

**AGENDA**  
**REGULAR BOARD MEETING - TOWN OF BOSTON**  
**November 16, 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 November 2, 2022
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Town of Boston Dog Control Officer report October 2022
2. Town Clerk's monthly report October 2022
3. October 2022 Income Statement
4. Association of Towns 2023 Annual Meeting and Training School
5. Association of Towns letter to assign delegate

**ITEM NO. IV NEW BUSINESS**

1. Requests from the Floor (3-minute time limit per person)
2. Public Hearing for EMS Contract
3. Public Hearing for Fire Contracts
4. Resolution 2022-82 Authorizing Contract for General Ambulance with Boston Emergency Squad
5. Resolution 2022-83 Authorizing Contracts for Fire Protection Services
6. Resolution 2022-84 Allocating 2022 Funds to the Ambulance Capital Reserve Fund
7. Resolution 2022-85 Amending 2022 Budget to Properly Account for AIM Funding

**ITEM NO. V OLD BUSINESS**

#### **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

**DRAFT** TOWN HALL  
7:30 P.M.

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

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Selby to approve the minutes of the October 19, 2022 regular meeting.

[illegible]

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

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

Supervisor Keding stated the floor is open for public comment.

Supervisor Keding stated the floor is closed.

A motion was made by Councilwoman Martin and was seconded by Councilwoman Lucachik to schedule a public hearing, Please take notice that the Boston Town Board, Erie County, New York, will hold a Public Hearing at the November 16, 2022 Town Board Meeting to extend the Boston Emergency Services Contract for the purpose of furnishing Ambulance Service to the Town of Boston in the amount of \$84,424 which will be allocated as follows: \$58,000 General Operating Costs, \$12,000 Liability Insurance and \$14,424 as the annual

Installment due on September 29, 2023 to Evans Bank for Ambulance unit #815, together with the Town's agreement to furnish certain facilities and to reimburse certain expenses associated with providing such Ambulance Service. Public Hearing will be held at Boston Town Hall, 8500 Boston State Road, Boston, New York, on Wednesday, November 16, 2022, at 7:40 p.m. All persons interested, in the matter shall be heard for or against at such time and place.

Dated: November 2, 2022

By Order of the Town Board

Published: November 4, 2022

Sandra L. Quinlan, Town Clerk

An Equal Opportunity Provider & Employer

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

five (5) Yes

Carried

A motion was made by Councilman Cartechine and was seconded by Councilwoman Martin to schedule a public hearing, Notice is hereby given that the Boston Town Board, Erie County, New York, will hold a public hearing for proposed Fire Protection Contracts between the 3 Boston Fire Companies and the Town of Boston. This public hearing will be held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on Wednesday, November 16, 2022, at 7:40 p.m.

North Boston Volunteer Fire Company will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

Patchin Volunteer Fire Company will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

Boston Volunteer Fire Company, Inc. will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

All persons interested in the matter shall be heard for or against at such time and place.

Dated: November 2, 2022

By Order of the Town Board

Published: November 4, 2022

Sandra L. Quinlan, Town Clerk

An Equal Opportunity Provider & Employer

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

five (5) Yes

Carried

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

## RESOLUTION 2022-78

## FUND BALANCE POLICY

The Town shall comply with the reporting requirements of Article 3 of General Municipal Law of the State of New York and the Governmental Accounting Standards Board (GASB) Statement Number 54; the Town Board of the Town of

Motion Con't:

Boston hereby reviews and approves the Fund Balance Policy previously dated September 4, 2019.

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

five (5) Yes

Carried

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

**RESOLUTION 2022-79      AUTHORIZING DISPOSAL OF SURPLUS EQUIPMENT**

The Town of Boston Town Hall Laborer has identified the following equipment obsolete due to age, condition, or changed needs:

(1) Cub Cadet Snow Thrower, Model No. 31AH64T5710, Serial No. 11039B36462

(9) Metal Tables in the Community Room, "Vicro Mfg" 8 ft x 2.5 ft; and the above listed equipment is declared surplus property and authorized for disposal through sales, auction, scrap metal, certified destruction (hard drives), or garbage in accordance with the capital asset policy.

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

five (5) Yes

Carried

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

**RESOLUTION 2022-80      ADOPTION OF THE 2023 BUDGET**

The preliminary budget as changed, altered and revised and as hereinafter set forth, is hereby adopted as the annual budget of the Town of Boston for the fiscal year ending December 31, 2023.

TOWN OF BOSTON, NEW YORK Amendments to the Preliminary Budget:

Officer	Tentative 2023 Salary	Adopted 2023 Salary
Supervisor	43,440	43,026
Councilman	9,555	9,100
Councilman	9,555	9,100
Councilman	9,555	9,100
Councilman	9,555	9,100
Town Clerk	53,176	52,670
Town Justice	21,277	21,075
Town Justice	21,277	21,075
Superintendent of Highways	76,052	75,327

Motion Con't:

			<u>Tentative</u> <u>2023 Budget</u>	<u>Adopted</u> <u>2023 Budget</u>	<u>Change</u>
<b>Change raises from 5% to 4% and Town Board to 0%</b>					
Decrease	A 1010.1	Town Board - PS	38,220.00	36,400.00	(1,820.00)
Decrease	A 1110.1	Town Justice - PS	124,497.00	123,314.00	(1,183.00)
Decrease	A 1220.1	Supervisor - PS	143,801.00	142,431.00	(1,370.00)
Decrease	A 1340.1	Budget Director	3,822.00	3,786.00	(36.00)
Decrease	A 1355.1	Assessor - PS	73,779.00	73,077.00	(702.00)
Decrease	A 1410.1	Town Clerk - PS	112,448.00	111,379.00	(1,069.00)
Decrease	A 1420.1	Attorney - PS	17,695.00	17,527.00	(168.00)
Decrease	A 1620.1	Buildings - PS	29,380.00	29,101.00	(279.00)
Decrease	A 3510.1	Dog Control - PS	14,392.00	14,255.00	(137.00)
Decrease	A 3620.1	Safety Inspection - PS	88,880.00	88,040.00	(840.00)
Decrease	A 5010.1	Supt of Highways - PS	95,472.00	94,563.00	(909.00)
Decrease	A 6772.1	Program for Aging - PS	34,403.00	34,075.00	(328.00)
Decrease	A 7110.1	Parks - PS	133,163.00	131,905.00	(1,258.00)
Decrease	A 7270.1	Event Coordinator	2,730.00	2,704.00	(26.00)
Decrease	A 7510.1	Historian - PS	3,877.00	3,840.00	(37.00)
Decrease	A 8010.1	Zoning - PS	8,235.00	8,157.00	(78.00)
Decrease	A 8020.1	Planning - PS	5,746.00	5,691.00	(55.00)

			<u>Tentative</u> <u>2023 Budget</u>	<u>Adopted</u> <u>2023 Budget</u>	<u>Change</u>
<b>Remove Parks Roller</b>					
Decrease	A 7110.2	Parks - Equip	39,200.00	1,200.00	(38,000.00)

<b>BAN Issuance Advisory Services</b>					
Increase	A 1380.4	Fiscal Agent - Contr	-	10,000.00	10,000.00
Increase	A 1420.4	Attorney - Cont	37,414.00	47,414.00	10,000.00

<b>Re-allocate More Sales Tax to Fire LOSAP</b>					
Increase	A 599	Appropriated Fund Balance	(404,540.00)	(426,216.00)	(21,676.00)
Decrease	A 1120	Nonproperty Tax Dist.	(975,000.00)	(925,000.00)	50,000.00
Increase	SF 1120	Nonproperty Tax Dist.	(50,000.00)	(100,000.00)	(50,000.00)
Increase	SF 9025.8	Svc Award Program	200,000.00	250,000.00	50,000.00

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

five (5) Yes

Carried

A motion was made by Councilwoman Martin and was seconded by Supervisor Keding,

**RESOLUTION 2022-81**

**CHANGE ORDER NO. 1 FOR SENIOR CENTER  
HVAC IMPROVEMENTS CONTRACT**

The Town Board of the Town of Boston hereby authorizes the Town Supervisor to execute Change Order No. 1 to the Senior Center HVAC Improvements contract with Mollenberg-Betz for that firm to provide the labor and materials necessary for installation of ADA-compliant toilets, touchless flush valves and faucets, procurement and installation of air purifiers, for a total sum not to exceed \$9,360, which shall be paid from the proceeds of the Town's Community Development Block Grant Program grant.

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

five (5) Yes

Carried

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin to approve the Use of Town Meeting Facility application for Early Elementary Southtowns Homeschoolers, for homeschool presentation, February 27 and March 20, 2023, 1:30 pm, Town Hall Community Room.

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

five (5) Yes

Carried

**Reports and Presentations:**

Highway Superintendent Telaak reported on the following:

Leaf pickup is still going on in Town. There is a lot of leaves available if anyone would like them, please contact the Highway Department. We would be glad to deliver them to you.

Councilwoman Selby reported on the following:

Continuing to work with Sandy and the Clerk's office. She's been in communication with me about Waste Management Issues. Thank you for keeping me updated on these issues, I am reaching out to Pat Martino almost daily with different areas of Town. I am trying to get things streamlined before the winter comes, then we may face some additional challenges. I am hopeful that it will get better. Thank you, Sandy, for your communication as well as Jason helping me out with the residents coming to see him. I appreciate the support.

Councilman Cartechine reported on the following:

Thanked all that attended the Town Halloween Party. Thanked all that helped with the event; Councilwoman Martin donated donut holes, tableware, and prizes, Councilwoman Selby for bringing a trunk and being in costume, Bob and June Telaak for donating pumpkins to give away, Bob also brought a Highway Truck down, possibly the first time that was done, Margaret helped set up for the event, Sandy for bringing a trunk, The Fire Companies always come out in force for events like this, the Patchin Fire Company, Boston Fire Company, North Boston had apparatus at the event. Apology to the Boston Emergency Services, because I'm not used to working with them and I didn't think till the last minute to extend an invitation. It was just an oversight, nothing more than that. Sponsors, Red Barrel Cider Mill donated apples and cider, Jennifer Warren had goodie bags for the kids, Tracy Baruski hand made the chocolates for the Halloween contest prizes, Barbara and Cindy Moore helped with the crayons and coloring books. It was our first year back and it was nice to see everybody out. Appreciate everyone the taking time and contributions for the event. Next year this event is going to be a Town Event and I am certain that our Town event planner will really do some special things for next year.

Councilwoman Lucachik reported on the following:

Planning Board meeting for November, next Tuesday is cancelled.

Councilwoman Martin reported on the following:

Reiterated from what Mike had said about the Town Halloween Party. Thanked Bob and June, the kids were excited about the pumpkins they received. Thanked all involved. It is nice to belong to a community that everybody rallies together, and the kids look like they were having a great time. There were a couple of kids wearing excavator costumes, I'm sure they were excited to have a Highway truck there. It was a lot of fun, we had our first year back after covid, so definitely it will be better next year.

Town Clerk Quinlan reported on the following:

Early voting in the Town Hall Community room, weekdays, Noon to 9 pm, weekends 9 am to 5 pm. No voting on Monday November 7<sup>th</sup>. Election day, Tuesday November 8<sup>th</sup>, normal polling location. Town Hall will be closed on Election Day, November 8<sup>th</sup> and Veterans Day, November 11<sup>th</sup>. DEC free fishing day November 11<sup>th</sup>, Veterans Day, anyone over 16 years can fish without a Fishing license. ConnectLife blood drive from November 1<sup>st</sup> collected 26 units and helped save the lives of 78 friends and neighbors. Next blood drive is December 6<sup>th</sup>, 2-7 pm in the Community room.

Thanked Councilwoman Selby, Supervisor Keding, and Allison for their involvement with the changeover to totes, there are issues that were not anticipated, I do appreciate others reaching out to Waste Management.

Supervisor Keding reported on the following:

A couple of updates. The North Boston pavilion, had a construction meeting this morning. Supposed to be done by the end of last month, but mother nature decided to drop a lot of rain on us, couldn't lay the concrete. Tentative schedule is mid to late December. Once the concrete is in, the framing, roofing, plumbing, and electrical work can be done. Hopefully it will be done by the end of the year or roll into next spring. Community room updates, just passed that resolution. It will be some nice upgrades for the Town Hall, modernizing our mens and ladies restrooms to contactless toilets, faucets already there, contactless faucets in the kitchen area, air purifiers that we can move around the building. It is a great opportunity, and it does not hit our budget. We are merely pulling our taxpayer dollars back to those federal funds. Now that the budget is done, it is on to water for me, that'll keep me busy.

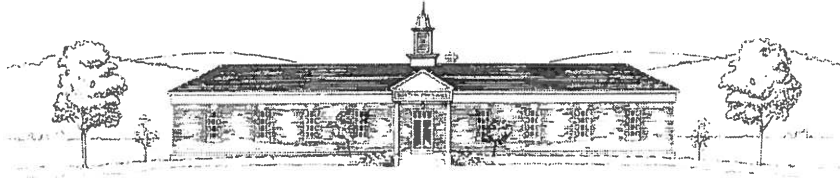
A motion was made by Supervisor Keding and was seconded by Councilwoman Martin to adjourn the meeting at 7:56 p.m.

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

five (5) Yes

Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK



## TOWN OF BOSTON

**Town Board Meeting:** November 16, 2022

Abstract #1 – 2022 Payables

Journal #AP-3519

\$ 238,147.08

**Total 2022 Payables Due**

**\$ 238,147.08**

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**Breakout by Fund:**

General (A) Fund:	\$ 108,757.47
Highway (DB) Fund:	\$ 44,974.69
Lighting (L30) Fund:	\$ 1,268.11
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ 773.41
Refuse & Garbage (SG) Fund:	\$ 71,529.65
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ -
Capital Projects (H00):	\$ 10,843.75

**Total expenses submitted for approval:**

**\$ 238,147.08**

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).

# November 16, 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 - 3519		Journal Desc: AP Batch 44		Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-0480-0000-0000	PREPAID EXPENDITURE	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2023 2023 Annual ERS Invoice - Prepaid in Nov. 2022	11/16/2022	Vendor#: 404	\$18,035.96	\$0.00	\$0.00	32	
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	11/16/2022	Fund A00 AP Account	\$0.00	\$108,757.47	\$0.00	85	
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2022-10-01 Oct. 2022 - Justice Court Funds to State/County	11/16/2022	Vendor#: 178	\$3,767.00	\$0.00	\$0.00	81	
A00-1010-4000-0000	TOWN BD-CONTR	Visa 2622 - Oct. 2022 October 2022 Visa Bill - GoToMeeting (1 yr), Adobe Acrobat Pro (1 yr), AOT Training Registrations, bleach & floor tile glue/spreader	11/16/2022	Vendor#: 1863	\$192.00	\$0.00	\$0.00	44	
A00-1010-4000-0000	TOWN BD-CONTR	The Buffalo News 152002 (Acct. #582586) AD ID #1708540 - Fire Contract Public Hearing Notice	11/16/2022	Vendor#: 1671	\$100.00	\$0.00	\$0.00	57	
A00-1010-4000-0000	TOWN BD-CONTR	The Buffalo News 152003 (Acct. #582586) AD ID #1708543 - Boston EMS Contract Public Hearing Notice	11/16/2022	Vendor#: 1671	\$82.00	\$0.00	\$0.00	58	
A00-1010-4000-0000	TOWN BD-CONTR	East Aurora Advertiser 188814 Springville Journal - Breast Cancer Awareness Month Insert (10/6/22)	11/16/2022	Vendor#: 1869	\$66.00	\$0.00	\$0.00	65	
A00-1110-4000-0000	TOWN JUSTICE-CONTR	James Lembke 11/7/22 Substitute Court Officer (2 hrs x \$30/hr)	11/16/2022	Vendor#: 1985	\$60.00	\$0.00	\$0.00	24	
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - Oct. 2022 October 2022 Visa Bill - GoToMeeting (1 yr), Adobe Acrobat Pro (1 yr), AOT Training Registrations, bleach & floor tile glue/spreader	11/16/2022	Vendor#: 1863	\$299.88	\$0.00	\$0.00	45	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2211004 Accounting Services 9/1/22 - 9/30/22 (2 hr JE & Bank Rec Review / 0.5 hr Budget Review)	11/16/2022	Vendor#: 1747	\$300.00	\$0.00	\$0.00	59	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2211004 Accounting Services 9/1/22 - 9/30/22 (2 hr JE & Bank Rec Review / 0.5 hr Budget Review)	11/16/2022	Vendor#: 1747	\$100.00	\$0.00	\$0.00	60	
A00-1410-0401-0000	TOWN CLERK- CONTR	Visa 2622 - Oct. 2022 October 2022 Visa Bill - GoToMeeting (1 yr), Adobe Acrobat Pro (1 yr), AOT Training Registrations, bleach & floor tile glue/spreader	11/16/2022	Vendor#: 1863	\$195.62	\$0.00	\$0.00	46	
A00-1440-0400-0000	ENGINEER- CONTR	Clarke Patterson Lee (CPL) 86396 Project #R22.16431.01 - Senior Center HVAC Work (2.5 hrs) Services Ending 10/28/22	11/16/2022	Vendor#: 1918	\$330.00	\$0.00	\$0.00	67	
A00-1620-0200-0000	BUILDINGS- EQUIP	Mollenberg-Betz Inc. 21783 Pay App #2 - HVAC Project	11/16/2022	Vendor#: 1954	\$20,970.00	\$0.00	\$0.00	84	

