

**AGENDA**  
**REGULAR BOARD MEETING - TOWN OF BOSTON**

**August 17, 2022 – 7:30 P.M.**

**ITEM NO. I PRELIMINARY MATTERS**

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

**ITEM NO. II REGULAR BUSINESS**

1. Correction and Adoption of the Minutes July 20, 2022
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Dog Control Officer Report for July 2022
2. Town Clerk's Report for July 2022
3. July 2022 Income Statement
4. Letter from the Boston Library
5. Dispatch Report – Boston EMS – January to June 2022
6. Dispatch Report – Boston Fire Company – January to June 2022
7. Dispatch Report – North Boston Fire Company – January to June 2022
8. Dispatch Report – Patchin Fire Company – January to June 2022
9. Penflex – Fire LOSAP 2022 Cover Letter
10. Penflex – Fire LOSAP 2022 Annual Report
11. Penflex – Fire LOSAP 2022 Executive Summary
12. Project Schedule – North Boston Pavilion Project
13. NYS Agriculture & Markets Municipal Shelter Inspection Report 7-29-22
14. MOU Termination from Boston EMS

#### **ITEM NO. IV NEW BUSINESS**

1. Requests from the Floor (3-minute time limit per person)
2. Resolution 2022-55 Authorizing Primary and General Election Polling Place Lease Agreement
3. Resolution 2022-56 Replacement of Gutters Around the Town Hall
4. Resolution 2202-57 Payment of Pavilion Drainage Invoice for Repair of Damage to Guide Rail on Rice Road
5. Resolution 2022-58 Change Order to Original Contract and Short Form Agreement for Completion of Boston State Road Watermain Replacement Project
6. Resolution 2022-59 Authorizing Execution of Agreement with Department of State for Smart Growth Comprehensive Plan Grant
7. Resolution 2022-60 Declaring Certain Highway Department Equipment Surplus and Authorizing Disposal Through Auction
8. Resolution 2022-61 Engineering Services for Phase 1 of Watermain Replacement Project
9. Schedule a Public Hearing for a LOCAL LAW Providing for Waiver of Site Plan Review for Certain Minor Projects
10. Schedule a Public Hearing for a LOCAL LAW Eliminating zoning provisions requiring Town Board approval to erect more than one accessory building per lot
11. Approval for Jillian Pitcher and Keith Heary to begin duty as Boston Volunteer Fire Company Firefighters
12. Application for Use of Meeting Facility – Erie County Board of Elections
13. Application for Use of Meeting Facility – Southtowns Homeschoolers

#### **ITEM NO. V OLD BUSINESS**

1. Resolution 2022-54 Climate Smart Communities Pledge

#### **ITEM NO. VI REPORTS AND PRESENTATIONS**

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

#### **ITEM NO. VIII ADJOURNMENT OF MEETING**

1. Adjournment of Meeting

REGULAR BOARD MEETING  
JULY 20, 2022

**DRAFT**

TOWN HALL  
7:30 P.M.

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

Also Present: Highway Superintendent Telaak, Attorney for the Town Costello, and Deputy Town Clerk Derk.

Father Jerry Skrzynski, St. John the Baptist Roman Catholic Church, opened the meeting with a prayer.

Regular business:

A motion was made by Councilwoman Lucachik and was seconded by Councilman Cartechine to approve the minutes of the June 15, 2022 regular meeting.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Selby to approve the minutes of the July 6, 2022 regular meeting.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

A motion was made by Councilwoman Selby and was seconded by Councilman Cartechine, upon review by the Town Board, that fund bills in the amount of \$105,130.34 be paid.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

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

ECSD No. 3 Board of Managers Meeting Minutes from June 15, 2022

Arlene Weiss letter requesting appointment to Planning Board

Town of Boston Dog Control Officer Report for June 2022

Town Clerk's Report for June 2022

Association of Towns & New York Planning Federation's Fall Planning Zoning Schools

2023 Budget Schedule

Income Statements - April/May/June

REGULAR BOARD MEETING  
JULY 20, 2022

**DRAFT**

TOWN HALL  
7:30 P.M.

Monthly Cash Balances Through 6/30/2022

Penflex EMS Annual LOSAP Report

New business:

Deputy Supervisor Hawkins stated the floor is open for public comment.

The following person was heard:

Thomas Steinagle

Deputy Supervisor Hawkins stated the floor is closed.

A motion was made by Councilwoman Lucachik and seconded by Councilwoman Martin to approve the recommendation of Arlene Weiss as an alternate member to the Planning Board for the term ending December 31, 2024.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

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

**RESOLUTION 2022-51**

**AMENDING BUDGET TO PROPERLY ACCOUNT  
FOR INSURANCE RECOVERY**

The Town of Boston received unanticipated revenues from State Farm Mutual Automobile Insurance in the amount of \$5,278.82 regarding property damage to a Town guide rail located on Rice Road; and

The Town of Boston Budget hereby is amended effective immediately:

1) Increase Appropriations:

Account No. DB0-5110-0400	General Repairs - Contractual	\$5,278.82
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2) Increase Revenues:

Account No. DB0-2680-0000	Insurance Recoveries	\$5,278.82
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Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

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

**RESOLUTION 2022-52**

**AMENDING BUDGET TO ACCOUNT FOR  
INCREASE IN FUEL COSTS**

Due to the increasing cost of Diesel and Gas and the price is expected to remain elevated for the remainder of the year compared to historical costs thus



Motion Con't:

deeming the need for additional money being allocated. The 2022 Town of Boston Budget is hereby amended effective immediately to appropriate an additional \$25,000 of fund balance to the line DB0-5110-0410 (General Repairs-Fuel & Diesel) raising the budget amount to a total of \$67,000.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

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

**RESOLUTION 2022-53**

**REIMBURSEMENT OF EMERGENCY SQUAD  
FUEL EXPENSE**

The Town of Boston contracts with Boston Emergency Squad, Inc., for general ambulance service and first aid for those persons who require such services within the boundaries of the Town; and due to dramatic increases in fuel expenses that could not have been anticipated by the parties when the 2022 contract was prepared resulting both from inflationary economic conditions and high demand for the Squad's services because of the continuing COVID-19 pandemic, the \$2,000 figure provided for in the contract is insufficient to cover all or the majority of the Squad's fuel expenses which at the present time are anticipated to total approximately \$7,000 for 2022; and based on the foregoing extraordinary circumstances and in order to accomplish the purpose of the contract between the parties, the Town Board desires to authorize a change order for the 2022 contract with Boston Emergency Squad, Inc., to conform to the parties' understanding at the time that contact was negotiated, to wit, that the Town would provide reimbursement for most or all of the Squad's fuel expenses reasonably incurred in connection with the contract; the Town Board of the Town of Boston hereby authorizes an increase in the amount of fuel to be reimbursed in 2022 for the Boston Emergency Squad, Inc., from \$2,000 to \$7,000, with all other terms of that contract unchanged and the cap on fuel reimbursements in future years to be negotiated by the parties and incorporated into the contract for that year.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

Deputy Supervisor Hawkins stated that Resolution 2022-54 Climate Smart Communities is tabled until the Town Board can review further.

A motion was made by Councilwoman Martin and was seconded by Councilwoman Selby to approve the Use of Facility application for Boston Lions

Motion Con't:

Club, for fundraiser, August 26-28, 2022, 6:00 am, Lions Shelter, bathroom facilities, and parking.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

A motion was made by Councilwoman Selby and was seconded by Councilwoman Lucachik to approve the Use of Facility application for Boston Patriots Football, for games and practice, July 1 to November 12, 2022, Saturdays 7:00 am – 8:00 pm, Monday – Friday 6:00 pm – 9:00 pm, football fields and bathroom facilities.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Selby to approve the Use of Town Meeting Facility application from Town of Boston Bookkeeper/Budget Director, for budget presentation, October 12, 2022, 7:00 pm, Community Room.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

A motion was made by Councilman Cartechine and was seconded by Councilwoman Martin to approve the Use of Town Meeting Facility application from the Boston Democratic Social Club, for meetings, August 16, September 20, October 18, November 15, and December 20, 7:00 pm, Planning Board Room.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

Deputy Supervisor Hawkins stated there is no old business.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

Last week the Highway Department was out and working hard doing maintenance on the roads. We did 7 or 8 miles of tar and stoning of those roads. Town roads are in excellent shape and have no pot holes, county roads have several pot holes in every road. The roads we did turned out really nice. We usually do four days but this year we only did two days because the price of materials have gone up. So far that is



what has been done. I'd like to report a little bit about Maple Grove and Mr. Steinagle. We go down Maple Grove with the snow plows and plow a little bit past where he is talking about onto that 50 ft. section, it gives just enough room to turn around. We don't plow to the end of the road, just far enough to turn the trucks around. There is a fire hydrant at the end of the road past where we turn around. There is a ditch that goes all the way down along the road that we keep clean. The road is probably a highway by use road.

Councilwoman Selby reported on the following:

Happy to say that we are very close in renewing our contract with Waste Management. The Town of Boston will be getting totes. There are some things that have to be worked out with some of the private roads, but our representative from Waste Management will be reaching out to the private road areas, hopefully to resolve those areas. There will be a mailing out soon with all of the information. Starting August 8<sup>th</sup>, totes will be dropped off to your driveway. The week of August 22<sup>nd</sup> we are going to start using them, if not sooner. I'd like to thank Allison Koczur, Supervisor's Secretary, as well as Sandy for helping to coordinate this project and the communication with Patrick and myself. In addition to that I'm working with Erie County Soil and Water, Mark Gaston to get our drainage projects going, hopefully soon. He has a lot on his plate but we're working forward on those projects.

Councilman Cartechine reported on the following:

Nothing to report this evening.

Councilwoman Lucachik reported on the following:

Code meeting for August 9<sup>th</sup>, that is generally before the Planning Board meeting, is cancelled for August. Welcome to Mrs. Weiss to the Planning Board.

Councilwoman Martin reported on the following:

Nothing to report this evening.

Town Clerk Quinlan reported on the following:

Boston Boys and Girls Club hosting Wednesday night movies from 7 to 11 pm at Town Fields. Boston Free Library fundraiser under the Lions Shelter tomorrow from 5 to 8 pm, square dance, local artists, Boy Scouts serving hotdogs. Summer Concert Series continues next Tuesday with The Eaglez. ConnectLife Blood Drive from July 5<sup>th</sup>, 30 units, 4 additional units of platelets, helped save 102 lives. Thank you to Barbara Moore and Donors. Next blood drive is August 2<sup>nd</sup> in the Court room, to schedule

REGULAR BOARD MEETING  
JULY 20, 2022

**DRAFT**

TOWN HALL  
7:30 P.M.

online or call Barbara at 912-2100. Boston Lions Club, Oktoberfest, August 27<sup>th</sup> from 2 to 8 pm, German music, food and beer for \$20 ticket.

Deputy Supervisor Hawkins reported on the following:

Our July meeting was a very short meeting, so we didn't get a chance to say anything about the tremendous fireworks. I'd like to thank the Town for the fireworks, everybody seemed to really enjoy it. Thanked the Patchin Fire Company and Squad for standby. Community room, starting construction downstairs this week on renovation. One of the senior groups that would usually meet in the community room met last Friday at the Patchin Fire Company hall and will continue to meet there until the first part of August. Thank you to the Patchin Fire Company for the use of the room for our seniors so they had a place go during the construction.

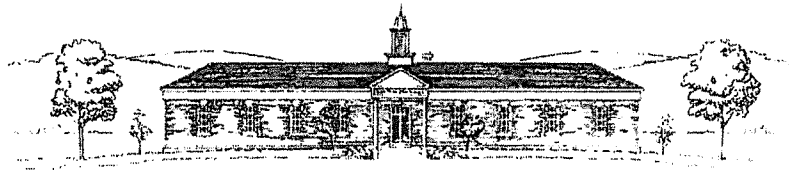
A motion was made by Deputy Supervisor Hawkins and was seconded by Councilwoman Lucachik to adjourn the meeting at 7:57 p.m.

Councilman Cartechine	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK



## TOWN OF BOSTON

**Town Board Meeting: August 17, 2022**

Abstract #1 – 2022 Payables	Journal #AP-3370	\$ 444,815.37
Less Credit – A Fund	Highmark BCBS of WNY	- \$ 1,481.31
Less Credit – SG Fund	Waste Management	- \$ 175.34
		<b>\$ 443,158.72</b>

**Total 2022 Payables Due**

**\$ 443,158.72**

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**Breakout by Fund:**

General (A) Fund:	\$ 57,463.50
Highway (DB) Fund:	\$ 263,582.74
Lighting (L30) Fund:	\$ 1,109.13
Fire (SF) Fund:	\$ 105.00
Ambulance (SM) Fund:	\$ 1,496.74
Refuse & Garbage (SG) Fund:	\$ 69,414.18
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ 125.00
Capital Projects (H00):	\$ 49,862.43

**Total expenses submitted for approval:**

**\$ 443,158.72**

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).



## August 17, 2022 - A B S T R A C T – 2022 Payables

### Town of Boston Journal Proof Report Fiscal Year: 2022

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	8/17/2022	Fund A00 AP Account	\$0.00	\$57,463.50	\$0.00	161	
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2022-06-01 June 2022 - Justice Court Funds to State/County	8/17/2022	Vendor#: 178	\$6,635.00	\$0.00	\$0.00	107	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Charter Communications 141759701072122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$49.99	\$0.00	\$0.00	62	
A00-1220-0400-0000	SUPERVISOR- CONTR	Charter Communications 141759701072122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$49.99	\$0.00	\$0.00	63	
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - July 2022 July 2022 Visa Bill - Dropbox (1 year), Sink Kit	8/17/2022	Vendor#: 1863	\$199.00	\$0.00	\$0.00	58	
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 136L-3K76-K9MP Bookkeeper - Toner Cartridge	8/17/2022	Vendor#: 2003	\$192.45	\$0.00	\$0.00	17	
A00-1220-0400-0000	SUPERVISOR- CONTR	VERIZON WIRELESS 9912424621 Cell Phones for Town - July 2022	8/17/2022	Vendor#: 53	\$37.99	\$0.00	\$0.00	144	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2207022 Accounting Services 5/1/22 - 6/30/22 (3.5 hr JE & Bank Rec Review)	8/17/2022	Vendor#: 1747	\$437.50	\$0.00	\$0.00	102	
A00-1355-0401-0000	ASSESSOR- CONTR	The Buffalo News 151505 (Acct. #586370) AD ID #1690127 - Legal Notice of Final Assessment Roll 2022	8/17/2022	Vendor#: 1671	\$60.00	\$0.00	\$0.00	40	
A00-1410-0401-0000	TOWN CLERK- CONTR	Amazon Capital Services 1GHR-NW7J-T4GN Town Clerk - Sticky Notes, Calculator Ink, SD Cards, Self-Inking Stamps, Catalog Envelopes, Door Stopper, Paper Clips, USB Drive, Cover-up Tape	8/17/2022	Vendor#: 2003	\$130.26	\$0.00	\$0.00	72	
A00-1440-0400-0000	ENGINEER- CONTR	Clarke Patterson Lee 83868 Project #16431.00 - Water Consolidation Study - Services Ending 7/1/22	8/17/2022	Vendor#: 1918	\$2,300.00	\$0.00	\$0.00	12	
A00-1440-0400-0000	ENGINEER- CONTR	Clarke Patterson Lee 83385 Project #16431.01 - Senior Center HVAC Work (Services Ending 5/20/22)	8/17/2022	Vendor#: 1918	\$924.00	\$0.00	\$0.00	14	
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 169183 Project No. 2190909.021 - Deanna Drive Subdivision 5/21/22- 6/17/22 (3 hr)	8/17/2022	Vendor#: 1901	\$350.00	\$0.00	\$0.00	15	

**Town of Boston  
Journal Proof Report  
Fiscal Year: 2022**

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 169185 Project No. 2190909.05 - MS4 Program Consultation 5/21/22 - 6/17/22 (19.5 hr)	8/17/2022	Vendor#: 1901	\$2,220.00	\$0.00	\$0.00	16	
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 27203 (7292) July 2022 - Pest Control Services - Town Hall	8/17/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	18	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4125674823 Town Hall - (14) mats; Floor Cleaner; Wet Mop; Air Freshener; Soap	8/17/2022	Vendor#: 1758	\$81.40	\$0.00	\$0.00	2	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4125674823 Town Hall - (14) mats; Floor Cleaner; Wet Mop; Air Freshener; Soap	8/17/2022	Vendor#: 1758	\$38.28	\$0.00	\$0.00	3	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4125674762 Town Hall - Cleaning Supplies & Toilet Paper Refill	8/17/2022	Vendor#: 1758	\$17.17	\$0.00	\$0.00	6	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4125674762 Town Hall - Cleaning Supplies & Toilet Paper Refill	8/17/2022	Vendor#: 1758	\$37.94	\$0.00	\$0.00	7	
A00-1620-0400-0000	BUILDINGS- CONTR	KISTNER CONCRETE PRODUCTS 168888 Septic Tank Cover	8/17/2022	Vendor#: 439	\$56.00	\$0.00	\$0.00	9	
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY Q2 2022 - Acct. #12810500-5 Acct. #12810500-5 - Town Hall (April - June 2022)	8/17/2022	Vendor#: 96	\$144.31	\$0.00	\$0.00	31	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 7/22 - Acct. #1001-0312- 469 Acct. #1001-0312-469 - Town Hall (8880 kwh)	8/17/2022	Vendor#: 37	\$1,592.03	\$0.00	\$0.00	38	
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - July 2022 July 2022 Visa Bill - Dropbox (1 year), Sink Kit	8/17/2022	Vendor#: 1863	\$31.47	\$0.00	\$0.00	59	
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1YWV- 6QVL-X4GK Buildings - AAA Batteries / Nutrition - WypAll Power Clean Cloths	8/17/2022	Vendor#: 2003	\$27.50	\$0.00	\$0.00	70	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701072122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$49.99	\$0.00	\$0.00	64	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701072122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$329.98	\$0.00	\$0.00	65	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701072122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$99.98	\$0.00	\$0.00	66	

**Town of Boston  
Journal Proof Report  
Fiscal Year: 2022**

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	Liberty Janitorial 072922 Janitorial Services 7/5/22 - 7/29/22 / Polishing of Trooper Barracks Floors (7/15/22)	8/17/2022	Vendor#: 1878	\$1,280.00	\$0.00	\$0.00	104	
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 28006 (7948) August 2022 - Pest Control Service - Town Hall	8/17/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	98	
A00-1620-0400-0000	BUILDINGS- CONTR	VACINEK HEATING & ROOFING, INC 41441 Town Hall - A/C Service Call, Reconnect Duct to Ceiling in Bathrooms	8/17/2022	Vendor#: 1563	\$470.00	\$0.00	\$0.00	106	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4127034815 Town Hall - Sig Hardwood White Large (6)	8/17/2022	Vendor#: 1758	\$63.24	\$0.00	\$0.00	112	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301071422 Acct. #142054301 - Elevator Phone (7/15/22 - 8/14/22)	8/17/2022	Vendor#: 1242	\$39.99	\$0.00	\$0.00	61	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 8/2022 - Acct. #3237465 08 Acct. #3237465 08 - Town Hall - August 2022 (203 CCF)	8/17/2022	Vendor#: 726	\$134.47	\$0.00	\$0.00	94	
A00-1620-0400-0000	BUILDINGS- CONTR	Hamburg Glass & Window Film 19068 Repair to Glass Vestibule	8/17/2022	Vendor#: 1973	\$800.00	\$0.00	\$0.00	143	
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 9912424821 Cell Phones for Town - July 2022	8/17/2022	Vendor#: 53	\$31.28	\$0.00	\$0.00	147	
A00-1620-0400-0000	BUILDINGS- CONTR	MONROE EXTINGUISHER CO. 1159341 Semi-Annual Fire System Inspection, fusible link, & line test for Snack Shack	8/17/2022	Vendor#: 115	\$371.00	\$0.00	\$0.00	149	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4124380356 Town Hall - Sig Hardwood White Large (6)	8/17/2022	Vendor#: 1758	\$63.24	\$0.00	\$0.00	141	
A00-1620-0400-0000	BUILDINGS- CONTR	Shawn Vanderdoes 8/11/22 Reimb. Mileage Reimbursement 7/16/22 and 7/19/22	8/17/2022	Vendor#: 1926	\$15.33	\$0.00	\$0.00	116	
A00-1620-0400-0000	BUILDINGS- CONTR	Shawn Vanderdoes 8/11/22 Reimb. Mileage Reimbursement 7/16/22 and 7/19/22	8/17/2022	Vendor#: 1926	\$29.43	\$0.00	\$0.00	117	
A00-1620-0400-0000	BUILDINGS- CONTR	Allison Koczur 8/11/22 Trip to Pick Up 3 Locking File Cabinets Purchased from Galbo Group	8/17/2022	Vendor#: 1859	\$100.00	\$0.00	\$0.00	119	
A00-1620-0400-0000	BUILDINGS- CONTR	Allison Koczur 8/11/22 Trip to Pick Up 3 Locking File Cabinets Purchased from Galbo Group	8/17/2022	Vendor#: 1859	\$27.79	\$0.00	\$0.00	120	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NATIONAL FUEL 8/2022 - Acct. #6897553 08 Acct. #6897553 08 - Boys & Girls Club - August 2022 (12 CCF)	8/17/2022	Vendor#: 726	\$22.51	\$0.00	\$0.00	95	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Charter Communications 144899201071422 Acct. #144899201 - Boys & Girls Club - Phone/Internet/TV (7/19/22 - 8/18/22)	8/17/2022	Vendor#: 1242	\$226.23	\$0.00	\$0.00	60	

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 7/22 - Acct. #1003-3567-107 Acct. #1003-3567-107 - Boys & Girls Club (2160 kwh)	8/17/2022	Vendor#: 37	\$375.90	\$0.00	\$0.00	36	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	ERIE COUNTY WATER AUTHORITY Q2 2022 - Acct. #60550160-9 Acct. #60550160-9 - Boys & Girls Club (April - June 2022)	8/17/2022	Vendor#: 96	\$56.91	\$0.00	\$0.00	29	
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	Certified Pest Solutions 27207 (7290) July 2022 - Pest Control Services - Highway Dept.	8/17/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	19	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 27201 (7291) July 2022 - Pest Control Services - Trooper Barracks	8/17/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	20	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4125674671 Trooper Barracks - (16) Mats	8/17/2022	Vendor#: 1758	\$111.04	\$0.00	\$0.00	8	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	DV Brown & Associates 4091 Trooper Barracks - AC Repair Call	8/17/2022	Vendor#: 1934	\$1,523.79	\$0.00	\$0.00	23	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 28005 (7949) August 2022 - Pest Control Service - Trooper Barracks	8/17/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	97	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Liberty Janitorial 072922 Janitorial Services 7/5/22 - 7/29/22 / Polishing of Trooper Barracks Floors (7/15/22)	8/17/2022	Vendor#: 1878	\$525.00	\$0.00	\$0.00	105	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Vasplan, LLC 110698 August 2022 Billing - VOIP Phone Systems (31 Extensions)	8/17/2022	Vendor#: 1947	\$632.40	\$0.00	\$0.00	92	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	wynnetWorks 00004132 July 2022 - IT Systems Support (8 hrs)	8/17/2022	Vendor#: 1703	\$760.00	\$0.00	\$0.00	81	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	THE PUMP DOCTOR 18198 Fixed vehicle log on Gas Boy software / Programmed tags for NBFC	8/17/2022	Vendor#: 198	\$363.20	\$0.00	\$0.00	52	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Wells Fargo Financial Leasing 5021182590 Xerox Copier Lease (8/24/22 - 9/23/22)	8/17/2022	Vendor#: 1779	\$109.70	\$0.00	\$0.00	73	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc, Inc. IN5141802 Xerox Copier Lease 6/24/22 - 7/23/22	8/17/2022	Vendor#: 1787	\$58.74	\$0.00	\$0.00	25	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 32090734 Acct. #003-1753664-000 - Monthly Lease for Kyocera TASKalfa 4054ci Copier + One-time origination fee	8/17/2022	Vendor#: 2039	\$160.90	\$0.00	\$0.00	113	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 32090734 Acct. #003-1753664-000 - Monthly Lease for Kyocera TASKalfa 4054ci Copier + One-time origination fee	8/17/2022	Vendor#: 2039	\$89.50	\$0.00	\$0.00	114	
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	CONNIE D. MINER August 2022 August 2022 - Grant Writing Services	8/17/2022	Vendor#: 69	\$1,375.00	\$0.00	\$0.00	10	

