephone/Fax: (585)545-1414 / (877) 793-0572

Email: CHARLIE.GUAY@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Jason Keding

Title: Manager Town/City/County

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$6,118.68 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$570.36 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$6,844.32
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

NYSEG
Energy Saver Program

Energy Efficiency Proposal

Presented to:

NYSDSP

Jason Keding (Manager
Town/City/County)
Nysdsp
8555 Boston State Road

Boston, NY 14025
726-941-6518

Supervisorsoffice@townofboston.co
m

Presented by:

Charlie Guay

Energy Service Representative

LIME ENERGY SERVICES CO.

31A Elk Terminal
Buffalo, NY 14204
585-545-1414

CHARLIE.GUAY@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 3 Delivery Plan
- 4 Summary
- 5 Payment Options
- 6 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
5,777 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: NYSDSP		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Parks	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	57	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	57	Watts: 1,881 Est. Hours: 3,754 kWh:6,820
2	Floor 1: Parks	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 32 Est. Hours: 3,754 kWh:118
3	Floor 1: Parks	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	1	Watts: 53 Est. Hours: 3,754 kWh:192
4	Floor 1: Ems	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	14	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	14	Watts: 462 Est. Hours: 5,475 kWh:2,443
5	Floor 1: Ems	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	16	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	16	Watts: 520 Est. Hours: 5,475 kWh:2,749
6	Floor 1: Ems	A 60w Incandescent Fixture	2	will be replaced with an 8.8w Dimming LED A-Lamp.	2	Watts: 102 Est. Hours: 5,475 kWh:541

Annual Total Est. kW Savings *	3.295
Annual Total Est. kWh Savings **	12,863
Est. Hours of Operation	3,748

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

855-232-1042

The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to **\$1,686** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards
- ✓ **Help the Environment**

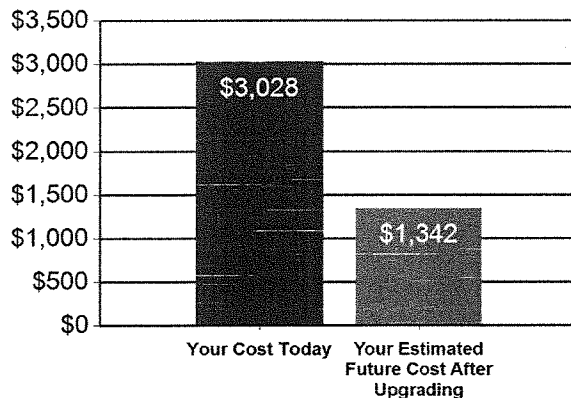
EST. SAVINGS EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

💰 Savings after
1 Month..... \$140.49

💰 Savings after
1 Year..... \$1,685.82

💰 Savings after
5 Years..... \$8,429.10

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$8,866.28
Utility Incentive (30%)	\$2,701.23
Your Cost (70%)	\$6,165.05
Est. Annual Savings*	\$1,685.82/yr
Est. 1st Yr Return on Investment	27%

*Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	44
Est. 1st year return on investment	27%
Deposit (0%)	\$0.00
Total Payment	\$6,165.05

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$140.49	\$140.49
Monthly Payment	\$574.68	\$383.12
Monthly Cash Flow	(\$434.19)	(\$242.63)
Total Payment	\$6,896.16	\$6,896.16

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Doing Business As: NYSDSP
Contact: Jason Keding
Title: Manager Town/City/County

Account#: 10033567081
Address: 8555 Boston State Road
Boston, NY, 14025
Phone: 726-941-6518
EMail: Supervisorsoffice@townofboston.com

I, **Jason Keding** (Contact Name),
a representative of **Nysdsp** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Lime Energy acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender.

Participation Agreement

Business Name: NYSDSP

Billing Address: 1565 Jefferson rd Rochester NY 14623

NYSEG and RG&E Customer Name: Nysdsp

Facility Address: 8555 Boston State Road, Boston, NY, 14025

Phone: 726-941-6518 Fax: (585) 899-1662

E-Mail Address: Supervisorsoffice@townofboston.com

Lime Energy Project Number: RN16-056345.35

LIME ENERGY SERVICES CO.

