



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

January 3, 2022

Honorable Jason A. Keding
Supervisor, Town of Boston
8500 Boston State Road
Boston, NY 14025

Dear Supervisor Keding:

I am pleased to inform you that the following project submitted by the Town of Boston for funding assistance through the Erie County Consortium Community Development Block Grant Program has been approved for the noted dollar amount.

Construction of North Boston Town Park Restroom and Pavilion \$100,000

The project is included in our 2022 draft Annual Action Plan scheduled for a 30-day public review period beginning January 10, 2022.

Congratulations on a fine application. The Consortium's Project Selection Committee received twenty-six (26) proposals. Unfortunately, the available funds limited the number of approved applications to eleven (11). This reflects the very competitive nature and great interest in the Block Grant Program throughout the County.

Once again, congratulations and please contact Erie County Department of Environment and Planning Principal Contract Monitor Paul D'Orlando at 858-2194 should you have any questions.

Very truly yours,

A handwritten signature in black ink, reading "Mark C. Poloncarz".

Mark C. Poloncarz, Esq.
Erie County Executive

MCP:PJD/mw
Cc: Paul J. D'Orlando

2022 CD Project Approval Letters

Town of Boston Bookkeeper

From: Jason Keding <supervisorkeding@gmail.com>
Sent: Monday, January 10, 2022 4:07 PM
To: Town of Boston Bookkeeper; Town of Boston Supervisor
Cc: Sandra Quinlan
Subject: Fwd: 2022 Annual Meeting changed from in-person to virtual
Attachments: 2022 Annual Meeting Registration Forms - Virtual.pdf

----- Forwarded message -----

From: _____
Date: Mon, Jan 10, 2022 at 3:54 PM
Subject: 2022 Annual Meeting changed from in-person to virtual
To:

Good afternoon,

I'm writing to let you know about some important developments regarding our 2022 Annual Meeting & Training School. Given the current surge in COVID-19 infection and hospitalization rates due to the omicron variant, the Association of Towns' executive leadership and staff have made the difficult but necessary decision to switch from an in-person event to an all-virtual event. Some important notes about what this means for you.

- **Same dates – Our event will still be held Feb. 20 – 23, 2022.**
- **More programming – We have expanded our Zoom capabilities and will be able to offer 25 percent more classes at this year's event.**
- **Affordable Rates - Registration rates will remain the same for last year's virtual event - \$100.**
- **Special Rates for New Officials - We will offer a Newly Elected Training School Attendee rate of \$50. (To be eligible, you must have registered and attended our 2022 Newly Elected School held last week.)**
- **Already registered for the in-person event? Sit tight, we have your information and we will give you a call to inquire how you'd like to proceed. If refunds need to be issued, we will issue them.**
- **All registration will be done online and is open now at www.nytowns.org. (PSSSST. Keep note of the email address you use to register with us – that will be your email for the event app!)**
- **All attendees will have access to an electronic (PDF) program and exhibitor guide.**

The Annual Meeting in New York City is a special event. However, we believe holding an event that imperils the health and well-being of our members would tarnish the reputation of our Association and conference, particularly when a suitable alternative exists. Thank you for your continued dedication to public service and local government, and we hope you will join us for our virtual event.

Bonnie Becker

Director of Office Operations

Association of Towns of the State of New York

150 State St

Albany, NY 12207

www.nytowns.org

We are on Facebook: <https://www.facebook.com/nytowns/> and Twitter: <https://twitter.com/nytowns>

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Jason A. Keding, C.T.O.

**Town of Boston Supervisor
8500 Boston State Road
Boston, New York 14025**

Leadership Buffalo, 2020

supervisorsoffice@townofboston.com
supervisorkeding@gmail.com

Ph: 716-941-6518
Fax: 716-941-9264

www.townofboston.com/

CONFIDENTIALITY NOTICE: This e-mail and its attachments (collectively referred to as "e-mail") may contain confidential information that is privileged and protected from disclosure by Federal and State confidentiality laws, rules or regulations. This e-mail is intended for the designated addressee only. If you are not the designated addressee, you are notified that any disclosure, copying or distribution of this e-mail may be unlawful and may subject you to legal consequences. If you have received this e-mail in error, please contact me immediately by telephone at (716) 941-6518 and delete the e-mail from your computer immediately. Thank you for your attention.

TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

DECEMBER, 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>4</u>	DECALS	<u>31.92</u>
<u>2</u>	MARRIAGE LICENSES NO. 21016 TO 21017	<u>35.00</u>
<u>10</u>	PHOTOCOPIES	<u>2.50</u>
<u>26</u>	DEATH CERTIFICATES	<u>260.00</u>
<u>1</u>	MARRIAGE CERTIFICATES	<u>10.00</u>
<u>12</u>	FAXES	<u>3.00</u>

TOTAL TOWN CLERK FEES

342.42

A2544

<u>35</u>	DOG LICENSES	<u>263.00</u>
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TOTAL A2544

263.00

A2555

<u>2</u>	CERTIFICATE OF OCCUPANCY	<u>50.00</u>
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TOTAL A2555

50.00

SR2130

<u>2</u>	REFUSE & GARBAGE	<u>18.00</u>
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TOTAL SR2130

18.00

TOWN CLERK'S MONTHLY REPORT

DECEMBER, 2021

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DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	655.42
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	18.00
PAID TO NYSDEC FOR DECALS	2,620.08
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	41.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	45.00
TOTAL DISBURSEMENTS	3,379.50

JANUARY 3, 2022


JASON KEDING JAN 6th 2022, SUPERVISOR

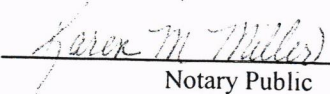
STATE OF NEW YORK, COUNTY OF ERIE, TOWN OF BOSTON

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

Subscribed and sworn to before me this


Town Clerk

5th day of January 2022


Notary Public

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01M16385215
Qualified in Erie County
Commission Expires 12-31-2022

01/05/2022
15:35:32

TOWN OF BOSTON

TOWN CLERK'S 2021 ANNUAL REPORT

RECEIPTS

110	PHOTOCOPIES	27.50
232	DEATH CERTIFICATES	2,320.00
15	MARRIAGE CERTIFICATES	150.00
17	MARRIAGE LICENSES	680.00
	DECALS	16,577.00
227	FAXES	56.75
3	DISPOSITION OF DOG	75.00
10	USE OF FACILITY FEES	750.00
12	VARIANCE	1,800.00
1	GAMES OF CHANCE LICENSES	25.00
1	GAMES OF CHANCE PROCEEDS	284.64
3	REFUSE LICENSE	300.00
100	BUILDING PERMITS	25,007.00
13	CERTIFICATE OF OCCUPANCY	325.00
1	SPECIAL PERMIT	25.00
2	SIGN PERMITS	200.00
2	MOBILE HOME PARK LICENSE	2,055.00
3	MISCELLANEOUS REVENUE	75.00
12	REFUSE & GARBAGE	1,486.60
671	DOG LICENSES	5,905.00

TOTAL RECEIPTS:

\$58,124.49

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	39,584.14
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	1,486.60
PAID TO NYSDEC FOR DECALS	15,835.25
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	821.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	382.50
PAID TO STATE COMPTROLLER FOR GAMES OF CHANCE LICENSES	15.00

TOTAL DISBURSEMENTS:

\$58,124.49



SANDRA QUINLAN, TOWN CLERK

JANUARY 5, 2022

TOWN OF BOSTON – RESOLUTION NO. 2022-08

ATTORNEY FOR THE TOWN

WHEREAS, the Town of Boston previously abolished the salaried office of Town Attorney to save the costs associated with a Town employee and to secure efficient, responsive, competent professional legal services from a contract Attorney for the Town pursuant to Town Law § 20(2)(b); and

WHEREAS, Sean W. Costello, Esq., his affiliated law firm, Rupp Baase Pfalzgraf Cunningham LLC, and Joseph T. Burns, Esq., have served competently as Attorney for the Town since January 2018 pursuant to the terms of a retainer agreement dated January 3, 2018; and

WHEREAS, by way of a letter proposal dated January 12, 2022, Sean W. Costello and Rupp Baase Pfalzgraf Cunningham LLC have offered an extension of the retainer agreement to serve as Attorney for the Town on the same terms, with no increase in fees or rates, through December 31, 2023;

NOW THEREFORE BE IT

RESOLVED, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to extend the Town's contract with Sean W. Costello, Esq., and Rupp Baase Pfalzgraf Cunningham LLC through December 31, 2023 by executing the January 12, 2022 proposal, and

IT IS FURTHER RESOLVED, that Sean W. Costello shall be the duly-designated attorney for the Town of Boston for the duration of said contract, and shall, in addition to any other contractually specified duties, perform those specific tasks and duties as are required of the Town Attorney pursuant to the Town of Boston Code.