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

Created By: epericak

Journal Number: AP - 3519		Journal Desc: AP Batch 44		Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 30508 (41) November 2022 - Pest Control Service - Town Hall	11/16/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	82	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 11/22 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (6360 kwh)	11/16/2022	Vendor#: 37	\$940.15	\$0.00	\$0.00	80	
A00-1620-0400-0000	BUILDINGS- CONTR	WHITE'S APPLIANCE, INC. 4098 Repair Call for Nutrition Drain	11/16/2022	Vendor#: 1439	\$103.00	\$0.00	\$0.00	68	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Oct. 2022 Stmt BLDG Acct. #1475 - Invoice #'s 177120, 177222, 177293, 177439	11/16/2022	Vendor#: 24	\$27.28	\$0.00	\$0.00	69	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Oct. 2022 Stmt BLDG Acct. #1475 - Invoice #'s 177120, 177222, 177293, 177439	11/16/2022	Vendor#: 24	\$7.47	\$0.00	\$0.00	70	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Oct. 2022 Stmt BLDG Acct. #1475 - Invoice #'s 177120, 177222, 177293, 177439	11/16/2022	Vendor#: 24	\$1.79	\$0.00	\$0.00	71	
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Oct. 2022 Stmt BLDG Acct. #1475 - Invoice #'s 177120, 177222, 177293, 177439	11/16/2022	Vendor#: 24	\$390.00	\$0.00	\$0.00	72	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4133888313 Town Hall - Cleaning Supplies & Toilet Paper Refill	11/16/2022	Vendor#: 1758	\$17.17	\$0.00	\$0.00	77	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4133888313 Town Hall - Cleaning Supplies & Toilet Paper Refill	11/16/2022	Vendor#: 1758	\$37.94	\$0.00	\$0.00	78	
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 9919496937 Cell Phones for Town - October 2022	11/16/2022	Vendor#: 53	\$31.25	\$0.00	\$0.00	63	
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - Oct. 2022 October 2022 Visa Bill - GoToMeeting (1 yr), Adobe Acrobat Pro (1 yr), AOT Training Registrations, bleach & floor tile glue/spreader	11/16/2022	Vendor#: 1863	\$32.82	\$0.00	\$0.00	47	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4136652968 Town Hall - Cleaning Supplies & Toilet Paper Refill	11/16/2022	Vendor#: 1758	\$17.17	\$0.00	\$0.00	41	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4136652968 Town Hall - Cleaning Supplies & Toilet Paper Refill	11/16/2022	Vendor#: 1758	\$37.94	\$0.00	\$0.00	42	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4136653076 Town Hall - (14) mats; Floor Cleaner; Wet Mop; Air Freshener; Soap	11/16/2022	Vendor#: 1758	\$81.40	\$0.00	\$0.00	37	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4136653076 Town Hall - (14) mats; Floor Cleaner; Wet Mop; Air Freshener; Soap	11/16/2022	Vendor#: 1758	\$38.28	\$0.00	\$0.00	38	
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1F1Q-THFJ-D713 Buildings - Shark Vacuum & Filter Replacements, Shipping (PO 574)	11/16/2022	Vendor#: 2003	\$224.86	\$0.00	\$0.00	15	

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

Created By: epericak

Journal Number: AP - 3519		Journal Desc: AP Batch 44		Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 11/2022 - Acct. #3237465 08 - Acct. #3237465 08 - Town Hall - November 2022 (566 CCF)	11/16/2022	Vendor#: 726	\$349.15	\$0.00	\$0.00	17	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NATIONAL FUEL 11/2022 - Acct. #6897553 08 - Acct. #6897553 08 - Boys & Girls Club - November 2022 (79 CCF)	11/16/2022	Vendor#: 726	\$62.58	\$0.00	\$0.00	16	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4136653082 Trooper Barracks - (16) Mats	11/16/2022	Vendor#: 1758	\$111.04	\$0.00	\$0.00	36	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4133888337 Trooper Barracks - (16) Mats	11/16/2022	Vendor#: 1758	\$111.04	\$0.00	\$0.00	79	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 30507 (40) November 2022 - Pest Control Service - Trooper Barracks	11/16/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00	83	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	wnynetWorks 00004261 October 2022 - IT Systems Support (2 hrs)	11/16/2022	Vendor#: 1703	\$190.00	\$0.00	\$0.00	56	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Vaspian, LLC 116265 November 2022 Billing - VOIP Phone Systems (31 Extensions)	11/16/2022	Vendor#: 1947	\$632.40	\$0.00	\$0.00	20	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Wells Fargo Financial Leasing 5022441237 Xerox Copier Lease (11/24/22 - 12/23/22)	11/16/2022	Vendor#: 1779	\$109.70	\$0.00	\$0.00	14	
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	ASSOCIATION OF TOWNS 2023 Dues - Annual Town Association Membership Dues - Beginning 1/1/2023	11/16/2022	Vendor#: 34	\$1,200.00	\$0.00	\$0.00	74	
A00-3510-0400-0000	DOG CONTROL- CONTR	VERIZON WIRELESS 9919496937 Cell Phones for Town - October 2022	11/16/2022	Vendor#: 53	\$31.25	\$0.00	\$0.00	62	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 9919496937 Cell Phones for Town - October 2022	11/16/2022	Vendor#: 53	\$31.25	\$0.00	\$0.00	61	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/14/22 Mileage Reimbursement 6/23/22 - 8/31/22 [642.3 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$75.06	\$0.00	\$0.00	53	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/14/22 Mileage Reimbursement 6/23/22 - 8/31/22 [642.3 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$173.57	\$0.00	\$0.00	54	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/14/22 Mileage Reimbursement 6/23/22 - 8/31/22 [642.3 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$127.12	\$0.00	\$0.00	55	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Visa 2622 - Oct. 2022 October 2022 Visa Bill - GoToMeeting (1 yr), Adobe Acrobat Pro (1 yr), AOT Training Registrations, bleach & floor tile glue/spreader	11/16/2022	Vendor#: 1863	\$20.00	\$0.00	\$0.00	48	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Amazon Capital Services 1DR7-JNXY-JLK6 Code Enforcement - Tape Refills; Legal File Envelopes; Shipping	11/16/2022	Vendor#: 2003	\$130.78	\$0.00	\$0.00	12	

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

Created By: epericak

Journal Number: AP - 3519		Journal Desc: AP Batch 44			Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #		
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/2/22 Mileage Reimbursement 3/16/22 - 6/21/22 [1022.5 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$87.57	\$0.00	\$0.00	5		
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/2/22 Mileage Reimbursement 3/16/22 - 6/21/22 [1022.5 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$193.05	\$0.00	\$0.00	6		
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/2/22 Mileage Reimbursement 3/16/22 - 6/21/22 [1022.5 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$187.96	\$0.00	\$0.00	7		
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/2/22 Mileage Reimbursement 3/16/22 - 6/21/22 [1022.5 miles x \$0.585]	11/16/2022	Vendor#: 2028	\$129.58	\$0.00	\$0.00	8		
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	KENNETH TELAAK 2022 Boots 2022 Boot Allowance	11/16/2022	Vendor#: 1511	\$175.00	\$0.00	\$0.00	27		
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 9919496937 Cell Phones for Town - October 2022	11/16/2022	Vendor#: 53	\$31.25	\$0.00	\$0.00	64		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4133888228 Highway - (7) Mats, (660) Shop Towels	11/16/2022	Vendor#: 1758	\$34.22	\$0.00	\$0.00	75		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4133888228 Highway - (7) Mats, (660) Shop Towels	11/16/2022	Vendor#: 1758	\$95.52	\$0.00	\$0.00	76		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4136861449 Highway - Uniforms	11/16/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	34		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4136148232 Highway - Uniforms	11/16/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00	35		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4136652998 Highway - (7) Mats, (660) Shop Towels	11/16/2022	Vendor#: 1758	\$34.22	\$0.00	\$0.00	39		
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4136652998 Highway - (7) Mats, (660) Shop Towels	11/16/2022	Vendor#: 1758	\$95.52	\$0.00	\$0.00	40		
A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 11/2022 - Acct. #3237464 10 Acct. #3237464 10 - Highway Garage - November 2022 (150 CCF)	11/16/2022	Vendor#: 726	\$104.90	\$0.00	\$0.00	19		
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/22 - Acct. #1005-2715-660 Acct. #1005-2715-660 - 219 Lights (258 kwh)	11/16/2022	Vendor#: 37	\$43.40	\$0.00	\$0.00	9		
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/22 - Acct. #1001-3627-434 Acct. #1001-3627-434 - St. Light, Entire R3 (3269 kwh)	11/16/2022	Vendor#: 37	\$1,717.78	\$0.00	\$0.00	1		
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/22 - Acct. #1001-3627-426 Acct. #1001-3627-426 - St. Light Entire R2 (1367 kwh)	11/16/2022	Vendor#: 37	\$287.78	\$0.00	\$0.00	3		
A00-7110-0400-0000	PARKS- CONTR	Seasonal Lawncare 713467 2022 Veg Control Application 3 - Roundup Pro Max at North Boston Park	11/16/2022	Vendor#: 1792	\$476.32	\$0.00	\$0.00	13		
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. Oct. 2022 - Parks Oct. 2022 - Parks Gas (54.3 gallons) and Diesel (93.3 gallons)	11/16/2022	Vendor#: 90	\$256.75	\$0.00	\$0.00	25		
A00-8010-0400-0000	ZONING-CONTR	Avalon BNOV220103 2 Full Color Zoning Maps Laminated	11/16/2022	Vendor#: 2045	\$209.69	\$0.00	\$0.00	43		

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

Created By: epericak

Journal Number: AP - 3519		Journal Desc: AP Batch 44		Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-8540-0400-0000	DRAINAGE-CONTR	SCHREIBER WINKELMAN,INC. 4212 12 Yards Topsoil for Sunset Drive Drairage	11/16/2022	Vendor#: 757	\$420.00	\$0.00	\$0.00	28	
A00-9010-0800-0000	STATE RETIREMENT	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2023 2023 Annual ERS Invoice - Prepaid in Nov. 2022	11/16/2022	Vendor#: 404	\$54,107.86	\$0.00	\$0.00	30	
DB0-0480-0000-0000	PREPAID EXPENDITURE	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2023 2023 Annual ERS Invoice - Prepaid in Nov. 2022	11/16/2022	Vendor#: 404	\$10,592.55	\$0.00	\$0.00	33	
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	11/16/2022	Fund DB0 AP Account	\$0.00	\$44,974.69	\$0.00	87	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Fastenal Company NYORC85150 Grade 8 Plain Finish Hex Cap Screw	11/16/2022	Vendor#: 1598	\$20.02	\$0.00	\$0.00	29	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FREY HEAVY DUTY 1059946 Cut out and install customer supplied u-bolt bracket for front end passenger side leaf spring	11/16/2022	Vendor#: 19	\$246.47	\$0.00	\$0.00	21	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FREY HEAVY DUTY 1059979 Rear Spring Single Axle - Bushing & Spring Pin	11/16/2022	Vendor#: 19	\$219.16	\$0.00	\$0.00	22	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FREY HEAVY DUTY 1060012 Replace broken leaf - Repair Plate & Center Bolts	11/16/2022	Vendor#: 19	\$48.65	\$0.00	\$0.00	23	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 5276 1/2" Couplers, 1/2" Tips, Freight	11/16/2022	Vendor#: 1988	\$110.21	\$0.00	\$0.00	10	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 5137 Telescopic Cylinder for 2009 Ford F550, Freight (PO 180)	11/16/2022	Vendor#: 1988	\$1,960.00	\$0.00	\$0.00	11	
DB0-9010-0800-0000	STATE RETIREMENT	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2023 2023 Annual ERS Invoice - Prepaid in Nov. 2022	11/16/2022	Vendor#: 404	\$31,777.63	\$0.00	\$0.00	31	
H00-0600-0000-0000	ACCOUNTS PAYABLE	Fund H00 AP Account	11/16/2022	Fund H00 AP Account	\$0.00	\$10,843.75	\$0.00	90	
H00-7110-0200-0001	NORTH BOSTON PARK SHELTER	LaBella Associates 179677 Project No. 2190909.024 - North Boston Town Park Restroom & Pavilion (9/24/22 - 10/21/22)	11/16/2022	Vendor#: 1901	\$1,093.75	\$0.00	\$0.00	73	
H00-8340-0200-0003	WATERLINE REPLACEMENTS - PHASE 1	Clarke Patterson Lee (CPL) 86404 Project #R22.16751.00 - Design of 10,700 ft. Water Main - Services Ending 10/28/22	11/16/2022	Vendor#: 1918	\$9,750.00	\$0.00	\$0.00	66	
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	11/16/2022	Fund L30 AP Account	\$0.00	\$1,268.11	\$0.00	86	
L30-5182-0401-0000	CONTRACTS	NYSEG 10/22 - Acct. #1001- 3627-418 Acct. #1001-3627-418 - St. Light Dist. 1, R3 (2123 kwh)	11/16/2022	Vendor#: 37	\$1,164.99	\$0.00	\$0.00	4	
L30-5182-0401-0000	CONTRACTS	NYSEG 10/22 - Acct. #1001- 3627-400 Acct. #1001-3627-400 - St. Light Dist. 1, R2 (426 kwh)	11/16/2022	Vendor#: 37	\$103.12	\$0.00	\$0.00	2	

# November 16, 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 - 3519		Journal Desc: AP Batch 44		Journal Date: 11/16/2022		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	11/16/2022	Fund SG0 AP Account	\$0.00	\$71,529.65	\$0.00	89	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018792-1342-7 October 2022 Curb Service & Hazardous Waste Collection / Sept. 2022 Recycling (48.73 tons)	11/16/2022	Vendor#: 432	\$3,500.76	\$0.00	\$0.00	49	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018792-1342-7 October 2022 Curb Service & Hazardous Waste Collection / Sept. 2022 Recycling (48.73 tons)	11/16/2022	Vendor#: 432	\$61,032.40	\$0.00	\$0.00	50	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018792-1342-7 October 2022 Curb Service & Hazardous Waste Collection / Sept. 2022 Recycling (48.73 tons)	11/16/2022	Vendor#: 432	\$6,984.12	\$0.00	\$0.00	51	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0018792-1342-7 October 2022 Curb Service & Hazardous Waste Collection / Sept. 2022 Recycling (48.73 tons)	11/16/2022	Vendor#: 432	\$12.37	\$0.00	\$0.00	52	
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	11/16/2022	Fund SM0 AP Account	\$0.00	\$773.41	\$0.00	88	
SM0-4540-0400-0000	CONTRACTUAL	NATIONAL FUEL 11/2022 - Acct. #3237466 06 Acct. #3237466 06 - EMS Building - November 2022 (199 CCF)	11/16/2022	Vendor#: 726	\$134.11	\$0.00	\$0.00	18	
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. Oct. 2022 - EMS Oct. 2022 - EMS Gas (103.7 gallons) and Diesel (79.6 gallons)	11/16/2022	Vendor#: 90	\$639.30	\$0.00	\$0.00	26	
Total Number of 90 Transactions			No Errors		\$238,147.08	\$238,147.08	\$0.00		

### AP - 3519 Summary By Fund Number

Fund	Debit	Credit	ENC/LIQ
A00	\$108,757.47	\$108,757.47	\$0.00
DB0	\$44,974.69	\$44,974.69	\$0.00
H00	\$10,843.75	\$10,843.75	\$0.00
L30	\$1,268.11	\$1,268.11	\$0.00
SG0	\$71,529.65	\$71,529.65	\$0.00
SM0	\$773.41	\$773.41	\$0.00
<b>Total</b>	<b>\$238,147.08</b>	<b>\$238,147.08</b>	<b>\$0.00</b>

# TOWN OF BOSTON DOG CONTROL OFFICER REPORT 55

MONTH OF: October 2022 - Very quiet month!

Dates of Month

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

\* Spam / Gov. calls have been increasing again?

Phone Calls Received

3 3 2 3 11

Phone Calls Returned

3 3 2 3 11

Personal Calls Made

0 0 0 0 0

# Miles Patrolled

0 0 0 0 0

# of Gallon gas used

0 0 0 0 0

# of alive dogs Picked up

0 0 0 0 0

# of dead dogs Picked up

0 0 0 0 0

# of dogs Released to owner

0 0 0 0 0

\*\*\*Fines Collected

# of dogs euthenized

0 0 0 0 0

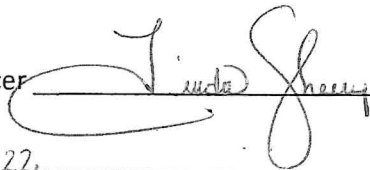
# of dogs adopted

0 0 0 0 0

# of dogs impounded

0 0 0 0 0

Signature of Dog Control Officer



Date Submitted: 11-3-22

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

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

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

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

# TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

OCTOBER, 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:

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## A1255

<u>13</u>	DECALS	<u>56.12</u>
<u>1</u>	MARRIAGE LICENSES NO. 22016 TO 22016	<u>17.50</u>
<u>3</u>	PHOTOCOPIES	<u>0.75</u>
<u>7</u>	DEATH CERTIFICATES	<u>70.00</u>
<u>1</u>	MARRIAGE CERTIFICATES	<u>10.00</u>
<u>37</u>	FAXES	<u>9.25</u>

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<b>TOTAL TOWN CLERK FEES</b>	<b>163.62</b>
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## A2544

<u>57</u>	DOG LICENSES	<u>435.00</u>
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<b>TOTAL A2544</b>	<b>435.00</b>
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## A2555

<u>11</u>	BUILDING PERMITS	<u>2,110.00</u>
<u>3</u>	CERTIFICATE OF OCCUPANCY	<u>75.00</u>
<u>1</u>	PLANNING BD SUB DIV REV	<u>9,750.00</u>

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<b>TOTAL A2555</b>	<b>11,935.00</b>
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## SR2130

<u>3</u>	REFUSE & GARBAGE	<u>151.45</u>
<u>59</u>	WM BAG STICKER	<u>177.00</u>
<u>2</u>	PRO ANNUAL FEE ADD. TOTE	<u>297.92</u>

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<b>TOTAL SR2130</b>	<b>626.37</b>
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# TOWN CLERK'S MONTHLY REPORT

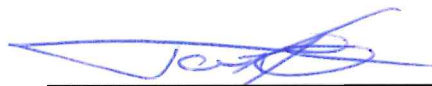
OCTOBER, 2022

page 2

## DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	12,533.62
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	626.37
PAID TO NYSDEC FOR DECALS	961.88
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	69.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
<b>TOTAL DISBURSEMENTS</b>	<b>14,213.37</b>

