

**AGENDA**  
**REGULAR MEETING - TOWN OF BOSTON**  
**September 1, 2021 – 7:30 P.M.**

**ITEM NO. I PRELIMINARY MATTERS**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Other Preliminary Matters

**ITEM NO. II REGULAR BUSINESS**

1. Correction and Adoption of the Minutes 8/18/2021
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Agricultural District Annual Enrollment Period
2. Comp Alliance Member Loyalty Award Notification

**ITEM NO. IV NEW BUSINESS**

1. Requests from the Floor (3 minute time limit per person)
2. Use of Facility - Summer Concert Series 2022.
3. Resolution 2021 - 49 Procurement of Chairs and Conference Table
4. Resolution 2021 - 50 Financial Advisory Professional Services Agreement
5. Resolution 2021 - 51 Requesting Traffic Study for Four-Way Stop Signage to Address Traffic Safety Concerns at Intersection of Feddick and Zimmerman Roads
6. Resolution 2021 - 52 Easement Agreement for Ingress and Egress at 5451 Creekside Court

**ITEM NO. V OLD BUSINESS**

**ITEM NO. VI REPORTS AND PRESENTATIONS**

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

**ITEM NO. VIII ADJOURNMENT OF MEETING**

1. Adjournment of Meeting



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

July 2021 Income Statement

Budget Timeline

Letter of appreciation from Zachary Rozler to Highway Superintendent Telaak

New business:

Supervisor Keding stated the floor is open for public comment.

There was no comment from the public.

Supervisor Keding stated the floor is closed.

A motion was made by Supervisor Keding and was seconded by Councilman Cartechine to approve Use of Town Meeting Facility application for Supervisor's office, presentation, September 29, 2021, 6:00 pm - 10:00 pm, Town Hall Community Room.

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

five (5) Yes

Carried

A motion was made by Councilman Cartechine and was seconded by Councilwoman Lucachik to approve Shawn Cramer, Tracey M. Fest, and Paul Randall to begin duty as Boston Volunteer Fire Company Firefighters.

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

five (5) Yes

Carried

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

**RESOLUTION 2021-44      AMENDING 2021 BUDGET TO PROPERLY ACCOUNT  
FOR WILLIAM G POMEROY FOUNDATION GRANT RECEIVED**

The Town of Boston was awarded a Legends and Lore Grant from the William G Pomeroy Foundation in the amount of \$1,140.00 for a new historical marker.

The 2021 Town of Boston Budget hereby is amended:

1) Increase Appropriations:

Account No. A00-7520-0200	Historical Property - Capital Outlay	\$1,140.00
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Motion Con't:

2) Increase Revenues:

Account No. A00-2089-0000      Other Cultural & Recreation Income      \$1,140.00

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

five (5) Yes

Carried

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

**RESOLUTION 2021-45**

**2021 BUDGET TRANSFERS**

The Town Board hereby authorizes amending of the Town's 2021 budget as shown below:

1) Transfer Appropriations From:

Account No.	A 1321.4	Accountant - Contr.	\$	9,000
Account No.	A 1930.0	Judgement & Claims	\$	355
			\$	<u>9,355</u>

2) Transfer Appropriations To:

				<u>Reason for Overage:</u>	
Account No.	A 1430.4	Personnel - Contr.	\$	6,500	EBC HR service was budgeted in A 1321.4
Account No.	A 1910.0	Unallocated Insurance	\$	355	Insurance cost more than estimated
Account No.	A 7270.4	Band Concerts - Cont.	\$	2,000	ASI Funds require 50% match-only \$5,000 budgeted & grant was for \$3,500
Account No.	A 3310.4	Traffic Control - Contr.	\$	500	Needed more road signs than planned
			\$	<u>9,355</u>	

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

five (5) Yes

Carried

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

Motion Con't:

**RESOLUTION 2021-46**

**APPROVE THE ELECTRICAL WORK ON  
OUTDOOR BATHROOM DOORS**

The Town of Boston hosts many events in the Town parks from sporting events to concerts to various use of facilities; and the park bathrooms have had numerous instances of vandalism over the years.

There will need to be electrical work done prior to the installation of the auto-locking mechanisms.

The Town of Boston authorizes the electrical work to be done by CIR Electrical at a cost of \$1,598.00

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

five (5) Yes

Carried

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

**RESOLUTION 2021-47      APPROVE AUTO LOCKS FOR OUTDOOR BATHROOMS**

The Town of Boston authorizes the Supervisor to enter into a contract with A Village Locksmith at a cost of \$1,820.00

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

five (5) Yes

Carried

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

**RESOLUTION 2021-48      APPROVE AMENDED 2019 SERVICE AWARD  
POINTS FOR MICHAEL MCCLOUD**

Michael McCloud is a member of good standing in the Boston Fire Department and a member of the Town of Boston Firefighter's Service Award program; and there was a clerical error and Michael McCloud should have received 85 points for 2019, per a letter from the Boston Fire Company received July 23, 2021; and the Town of Boston authorizes the change in 2019 service award points for Michael McCloud, from 0 points to 85 points.

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

Motion Con't:

five (5) Yes

Carried

Old business:

A motion was made by Councilwoman Selby and was seconded by Councilman Cartechine to not approve,

**RESOLUTION 2021-42**

**AUTHORIZING ADDITIONAL FUNDS FOR  
TOWN-WIDE DRAINAGE STUDY**

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

five (5) Yes

Carried

Reports and Presentations:

Superintendent Telaak reported on the following:

Received a thank you letter from Zachary Rozler, Boy Scout Troop #1910. To Superintendent and the Highway Department for dropping off the wood chips for his Eagle Scout project. He and his friends spent 150 hours to work on the walking path at the Boston Valley School. He did a great job. Brush pickup starts first week in September, every road will get done once. Then again starts first week in October, every road will be done once. The past month and half or so we have Nova chipped some of the roads. A type of black top. Oiled and stoned three more miles of roads. Roads turned out really good. End of Chestnut Lane, has been damaged, one day after it was resurfaced.

Councilwoman Selby reported on the following:

Thanked the Town Board for watching the finances, and disapproving the resolution.

National Fuel has been in the area of 8073 Back Creek Road to do some work regarding erosion.

“Happy 100<sup>th</sup> Birthday” to Marion Louise Rucker Williams. She has lived in Boston her entire life, lives in the house that her and her husband built.

Councilman Cartechine reported on the following:

Boston Colden Chamber of Commerce, networking Breakfast on August 24<sup>th</sup>, at Three Girls Café, starts at 8 A.M. Good way to meet other business owners and discuss the commerce in the towns of Boston and Colden.

Boston and Colden Fire Chiefs meeting, August 30<sup>th</sup> at 7:30 P.M. at Patchin Fire Station 1. Looking forward to seeing everyone.

Nova Chip looks awesome in the sub-division. Hoping that there is a good review of that after winter. Wanted to recognize the Highway Department for doing that work.

Councilwoman Lucachik reported on the following:

Zoning Board of Appeals meeting tomorrow at 7 P.M. Reschedule from August 5<sup>th</sup>.

Next Planning Board is scheduled for the second Tuesday. For those who are interested in joining or what is coming up in the Town.

Councilwoman Martin reported on the following:

The two petitioners that were scheduled for the prior Zoning Board meeting will be heard tomorrow at 7 P.M.

Conservation Advisory Council L.E.A.F Event will take place on September 11<sup>th</sup>, come out and support the CAC and have some family fun.

Town Clerk Quinlan reported on the following:

Introduced Connie Berwaldt, part-time deputy, appointed on July 8<sup>th</sup>. Thrilled to have her in our office. Timing was perfect on her appointment, as we were asked to provide information to CPL Engineers regarding the water districts. Many hours of research; when the water districts were established, resolutions and minutes that went with each formation, dating back to the 1960's.

Hunting Licenses are on sale in the Clerk's office. Deer Management Permits are available from August 1<sup>st</sup> through October 1<sup>st</sup>, 2021. Cash or check are accepted as payment. Please bring valid identification with you.

On Saturday, St. John's the Baptist Church is holding their last rummage sale and farmer's market for the year.

Concert Series has been wonderful, one more schedule concert and there will be an additional concert on August 31<sup>st</sup> from 6 - 9 P.M. The Snack Shack will be open during the concerts.

Connect Life will be in the Community Room on August 26<sup>th</sup> from 2 - 7 P.M. Donate that day for a chance to win a \$100 Tops gas card.

Summer Concert at the Boston Free Library, August 26<sup>th</sup> at 6 P.M.

Bread of Life will be having their Colden Country Health Fair, September 11<sup>th</sup> from 10-2 P.M., same time as the Colden Festival.

Supervisor Keding reported on the following:

We are working with NYSEG and the UB Regional Institute regarding electric vehicle charging station being brought to the Town property.

REGULAR BOARD MEETING  
AUGUST 18, 2021

**DRAFT**

TOWN HALL  
7:30 P.M.

Happy Birthday to Marion Williams who is 100 years, it is amazing. Her family had reached out and there is an event on Saturday. She will be presented with a Proclamation on behalf of the Town Board to celebrate her 100th Birthday.