On January 19, 2022, 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



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM LLC**
ATTORNEYS

1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 • www.ruppbaase.com

SEAN W. COSTELLO

January 12, 2022

Town Board
Town of Boston
8500 Boston State Road
Boston, New York 14025

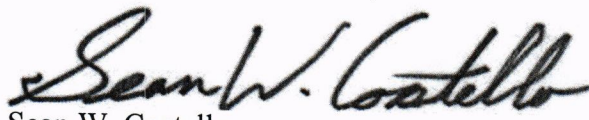
Dear Town Board:

Re: Attorney for the Town – Extension of Retainer Agreement

It has been a great honor to serve the Board as Attorney for the Town since January 2018 with no increases in rates or fees. To continue our productive, cost-effective, and efficient relationship, we propose a further extension of our contractual relationship through December 31, 2023, on the same terms originally set forth in our January 3, 2018 engagement letter, with Joseph T. Burns, Esq., continuing to provide certain legal support services as set forth in the January 3, 2018 engagement letter. There will be no increase in the flat fee or the discounted hourly rates we have offered to the Town. As has been the case, the Town will incur no fringe benefit, payroll tax, or retirement system expenses.

I look forward to continuing to provide competent, responsive, and reliable legal services to the Town, and already have signed this agreement on behalf of myself individually and on behalf of Rupp Baase. If the Town authorizes Supervisor Keding to sign this extension agreement, a binding and enforceable agreement will exist between the Town, Rupp Baase, and me.

Sincerely,


Sean W. Costello

**APPROVED OF, ACCEPTED, AND AGREED TO:
TOWN OF BOSTON**

By: _____
Jason A. Keding, Supervisor

Date: _____



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM** LLC
ATTORNEYS

1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 • www.ruppbaase.com

SEAN W. COSTELLO

December 15, 2019

Town Board
Town of Boston
8500 Boston State Road
Boston, New York 14025

Dear Town Board:

Re: Attorney for the Town – Extension of Retainer Agreement

It has been a great honor to serve the Board as Attorney for the Town during 2018 and 2019. The Town truly is a unique and wonderful place, and I have had the pleasure to get to know it and many of its engaged citizens. Working together, undertaking difficult tasks, and treating all with dignity and respect, we have accomplished much. In addition to day-to-day legal support, there remain many things to accomplish. Recognizing the Town's tight budget constraints, I propose to continue our contractual relationship for a term from January 1, 2020 to December 31, 2021 on the same terms as set forth in our January 3, 2018 engagement letter. No increase in the flat fee or hourly rates whatsoever is requested. Rupp Baase Pfalzgraf Cunningham LLC will continue to honor the discounted hourly rates set forth in the engagement letter. As has been the case, the Town will incur no fringe benefit, payroll tax, or retirement system expenses.

I look forward to continuing to provide competent, responsive, and reliable legal services to the Town, and already have signed this agreement on behalf of myself individually and on behalf of Rupp Baase. If the Town authorizes Supervisor Keding to sign this extension agreement, a binding and enforceable agreement will exist between the Town, Rupp Baase, and me.

Sincerely,


Sean W. Costello

**APPROVED OF, ACCEPTED, AND AGREED TO:
TOWN OF BOSTON**

By: 
Jason A. Keding, Supervisor

Date: JAN 2, 2020

Rochester | Albany | Williamsville | Jamestown

ruppbaase.com



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM LLC**
ATTORNEYS

1600 Liberty Building, 424 Main Street, Buffalo, NY 14202
716.854.3400 • ruppbaase.com

SEAN W. COSTELLO

January 3, 2018

VIA ELECTRONIC MAIL ONLY

Supervisor Jason A. Keding
Town of Boston
8500 Boston State Road
Boston, New York 14025

Dear Mr. Keding:

Re: Attorney for the Town Proposal

Thank you for your inquiry regarding the responsive, cost-effective legal services that Rupp Baase Pfalzgraf Cunningham LLC ("Rupp Baase") provides to municipal clients. I am honored to submit this proposal for me to provide legal services as contract Attorney for the Town of Boston and for Rupp Baase to provide legal services to the Town. As discussed below, this agreement also includes services to be rendered by Joseph T. Burns, Esq., who is not associated with Rupp Baase but has deep knowledge and extensive experience in certain areas of municipal law.

