

AGENDA
REGULAR BOARD MEETING - TOWN OF BOSTON
December 6, 2023 - 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 from November 1, 2023
2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Dispatch Call Summary Reports – October 2023 – Boston EMS, Boston Fire Co, North Boston Fire Co, Patchin Fire Co
2. Dog Control Officer's Report October 2023
3. Town Clerk's Report October 2023
4. Erie County Water Authority Extract of Minutes and Tariff
5. Resignation letter of David Bowen, Planning Board member
6. NYSEG Smart Meter Upgrade Program – Lancaster Division
7. Outstanding Compliance Training letter
8. October 2023 Income Statement
9. October 2023 Monthly Cash Balances
10. Office of the NYS Comptroller Tax Cap Review of 2024 Budget
11. Application for Use of Meeting Facility – Boston Seniors Club, Board Meeting dates for 2024
12. Application for Use of Meeting Facility - Wednesday Game Day for 2024
13. Application for Use of Meeting Facility – Thornwood Park HOA, Annual Meeting
14. Erie County Water Authority Letter Re: 2024/2025 Construction Projects
15. Erie County Water Authority Letter Re: Secondary Supply to Town of Boston

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3-minute time limit per person)
2. Request from Planning Board for appointment of Arlene Weiss, Full/Regular Member – Term through 2/1/2027
3. Request from Planning Board for appointment of Jessica Yuhas, Alternate Member – Term through 12/31/2025
4. Appointment of Substitute Assistant Nutrition Director
5. Resolution 2023 - 86 Approving Collective Bargaining Agreement with International Union of Operating Engineers Local 17
6. Resolution 2023 - 87 Allocating 2023 Funds to the Ambulance Capital Reserve Fund
7. Resolution 2023 - 88 Remove & Replace Shop Heaters in Parks/EMS Building
8. Resolution 2023 - 89 Document Management Software and Services
9. Schedule a Public Hearing for 2024 Ambulance Service Contract
10. Application for Use of Facility – Boston Young at Heart Seniors, Meetings for 2024
11. Application for Use of Facility – Boston Senior Club, Meetings for 2024
12. Application for Use of Facility – Shawn Vanderdoes, Birthday Party

ITEM NO. V OLD BUSINESS

ITEM NO. VI REPORTS AND PRESENTATIONS

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

ITEM NO. VII ADJOURNMENT OF MEETING

1. Adjournment of Meeting



TOWN OF BOSTON

Town Board Meeting: December 6, 2023

Abstract #1 – Utility Bill Check Run Journal #AP-4109 \$ 91,670.76

Abstract #2 – 2023 Payables Journal #AP-4126 \$ 300,925.03

Less Credit – A Fund Visa - \$ 77.53

Less Credit – A Fund Amazon (2) - \$ 121.04

Less Credit – DB Fund Amazon - \$ 84.99

Less Credits – DB Fund Eden Truck & Auto (4) - \$ 680.00

\$ 299,961.47

Total Payables Due

\$ 391,632.23

Breakout by Fund:	AP-4109	AP-4126	Total
General (A) Fund:	\$ 10,277.95	\$ 168,088.52	\$ 178,366.47
Highway (DB) Fund:	\$ 4,990.86	\$ 77,086.77	\$ 82,077.63
Lighting (L30) Fund:	\$ 1,486.84	\$ -	\$ 1,486.84
Fire (SF) Fund:	\$ -	\$ 24,217.96	\$ 24,217.96
Ambulance (SM) Fund:	\$ 310.16	\$ 13,588.59	\$ 13,898.75
Refuse & Garbage (SG) Fund:	\$ 74,604.95	\$ -	\$ 74,604.95
Water Funds:	\$ -	\$ -	\$ -
Trust & Agency (TA):	\$ -	\$ -	\$ -
Capital Projects (H):	\$ -	\$ 16,979.63	\$ 16,979.63

Total expenses submitted for approval:

\$ 91,670.76 \$ 299,961.47 \$ 391,632.23

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, 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.

December 6, 2023 - A B S T R A C T – Utility Batch Ran 11/21/23

Town of Boston Journal Proof Report Fiscal Year: 2023

Created By: epericak

Journal Number: AP - 4109		Journal Desc: AP Batch 35		Journal Date: 11/21/2023		Account Period: 11 - Nov		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	11/21/2023	Fund A00 AP Account	\$0.00	\$10,277.95	\$0.00	31	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301111423 Acct. #142054301 - Elevator Phone (11/15/23 - 12/14/23)	11/21/2023	Vendor#: 1242	\$39.99	\$0.00	\$0.00	29	
A00-1620-0400-0000	BUILDINGS- CONTR	NATIONAL FUEL 11/2023 - Acct. #3237465 08 Acct. #3237465 08 - Town Hall - November 2023 (425 CCF)	11/21/2023	Vendor#: 726	\$361.47	\$0.00	\$0.00	6	
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 11/23 - Acct. #1001- 0312-469 Acct. #1001-0312-469 - Town Hall (6900 kwh)	11/21/2023	Vendor#: 37	\$980.93	\$0.00	\$0.00	15	
A00-1620-0400-0000	BUILDINGS- CONTR	VERIZON WIRELESS 9948201379 Cell Phones for Town - October 2023	11/21/2023	Vendor#: 53	\$31.24	\$0.00	\$0.00	18	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 11/23 - Acct. #1003- 3567-107 Acct. #1003-3567-107 - Boys & Girls Club (1620 kwh)	11/21/2023	Vendor#: 37	\$362.68	\$0.00	\$0.00	13	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NATIONAL FUEL 11/2023 - Acct. #6897553 08 Acct. #6897553 08 - Boys & Girls Club - November 2023 (43 CCF)	11/21/2023	Vendor#: 726	\$50.49	\$0.00	\$0.00	7	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Vaspian, LLC INV-008104 November 2023 Billing - VOIP Phone Systems (31 Extensions)	11/21/2023	Vendor#: 1947	\$632.40	\$0.00	\$0.00	20	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/23 - Acct. #1001- 9308-690 Acct. #1001-9308-690 - Boston Cross Signal (239 kwh)	11/21/2023	Vendor#: 37	\$59.36	\$0.00	\$0.00	23	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/23 - Acct. #1001- 9309-037 Acct. #1001-9309-037 - Boston State Signal (46 kwh)	11/21/2023	Vendor#: 37	\$28.00	\$0.00	\$0.00	25	
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 11/23 - Acct. #1001- 9307-296 Acct. #1001-9307-296 - Boston Colden Signal (9 kwh)	11/21/2023	Vendor#: 37	\$21.89	\$0.00	\$0.00	14	
A00-3510-0400-0000	DOG CONTROL- CONTR	VERIZON WIRELESS 9948201379 Cell Phones for Town - October 2023	11/21/2023	Vendor#: 53	\$31.24	\$0.00	\$0.00	17	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	VERIZON WIRELESS 9948201379 Cell Phones for Town - October 2023	11/21/2023	Vendor#: 53	\$57.75	\$0.00	\$0.00	16	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	VERIZON WIRELESS 9948201379 Cell Phones for Town - October 2023	11/21/2023	Vendor#: 53	\$31.24	\$0.00	\$0.00	19	
A00-5132-0400-0000	GARAGE-CONTR	NATIONAL FUEL 11/2023 - Acct. #3237464 10 Acct. #3237464 10 - Highway Garage - November 2023 (277 CCF)	11/21/2023	Vendor#: 726	\$236.07	\$0.00	\$0.00	5	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/23 - Acct. #1005- 2715-660 Acct. #1005-2715-660 - 219 Lights (258 kwh)	11/21/2023	Vendor#: 37	\$64.11	\$0.00	\$0.00	8	