Name: Charlie Guay

Title: Energy Service Representative

Address: 31A Elk Terminal Buffalo, NY 14204

Telephone/Fax: (585)545-1414 / (877) 793-0572

Email: CHARLIE.GUAY@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Jason Keding

Title: Manager Town/City/County

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$6,165.05 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$574.68 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$6,896.16
- ☐ **18 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in eighteen (18) monthly payments of \$383.12 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments Option hereof. This is a total payment of \$6,896.16
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

NYSEG
Energy Saver Program

Energy Efficiency Proposal

Presented to:

TOWN OF BOSTON

Jason Keding (Manager
Town/City/County)
Town Of Boston
8500 Boston State rd

Boston, NY 14025

716-941-6518

Supervisorsoffice@townofboston.co
m

Presented by:

Charlie Guay

Energy Service Representative

LIME ENERGY SERVICES CO.

31A Elk Terminal

Buffalo, NY 14204

585-545-1414

CHARLIE.GUAY@LIME-
ENERGY.COM



Contents:

- 2 Scope of Work
- 4 Delivery Plan
- 5 Summary
- 6 Payment Options
- 7 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
5,743 businesses that have already
upgraded and started to save on their
bottom line!

Scope of Work

Building: TOWN OF BOSTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Hallways	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	8	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	8	Watts: 520 Est. Hours: 8,760 kWh:4,399
2	Floor 1: Hallways	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	1	Watts: 53 Est. Hours: 8,760 kWh:448
3	Floor 1: Rest rooms	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 132 Est. Hours: 730 kWh:479
4	Floor 1: Community room	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	28	will be Retrofit with a 3-Lamp Electronic Low Power Ballast and (3) 4' T8 LED Lamps.	28	Watts: 1,484 Est. Hours: 3,754 kWh:5,380
5	Floor 1: Community room	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 130 Est. Hours: 730 kWh:471
6	Floor 1: Mechanical	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 66 Est. Hours: 730 kWh:47
7	Floor 1: Vault	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	3	Watts: 195 Est. Hours: 2,086 kWh:393
8	Floor 1: Offices	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	18	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	18	Watts: 1,170 Est. Hours: 3,754 kWh:4,242
9	Floor 1: Stairwells	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 66 Est. Hours: 8,760 kWh:558
10	Floor 2: Court room	A 2x2, 2-Lamp T8 NP Fluorescent Fixture	25	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 2' T8 LED Lamps.	25	Watts: 300 Est. Hours: 2,086 kWh:604

Building: TOWN OF BOSTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 2: Halls	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	10	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	10	Watts: 650 Est. Hours: 8,760 kWh:5,499
12	Floor 2: Offices	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	28	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	28	Watts: 1,820 Est. Hours: 3,754 kWh:6,598
13	Floor 2: Offices	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 33 Est. Hours: 3,754 kWh:120

Annual Total Est. kW Savings *	7.149
Annual Total Est. kWh Savings **	29,238
Est. Hours of Operation	3,748

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

855-232-1042

The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to **\$3,832** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards
- ✓ **Help the Environment**

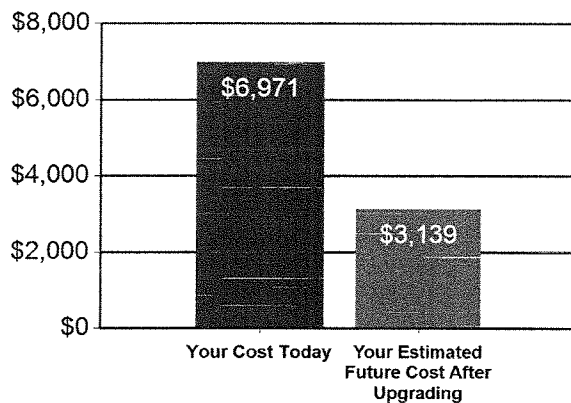
EST. SAVINGS EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

⌘ Savings after
1 Month..... \$319.33

⌘ Savings after
1 Year..... \$3,831.93

⌘ Savings after
5 Years..... \$19,159.65

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$14,901.39
Utility Incentive (41%)	\$6,139.98
Your Cost (59%)	\$8,761.41
Est. Annual Savings*	\$3,831.93/yr
Est. Investment Payback**	27 Months
Est. 1st Yr Return on Investment	44%

*Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback *	27
Est. 1st year return on investment	44%
Deposit (0%)	\$0.00
Total Payment	\$8,761.41

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$319.33	\$319.33
Monthly Payment	\$816.70	\$544.47
Monthly Cash Flow	(\$497.37)	(\$225.14)
Total Payment	\$9,800.40	\$9,800.46

Payment plans are offered through Lime (the "Lender").