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/22 - Acct. #1001-9307-296 Acct. #1001-9307-296 - Boston Colden Signal (11 kwh)	8/17/2022	Vendor#: 37	\$21.02	\$0.00	\$0.00	37	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/22 - Acct. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (258 kwh)	8/17/2022	Vendor#: 37	\$48.22	\$0.00	\$0.00	34	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 7/22 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Signal (59 kwh)	8/17/2022	Vendor#: 37	\$26.30	\$0.00	\$0.00	35	
A00-3510-0400-0000	DOG CONTROL- CONTR	Linda Sherry 6/18/22 Reimb. Reimbursement for Van's Gas Fill Up	8/17/2022	Vendor#: 2027	\$55.00	\$0.00	\$0.00	22	
A00-3510-0400-0000	DOG CONTROL- CONTR	VERIZON WIRELESS 9912424621 Cell Phones for Town - July 2022	8/17/2022	Vendor#: 53	\$31.28	\$0.00	\$0.00	146	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 9912424621 Cell Phones for Town - July 2022	8/17/2022	Vendor#: 53	\$31.28	\$0.00	\$0.00	145	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Western Southern Tier Building Officials Assoc. 2022 Western Southern Tier Building Officials Educational Conference (9/7/22 - 9/9/22) - Thomas Murphy	8/17/2022	Vendor#: 2038	\$275.00	\$0.00	\$0.00	47	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	Cintas 5116099419 Highway - First Aid Kit Inspection & Restock	8/17/2022	Vendor#: 1758	\$65.20	\$0.00	\$0.00	44	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	EATON OFFICE SUPPLY CO., INC. PINV1039164 Highway - Service/Call Log Books	8/17/2022	Vendor#: 1320	\$35.30	\$0.00	\$0.00	45	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 9912424621 Cell Phones for Town - July 2022	8/17/2022	Vendor#: 53	\$31.28	\$0.00	\$0.00	148	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	On Site Employee Testing 6307 Random DOT Urine & Drug Test 8/4/22	8/17/2022	Vendor#: 1629	\$217.98	\$0.00	\$0.00	151	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4127923454 Highway - Uniforms	8/17/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	154	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4124380392 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towel Refill	8/17/2022	Vendor#: 1758	\$34.22	\$0.00	\$0.00	138	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4124380392 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towel Refill	8/17/2022	Vendor#: 1758	\$95.52	\$0.00	\$0.00	139	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4124380392 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towel Refill	8/17/2022	Vendor#: 1758	\$113.83	\$0.00	\$0.00	140	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4126547174 Highway - Uniforms	8/17/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	87	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4127223926 Highway - Uniforms	8/17/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	88	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4125871490 Highway - Uniforms	8/17/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	56	



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Status: Currently Active

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A00-5132-0400-0000	GARAGE-CONTR	Cintas 4124601051 Highway - Uniforms	8/17/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	57
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501072122 Acct. #144899501 - HWY - Fax/Alarm/Cable Account (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$31.99	\$0.00	\$0.00	67
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501072122 Acct. #144899501 - HWY - Fax/Alarm/Cable Account (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$31.99	\$0.00	\$0.00	68
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501072122 Acct. #144899501 - HWY - Fax/Alarm/Cable Account (7/29/22 - 8/28/22)	8/17/2022	Vendor#: 1242	\$32.55	\$0.00	\$0.00	69
A00-5132-0400-0000	GARAGE-CONTR	ERIE COUNTY WATER AUTHORITY Q2 2022 - Acct. #70542520-4 Acct. #70542520-4 - Highway Barn (April - June 2022)	8/17/2022	Vendor#: 96	\$357.78	\$0.00	\$0.00	32
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 7/22 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway Barn (1680 kwh)	8/17/2022	Vendor#: 37	\$212.30	\$0.00	\$0.00	33
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4125674685 Highway - (7) Mats, (660) Shop Towels	8/17/2022	Vendor#: 1758	\$34.22	\$0.00	\$0.00	4
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4125674685 Highway - (7) Mats, (660) Shop Towels	8/17/2022	Vendor#: 1758	\$95.52	\$0.00	\$0.00	5
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 7/22 - Acct. #1001-3627-426 Acct. #1001-3627-426 - St. Light Entire R2 (954 kwh)	8/17/2022	Vendor#: 37	\$201.89	\$0.00	\$0.00	124
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 7/22 - Acct. #1001-3627-434 Acct. #1001-3627-434 - St. Light, Entire R3 (2662 kwh)	8/17/2022	Vendor#: 37	\$1,644.44	\$0.00	\$0.00	125
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 7/22 - Acct. #1005-2715-660 Acct. #1005-2715-660 - 219 Lights (146 kwh)	8/17/2022	Vendor#: 37	\$22.48	\$0.00	\$0.00	121
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	Amazon Capital Services 1YWV-6QVL-X4GK Buildings - AAA Batteries / Nutrition - WypAll Power Clean Cloths	8/17/2022	Vendor#: 2003	\$100.93	\$0.00	\$0.00	71
A00-7110-0400-0000	PARKS- CONTR	Seasonal Lawncare 712853 2022 Lawn Application 4 - Fertilizer & Weed Control on Football Field	8/17/2022	Vendor#: 1792	\$179.12	\$0.00	\$0.00	74
A00-7110-0400-0000	PARKS- CONTR	ERIE COUNTY WATER AUTHORITY Q2 2022 - Acct. #60665867-5 Acct. #60665867-5 - Town Hall Park (5/13/22 - 7/2/22) *Seasonal Account for Parks	8/17/2022	Vendor#: 96	\$69.08	\$0.00	\$0.00	28
A00-7110-0400-0000	PARKS- CONTR	PIONEER MANUFACTURING COMPANY INV845560 Account# TO9469 - Game Day Aerosol White & Red (PO #175)	8/17/2022	Vendor#: 1358	\$3,570.00	\$0.00	\$0.00	50

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A00-7110-0400-0000	PARKS- CONTR	LandPro Equipment 2351510 Air and Oil Filters	8/17/2022	Vendor#: 1719	\$175.50	\$0.00	\$0.00	41	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. June 2022 Invoice #'s 7122211, 7122212 - Portable Toilets @ Town Parks 6/1/22 - 6/30/22	8/17/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00	42	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. June 2022 Invoice #'s 7122211, 7122212 - Portable Toilets @ Town Parks 6/1/22 - 6/30/22	8/17/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00	43	
A00-7110-0400-0000	PARKS- CONTR	MODERN TREE SERVICE INC. 114053 Ground 3 Stumps @ Town Hall	8/17/2022	Vendor#: 816	\$120.00	\$0.00	\$0.00	21	
A00-7110-0400-0000	PARKS- CONTR	Amazon Capital Services 1FT7-TV4T-FX7L Parks - Ground Anchors, Cable Kit, Wire Rope Tension (Soccer fields)	8/17/2022	Vendor#: 2003	\$59.71	\$0.00	\$0.00	24	
A00-7110-0400-0000	PARKS- CONTR	Seasonal Lawn care 714252 2022 Lawn Application 4 - Fertilizer & Weed Control on Town Parks	8/17/2022	Vendor#: 1792	\$165.76	\$0.00	\$0.00	118	
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. July 2022 - Parks July 2022 - Parks Gas (51 gallons) & Diesel (150.20 gallons)	8/17/2022	Vendor#: 90	\$831.93	\$0.00	\$0.00	89	
A00-7110-0400-0000	PARKS- CONTR	RUCKER LUMBER INC. Parks - July 2022 Strml Parks Acct. #1480 - Invoice #176038	8/17/2022	Vendor#: 24	\$67.96	\$0.00	\$0.00	115	
A00-7110-0400-0000	PARKS- CONTR	Certified Pest Solutions 27738 (7905) Special Call - Treated Bees Nest @ Snack Shack	8/17/2022	Vendor#: 1811	\$290.00	\$0.00	\$0.00	99	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. July 2022 Invoice #'s 7243657, 7243658 - Portable Toilets @ Town Parks 7/1/22 - 7/31/22	8/17/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00	152	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. July 2022 Invoice #'s 7243657, 7243658 - Portable Toilets @ Town Parks 7/1/22 - 7/31/22	8/17/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00	153	
A00-7110-0400-0000	PARKS- CONTR	LandPro Equipment 2382953 Locknut, Screw, Wheel, Arm, Axle	8/17/2022	Vendor#: 1719	\$91.91	\$0.00	\$0.00	156	
A00-7110-0400-0000	PARKS- CONTR	ACME BEARINGS CORP 1851 Part for Lawnmower	8/17/2022	Vendor#: 25	\$8.95	\$0.00	\$0.00	157	
A00-7550-0400-0000	CELEBRATIONS- CONTR	SKYLIGHTERS OF NY LLC 1793 Fourth of July Fireworks 2022	8/17/2022	Vendor#: 1421	\$10,000.00	\$0.00	\$0.00	103	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	GRAND TOURS 1061964 Boston Seniors - Bus Trip to National Comedy Center/Holiday Valley 10/17/22	8/17/2022	Vendor#: 188	\$969.00	\$0.00	\$0.00	158	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$9.99	\$0.00	\$0.00	128	

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A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$150.00	\$0.00	\$0.00	129	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$353.00	\$0.00	\$0.00	130	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$300.00	\$0.00	\$0.00	131	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$1,597.48	\$0.00	\$0.00	132	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$60.99	\$0.00	\$0.00	133	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$19.99	\$0.00	\$0.00	134	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$42.44	\$0.00	\$0.00	135	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$150.00	\$0.00	\$0.00	136	
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART April - June 2022 Reimbursements from 4/6/22 through 6/30/22	8/17/2022	Vendor#: 45	\$3.99	\$0.00	\$0.00	137	
A00-8010-0400-0000	ZONING-CONTR	The Buffalo News 151589 (Accl. #583246) AD ID #1694209 - ZBA Public Hearing Notice - 8/4/22 Meeting	8/17/2022	Vendor#: 1671	\$86.00	\$0.00	\$0.00	101	
A00-8020-0400-0000	PLANNING- CONTR	The Buffalo News 151604 (Accl. #583246) AD ID #1695121 - Planning Board Public Hearing Notice (8/9/22 Mtg)	8/17/2022	Vendor#: 1671	\$56.00	\$0.00	\$0.00	108	
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	NYS UNEMPLOYMENT INSURANCE 2022 Q2 Employer Reg No. 04-60383 6 - For Q2 2022 - Unemployment Benefit Reimbursement	8/17/2022	Vendor#: 213	\$4,321.00	\$0.00	\$0.00	46	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 011437 Employee Funded Supplemental Health Ins. - July 2022	8/17/2022	Vendor#: 1887	\$217.32	\$0.00	\$0.00	48	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBS of WNY 222060000395 Health Insurance Premiums 8/1/22 - 8/31/22	8/17/2022	Vendor#: 1378	\$4,086.64	\$0.00	\$0.00	110	

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A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBS of WNY 222060000395 Health Insurance Premiums 8/1/22 - 8/31/22	8/17/2022	Vendor#: 1378	\$0.00	\$1,481.31	\$0.00	111
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	8/17/2022	Fund DB0 AP Account	\$0.00	\$263,582.74	\$0.00	160
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	COUNTY LINE STONE CO, INC. 145527 Type 1 Stone (63.15 Ton) - for Road Repairs	8/17/2022	Vendor#: 579	\$1,199.85	\$0.00	\$0.00	155
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	Pavilion Drainage Supply, Co. TBO8 Accident Repair of Guiderail on Rice Rd. (Resolution 2022-57)	8/17/2022	Vendor#: 2040	\$5,197.32	\$0.00	\$0.00	126
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	Pavilion Drainage Supply, Co. TBO9 Repair of Guiderail - Rice Rd between Feddick & Rockwood	8/17/2022	Vendor#: 2040	\$2,107.30	\$0.00	\$0.00	127
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	COUNTY LINE STONE CO, INC. 145112 Type 1 Stone (124.16 Tons) - for Road Repairs	8/17/2022	Vendor#: 579	\$2,359.04	\$0.00	\$0.00	51
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	MIDLAND ASPHALT MATERIALS 67771 Chipseal various roads with CRS-2P & rented Chip Spreader/Roller (per HWY 284 Agreement)	8/17/2022	Vendor#: 549	\$221,790.39	\$0.00	\$0.00	1
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	KURK FUEL COMPANY 628297 2000 Gallons of Gas (\$3.5159/gallon)	8/17/2022	Vendor#: 17	\$7,031.80	\$0.00	\$0.00	83
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	NOCO ENERGY CORP. SP12388596 2,000 Gallons of Diesel (\$3.7569/gallon)	8/17/2022	Vendor#: 543	\$7,513.80	\$0.00	\$0.00	84
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 84010214MB 09F21HB-9.5MM<0.3 402.09 Stone for Drainage (36.38 Tons) + 19F21HB-19MM<0.3 402.19R Stone (5.00 Ton)	8/17/2022	Vendor#: 212	\$3,382.66	\$0.00	\$0.00	86
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 82004327MB 09F21HB-9.5MM<0.3 402.09 Stone for Drainage (13.01 Tons)	8/17/2022	Vendor#: 212	\$1,151.79	\$0.00	\$0.00	53
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 82004292MB 09F21HB-9.5MM<0.3 402.09 Stone for Drainage (35.85 Tons)	8/17/2022	Vendor#: 212	\$3,057.68	\$0.00	\$0.00	55
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Linde Gas & Equipment Inc. 30225906 Acetylene & Oxygen Cylinders 6/20/22 - 7/20/22	8/17/2022	Vendor#: 2009	\$119.32	\$0.00	\$0.00	54
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 133580 Expanded Metal 21" x 31"	8/17/2022	Vendor#: 134	\$25.00	\$0.00	\$0.00	85
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	CYNCON EQUIPMENT INC. 899333 Wafer Brooms, Freight	8/17/2022	Vendor#: 1142	\$635.78	\$0.00	\$0.00	82
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY July 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #159900	8/17/2022	Vendor#: 774	\$10.66	\$0.00	\$0.00	96

**Town of Boston  
Journal Proof Report  
Fiscal Year: 2022**

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	NORTHERN SUPPLY, INC. 107411 10x32" Combo Conv Wafer	8/17/2022	Vendor#: 130	\$768.00	\$0.00	\$0.00	91	
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 50009673MB Abrasive Sand for Winter (168.29 Tons)	8/17/2022	Vendor#: 212	\$1,741.81	\$0.00	\$0.00	150	
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBS of WNY 222060000395 Health Insurance Premiums 8/1/22 - 8/31/22	8/17/2022	Vendor#: 1378	\$5,030.96	\$0.00	\$0.00	109	
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 011437 Employee Funded Supplemental Health Ins. - July 2022	8/17/2022	Vendor#: 1887	\$459.58	\$0.00	\$0.00	49	
H00-0600-0000-0000	ACCOUNTS PAYABLE	Fund H00 AP Account	8/17/2022	Fund H00 AP Account	\$0.00	\$49,862.43	\$0.00	162	
H00-8340-0200-0001	BOSTON STATE ROAD WATER MAIN REPLACEMENT	Clarke Patterson Lee 81397 Project #16013.00 - Boston Road Water Main - Services Ending 2/28/22	8/17/2022	Vendor#: 1918	\$1,684.80	\$0.00	\$0.00	159	
H00-8340-0200-0001	BOSTON STATE ROAD WATER MAIN REPLACEMENT	Clarke Patterson Lee 83875 Project #16013.00 - Boston Road Water Main - Services Ending 7/1/22	8/17/2022	Vendor#: 1918	\$2,526.40	\$0.00	\$0.00	13	
H00-8340-0200-0001	BOSTON STATE ROAD WATER MAIN REPLACEMENT	NEW FRONTIER EXCAV & PAVING Pay App. 3 Boston Water Main Replacement - Project 16013.00 - Costs through 6/24/22	8/17/2022	Vendor#: 1452	\$18,151.23	\$0.00	\$0.00	142	
H00-8340-0200-0003	WATERLINE REPLACEMENTS - PHASE 1	Clarke Patterson Lee 83869 Project #16751.00 - Design of 10,770 ft. Water Main - Services Ending 7/1/22	8/17/2022	Vendor#: 1918	\$27,500.00	\$0.00	\$0.00	11	
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	8/17/2022	Fund L30 AP Account	\$0.00	\$1,109.13	\$0.00	167	
L30-5182-0401-0000	CONTRACTS	NYSEG 7/22 - Acct. #1001-3627- 418 Acct. #1001-3627-418 - St. Light Dist. 1, R3 (1469 kwh)	8/17/2022	Vendor#: 37	\$1,034.26	\$0.00	\$0.00	122	
L30-5182-0401-0000	CONTRACTS	NYSEG 7/22 - Acct. #1001-3627- 400 Acct. #1001-3627-400 - St. Light Dist. 1, R2 (292 kwh)	8/17/2022	Vendor#: 37	\$74.87	\$0.00	\$0.00	123	
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	8/17/2022	Fund SF0 AP Account	\$0.00	\$105.00	\$0.00	166	
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 492706 North Boston Fire Co. - Respirator Tests (7/19/22)	8/17/2022	Vendor#: 1499	\$50.00	\$0.00	\$0.00	78	
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 492884 Boston Fire Dept. - Respirator Tests (7/21/22)	8/17/2022	Vendor#: 1499	\$55.00	\$0.00	\$0.00	79	
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	8/17/2022	Fund SG0 AP Account	\$0.00	\$69,414.18	\$0.00	165	



**Town of Boston  
Journal Proof Report  
Fiscal Year: 2022**

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018306-1342-6 July 2022 Curb Service & Hazardous Waste Collection / June 2022 Recycling Rebate (21.66 tons)	8/17/2022	Vendor#: 432	\$0.00	\$175.34	\$0.00	75	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018306-1342-6 July 2022 Curb Service & Hazardous Waste Collection / June 2022 Recycling Rebate (21.66 tons)	8/17/2022	Vendor#: 432	\$62,605.40	\$0.00	\$0.00	76	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018306-1342-6 July 2022 Curb Service & Hazardous Waste Collection / June 2022 Recycling Rebate (21.66 tons)	8/17/2022	Vendor#: 432	\$6,984.12	\$0.00	\$0.00	77	
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	8/17/2022	Fund SM0 AP Account	\$0.00	\$1,496.74	\$0.00	164	
SM0-4540-0400-0000	CONTRACTUAL	ERIE COUNTY WATER AUTHORITY Q2 2022 - Acct. #12810600-7 Acct. #12810600-7 - Boston EMS (April - June 2022)	8/17/2022	Vendor#: 96	\$222.33	\$0.00	\$0.00	30	
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 7/22 - Acct. #1001-6047- 341 Acct. #1001-6047-341 - Boston EMS Building (1404 kwh)	8/17/2022	Vendor#: 37	\$220.44	\$0.00	\$0.00	39	
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 493354 Boston EMS - TB Test (8/1/22)	8/17/2022	Vendor#: 1499	\$23.00	\$0.00	\$0.00	80	
SM0-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 8/2022 - Acct. #3237466 06 Acct. #3237466 06 - EMS Building - August 2022 (31 CCF)	8/17/2022	Vendor#: 726	\$31.52	\$0.00	\$0.00	93	
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. July 2022 - EMS July 2022 - EMS Gas (148.8 gallons) & Diesel (78.4 gallons)	8/17/2022	Vendor#: 90	\$804.45	\$0.00	\$0.00	90	
SM0-4540-0400-0000	CONTRACTUAL	Certified Pest Solutions 27820 (7918) Special Call - Set traps for Chipmunk - EMS Building	8/17/2022	Vendor#: 1811	\$195.00	\$0.00	\$0.00	100	
TA0-0600-0000-0000	ACCOUNTS PAYABLE	Fund TA0 AP Account	8/17/2022	Fund TA0 AP Account	\$0.00	\$125.00	\$0.00	163	
TA0-1000-0080-0000	Dog Shelter Fees	Eden Veterinary Clinic, PLLC 2260919 7/17/22 - Brown Pitbull - Boarding Fee (2 days)	8/17/2022	Vendor#: 1860	\$50.00	\$0.00	\$0.00	26	
TA0-1000-0080-0000	Dog Shelter Fees	Eden Veterinary Clinic, PLLC 2261182 7/21/22 - Black Pitbull - Boarding Fee (2 days), Rabies Charge	8/17/2022	Vendor#: 1860	\$75.00	\$0.00	\$0.00	27	
Total Number of 167 Transactions			No Errors		\$444,815.37	\$444,815.37	\$0.00		

AP - 3370 Summary By Fund Number

Fund	Debit	Credit	ENCLIQ
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## August 17, 2022 - A B S T R A C T – 2022 Payables

Town of Boston  
Journal Proof Report  
Fiscal Year: 2022

Created By: epericak

Journal Number: AP - 3370		Journal Desc: AP Batch 31		Journal Date: 8/17/2022		Account Period: 8 - Aug		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00	\$58,944.81	\$58,944.81	\$0.00						
DB0	\$263,582.74	\$263,582.74	\$0.00						
H00	\$49,862.43	\$49,862.43	\$0.00						
L30	\$1,109.13	\$1,109.13	\$0.00						
SF0	\$105.00	\$105.00	\$0.00						
SG0	\$69,589.52	\$69,589.52	\$0.00						
SM0	\$1,496.74	\$1,496.74	\$0.00						
TA0	\$125.00	\$125.00	\$0.00						
<b>Total</b>	<b>\$444,815.37</b>	<b>\$444,815.37</b>	<b>\$0.00</b>						

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK \_\_\_\_\_ DATE \_\_\_\_\_

# TOWN OF BOSTON DOG CONTROL OFFICER REPORT

RECEIVED  
BOSTON DOG CONTROL CLERK  
2022 AUG -2 PM 2:29

MONTH OF: \_\_\_\_\_

July 2022

Dates of Month

1st Week    2nd Week    3rd Week    4th Week    TOTALS  
1st-7th    8th- 14th    15th- 21st    22nd- 31st

Phone Calls Received	2	8	7	14	31
Phone Calls Returned	2	8	7	14	31
<del>Census</del> Personal Calls Made	56	25	—	—	81
# Miles Patrolled	—	—	—	—	0
# of Gallon gas used					
# of alive dogs Picked up	0	1	2	0	3
# of dead dogs Picked up	0	0	0	0	0
# of dogs Released to owner	0	0	2	1	3
***Fines Collected	0				
# of dogs euthenized	0	0	0	0	0
# of dogs adopted	0	0	0	0	0
# of dogs impounded	0	1	2	0	3

Signature of Dog Control Officer \_\_\_\_\_

T. S. Henry

Date Submitted: 8-2-22

\*\*\*Total Fines Collected for Month : \_\_\_\_\_

Submitted Fines to Bookkeeper: \_\_\_\_\_

Date: \_\_\_\_\_

Receipt# \_\_\_\_\_

# TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

JULY, 2022

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>7</u>	DECALS	<u>9.40</u>
<u>2</u>	MARRIAGE LICENSES NO. 22008 TO 22009	<u>35.00</u>
<u>5</u>	DEATH CERTIFICATES	<u>50.00</u>
<u>2</u>	MARRIAGE CERTIFICATES	<u>20.00</u>
<u>10</u>	FAXES	<u>2.50</u>

**TOTAL TOWN CLERK FEES 116.90**

## A1550

<u>3</u>	DISPOSITION OF DOG	<u>75.00</u>
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**TOTAL A1550 75.00**

## A2025

<u>3</u>	USE OF FACILITY FEES	<u>225.00</u>
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**TOTAL A2025 225.00**

## A2110

<u>2</u>	VARIANCE	<u>300.00</u>
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**TOTAL A2110 300.00**

## A2544

<u>83</u>	DOG LICENSES	<u>735.00</u>
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**TOTAL A2544 735.00**

## A2555

<u>6</u>	BUILDING PERMITS	<u>856.00</u>
<u>1</u>	CERTIFICATE OF OCCUPANCY	<u>25.00</u>
<u>2</u>	PLANNING BD SUB DIV REV	<u>400.00</u>
<u>9</u>	TELECOM FACILITY	<u>9,000.00</u>

**TOTAL A2555 10,281.00**

## A2770

<u>7</u>	<i>Eden Vet Clinic</i> MISCELLANEOUS REVENUE	<u>225.00</u>
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**TOTAL A2770 225.00**

## SR2130

<u>1</u>	REFUSE & GARBAGE	<u>127.34</u>
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**TOTAL SR2130 127.34**

# TOWN CLERK'S MONTHLY REPORT

JULY, 2022

page 2

## DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	11,957.90
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	127.34
PAID TO NYSDEC FOR DECALS	160.60
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	124.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	45.00

### TOTAL DISBURSEMENTS

12,414.84

AUGUST 1, 2022



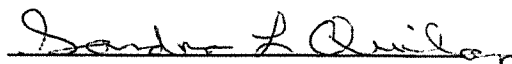
JASON KEDING

, SUPERVISOR

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

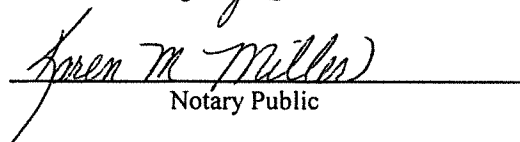
I, SANDRA QUINLAN, being duly sworn, says that I am the Clerk of the TOWN OF BOSTON that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and sworn to before me this