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

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Journal Number: AP - 4109		Journal Desc: AP Batch 35		Journal Date: 11/21/2023		Account Period: 11 - Nov		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/23 - Acct. #1001-3627-426 Acct. #1001-3627-426 - St. Light Entire R2 (1367 kwh)	11/21/2023	Vendor#: 37	\$404.18	\$0.00	\$0.00	9	
A00-5182-0400-0000	STREET LIGHTING-CONTR	NYSEG 10/23 - Acct. #1001-3627-434 Acct. #1001-3627-434 - St. Light, Entire R3 (3279 kwh)	11/21/2023	Vendor#: 37	\$2,006.41	\$0.00	\$0.00	10	
A00-7110-0400-0000	PARKS- CONTR	ERIE COUNTY WATER AUTHORITY Q4 2023 - Acct. #60675127-9 Acct. #60675127-9 - North Boston Park (Sept. - Nov. 2023) *Seasonal Acct*	11/21/2023	Vendor#: 96	\$262.68	\$0.00	\$0.00	27	
A00-7110-0400-0000	PARKS- CONTR	ERIE COUNTY WATER AUTHORITY Q4 2023 - Acct. #60678077-5 Acct. #60678077-5 - Town Hall Park (Oct. - Nov. 2023) *Seasonal Acct*	11/21/2023	Vendor#: 96	\$31.64	\$0.00	\$0.00	28	
A00-7110-0400-0000	PARKS- CONTR	NYSEG 11/23 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (535 kwh)	11/21/2023	Vendor#: 37	\$95.62	\$0.00	\$0.00	24	
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 231020183637 Health Insurance Premiums - November 2023	11/21/2023	Vendor#: 1378	\$4,488.56	\$0.00	\$0.00	21	
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	11/21/2023	Fund DB0 AP Account	\$0.00	\$4,990.86	\$0.00	33	
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 231020183637 Health Insurance Premiums - November 2023	11/21/2023	Vendor#: 1378	\$4,990.86	\$0.00	\$0.00	22	
L30-0600-0000-0000	ACCOUNTS PAYABLE	Fund L30 AP Account	11/21/2023	Fund L30 AP Account	\$0.00	\$1,486.84	\$0.00	32	
L30-5182-0401-0000	CONTRACTS	NYSEG 10/23 - Acct. #1001-3627-418 Acct. #1001-3627-418 - St. Light Dist. 1, R3 (2129 kwh)	11/21/2023	Vendor#: 37	\$1,347.44	\$0.00	\$0.00	11	
L30-5182-0401-0000	CONTRACTS	NYSEG 10/23 - Acct. #1001-3627-400 Acct. #1001-3627-400 - St. Light Dist. 1, R2 (426 kwh)	11/21/2023	Vendor#: 37	\$139.40	\$0.00	\$0.00	12	
SG0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SG0 AP Account	11/21/2023	Fund SG0 AP Account	\$0.00	\$74,604.95	\$0.00	30	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0020871-1342-5 October 2023 Curb Service & Hazardous Waste Collection / September 2023 Recycling (39.67 tons)	11/21/2023	Vendor#: 432	\$3,175.58	\$0.00	\$0.00	1	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0020871-1342-5 October 2023 Curb Service & Hazardous Waste Collection / September 2023 Recycling (39.67 tons)	11/21/2023	Vendor#: 432	\$64,084.02	\$0.00	\$0.00	2	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0020871-1342-5 October 2023 Curb Service & Hazardous Waste Collection / September 2023 Recycling (39.67 tons)	11/21/2023	Vendor#: 432	\$7,330.18	\$0.00	\$0.00	3	

December 6, 2023 - A B S T R A C T – Utility Batch Ran 11/21/23

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC LIQ	Seq #	
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	WASTE MANAGEMENT 0020871-1342-5 October 2023 Curb Service & Hazardous Waste Collection / September 2023 Recycling (39.67 tons)	11/21/2023	Vendor#: 432	\$15.17	\$0.00	\$0.00	4	
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	11/21/2023	Fund SM0 AP Account	\$0.00	\$310.16	\$0.00	34	
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 11/23 - Acct. #1001- 6047-341 Acct. #1001-6047-341 - Boston EMS Building (1320 kwh)	11/21/2023	Vendor#: 37	\$310.16	\$0.00	\$0.00	26	
Total Number of 34 Transactions			No Errors		<u>\$91,670.76</u>	<u>\$91,670.76</u>	<u>\$0.00</u>		

AP - 4109 Summary By Fund Number

Fund	Debit	Credit	ENC LIQ
A00	\$10,277.95	\$10,277.95	\$0.00
DB0	\$4,990.86	\$4,990.86	\$0.00
L30	\$1,486.84	\$1,486.84	\$0.00
SG0	\$74,604.95	\$74,604.95	\$0.00
SM0	\$310.16	\$310.16	\$0.00
Total	\$91,670.76	\$91,670.76	\$0.00

December 6, 2023 - A B S T R A C T – 2023 Payables

Town of Boston Journal Proof Report Fiscal Year: 2023

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-0480-0000-0000	PREPAID EXPENDITURE	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2024 2024 Annual ERS Invoice - Prepaid in Nov. 2023	12/6/2023	Vendor#: 404	\$22,416.64	\$0.00	\$0.00		136
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	12/6/2023	Fund A00 AP Account	\$0.00	\$168,088.52	\$0.00		177
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2023-09-01 September 2023 - Justice Court Funds to State/County	12/6/2023	Vendor#: 178	\$4,890.00	\$0.00	\$0.00		37
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2023-10-01 October 2023 - Justice Court Funds to State/County	12/6/2023	Vendor#: 178	\$4,254.50	\$0.00	\$0.00		67
A00-1010-4000-0000	TOWN BD-CONTR	East Aurora Advertiser 202004 Springville Journal - Job Posting for Assessment Clerk (10/5/23)	12/6/2023	Vendor#: 1869	\$96.00	\$0.00	\$0.00		50
A00-1010-4000-0000	TOWN BD-CONTR	Lee Enterprises, Inc. 500013896 Acct. #90024921 - Order #55343 (PH - Budget) & #55345 (PH - CDBG)	12/6/2023	Vendor#: 2077	\$149.20	\$0.00	\$0.00		95
A00-1010-4000-0000	TOWN BD-CONTR	Lee Enterprises, Inc. 500013896 Acct. #90024921 - Order #55343 (PH - Budget) & #55345 (PH - CDBG)	12/6/2023	Vendor#: 2077	\$181.40	\$0.00	\$0.00		96
A00-1010-4000-0000	TOWN BD-CONTR	Lee Enterprises, Inc. 500011828 Acct. #90024922 - Order #56567 (Job Posting - Nutrition)	12/6/2023	Vendor#: 2077	\$33.00	\$0.00	\$0.00		97
A00-1110-2000-0000	JUSTICE - EQUIP	Amazon Capital Services 17TD-D6GH-F9VJ Court - Compressed Gas Duster; Dell 23.8" Monitor	12/6/2023	Vendor#: 2003	\$90.99	\$0.00	\$0.00		33
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WILLIAMSON LAW BOOK CO. 198588 Receipt Books for Judge Calabrese (10)	12/6/2023	Vendor#: 106	\$125.11	\$0.00	\$0.00		34
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Amazon Capital Services 17TD-D6GH-F9VJ Court - Compressed Gas Duster; Dell 23.8" Monitor	12/6/2023	Vendor#: 2003	\$14.99	\$0.00	\$0.00		32
A00-1110-4000-0000	TOWN JUSTICE-CONTR	WILLIAMSON LAW BOOK CO. 198990 Receipt Books for Judge Bender (10)	12/6/2023	Vendor#: 106	\$125.04	\$0.00	\$0.00		162
A00-1220-0200-0000	SUPERVISOR- EQUIP	Amazon Capital Services 1HW9-66VH-1GMK Supervisor (Equip.) - Portable Monitor, Wooden Paper Organizer for Desk	12/6/2023	Vendor#: 2003	\$152.47	\$0.00	\$0.00		165
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 1HV9-J6XT-1PQV Supervisor - Mouse Pad / Buildings - 2024 Calendar, Humidifier Filter	12/6/2023	Vendor#: 2003	\$6.06	\$0.00	\$0.00		167
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 1JCX-3JJ7-WMRM Supervisor - Toner for Bookkeeper Printer	12/6/2023	Vendor#: 2003	\$194.95	\$0.00	\$0.00		163