Snack Shack has tried to be open every Tuesday for the Summer Concert Series. It has been a great success for the Boston Patriots, a little over \$1,800 from sales at the Snack Shack, helps to keep cost down for the parents that children participate in the program.

Asking all Town employees to wear masks while on Town property.

Asking that anyone who stops by please wear a mask. There are other variants out there.

A motion was made by Supervisor Keding and was seconded by Councilwoman Martin to adjourn the meeting at 7:59 p.m.

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

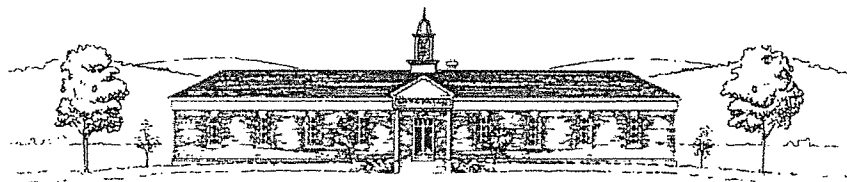
five (5) Yes

Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK





## TOWN OF BOSTON

**Town Board Meeting: September 1, 2021**

		<u>Total Amount</u>
Abstract #1 – 2021 Payables	Journal #AP-2772	\$ 23,974.03
Less Credit – A Fund	Amazon	- \$ 20.55
		\$ 23,953.48

**Total 2021 Payables Due**

**\$ 23,953.48**

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### **Breakout by Fund:**

General (A) Fund:	\$ 15,433.88
Highway (DB) Fund:	\$ 6,481.60
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ 1,880.00
Ambulance (SM) Fund:	\$ 158.00
Refuse & Garbage (SG) Fund:	\$ -
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ -

**Total expenses submitted for approval:**

**\$ 23,953.48**

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

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

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

# September 1, 2021 - ABSTRACT

## Town of Boston Journal Proof Report Fiscal Year: 2021

Created By: epericak

Journal Number: AP - 2772	Journal Desc: AP Batch 35	Account Description	Trans Description	Date	Journal Date: 9/1/2021	Reference	Account Period: 9 - Sep	Debit	Credit	Status: Currently Active	ENCLIQ	Seq #
Account#												
A00-0600-0000-0000	ACCOUNTS PAYABLE		Fund A00 AP Account	9/1/2021		Fund A00 AP Account		\$0.00	\$15,433.88		\$0.00	53
A00-0690-0000-0000	CLEARING ACCT-JUSTICE		OFFICE OF STATE COMPTROLLER 1430830-2021-07-01 July 2021 - Justice Court Funds to State/County	9/1/2021		Vendor#: 178		\$4,833.00	\$0.00		\$0.00	15
A00-1110-4000-0000	TOWN JUSTICE-CONTR		Rebecca Neudeck 8/14/21 Reimb Tape (4-pack); Yellow Highlighters (6-pack)	9/1/2021		Vendor#: 1938		\$10.53	\$0.00		\$0.00	26
A00-1110-4000-0000	TOWN JUSTICE-CONTR		WILLIAMSON LAW BOOK CO. 187842 Marriage Ceremony Certificates	9/1/2021		Vendor#: 106		\$32.95	\$0.00		\$0.00	31
A00-1110-4000-0000	TOWN JUSTICE-CONTR		Martyn Printing and Graphics 00033576 2500 #10 Envelopes for Court Office	9/1/2021		Vendor#: 1793		\$200.00	\$0.00		\$0.00	45
A00-1220-0400-0000	SUPERVISOR- CONTR		Amazon Capital Services 1HQV-LTY1-M7J6 Bookkeeper - 3 Ring Binders; A-Z Tab Dividers	9/1/2021		Vendor#: 2003		\$30.67	\$0.00		\$0.00	11
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL		Drescher & Malecki LLP 2108008 Accounting Services 7/1/21 - 7/31/21 (3 hr JE & Bank Rec review)	9/1/2021		Vendor#: 1747		\$375.00	\$0.00		\$0.00	14
A00-1355-0401-0000	ASSESSOR- CONTR		SUE FITZNER 8/23/21 Field Review Mileage (13.1 Miles x \$0.56)	9/1/2021		Vendor#: 435		\$7.34	\$0.00		\$0.00	27
A00-1410-0401-0000	TOWN CLERK- CONTR		SANDRA L. QUINLAN 8/17/21 Reimb. ECTCTCA Monthly Meeting 8/17/21 Reimbursement	9/1/2021		Vendor#: 1437		\$47.40	\$0.00		\$0.00	41
A00-1440-0400-0000	ENGINEER- CONTR		LaBella Associates 145494 Project No. 2190909.019 - Hillside Dr. Signage Plan (6/19/21 - 7/23/21)	9/1/2021		Vendor#: 1901		\$103.60	\$0.00		\$0.00	19
A00-1620-0400-0000	BUILDINGS- CONTR		TIME WARNER CABLE 126259402081621 Elevator Phone 8/15/21 - 9/14/21	9/1/2021		Vendor#: 1242		\$39.99	\$0.00		\$0.00	20
A00-1620-0400-0000	BUILDINGS- CONTR		Amazon Capital Services 1HMC-NW1K-L9NV Buildings - Duracell Batteries (D12 & C12)	9/1/2021		Vendor#: 2003		\$61.30	\$0.00		\$0.00	13
A00-1620-0400-0000	BUILDINGS- CONTR		NYSEG 8/21 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (6540 kwh)	9/1/2021		Vendor#: 37		\$990.71	\$0.00		\$0.00	5
A00-1620-0400-0000	BUILDINGS- CONTR		SHANOR ELECTRIC SUPPLY, INC. PSI10008652 3 LED lights for Courtroom	9/1/2021		Vendor#: 29		\$14.58	\$0.00		\$0.00	51
A00-1620-0400-0000	BUILDINGS- CONTR		Amazon Capital Services 1O9F-TVL1-LFKJ Buildings - Duracell Batteries (AA) - Refunded	9/1/2021		Vendor#: 2003		\$0.00	\$20.55		\$0.00	52
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER		TIME WARNER CABLE 898242602082121 Boys & Girls Club - Phone/Internet/TV (8/19/21 - 9/18/21)	9/1/2021		Vendor#: 1242		\$214.05	\$0.00		\$0.00	50

**Town of Boston**  
**Journal Proof Report**  
**Fiscal Year: 2021**

Created By: epericak

Journal Number: AP - 2772		Journal Desc: AP Batch 35		Account Description		Trans Description	Date	Journal Date: 9/1/2021	Account Period: 9 - Sep		Status: Currently Active	
Account#								Reference	Debit	Credit	ENCILIQ	Seq #
A00-1670-0403-0000		CENT PRINT/MAIL- CONTR		ComDoc, Inc. IN4468859 Xerox Copier Lease 7/24/21 - 8/23/21		9/1/2021	9/1/2021	Vendor#: 1787	\$72.71	\$0.00	\$0.00	25
A00-1989-0400-0000		OTHER GENERAL GOV'T SUPPORT		CONNIE D. MINER September 2021 September 2021 - Grant Writing Services		9/1/2021	9/1/2021	Vendor#: 69	\$1,250.00	\$0.00	\$0.00	44
A00-3310-0400-0000		TRAFFIC CONTROL-CONTR		NYSEG 8/21 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Signal (49 kwh)		9/1/2021	9/1/2021	Vendor#: 37	\$23.86	\$0.00	\$0.00	1
A00-3310-0400-0000		TRAFFIC CONTROL-CONTR		NYSEG 8/21 - Acct. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (229 kwh)		9/1/2021	9/1/2021	Vendor#: 37	\$42.81	\$0.00	\$0.00	2
A00-3310-0400-0000		TRAFFIC CONTROL-CONTR		NYSEG 8/21 - Acct. #1001-9307-296 Acct. #1001-9307-296 - Boston Colden Signal (10 kwh)		9/1/2021	9/1/2021	Vendor#: 37	\$19.76	\$0.00	\$0.00	3
A00-3620-0400-0000		SAFETY INSPECT- CONTR		Amazon Capital Services 16WJ-KTJ1-3G1H Code Enforcement - Legal Pads		9/1/2021	9/1/2021	Vendor#: 2003	\$15.79	\$0.00	\$0.00	12
A00-5010-0400-0000		HIGHWAY SUPT-CONTR		Cintas 5072209612 Highway - First Aid Kit Inspection & Restock		9/1/2021	9/1/2021	Vendor#: 1758	\$50.42	\$0.00	\$0.00	39
A00-5132-0400-0000		GARAGE-CONTR		Cintas 4093221755 Highway - Uniforms		9/1/2021	9/1/2021	Vendor#: 1758	\$55.77	\$0.00	\$0.00	40
A00-5132-0400-0000		GARAGE-CONTR		NYSEG 8/21 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway Barn (2040 kwh)		9/1/2021	9/1/2021	Vendor#: 37	\$247.52	\$0.00	\$0.00	6
A00-6772-0400-0000		PROGRAMS FOR AGING- CONTR		McCullagh Coffee 62437 Coffee for Nutrition Program (x2)		9/1/2021	9/1/2021	Vendor#: 1768	\$72.90	\$0.00	\$0.00	16
A00-7110-0400-0000		PARKS- CONTR		Seasonal Lawn care 654676 2021 Application #4 to Football Field - Fertilizer and Weed Control		9/1/2021	9/1/2021	Vendor#: 1792	\$172.23	\$0.00	\$0.00	18
A00-7110-0400-0000		PARKS- CONTR		PIONEER MANUFACTURING COMPANY INV800210 Account# T09469 - Game Day Aerosol Blue Paint		9/1/2021	9/1/2021	Vendor#: 1358	\$469.00	\$0.00	\$0.00	36
A00-7110-0400-0000		PARKS- CONTR		Modern Portable Toilets, Inc. July 2021 Invoice #s 5342506, 5342504, 5342505 - Portable Toilets @ Town Parks 7/1/21 - 7/31/21		9/1/2021	9/1/2021	Vendor#: 1990	\$141.69	\$0.00	\$0.00	32
A00-7110-0400-0000		PARKS- CONTR		Modern Portable Toilets, Inc. July 2021 Invoice #s 5342506, 5342504, 5342505 - Portable Toilets @ Town Parks 7/1/21 - 7/31/21		9/1/2021	9/1/2021	Vendor#: 1990	\$141.69	\$0.00	\$0.00	33
A00-7110-0400-0000		PARKS- CONTR		Modern Portable Toilets, Inc. July 2021 Invoice #s 5342506, 5342504, 5342505 - Portable Toilets @ Town Parks 7/1/21 - 7/31/21		9/1/2021	9/1/2021	Vendor#: 1990	\$141.69	\$0.00	\$0.00	34
A00-7110-0400-0000		PARKS- CONTR		NYSEG 4/21 - 7/21 - Acct. #1005-2715-660 Acct. #1005-2715-660 - Seasonal Town Park (April - 167 kwh/ May - 154 kwh/ June - 139 kwh/ July 146 kwh)		9/1/2021	9/1/2021	Vendor#: 37	\$14.73	\$0.00	\$0.00	7