Town Clerk

2<sup>nd</sup> day of August 2022



Notary Public

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



**Town of Boston**  
**Income Statement: 2022**  
**For the Period Ending 7/31/22**

General					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<b>Revenues</b>					
A00-1001-0000-0000	REAL PROPERTY TAXES	\$ 162,814	\$ 162,814	\$ 162,814	100.00%
A00-1030-0000-0000	SPECIAL ASSESSMENTS	1,800	1,800	2,832	157.31%
A00-1090-0000-0000	INT. & PENALTIES REAL PROP. TAX	12,200	12,200	14,297	117.19%
A00-1120-0000-0000	NONPROPERTY TAX DISTRIB BY CTY	875,000	875,000	447,297	51.12%
A00-1170-0000-0000	FRANCHISES	120,000	120,000	31,515	26.26%
A00-1255-0000-0000	CLERK FEES	3,200	3,200	1,544	48.24%
A00-1550-0000-0000	DOG CONTROL FEES	150	150	25	16.67%
A00-1972-0000-0000	PROGRAM FOR AGING	700	700	754	107.75%
A00-2001-0000-0000	PARK & RECREATION INCOME	7,000	7,000	3,643	52.05%
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000	675	67.50%
A00-2089-0000-0000	CULTURAL & REC INCOME	-	-	-	100.00%
A00-2110-0000-0000	ZONING INCOME	2,500	2,500	1,950	78.00%
A00-2401-0000-0000	INTEREST AND EARNINGS	8,000	8,000	1,981	24.76%
A00-2410-0000-0000	RENT / REAL PROP INCOME	88,800	88,800	44,400	50.00%
A00-2420-0000-0000	NATURAL GAS LEASES & ROYALTIES	500	500	507	101.32%
A00-2530-0000-0000	GAMES OF CHANCE INCOME	-	-	257	100.00%
A00-2544-0000-0000	DOG LICENSES	4,100	4,100	2,763	67.39%
A00-2545-0000-0000	LICENSES- OTHER	300	300	300	100.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	18,200	18,200	9,872	54.24%
A00-2590-0000-0000	OTHER PERMIT INCOME	2,500	2,500	170	6.80%
A00-2610-0000-0000	FINES/FORFEITED BAIL	165,000	165,000	81,269	49.25%
A00-2665-0000-0000	SALE OF EQUIPMENT	-	-	1,090	100.00%
A00-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
A00-2701-0000-0000	REFUND-PRIOR YR EXPENDITURE	-	-	972	100.00%
A00-2705-0000-0000	GIFTS AND DONATIONS	-	-	-	100.00%
A00-2750-0000-0000	AIM-RELATED PAYMENTS	49,689	49,689	-	0.00%
A00-2770-0000-0000	OTHER UNCLASSIFIED REVENUES	-	-	-	100.00%
A00-3001-0000-0000	STATE AID - PER CAPITA	-	-	-	100.00%
A00-3005-0000-0000	STATE AID - MORTGAGE TAX	215,000	215,000	130,758	60.82%
A00-3089-0000-0000	STATE AID- OTHER	-	-	-	100.00%
A00-3809-0000-0000	GEN GOVT GRANTS	-	-	-	100.00%
A00-3897-0000-0000	CULTURAL GRANTS	-	-	2,500	100.00%
A00-4089-0000-0000	FEDERAL AID-OTHER	-	-	35,499	100.00%
A00-4910-1000-0000	FEDERAL AID - COMMUNITY DEVELOPMENT BLOCK GRANT	-	-	-	100.00%
		<b>\$ 1,738,453</b>	<b>\$ 1,738,453</b>	<b>\$ 979,682</b>	
<b>Expenditures</b>					
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 36,400	\$ 36,400	\$ 21,233	58.33%
A00-1010-4000-0000	TOWN BD-CONTR	4,000	4,000	1,193	29.83%
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	118,569	118,569	69,340	58.48%
A00-1110-2000-0000	JUSTICE - EQUIP	1,000	1,000	-	0.00%
A00-1110-4000-0000	TOWN JUSTICE-CONTR	5,500	5,500	2,251	40.93%
A00-1220-0100-0000	SUPERVISOR- PER SVC	136,952	136,952	79,018	57.70%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	238	23.80%
A00-1220-0400-0000	SUPERVISOR- CONTR	5,000	5,000	1,507	30.14%
A00-1320-0402-0000	SPECIAL AUDITS	4,000	4,000	1,900	47.50%
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	5,000	5,000	1,728	34.55%
A00-1321-0401-0000	ACCOUNTING FEES	5,000	5,000	1,874	37.48%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,640	3,640	2,100	57.69%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	70,267	70,267	38,928	55.40%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,806	806	44.65%
A00-1355-0401-0000	ASSESSOR- CONTR	4,000	4,000	1,728	43.20%
A00-1410-0100-0000	TOWN CLERK- PER SVC	107,095	107,095	61,133	57.08%
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,000	1,000	-	0.00%
A00-1410-0401-0000	TOWN CLERK- CONTR	4,000	4,000	2,111	52.76%
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	16,852	16,852	9,830	58.33%
A00-1420-0401-0000	ATTORNEY- CONTR	37,414	37,414	10,485	28.02%
A00-1430-4000-0000	PERSONNEL- CONTR	6,500	6,500	3,750	57.69%
A00-1440-0400-0000	ENGINEER- CONTR	50,000	70,700	25,794	36.48%
A00-1460-0100-0000	RECORDS MGT- PER SVC	250	250	-	0.00%
A00-1460-0200-0000	RECORDS MGT- EQUIP	8,600	8,600	-	0.00%
A00-1460-0401-0000	RECORDS MGT- CONTR	1,000	1,000	276	27.59%
A00-1620-0101-0000	BUILDINGS -PER SVC	18,497	18,497	6,416	34.69%
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	53,695	3,695	6.88%
A00-1620-0400-0000	BUILDINGS- CONTR	90,000	90,000	46,502	51.67%
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	15,000	15,000	4,769	31.79%
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	10,000	10,000	1,195	11.95%
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	10,000	10,000	6,685	66.85%
A00-1650-0200-0000	CENTR COMM- EQUIP	3,000	3,000	-	0.00%
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	30,000	30,000	20,910	69.70%
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	15,500	15,500	9,979	64.38%
A00-1910-0000-0000	UNALLOCATED INSURANCE	75,000	75,000	72,118	96.16%
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	4,200	4,200	2,350	55.95%
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	600	600	322	53.60%
A00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	3,750	3,750	3,866	103.09%
A00-1989-0400-0000	OTHER GENERAL GOVT SUPPORT	16,500	16,500	9,625	58.33%
A00-1990-0000-0000	CONTINGENT ACCOUNT	20,000	20,000	-	0.00%
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	5,000	5,000	2,792	55.85%
A00-3510-0100-0000	DOG CONTROL- PER SVC	13,706	13,706	7,995	58.33%
A00-3510-0200-0000	DOG CONTROL- EQUIP	1,000	1,000	-	0.00%
A00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	1,080	54.00%

A00-3620-0100-0000	SAFETY INSPECT-PER SVC	73,151	73,151	29,190	39.90%
A00-3620-0200-0000	SAFETY INSPECT- EQUIP	1,000	1,000	932	93.19%
A00-3620-0400-0000	SAFETY INSPECT- CONTR	2,500	2,500	1,376	55.05%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	90,927	90,927	51,864	57.04%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	3,500	3,500	1,950	55.72%
A00-5132-0400-0000	GARAGE-CONTR	26,000	26,000	10,862	41.78%
A00-5182-0400-0000	STREET LIGHTING-CONTR	25,000	25,000	10,130	40.52%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	32,765	32,765	16,679	50.91%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	7,500	7,500	867	11.56%
A00-7110-0100-0000	PARKS- PER SVC	126,839	126,839	54,444	42.92%
A00-7110-0201-0000	EQUIPMENT	50,000	50,000	-	0.00%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	5,783	23.13%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,600	2,600	1,500	57.69%
A00-7270-0400-0000	BAND CONCERTS- CONTR	6,000	6,000	6,065	101.09%
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	75,000	75,000	75,000	100.00%
A00-7510-0100-0000	TOWN HISTORIAN-PER SVC	3,692	3,692	2,154	58.33%
A00-7510-0401-0000	HISTORIAN- CONTR	500	500	389	77.80%
A00-7520-0400-0000	HISTORIAN PROP-CONTR	3,000	3,000	-	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	20,000	4,946	24.73%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	14,000	14,000	7,027	50.19%
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	14,000	14,000	5,643	40.31%
A00-7989-0400-0000	OTHER CULTURE/REC- CONTR	2,000	2,000	1,000	50.00%
A00-8010-0100-0000	ZONING- PER SVC	7,935	7,935	1,578	19.88%
A00-8010-0400-0000	ZONING-CONTR	9,000	9,000	891	9.90%
A00-8020-0100-0000	PLANNING-PER SVC	5,472	5,472	807	14.75%
A00-8020-0400-0000	PLANNING- CONTR	6,000	6,000	2,430	40.50%
A00-8410-0200-0000	ELECTRIC & POWER - EQUIP	-	-	-	100.00%
A00-8510-0400-0000	COMMUNITY BEAUTIFICATION-CONTR	250	250	-	0.00%
A00-8540-0400-0000	DRAINAGE-CONTR	15,000	15,000	-	0.00%
A00-8710-0100-0000	CONSERVATION-PER SVC	3,010	3,010	319	10.60%
A00-8710-0400-0000	CONSERVATION- CONTR	5,900	5,900	2,334	39.56%
A00-8745-0400-0000	FLOOD & EROSION CONTROL-CONTRA	15,000	15,000	-	0.00%
A00-8810-0100-0000	CEMETERY- PER SVC.	300	300	-	0.00%
A00-8810-0400-0000	CEMETERY-CONTRACTUAL	610	610	-	0.00%
A00-8989-0400-0000	OTHER HOME/COM SVC-CONTR	80,000	80,000	-	0.00%
A00-9010-0800-0000	STATE RETIREMENT	90,000	90,000	21,835	24.26%
A00-9030-0800-0000	SOCIAL SECURITY	67,000	67,000	34,800	51.94%
A00-9040-0800-0000	WORKERS' COMPENSATION	14,000	14,000	12,063	86.17%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	5,000	5,000	2,599	51.99%
A00-9055-0800-0000	DISABILITY INSURANCE	500	500	553	110.53%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	75,000	75,000	32,291	43.05%
A00-9730-0600-0000	BAN PRINCIPAL	40,000	40,000	40,000	100.00%
A00-9730-0700-0000	BAN INTEREST	22,760	22,760	11,680	51.32%
A00-9950-0900-0000	TRANSFERS TO CAPITAL PROJECTS FUND	-	-	35,499	100.00%
		\$ 2,086,503	\$ 2,111,704	\$ 1,025,001	

Highway					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
DB0-1001-0000-0000	REAL PROPERTY TAX	\$ 844,769	\$ 844,769	\$ 844,769	100.00%
DB0-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY	250,000	250,000	250,000	100.00%
DB0-2401-0000-0000	INTEREST AND EARNINGS	4,000	4,000	972	24.30%
DB0-2650-0000-0000	SALE OF SCRAP	-	-	891	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT	-	-	2,835	100.00%
DB0-2680-0000-0000	INSURANCE RECOVERIES	-	5,279	5,279	100.00%
DB0-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES	-	-	-	100.00%
DB0-2709-0000-0000	EMPLOYEES CONTRIBUTIONS	-	-	-	100.00%
DB0-2770-0000-0000	OTHER UNCLASSIFIED	-	-	-	100.00%
DB0-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS	2,000	2,000	364	18.22%
DB0-2801-0000-0000	INTERFUND REVENUES	80,000	80,000	-	0.00%
DB0-3501-0000-0000	STATE AID	159,975	249,691	35,174	14.09%
		\$ 1,340,744	\$ 1,435,739	\$ 1,140,284	
<i>Expenditure</i>					
DB0-5110-0100-0000	GENERAL REPAIRS-PER SVC	\$ 208,535	\$ 208,535	\$ 120,467	57.77%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	208,926	20,399	9.76%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	42,000	67,000	30,156	45.01%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	30,000	30,000	28,881	96.27%
DB0-5112-0200-0000	CAPITAL OUTLAY	159,975	249,691	89,715	35.93%
DB0-5130-0200-0000	MACHINERY- EQUIPMENT	185,500	353,017	167,517	47.45%
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	70,000	70,000	32,862	46.95%
DB0-5140-0100-0000	BRUSH & WEEDS-PER SVC (General Fund to Reimb)	43,238	43,238	6,234	14.42%
DB0-5140-0101-0000	BRUSH & WEEDS-PER SVC (HWY Right of Way Work)	\$0.00	\$0.00	\$2,701.62	100.00%
DB0-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL	5,000	5,000	-	0.00%
DB0-5142-0100-0000	SNOW REMOVAL-PER SVC	183,763	183,763	91,448	49.76%
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	130,000	130,000	37,444	28.80%
DB0-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS	-	-	-	100.00%
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	-	-	-	100.00%
DB0-9010-0800-0000	STATE RETIREMENT	60,000	60,000	13,960	23.27%
DB0-9030-0800-0000	SOCIAL SECURITY	34,000	34,000	16,507	48.55%
DB0-9040-0800-0000	WORKERS' COMPENSATION	40,000	40,000	37,610	94.03%
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	80,000	80,000	32,763	40.95%
		\$ 1,475,658	\$ 1,763,170	\$ 728,666	

Water #1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HA0-1001-0000-0000	REAL PROPERTY TAX	\$ 115,307	\$ 115,307	\$ 115,307	100.00%
HA0-2401-0000-0000	INTEREST EARNINGS	150	150	61	40.67%
HA0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
		<b>\$ 115,457</b>	<b>\$ 115,457</b>	<b>\$ 115,368</b>	
<i>Expenditure</i>					
HA0-8340-0400-0000	CONTRACTUAL	\$ 70,548	\$ 70,548	\$ 29,748	42.17%
HA0-9730-0600-0000	BAN'S- PRINCIPAL	42,004	42,004	42,003	100.00%
HA0-9730-0700-0000	BAN'S- INTEREST	2,905	2,905	2,905	99.99%
		<b>\$ 115,457</b>	<b>\$ 115,457</b>	<b>\$ 74,656</b>	

Water #2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HB0-1001-0000-0000	REAL PROPERTY TAX	\$ 51,571	\$ 51,571	\$ 51,571	100.00%
HB0-2401-0000-0000	INTEREST & EARNINGS	250	250	66	26.25%
		<b>\$ 51,821</b>	<b>\$ 51,821</b>	<b>\$ 51,637</b>	
<i>Expenditure</i>					
HB0-8340-0400-0000	CONTRACTUAL	\$ 23,146	\$ 23,146	\$ 13,025	56.27%
HB0-9730-0600-0000	BAN'S - PRINCIPAL	28,140	28,140	28,140	100.00%
HB0-9730-0700-0000	BAN INTEREST	535	535	535	99.96%
		<b>\$ 51,821</b>	<b>\$ 51,821</b>	<b>\$ 41,700</b>	

Water #3					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HCO-1001-0000-0000	REAL PROPERTY TAX	\$ 256,730	\$ 256,730	\$ 257,372	100.25%
HCO-2401-0000-0000	INTEREST AND EARNINGS	1,500	1,500	461	30.72%
		<b>\$ 258,230</b>	<b>\$ 258,230</b>	<b>\$ 257,833</b>	
<i>Expenditure</i>					
HCO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 47	100.00%
HCO-8340-0400-0000	CONTRACTUAL	30,452	30,452	17,045	55.97%
HCO-9730-0600-0000	BAN'S- PRINCIPAL	111,600	111,600	111,600	100.00%
HCO-9730-0700-0000	BAN INTEREST	116,178	116,178	125,542	108.06%
		<b>\$ 258,230</b>	<b>\$ 258,230</b>	<b>\$ 254,234</b>	

Water Ext 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HDO-1001-0000-0000	REAL PROPERTY TAX	\$ 3,001	\$ 3,001	\$ 3,001	100.00%
HDO-2401-0000-0000	INTEREST AND EARNINGS	100	100	29	29.11%
		<b>\$ 3,101</b>	<b>\$ 3,101</b>	<b>\$ 3,030</b>	
<i>Expenditure</i>					
HDO-8340-0400-0000	CONTRACTS	\$ 3,101	\$ 3,101	\$ 687	22.16%
		<b>\$ 3,101</b>	<b>\$ 3,101</b>	<b>\$ 687</b>	

Water Ext 2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HE0-1001-0000-0000	REAL PROPERTY TAX	\$ 29,076	\$ 29,076	\$ 29,076	100.00%
HE0-2401-0000-0000	INTEREST AND EARNINGS	250	250	66	26.29%
		<b>\$ 29,326</b>	<b>\$ 29,326</b>	<b>\$ 29,142</b>	
<i>Expenditure</i>					
HE0-8340-0400-0000	CONTRACTUAL	\$ 9,007	\$ 9,007	\$ -	0.00%
HE0-9730-0600-0000	BAN- PRINCIPLE	19,940	19,940	19,940	100.00%
HE0-9730-0700-0000	BAN INTEREST	379	379	379	99.94%
		<b>\$ 29,326</b>	<b>\$ 29,326</b>	<b>\$ 20,319</b>	

Water #3 Ext. 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HFO-1001-0000-0000	REAL PROPERTY TAX	\$ 10,978	\$ 10,978	\$ 10,978	100.00%
HFO-2401-0000-0000	INTEREST AND EARNINGS	75	75	23	30.07%
		<b>\$ 11,053</b>	<b>\$ 11,053</b>	<b>\$ 11,001</b>	
<i>Expenditure</i>					
HFO-8340-0400-0000	CONTRACTUAL	\$ 2,878	\$ 2,878	\$ -	0.00%
HFO-9730-0600-0000	PRINC PMTS- BANS	6,250	6,250	6,250	100.00%
HFO-9730-0700-0000	INTEREST PMTS. BANS	1,925	1,925	1,925	100.00%
		<b>\$ 11,053</b>	<b>\$ 11,053</b>	<b>\$ 8,175</b>	

Capital Projects					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
H00-5031-0000-0000	INTERFUND TRANSFERS	\$ -	\$ -	\$ 35,499	100.00%
		\$ -	\$ -	\$ 35,499	
<i>Expenditure</i>					
H00-7110-0200-0001	NORTH BOSTON PARK SHELTER	\$ -	\$ -	\$ 23,023	100.00%
H00-8340-0200-0001	BOSTON STATE ROAD WATER MAIN REPLACEMENT	-	-	403,707	100.00%
		\$ -	\$ -	\$ 403,707	

Lighting					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
L30-1001-0000-0000	REAL PROPERTY TAX	\$ 13,951	\$ 13,951	\$ 13,951	100.00%
L30-2401-0000-0000	INTEREST AND EARNINGS	75	75	18	23.85%
		\$ 14,026	\$ 14,026	\$ 13,969	
<i>Expenditure</i>					
L30-5182-0401-0000	CONTRACTS	\$ 14,026	\$ 14,026	\$ 5,968	42.55%
		\$ 14,026	\$ 14,026	\$ 5,968	

Fire					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SFO-1001-0000-0000	REAL PROPERTY TAX	\$ 778,709	\$ 778,709	\$ 778,709	100.00%
SFO-1120-0000-0000	NONPROPERTY TAX DIST	25,000	25,000	25,000	100.00%
SFO-2401-0000-0000	INTEREST EARNINGS	1,500	1,500	378	25.23%
		\$ 805,209	\$ 805,209	\$ 804,087	
<i>Expenditure</i>					
SFO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 104	100.00%
SFO-3410-0401-0000	CONTRACTS	624,127	624,127	595,642	95.44%
SFO-9025-0800-0000	SERVICE AWARDS PROGRAM	200,000	393,189	193,189	49.13%
SFO-9040-0800-0000	WORKERS COMP INSURANCE	15,000	15,000	12,005	80.03%
		\$ 839,127	\$ 1,032,316	\$ 800,940	

Refuse					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SG0-1001-0000-0000	REAL PROPERTY TAX	\$ 797,640	\$ 797,640	\$ 797,640	100.00%
SG0-2130-0000-0000	REFUSE AND GARBAGE CHARGES	1,200	1,200	373	31.04%
SG0-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	341	34.10%
		\$ 799,840	\$ 799,840	\$ 798,353	
<i>Expenditure</i>					
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 799,840	\$ 799,840	\$ 385,162	48.15%
		\$ 799,840	\$ 799,840	\$ 385,162	

Ambulance					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SM0-1001-0000-0000	REAL PROPERTY TAX	\$ 100,134	\$ 100,134	\$ 100,134	100.00%
SM0-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	50,000	50,000	50,000	100.00%
SM0-2401-0000-0000	INTEREST INCOME	200	200	146	73.18%
		\$ 150,334	\$ 150,334	\$ 150,280	
<i>Expenditure</i>					
SM0-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 13	100.00%
SM0-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	40,000	40,000	-	0.00%
SM0-4540-0400-0000	CONTRACTUAL	70,910	70,910	54,020	76.18%
SM0-9025-0800-0000	LOCAL PENSION FUND	19,000	19,000	12,463	65.59%
SM0-9040-0800-0000	WORKER'S COMP	6,000	6,000	5,512	91.86%
SM0-9730-0600-0000	BAN'S PRINCIPAL	12,991	12,991	-	0.00%
SM0-9730-0700-0000	BAN'S INTEREST	1,433	1,433	-	0.00%
		\$ 150,334	\$ 150,334	\$ 72,008	

# Friends of the Boston Library Inc.

RECEIVED  
BOSTON TOWN CLERK

2022 AUG -1 PM 3:01



PO Box 200, Boston, NY 14025  
716.941.3516  
bos@buffalolib.org

8500 Boston State Road  
Boston, NY 14025

July 26, 2022

Dear Town of Boston Officials,

On behalf of myself, the staff, and the Friends of the Boston Library, I wish to extend our sincere gratitude to you for providing the library with the use of the Lions Shelter for our Fundraiser!

The 2022 Summer Fundraiser surpassed our previous events in both attendance and proceeds. The new location allowed the library to plan a much larger scale community event this year, and we are so grateful for your contribution and support.

Because of the generosity and commitment to the library from local officials, businesses, and patrons, the fundraiser was a success. Funds raised will help ensure that our library continues to thrive in its ability to serve our community.

Thank you for your continued and enthusiastic support!

Sincerely,

Lydia Herren, Director



## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 01/01/2022 to 01/31/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Jan-2022	Total
EMS	EMS	52	52
EMS-AA	EMS Auto Accident	5	5
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		60	60

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 02/01/2022 to 02/28/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Feb-2022	Total
EMS	EMS	44	44
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		48	48

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 03/01/2022 to 03/31/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Mar-2022	Total
EMS	EMS	50	50
EMS-AA	EMS Auto Accident	4	4
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		54	54



## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 4/1/2022 to 4/30/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Apr-2022	Total
EMS	EMS	47	47
EMS-AA	EMS Auto Accident	4	4
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		53	53

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 5/1/2022 to 5/31/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	May-2022	Total
EMS	EMS	61	61
EMS-AA	EMS Auto Accident	5	5
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		70	70

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 01/01/2022 to 01/31/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Jan-2022	Total
EMS	EMS	3	3
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	4	4
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		10	10

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 02/01/2022 to 02/28/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Feb-2022	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		3	3

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 03/01/2022 to 03/31/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Mar-2022	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		8	8

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 4/1/2022 to 4/30/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Apr-2022	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		8	8

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 5/1/2022 to 5/31/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	May-2022	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		8	8

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 01/01/2022 to 01/31/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Jan-2022	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		6	6



## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 02/01/2022 to 02/28/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Feb-2022	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		8	8

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 03/01/2022 to 03/31/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Mar-2022	Total
EMS	EMS	2	2
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		4	4

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 4/1/2022 to 4/30/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Apr-2022	Total
EMS	EMS	4	4
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		9	9

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 5/1/2022 to 5/31/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	May-2022	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	4	4
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		10	10

## Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 01/01/2022 to 01/31/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Jan-2022	Total
EMS	EMS	9	9
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		14	14

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 02/01/2022 to 02/28/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Feb-2022	Total
EMS	EMS	12	12
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		15	15

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 03/01/2022 to 03/31/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Mar-2022	Total
EMS	EMS	7	7
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		11	11

## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 4/1/2022 to 4/30/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Apr-2022	Total
EMS	EMS	12	12
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		19	19



## Dispatch Call Type Summary

This Report uses the NFIRS History  
Hamburg Public Safety Dispatch

Date Range: From 5/1/2022 to 5/31/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	May-2022	Total
EMS	EMS	15	15
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	3	3
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		23	23

August 2, 2022

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

Dear Supervisor Keding:

Enclosed is the January 1, 2022 Annual Report for the Town of Boston Fire Protection District Service Award Program. The program contribution due in 2022 to the Trust Fund is \$397,518. Please read the Special Commentary in the Annual Report for information on the Program's funding progress. The program continues to be underfunded putting future benefits for participants in jeopardy.

Since 2014, the Town has not met the actuarially determined contribution. The accumulated underfunding amounts to over \$1.3 million. If this persistent underfunding continues to go unaddressed, we expect the plan's funded status (only 46% as of January 1, 2022) will continue to decline. We urge the Town to increase its future contributions in order to meet the funding obligation for the program.

We continue to see downward pressure on return expectations across all major asset classes; therefore, we are cautioning clients that a reduction to the long-term rate of return assumption used in our cost calculation may be necessary next year unless market forecasts improve during 2022. The Town may want to increase the program budget in anticipation of this potential adjustment. Please read the enclosed Annual Report Commentary for more information.

- Enclosed are six copies of the Executive Summary, which extracts important report information. Please provide each Town Board member with a copy of the Executive Summary and review the material carefully.
- We have also drafted a notice of forfeiture letter to the participants who have been forfeited on December 31, 2021. We recommend that an authorized representative sign and send these letters on Town letterhead.
- Also enclosed is a set of participant statements for the Town's records. Two sets of statements were also mailed to the fire companies for distribution to the participants.

An invoice for our fees will be mailed separately.

If you would like to have a representative from Penflex meet with the Town Board to review the enclosed Annual Report and discuss the issues therein, please contact our office.

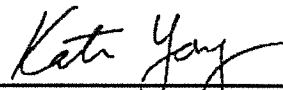
Thank you for the opportunity to serve the Town of Boston and its volunteers.

