

**AGENDA**  
**REGULAR BOARD MEETING - TOWN OF BOSTON**  
**December 7, 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 16, 2022
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Town of Boston Dog Control Officer report November 2022
2. Erie County Water Authority Extract of Minutes and Tariff
3. Letter from Chairman Dr. Mitch Tucker and the Conservation Advisory Council
4. Comp Alliance Award Letter
5. Dispatch Reports - August to October 2022 - Boston EMS, Boston Fire Co, North Boston Fire Co, Patchin Fire Co
6. Boston Volunteer Fire Company Form 990 for 2021
7. Town Clerk and Tax Collector Audit Reports

**ITEM NO. IV NEW BUSINESS**

1. Requests from the Floor (3-minute time limit per person)
2. Schedule a Public Hearing for 2022 Local Law Intro. No. 3, entitled: "A LOCAL LAW Updating the Town of Boston's standards and procedures for administration and enforcement of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code."
3. Resolution 2022-86 Authorizing Agreement with Boys' & Girls' Club of Orchard Park, Inc
4. Resolution 2022-87 Authorizing Disposal of Surplus Equipment
5. Resolution 2022-88 Approving Justice Court Audit
6. Resolution 2022-89 East Hill Pump Station Repair
7. Proclamation for Barbara Moore

8. Request from James Laskowski for Appointment to the Board of Assessment Review
9. Appoint delegate for Association of Towns Annual Business Meeting

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

1. Resolution 2022-54 - Climate Smart Communities Pledge

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

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

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

1. Adjournment of Meeting

**DRAFT**

REGULAR BOARD MEETING  
NOVEMBER 16, 2022

TOWN HALL  
7:30 P.M.

Present: Supervisor Jason Keding, Councilman Michael Cartechine, Councilwoman Jennifer Lucachik, and Councilwoman Kathleen Selby.

Also Present: Deputy Supervisor Hawkins, Attorney for the Town Costello, and Deputy Town Clerk Derk.

Regular Business:

A motion was made by Councilwoman Selby and was seconded by Councilman Cartechine to approve the minutes of the November 2, 2022 regular meeting.

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

four (4) Yes Carried

A motion was made by Councilman Cartechine and was seconded by Councilwoman Lucachik upon review by the Town Board, that fund bills in the amount of \$238,147.08 be paid.

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

four (4) Yes Carried

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

Town of Boston Dog Control Officer report October 2022

Town Clerk's monthly report October 2022

Association of Towns 2023 Annual Meeting and Training School

Association of Towns letter to assign delegate

New business:

Supervisor Keding stated the floor is open for public comment:

The following person was heard:

Mitch Tucker

Supervisor Keding stated the floor is closed.

Supervisor Keding read the public hearing notice for Boston Emergency Services Contract:

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 stated the floor is open for public comment.

There was no comment from the public.

Supervisor Keding stated the floor is closed.

Councilman Cartechine read the public hearing notice for Fire Protection Contracts:

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 stated the floor is open for public comment.

There was no comment from the public.

Supervisor Keding stated the floor is closed.

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

**RESOLUTION 2022-82**

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



Motion Con't:

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 Boston Emergency Squad, Inc., offers such services and is the current provider of such services for the Town; and the terms of the proposed agreement between the Town and Boston Emergency Squad, Inc., are set forth in a contract dated November 16, 2022; and a public hearing on the proposed agreement was held on November 16, 2022; and 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 November 16, 2022; the Town of Boston hereby authorizes the contract dated November 16, 2022 for general ambulance service and first aid with Boston Emergency Squad, Inc.

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

four (4) Yes Carried

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

**RESOLUTION 2022-83**

**AUTHORIZING CONTRACTS FOR FIRE  
PROTECTION SERVICES**

The Town of Boston, through the Boston Fire Protection District, desires to contract for fire protection services in the Town; and 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 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 a public hearing on the Proposed Fire Protection Contracts was duly noticed and held on November 16, 2022; and 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.

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

four (4) Yes Carried

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

**RESOLUTION 2022-84**

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

Motion Con't:

The Boston Emergency Squad's oldest ambulance was purchased in 2008 and thus aging; and the Town Board established an Ambulance Capital Reserve Fund in 2015 to accumulate moneys to finance the cost of a future ambulance purchase; and 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; 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 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.

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

four (4) Yes

Carried

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

**RESOLUTION 2022-85**

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

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 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 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 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 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**; 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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Motion Con't:

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

four (4) Yes

Carried

Reports and Presentations:

Councilwoman Selby reported on the following:

Still working with Waste Management on some of the areas in the Town that are difficult for the use of the totes. I have a meeting on Monday and I am hoping that we can get it resolved with the placement of the totes in a safe manner. I need to speak with the Highway Superintendent and hopefully making the drive a little bit wider to have room for these totes. For certain areas it has been a problem, we are trying to work through that, and with this weather approaching it's probably not going to be any easier. We appreciate your patience and I appreciate the support from the Supervisor and the Clerk's Office fielding those calls, and Sean has been a real asset to me as well lately, thank you all. Everyone Stay safe out there, it looks like it's going to be a little dicey. Thanks to Bob for keeping the roads safe.

Councilman Cartechine reported on the following:

Thanked the members of the Squad and the Fire companies for all of their time that they dedicated to working with the Town for the contracts for the new year. I am happy with the discourse and the work that was involved. Also wanted to thank them for their dedicated and ongoing service to the Town.

Councilwoman Lucachik reported on the following:

Zoning Board meeting for December 1<sup>st</sup> is cancelled.

Town Clerk Quinlan reported on the following:

DEC leftover deer management permits are available for a limited number of areas, stop at the Clerk's office to see what is available.  
Saturday December 3<sup>rd</sup>, Churchill UMC will be having their annual Christmas cookie and bake sale, open at 9 am. Next Connect Life Blood Drive, Tuesday December 6<sup>th</sup>, 2pm-7pm, Boston Town Hall Community Room. Compliments of Conservation Advisory Council and Chairman Mitch Tucker, they have provided some 2023 calendars and postcards available to the residents, stop at the Clerk's office. The photos were provided by residents in the community.

Supervisor Keding reported on the following:

It is that time of the season, the first snowstorm is coming. This afternoon phone call with the Town's Emergency Manager, the snow came in a lot sooner than anticipated. Phone call with the County Executive, the National Weather Service and other municipalities on the call. The snowstorm is anticipated to bring one to two inches of snow out to the area overnight. Looking at the band a little while ago it looks like it's been pretty heavy, so our roads are slick.

The County has all their plows on the roads. There are 37 trucks out and a total of 45, running two shifts. National Weather Service report most of the snow is going to be coming in late day and overnight hours. Going into tomorrow and tomorrow night into Friday, potentially going to be experiencing here in Boston, snowfall rates of 2 to 3 inches per hour. County plow routes can range between 2 and 4 hours per route, so a 3 or 4 hour route you are looking at 6 to 8 inches of snow on the road before that next plow truck rolls by your house. Governor Hochul has declared a State of Emergency already, that happened this evening. The Thruway is shut down to commercial traffic from Rochester to the Pennsylvania border. There may be areas shut down tomorrow depending on how big of a snow band. Ironically this weather pattern is like the winter storm of 2014, occurred on the same date. That storm was 6 miles in length and this one is anticipated to be 20 miles in length. It may reach as far as Monroe County. Additional precautions are being taken, the County Executive has stated that he will potentially declare a State of Emergency at some point tomorrow. He may institute a driving ban, that decision would be made late tomorrow after evening rush hour or at the latest 3 or 4 o'clock in the morning on Friday. County Hall will be shut down on Friday, County Executive has advised to work from home. Stay tuned to local new stations, if you do go out on the roads, make sure you have a bottle of water, cell phone charging cables, just in case you get stuck. We don't know exactly what we will be dealing with. Most heavily hit areas will receive 3 to 4 feet of snow. If there is a driving ban, unless you have a letter from your employer and are deemed essential, stay off the roads. If you do go off the road or get pulled over, Class B misdemeanor. That is handled by law enforcement officials and has nothing to do with any of us sitting here as the Town Board. Please stay off the roads so the roads can be cleared by the snowplows. NYSEG has sent additional assets into the area for potential power outages. Anticipating ice and heavy wet snow. Stay tuned to Town website and Facebook page, as information is available, will keep updated as it is received. Town Hall will be closed next Thursday and Friday for Thanksgiving.

A motion was made by Supervisor Keding and was seconded by Councilman Cartechine to adjourn the meeting at 7:52 p.m.

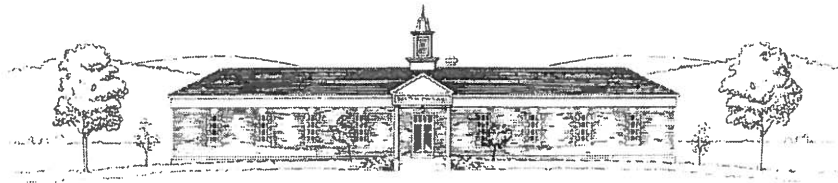
Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Lucachik	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

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**SANDRA L. QUINLAN, BOSTON TOWN CLERK**



## TOWN OF BOSTON

**Town Board Meeting: December 7, 2022**

Abstract #1 – 2022 Payables	Journal #AP-3521	\$ 308,553.35
Less Credit – DB Fund	Amazon	- 28.76
		<b>\$ 308,524.59</b>

**Total 2022 Payables Due**

**\$ 308,524.59**

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**Breakout by Fund:**

General (A) Fund:	\$ 26,746.57
Highway (DB) Fund:	\$ 204,063.57
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ 327.45
Refuse & Garbage (SG) Fund:	\$ -
Water (H) Funds:	\$ -
Trust & Agency (TA):	\$ -
Capital Projects (H00):	\$ 77,387.00

**Total expenses submitted for approval:**

**\$ 308,524.59**

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).



# December 7, 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 - 3521		Journal Desc: AP Batch 45		Journal Date: 12/7/2022		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	12/7/2022	Fund A00 AP Account	\$0.00	\$26,746.57	\$0.00		95
A00-1010-4000-0000	TOWN BD-CONTR	East Aurora Advertiser 190331 Springville Journal - Small Business Saturday Ad (11/17/22)	12/7/2022	Vendor#: 1869	\$27.00	\$0.00	\$0.00		93
A00-1010-4000-0000	TOWN BD-CONTR	East Aurora Advertiser 190332 Springville Journal - Prosecutor Job Posting (11/17/22)	12/7/2022	Vendor#: 1869	\$66.00	\$0.00	\$0.00		94
A00-1010-4000-0000	TOWN BD-CONTR	The Buffalo News 152074 (Acct. #582586) AD ID #1711538 - Job Posting (Prosecutor) 11/18/22	12/7/2022	Vendor#: 1671	\$23.00	\$0.00	\$0.00		21
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Amazon Capital Services 1F4F-C19P-MF6T Court - Ethernet Splitter; 2023 Wall Calendar	12/7/2022	Vendor#: 2003	\$28.58	\$0.00	\$0.00		36
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Kyle Calabrese 11/28/22 Juristic Judge Robe and Shipping	12/7/2022	Vendor#: 2046	\$371.36	\$0.00	\$0.00		10
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Charter Communications 141759701112122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/22 - 12/28/22)	12/7/2022	Vendor#: 1242	\$49.99	\$0.00	\$0.00		55
A00-1110-4000-0000	TOWN JUSTICE-CONTR	THOMSON REUTERS-WEST 845696955 2022 NY Law Books - McKinney's Consolidated Laws of NY BK62A	12/7/2022	Vendor#: 1696	\$720.00	\$0.00	\$0.00		77
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - Nov. 2022 November 2022 Visa Bill - GAAP Training, AOT Training, Adobe Acrobat, Stamp pads, Antifreeze, Christmas lights	12/7/2022	Vendor#: 1863	\$275.00	\$0.00	\$0.00		78
A00-1220-0400-0000	SUPERVISOR- CONTR	Jason Keding 12/2/22 Reimb. Mileage Reimbursement for AOT Training (388 miles round trip)	12/7/2022	Vendor#: 1568	\$226.98	\$0.00	\$0.00		72
A00-1220-0400-0000	SUPERVISOR- CONTR	Charter Communications 141759701112122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/22 - 12/28/22)	12/7/2022	Vendor#: 1242	\$49.99	\$0.00	\$0.00		56
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 1WLK-HVQ4-3416 Supervisor - Wall Calendar, Binders, Desk organizer, File Folders, Tape Refill, A-Z Tabs, Small Legal Pads / Buildings - Carbon Monoxide Detectors and Refills for First Aid Kits	12/7/2022	Vendor#: 2003	\$166.64	\$0.00	\$0.00		88
A00-1355-0401-0000	ASSESSOR- CONTR	NYS ASSESSORS ASSOCIATION 2023 Dues 2023 Membership Dues - Sue Fitzner	12/7/2022	Vendor#: 214	\$125.00	\$0.00	\$0.00		19
A00-1355-0401-0000	ASSESSOR- CONTR	SUE FITZNER 11/15/22 Erie County Assessor's Association Meeting 11/15/22	12/7/2022	Vendor#: 435	\$41.32	\$0.00	\$0.00		20

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

**Created By: epericak**

Journal Number: AP - 3521		Journal Desc: AP Batch 45		Journal Date: 12/7/2022		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-1410-0401-0000	TOWN CLERK- CONTR	Visa 2622 - Nov. 2022 November 2022 Visa Bill - GAAP Training, AOT Training, Adobe Acrobat, Stamp pads, Antifreeze, Christmas lights	12/7/2022	Vendor#: 1863	\$71.29	\$0.00	\$0.00	79	
A00-1410-0401-0000	TOWN CLERK- CONTR	Amazon Capital Services 1JVF-FL9R-3FT4 Town Clerk - 2023 Wall Calendar, Black Stamp Ink Refills	12/7/2022	Vendor#: 2003	\$39.67	\$0.00	\$0.00	86	
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 180752 Project No. 2190909.029 - 7072 Boston State Rd. Review (9/24/22 - 10/21/22)	12/7/2022	Vendor#: 1901	\$240.00	\$0.00	\$0.00	18	
A00-1620-0200-0000	BUILDINGS- EQUIP	MJM Electric Construction Inc. 18617 Heat Tape Installation @ Town Hall (Resolution 2022-73)	12/7/2022	Vendor#: 2047	\$11,675.00	\$0.00	\$0.00	35	
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4138035506 Town Hall - Sig Hardwound White Large (6)	12/7/2022	Vendor#: 1758	\$63.24	\$0.00	\$0.00	47	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701112122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/22 - 12/28/22)	12/7/2022	Vendor#: 1242	\$329.98	\$0.00	\$0.00	57	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701112122 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/22 - 12/28/22)	12/7/2022	Vendor#: 1242	\$149.97	\$0.00	\$0.00	58	
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - Nov. 2022 November 2022 Visa Bill - GAAP Training, AOT Training, Adobe Acrobat, Stamp pads, Antifreeze, Christmas lights	12/7/2022	Vendor#: 1863	\$21.00	\$0.00	\$0.00	80	
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1QTL-WPG7-LTKT Buildings - 2023 Calendar, Trash Liners	12/7/2022	Vendor#: 2003	\$69.77	\$0.00	\$0.00	73	
A00-1620-0400-0000	BUILDINGS- CONTR	BISON ELEVATOR SERVICE 90330 Preventive Maintenance on Elevator (Dec 2022 - Feb 2023)	12/7/2022	Vendor#: 261	\$414.00	\$0.00	\$0.00	74	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301111422 Acct. #142054301 - Elevator Phone (11/15/22 - 12/14/22)	12/7/2022	Vendor#: 1242	\$39.99	\$0.00	\$0.00	60	
A00-1620-0400-0000	BUILDINGS- CONTR	Atlas Building Maintenance Inc 2209751 Eucalyptus Odor Counteractant; Freight	12/7/2022	Vendor#: 1711	\$444.10	\$0.00	\$0.00	9	
A00-1620-0400-0000	BUILDINGS- CONTR	Liberty Janitorial 111822 Janitorial Services 10/25/22 - 11/18/22	12/7/2022	Vendor#: 1878	\$1,280.00	\$0.00	\$0.00	6	

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

**Created By: epericak**

Journal Number: AP - 3521

Journal Desc: AP Batch 45

Journal Date: 12/7/2022

Account Period: 12 - Dec

Status: Currently Active

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1WLK-HVQ4-3416 Supervisor - Wall Calendar, Binders, Desk organizer, File Folders, Tape Refill, A-Z Tabs, Small Legal Pads / Buildings - Carbon Monoxide Detectors and Refills for First Aid Kits	12/7/2022	Vendor#: 2003	\$166.41	\$0.00	\$0.00		87
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct - Nov. 2022 Stmt BLDG Acct. #1475 - Invoice #177658	12/7/2022	Vendor#: 24	\$30.98	\$0.00	\$0.00		82
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 30799 (554) December 2022 Pest Control Service - Town Hall	12/7/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00		91
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Charter Communications 144899201111422 Acct. #144899201 - Boys & Girls Club - Phone/Internet/TV (11/19/22 - 12/18/22)	12/7/2022	Vendor#: 1242	\$226.23	\$0.00	\$0.00		59
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 11/22 - Acct. #1003-3567-107 Acct. #1003-3567-107 - Boys & Girls Club (1464 kwh)	12/7/2022	Vendor#: 37	\$269.15	\$0.00	\$0.00		53
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 30800 (553) December 2022 Pest Control Service - Trooper Barracks	12/7/2022	Vendor#: 1811	\$55.00	\$0.00	\$0.00		90
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Surdej Web Solutions, LLC 2408 1 Year of Managed Wordpress Hosting - Dec. 2022 - Nov. 2023	12/7/2022	Vendor#: 1939	\$359.88	\$0.00	\$0.00		1
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	ComDoc, Inc. IN5379956 Xerox Copier Lease 10/24/22 - 11/23/22	12/7/2022	Vendor#: 1787	\$49.59	\$0.00	\$0.00		7
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 32850263 Agreement #018-1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier	12/7/2022	Vendor#: 2039	\$160.90	\$0.00	\$0.00		22
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	CONNIE D. MINER December 2022 December 2022 - Grant Writing Services	12/7/2022	Vendor#: 69	\$1,375.00	\$0.00	\$0.00		71
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/22 - Acct. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (252 kwh)	12/7/2022	Vendor#: 37	\$59.80	\$0.00	\$0.00		83
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	RICHARD-CIN SIGNS & SUPPLIES 3142 Various Road Signs	12/7/2022	Vendor#: 91	\$116.90	\$0.00	\$0.00		3
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/22 - Acct. #1001-9307-296 Acct. #1001-9307-296 - Boston Colden Signal (9 kwh)	12/7/2022	Vendor#: 37	\$21.24	\$0.00	\$0.00		51
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/22 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Signal (47 kwh)	12/7/2022	Vendor#: 37	\$27.25	\$0.00	\$0.00		52
A00-3510-0400-0000	DOG CONTROL- CONTR	STAR SERVICE 19789 DCO Van Service Call (battery/inspection)	12/7/2022	Vendor#: 1131	\$200.00	\$0.00	\$0.00		25
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Amazon Capital Services 169C-JT1F-FJNR Code Enforcement - 2023 Desk Calendar, Business Card Sleeves, Rolodex refill cards	12/7/2022	Vendor#: 2003	\$30.95	\$0.00	\$0.00		40