You already are familiar with some of the qualifications that Joe and I possess. Please also know that Rupp Baase, the law firm with which I am affiliated, has experience and a commitment to excellence in representing municipal clients. We have more than 45 attorneys and offices in Buffalo, Williamsville, Ellicottville, Jamestown, and Rochester. Our Firm motto is *Innovation in Practice*®, and we pride ourselves on implementing creative and cost-effective strategies to guide our clients through legal issues.

The following sets forth the terms that we propose, and which you may accept on behalf of the Town if so authorized by resolution:

1. Scope, Services, and Flat Fee.

For a flat fee of \$27,000 per year, billed monthly, I will provide specified legal services to the Town. These legal services will include attending meetings of the Town Board (regular and work session), assistance with drafting resolutions and local laws (including necessary legal research), providing legal advice on labor and procurement issues, and being available for telephone consultation. As the duly designated Attorney for the Town I shall, in addition to my other contractually specified duties, perform those specific tasks and duties as are required of the "Town Attorney" pursuant to the Town of Boston Code. The Town agrees to refer all legal matters to me and my law firm on the terms described below whether or not the

Innovation in Practice

Rochester | Williamsville | Ellicottville | Jamestown

Jason A. Keding, Town of Boston

January 3, 2018

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matter falls within the scope of the flat fee, except where a conflict exists or there is a need to assign matters to another firm, which will be done only with Town approval.

It is understood that the flat fee is not a salary, and will be paid for the professional services specifically described herein. This contractual relationship will be pursuant to Town Law § 20(2)(b), and as contract Attorney for the Town I will not be a Town officer or employee. As contract Attorney for the Town, I will not be entitled to claim any benefits typically afforded to Town officers and employees, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

I will divide the \$27,000 annual flat fee with Joseph T. Burns, Esq. Mr. Burns is not associated with Rupp Baase, but will work with me and be responsible for providing legal counsel on matters related to the Freedom of Information Law, Board Governance, and Board Ethics, with such counsel also being included as part of the specified legal services included in the flat fee. It is anticipated that Mr. Burns will be responsible for performing approximately 1/6 of the services covered by the \$27,000 flat fee, and he will receive 1/6 of the \$27,000 fee. The flat fee covers only the services listed above and does not include conducting or participating in actual or potential litigation on behalf of the Town (including administrative proceedings), environmental law, counsel on public projects or procurements valued over \$500,000, or certain labor and employment matters (like negotiation of collective bargaining agreements). Services performed by me or other Rupp Baase attorneys that are not covered by the \$27,000 annual flat fee will be provided at discounted hourly rates of \$130 to \$175 for associates and \$195 to \$250 for partners. We further agree to a special blended hourly rate (for partners and associates) of \$150 for attending and other work connected with Zoning Board of Appeal and Planning Board meetings and hearings. We will attend these meetings only as requested.

As part of the consideration for this agreement and the discounted rates offered herein by Rupp Baase, the Town specifically agrees that it will demand that any claims during the term of this agreement that are defended by its liability or other insurance carriers be assigned to Rupp Baase (which already is panel counsel for many insurance carriers). The Town further agrees that it will require any future renewal insurance policies to include a designation of counsel provision or similar clause that provides that the insurance carrier will assign the defense of any claim against the Town to Rupp Baase.

2. **Client.** It is understood that my client is the Town as a body, and that a majority vote of the Town Board is required for certain actions. I will take general direction and accept assignments from the Town through its Supervisor. It is understood that I will work with, but not under the direction of, other Town professional staff. I will exercise professional

Jason A. Keding, Town of Boston

January 3, 2018

Page 3

discretion in the conduct of legal affairs on behalf of the Town, and the Town recognizes that I am bound to act in accordance with professional ethics.

3. Term. The initial term of my engagement as Attorney for the Town and for Rupp Baase's services described herein shall be for a period commencing in January 2018 and ending December 31, 2020 unless terminated earlier as provided for elsewhere in this Agreement. Upon its expiration on December 31, 2020, this Agreement shall automatically renew for a term of two years, unless either party notifies the other in writing by mail posted no later than 60 days before the expiration date, addressed to the other party's address indicated in this letter or to the party's other designated address, of its intent not to renew this contract upon its expiration. This Agreement shall continue to renew thereafter for consecutive terms of two years until such notice is provided.