Sincerely,



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Eric Veletzos, FSA, EA, MAAA  
Senior Pension Actuary  
eveletzos@penflexinc.com



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Kati Young, ASA, EA, MAAA  
Managing Actuary  
kyoung@penflexinc.com

Enclosures

# ANNUAL REPORT

## TOWN OF BOSTON FIRE PROTECTION DISTRICT SERVICE AWARD PROGRAM

ACTUARIAL VALUATION  
AS OF JANUARY 1, 2022

**PENFLEX**   
SERVICE AWARDS FOR FIRE & EMS

50 CENTURY HILL DRIVE, SUITE 3  
LATHAM, NY 12110  
PHONE (800) 742-1409  
FAX (518) 783-6915  
INFO@PENFLEXINC.COM  
WWW.PENFLEXINC.COM

SERVING YOUR VOLUNTEERS SINCE 1990

**Town of Boston Fire Protection District  
Service Award Program**

**Actuarial Certification**

**January 1, 2022 Valuation**

The purpose of this report is to provide the Program Sponsor, Program Administrator, and other officials associated with the operation of the Program with information regarding the annual contribution requirement and the overall financial health of the Program. In order to appropriately fund for the benefits promised to volunteers and their beneficiaries, annual actuarially determined contributions are required. This report provides information and documentation regarding the participant and financial data, actuarial methods and assumptions, and the interpretation of the Program provisions used in determining the annual contribution requirements.

The participant and financial data used in this valuation were provided by the Program Sponsor, the investment provider, and/or the volunteer organization. We have not audited the data, but reviewed it for reasonableness and consistency and have relied upon it for the valuation of Program liabilities. We are not aware of any material imperfections in the data, but changes in the data may cause changes in the results contained in this report. Any irregularities of any kind noted by the user of this report must be reported to Penflex Actuarial Services, LLC immediately.

Penflex Services, LLC has prepared this report for the exclusive use of the Program Sponsor and the participants and designated beneficiaries of the Program. This report should not be relied on for any purpose other than the purpose stated nor shared with any other party without the express written consent of Penflex Actuarial Services, LLC.

Future actuarial results may differ significantly from the current results presented in this report due to such factors as the following: Program experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes expected as part of the natural operation of the actuarial methodology (such as the end of an amortization period); and changes in plan provisions or applicable law. An analysis of the potential range of such future differences is beyond the scope of this report.

It is my opinion that the actuarial methods and assumptions are reasonably related to the experience and future expectations of the Program. I certify that the actuarial calculations, based on my understanding of the provisions of the Town of Boston Fire Protection District Service Award Program, have been performed in accordance with generally accepted actuarial principles and standards of practice.

I am a Fellow of the Society of Actuaries and a member of the American Academy of Actuaries. I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.

*Eric Veletzos*  
Eric Veletzos, FSA, EA, MAAA

7-25-2022

\_\_\_\_\_  
Date

## TOWN OF BOSTON FIRE PROTECTION DISTRICT SERVICE AWARD PROGRAM

### JANUARY 1, 2022 ANNUAL REPORT COMMENTARY

The following commentary provides a summary of key results from the January 1, 2022 Annual Report of the Town of Boston Fire Protection District Service Award Program. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

#### **Calculated Program Contribution and Plan Funding**

The program contribution to be made to the Trust Fund in 2022 is \$397,518. New York State General Municipal Law Article 11-A Section 219(d) requires a program sponsor to contribute the actuarially determined amount annually. Therefore, we suggest that the Town contribute the full amount owed by year end.<sup>1</sup>

The Town made an annual contribution of \$200,000 to the Trust Fund during 2021, which was less than 50% of the actuarially determined program contribution of \$407,550.

The Town continues to underfund the program on an ongoing basis. Over the last eight years, the Town has underpaid the program contribution by more than \$1.3 million dollars. (see the Fact Sheet in the Annual Report for more details). As a result, the funded ratio has remained below 50% for the past seven years. This general decline in the funded ratio is expected to continue if the Town continues the practice of failing to make sufficient contributions. The actuarially determined program contributions in the Penflex Annual Reports are designed to put the Program on a path to sustainability if they are contributed in full each year.

The Trust Fund's investment return for 2021 was 8.4%, resulting in an investment gain when compared to the rate of return assumption used to value the plan liabilities. The five-year annualized rate of return on Trust Fund investments is 6.6%, which exceeds the rate of return assumption. The three-year asset smoothing method defers some of the investment gain over the next two years, helping to reduce volatility in current and future contribution requirements.

The funded ratio is 46% as of January 1, 2022, compared to 45% as of January 1, 2021. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The total unfunded liability for the Program is \$3,011,020 as of January 1, 2022.

As shown in the table below, if the Town continues to contribute \$200,000 annually the funded ratio will continue to decline. Service award program payments will soon be greater than \$400,000 annually and will exceed the combination of anticipated investment income and Town contributions, thereby drawing down the program assets. The Balance column below shows this draw down:

Program Year	January 1 <sup>st</sup> Trust Fund Balance	Service Award Program Payments	Program Contribution	Actuarial Accrued Liability	Funded Ratio
2022	\$2,612,629	\$389,000	\$200,000	\$5,623,649	46%
2023	\$2,550,000	\$405,000	\$200,000	\$5,627,000	45%
2024	\$2,467,000	\$417,000	\$200,000	\$5,620,000	44%
2025	\$2,368,000	\$426,000	\$200,000	\$5,607,000	42%
2026	\$2,255,000	\$433,000	\$200,000	\$5,591,000	40%

If this problem continues to go unaddressed, the program will become insolvent, meaning that the Trust Fund will not have enough assets to pay benefits. We urge the Town Board to increase its future contributions in order to meet the funding obligation for the program as currently configured. Alternatively, freezing or terminating the program might make it more affordable.

<sup>1</sup><https://www.nysenate.gov/legislation/laws/GMU/219>

**Town of Boston Fire Protection District Service Award  
1/1/2022 FACT SHEET**

**Schedule of Funding Progress**

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) + (B)</u>
1/1/2015	\$2,862,302	\$4,773,764	\$1,911,462	60%
1/1/2016	\$2,701,947	\$5,436,844	\$2,734,897	50%
1/1/2017*	\$2,704,923	\$5,483,157	\$2,778,234	49%
1/1/2018	\$2,696,928	\$5,530,110	\$2,833,182	49%
1/1/2019	\$2,350,328	\$5,623,064	\$3,272,736	42%
1/1/2020	\$2,597,368	\$5,700,428	\$3,103,060	46%
1/1/2021	\$2,549,887	\$5,608,312	\$3,058,424	45%
1/1/2022	\$2,612,629	\$5,623,649	\$3,011,020	46%

**Comparison of Costs**

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2015	\$305,941	\$250,000	(\$55,941)	8/13/2015
1/1/2016	\$395,731	\$250,000	(\$145,731)	8/8/2016
1/1/2017*	\$378,920	\$150,000	(\$228,920)	11/27/2017
1/1/2018	\$395,806	\$150,000	(\$245,806)	9/25/2018
1/1/2019	\$427,111	\$200,000	(\$227,111)	10/9/2019
1/1/2020	\$406,935	\$200,000	(\$206,935)	11/30/2020
1/1/2021	\$407,550	\$200,000	(\$207,550)	11/24/2021
1/1/2022	\$397,518	To be determined	To be determined	Due in 2022

**Investment Rate of Return**

2017: 8.7%	2018: -6.0%	2019: 15.6%	2020: 7.3%	2021: 8.4%
5-year Average Rate of Return: 6.6%				

**Program Participant Breakdown**

	<u>As of 1/1/2021</u>	<u>As of 1/1/2022</u>
Entitled participants (post-EA)	85	87
Active participants (pre-EA)	49	49
Inactive participants (pre-EA)	1	1
Terminated vested participants (pre-EA)	43	42
<b>Total</b>	<b>178</b>	<b>179</b>
Pre-EA participants earning service credit	42	44
Post-EA participants earning service credit	25	22
<b>Total</b>	<b>67</b>	<b>66</b>
Non-vested terminations	2	4

**Allocation of Net Program Assets**

Cash and short-term investments	\$100,726
Specialty Funds	\$181,929
International Stock Funds	\$374,769
Small-Cap Stock Funds	\$125,087
Mid-Cap Stock Funds	\$210,475
Large-Cap Stock Funds	\$352,498
Balanced	\$159,531
Bond Funds	\$1,089,745
Benefits Payable	\$17,868
<b>Net Program Assets</b>	<b>\$2,612,629</b>

\*Mortality rates updated to the RP2014 Male Table without projection.

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit I**

**Summary of Plan Year Actuarial Cost Calculations**

**Components of 2022 Actuarially Determined Program Contribution**

(1) Present Value of Accrued Benefits (Entitled):	\$3,784,745
(2) Present Value of Projected Benefits (Active):	\$1,950,530
(3) Present Value of Accrued Benefits (Inactive):	\$7,520
(4) Present Value of Accrued Benefits (Terminated Vested):	\$832,378
(5) Separately Amortized Post-Entitlement Age Liability:	\$122,197
(6) Actuarial Value of Assets as of 12/31/2021:	\$2,541,401
(7) Average Temporary Annuity:	12.42927
(8) Normal Cost: $[(1)+(2)+(3)+(4)-(5)-(6)] \div (7)$	\$314,707
(9) Post-Entitlement Age Liability Amortization Payment:	\$63,882
(10) Contribution Timing Adjustment:	\$18,929
<b>Calculated Program Contribution due in 2022:     (8)+(9)+(10)</b>	<b>\$397,518</b>



**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit II**

**Summary of Liability Amortization Basis**

Amortization Interest Rate: 5.00%

<u>Type of Liability</u>	<u>Date Est.</u>	<u>Beginning Balance</u>	<u>Payment</u>	<u>Interest</u>	<u>Additions</u>	<u>Ending Balance</u>	<u>Remaining Term</u>	<u>2022 Payment</u>
Post-EA	1/1/2019	\$23,059	(\$23,059)	\$0	\$0	\$0	0	\$0
Post-EA	1/1/2020	\$42,014	(\$21,519)	\$1,025	\$0	\$21,521	1	\$21,521
Post-EA	1/1/2021	\$64,466	(\$22,545)	\$2,096	\$0	\$44,018	2	\$22,546
Post-EA	1/1/2022	\$0	\$0	\$0	\$56,658	\$56,658	3	\$19,815
<b>Total</b>		<b>\$129,539</b>	<b>(\$67,123)</b>	<b>\$3,121</b>	<b>\$56,658</b>	<b>\$122,197</b>		<b>\$63,882</b>

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit VIII**

**Projection of Program Payments and Trust Fund Assets**

Projected actuarially determined contributions are based on current plan provisions and actuarial assumptions that are assumed to be precisely realized. Changes in plan provisions or actuarial assumptions, as well as actual experience, will produce actuarial gains and losses which, in turn, result in contribution requirements that may be higher or lower.

Projections are based on the assumption that Active Participants will remain active until reaching Entitlement Age and earn a year of service credit in each year. It is also assumed that all Participants will survive to collect their monthly payments. Estimates should only be used as a rough guide for future contribution requirements.

Current Assumed Rate of Investment Return: 5.00%

<b>Plan Year</b>	<b>January 1<sup>st</sup> Trust Fund Balance</b>	<b>Service Award Program Payments</b>	<b>Estimated Trust Fund Deposit</b>	<b>Estimated Actuarially Determined Contribution</b>
2022	\$2,612,629	\$389,300	\$200,000	\$397,518
2023	\$2,549,285	\$405,000	\$200,000	\$405,000
2024	\$2,466,687	\$417,000	\$200,000	\$413,000
2025	\$2,367,663	\$426,000	\$200,000	\$420,000
2026	\$2,254,465	\$433,000	\$200,000	\$431,000

Note: The program sponsor has not contributed the actuarially determined contribution for years. Therefore, the projection of the Trust Fund balance shown above is based on an annual contribution of \$200,000, which is the amount that the program sponsor has been depositing annually into the Trust Fund. Projected Monthly Service Award Payments are calculated based on the normal form of payment: 10-year certain and continued life annuity.

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit IX**

**Risk Assessment, Maturity Measures and Sensitivity Analysis**

Defined benefit Length of Service Award Programs (LOSAPs) are exposed to various risks that can affect program funding and calculated contributions. The three most significant risks that LOSAPs are exposed to are:

- 1) **Investment Risk:** the potential that investment returns will be different than expected. In general, this type of risk will increase as the percentage of equity assets in a portfolio increases.
- 2) **Longevity Risk:** the potential that mortality experience will be different than expected. For instance, if participants live substantially longer than anticipated, actual program costs will be higher as a result.
- 3) **Contribution Risk:** the potential that the program sponsor fails to make the full actuarially determined contribution. If the appropriate contributions are not made annually, the program may become underfunded and, eventually, unable to pay promised benefits.

When deciding how much risk taking is appropriate, program sponsors can consider the level of plan maturity. When a program is first established, it will typically have zero or very few entitled participants. This means that there is relatively little cash outflow in the form of benefit payments and a large amount of cash inflow in the form of program contributions. As the program matures, the number of entitled and terminated vested participants will exceed the active participants, resulting in a support ratio that is greater than one. More mature plans will use a larger percentage of assets to make benefit payments, thereby making them more susceptible to volatility in asset values.

Plan Year	(A) Benefit Payments	(B) Net Program	(C) Trust Fund	Maturity Measures		
	<u>&amp; Expenses</u>	<u>Assets</u>	<u>Contribution</u>	(A) / (B) Benefits to Assets	(A) / (C) Benefits to Contributions	Support Ratio <sup>1</sup>
2017	\$380,203	\$2,696,928	\$150,000	14.1%	253.5%	2.36
2018	\$340,520	\$2,350,328	\$150,000	14.5%	227.0%	2.54
2019	\$305,611	\$2,597,368	\$200,000	11.8%	152.8%	2.43
2020	\$426,257	\$2,549,887	\$200,000	16.7%	213.1%	2.56
2021	\$340,868	\$2,612,629	\$200,000	13.0%	170.4%	2.58

In general, the maturity measures shown above will increase over time as the number of entitled participants increases relative to active participants. In the early years of a program, when the plan is less mature, the ratio of benefit payments to program contributions will be low - less than 100% - indicating positive net cash flow into the program. A fund with positive net cash flow can better tolerate the volatility of investment risk since it will have a longer time horizon to make up for a drop in asset value than a fund with negative cash flow. For this reason, as a program becomes more mature, some sponsors may reduce exposure to investment risk by reducing the overall equity allocation in the fund. This can help shield the assets that are relied on to make benefit payments from short-term volatility in equity markets.

**Sensitivity Analysis of the Actuarially Determined Contribution**

The measurement of the program liabilities is dependent on the actuarial assumptions used to model future events. To the degree that actual experience differs from the assumptions used, actuarial gains and losses will result, causing the program contribution to be lower or higher. The table below illustrates how the program contribution and funded ratio could be affected if there were deviations in the assumed rate of investment return, entitled participant mortality, or the overall level of program assets. Future experience may vary significantly from both our current assumptions and the scenarios illustrated below.

<u>Assumption</u>	<u>Adjustment</u>	<u>Actuarially Determined Contribution</u>	<u>Funded Ratio</u>
Current	None	\$397,518	46%
Rate of Investment Return	Decrease from 5.00% to 4.75%	\$410,000	45%
Rate of Investment Return	Decrease from 5.00% to 4.50%	\$422,000	44%
Entitled Participant Mortality Rates	Increase of 10%	\$385,000	48%
Entitled Participant Mortality Rates	Decrease of 10%	\$413,000	45%
12/31/2021 Market Value of Assets	Decrease of 10%	\$405,000	42%

<sup>1</sup> For measurement purposes, the support ratio is defined as the ratio of entitled and terminated vested participants to the active and inactive participants.

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit X**

**Statement of Net Program Assets**

	<b>12/31/2021</b>	<b>12/31/2020</b>
	<b><u>Total</u></b>	<b><u>Total</u></b>
<b><u>Assets</u></b>		
Cash and short-term investments	\$100,726.38	\$102,739.82
Receivables		
Sponsor contributions	\$0.00	\$0.00
Interest and dividends	\$0.00	\$0.00
Total receivables	<u>\$0.00</u>	<u>\$0.00</u>
Investments at market value		
Speciality funds	\$181,929.22	\$133,505.37
International stock funds	\$374,769.16	\$372,317.15
Small-cap stock funds	\$125,087.14	\$100,629.75
Mid-cap stock funds	\$210,475.07	\$182,137.75
Large-cap stock funds	\$352,497.84	\$324,028.80
Balanced	\$159,531.40	\$141,202.56
Bond funds	\$1,089,744.59	\$1,211,286.27
Other	\$0.00	\$0.00
Total investments	<u>\$2,494,034.42</u>	<u>\$2,465,107.65</u>
Insurance company contracts	<u>\$0.00</u>	<u>\$0.00</u>
Total Assets	\$2,594,760.80	\$2,567,847.47
<b><u>Liabilities</u></b>		
Benefits payable (R. Roll \$120/m since 9/2017))	(\$6,240.00)	(\$4,800.00)
Benefits payable (C. Surdyk \$200/m since 11/1/2021)	(\$400.00)	\$0.00
Benefits payable (C. Grinsell since 2/2018)	\$0.00	(\$8,400.00)
Benefits payable (D. Denk \$140/m since 3/2018)	(\$6,440.00)	(\$4,760.00)
January payments made in December	<u>\$30,948.00</u>	<u>\$30,168.00</u>
Total Liabilities	\$17,868.00	(\$17,960.00)
Net Program Assets	\$2,612,628.80	\$2,549,887.47

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit XI**

**Statement of Changes in Net Program Assets**

	<b>12/31/2021</b>	<b>12/31/2020</b>
	<b><u>Total</u></b>	<b><u>Total</u></b>
<b><u>Additions</u></b>		
Sponsor contributions	\$200,000.00	\$200,000.00
Change in Sponsor contributions receivable	\$0.00	\$0.00
Investment income		
Net appreciation/(depreciation) in market value of investments	\$224,982.99	\$198,794.94
Change in investment income receivable	\$0.00	\$0.00
Subtotal	<u>\$224,982.99</u>	<u>\$198,794.94</u>
Less: Investment expense	(\$21,373.66)	(\$20,018.23)
Net investment income	<u>\$203,609.33</u>	<u>\$178,776.71</u>
<b>Total Additions</b>	<b>\$403,609.33</b>	<b>\$378,776.71</b>
<b><u>Deductions</u></b>		
Benefits	(\$376,696.00)	(\$391,549.38)
Change in benefits payable	\$35,828.00	(\$34,708.00)
Management expense	\$0.00	\$0.00
Administrative expense	<u>\$0.00</u>	<u>\$0.00</u>
<b>Total Deductions</b>	<b>(\$340,868.00)</b>	<b>(\$426,257.38)</b>
<b>Net increase/(decrease)</b>	<b>\$62,741.33</b>	<b>(\$47,480.67)</b>
<b><u>Net Program Assets</u></b>		
Beginning of year	<u>\$2,549,887.47</u>	<u>\$2,597,368.14</u>
End of year	<u>\$2,612,628.80</u>	<u>\$2,549,887.47</u>

**Town of Boston Fire Protection District  
Service Award Program**

**Exhibit XII**

**Calculation of Actuarial Value of Assets**

The Actuarial Value of Assets represents a smoothed value of program assets that is used in the calculation of the calculated program contribution. Investment gains or losses in relation to the assumed rate of return are spread out and recognized over a three-year period. This method results in more stable asset values and, ultimately, more stable contribution requirements.

<u>Plan Year Ending</u>	<u>Market Value of Assets</u>	<u>Sponsor Contributions</u>	<u>Benefits and Expenses</u>	<u>Expected Market Value Assets<sup>1</sup></u>	<u>Investment Gain/(Loss)<sup>2</sup></u>	<u>Actuarial Value of Assets<sup>3</sup></u>
12/31/2017	\$2,696,928	\$150,000	\$380,203	\$2,604,281	\$92,647	\$2,650,736
12/31/2018	\$2,350,328	\$150,000	\$340,520	\$2,636,550	(\$286,222)	\$2,510,260
12/31/2019	\$2,597,368	\$200,000	\$305,611	\$2,359,625	\$237,743	\$2,534,280
12/31/2020	\$2,549,887	\$200,000	\$426,257	\$2,495,392	\$54,496	\$2,434,309
12/31/2021	\$2,612,629	\$200,000	\$340,868	\$2,533,035	\$79,594	\$2,541,401

<sup>1</sup> Expected Market Value of Assets = [Prior Year Market Value of Assets] x (1+i) + [Contributions] x (1+i)<sup>1/2</sup> - [Benefits & Expenses] x (1+i)<sup>1/2</sup>

<sup>2</sup> Investment Gain/(Loss) = [Market Value of Assets] - [Expected Market Value of Assets]

<sup>3</sup> Actuarial Value of Assets = [Market Value of Assets] - (2/3) x [Current Year Investment Gain/(Loss)] - (1/3) x [Prior Year Investment Gain/(Loss)]

The value of i represents the Assumed Rate of Investment Return in that valuation year.

**Town of Boston Fire Protection District Service Award Program**  
**Summary of Program Provisions effective as of January 1, 2022**

<b>Type of Program:</b>	Defined Benefit
<b>Effective Date:</b>	January 1, 1992
<b>Participant:</b>	Individual who has satisfied the following eligibility requirements: must be at least 18 years old and earn one year of Service Credit
<b>Entitlement Age (EA):</b>	Later of age 60 or age upon earning first year of Service Credit
<b>Monthly Accrual Rate:</b>	\$20 per year of Service Credit
<b>Service Credit:</b>	One year of Service Credit for each calendar year with 50 or more points under the Point System
<b>Prior Service Credit:</b>	Maximum 5 years of credit for service prior to the Effective Date
<b>Service Credit Maximum:</b>	The maximum number of years of Service Credit a Participant may earn is 40 (including any Prior Service Credit)
<b>Accrued Benefit:</b>	Monthly Accrual Rate multiplied by years of Service Credit
<b>Vesting:</b>	A Participant becomes 100% vested upon earning 5 years of Service Credit, attaining the EA while an active member, becoming totally and permanently disabled, or upon death.
<b>Forfeiture Rule:</b>	December 31 <sup>st</sup> of year in which membership ceases or 3 consecutive years without Service Credit
<b>Forfeiture Restoration:</b>	None allowed
<b>Normal Form of Payment:</b>	Lifetime monthly annuity guaranteed for 10 years
<b>Optional Form of Payment:</b>	None
<b>Benefit Commencement:</b>	The first day of the month coincident with or following the date on which the Participant attains the EA
<b>Post-EA Accruals:</b>	Service Credit earned in the year of attaining the EA and thereafter is paid effective the January 1 <sup>st</sup> following the year in which it was earned
<b>Pre-EA Total and Permanent Disability Benefit:</b>	Lump sum equal to the actuarial present value of accrued benefit
<b>Pre-EA Death Benefit:</b>	Active members who have earned a year of Service Credit within the last 3 years: greater of actuarial present value of accrued benefit or \$20,000; all others: actuarial present value of accrued benefit
<b>Post-EA Death Benefit:</b>	Beneficiary has the option to continue monthly payments for the remainder of the 10-year guaranteed period or receive an actuarially equivalent lump sum

**Town of Boston Fire Protection District Service Award Program  
Actuarial Methods and Assumptions as of January 1, 2022**

**Type of Program:** Defined Benefit Service Award Program

**Actuarial Cost Method:** Attained Age Normal

Under the Attained Age Normal Cost Method, there are two components to the annual contribution each year. The first component, the Normal Cost, is equal to the level annual payment required to fund the current participants' projected benefits based on their service credit earned after the effective date of the Program and before the Entitlement Age. The second component, the annual amortization cost, equals the level annual payments required to fund the liabilities accrued due to (1) service credit earned before the effective date of the Program, (2) service credit earned after attainment of the Entitlement Age, or (3) other unfunded accrued liability over the amortization period(s).

Under the Attained Age Normal Cost Method, the unfunded accrued liability is calculated using the Unit Credit Cost Method. All other calculations proceed like the Frozen Initial Liability Cost Method.

Amortization period for post-EA service liability: 3 years, closed

**Market Value of Assets:** Assets are valued at fair market value; insurance contracts are valued at contract value. Assets are adjusted for benefits payable.

**Actuarial Value of Assets:** A smoothed market value of assets is calculated by phasing in gains and losses in relation to the assumed rate of return over a three-year period.

**Actuarial Assumptions**

**Valuation Date:** January 1, 2022

**Plan Year:** January 1, 2021 – December 31, 2021

**Assumed Investment Rate of Return:** 5.00%, net of investment expenses

**Pre-Entitlement Age Mortality Table:** None

**Post-Entitlement Age Mortality Table:** RP-2014 Male Mortality Table without projection

**Valuation Age:** Exact age on the valuation date, with annuity values linearly interpolated between whole ages

**Contribution Timing Adjustment:** Made 12 months after the valuation date

**Entitlement Rate:** 100% at Entitlement Age

**Realization Rate for Active Participants:** 100% to Entitlement Age for those who have earned at least one year of service credit in the prior three years; 0% otherwise

**Withdrawal Rates:** None

**Administrative Cost:** Fees paid from the Trust Fund are reimbursed back to the Fund as part of the calculated program contribution

**Death Benefit:** The minimum \$20,000 Pre-EA active member death benefit is funded by a group-term life insurance policy



## Glossary of Annual Report Terms

<b>Actuarial Accrued Liability:</b>	The portion of the Present Value of Benefits that is attributed to past service credit representing award payments that have already been earned by participants.
<b>Actuarial Assumption:</b>	Assumption as to the occurrence of future events affecting program costs, such as: mortality, withdrawal, or rate of investment earnings on Trust Fund assets.
<b>Actuarial Cost Method:</b>	A procedure for allocating the Present Value of Benefits to current and future years which helps determine how much to contribute to the Trust Fund each year.
<b>Actuarial Experience:</b>	The actual events that occur each year affecting participants and assets, measured in comparison to the Actuarial Assumptions.
<b>Actuarial Value of Assets:</b>	A smoothed value of Net Program Assets in which investment gains or losses in relation to the assumed rate of investment return are spread out and recognized over a period of time in order to reduce year-to-year volatility in the calculated contribution.
<b>Amortization Payment:</b>	The annual payment along with interest that is included in the calculated contribution, which will fully pay off a liability amount over the Amortization Period.
<b>Amortization Period:</b>	The number of years over which the liability will be fully paid.
<b>Funded Ratio:</b>	The Net Program Assets divided by the Actuarial Accrued Liability.
<b>Mortality Table:</b>	Contains the expected death rates of participants.
<b>Net Program Assets:</b>	The fair market value of assets at the valuation date, adjusted for benefits payable. Insurance contracts are valued at contract value.
<b>Normal Cost:</b>	The annual cost calculated, under the Actuarial Cost Method, to fund the current accruals.
<b>Post-Entitlement Age Liability:</b>	The Present Value of Benefits for participants who have attained entitlement age, begun collecting benefits and earn service credit.
<b>Present Value of Benefits:</b>	The amount needed to provide future payments discounted using an assumed interest rate and other Actuarial Assumptions. In other words, it is the value that would have to be invested on the valuation date so that the amount invested plus investment earnings would provide enough assets to pay all projected benefits when due.
<b>Temporary Annuity:</b>	The present value of an annuity of 1 per year over the expected future service of an active participant.
<b>Unfunded Actuarial Accrued Liability:</b>	The excess of the Actuarial Accrued Liability over the Net Program Assets.