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

**Created By: epericak**

Journal Number: AP - 3521		Journal Desc: AP Batch 45			Journal Date: 12/7/2022	Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4137593886 Highway - Uniforms	12/7/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00		41
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4138948779 Highway - Uniforms	12/7/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00		42
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4138239082 Highway - Uniforms	12/7/2022	Vendor#: 1758	\$58.59	\$0.00	\$0.00		43
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4138035547 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towels	12/7/2022	Vendor#: 1758	\$34.22	\$0.00	\$0.00		44
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4138035547 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towels	12/7/2022	Vendor#: 1758	\$95.52	\$0.00	\$0.00		45
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4138035547 Highway - (7) Mats, (660) Shop Towels, (12) Centerpull Towels	12/7/2022	Vendor#: 1758	\$113.83	\$0.00	\$0.00		46
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 11/22 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway Barn (2280 kwh)	12/7/2022	Vendor#: 37	\$375.64	\$0.00	\$0.00		50
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501112122, Acct. #144899501 - HWY - Fax/Alarm/Cable Account (11/29/22 - 12/28/22)	12/7/2022	Vendor#: 1242	\$95.12	\$0.00	\$0.00		54
A00-5132-0400-0000	GARAGE-CONTR	HANES SUPPLY, INC. 1684692-00 12 Gloves for Highway Dept.	12/7/2022	Vendor#: 685	\$62.64	\$0.00	\$0.00		34
A00-5132-0400-0000	GARAGE-CONTR	Gen-Tech Power Systems 130920 Preventative Maintenance - Highway Generator	12/7/2022	Vendor#: 1865	\$179.00	\$0.00	\$0.00		8
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	McCullagh Coffee 85235 Coffee for Nutrition Program	12/7/2022	Vendor#: 1768	\$93.90	\$0.00	\$0.00		4
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	LEO JENSEN 12/1/22 MOW Reimb. Meals on Wheels Reimbursement Sept - Nov 2022 (97 miles x \$0.585)	12/7/2022	Vendor#: 225	\$56.75	\$0.00	\$0.00		2
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. October 2022 Invoice #'s 7714765, 7714766 - Portable Toilets @ Town Parks 10/1/11 - 10/31/22	12/7/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00		27
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. October 2022 Invoice #'s 7714765, 7714766 - Portable Toilets @ Town Parks 10/1/11 - 10/31/22	12/7/2022	Vendor#: 1990	\$141.69	\$0.00	\$0.00		28
A00-7110-0400-0000	PARKS- CONTR	NYSEG 11/22 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (754 kwh)	12/7/2022	Vendor#: 37	\$139.02	\$0.00	\$0.00		48
A00-7550-0400-0000	CELEBRATIONS- CONTR	Visa 2622 - Nov. 2022 November 2022 Visa Bill - GAAP Training, AOT Training, Adobe Acrobat, Stamp pads, Antifreeze, Christmas lights	12/7/2022	Vendor#: 1863	\$65.62	\$0.00	\$0.00		81

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

**Created By: epericak**

Journal Number: AP - 3521		Journal Desc: AP Batch 45		Journal Date: 12/7/2022		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-7550-0400-0000	CELEBRATIONS- CONTR	East Aurora Advertiser 189982 Springville Journal - Veteran's Day Ad (11/10/22)	12/7/2022	Vendor#: 1869	\$27.00	\$0.00	\$0.00	92	
A00-8010-0400-0000	ZONING-CONTR	LISA ROOD Mileage 2022 Mileage Reimbursement (51.5 Miles @ \$0.585)	12/7/2022	Vendor#: 1545	\$30.13	\$0.00	\$0.00	76	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 089391 Employee Funded Supplemental Health Ins. - November 2022	12/7/2022	Vendor#: 1887	\$217.32	\$0.00	\$0.00	23	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 221118395468 Health Insurance Premiums - December 2022	12/7/2022	Vendor#: 1378	\$4,488.56	\$0.00	\$0.00	17	
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	12/7/2022	Fund DB0 AP Account	\$0.00	\$204,063.57	\$0.00	97	
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	NOCO ENERGY CORP. SP12451043 1,301 Gallons of Diesel (\$4.8513/gallon)	12/7/2022	Vendor#: 543	\$6,315.57	\$0.00	\$0.00	29	
DB0-5112-0200-0000	CAPITAL OUTLAY	FIVE STAR EQUIPMENT, INC. E00811 2023 John Deere 544P Wheel Loader (Resolution 2022- 76)	12/7/2022	Vendor#: 612	\$51,131.27	\$0.00	\$0.00	84	
DB0-5130-0200-0000	MACHINERY- EQUIPMENT	FIVE STAR EQUIPMENT, INC. E00811 2023 John Deere 544P Wheel Loader (Resolution 2022- 76)	12/7/2022	Vendor#: 612	\$128,685.55	\$0.00	\$0.00	85	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1PQ1- YRY1-1W47 Highway - Drive Spinner Handle; Chisel Set	12/7/2022	Vendor#: 2003	\$53.55	\$0.00	\$0.00	89	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SOUTHSIDE TRAILER SERVICE, INC 362008 8.5 Inch Heated Silver Steel Convex Mirror	12/7/2022	Vendor#: 539	\$49.71	\$0.00	\$0.00	30	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	CASEY'S TRUCK SALVAGE WORLD I2022-00462 Bracket Mount to Front Axel	12/7/2022	Vendor#: 442	\$75.00	\$0.00	\$0.00	31	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	NORTHERN SUPPLY, INC. 110169 Kennametal Carbide (3/4x6x48") & Steel Moldboard Shoes	12/7/2022	Vendor#: 130	\$830.00	\$0.00	\$0.00	32	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Fastenal Company NYORC85225 Misc. Washers	12/7/2022	Vendor#: 1598	\$16.95	\$0.00	\$0.00	33	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EMERLING FORD, INC. 234344 Element, Plunger, tube, Bushing and Clamp	12/7/2022	Vendor#: 409	\$155.20	\$0.00	\$0.00	26	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 14RG- 1WNN-GW4H Highway - 12-point Combo Wrench; AAA Batteries; Tire Caps; Pistol Grease Gun; Trailer Jack; Hammer and Mallet Set; Combo Wrench; Flashlight Battery	12/7/2022	Vendor#: 2003	\$185.93	\$0.00	\$0.00	37	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1W6C- VF9R-J1FV Highway - Fuel Line Hose	12/7/2022	Vendor#: 2003	\$8.98	\$0.00	\$0.00	38	



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

**Created By: epericak**

Journal Number: AP - 3521		Journal Desc: AP Batch 45		Journal Date: 12/7/2022	Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1PC1-F1KV-HY6C Credit Memo for Inv. #11GH=N4HM-HGYW - Cancelled HWY Stainless Steel Round Convex Mirror	12/7/2022	Vendor#: 2003	\$0.00	\$28.76	\$0.00	39
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	NORTHERN SUPPLY, INC. 110170 Kennametal Carbide (3/4x6x48") & Steel Moldboard Shoes	12/7/2022	Vendor#: 130	\$830.00	\$0.00	\$0.00	15
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Linde Gas & Equipment Inc. 32555518 Acetylene & Oxygen Tank Rental 10/20/22 - 11/20/22	12/7/2022	Vendor#: 2009	\$123.29	\$0.00	\$0.00	11
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2022 Stmt HWY Acct. #1470 - Invoice #'s 177095, 177136, 177209	12/7/2022	Vendor#: 24	\$101.90	\$0.00	\$0.00	61
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2022 Stmt HWY Acct. #1470 - Invoice #'s 177095, 177136, 177209	12/7/2022	Vendor#: 24	\$6.58	\$0.00	\$0.00	62
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2022 Stmt HWY Acct. #1470 - Invoice #'s 177095, 177136, 177209	12/7/2022	Vendor#: 24	\$60.50	\$0.00	\$0.00	63
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$94.89	\$0.00	\$0.00	64
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$36.96	\$0.00	\$0.00	65
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$102.38	\$0.00	\$0.00	66
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$5.88	\$0.00	\$0.00	67
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$158.95	\$0.00	\$0.00	68
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$185.49	\$0.00	\$0.00	69

# December 7, 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 - 3521		Journal Desc: AP Batch 45		Journal Date: 12/7/2022		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2022 Stmt - HWY Highway Dept. Acct. #140 - Invoice #'s 167795, 168052, 169007, 169020, 169168, 169182, 169270	12/7/2022	Vendor#: 774	\$88.82	\$0.00	\$0.00		70
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0720597 Salt (78.58 Tons) - Tickets 1094117, 1094264	12/7/2022	Vendor#: 135	\$3,437.88	\$0.00	\$0.00		12
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0720870 Salt (82.12 Ton) - Tickets 50116063, 1094489	12/7/2022	Vendor#: 135	\$3,592.75	\$0.00	\$0.00		13
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	AMERICAN ROCK SALT CO LLC 0721201 Salt (40.55 Tons) - Ticket 1094936	12/7/2022	Vendor#: 135	\$1,774.06	\$0.00	\$0.00		14
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 221118395468 Health Insurance Premiums - December 2022	12/7/2022	Vendor#: 1378	\$5,524.71	\$0.00	\$0.00		16
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 089391 Employee Funded Supplemental Health Ins. - November 2022	12/7/2022	Vendor#: 1887	\$459.58	\$0.00	\$0.00		24
H00-0600-0000-0000	ACCOUNTS PAYABLE	Fund H00 AP Account	12/7/2022	Fund H00 AP Account	\$0.00	\$77,387.00	\$0.00		98
H00-7110-0200-0001	NORTH BOSTON PARK SHELTER	Sicoli Construction Services, Inc. Pay App. #3 Pay App #3 - N. Boston Pavilion	12/7/2022	Vendor#: 2042	\$77,387.00	\$0.00	\$0.00		75
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	12/7/2022	Fund SM0 AP Account	\$0.00	\$327.45	\$0.00		96
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 11/22 - Acct. #1001- 6047-341 Acct. #1001-6047-341 - Boston EMS Building (1236 kwh)	12/7/2022	Vendor#: 37	\$243.45	\$0.00	\$0.00		49
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 498003 Boston EMS - Physicals & Respirator Tests (11/7/22)	12/7/2022	Vendor#: 1499	\$84.00	\$0.00	\$0.00		5
Total Number of 98 Transactions			No Errors		\$308,553.35	\$308,553.35	\$0.00		

### AP - 3521 Summary By Fund Number

Fund	Debit	Credit	ENC\LIQ
A00	\$26,746.57	\$26,746.57	\$0.00
DB0	\$204,092.33	\$204,092.33	\$0.00
H00	\$77,387.00	\$77,387.00	\$0.00
SM0	\$327.45	\$327.45	\$0.00
<b>Total</b>	<b>\$308,553.35</b>	<b>\$308,553.35</b>	<b>\$0.00</b>

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

RECEIVED  
BOSTON TOWN CLERK

# TOWN OF BOSTON DOG CONTROL OFFICER REPORT

2022 NOV 31 PM 1:24

MONTH OF: November 2022

<sup>th</sup> grounds took van  
\* 17 in for battery/inspection

Dates of Month

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

\* All calls documented  
are NOT including SPAM

Phone Calls Received	3	1	2	7	13
Phone Calls Returned	3	1	2	7	13
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	1	0	1
***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: 12-1-22

2022 NOV 31 PM 1:24

RECEIVED  
BOSTON TOWN CLERK

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

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

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

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



## ERIE COUNTY WATER AUTHORITY

295 Main Street, Rm. 350 • Buffalo, New York 14203-2494  
716-849-8484 • FAX 716-849-8467

November 17, 2022

Hon. Sandra Quinlan  
Town Clerk  
Boston Town Hall  
8500 Boston State Road  
Boston, NY 14025

RECEIVED  
BOSTON TOWN CLERK  
2022 NOV 28 PM 1:03

Dear Clerk Quinlan:

Enclosed herewith please find an Extract from the Minutes of the Meeting of the Erie County Water Authority held on Thursday, November 17, 2022 amending the Authority's Tariff effective January 1, 2023 and a copy of the actual amendments at Schedule "A".

Also enclosed please find a complete copy of the Authority's Tariff including these amendments. This copy replaces the Tariff you currently maintain.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

A handwritten signature in blue ink, appearing to read "T. McCracken", is written over a horizontal line.

Terrence D. McCracken  
Secretary to the Authority

TDM:tg  
Enclosures

## **CERTIFICATION**

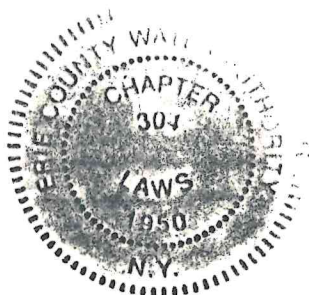
**I, TERRENCE D. McCracken**, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 17<sup>th</sup> day of November 2022 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said corporation this 17<sup>th</sup> day of November 2022.



Terrence D. McCracken  
Secretary to the Authority

**(SEAL)**





**EXTRACT FROM THE MINUTES OF THE MEETING OF THE  
ERIE COUNTY WATER AUTHORITY  
NOVEMBER 17, 2022**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 17<sup>th</sup> day of November, 2022, a quorum being present, the following resolution was adopted:

**WHEREAS**, the Act creating the Erie County Water Authority (the "Authority") and the General Bond Resolutions establishing issuance of all Authority bonds mandate: that the Authority maintain rates and fees sufficient to operate and maintain the waterworks system; to pay the principal and interest on its Revenue Bonds as they become due and payable; and to maintain reserves for capital improvements as well as for all obligations and indebtedness of the Authority; and

**WHEREAS**, the Authority's Executive and Senior Staff have the responsibility to review, analyze and make recommendations relative to charges and procedures contained in the Authority's Tariff; and

**WHEREAS**, Terrence D. McCracken, Secretary to the Authority, Mark S. Carney, General Counsel, Joyce A. Tomaka, Chief Financial Officer and Russell J. Stoll, Chief Operating Officer have reviewed the above recommendations and changes and concur with them; and

**WHEREAS**, after considering all the above recommendations, the Authority has determined that for the best interest of the public to maintain its quality water supply that the Tariff should be amended as set forth in the attached Schedule "A";

**NOW, THEREFORE, BE IT RESOLVED:**

That the Authority's Tariff, as previously amended, is hereby revised and amended in accordance with Schedule "A" attached hereto and made part hereof, to become effective at 12:01 a.m. January 1, 2023; and be it further

**RESOLVED:** That the Secretary to the Authority is hereby authorized and directed to file in the office of the Clerk of the County of Erie a duly certified copy of this resolution along with a copy of the revised pages to the Tariff and to publish a copy of these amendments authorizing the abovementioned changes in two newspapers having a general circulation in the County pursuant to Section 1054, Subdivision 10, of the Public Authorities Law; and be it further

**RESOLVED:** That the Secretary to the Authority, is further directed to forward a copy of this resolution along with a copy of the revised pages of the Tariff to the Town, Village or City Clerks of each of the towns, villages or cities receiving water from the Authority and that the Secretary to the Authority is further directed to furnish a duly certified copy of this resolution along with a copy of the revised pages of the Tariff to all Fiscal Agents named in the Authority's Bond Resolutions; and be it further

**RESOLVED:** The Board of Commissioners directs the Secretary of the Authority to post the amended Tariff on the Authority's website.

A motion was made by Ms. LaGree, seconded by Ms. Iannello and carried to adopt the foregoing resolution.

## **SCHEDULE "A"**

### **AMENDMENTS TO THE ERIE COUNTY WATER AUTHORITY'S TARIFF TO BECOME EFFECTIVE AT 12:01 A.M. JANUARY 1, 2023**

**UNDERLINED PORTIONS INDICATE NEW MATERIAL  
PORTIONS IN BRACKETS [ ] INDICATE DELETIONS**

## **2.00 AVAILABILITY AND TYPES OF SERVICE**

### **ACCESS TO PREMISES**

- 2.38** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting, [or] repairing meters, to turn service on or shut service off, and any inspection or service necessary as deemed by the Authority. Refusal to cooperate will be grounds for discontinuance of service, as provided in paragraph 2.31 (f).

## **13.00 CLASSIFICATION RATES AND CHARGES**

### **SERVICE CLASSIFICATION NO. 1**

- 13.01** The following classification of services rendered, facilities furnished hereunder, and rates and charges therefore are hereby established.

#### **A. SMALL METER CUSTOMERS - Installed Meter Sizes 5/8", 3/4" and 1"**

##### **COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$[3.80] 4.26 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$[3.80] 4.26 per 1000 gallons



SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
5/8 inch	9,000	\$[34.20] <u>38.34</u>	\$[22.71] <u>25.44</u>	\$[56.91] <u>63.78</u>
3/4 inch	9,000	[34.20] <u>38.34</u>	[22.71] <u>25.44</u>	[56.91] <u>63.78</u>
1 inch	9,000	[34.20] <u>38.34</u>	[22.71] <u>25.44</u>	[56.91] <u>63.78</u>

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
5/8 inch	3,000	\$[11.40] <u>12.78</u>	\$[7.57] <u>8.48</u>	\$[18.97] <u>21.26</u>
3/4 inch	3,000	[11.40] <u>12.78</u>	[7.57] <u>8.48</u>	[18.97] <u>21.26</u>
1 inch	3,000	[11.40] <u>12.78</u>	[7.57] <u>8.48</u>	[18.97] <u>21.26</u>

**B. LARGE METER CUSTOMERS - Installed Meter Sizes 1 1/4" AND**

**GREATER**

**COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$[3.42] 3.83 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$[3.42] 3.83 per 1000 gallons

SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
1-1/4 inch	27,000	\$ [92.34] <u>103.41</u>	\$ [88.95] <u>99.63</u>	\$ [181.29] <u>203.04</u>
1-1/2 inch	39,000	[133.38] <u>149.37</u>	[88.95] <u>99.63</u>	[222.33] <u>249.00</u>
2 inch	63,000	[215.46] <u>241.29</u>	[142.32] <u>159.39</u>	[357.78] <u>400.68</u>
3 inch	120,000	[410.40] <u>459.60</u>	[266.85] <u>298.86</u>	[677.25] <u>758.46</u>
4 inch	198,000	[677.16] <u>758.34</u>	[444.69] <u>498.06</u>	[1,121.85] <u>1,256.40</u>
6 inch	390,000	[1,333.80] <u>1,493.70</u>	[889.38] <u>996.12</u>	[2,223.18] <u>2,489.82</u>
8 inch	630,000	[2,154.60] <u>2,412.90</u>	[1,422.99] <u>1,593.75</u>	[3,577.59] <u>4,006.65</u>
10 inch	900,000	[3,078.00] <u>3,447.00</u>	[2,045.61] <u>2,291.07</u>	[5,123.61] <u>5,738.07</u>
12 inch	1,230,000	[4,206.60] <u>4,710.90</u>	[3,824.31] <u>4,283.22</u>	[8,030.91] <u>8,994.12</u>
20 inch	2,820,000	[9,644.40] <u>10,800.60</u>	[16,458.75] <u>18,433.80</u>	[26,103.15] <u>29,234.40</u>
24 inch	3,840,000	[13,132.80] <u>14,707.20</u>	[33,237.78] <u>37,226.31</u>	[46,370.58] <u>51,933.51</u>

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMM ODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
1-1/4 inch	9,000	\$ [30.78] <u>34.47</u>	\$ [29.65] <u>33.21</u>	\$ [60.43] <u>67.68</u>
1-1/2 inch	13,000	[44.46] <u>49.79</u>	[29.65] <u>33.21</u>	[74.11] <u>83.00</u>
2 inch	21,000	[71.82] <u>80.43</u>	[47.44] <u>53.13</u>	[119.26] <u>133.56</u>
3 inch	40,000	[136.80] <u>153.20</u>	[88.95] <u>99.62</u>	[225.75] <u>252.82</u>
4 inch	66,000	[225.72] <u>252.78</u>	[148.23] <u>166.02</u>	[373.95] <u>418.80</u>
6 inch	130,000	[444.60] <u>497.90</u>	[296.46] <u>332.04</u>	[741.06] <u>829.94</u>