4. Termination of Engagement. During the term hereof, the Town may terminate this agreement for me to serve as Attorney for the Town for cause, in which event this Agreement shall be terminated immediately. "Cause" shall be defined as facts which permit a reasonable conclusion that I have: (i) committed an act which results in my suspension from the practice of law in the State of New York; (ii) engaged in the illegal use of drugs or other controlled substances; (iii) engaged in the habitual and excessive use of alcohol so as to render impossible the performance of my duties hereunder; (iv) materially breached my obligations hereunder; (v) committed acts which (A) constitute a felony under the laws of the United States of America or the State of New York, (B) constitute a crime involving moral turpitude including but not limited to conduct that is considered contrary to community standards of justice, honesty or good morals, or (C) involve dishonesty or willful malfeasance that injure the Town or which results in the Town having committed a crime or being subject to any material civil penalty or liability which would have an adverse effect of the Town; or (vi) engaged in fighting with (other than in self-defense), threatened or attempted bodily harm to, any employee, official, or agent of the Town. In the event that this Agreement is terminated for cause, the Town shall pay legal fees and other charges owed for services performed through the date of termination.

I shall have the right to terminate this agreement to serve as contract Attorney for the Town on 45-days' written notice to the Town Supervisor. I also reserve the right to terminate this agreement on reasonable notice if, in my professional judgment, continuing to serve as Attorney for the Town would require me to commit a crime or violate a rule of professional ethics. Nothing in the foregoing paragraphs or elsewhere in this agreement prohibits termination of this agreement on mutually-agreed terms, but any modifications to this agreement must be in writing and signed both by the Town's authorized representative and by me.

5. Expenses and Billing. Either I or the law firm with which I am associated hereby are authorized directly to engage non-attorney professionals to assist in the handling of legal

Jason A. Keding, Town of Boston

January 3, 2018

Page 4

matters where required in our judgment to render effective legal assistance to the Town or in order to maintain privilege of communications with the non-attorney professionals. The Town agrees to pay for such non-attorney professionals, the cost of which may be billed on my invoices. I may ask that the Town remit payment in advance for larger disbursements. The Town will also be responsible for the payment of extraordinary expenses.

The Town will reimburse direct expenses paid or incurred on its behalf. These expenses include, but are not limited to, such costs as filing fees, transcripts, postage, photocopying, facsimile, subpoenas, tolls, parking fees and mileage (for travel outside Erie County). Due to the customary delay in receiving and processing statements from vendors and service providers, disbursement charges may appear on a later monthly invoice, rather than the invoice for the month in which such expenses actually were incurred.

I will submit invoices to the Town on a monthly basis, which require payment within 30 days of receipt. I reserve the right to charge interest on any balance(s) due after 30 days from the date of the invoice until the entire balance is paid in full. If there are questions or disputes about any of my fees, please advise me in writing within 30 days of receipt of the invoice, while the matter is still fresh in my mind, or the invoice will be conclusively deemed correct. Any dispute as to my fees will be submitted to arbitration in Buffalo, New York, under the New York State Fee Dispute Resolution Program (22 NYCRR Part 137).

6. Possible Conflicts. Rupp Baase and I represent many other companies and individuals. It is possible that during the time we are representing the Town some of our present or future clients will have disputes or transactions with the Town. The Town agrees that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for the Town even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of the Town, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Where I or the law firm with which I am associated have a pre-existing relationship with a client that takes a position materially adverse to the Town, the Town agrees to assign the handling of the matter for the Town to another lawyer at the Town's expense, even if the work at issue normally would be included in the flat fee discussed herein.

7. Town Files. Upon request, Rupp Baase and I will deliver to the Town all documents and property that the Town has provided to us and will give the Town reasonable access to inspect or copy documents and materials prepared as part of the representation. We exclude from this

Jason A. Keding, Town of Boston

January 3, 2018

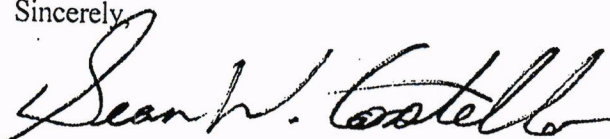
Page 5

our internal memoranda and records, attorney notes, drafts not intended for external distribution and similar lawyer working materials (including e-mails, transmitted or received). We may also elect to retain a copy of other portions of the file at our expense. We will retain any files that the Town provides to us, that you do not ask to have returned, for a period of three (3) years. However, to avoid indefinite storage, we reserve the right to dispose of any documents or other file materials retained by us during that time period.