# SERVICE AWARD PROGRAM EXECUTIVE SUMMARY

**PENFLEX**   
SERVICE AWARDS FOR FIRE & EMS

# **TOWN OF BOSTON FIRE PROTECTION DISTRICT SERVICE AWARD PROGRAM**

## **JANUARY 1, 2022 ANNUAL REPORT COMMENTARY**

The following commentary provides a summary of key results from the January 1, 2022 Annual Report of the Town of Boston Fire Protection District Service Award Program. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

### **Calculated Program Contribution and Plan Funding**

The program contribution to be made to the Trust Fund in 2022 is \$397,518. New York State General Municipal Law Article 11-A Section 219(d) requires a program sponsor to contribute the actuarially determined amount annually. Therefore, we suggest that the Town contribute the full amount owed by year end.<sup>1</sup>

The Town made an annual contribution of \$200,000 to the Trust Fund during 2021, which was less than 50% of the actuarially determined program contribution of \$407,550.

The Town continues to underfund the program on an ongoing basis. Over the last eight years, the Town has underpaid the program contribution by more than \$1.3 million dollars. (see the Fact Sheet in the Annual Report for more details). As a result, the funded ratio has remained below 50% for the past seven years. This general decline in the funded ratio is expected to continue if the Town continues the practice of failing to make sufficient contributions. The actuarially determined program contributions in the Penflex Annual Reports are designed to put the Program on a path to sustainability if they are contributed in full each year.

The Trust Fund's investment return for 2021 was 8.4%, resulting in an investment gain when compared to the rate of return assumption used to value the plan liabilities. The five-year annualized rate of return on Trust Fund investments is 6.6%, which exceeds the rate of return assumption. The three-year asset smoothing method defers some of the investment gain over the next two years, helping to reduce volatility in current and future contribution requirements.

The funded ratio is 46% as of January 1, 2022, compared to 45% as of January 1, 2021. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The total unfunded liability for the Program is \$3,011,020 as of January 1, 2022.

As shown in the table below, if the Town continues to contribute \$200,000 annually the funded ratio will continue to decline. Service award program payments will soon be greater than \$400,000 annually and will exceed the combination of anticipated investment income and Town contributions, thereby drawing down the program assets. The Balance column below shows this draw down:

<b>Program Year</b>	<b>January 1<sup>st</sup> Trust Fund Balance</b>	<b>Service Award Program Payments</b>	<b>Program Contribution</b>	<b>Actuarial Accrued Liability</b>	<b>Funded Ratio</b>
2022	\$2,612,629	\$389,000	\$200,000	\$5,623,649	46%
2023	\$2,550,000	\$405,000	\$200,000	\$5,627,000	45%
2024	\$2,467,000	\$417,000	\$200,000	\$5,620,000	44%
2025	\$2,368,000	\$426,000	\$200,000	\$5,607,000	42%
2026	\$2,255,000	\$433,000	\$200,000	\$5,591,000	40%

If this problem continues to go unaddressed, the program will become insolvent, meaning that the Trust Fund will not have enough assets to pay benefits. We urge the Town Board to increase its future contributions in order to meet the funding obligation for the program as currently configured. Alternatively, freezing or terminating the program might make it more affordable.

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<sup>1</sup><https://www.nysenate.gov/legislation/laws/GMU/219>

# **TOWN OF BOSTON FIRE PROTECTION DISTRICT SERVICE AWARD PROGRAM**

## **JANUARY 1, 2022 ANNUAL REPORT COMMENTARY**

### **Participant Activity during 2021**

Post-entitlement age participant Thomas Kyle passed away. Since he had already received 120 guaranteed monthly payments prior to his death, there was no death benefit payable.

The following non-vested participants left the fire department during 2021. Consequently, they completely and permanently forfeited their accrued Service Awards and service credit on December 31, 2021.

- Eldon Dempsey
- Kyle Folaron
- Dawson Hayes

Participant Ryan Galley failed to earn a year of service credit for three consecutive years. Consequently, he completely and permanently forfeited he accrued Service Awards and service credit on December 31, 2021.

The following participants reached the entitlement age in 2021 and began to receive their monthly Service Awards.

- Kirk Klein
- John Braun
- Carl Surdyk

Rodney Roll reached the entitlement age in 2017; Donald Denk reached the entitlement age in 2018. Penflex has yet to receive their Payment Commencement Forms to process their benefits. Until their benefits are distributed, the payables will be netting assets as Exhibit X, Statement of Net Program Assets, shows.

**Town of Boston Fire Protection District Service Award  
1/1/2022 FACT SHEET**

**Schedule of Funding Progress**

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
1/1/2015	\$2,862,302	\$4,773,764	\$1,911,462	60%
1/1/2016	\$2,701,947	\$5,436,844	\$2,734,897	50%
1/1/2017*	\$2,704,923	\$5,483,157	\$2,778,234	49%
1/1/2018	\$2,696,928	\$5,530,110	\$2,833,182	49%
1/1/2019	\$2,350,328	\$5,623,064	\$3,272,736	42%
1/1/2020	\$2,597,368	\$5,700,428	\$3,103,060	46%
1/1/2021	\$2,549,887	\$5,608,312	\$3,058,424	45%
1/1/2022	\$2,612,629	\$5,623,649	\$3,011,020	46%

**Comparison of Costs**

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2015	\$305,941	\$250,000	(\$55,941)	8/13/2015
1/1/2016	\$395,731	\$250,000	(\$145,731)	8/8/2016
1/1/2017*	\$378,920	\$150,000	(\$228,920)	11/27/2017
1/1/2018	\$395,806	\$150,000	(\$245,806)	9/25/2018
1/1/2019	\$427,111	\$200,000	(\$227,111)	10/9/2019
1/1/2020	\$406,935	\$200,000	(\$206,935)	11/30/2020
1/1/2021	\$407,550	\$200,000	(\$207,550)	11/24/2021
1/1/2022	\$397,518	To be determined	To be determined	Due in 2022

**Investment Rate of Return**

2017: 8.7%	2018: -6.0%	2019: 15.6%	2020: 7.3%	2021: 8.4%
5-year Average Rate of Return: 6.6%				

**Program Participant Breakdown**

	<u>As of 1/1/2021</u>	<u>As of 1/1/2022</u>
Entitled participants (post-EA)	85	87
Active participants (pre-EA)	49	49
Inactive participants (pre-EA)	1	1
Terminated vested participants (pre-EA)	43	42
<b>Total</b>	<b>178</b>	<b>179</b>
Pre-EA participants earning service credit	42	44
Post-EA participants earning service credit	25	22
<b>Total</b>	<b>67</b>	<b>66</b>
Non-vested terminations	2	4

**Allocation of Net Program Assets**

Cash and short-term investments	\$100,726
Specialty Funds	\$181,929
International Stock Funds	\$374,769
Small-Cap Stock Funds	\$125,087
Mid-Cap Stock Funds	\$210,475
Large-Cap Stock Funds	\$352,498
Balanced	\$159,531
Bond Funds	\$1,089,745
Benefits Payable	\$17,868
<b>Net Program Assets</b>	<b>\$2,612,629</b>

\*Mortality rates updated to the RP2014 Male Table without projection.



#	Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish
<b>North Boston Town Park Restroom &amp; Pavilion</b>							
1			60	60	0%	08-Aug-22	28-Oct-22
2	A1000	Mobike	1	1	0%	08-Aug-22	08-Aug-22
3	A1010	Remove Existing Concrete Foundations (CB-01)	3	3	0%	08-Aug-22	11-Aug-22
4	A1020	New Pavilion Layout	2	2	0%	12-Aug-22	15-Aug-22
5	A1030	Excavate for Foundations/Piers	5	5	0%	15-Aug-22	19-Aug-22
6	A1080	Excavate for Outside Plumbing & Electrical	5	5	0%	15-Aug-22	19-Aug-22
7	A1040	Form Foundation/Pier Footers	3	3	0%	22-Aug-22	24-Aug-22
8	A1090	New Waterline and Electrical Line	10	10	0%	22-Aug-22	02-Sep-22
9	A1050	Pour Foundation/Pier Footers	2	2	0%	28-Aug-22	28-Aug-22
10	A1060	Form Foundation Walls/Piers	5	5	0%	28-Aug-22	02-Sep-22
11	A1070	Pour Foundation Walls/Piers	2	2	0%	05-Sep-22	06-Sep-22
12	A1110	Pavilion Underground Plumbing & Electrical	5	5	0%	07-Sep-22	13-Sep-22
13	A1100	Backfill for Lines and Pavilion	5	5	0%	14-Sep-22	20-Sep-22
14	A1120	Pour Concrete Slab-on-Grade	2	2	0%	21-Sep-22	22-Sep-22
15	A1240	Topsoil and Seed (Subject to Change due to Weather)	3	3	0%	21-Sep-22	23-Sep-22
16	A1130	CMU Walls	5	5	0%	23-Sep-22	28-Sep-22
17	A1140	Column Wood Posts	2	2	0%	23-Sep-22	28-Sep-22
18	A1150	Wood Trusses	2	2	0%	30-Sep-22	03-Oct-22
19	A1230	Precast Masonry Caps	5	5	0%	03-Oct-22	07-Oct-22
20	A1160	Roofing/Siding	5	5	0%	04-Oct-22	10-Oct-22
21	A1170	Rough MEP Work	5	5	0%	10-Oct-22	14-Oct-22
22	A1220	Doors, Frames, Hardware	2	2	0%	11-Oct-22	12-Oct-22
23	A1180	Interior Metal Ceiling	2	2	0%	14-Oct-22	17-Oct-22
24	A1190	Plumbing Fixtures	2	2	0%	17-Oct-22	18-Oct-22
25	A1200	Lighting	2	2	0%	17-Oct-22	18-Oct-22
26	A1210	Toilet and Bath Accessories	2	2	0%	18-Oct-22	20-Oct-22
27	A1250	Final Cleaning/Punchlist	5	5	0%	24-Oct-22	28-Oct-22

Mobike

☐ Remove Existing Concrete Foundations (CB-01)

☐ New Pavilion Layout

☐ Excavate for Foundations/Piers

☐ Excavate for Outside Plumbing & Electrical

☐ Form Foundation/Pier Footers

☐ New Waterline and Electrical Line

☐ Pour Foundation/Pier Footers

☐ Form Foundation Walls/Piers

☐ Pour Foundation Walls/Piers

☐ Pavilion Underground Plumbing & Electrical

☐ Backfill for Lines and Pavilion

☐ Pour Concrete Slab-on-Grade

☐ Topsoil and Seed (Subject to Change due to Weather)

☐ CMU Walls

☐ Column Wood Posts

☐ Wood Trusses

☐ Precast Masonry Caps

☐ Roofing/Siding

☐ Rough MEP Work

☐ Doors, Frames, Hardware

☐ Interior Metal Ceiling

☐ Plumbing Fixtures

☐ Lighting

☐ Toilet and Bath Accessories

☐ Final Cleaning/Punchlist



AUG 8 2022 PM3:31

August 3, 2022

Jason Keding  
Town Supervisor - Town of Boston  
8500 Boston State Rd  
Boston, NY 14025

Enclosed is the **Municipal Shelter Inspection Report** completed on **07/29/2022**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Ann Marie Brade  
Animal Health Inspector  
(585) 480-0600

**MUNICIPAL SHELTER INSPECTION REPORT - DL-90**Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **7/29/22 1:30 pm****EDEN VETERINARY CLINIC, PLLC  
8217 N MAIN STREET  
EDEN NY 14057**Inspector: **Ann Marie Brade**Inspector #: **72**

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These are the findings of an inspection of your facility on the date(s) indicated above:

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- |  |     |
|--|-----|
| 1. Shelter is structurally sound   | Yes |
| 2. Housing area and equipment is sanitized regularly                           | Yes |
| 3. Repairs are done when necessary   | Yes |
| 4. Dogs are handled safely   | Yes |
| 5. Adequate space is available for all dogs                                    | Yes |
| 6. Light is sufficient for observation   | Yes |
| 7. Ventilation is adequate   | Yes |
| 8. Drainage is adequate  | Yes |
| 9. Temperature extremes are avoided  | Yes |
| 10. Clean food and water is available and in ample amount                      | Yes |
| 11. Veterinary care is provided when necessary                                 | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel                      | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7     | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer      | Yes |
| 16. Owners of identified dogs are properly notified                            | Yes |
| 17. Redeemed dogs are licensed before release                                  | Yes |
| 18. Proper impoundment fees paid before dogs are released                      | Yes |
| 19. Written contract or lease with municipality                                | Yes |

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Town - City - Village Information for Inspection:

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TCV CODE	TCV NAME
1404	Town of Boston
1411	Town of Eden
1415	Town of Hamburg
1420	Town of North Collins

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Dr. Luis Tarrido**  
TITLE: **Partner**REVIEWED BY: **Emily Cacchione**  
REVIEWED DATE: **08/02/2022**





## **BOSTON EMERGENCY SQUAD, INC.**

P.O. Box 92 Boston, New York 14025 - 0092

8/9/2022

Jason Keding, Supervisor  
Town of Boston  
8500 Boston State Rd  
Boston, NY 14025

Dear Jason,

A few months ago I developed a committee to review the MOU with Patchin Fire Company. The committee consisted of Karla Mead-President, Cynthia McClud-Training Lt, Wendy O'Bryant- Corresponding Secretary and also part of the original MOU, and myself. Our attorney Michael Chelus spoke with the town attorney Sean Costello a few times.

After we had compiled statistics of the past 17 months and left all personalities out of the mix, it was decided in the best interest of the Town and BES to terminate the Memo of Understanding (MOU).

Please find attached your copy. I have one for Sean Crotty also that I will give to him on Tuesday August 9, 2022 after our Executive Board has voted on this and our Business Meeting to notify our membership. I do know that Sean will need your acknowledgement to make the changes at Hamburg Dispatch.

Any questions or concerns please feel free to reach out to me.

Regards,

Lorinda Koczur

Director of Operations  
Boston Emergency Squad

**NOTICE OF TERMINATION**

On January 5, 2005, the Boston Emergency Squad (BES) and the Patchin Fire Company, Inc. (Patchin) entered into a Memo of Understanding (MOU) outlining their respective roles and responsibilities when they are dispatched by Hamburg Fire Control.

In the 17 years since the MOU has been signed, there have been substantial changes in firematics and EMS dispatch with the Hamburg Fire Control and the Town of Boston's three fire companies: North Boston, Boston and Patchin, and the Boston Emergency Squad.

The MOU is outmoded and no longer addresses the needs of the residents of the Town of Boston. The benefits of not continuing the MOU are substantial.

It will simplify the Hamburg Fire Control dispatch. It will minimize multiple emergency vehicle responses. There will be no need to tone out Patchin Fire Company for an ALS or medic dispatch. The dispatch for all three of the Town of Boston's fire companies will be the same, thereby avoiding confusion.

In doing so, BES would like to thank Patchin for working as an excellent partner with BES in providing emergency service for the residents of the Town of Boston. BES is looking forward to working together with Patchin in the very same manner as the other fire departments in Boston.

It will reduce liability in not having additional vehicles responding to the EMS call.

It will improve patient privacy by limiting the number of necessary providers entering the residence. It allows better HIPAA compliance since the medical information is disclosed to fewer personnel on a need-to-know basis.

Similarly, for mental health calls, limiting the response to appropriate EMS personnel minimizes threats and distractions affecting the patient.

It will also simplify and streamline the documentation of the call by having only one PCR prepared for the call.

The termination of the MOU does not affect the relationship between members of Patchin and members of BES. Patchin members are encouraged to continue their relationship with BES and those who wish to join BES are welcome to do so.

Paragraph nine of the MOU, itself, authorizes its termination when changes occur.

Because of the above changes, the MOU no longer serves any useful purpose for the parties to the MOU and the residents of the Town of Boston.

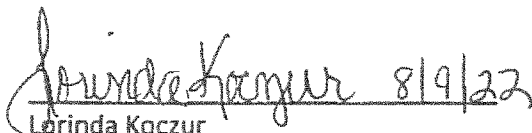
NOTICE is therefore being given that the Boston Emergency Squad hereby terminates the MOU effective as of August 15, 2022.


Thereafter, all emergency dispatches by Hamburg Fire Control shall be the same for all three fire companies in the Town of Boston and the Boston Emergency Squad for their respective areas of service.

Respectfully Submitted,

Boston Emergency Squad

By:

  
Lorinda Koczur  
Director of Operations  
Boston Emergency Squad

  
Karla Mead  
President  
Boston Emergency Squad

To:

David Apa, President  
Patchin Fire Company, Inc.  
PO Box 173  
Boston, NY 14025

Brandon Bender, Chief  
Patchin Fire Company, Inc.  
PO Box 173  
Boston, NY 14025

Sean Crotty – Sr. Public Dispatcher  
Town of Hamburg  
Hamburg Fire Control  
6100 South Park Ave.  
Hamburg, NY 14075

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

Doc #947681.1

**TOWN OF BOSTON – RESOLUTION NO. 2022- 55**

**AUTHORIZING PRIMARY AND GENERAL ELECTION  
POLLING PLACE LEASE AGREEMENT**

**WHEREAS**, the Erie County Board of Elections has requested to use Boston Town Hall as a poll location for the June 28, 2022 and August 23, 2022 primary elections and the November 8, 2022 general election, and has offered the Town \$100 per election to lease the required space; and

**WHEREAS**, the Town Board previously authorized a lease agreement with the Erie County Board of Elections for the purpose of early voting, hosting a polling location is a convenience to Town residents, and conflicts with other groups using the space at issue, if any, are anticipated amicably to be resolved;

**NOW, THEREFORE, BE IT**

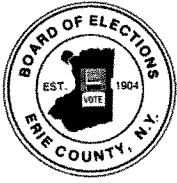
**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to sign a lease agreement with the Erie County Board of Elections for Boston Town Hall to serve as a poll location on June 28, August 23, and November 8, 2022 in exchange for a payment totaling \$300.

On August 17, 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**

## POLLING LOCATION LEASE AGREEMENT



### CITY/TOWN & DISTRICTS

This agreement made on the \_\_\_\_\_ (date), by and between the **Town of Boston**, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

**Witnesseth** that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **BOST 003, 006**

LOCATION: **BOSTON TOWN HALL**

ADDRESS: **8500 Boston State Road, Boston, NY 14025**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Jason Keding

PHONE NUMBER: 941-6518

EMAIL: [supervisorsoffice@townofboston.com](mailto:supervisorsoffice@townofboston.com)

DELIVERY CONTACT: Shawn Vanderdoes

PHONE NUMBER: 860-4659

EMAIL: [facilities@townofboston.com](mailto:facilities@townofboston.com)

BUILDING OPENER: Shawn Vanderdoes

CELL PHONE NUMBER: 716-860-4659

EMAIL: [facilities@townofboston.com](mailto:facilities@townofboston.com)

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

**PRIMARY ELECTION: TUESDAY, JUNE 28, 2022**

**PRIMARY ELECTION: TUESDAY, AUGUST 23, 2022**

**GENERAL ELECTION: TUESDAY, NOVEMBER 8, 2022**

The TENANT agrees to pay the OWNER **\$100** for each election listed above for the use of the **8500 Boston State Road, Boston, NY 14025**

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The OWNER hereby promises, covenants and acknowledges as follows:

- A. To furnish necessary light, heat, and if available, cooling, to the leased area;
- B. To provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
- E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

- A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
- B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
- C. To punctually pay said rent as the same accrues; and
- D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Ralph M. Mohr, Commissioner of Elections

BY: \_\_\_\_\_

\_\_\_\_\_  
Jeremy J. Zellner, Commissioner of Elections

PRINT NAME: \_\_\_\_\_

**TOWN OF BOSTON – RESOLUTION NO. 2022 - 54**

**RELACEMENT OF GUTTERS AROUND THE TOWN HALL**

**WHEREAS**, the gutters around the Town Hall experienced severe damage during the winter months and subsequent spring melt; and

**WHEREAS**, the old gutters fell down during the spring of 2022 and are in need of replacement to prevent further damage to the building; and

**WHEREAS**, quotes for the necessary work were solicited from three gutter companies and quotes in the following amounts were obtained:

<b>Company</b>	<b>Quote</b>
All-Pro Gutters	\$4,350.00
Sahlem's Roofing & Siding	\$5,700.00
Vacinek Heating & Roofing, Inc.	\$6,260.00

**NOW THEREFORE BE IT**

**RESOLVED**, The Town Board of the Town of Boston hereby authorizes the Town Supervisor to contract with All-Pro Gutters in the amount of \$4, 350.00 for the replacement of gutters around the Town Hall.

On August 17, 2022, 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**



**All-Pro Gutters llc.**

11623 RT-16

Delevan, NY 14042 US

716-560-7785

sales@all-progutters.com

http://all-progutters.com

**Estimate****ADDRESS**

Town of Boston

8500 Boston St Rd

Boston, NY 14025

**SHIP TO**

Town of Boston

8500 Boston St Rd

Boston, NY 14025

ESTIMATE #	DATE
6539	04/07/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>Gutter:Gutter 5"</b> All-Pro Gutters will supply and install 5" .032 seamless gutters in the color of white. Gutters will be installed using hidden hangers 16" o.c.. New 3x4 downspouts in the color of white. Gutters and downspouts to be installed on on the entire town hall building. Tear off and debris removal is included in the price.	1	4,350.00	4,350.00

By signing this estimate you are agreeing to have All-Pro gutters perform the work. You are also agreeing to pay upon completion of the work or within 7 days of receiving the invoice.

**TOTAL****\$4,350.00**

Accepted By

Accepted Date



2260 Southwestern Blvd.  
West Seneca, NY  
14224-4423  
(716) 662-0062  
FAX 662-5743  
website: www.sahlems.com  
email: info@sahlems.com

# CONTRACT



HOME PHONE 716-860-4659	DATE 7/7/2022
JOB LOCATION	
CELL PHONE	FAX #
EMAIL ADDRESS	

Owner: Name TOWN OF BOSTON  
Address 3500 BOSTON ST RD  
City - State - Zip BOSTON N.Y. 14025

We hereby submit specifications for: \*\*\*\*\* Furnish Labor and Material \*\*\*\*\*

> REMOVER EXISTING GUTTERS AND DOWNSPOUTS FROM PERIMETER  
OF BUILDING. INSTALL NEW 5" SEAMLESS ALUMINUM  
GUTTERS WITH HIDDEN HANGER FASTENERS. INSTALL NEW  
DOWNSPOUTS TO MATCH EXISTING. (3x4 DOWNSPOUTS)

COST: \$5,700.00 (WHITE)

INSTALL LEAF RELIEF GUTTER GUARD IN ALL GUTTERS

COST: \$4,300.00

CLEAN ALL JOB RELATED DEBRIS

Additional Notes: NOT RESPONSIBLE FOR HEAT CABLE

\$ \_\_\_\_\_ TOTAL PRICE, to be paid to Seller by Buyer.  
\$ \_\_\_\_\_ DOWN PAYMENT DUE UPON SIGNING OF CONTRACT.  
\$ \_\_\_\_\_ Final Payment due upon substantial completion of work.

This contract is your invoice for work performed and due immediately. If not paid in full in 7 days a 1% finance charge will be assessed bi-monthly and after 30 days will be sent to a collection agency. We report to all major credit reporting agencies and reply to all credit reference requests.

IF PAYMENTS ARE NOT MADE AS SPECIFIED  
ALL WARRANTIES AND GUARANTEES WILL BE VOID.

INITIALS

All materials and goods to be supplied in connection with this Contract are hereinafter referred to as "Goods", and all labor supplied by Sahlem's Roofing & Siding, Inc. in connection with, and described in this Contract are hereinafter referred to as "Services". All Goods provided and Services performed shall be governed by the terms and conditions contained on the front and back of this Contract.

Acceptance by the Buyer shall constitute a Contract between and be binding upon the parties hereto. Acceptance of this Contract is expressly conditioned upon assent to all of the terms and conditions contained herein. No representation, promise, agreement, statement or contrary provision made by any party or source, or contained in any literature, warranty forms, stationery, order forms or any other writing purporting to be an offer, acceptance or contract, or any part thereof, shall become a part of this Contract unless contained herein or agreed to in writing by both Seller and Buyer. Modifications hereto are void unless in writing and signed by Seller's authorized representative. None of Seller's obligations under this Contract shall arise until Seller approves Buyer's credit and notifies Buyer of such approval or commences performance hereunder, whichever occurs first.