NOVEMBER 1, 2022



JASON KEDING

, SUPERVISOR

Nov 7<sup>th</sup> 2022

## 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

4 day of November 2022



Notary Public

KAREN A. LUTZ

Notary Public, State of New York

Qualified in Erie County

Reg. No. 01LU4980073

My Commission Expires Apr. 8, 2023

**Town of Boston**  
**Income Statement: 2022**  
**For the Period Ending 10/31/22**

General					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenues</i>					
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	812,367	92.84%
A00-1170-0000-0000	FRANCHISES	120,000	120,000	63,724	53.10%
A00-1255-0000-0000	CLERK FEES	3,200	3,200	2,817	88.02%
A00-1550-0000-0000	DOG CONTROL FEES	150	150	100	66.67%
A00-1972-0000-0000	PROGRAM FOR AGING	700	700	1,099	157.04%
A00-2001-0000-0000	PARK & RECREATION INCOME	7,000	7,000	5,388	76.98%
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000	975	97.50%
A00-2089-0000-0000	CULTURAL & REC INCOME	-	-	-	100.00%
A00-2110-0000-0000	ZONING INCOME	2,500	2,500	2,700	108.00%
A00-2401-0000-0000	INTEREST AND EARNINGS	8,000	8,000	3,027	37.84%
A00-2410-0000-0000	RENT / REAL PROP INCOME	88,800	88,800	66,600	75.00%
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	4,790	116.83%
A00-2545-0000-0000	LICENSES- OTHER	300	300	300	100.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	18,200	18,200	23,987	131.80%
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	158,168	95.86%
A00-2665-0000-0000	SALE OF EQUIPMENT	-	-	2,100	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	-	-	49,689	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 GOV'T GRANTS	-	-	-	100.00%
A00-3897-0000-0000	CULTURAL GRANTS	-	-	2,500	100.00%
A00-4089-0000-0000	FEDERAL AID-OTHER	-	-	307,639	100.00%
A00-4489-0000-0000	FEDERAL AID, OTHER HEALTH	-	-	-	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>\$ 1,820,577</b>	
<i>Expenditures</i>					
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 36,400	\$ 36,400	\$ 30,333	83.33%
A00-1010-4000-0000	TOWN BD-CONTR	4,000	4,000	1,477	36.93%
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	118,569	118,569	100,124	84.44%
A00-1110-2000-0000	JUSTICE - EQUIP	1,000	1,000	-	0.00%
A00-1110-4000-0000	TOWN JUSTICE-CONTR	5,500	5,500	2,722	49.49%
A00-1220-0100-0000	SUPERVISOR- PER SVC	136,952	136,952	115,868	84.61%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	238	23.80%
A00-1220-0400-0000	SUPERVISOR- CONTR	5,000	5,000	2,273	45.47%
A00-1320-0402-0000	SPECIAL AUDITS	4,000	4,000	1,900	47.50%
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	5,000	5,000	2,400	48.00%
A00-1321-0401-0000	ACCOUNTING FEES	5,000	5,000	2,520	50.41%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,640	3,640	3,080	84.62%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	70,267	70,267	56,587	80.53%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,806	806	44.65%
A00-1355-0401-0000	ASSESSOR- CONTR	4,000	4,000	1,788	44.70%
A00-1380-0400-0000	FISCAL AGENT- CONTRACT	-	-	5,706	100.00%
A00-1410-0100-0000	TOWN CLERK- PER SVC	107,095	107,095	88,164	82.32%
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,000	1,000	-	0.00%
A00-1410-0401-0000	TOWN CLERK- CONTR	4,000	4,000	2,301	57.52%
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	16,852	16,852	14,043	83.33%
A00-1420-0401-0000	ATTORNEY- CONTR	37,414	37,414	20,475	54.73%
A00-1430-4000-0000	PERSONNEL- CONTR	6,500	6,500	5,500	84.62%
A00-1440-0400-0000	ENGINEER- CONTR	50,000	70,700	32,932	46.58%
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	10,374	56.08%
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	53,695	85,445	159.13%
A00-1620-0400-0000	BUILDINGS- CONTR	90,000	90,000	67,528	75.03%
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	15,000	15,000	6,548	43.66%
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	10,000	10,000	1,250	12.50%
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	10,000	10,000	10,060	100.60%
A00-1650-0200-0000	CENTR COMM- EQUIP	3,000	3,000	-	0.00%
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	30,000	30,000	25,124	83.75%
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	15,500	15,500	13,034	84.09%
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 GOV'T SUPPORT	16,500	16,500	13,750	83.33%
A00-1990-0000-0000	CONTINGENT ACCOUNT	20,000	20,000	-	0.00%
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	5,000	5,000	4,439	88.79%

A00-3510-0100-0000	DOG CONTROL- PER SVC	13,706	13,706	11,422	83.33%
A00-3510-0200-0000	DOG CONTROL- EQUIP	1,000	1,000	-	0.00%
A00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	1,609	80.44%
A00-3620-0100-0000	SAFETY INSPECT-PER SVC	73,151	73,151	44,596	60.96%
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	2,551	102.05%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	90,927	90,927	76,298	83.91%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	3,500	3,500	3,241	92.60%
A00-5132-0400-0000	GARAGE-CONTR	26,000	26,000	14,426	55.49%
A00-5182-0400-0000	STREET LIGHTING-CONTR	25,000	25,000	16,236	64.94%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	32,765	32,765	24,741	75.51%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	7,500	7,500	2,116	28.21%
A00-7110-0100-0000	PARKS- PER SVC	126,839	126,839	88,536	69.80%
A00-7110-0201-0000	EQUIPMENT	50,000	50,000	-	0.00%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	15,622	62.49%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,600	2,600	2,200	84.62%
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	3,077	83.33%
A00-7510-0401-0000	HISTORIAN- CONTR	500	500	439	87.80%
A00-7520-0400-0000	HISTORIAN PROP-CONTR	3,000	3,000	-	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	20,000	14,946	74.73%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	14,000	14,000	9,910	70.79%
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	14,000	14,000	9,631	68.79%
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	2,120	26.72%
A00-8010-0400-0000	ZONING-CONTR	9,000	9,000	1,479	16.43%
A00-8020-0100-0000	PLANNING-PER SVC	5,472	5,472	2,996	54.76%
A00-8020-0400-0000	PLANNING- CONTR	6,000	6,000	2,844	47.40%
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	3,662	24.41%
A00-8710-0100-0000	CONSERVATION-PER SVC	3,010	3,010	420	13.94%
A00-8710-0400-0000	CONSERVATION- CONTR	5,900	5,900	3,776	64.01%
A00-8745-0400-0000	FLOOD & EROSION CONTROL-CONTRA	15,000	15,000	15,000	100.00%
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	51,632	77.06%
A00-9040-0800-0000	WORKERS' COMPENSATION	14,000	14,000	12,063	86.17%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	5,000	5,000	6,946	138.93%
A00-9055-0800-0000	DISABILITY INSURANCE	500	500	759	151.82%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	75,000	75,000	45,110	60.15%
A00-9730-0600-0000	BAN PRINCIPAL	40,000	40,000	40,000	100.00%
A00-9730-0700-0000	BAN INTEREST	22,760	22,760	22,760	100.00%
A00-9950-0900-0000	TRANSFERS TO CAPITAL PROJECTS FUND	-	-	307,639	100.00%
		\$ 2,086,503	\$ 2,111,704	\$ 1,773,360	

Highway					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
Revenue					
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	1,354	33.84%
DB0-2650-0000-0000	SALE OF SCRAP	-	-	891	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT	-	-	9,055	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	740	36.99%
DB0-2801-0000-0000	INTERFUND REVENUES	80,000	80,000	-	0.00%
DB0-3501-0000-0000	STATE AID	159,975	249,691	45,375	18.17%
		\$ 1,340,744	\$ 1,435,739	\$ 1,157,462	
Expenditure					
DB0-5110-0100-0000	GENERAL REPAIRS-PER SVC	\$ 208,535	\$ 208,535	\$ 201,508	96.63%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	208,926	261,648	125.23%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	42,000	67,000	52,027	77.65%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	30,000	30,000	39,408	131.36%
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	37,978	54.25%
DB0-5140-0100-0000	BRUSH & WEEDS-PER SVC (General Fund to Reimb)	43,238	43,238	14,624	33.82%
DB0-5140-0101-0000	BRUSH & WEEDS-PER SVC (HWY Right of Way Work)	\$0.00	\$0.00	\$14,898.02	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	57,950	44.58%
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	24,092	70.86%
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	46,110	57.64%
		\$ 1,475,658	\$ 1,763,170	\$ 1,150,492	

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	90	59.95%
HA0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
		<b>\$ 115,457</b>	<b>\$ 115,457</b>	<b>\$ 115,397</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>					
HBO-1001-0000-0000	REAL PROPERTY TAX	\$ 51,571	\$ 51,571	\$ 51,571	100.00%
HBO-2401-0000-0000	INTEREST & EARNINGS	250	250	90	36.18%
		<b>\$ 51,821</b>	<b>\$ 51,821</b>	<b>\$ 51,661</b>	
<i>Expenditure</i>					
HBO-8340-0400-0000	CONTRACTUAL	\$ 23,146	\$ 23,146	\$ 13,025	56.27%
HBO-9730-0600-0000	BAN'S - PRINCIPAL	28,140	28,140	28,140	100.00%
HBO-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	647	43.15%
		<b>\$ 258,230</b>	<b>\$ 258,230</b>	<b>\$ 258,019</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	115,847	99.71%
		<b>\$ 258,230</b>	<b>\$ 258,230</b>	<b>\$ 244,539</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	43	43.24%
		<b>\$ 3,101</b>	<b>\$ 3,101</b>	<b>\$ 3,044</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	93	37.29%
		<b>\$ 29,326</b>	<b>\$ 29,326</b>	<b>\$ 29,169</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	32	42.25%
		<b>\$ 11,053</b>	<b>\$ 11,053</b>	<b>\$ 11,010</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>					
H00-4989-0000-0000	FED AID - OTHER HOME & COMMUNITY SVC	\$ -	\$ -	\$ 150,000	100.00%
H00-5031-0000-0000	INTERFUND TRANSFERS	-	-	307,639	100.00%
H00-5730-0000-0000	BOND ANTICIPATION NOTES	-	-	1,013,790	
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 457,639</u>	
<i>Expenditure</i>					
H00-7110-0200-0001	NORTH BOSTON PARK SHELTER	\$ -	\$ -	\$ 146,378	100.00%
H00-8340-0200-0001	BOSTON STATE ROAD WATER MAIN REPLACEMENT	-	-	423,047	100.00%
H00-8340-0200-0003	WATERLINE REPLACEMENTS - PHASE 1	-	-	64,750	
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 634,175</u>	

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	26	34.99%
		<u>\$ 14,026</u>	<u>\$ 14,026</u>	<u>\$ 13,977</u>	
<i>Expenditure</i>					
L30-5182-0401-0000	CONTRACTS	\$ 14,026	\$ 14,026	\$ 9,421	67.17%
		<u>\$ 14,026</u>	<u>\$ 14,026</u>	<u>\$ 9,421</u>	

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	489	32.59%
		<u>\$ 805,209</u>	<u>\$ 805,209</u>	<u>\$ 804,198</u>	
<i>Expenditure</i>					
SFO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 104	100.00%
SFO-3410-0401-0000	CONTRACTS	624,127	624,127	595,802	95.46%
SFO-9025-0800-0000	SERVICE AWARDS PROGRAM	200,000	393,189	393,189	100.00%
SFO-9040-0800-0000	WORKERS COMP INSURANCE	15,000	15,000	12,476	83.18%
		<u>\$ 839,127</u>	<u>\$ 1,032,316</u>	<u>\$ 1,001,571</u>	

Refuse					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SGO-1001-0000-0000	REAL PROPERTY TAX	\$ 797,640	\$ 797,640	\$ 797,640	100.00%
SGO-2130-0000-0000	REFUSE AND GARBAGE CHARGES	1,200	1,200	2,243	186.91%
SGO-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	483	48.27%
		<u>\$ 799,840</u>	<u>\$ 799,840</u>	<u>\$ 800,366</u>	
<i>Expenditure</i>					
SGO-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 799,840	\$ 799,840	\$ 590,952	73.88%
		<u>\$ 799,840</u>	<u>\$ 799,840</u>	<u>\$ 590,952</u>	

Ambulance					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SMO-1001-0000-0000	REAL PROPERTY TAX	\$ 100,134	\$ 100,134	\$ 100,134	100.00%
SMO-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	50,000	50,000	50,000	100.00%
SMO-2401-0000-0000	INTEREST INCOME	200	200	228	114.24%
		<u>\$ 150,334</u>	<u>\$ 150,334</u>	<u>\$ 150,362</u>	
<i>Expenditure</i>					
SMO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 13	100.00%
SMO-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	40,000	40,000	-	0.00%
SMO-4540-0400-0000	CONTRACTUAL	70,910	70,910	57,237	80.72%
SMO-9025-0800-0000	LOCAL PENSION FUND	19,000	19,000	12,463	65.59%
SMO-9040-0800-0000	WORKER'S COMP	6,000	6,000	5,512	91.86%
SMO-9730-0600-0000	BAN'S PRINCIPAL	12,991	12,991	12,991	100.00%
SMO-9730-0700-0000	BAN'S INTEREST	1,433	1,433	1,432	99.94%
		<u>\$ 150,334</u>	<u>\$ 150,334</u>	<u>\$ 89,647</u>	

# 2023 Annual Meeting & Training School

Registration & Hotel Information

February 19 - 22, 2023

New York Marriott Marquis  
New York, NY



Learn. Network. Get Certified.

# 2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



## AT A GLANCE

### • Registration Deadlines

1. **Pre-registration** rates are available from Nov. 1, 2022 - Jan. 27, 2023. Registration rates increase Jan. 28, 2023 - Feb. 3, 2023. In-person registration will be required after Feb. 3, 2023. Register online at [www.nytowns.org](http://www.nytowns.org).
2. **EXPENSES:** Actual and necessary expenses incurred in attending this school, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).

### • Book your Room

After registering to attend our 2023 Annual Meeting & Training School, book your hotel room by Jan. 27, 2023.

**New York Marriott Marquis** at [1\(877\)303-0104](tel:18773030104)

**Web Site:** <https://book.passkey.com/event/50364104/owner/1322/home>

For groups of 10 or more, call or email Ana Monte at (212)704-8953 or [ana.monte@marriott.com](mailto:ana.monte@marriott.com).

### • Download the mobile event app

Our mobile event app contains class schedule, speaker bios, exhibitor and sponsor information, as well as additional info designed to enhance your entire meeting experience. Our app will be available earlier than ever this year, stay tuned!

### • Upon Arrival

Hotel check-in is on the 8th floor of the hotel. Badge pick up and on-site registration for the Annual Meeting will be on the 5th floor and will be open from 11 a.m. to 5 p.m. on Sunday; 8 a.m. to 5 p.m. on Monday; and 7:30 a.m. to 2 p.m. Tuesday.

### Questions? Contact us!

(518)465-7933 • [www.nytowns.org](http://www.nytowns.org)

Registration or hotel questions may be directed to Executive Meeting Coordinator Patty Kebea.  
Speakers may direct their questions to AOT Director of Information and Programming Chris Anderson.  
Exhibitors may direct their questions to AOT Deputy Director Kim Splain.

# 2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



## Registration Rates\* & Deadlines

*\*Registration includes refreshments at the Opening General Session on Monday and Breakfast with the Association on Tuesday.*

**ONLINE REGISTRATION IS NOW OPEN AT [WWW.NYTOWNS.ORG](http://WWW.NYTOWNS.ORG)**

**\*NYC Transit/MTA – must register via mail; online is not available.**

**Our Social  
Networking  
Hour Returns  
In a newly  
renovated  
location**

### Early-bird rates

**Cut-off is Jan. 27, 2023**

Member municipality, conference | \$150  
Non-member municipality, conference | \$175  
Non-municipality, company, conference | \$350

### On-site rates

**Jan. 28, 2023 - Feb. 3, 2023**

Member municipality, conference | \$185  
Non-member municipality, conference | \$210  
Non-municipality, company, conference | \$385

## Attorney Continuing Legal Education (CLE)

*(Credit hours and rates – 10 Professional Practice/Skills credits and 2 Ethics credits. All courses provide transitional and non-transitional credit.)*

### **FEE INCLUDES MEETING REGISTRATION.**

Member (early bird / on-site) | \$465 / \$500  
Non-member (early bird / on-site) | \$490 / \$525  
Non-municipality, company, conference (early bird / on-site) | \$665 / \$700

## Code Enforcement Officer In-Service Training

We have yet to receive a draft agenda for Code Enforcement Officers. However, we have spoken with New York State Department of State's Building Standards and Codes Division, and we expect to provide 16 hours of in-service training at our 2023 Annual Meeting.

### Book your room

**Cut-off is Jan. 27, 2023**

Room reservations made after the cut-off date will be as availability allows.

- Call New York Marriott Marquis at [1\(877\)303-0104](tel:1(877)303-0104)
- Visit: <https://book.passkey.com/event/50364104/owner/1322/home>

# 2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



## Registration Form

(One form required per attendee. Cancellation requests must be postmarked or faxed to AOT at (518)465-0724 by 5 p.m. Feb. 3, 2023. All cancellations will be charged a \$10 processing fee. )

### ***Print or type:***

Name \_\_\_\_\_

Title \_\_\_\_\_ Municipality/Company \_\_\_\_\_

County \_\_\_\_\_ Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_

	Registration Type	Select? (✓)	Rate
<b>Prior to Jan. 28</b>	Early-bird Member		\$150
	Early-bird Non-member		\$175
	Early-bird Non-municipality / company		\$350
	Early-bird CLE member		\$465
	Early-bird CLE non-member		\$490
	Early-bird CLE non-municipality/company		\$665
<b>Between Jan. 29 and Feb. 3</b>	Member		\$185
	Non-member		\$210
	Non-municipality / company		\$385
	CLE member		\$500
	CLE non-member		\$525
	CLE non-municipality / company		\$700

**BOOK your room by Jan. 27, 2023. Vouchers are not an accepted form of payment.**

- Call the New York Marriott Marquis at 1(877)303-0104; or
- Visit <https://book.passkey.com/event/50364104/owner/1322/home>

**MAIL or FAX completed registration form with a check for the corresponding registration fee to:**

Association of Towns  
150 State St.  
Albany, NY 12207  
Fax: (518)465-0724

# 2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



## Room Rates, Payment & Parking Garage Information

Please note that if you choose to make your room reservations outside of the Association's group block, such as through an Internet reservation system or with a discount coupon, the Association can suffer significant financial penalties.

### New York Marriott Marquis Room Rates

1535 Broadway, New York, NY 10036

**Cut-off is Jan. 27, 2023**

Marquis Standard King/Double | \$299

Times Square View | \$399\*

Deluxe Suite | \$599\*

Premier One-Bedroom Suite | \$699\*

Reservations made after the cut-off are subject to availability. All reservations must be guaranteed by a major credit card. Room cancellations within 72 hours of reservation date and "no shows" will result in one night's charge. Hotel check-in is 4 p.m. on the 8th floor. Early arrivals cannot be guaranteed. Check-out time is 11 a.m. Late check-outs cannot be granted due to occupancy. Rooms with an asterisk (\*) next to them have limited availability.

To join Marriott Rewards, please follow the instructions at this link and download the Marriott Rewards app: <https://www.marriott.com/rewards/createAccount/createAccountPage1.mi>.

#### To pay for hotel by check

1. Please include W9 form.
2. Write Hotel Confirmation Number on Check.
3. Include e-mail address with payment for a copy of your receipt.
4. Include Tax Exempt Form
5. Mail to arrive at least 21 days before your arrival:

New York Marriott Marquis  
Accounting Dept., 9th Floor  
1535 Broadway  
New York, NY 10036

#### To pay for hotel in advance by credit card

1. Fill out and fax back the attached credit card authorization form.
2. Include the tax exempt form.
3. To confirm receipt of fax:
  - Call 212-398-1900 and ask for Front Office Credit Dept.
  - Include e-mail address on the credit card authorization form
  - Vouchers are not accepted as a form of payment.

Times Square Local Parking Garages					
NAME	PHONE	ADDRESS	DIRECTIONS	BUSES ALLOWED?	MAXIMUM HEIGHT
Edison Parking	(212)757-8375	332 W. 44th St.	Right out to 9th Ave., left on 44th St., first garage on right	No	6'6"
Icon	(212)757-1498	250 W. 50th St.	South side between 8th Ave. and Broadway	No	6'7"

# 2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



## Travel, Bus / Group & Hotel Arrival Information

**Parking:** Valet entrance is on 46th St. between Broadway and 8th Ave. Hotel valet parking rates are as follows:

- Compact and standard-sized cars | \$70, up to 24 hours
  - SUVs | \$80, up to 24 hours
- Oversized vehicles | \$95, up to 24 hours

Additional parking is available at several local parking garages; please refer to the parking garage chart on the previous page.