8. **No Other Representations.** We have made no predictions or guarantees with regard to the ultimate outcome of any proceeding, or with respect to how long it will take to achieve an ultimate outcome, or the total amount of attorneys' fees, costs, charges, and expenses that will be incurred. No representation of any kind has been made other than what is in this letter agreement. You have not relied on any statement or representation not contained in this agreement. No changes can be made to this agreement unless and until it is in writing signed by you and by me.

I appreciate the Town's confidence in Rupp Baase and me, and am enthusiastic about joining forces with Joe Burns to provide even better value to the Town. I look forward to providing competent, responsive, and reliable legal services to the Town as Attorney for the Town, and I believe that you will be impressed by the way that Rupp Baase handles matters. I already have signed this agreement on behalf of myself individually and on behalf of Rupp Baase. On execution of this agreement by the Town's chairperson, a binding and enforceable agreement will exist between the Town, Rupp Baase, and me.

Sincerely,



Sean W. Costello

/tbs

cc: Joseph T. Burns, Esq.

APPROVED OF, ACCEPTED, AND AGREED TO:

TOWN OF BOSTON

By 

Jason A. Keding, Supervisor

Date: 1/3/2018

TOWN OF BOSTON – RESOLUTION NO. 2022-09

**AUTHORITY FOR THE TOWN ASSESSOR TO GRANT EXEMPTIONS
ON THE 2022 TOWN ASSESSMENT ROLL PURSUANT
TO GOVERNOR'S EXECUTIVE ORDER NO. 11**

WHEREAS, on December 26, 2021, Governor Kathy Hochul issued Executive Order No. 11, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic; and

WHEREAS, this State disaster emergency has resulted in certain restrictions on visitors to Boston Town Hall and has rendered some senior citizens and individuals with disabilities residing in the Town of Boston homebound, and these factors combined have made it difficult for many in these populations to file their real property tax exemption applications in person and many, further, lack the ability to file such applications online; and

WHEREAS, in recognition of the above problems caused by the pandemic, Governor Hochul issued Executive Order No. 11.1 on December 26, 2021, thereby extending Executive Order No. 11, and this extension of the Governor's Executive Order modifies subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, the effect of which permits the governing body of an assessing unit (i.e., the Town Board of the Town of Boston) to adopt a Resolution directing the Assessor to grant exemptions on the 2022 assessment roll to all property owners who received such exemptions on the 2021 assessment roll (i.e., senior citizens and individuals with disabilities with limited income), thereby dispensing with the need for such persons to file renewal applications to request such exemptions, and further dispensing with the requirement that assessors mail renewal applications to such persons; and

WHEREAS, Executive Order 11.1 further allows the governing body of said assessing unit, in any such Resolution, at its option, to include procedures by which its Town Assessor may require a renewal application to be filed if she has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner or died; and

WHEREAS, pursuant to said Executive Order, the Town Board of the Town of Boston wishes to adopt a Resolution directing the Town Assessor of the Town of Boston to grant exemptions on the 2022 assessment roll to all eligible senior citizens and individuals with disabilities with limited income, and granting the Town Assessor of the Town of Boston the authority to require renewal applications for due cause, as discussed above, utilizing procedures outlined below;

NOW THEREFORE BE IT

RESOLVED, pursuant to the authority granted by Executive Order No. 11.1, issued by the Governor of the State of New York, that the Town Board of the Town of Boston hereby directs the Town Assessor of the Town of Boston to:

1. Grant exemptions on the 2022 assessment roll to all individuals who received the senior exemption on the 2021 assessment roll and all individuals who received the exemption on the 2021 assessment roll because they were recognized as a person with disabilities and limited income, thereby dispensing with the need for any such individuals to file renewal applications for such exemptions, except that;

2. The Town Assessor may, in her sole discretion, require a renewal application to be timely filed with her office if she has reason to believe that any such individual, who qualified for the aforementioned exemption on the 2021 assessment roll, may have since changed their primary residence, added another owner to the deed for the relevant property, transferred such property to a new owner or died. If the Town Assessor requires such renewal application be filed, she shall notify the owner of the subject property of such requirement by regular mail, with such notice shall containing instructions on how to file the renewal application. Said renewal application may be returned by postal mail, email (assessmentoffice@townofboston.com), use of the drop-off slot at entrance to Town Hall, or if assistance is necessary, by calling to make an appointment to drop off at the Town Assessor's Office in Boston Town Hall, 8500 Boston State Road.