Date Accepted \_\_\_\_\_, 20 \_\_\_\_\_

Proposal void if not accepted by 15 DAYS

Buyer Signature \_\_\_\_\_

Sahlem's Roofing & Siding, Inc.

Buyer Name (print) \_\_\_\_\_

by George Steger

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

I, the Buyer, acknowledge receipt of this Notice of Cancellation and confirm that I have been orally informed of my right to cancel.

WORKMEN'S COMPENSATION AND CONTRACTOR'S LIABILITY INSURANCE SHALL BE LIMITED TO THE INSURANCE COVERAGES PROVIDED.

## Notice of Cancellation

Date of Transaction \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract as sale, and any negotiable instrument accepted by you will be returned within ten business days following

## TERMS AND CONDITIONS

### REPRESENTATION AND INDEMNIFICATION

Buyer warrants and represents that Buyer owns the property on which the Services are to be performed; that Buyer has all requisite authority to enter into this Contract; and that this Contract is not in violation of any previous agreement between Buyer and a third party or in violation of any statute, law or ordinance. In the event Seller suffers loss due to any misrepresentation of Buyer made in connection with this Contract or due to the negligence or willful misconduct of Buyer or any of Buyer's agents, employees, officers or representatives, Buyer shall indemnify any hold Seller harmless from any and all such losses.

### TERMS OF PAYMENT

Buyer shall pay Seller in cash in such amounts and at such times as provided herein. Buyer shall pay Seller a late charge of 2% of any unpaid amount 30 days or more past due, and additional late charges of 2% of any overdue, unpaid amount every 30 days thereafter. Buyer shall be responsible for all costs, fees and charges incurred in collecting any amounts due hereunder, including attorney's or collection agency fees. Seller may accept late, partial or progress payments in cash, check, bank draft or money order marked "Paid in Full" without waiving any of its rights under this Contract. If work cannot be performed continuously for any reason(s), including, but not limited to, reasons described in "Time for Performance and Contingencies" and/or in "Structural Defects Preexistent to this Contract, and Extra work", a Partial payment shall become due and payable. Partial payment shall be in the amount owed if the work were fully completed, less the apportioned cost of the incomplete items.

### AVAILABILITY OF GOODS, GOVERNING LAW, NOTICE, AND INTERPRETATION

- A. Seller may substitute materials of similar quality to the agreed upon Goods if the agreed upon Goods become unavailable.
- B. Any question concerning validity, construction or performance of this Contract shall be governed by the laws of the State of New York without regard to principles of conflicts of law.
- C. Notice from one party to the other hereunder must be in writing and shall be deemed given when deposited in the U.S. Mails, postage prepaid and properly addressed to Buyer or Seller at the address described herein.
- D. In the event of conflict between specific and general terms and conditions contained herein, the specific shall prevail.
- E. Headings are provided for convenience of reference only and shall not be considered part of this Contract.

### TIME FOR PERFORMANCE AND CONTINGENCIES

A. Unless otherwise agreed, definite starting and substantial completion dates are not of the essence and dates for performance of this Contract are approximate.

B. Seller shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Contract due to events beyond its reasonable control including, but not limited to, "Structural Defects Preexistent to this Contract", weather conditions, flood, earthquake, fire, explosion, accident, acts of public enemy, sabotage, labor disputes, labor or material shortages, transportation embargoes, delays in receiving materials or machinery, acts of God, acts or regulations or priorities of Federal, State or local government or branches thereof, AND, due to other jobs, such as, but not limited to, those requiring more work than anticipated, and emergency jobs requiring prompt and timely attention of the Seller to prevent major loss. In the event of such delays, Buyer shall pay a Partial payment for all completed work, as described in "Terms of Payment". If Seller's performance is rendered permanently impossible, either party may cancel the executory portion of the Contract, but Buyer shall pay Seller for all costs accrued prior to the cancellation of the Contract, including, but not limited to, cost of labor, materials ordered and Seller's profit margin on the completed portion of the Contract.

### DEFAULT

- Seller may, without prejudice to other remedies, terminate this Contract, or defer performance hereunder, in the event of the following:
- A. Buyer fails with respect to this or any other agreement with Seller to pay any amounts when due, and/or Buyer is in breach under any of the terms and conditions of this or any other agreement with Seller; or
  - B. Buyer becomes insolvent or a voluntary or involuntary bankruptcy petition is filed by or against Buyer, any other proceeding to obtain relief from Buyer's creditors is instituted, and/or Seller reasonably believes Buyer's ability to pay its debts has been adversely affected.

### STRUCTURAL DEFECTS PREEXISTENT TO THIS CONTRACT, AND EXTRA WORK

A. Buyer shall pay Seller the fair market price for any extra work, not specified on the reverse side of this Contract, to repair or replace any preexisting defective or inadequate components of the building, whether foreseen or unforeseen, which may be discovered during performance of this Contract to be necessary to properly complete performance of this Contract, including, but not limited to, rotted, weak, corroded, improperly installed or otherwise defective lumber, sheathing, trim, chimneys, foundations, insulation, vents, electrical wiring, gas piping, water or sewer piping. Seller shall be held harmless for damage to the property, due in whole or in part to delays in the completion of work, resulting from these preexisting defective or inadequate components of the building. Buyer shall pay a Partial payment for all completed work as described in "Terms of Payment", in the event of such delays.

B. Unless specified on the reverse side of this Contract, Seller shall not be responsible to reduce or eliminate ponding water on a roof.

### REQUIRED NOTICES AND CANCELLATION

- A. A contractor or subcontractor who performs on this contract and is not paid may have a claim against the Buyer which may be enforced against the property in accordance with the applicable lien laws.
- B. Payments received from Owner under this contract, prior to substantial completion of the work under this contract, shall be deposited within five (5) business days of receipt in an escrow account at M&T Bank, Orchard Park, N.Y.
- C. In addition to any right otherwise to revoke an offer, the Buyer may cancel this contract until midnight of the third business day after the day on which the Buyer signs this contract; however, if the Goods or Services to be provided herein are to meet a bona fide personal emergency, the Buyer may relinquish this right to cancel by furnishing Seller with a separate dated and signed personal statement in the Buyer's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the contract within three business days. Unless this contract is for emergency work, cancellation occurs when written notice of cancellation is given to Seller by midnight of the third business day after the day on which the Buyer signs this contract. Notice of cancellation shall be considered given when deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation shall be sufficient if it indicates the intention of the Buyer not to be bound. After midnight of the third day after the day on which the Buyer signs this contract, or if this contract is for emergency work and the Buyer has relinquished its right to cancel within three days, this Contract may be cancelled by the Buyer only if Seller receives written notice of its intention to cancel the Contract and payment in cash, certified check or bank check of 33% of the total Contract Price before Seller has commenced performance of Services or ordered any Goods. In the event Seller exercises its right to terminate this Contract due to default of Buyer as provided herein, Buyer shall immediately pay seller all costs accruing prior to the termination of the contract, including without limitation, labor costs, materials ordered, overhead expenses and Seller's profit margin on the completed portion of the Contract, but in no event shall such amount be less than 33% of the total Contract Price.

### INSURANCE

Seller shall provide worker's compensation, public liability, property damage and completed operations insurance for the performance of this Contract, unless such insurance in whole or in part is provided by a general or sub contractor. Damage to the building or contents, during or after construction, or during the "Warranty Period" shall be covered by these insurances. Seller's maximum liability shall be limited to the insurances coverages provided. Buyer shall carry fire, theft, and storm insurance in sufficient amounts to cover work under construction by the Seller and Buyer shall compensate the Seller for losses sustained by these conditions.

### WARRANTIES, LIABILITIES, CLAIMS AND SERVICES CONTRACT LIMITED WARRANTY

A. Seller hereby warrants, to the original Buyer of its Services, that, subject to, and restricted by, the terms of this Contract, and only for claims made during the "Warranty Period", it will make repairs to correct defects resulting directly and solely from workmanship in said Services, and, Seller makes said warranty only on the portion(s) of this contract that are new installations, such as, "Capital Improvements to Real Estate" as defined by N.Y.S. Sales and Use Tax laws, and only when a warranty and a "Warranty Period" is so specified on the reverse side of this Contract. Seller makes no warranty on the portion(s) of this contract that are repairs to existing installations or equipment.

B. Except as provided herein, Seller makes no warranties, expressed, implied or statutory, with respect to Goods or Services, including, but not limited to, warranties of merchantability or fitness for a particular purpose, and Seller shall have no liability whatsoever in tort or Contract, by statute or otherwise, arising from Goods provided or Services rendered.

- C. Nothing contained herein shall obligate Seller to Warranty any of its Goods provided or Services rendered unless so specified on the reverse side of this Contract.
- D. In all and all events, the liability of Seller is subject to the following terms and conditions precedent:

1. The "Warranty Period" shall commence on the completion date of said Services and continue for the periods designated on the reverse side of this contract, or until modification as described in (3.e.), occurs, whichever is sooner.

2. Seller WILL NOT BE LIABLE for any claimed defect in any Services work, including, but not limited to, residential roofing or gutter work which is related in any way to, or which occurs out of ice, snow, icicles, frost and/or condensation unless:

- a. heat loss to the underside of the roof deck is limited by properly insulated ceilings and kneewalls (R-value equal to or greater than 38) and by proper ventilation (1.2 sq. in. free area ventilation per sq. ft. of ceiling area) throughout the "Warranty Period"; and,

- b. metal and waterproof membrane ice flashing is installed by Seller on the eaves of the affected roof area as part of this Contract.

3. IN NO EVENT SHALL SELLER BE LIABLE UNDER THE CONTRACT, WARRANTY OR OTHERWISE IN ANY MANNER:

- a. for repairs necessary because of defects in Goods provided, including, but not limited to, color variations, whether such Goods are covered by a manufacturer's warranty or not;

- b. for damage to the completed Services and/or any remote, indirect or consequential damage caused by earthquake, flood, lightning, wind, hail or other unusual phenomenon of the elements, fire or explosion or other casualty, any force majeure as defined by statutory or common law, any insurable peril in a standard homeowner's or other standard property insurance policy, abuse, vandalism, pollution, contact with deteriorating or corrosive substances or agents, traffic on a roof, ice or debris blocking gutters or roof drains, ponding water on a roof, falling ice or debris, settlement or distortion or structural or cracking of the roof deck, floors, walls and/or foundations, or improper architectural design of the building;

- c. for repairs to roofing Services work for any reason other than leaks including, but not limited to, interior damage caused by roof leaks;

- d. for injury to any person or persons, or damage to any other part of the building including, but not limited to, interior damage caused by roof leaks, upon which Services work is performed or any other buildings, and/or to any and all contents of any buildings, caused by defects in its Services work;

- e. if the completed Services work that Seller has performed is thereafter altered by anyone, including, but not limited to, structural additions, removals, changes, replacements, equipment installations (including, but not limited to, aerials, antennas, signs, fan housings, air conditioning equipment, water towers, sprinkler systems or basketball backboards), or by any other modification whatsoever which in any way affects the completed Services work;

- f. FOR REMOTE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE BREACH OF THE CONTRACT, WARRANTY OR CONDITIONS, IMPLIED BY LAW, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR THE USE INTENDED.

4. THE MAXIMUM LIABILITY OF SELLER UNDER THIS CONTRACT, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE REASONABLE REPAIR COSTS AS DESCRIBED ABOVE, OR THE ORIGINAL COST OF THE SERVICES RENDERED, WHICHEVER IS LESS.

5. Buyer must make a claim under the warranty so as to be received by Seller before the expiration of the "Warranty Period", in writing, and within 72 hours after the discovery of the defect(s) alleged to result from the Services work covered hereby, which notice shall specify the specific defect(s) alleged.

6. The liability of Seller is limited to and shall be fully discharged if necessary repairs are to be made to correct the defect.

7. Seller shall provide written manufacturers' warranties as specification on the reverse side of this contract upon payment in full of the Contract Price and appropriate Late Charges.



## Certificate of Capital Improvement

ST-124  
(2/12)

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials exempt from tax.

Name of customer (print or type)	Name of contractor (print or type) SAHLEM'S ROOFING & SIDING, INC.
Address (number and street)	Address (number and street) 2260 SOUTHWESTERN BLVD.
City State ZIP code	City State ZIP code WEST SENECA NY 14224-4423
Sales tax Certificate of Authority number (if any)	Sales tax Certificate of Authority number (if any) 16-1232339

**To be completed by the customer**

Describe capital improvement to be performed:


Project name			
Street address (where the work is to be performed)	City	State	ZIP code

I certify that:

- I am the (mark one) ☒ owner ☐ tenant of the real property identified on this form; and
- the work described above will result in a capital improvement to the real property within the guidelines of this form; and
- this contract (mark one) ☐ includes ☒ does not include the sale of any tangible personal property that, when installed, does not become a permanent part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as a capital improvement; and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract when the property installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer	Title OWNER	Date
-----------------------	----------------	------

**To be completed by the contractor**

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, and that I accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer 	Title PRESIDENT	Date
---	--------------------	------

This certificate is not valid unless all entries are completed.

## Guidelines

When the customer completes this certificate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property.

A capital improvement to real property is an addition or alteration to real property that:

- (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, and
- (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, and
- (c) is intended to become a permanent installation.

The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. This certificate may not be issued unless the work qualifies as a capital improvement.

If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement.

For guidance as to whether a job is a repair or a capital improvement, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

**A contractor, subcontractor, property owner, or tenant, may not use this certificate to purchase building materials or other tangible personal property tax free.** A contractor's acceptance of this certificate does not relieve the contractor of the liability for sales tax on the purchase of building materials or other tangible personal property subsequently incorporated into the real property as a capital improvement unless the contractor can legally issue Form ST-120.1, *Contractor Exempt Purchase Certificate*. (See Publication 862 for additional information.)

The term *materials* is defined as items that become a physical component part of real or personal property, such as lumber, bricks, or steel. This term also includes items such as doors, windows, sinks, and furnaces used in construction.

### Floor covering

Floor covering such as carpet, carpet padding, linoleum and vinyl roll flooring, carpet tile, linoleum tile, and vinyl tile installed as the initial finished floor covering in new construction, a new addition to an existing building or structure, or in a total reconstruction of an existing building or structure, constitutes a capital improvement regardless of the method of installation. As a capital improvement, the charge to the property owner for the installation of floor covering is not subject to New York State and local sales and use taxes. However, the retail purchase of floor covering (such as carpet or padding) itself is subject to tax.

Floor covering installed other than as described above does not qualify as a capital improvement. Therefore, the charges for materials and labor are subject to sales tax. The contractor may apply for a credit or refund of any sales tax already paid on the materials.

The term *floor covering* does not include flooring such as ceramic tile, hardwood, slate, terrazzo, and marble. The rules

for determining when floor covering constitutes a capital improvement do not apply to such flooring. The criteria stated in (a), (b), and (c) above apply to such flooring.

A certificate is accepted in good faith when a contractor has no knowledge that the certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

If a contractor gets a properly completed Form ST-124 from the customer within 90 days after rendering services, and accepts it in good faith, the customer bears the burden of proving the job or transaction was not taxable.

If you are a contractor who installs items such as washing machines, clothes dryers, dishwashers, refrigerators, furniture, etc., which when installed or placed in real property do not become part of the real property, you must collect tax on your charge for the installation. The individual charge for any of these items is also taxable as the sale of tangible personal property.

If a contractor does not get a properly completed *Certificate of Capital Improvement* within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed certificate, however, does not change the taxable status of a transaction; a contractor may still show that the transaction was a capital improvement.

The contractor must keep any exemption certificate for at least three years after the due date of the last return to which it relates, or the date the return was filed, if later. The contractor must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate on file for that customer.

### Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features



#### Telephone assistance

**Sales Tax Information Center:** (518) 485-2889

**To order forms and publications:** (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

### Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

# Proposal

## VACINEK HEATING & ROOFING, INC.

8038 Boston State Rd  
Hamburg NY 14075  
Roofing – Plumbing – Heating  
(716)592-2727  
(716)649-3225

PROPOSAL SUBMITTED TO TOWN OF BOSTON		PHONE 860-4659	DATE 8-4-22
STREET 8500 BOSTON STATE RD		JOB NAME Town Hall	
CITY, STATE and ZIP CODE BOSTON NY 14025		JOB LOCATION	
ARCHITECT DAVE	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:	
REMOVE AND REPLACE ALL GUTTERS AND DOWNSPOUTS AND HEAT CABLES	
PUT IN NEW 5" WHITE SEAMLESS GUTTERS AND DOWNSPOUTS	
FASTEN WITH HIDDEN HANGERS	
MOUNT NEW HEAT CABLES IN GUTTERS-DOWNSPOUTS-ROOF EAVES	
PLUG HEAT CABLES IN EXISTING OUTLETS	
TOTAL INSTALLED \$11610.00	
GUTTERS ONLY \$6260.00	
HEAT CABLES \$5350.00	

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Dollars (\$ SEE ABOVE )	
Payment to be made as follows: ON COMPLETION OF JOB	
All material is guaranteed to be as specified. All work to be completed in a workmanlike Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra Charge over and above the estimate. All agreements contingent upon strikes, accidents Or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Authorized Signature _____  Note: This proposal may be Withdrawn by us if not accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Date of Acceptance: _____	Signature _____

**TOWN OF BOSTON – RESOLUTION NO. 2022- 57**

**PAYMENT OF PAVILION DRAINAGE INVOICE  
FOR REPAIR OF DAMAGE TO GUIDE RAIL ON RICE ROAD**

**WHEREAS**, a motor vehicle accident on March 26, 2022 resulted in damage to a guide rail and post on Rice Road between Feddick and Rockwood Roads; and

**WHEREAS**, the Highway Department submitted a claim for damages to the insurance company for the at-fault driver, recovering a total of \$5,278.82 which has been received and deposited by the Town; and

**WHEREAS**, Pavilion Drainage Supply Co. was hired to complete the required repairs and has submitted an invoice in the total amount of \$5,197.32 for the work performed; and

**WHEREAS**, Town of Boston Procurement Policy Guideline 7 requires that purchases over \$5,000 must be approved by the Town Board;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to pay to Pavilion Drainage Supply Co. the sum of \$5,197.32 for repairing a guide rail and post on Rice Road between Feddick and Rockwood Roads.

On August 17, 2022, 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**

# VOUCHER

TOWN OF BOSTON  
8500 BOSTON STATE ROAD  
BOSTON, NY 14025  
Phone (716)-941-5869 Fax (716)-941-3677

Purchase Order No. \_\_\_\_\_

**DO NOT WRITE IN THIS BOX**

Date Voucher Received		VOUCHER NO. 57117
FUND - APPROPRIATION	AMOUNT	
D-5110-0400	5,197.32	
	2,107.30	
<b>TOTAL</b>	<b>7,304.62</b>	

e-mail  
web site  
department

HIGHWAY

CLAIMANT'S

Pavilion Drainage Supply, Co.

P.O. Box 219

ADDRESS

6630 Ellicott Street, Rd.

Pavilion, NY 14525

Terms \_\_\_\_\_

Vender's

Ref. No. \_\_\_\_\_

Dates	Quantity	Description of Materials or Service	Unit Price	Amount
7/12/22		Accident Repair Rice Road, (prev. reimbursed via insurance company and the funds were deposited into our roadwork account in the amount of 5278.82 - see attached copy sent to bookkeeper 4/27/22)		5,197.32
		Repair of guardrail		2,107.30
Input: <u>7/15/22</u> <u>alc</u> Reviewed: _____ Approved: _____ Paid: _____ Check #: _____			<b>TOTAL</b>	<b>7,304.62</b>

## CLAIMANT'S CERTIFICATION

I, Pavilion Drainage Supply, Co., certify that the above account in the amount of \$7,304.62 is true and correct that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space below for municipal use )

### DEPARTMENT APPROVAL

The above services or material were rendered or furnished to the municipality on the dates stated and charges are correct.

July 12, 2022

DATE

AUTHORIZED OFFICIAL

### APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUDITING BOARD



# Application and Certificate For Payment

Page 1

<b>To Owner:</b> TOWN OF BOSTON HIGHWAY DEPT. 6401 TOWN PARK LANE P.O. BOX 383 BOSTON, NY 14025		<b>Project:</b> ACCIDENT REPAIR RICE ROAD ACCIDENT REPAIR RICE ROAD ERIE CO BOSTON, NY		<b>Application No:</b> 1 <b>Date:</b> 06/11/2022 <b>Period To:</b> 06/11/22 <b>Architect's Project No:</b> <b>Contract Date:</b>	
<b>From (Contractor):</b> PAVILION DRAINAGE SUPPLY CO., PO BOX 219 6630 ELLICOTT ST., RD. PAVILION, NY 14525		<b>Contractor Job Number:</b> TBO8 <b>Via (Architect):</b>			
<b>Phone:</b> 585 584-3261		<b>Contract For:</b>			

## Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	5,197.32
Net change by change orders	0.00
Contract sum to date	5,197.32
Total completed and stored to date	5,197.32
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	5,197.32
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	5,197.32
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Philip J. Phelan Date: 7-6-22  
 By: Philip J. Phelan County of: Seneca  
 State of: New York Notary Public State of New York  
 Subscribed and sworn to before me this 7th day of July, 2022 (year). Notary public: Denise S. Rader  
 My commission expires Jan 04, 2026  
 MY COMMISSION EXPIRES JAN. 04, 2026  
 QUALIFIED IN SENeca COUNTY  
 DENISE S. RADER #018425895

## Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect:

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

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Application and Certificate For Payment -- page 2

To-Owner: TOWN OF BOSTON HIGHWAY DEPT.  
 From (Contractor): PAVILION DRAINAGE SUPPLY CO.,  
 Project: ACCIDENT REPAIR RICE ROAD

Application No: 1 Date: 06/11/22 Period To: 06/11/22  
 Contractor's Job Number: TBO8  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
10	SITE1 ACCIDENT REPAIR FEDDICK RD AND ROCKWOOD	5,197.32	0.00	5,197.32	0.00	5,197.32	100.00	0.00	0.00	
<b>Application Total</b>		5,197.32	0.00	5,197.32	0.00	5,197.32	100.00	0.00	0.00	

# Application and Certificate For Payment

Page 1

<b>To Owner:</b> TOWN OF BOSTON HIGHWAY DEPT. 6401 TOWN PARK LANE P.O. BOX 383 BOSTON, NY 14025		<b>Project:</b> GR FEDDICK & ROCKWOOD GR FEDDICK & ROCKWOOD ERIE CO BOSTON, NY	<b>Application No:</b> 1 <b>Date:</b> 06/11/2022 <b>Period To:</b> 06/11/22 <b>Architect's Project No:</b> <b>Contract Date:</b>
<b>From (Contractor):</b> PAVILION DRAINAGE SUPPLY CO., PO BOX 219 6630 ELLICOTT ST., RD. PAVILION, NY 14525		<b>Contractor Job Number:</b> TB09 <b>Via (Architect):</b>	
<b>Phone:</b> 585 584-3261		<b>Contract For:</b>	

## Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month	Number	Date Approved
<b>Totals</b>		
<b>Net change by change orders</b>		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Original contract sum	2,107.30
Net change by change orders	0.00
Contract sum to date	2,107.30
Total completed and stored to date	2,107.30
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	2,107.30
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	2,107.30
Balance to finish, including retainage	0.00

Contractor By: Philip J. Phelan Date: 2-6-22  
 State of: New York County of: Seneca  
 Subscribed and sworn to before me this 15 day of July, 2022 (year).  
 Notary public: Debra J. Phelan  
 My commission expires Jun 04, 2026

NOTARY PUBLIC STATE OF NEW YORK  
 #016404968  
 DEBRA J. PHELAN  
 MY COMMISSION EXPIRES JAN. 04, 2026

## Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect:

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

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: TOWN OF BOSTON HIGHWAY DEPT.  
 From (Contractor): PAVILION DRAINAGE SUPPLY CO.,  
 Project: GR FEDDICK & ROCKWOOD

Application No: 1 Date: 06/11/22 Period To: 06/11/22  
 Contractor's Job Number: TBO9  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
10	SITE1 UPDATE FEDDICK AND ROCKWOOD RDS	2,107.30	0.00	2,107.30	0.00	2,107.30	100.00	0.00	0.00	
<b>Application Total</b>		2,107.30	0.00	2,107.30	0.00	2,107.30	100.00	0.00	0.00	

PAYMENT NO 1 28 799915 J  
PAYMENT AMOUNT \$5,278.82  
ISSUE DATE 04-14-2022  
AUTHORIZED BY HEATH, TARA  
PHONE (844) 292-8615

CLAIM NO 52-3280-288  
LOSS DATE 03-26-2022  
POLICY NO 2004-613-52C  
INSURED JABLONSKI, KYLE S

BOSTON HIGHWAY DEPARTMENT  
8500 BOSTON STATE RD  
BOSTON NY 14025-9648

4/27/22 Please deposit in our  
General repairs contract.  
Roadwork DS110-0400.