8 inch	210,000	[718.20]	804.30	[474.33]	531.25	[1,192.53]	1,335.55
10 inch	300,000	[1,026.00]	1,149.00	[681.87]	763.69	[1,707.87]	1,912.69
12 inch	410,000	[1,402.20]	1,570.30	[1,274.77]	1,427.74	[2,676.97]	2,998.04
20 inch	940,000	[3,214.80]	3,600.20	[5,486.25]	6,144.60	[8,701.05]	9,744.80
24 inch	1,280,000	[4,377.60]	4,902.40	[11,097.26]	12,408.77	[15,456.86]	17,311.17

**C. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS PER SECTION 2, PARAGRAPHS 2.02B, 2.06-2.15**

**COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$[2.98] 3.34 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$[2.98] 3.34 per 1000 gallons

SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
1-1/4 inch	27,000	\$ [80.46] <u>90.18</u>	\$ [88.95] <u>99.63</u>	\$ [169.41] <u>189.81</u>
1-1/2 inch	39,000	[116.22] <u>130.26</u>	[88.95] <u>99.63</u>	[205.17] <u>229.89</u>
2 inch	63,000	[187.74] <u>210.42</u>	[142.32] <u>159.39</u>	[330.06] <u>369.81</u>
3 inch	120,000	[357.60] <u>400.80</u>	[266.85] <u>298.86</u>	[624.45] <u>699.66</u>
4 inch	198,000	[590.04] <u>661.32</u>	[444.69] <u>498.06</u>	[1,034.73] <u>1,159.38</u>
6 inch	390,000	[1,162.20] <u>1,302.60</u>	[889.38] <u>996.12</u>	[2,051.58] <u>2,298.72</u>
8 inch	630,000	[1,877.40] <u>2,104.20</u>	[1,422.99] <u>1,593.75</u>	[3,300.09] <u>3,697.95</u>
10 inch	900,000	[2,682.00] <u>3,006.00</u>	[2,045.61] <u>2,291.07</u>	[4,727.61] <u>5,297.07</u>
12 inch	1,230,000	[3,665.40] <u>4,108.20</u>	[3,824.31] <u>4,283.22</u>	[7,489.71] <u>8,391.42</u>
20 inch	2,820,000	[8,043.60] <u>9,418.80</u>	[16,458.75] <u>18,433.80</u>	[24,862.35] <u>27,852.60</u>
24 inch	3,840,000	[11,443.20] <u>12,825.60</u>	[33,237.78] <u>37,226.31</u>	[44,680.98] <u>50,051.91</u>

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
1-1/4 inch	9,000	\$ [26.82] <u>30.06</u>	\$ [29.65] <u>33.21</u>	\$ [56.47] <u>63.27</u>
1-1/2 inch	13,000	[38.74] <u>43.42</u>	[29.65] <u>33.21</u>	[68.39] <u>76.63</u>
2 inch	21,000	[62.58] <u>70.14</u>	[47.44] <u>53.13</u>	[110.02] <u>123.27</u>
3 inch	40,000	[119.20] <u>133.60</u>	[88.95] <u>99.62</u>	[208.15] <u>233.22</u>
4 inch	66,000	[196.68] <u>220.44</u>	[148.23] <u>166.02</u>	[344.91] <u>386.46</u>
6 inch	130,000	[387.40] <u>434.20</u>	[296.46] <u>332.04</u>	[683.86] <u>766.24</u>
8 inch	210,000	[625.80] <u>701.40</u>	[474.33] <u>531.25</u>	[1,100.13] <u>1,232.65</u>
10 inch	300,000	[894.00] <u>1,002.00</u>	[681.87] <u>763.69</u>	[1,575.87] <u>1,765.69</u>
12 inch	410,000	[1,221.80] <u>1,369.40</u>	[1,274.77] <u>1,427.74</u>	[2,496.57] <u>2,797.14</u>
20 inch	940,000	[2,801.20] <u>3,139.60</u>	[5,486.25] <u>6,144.60</u>	[8,287.45] <u>9,284.20</u>
24 inch	1,280,000	[3,814.40] <u>4,275.20</u>	[11,079.26] <u>12,408.77</u>	[14,893.66] <u>16,683.97</u>

## SERVICE CLASSIFICATION NO. 3

### C. Metered Hydrant Consumption

#### RATE:

\$[3.80] 4.26 per 1000 gallons. A minimum charge of \$[190.00] 213.00 per hydrant meter device per permit period

## 14.00 MISCELLANEOUS CHARGES

### 14.14 WATER SERVICE CONNECTION FEES

#### APPLICABILITY:

Except for those lots whose water service connections were not installed by the Authority, all water service connections for non-metered purposes or for general metered purposes under Service Classification No. 1:

#### RATE:

SIZE OF CONNECTION	CONNECTION CHARGE
Equal to or less than 2 inches	\$[2,300.00] <u>3,000.00</u>
Over 2 inches	AT ACTUAL COST



# **ERIE COUNTY WATER AUTHORITY**

## **T A R I F F**

**THE RULES AND REGULATIONS HEREIN PRESCRIBED WERE FIRST ADOPTED BY THE ERIE COUNTY WATER AUTHORITY AT A MEETING HELD ON DECEMBER 8, 1953, TO BECOME EFFECTIVE DECEMBER 23, 1953, AND WERE THEREAFTER DULY AMENDED BY PREVIOUS RESOLUTIONS OF THE AUTHORITY AND ADVERTISED PURSUANT TO SECTION 1054, SUBDIVISION 10 OF THE PUBLIC AUTHORITIES LAW OF THE STATE OF NEW YORK, MOST RECENTLY ADOPTED BY RESOLUTION NOVEMBER 17, 2022 TO BECOME EFFECTIVE JANUARY 1, 2023.**

## **I N D E X**

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## **1.00 DEFINITIONS**

As used in these Rules and Regulations, the words and phrases listed below shall be deemed to have the following meaning:

### **1.01 THE AUTHORITY**

Shall mean Erie County Water Authority.

### **1.02 ACTUAL COSTS**

Unless otherwise specified herein, the terms actual cost or entire actual cost shall mean the direct and indirect costs incurred by the Authority inclusive of audited or other overhead rate.

### **1.03 APPLICANT**

Shall mean any person making a request for any service to be rendered or furnished by the Authority.

### **1.04 BUILDER-CONTRACTOR-DEVELOPER**

Shall mean any person owning or having an interest in a plot or tract of land who applies for a supply of water to such premises which is intended to be sold, conveyed or leased by said person to an owner or occupant.

### **1.05 CUSTOMER**

Shall mean the owner.

### **1.06 CROSS CONNECTION**

A physical connection through which the water supply could be contaminated.

### **1.07 ECONOMIC FEASIBILITY**

Any service or facility requested by an applicant shall be deemed to be economically feasible when the estimated revenue to be derived therefrom shall be at least sufficient to comply with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

## **1.08 MAIN APPROPRIATE TO SERVICE REQUESTED**

Shall mean the pipe in a street extending parallel or nearly parallel to the front footage of property abutting thereon, having a diameter of 24 inches or less and having a normal operating pressure of not less than 30 P.S.I. at the point a water service connection is to be installed and having sufficient size, capacity, and availability of water supply to adequately provide the service requested. The Authority shall be the sole judge that the "main appropriate to service requested" is of sufficient size, capacity and of the availability of water supply to furnish the service requested to the applicant without detriment to existing customers.

## **1.09 MULTIPLE DWELLING UNIT SERVICE**

Shall mean service provided to four or more dwelling units through one meter. Examples of multiple dwelling unit service are apartments, condominiums, trailer parks, and townhouses. Service of water to Public Corporations and Special Improvement Districts which retail to their customers shall not be considered multiple dwelling unit service.

## **1.10 OCCUPANT**

Shall mean the person actually in possession or control of any premises or part thereof.

## **1.11 OWNER**

Shall mean the person who has legal or equitable title to any premises. The owner is responsible for payment of charges for water or other facilities and services furnished by the Authority.

## **1.12 PERSON**

Shall mean every individual, firm, association or corporation.

## **1.13 PREMISES**

Shall mean any property or location whether or not occupied by a structure and shall include the entire front footage thereof as determined by the Authority, abutting on a street whereat the service of water is requested or furnished for any part thereof.

## **1.14 PRIVATE FIRE PROTECTION SYSTEM**

Shall include water mains, pipes, hydrants, sprinklers, storage facilities and other facilities installed on private premises outside of the limits of the street for the purpose of private fire protection.

### **1.15 PUBLIC FIRE PROTECTION SYSTEM**

Shall mean appropriate production, distribution, and storage facilities, water mains, pipes, hydrants and other facilities installed in a street and used for the public protection of premises from fire.

### **1.16 SHARED METER**

Shall mean any meter that measures water usage at a premises occupied or under the legal control of a customer and also measures service to other space outside the control of that same customer.

### **1.17 STREET**

Shall include every right-of-way or place of whatever nature customarily used by the public as a matter of right, not including private rights of way or real estate under development.

### **1.18 WATER SERVICE CONNECTION**

Shall mean the facilities and equipment used to supply water to any premises and which are installed within the limits of the street between the main and the property line of the premises to be served.

## **2.00 AVAILABILITY AND TYPES OF SERVICE**

### **2.01 TERRITORIAL LIMITS**

For purposes of this Tariff, the phrase, "territorial limits," means the geographic boundaries of an appropriate water district.

The territorial limits of the Erie County Water Authority District have been established by state law, codified as Public Authorities Law § 1052. The rules, regulations, rates, charges, and fees herein prescribed shall be applicable to the supply of water and the furnishing of services and facilities by the Authority within or without the territorial limits of the Erie County Water Authority District.

The territorial limits of Public Corporation or Special Improvement District is defined by the limits established at the time of creation of the Public Corporation or Special Improvement District. Public Corporations include municipal corporations, including a county, city, town or village, or public benefit corporations. Special Improvement Districts, for purposes of this Tariff, includes water districts created by a municipal corporation or a federally recognized Indian nation and having designated governing board acting as water commissioners for the district.

### **2.02 TYPES OF SERVICE AVAILABLE**

Upon compliance with the rules and regulations herein prescribed and the payment of service charges and deposits applicable to the service requested, the Authority will furnish and provide service to the following categories of customers:

#### **A. DOMESTIC, INDUSTRIAL AND COMMERCIAL USERS**

1. Water will be provided from existing mains appropriate to the service requested as prescribed in the paragraphs hereof numbered 2.03 to 2.04 inclusive; or
2. Where the owner's premises abuts a street in which there is no existing main appropriate to the service requested or the existing main does not extend across the full frontage of the premises; service will be provided upon the execution of an appropriate main extension contract as provided in Section 10.00 hereof.

#### **B. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS**

1. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish an adequate supply of water within the territorial limits of public corporations or special improvement districts, which do not own or are not connected to an independent source of water supply as provided in paragraphs 2.05 to 2.11 inclusive subject to approval by the New York State Department of Health.

2. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish a supplemental supply of water for all purposes within the territorial limits of public corporations or special improvement districts, which own or are connected to an independent source of water supply as provided in paragraphs 2.12 to 2.15 inclusive, subject to approval by the New York State Department of Health and New York State Department of Environmental Conservation, Office of Environmental Analysis.

#### **C. LEASE MANAGED AREAS**

1. Service will be provided to domestic, industrial, and commercial customers within Special Improvement Districts and Villages whose facilities are leased to the Authority as provided in paragraphs 2.16 to 2.21 inclusive.

#### **D. TEMPORARY OR OCCASIONAL SERVICE**

1. Water will be provided on a temporary basis as specified in paragraphs 2.22 to 2.26 inclusive.

#### **E. FIRE PROTECTION**

1. Private Fire Protection will be provided as specified in Section 7.00.
2. Public Fire Protection will be provided as specified in Section 8.00.

#### **F. MISCELLANEOUS**

1. Miscellaneous service will be provided as outlined in paragraph 2.27.

### **SERVICE OF WATER FROM EXISTING MAINS APPROPRIATE TO THE SERVICE REQUESTED**

- 2.03** The Authority will provide the service of water to the owner for any premises which fronts and is numbered on any street in which there is installed an Authority owned main appropriate to the service requested which extends across the full frontage of the premises to be served.
- 2.04** The requirement that a main extend across the full frontage of the premises to be served may be waived by the Authority where it appears to the satisfaction of the Authority that such existing main without further extension will satisfactorily serve present and future requirements of both the applicant and the Authority.

## **SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS THE SOLE WATER SUPPLY**

- 2.05** The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which do not own or are not connected to an independent source of water supply for the following purposes and subject to the terms and conditions hereinafter prescribed upon receipt of a proper application:
- A. For a supply of water to be distributed and sold by such Public Corporation or Special Improvement District, and extensions thereof, through its own facilities to residents and inhabitants thereof.
  - B. For a supply of water to be delivered through its own facilities and sold by such Public Corporations or Special Improvement Districts outside of their territorial limits to another person, public corporation, or Special Improvement District.
- 2.06** Where a supply of water is to be provided by the Authority for the purposes specified in paragraph 2.05, the proper public officials of the applicant shall certify in writing to the Authority that the facilities of the applicant installed or proposed to be installed will be operated and maintained by the applicant; that the service of water to the residents and inhabitants within applicant's territorial limits will be performed by the applicant, and that such facilities will remain the property of the applicant unless the Authority shall give its consent in writing to the transfer of its ownership thereof.
- 2.07** For the purposes specified in paragraph 2.05, the applicant shall warrant to the Authority that its mains, storage tanks, pumping stations, cross-connection control program, and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial and industrial use as well as for public and private fire protection; and that additional sales of water to the applicant for resale to persons, Public Corporations and Special Improvement Districts outside of its territorial limits will not impair the supply or pressure of water when being served by the applicant to its residents and inhabitants.
- 2.08** Acceptance of an application made by a Public Corporation or Special Improvement District shall depend upon:
- A. The consent of the State of New York Department of Environmental Conservation, Office of Environmental Analysis, where required; and
  - B. A determination in the sole discretion of the Authority that the conditions of the service requested are economically feasible and within the capacity of the Authority to render without prejudice to the demands imposed upon its system by its other customers.



- 2.09** On and after the effective date hereof, the furnishing and delivering of water to a Public Corporation or Special Improvement District now or hereafter taking a supply of water from the Authority shall be made pursuant to the terms of a contract between the Authority and the governing board thereof.
- 2.10** The contract, known as a bulk sales agreement, shall contain, but without limitations, the following provisions:
- A. That the Authority will furnish a supply of water at designated metered connections but shall not be responsible for the water beyond such delivery point or points.
  - B. That the purchaser will install at its own cost and expense a suitable meter pit and necessary piping, fittings, valves and pipe couplings at each point or location where water is delivered by the Authority to the purchaser and at each location where water is sold by the purchaser to persons, Public Corporations or Special Improvement Districts outside of its territorial limits. The Authority will, at its own cost and expense furnish, install and maintain a meter and meter couplings to record the quantity of water through each such metered connection.
  - C. All water delivered and sold shall be at the rates and charges as set forth in subparagraph C of paragraph 13.01.
  - D. The bill for water sold and delivered to the purchaser shall be computed as the quantity of water registered on each intake meter recording the delivery of water to the purchaser less the quantity of water registered on each subtraction meter recording the delivery of water outside of the purchaser's territorial limits for distribution by the Authority, subject to minimum allowances.
  - E. In the event the Authority, in periods of drought or emergencies, restricts, curtails, or prohibits the use of water for secondary purposes, i.e., landscaping/lawn irrigation, car washing, filling swimming pools, etc., the Public Corporation or Special Improvement District will use its best efforts to secure the cooperation of its customers to comply with the Authority's regulations with respect to the use of water.
  - F. Every Public Corporation and Special Improvement District applying for a supply of water from the Authority after the effective date hereof shall agree that it will not sell or supply water to any property located within its territorial limits which abuts, faces or is numbered on a street in which there is an existing Authority owned main through which the service of water to such premises can be provided by direct connection thereto or by means of a main extension therefrom, as provided in Section 10.00 hereof.
  - G. The purchaser understands and agrees to allow and permit the Authority to use the facilities of the district without the imposition of any rentals or other charges thereof and to transport water to areas located outside and beyond the limits of the district.

H. The Public Corporation or Special Improvement District understands and agrees that in the event the Authority elects to transport water to areas outside and beyond the limits of the purchaser, the bill for water sold to the purchaser will be adjusted in accordance with subparagraph D of paragraph 2.10.

I. In the event that the Authority exercises its rights to give notice of intent to renegotiate the existing contract for the furnishing and delivering of water to a Public Corporation or Special Improvement District and the corporation or special improvement district does not enter into a new contract by the expiration date, then the conditions outlined in Section 2.10, A- H, will supersede any terms and conditions of the previous contract(s) which may exist as long as the Authority continues to provide water and until the Authority and the purchaser enter into a new contract.

**2.11** Every Public Corporation and Special Improvement District which is supplied by the Authority shall enact, enforce, and maintain a cross-connection control program and warrant to the Authority that such program complies with the requirements of the County of Erie, the State Health Department, and the requirements of the Environmental Protection Agency. A copy of the cross-connection control program and a list of installed backflow prevention devices shall be provided to the Authority.

#### **SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS A SUPPLEMENTAL WATER SUPPLY**

**2.12** The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which own or are connected to an independent source of water supply. The water supply furnished by the Authority may be used to supplement the applicant's independent sources.

**2.13** The applicant for a supplemental source of water from the Authority must satisfy all requirements listed in paragraphs 2.05 to 2.11 inclusive, plus those listed in paragraphs 2.14 and 2.15.

**2.14** The applicant's independent water supply system which is connected to the Authority system must satisfy all requirements of the County of Erie, State Health Department, and the Environmental Protection Agency.

**2.15** Pursuant to the bulk sales agreement the applicant will be subject to pay a minimum monthly payment.

#### **LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF SPECIAL IMPROVEMENT DISTRICTS**

**2.16** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Sections 197A and 198 of the Town Law, enter into a contract with the

governing board of Special Improvement Districts to lease and operate the water distribution system and other facilities of the District, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

- 2.17** The service of water by the Authority to existing and future customers of a Special Improvement District will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.18** The governing board of all Special Improvement Districts shall covenant to the Authority that its mains, pumping stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection.

#### **LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF VILLAGES**

- 2.19** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Section 11-1128 of the Village Law, enter into a contract with the governing board of the Village to lease and operate the water distribution system and other facilities of the Village, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.
- 2.20** The service of water by the Authority to existing and future customers of a Village will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.21** The governing board of all Villages shall covenant to the Authority that its mains, pumping stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection.

## **TEMPORARY OR OCCASIONAL SERVICE OF WATER**

- 2.22** The service of water to a premises prior to occupancy by a customer will be provided to builders, contractors, developers and owners for water during construction or for the service of water in display houses prior to sale, upon the payment of the applicable charge for the size of water service connection to be installed as prescribed in subparagraph A of paragraph 13.01 and upon payment of the quarterly average water usage for like-sized meters (Service Classification No. 1), in advance, and thereafter for each subsequent quarter, until such time as an owner or occupant of the premises is served therefrom.
- 2.23** The Authority may permit connections to be made to its mains to obtain a supply of metered water for hauling in tankers. The applicant may be required to install, at its own cost and expense, a suitable meter housing and all necessary piping, fittings, valves, and couplings to receive the meter and backflow prevention devices. The applicant shall also obtain all necessary permits and consents to construct and maintain the meter housing. Upon receipt of the deposit provided for in paragraph 14.05 hereof, the Authority will furnish, install, and maintain the meter, meter couplings and backflow prevention device.
- 2.24** The Authority will issue permits allowing persons to take water from:

- A. Hydrants- after receipt of the proper application and advance payment of deposits and fees as specified in paragraph 14.05 and 14.06.