Participation Agreement

Doing Business As: TOWN OF BOSTON
Contact: Jason Keding
Title: Manager Town/City/County

Account#: 10010312469
Address: 8500 Boston State rd
Boston, NY, 14025
Phone: 716-941-6518
Email: Supervisoroffice@townofboston.com

I, **Jason Keding** (Contact Name),
a representative of **Town Of Boston** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Lime Energy acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender.

Participation Agreement

Business Name: TOWN OF BOSTON

Billing Address: 8500 Boston State rd Boston NY 14025

NYSEG and RG&E Customer Name: Town Of Boston

Facility Address: 8500 Boston State rd, Boston, NY, 14025

Phone: 716-941-6518 Fax: (716) 941-6113

E-Mail Address: Supervisorsoffice@townofboston.com

Lime Energy Project Number: RN16-077449.9

LIME ENERGY SERVICES CO.

Name: Charlie Guay

Title: Energy Service Representative

Address: 31A Elk Terminal Buffalo, NY 14204

Telephone/Fax: (585)545-1414 / (877) 793-0572

Email: CHARLIE.GUAY@LIME-ENERGY.COM

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Jason Keding

Title: Manager Town/City/County

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company"), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$8,761.41 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$816.70 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$9,800.40
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

TOWN OF BOSTON – RESOLUTION NO. 2021-26

**ESTABLISHING ENERGY BENCHMARKING REQUIREMENTS
FOR CERTAIN MUNICIPAL BUILDINGS**

WHEREAS, buildings are the single largest user of energy in the State of New York. The poorest performing buildings typically use several times the energy of the highest performing buildings—for the exact same building use; and

WHEREAS, collecting, reporting, and sharing building energy data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide, and equipped with this information the Town is able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

WHEREAS, the Town Board of the Town of Boston desires to use Building Energy Benchmarking - a process of measuring a building's energy use, tracking that use over time, and comparing performance to similar buildings - to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the Town; and

WHEREAS, the Town Board desires to establish procedure or guideline for Town staff to conduct such Building Energy Benchmarking; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED, that the following specific policies and procedures are hereby adopted;

BUILDING ENERGY BENCHMARKING POLICY/PROCEDURES

§1. DEFINITIONS

(A) “Benchmarking Information” shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

(B) “Building Energy Benchmarking” shall mean the process of measuring a building's Energy use, tracking that use over time, and comparing performance to similar buildings.

(C) “Supervisor” shall mean the Town Supervisor.

(4) “Covered Municipal Building” shall mean a building or facility that is owned or occupied by the Town that is 1,000 square feet or larger in size.

(5) “Department” shall mean the Supervisor's Office.

(6) “Energy” shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of

providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.

(7) “Energy Performance Score” shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.

(8) “Energy Use Intensity (EUI)” shall mean the kBTUs (1,000 British Thermal Units) used per square foot of gross floor area.

(9) “Gross Floor Area” shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.

(11) “Portfolio Manager” shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.

(12) “Utility” shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.

(13) “Weather Normalized Site EUI” shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations.

§2. APPLICABILITY

(1) This policy is applicable to all Covered Municipal Buildings as defined in Section 2 of this policy.

(2) The Supervisor may exempt a particular Covered Municipal Building from the benchmarking requirement if the Supervisor determines that it has characteristics that make benchmarking impractical.

§3. BENCHMARKING REQUIRED FOR COVERED MUNICIPAL BUILDINGS

(1) No later than June 1, 2021, and no later than June 1 every year thereafter, the Supervisor or his or her designee from the Department shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year.