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 1YP7-Q7FP-61JG Supervisor - Post It's, 2024 Calendar, A-Z Dividers, Tax Forms, Paperclip Holder	12/6/2023	Vendor#: 2003	\$109.13	\$0.00	\$0.00	164	
A00-1220-0400-0000	SUPERVISOR- CONTR	Visa 2622 - Oct. 2023 Oct. 2023 Visa Bill - Adobe PDF Editor (x2), Return Float from Sewer Issue	12/6/2023	Vendor#: 1863	\$239.88	\$0.00	\$0.00	53	
A00-1220-0400-0000	SUPERVISOR- CONTR	Amazon Capital Services 16JX-WHCL-RRC1 Celebrations - New Tree for Town Hall / Supervisor - Wireless Mouse, Space Heater; Buildings - Boot Tray	12/6/2023	Vendor#: 2003	\$45.89	\$0.00	\$0.00	85	
A00-1220-0400-0000	SUPERVISOR- CONTR	Jason Keding 11/16/23 Reimb. Association of Erie County Gov't Meeting - 11/16/23	12/6/2023	Vendor#: 1568	\$60.00	\$0.00	\$0.00	87	
A00-1320-0402-0000	SPECIAL AUDITS	Drescher & Malecki LLP 2311031 Accounting Services 10/1/23 - 11/30/23 (4.5 hr JE & Bank Rec Review / 41 hr Audit of AUD Procedures)	12/6/2023	Vendor#: 1747	\$4,337.50	\$0.00	\$0.00	161	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2311031 Accounting Services 10/1/23 - 11/30/23 (4.5 hr JE & Bank Rec Review / 41 hr Audit of AUD Procedures)	12/6/2023	Vendor#: 1747	\$562.50	\$0.00	\$0.00	160	
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	Drescher & Malecki LLP 2311019 Accounting Services 6/1/23 - 9/30/23 (4 hr JE & Bank Rec Review)	12/6/2023	Vendor#: 1747	\$500.00	\$0.00	\$0.00	68	
A00-1410-0401-0000	TOWN CLERK- CONTR	Visa 2622 - Oct. 2023 Oct. 2023 Visa Bill - Adobe PDF Editor (x2), Return Float from Sewer Issue	12/6/2023	Vendor#: 1863	\$287.88	\$0.00	\$0.00	54	
A00-1410-0401-0000	TOWN CLERK- CONTR	Amazon Capital Services 1TFC-KF4K-DGDQ Town Clerk - Labels, Wall Calendar, Post-Its, Paper Clips, Certificate Seals, Catalog Envelopes, ID Card Name Badge, Date Stamp	12/6/2023	Vendor#: 2003	\$225.52	\$0.00	\$0.00	105	
A00-1410-0401-0000	TOWN CLERK- CONTR	SANDRA L. QUINLAN 11/16/23 Notary Public Renewal - 11/24/23 - 11/23/27	12/6/2023	Vendor#: 1437	\$60.00	\$0.00	\$0.00	152	
A00-1410-0401-0000	TOWN CLERK- CONTR	SANDRA L. QUINLAN 11/8/23 ECTCTCA's Monthly Meeting - 11/8/23 + Mileage (54 Miles x \$0.655)	12/6/2023	Vendor#: 1437	\$60.37	\$0.00	\$0.00	153	
A00-1410-0401-0000	TOWN CLERK- CONTR	Amazon Capital Services 1PNX-QWT6-W4K6 Town Clerk RETURN - Paper Clips never delivered from INV #1TFC-KF4K-DGDQ	12/6/2023	Vendor#: 2003	\$0.00	\$24.25	\$0.00	166	
A00-1620-0200-0000	BUILDINGS- EQUIP	Capstream Technologies, LLC 386271 Wireless Mic. Installation in Senior Community Room	12/6/2023	Vendor#: 1942	\$449.99	\$0.00	\$0.00	70	

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-1620-0200-0000	BUILDINGS- EQUIP	Land On Enterprises, Inc. Troopers Addition 2023 Trooper Barracks - New Parking Lot Addition (Resolution 2023-36)	12/6/2023	Vendor#: 2002	\$14,500.00	\$0.00	\$0.00		23
A00-1620-0400-0000	BUILDINGS- CONTR	Land On Enterprises, Inc. Crack Filling 2023 All Parking Lots - Various Crack Filling @ \$450 per 300 linear fit (x3)	12/6/2023	Vendor#: 2002	\$1,350.00	\$0.00	\$0.00		25
A00-1620-0400-0000	BUILDINGS- CONTR	Certified Pest Solutions 37865 (7181) Nov. 2023 Pest Control Service - Town Hall	12/6/2023	Vendor#: 1811	\$55.00	\$0.00	\$0.00		18
A00-1620-0400-0000	BUILDINGS- CONTR	Land On Enterprises, Inc. Lion's Shelter 2023 Lion's Shelter - Broom Seal (Resolution 2023-33)	12/6/2023	Vendor#: 2002	\$2,400.00	\$0.00	\$0.00		21
A00-1620-0400-0000	BUILDINGS- CONTR	Land On Enterprises, Inc. Town Hall 2023 Town Hall - Parking Lot Broom Seal & Stripe (Resolution 2023-33)	12/6/2023	Vendor#: 2002	\$6,000.00	\$0.00	\$0.00		22
A00-1620-0400-0000	BUILDINGS- CONTR	SHANOR ELECTRIC SUPPLY, INC. 3030901 Community Room Door Light; Snack Shack Light; Holiday Lighting	12/6/2023	Vendor#: 29	\$161.31	\$0.00	\$0.00		35
A00-1620-0400-0000	BUILDINGS- CONTR	John W. Danforth Co. SRVCE00052415 Service Call - Expansion Tank & Unit Heaters at EMS / Parks Building	12/6/2023	Vendor#: 1897	\$519.00	\$0.00	\$0.00		65
A00-1620-0400-0000	BUILDINGS- CONTR	Visa 2622 - Oct. 2023 Oct. 2023 Visa Bill - Adobe PDF Editor (x2), Return Float from Sewer Issue	12/6/2023	Vendor#: 1863	\$0.00	\$77.53	\$0.00		55
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4171659524 Town Hall - Sig Hardwound White Large (6)	12/6/2023	Vendor#: 1758	\$57.00	\$0.00	\$0.00		46
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 16JX-WHCL-RRC1 Celebrations - New Tree for Town Hall / Supervisor - Wireless Mouse, Space Heater; Buildings - Boot Tray	12/6/2023	Vendor#: 2003	\$18.98	\$0.00	\$0.00		86
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct. - Oct. 2023 BLDG Acct. #1475 - Invoice #180949, 180977, 181240, 181263	12/6/2023	Vendor#: 24	\$5.29	\$0.00	\$0.00		91
A00-1620-0400-0000	BUILDINGS- CONTR	RUCKER LUMBER INC. BLDG Acct. - Oct. 2023 BLDG Acct. #1475 - Invoice #180949, 180977, 181240, 181263	12/6/2023	Vendor#: 24	\$77.44	\$0.00	\$0.00		94
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1HV9-J6XT-1PQV Supervisor - Mouse Pad / Buildings - 2024 Calendar, Humidifier Filter	12/6/2023	Vendor#: 2003	\$35.29	\$0.00	\$0.00		168
A00-1620-0400-0000	BUILDINGS- CONTR	BISON ELEVATOR SERVICE 100708 Preventive Maintenance on Elevator (Dec 2023 - Feb 2024)	12/6/2023	Vendor#: 261	\$430.56	\$0.00	\$0.00		171
A00-1620-0400-0000	BUILDINGS- CONTR	John W. Danforth Co. SRVCE00052639 Service Call - Pressure Release Valve on Boiler	12/6/2023	Vendor#: 1897	\$701.65	\$0.00	\$0.00		172