Thanks, Mary

REMARKS Item number: 6069999

COVERAGE DESCRIPTION  
PROPERTY DAMAGE LIABILITY

ON BEHALF OF  
BOSTON HIGHWAY DEPARTMENT

AMOUNT  
5,278.82

RETAIN STUB FOR RECORDS

**State Farm** STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
PROPERTY DAMAGE  
PROP B OFFICE PAGECNTQ.P74EXP  
JPMORGAN CHASE BANK, NA 56-1544/441  
COLUMBUS, OH  
1 28 799915  
04-14-2022  
DATE MM DD YYYY  
CLAIM NO 52-3280-288  
LOSS DATE 03-26-2022  
\*EXACTLY FIVE THOUSAND TWO HUNDRED SEVENTY-EIGHT AND 82/100 DOLLARS  
\$\*\*\*\*\*5,278.8

Pay to the  
Order of: BOSTON HIGHWAY DEPARTMENT

Michael J. Liguori  
AUTHORIZED SIGNATURE  
Jon C. Terney  
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

11 28 17799915 1044 1154431

777 145244

**TOWN OF BOSTON – RESOLUTION NO. 2022-58**

**CHANGE ORDER TO ORIGINAL CONTRACT  
AND SHORT FORM AGREEMENT FOR COMPLETION OF  
BOSTON STATE ROAD WATERMAIN REPLACEMENT PROJECT**

**WHEREAS**, in March 2022 the Town of Boston awarded a bid to New Frontier Excavating and Paving, Inc., for replacement of a section of 12-inch watermain on Boston State Road between Meadow and Ripple; and

**WHEREAS**, in the course of performing the contracted work, there were found to be certain bid items which were underestimated or overestimated in the original job, and it further has been determined that NYSDOT regulations will require final asphalt top course milling and paving to be completed in 2023 after the area of Boston State Road that was disturbed in the course of the work has been through a freeze-thaw cycle; and

**WHEREAS**, CPL, the Town's Engineers for this project, have prepared a change order to adjust the contract quantities for those bid items which were underestimated or overestimated, resulting in a slight reduction in the overall cost of the contract for those bid items; and

**WHEREAS**, needing to complete the asphalt work in 2023 was not contemplated in the original bid and impacts the contractual time for completion, final payment for the work performed to date, bonds, and insurance for the contractor and may implicate claims for additional payments from the contractor for the costs associated with delays outside of the contractor's control; and

**WHEREAS**, in order to address the issues associated with the 2023 work required by NYSDOT, CPL's proposed change order No. 1 deducts the from the existing contract the amount set forth therein for the final asphalt top course and milling which was based on the NYSDOT asphalt index price at the time of the bid (\$655 per ton and a total deduction of \$16,781.26) and includes provisions for closing out the contract with New Frontier and executing a small-project agreement to complete the remaining required work in 2023 based on the then-current asphalt index price from NYSDOT, which may increase or decrease from the price at the time of the original bid and thus may increase or reduce the total cost to complete that work; and

**WHEREAS**, the total amount of the change order will be a deduction of \$18,151.23 from the original contract price and the cost of the small-project agreement is not anticipated to result in a significant increase in the overall cost to the Town to complete the contracted work while avoiding the possibility of additional claims from the contractor related to delays outside of the contractor's control;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to execute Change Order No. 1 to the contract with New Frontier Excavating and Paving, Inc., for replacement of a section of 12-inch watermain on Boston State Road between Meadow and Ripple and to execute a short-form agreement with New Frontier for

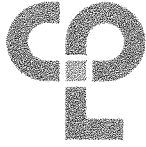
completion of the final asphalt top course milling and paving required by NYSDOT to be completed in 2023.

On August 17, 2022, 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**



# Change Order Form

Owner ☒  
 Engineer ☒  
 Contractor ☒  
 Field ☐  
 Other ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. ATTORNEY CONSULTATION, WITH RESPECT TO ITS COMPLETION OR MODIFICATION, IS ENCOURAGED.

PROJECT: Town of Boston – Boston Road WM  
 (Name & address) Replacement  
 8500 Boston State Road  
 Boston, NY 14025

CONTRACTOR: New Frontier Excavating and Paving, Inc.  
 (Name & address) 7003 Brown Hill Road  
 Boston, NY 14025

CHANGE ORDER NO.: 1  
 DATE: July 26, 2022  
 ENGINEER'S PROJECT NO.: 16013.00  
 CONTRACT DATE: 3/4/2022  
 CONTRACT FOR: Boston Road WM

## The Contract is changed as follows:

Over /Under quantities for a unit price bid job, plus taking final asphalt top course milling and paving out of the contract as NYSDOT Requires that it completed after a freeze thaw cycle. Asphalt work to be completed under a separate agreement in 2023.

Total for this Change Order: \$-18,151.23

Not valid unless signed by the Owner, Engineer and the Contractor.

The original (☒Contract Sum)(☐Guaranteed Maximum Price) was: \$430,252.55  
 The net change by previous Change Order(s) is: \$0.00  
 The (☒Contract Sum)(☐Guaranteed Maximum Price) prior to this Change Order was: \$430,252.55  
 The (☒Contract Sum)(☐Guaranteed Maximum Price) will be (☒increased) (☐decreased) (☐unchanged)  
 by this Change Order in the amount of: -18,151.23  
 The new (☒Contract Sum)(☐Guaranteed Maximum Price) including this Change Order will be: \$412,101.32  
 The Contract Time will be (☐increased) (☐decreased) (☒unchanged):

### Engineer:

CPL  
 26 Mississippi Street, Suite 300  
 Buffalo, NY 14203

### Contractor:

New Frontier Excavating and Paving, Inc  
 7003 Brown Hill Road  
 Boston, NY 14025

### Owner:

Town of Boston  
 8500 Boston State Road  
 Boston, NY 14025

By: Steven R. Tanner, P.E.  
 Date: 7/26/22

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

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

26 Mississippi Street  
 Suite 300  
 Buffalo, NY 14203  
 clarkpattersonlee.com  
 716.852.2100 TEL  
 716.852.2120 FAX



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared By



Endorsed By



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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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1015 15th Street N.W., Washington, DC 20005  
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# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **The Town of Boston** (Owner) and **New Frontier Excavating and Paving, Inc.** (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Milling and Resurfacing of Boston State Road Shoulder where 2022 Water main Project was completed** which consists of milling the asphalt off of the shoulder of the road for approximately 1235 feet of shoulder on Boston State Road.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the October 2021 Town of Boston Watermain replacement Contract Documents but generally located along **Boston State Road, along the northern shoulder, between Meadow Drive to the west and just east of ripple drive to the east.**

## ARTICLE 2—ENGINEER

### 2.01 *Engineer*

- A. The Engineer for this Project CPL, 26 Mississippi Street, Buffalo NY 14203

## ARTICLE 3—CONTRACT TIMES

### 3.01 *Contract Times*

- A. The Work will be substantially complete on or before **July 1, 2023** and completed and ready for final payment on or before **August 1, 2023**.

### 3.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

## ARTICLE 4—CONTRACT PRICE

### 4.01 *Payment*

Due to a requirement by the New York State Department of Transportation that the shoulder on this state Road be restored in year 1 but then subject to a freeze thaw cycle before milling and resurfacing the disturbed area, the restoration of the asphalt work was removed from an original contract with the contractor via a deduct change order. The contractor and owner agree that the 2022 price of the work was \$16,781.26. The original work was based on the asphalt index price from NYSDOT in April of 2022 which was \$655 per ton. The Town will pay the contractor based on what the asphalt index price is at the time the work is completed. This can be an increase or decrease in cost depending on what the asphalt index changes to at the time the work is complete in 2023. (For example, if the work is done in June 2023 and the index is \$675 per ton in June 2023, the Town would pay  $(\$675/\$650) * \$16,781.26 = \$17,426.69$ )

## ARTICLE 5—BONDS AND INSURANCE

### 5.01 *Bonds*

- A. Not required for this small project.

### 5.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$500,000

b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c.

d. *Automobile Liability*

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[OR]</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

e. *Excess or Umbrella Liability*

Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

**ARTICLE 6—CONTRACTOR’S RESPONSIBILITIES**

6.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

6.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

6.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

#### 6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 6.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

#### 6.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, including any permits required by NYSDOT.

#### 6.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

#### 6.08 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 6.09 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 6.10 *Correction Period*

- A. If within one year after the date of substantial completion of the asphalt work, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 6.11 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

## **ARTICLE 7—OWNER’S RESPONSIBILITIES**

### **7.01   *Responsibilities***

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 8—ENGINEER’S STATUS DURING CONSTRUCTION**

### **8.01   *Engineer’s Status***

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.



- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—CLAIMS AND DISPUTE RESOLUTION**

### **9.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 10—MISCELLANEOUS**

### **10.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **10.02 *Cumulative Remedies***

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

### **10.03 *Limitation of Damages***

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

10.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

10.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

10.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is **8/1/2022**

**Owner:**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

**Contractor:**

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF BOSTON – RESOLUTION NO. 2022-59**

**AUTHORIZING EXECUTION OF AGREEMENT WITH DEPARTMENT OF STATE  
FOR SMART GROWTH COMPREHENSIVE PLAN GRANT**

**WHEREAS**, the Town of Boston has been awarded a Department of State Smart Growth Comprehensive Plan (“SGCP”) grant in the amount of \$63,000 to aid in updating its comprehensive plan; and

**WHEREAS**, the Town also has secured \$25,000 in grant funding for that project from Erie County; and

**WHEREAS**, to receive funds under the SGCP grant the Town must enter into a master grant agreement with the Department of State which contains various conditions and requirements for the comprehensive plan update and the use of the SGCP funds, including a local funds match of at least \$7,000;

**NOW THEREFORE BE IT**

**RESOLVED**, that the following Town Board of the Town of Boston hereby authorizes the Town Supervisor to execute a master grant agreement with the NYS Department of State for the Town’s Smart Growth Comprehensive Plan grant.

On August 17, 2022, 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**

**TOWN OF BOSTON – RESOLUTION NO. 2022-60**

**DECLARING CERTAIN HIGHWAY DEPARTMENT EQUIPMENT SURPLUS  
AND AUTHORIZING DISPOSAL THROUGH AUCTION**

**WHEREAS**, the Town of Boston Highway Superintendent has advised the Town Board that the following equipment no longer meets the requirements of the Highway Department because of its age, condition, or changed needs:

- 1999 International Dump Truck, VIN 1HTGEAHR8XH210997, Asset No. 13286;
- Miller Drag Paver, Model MS708A, Serial No. K12009;
- Gradall Straight Blade Attachment;
- Modern Implement York Rake, Four Foot, Three-Point Hitch, Model MR2, Serial No. 3989, Asset No. 12860;
- Modern Implement York Rake, Four Foot, Three-Point Hitch, Model MR2, Serial No. 2828, Asset No. 12741;
- Lawn Roller, Four Foot, Asset No. 12863; and

**WHEREAS**, the Highway Superintendent recommends that this property be declared surplus and sold at auction, and the Town Board has determined that declaring the equipment to be surplus property to be sold at auction is in the best interests of the Town;

**NOW THEREFORE BE IT**

**RESOLVED**, that the following Town equipment hereby is declared surplus property:

- 1999 International Dump Truck, VIN 1HTGEAHR8XH210997, Asset No. 13286;
- Miller Drag Paver, Model MS708A, Serial No. K12009;
- Gradall Straight Blade Attachment;
- Modern Implement York Rake, Four Foot, Three-Point Hitch, Model MR2, Serial No. 3989, Asset No. 12860;
- Modern Implement York Rake, Four Foot, Three-Point Hitch, Model MR2, Serial No. 2828, Asset No. 12741;
- Lawn Roller, Four Foot, Asset No. 12863; and

\* CONTINUED ON NEXT PAGE \*

**IT IS FURTHER RESOLVED**, the Highway Superintendent shall oversee the sale of the property declared surplus by this Resolution at auction on behalf of the Town of Boston.

On August 17, 2022, 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**

- 1999 INTERNATIONAL DUMP TRUCK

VIN # 1HTGEAHR8XH210997

ASSET # 13286

- MILLER DRAG PAVER

Model # MS708A

Serial # K12009

- GRADALL STRAIGHT BLADE ATTACHMENT

**TOWN OF BOSTON – RESOLUTION NO. 2022-61**

**ENGINEERING SERVICES FOR PHASE 1  
OF WATERMAIN REPLACEMENT PROJECT**

**WHEREAS**, the Town of Boston has developed a plan for watermain replacements to improve the quality and reliability of water service in the Town; and

**WHEREAS**, the Town Board previously authorized the issuance of debt to provide a source of funds for these projects, and the Town also is seeking grant funding to offset the cost of these improvements; and

**WHEREAS**, the watermain replacement projects have been divided into three phases; and

**WHEREAS**, Phase 1 of the watermain replacement project consists of replacing approximately 10,770 linear feet of watermain in Water District 1; and

**WHEREAS**, CPL, as Town Engineers, presented a proposal dated September 3, 2021 to perform the professional engineering services required for survey, design, bidding, construction administration, and construction inspection of the Phase 1 watermain replacements for a total fee of \$355,000; and

**WHEREAS**, having used the figures set forth in CPL's proposal in developing its plan of financing for the watermain replacement projects, the Town now wishes to proceed with the Phase 1 watermain replacements;

**NOW THEREFORE BE IT**

**RESOLVED**, that Town Board of the Town of Boston authorizes payment to CPL of a sum not to exceed \$355,000 to perform engineering services for replacement of approximately 10,770 feet of watermain in Water District 1, as set forth in that firm's September 3, 2021 proposal.

On August 17, 2022, 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**





ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

September 3, 2021

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

**RE: PROPOSAL FOR ENGINEERING SERVICES  
TOWN OF BOSTON – WATERMAIN REPLACEMENT PHASE 1 OF 3 PHASE PRO-  
JECT**

Dear Supervisor Keding:

We are pleased to submit our proposal for engineering services related to the design and construction for the Town of Boston's Water Main Replacement project associated with replacing approximately 10,770 linear feet of watermain in the proposed phase 1 area. The proposed phase 1 area is depicted on the attached figure and all watermain in phase 1 currently lies in Water District 1. This project consists of the construction of new 12-inch and 8-inch PVC watermain and ductile iron watermain along with associated appurtenances including services, valves and hydrants. The new mains will have several new connection points to existing watermain. The following tasks are included in our proposal.

**Survey & Mapping**

We will utilize a sub-consultant to complete full topographical survey along the route of the new watermain. The surveyor will locate existing utilities using available data, design stakeout provided by utilizing an underground call-in ticket, and at or above ground features along the route. This data will be in an AutoCAD Civil 3D format that will be utilized to design the replacement water main. We will use a qualified geotechnical engineering subconsultant to perform soil borings at several locations along the route of the new main to determine if bedrock is present or if poor soil conditions can be expected during construction. The subconsultant will provide soil boring logs that will be included as information provided to contractors during the bid process.

**Design Services**

We will prepare detailed construction drawings, specifications, contract documents, and cost estimates for the new watermain. All work will be in accordance with the standards of the Town of Boston, the Erie County Water Authority and the requirements of the applicable regulatory agencies.

We will prepare necessary permit applications and assist the Town in obtaining the necessary permits and approvals including:

Erie County DOH Plan Approval  
ECWA review of plans  
NYSDOT Highway Work Permit  
Erie County Highway Work Permit

We do not anticipate the need for wetland delineation, and we believe this will be a Type 2 action under SEQRA, for rehab or replacement of existing utilities, therefore a coordinated review is not anticipated. We will consult with SHPO to verify that no further action is required relative to archaeological work, which is not included in this proposal. We do recommend a public information meeting prior to bidding and include one meeting to present the project to the public in our proposal. We also include two meetings with the Town of Boston Town Board members to provide a narrative of the project once it is designed, and prior to bidding.

At this time, it is assumed that funding will solely be by the Town of Boston and no other funding agencies or grant agency requirements will be necessary.

**Bidding Services**

We will provide up to sixteen (16) sets of plans, specifications, and contract documents to be issued to prospective bidders.

During the bidding period, we will respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.

We will attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

**Construction Administration**

Provide construction administration services, which include shop drawing review, processing of payment requests, preconstruction and project meetings, schedule coordination, preparation of change orders, coordination with the Contractor, Town, and regulatory agencies, final inspection and punch list completion.

**Record Drawings**

Based on information collected during construction and/or provided by the contractor we will provide the Town and ECWA with record drawings to show locations of services, hydrants, valves and other appurtenances in an as built location.

**Construction Observation**

If requested, we will provide a qualified Resident Engineer to monitor the construction and the Contractor's compliance with the Contract Documents. The Resident Engineer would serve as the Town's representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities. Note, we include 600 hours of construction observation, however actual hours spent may be more or

less depending on how quickly the contractor performs the work which can be affected by adverse soil conditions, weather or other factors. Our hourly rate for construction observation is \$100 per hour.

**Additional Services of the Engineer**

1. Performing wetland delineations.
2. Performing archaeological or cultural resource surveys, if they are required by the NYS Office of Parks, Recreation and Historic Preservation.
3. Property survey for the purpose of purchasing property, establishing property line locations, or obtaining easements or rights-of-way. House locations will be based off of available tax map information and/or pictometry.

The need and extent of these services is not known at this time. We have not included a fee estimate for this work. The scope and fee can be determined at the time the extent of work, if any, is determined.

Our fee proposal to complete the work described above is as follows:

<u>Task</u>	<u>Fee</u>
Survey and Mapping	\$ 55,000
Design Services	\$ 195,000
Bidding Services/Construction Admin	\$ 39,000
Record Drawings	\$ 6,000
Subtotal	\$ 295,000
Construction Observation (based on 600 hours at \$100 per hour)	\$ 60,000
<b>TOTAL</b>	<b>\$ 355,000</b>

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. If you have any questions or require any additional information, we would be happy to meet with you at any time to discuss our approach and qualifications in detail.

Very truly yours,

CPL



Steven R. Tanner, P.E.  
Principal Associate

**Proposal Accepted By:**

Signature: \_\_\_\_\_  
Town of Boston

Date: \_\_\_\_\_



priority	Location	Description	Size	Unit Price	Unit	# units	Total
1	Heinrich Road, Route 219 to Zimmerman Road	Replace 2010LF of 12" WM	12	\$275.00	FT	2010	\$ 552,750.00
2	Zimmerman Road, Heinrich to Back Creek	Replace 1250 LF of 12" WM	12	\$275.00	FT	1250	\$ 343,750.00
4	South Abbott Road, Herman Hill to Town line	Replace 2725 LF of 8" WM	8	\$250.00	FT	2725	\$ 681,250.00
9	Herman Hill Road, From Boston State Road to South Abbott Road	Replace 2230 LF of 8" WM	8	\$250.00	FT	2230	\$ 557,500.00
11	Valley Circle Lane	Replace 2555 LF of 6" WM	8	\$250.00		2555	\$ 638,750.00
Construction Subtotal							\$ 2,774,000.00

Contingency (10%) \$ 277,400.00  
Construction Total \$ 3,051,400.00  
Engineering and Inspection \$ 355,000.00  
Legal and Administrative (5%) \$ 152,570.00

Total \$ 3,836,370.00

Plotted By: Dan Insirna

Date last plotted: 10/28/2020 4:44 PM

Date last accessed: 8/17/2020 3:09 PM

Referenced Drawings: None  
Drawing Name: S:\Projects\Boston\_Town\Water Sys Rpt\Design\Reports\Boston Water\Figures\Boston Water.dwg

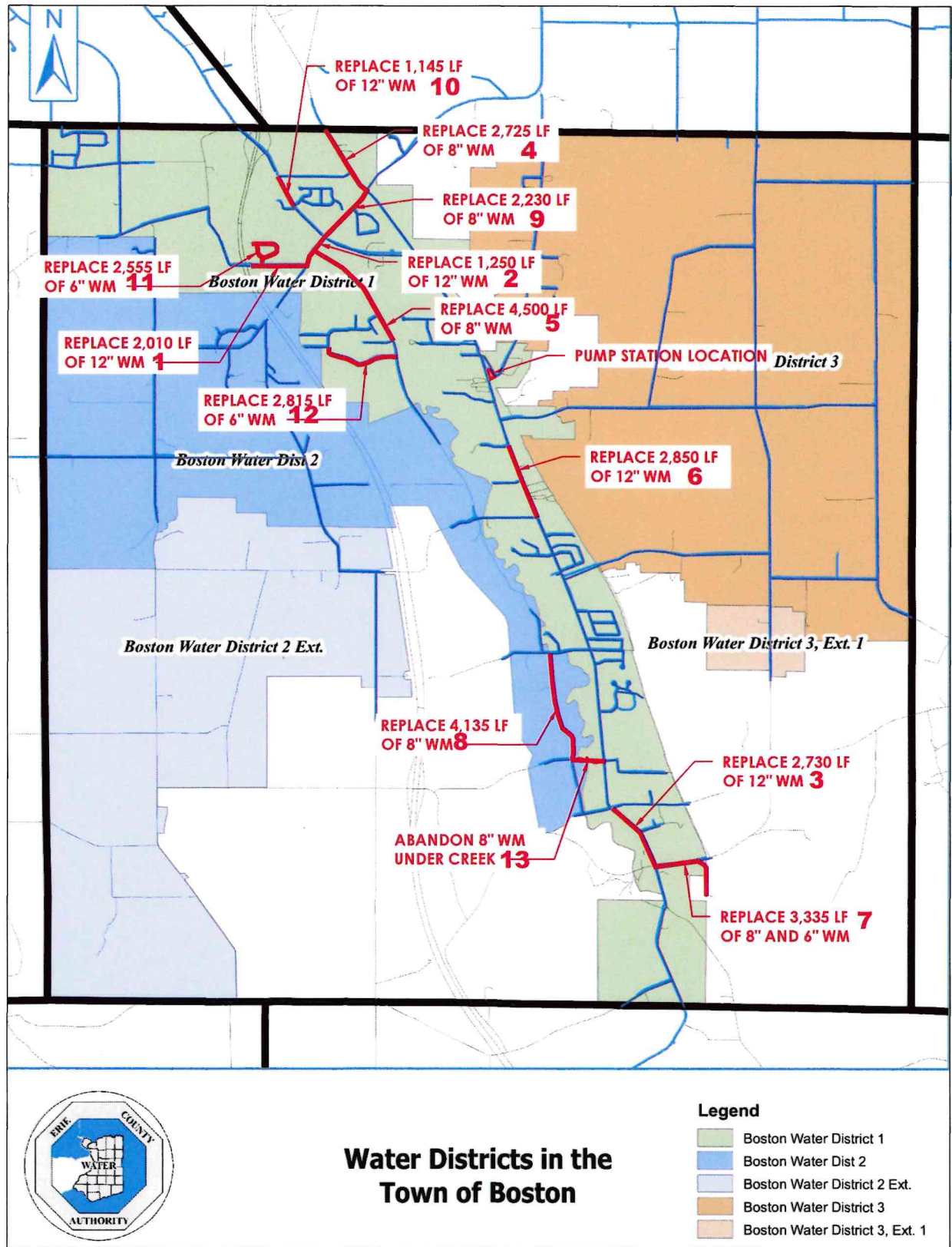


FIGURE #2



205 ST. PAUL STREET, SUITE 500  
ROCHESTER, NEW YORK 14604  
TEL (800) 274-9000  
FAX (585) 232-5836

**CPLteam.com**

ARCHITECTURE • ENGINEERING • PLANNING

DATE: 2/19/2020  
DRAWN: BR  
CHECKED: DGI  
SCALE: N.T.S.  
PROJ. #: XXXX.XX

RECOMMENDED IMPROVEMENT LOCATIONS

**TOWN OF BOSTON WATER SYSTEM IMPROVEMENTS**

BOSTON, NEW YORK

## **NOTICE OF PUBLIC HEARING**

A public hearing shall be held by the Town Board of the Town of Boston on **September 21, 2022**, at **7:30 p.m.**, at Boston Town Hall, 8500 Boston State Road, Boston, New York, to hear any and all persons either for or against 2022 Local Law Intro. No. 1, entitled: "A LOCAL LAW Providing for Waiver of Site Plan Review for Certain Minor Projects." This Local Law provides a mechanism for the waiver of formal site plan review and its attendant costs and delays for certain minor projects where formal site plan review is not practical or necessary to ensure safe and orderly development.

Copies of the proposed law, sponsored by Councilmember Lucachik, are on file in the Town Clerk's Office, Monday through Friday, from 9:00 a.m. to 4:00 p.m.

## **NOTICE OF PUBLIC HEARING**

A public hearing shall be held by the Town Board of the Town of Boston on **September 21, 2022**, at **7:30 p.m.**, at Boston Town Hall, 8500 Boston State Road, Boston, New York, to hear any and all persons either for or against 2022 Local Law Intro. No. 2, entitled: "A LOCAL LAW Eliminating zoning provisions requiring Town Board approval to erect more than one accessory building per lot." This Local Law eliminates zoning law provisions requiring Town Board approval to erect more than one accessory building per lot as other existing Town Code provisions adequately regulate accessory structures.

Copies of the proposed law, sponsored by Councilmember Lucachik, are on file in the Town Clerk's Office, Monday through Friday, from 9:00 a.m. to 4:00 p.m.





# BOSTON NEW YORK FIRE COMPANY

Boston Fire Company  
PO Box 357 Boston NY,  
14025

Members of the town board

At the regular meeting of the Boston Fire company on July 6<sup>th</sup> 2022. We accepted by vote of secret ballot Jillian Pitcher and Keith Heary to active membership. Please see attached application and arson/sex offender background check of which there were no finding of any records or convictions.