**Town of Boston  
Journal Proof Report  
Fiscal Year: 2021**

Created By: epericak

Journal Number: AP - 2772		Journal Desc: AP Batch 35		Trans Description	Date	Journal Date: 9/1/2021 Reference	Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Account Description					Debit	Credit	ENCLIQ	Seq #
A00-7110-0400-0000	PARKS- CONTR			NYSEG 4/21 - 7/21 - Acct. #1005-2715-660 Acct. #1005-2715-660 - Seasonal Town Park (April - 167 kwh/ May - 134 kwh/ June - 139 kwh/ July 146 kwh)	9/1/2021	Vendor#: 37	\$16.38	\$0.00	\$0.00	8
A00-7110-0400-0000	PARKS- CONTR			NYSEG 4/21 - 7/21 - Acct. #1005-2715-660 Acct. #1005-2715-660 - Seasonal Town Park (April - 167 kwh/ May - 134 kwh/ June - 139 kwh/ July 146 kwh)	9/1/2021	Vendor#: 37	\$11.56	\$0.00	\$0.00	9
A00-7110-0400-0000	PARKS- CONTR			NYSEG 4/21 - 7/21 - Acct. #1005-2715-660 Acct. #1005-2715-660 - Seasonal Town Park (April - 167 kwh/ May - 134 kwh/ June - 139 kwh/ July 146 kwh)	9/1/2021	Vendor#: 37	\$11.40	\$0.00	\$0.00	10
A00-7110-0400-0000	PARKS- CONTR			NYSEG 8/21 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (818 kwh)	9/1/2021	Vendor#: 37	\$177.25	\$0.00	\$0.00	4
A00-7110-0400-0000	PARKS- CONTR			NYSEG 8/21 - Acct. #1001-1771-929 Acct. #1001-1771-929 - Athletic Field (59 kwh)	9/1/2021	Vendor#: 37	\$24.96	\$0.00	\$0.00	49
A00-7270-0400-0000	BAND CONCERTS- CONTR			Michael Roland 8/30/21 Summer Concert Series 2021 - Performance Fee 8/31/21 Show (Innocent Bystander)	9/1/2021	Vendor#: 2004	\$700.00	\$0.00	\$0.00	46
A00-8010-0400-0000	ZONING-CONTR			The Buffalo News 149956 AD ID #1642142 - ZBA Public Hearing Notice - 8/19/21 Meeting	9/1/2021	Vendor#: 1671	\$90.00	\$0.00	\$0.00	17
A00-9050-0800-0000	HOSPITAL AND MEDICAL INSURANCE			BLUECROSS BLUESHIELD OF WNY 212370000127 Health Insurance Premiums - 9/1/21 - 9/30/21	9/1/2021	Vendor#: 1378	\$4,064.43	\$0.00	\$0.00	47
A00-9050-0800-0000	HOSPITAL AND MEDICAL INSURANCE			Aflac 791269 Employee Funded Supplemental Health Ins. - August 2021	9/1/2021	Vendor#: 1887	\$464.76	\$0.00	\$0.00	42
DB0-0600-0000-0000	ACCOUNTS PAYABLE			Fund DB0 AP Account	9/1/2021	Fund DB0 AP Account	\$0.00	\$6,481.60	\$0.00	56
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR			HANES SUPPLY, INC. 1518750-00 14" x .125" x 1" Deluxe Cut Asphalt Block High Speed Diamond Blades	9/1/2021	Vendor#: 685	\$72.00	\$0.00	\$0.00	30
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL			THE PUMP DOCTOR 17536 (4) Mag Cards for Boston EMS	9/1/2021	Vendor#: 198	\$28.00	\$0.00	\$0.00	35
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			VALLEY FAB & EQUIP, INC. 132097 Material Cut to Size 2" x 40"	9/1/2021	Vendor#: 134	\$19.25	\$0.00	\$0.00	37
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL			FPS Hydraulics 2270 Dust Cap; Dust Plug; Coupler; Tip; Freight	9/1/2021	Vendor#: 1988	\$243.68	\$0.00	\$0.00	38
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL			GERNATT ASPHALT PRODUCTS, INC. 50008551MB Abrasive Sand for Winter (39.23 Ton) - Tickets 0506776, 05067784	9/1/2021	Vendor#: 212	\$80.42	\$0.00	\$0.00	28

# September 1, 2021 - ABSTRACT

Town of Boston  
Journal Proof Report  
Fiscal Year: 2021

Created By: epericak

Journal Number: AP - 2772	Journal Desc: AP Batch 35	Account Description	Trans Description	Date	Journal Date: 9/1/2021	Reference	Account Period: 9 - Sep	Debit	Credit	Status: Currently Active	ENCLIQ	Seq #
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT- CONTR	GERNATT ASPHALT PRODUCTS, INC. 50008551MB Abrasive Sand for Winter (39.23 Ton) - Tickets 0506776, 05067784	9/1/2021	Vendor#: 212				\$80.42	\$0.00		\$0.00	29
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 791269 Employee Funded Supplemental Health Ins. - August 2021	9/1/2021	Vendor#: 1887				\$470.26	\$0.00		\$0.00	43
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	BLUECROSS BLUESHIELD OF WNY 21237000127 Health Insurance Premiums - 9/1/21 - 9/30/21	9/1/2021	Vendor#: 1378				\$5,487.57	\$0.00		\$0.00	48
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	9/1/2021	Fund SF0 AP Account				\$0.00	\$1,880.00		\$0.00	54
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 475856 Patchin Fire Co. - Physicals & Respirator Tests (8/2/21)	9/1/2021	Vendor#: 1499				\$1,680.00	\$0.00		\$0.00	21
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 475977 Boston Fire Dept. - Physical (8/16/21)	9/1/2021	Vendor#: 1499				\$50.00	\$0.00		\$0.00	22
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 475777 Patchin Fire Co. - Physical & Respirator Tests (8/11/21)	9/1/2021	Vendor#: 1499				\$150.00	\$0.00		\$0.00	23
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	9/1/2021	Fund SM0 AP Account				\$0.00	\$158.00		\$0.00	55
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 475776 Boston EMS - Physicals & Respirator Tests (8/11/21)	9/1/2021	Vendor#: 1499				\$158.00	\$0.00		\$0.00	24
Total Number of 56 Transactions								\$23,974.03	\$23,974.03		\$0.00	

No Errors

## AP - 2772 Summary By Fund Number

Fund	Debit	Credit	ENCLIQ
A00	\$15,454.43	\$15,454.43	\$0.00
DB0	\$6,481.60	\$6,481.60	\$0.00
SF0	\$1,880.00	\$1,880.00	\$0.00
SM0	\$158.00	\$158.00	\$0.00
Total	\$23,974.03	\$23,974.03	\$0.00

# Memo

To: Municipal Clerks  
Chief Elected Officials c/o Municipal Clerks  
Municipal Assessors c/o Municipal Clerks

From: Sarah Gatti, Senior Planner *seg*

Date: August 16, 2021

Re: AGRICULTURAL DISTRICT ANNUAL ENROLLMENT PERIOD

---

In 2014, the Erie County Legislature designated September 1 through September 30 each year as the annual thirty-day period during which a landowner may request the inclusion of predominantly viable agricultural land into a certified agricultural district in accordance with Section 303-b of New York State Agricultural and Markets Law.