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		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	COMMERCIAL EQUIP SVC, INC. 61876 Replaced Bad Thermostat	12/6/2023	Vendor#: 138	\$436.30	\$0.00	\$0.00	159	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701112123 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/23 - 12/28/23)	12/6/2023	Vendor#: 1242	\$329.98	\$0.00	\$0.00	143	
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701112123 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (11/29/23 - 12/28/23)	12/6/2023	Vendor#: 1242	\$149.97	\$0.00	\$0.00	144	
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Land On Enterprises, Inc. B&G 2023 B&G Club - Parking Lot Mill, Pave, Broom Seal, and Stripe (Resolution 2023-45)	12/6/2023	Vendor#: 2002	\$3,350.00	\$0.00	\$0.00	20	
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	Johnson Controls Fire Protection LP 23759278 Highway Fire Alarm & Detection Contract #524082 - 11/1/23 - 10/31/24	12/6/2023	Vendor#: 352	\$743.47	\$0.00	\$0.00	62	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 37866 (7180) Nov. 2023 Pest Control Service - Trooper Barracks	12/6/2023	Vendor#: 1811	\$55.00	\$0.00	\$0.00	19	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Land On Enterprises, Inc. Troopers 2023 Trooper Barracks - Parking Lot Repair, Mill, Pave, Boom Seal & Stripe (Resolution 2023-35)	12/6/2023	Vendor#: 2002	\$10,000.00	\$0.00	\$0.00	24	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Penn Power Group 4542359 Planned Maintenance on Generator @ Trooper Barracks	12/6/2023	Vendor#: 1756	\$372.00	\$0.00	\$0.00	17	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	RUCKER LUMBER INC. BLDG Acct. - Oct. 2023 BLDG Acct. #1475 - Invoice #180949, 180977, 181240, 181263	12/6/2023	Vendor#: 24	\$5.14	\$0.00	\$0.00	92	
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	RUCKER LUMBER INC. BLDG Acct. - Oct. 2023 BLDG Acct. #1475 - Invoice #180949, 180977, 181240, 181263	12/6/2023	Vendor#: 24	\$7.49	\$0.00	\$0.00	93	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	wynnetWorks 00004996 Oct. 2023 - IT Systems Support (1.5 hrs)	12/6/2023	Vendor#: 1703	\$187.50	\$0.00	\$0.00	13	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Surdej Web Solutions, LLC 2961 1 Year of Managed Wordpress Hosting - Dec. 2023 - Nov. 2024	12/6/2023	Vendor#: 1939	\$359.88	\$0.00	\$0.00	155	
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	Vaspian, LLC INV-009298 December 2023 Billing - VOIP Systems (31 Extensions)	12/6/2023	Vendor#: 1947	\$632.40	\$0.00	\$0.00	156	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	Quadient Finance USA, Inc. 11/23/23 Acct. #7900 0440 8021 9839 - Postage Balance	12/6/2023	Vendor#: 1943	\$1,000.00	\$0.00	\$0.00	170	

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 35314935 Agreement #018- 1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier; Late Fee	12/6/2023	Vendor#: 2039	\$189.99	\$0.00	\$0.00	81	
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	ASSOCIATION OF TOWNS 2024 Dues Annual Town Association Membership Dues - Beginning 1/1/2024	12/6/2023	Vendor#: 34	\$1,200.00	\$0.00	\$0.00	154	
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	Visa 2622 - Nov. 2023 Nov. 2023 Visa Bill - Supplies for Nutrition Christmas Party, String Lights and Replacement Bulbs, October late fees	12/6/2023	Vendor#: 1863	\$61.06	\$0.00	\$0.00	175	
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	Rotella Grant Management 2023161 December 2023 - Grant Writing Services	12/6/2023	Vendor#: 2056	\$1,800.00	\$0.00	\$0.00	146	
A00-3510-0400-0000	DOG CONTROL- CONTR	Cintas 1904440532 Dog Control - Jacket	12/6/2023	Vendor#: 1758	\$123.96	\$0.00	\$0.00	83	
A00-3510-0400-0000	DOG CONTROL- CONTR	Cintas 1904384942 Dog Control - Jacket	12/6/2023	Vendor#: 1758	\$84.77	\$0.00	\$0.00	52	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	UNIFIRST CORP. 1140197582 Highway Sweatshirts / Code Enforcement Sweatshirts	12/6/2023	Vendor#: 1296	\$68.52	\$0.00	\$0.00	30	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/29/23 Reimb. AOT Planning & Zoning Training 10/30/23 - Reimb. for Registration, Hotel, & Mileage (236 miles x \$0.65)	12/6/2023	Vendor#: 2028	\$90.00	\$0.00	\$0.00	138	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/29/23 Reimb. AOT Planning & Zoning Training 10/30/23 - Reimb. for Registration, Hotel, & Mileage (236 miles x \$0.65)	12/6/2023	Vendor#: 2028	\$98.00	\$0.00	\$0.00	139	
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Thomas Murphy 11/29/23 Reimb. AOT Planning & Zoning Training 10/30/23 - Reimb. for Registration, Hotel, & Mileage (236 miles x \$0.65)	12/6/2023	Vendor#: 2028	\$153.40	\$0.00	\$0.00	140	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	KENNETH TELAAK 2023 Boots 2023 Boot Allowance	12/6/2023	Vendor#: 1511	\$139.99	\$0.00	\$0.00	76	
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	On Site Employee Testing 7032 Random DOT Urine & Drug Test 11/15/23	12/6/2023	Vendor#: 1629	\$218.64	\$0.00	\$0.00	27	
A00-5132-0400-0000	GARAGE-CONTR	UNIFIRST CORP. 1140197582 Highway Sweatshirts / Code Enforcement Sweatshirts	12/6/2023	Vendor#: 1296	\$34.25	\$0.00	\$0.00	29	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4173301976 Highway - Uniforms	12/6/2023	Vendor#: 1758	\$63.04	\$0.00	\$0.00	9	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4174057348 Highway - Uniforms	12/6/2023	Vendor#: 1758	\$63.04	\$0.00	\$0.00	31	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4171878244 Highway - Uniforms	12/6/2023	Vendor#: 1758	\$63.04	\$0.00	\$0.00	44	

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4172590740 Highway - Uniforms	12/6/2023	Vendor#: 1758	\$63.04	\$0.00	\$0.00	45	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4174720473 Highway - Uniforms	12/6/2023	Vendor#: 1758	\$63.04	\$0.00	\$0.00	73	
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501112123 Acct. #144899501 - HWY - Fax/Alarm/Cable (11/29/23 - 12/28/23)	12/6/2023	Vendor#: 1242	\$96.89	\$0.00	\$0.00	145	
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	Visa 2622 - Nov. 2023 Nov. 2023 Visa Bill - Supplies for Nutrition Christmas Party, String Lights and Replacement Bulbs, October late fees	12/6/2023	Vendor#: 1863	\$618.33	\$0.00	\$0.00	173	
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	LEO JENSEN 11/1/23 MOW Reimb. Meals on Wheels Reimbursement May-Nov 2023 (145 Miles x \$0.655)	12/6/2023	Vendor#: 225	\$94.98	\$0.00	\$0.00	71	
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	Amazon Capital Services 1VK4-WM3Q-34KP Nutrition RETURN - Toner Cartridge from INV #1GYL-1KYM-JMJP	12/6/2023	Vendor#: 2003	\$0.00	\$96.79	\$0.00	69	
A00-7110-0400-0000	PARKS- CONTR	LandPro Equipment 2794268 Air Filter Elements, Oil Filters, Fuel Filters, Wheels, Axles for Parks	12/6/2023	Vendor#: 1719	\$255.35	\$0.00	\$0.00	56	
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. Oct. 2023 - Parks Oct. 2023 Parks Gas (38.9 gallons) & Diesel (17.2 gallons)	12/6/2023	Vendor#: 90	\$171.50	\$0.00	\$0.00	57	
A00-7110-0400-0000	PARKS- CONTR	Seasonal Lawncare 760227 2023 Veg. Control Application 3 - North Boston Park Fields	12/6/2023	Vendor#: 1792	\$500.14	\$0.00	\$0.00	51	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. 9784742 Portable Toilet @ South Boston Park 10/1/23 - 10/31/23	12/6/2023	Vendor#: 1990	\$160.00	\$0.00	\$0.00	28	
A00-7110-0400-0000	PARKS- CONTR	FPS Hydraulics 8051 Boom Cylinder - Disassemble, inspect, polish, hone, clean, balance, reseal, & test (Split HWY & Parks)	12/6/2023	Vendor#: 1988	\$347.00	\$0.00	\$0.00	64	
A00-7110-0400-0000	PARKS- CONTR	NYSEG Q3-2023 - Acct. #1009-1678-366 Acct. #1009-1678-366 - N. Boston Park (1243 kwh from 7/31/23 - 11/15/23)	12/6/2023	Vendor#: 37	\$266.83	\$0.00	\$0.00	80	
A00-7510-0401-0000	HISTORIAN- CONTR	Frank Gamel 11/30/23 Reimb. Ancestry.com Membership / Buffalo & Erie County Historical Museum Membership	12/6/2023	Vendor#: 1961	\$259.00	\$0.00	\$0.00	157	
A00-7510-0401-0000	HISTORIAN- CONTR	Frank Gamel 11/30/23 Reimb. Ancestry.com Membership / Buffalo & Erie County Historical Museum Membership	12/6/2023	Vendor#: 1961	\$36.00	\$0.00	\$0.00	158	