**Group travel:** For groups with 10 or more rooms with specific billing and arrival and/or departure information, please contact **Ana Monte** at **(212)704-8953** or **[ana.monte@marriott.com](mailto:ana.monte@marriott.com)**. To expedite your group's arrival, please complete the New York Marriott Marquis Group Arrival Form in this section and submit to Ana Monte (contact information below). Portage fees apply.

**Bus group check-in:** Upon your bus group's arrival to the New York Marriott Marquis, check-in is on the 3rd floor of the hotel.

**Baggage:** For all groups, there is a **mandatory** baggage handling charge: **\$11.23 per bag/round trip**

- The baggage handling fee must be paid prior to arrival either by credit card or by check. **Guests will be charged for excess baggage.** Checks should arrive at least 14 days before arrival and be mailed to:

Marriott Marquis  
Attn: Ana Monte, Asst. Director of Event Planning  
3rd Floor, Sales and Catering Office  
1535 Broadway, New York, NY 10036

**Download our mobile event app:** Stay tuned for announcements about our 2023 Event App!

**Annual Social Networking Cocktail Hour:** Register by Jan. 27, 2023 for a chance to be invited to our Annual Social Networking Cocktail Hour on Monday evening.

## Questions? Contact us!

(518)465-7933 • [www.nytowns.org](http://www.nytowns.org)

Registration or hotel questions may be directed to Executive Meeting Coordinator Patty Kebea.  
Speakers may direct their questions to AOT Director of Information and Programming Chris Anderson.





# STEPS TO USE MOBILE CHECK-IN WITH MARRIOTT REWARDS APP

## Mobile Check In

+

## Mobile Key

1. Download or Open the Marriott App.
2. Complete Mobile Check In.
3. Ensure "Get a Mobile Key" is selected.
4. Confirm Check In and select done
5. Ensure phone settings allow push notifications from Marriott App

1. Wait to receive the room key ready notification.
2. Click "Get Key".
3. Click the  DOWNLOAD
4. Click the  icon to pull up key.
5. Click "Room Directions" to get to your room.
6. Hold phone against door lock and press to unlock your door.
7. Wait for the  to turn 

### Ready when you are.

Mobile check-in gets you to your room faster.

 Check In



### Get a Mobile Key

Accepting these Terms and Conditions qualifies you to use a Mobile Key (if available).



Done

NEW YORK MARRIOTT MARQUIS

### We're ready for you.

Room 3730 is yours. When you're ready to settle in, you can access your key at any time.

Get Key

MOBILE KEY

### Let's get your Mobile Key...

Download it now to use throughout your stay.

 DOWNLOAD



### You're all set.

Use the key icon on the right to access Mobile Key whenever you want.

 LEARN MORE



Room 3730

ROOM DIRECTIONS >

### Unlock Your Room

Tap the key icon first and then hold the back of your phone to the lock.



Room 3730

ROOM DIRECTIONS >

### Unlocking...

Make sure you hold your phone close to the lock.

Room 3730

ROOM DIRECTIONS >

### You're In

Your room is now unlocked.



**MARRIOTT MARQUIS**  
**NEW YORK**

**Credit Card Authorization Form**

Dear Sir/Madam,

This form has been created in order to allow you to have third party expenses charged to your credit/debit card. I understand that the hotel is not required to accept this form and that the guest should check with the hotel to ensure they accept third party transactions (212-398-1900). Please provide all the information requested below to ensure prompt processing of your application. We ask you to please sign and date the form before submission. Please fax the completed form to **NEW YORK MARRIOTT MARQUIS** at 212-930-7611. **Please note: Authorization Form must be received 48 hours prior to guest arrival.**

\*\*\*For Security reasons, Marriott International complies with all Payment Card Industry standards. However, we recommend that the card holder purchase a gift card for the guest rather than send their credit card information via a third party form.

**Cardholder Information - Required**

Name as it appears on the credit/debit card: \_\_\_\_\_

Card type: ☐ Visa ☐ MC ☐ Amex ☐ Diners/CB ☐ Discover ☐ JCB

Account type: ☐ Personal ☐ Corporate | Company Name: \_\_\_\_\_

Issuing Bank: \_\_\_\_\_ Phone #: \_\_\_\_\_

Credit Card number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Address: \_\_\_\_\_  
(where statement is mailed)

City, State and Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax or alternate number: \_\_\_\_\_

**Guest Information - Required**

Guest name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Confirmation number: \_\_\_\_\_

Arrival date: \_\_\_\_\_ Departure date: \_\_\_\_\_

Relation to cardholder: ☐ Relative ☐ Friend ☐ Business Associate ☐ Other: \_\_\_\_\_

I understand that should there be any issues with the credit/debit card being used to settle my charges, I will be responsible for all expenses incurred during my stay. Departure date cannot be extended unless a new authorization form is completed.

Guest name: (Printed) \_\_\_\_\_

Guest signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Rate Information and Approved Charges - Required**

Room rate:\* \_\_\_\_\_ Taxes:\* \_\_\_\_\_ Total daily rate:\* \_\_\_\_\_ Number of nights: \_\_\_\_\_

\*(Rate and tax amount must be provided by a hotel representative in order to complete this form)

☐ Room & Tax

☐ Other: \*No incidental charges\*

**Incidental charges are not covered under the Credit Card Authorization form.** The guest will be asked to provide a method of payment for these charges. Items include: Telephone, Food & Beverage, Internet, Movies, Gift Shop, Parking and Laundry. It is recommended that a Gift Card is purchased for the guest to use during their stay to cover such charges.

<https://gifts.marriott.com> or dial 801-468-4167.

I certify that all information is complete and accurate. I hereby authorize the **NEW YORK MARRIOTT MARQUIS** to collect payment for all charges as indicated in the Rate Information and Approved Charges section of this form by processing a charge to the credit/debit card listed above. Charges must not exceed \_\_\_\_\_ for the entire stay/event. I understand that a new form will have to be completed if guest wishes to extend his/her stay. I certify that I am the authorized signer of the credit/debit card listed above.

Cardholder name: (Printed) \_\_\_\_\_

Cardholder signature: \_\_\_\_\_ Date: \_\_\_\_\_

## New York Marriott Marquis Group Arrival Form

### **IMPORTANT NOTE: THIS FORM DOES NOT SECURE YOUR SLEEPING ROOM RESERVATION**

Name of Group: \_\_\_\_\_

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

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

Please Note: Hotel Check In time is 4pm. Any Group Arrivals prior to 4PM are NOT guaranteed ready rooms. Special Room Requests are NOT guaranteed 4PM check in. Hotel Check Out time is 11:00am. **Bus arrivals (10 people or more) check-in will take place on the 3<sup>rd</sup> floor.**

#### Bus Arrival / Departure Information:

Bus Arrival Date \_\_\_\_\_ Bus Arrival Time \_\_\_\_\_

Bus Departure Date \_\_\_\_\_ Bus Departure Time \_\_\_\_\_

Name of Bus/Van/Shuttle Company: \_\_\_\_\_

Number of Bus/Van/Shuttle? \_\_\_\_\_

- Please call our Tour Captain Phone **# 212-704-8938** on your Arrival Date 15 minutes prior to arrival at the Hotel.
- This will ensure that our Bell Staff is prepared for the group's bus/shuttle/van arrival.
- Bus Pick Up & Drop Off location is on 45<sup>th</sup> Street by Starbucks. New York City does not offer overnight Bus Parking.
- Please plan accordingly with your bus company.
- All luggage/bags need to be tagged with Guest Name Prior to Arrival at the Hotel.

**\*IMPORTANT:** Please advise Event Manager/Hotel Tour Captain of any arrival/departure time changes\*

Onsite Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of People: \_\_\_\_\_ Number of Rooms: \_\_\_\_\_ Estimated Number of Bags: \_\_\_\_\_

The Porterage charge is mandatory for all groups (10 or more persons) that have a Bus, Van and/or Shuttle arrival at \$10.94 per bag/round trip, regardless if Bellman assistance is needed.

Will you require guest assistance with luggage upon arrival: Yes or No

Date & Time \_\_\_\_\_

*Please note with bag delivery at check-in it will take up to 45 – 60 minutes for every 20 bags to be delivered to guestrooms by the bellman.*

Will you require a bag pull/pick-up at checkout: Yes or No

Date & Time \_\_\_\_\_

*Please note that checkout is at noon, and with a group bag pull/pick-up it will take 30 – 40 minutes for every 20 rooms to be assisted by the bellman.*

THE  
ASSOCIATION OF TOWNS  
OF THE

STATE OF NEW YORK

GERALD K. GEIST  
*Executive Director*

KIMBERLY A. SPLAIN  
*Deputy Director*

150 State Street  
Albany, NY 12207

Telephone  
Area Code 518 – 465-7933  
Fax # 518 – 465-0724

LORI A. MITHEN-DeMASI  
*Counsel*

SARAH B. BRANCATELLA  
*Associate Counsel*

KATHLEEN N. HODGDON  
*Associate Counsel*

October 30, 2022

Dear Town Clerk:

I'm writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association's annual legislative platform. Assignments should be made to town officials who plan on attending the 2023 Training School and Annual Meeting, to be held at the New York Marriott Marquis, February 19-22, 2023.

**To assign your delegate:** The town board must adopt a resolution designating its delegate (and alternate). The alternate will assume delegate voting responsibilities if, the delegate cannot vote for any reason. After the resolution complete and submit the enclosed Certificate of Designation to us no later than **February 3, 2023**.

**Important dates for the delegate:** The optional Informational Budget Hearing will be held Sunday, February 19, 2023. Voting will take place at the Annual Business Meeting on Wednesday, February 22, 2023.

**A note about membership dues:** For a delegate to cast their vote at the Annual Business Meeting, your town's 2023 dues must be received in the office by February 3, 2023. We are unable to apply dues payments received by mail in our office after that date, no exceptions.

Kindest regards,



Gerald K. Geist  
Executive Director

## CERTIFICATE OF DESIGNATION

**This form must be filed with:**

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

**No later than FEBRUARY 3, 2023**

In order to establish eligibility and credentials to vote at the 2023 Business Session

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

*To Ensure Correct Spelling On Badges, Please Print Or Type*

I, \_\_\_\_\_, Town Clerk of the Town of \_\_\_\_\_, in  
the County of \_\_\_\_\_ and State of New York DO HEREBY CERTIFY that  
the town board of the aforesaid town has duly designated the following named person to attend  
the Annual Business Session of the Association of Towns of the State of New York, to be held  
during February 22, 2023, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of  
the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

NAME OF ALTERNATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Town Clerk

**PUBLIC NOTICE  
TOWN OF BOSTON  
PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Boston Town Board, Erie County, New York, will hold a Public Hearing at the November 16, 2022 Town Board Meeting to extend the Boston Emergency Services Contract for the purpose of furnishing Ambulance Service to the Town of Boston in the amount of \$84,424 which will be allocated as follows: \$58,000 General Operating Costs, \$12,000 Liability Insurance and \$14,424 as the annual Installment due on September 29, 2023 to Evans Bank for Ambulance unit #815, together with the Town's agreement to furnish certain facilities and to reimburse certain expenses associated with providing such Ambulance Service. Public Hearing will be held at Boston Town Hall, 8500 Boston State Road, Boston, New York, on Wednesday, November 16, 2022, at 7:40 p.m. All persons interested, in the matter shall be heard for or against at such time and place.

**DATED:**

**November 2, 2022**

**PUBLISHED:**

**November 4, 2022**

**BY ORDER OF THE  
TOWN BOARD**

SANDRA L. QUINLAN,  
TOWN CLERK

An Equal Opportunity  
Provider & Employer

**TOWN OF BOSTON  
GENERAL AMBULANCE SERVICE CONTRACT  
FOR AMBULANCE SERVICE WITH  
BOSTON EMERGENCY SQUAD, INC.**

**THIS CONTRACT, dated the \_\_\_\_ - day of \_\_\_\_\_ 2022 is made pursuant to the provisions of §§ 122 and 122-b of the General Municipal Law of the State of New York, by and between the Town of Boston, Erie County, New York (hereinafter "Town"), and Boston Emergency Squad, Inc. (hereinafter "Squad"), a New York membership corporation of Boston, New York.**

**WITNESSETH**

**WHEREAS, the Squad was formed, and its personnel are so trained, for the purpose of providing and furnishing ambulance service and first aid to persons within the Town of Boston; and**

**WHEREAS, the Town through its Town Board, duly authorized a Contract with the Squad for the purpose of the Squad furnishing general ambulance service and first aid to those persons that require such services being located within the boundaries of the Town pursuant to § § 122 and 122-b of the General Municipal Law of the State of New York; and**

**NOW, in consideration of services to be provided by the Squad to the Town, and financial support to be provided by the Town to the Squad, the parties hereby agree in the manner following:**

- 1. The Squad shall at all times for the duration of this Contract provide and furnish general ambulance service and first aid to sick or injured persons for the purpose of transporting said persons to a hospital, sanitarium or other place of treatment according to NYS DOH part 800 protocols.**
- 2. The Squad shall respond and attend to such sick or injured persons as soon as practicable, with whatever trained personnel and equipment as may be available, and proceed diligently and in manner reasonably calculated to assist and transport said sick or injured persons as set forth in subsection "1" above.**
- 3. The Squad further agrees to supply sufficiently trained and experienced personnel for services required in subsection "1" above through its members and such other sufficiently trained and experienced authorized responders as the Town Board may, from time to time, by resolution designate. The Town shall consider as a proper and additional expense to the ambulance district the cost of Boston Emergency Squad member's training for advanced life support training beyond EMT level not funded by the DOH, State or County. (Basic EMT course currently covered) The Cost shall be limited to up to 3 members per year who shall continue to be active members for 2 year thereafter.**

4. All applicable terms, provisions and conditions of New York State General Municipal Law § § 122 and 122-b are incorporated by reference as if fully stated in this Contract.
5. The Town shall pay to the Squad the total sum of fifty nine thousand four hundred twenty four dollars (\$84,424). This sum is allocated as follows: \$58,000.00 for general operation costs; \$12,000.00 to cover liability insurance premium (as noted in section 12); and \$14,424 as the Annual Installment due on September 29, 2023 to Evans Bank for Ambulance Unit #815. The Town shall pay one-half of the annual cash amount (\$35,000.00) on or before the 1st day of February, 2023, and the remaining one-half of said annual sum (\$35,000.00) on or before the 1st day of April 2023. Town is liable for repayment of outstanding bank loan to cover 2016 purchase of Ambulance Unit #815.
6. In arriving at the determination of the annual payment for the furnishing of ambulance service, the Town shall consider as a proper expense any reimbursement paid to a member of the Squad authorized responder for reasonable wage or economic loss incurred in responding as a witness to a Subpoena, including reasonable charges for outside legal services in connection therewith, arising from his or her duties as a member of the Squad. However, the Squad agrees to utilize the Town's Law Department, within reason, as long as the issues involved do not represent a conflict between the Town and the Squad.
7. The Town agrees to furnish, without charge, an adequate structure with garage for Squad operations and training including the housing of ambulances and equipment, and further, the Town assumes the cost of utilities for said structure. The Town will maintain a camera security system in the Squad's building covering outside perimeter and ambulance bay.
8. The Town further agrees to furnish, without charge, dispatching service for the Squad through Hamburg Fire Control.
9. The Town will reimburse the Squad for fuel used by the Squad's ambulances in an amount not to exceed \$8,000. When available, the Squad agrees to use the Town's gas pumps. In the event the Town's gas pumps are not available, the Squad will be responsible for presenting proof of its not-for-profit status in order to avoid payment of sales tax; in no event will the Town reimburse the Squad for sales taxes paid on fuel purchases. Reimbursements will be made within 45 days following presentment of proof of fuel purchases with certification on Squad letterhead that the fuel purchased was purchased for ambulance use.
10. The Town shall make an annual contribution to an ambulance reserve fund for the Squad in an amount of \$40,000. Replacement ambulance cost will be paid for by the Ambulance District. (Unit #816 was secured on FEMA grant in 2008 – Unit #815 purchased in 2016 and financed through Town bank loan).
11. The Squad members' required testing, physical examinations and recommended immunizations are to be paid for by the Town in the same manner as it is currently doing.

- 12. In the event of an accident or injury covered by compensation or disability benefits, or serious injury, the Squad member shall immediately inform the Squad who shall inform the Town Supervisor who shall notify the Town's Worker's Compensation Carrier. The member affected shall not return to active duty until a release in writing is obtained from his/her doctor and presented to the Squad, who shall notify the Town Supervisor, who shall notify the Town's Worker's Compensation Carrier.**
- 13. The Town shall pay all premiums under the NYS Workers Compensation/Volunteer Ambulance Workers' Benefits Law to cover Squad members. The Town further agrees to defray the expense of any premium or premiums for compensation of members and personnel of the Squad, and authorized responders, for medical expenses, lost wages, compensation benefits, or other claims arising by reason of injury to, or death of, a member of the Squad or authorized responder sustained while answering, attending or returning from any such call, or while engaged in any other volunteer duty within the terms of this Contract and, in the event the Squad shall be compelled or required to pay any such claim, the Town shall reimburse the Squad the amount within thirty (30) days upon the Squad presenting the Town written notice that the Squad made any such payment. The Squad further agrees to effect and pay the expense of the following insurance for the benefit of the Squad, its members, and authorized responders, with the Town listed as a co-insured, as follows:**
- a. Automobile non-ownership coverage to the extent of \$ 1,000,000.00;**
  - b. Comprehensive General Liability Insurance including incidental malpractice coverage to the extent of 1,000,000.00;**
  - c. Fidelity Bond coverage of President and Treasurer of the Squad to the extent of \$5,000.00; and**
  - d. Medical Equipment Floater in the amount of \$5,000.00 subject to \$100.00 deductible.**
- 14. The Squad agrees to furnish the Town Board a written, itemized and certified financial statement of its disbursements and expenses no later than September of each year during the term of this Contract and a copy of its Federal 990 Form.**
- 15. This Contract shall supersede any and all prior such contracts or agreements between the Squad and the Town. This Agreement shall be deemed effective January 1, 2023 and shall expire at 12:00 midnight on December 31, 2023. Upon expiration date of this Contract, the same shall nevertheless be extended for additional terms of one year per extension unless either party presents written notice to the other of intent to terminate this Contract no later than the 20 day of September of the year of expiration. If either party elects to terminate this contract as such, a new contract may be formed pursuant to the Town Law of the State of New York.**
- 16. The Town shall have no liability under this Contract to the Boston Emergency Squad, Inc. or anyone else beyond funds appropriated and available for this Contract.**

**\* SIGNATURES ON NEXT PAGE \***

**IN WITNESS THEREOF, the parties herein have duly executed and delivered this contract the day and year above as written.**

**THE TOWN BOARD OF THE TOWN OF BOSTON,  
COUNTY OF ERIE, STATE OF NEW YORK**

**BY:**

---

JASON A. KEDING, Supervisor

ATTEST:

---

SANDRA QUINLAN, Town Clerk

**BOSTON EMERGENCY SQUAD, INC. BY:**

**BY:**

---

KARLA MEAD, President

ATTEST:

---

SANDRA QUINLAN, Town Clerk

**TOWN OF BOSTON – RESOLUTION NO. 2022-82**

**AUTHORIZING CONTRACT FOR  
GENERAL AMBULANCE SERVICE WITH BOSTON EMERGENCY SQUAD, INC.**

**WHEREAS**, the Town of Boston desires to provide by contract for general ambulance service and first aid for those persons who require such services within the boundaries of the Town; and

**WHEREAS**, Boston Emergency Squad, Inc., offers such services and is the current provider of such services for the Town; and

**WHEREAS**, the terms of the proposed agreement between the Town and Boston Emergency Squad, Inc., are set forth in a contract dated \_\_\_\_\_, 2022; and

**WHEREAS**, a public hearing on the proposed agreement was held on November 16, 2022; and

**WHEREAS**, after due deliberation on the foregoing, the Town Board believes it to be in the best interests of the Town to execute the contract dated \_\_\_\_\_, 2022;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston hereby authorizes the contract dated \_\_\_\_\_, 2022 for general ambulance service and first aid with Boston Emergency Squad, Inc.