Landowners interested in agricultural assessment may also be interested in enrolling in an agricultural district at this time. We encourage you to provide this information to anyone expressing interest in this or other agricultural programs.

In order to make this information available to landowners in your municipality, we request your assistance with the following items:

- *Municipal Clerks* – Please post the enclosed public notice in a prominent location within the Town or Village Hall, and if possible, post on your municipality's web site.
- *Supervisors and Mayors* – Please read the enclosed public notice into the meeting minutes for any Town or Village Board meetings held between now and September 30 as part of the Board's record.
- Please provide a copy of the attached enrollment form to anyone who requests it.

A copy of this form can also be found on our website at [erie.gov/agenrollment](http://erie.gov/agenrollment). Should any questions arise, please contact me by phone at (716) 858-6014 or by email at [agriculture@erie.gov](mailto:agriculture@erie.gov).

Thank you for your anticipated cooperation and attention to this matter.

# **PUBLIC NOTICE**

## **30-DAY PERIOD FOR INCLUSION OF PREDOMINANTLY VIABLE AGRICULTURAL LANDS INTO EXISTING AGRICULTURAL DISTRICTS**

Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district.

Copies of the application form have been provided to Municipal Clerks, Assessors, and Chief Elected Officials for distribution to interested landowners. The application is also available on the DEP website at [www.erie.gov/agenrollment](http://www.erie.gov/agenrollment).

The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning.

A public hearing will also be scheduled at a later date to consider all inclusion requests and the recommendations of the Erie County Agricultural and Farmland Protection Board.

### **CONTACT:**

Sarah Gatti, Senior Planner  
Erie County Environment & Planning  
95 Franklin Street, 10<sup>th</sup> Floor  
Buffalo, NY 14202  
Phone: (716) 858-6014  
Fax: (716) 858-7248  
Email: [agriculture@erie.gov](mailto:agriculture@erie.gov)

## Town of Boston Supervisor

---

**From:** Aaron Reader <areader@wrightinsurance.com>  
**Sent:** Tuesday, August 24, 2021 10:17 AM  
**To:** Town of Boston Supervisor  
**Subject:** Comp Alliance Issues Member Loyalty Award

**Follow Up Flag:** Follow up  
**Flag Status:** Completed



Dear Comp Alliance Member,

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is issuing a **Member Loyalty Award** for its 2021-2022 fiscal year for the third straight year. Awards for members that renewed in June or July will be going out in the next few weeks.

The Comp Alliance Board of Trustees appreciates its members that continue to stand by the Comp Alliance and contributed to its continued success. As a result, the Comp Alliance will, for a third time, distribute a portion of its surplus to all its current members. This special monetary award reflects a recognition by the Board of Trustees of fiscal challenges faced by municipalities and provides a tangible benefit of municipal cooperation by returning funds to local governments and schools for the betterment of their communities.

**All Comp Alliance members who have agreed to continue their membership with the Comp Alliance beyond February 1, 2022 are eligible for the Loyalty Award.** Members will receive their award following the commencement of its new policy period. Award amounts are based on the individual member's longevity of membership with the Comp Alliance and its annual funding contribution.

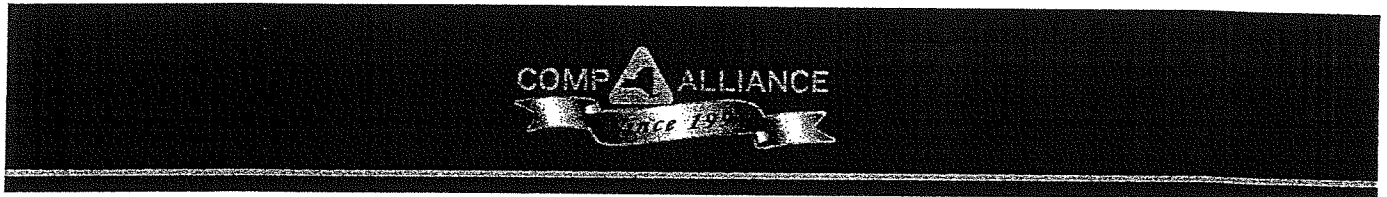
The Comp Alliance is a not-for-profit workers' compensation group self-insurance program for municipalities and school districts, with a focus on improving workplace safety and providing stable funding for its members. When the Alliance was formed in the early 1990's, municipalities in New York struggled to annually budget for unpredictable workers' compensation costs. The Comp Alliance offers its members budgetary stability and the opportunity to achieve significant savings by sharing the costs of workers' compensation



insurance. Today, the Comp Alliance has more than 315 members, \$41 million in contributions and more than \$61 million surplus to help maintain long-term financial stability.

With sponsorship and oversight by the **Association of Towns of the State of New York and the New York State Conference of Mayors**, the Comp Alliance's mission remains the same as it was 27 years ago —ensuring members are able to meet their long-term workers' compensation liabilities while maintaining stable funding contributions.

For more information on the Member Loyalty Award Program, please contact a Comp Alliance Marketing Manager or your insurance broker. Visit the Comp Alliance at [www.compalliance.org](http://www.compalliance.org) for more information, as well as on Twitter and Facebook for additional program enhancements and announcements.



[Unsubscribe](#)

This message was sent to [supervisorsoffice@townofboston.com](mailto:supervisorsoffice@townofboston.com) from [areader@wrightinsurance.com](mailto:areader@wrightinsurance.com)

Aaron Reader  
Comp Alliance  
150 State Street  
Albany, NY 12207

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

2021 AUG 27 PM 2:58

**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 Town of Boston Date 9 / 1 / 2021

Name of person responsible for facilities Event Coordinator  
Title \*Appointed annually

Applicant Address 8500 Boston State Rd.

Applicant Daytime Phone #                      # Of Attendees: >100

Date(s) Requested\* attached Time 4pm-11pm Type of Event Concert

Set Up                      Take Down                     

**Sporting Leagues — Please attach Schedule**

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

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

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

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

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

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

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

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

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

☐ Yes ☒ No  
☐ Yes ☒ No  
☒ Yes ☐ No

**PLEASE NOTE:**

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

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

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

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

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

**TOWN OF BOSTON PROPERTIES ARE SMOKE FREE**

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

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

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

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

*A. Kocay*

Upon Completion, please submit to Town Clerk

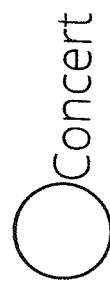
\*\*\*\*\*

FEE REC'D \_\_\_\_\_  
( date)

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

# JULY 2022

04	05	06	07	01	02	03
11	12	13	14	08	09	10
18	19	20	21	15	16	17
25	26	27	28	22	23	24
				29	30	31



Concert



Rain Date

# AUGUST 2022

01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



Concert



Rain Date

**TOWN OF BOSTON – RESOLUTION NO. 2021-49**

**PROCUREMENT OF CHAIRS AND CONFERENCE TABLE**

**WHEREAS**, the Town of Boston has chairs scattered throughout the building that are ripped, breaking, and otherwise falling into disrepair; and

**WHEREAS**, the Town Supervisor sought out ergonomic chair options through Millington Lockwood allowing the employees to test various options to find ones that would be comfortable; and

**WHEREAS**, the laminate has been peeling off the planning board room conference table for years; and

**WHEREAS**, the Town Board is looking to make the planning board room a higher functioning room for meetings utilizing the town-owned projector and installing a white board and new conference table with built-in outlets; and

**WHEREAS**, Millington Lockwood was able to provide pricing off the state bid list for all of the requested items; and

**WHEREAS**, there was money put in the 2021 budget to upgrade the conference table and chairs in the planning board room, community room, and within each department;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town will purchase the conference table and chairs as shown on the attached listing for a total cost of \$24,534.92 broken out as \$18,573.11 to be paid to SitOnIt Seating, \$4,501.10 paid to Herman Miller, Inc.; and \$1,460.71 paid to Clarus; and

**IT IS FURTHER RESOLVED**, that the Town Board authorizes a budget transfer from the Supervisor contractual account to equipment account as noted in the attached chart; and

**IT IS FURTHER RESOLVED**, that the Town Board declares the old chairs and conference table as surplus and permits the disposal of the them in compliance with the Capital Asset policy guidelines once the products listed above are received.