The person must apply for the permit and pay a deposit as specified in paragraph 14.05 for a meter and backflow device and must also pay a fee as specified in paragraph 14.06 to cover the costs of the Authority administering the hydrant permit program. The fee as specified in paragraph 14.06 is waived for municipalities that receive service under a Direct Service or Lease Management agreement with the Authority. If the permit is for the use of multiple hydrants, the permit holder agrees to inform the Authority of the new location each time the device is moved from one hydrant to another. All water used will be billed at the rates set forth in Service Classification No. 1-A and at a frequency to be determined by the Authority.

Failure of the permit holder to inform the Authority of the new location of the device or any use of hydrants beyond those covered by a permit is prohibited as described in paragraph 11.02 and shall constitute a misdemeanor, punishable by fine or imprisonment up to 30 days, as set forth in Section 1054 (10) of the Public Authorities Law. Unauthorized hydrant use will be subject to a charge equal to the estimated water used and other actual costs incurred by the Authority, and as specified in paragraph 14.13. If any device is not returned or is returned in damaged condition, the cost of replacement or repair will be billed to the customer as listed in paragraph 14.07.

- B. Designated locations by tanker truck after receipt of the proper application and advance payment of fees as specified in paragraphs 14.05, 14.06 and 14.12.

The Authority will also permit tank truck filling of metered water with backflow protection at designated locations. The applicant will register with a Customer Service Representative and pay a deposit and fee as specified in paragraphs 14.05, 14.06 and 14.12. The registration fee under paragraph 14.12 is annual.

All water used will be billed at the rates set forth in Service Classification No. 3-A and at a frequency to be determined by the Authority.

- 2.25** The temporary or occasional service of water will be provided for construction jobs, fairs, circuses, military installations, emergency inter-system connections and the temporary service of water to a premises or property on which no permanent structure is or has been erected after receipt of the proper application and advance payment of fees and deposits as specified in paragraphs 13.01, 14.05 and 14.06.
- 2.26** The temporary or occasional service of water to a premises will be provided from existing mains of the Authority appropriate to the service requested, upon private rights-of-way (other than streets or highways) after receipt of the proper application and advance payment of fees as specified in paragraphs 13.02, 14.05 and 14.06.

### **MISCELLANEOUS SERVICE**

- 2.27** Whenever application is made for any service or facility of the Authority not herein specifically provided for, the same may be provided in the discretion of the Authority but subject to such terms and conditions as the Authority may in each circumstance prescribe by resolution.

### **GENERAL RULES SUPPLY OF WATER**

- 2.28** The Authority undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, but reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for (1) a deficiency or failure in the supply of water, or (2) water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied, are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers.
- 2.29** In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health of the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected



in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. All present and/or future customers who present the potential danger of being in violation of the New York State Sanitary Code shall install a backflow prevention device at their expense, in accordance with the Authority Cross Connection Control Program policy. A copy is available for review at the Authority's Service Center. After fulfilling the aforementioned requirement, the device is to be tested annually by a certified tester, in compliance with the Public Water Supply Guide, Cross Connection Control, at the customer's sole expense and shall provide the Authority with a certification of said test. The customer shall retain the services of an independent certified tester. A current list of certified testers is available from the Authority or the Erie County Health Department.

- 2.30** When determined by resolution of the Authority to be essential to the protection of the public health, safety and welfare in periods of drought or emergency, the Authority reserves the right to restrict, curtail or prohibit the use of water for secondary purposes i.e. landscaping/lawn irrigation, car washing or filling swimming pools, etc., and shall have the right to fix the hours and periods when water may be used for such purposes.

### **DISCONTINUANCE OF WATER SERVICE**

- 2.31** Water service may be discontinued by the Authority for any one of the following reasons:
- A. For use of water other than as represented in the customer's application or through branch connections on the street side of the meter or the place reserved therefor.
  - B. Willful waste by use of water through improper and imperfect pipes, or by other means.
  - C. For molesting or tampering with any service pipes, seal, meter or other appliance owned by the Authority.
  - D. For non-payment of bills for water or services rendered by the Authority in accordance with these Rules and Regulations.
  - E. For cross-connecting pipes carrying water supplied by the Authority with any other source of supply or with any apparatus which may endanger the quality of the Authority's water supply.
  - F. For refusal of reasonable access to the property for the purpose of reading, repairing, replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures.
  - G. For the furnishing or receiving of a supply of water from another premises.

H. For failure to properly operate and maintain all customer owned facilities including but not limited to service pipes, meter pits, tile settings, backflow preventer enclosures and backflow prevention devices.

I. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

**2.32** Where two or more premises have been supplied with water prior to April 15, 1970, through one service pipe under the control of one curb stop, such service shall continue; however, if any of the parties so supplied shall violate any of the Rules and Regulations provided for herein, the Authority reserves the right to apply the foregoing shut-off regulations to the joint service line, excepting that such action shall not be taken until the innocent customer who is not in violation of the Authority's Rules and Regulations has been given reasonable opportunity to attach the service pipe leading to his premises to a separately controlled service connection.

**2.33** Any customer may discontinue water service by giving the Authority advance notice not less than ten (10) days prior to the discontinuance and all liability for charges for service rendered after the discontinuance of service as herein provided for shall cease. The Authority may require the customer to give such advance notice in writing.

### **RESTORATION OF SERVICE**

**2.34** When water service to any premises has been turned off upon the order of the customer or for any of the reasons specified in paragraph 2.31 hereof and service at any premises is again desired by the same customer, a charge of will be made as specified in paragraph 14.10 for the restoration of services providing the discontinuance of service has required only the removal of the Authority's equipment from the customer's premises, the closing of the curb stop or turning off the water elsewhere not involving any unusual expense. If, however, by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incident to the disconnection and reconnection of the service pipe.

**2.35** Upon receipt of an application for a new service or for reinstatement of an existing service, the Authority will assume that the piping and fixtures which the service will supply are in proper order to receive the same, and the Authority will not be liable in any event for any accident, break or leakage arising in connection with the supply of water or failure to supply the same.

## **CHANGE OF OCCUPANCY**

- 2.36** The customer shall notify the Authority in advance of any change in occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is provided as required in the paragraph numbered 2.33 hereof.

## **FORMS**

- 2.37** All applications, contracts, agreements and any other forms required in connection with the Rules and Regulations prescribed herein shall be in the form and shall contain such general conditions, provisions and terms as the Authority shall approve. Copies of all such forms shall be on file at the office of the Secretary to the Water Authority.

## **ACCESS TO PREMISES**

- 2.38** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting, repairing meters, to turn service on or shut service off, and any inspection or service necessary as deemed by the Authority. Refusal to cooperate will be grounds for discontinuance of service, as provided in paragraph 2.31 (f).

### **3.00 APPLICATIONS**

- 3.01** All applications for the use of water or for other services and facilities shall be made in writing on forms furnished by the Authority, and the applicant shall furnish such maps, plans and surveys and further information with respect to the premises and the service requested as may be required by the Authority. An application for service shall be accepted only from the owner or authorized agent of each premise or part thereof where the service of water is to be metered and billed.
- 3.02** The receipt of an application shall not obligate the Authority to render, perform or provide the service requested until the applicant shall have complied with the Rules and Regulations herein provided and shall have paid the applicable charges herein prescribed for the service requested.
- 3.03** On acceptance by the Authority, the application shall constitute a contract between the Authority and the applicant, obligating the applicant to pay the Authority's established rates and charges and to comply with its Rules and Regulations. Acceptance of water service and/or payment of a rendered billing constitutes a completed application in the absence of a completed application form.
- 3.04** A separate application shall be made for each premise or part thereof where the service of water is to be metered and billed to a customer. When applicable, an account origination fee as specified in paragraph 14.01 will be assessed for each application.
- 3.05** No agreement will be entered into by the Authority with any applicant for water or other service and facilities until all amounts due from the applicant which are in arrears shall have been paid.
- 3.06** Whenever a person, Public Corporation or Special Improvement District shall make application to the State of New York Department of Environmental Conservation, Office of Environmental Analysis for its approval to take a water supply or an additional water supply from the Authority or from a Public Corporation or Special Improvement District which is then supplied by the Authority, the applicant shall file with the Authority on or before making such application to the said Department of Environmental Conservation, Office of Environmental Analysis a true copy of its petition, maps, plans, engineering reports, exhibits and other papers filed in support of its application.
- 3.07** Whenever the owner or operator of a trailer park, condominium, patio home or open development applies for the service of water to the said facility, there shall be furnished to the Authority a map or plan thereof showing its location, the estimated number of units to be accommodated and the arrangement of roads, driveways and lanes affording access to and within the limits of the said facility. The use of water delivered to the applicant shall be confined to the service of water to the units and/or service building located within the said facility and shall not be used to furnish water to any other structure or premises.

## **4.00 INSTALLATION OF WATER SERVICE CONNECTIONS**

- 4.01** On and after the effective date hereof, whenever application is made for the service of water (except the type of service provided in the paragraphs hereof numbered 2.23 to 2.26 inclusive), the applicant will be required to pay the connection charge prescribed in paragraph 14.14 for every installation of a water service connection required for the service of water to a premise or any part thereof. Payment of the connection charge will not be required for service to lots whose water service connections are not installed by the Authority.
- 4.02** A water service connection, including a curb box and curb stop shall be required for each premises where the total quantity of water delivered and furnished thereto is to be billed and metered to a single customer. If, however, the quantities of water furnished to a premises are to be separately and individually metered and billed by the Authority to the several occupants thereof, then a separate water service connection, including a curb box and curb stop shall be installed for the delivery of water to each part of such premises.
- 4.03** Upon acceptance of a proper application from an owner of any premises and upon payment of the applicable charge for the size of a service to be installed as prescribed in paragraph 14.14, the Authority will furnish, place, construct, operate, maintain and when necessary, replace, at its own cost and expense, the water service connection to the Authority's main. Easements and Certificates of Title issued by a title company licensed by the State of New York acceptable to the Authority shall be furnished at the applicant's expense when necessary for all water service installations. All water service connections and appurtenances thereto installed by the Authority shall remain the property of the Authority.
- 4.04** At its own expense, the applicant shall install, maintain and when necessary, replace the service pipe beyond the curb stop together with a valve to be located just inside the building wall, permitting the control of water supply by the customer. For this installation and maintenance thereof, the customer shall ensure that all work shall be performed in a manner satisfactory to the Authority. The minimum size, the materials, depth of cover and method of construction shall be in conformance with Authority standards. If any defects in workmanship or materials are found or if the customer's service pipe has not been installed in accordance with such specifications or in conformity with the Authority's requirements, water service will either not be turned on or will be discontinued until such defects are remedied.
- 4.05** All service pipes shall be installed throughout its length as nearly as possible at right angles to the structure to which service is to be rendered.
- 4.06** All service pipes shall have a minimum cover of five (5) feet. All service pipes shall not be less than three fourths (3/4") inch inside diameter and shall be of Type K, soft tempered copper tubing or for service four (4") inches in diameter or larger, ductile iron pipe and



suitable for service under a pressure of at least two hundred (200) pounds per square inch. The Authority reserves the right in all cases to stipulate the size and type of service connections to be used.

- 4.07** In those cases where a customer-owned service pipe 1" in diameter or less, is frozen, the thawing may be done by the Authority at the expense of the customer. To avoid a recurrence, the Authority may order an examination of the customer's service pipe, and if the same is not in conformance with Authority standards, the Authority reserves the right to require it to be so relocated before service is resumed.
- 4.08** No water service connection will be installed by the Authority until the service pipes and service connection from the premises to the street, including backflow prevention devices, if required, have been installed in a manner satisfactory to the Authority. However, the Authority may install a water service connection to a premises provided that the location of the water service connection has been satisfactorily identified to the Water Authority, full payment for the proposed water service connection made, in the opinion of the Water Authority, a request for water service is anticipated at an early date, and the main from which the water service connection is to be installed has been accepted by resolution of the Authority.

## **5.00 D E P O S I T S**

### **DEPOSITS TO SECURE THE PAYMENT OF BILLS AND CHARGES**

- 5.01** Any customer whose account has become delinquent for a period of ten (10) days may be required to make a deposit with the Authority in the amount hereinafter prescribed as security for the payment of water bills.
- 5.02** Any customer whose service of water has been discontinued by the Authority for non-payment of a bill or charge for water or any other service or facility rendered by the Authority may be required, subject to departmental guidelines, to make a deposit with the Authority in the amount hereinafter set forth and in addition thereto, to pay all bills and charges in arrears together with a charge for restoration of service.
- 5.03** As security for payment of bills, the Authority may require of any applicant a deposit in the amount hereinafter described, payable at the time of application for service.
- 5.04** The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size. When service is discontinued and final bills paid, or when the customer has established satisfactory credit in the judgment of the Authority, the deposit will be refunded without interest to the customer.

### **DEPOSITS FOR TEMPORARY SERVICE OF WATER AND THE SETTING OF A METER**

- 5.05** A payment, as security for the return of the meter and backflow preventer, in the amount described in paragraph 14.05(B) will be collected for the temporary service of water and the setting of a meter therefore, such as, but not limited to, construction jobs, fairs, circuses, military installations, emergency inter-system connections, and for the service of water to the premises or property upon which no permanent structure is or has been erected.

The amount of the deposit hereinabove provided for will be refunded by the Authority without interest when the meter and backflow preventer is returned and provided that the same is found to be in proper condition for re-use after inspection and test. Any cost of repairs found to be necessary will be deducted from the deposit made at the time the meter and backflow preventer was originally issued or set. In addition, an administrative fee in the amount described in paragraph 14.06 will be charged by the Authority to cover administrative and other costs of this program. The deposit requirement set forth in this paragraph is waived for municipalities that receive service under a Direct Service or Lease Management agreement with the Authority.

## **6.00 INSTALLATION OF METERS**

- 6.01** The Authority reserves the right to stipulate the size, type and make of meter to be used to record the consumption of water by any customer.
- 6.02** An individual meter shall be required for each separate service connection to a premises or for each premises or part thereof where the consumption of water is to be billed to a customer.
- 6.03** The customer shall provide a suitable location for the installation of the meter subject to the approval of the Authority so as to protect the meter and to measure the entire supply of water through the connection.
- 6.04** The Authority will furnish, install, and maintain meters and meter couplings, but the customer shall install on his premises the necessary piping, fittings, valves, and pipe couplings to receive the meter. The Authority recommends the installation of suitable equipment properly located and installed to prevent backflow which may cause damage to the meter or other damage to the plumbing or the Authority's system.
- 6.05** All meters and meter couplings shall, at all times, remain the sole property of the Authority. All meters will be maintained by and at the expense of the Authority insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to freezing, hot water or other external causes. In the case of a damaged or lost meter, the Authority will repair or replace the meter and the cost will be paid by the customer as specified in paragraph 14.07.
- 6.06** When a meter is located in the building being served, the meter shall be located on an exterior wall closest to the point where the water service enters the building. Where a meter cannot be set in the building to be served or where the distance from the property line to the front wall of the building is more than one hundred and fifty (150) feet, the Authority reserves the right to require that the meter or meters be set at or near the property line of the premises to be served. Meters shall be installed in a meter vault, meter pit, backflow preventer enclosure or other suitable location.
- 6.07** It shall be the obligation of the customer to inspect, maintain and, when necessary, repair the facilities required to house the meter. If the customer fails to maintain the housing, the Authority may undertake repairs or replacement of same and shall be fully reimbursed by the customer for all actual costs incurred. The Authority shall not be liable for damages to any premises caused by flooding in connection with the testing, removal or failure of any meter.
- 6.08** Where more than one meter is required to record the total consumption of water by a customer, additional meters for such purposes will be furnished by the Authority but shall be set on the customer's premises in such manner and at such location as the Authority may prescribe.

- 6.09** The Authority reserves the right to remove any meters at any time and to substitute another meter in its place. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer and after advance payment of fees as specified in paragraphs 14.02 and 14.09. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.
- 6.10** If the customer makes arrangements to have a meter set, serviced, read or replaced and fails to keep the appointment thus necessitating another installation trip, a service charge as specified in paragraph 14.02 may be made.
- 6.11** If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge as specified in paragraph 14.10.
- 6.12** Customers who request a different size meter after the initial installation has been made will be required to pay a service charge based on the larger of the new or existing meter as specified in paragraph 14.08.
- 6.13 SHARED METERS**
1. No new shared meters shall be installed.
  2. Current customers with an existing shared meter shall continue to be responsible for the payment of all water charges.



## **7.00 PRIVATE FIRE PROTECTION**

- 7.01** Upon written application for Private Fire Protection service made by an owner or occupant of any property abutting on a street, the Authority will install the water service connection between the main and the curb stop at the expense of the applicant.
- 7.02** If a hydrant is installed on a Private Fire Protection service line, such hydrant shall be located on the owner or occupant's property and installed by him at his expense, however, the Authority reserves the right to approve the type of hydrant and the manner of installation before service is provided.
- 7.03** Private Fire Protection shall be provided only by contract between the Authority and the applicant therefore, which shall contain the following conditions:
- A. The connection is to be used for fire protection only and is to have no connection whatsoever with any taps that may be used for other than fire purposes, and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York and meeting the requirements of the Environmental Protection Agency.
  - B. The applicant specifically agrees not to draw any water whatsoever through said connection for any purposes except the extinguishing of fires or a periodic test of the fire protection system.
  - C. The applicant agrees to notify the Authority at the time of all tests so that if desired, the Authority may have a representative present. Such notification, however, need not be formal or written, but may be given by telephone to the principal office and place of business of the Authority.
  - D. Any authorized representative of the Authority shall have free access to the premises of the applicant at any reasonable time for the purpose of inspecting the said connections, pipes and appurtenances connected thereto.
  - E. Violations by the applicant of either Condition A or Condition B of this Agreement shall terminate the agreement and the Authority may disconnect the pipe, shut off the supply of water or require the installation of a backflow prevention device.
  - F. The applicant shall agree to pay for services rendered under this contract at the rates and charges and under the terms set forth in Service Classification No. 2 of the Authority's Rules for the Sale of Water and the Collection of Rents and Charges. If, at any time, the applicant elects to change the terms of this contract with respect to size of connection or number of fire protective devices, this contract shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.

**7.04** The Authority will install a private fire service connection upon receiving, in advance, from the applicant the water service connection fee set forth in paragraph 14.14.

**7.05** The following procedure shall apply for all applications for private fire protection or large service with hydrants.

- A. A plan (3 prints) showing the proposed service location and size shall be submitted to the Authority. The plan shall be signed and sealed by a licensed professional engineer or registered architect.
- B. All applications and plans submitted shall be accompanied by a statement by the architect and/or engineer as to the volume of water required at the site and is as recommended by the fire rating organization for optimum rating.
- C. In lieu of a licensed engineer or architect, plans may be submitted by a qualified representative of a fire rating organization or underwriter.
- D. Soon after receipt of application, the applicant will have an underwriter representative take a flow test in the vicinity of the applicant's premises or furnish the Authority a satisfactory certified copy of a recent flow test taken at a nearby location.
- E. A full report of the flow test will be made; a copy sent to the applicant and a copy filed in the Authority's files.
- F. The applicant must execute a contract with the Authority. The contract shall contain, inter alia, the following:

"The Authority reserves the right, at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers."
- G. The applicant covenants to the Authority that there are and will be no cross-connections between the Private Fire Protection System and the potable water system supplied by the Authority to the premises.
- H. The applicant shall install a backflow prevention device when required by the Authority in accordance with the Authority's Cross Connection Control Program policy.