On November 16, 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**

**PUBLIC NOTICE  
TOWN OF BOSTON  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN**

that the Boston Town Board, Erie County, New York, will hold a public hearing for proposed Fire Protection Contracts between the 3 Boston Fire Companies and the Town of Boston. This public hearing will be held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on Wednesday, November 16, 2022, at 7:40 p.m.

North Boston Volunteer Fire Company will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

Patchin Volunteer Fire Company will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

Boston Volunteer Fire Company, Inc. will be paid \$205,132 for 2023 and \$215,389 for 2024 for the furnishing of Fire Protection.

All persons interested in the matter shall be heard for or against at such time and place.

**DATED:** November 2, 2022

**PUBLISHED:** November 4, 2022

**BY ORDER OF**

**THE TOWN BOARD**

Sandra L. Quinlan,  
Town Clerk

This Institution is an equal opportunity provider and employer

**FIRE PROTECTION CONTRACT**  
**TOWN OF BOSTON, NEW YORK WITH NORTH BOSTON FIRE COMPANY**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWN OF BOSTON, a municipal corporation of the State of New York, having an office and place of business at 8500 Boston State Road, Boston, New York 14025 (hereinafter referred to as the “Town”); and the North Boston Fire Company, having its business offices at 5646 Herman Hill Road, North Boston, New York 14110 (hereinafter referred to as the “Fire Company”):

**WHEREAS**, there has been duly established in the Town of Boston a fire protection district known as the Boston Fire Protection District (the “District”), which defines the principal service area for the Fire Company; and

**WHEREAS**, the Fire Company has proposed to provide fire protection, public access defibrillation, rescue, and fire police (collectively referred to herein as “Fire Protection Services”) to the District for the term and for the compensation set forth below, with primary responsibility to respond to fire and other emergencies within the Fire Company’s geographic area of the Town of Boston as delineated on a map filed in the office of the Town Clerk, a copy of which is attached hereto as Schedule B, as well as responsibility to provide services for the entire Town of Boston under mutual aid agreement; and

**WHEREAS**, the Town and the Fire Company are desirous of entering into an agreement to provide Fire Protection Services to the District, and

1. The Town is a municipal corporation of the State of New York.
2. The Town desires to contract with the Fire Company for Fire Protection Services. The Fire Company has the necessary qualifications to provide the services desired by the Town.
3. The Fire Company is willing to be employed by the Town, and the Town is willing to employ the Fire Company on the terms and conditions hereinafter set forth.
4. The Town has the necessary funds to pay the Fire Company pursuant to the terms of the Contract; and

**WHEREAS**, by Resolution dated \_\_\_\_\_, after a public hearing, the Town Board of the Town of Boston awarded the Fire Company the contract to provide Fire Protection Services to the District; and

**WHEREAS**, the Fire Company agrees to furnish to the Town Fire Protection Services in the District for the 2023 and 2024 calendar years, and the Town agrees on behalf of the District to pay the Fire Company the following sums for its services in those years (referred to herein as the “contract amount” for each year):

2023: \$205,132

2024: \$215,389

**WHEREAS**, the Fire Company and the Town agree that this contract will continue to renew for the 2025 and 2026 calendar years on the terms in effect on December 31, 2024 unless one party elects to terminate the agreement as provided for herein; and

**NOW**, in consideration of the mutual covenants contained herein, the Town and the Fire Company hereby agree that the terms and conditions of this Contract shall govern the agreement between the parties, and the parties hereto further agree as follows:

## **SECTION I - EMPLOYMENT AND GENERAL REQUIREMENTS**

1. The members of the Fire Company, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for by this Contract, shall be an independent contractor to the Town and shall have all the rights, privileges and immunities granted by the laws of the State of New York.

The Fire Company shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. When notified of a call within the District, the Fire Company shall respond and attend upon the call without delay with suitable equipment and qualified personnel. Qualified personnel shall mean that the responding individual shall have met the minimum training standards based on the fire fighter's tasks or position in responding to the emergency. The minimum training standards shall be in accordance with the guidelines of the County of Erie Division of Fire Safety, as may from time to time be promulgated and amended. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and, in every reasonable way, attend to the circumstances of the call including the saving of life and property.

Fire Company covenants to participate fully in the Erie County mutual aid plan, and so long as that plan remains in place, the rare failure of the Fire Company to respond to a call, or the failure of the Fire Company to respond to a call when multiple calls arise at or about the same time, shall not constitute a breach of this Contract.

2. By the first day of September of each year, the Fire Company shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. Along with the budget, the Fire Company shall provide a detailed breakdown of its capital plans and statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail: (1) the useful life of the Fire Company's real property, apparatus, and equipment; (2) anticipated capital repairs, maintenance, or replacement needed; and (3) whether capital reserve funds have been established and the extent to which they are funded. Any singular item anticipated to be repaired, maintained, or replaced at a cost greater than \$25,000 should be included in the capital plan.

3. The Fire Company shall have its records audited annually by an independent certified public accountant or firm of certified public accountants if required to do so pursuant to Section 209-z of the General Municipal Law. If such an annual audit is required by statute, within 180 days of the end of the Fire Company's fiscal term, it shall submit a copy of its audit report to the Town Board. If the Fire Company receives an extension of its time to file an IRS Form 990, the deadline to submit its audit report to the Town Board will be extended by the same number of days, provided the Fire Company advises the Town Board when it seeks the extension of its time to file the IRS Form 990.

In the event that the Fire Company is not required by statute to complete an annual audit, the Fire Company agrees that its audit committee will meet, at least annually, with the Town's financial staff and to make all of its financial statements and books available for review and copying by the Town's bookkeeper or auditor, with the Fire Company making its audit committee and records available no later than June 30. The Town and Fire Company agree that such a meeting and review, if conducted, does not mean that the Town in any way guarantees the accuracy or completeness of the Fire Company's financial records.

Following the approval by the Fire Company of a new member, the Fire Company shall submit to the Town Board for approval pursuant to Not-For-Profit Law § 1402(c)(3) a letter from

the Chief or other authorized Officer enclosing the new member's application (with social security number, month and day of birth, and names of any minor children redacted) and stating that the new member has passed their background check requirements (including arson investigation and sex offender registration check [Pursuant to Article 6-c of Correction Law]). This submission shall be received by 3:00 p.m. on the Thursday before the next regularly scheduled Town Board meeting by the Town Clerk, and the request for approval will be acted upon without delay, but in no event later than the 30th day following receipt by the Town Clerk of the submittal of the new member information. Along with the request for approval of the new member, the Fire Company shall confirm in writing to the Town Board that the addition of the new member will not violate the terms of Paragraph 4 below.

4. The Fire Company must maintain an annual "active" membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district. "Active" members are those members who meet the requirements of the Company's By-Laws but who also are physically able to respond to calls and to participate in drills and training. No later than January 15 each year, the Fire Company shall submit to the Town Board a list of all active members of the Fire Company existing at that time with their corresponding addresses. In the first year of this Contract, Fire Company will submit by March 1 copies of both sides of each active member's driver's license or other form of picture identification to confirm compliance with this provision. Fire Company agrees to notify the Town within 30 days of any active member's change of address. In the event that an active member moves out of the fire protection district, his or her continued membership in the Company shall be subject to the approval of the Town Board in accordance with Not-for-Profit Law, § 1402 (C)(3), which approval shall not be unreasonably withheld. Requests for approval by the Town Board, which shall contain the member's new address, shall be sent in accordance with Paragraph 3, above. The Town shall also be notified of the change of address of the members continually throughout the year in the event they need to be contacted for Length of Service Award Program ("LOSAP") purposes.

5. Pursuant to Not-For-Profit Law § 1402(f), by January 15 of each calendar year, the Fire Company shall make and file in the Erie County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities, and a statement that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

6. By March 1, the Fire Company shall submit a report to the Town Board setting forth the State point and Company point requirements of each member in the Company in order to confirm that the member has qualified for LOSAP benefits. The report shall be broken out by the categories delineated in Section 217 of the General Municipal Law or as otherwise defined by the Town's LOSAP plan. Fire Company shall appoint one member and one alternate to represent the Company at meetings related to the LOSAP plan. Fire Company shall maintain the original sign in sheets verifying member points, and shall provide these to the Town within five business days of the Town's request.

7. By the 28th of February, the Fire Company shall submit its foreign insurance fund report for the preceding calendar year to the New York State Comptroller providing an accounting of the funds received, and of expenditures made using foreign insurance funds. A copy shall also be filed with the Town.

8. By January 15, Fire Company will provide to the Town a current copy of its by-laws, and the Fire Company shall, within seven days of its adoption, provide to the Town a copy of any amendment to the by-laws during the term of this Contract.

9. The Fire Company and Town Board agree and acknowledge that pursuant to General Municipal Law § 209-1, the Town Board as a body has the power to remove a Fire Company officer or member for incompetence or misconduct, and the Fire Company agrees to cooperate fully with any reasonable request made on behalf of the Town Board in connection with a hearing pursuant to General Municipal Law § 209-1.

Removals on the ground of incompetence or misconduct, except for absenteeism at fires or meetings, may be made only after a public hearing before the Town Board or its designated hearing officer. Written notice of the hearing and of the charges must be served personally upon the accused officer or member at least 10 days but not more than 30 days before the date of the hearing. If the hearing is held before a hearing officer, the hearing officer shall forward to the Town Board the hearing record and the hearing officer's recommendations within 90 days of the close of the hearing. A decision to remove an officer or member must be supported by substantial evidence, the accusing party shall bear the burden of proof, and the accused shall have the right to cross-examine the witnesses against him. Following the Town Board's decision, the officer or member shall have a right review pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

10. Fire Company acknowledges that pursuant to General Municipal Law § 204-a (6), the Town Board may by resolution prohibit the fire company from engaging in fund raising activities or in any general or specific type of fund raising activity, but this power shall not be exercised by the Town Board in an arbitrary or capricious manner. Fire Company agrees to secure insurance coverage in favor of the Town for all fundraisers, if liability coverage for said fundraiser is not provided by the insurance required herein, and to provide evidence of such insurance if requested by the Town.

11. Fire Company agrees to permit representatives or agents of the Town, at a mutually agreed upon time within seven days of the Town's initial request, access to all Fire Company buildings, equipment, and tools for the purpose of inspection and evaluation.

## **SECTION 2 - BEST EFFORTS OF FIRE COMPANY**

The Fire Company agrees that, at all times, it will faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the Town. It shall keep its apparatus and equipment in good working order at all times, and through recruitment, training, and drills will provide an adequate supply of willing and qualified personnel. Fire Company shall in no event be considered an insurer against loss by fire or other similar casualty.

## **SECTION 3 - TERM OF EMPLOYMENT**

Employment under this Contract shall commence as of January 1, 2023 and shall continue until December 31, 2024. This Contract shall continue to renew on the same terms (including contract amount) in effect on December 31, 2024 for up to two additional terms of one full calendar year without any further public hearing unless one of the contracting parties

shall notify the other in writing on or before August 20 that it elects to terminate the contract on December 31 of that year.

#### **SECTION 4 - COMPENSATION OF FIRE COMPANY**

The Town, in consideration of the Fire Company faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Company and the Fire Company shall accept from the Town fifty percent (50%) of the contract amount by April 1 of the current contract year, and the remaining fifty percent (50%) in accordance with Schedule A attached hereto, which contains a schedule and requirements. All monies charged hereunder shall be a charge upon the District and collected with Town taxes. Said sum shall be considered a definite sum, as required by § 184(5) of the Town Law and delineated on Schedule A, attached.

#### **SECTION 5 - FIRE COMPANY TO COMPLY WITH LAW**

The Fire Company agrees to comply with the provisions of Sections 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under § 519 of the Not For Profit Law and §§ 30-A and 33a of the General Municipal Law.

#### **SECTION 6 - ASSIGNMENT**

This Contract may not be assigned by the Fire Company or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town.

#### **SECTION 7 - REMEDIES**

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Company by the Town sent by certified mail, return receipt requested. Upon termination, the Company shall remit a pro-rata share of the contract amount to the Town.

#### **SECTION 8 - TOWN TO ASSIST WITH CERTAIN SERVICES**

In consideration of the services provided by the Fire Company, the Town agrees to use its best efforts to obtain assistance in the preparation of grant applications on a discounted basis for the Fire Company. It is understood that the Town shall not be obligated to obtain such discounted services. Any unpaid charges arising from the performance of any services by the grant consultant shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Contract or any future Contract hereinafter entered into between the parties.

In further consideration of the services provided by the Fire Company, the Town shall use its best efforts to obtain materials and equipment through the Highway Department of the Town for the benefit of the Fire Company in performing its emergency services as defined herein. It is understood that the Fire Company may be required to reimburse the Highway Department for its time, materials, and equipment pursuant to Article VIII § 1 of the Constitution of the State of New York. It is further understood that the personnel, materials and equipment shall be within the sole discretion of the Town Superintendent of Highways, based upon the circumstances existing at the time of any request by the Fire Company. This request shall be in writing and shall set forth the nature and extent of the requested services, except the Highway Superintendent may dispense with the writing requirement in exigent circumstances. Any unpaid charges arising from the performance of any services by the Highway Department shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Agreement or any future Agreement hereinafter entered into between the parties.

The Town also agrees that it shall pay the cost of physicals and other tests required in order to obtain medical clearance for qualified firefighters, and the cost for obtaining the Hepatitis B shot series. The Town further agrees that it will reimburse firefighters for co-pays if the firefighter's personal insurance is used for an injury directly related to providing the fire service that is the subject of this Contract.

#### **SECTION 9 - INSURANCE/INDEMNIFICATION**

The Fire Company agrees that it shall indemnify and hold harmless the Town and its agents, employees, and officials from any and all liability for any reason whatsoever arising out of the performance or failure of performance of its duties, obligations, or operations under this agreement, including the cost of reasonable attorneys' fees.

The Fire Company, at its own cost and expense, shall provide a policy or policies of insurance as customarily are required for the operation of volunteer fire Company, including without limitation:

1. A policy of directors and officers insurance covering the Fire Company administration;
2. General liability insurance providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000) and including coverage for products and completed operations and liquor liability;
3. Automobile liability insurance covering all Fire Company vehicles (including engines) and providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000); and
4. To the extent that the Fire Company employs persons, workman's compensation insurance covering those individuals.

Umbrella coverage may be used to satisfy the required limits.

The Fire Company shall provide to the Town declarations pages and endorsements for the required insurance coverage, which must name the Town of Boston and District as additional insureds and must further provide that the policies may not be cancelled without at least 30 days' notice to the Fire Company and the Town.

Except for the workman's compensation insurance referred to above, the Town shall obtain workman's compensation insurance for the Company for the services to be provided hereunder. In connection with same, the Company shall report all incidents requiring a claim

under workman's compensation to the Town Clerk via an incident report, which shall be filed no later than the next business day after the report was made.

It is intended and agreed that the provisions of this Section shall be broadly construed in favor of the Town, so as to carry out its purpose in protecting the Town and District from any and all liability caused by the actions or inactions of the Fire Company, whether actual or alleged. The Town shall have no liability under this Contract to the Fire Company or to anyone else beyond the funds appropriated and available for this Contract.

#### **SECTION 10 - NONDISCRIMINATION**

During the term of this Contract, the Fire Company agrees that in accordance with Article 15 of the Executive law (also known as the Human Rights law) and all other state and federal statutory and constitutional non-discrimination provisions, the Fire Company will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin or marital status, except as permitted by law. The Fire Company is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

#### **SECTION 11 - GOVERNING LAW**

This Contract and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York.

#### **SECTION 12 - PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION 13 - EFFICIENCY AND COOPERATION WITH OTHER FIRE COMPANIES**

Fire Company agrees that it shall acquire all goods and services competitively and in accordance with sound procurement policies. It shall continue its efforts to solicit grant funding to defer the cost of providing fire protection services.

Fire Company further agrees that it shall meet as needed and at all times shall work cooperatively with the Town and the other Fire Companies in the Town for the benefit of the Town and to develop efficiencies and avoid unnecessary duplicative purchases, including through the possible development of a Town Fire Protection Master Plan.

#### **SECTION 14 - NOTICE OF CLAIM**

Service of a verified claim on the Town Clerk within ninety (90) days of accrual of a claim against the Town or completion of the work or portion thereof, whichever is earlier, and

the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Fire Company of any action or proceeding with respect to this Contract.

#### **SECTION 15 - COUNTERPARTS**

This Contract is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Contract.

#### **SECTION 16 - RESOLUTION**

This contract has been approved by a majority of the members of the Fire Company by Resolution adopted in accordance with the Fire Company By-Laws at either a regular or special meeting.

#### **SECTION 17 - COMPENSATION AND VFBL**

The Town shall remain liable for benefits payable under the Volunteer Firefighter Benefits Law (VFBL) as required by Section 30 of the VFBL for “active members” of the Fire Company.

#### **SECTION 18 – SANITATION**

The Town of Boston shall direct its solid waste disposal contractor to collect the trash and recyclable materials from the North Boston Fire Station located at 5646 Herman Hill Rd, North Boston, NY 14110. Collection shall occur once per week. The permitted waste and trash collection, including separation of recyclable materials, shall be consistent with the requirements Town’s waste management agreement then in effect.