On September 1, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

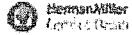
	Yes	No	Abstain	Absent
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

---

Sandra L. Quinlan, Town Clerk



**Business Interiors**



## Proposal

3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-6600  
www.millingtonlockwood.com

Quota/Order No	40105
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	1 of 5

**T** Boston Town Hall  
**O** 8500 Boston State Rd  
Boston, NY 14025

ATTN: Allison Koczur  
Phone: (716) 941-6518  
Email: supervisorsoffice@townofboston.com

**S** Boston Town Hall  
**H** 8500 Boston State Rd  
**I** Boston, NY 14025  
**P**

**T**  
**O** ATTN: Allison Koczur  
Phone: (716) 941-6518  
Email: supervisorsoffice@townofboston.com

Available Through Exemplis LLC Contract PC68328

Purchase Order Made Out To:  
D/B/A Sironit Seating, IDEON, Symmetry  
c/o Millington Lockwood Business Interiors  
6415 Katella Ave.  
Cypress, CA 90630

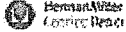
Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	3.00 Each	5623YB1.A155-MC2-FABRIC--FG1-HUNTINGTON-METEOR-Z2-S0--B0-C31-E3-LB1-- Focus, Highback, Mesh Back, Enhanced Synchro Tilt Cntrl, A155 Fully Multi-Adj Arms, Sport Edition MC2:Slate Mesh FABRIC:Fabric Grade Selections --:No Selection FG1:Fabric Grade 1 HUNTINGTON:Huntington Standard Color Selection METEOR:Huntington Meteor Z2:Silver Back Support S0:Standard Cylinder --:No Heavy Duty Upgrade B0:Std Black Base C31:Sport Carpet Casters E3:Seat Depth Adjustment Upgrade LB1:Adjustable Lumbar Support --:Std Packaging	342.71	1,028.13
2	1.00 Each	5623YB1.A92-MC1-FABRIC--FG2-CUE-EIGHTBALL-Z1-S0--B0-C31-E3-LB1-- Focus, Highback, Mesh Back, Enhanced Synchro Cntrl,	328.31	328.31

Town  
clerk

supervisor



**Business Interiors**



## Proposal

3901 Genesee Street  
Suite 800

Buffalo, NY 14225

Phone: 716-633-5600

[www.millingtonlockwood.com](http://www.millingtonlockwood.com)

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	2 of 5

		A92 Adjustable Arms MC1:Black Mesh FABRIC:Fabric Grade Selections ~:No Selection FG2:Fabric Grade 2 CUE:Cue Standard Color Selection EIGHTBALL:Cue Eight Ball Z1:Black Back Support S0:Standard Cylinder ~:No Heavy Duty Upgrade B0:Std Black Base C31:Sport Carpet Casters E3:Seat Depth Adjustment Upgrade LB1:Adjustable Lumbar Support ~:Std Packaging		
3	1.00 Each	5623YB1.A92~MC1-FABRIC~~FG3-BURST- ANTHRACITE-Z2-S0~~B0-C31-E3-LB1~ Focus, Highback, Mesh Back, Enhanced Synchro Cntrl, A92 Adjustable Arms MC1:Black Mesh FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 BURST:Burst Standard Color Selection ANTHRACITE:Burst Anthracite Z2:Silver Back Support S0:Standard Cylinder ~:No Heavy Duty Upgrade B0:Std Black Base C31:Sport Carpet Casters E3:Seat Depth Adjustment Upgrade LB1:Adjustable Lumbar Support ~:Std Packaging	340.55	340.55
4	1.00 Each	1203.BK2.MB.B.AR4~CH1-FC1-BT1-BC1-CS5-MC20-US- FG2-PAINTBRUSH-INK-KD Hexy, Highback, Mesh Back w/Adj Lumbar, Basic Mech,	176.40	176.40

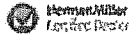
Super vision

lockwood





**Business Interiors**



## Proposal

3901 Genesee Street  
Suite 800

Buffalo, NY 14225

Phone: 716-633-5600

www.millingtonlockwood.com

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	3 of 5

Height/Adjustable Arms  
CH1:Standard Cylinder  
FC1:Black Frame  
BT1:5 Star Nylon Base  
BC1:Black Base  
CS5:Carpet Casters  
MC20:Onyx Mesh  
US:Upholstered Seat  
FG2:Fabric Grade 2  
PAINTBRUSH:Paintbrush Standard Color Selections  
INK:Paintbrush Ink  
KD:Knocked Down

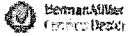
5	12.00 Each	1203.BK2.MB.F.AR4--CH1-FC1-BT1-BC1-CS6-MC20-US-FG1-DASH-FOSSIL-KD Hexy, Highback, Mesh Back w/Adj Lumbar, Standard Synchro, Height/Adjustable Arms CH1:Standard Cylinder FC1:Black Frame BT1:5 Star Nylon Base BC1:Black Base CS6:Hard Floor and Carpet Casters MC20:Onyx Mesh US:Upholstered Seat FG1:Fabric Grade 1 DASH:Dash Color Selection FOSSIL:Dash Fossil KD:Knocked Down	193.31	2,319.72
6	50.00 Each	971-SC15--FC2-G11--AC Inflex, Plastic Seat & Back, Side Chair, Glides, Armless SC15:Lagoon ~:No Selection FC2:Silver G11:Standard Multi-Surface Glide ~:No Tablet Upgrade AC:Fully Assembled in a Carton	108.36	5,418.00
7	50.00	971.A121-SC5--FC2-G11-AC	129.24	6,462.00

Planning  
Board  
Room

community  
Room



**Business Interiors**



### Proposal

3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-5600  
[www.millingtonlockwood.com](http://www.millingtonlockwood.com)

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	4 of 5

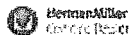
*community  
Room*

	Each	Inflex, Plastic Seat & Back, Side Chair, Glides, A121 Arm SC5:Navy ~:No Selection FC2:Silver G11:Standard Multi-Surface Glide AC:Fully Assembled in a Carton		
8	1.00 Each	Inside Delivery-- SitOnIt inside delivery 20% of sale allowable per NYS Contract :\$16,072.60 x .20 = \$3,214.52	2,500.00	2,500.00

**TOTAL:** \$18,573.11  
**EXEMPT\_SALES** \$0.00  
**GRAND TOTAL:** \$18,573.11



Business Interiors



## Proposal

3901 Genesee Street  
Suite 800

Buffalo, NY 14225

Phone: 716-633-6600

www.millingtonlockwood.com

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	5 of 5

### GENERAL TERMS & CONDITIONS

1. All goods sold hereunder are of special manufacturer, design or order, and are not subject to cancellation or return.
2. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
3. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician.* Installation includes trash removal and final walk-through/punch list sign off.
4. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

Signed \_\_\_\_\_

Company \_\_\_\_\_

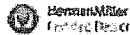
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**Business Interiors**



## Proposal

3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-6600  
www.millingtonlockwood.com

Quote/Order No	40107
Date	08/25/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	1 of 3

**T O** Boston Town Hall  
8500 Boston State Rd  
Boston, NY 14025  
  
ATTN: Allison Koczur  
Phone: (716) 941-6518  
Email: supervisoroffice@townofboston.com

**S H I P** Boston Town Hall  
8500 Boston State Rd  
Boston, NY 14025  
  
**T O** ATTN: Allison Koczur  
Phone: (716) 941-6518  
Email: supervisoroffice@townofboston.com

Available Through Herman Miller NYS Contract PC68347

Purchase Order Made Out To :  
Herman Miller, Inc.  
c/o Millington Lockwood Business Interiors  
855 East Main Ave.  
Zeeland, MI 49464

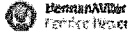
Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	DP1ACS.260168LLBRL-L3-L3-HY-HY-LBG-LBG-8Q-N-T +Headway Rectangle Shape, Cabinet-Base, Seated Ht Table,sq-edge,28.5" h,60" d,168" w,lam top/thermoplastic edge,lam dr material/thermoplastic edge,2 cut,rt cut,lft cut L3:+cutout for logic Y1425 3 port L3:+cutout for logic Y1425 3 port HY:+walnut on cherry HY:+walnut on cherry LBG:+sarum twill LBG:+sarum twill 8Q:+folkstone grey N:+no panel in bases T:+trough	2,526.60	2,526.60
2	2.00 Each	DP5B.-G1 +Tech Bucket G1:+graphite	160.80	321.60
3	1.00 Each	DP6B.A24 +Pwr Mod for Tech Bucket,4 AC simplex recptacles,24" l	171.00	171.00
4	1.00 Each	DP6B.B15 +Pwr Mod for Tech Bucket,4 AC simplex recptacles, 4 USB	325.50	325.50

training  
Board  
Room

50" x 14" d



Business Interiors



## Proposal

3901 Genesee Street  
Suite 800

Buffalo, NY 14225

Phone: 716-633-5600

[www.millingtonlockwood.com](http://www.millingtonlockwood.com)

Quota/Order No	40107
Date	08/25/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	2 of 3

		(2 Type-A, 2 Type C), 15' I		
5	2.00 Each	MI1B327PF--AJ-VPR-BB-4RM-04-8R-34 +Lino Work Chair, Susp Back-Asmbled, Std Hgt, Synchronous Tilt Lim/Ang, Fxd Arms, Fxd Seat Dpth AJ:+adjustable lumbar with sacral support VPR:+mineral base/mineral frame BB:+2 1/2" hard caster, black yoke, carpet only 4RM:+duo suspension-Pr Cat 1 04:+duo suspension jade 8R:+twist-Pr Cat 2 34:+twist jade dark	403.20	806.40
6	1.00 Each	Inside Delivery-- Herman Miller inside delivery 17% of sale allowable per NYS Contract :\$4,151.10 x .17 = \$705.69	350.00	350.00