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

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A00-7550-0400-0000	CELEBRATIONS- CONTR	Visa 2622 - Nov. 2023 Nov. 2023 Visa Bill - Supplies for Nutrition Christmas Party, String Lights and Replacement Bulbs, October late fees	12/6/2023	Vendor#: 1863	\$123.80	\$0.00	\$0.00		174
A00-7550-0400-0000	CELEBRATIONS- CONTR	Amazon Capital Services 16JX- WHCL-RRC1 Celebrations - New Tree for Town Hall / Supervisor - Wireless Mouse, Space Heater; Buildings - Boot Tray	12/6/2023	Vendor#: 2003	\$126.99	\$0.00	\$0.00		84
A00-7550-0400-0000	CELEBRATIONS- CONTR	SHANOR ELECTRIC SUPPLY, INC. 3030901 Community Room Door Light; Snack Shack Light; Holiday Lighting	12/6/2023	Vendor#: 29	\$15.60	\$0.00	\$0.00		36
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BEDORE TOURS 37361 Boston Seniors - Trip to Lancaster Opera House (12/3/23)	12/6/2023	Vendor#: 1383	\$1,125.00	\$0.00	\$0.00		48
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$74.94	\$0.00	\$0.00		98
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$74.94	\$0.00	\$0.00		99
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$1,363.26	\$0.00	\$0.00		100
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$74.94	\$0.00	\$0.00		101
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$18.96	\$0.00	\$0.00		102
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$74.94	\$0.00	\$0.00		103
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 9/2023 - 11/2023 Entertainment, Food and Supplies - September- November 2023 & Fall Dinner	12/6/2023	Vendor#: 595	\$100.00	\$0.00	\$0.00		104
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON YOUNG AT HEART September 2023 September 2023 Reimbursements	12/6/2023	Vendor#: 45	\$29.98	\$0.00	\$0.00		115
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART September 2023 September 2023 Reimbursements	12/6/2023	Vendor#: 45	\$3.69	\$0.00	\$0.00		116
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART October 2023 October 2023 Reimbursements	12/6/2023	Vendor#: 45	\$68.74	\$0.00	\$0.00		117

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART October 2023 October 2023 Reimbursements	12/6/2023	Vendor#: 45	\$46.97	\$0.00	\$0.00	118
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART October 2023 October 2023 Reimbursements	12/6/2023	Vendor#: 45	\$15.53	\$0.00	\$0.00	119
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART June 2023 June 2023 Reimbursements	12/6/2023	Vendor#: 45	\$65.00	\$0.00	\$0.00	106
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART June 2023 June 2023 Reimbursements	12/6/2023	Vendor#: 45	\$10.65	\$0.00	\$0.00	107
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART June 2023 June 2023 Reimbursements	12/6/2023	Vendor#: 45	\$49.03	\$0.00	\$0.00	108
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART June 2023 June 2023 Reimbursements	12/6/2023	Vendor#: 45	\$138.17	\$0.00	\$0.00	109
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART June 2023 June 2023 Reimbursements	12/6/2023	Vendor#: 45	\$55.00	\$0.00	\$0.00	110
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART July 2023 July 2023 Reimbursements	12/6/2023	Vendor#: 45	\$69.80	\$0.00	\$0.00	111
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART August 2023 August 2023 Reimbursements	12/6/2023	Vendor#: 45	\$758.81	\$0.00	\$0.00	112
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART September 2023 September 2023 Reimbursements	12/6/2023	Vendor#: 45	\$13.99	\$0.00	\$0.00	113
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	BOSTON YOUNG AT HEART September 2023 September 2023 Reimbursements	12/6/2023	Vendor#: 45	\$55.00	\$0.00	\$0.00	114
A00-8010-0400-0000	ZONING-CONTR	The Buffalo News 153146 (Acct. #583246) AD ID #1748064 - ZBA Public Hearing Notice - 10/5/23 Meeting	12/6/2023	Vendor#: 1671	\$60.00	\$0.00	\$0.00	47
A00-8710-0400-0000	CONSERVATION- CONTR	Amazon Capital Services 19W6-116T-JG6D CAC - Acrylic Sign Holder, Scotch Mounting Material, Glue Dots	12/6/2023	Vendor#: 2003	\$38.04	\$0.00	\$0.00	26
A00-8710-0400-0000	CONSERVATION- CONTR	Mitch Tucker 11/22/23 Reimb. Wild Spirit Education - Birds of Prey Tabling at 2023 LEAF	12/6/2023	Vendor#: 1982	\$375.00	\$0.00	\$0.00	147
A00-9010-0800-0000	STATE RETIREMENT	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2024 2024 Annual ERS Invoice - Prepaid in Nov. 2023	12/6/2023	Vendor#: 404	\$67,249.92	\$0.00	\$0.00	134
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 315738 Employee Funded Supplemental Health Ins. - November 2023	12/6/2023	Vendor#: 1887	\$217.32	\$0.00	\$0.00	148

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A019637-IN HRA Admin Fee - November 2023	12/6/2023	Vendor#: 2054	\$52.80	\$0.00	\$0.00		150
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 231120488451 Health Ins. Premiums - December 2023	12/6/2023	Vendor#: 1378	\$4,746.82	\$0.00	\$0.00		142
DB0-0480-0000-0000	PREPAID EXPENDITURE	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2024 2024 Annual ERS Invoice - Prepaid in Nov. 2023	12/6/2023	Vendor#: 404	\$12,609.36	\$0.00	\$0.00		137
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	12/6/2023	Fund DB0 AP Account	\$0.00	\$77,086.77	\$0.00		176
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	COUNTY LINE STONE CO, INC. 156769 Washed #1A Stone for Roadwork (62.2 Tons)	12/6/2023	Vendor#: 579	\$1,430.60	\$0.00	\$0.00		3
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 2870 -2" SCR.Gravel 304.15 TP4 (171.41 Tons) for Roadwork	12/6/2023	Vendor#: 212	\$1,945.51	\$0.00	\$0.00		41
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	COUNTY LINE STONE CO, INC. 156354 CR-2 Stone for Drainage (86.45 Tons) + Washed #1A Stone for Roadwork (147.64 Tons)	12/6/2023	Vendor#: 579	\$3,395.72	\$0.00	\$0.00		60
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	KURK FUEL COMPANY 645402 1003 Gallons of Gas (\$2.6527 per gallon)	12/6/2023	Vendor#: 17	\$2,660.66	\$0.00	\$0.00		42
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	SUPERIOR LUBRICANTS 569717 Diesel Exhaust Fluid (55 Gal Drum); Drum Deposit, Fuel Surcharge	12/6/2023	Vendor#: 1370	\$295.00	\$0.00	\$0.00		7
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 3235 403.19 Type 7F2 Top - Drainage (16.01 Tons) + POP (7.95 Tons)	12/6/2023	Vendor#: 212	\$1,783.04	\$0.00	\$0.00		4
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	COUNTY LINE STONE CO, INC. 156354 CR-2 Stone for Drainage (86.45 Tons) + Washed #1A Stone for Roadwork (147.64 Tons)	12/6/2023	Vendor#: 579	\$1,015.79	\$0.00	\$0.00		59
DB0-5112-0200-0000	CAPITAL OUTLAY	GERNATT ASPHALT PRODUCTS, INC. 2640 403.19 Type 7F2 Top R (24.06 Tons) - POP	12/6/2023	Vendor#: 212	\$1,790.48	\$0.00	\$0.00		40
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1CHF-C9RT-HN6V Highway - Laser Tint Meter, Voltage Tester	12/6/2023	Vendor#: 2003	\$192.99	\$0.00	\$0.00		43
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 8102 Hoses	12/6/2023	Vendor#: 1988	\$56.82	\$0.00	\$0.00		38
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1KTH-W63C-3YQQ Highway - Solar Filmed Glass Tester, Digital Brake Disc Rotor Gauge Caliper, Cash Box with Lock, EZ Drum Electronic Brake Drum Gauge	12/6/2023	Vendor#: 2003	\$303.90	\$0.00	\$0.00		61