## **8.00 PUBLIC FIRE PROTECTION**

- 8.01** When determined by the Authority to be economically feasible and upon receipt of a duly certified resolution adopted by a public body properly qualified and authorized by law to contract and pay for Public Fire Protection Service, the Authority will furnish, place and install, at its cost and expense, the hydrant and hydrant connections at the locations requested, provided that there exists, at such point or points, an existing Authority main appropriate to the service requested.
- 8.02** No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system or periodic drills by legally constituted fire companies unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present. Permits for hydrant use may be granted on an individual basis as specified in paragraph 2.24.
- 8.03** Proper fire officials shall notify the Authority within twenty-four (24) hours after the use of an Authority hydrant for Public Fire Protection in order that the Authority may inspect the hydrant and determine whether it has been returned to its proper operating condition. Similar reports shall be made of any unauthorized hydrant use observed by public officials.
- 8.04** Changes in the location of an existing hydrant will be made, except where otherwise required by law, at the expense of the person, firm or corporation requesting such change in location, provided that any public body previously designating the location of the hydrant shall have consented thereto in writing.
- 8.05** In instances where the Authority discovers that a hydrant has been installed without the knowledge or prior approval of the Authority, a "back billing" for service to the hydrant will be rendered as specified in paragraph 13.03 from the date of installation of the hydrant.
- 8.06** On an annual basis, the Authority will provide to the public body responsible for payment of hydrant service charges an inventory of all hydrants for which that body is being billed. This inventory will be considered correct in all respects unless a dispute is registered with the Authority within 60 days of the date of mailing.

## **9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS**

- 9.01** All bills are payable in accordance with the terms of the applicable service classification. The owner of a property is responsible for the payment of all bills. All bills will be rendered in the name of the property owner and sent directly to the property owner regardless of whether the owner occupies the premises where service is being provided. If a new service is installed or a change in occupancy occurs at any time during the billing period, the minimum charge and the amount of water allowed thereunder will be prorated according to the number of days remaining to complete the billing period after the service has been made available.
- 9.02** Customers will be billed annually, quarterly, or monthly, in advance or in arrears, at the option of the Authority.
- 9.03** The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Authority, except as hereinafter provided:
- A. In cases where it is found that the meter has failed to register, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, except where it can be shown that there has been a change of occupancy of the premises or in the use of water in which case an adjustment shall be made.
  - B. In cases where it is found that a reading cannot be obtained, an estimated bill may be rendered to the customer. The quantity may be determined by the average registration of the meter in a corresponding past period, except where it can be shown that there has been a change of occupancy of the premises or in the use of water. In such cases, when a reading is obtained, the bill will be adjusted to reflect the actual consumption with full credit for minimum charges for the periods involved.
  - C. In cases where a reading is obtained prior to the assigned billing date for the account, a calculated bill may be rendered to the customer based on the reading obtained.
  - D. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer. The fee for testing such meter will be as specified in paragraph 14.09. In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.
- 9.04** The customer shall notify the Authority in advance of any change in ownership or occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is



given as required herein as in paragraph 2.33 hereof. When transfers of ownership arise from the sale or foreclosure of a property, the new owner will be responsible for the payment of all charges accumulated prior to the date of sale.

- 9.05** If a customer requests that a final meter reading be made at a time other than the normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, a service charge as specified in paragraph 14.02 will be assessed. If a customer makes arrangements to have a final reading made during the normal service hours specified above and fails to keep the appointment thus necessitating an additional trip, a service charge as specified in paragraph 14.02 will be assessed.
- 9.06** All bills are to be payable when rendered. In case any water bill or charges, except those billed under Service Classification No. 1C and 3, provided for in and by these rules shall not be paid within fifteen (15) days following the rendering of the bill, the Authority or its agents may discontinue water service to the customer and service will not be re-established until such unpaid charges, together with the charge for restoration of service as elsewhere provided herein are fully paid, and the deposit as specified in paragraph 14.05 has been paid. Bills and charges provided for in and by these rules billed under Service Classification No. 1C shall be paid within thirty (30) days following the rendering of the bill. Bills and charges provided for in and by these rules billed Service Classification No. 3 shall be paid within forty-five (45) days following the rendering of the bill.
- 9.07** Where the interior piping in any existing premises cannot be changed without undue or excessive cost to the customer or where more accurate registration would be obtained by two or more meters, the installation and use of more than one meter may be permitted by the Authority. In such case, the consumption through all meters will be combined to compute the total bill, but in no event will the total bill be less than the combined minimum charge for all said meters. In all other cases, meters will be billed individually.
- 9.08** Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.
- A. In case of dispute as to payment of a bill, the customer will be required to present the receipted bill, canceled check or other evidence of payment.
- B. The Authority will, upon request of the customer or for other reasons, make an inspection of the premises on account of apparently excessive bills. Inspections are limited to premises served by meters 1" and smaller and further limited to meters that serve no more than three units. After the Authority has made a complete inspection, no additional inspection will be made for a period of one (1) year. However, the Authority may order an inspection at any time if conditions warrant.
- 9.09** The customer is solely responsible for the water delivered beyond the Authority's meter, and the Authority is not responsible for maintenance and repair of the pipe and fixtures beyond the curb stop. In order to encourage prompt repair of leaking pipes or fixtures, the Authority may, under certain conditions, grant allowances for apparently excessive bills resulting from

leaking beyond the meter. Granting of an allowance shall be in the sole discretion of the Authority. All risks of loss beyond the point of delivery shall be borne by the customer, except as provided herein.

- A. Allowance may be granted only when a claim has been received as provided in 9.08 above, and evidence clearly shows the apparently excessive bill is due to leaking of pipes or fixtures and not wasteful use and then only when repairs have been promptly made and reported to the Authority. The allowance, if granted, will be for not more than two billing periods including that in which the claim was made.
  - B. An allowance shall not exceed one-half of the excess delivery due to leakage over the normal usage for the period.
  - C. No allowance shall apply to customers taking water for resale.
  - D. The Authority shall be the sole judge in determining the amount of excess resulting from the leakage.
  - E. No more than one leak allowance will be granted for the same service for leakage occurring within any 36-month period, regardless of ownership or management.
- 9.10** A delinquent service charge as specified in paragraph 14.03 shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.
- 9.11** A courtesy delinquent charge reversal may be given annually if the customer has a good payment history, requests the reversal and is not merely refusing to pay the delinquent charge.
- 9.12** Any check, draft, electronic fund transfer, credit card payment or other form of payment offered as consideration for the payment of any charge or fee specified within these Rules and Regulations which is subsequently returned for insufficient funds or otherwise not honored for payment will be subject to an additional fee as specified in paragraph 14.04.
- 9.13** If three or more checks, drafts, or electronic fund transfers are returned to the Authority for nonpayment within a one-year period, the Authority reserves the right to prohibit such payments for the subsequent one-year period during which payment must be made by cash, money order, or credit card.
- 9.14** At the Authority's sole discretion, Authority personnel may make payment arrangements with customers at terms and conditions agreeable to the Authority. Such payment arrangements may set forth the terms and conditions including the method of payment and the applicability of late charges.

## **10.00 EXTENSIONS OF MAINS**

- 10.01** All extensions of or from the Authority-owned mains will be made at the expense of the applicant from the nearest existing main appropriate to the service requested pursuant to the following contract or agreement to be provided by the Authority:

### **MAIN EXTENSION AGREEMENT (BUILDER- CONTRACTOR-DEVELOPER) MAIN EXTENSION CONTRACT (OWNER-OCCUPANT) SPECIAL AGREEMENT**

shall contain such terms, conditions, and provisions which necessary to effectuate the Rules and Regulations prescribed herein. The terms of every Main Extension Contract shall be for a period of ten (10) years after the date of its execution by the Authority.

### **AVAILABILITY OF MAIN EXTENSION CONTRACTS**

- 10.02** Main extensions pursuant to a Main Extension Agreement (Builder-Contractor-Developer), will be made by the Builder-Contractor-Developer in accordance with the provisions contained herein. Main Extensions pursuant to a Main Extension Contract (Owner-Occupant) will be made by the Authority in accordance with the provisions contained herein, upon written application of an owner, other than a developer, contractor or builder, or occupant of a premises fronting on or numbered on a street wherein there is no Authority owned main appropriate to the service requested, or where the existing main does not extend across the full frontage of the premises to be served. Main Extensions pursuant to Special Agreements may be made by the Authority as contracted with an applicant for service at a cost which will make the service economically feasible.

### **GENERAL PROVISIONS**

- 10.03** All applicants for main extension shall execute and deliver, without cost to the Authority, a Certificate of Title issued by a title company licensed by the State of New York and permanent easements or rights-of-way when necessary for the installation, operation and maintenance of water service connections, main extensions or subsequent additions thereto.
- 10.04** The Authority shall not be obliged to extend any main until satisfactory certificate of title, issued by a title company licensed by the State of New York, easements or rights-of-way have been obtained or the applicant shall have agreed to pay such costs as may be incurred if at their request the Authority obtains the same from persons who are not applicants for service.
- 10.05** In lieu of such permanent easements, the Authority will accept certifications, in writing, from the proper officials of municipal corporations that a deed to such street has been recorded and that the street has been dedicated and accepted by the municipality.

- 10.06** Every main extension shall be of such length as to provide access to each premises to be served and for footage of main across the entire frontage thereof.
- 10.07** The Authority reserves the right to determine and specify the diameter and type of pipe required to provide the service requested and, subject to the requirements of public authorities, its location within or without the limits of a street. The minimum size main shall be eight (8) inches unless the Authority determines that a smaller size main will provide the necessary service.
- 10.08** The Authority further reserves the right to install or have installed a main larger in diameter than required to render the service requested in which case the Authority will install or have installed the main and charge the cost of the main required for the service requested to the applicant.
- 10.09** Title to all main extensions shall be vested in the Authority and the Authority shall have the right to further extend any main installed pursuant to the terms of a Main Extension Contract (Owner-Occupant); Main Extension Agreement (Builder-Contractor-Developer) or Special Agreement in or to other streets or premises without repayment or refund to any applicant other than those provided for herein.
- 10.10** On and after ten (10) years from the date of each Main Extension Contract, all rights to receive the refunds and repayments provided for in the paragraph hereof numbered 10.30 shall cease and be at an end and any amounts not then repaid shall belong to and be retained by the Authority. The aggregate amount to be repaid and refunded by the Authority shall not exceed the total amount advanced by the applicant for the installation of the main extension. The right to receive refunds and repayments provided for herein shall be personal to the applicant and shall be unassignable either as collateral security or otherwise.

#### **MAIN EXTENSION AGREEMENT (BUILDER-CONTRACTOR-DEVELOPER)**

- 10.11** Before the Authority will enter into a Main Extension Agreement, the applicant (Builder-Contractor-Developer) must submit two (2) prints of subdivision drawings showing the proposed water main installation to the Authority's Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval.
- 10.12** After Authority approval has been received, final approval of the subdivision drawings must be obtained from the town or appropriate governing body. Two reproducibles of the approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducibles of the signed drawings will be returned to the applicant (Builder-Contractor-Developer) upon execution of the Main Extension Agreement.

- 10.13** Prior to beginning installation of the water mains and appurtenances, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Name of contractor who will be installing water mains and appurtenances;
  - B. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
  - C. Name of engineer who will do the full-time inspection;
  - D. Five (5) days advance written notice of the starting date of construction.
- 10.14** The installation of water mains and appurtenances shall be in strict accordance with Authority specifications, copies of which will be provided. All taps to existing mains and all tie-in connections to ends of existing mains will be made by the applicant (Builder-Contractor-Developer) at his expense under the direction and full-time inspection of a representative of the Authority.
- 10.15** After the installation is completed, the applicant (Builder-Contractor-Developer) shall contact the Authority's Engineering Department to arrange for inspection of the work. A representative of the applicant (Builder-Contractor-Developer) and the applicant's (Builder-Contractor-Developer) engineer shall be present during the inspection. After the inspection, the applicant's (Builder-Contractor-Developer) engineer shall conduct the required leakage and pressure tests and the disinfection of the water mains and appurtenances. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure test and the disinfection of the water mains and appurtenances. Upon completion of these tests, the mains shall be shut off and not placed into service until approved by the Authority, all legal and administrative requirements have been satisfied and the work has been accepted by resolution of the Authority, then the Authority will turn on the new mains and service can begin.
- 10.16** If the main should fail the pressure or leakage test, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.
- 10.17** The applicant (Builder-Contractor-Developer) shall arrange for bacteriological testing. The testing laboratory shall submit test results directly to the Authority.
- 10.18** Within four (4) weeks of the date the Erie County Health Department certificate of acceptance is received, and prior to the date water service is begun, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:
- A. Maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twenty-four (24) months following completion of the installation of water



mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. During this period, the applicant (Builder-Contractor-Developer) agrees to maintain and repair the watermains and appurtenances accepted by the resolution of the Authority. If the applicant defaults on its obligation, the Authority may seek to recover the cost for maintenance and repair from the carrier of the maintenance bond.

- B. Payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. The applicant (Builder-Contractor-Developer) will provide the payment bond to ensure all labor and materials supplied for the construction and installation of the watermains and appurtenances have been fully paid and that the Authority accepts such watermains and appurtenances without liens and other encumbrances.
- C. Statement, signed and sealed by the applicant's (Builder-Contractor-Developer) engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the applicant's (Builder-Contractor-Developer) engineer provided full time resident inspection of the work.
- D. One (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. This drawing shall be marked "Record Drawing" and bear the seal and license number of the applicant's (Builder-Contractor-Developer) engineer licensed to practice in the State of New York. The applicant's (Builder-Contractor-Developer) engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawing.
- E. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to the bill of sale on the form provided by the Authority.

**10.19** The Authority will review and verify the actual construction cost of the main and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and all other appurtenances required to be completed before the work is accepted by resolution of the Authority.

**10.20** Water service connections will be installed by the Authority.

- 10.21** Meter installations will be in accordance with the provisions of Section 6.00 herein.
- 10.22** Before the Authority will install water service connections from a main, the main and appurtenances must be accepted by a resolution of the Authority and payment for all water service connections must be made to the Authority.
- 10.23** If the Authority requires that a main greater than eight (8") inches in diameter be installed for the Authority's convenience in a subdivision, the Authority will install the main. The applicant (Builder-Contractor-Developer) will be required to pay the Authority the cost of an eight (8") inch main for that section of main which provides service for the applicant's (Builder-Contractor-Developer) subdivision. If the applicant (Builder-Contractor-Developer) requires a main larger than an eight (8") inch for service to the subdivision, he shall pay the Authority the estimated cost of the main required for the subdivision. The Authority must receive the payment set forth above before the Authority will provide service to the houses in the subdivision.
- 10.24** Vacant lots in new subdivisions which are to receive water service from an existing main appropriate to the service requested will not be included in the Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. These services will be installed by the Authority in accordance with the provisions of Section 4.00 herein.

### **MAIN EXTENSION CONTRACT (OWNER-OCCUPANT)**

- 10.25** Applicants (Owner-Occupant) for Main Extension Contracts shall be required to advance the entire estimated cost of the extension. If the entire actual cost of the extension exceeds the estimated cost thereof, the applicant (Owner-Occupant) will be required to pay to the Authority the amount of such excess upon receipt of a statement in writing of the amount thereof.
- 10.26** The Authority will extend its main pursuant to a Main Extension Contract (Owner-Occupant) upon receipt in advance from the applicant or applicants (Owner-Occupant) of an amount equivalent to the entire estimated cost of the main extension, excepting such portions of the cost thereof as the Authority shall, in said contract, assume and agree to pay as provided in paragraph 10.28 hereof. The applicant (Owner-Occupant) may be a group of owners and/or occupants.
- 10.27** In the event the applicant (Owner-Occupant) requests a field survey be made to determine the estimated cost of the extension, the Authority will cause such survey to be made upon payment in advance from the applicant (Owner-Occupant) the sum of the estimated cost of the work, which is not refundable.

**10.28** Applicants (Owner-Occupant) for main extensions pursuant to a Main Extension Contract will not be required to advance the estimated unit cost per foot for the following portions of main extensions, and such costs will be assumed and paid for by the Authority:

- A. The Authority will assume and pay the cost of that portion of the main extension which is installed within the limits of an intersecting street.
- B. The Authority may assume and pay for that portion of the cost of the main extension which is required to be installed across the remaining footage of a premises other than applicant, then served with water from the main agreed to be extended, but not to exceed the distance of one hundred (100) feet.
- C. If the main is required to be extended along a flanking corner premises, then served from another Authority owned main, the Authority will assume and pay for that portion of the main extension which is equivalent to twice the front footage of the premises so served, but not to exceed a distance of one hundred (100) feet.

**10.29** The estimated actual costs to be borne by the applicant or applicants (Owner-Occupant) shall be advanced to the Authority at the time of execution of the Main Extension Contract. If after the completion of a main extension pursuant to a Main Extension Contract and the ascertainment of the entire actual cost thereof, the actual cost is less than the estimated actual cost of the extension advanced by the applicant or applicants (Owner-Occupant), the Authority will repay to the applicant or applicants (Owner-Occupant) the difference between said amounts. The entire actual cost of each main extension shall be arrived at by accumulating all of the costs and expenses incurred in the installation of the main and appurtenances, which sum shall be divided by the total footage of main installed. The actual unit cost per foot arrived at as aforesaid shall be applied to the total footage of main for which the applicant was required to advance the estimated actual cost.

**10.30** The Authority will refund, without interest, to the applicant or applicants who have advanced the cost of a main extension pursuant to a Main Extension Contract (Owner-Occupant), portions of the amounts by them deposited whenever water service is subsequently furnished to a premises which is connected to the footage of the extended main covered by said deposit. The amount of such refund or refunds will be a sum equivalent to the actual unit cost per foot of the extended main which is required for each premises for which the applicant or applicants have not previously received refund. Such refund or refunds will be made by the Authority after the completion of the main extension and the ascertainment of the entire actual cost thereof.

**10.31** The Authority may install a main greater than 8-inches in diameter at the Authority's discretion. In this case, the applicant or applicants (Owner-Occupant) will be required to pay the estimated cost of an 8-inch main. The additional cost due to the larger main will be borne by the Authority.

## **SPECIAL AGREEMENTS**

- 10.32** Main Extension by Special Agreements may be made by the Authority when service to the applicant can be installed at a cost which will make the service economically feasible. The terms of the Special Agreement shall be as contracted by the Authority and the applicant.

### **EXTENSION OF MAINS IN LEASE MANAGED AREAS**

- 10.33** The extension of mains in lease-managed areas will be done in accordance with the standard procedures of the Special Improvement Districts in which they are to be installed. All work shall be in accordance with the Authority's specifications, copies of which will be provided upon request.
- 10.34** All water service connections shall be installed by the Authority and paid for by the applicant pursuant to paragraph 14.14.
- 10.35** Prior to the start of construction, the governing body of the lease-managed district shall submit two (2) prints of the proposed work to the Authority for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Authority. No construction shall start without a plan approved by the Authority.
- 10.36** Upon completion of the construction, the governing body shall submit to the Authority one (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains, services and appurtenances with at least three readily identifiable ties to all fittings, valves and appurtenances. This drawing shall be marked "Record Drawing" and bear the seal and license number of an engineer licensed to practice in the State of New York. The engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawings.