(2) For new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee from the Department shall begin inputting data in the following year.

§4. DISCLOSURE AND PUBLICATION OF BENCHMARKING INFORMATION

(1) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:

(a) no later than September 1, 2021 and by September 1 of each year thereafter for Covered Municipal Buildings; and

(2) The Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

(a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

(b) For each Covered Municipal Building individually:

(i) The status of compliance with the requirements of this Policy; and

(ii) The building address, primary use type, and gross floor area; and

(iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and

(iv) A comparison of the annual summary statistics (as required by Section 5(2)(b)(iii) of this Policy) across calendar years for all years since annual reporting under this Policy has been required for said building.

§5. MAINTENANCE OF RECORDS

The Department shall maintain records as necessary for carrying out the purposes of this Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years.

§6. ENFORCEMENT AND ADMINISTRATION

(1) The Supervisor or his or her designee from the Department shall be the Chief Enforcement Officer of this Policy.

(2) The Chief Enforcement Officer of this Policy may promulgate regulations necessary for the administration of the requirements of this Policy.

(3) Within thirty days after each anniversary date of the effective date of this Policy, the Chief Enforcement Officer shall submit a report to the Town Board including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Policy.

§7. EFFECTIVE DATE

This policy shall be effective immediately upon passage.

§8. SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

On April 21, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2021-29

ADOPTING STANDARDIZED SOLAR PERMIT PROCESS

WHEREAS, the Town of Boston currently requires residents to obtain a building permit for the installation of solar panel, pursuant to Town Code Section 123-128.3, Solar Energy System Regulations, and;

WHEREAS, the Town of Boston's Code Enforcement Officer and Attorney for the Town have advised the Town Board that the New York State uniform process, which includes a solar permit application form for small-scale solar system installations that includes requirements consistent with the Town's Solar Energy System Regulations, is consistent and compatible with the Town of Boston Zoning Code and permitting practices, and;

WHEREAS, the Town Board supports the use of solar energy as a renewable energy source with appropriate regulation;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby fully and formally adopts the New York State Unified Solar Permit process for small-scale solar installations, and establishes the permit fee at \$100.00

On April 21, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

PERMIT APPLICATION

NY State Unified Solar Permit



Unified solar permitting is available statewide for eligible solar photovoltaic (PV) installations. Municipal authorities that adopt the unified permit streamline their process while providing consistent and thorough review of solar PV permitting applications and installations. Upon approval of this application and supporting documentation, the authority having jurisdiction (AHJ) will issue a building and/or electrical permit for the solar PV installation described herein. **All Town of Boston local laws and zoning requirements must be met by the applicant on a USP.**

PROJECT ELIGIBILITY FOR UNIFIED PERMITTING PROCESS

By submitting this application, the applicant attests that the proposed project meets the established eligibility criteria for the unified permitting process (subject to verification by the AHJ). The proposed solar PV system installation:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Has a rated DC capacity of 25 kW or less. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Is not subject to review by an Architectural or Historical Review Board.
(If review has already been issued answer YES and attach a copy) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Does not need a zoning variance or special use permit.
(If variance or permit has already been issued answer YES and attach a copy) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Is mounted on a permitted roof structure, on a legal accessory structure, or ground mounted on the applicant's property in the rear yard. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If the structure is a sloped roof, solar panels are mounted parallel to the roof surface. |

For solar PV systems not meeting these eligibility criteria, the applicant is not eligible for the Unified Solar Permit and must submit conventional permit applications. Permit applications may be downloaded here: www.townofboston.com or obtained in person at 8500 Boston State Road, Boston, New York 14025 during business hours Monday through Friday, 9am – 4pm.

SUBMITTAL INSTRUCTIONS

For projects meeting the eligibility criteria, this application and the following attachments will constitute the Unified Solar Permitting package.

- This application form, with all fields completed and bearing relevant signatures.
- Permitting fee of \$100.00 for RESIDENTIAL permit and \$500.00 for COMMERCIAL permit payable by check made payable to: Town of Boston.
- Required Construction Documents for the solar PV system type being installed, including required attachments.