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		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	PD MECHANICAL 6416 NYS Heavy Truck Inspections (x6)	12/6/2023	Vendor#: 1311	\$120.00	\$0.00	\$0.00	72	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 8051 Boom Cylinder - Disassemble, inspect, polish, hone, clean, balance, reseal, & test (Split HWY & Parks)	12/6/2023	Vendor#: 1988	\$347.00	\$0.00	\$0.00	63	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Guis Ace Hardware 26702/7 Rust Preventive Paint (RSTP I/E OB) - Orange	12/6/2023	Vendor#: 2008	\$48.94	\$0.00	\$0.00	66	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 135580 10 GA Steel Material Cut to Size 8" x 38"	12/6/2023	Vendor#: 134	\$40.95	\$0.00	\$0.00	5	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 135633 2 x 2 x 1/4 Angle (20 piece)	12/6/2023	Vendor#: 134	\$79.00	\$0.00	\$0.00	6	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	ODB Company 8781907 Medium Duty Hose; Freight	12/6/2023	Vendor#: 1677	\$831.26	\$0.00	\$0.00	8	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	ODB Company 8770381 Water Temp White Face; Volt Meter White Face; Freight	12/6/2023	Vendor#: 1677	\$141.56	\$0.00	\$0.00	2	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1F7J-VC7N-64VX Highway - Magnetic Switch	12/6/2023	Vendor#: 2003	\$57.45	\$0.00	\$0.00	10	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	PREISCHEL BROS. SERVICE, INC. 75411 (4) 11R22.5 BFG DR444 16P Tires for Plow Truck + Mount / Dismount / Wheel Change	12/6/2023	Vendor#: 13	\$2,197.90	\$0.00	\$0.00	11	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1FC3-9QL1-CPD6 Highway RETURN - Return of Solar Film Glass Tester from INV #1KTH-W63C-3YQQ	12/6/2023	Vendor#: 2003	\$0.00	\$84.99	\$0.00	14	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$130.06	\$0.00	\$0.00	120	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$534.55	\$0.00	\$0.00	121	
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$0.00	\$130.06	\$0.00	122	

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023	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. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$83.00	\$0.00	\$0.00	123
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$0.00	\$22.69	\$0.00	124
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$30.69	\$0.00	\$0.00	125
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$0.00	\$19.69	\$0.00	126
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$27.65	\$0.00	\$0.00	127
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$20.70	\$0.00	\$0.00	128
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$101.21	\$0.00	\$0.00	129
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$85.42	\$0.00	\$0.00	130

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		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. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$61.80	\$0.00	\$0.00		131
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$3.75	\$0.00	\$0.00		132
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EDEN TRUCK & AUTO SUPPLY Oct. 2023 Stmt. - HWY Highway Dept. Acct. #140 - Invoice #'s 201064, 201319, 201301, 201266, 201278, 201333, 201388, 201502, 201894, 201892, 201966, 202526, 202534, 202563	12/6/2023	Vendor#: 774	\$0.00	\$507.56	\$0.00		133
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2023 HWY Acct. #1470 - Invoice #180944, 180950, 181156	12/6/2023	Vendor#: 24	\$85.92	\$0.00	\$0.00		88
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2023 HWY Acct. #1470 - Invoice #180944, 180950, 181156	12/6/2023	Vendor#: 24	\$3.79	\$0.00	\$0.00		89
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	RUCKER LUMBER INC. HWY - Oct. 2023 HWY Acct. #1470 - Invoice #180944, 180950, 181156	12/6/2023	Vendor#: 24	\$31.68	\$0.00	\$0.00		90
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EMERLING FORD, INC. 255953 Element Kits, Thermostat, Element Assembly	12/6/2023	Vendor#: 409	\$176.33	\$0.00	\$0.00		74
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	EMERLING FORD, INC. 255979 Support	12/6/2023	Vendor#: 409	\$19.65	\$0.00	\$0.00		75
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Linde Gas & Equipment Inc. 39545990 Acetylene & Oxygen Cylinder Rental (10/20/23 - 11/20/23)	12/6/2023	Vendor#: 2009	\$142.92	\$0.00	\$0.00		77
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1Q1Q- NCRY-4H9L Highway - Universal Joint Socket Set, Cutting Wheel, Air Hose Fitting, Impact Wrench, Vent Stick	12/6/2023	Vendor#: 2003	\$238.57	\$0.00	\$0.00		169
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 3131 Abrasive Sand for Winter (41.30 Tons)	12/6/2023	Vendor#: 212	\$204.43	\$0.00	\$0.00		1
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Gernatt Spray Foam 2720 Abrasive Sand for Winter (184.30 Tons)	12/6/2023	Vendor#: 1680	\$912.27	\$0.00	\$0.00		39
DB0-9010-0800-0000	STATE RETIREMENT	NYS & LOCAL EMPLOYEE RETIREMEN 30471 ERS 2024 2024 Annual ERS Invoice - Prepaid in Nov. 2023	12/6/2023	Vendor#: 404	\$37,828.08	\$0.00	\$0.00		135

**Town of Boston
Journal Proof Report
Fiscal Year: 2023**

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023		Account Period: 12 - Dec		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 315738 Employee Funded Supplemental Health Ins. - November 2023	12/6/2023	Vendor#: 1887	\$459.58	\$0.00	\$0.00		149
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 231120488451 Health Ins. Premiums - December 2023	12/6/2023	Vendor#: 1378	\$5,279.58	\$0.00	\$0.00		141
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A019637-IN HRA Admin Fee - November 2023	12/6/2023	Vendor#: 2054	\$46.20	\$0.00	\$0.00		151
H02-0600-0000-0000	ACCOUNTS PAYABLE	Fund H02 AP Account	12/6/2023	Fund H02 AP Account	\$0.00	\$11,841.75	\$0.00		180
H02-7110-0200-0000	NORTH BOSTON PARK SHELTER	Sicoli Construction Services, Inc. Pay App. #9 Pay App #9 - N. Boston Pavilion	12/6/2023	Vendor#: 2042	\$11,841.75	\$0.00	\$0.00		16
H06-0600-0000-0000	ACCOUNTS PAYABLE	Fund H06 AP Account	12/6/2023	Fund H06 AP Account	\$0.00	\$337.88	\$0.00		181
H06-1620-0200-0000	TOWN HALL GENERATOR	THE BUFFALO CRITERION 10/24/23 Ad - "Bids for Town Hall Generator"	12/6/2023	Vendor#: 1096	\$337.88	\$0.00	\$0.00		49
H07-0600-0000-0000	ACCOUNTS PAYABLE	Fund H07 AP Account	12/6/2023	Fund H07 AP Account	\$0.00	\$4,800.00	\$0.00		179
H07-1620-0200-0000	TOWN HALL ENTRYWAY	Clark Patterson Lee (CPL) 95005 Project #R23.01423.00 - T.H. Entry Improvements - Services Ending 10/27/23	12/6/2023	Vendor#: 1918	\$4,800.00	\$0.00	\$0.00		15
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	12/6/2023	Fund SF0 AP Account	\$0.00	\$24,217.96	\$0.00		182
SF0-3410-0401-0000	CONTRACTS	Town of Hamburg 2023 Fire & EMS 2023 Fire & EMS Dispatch Services	12/6/2023	Vendor#: 196	\$24,217.96	\$0.00	\$0.00		79
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	12/6/2023	Fund SM0 AP Account	\$0.00	\$13,588.59	\$0.00		178
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 513814 Boston EMS - Physical (11/15/23)	12/6/2023	Vendor#: 1499	\$55.00	\$0.00	\$0.00		82
SM0-4540-0400-0000	CONTRACTUAL	Town of Hamburg 2023 Fire & EMS 2023 Fire & EMS Dispatch Services	12/6/2023	Vendor#: 196	\$13,040.44	\$0.00	\$0.00		78
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 512825 Boston EMS - Physical (10/23/23) & Respirator Test (10/27/23)	12/6/2023	Vendor#: 1499	\$84.00	\$0.00	\$0.00		12
SM0-4540-0400-0000	CONTRACTUAL	BOSTON HIGHWAY DEPT. Oct. 2023 - EMS Oct. 2023 - EMS Gas (80.2 gallons) & Diesel (52.4 gallons)	12/6/2023	Vendor#: 90	\$409.15	\$0.00	\$0.00		58
Total Number of 182 Transactions			No Errors		\$300,925.03	\$300,925.03	\$0.00		

AP - 4126 Summary By Fund Number

Fund	Debit	Credit	ENC	LIQ
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December 6, 2023 - A B S T R A C T – 2023 Payables

Town of Boston
Journal Proof Report
Fiscal Year: 2023

Created By: epericak

Journal Number: AP - 4126		Journal Desc: AP Batch 36		Journal Date: 12/6/2023	Account Period: 12 - Dec	Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ Seq #
A00	\$168,287.09	\$168,287.09	\$0.00				
DB0	\$77,851.76	\$77,851.76	\$0.00				
H02	\$11,841.75	\$11,841.75	\$0.00				
H06	\$337.88	\$337.88	\$0.00				
H07	\$4,800.00	\$4,800.00	\$0.00				
SF0	\$24,217.96	\$24,217.96	\$0.00				
SM0	\$13,588.59	\$13,588.59	\$0.00				
Total	\$300,925.03	\$300,925.03	\$0.00				

REGULAR BOARD MEETING
NOVEMBER 1, 2023

DRAFT

TOWN HALL
7:30 P.M.