**TOTAL:**

**\$4,501.10**

**EXEMPT SALES**

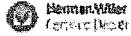
**\$0.00**

**GRAND TOTAL:**

**\$4,501.10**



Business Interiors



## Proposal

3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-5600  
www.millingtonlockwood.com

Quote/Order No	40107
Date	08/25/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	3 of 3

### GENERAL TERMS & CONDITIONS

1. All goods sold hereunder are of special manufacturer, design or order, and are not subject to cancellation or return.
2. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
3. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician.* Installation includes trash removal and final walk-through/punch list sign off.
4. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

Signed \_\_\_\_\_

Company \_\_\_\_\_

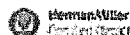
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Business Interiors



## Proposal

3901 Genesee Street  
Suite 800

Buffalo, NY 14225

Phone: 716-633-6600

www.millingtonlockwood.com

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	1 of 3

T  
O Boston Town Hall  
8500 Boston State Rd  
Boston, NY 14025

ATTN: Allison Koczur

Phone: (716) 941-6518

Email: supervisorsoffice@townofboston.com

S  
H  
I  
P Boston Town Hall  
8500 Boston State Rd  
Boston, NY 14025

T  
O

ATTN: Allison Koczur

Phone: (716) 941-6518

Email: supervisorsoffice@townofboston.com

Available through Clarus NYS Contract

Group 231000 School and Art Supplies Award 23006

Purchase Order to be made out to:

Clarus

c/o Millington Lockwood Business Interiors

8715 Harmon Road

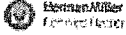
Fort Worth, TX 76177

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	Glassboard Float-Mounting Type-Standoff-Glass Height- Glass Width-Thickness-Glass Type-Magnetic-Finish- Tempered-Edgework-Graphics-Custom Fab- Glassboard Depth Mounting Type:Standoff Hardware Standoff:1" Standoff Glass Height:48" Glass Width:120" Thickness:1/4" Glass Type:Starphire Magnetic:Yes Finish:Pure White C100 Tempered:Yes Edgework:Flat Polish Graphics:No Custom Fab:No (24) 1" Standoff and (3) Set of 3 Square Magnets are included	1,400.57	1,400.57
2	1.00 Each	CLS Gray Box Tray	43.75	43.75
3	1.00		16.39	16.39

Planning  
Room



Business Interiors



## Proposal

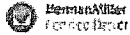
3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-5600  
[www.millingtonlockwood.com](http://www.millingtonlockwood.com)

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	2 of 3

	Each	CLS Clarus Markers + Expo Eraser		
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**TOTAL:** \$1,460.71  
**EXEMPT\_SALES** \$0.00  
**GRAND TOTAL:** \$1,460.71





## Proposal

3901 Genesee Street  
Suite 800  
Buffalo, NY 14225  
Phone: 716-633-6600  
www.millingtonlockwood.com

Quote/Order No	40108
Date	08/30/2021
Customer PO No	
Customer Account	BOSTON
Salesperson	Fred Tonico
Project Number	
Terms	NET 15 DAYS
Page	3 of 3

### GENERAL TERMS & CONDITIONS

1. All goods sold hereunder are of special manufacturer, design or order, and are not subject to cancellation or return.
2. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
3. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician.* Installation includes trash removal and final walk-through/punch list sign off.
4. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

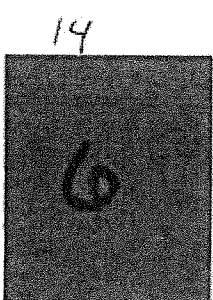
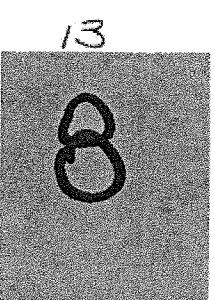
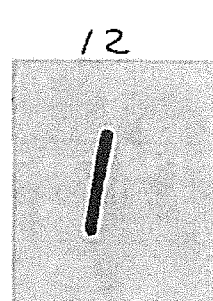
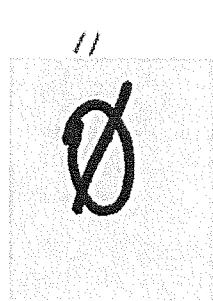
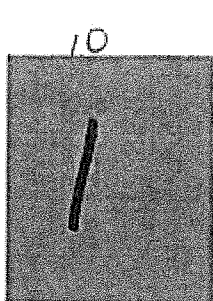
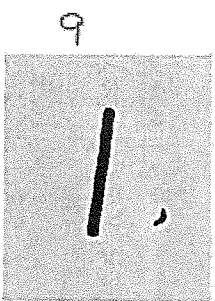
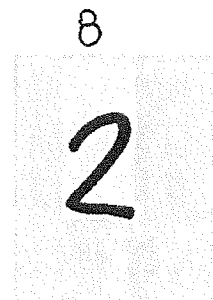
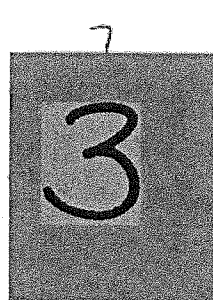
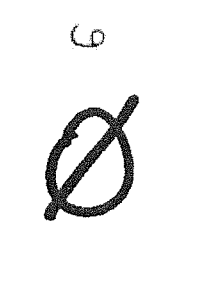
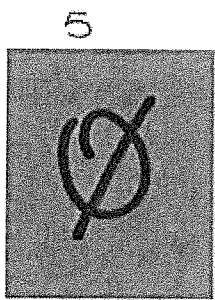
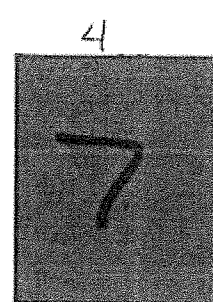
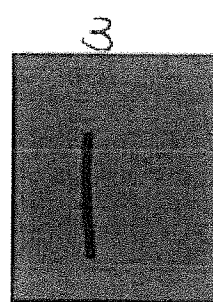
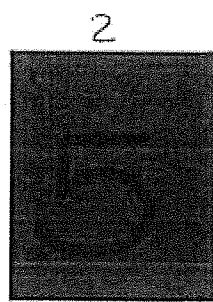
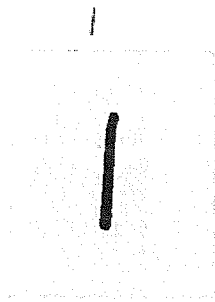
Signed \_\_\_\_\_

Company \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Inflex chair colors - August  
2021 votes

Location	Manufacturer	Item	Description	State Bid Price	QTY	Total Cost	Account	Available Funds	Budget Transfers Needed
Town Clerk	SitOnIt Seating	Focus Chair	Slate Mesh / "Meteor" Seat	\$ 342.71	3	\$ 1,028.13	A 1410.2	\$ 1,300.00	\$ -
Supervisor	SitOnIt Seating	Focus Chair	Black Mesh / "Eight Ball" Seat	\$ 328.31	1	\$ 328.31			n/a
	SitOnIt Seating	Focus Chair	Black Mesh / "Anthracite" Seat	\$ 340.55	1	\$ 340.55	A 1220.2	\$ 740.00	105.26
Bookkeeper	SitOnIt Seating	Hexy Chair	Onyx Mesh / "Paintbrush-Ink" Seat	\$ 176.40	1	\$ 176.40			Move from A-1220-0400 (Available balance of \$4,380)
Planning Board Room	SitOnIt Seating	Hexy Chair	Onyx Mesh / "Fossil" Seat	\$ 193.31	12	\$ 2,319.72			
Community Room	SitOnIt Seating	Inflex Chair	Without Arms (Lagoon)	\$ 108.36	50	\$ 5,418.00			
	SitOnIt Seating	Inflex Chair	With Arms (Navy)	\$ 129.24	50	\$ 6,462.00	A 1620.2	\$ 50,000.00	-
Buildings			Delivery Charge		1	\$ 2,500.00			n/a
Total Cost from SitOnIt:						\$ 18,573.11			

Assessor	Herman Miller, Inc.	Lino Work Chair	Mineral Base with Jade	\$ 403.20	2	\$ 806.40	A 1355.2	\$ 1,000.00	\$ -	n/a
			14' Rectangular Table	\$ 2,526.60	1	\$ 2,526.60				
Planning Board Room	Herman Miller, Inc.	Conference Table	Add-Tech Bucket	\$ 160.80	2	\$ 321.60				
			Add-Power Module w/4 recptacles	\$ 171.00	1	\$ 171.00	A 1620.2	\$ 33,300.28	\$ -	n/a
Buildings			Add-Power Module with 4 USB	\$ 325.50	1	\$ 325.50				
			Delivery Charge		1	\$ 350				
Total Cost from Herman Miller, Inc.:						\$ 4,501.10				