On January 19, 2022, 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. 2022- 10

**AUTHORIZING THE ADOPTION OF THE
2022 ERIE COUNTY, NY HAZARD MITIGATION PLAN**

WHEREAS, all jurisdictions within Erie County have exposure to hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Erie County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Erie County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Boston:

- 1) Adopts in its entirety, the 2022 Erie County Hazard Mitigation Plan (the “Plan”, a draft copy of which presently can be viewed at <https://www2.erie.gov/disaster/index.php?q=multi-hazard-mitigation-plan>) as the jurisdiction’s Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Planning Partnership as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

On January 19, 2022, 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

December 7, 2021

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

Dear Members of the Board,

For the past 14 months, I have served as the Chair of the Conservation Advisory Council (CAC) of the Town of Boston. I write today to express interest in continuing to serve as Chair of the CAC for 2022.

When I first moved to the Town of Boston in 2019, I quickly looked for opportunities to get involved with my new, local community. Given my education, background, and sincere interest in enjoying our natural environment, working with the CAC was an obvious choice. Two and a half years later, I am still deeply committed to this work.

Despite restrictions and limitations from the ongoing COVID-19 pandemic, under my leadership the CAC was able to bring back and successfully organize our annual community events in 2021:

- Snowshoes & Snowmen, in February
- The Youth Fishing Derby, in May, and
- The Local Environmental Awareness Fair (LEAF), in September

In addition to hosting these community-focused outreach events, the CAC also hosted guest presentations from other local environmental organizations, like the Buffalo-Niagara Waterkeeper, and has connected with the Erie County Environmental Management Council to amplify our impact throughout the County.

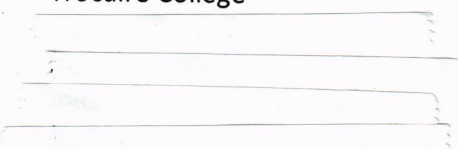
Looking forward to 2022, my goals for the CAC include:

- Fill the current vacancy on the CAC through member recruitment
- Strengthen relationships with local environmental organizations
- Seek funding opportunities to support improvements to the natural areas of our Town
- Expand educational opportunities for our community

I respectfully request your support in being re-appointed as Chair of the Town of Boston's Conservation Advisory Council. I welcome any questions that you may have.

Respectfully,

Dr. Mitch Tucker
Assistant Professor of Biology
Trocaire College



CERTIFICATE OF DESIGNATION

This form must be filed with:

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NY 12207

No later than FEBRUARY 4, 2022

In order to establish eligibility and credentials to vote at the 2022 Business Session

**TO: THE OFFICERS AND MEMBERS OF
The Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, _____, Town Clerk of the Town of _____, in
the County of _____ and State of New York DO HEREBY CERTIFY that
the town board of the aforesaid town has duly designated the following named person to attend
the Annual Business Session of the Association of Towns of the State of New York, to be held
during Presidents' Week, February 2022, and to cast the vote of the aforesaid town, pursuant to §6
of Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated to
cast the vote of said town:

NAME OF ALTERNATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this _____ day of _____, 20____.

Town Clerk

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

RECEIVED
BOSTON TOWN CLERK
2021 JAN 12 AM 11:46

Name/Organization BOSTON SENIORS Date 01/07/2022

Name of person responsible for facilities WILLIAM A. DAVIS

Title GROUP PRESIDENT

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: 20-80

Date(s) Requested* 1ST + 3RD FRIDAYS Time 1pm Type of Event SOCIAL

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

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 .

SIGNATURE OF APPLICANT: William A. Davis

Upon Completion, please submit to Town Clerk

APPROVED/DENIED : _____
(date)

INSPECTION: _____
(date)

TOWN OF BOSTON
APPLICATION FOR RECEIVED
BOSTON TOWN CLERK
USE OF TOWN MEETING FACILITY
2021 JAN 12 PM 1:12

Name/Organization Boston EMERGENCY Squad Date 1/12/2022

Name of person responsible for facilities CINDY McCLOUD
Title TRAINING Lt.

Applicant Address 261 ...

Applicant Daytime Phone # ... # Of Attendees: 25

Date(s) Requested* 1/26/22 Time 7:30 PM Type of Event TRAINING meeting

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

- ☒ Town Hall Community Room w/o Kitchen
☐ Planning Board Room
☐ Court Room

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 .