Completed permit applications can be submitted electronically to codeenforcement@townofboston.com or in person at 8500 Boston State Road, Boston, New York 14025 or dropped off during normal business hours Monday through Friday, 9am – 4pm.

APPLICATION REVIEW TIMELINE

Permit determinations will be issued within fourteen (14) calendar days upon receipt of complete and accurate applications. The municipality will provide feedback within fourteen (14) calendar days of receiving incomplete or inaccurate applications.

FOR FURTHER INFORMATION

Questions about this permitting process may be directed to the Town of Boston Building Department (716) 941-6113 ext. 111 or 115.

PROPERTY OWNER

Property Owner's First Name Last Name Title

Property Address

City State Zip

Section Block Lot Number

EXISTING USE

☐ Single Family ☐ 2-4 Family ☐ Commercial ☐ Other

PROVIDE THE TOTAL SYSTEM CAPACITY RATING (SUM OF ALL PANELS)

Solar PV System: _____ kW DC

SELECT SYSTEM CONFIGURATION

Make sure your selection matches the Construction Documents included with this application.

☐ Supply side connection with microinverters ☐ Load side connection with DC optimizers
☐ Supply side connection with DC optimizers ☐ Load side connection with microinverters
☐ Supply side connection with string inverter ☐ Load side connection with string inverter

SOLAR INSTALLATION CONTRACTOR

Contractor Business Name

Contractor Business Address City State Zip

Contractor Contact Name Phone Number

Contractor License Number(s) Contractor Email

Electrician Business Name

Electrician Business Address City State Zip

Electrician Contact Name Phone Number

Electrician License Number(s) Electrician Email

Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to submit a unified solar permit.

Property Owner's Signature Date

Solar Installation Company Representative Signature Date

SUBMITTAL REQUIREMENTS SOLAR PV 25KW OR LESS (ATTACHMENTS)

NY State Unified Solar Permit

This information bulletin is published to guide applicants through the unified solar PV permitting process for solar photovoltaic (PV) projects 25 kW in size or smaller. This bulletin provides information about submittal requirements for plan review, required fees, and inspections.

PERMITS AND APPROVALS REQUIRED

The following permits are required to install a solar PV system with a nameplate DC power output of 25 kW or less:

- Town of Boston Unified Solar Permit
- Town of Boston Building Permit
- An electrical inspection as directed by the Town of Boston Code Enforcement Officer

Planning review is not required for solar PV installations of this size unless the Town of Boston Code Enforcement Officer refers the project to the Town of Boston Planning Board for Site Plan Review or other specific reasons..

Fire Department approval is not required for solar PV installations of this size, **however, the Fire Department in your district shall be notified no later than 10 days following installation and before the Solar Energy Collection System becomes operational.**

SUBMITTAL REQUIREMENTS

In order to submit a complete permit application for a new solar PV system, the applicant must include:

- a) Completed Standard Permit Application form which includes confirmed eligibility for the Unified Solar Permitting process. This permit application form can be downloaded at www.townofboston.com
- b) Construction Documents, with listed attachments must be by stamped and signed by a New York State Registered Architect or New York State Licensed Professional Engineer.

The Town of Boston, NY, through adopting the Unified Solar Permitting process, requires contractors to provide construction documents, such as the examples included in the Understanding Solar PV Permitting and Inspecting in New York State document. Should the applicant wish to submit Construction Documents in another format, ensure that the submittal includes the following information:

- Manufacturer/model number/quantity of solar PV modules and inverter(s).
- String configuration for solar PV array, clearly indicating the number of modules in series and strings in parallel (if applicable).
- Combiner boxes: Manufacturer, model number, NEMA rating.
- From array to the point of interconnection with existing (or new) electrical distribution equipment: identification of all raceways (conduit, boxes, fittings, etc.), conductors and cable assemblies, including size and type of raceways, conductors, and cable assemblies.
- Sizing and location of the EGC (equipment grounding conductor).
- Sizing and location of GEC (grounding electrode conductor, if applicable).
- Disconnecting means of both AC and DC including indication of voltage, ampere, and NEMA rating.
- Interconnection type/location (supply side or load side connection)
- For supply side connections only, indication that breaker or disconnect meets or exceeds available utility fault current rating kAIC (amps interrupting capacity in thousands).
- Ratings of service entrance conductors (size insulation type AL or CU), proposed service disconnect, and overcurrent protection device for new supply side connected solar PV system (reference NEC 230.82, 230.70).
- Rapid shutdown device location/method and relevant labeling.