## **11.00 PROHIBITIONS**

**11.01** In addition to the acts specified herein, the following are hereby prohibited:

No person shall injure any equipment or building belonging to the Authority's water system; tamper with meters; divert water from mains; use water without permission or cut or tap into any water pipe or main.

**11.02** No person, except as specifically authorized by the Authority, shall take water from any public fire hydrant for any use whatsoever other than for fire purposes. The use of public fire hydrants for washing streets, flushing sewers or other uses will be done through a backflow-protected meter assembly issued to the customer by the Erie County Water Authority Meter Shop. This unit will be used for all water used. Water, as registered on the meter, will be billed to the customer at the meter rates set forth in said rate schedule under Service Classification No. 3-A.

**11.03** The curb stop may not be used by the customer for turning on or shutting off the water supply but is for the exclusive use of the Authority.

**11.04** Except as provided below in paragraph 11.05, only a Town, Village or legally constituted Water District will be permitted to submeter and resell water supplied by the Authority.

**11.05** Submetering for the purpose of cost distribution of the Authority's bill beyond the Authority's metering point shall be permitted under the following conditions:

1. The total amount collected for water from those who are submetered shall not exceed the amount of the Authority's bill. Any additional charges imposed must be identified as such.
2. Except in the case of legally constituted condominiums, patio homes, open developments or trailer parks, the submetering is done by the Owner and those submetered are the tenants.
3. In legally constituted condominiums, patio homes, open developments or trailer parks, the homeowner's association, condominium association or other legally formed entity shall be permitted to submeter to the owners.
4. Meters used for submetering will not be supplied, maintained or read by the Authority.



## 13.00 CLASSIFICATION RATES AND CHARGES

### SERVICE CLASSIFICATION NO. 1

**13.01** The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

#### APPLICABLE TO USE OF SERVICES FOR:

General Metered Purposes including sales to Domestic, Commercial, Industrial, Irrigation, Public Authorities, Water Districts and other Municipal Customers.

#### CHARACTER OF SERVICE:

Continuous and supplemental supplies

#### A. SMALL METER CUSTOMERS - Installed Meter Sizes 5/8", 3/4" and 1"

##### COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$4.26 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$4.26 per 1000 gallons

SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
5/8 inch	9,000	\$ 38.34	\$25.44	\$ 63.78
3/4 inch	9,000	38.34	25.44	63.78
1 inch	9,000	38.34	25.44	63.78

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
5/8 inch	3,000	\$ 12.78	\$8.48	\$ 21.26
3/4 inch	3,000	12.78	8.48	21.26
1 inch	3,000	12.78	8.48	21.26

Note: Monthly minimum allowance is 1/3 the quarterly allowance.

**TERMS OF PAYMENT:**

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

**B. LARGE METER CUSTOMERS - Installed Meter Sizes 1 1/4" AND GREATER****COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$3.83 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$3.83 per 1000 gallons

SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
1-1/4 inch	27,000	\$ 103.41	\$ 99.63	\$ 203.04
1-1/2 inch	39,000	149.37	99.63	249.00
2 inch	63,000	241.29	159.39	400.68
3 inch	120,000	459.60	298.86	758.46
4 inch	198,000	758.34	498.06	1,256.40
6 inch	390,000	1,493.70	996.12	2,489.82
8 inch	630,000	2,412.90	1,593.75	4,006.65
10 inch	900,000	3,447.00	2,291.07	5,738.07
12 inch	1,230,000	4,710.90	4,283.22	8,994.12
20 inch	2,820,000	10,800.60	18,433.80	29,234.40
24 inch	3,840,000	14,707.20	37,226.31	51,933.51

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
1-1/4 inch	9,000	\$ 34.47	\$ 33.21	\$ 67.68
1-1/2 inch	13,000	49.79	33.21	83.00
2 inch	21,000	80.43	53.13	133.56
3 inch	40,000	153.20	99.62	252.82
4 inch	66,000	252.78	166.02	418.80
6 inch	130,000	497.90	332.04	829.94
8 inch	210,000	804.30	531.25	1,335.55
10 inch	300,000	1,149.00	763.69	1,912.69
12 inch	410,000	1,570.30	1,427.74	2,998.04
20 inch	940,000	3,600.20	6,144.60	9,744.80
24 inch	1,280,000	4,902.40	12,408.77	17,311.17

Note: Monthly minimum allowance is 1/3 the quarterly allowance.

**TERMS OF PAYMENT:**

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

**C. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS  
PER SECTION 2, PARAGRAPHS 2.02B, 2.05-2.15**

**COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly: (To Nearest Thousand Gallons)

\$ 3.34 per 1000 gallons

Meters read and billed monthly: (To Nearest Thousand Gallons)

\$ 3.34 per 1000 gallons

SIZE OF METER	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE
1-1/4 inch	27,000	\$ 90.18	\$ 99.63	\$ 189.81
1-1/2 inch	39,000	130.26	99.63	229.89
2 inch	63,000	210.42	159.39	369.81
3 inch	120,000	400.80	298.86	699.66
4 inch	198,000	661.32	498.06	1,159.38
6 inch	390,000	1,302.60	996.12	2,298.72
8 inch	630,000	2,104.20	1,593.75	3,697.95
10 inch	900,000	3,006.00	2,291.07	5,297.07
12 inch	1,230,000	4,108.20	4,283.22	8,391.42
20 inch	2,820,000	9,418.80	18,433.80	27,852.60
24 inch	3,840,000	12,825.60	37,226.31	50,051.91

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
1-1/4 inch	9,000	\$ 30.06	\$ 33.21	\$ 63.27
1-1/2 inch	13,000	43.42	33.21	76.63
2 inch	21,000	70.14	53.13	123.27
3 inch	40,000	133.60	99.62	233.22
4 inch	66,000	220.44	166.02	386.46
6 inch	130,000	434.20	332.04	766.24
8 inch	210,000	701.40	531.25	1,232.65
10 inch	300,000	1,002.00	763.69	1,765.69
12 inch	410,000	1,369.40	1,427.74	2,797.14
20 inch	940,000	3,139.60	6,144.60	9,284.20
24 inch	1,280,000	4,275.20	12,408.77	16,683.97

Note: Monthly minimum allowance is 1/3 the quarterly allowance.

#### **TERMS OF PAYMENT:**

Payable thirty (30) days after date bill is rendered in accordance with Section 9.00 hereof.

## **SERVICE CLASSIFICATION NO. 2**

**13.02** The following classification of services rendered, and facilities furnished hereunder, and rates and charges therefore are hereby established.

### **APPLICABLE TO USE OF SERVICE FOR:**

Flat Rate Private Fire Protection - Entire Territory

### **CHARACTER OF SERVICE:**

Continuous

### **RATE:**

2 inch or less connection	\$ 108.00 per annum
3 inch connection	174.00 per annum
4 inch connection	216.00 per annum
6 inch connection	396.00 per annum
8 inch connection	648.00 per annum
10 inch connection	900.00 per annum
12 inch connection	1,200.00 per annum
16 inch connection	2,100.00 per annum

### **TERMS OF PAYMENT:**

Payable monthly in arrears.

Payable within fifteen (15) days after the date bill is rendered in accordance with Section 9.00 hereof.

### **TERMS:**

In accordance with paragraph 9.06 hereof. Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

### **SPECIAL PROVISIONS:**

None



## **SERVICE CLASSIFICATION NO. 3**

### **13.03 HYDRANTS**

#### **A. Direct Service Areas**

The following classification of services rendered, facilities furnished hereunder, and rates and charges therefore are hereby established:

#### **APPLICABLE TO USE OF SERVICE FOR:**

Public Fire Protection - entire territory except lease managed areas.

#### **CHARACTER OF SERVICE:**

Continuous

#### **RATE:**

Hydrant - \$229.08 per hydrant per annum

Fire service connections for volunteer fire department halls: \$54.00 per connection per annum

#### **TERMS OF PAYMENT:**

Payable within forty-five (45) days after the date bill is rendered in accordance with Section 9.00 hereof.

#### **TERMS:**

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

#### **SPECIAL PROVISIONS:**

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

#### **B. Lease Managed Areas**

The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established:

**APPLICABLE TO USE OF SERVICE FOR:**

Public Fire Protection in Water Districts whose facilities for the distribution of water are leased to and operated by the Authority pursuant to contract.

**CHARACTER OF SERVICE:**

Continuous

**RATE:**

A minimum charge of \$160.80 per hydrant per annum

Fire service connections for volunteer fire department halls: \$54.00 per connection per annum

**TERMS OF PAYMENT:**

Payable within forty-five (45) days after the date bill is rendered in accordance with Section 9.00 hereof.

**TERMS:**

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority.

**SPECIAL PROVISIONS:**

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

**C. Metered Hydrant Consumption**

The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established:

**APPLICABLE TO USE OF SERVICE FOR:**

Hydrant Meter and Backflow Device Metered Consumption

**CHARACTER OF SERVICE:**

Temporary and/or Seasonal

**RATE:**

\$4.26 per 1000 gallons. A minimum charge of \$213.00 per hydrant meter device per permit period

**BILLING:**

Customers will be billed annually, quarterly or monthly at the option of the Authority

**TERMS OF PAYMENT:**

Payable within fifteen (15) days after the date bill is rendered in accordance with Section 9.00 hereof

**TERMS:**

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents and Charges of the Erie County Water Authority

## **14.00 MISCELLANEOUS CHARGES**

### **14.01 ACCOUNT ORIGINATION FEE**

\$15.00

If a customer is required to complete an application for a new service due to a new Lease Management or Direct Service Agreement, no account origination fee will be charged.

### **14.02 APPOINTMENT FEES**

- A. Outside normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays: \$45.00
- B. Missed appointment fee: \$30.00

### **14.03 DELINQUENT CHARGE**

A delinquent service charge of ten (10%) percent shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

### **14.04 DEPOSITED ITEM RETURN FEE**

A fifteen (\$15.00) dollar charge will be assessed for any payment made which was subsequently not honored by a financial institution.

### **14.05 DEPOSITS**

- A. Customer Accounts – Service Classification No. 1

The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size.

- B. Miscellaneous Accounts

- 1. Temporary Services - \$1,000.00
- 2. Hydrant Meters - \$1,000.00 for each Meter & backflow device

#### **14.06 HYDRANT METER ADMINISTRATION FEE**

\$250.00 to cover the costs of the Authority installing and removing the meter and backflow device and checking the hydrant after use.

#### **14.07 METER REPAIR/REPLACEMENT CHARGE**

5/8" - 3/4" - \$210.00  
1" - \$275.00  
1-1/2" and greater - At Actual Cost  
Ancillary Equipment - At Actual Cost

#### **14.08 METER SIZE CHANGE FEES**

NEW METER SIZE	CHARGE
5/8" through 1" inclusive	\$ 48.00
1-1/2", 2"	\$ 90.00
3" or larger	\$325.00

#### **14.09 METER TESTING FEES**

\$125.00 – Meters smaller than 3"  
\$325.00 – Meters 3" and larger

#### **14.10 SERVICE CHARGES**

##### **A. Service Restoration**

- a. \$30.00 if the customer requests an appointment between 9:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Holidays.
- b. \$45.00 if the customer requests an appointment outside of the hours listed in (a) above.

If by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority, incident to the disconnection and reconnection of the service pipe.



B. Tile Sets and Meter Pits

1. If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge of fifty-five (\$55.00) dollars.

**14.11 SERVICE LINE THAWING, WELL DISCONNECTION INSPECTION**

At actual cost

**14.12 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS ANNUAL FEE**

\$40.00 per location

**14.13 UNAUTHORIZED HYDRANT USE FEE**

\$750.00 plus costs incurred

**14.14 WATER SERVICE CONNECTION FEES**

**APPLICABILITY:**

Except for those lots whose water service connections were not installed by the Authority, all water service connections for non-metered purposes or for general metered purposes under Service Classification No. 1:

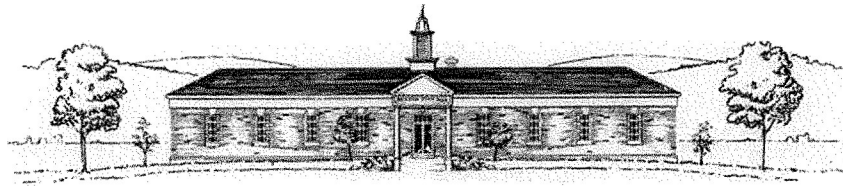
**RATE:**

SIZE OF CONNECTION	CONNECTION CHARGE
Equal to or less than 2 inches	\$3,000.00
Over 2 inches	AT ACTUAL COST

## **15.00 MISCELLANEOUS SURCHARGES**

### **15.01 ADDITIONAL SURCHARGE(S)**

Effective with water billing after December 31, 2002 and pursuant to the provisions contained in agreement(s) between the Erie County Water Authority and Cities, Towns, Villages and/or Water Districts, the Erie County Water Authority may include in the water billing for the customers of such Cities, Towns, Villages and/or Water Districts, a surcharge, the amount of which surcharge shall be determined by the City, Town, Village and/or Water District.



## CONSERVATION ADVISORY COUNCIL

Mitch Tucker  
Chairman

Sharon Stuart  
Caitlin Tucker  
Pamela Zylinski  
Councilmembers

Kelly Martin  
Town Board Liaison

Town Hall  
(716) 941-6113  
Fax (716) 941-6116

Town Supervisor  
(716) 941-6518  
Fax (716) 941-9264

Town Court  
(716) 941-6115  
Fax (716) 941-5169

Highway Department  
(716) 941-5869  
Fax (716) 941-3677

Nutrition Program  
(716) 941-5773

November 30<sup>th</sup>, 2022

To: Town Board Members

Dear Members of the Board,

The Conservation Advisory Council of the Town of Boston recommends that the Town Board approve the attached Resolution for the Town of Boston to join the Climate Smart Communities Program of the State of New York. The attached draft is an updated version that was first sent to you all on October 19<sup>th</sup>, 2022. Within that communication, I requested potential meetings or conversations with Board Members to discuss any and all concerns that The Board may have with the language. To this day, the Conservation Advisory Council has received no follow-up questions or concerns about the NYS Climate Smart Communities (CSC) Program, nor any specific comments about the draft resolution. Thus, it is our understanding that The Board has no reservations about language in the current draft.

As The Board considers this resolution, I would like to remind you all of a few key points:

- 1) Participation in the NYS CSC Program can provide the Town of Boston with:
  - a. **Direct funding** for some projects from NYS funds,
  - b. **Technical and clerical assistance** with meeting goals of not only the CSC Program, but goals of the CAC and the Town of Boston itself, saving Town staff time, energy, and money
  - c. **Competitive advantage** as we continue to apply for grants through various NYS programs,
- 2) Every part of participation in this CSC Program is **voluntary**, there is **no obligation** for The Town of Boston to complete any action items of the program, beyond two items that are already completed;

- 3) The Town Board will continue to have oversight of the program, having final authority over approval of action items that are recommended by the CAC;
- 4) The Town of Boston has already completed many actions through previous work, and thus participation in the CSC Program will allow the Town of Boston to be recognized by New York State for our prior accomplishments, including, but not limited to, the following resolutions:
  - a. 2019-22: Authorizing conversion of street lights to energy-efficient LED fixture;
  - b. 2020-42: Authorizing agreement with New York Municipal Energy Program (NYMEP);
  - c. 2021-12: LED Fixture upgrades for street lights;
  - d. 2021-27: Authorizing NYSEG energy saver program energy efficiency upgrades;
  - e. 2021-28: Establishing energy benchmarking requirements for certain municipal buildings;
  - f. 2021-29: Adopting standardized solar permit process;
  - g. 2022-44: NYMEP energy supply vendor change.

I look forward to having a discussion about the proposed resolution at our next board meeting, December 7<sup>th</sup>, 2022.

Thank you,

Dr. Mitch Tucker  
Chair  
Conservation Advisory Board  
Town of Boston  
8500 Boston State Road  
Boston, NY 14025

[cac@townofboston.com](mailto:cac@townofboston.com)  
[mitchatucker@gmail.com](mailto:mitchatucker@gmail.com)

## Town of Boston Supervisor

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**From:** Shawn Roes <sroes@wrightinsurance.com>  
**Sent:** Friday, November 18, 2022 9:36 AM  
**To:** Town of Boston Supervisor  
**Cc:** Glenn, Randy  
**Subject:** Town of Boston to Receive Safe Workplace Award

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged



### SAFE WORKPLACE AWARD

Good Morning Jason, I wanted to congratulate you and the Town of Boston as you will be receiving the Comp Alliance Safe Workplace Award which is a monetary award provided to the safest workplaces in New York State. I will be mailing your check in the amount of \$6,477 which you should receive soon.

As the Comp Alliance continues its history of predictable rates and financial stability, we are proud to be in a position to give back to the members. In the past four years, the Comp Alliance has distributed annual Loyalty Award checks and Safe Workplace Awards.

The Comp Alliance Board of Trustees will continue to evaluate the program's financial condition on an annual basis and determine eligibility for the program going forward.

Congratulations on achieving this award for your loss performance during the 2021 plan year. If you have any questions please don't hesitate to let me know.

### Shawn Roes

Assistant Vice President of Marketing

[www.compalliance.org](http://www.compalliance.org)

Phone: 315-506-5133



Wright Risk Management

A Division of Brown and Brown Insurance

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

Insurance coverage cannot be bound, amended or cancelled via voicemail, facsimile or e-mail message without confirmation from an authorized Wright Insurance Group representative.