#### **SECTION 19 - NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

North Boston Fire Company  
P.O. Box 124  
North Boston, NY 14110

#### **SECTION 20 - ENTIRE AGREEMENT/NO ORAL MODIFICATIONS**

It is understood that this Contract constitutes the entire agreement between the Fire Company and the Town. No agreement, oral or written, respecting this Contract shall be binding upon either party unless in writing and attached hereto.

**ATTESTATION CLAUSE**

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the Town Board of the Town of Boston the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jason A. Keding,  
Town Supervisor

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came Jason A. Keding, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the North Boston Fire Company the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, President

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

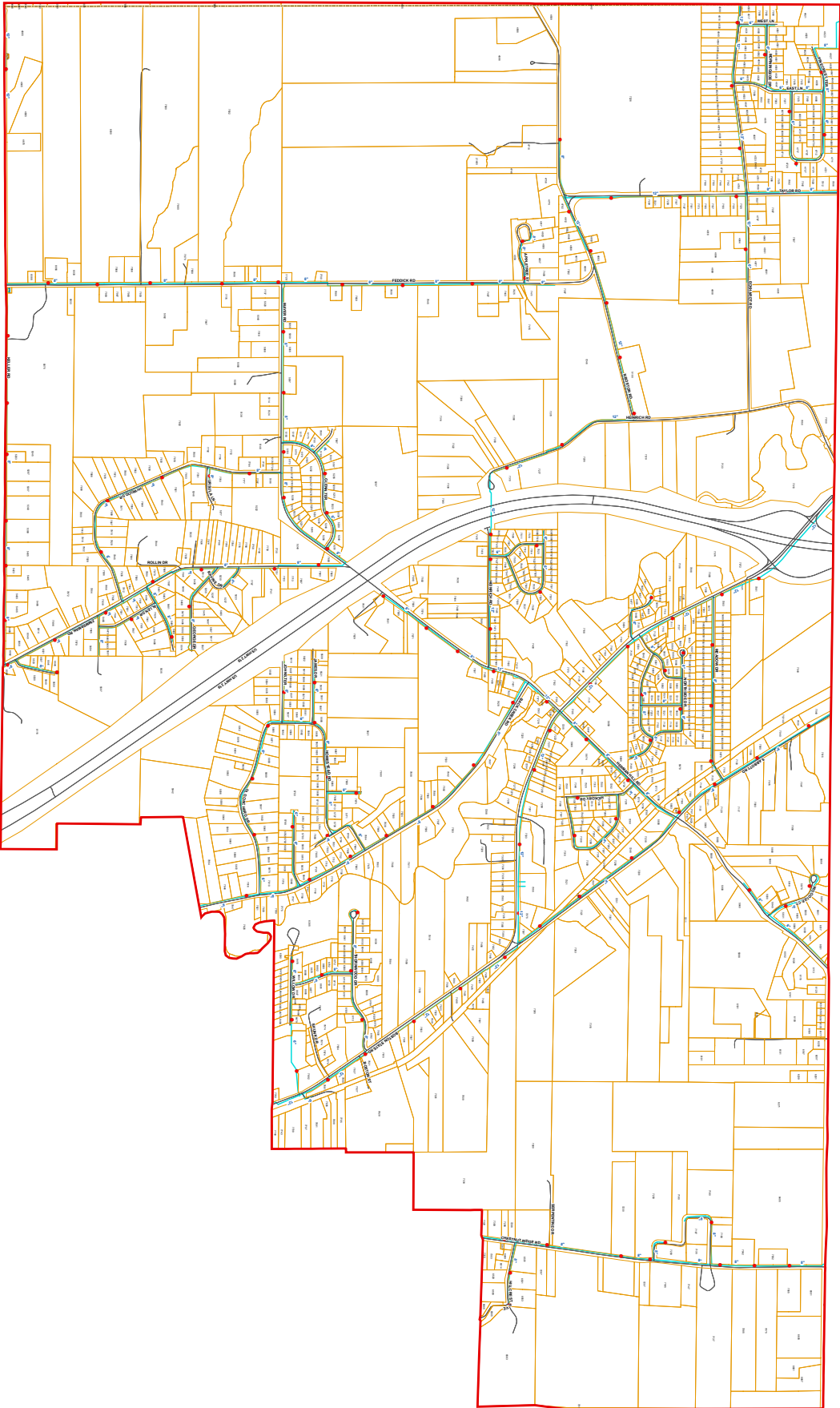
**SCHEDULE A**  
**SCHEDULE OF PAYMENTS AND FIRE COMPANY CONTRACT REQUIREMENTS**  
**COMPLIANCE CHECKLIST**

**NOTE: Not all contract requirements are set forth in this Schedule. In the event of a conflict between this Schedule A and the terms of the contract, the terms of the contract control.**

January	By January 15 of each year, filing of verified certificate with County Clerk and Boston Town Clerk. Certificate to contain: names of officers and directors; inventory of property; statement of liabilities and that corporation has not engaged in any business other than as stated in its Certificate of Incorporation.  Copy of current by-laws to be provided to Town.  Annual active membership roster submission to Town.
February	By Feb. 28, a report of expenditure of foreign fire insurance funds to be filed. (GML 30a & 33-a).
March	By March 1 report for LOSAP compliance setting forth State point and Dept. point requirements. Report shall be broken out by categories listed in 217 of GML.  In first year of contract, copies of Drivers Licenses or other form of ID showing current legal address of each active member due to Town.
April	50% of total contract amount paid by April 1.
June	If required by GML 209-z, audit to be submitted to Town Board (if Fire Company's fiscal term ends Dec. 31). If GML 209-z audit is not required, Fire Company's audit committee shall be prepared to meet with Town and make records available no later than June 30.
July	July 1 – remaining 50% payment of the year's total contract amount to be paid by Town if reporting and submittal requirements are being met.
September	By September 1, next year's Budget to be submitted to Town. Along with copies of the budget a detailed breakdown of its capital plans should be provided along with statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail the useful life of the Fire Company's real property, apparatus and equipment, anticipated capital repairs, maintenance or replacement needed and whether capital reserve funds have been established and what extent they are funded. Any singular item anticipated to be repaired, maintained or replaced at a cost greater than \$25,000 should be included in the capital plan.
<b>All Year</b>	Town must be notified of change-of-address for active members within 30 days.

**SCHEDULE B**

**MAP SHOWING FIRE COMPANY  
GEOGRAPHIC AREA OF PRIMARY RESPONSIBILITY**



**HYDRANTS LOCATED  
IN THE NORTH BOSTON  
FIRE DISTRICT**



March 28, 2019



**ERIE COUNTY WATER  
AUTHORITY**  
BUFFALO, NEW YORK

**FIRE PROTECTION CONTRACT  
TOWN OF BOSTON, NEW YORK WITH PATCHIN FIRE COMPANY**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWN OF BOSTON, a municipal corporation of the State of New York, having an office and place of business at 8500 Boston State Road, Boston, New York 14025 (hereinafter referred to as the “Town”); and the Patchin Fire Company, having its business offices at 8333 Boston State Rd, Boston, New York 14025 (hereinafter referred to as the “Fire Company”):

**WHEREAS**, there has been duly established in the Town of Boston a fire protection district known as the Boston Fire Protection District (the “District”), which defines the principal service area for the Fire Company; and

**WHEREAS**, the Fire Company has proposed to provide fire protection, public access defibrillation, rescue, and fire police (collectively referred to herein as “Fire Protection Services”) to the District for the term and for the compensation set forth below, with primary responsibility to respond to fire and other emergencies within the Fire Company’s geographic area of the Town of Boston as delineated on a map filed in the office of the Town Clerk, a copy of which is attached hereto as Schedule B, as well as responsibility to provide services for the entire Town of Boston under mutual aid agreement; and

**WHEREAS**, the Town and the Fire Company are desirous of entering into an agreement to provide Fire Protection Services to the District, and

1. The Town is a municipal corporation of the State of New York.
2. The Town desires to contract with the Fire Company for Fire Protection Services. The Fire Company has the necessary qualifications to provide the services desired by the Town.
3. The Fire Company is willing to be employed by the Town, and the Town is willing to employ the Fire Company on the terms and conditions hereinafter set forth.
4. The Town has the necessary funds to pay the Fire Company pursuant to the terms of the Contract; and

**WHEREAS**, by Resolution dated \_\_\_\_\_, after a public hearing, the Town Board of the Town of Boston awarded the Fire Company the contract to provide Fire Protection Services to the District; and

**WHEREAS**, the Fire Company agrees to furnish to the Town Fire Protection Services in the District for the 2023 and 2024 calendar years, and the Town agrees on behalf of the District to pay the Fire Company the following sums for its services in those years (referred to herein as the “contract amount” for each year):

2023: \$205,132

2024: \$215,389

**WHEREAS**, the Fire Company and the Town agree that this contract will continue to renew for the 2025 and 2026 calendar years on the terms in effect on December 31, 2024 unless one party elects to terminate the agreement as provided for herein; and

**NOW**, in consideration of the mutual covenants contained herein, the Town and the Fire Company hereby agree that the terms and conditions of this Contract shall govern the agreement between the parties, and the parties hereto further agree as follows:

## **SECTION I - EMPLOYMENT AND GENERAL REQUIREMENTS**

1. The members of the Fire Company, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for by this Contract, shall be an independent contractor to the Town and shall have all the rights, privileges and immunities granted by the laws of the State of New York.

The Fire Company shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. When notified of a call within the District, the Fire Company shall respond and attend upon the call without delay with suitable equipment and qualified personnel. Qualified personnel shall mean that the responding individual shall have met the minimum training standards based on the fire fighter's tasks or position in responding to the emergency. The minimum training standards shall be in accordance with the guidelines of the County of Erie Division of Fire Safety, as may from time to time be promulgated and amended. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and, in every reasonable way, attend to the circumstances of the call including the saving of life and property.

Fire Company covenants to participate fully in the Erie County mutual aid plan, and so long as that plan remains in place, the rare failure of the Fire Company to respond to a call, or the failure of the Fire Company to respond to a call when multiple calls arise at or about the same time, shall not constitute a breach of this Contract.

2. By the first day of September of each year, the Fire Company shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. Along with the budget, the Fire Company shall provide a detailed breakdown of its capital plans and statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail: (1) the useful life of the Fire Company's real property, apparatus, and equipment; (2) anticipated capital repairs, maintenance, or replacement needed; and (3) whether capital reserve funds have been established and the extent to which they are funded. Any singular item anticipated to be repaired, maintained, or replaced at a cost greater than \$25,000 should be included in the capital plan.

3. The Fire Company shall have its records audited annually by an independent certified public accountant or firm of certified public accountants if required to do so pursuant to Section 209-z of the General Municipal Law. If such an annual audit is required by statute, within 180 days of the end of the Fire Company's fiscal term, it shall submit a copy of its audit report to the Town Board. If the Fire Company receives an extension of its time to file an IRS Form 990, the deadline to submit its audit report to the Town Board will be extended by the same number of days, provided the Fire Company advises the Town Board when it seeks the extension of its time to file the IRS Form 990.

In the event that the Fire Company is not required by statute to complete an annual audit, the Fire Company agrees that its audit committee will meet, at least annually, with the Town's financial staff and to make all of its financial statements and books available for review and copying by the Town's bookkeeper or auditor, with the Fire Company making its audit committee and records available no later than June 30. The Town and Fire Company agree that such a meeting and review, if conducted, does not mean that the Town in any way guarantees the accuracy or completeness of the Fire Company's financial records.

Following the approval by the Fire Company of a new member, the Fire Company shall submit to the Town Board for approval pursuant to Not-For-Profit Law § 1402(c)(3) a letter from

the Chief or other authorized Officer enclosing the new member's application (with social security number, month and day of birth, and names of any minor children redacted) and stating that the new member has passed their background check requirements (including arson investigation and sex offender registration check [Pursuant to Article 6-c of Correction Law]). This submission shall be received by 3:00 p.m. on the Thursday before the next regularly scheduled Town Board meeting by the Town Clerk, and the request for approval will be acted upon without delay, but in no event later than the 30th day following receipt by the Town Clerk of the submittal of the new member information. Along with the request for approval of the new member, the Fire Company shall confirm in writing to the Town Board that the addition of the new member will not violate the terms of Paragraph 4 below.

4. The Fire Company must maintain an annual "active" membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district. "Active" members are those members who meet the requirements of the Company's By-Laws but who also are physically able to respond to calls and to participate in drills and training. No later than January 15 each year, the Fire Company shall submit to the Town Board a list of all active members of the Fire Company existing at that time with their corresponding addresses. In the first year of this Contract, Fire Company will submit by March 1 copies of both sides of each active member's driver's license or other form of picture identification to confirm compliance with this provision. Fire Company agrees to notify the Town within 30 days of any active member's change of address. In the event that an active member moves out of the fire protection district, his or her continued membership in the Company shall be subject to the approval of the Town Board in accordance with Not-for-Profit Law, § 1402 (C)(3), which approval shall not be unreasonably withheld. Requests for approval by the Town Board, which shall contain the member's new address, shall be sent in accordance with Paragraph 3, above. The Town shall also be notified of the change of address of the members continually throughout the year in the event they need to be contacted for Length of Service Award Program ("LOSAP") purposes.

5. Pursuant to Not-For-Profit Law § 1402(f), by January 15 of each calendar year, the Fire Company shall make and file in the Erie County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities, and a statement that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

6. By March 1, the Fire Company shall submit a report to the Town Board setting forth the State point and Company point requirements of each member in the Company in order to confirm that the member has qualified for LOSAP benefits. The report shall be broken out by the categories delineated in Section 217 of the General Municipal Law or as otherwise defined by the Town's LOSAP plan. Fire Company shall appoint one member and one alternate to represent the Company at meetings related to the LOSAP plan. Fire Company shall maintain the original sign in sheets verifying member points, and shall provide these to the Town within five business days of the Town's request.

7. By the 28th of February, the Fire Company shall submit its foreign insurance fund report for the preceding calendar year to the New York State Comptroller providing an accounting of the funds received, and of expenditures made using foreign insurance funds. A copy shall also be filed with the Town.

8. By January 15, Fire Company will provide to the Town a current copy of its by-laws, and the Fire Company shall, within seven days of its adoption, provide to the Town a copy of any amendment to the by-laws during the term of this Contract.

9. The Fire Company and Town Board agree and acknowledge that pursuant to General Municipal Law § 209-1, the Town Board as a body has the power to remove a Fire Company officer or member for incompetence or misconduct, and the Fire Company agrees to cooperate fully with any reasonable request made on behalf of the Town Board in connection with a hearing pursuant to General Municipal Law § 209-1.

Removals on the ground of incompetence or misconduct, except for absenteeism at fires or meetings, may be made only after a public hearing before the Town Board or its designated hearing officer. Written notice of the hearing and of the charges must be served personally upon the accused officer or member at least 10 days but not more than 30 days before the date of the hearing. If the hearing is held before a hearing officer, the hearing officer shall forward to the Town Board the hearing record and the hearing officer's recommendations within 90 days of the close of the hearing. A decision to remove an officer or member must be supported by substantial evidence, the accusing party shall bear the burden of proof, and the accused shall have the right to cross-examine the witnesses against him. Following the Town Board's decision, the officer or member shall have a right review pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

10. Fire Company acknowledges that pursuant to General Municipal Law § 204-a (6), the Town Board may by resolution prohibit the fire company from engaging in fund raising activities or in any general or specific type of fund raising activity, but this power shall not be exercised by the Town Board in an arbitrary or capricious manner. Fire Company agrees to secure insurance coverage in favor of the Town for all fundraisers, if liability coverage for said fundraiser is not provided by the insurance required herein, and to provide evidence of such insurance if requested by the Town.

11. Fire Company agrees to permit representatives or agents of the Town, at a mutually agreed upon time within seven days of the Town's initial request, access to all Fire Company buildings, equipment, and tools for the purpose of inspection and evaluation.

## **SECTION 2 - BEST EFFORTS OF FIRE COMPANY**

The Fire Company agrees that, at all times, it will faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the Town. It shall keep its apparatus and equipment in good working order at all times, and through recruitment, training, and drills will provide an adequate supply of willing and qualified personnel. Fire Company shall in no event be considered an insurer against loss by fire or other similar casualty.

## **SECTION 3 - TERM OF EMPLOYMENT**

Employment under this Contract shall commence as of January 1, 2023 and shall continue until December 31, 2024. This Contract shall continue to renew on the same terms (including contract amount) in effect on December 31, 2024 for up to two additional terms of one full calendar year without any further public hearing unless one of the contracting parties

shall notify the other in writing on or before August 20 that it elects to terminate the contract on December 31 of that year.

#### **SECTION 4 - COMPENSATION OF FIRE COMPANY**

The Town, in consideration of the Fire Company faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Company and the Fire Company shall accept from the Town fifty percent (50%) of the contract amount by April 1 of the current contract year, and the remaining fifty percent (50%) in accordance with Schedule A attached hereto, which contains a schedule and requirements. All monies charged hereunder shall be a charge upon the District and collected with Town taxes. Said sum shall be considered a definite sum, as required by § 184(5) of the Town Law and delineated on Schedule A, attached.

#### **SECTION 5 - FIRE COMPANY TO COMPLY WITH LAW**

The Fire Company agrees to comply with the provisions of Sections 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under § 519 of the Not For Profit Law and §§ 30-A and 33a of the General Municipal Law.

#### **SECTION 6 - ASSIGNMENT**

This Contract may not be assigned by the Fire Company or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town.

#### **SECTION 7 - REMEDIES**

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Company by the Town sent by certified mail, return receipt requested. Upon termination, the Company shall remit a pro-rata share of the contract amount to the Town.

#### **SECTION 8 - TOWN TO ASSIST WITH CERTAIN SERVICES**

In consideration of the services provided by the Fire Company, the Town agrees to use its best efforts to obtain assistance in the preparation of grant applications on a discounted basis for the Fire Company. It is understood that the Town shall not be obligated to obtain such discounted services. Any unpaid charges arising from the performance of any services by the grant consultant shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Contract or any future Contract hereinafter entered into between the parties.

In further consideration of the services provided by the Fire Company, the Town shall use its best efforts to obtain materials and equipment through the Highway Department of the Town for the benefit of the Fire Company in performing its emergency services as defined herein. It is understood that the Fire Company may be required to reimburse the Highway Department for its time, materials, and equipment pursuant to Article VIII § 1 of the Constitution of the State of New York. It is further understood that the personnel, materials and equipment shall be within the sole discretion of the Town Superintendent of Highways, based upon the circumstances existing at the time of any request by the Fire Company. This request shall be in writing and shall set forth the nature and extent of the requested services, except the Highway Superintendent may dispense with the writing requirement in exigent circumstances. Any unpaid charges arising from the performance of any services by the Highway Department shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Agreement or any future Agreement hereinafter entered into between the parties.