c) (For Roof Mounted Systems) A roof plan showing roof layout, detail of ice guards or restraints, solar PV panels and the following fire safety items: location of roof access point, location of code-compliant access pathways, code exemptions, solar PV system fire classification, and the locations of all required labels and markings.

d) Provide construction drawings with the following information:

- The type of roof covering and the number of roof coverings installed.
- Type of roof framing, size of members, and spacing.
- Weight of panels, support locations, and method of attachment.
- Framing plan and details for any work necessary to strengthen the existing roof structure.
- Site-specific structural calculations.

e) Where an approved racking system is used, provide documentation showing manufacturer of the racking system, maximum allowable weight the system can support, attachment method to roof or ground, and product evaluation information or structural design for the rack.

f) Notification to Fire Department:

- Notification shall include a site map showing the location of the solar energy electrical panel or equivalent equipment, as well as the proper operation of the disconnect switch(s) in the event of a fire or other emergency situation where the property owner, homeowner, tenant or other personnel is not available or familiar with the safe shutdown operation of unit so as to have the ability to cut power from the solar panels.
- In addition, a written statement showing the method of shutdown shall be posted inside the main electrical panel or equivalent equipment of the unit that can be readily accessible for and to firefighting personnel.
- The notification to the fire service must include the method of fire suppression required by the installed equipment (e.g. foam or water).

PLAN REVIEW

Permit applications can be submitted to the Town of Boston Building Department in person at 8500 Boston State Road, Boston, New York 14025 and electronically to codeenforcement@townofboston.com

FEES

- Permitting fee for RESIDENTIAL permit of \$100.00 payable by check made payable to: Town of Boston.
- Permitting fee for COMMERCIAL permit of \$500.00 payable by check made payable to: Town of Boston.

INSPECTIONS

Once all permits to construct the solar PV installation have been issued and the system has been installed, it must be inspected before final approval is granted for the solar PV system. On-site inspections can be scheduled by contacting the Town of Boston Building Department by telephone at (716) 941-6113 ext. 111 or 115 or electronically at codeenforcement@townofboston.com. Inspection requests received within business hours are typically scheduled for the next business day. If next business day is not available, inspection should happen within a five-day window. Inspections can be completed by any active state licensed inspector, and copies of said inspection must be provided to the Boston Building Department in a timely matter.

In order to receive final approval, the following inspections are required:

During a rough inspection, the applicant must demonstrate that the work in progress complies with relevant codes and standards. The purpose of the rough inspection is to allow the inspector to view aspects of the system that may be concealed once the system is complete, such as:

- Wiring concealed by new construction.
- Portions of the system that are contained in trenches or foundations that will be buried upon completion of the system.

It is the responsibility of the applicant to notify the Town of Boston Building Department before the components are buried or concealed and to provide safe access (including necessary climbing and fall arrest equipment) to the inspector.

The inspector will attempt, if possible, to accommodate requests for rough inspections in a timely manner.

The applicant must contact the Town of Boston Building Department when ready for a final inspection. During this inspection, the inspector will review the complete installation to ensure compliance with codes and standards, as well

as confirming that the installation matches the records included with the permit application. The applicant must have ready, at the time of inspection, the following materials and make them available to the inspector:

- Copies of as-built drawings and equipment specifications, if different than the materials provided with the application.
- Photographs of key hard to access equipment, including;
 - Example of array attachment point and flashing/sealing methods used.
 - Opened rooftop enclosures, combiners, and junction boxes.
 - Bonding point with premises grounding electrode system.
 - Supply side connection tap method/device.
 - Module and microinverter/DC optimizer nameplates.
 - Microinverter/DC optimizer attachment.