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

Also Present: Attorney for the Town Costello.

Regular business:

A motion was made by Councilman Cartechine and was seconded by Supervisor Keding to approve the minutes of the October 18, 2023 regular meeting.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Selby	Abstain		

two (2) Yes	one (1) Abstain	Failed
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A motion was made by Councilwoman Selby and was seconded by Councilman Cartechine, upon review by the Town Board, that fund bills in the amount of \$51,315.04 be paid.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Selby	Yes		

three (3) Yes	Carried
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Supervisor Keding stated the following has been received and filed under correspondence:

Dispatch Call Summary Reports - August and September 2023 - Boston EMS, Boston Fire Co, North Boston Fire Co, Patchin Fire Co

Erie County Dept. of Public Works Division of Highways - Back Creek Road - Reconstruction/Slope Stabilization, Minutes: Project Progress Meeting #8

Erie County Dept. of Public Works Division of Highways - Back Creek Road - Reconstruction/Slope Stabilization, Conceptual Road Excavation and Replacement

Erie County Dept. of Public Works Division of Highways - Back Creek Road - Reconstruction/Slope Stabilization, Slope Measurement Document

Updates to Civil Service Law Section 63

Erie County Winter Storm Response Enhancements

NYS Agriculture & Markets Review Concerning the Town of Boston's Zoning Code and its Application to Horseshoe Hill, Erie County Agricultural District No. 15

Resignation letter from Lisa Uschold, Assistant to Code Enforcement

Application for Use of Meeting Facility - Cub Scouts Pack #391

Erie County Sewer District #3 October 18, 2023 DRAFT Meeting Minutes

REGULAR BOARD MEETING
NOVEMBER 1, 2023

DRAFT

TOWN HALL
7:30 P.M.

New business:

Supervisor Keding stated the floor is open for public comment.

The following person was heard:

Jay Jackson

Supervisor Keding stated the floor is closed.

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

RESOLUTION 2023-83

ADOPTION OF THE 2024 BUDGET

WHEREAS, officers and employees in charge of various administrative units of the government of the Town of Boston have submitted estimates of revenues and expenditures for the fiscal year ending December 31, 2024, and

WHEREAS, the Town's Budget Director has prepared a tentative budget, and the Town Clerk has presented such budget to this Town Board, and

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2024, and a public hearing was conducted on October 18, 2023 as required by Section 108 of Town Law,

NOW, THEREFORE, BE IT RESOLVED, that the preliminary budget as changed, altered and revised and as hereinafter set forth, is hereby adopted as the annual budget of the Town of Boston for the fiscal year ending December 31, 2024.

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

			Tentative 2024 Budget	Adopted 2024 Budget	Change
Small Claims Assessment Review Stipulation of Assessed Value Change (\$50,700 Decrease)					
Decrease	A 1001	Real Property Tax	(141,571.00)	(141,559.00)	12.00
Increase	A 599	Appropriated Fund Balance	399,454.81	399,466.81	12.00
Decrease	D 1001	Real Property Tax	(864,177.00)	(864,103.00)	74.00
Increase	D 599	Appropriated Fund Balance	173,875.00	173,949.00	74.00
Decrease	SF 1001	Real Property Tax	(809,115.00)	(809,049.00)	66.00
Increase	SF 599	Appropriated Fund Balance	37,920.00	37,986.00	66.00
Decrease	SM 1001	Real Property Tax	(102,008.00)	(101,999.00)	9.00
Decrease	SM 4540.4	Contracts	117,984.00	117,975.00	(9.00)
Decrease	HC 1001	Real Property Tax	(261,365.00)	(261,334.00)	31.00
Increase	HC 599	Appropriated Fund Balance	14,684.00	14,715.00	31.00
Additional Totes (26120) increase to 51 units due to additions through September 2023					
Increase	SG 1001	Real Property Tax	(942,158.67)	(943,773.03)	(1,614.36)
Increase	SG 3410.4	Contracts	945,558.67	947,173.03	1,614.36
Total Tax Levy Changed:			(3,346,496.22)	(3,347,918.58)	(1,422.36)

Motion con't:

Supervisor Keding
Councilwoman Selby

Yes
Yes

Councilman Cartechine

Yes

three (3) Yes

Carried

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

RESOLUTION 2023-84

FUND BALANCE POLICY

WHEREAS, the fund balance of the Town of Boston's General Fund, Highway Fund, and Special Districts accumulates to provide stability and flexibility to respond to unexpected adversity and/or opportunities; and

WHEREAS, the Town Board's objective is to maintain unassigned fund balance in the General Fund and fund balance assigned for specific use in the other Town funds at levels sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures; to ensure stable tax rates and user fees; and to protect the Town's creditworthiness; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Boston hereby reviews and approves the Fund Balance Policy originally adopted September 4, 2019.

Supervisor Keding
Councilwoman Selby

Yes
Yes

Councilman Cartechine

Yes

three (3) Yes

Carried

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

RESOLUTION 2023-85

**BOSTON VOLUNTEER FIRE COMPANY
YOUTH PROGRAM**

WHEREAS, the Town of Boston contracts with the Boston Volunteer Fire Company to provide fire protection services; and

WHEREAS, Boston Volunteer Fire Company has established a Junior Firefighter Program whose participants are over 16 years of age and who are members of the Fire Company subject to Town Board approval and entitled to coverage under the Volunteer Firefighter Benefit Law like other Fire Company members, but who are subject to special provisions of the Fire Company's by-laws and additional rules and regulations, with restrictions and requirements intended to ensure Junior Firefighter safety and proper attention to academics; and

WHEREAS, Boston Volunteer Fire Company intends to further enhance the opportunities it offers for young people to learn about subjects including fire safety and the fire service by sponsoring a youth program pursuant to General Municipal Law Section 204-b whose participants will be under the age of 16, with programming to run in parallel with the Junior Firefighter Program to be called "Juniors With Restrictions"; and

WHEREAS, Juniors With Restrictions participants will not be members of the Fire Company or entitled to coverage under the Volunteer Firefighter Benefit Law and will not participate in any emergency operation or hazardous activity, will not respond in any emergency vehicle utilizing lights and sirens at the time of response, and will be subject to such other additional restrictions on the youth participants as are necessary to ensure their safety;

NOW, THEREFORE, BE IT RESOLVED, that Town Board of the Town of Boston hereby acknowledges with appreciation and approves of the investment in youth and our community that is being made by the volunteers of Boston Volunteer Fire Company through establishing, operating, and maintaining a youth program to provide participants with the opportunity to become familiar with the programs and operations of fire departments, to provide programs in community fire safety, fire prevention, and public fire prevention education, and to curtail false fire alarms by developing community wide respect for the fire service.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Selby	Yes		

three (3) Yes Carried

Old business:

A motion was made by Councilman Cartechine and was seconded by Supervisor Keding to approve the new document, Application for Use of Sporting Facility form.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Selby	Yes		

three (3) Yes Carried

Reports and Presentations:

Councilwoman Selby reported on the following:

Thanked Jay for the update and the work on the manger scene, the wonderful volunteers. It's great to see that moving forward, the Town will have a fresh new look to the manger scene this Christmas.

Councilman Cartechine reported on the following:

Acknowledged and thanked Jay for stepping up and organizing the group of people for the manger scene. Thank you to the local companies, Kirst Construction, Rucker Lumber, and various volunteers that have come to do the work. Thanked the Boston Volunteer Fire Company for organizing and enhancing their Junior Firefighter Program, the interest has been very strong. Sean, I appreciate you taking the time late in the day today to prepare that resolution. It's a great program, there's already a dozen kids signed up. Anything we can do to get these kids out working and off their screens is a win. Thanked Ellie for the hard work on the budget. People that attend these meetings hear us vote the same way and may think that we are rubber stamping a vote and that's not at all the way the Board conducts their business. There is a lot of spirited debate and disagreement on various things. We don't get caught up in the procedure, we focus on what the objective is, which is running the Town in the most efficient way we can.