The Town also agrees that it shall pay the cost of physicals and other tests required in order to obtain medical clearance for qualified firefighters, and the cost for obtaining the Hepatitis B shot series. The Town further agrees that it will reimburse firefighters for co-pays if the firefighter's personal insurance is used for an injury directly related to providing the fire service that is the subject of this Contract.

#### **SECTION 9 - INSURANCE/INDEMNIFICATION**

The Fire Company agrees that it shall indemnify and hold harmless the Town and its agents, employees, and officials from any and all liability for any reason whatsoever arising out of the performance or failure of performance of its duties, obligations, or operations under this agreement, including the cost of reasonable attorneys' fees.

The Fire Company, at its own cost and expense, shall provide a policy or policies of insurance as customarily are required for the operation of volunteer fire Company, including without limitation:

1. A policy of directors and officers insurance covering the Fire Company administration;
2. General liability insurance providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000) and including coverage for products and completed operations and liquor liability;
3. Automobile liability insurance covering all Fire Company vehicles (including engines) and providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000); and
4. To the extent that the Fire Company employs persons, workman's compensation insurance covering those individuals.

Umbrella coverage may be used to satisfy the required limits.

The Fire Company shall provide to the Town declarations pages and endorsements for the required insurance coverage, which must name the Town of Boston and District as additional insureds and must further provide that the policies may not be cancelled without at least 30 days' notice to the Fire Company and the Town.

Except for the workman's compensation insurance referred to above, the Town shall obtain workman's compensation insurance for the Company for the services to be provided hereunder. In connection with same, the Company shall report all incidents requiring a claim

under workman's compensation to the Town Clerk via an incident report, which shall be filed no later than the next business day after the report was made.

It is intended and agreed that the provisions of this Section shall be broadly construed in favor of the Town, so as to carry out its purpose in protecting the Town and District from any and all liability caused by the actions or inactions of the Fire Company, whether actual or alleged. The Town shall have no liability under this Contract to the Fire Company or to anyone else beyond the funds appropriated and available for this Contract.

#### **SECTION 10 - NONDISCRIMINATION**

During the term of this Contract, the Fire Company agrees that in accordance with Article 15 of the Executive law (also known as the Human Rights law) and all other state and federal statutory and constitutional non-discrimination provisions, the Fire Company will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin or marital status, except as permitted by law. The Fire Company is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

#### **SECTION 11 - GOVERNING LAW**

This Contract and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York.

#### **SECTION 12 - PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION 13 - EFFICIENCY AND COOPERATION WITH OTHER FIRE COMPANIES**

Fire Company agrees that it shall acquire all goods and services competitively and in accordance with sound procurement policies. It shall continue its efforts to solicit grant funding to defer the cost of providing fire protection services.

Fire Company further agrees that it shall meet as needed and at all times shall work cooperatively with the Town and the other Fire Companies in the Town for the benefit of the Town and to develop efficiencies and avoid unnecessary duplicative purchases, including through the possible development of a Town Fire Protection Master Plan.

#### **SECTION 14 - NOTICE OF CLAIM**

Service of a verified claim on the Town Clerk within ninety (90) days of accrual of a claim against the Town or completion of the work or portion thereof, whichever is earlier, and

the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Fire Company of any action or proceeding with respect to this Contract.

#### **SECTION 15 - COUNTERPARTS**

This Contract is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Contract.

#### **SECTION 16 - RESOLUTION**

This contract has been approved by a majority of the members of the Fire Company by Resolution adopted in accordance with the Fire Company By-Laws at either a regular or special meeting.

#### **SECTION 17 - COMPENSATION AND VFBL**

The Town shall remain liable for benefits payable under the Volunteer Firefighter Benefits Law (VFBL) as required by Section 30 of the VFBL for “active members” of the Fire Company.

#### **SECTION 18 – SANITATION**

The Town of Boston shall direct its solid waste disposal contractor to collect the trash and recyclable materials from the Patchin Fire Station located at 8333 Boston State Rd, Boston, NY 14025. Collection shall occur once per week. The permitted waste and trash collection, including separation of recyclable materials, shall be consistent with the requirements Town’s waste management agreement then in effect.

#### **SECTION 19 - NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Patchin Fire Company  
P.O. Box 173  
Boston, NY 14025

#### **SECTION 20 - ENTIRE AGREEMENT/NO ORAL MODIFICATIONS**

It is understood that this Contract constitutes the entire agreement between the Fire Company and the Town. No agreement, oral or written, respecting this Contract shall be binding upon either party unless in writing and attached hereto.

**ATTESTATION CLAUSE**

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the Town Board of the Town of Boston the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jason A. Keding,  
Town Supervisor

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came Jason A. Keding, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the Patchin Fire Company the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, President

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

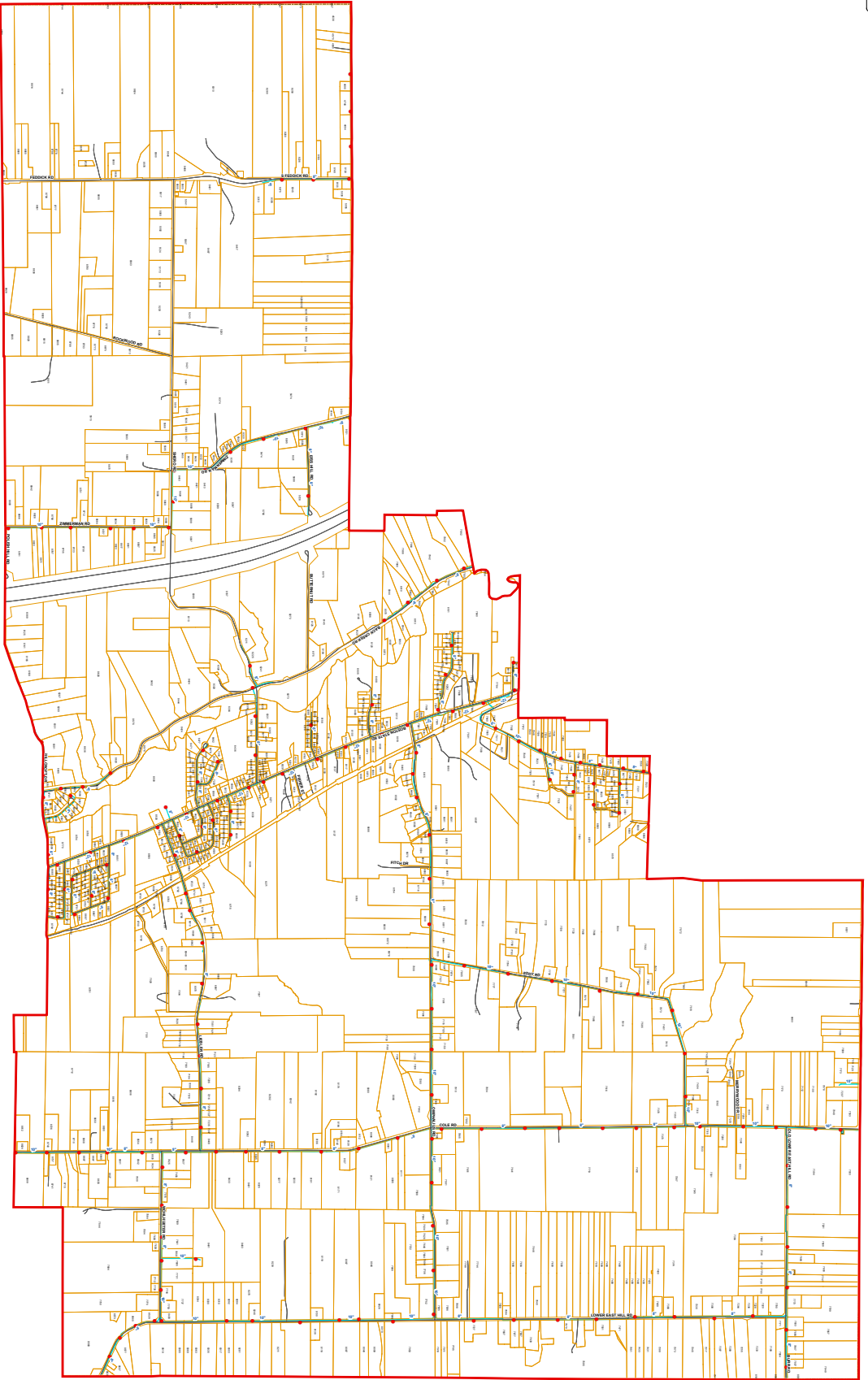
**SCHEDULE A**  
**SCHEDULE OF PAYMENTS AND FIRE COMPANY CONTRACT REQUIREMENTS**  
**COMPLIANCE CHECKLIST**

**NOTE: Not all contract requirements are set forth in this Schedule. In the event of a conflict between this Schedule A and the terms of the contract, the terms of the contract control.**

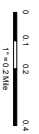
January	By January 15 of each year, filing of verified certificate with County Clerk and Boston Town Clerk. Certificate to contain: names of officers and directors; inventory of property; statement of liabilities and that corporation has not engaged in any business other than as stated in its Certificate of Incorporation.  Copy of current by-laws to be provided to Town.  Annual active membership roster submission to Town.
February	By Feb. 28, a report of expenditure of foreign fire insurance funds to be filed. (GML 30a & 33-a).
March	By March 1 report for LOSAP compliance setting forth State point and Dept. point requirements. Report shall be broken out by categories listed in 217 of GML.  In first year of contract, copies of Drivers Licenses or other form of ID showing current legal address of each active member due to Town.
April	50% of total contract amount paid by April 1.
June	If required by GML 209-z, audit to be submitted to Town Board (if Fire Company's fiscal term ends Dec. 31). If GML 209-z audit is not required, Fire Company's audit committee shall be prepared to meet with Town and make records available no later than June 30.
July	July 1 – remaining 50% payment of the year's total contract amount to be paid by Town if reporting and submittal requirements are being met.
September	By September 1, next year's Budget to be submitted to Town. Along with copies of the budget a detailed breakdown of its capital plans should be provided along with statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail the useful life of the Fire Company's real property, apparatus and equipment, anticipated capital repairs, maintenance or replacement needed and whether capital reserve funds have been established and what extent they are funded. Any singular item anticipated to be repaired, maintained or replaced at a cost greater than \$25,000 should be included in the capital plan.
All Year	Town must be notified of change-of-address for active members within 30 days.

**SCHEDULE B**

**MAP SHOWING FIRE COMPANY  
GEOGRAPHIC AREA OF PRIMARY RESPONSIBILITY**



**HYDRANTS LOCATED  
IN THE PATCHIN  
FIRE DISTRICT**



March 28, 2019



**ERIE COUNTY WATER  
AUTHORITY**  
BUFFALO, NEW YORK

**FIRE PROTECTION CONTRACT**  
**TOWN OF BOSTON, NEW YORK WITH BOSTON VOLUNTEER FIRE COMPANY**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWN OF BOSTON, a municipal corporation of the State of New York, having an office and place of business at 8500 Boston State Road, Boston, New York 14025 (hereinafter referred to as the “Town”); and the Boston Volunteer Fire Company, having its business offices at 6746 Mill Street, Boston, New York 14025 (hereinafter referred to as the “Fire Company”):

**WHEREAS**, there has been duly established in the Town of Boston a fire protection district known as the Boston Fire Protection District (the “District”), which defines the principal service area for the Fire Company; and

**WHEREAS**, the Fire Company has proposed to provide fire protection, public access defibrillation, rescue, and fire police (collectively referred to herein as “Fire Protection Services”) to the District for the term and for the compensation set forth below, with primary responsibility to respond to fire and other emergencies within the Fire Company’s geographic area of the Town of Boston as delineated on a map filed in the office of the Town Clerk, a copy of which is attached hereto as Schedule B, as well as responsibility to provide services for the entire Town of Boston under mutual aid agreement; and

**WHEREAS**, the Town and the Fire Company are desirous of entering into an agreement to provide Fire Protection Services to the District, and

1. The Town is a municipal corporation of the State of New York.
2. The Town desires to contract with the Fire Company for Fire Protection Services. The Fire Company has the necessary qualifications to provide the services desired by the Town.
3. The Fire Company is willing to be employed by the Town, and the Town is willing to employ the Fire Company on the terms and conditions hereinafter set forth.
4. The Town has the necessary funds to pay the Fire Company pursuant to the terms of the Contract; and

**WHEREAS**, by Resolution dated \_\_\_\_\_, after a public hearing, the Town Board of the Town of Boston awarded the Fire Company the contract to provide Fire Protection Services to the District; and

**WHEREAS**, the Fire Company agrees to furnish to the Town Fire Protection Services in the District for the 2023 and 2024 calendar years, and the Town agrees on behalf of the District to pay the Fire Company the following sums for its services in those years (referred to herein as the “contract amount” for each year):

2023: \$205,132

2024: \$215,389

**WHEREAS**, the Fire Company and the Town agree that this contract will continue to renew for the 2025 and 2026 calendar years on the terms in effect on December 31, 2024 unless one party elects to terminate the agreement as provided for herein; and

**NOW**, in consideration of the mutual covenants contained herein, the Town and the Fire Company hereby agree that the terms and conditions of this Contract shall govern the agreement between the parties, and the parties hereto further agree as follows:

## **SECTION I - EMPLOYMENT AND GENERAL REQUIREMENTS**

1. The members of the Fire Company, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for by this Contract, shall be an independent contractor to the Town and shall have all the rights, privileges and immunities granted by the laws of the State of New York.

The Fire Company shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. When notified of a call within the District, the Fire Company shall respond and attend upon the call without delay with suitable equipment and qualified personnel. Qualified personnel shall mean that the responding individual shall have met the minimum training standards based on the fire fighter's tasks or position in responding to the emergency. The minimum training standards shall be in accordance with the guidelines of the County of Erie Division of Fire Safety, as may from time to time be promulgated and amended. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and, in every reasonable way, attend to the circumstances of the call including the saving of life and property.

Fire Company covenants to participate fully in the Erie County mutual aid plan, and so long as that plan remains in place, the rare failure of the Fire Company to respond to a call, or the failure of the Fire Company to respond to a call when multiple calls arise at or about the same time, shall not constitute a breach of this Contract.

2. By the first day of September of each year, the Fire Company shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. Along with the budget, the Fire Company shall provide a detailed breakdown of its capital plans and statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail: (1) the useful life of the Fire Company's real property, apparatus, and equipment; (2) anticipated capital repairs, maintenance, or replacement needed; and (3) whether capital reserve funds have been established and the extent to which they are funded. Any singular item anticipated to be repaired, maintained, or replaced at a cost greater than \$25,000 should be included in the capital plan.

3. The Fire Company shall have its records audited annually by an independent certified public accountant or firm of certified public accountants if required to do so pursuant to Section 209-z of the General Municipal Law. If such an annual audit is required by statute, within 180 days of the end of the Fire Company's fiscal term, it shall submit a copy of its audit report to the Town Board. If the Fire Company receives an extension of its time to file an IRS Form 990, the deadline to submit its audit report to the Town Board will be extended by the same number of days, provided the Fire Company advises the Town Board when it seeks the extension of its time to file the IRS Form 990.

In the event that the Fire Company is not required by statute to complete an annual audit, the Fire Company agrees that its audit committee will meet, at least annually, with the Town's financial staff and to make all of its financial statements and books available for review and copying by the Town's bookkeeper or auditor, with the Fire Company making its audit committee and records available no later than June 30. The Town and Fire Company agree that such a meeting and review, if conducted, does not mean that the Town in any way guarantees the accuracy or completeness of the Fire Company's financial records.

Following the approval by the Fire Company of a new member, the Fire Company shall submit to the Town Board for approval pursuant to Not-For-Profit Law § 1402(c)(3) a letter from

the Chief or other authorized Officer enclosing the new member's application (with social security number, month and day of birth, and names of any minor children redacted) and stating that the new member has passed their background check requirements (including arson investigation and sex offender registration check [Pursuant to Article 6-c of Correction Law]). This submission shall be received by 3:00 p.m. on the Thursday before the next regularly scheduled Town Board meeting by the Town Clerk, and the request for approval will be acted upon without delay, but in no event later than the 30th day following receipt by the Town Clerk of the submittal of the new member information. Along with the request for approval of the new member, the Fire Company shall confirm in writing to the Town Board that the addition of the new member will not violate the terms of Paragraph 4 below.

4. The Fire Company must maintain an annual "active" membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district. "Active" members are those members who meet the requirements of the Company's By-Laws but who also are physically able to respond to calls and to participate in drills and training. No later than January 15 each year, the Fire Company shall submit to the Town Board a list of all active members of the Fire Company existing at that time with their corresponding addresses. In the first year of this Contract, Fire Company will submit by March 1 copies of both sides of each active member's driver's license or other form of picture identification to confirm compliance with this provision. Fire Company agrees to notify the Town within 30 days of any active member's change of address. In the event that an active member moves out of the fire protection district, his or her continued membership in the Company shall be subject to the approval of the Town Board in accordance with Not-for-Profit Law, § 1402 (C)(3), which approval shall not be unreasonably withheld. Requests for approval by the Town Board, which shall contain the member's new address, shall be sent in accordance with Paragraph 3, above. The Town shall also be notified of the change of address of the members continually throughout the year in the event they need to be contacted for Length of Service Award Program ("LOSAP") purposes.

5. Pursuant to Not-For-Profit Law § 1402(f), by January 15 of each calendar year, the Fire Company shall make and file in the Erie County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities, and a statement that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

6. By March 1, the Fire Company shall submit a report to the Town Board setting forth the State point and Company point requirements of each member in the Company in order to confirm that the member has qualified for LOSAP benefits. The report shall be broken out by the categories delineated in Section 217 of the General Municipal Law or as otherwise defined by the Town's LOSAP plan. Fire Company shall appoint one member and one alternate to represent the Company at meetings related to the LOSAP plan. Fire Company shall maintain the original sign in sheets verifying member points, and shall provide these to the Town within five business days of the Town's request.

7. By the 28th of February, the Fire Company shall submit its foreign insurance fund report for the preceding calendar year to the New York State Comptroller providing an accounting of the funds received, and of expenditures made using foreign insurance funds. A copy shall also be filed with the Town.

8. By January 15, Fire Company will provide to the Town a current copy of its by-laws, and the Fire Company shall, within seven days of its adoption, provide to the Town a copy of any amendment to the by-laws during the term of this Contract.

9. The Fire Company and Town Board agree and acknowledge that pursuant to General Municipal Law § 209-1, the Town Board as a body has the power to remove a Fire Company officer or member for incompetence or misconduct, and the Fire Company agrees to cooperate fully with any reasonable request made on behalf of the Town Board in connection with a hearing pursuant to General Municipal Law § 209-1.