The Town of Boston has adopted a standardized inspection checklist, which can be found in the Understanding Solar PV Permitting and Inspecting in New York State document, found here: <https://www.nyserda.ny.gov/-/media/NYSun/files/solar-guidebook.pdf>

The inspection checklist provides an overview of common points of inspection that the applicant should be prepared to show compliance. If not available, common checks include the following:

- Number of solar PV modules and model number match plans and specification sheets number match plans and specification sheets.
- Array conductors and components are installed in a neat and workman-like manner.
- Solar PV array is properly grounded.
- Electrical boxes and connections are suitable for environment.
- Array is fastened and sealed according to attachment detail.
- Conductor's ratings and sizes match plans.
- Appropriate signs are properly constructed, installed, and displayed, including the following:
 - Sign identifying PV power source system attributes at DC disconnect.
 - Sign identifying AC point of connection.
 - Rapid shutdown device meets applicable requirements of NEC 690.12.
- Equipment ratings are consistent with application and installed signs on the installation, including the following:
 - Inverter has a rating as high as max voltage on PV power source sign.
 - DC-side overcurrent circuit protection devices (OCPDs) are DC rated at least as high as max voltage on sign.
 - Inverter is rated for the site AC voltage supplied and shown on the AC point of connection sign.
 - OCPD connected to the AC output of the inverter is rated at least 125% of maximum current on sign and is no larger than the maximum OCPD on the inverter listing label.
 - Sum of the main OCPD and the inverter OCPD is rated for not more than 120% of the buss bar rating.

UNIFIED SOLAR PERMITTING RESOURCES

The jurisdiction has adopted the following documents from the New York Unified Solar Permit process:

Delete any documents not adopted by the jurisdiction.

- Standard Application www.townofboston.com search 'Unified Solar Permit'.
- Understanding Solar PV Permitting and Inspecting in New York State document, which includes sample construction documents, inspection checklist, design review checklist, and labelling guide <https://www.nyserda.ny.gov/-/media/NYSun/files/solar-guidebook.pdf>

DEPARTMENTAL CONTACT INFORMATION

For additional information regarding this permit process, please consult our departmental website at www.townofboston.com or contact the Building Department at (716) 941-6113 ext. 111 or 115.

TOWN CLERK'S MONTHLY REPORT

MARCH, 2021

page 2

0. *

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND

002.....

1,589.11 +

1,589.11

PAID TO SUPERVISOR FOR REFUSE & GARBAGE

194.32 +

194.32

PAID TO NYSDEC FOR DECALS

245.64

PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM

55.00

PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES

22.50

TOTAL DISBURSEMENTS

2,106.57

APRIL 1, 2021


JASON KEDING

, SUPERVISOR

APRIL 9th 2021

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


Town Clerk

5th day of April 2021


Notary Public

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01MI6385215
Qualified in Erie County
Commission Expires 12-31-2022

TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

MARCH, 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			
	<u>8</u>	DECALS	<u>14.36</u>
	<u>1</u>	MARRIAGE LICENSES NO. 21001 TO 21001	<u>17.50</u>
	<u>10</u>	PHOTOCOPIES	<u>2.50</u>
	<u>7</u>	DEATH CERTIFICATES	<u>70.00</u>
	<u>3</u>	MARRIAGE CERTIFICATES	<u>30.00</u>
	<u>11</u>	FAXES	<u>2.75</u>
TOTAL TOWN CLERK FEES			137.11
<hr/>			
A2025			
	<u>2</u>	USE OF FACILITY FEES	<u>150.00</u>
TOTAL A2025			150.00
<hr/>			
A2544			
	<u>42</u>	DOG LICENSES	<u>337.00</u>
TOTAL A2544			337.00
<hr/>			
A2555			
	<u>6</u>	BUILDING PERMITS	<u>840.00</u>
	<u>1</u>	CERTIFICATE OF OCCUPANCY	<u>25.00</u>
TOTAL A2555			865.00
<hr/>			
A2590			
	<u>1</u>	SIGN PERMITS	<u>100.00</u>
TOTAL A2590			100.00
<hr/>			
SR2130			
	<u>1</u>	REFUSE & GARBAGE	<u>194.32</u>
TOTAL SR2130			194.32
<hr/>			