Planning Board Room	Clarus	White Board	4' x 10' Marker Board - mounted	\$ 1,400.57	1	\$ 1,400.57				
			Add - Marker Tray	\$ 43.75	1	\$ 43.75	A 1620.2	\$ 29,605.58	\$ -	n/a
			Add - Markers & Eraser	\$ 16.39	1	\$ 16.39				
Total Cost from Clarus:						\$ 1,460.71				
Total Project Cost:						\$ 24,534.92				

**DRAFT**

**TOWN OF BOSTON – RESOLUTION NO. 2021-50**

**FINANCIAL ADVISORY PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, the Town of Boston is considering undertaking capital projects for which bonds, bond anticipation notes, or other financing may be required; and

**WHEREAS**, in order to proceed with debt issuances and to do so on the terms most financially advantageous to the Town, the Town will benefit from retaining an experienced municipal financial advisor to provide strategic advice, preparation of necessary financing documents, and other related professional services; and

**WHEREAS**, Capital Markets Advisors, LLC, has presented a proposal dated August 25, 2021 to provide services for fixed fees for each service required and for a term of three years;

**NOW THEREFORE BE IT**

**RESOLVED**, that on behalf of the Town of Boston, the Town Supervisor hereby is authorized to enter into a financial advisory services agreement with Capital Markets Advisors, LLC, on the terms set forth in that firm's August 25, 2021 proposal.

On September 1, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

---

**Sandra L. Quinlan, Town Clerk**



Capital Markets Advisors, LLC  
*Independent Financial Advisors*  
4211 North Buffalo Street, Suite 19  
Orchard Park, NY 14127

## **FINANCIAL ADVISORY SERVICES AGREEMENT**

This Financial Advisory Services Agreement has been entered into this 25th day of August, **2021** by and between the **Town of Boston, Erie County, NY** ("Client" or "Town") and **Capital Markets Advisors, LLC** ("Advisor" or "CMA") a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308 Great Neck, New York 11021 with additional offices in Elmira, and 4211 North Buffalo Street, Suite 19, Orchard Park, New York 14127.

Capital Markets Advisors, LLC is a registered municipal advisor by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

### **Section 1 Financial Advisory Services**

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by Client during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the Client in planning, structuring and otherwise completing each Issue to be undertaken by the Client.
- 1.02 Prepare a plan of financing which will include CMA's analysis and recommendations to the Client regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the Client and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Client, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.
- 1.04 Upon the request of the Client, CMA will assist the Client in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the Client to efficiently manage each Issue to meet Client's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.



Capital Markets Advisors, LLC  
*Independent Financial Advisors*  
4211 North Buffalo Street, Suite 19  
Orchard Park, NY 14127

- 1.07 Assist the Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Prepare final debt service schedules.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

**Section 2 Compensation**

- 2.01 For CMA's performance of services on behalf of the Client as described in sections 1.01 through 1.09 hereof, CMA's compensation will be as follows:

For **General Obligation Serial Bond issues with an Official Statement**: a base fee of \$7,500 plus \$0.75 per each \$1,000 of the par amount of bonds issued.

For **Refunding Serial Bond issues sold via Negotiated or Competitive Sale with an Official Statement**: fee is subject to negotiation between the Town and CMA based upon par amount and complexity of the transaction.

For **Serial or Statutory Installment Bonds less than \$1,000,000 using a Term Sheet** (no Official Statement): \$2,500.

For **Bond, Tax and Revenue Anticipation Note issues with an Official Statement**: a base fee of \$4,500 plus \$.45 per each \$1,000 of the par amount of notes issued.

For **Bond, Tax and Revenue Anticipation Note issues less than \$1,000,000 using a Term Sheet** (no Official Statement): \$2,500.

**Continuing Secondary Market Disclosure**: CMA will charge a flat fee of \$2,500 for Continuing Disclosure inclusive of all required Material Event Notice filings.

**All other work** for services rendered to the Client at the Client's request but unrelated to a specific bond or note issue, at the blended hourly rate of \$175.

**Out of Pocket Expenses**: Out-of-pocket expenses billed to the Client at our direct cost might include photocopying, printing of presentation materials, overnight delivery charges, an internet distribution fee, and mileage reimbursable at current IRS rates.

**Section 3 Term of Agreement**

The term of this Agreement shall be for three (3) years and renewable thereafter.



Capital Markets Advisors, LLC  
*Independent Financial Advisors*  
4211 North Buffalo Street, Suite 19  
Orchard Park, NY 14127

**Section 4 Disclosure**

CMA does not assume the responsibilities of the Client, nor the responsibilities of the other professionals and vendors representing the Client, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Client. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the CMA, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

**Section 5 Required Regulatory Disclosure**

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov); and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

**MSRB Rule G-42 Disclosure Duties of Non-Solicitor Municipal Advisors**

Capital Markets Advisors, LLC ("CMA") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.



**Capital Markets Advisors, LLC**  
*Independent Financial Advisors*  
4211 North Buffalo Street, Suite 19  
Orchard Park, NY 14127

- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

**Information Regarding Legal Events and Disciplinary History Disclosure:**

MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- Neither CMA nor any of its Associated Persons are currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).
- CMA has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the U.S. Securities and Exchange Commission.

**Future Supplemental Disclosures:**

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.





Capital Markets Advisors, LLC  
*Independent Financial Advisors*  
4211 North Buffalo Street, Suite 19  
Orchard Park, NY 14127

**Section 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

**Section 7 Independent Contractor**

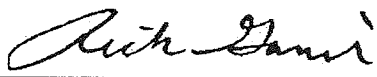
CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as Client employees to any third party, nor shall they make any claim to the Client, or to any other person or entity, for benefits or privileges granted to Client employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the Client shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

**Section 8 Modification**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC  
FEDERAL TAX I.D.: 02-0582108

TOWN OF BOSTON, NEW YORK

By: 

Rick Ganci  
Executive Vice President

By: \_\_\_\_\_

Name: Jason Keding  
Title: Supervisor

**TOWN OF BOSTON – RESOLUTION NO. 2021-51**

**REQUESTING TRAFFIC STUDY FOR FOUR-WAY STOP SIGNAGE  
TO ADDRESS TRAFFIC SAFETY CONCERNS AT INTERSECTION OF  
FEDDICK AND ZIMMERMAN ROADS**

**WHEREAS**, the Town Board of the Town of Boston has received multiple complaints of traffic concerns at the intersection of Feddick and Zimmerman Roads, and is aware of a recent motor vehicle accident at that location; and

**WHEREAS**, the Town Board believes that one option to increase traffic safety at that location would be to install four-way stop signage; and

**WHEREAS**, a traffic study is required prior to installation of a four-way stop; and

**WHEREAS**, both Feddick and Zimmerman are County roads, so such a study must be performed by the Erie County Department of Public Works;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby requests that the Erie County Department of Public Works conduct a traffic study to determine if installation of four-way stop signage would be appropriate at the intersection of Feddick and Zimmerman Roads; and

**IT IS FURTHER RESOLVED**, that if four-way stop signage is approved, that the Town of Boston requests that the County of Erie furnish and install appropriate signage; and

**IT IS FURTHER RESOLVED**, that the Town Clerk shall transmit this resolution and any other required documentation to the County Superintendent of Highways.

On September 1, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON – RESOLUTION NO. 2021-52**

**EASEMENT AGREEMENT FOR INGRESS AND EGRESS  
AT 5451 CREEKSIDE COURT**

**WHEREAS**, Boston Orange LLC, the owner of SBL 211.09-1-19, known as 5451 Creekside Court, has requested that the Town of Boston grant an easement for ingress and egress to the property, as the actual existing driveway for that property is on the Town's property at SBL 211.09-1-16.1 and outside the area of an existing easement that the Town granted 1989; and

**WHEREAS**, granting the easement will not interfere with any Town purpose, will be consistent with the actual existence of the driveway, will help to preserve the value of the improvements at 5451 Creekside Court which benefit Town property taxes, and will facilitate the transfer of the property in the future; and

**WHEREAS**, a copy of the proposed easement is attached hereto and incorporated herein; and

**WHEREAS**, under the terms of the proposed easement the Town as grantor retains its rights to travel over the easement and the property owner as grantee shall be responsible for the costs and liabilities associated with maintaining the portion of the driveway existing on Town property; and

**WHEREAS**, the Town Board, as lead agency, has given due consideration to the impact that the easement described herein may have on the environment and has determined that granting the easement, which involves no change in the type or scope of the existing driveway arrangement, is a Type II action and requires no further review pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5; and

**WHEREAS**, this Resolution shall be subject to a permissive referendum pursuant to Town Law Section 64(2);

**NOW THEREFORE BE IT**

**RESOLVED**, subject to a permissive referendum, the Town Board of the Town of Boston hereby authorizes the Town Supervisor to execute on behalf of the Town the attached Easement Agreement for ingress and egress at 5451 Creekside Court, and to execute any other or further documents as may be required to evidence or record that easement.