Thank You

Chris Kiefhaber Boston 9



**TOWN OF BOSTON  
APPLICATION FOR  
USE OF TOWN MEETING FACILITY**

Name/Organization Essex County Board of Elections Date 7/26/2022

Name of person responsible for facilities Shawn Vanderdoes

Title Facilities Team, Town of Boston

Applicant Address 8500 Boston State Road

Applicant Daytime Phone # 716-860-4659 # Of Attendees: 100+

Date(s) Requested\* Please See Attached Time Please See Attached Type of Event Poling Location

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: EC BOE

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

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

INSPECTION: \_\_\_\_\_  
(date)

## **ERIE COUNTY BOARD OF ELECTION**

### **SCHEDULE FOR VOTING**

#### **Primary Election**

<b>8/13/2022</b>	<b>8:30 AM – 5:30 PM</b>	
<b>8/14/2022</b>	<b>8:30 AM – 5:30 PM</b>	
<b>8/15/2022</b>	<b>11:30 AM – 9:30 PM</b>	
<b>8/16/2022</b>	<b>11:30 AM – 9:30 PM</b>	
<b>8/17/2022</b>	<b>11:30 AM – 9:30 PM</b>	
<b>8/18/2022</b>	<b>11:30 AM – 9:30 PM</b>	
<b>8/19/2022</b>	<b>11:30 AM – 9:30 PM</b>	
<b>8/20/2022</b>	<b>8:30 AM – 5:30 PM</b>	
<b>8/21/2022</b>	<b>8:30 AM – 5:30 PM</b>	
<b>8/22/2022</b>	<b>NO VOTING</b>	
<b>8/23/2022</b>	<b>5:30 AM – 9:30 PM</b>	<b>PRIMARY ELECTION</b>

**TOWN OF BOSTON**  
**APPLICATION FOR**  
**USE OF TOWN MEETING FACILITY**

RECEIVED  
BOSTON TOWN CLERK

AUG 3 PM 12:05

Name/Organization Southtowns Homeschoolers Date 8 / 3 / 22

Name of person responsible for facilities Amanda Kessler

Title Coordinator

Applicant Address 114 101 200

Applicant Daytime Phone # 114 101 200 # Of Attendees: 50

Date(s) Requested\* 10/1/2022 Time 11:00 AM Type of Event Presentation

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: Amanda Kessler

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

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

INSPECTION: \_\_\_\_\_  
(date)

**TOWN OF BOSTON – RESOLUTION NO. 2022-54**

**CLIMATE SMART COMMUNITIES PLEDGE**

**WHEREAS**, the New York State Climate Smart Communities (“CSC”) program was created to provide local governments with guidance on how to reduce greenhouse gas emissions, save taxpayer dollars, and advance community goals for health and safety, economic vitality, energy independence, and quality of life; and

**WHEREAS**, the CSC program is jointly sponsored by six New York State agencies: (1) Department of Environmental Conservation; (2) Department of Health; (3) Department of State; (4) Department of Transportation; (5) New York State Energy Research and Development Administration; and (6) Public Service Commission; and

**WHEREAS**, the State makes available grant funding for certain improvements, including projects to increase natural resiliency to future flood risks, improve emergency preparedness and response systems, and retrofit or relocate critical infrastructure to reduce future flood risks, through the Climate Smart Communities Grant program; and

**WHEREAS**, Certified Climate Smart Communities receive more points in the scoring process pursuant to which the CSC grants are awarded compared to applicants who are not members of the CSC program; and

**WHEREAS**, CSC certification requires adopting a Resolution which includes verbatim a ten-point pledge developed by the State, to be followed by taking specific additional actions which earn points toward CSC certification levels; and

**WHEREAS**, the Town Board of the Town of Boston believes it in the best interests of the Town to become a Certified Climate Smart Community and to adopt the CSC pledge; and

**WHEREAS**, adopting the CSC pledge does not obligate or bind the Town to take any specific action and participation in the CSC program is without cost to the Town;

**\*\* CONTINUED ON NEXT PAGE \*\***

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town of Boston, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

- 1) Build a climate-smart community.
- 2) Inventory emissions, set goals, and plan for climate action.
- 3) Decrease energy use.
- 4) Shift to clean, renewable energy.
- 5) Use climate-smart materials management.
- 6) Implement climate-smart land use.
- 7) Enhance community resilience to climate change.
- 8) Support a green innovation economy.
- 9) Inform and inspire the public.
- 10) Engage in an evolving process of climate action.

On August 17, 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**



# STATE SUPPORT FOR LOCAL CLIMATE ACTION

**Climate Smart Communities (CSC)** is a New York State program that supports local governments in leading their communities to reduce greenhouse gas emissions, adapt to the effects of climate change, and thrive in a green economy. The benefits of participating include leadership recognition, free technical assistance, and access to grants. Local governments participate by signing a voluntary pledge and using the CSC framework to guide progress toward creating attractive, healthy, and equitable places to live, work, and play.

## Climate Smart Community (CSC) Program Goals

- **Reduce** greenhouse gas emissions.
- **Build resiliency** to the impacts of climate change.
- **Save** taxpayer dollars.
- **Increase** energy security and reliability.
- **Improve** community public health and safety.
- **Support** a green innovation economy.
- **Demonstrate** leadership.

## How do communities benefit from the CSC program?

- **Receive funding** for climate change mitigation and adaption projects via the DEC CSC Grant program.
- **Reduce the cost of clean vehicles** and associated charging/fueling stations via the DEC Municipal Zero-emission Vehicle Rebate program.
- **Receive free technical assistance** for clean energy and climate change initiatives from regional coordinators.



- **Discover online guidance** and decision-support tools via webpages.
- **Learn about best practices** through CSC webinars.
- **Network** with like-minded community leaders at CSC events and workshops.

## Where does the support come from?

The Climate Smart Communities program is jointly sponsored by seven New York State agencies:

- Department of Environmental Conservation
- Department of Health
- Department of Public Service
- Department of State
- Department of Transportation
- Energy Research and Development Authority
- New York Power Authority



## How do communities participate in the CSC program?

- **Adopt** the Climate Smart Communities (CSC) Pledge. See below for the model resolution.
- **Visit** <https://climatesmart.ny.gov/actions-certification/getting-started/> to review next steps and be designated a **registered CSC**. Once your local government has registered, you'll see your community on displayed on the map.
- **Select actions** and learn about what it takes to become a **certified CSC** at <https://climatesmart.ny.gov/actions-certification/actions/>.
- **Sign up** for the CSC email list to be notified of upcoming opportunities at <http://www.dec.ny.gov/energy/76483.html>.
- **Visit** the CSC funding programs webpage at <http://www.dec.ny.gov/energy/109181.html>.

## Model Resolution for Municipal Adoption of the CSC Pledge

Local governments may amend the preamble to the resolution below, but all 10 points of the pledge must be adopted *verbatim* in their entirety.

*WHEREAS, the Town/Village/City/County of \_\_\_\_\_ believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and*

*WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and*

*WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and*

*WHEREAS, we believe the scale of greenhouse gas emissions reductions required for climate stabilization will require sustained and substantial efforts; and*

*WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,*

*IT IS HEREBY RESOLVED that Town/Village/City/County of \_\_\_\_\_, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following 10 elements:*

- 1) **Build a climate-smart community.**
- 2) **Inventory emissions, set goals, and plan for climate action.**
- 3) **Decrease energy use.**
- 4) **Shift to clean, renewable energy.**
- 5) **Use climate-smart materials management.**
- 6) **Implement climate-smart land use.**
- 7) **Enhance community resilience to climate change.**
- 8) **Support a green innovation economy.**
- 9) **Inform and inspire the public.**
- 10) **Engage in an evolving process of climate action.**

### CONTACT INFORMATION

#### Office of Climate Change

New York State Department of Environmental Conservation  
625 Broadway, Albany, NY 12233-1030  
P: (518) 402-8448 | F: (518) 402-9021 | [climatesmart@dec.ny.gov](mailto:climatesmart@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov)

# Climate Smart Communities (CSC) Certification Action Checklist - Version 4.2 (December 17, 2021)

Climate Smart Communities (CSC) Certification Action Checklist - Version 4.2				
<b>Please note:</b> the information below is only an overview; it does not represent the most current description of the CSC certification actions. For full details and the most current information, please visit this webpage: <a href="https://climatesmart.ny.gov/actions-certification/actions/">https://climatesmart.ny.gov/actions-certification/actions/</a>				
<b>CEC:</b> These actions are related to the NYSERDA Clean Energy Communities (CEC) high-impact actions. See this website for more info about CEC: <a href="https://www.nyserdan.gov/cec">https://www.nyserdan.gov/cec</a>				
<b>Under Review:</b> These italicized actions are currently unavailable; they are being revised by the CSC interagency team.				
<b>CSC Grants:</b> These actions may be fundable under the certification category of the DEC's CSC Grant Program. For details see this webpage: <a href="http://www.dec.ny.gov/energy/109181.html#CSC">http://www.dec.ny.gov/energy/109181.html#CSC</a>				
Action Name (version 3)	Legacy Action #	Legacy Name(s)	Points	Type/Status
<b>PE1: Build a climate-smart community.</b>				
PE1 Action: CSC Task Force	1.2	Create a community Climate Smart Community task force focused on climate mitigation and adaptation	20	Mandatory
PE1 Action: CSC Coordinator	1.3	Appoint a Climate Smart Community coordinator	10	Mandatory
PE1 Action: National/Regional Climate Program	1.5	Join a national or regional climate campaign or program	3	
PE1 Action: Partnerships with Other Entities	10.3	Cooperate with neighboring communities and partner agencies	3	
<b>PE2: Inventory emissions, set goals, and plan for climate action.</b>				
PE2 Action: Government Operations GHG Inventory	2.1	Develop a government operations GHG emissions inventory	16	Priority, CSC Grants
PE2 Action: Community GHG Inventory	2.2	Develop a community GHG emissions inventory	16	Priority, CSC Grants
PE2 Action: Government Operations Climate Action Plan	2.5	Develop a government operations climate action plan	12 - 16	Priority, CSC Grants
PE2 Action: Community Climate Action Plan	2.6	Develop a community climate action plan	16	Priority, CSC Grants
<b>PE3: Decrease energy use.</b>				
PE3 Action: Government Building Energy Audits	3.1	Conduct energy audits of local government buildings	8 - 16	Priority, Revised Q4 2021
PE3 Action: Interior Lighting Upgrades	3.2	Upgrade interior lighting	1 - 5	
PE3 Action: HVAC Upgrades	3.3	Upgrade HVAC equipment	1 - 5	
PE3 Action: Water-efficient Fixtures	3.4	Install water-efficient fixtures	1 - 4	
PE3 Action: Building Energy Management System	3.5	Install a building energy management system (EMS)	1 - 5	
PE3 Action: Benchmarking - Municipal Buildings	3.32	Adopt an energy benchmarking requirement for government-owned buildings	2 - 4	CEC
PE3 Action: Clean Energy Upgrades	NA	NA (Released as part of version 3)	10	CEC
PE3 Action: Green Building Standard for Government Buildings	3.7	Adopt a green building standard for local government buildings and facilities	2 - 4	
PE3 Action: Green Building Certification	3.8	Build a new green building	15	
PE3 Action: Fleet Inventory	NA	NA (Released as part of version 3)	4	CSC Grants
PE3 Action: Fleet Efficiency Policy	3.10	Adopt a vehicle fleet efficiency policy	2 - 3	CSC Grants
PE3 Action: Fleet Rightsizing	3.11	Right-size the local government fleet	1 - 3	
PE3 Action: Advanced Vehicles	3.12	Replace traditional vehicles with advanced vehicles	2 - 10	CEC
PE3 Action: LED Street Lights	3.15	Convert streetlights to LED	4 - 12	CEC
PE3 Action: LED Traffic Signals	3.16	Convert traffic signals to LED	1 - 4	
PE3 Action: Outdoor Lighting Reduction	3.17	Reduce number of outdoor lighting fixtures	1 - 4	
PE3 Action: Outdoor Lighting Upgrades	3.18	Upgrade outdoor lighting (other than streetlights and traffic signals) to more efficient and/or solar technology	1 - 4	
PE3 Action: Environmentally Preferable Purchasing Policy	3.24	Adopt an environmentally preferable purchasing policy	1 - 4	
PE3 Action: Financing Mechanism for Government Energy Projects	3.25	Establish a financing mechanism for energy efficiency and renewable energy projects in government owned buildings	5	
PE3 Action: Waste & Energy Provisions in Government Contracts	3.26	Incorporate energy efficiency and waste handling provisions in standard specifications and government contracts	1 - 3	
PE3 Action: Incentives for Employee Carpooling & Transit	3.28	Subsidize and incentivize employee alternative commuting	1 - 3	
PE3 Action: Energy Code Enforcement Training	NA	NA (Released as part of version 3)	5	CEC
<b>PE4: Shift to clean, renewable energy.</b>				
PE4 Action: Green Power Procurement Policy	4.1	Adopt a green power purchase policy to ensure increasing local government energy supplies come from renewables	2 - 4	



**Climate Smart Communities (CSC) Certification Action Checklist - Version 4.2 (December 17, 2021)**

Action Name (version 3)	Legacy Action #	Legacy Name(s)	Points	Type/Status
PE4 Action: Renewable Energy Feasibility Studies	4.3	Conduct feasibility studies for renewable energy installations	3 - 5	
PE4 Action: Renewable Energy Certificates	4.4	Purchase renewable energy credits (RECs)	2 - 12	CEC, Revised Q4 2021
PE4 Action: Heat Pumps	4.5	Install a geothermal heat pump or other geothermal technology at a new or existing public facility. (Version 3 name: PE4 Action: Geothermal Installation)	9 - 22	CEC
PE4 Action: Solar Energy Installation	4.6	Install solar hot water and/or solar photovoltaic technology on public property	9 - 20	
PE4 Action: Power Purchase Agreement for Renewables	4.7	Serve as a host site for a renewable energy installation and enter into a long-term service contract or power purchase agreement (PPA)	9 - 20	
PE4 Action: Wind Energy Installation	4.8	Install a wind system on public property	9 - 20	
PE4 Action: Wood Pellet Installation	4.9	Install a wood pellet heating system on public property	6 - 17	
PE4 Action: County-hosted Trainings	NA	NA (new action)	3 - 15	CEC, New as of Q4 2021
<b>PE5: Use climate-smart materials management.</b>				
PE5 Action: Organics Management Plan	NA	NA (Released as part of version 3)	2 - 16	CSC Grants
PE5 Action: Government Solid Waste Audit	3.23	Conduct a local government waste audit and track diversion rate over time	2	
PE5 Action: Recycling Bins in Government Buildings	3.20	Provide recycling bins next to all trash receptacles in local government buildings	3	
PE5 Action: Organic Waste Program for Government Buildings	3.21	Provide organic waste collection and composting in local government buildings	1 - 3	
PE5 Action: WasteWise Program	5.3	Participate in the EPA WasteWise program	1 - 2	
PE5 Action: Construction & Demolition Waste Policy	5.5	Adopt a construction and demolition waste reduction program or policy	2 - 6	CSC Grants
PE5 Action: Reuse Programs	5.6	Set up and manage a resource recovery center to encourage reuse of gently used or new materials that have been discarded. (Version 3 name: PE5 Action: Resource Recovery Center)	1 - 7	Revised Q4 2021
PE5 Action: Recycling Program for Public Places & Events	5.9	Provide recycling bins in public places and events	2 - 6	Revised Q4 2021
PE5 Action: Waste Reduction Education Campaign	5.13	Create an educational campaign to encourage recycling, composting and waste reduction	2	
PE5 Action: Community Repair	NA	NA (Released as part of version 3 in 2020)	4	Revised Q4 2021
PE5 Action: Compost Bins for Residents	5.10	Provide compost bins to residents (for sale or free)	2	
PE5 Action: Residential Organic Waste Program	5.11	Create an organics or yard waste collection program	2 - 22	
<b>PE6: Implement climate-smart land use.</b>				
PE6 Action: Comprehensive Plan with Sustainability Elements	6.1	Develop and adopt a comprehensive plan with sustainability elements	3 - 21	Priority, CSC Grants
PE6 Action: Smart Growth Policies	6.2	Incorporate smart growth principles into land-use policies and regulations	1 - 10	Revised Q4 2021
PE6 Action: Unified Solar Permit	6.3	Adopt a renewable energy ordinance	5	CEC
PE6 Action: NYStretch Energy Code	NA	NA (Released as part of version 3)	10	CEC
PE6 Action: Green Building Ordinance	6.4	Establish green building codes	1 - 6	Revised Q4 2021
PE6 Action: Resource-efficient Site Design	6.5	Create resource-efficient site design guidelines (non-reviewable)	TBD	Under Review
PE6 Action: Incentives for Renewable Energy & Efficiency Projects	6.6	Incentivize renewable energy and energy efficiency projects	TBD	Under Review
PE6 Action: Policies for Local Food Systems	6.7	Adopt land-use policies that support or incentivize farmers' markets, community gardens and urban and rural agriculture	1 - 4	Revised Q4 2021
PE6 Action: GreenLITES	3.27	Utilize a green or sustainability rating system for infrastructure improvement projects	6 - 15	
PE6 Action: Green Parking Lot Policies	6.8	Adopt green parking lot standards	1 - 4	Revised Q4 2021
PE6 Action: Complete Streets Policy	6.9	Adopt a complete streets policy	4	Priority, CSC Grants

**Climate Smart Communities (CSC) Certification Action Checklist - Version 4.2 (December 17, 2021)**

Action Name (version 3)	Legacy Action #	Legacy Name(s)	Points	Type/Status
PE6 Action: Planning for Biking & Walking	6.10	Implement strategies that support bicycling and walking. (In Q4 2020, this action was split into two actions - one for planning, one for infrastructure.)	3	CSC Grants, Revised Q4 2021
PE6 Action: Infrastructure for Biking & Walking	6.10	Implement strategies that support bicycling and walking. (In Q4 2020, this action was split into two actions - one for planning, one for infrastructure.)	2 - 12	Revised Q4 2021
PE6 Action: Alternative-fuel Infrastructure	6.11	Install electric-vehicle infrastructure	4 - 18	Priority, CEC
PE6 Action: Access to Public Transit	6.12	Implement strategies that increase public transit ridership and alternative transport modes	1 - 9	Revised Q4 2021
PE6 Action: Safe Routes to School	6.13	Implement a Safe Routes to School program	3	Revised Q4 2021
PE6 Action: Traffic Calming	6.14	Implement traffic calming measures	3 - 7	Revised Q4 2021
NA	6.15	Adopt and enforce an anti-idling ordinance	1 - 3	Retired in Q4 2021 (removed from program)
PE6 Action: Natural Resources Inventory	6.17	Develop a natural resource inventory	8 - 10	Priority, CSC Grants
PE6 Action: Local Forestry Program	6.18	Develop a local forestry or tree planting project or program	1 - 10	Revised Q4 2021
PE6 Action: Zoning for Protection of Natural Areas	6.19	Preserve natural areas through zoning or other regulations	2 - 6	Revised Q4 2021
<b>PE7: Enhance community resilience to climate change.</b>				
PE7 Action: Climate Vulnerability Assessment	7.1	Conduct a vulnerability assessment	4 - 16	Priority, CSC Grants
PE7 Action: Evaluate Policies for Climate Resilience	7.3	Review existing community plans and projects to identify climate adaptation strategies and policies or projects that may decrease vulnerability. (Version 3 name: PE7 Action: Climate Smart Resiliency Planning)	6	Priority, CSC Grants
PE7 Action: Climate Adaptation Plan	7.2 & 7.4	7.2 Develop a climate resilience vision and goals (Version 3 name: PE7 Action: Climate Resilience Vision) was combined with 7.4 Develop climate adaptation strategies (Version 3 name: PE7 Action: Climate Adaptation Strategies) in Q4 2020.	3 - 15	Priority, CSC Grants, Revised Q4 2021
PE7 Action: Climate-resilient Hazard Mitigation Plan	7.6	Update the multi-hazard mitigation plan to address changing conditions and identify specific strategies to reduce vulnerability to natural hazards. (Version 3 name: PE7 Action: Hazard Mitigation Plan)	4	Revised Q4 2021
PE7 Action: Heat Emergency Plan	7.7	Develop and implement a heat emergency plan	6	CSC Grants
PE7 Action: Shade Structures Policy	7.8	Require shade structures and features in public spaces	4	
PE7 Action: Cooling Centers	7.9	Open new or expand existing cooling centers	1 - 9	Revised Q4 2021
PE7 Action: Conserve Natural Areas	7.13	Conserve natural areas for species migration and ecosystem resilience. (Version 3 name: PE7 Action: Conservation of Natural Habitats)	1 - 21	
PE7 Action: Watershed-based Flood Mitigation Plan	7.10	Create or update a watershed assessment to identify flooding and water quality priorities. (Version 3 name: PE7 Action: Watershed Assessment) [In Q4 2020, this action split into two actions - one for flooding, one for water quality.]	2 - 5	
PE7 Action: Design Flood Elevation & Flood Maps	7.20	Require consideration of sea-level rise in planning coastal development	2 - 14	
PE7 Action: Freeboard Policies	7.19	Extend areas in which the two-foot freeboard requirement applies	4 - 19	
PE7 Action: Green Infrastructure	7.16	Use green infrastructure to manage stormwater in developed areas	1 - 14	
PE7 Action: Culverts & Dams	7.21	Right-size bridges and culverts, and remove unnecessary and hazardous dams	2 - 24	
PE7 Action: Riparian Buffers	7.12	Conserve, revegetate and reconnect floodplains and buffers in riparian areas (Version 3 name: PE7 Action: Restoration of Floodplain)	2 - 14	
PE7 Action: Strategic Relocation	7.14	Facilitate a strategic relocation of uses that are not water dependent from flood prone areas	4 - 11	
PE7 Action: Nature-based Shorelines	7.18	Use natural, nature-based or ecologically enhanced shoreline protection	2 - 12	



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Action Name (version 3)	Legacy Action #	Legacy Name(s)	Points	Type/Status
PE7 Action: National Flood Insurance Program Community Rating System	7.15	Promote community flood prevention strategies through the National Flood Insurance Program Community Rating System	3 - 9	
PE7 Action: Watershed Plan for Water Quality	7.1	Create or update a watershed assessment to identify flooding and water quality priorities. (Version 3 name: PE7 Action: Watershed Assessment) [In Q4 2020, this action split into two actions - one for flooding, one for water quality.]	2 - 6	
PE7 Action: Source Water Protection	7.25	Implement a source water protection program	6 - 10	
PE7 Action: Water Conservation & Reuse	7.23	Implement a water conservation and reuse program	2 - 6	
PE7 Action: Water-smart Landscaping	7.24	Encourage xeriscaping	1 - 6	Revised Q4 2021
PE7 Action: Early Warning Systems and Evacuation Plans	7.22	Develop or enhance early warning systems and community evacuation plans		Under Review
<b>PE8: Support a green innovation economy.</b>				
PE8 Action: Green Jobs Training	8.1	Create a green jobs training program	3	
PE8 Action: Green Vendor Fairs	8.2	Hold green vendor fairs	2	
PE8 Action: Green Economic Development Plans	8.3	Include green industries in economic development plans	4	
PE8 Action: Farmers' Markets	8.6	Create and promote local farmers' markets	3	
PE8 Action: Buy Local/Buy Green Campaign	8.7	Create a "buy local/buy green" campaign	2	
PE8 Action: Brownfield Clean-up & Redevelopment	8.8	Redevelop a brownfield site	1 - 18	
PE8 Action: Incentives for Green Businesses	8.9	Establish incentives for green industry or businesses to locate in community	4	
PE8 Action: Benchmarking - Large Private Buildings	8.11	Adopt energy benchmarking requirements for privately owned buildings. (Version 3 name: PE8 Action: Energy Benchmarking for Privately Owned Buildings)	12	CEC
PE8 Action: PACE Financing	8.12	Establish a residential energy efficiency financing program. (Version 3 name: PE8 Action: Financing Program for Building Energy Efficiency)	7 - 15	CEC
PE8 Action: Community Choice Aggregation	NA	NA (Released as part of version 3)	12 - 33	CEC, Revised Q4 2021
PE8 Action: Rooftop Solarize Campaign	NA	(Version 3 name: PE8 Action: Solarize, Clean Heating & Cooling, or Solar for All Campaign)	3	
PE8 Action: Community Campaigns	NA	NA (Released as part of version 3)	3 - 12	CEC
<b>PE9: Inform and inspire the public.</b>				
PE9 Action: Climate Change Education & Engagement	9.1	Create a climate change education, outreach, and engagement program, focusing on mitigation and adaptation	4 - 8	Priority
PE9 Action: Energy Reduction Campaign	9.2	Create and support an energy reduction campaign or challenge	5	
PE9 Action: Climate-related Public Events	9.3	Host climate-related educational seminars, workshops, conferences, or fairs	3	
PE9 Action: Local Climate Action Website	9.4	Maintain a website on local climate protection efforts	3	
PE9 Action: Social Media	9.5	Use social media to inform the community about the progress of local government's efforts	3	
<b>PE10: Engage in an evolving process of climate action.</b>				
PE10 Action: GHG Tracking System	3.31	Implement an energy or GHG management system	5	
PE10 Action: Annual Progress Report	10.1	Report on progress annually	4	
PE10 Action: Updates to Strategies & Plans	10.2	Update strategies and plan(s)	4	
<b>Innovation</b>				
Innovation: New Innovative Actions	11.1	Implement a new innovative action	3 - 18	
Innovation: Innovative Approaches to Existing CSC Actions	11.2	Implement an action using an innovative approach	5 - 10	
<b>Performance</b>				
Performance: Reduce GHGs from Government Facilities	12.1	Reduce GHG emissions from government owned facilities	15 - 45	
Performance: Reduce GHGs from Government Vehicles	12.2	Reduce GHG emissions from government owned vehicles	15 - 45	
Performance: Reduce Solid Waste from Government Operations	12.4	Reduce waste volume from local government operations	3 - 10	