SIGNATURE OF APPLICANT: [Signature]

Upon Completion, please submit to Town Clerk

APPROVED/DENIED : _____
(date)

INSPECTION: _____
(date)

AGREEMENT TO SPEND TOWN HIGHWAY FUNDSYEAR 2022TOWN of Boston
COUNTY OF ERIE

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,333.000 _____ may be expended for general repairs upon 37.98 _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Boston Cross _____, starting at Boston State _____ and
Ending at Cole Road _____, a distance of .51 _____ miles, there shall be
expended not over the sum of \$12,500.00 _____.
Type Top: _____ Width of traveled surface: 20 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(a) On Smolinski Drive _____, starting at Boston Cross _____ and
ending at Dead End _____, a distance of .10 _____ miles, there shall be
expended not over the sum of \$2,500.00 _____.
Type Top: _____ Width of traveled surface: 15 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(b) On Mill Street _____, starting at Boston State _____ and
ending at West Tiller _____, a distance of .24 _____ miles, there shall be
expended not over the sum of \$6,250.00 _____.
Type Top: _____ Width of traveled surface: 24 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

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Supervisor _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	<i>Robert Telat</i> Highway Superintendent	1-10-2022 Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDSYEAR 2022TOWN of Boston
COUNTY OF ERIE

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,333.000 _____ may be expended for general repairs upon 37.98 _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Deer Run _____, starting at Hillcroft _____ and
Ending at Dead End _____, a distance of .11 _____ miles, there shall be
expended not over the sum of \$2,500 _____.
Type Top: _____ Width of traveled surface: 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(a) On Rice Road _____, starting at CR 437 Zimmerman _____ and
ending at CR 233 _____, a distance of 1.50 _____ miles, there shall be
expended not over the sum of \$37,500 _____.
Type Top: _____ Width of traveled surface: 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(b) On East Hillcroft _____, starting at Back Creek Road _____ and
ending at Boston State Road _____, a distance of .28 _____ miles, there shall be
expended not over the sum of \$6,250 _____.
Type Top: _____ Width of traveled surface: 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

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Supervisor _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	<i>Robert T. Talar</i> Highway Superintendent	1-10-2022 Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDSYEAR 2022**TOWN of Boston
COUNTY OF ERIE**

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,333.000 _____ may be expended for general repairs upon 37.98 _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Rice Road _____, starting at CR 233 _____ and
Ending at Back Creek Road _____, a distance of .84 _____ miles, there shall be
expended not over the sum of \$20,000 _____.
Type Top: _____ Width of traveled surface: 14 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(a) On Liebler Road _____, starting at Boston State _____ and
ending at Cole Road _____, a distance of 1.46 _____ miles, there shall be
expended not over the sum of ~~\$27,500~~ _____.
Type Top: _____ Width of traveled surface: 20 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(b) On West Hillcroft _____, starting at Back Creek Road _____ and
ending at Deer Run _____, a distance of .32 _____ miles, there shall be
expended not over the sum of \$8,333 _____.
Type Top: _____ Width of traveled surface: 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

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Supervisor _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	<i>Robert Tulad</i> Highway Superintendent	<u>1-10-2022</u> Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office

AGREEMENT TO SPEND TOWN HIGHWAY FUNDSYEAR 2022**TOWN of Boston**
COUNTY OF ERIE

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from New York State for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS

The sum of \$203,333.000 _____ may be expended for general repairs upon 37.98 _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

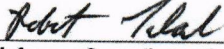
2. IMPROVEMENTS - The following sum shall be set aside to be expended for the improvement of town highways:

(a) On Colonial _____, starting at Hillcroft _____ and
Ending at Dead End _____, a distance of .22 _____ miles, there shall be
expended not over the sum of \$5,000 _____.
Type Top: _____ Width of traveled surface: _____ 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(a) On Eddy Road _____, starting at Omphalius Road _____ and
ending at Cole Road _____, a distance of 1.61 _____ miles, there shall be
expended not over the sum of \$40,000 _____.
Type Top: _____ Width of traveled surface: _____ 18 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

(b) On Enser Road _____, starting at Feddick Road _____ and
ending at Haag _____, a distance of .93 _____ miles, there shall be
expended not over the sum of \$25,000 _____.
Type Top: _____ Width of traveled surface: _____ 16 _____ feet
Thickness Top: _____ inches Thickness binder: _____ inches
Other Oil & Stone _____

.....

Supervisor _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	Councilmember _____	Date _____
Councilmember _____	Date _____	 Highway Superintendent	<u>1-10-2022</u> Date

NOTE: This Agreement must be signed by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's Office