Removals on the ground of incompetence or misconduct, except for absenteeism at fires or meetings, may be made only after a public hearing before the Town Board or its designated hearing officer. Written notice of the hearing and of the charges must be served personally upon the accused officer or member at least 10 days but not more than 30 days before the date of the hearing. If the hearing is held before a hearing officer, the hearing officer shall forward to the Town Board the hearing record and the hearing officer's recommendations within 90 days of the close of the hearing. A decision to remove an officer or member must be supported by substantial evidence, the accusing party shall bear the burden of proof, and the accused shall have the right to cross-examine the witnesses against him. Following the Town Board's decision, the officer or member shall have a right review pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

10. Fire Company acknowledges that pursuant to General Municipal Law § 204-a (6), the Town Board may by resolution prohibit the fire company from engaging in fund raising activities or in any general or specific type of fund raising activity, but this power shall not be exercised by the Town Board in an arbitrary or capricious manner. Fire Company agrees to secure insurance coverage in favor of the Town for all fundraisers, if liability coverage for said fundraiser is not provided by the insurance required herein, and to provide evidence of such insurance if requested by the Town.

11. Fire Company agrees to permit representatives or agents of the Town, at a mutually agreed upon time within seven days of the Town's initial request, access to all Fire Company buildings, equipment, and tools for the purpose of inspection and evaluation.

## **SECTION 2 - BEST EFFORTS OF FIRE COMPANY**

The Fire Company agrees that, at all times, it will faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the Town. It shall keep its apparatus and equipment in good working order at all times, and through recruitment, training, and drills will provide an adequate supply of willing and qualified personnel. Fire Company shall in no event be considered an insurer against loss by fire or other similar casualty.

## **SECTION 3 - TERM OF EMPLOYMENT**

Employment under this Contract shall commence as of January 1, 2023 and shall continue until December 31, 2024. This Contract shall continue to renew on the same terms (including contract amount) in effect on December 31, 2024 for up to two additional terms of one full calendar year without any further public hearing unless one of the contracting parties

shall notify the other in writing on or before August 20 that it elects to terminate the contract on December 31 of that year.

#### **SECTION 4 - COMPENSATION OF FIRE COMPANY**

The Town, in consideration of the Fire Company faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Company and the Fire Company shall accept from the Town fifty percent (50%) of the contract amount by April 1 of the current contract year, and the remaining fifty percent (50%) in accordance with Schedule A attached hereto, which contains a schedule and requirements. All monies charged hereunder shall be a charge upon the District and collected with Town taxes. Said sum shall be considered a definite sum, as required by § 184(5) of the Town Law and delineated on Schedule A, attached.

#### **SECTION 5 - FIRE COMPANY TO COMPLY WITH LAW**

The Fire Company agrees to comply with the provisions of Sections 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under § 519 of the Not For Profit Law and §§ 30-A and 33a of the General Municipal Law.

#### **SECTION 6 - ASSIGNMENT**

This Contract may not be assigned by the Fire Company or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town.

#### **SECTION 7 - REMEDIES**

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Company by the Town sent by certified mail, return receipt requested. Upon termination, the Company shall remit a pro-rata share of the contract amount to the Town.

#### **SECTION 8 - TOWN TO ASSIST WITH CERTAIN SERVICES**

In consideration of the services provided by the Fire Company, the Town agrees to use its best efforts to obtain assistance in the preparation of grant applications on a discounted basis for the Fire Company. It is understood that the Town shall not be obligated to obtain such discounted services. Any unpaid charges arising from the performance of any services by the grant consultant shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Contract or any future Contract hereinafter entered into between the parties.

In further consideration of the services provided by the Fire Company, the Town shall use its best efforts to obtain materials and equipment through the Highway Department of the Town for the benefit of the Fire Company in performing its emergency services as defined herein. It is understood that the Fire Company may be required to reimburse the Highway Department for its time, materials, and equipment pursuant to Article VIII § 1 of the Constitution of the State of New York. It is further understood that the personnel, materials and equipment shall be within the sole discretion of the Town Superintendent of Highways, based upon the circumstances existing at the time of any request by the Fire Company. This request shall be in writing and shall set forth the nature and extent of the requested services, except the Highway Superintendent may dispense with the writing requirement in exigent circumstances. Any unpaid charges arising from the performance of any services by the Highway Department shall be considered a charge against the Fire Company and may be deducted from any future payment made pursuant to this Agreement or any future Agreement hereinafter entered into between the parties.

The Town also agrees that it shall pay the cost of physicals and other tests required in order to obtain medical clearance for qualified firefighters, and the cost for obtaining the Hepatitis B shot series. The Town further agrees that it will reimburse firefighters for co-pays if the firefighter's personal insurance is used for an injury directly related to providing the fire service that is the subject of this Contract.

#### **SECTION 9 - INSURANCE/INDEMNIFICATION**

The Fire Company agrees that it shall indemnify and hold harmless the Town and its agents, employees, and officials from any and all liability for any reason whatsoever arising out of the performance or failure of performance of its duties, obligations, or operations under this agreement, including the cost of reasonable attorneys' fees.

The Fire Company, at its own cost and expense, shall provide a policy or policies of insurance as customarily are required for the operation of volunteer fire Company, including without limitation:

1. A policy of directors and officers insurance covering the Fire Company administration;
2. General liability insurance providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000) and including coverage for products and completed operations and liquor liability;
3. Automobile liability insurance covering all Fire Company vehicles (including engines) and providing for insurance coverage in a minimum amount per occurrence of Two Million Dollars (\$2,000,000); and
4. To the extent that the Fire Company employs persons, workman's compensation insurance covering those individuals.

Umbrella coverage may be used to satisfy the required limits.

The Fire Company shall provide to the Town declarations pages and endorsements for the required insurance coverage, which must name the Town of Boston and District as additional insureds and must further provide that the policies may not be cancelled without at least 30 days' notice to the Fire Company and the Town.

Except for the workman's compensation insurance referred to above, the Town shall obtain workman's compensation insurance for the Company for the services to be provided hereunder. In connection with same, the Company shall report all incidents requiring a claim

under workman's compensation to the Town Clerk via an incident report, which shall be filed no later than the next business day after the report was made.

It is intended and agreed that the provisions of this Section shall be broadly construed in favor of the Town, so as to carry out its purpose in protecting the Town and District from any and all liability caused by the actions or inactions of the Fire Company, whether actual or alleged. The Town shall have no liability under this Contract to the Fire Company or to anyone else beyond the funds appropriated and available for this Contract.

#### **SECTION 10 - NONDISCRIMINATION**

During the term of this Contract, the Fire Company agrees that in accordance with Article 15 of the Executive law (also known as the Human Rights law) and all other state and federal statutory and constitutional non-discrimination provisions, the Fire Company will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin or marital status, except as permitted by law. The Fire Company is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

#### **SECTION 11 - GOVERNING LAW**

This Contract and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York.

#### **SECTION 12 - PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION 13 - EFFICIENCY AND COOPERATION WITH OTHER FIRE COMPANIES**

Fire Company agrees that it shall acquire all goods and services competitively and in accordance with sound procurement policies. It shall continue its efforts to solicit grant funding to defer the cost of providing fire protection services.

Fire Company further agrees that it shall meet as needed and at all times shall work cooperatively with the Town and the other Fire Companies in the Town for the benefit of the Town and to develop efficiencies and avoid unnecessary duplicative purchases, including through the possible development of a Town Fire Protection Master Plan.

#### **SECTION 14 - NOTICE OF CLAIM**

Service of a verified claim on the Town Clerk within ninety (90) days of accrual of a claim against the Town or completion of the work or portion thereof, whichever is earlier, and

the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Fire Company of any action or proceeding with respect to this Contract.

#### **SECTION 15 - COUNTERPARTS**

This Contract is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Contract.

#### **SECTION 16 - RESOLUTION**

This contract has been approved by a majority of the members of the Fire Company by Resolution adopted in accordance with the Fire Company By-Laws at either a regular or special meeting.

#### **SECTION 17 - COMPENSATION AND VFBL**

The Town shall remain liable for benefits payable under the Volunteer Firefighter Benefits Law (VFBL) as required by Section 30 of the VFBL for “active members” of the Fire Company.

#### **SECTION 18 – SANITATION**

The Town of Boston shall direct its solid waste disposal contractor to collect the trash and recyclable materials from the Boston Fire Station at 6746 Mill St, Boston, NY 14025. Collection shall occur once per week. The permitted waste and trash collection, including separation of recyclable materials, shall be consistent with the requirements Town’s waste management agreement then in effect.

#### **SECTION 19 - NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Boston Fire Company, Inc.  
P.O. Box 357  
Boston, NY 14025

#### **SECTION 20 - ENTIRE AGREEMENT/NO ORAL MODIFICATIONS**

It is understood that this Contract constitutes the entire agreement between the Fire Company and the Town. No agreement, oral or written, respecting this Contract shall be binding upon either party unless in writing and attached hereto.

#### **ATTESTATION CLAUSE**

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the Town Board of the Town of Boston the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jason A. Keding,  
Town Supervisor

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came Jason A. Keding, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

**IN WITNESS WHEREOF**, the undersigned has signed this Fire Protection Contract on behalf of the Boston Volunteer Fire Company the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, President

STATE OF NEW YORK     )  
                                      : ss.  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me came \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

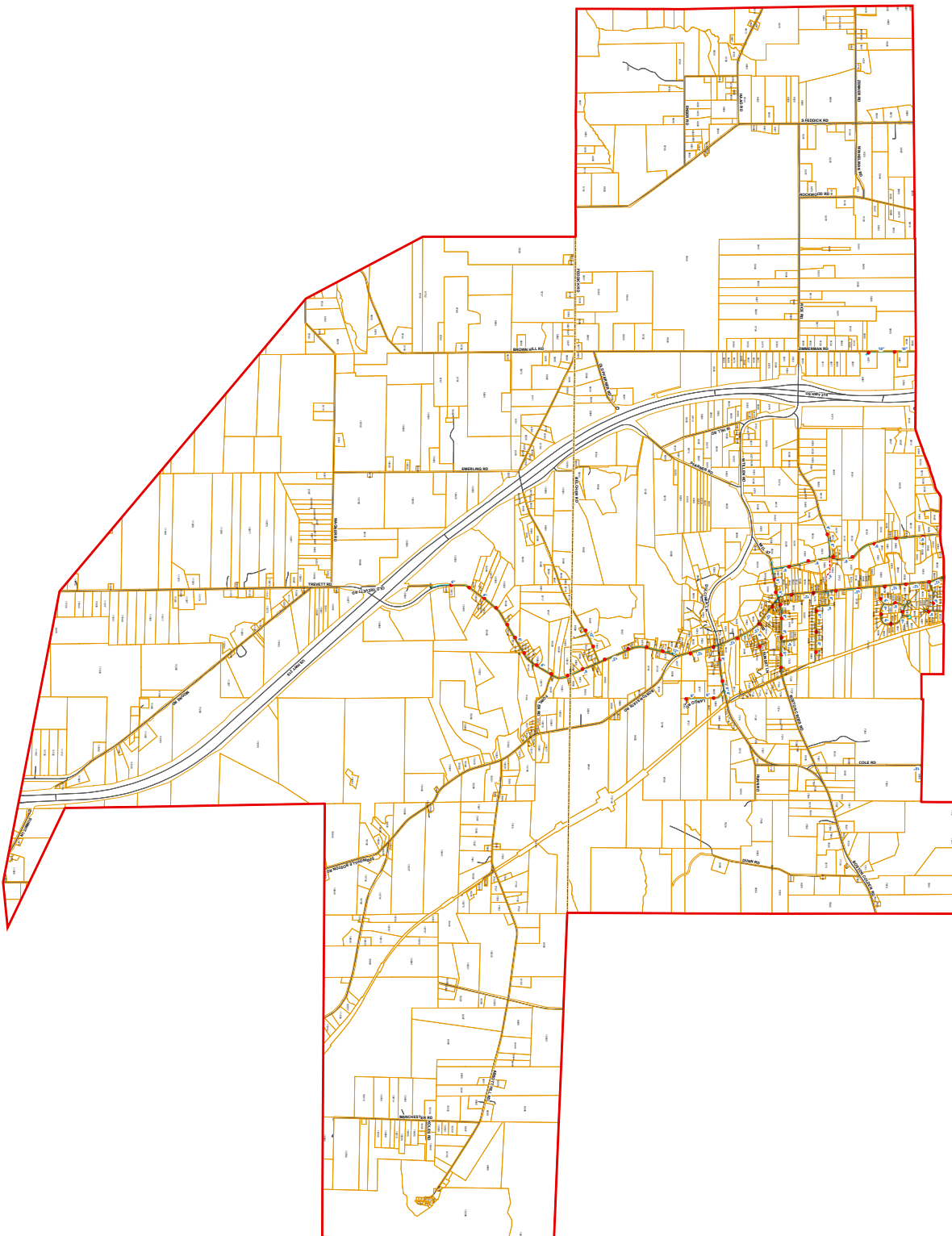
**SCHEDULE A**  
**SCHEDULE OF PAYMENTS AND FIRE COMPANY CONTRACT REQUIREMENTS**  
**COMPLIANCE CHECKLIST**

**NOTE: Not all contract requirements are set forth in this Schedule. In the event of a conflict between this Schedule A and the terms of the contract, the terms of the contract control.**

January	By January 15 of each year, filing of verified certificate with County Clerk and Boston Town Clerk. Certificate to contain: names of officers and directors; inventory of property; statement of liabilities and that corporation has not engaged in any business other than as stated in its Certificate of Incorporation.  Copy of current by-laws to be provided to Town.  Annual active membership roster submission to Town.
February	By Feb. 28, a report of expenditure of foreign fire insurance funds to be filed. (GML 30a & 33-a).
March	By March 1 report for LOSAP compliance setting forth State point and Dept. point requirements. Report shall be broken out by categories listed in 217 of GML.  In first year of contract, copies of Drivers Licenses or other form of ID showing current legal address of each active member due to Town.
April	50% of total contract amount paid by April 1.
June	If required by GML 209-z, audit to be submitted to Town Board (if Fire Company's fiscal term ends Dec. 31). If GML 209-z audit is not required, Fire Company's audit committee shall be prepared to meet with Town and make records available no later than June 30.
July	July 1 – remaining 50% payment of the year's total contract amount to be paid by Town if reporting and submittal requirements are being met.
September	By September 1, next year's Budget to be submitted to Town. Along with copies of the budget a detailed breakdown of its capital plans should be provided along with statements setting forth its reserves showing compliance with its capital plans. The capital plans or plan should detail the useful life of the Fire Company's real property, apparatus and equipment, anticipated capital repairs, maintenance or replacement needed and whether capital reserve funds have been established and what extent they are funded. Any singular item anticipated to be repaired, maintained or replaced at a cost greater than \$25,000 should be included in the capital plan.
All Year	Town must be notified of change-of-address for active members within 30 days.

**SCHEDULE B**

**MAP SHOWING FIRE COMPANY  
GEOGRAPHIC AREA OF PRIMARY RESPONSIBILITY**



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March 28, 2019



**ERIE COUNTY WATER  
AUTHORITY**  
BUFFALO, NEW YORK

**TOWN OF BOSTON – RESOLUTION NO. 2022- 83**

**AUTHORIZING CONTRACTS FOR  
FIRE PROTECTION SERVICES**

**WHEREAS**, the Town of Boston, through the Boston Fire Protection District, desires to contract for fire protection services in the Town; and

**WHEREAS**, the Boston Volunteer Fire Company, North Boston Fire Company, and Patchin Fire Company (“the Companies”) each have offered to provide the necessary services in their geographic areas of responsibility as well as services to the entire Town of Boston under mutual aid agreement; and

**WHEREAS**, proposed contracts with each of the Companies have been negotiated in order to provide fire protection services for the 2023 and 2024 calendar years, with potential renewals for the 2025 and 2026 calendar years (the “Proposed Fire Protection Contracts”); and

**WHEREAS**, a public hearing on the Proposed Fire Protection Contracts was duly noticed and held on November 16, 2022; and

**WHEREAS**, after due deliberation on the foregoing, the Town Board believes it to be in the best interests of the Town and Boston Fire Protection District to execute the Proposed Fire Protection Contracts;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston hereby authorizes the Town Supervisor to execute the Proposed Fire Protection Contracts with Boston Volunteer Fire Company, North Boston Fire Company, and Patchin Fire Company.

On November 16, 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**

**TOWN OF BOSTON – RESOLUTION NO. 2022 – 84**

**ALLOCATING 2022 FUNDS TO THE AMBULANCE CAPITAL RESERVE FUND**

**WHEREAS**, the Boston Emergency Squad’s oldest ambulance was purchased in 2008 and thus aging; and

**WHEREAS**, the Town Board established an Ambulance Capital Reserve Fund in 2015 to accumulate moneys to finance the cost of a future ambulance purchase; and

**WHEREAS**, the 2022 Contract for General Ambulance Services with Boston Emergency Squad, Inc. notes that the Town shall make a contribution to an ambulance reserve fund for the Squad in the amount of \$40,000 for the 2022 contract year;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board is adding equipment funds to the Ambulance Capital Reserve Fund in the total amount of \$40,000, from Ambulance – Capital Equipment (Account No. SM0-4540-0200); and

**FURTHER BE IT RESOLVED**, that these funds will be invested and reported under the same provisions as set forth in Resolution 2015-12 which established the Ambulance Capital Reserve Fund.

On November 16, 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**

**TOWN OF BOSTON – RESOLUTION NO. 2022 – 85**

**AMENDING 2022 BUDGET TO PROPERLY ACCOUNT FOR  
AIM FUNDING**

**WHEREAS**, the 2019-20 Enacted State Budget reduced traditional Aid and Incentives for Municipalities (AIM) program funding by \$59 million by eliminating payments to approximately 1,300 towns and villages where AIM funding represented less than 2 percent of total expenditures; and

**WHEREAS**, the 2019-20 Enacted State Budget also amended the Tax Law to provide that a portion of county-imposed sales tax revenues be distributed this year, and every future year, to fund the gap in revenues resulting from the elimination of AIM moneys; and

**WHEREAS** the amended Law directs the State Comptroller to withhold a portion of county sales tax revenues from each county and distribute the funds in accordance with new Tax Law Section 1261; and

**WHEREAS**, the 2022-23 Enacted State Budget eliminated these above mentioned AIM-related payments and the withholdings from county sales tax collections used to fund them, while re-establishing the prior AIM program pursuant to Chapter 55 of the Laws of 2022; and

**WHEREAS**, the Town of Boston anticipated to receive \$49,689 in AIM-related funding in the 2022 budget, to be booked to **A-2750 AIM-Related Payments**; and

**WHEREAS**, the NYS Office of the State Comptroller stated in the payment notice received by the Town on September 19, 2022 that the \$49,689 AIM revenue should be booked to revenue code **A-3001 State Aid, Revenue Sharing**;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board hereby authorizes the following amendment of the Town's 2022 budget to appropriately adjust the account used to record the 2022 AIM Payment:

Increase Estimated Revenue:

A00-3001-0000	State Aid, Revenue Sharing	\$49,689
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Decrease Estimated Revenue:

A00-2750-0000	AIM-Related Payments	\$49,689
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On November 16, 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**