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# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 8/1/2022 to 8/31/2022

Agency: Boston Emergency Squad

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Aug-2022	Total
EMS	EMS	46	46
EMS-AA	EMS Auto Accident	5	5
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		52	52

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 8/1/2022 to 8/31/2022

Agency: Boston Fire Department, North Boston Fire

Equipment Type(s): All Equipment Types

Code	Dispatch Call Type	Aug-2022	Total
EMS	EMS	52	52
EMS-AA	EMS Auto Accident	10	10
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	6	6
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		75	75

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 8/1/2022 to 8/31/2022

Agency: Boston Fire Department

Equipment Type(s): All Equipment Types

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

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 8/1/2022 to 8/31/2022

Agency: North Boston Fire Department

Equipment Type(s): All Equipment Types

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

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 8/1/2022 to 8/31/2022

Agency: Patchin Fire Department

Equipment Type(s): All Equipment Types

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

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2022 to 09/30/2022

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Sep-2022	Total
EMS	EMS	57	57
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		61	61



# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2022 to 09/30/2022

Agency: Boston Fire Department, North Boston Fire

Code	Dispatch Call Type	Sep-2022	Total
EMS	EMS	63	63
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	8	8
PRELIM	Preliminary Assignment	3	3
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		79	79

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2022 to 09/30/2022

Agency: Boston Fire Department

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

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2022 to 09/30/2022

Agency: North Boston Fire Department

Code	Dispatch Call Type	Sep-2022	Total
EMS	EMS	6	6
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		10	10

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2022 to 09/30/2022

Agency: Patchin Fire Department

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

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2022 to 10/31/2022

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Oct-2022	Total
EMS	EMS	45	45
EMS-AA	EMS Auto Accident	4	4
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		52	52

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2022 to 10/31/2022

Agency: Boston Fire Department, North Boston Fire

Code	Dispatch Call Type	Oct-2022	Total
EMS	EMS	47	47
EMS-AA	EMS Auto Accident	9	9
FULL	Full Assignment	11	11
PRELIM	Preliminary Assignment	7	7
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	4	4
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		80	80



# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2022 to 10/31/2022

Agency: Boston Fire Department

Code	Dispatch Call Type	Oct-2022	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		9	9

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2022 to 10/31/2022

Agency: North Boston Fire Department

Code	Dispatch Call Type	Oct-2022	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	6	6
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		12	12

# Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2022 to 10/31/2022

Agency: Patchin Fire Department

Code	Dispatch Call Type	Oct-2022	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	0	0
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	3	3
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		7	7

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**2021****Open to Public Inspection**

<b>A</b> For the 2021 calendar year, or tax year beginning , 2021, and ending , 20																																		
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>C</b> Name of organization <b>BOSTON FIRE COMPANY, INC.</b></td> <td rowspan="4"><b>D</b> Employer identification number</td> </tr> <tr> <td colspan="2">Doing business as</td> </tr> <tr> <td>Number and street (or P.O. box if mail is not delivered to street address)</td> <td>Room/suite</td> </tr> <tr> <td>PO BOX 357</td> <td></td> </tr> <tr> <td colspan="2">City or town, state or province, country, and ZIP or foreign postal code</td> <td><b>E</b> Telephone number</td> </tr> <tr> <td colspan="2">BOSTON, NY 14025-0357</td> <td>(716) 941-6200</td> </tr> <tr> <td colspan="2"><b>F</b> Name and address of principal officer</td> <td><b>G</b> Gross receipts \$ 279,559.</td> </tr> <tr> <td colspan="2">MARTIN SCHWANZ, BOSTON, NY 14025</td> <td> <b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No          If "No," attach a list. See instructions.       </td> </tr> <tr> <td colspan="3"> <b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527       </td> </tr> <tr> <td colspan="3"><b>J</b> Website: ▶ WWW.BFCNY.COM</td> </tr> <tr> <td colspan="3"> <b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶       </td> </tr> <tr> <td colspan="2"><b>L</b> Year of formation: 1924</td> <td><b>M</b> State of legal domicile: NY</td> </tr> </table>	<b>C</b> Name of organization <b>BOSTON FIRE COMPANY, INC.</b>		<b>D</b> Employer identification number	Doing business as		Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	PO BOX 357		City or town, state or province, country, and ZIP or foreign postal code		<b>E</b> Telephone number	BOSTON, NY 14025-0357		(716) 941-6200	<b>F</b> Name and address of principal officer		<b>G</b> Gross receipts \$ 279,559.	MARTIN SCHWANZ, BOSTON, NY 14025		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.	<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			<b>J</b> Website: ▶ WWW.BFCNY.COM			<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			<b>L</b> Year of formation: 1924		<b>M</b> State of legal domicile: NY
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**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>TO PROVIDE MEDICAL AND FIRE PROTECTION SERVICES</u> <u>THE MISSION OF THE ORGANIZATION IS TO MINIMIZE THE LOSS OF LIFE AND</u> <u>PROPERTY RESULTING FROM FIRES, VEHICLE ACCIDENTS, MEDICAL EMERGENCIES.</u>		
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	9
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	9
	<b>5</b>	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	<b>5</b>	0
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	50
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	0.
<b>b</b>	Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	0.	
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b>	Program service revenue (Part VIII, line 2g)	1,645.	2,198.
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	214,309.	218,445.
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,112.	478.
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	30,465.	41,229.
<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	248,531.	262,350.
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)		
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)		
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	234,266.	265,123.	
<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	234,266.	265,123.	
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	14,265.	-2,773.	
<b>Net Assets or Fund Balances</b>	<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b>	Total liabilities (Part X, line 26)	1,757,933.	1,744,404.
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	135,296.	124,540.
			1,622,637.	1,619,864.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	<b>Signature of officer</b>	11/15/2022	Date	
	MARTIN SCHWANZ, TREASURER			
	Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	JULIE L JAGODA-BOOTH, CPA		11/15/2022	PTIN
	Firm's name ▶ JOHNSON, MACKOWIAK & ASSOC, LLP	Firm's EIN ▶		
	Firm's address ▶ 70 E MAIN ST, FREDONIA, NY 14063	Phone no. (716) 672-4770		

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

## Appendix D – General Recordkeeping Requirements for Town Clerks

Adequate accounting records and effective procedures should be in place to account for and report town clerk financial activities properly. Some basic and essential recordkeeping and reporting procedures include the following:

1. Maintain a cashbook, which chronologically identifies all receipts and disbursements.
2. Make all disbursements by check, except as otherwise authorized by law, such as authorized petty cash disbursements.
3. Maintain official bank accounts in designated depositories.
4. Deposit all moneys received to official bank account no later than the third business day after \$250 has been collected (Town Law Section 30 [1-a]).
5. Perform a monthly reconciliation of cash with amount in the bank and related liabilities.
6. Prepare monthly reports and remit collections to the supervisor and agencies on a timely basis:
  - To the Town Supervisor – for fees and other moneys collected belonging to the town no later than the fifteenth day of each month following receipt (Town Law Section 27[1]).
  - To the New York State Department of Health – for marriage license fees on or before the fifteenth day of each month (Domestic Relations Law Section 15[3]).
  - To the New York State Department of Agriculture and Markets – Dog Licensing Unit and County Treasurer – for dog license fees on or before the fifth day of each month (Agriculture and Markets Law Section 111[1]).
  - To the New York State Department of Environmental Conservation (DEC) – for conservation (hunting/fishing) license fees as applicable via the DEC's automated system (Environmental Conservation Law Section 11-0713; 6 NYCRR Section 177.4).

The town clerk of certain towns may also serve as the tax-collecting officer (see Town Law Section 36). As collecting officer, the town clerk generally would be responsible for collecting both town real property taxes and county real property taxes that are levied within the town. A portion of the taxes collected (the amount levied by the town) is remitted to the town supervisor, and any residual amount is paid to the county treasurer (see Town Law Section 35). Because of some unique or additional legal requirements pertaining to tax collecting officers, a separate audit checklist has been developed for this portion of the clerk's functions.





## Appendix D – General Recordkeeping Requirements for Town Clerks continued


### Checklist for Review of Town Clerk's Records





<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal maintained in a manner that identifies the date received, payer, purpose, and the amount either individually or totals referenced to subsidiary receipt records (e.g., water rents receipts register)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are un-deposited cash receipts safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits made timely (no later than the third business day after \$250 has been collected) and recorded up-to-date?  <i>Last Recorded Deposit: Date _____ Amount _____</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal totaled and summarized monthly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>




<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Is the cash disbursements journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash disbursements journal maintained in a manner to identify amounts disbursed either individually or totals referenced to abstracts or payrolls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered checks used for all disbursements made by check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the town clerk?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all unused checks properly controlled (blank check stock)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are checks recorded up-to-date?  <i>Last Recorded Check: # _____ Date _____ Amount _____</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Appendix D – General Recordkeeping Requirements for Town Clerks continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>																								
Are bank accounts reconciled? <i>By Whom?</i> <u>Sandy Quinlan</u> <i>How Often?</i> <u>monthly</u> <i>Who Reviews/Verifies Them?</i> <u>Margaret Derk or Constance Berwaldt</u>		<input type="checkbox"/>																								
Is the bank reconciliation performed timely after the bank statement is received?		<input type="checkbox"/>																								
<table border="1"> <thead> <tr> <th colspan="3"><u>Last Bank Reconciliation for Each Bank Account</u></th></tr> <tr> <th><u>Bank Account</u></th><th><u>Date Performed</u></th><th><u>Month Ending</u></th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	<u>Last Bank Reconciliation for Each Bank Account</u>			<u>Bank Account</u>	<u>Date Performed</u>	<u>Month Ending</u>																				
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<u>Bank Account</u>	<u>Date Performed</u>	<u>Month Ending</u>																								
Are reconciliations documented and available for review?		<input type="checkbox"/>																								
Does the reconciled bank balance agree with the cash balance recorded in the accounting records?		<input type="checkbox"/>																								

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

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Is accountability (what the town clerk owes) determined at the end of each month?		<input type="checkbox"/>
Does the accountability amount agree with the bank reconciliation and supporting records?		<input type="checkbox"/>
Are unissued licenses and permits (e.g., dog licenses) safeguarded?		<input type="checkbox"/>
Are revenues from town clerk fees comparable with those of previous years?		<input type="checkbox"/>

<u>Financial Reporting</u>	<u>YES</u>	<u>NO</u>
Are monthly reports and payments made timely to the supervisor?		<input type="checkbox"/>
Are monthly reports and payments made timely to other agencies?		<input type="checkbox"/>
Do reported amounts on monthly reports agree with cash receipts and disbursements books?		<input type="checkbox"/>



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## Appendix D – General Recordkeeping Requirements for Town Clerks continued

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<u>Receivables</u> <i>(if applicable, such as water rents)</i>	<u>YES</u>	<u>NO</u>
Are receivable control accounts maintained?	<input type="checkbox"/>	<input type="checkbox"/>
Is there indication that the receivable control accounts are reconciled to the detail subsidiary records?	<input type="checkbox"/>	<input type="checkbox"/>

N/A  
N/A

### Comments and Conclusions

Drescher & Malecki LLP has performed the checklist for review of the Town of Boston Town Clerk

Department on behalf of the Town Board for year ended December 31, 2021. /DM 4/6/22

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## Appendix E – General Recordkeeping Requirements for Tax Collecting Officers

In order to accomplish their responsibilities and properly account for tax collections, collectors and receivers of taxes and assessments should, and in some cases must, comply with the following:

1. Maintain tax warrants, tax rolls, tax bills (statement of taxes due), and other documents relating to tax accounts.
2. Maintain a cashbook, which chronologically identifies all receipts and disbursements.
3. Maintain official bank accounts in designated depositories.
4. Issue acceptable receipt forms to acknowledge all moneys collected (tax bill and tax receipts are generally one document).
5. Deposit all moneys received in a timely manner.  
**For Towns Only:** Deposit to the appropriate bank account(s) within 24 hours of collection.
6. Make all disbursements by check except for authorized petty cash payments.
7. **For Towns Only:** Generally, remit tax collections to the supervisor at least once a week until payment in full of all moneys payable to him/her pursuant to the warrant have been made.
8. **For Towns Only:** After payment to the supervisor in full of all moneys payable to him/her pursuant to the warrant, remit additional tax collections, if any, to the county treasurer by the 15th day of the month following collection.
9. Prepare a list of unpaid taxes at expiration of the warrant, and complete settlement with the county treasurer, if applicable.

(See, generally, Town Law Section 35, pertaining to the powers and duties of collectors, and Town Law Section 37, pertaining to the powers and duties of receivers of taxes and assessments.)

### An Important Initial Step in the Audit Process for Tax Collectors and Receivers

Following the tax collection period, the tax collector or receiver is required to account for or settle up real property taxes that the collector or receiver was responsible for collecting. The accounting is made to the county treasurer, and is considered an important and integral part of any audit and/or oversight process.

Before the town board audits the records of the tax collector or receiver, a copy of the settlement sheet should be obtained and reviewed. If necessary, inquiry should be made with the county treasurer to find out if there were any known problems or concerns with the collector's or receiver's records or accounting at the time of settlement.

*Note:* An audit of the tax collector or receiver could be done any time after settlement with the county treasurer. Once the collector or receiver has settled with the county, there should be no further activity and the bank account balance should be zero (unless the bank, at the time of opening the account, required a minimum amount to be held in the account).

## Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

### Checklist for Review of Tax Collecting Officer's Records

<u>Settlement</u>	<u>YES</u>	<u>NO</u>
Is a copy of the collector's or receiver's settlement sheet available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have all settlement issues/concerns been adequately resolved?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Bank Accounts</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account: Date Performed _____ Month Ending _____</i>		
<b>Note:</b> Tax collector's bank account balance should be <b>\$0.00</b> at the <u>beginning</u> of the <u>collection</u> period		

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal maintained in a manner sufficient to identify the date received, payer, tax account number, tax amount, interest amount and other appropriate information?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits identified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are bank deposits timely or (for towns) within 24 hours of collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>




<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Are pre-numbered checks used for all disbursements other than petty cash?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the tax collector or receiver?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>






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

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## Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

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<u>Financial Reporting</u>	<u>YES</u>	<u>NO</u>
Are payments made at least weekly to the supervisor?		<input type="checkbox"/>
Are receipt forms issued by the supervisor to acknowledge collection?		<input type="checkbox"/>
Are payments made timely to the county treasurer?		<input type="checkbox"/>

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Are penalties assessed/collected on late payments?		<input type="checkbox"/>
Is the total amount of penalties collected on overdue real property taxes comparable with that collected in previous year(s)? Do the amounts look reasonable?		<input type="checkbox"/>
Is the tax collector or receiver treating his/her own tax bills properly, e.g., penalties, if required?		<input type="checkbox"/>
Are interest earnings remitted to the supervisor and/or the county as appropriate? (Check county resolution for guidance.)		<input type="checkbox"/>
Are there significant safeguards for the protection of assets and cash, such as a safe or locked file cabinet, offices with locks on the door, regular deposits of cash, etc.?		<input type="checkbox"/>

### Comments and Conclusions

Drescher & Malecki LLP has performed the checklist for review of the Town of Boston Tax Collecting Department on behalf of the Town Board for year ended December 31, 2021. DM 4/6/2022

**TOWN OF BOSTON,  
NEW YORK**

*Statement of Changes in Cash Balances and  
Statements of Cash Receipts and Cash Disbursements of the  
Town Clerk for the  
Year Ended December 31, 2021*

**TOWN OF BOSTON, NEW YORK**  
**Town Clerk**  
**Table of Contents**  
**Year Ended December 31, 2021**

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Statement of Cash Receipts and Cash Disbursements— Non-Taxes and Town Clerk Fees .....	2
Statement of Cash Receipts and Cash Disbursements— Taxes and Assessments .....	3

**TOWN OF BOSTON, NEW YORK**  
**Town Clerk**  
**Statement of Changes in Cash Balances**  
**Year Ended December 31, 2021**

---

	<u>Non-Taxes and Fees</u>	<u>Taxes and Assessments</u>
Cash balances, January 1, 2021	\$ 4,374	\$ 100
Add: Cash receipts	58,126	7,142,298
Deduct: Cash disbursements	<u>58,922</u>	<u>7,142,298</u>
Cash balances, December 31, 2021	<u>\$ 3,578</u>	<u>\$ 100</u>



**TOWN OF BOSTON, NEW YORK**  
**Town Clerk**  
**Statement of Cash Receipts and Cash Disbursements—Non-Taxes and Town Clerk Fees**  
**Year Ended December 31, 2021**

	<b>Type of Funds</b>			
	<b>Petty Cash</b>	<b>State Fees</b>	<b>Town Fees</b>	<b>Total</b>
Cash balance, January 1, 2021	\$ 200	\$ 135	\$ 4,039	\$ 4,374
<b>CASH RECEIPTS</b>				
Photocopies	-	-	28	28
Death certificates	-	-	2,320	2,320
Marriage certificates	-	-	150	150
Marriage licenses	-	383	297	680
Decals	-	15,835	742	16,577
Faxes	-	-	57	57
Disposition of dog	-	-	75	75
Use of facility fees	-	-	750	750
Variance	-	-	1,800	1,800
Games of chance licenses	-	15	10	25
Games of chance proceeds	-	-	285	285
Refuse license	-	-	300	300
Building permits	-	-	25,007	25,007
Certificate of occupancy	-	-	325	325
Special permit	-	-	25	25
Sign permits	-	-	200	200
Mobile home park license	-	-	2,055	2,055
Miscellaneous revenue	-	-	75	75
Refuse and garbage	-	-	1,487	1,487
Dog licenses	-	821	5,084	5,905
Total cash receipts	-	17,054	41,072	58,126
<b>CASH DISBURSEMENTS</b>				
State fees	-	14,488		14,488
Town fees	-	-	44,434	44,434
Total cash disbursements	-	14,488	44,434	58,922
Cash balance, December 31, 2021	\$ 200	\$ 2,701	\$ 677	\$ 3,578

**TOWN OF BOSTON, NEW YORK**  
**Town Clerk**  
**Statement of Cash Receipts and Cash Disbursements—Taxes and Assessments**  
**Year Ended December 31, 2021**

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Cash balance, January 1, 2021		\$	100
Cash receipts:			
County and town taxes:			
Town taxes	\$	3,067,908	
County taxes		4,061,921	
Penalties and interest		<u>12,285</u>	7,142,114
Interest from bank accounts			<u>184</u>
Total cash receipts			<u>7,142,298</u>
Cash disbursements:			
Remittances to Erie County Commissioner of Finance:			
County taxes and assessments			4,061,921
Remittances to Town of Boston Supervisor:			
Town taxes and assessments		3,067,908	
Penalties, fees and interest		12,285	
Interest earnings on deposits		<u>184</u>	3,080,377
Total cash disbursements			<u>7,142,298</u>
Cash balance, December 31, 2021		\$	<u>100</u>

## **NOTICE OF PUBLIC HEARING**

A public hearing shall be held by the Town Board of the Town of Boston on **January 4, 2023**, at **7:30 p.m.**, at Boston Town Hall, 8500 Boston State Road, Boston, New York, to hear any and all persons either for or against 2022 Local Law Intro. No. 3, entitled: “A LOCAL LAW Updating the Town of Boston’s standards and procedures for administration and enforcement of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code.” This Local Law makes changes to the Town’s Code Enforcement program required by recent changes in governing State law and regulations.

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

**TOWN OF BOSTON – RESOLUTION NO. 2022-86**

**AUTHORIZING AGREEMENT WITH  
BOYS’ AND GIRLS’ CLUB OF ORCHARD PARK, INC.**

**WHEREAS**, the Town of Boston desires to improve the services provided to the youth of the Town without the expense and liability of continuing its own recreation program; and

**WHEREAS**, the Boys’ and Girls’ Club of Orchard Park, Inc. (the “Club”), has offered to provide programming, management, resource development and financial oversight services to improve the recreation programs and services provided for Town of Boston youth; and

**WHEREAS**, the proposed management agreement between the Town and the Club provides that the Club will provide services to Boston youth in exchange for Town support in the amount of \$75,000 for 2023 and \$75,000 for 2024 and the use of the Town’s existing recreation building; and

**WHEREAS**, the proposed management agreement contains additional mutually desirable terms and covenants; and

**WHEREAS**, the Town Board believes that entering into a management agreement with the Club is in the best interests of the Town of Boston;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to execute the management agreement with the Boys’ and Girls’ Club of Orchard Park, Inc., with the services provided thereby to replace those services previously provided through the Town’s recreation budget.

On December 7, 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**

## **MANAGEMENT AGREEMENT**

**THIS AGREEMENT** (the “Agreement”), dated as of the \_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”) is hereby entered into by and between the BOYS’ AND GIRLS’ CLUB OF ORCHARD PARK, INC., a New York Not-for-Profit Corporation having an office located at 25 South Lincoln Avenue, Orchard Park, New York 14127 (“Orchard Park”) and the Town of Boston a Municipality located at 8500 Boston State Rd, Boston, NY 14025 (“Boston”).

**WHEREAS**, Orchard Park operates a clubhouse in the Village of Orchard Park area offering Youth Development services for local youth; and

**WHEREAS**, Boston operates a Recreation Center in the Town of Boston area offering Recreational services for local youth; and

**WHEREAS**, Boston wishes to engage Orchard Park to provide professional management, programming, resource development, and financial oversight services (the “Services”) during the Term in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, Boston has authorized Orchard Park to provide the requested Services in accord with the terms outlined in this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Orchard Park and Boston hereby agree as follows:

1. **Governing Law:**

a) This Agreement shall be subject to and governed by the laws of the State of New York.