On September 1, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]

Councilmember Martin	[	]	[	]	[	]	[	]
Councilmember Selby	[	]	[	]	[	]	[	]
Supervisor Keding	[	]	[	]	[	]	[	]

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**Sandra L. Quinlan, Town Clerk**

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT.** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Boston. ("**Grantor**"), whose address is 8500 Boston State Road, Boston, New York, and BOSTON ORANGE, LLC, a New York limited liability company whose address is 6290 Creekbend Court, Clarence Center, New York 14032, and their successor and assigns, (collectively "**Grantee**"), (with Grantor and Grantee sometimes herein also referred to collectively as the "**Parties**").

**WHEREAS**, the Parties entered into that certain Easement dated April 19, 1989 and recorded in Liber 10017, Page 7 of Deeds on May 3, 1989 (the "**Existing Easement**"), by which Grantor granted unto the Grantee a perpetual exclusive easement to be used in common with the Grantor for allowing ingress and egress on property owned by the Grantor on Creekside Court, Boston, New York, known as Sublot 90, now being Tax Parcel No. 211.09-1-16.1, being approximately  $\pm$  3.4801 acres, (the "**Grantor Property**");

**WHEREAS**, Grantee is the current owner of an approximate  $\pm$  .6196 acre portion of Sublot 91, known as 5451 Creekside Court, Boston, New York, Tax Parcel No. 211.09-1-19, which is adjacent to the Grantor Property (the "**Grantee Property**"); and

**WHEREAS**, Grantee has requested an easement from Grantor for ingress, egress and regress to, from, under and over the Grantor Property for the benefit of the Grantee, its successors and assigns, together with its servants, employees, contractors, guests, licensees and agents, with all the necessary tools and equipment for all lawful purposes incidental to the maintenance, repair, replacement, access, and use of the gravel drive located on the Grantee Property, extending onto the Grantor Property, and connecting with the Existing Easement; and

**WHEREAS**, Grantor has agreed to grant unto Grantee an access easement over, on, upon, and across the Property, as described in Schedule A attached hereto and as approximately depicted on map attached hereto as Schedule B (the "**Easement Area**").

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and limitations hereinafter set out, Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and/or assigns together with its servants, employees, contractors, guests, licensees and agents, a perpetual non-exclusive easement over, on, upon, and across the Easement Area in accordance with the terms contained herein (the "**Easement**").

## TERMS, COVENANTS AND CONDITIONS

It is understood and agreed by and between the parties hereto that the Easement granted herein is and will continue to be subject to the following terms, covenants and conditions:

1. Easement. The parties acknowledge and agree that this Easement is a burden on the Grantor Property, running with the land and is benefit to Grantee and the Grantee Property running with the land.

2. Purpose. It is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the Grantor Property across the Easement Area to and from the Grantee Property for all lawful purposes incidental to the maintenance, repair, replacement, access, and

use thereof ("Permitted Purpose").

3. Gates and Barriers. Grantor shall not construct or place gates or other barriers limiting access to the Easement Area without the express written consent of Grantee. Keys and combinations for any locks on any such gates or barriers shall be exchanged between the Parties. No gate or other barriers shall interfere with Grantee's Permitted Purpose.

4. Maintenance and Improvement. Grantee shall be responsible for the costs or liabilities related to the operation, upkeep, or maintenance of the driveway on the Grantor Property, Grantee Property, and Easement Area.

5. Damages. In the event one of the Parties, in exercising the rights herein granted, damages the adjoining or surrounding property of the other Party, including without limitation the destruction of or injury to soil, gates, structures, fences or other improvements, the damaging Party shall immediately notify the other Party of any such injury or damage and shall promptly compensate the damaged Party for any such damage, including, but not limited to, the reasonable cost incurred by the damaged Party to repair such damage. Unless a longer period of time is approved in writing by the damaged Party, the damaging Party shall have thirty (30) days from and after receipt of written notice of such damage from the damaged Party or delivery of written notice to the damaged Party within which to cure the damage. Thereafter the uncured damages shall become an Event of Default hereunder.

6. Exercise of Rights. Grantee may allow Grantee's employees, agents, contractors, licensees, lessees and invited guests, hereinafter referred to as "**Permittees**", to exercise the rights granted herein.

7. Liens. Grantee shall keep the Grantor Property free from any liens arising out of the rights granted by this Easement or Grantee's activities related thereto and shall promptly discharge any such liens so asserted.

8. Taxes. Grantor shall pay all taxes and/or assessments on Grantor's Property. Grantee shall pay all taxes and/or assessments on Grantee's Property.

9. Governing Law. This Easement shall be interpreted, construed and enforced according to the laws of the State of New York.

10. Default by Grantee. Failure of a Party to abide by or observe any term, covenant or condition in this Easement shall constitute a default. Should a Party default hereunder, unless a longer period of time is approved in writing by the non-defaulting Party, the defaulting Party shall have thirty (30) days from and after receipt of written notice of such default from the non-defaulting Party within which to commence a cure of the default.

11. Term. This grant shall remain in full force and effect until terminated by the parties hereto in writing. Upon any termination hereof, Grantee shall, upon the request of Grantor, execute and furnish Grantor, at Grantor's sole expense, with a recordable written release evidencing a termination of Grantee's rights hereunder.

12. Notices. All notices and/or payments necessary to be given under the terms of this Easement shall be directed to above parties at addresses listed or updated addresses as from time to

time given. Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever the parties give or serve any notices, demands, requests or other communications with respect to this Easement, each such notice, demand, request or other communication shall be in writing and shall be delivered personally, mailed by certified or registered mail or sent by a nationally recognized courier service such as Federal Express and properly addressed in accordance with this section and shall be deemed given upon receipt of or refusal to accept same. Any party may change its address and/or contact person for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change.

13. Title. Grantor warrants that Grantor has requisite title to the Grantor Property and has the required authority to grant, execute and deliver this Easement to Grantee and that Grantee shall have peaceable enjoyment of the Easement Area. This grant is made subject to any and all liens, restrictions, grants, easements, rights of way and oil and gas leases and/or servitudes of whatever kind or nature which may be presently of record or visible by a physical inspection of the property. Grantee acknowledges that it has inspected the Property or caused the same to be inspected and accepts the Property in its present condition, as is, where is, with any and all defects.

14. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. For the purpose of easement, all references to Grantor and Grantee shall include their respective successors and assigns.

15. No Partnership. Nothing contained in this Easement shall be construed to make the parties hereto partners or joint venturers or render either of the parties liable for the debts or obligations of the other.

16. Amendments. This Easement may be amended or modified only by a written agreement executed, acknowledged and recorded by the parties to this Easement, or their respective successors and assigns.

17. Compliance With Law: The Parties agrees to comply with all existing and future federal, state, county and local laws, rules, regulations and governmental orders, as now written and as may be hereafter amended and enacted, which are applicable to the Easement Area, this Easement, the Grantor or Grantee Property respectively for who owns to title to each, the activities described herein, including without limitation, those pertaining to safety and the environment. Grantee agrees to comply with all existing and future federal, state, county and local laws, rules, regulations and governmental orders, as now written and as may be hereafter amended and enacted, which are applicable to the Generator Area and the activities described herein, including without limitation, those pertaining to safety and the environment.

[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the respective dates shown below, to be effective upon the date first above mentioned.

WITNESS the signature of Grantor:  
TOWN OF BOSTON

WITNESS the signature of Grantee:  
BOSTON ORANGE. LLC

By: \_\_\_\_\_  
Jason Keding, Town Supervisor

By: \_\_\_\_\_  
Paul W. LoVullo, Manager

STATE OF NEW YORK                    )  
COUNTY OF ERIE                    ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared Jason Keding, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
COUNTY OF ERIE                    ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, personally appeared Paul W. LoVullo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## **SCHEDULE A**

### **Legal Description of Easement Area**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Boston, County of Erie and State of New York, being part of Lot No. 30, Township 8, Range 7 of the Holland Land Company's Survey, and further distinguished as part of Subdivision Lot 90 as shown on a map filed in the Erie County Clerk's Office under Cover 1982, bounded and described as follows:

COMMENCING at the southeast corner of Subdivision Lot 90, also being the westerly line of Creekside Court; thence northwesterly along the southwest line of Subdivision Lot 90 and the southwest line of an easement granted by the Town of Boston in a deed recorded in the Erie County Clerk's Office in Liber 10017 of Deeds at page 7 a distance of 49.15 feet to an angle point in the southwest line of Subdivision Lot 90; thence continuing northwesterly along the extension of the southwest line of Subdivision Lot 90 and said easement a distance of 17.62 feet to the point of beginning; thence continuing northwesterly along the extension of the southwest line of Subdivision Lot 90 and said easement a distance of 30.00 feet; thence southwesterly at right angles a distance of 54.29 feet to a point on the southeast line of Subdivision Lot 90; thence northeasterly along the southeast line of Subdivision Lot 90 a distance of 30.00 feet; thence northerly a distance of 33.34 feet to the point of beginning.

**SCHEDULE B**

**Map of Easement Area**