2. **Services:** **Orchard Park**

During the Term, Orchard Park shall, provide the following Services to Boston:

a) run the day-to-day business of operating the Boston clubhouse including, but not limited to, programming, staff supervision; training and assignment of duties; correspondence; employment of staff; employee discipline; and,

b) raising of funds to operate the Boston clubhouse including, but not limited to, grant proposal preparation; meeting with funding sources; designing funding strategies and approaches; assisting with tracking income and expenses; developing and implementing a resource development plan; and,

- c) provide financial oversight, including, but not limited to, banking authorization; payroll; and other financial accounting matters; and,
- d) assist with Unit Committee development including, but not limited to, preparing a written Unit Committee plan; assisting in the recruitment and training of Unit Committee members; fundraising; and,
- e) updating and implementation of corporate governance policies and procedures including, but not limited to, Boston comply with any applicable requirements of the New York Non-Profit Revitalization Act of 2013, as amended; and,
- f) during the term of this Agreement, the Orchard Park Executive Director shall meet regularly with the Unit Director & Unit Committee of Boston, and, at mutually agreed times and places, shall present reports to that Unit Committee regarding the operation of the Boston clubhouse, as well as the continuing feasibility of the management oversight provided for herein.

**Boston:** Boston Unit will help develop a Boston Unit Committee which will assist Orchard Park Executive Director in oversight & fundraising of Boston Unit.

3. **Independent Contractor Status:**

- a) Nothing in this Agreement shall be deemed or construed to create a relationship between Orchard Park and Boston other than that of independent contractor. It is understood that Orchard Park is not an employee, agent, partner, joint venturer or representative of Boston, and shall not hold itself out to the public as an employee, agent, partner, joint venturer or representative of Boston. Likewise, Boston shall not hold itself out to the public as an employee, agent, partner, joint venturer or representative of Orchard Park;
- b) Any funding made to Orchard Park by Boston shall be reported on IRS Forms 990 MISC, consistent with the federal and state rules and procedures applicable to the reporting of compensation paid to independent contractors; and,
- c) Boston shall not be responsible for Worker's Compensation, Unemployment Insurance Benefits, Social Security, or Health Insurance coverage for Orchard Park or any department, unit or agency of Orchard Park. Orchard Park agrees that it is solely responsible for all sums due to any taxing authority, including but not limited to Social Security, FICA and

other payroll taxes, if applicable, arising out of the payments from Boston to Orchard Park under this Agreement.

4. **Funding & Building:**

a) It is understood that Boston shall provide funding/payment to Orchard Park, in the sum of \$75,000 for 2023 and \$75,000 for 2024 for Services rendered pursuant to this Agreement. The first year of the two year agreement will be effective January 1, 2023 through December 31, 2023. The second year of the agreement will be effective January 1, 2024 through December 31, 2024. Payments for Boys & Girls Club services will be made payable in mutually agreed upon installments.

b) It is understood that Boston shall provide Orchard Park sole use of Town of Boston Rec Building in order to facilitate Orchard Park's performance of the Services, except that Town officials and employees shall be permitted access to all areas of the building as may be required in order to evaluate the condition of the building and/or Orchard Park's performance under this Agreement.

c) Orchard Park agrees to reimburse Boston for utility service to the Rec Building, to maintain the building in good condition and to make any required interior repairs, and to provide janitorial services for the Rec Building.

d) Boston agrees to maintain the building exterior and roof as well as the grounds surrounding the Rec Building, and to perform such renovations or improvements to the Rec Building as the parties may mutually agree upon.

5. **Decision Making:**

a) Orchard Park Board of Directors is the Governing Body

b) Boston Unit Committee under the guidance of the Executive Director and Boston Program Staff will have oversight on day to day operations. The Boston Unit Committee, to make changes, changes shall be made subject to the mutual consent of the Boston Unit Committee and the Orchard Park Board of Directors at the recommendation of the Executive Director. Should the Boston Unit Committee and Orchard Park Board of Directors disagree on a decision the Orchard Park Board will make final decision.



c) The Orchard Park Executive Director will have authority to act immediately to terminate an employee committing an act that would traditionally be grounds “for cause” termination (i.e. mistreatment of a child, embezzlement of funds, showing up intoxicated to work, engaging in gross insubordination).

6. **Term:**

a) The Term of this Agreement shall be from the Effective Date through December 31, 2024 . It shall automatically renew for additional terms of one-calendar-year (January 1 to December 31) unless notice is given of non-renewal no later than 60 days prior to the commencement of a new term pursuant to Paragraph 7 (seven) hereof.

7. **Termination:**

a) Either party may give notice of non-renewal no later than 60 days prior to the commencement of a new term, with written notice to be sent via certified mail, return receipt requested, to the party’s address as indicated on the first page of this agreement.

b) This Agreement may be terminated by Boston for convenience on 60-days’ notice provided via certified mail, return receipt requested, to the party’s address as indicated on the first page of this agreement. In the event of termination for convenience, Boston shall pay to Orchard Park the funding/payment required under Paragraph 4 through the end of the month in which the notice of cancellation is effective and then shall have no further obligations to Orchard Park under this Agreement.

8. **Indemnification and Liability Limitation:**

a) Except to the extent any injury or damage to persons or property is caused by or results from the negligence or willful act of Boston, its members, directors, officers, employees or agents, Orchard Park will indemnify and hold harmless Boston and its members, employees, officers, directors and agents against any and all liabilities, losses, damages, injuries, fines, penalties, expenses (including without limitation attorneys’ fees and disbursements) costs of action, claims, demands, assessments and similar charges incurred in connection with or arising from: (i) the negligence or willful act of Orchard Park or any of its employees or representatives; (ii) any breach by Orchard Park of any of the terms or representations contained in this Agreement; or (3) the Services provided pursuant to this Agreement and,

c) Neither party shall be liable to the other party except as expressly provided in this Agreement. Notwithstanding any provision herein to the contrary, neither party shall be liable for consequential, indirect, special, incidental, punitive or other exemplary losses or damages, including but not limited to lost or prospective profits or revenues, whether based in contract indemnity, negligence, strict liability, tort or otherwise, regardless of the foreseeability or cause thereof.

9. **Insurance:**

a) Orchard Park shall maintain the following insurance throughout the term of this agreement and shall name Boston as an additional insured on a primary, non-contributory basis:

(i) Maintain comprehensive, General Liability and Sexual Misconduct insurance from a highly rated carrier, each with a minimum policy limit of \$1,000,000 per occurrence and \$3,000,000 aggregate, with naming Boston as an additional insured, on a primary and non-contributory basis, for work or activities performed under this Agreement, together with an umbrella policy of \$7,000,000 over these coverages;

(ii) Worker's compensation, employer's liability and disability benefits as required by statute in New York;

(iii) A waiver of subrogation is required on all lines of insurance listed above; and,

(iv) A Certificate of Insurance evidencing the insurance required herein will be delivered by Orchard Park to Boston within thirty (30) days of the Effective Date of this Agreement, and from time to time thereafter at the request of Boston upon the expiration of the term of each policy.

b) Boston shall maintain the following insurance throughout the term of this agreement:

(i) Insure the Building Property and the Contents of Building and naming Orchard Park as an additional insured, on a primary and non-contributory basis, under this Agreement

10. **Assignment:**

a) Orchard Park shall not subcontract, assign or delegate its obligations under this Agreement without the prior written consent of Boston.

Final for 2023

11. **Modification:**

a) No modification, amendments, changes or waiver(s) of any term of this Agreement shall be valid unless it is in writing and signed by both parties herein.

12. **Cooperation:**

a) During the Term, Boston shall cooperate with Orchard Park's request for any and all information about Boston in connection with its review of the feasibility of this Agreement.

13. **Venue:**

a) The proper Venue for litigation is in the Courts of applicable Jurisdiction in Erie County and the Supreme Court of the State of New York, in and for the County of Erie.

14. **Counterparts:**

a) This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_.

**TOWN OF BOSTON**

**BOYS AND GIRLS CLUB OF  
ORCHARD PARK, INC.**

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

By: \_\_\_\_\_  
**Adam Wittmeyer, Executive  
Director**

By: \_\_\_\_\_  
**Mike Cartechine, Town Councilman/Rec Liaison**

By: \_\_\_\_\_  
**Jeff Petrus, Orchard Park Board  
President**

**TOWN OF BOSTON – RESOLUTION NO. 2022 - 87**

**AUTHORIZING DISPOSAL OF SURPLUS EQUIPMENT**

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

- (1) Vacuum, Fuller Brush Company Model No. FBTM-PW, Serial No. 10D0005018
- (1) Dynex TV, Model No. DX-LCD42HD-09, Serial No. 1485LC42HV40HO1399
- (1) Zenith TV, Model No. SY2049X, Serial No. 621-25190220
- (1) TV Cart
- (1) Miko Air Purifier; and

**WHEREAS**, the Town Hall Laborer recommends that this property be scrapped based on condition;

**NOW THEREFORE BE IT**

**RESOLVED**, that 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, data destruction policy, and in the manner that will best benefit the town while also not compromising any safeguarded data.

On December 7, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

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**Sandra L. Quinlan, Town Clerk**

## TOWN OF BOSTON

### DISPOSAL FORM

This form is to be used by each department, disposing a fixed asset, originally valued at \$300 or more. Upon completion, please forward to the Supervisor's office.

Department Facilities

Description of Asset: (include make/model, serial #)

Vardume - fuller brush company - FBTM-PW SS#  
10D 000 5018

Original Purchase date (estimate if unknown) ~~1999~~ 2011

Original Cost (estimate if unknown) 150.00

Means of Disposal: Check box

☐ Sold / Auctioned to \_\_\_\_\_ Amount \$ \_\_\_\_\_

☒ Scrapped / Recycled \_\_\_\_\_ Amount \$ \_\_\_\_\_

☐ Transferred to Department \_\_\_\_\_

Department Head Approval Shawn C. V. 152

Date Disposed \_\_\_\_\_

Supervisor Approval \_\_\_\_\_

Accounting Use Only:

☐ Fixed Asset Updated Date 11-14-22

## TOWN OF BOSTON

### DISPOSAL FORM

This form is to be used by each department, disposing a fixed asset, originally valued at \$300 or more. Upon completion, please forward to the Supervisor's office.

Department Facilities

on the wall

Description of Asset: (include make/model, serial #)

TV Dynex DX-LCD 42HD-09 1485LC42HV40H01399

Original Purchase date (estimate if unknown) 2008

Original Cost (estimate if unknown) 499.99

Means of Disposal: Check box

☐ Sold / Auctioned to \_\_\_\_\_ Amount \$ \_\_\_\_\_

☒ Scrapped / Recycled \_\_\_\_\_ Amount \$ \_\_\_\_\_

☐ Transferred to Department \_\_\_\_\_

Department Head Approval Shan CV 152

Date Disposed \_\_\_\_\_

Supervisor Approval \_\_\_\_\_

Accounting Use Only:

☐ Fixed Asset Updated

Date 11-19-22

## TOWN OF BOSTON

### DISPOSAL FORM

This form is to be used by each department, disposing a fixed asset, originally valued at \$300 or more. Upon completion, please forward to the Supervisor's office.

Department Facilities

Description of Asset: (include make/model, serial #)

TV - Zenith Sy2049X / 621-25190220

On the cart

Original Purchase date (estimate if unknown) 1996

Original Cost (estimate if unknown) 200.00

Means of Disposal: Check box

☐ Sold / Auctioned to \_\_\_\_\_ Amount \$ \_\_\_\_\_

☒ Scrapped / Recycled \_\_\_\_\_ Amount \$ \_\_\_\_\_

☐ Transferred to Department \_\_\_\_\_

Department Head Approval Shan CV 152

Date Disposed \_\_\_\_\_

Supervisor Approval \_\_\_\_\_

Accounting Use Only:

☐ Fixed Asset Updated Date 11-19-22



## TOWN OF BOSTON

### DISPOSAL FORM

This form is to be used by each department, disposing a fixed asset, originally valued at \$300 or more. Upon completion, please forward to the Supervisor's office.

Department Facilities

Description of Asset: (include make/model, serial #)

TV ~~cart~~ cart

Original Purchase date (estimate if unknown) 1996

Original Cost (estimate if unknown) 300.00

Means of Disposal: Check box

☐ Sold / Auctioned to \_\_\_\_\_ Amount \$ \_\_\_\_\_

☒ Scrapped / Recycled \_\_\_\_\_ Amount \$ \_\_\_\_\_

☐ Transferred to Department \_\_\_\_\_

Department Head Approval *[Signature]* 152

Date Disposed \_\_\_\_\_

Supervisor Approval \_\_\_\_\_

Accounting Use Only:

☐ Fixed Asset Updated Date 11-17-22

**TOWN OF BOSTON – RESOLUTION NO. 2022 -88**

**APPROVING JUSTICE COURT AUDIT**

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

**WHEREAS**, Town Justices Kelly A. Vacco and Debra K. Bender duly have presented their records and docket to the Town Board, and Dresher and Malecki LLP performed an audit of those records on April 6, 2022; and

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

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

**NOW THEREFORE BE IT**

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

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

On December 7, 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**

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

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

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

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

Each justice is required to:

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

Each court is required to:

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

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

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

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## **Appendix F –**

### **General Recordkeeping Requirements for Town and Village Justice Courts continued**

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

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







## Appendix F –

### General Recordkeeping Requirements for Town and Village Justice Courts continued

#### Checklist for Review of Justice Court Records


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


  



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






## Appendix F –



### General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?		<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account: Date Performed _____ Month Ending _____</i>		

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

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

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

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

## Appendix F –

### General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Reports to Division of Criminal Justice Services</u>	<u>YES</u>	<u>NO</u>
Are reports made timely to the Division of Criminal Justice Services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding late reporting?  <i>If yes, why were reports late and what corrective actions were taken?</i> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Reports to Justice Court Fund</u>	<u>YES</u>	<u>NO</u>
Are monthly reports made timely to the Justice Court Fund?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with cash receipt and disbursement books?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with docket dispositions and case files?  <i>Last Report Submitted:</i> <i>Month Ending _____ Date _____ Amount _____</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding late reporting?  <i>If yes, why were reports late and what corrective actions were taken?</i> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Reporting to Department of Motor Vehicles - TSLE&amp;D Program</u>	<u>YES</u>	<u>NO</u>
Is information reported timely to TSLE&D?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are reports from TSLE&D to the court maintained and utilized?  <i>Last TSLE&amp;D Report Available: _____ Date _____</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding pending cases?  <i>If yes, why were the cases pending and what corrective actions were taken, if any?</i> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the court received any notices regarding late monthly reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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## Appendix F –

### General Recordkeeping Requirements for Town and Village Justice Courts continued

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

Pursuant to Uniform Justice Court Act § 2019-a, Drescher & Malecki LLP has performed an audit of the Town of Boston Justice Department on behalf of the Town Board for year ended December 31, 2021. /DM 4/6/2022



**TOWN OF BOSTON,  
NEW YORK**

*Statement of Changes in Cash Balances  
and Statement of Cash Receipts and  
Cash Disbursements of the Town Justices  
for the Year Ended December 31, 2021*

**TOWN OF BOSTON, NEW YORK**  
**Town Justices**  
**Table of Contents**  
**Year Ended December 31, 2021**

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Statement of Cash Receipts and Cash Disbursements.....2

**TOWN OF BOSTON, NEW YORK**  
**Town Justices**  
**Statement of Changes in Cash Balances**  
**Year Ended December 31, 2021**

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Cash balance, January 1, 2021	\$	38,174
Add: Cash receipts		307,830
Deduct: Cash disbursements		<u>305,452</u>
Cash balance, December 31, 2021	\$	<u>40,552</u>

**TOWN OF BOSTON, NEW YORK**  
**Town Justices**  
**Statement of Cash Receipts and Cash Disbursements**  
**Year Ended December 31, 2021**

---

	<b>Justice Debra Bender</b>	<b>Justice Kelly Vacco</b>	<b>Total</b>
Cash balances, January 1, 2021	\$ 21,850	\$ 16,324	\$ 38,174
Cash receipts:			
Fines, surcharges and fees	114,337	143,492	257,829
Bail	-	50,001	50,001
Total cash receipts	<u>114,337</u>	<u>193,493</u>	<u>307,830</u>
Cash disbursements:			
Payments to Town Supervisor	116,760	138,692	255,452
Bail, forfeitures and refunds	-	50,000	50,000
Total cash disbursements	<u>116,760</u>	<u>188,692</u>	<u>305,452</u>
Cash balances, December 31, 2021	<u>\$ 19,427</u>	<u>\$ 21,125</u>	<u>\$ 40,552</u>

# Memo



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To: Town of Boston

From: Drescher & Malecki LLP

Date: 12/5/2022

Re: Office of the State Comptroller Checklists for Review of Departments

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## Town Justice

- **Timely Deposits** – As described in “Appendix F – General Recordkeeping Requirements for Town and Village Justice Courts” contained within the Office of the New York State Comptroller, Division of Local Government and School Accountability Local Government Management Guide entitled Fiscal Oversight Responsibilities of the Governing Board, each Justice is required to deposit all moneys received in his/her judicial capacity in the official bank account within 72 hours of collection, exclusive of Sundays and holidays. We noted that some deposits were not made within 72 hours of collection.
- **Bail Account** – While reviewing year end reconciliations for the Justice Department, it was noted that the bail bank accounts and respective bail listings include funds held for periods greater than 10 years. Additionally, it was noted that one of the bail bank accounts has \$400 greater than its respective bail listing. Per review of the Office of the New York State Comptroller, Division of Local Government and School Accountability Local Government Management Guide entitled Handbook for Town and Village Justices and Court Clerks, exonerated bail over 6 years should be surrendered to the Town and unidentified money in a justice’s bank account should be reported and paid into the Justice Court Fund, where it will be retained by the State until the court can properly identify the funds. Should the court later determine the person who posted the bail, they should contact the Justice Court Fund and request a refund.

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**James Laskowski**

Colden, NY 14033

15th November 2022

**Sandra Quinlan**

Dear Ms. Quinlan,

I would like to be considered for a position on the assessment board of review. I believe that I would be an asset to the board as I have worked in the home construction and remodeling industry for approximately forty years.

My experience began as a teen working with my father in our family business. My work included remodeling, roofing, and siding. After my father semi-retired, I worked for a company installing windows and doors.

Currently I am working for Metro Roberts Realty. I began with doing property preservation work on foreclosed homes. Today I am project manager for our division that is refurbishing purchased homes. I am responsible not only for working on the homes, but also for obtaining permits, acquiring materials, and managing the job site.

I believe my experience in the home construction field would be a benefit to the assessment board. Thank you for considering me for a position on the assessment board.

Sincerely,

**James Laskowski**

Received Letter from James Laskowski,  
request for appointment as Board of  
Assessment Review member.

Town Board appointment of James  
Laskowski to the Board of Assessment  
Review. James's term thru 9/30/2027.

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:

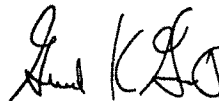
I'm writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association's annual legislative platform. Assignments should be made to town officials who plan on attending 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

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

### **CLIMATE SMART COMMUNITIES PLEDGE**

**WHEREAS**, the New York State Climate Smart Communities (“CSC”) program was created to provide local governments with guidance on how to improve environmental stewardship, save taxpayer dollars, and advance community goals for long term community health, safety, economic vitality, resiliency, and quality of life; and

**WHEREAS**, the State makes available grant funding for projects to increase natural resiliency to future risks like floods, improve emergency preparedness and response systems, and increase the resiliency of critical infrastructure through the Climate Smart Communities Grant program; and

**WHEREAS**, Climate Smart Communities receive an advantage over non-participating communities during the Climate Smart Grant scoring process; and

**WHEREAS**, CSC certification requires adopting a non-binding Resolution which includes the specific ten-point pledge developed by the State, and appointment of a Climate Smart Coordinator; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Boston, adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

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

On December 07, 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**