Town Clerk Quinlan reported on the following:

Leftover deer management permits are available as of today November 1st. Reference the DEC website or come to my office for the updated DMP areas that are available. The Town Hall will be closed to conduct business on November 7th, Election Day, voting will be in the community room. The blood drive on November 7th will be here in the Court room from 2-7 pm. The back doors of the Town Hall will be open for voting and the blood drive. We are also closed on Friday November 10th in observance of Veterans Day.

Supervisor Keding reported on the following:

Comprehensive Plan there has been outreach to the schools, Hamburg, Orchard Park, Eden and Springville School Districts. When we reach out to the students, we want to get a feel for what they want to see in the community and ask questions such as, "You're a resident of the town, if you're going to be leaving the community, why? What can we do better, what amenities would you like to see?" It's great feedback we are getting from the students, the schools are thrilled that we are reaching out to them. It's a great opportunity to get out there and explain a little about local government, our roles and responsibilities, we are public servants and work for the community. If there is any agricultural entity in town, business in town, resident, and you have not completed the survey, please give us your feedback. We want it, whether it's good, bad, or in the middle, we want that feedback, it all goes into the Comprehensive Plan. This theoretically should be done every ten to fifteen years to keep on things that evolve and change.

Back Creek Road stabilization, I did bring it up, it's in the Board packet, the documents of the last meeting that we had, we have not had another

meeting scheduled yet. There are some struggles over there right now with the soil and how it is cracked. The plan is that there will be a binder coat that will be put down for the winter months since we will have snow, so that plows, buses, and motorists can get through. In the Spring they will go back and revisit and if everything is where it needs to be that section will be properly paved and guard rails put in. Our community will see the jersey barriers unfortunately for a few more months. Thanked Jay and Councilman Cartechine, for the manger scene. It's needed TLC for a while. The efforts from both of you and everybody else in the community. The feedback from Trunk-or-Treat was great. I hope to see that again next year. Thanked the Board for their feedback, there was healthy conversation on this year's budget. That's what makes a good Board, if we do debate, do have healthy conversations, that's what we are all here for, not just nodding our heads and saying that's the way to do things. There's a difference of opinion, I respect that, we do care about the community, so thank you both, I appreciate it. There is a part time Assessment Clerk position in the Town to fill. The community will see that go out in the Buffalo News November 5th and 7th and in the job finder's section. The posting will be out on the Town website, social media. If the community knows of anyone, please steer them in our direction.

A motion was made by Supervisor Keding and was seconded by Councilman Cartechine to adjourn the meeting at 8:05 p.m.

Supervisor Keding	Yes	Councilman Cartechine	Yes
Councilwoman Selby	Yes		
three (3) Yes			Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2023 to 10/31/2023

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Oct-2023	Total
EMS	EMS	53	53
EMS-AA	EMS Auto Accident	3	3
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		58	58

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2023 to 10/31/2023

Agency: Boston Fire Department

Code	Dispatch Call Type	Oct-2023	Total
EMS	EMS	0	0
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	2	2
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		7	7

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2023 to 10/31/2023

Agency: North Boston Fire Department

Code	Dispatch Call Type	Oct-2023	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	1	1
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	2	2
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
REFER	Referral	0	0
EMS	EMS Snow/Transportation	0	0
SWAT	SWAT	0	0
TEST	TEST - DISREGARD	0	0
Total		10	10

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2023 to 10/31/2023

Agency: Patchin Fire Department

Code	Dispatch Call Type	Oct-2023	Total
EMS	EMS	1	1
EMS-AA	EMS Auto Accident	2	2
FULL	Full Assignment	5	5
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		8	8

Dispatch Call Type Summary

This Report uses the NFIRS History
Hamburg Public Safety Dispatch

Date Range: From 10/01/2023 to 10/31/2023

Agency: Boston Fire Department, North Boston Fire

Code	Dispatch Call Type	Oct-2023	Total
EMS	EMS	55	55
EMS-AA	EMS Auto Accident	7	7
FULL	Full Assignment	14	14
PRELIM	Preliminary Assignment	4	4
SPECIAL	Special Equip - M/A	3	3
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		83	83

TOWN OF BOSTON DOG CONTROL OFFICER REPORT

2022 NOV -2 PM 12:11

MONTH OF: October

<u>Dates of Month</u>	1st Week	2nd Week	3rd Week	4th Week	TOTALS
	1st-7th	8th- 14th	15th- 21st	22nd- 31st	
Phone Calls Received	4	5	0	3	12
Phone Calls Returned	4	5	0	3	12
Personal Calls Made	0	0	0	0	0
# Miles Patrolled	approximately 5				5
# of Gallon gas used	0	0	0	0	0
# of alive dogs Picked up	0	0	0	0	0
# of dead dogs Picked up	0	0	0	0	0
# of dogs Released to owner	0	0	0	0	0
***Fines Collected					
# of dogs euthenized	0	0	0	0	0
# of dogs adopted	0	0	0	0	0
# of dogs impounded	0	0	0	0	0

Signature of Dog Control Officer



Date Submitted: 11-2-23

***Total Fines Collected for Month : _____

Submitted Fines to Bookkeeper: _____

Date: _____

Receipt# _____

TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

OCTOBER, 2023

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255

<u>14</u>	DECALS	<u>42.87</u>
<u>2</u>	MARRIAGE LICENSES NO. 23032 TO 23033	<u>35.00</u>
<u>10</u>	PHOTOCOPIES	<u>2.50</u>
<u>1</u>	BIRTH CERTIFICATES	<u>10.00</u>
<u>11</u>	DEATH CERTIFICATES	<u>110.00</u>
<u>4</u>	MARRIAGE CERTIFICATES	<u>40.00</u>
<u>20</u>	FAXES	<u>5.00</u>

TOTAL TOWN CLERK FEES

245.37

A2544

<u>61</u>	DOG LICENSES	<u>511.00</u>
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TOTAL A2544

511.00

A2555

<u>16</u>	BUILDING PERMITS	<u>2,015.00</u>
<u>1</u>	CERTIFICATE OF OCCUPANCY	<u>50.00</u>
<u>1</u>	PLANNING BD SUB DIV REV	<u>400.00</u>
<u>1</u>	PUBLIC HEARING FEE	<u>100.00</u>

TOTAL A2555

2,565.00

SR2130

<u>1</u>	REFUSE & GARBAGE	<u>56.85</u>
<u>41</u>	WM BAG STICKER	<u>123.00</u>

TOTAL SR2130

179.85

TOWN CLERK'S MONTHLY REPORT

OCTOBER, 2023

page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	3,321.37
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	179.85
PAID TO NYSDEC FOR DECALS	734.13
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	81.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	45.00
TOTAL DISBURSEMENTS	4,361.35

NOVEMBER 1, 2023

 , SUPERVISOR
JASON KEDING Nov 17th 2023

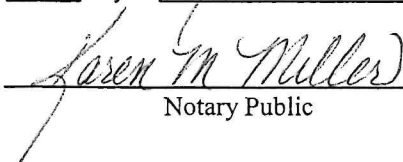
STATE OF NEW YORK, COUNTY OF ERIE, TOWN OF BOSTON

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

Subscribed and sworn to before me this


Town Clerk

2nd day of November 2023


Notary Public

KAREN M. MILLER
Notary Public, State of New York
Reg. No. 01MI6386215
Qualified in Erie County
Commission Expires 12-31-2026



Erie County Water Authority

295 Main Street • Room 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8463

Office of the Secretary

November 17, 2023

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

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 16, 2023 amending the Authority's Tariff effective January 1, 2024 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 black ink, appearing to read 'TDM', followed by a long horizontal flourish.

Terrence D. McCracken
Secretary to the Authority

TDM:alh
Enclosures

CERTIFICATION

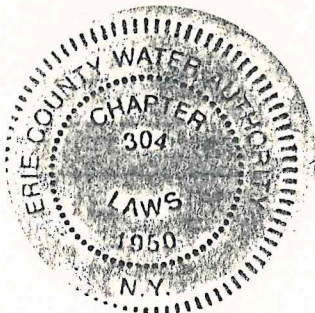
I, TERRENCE D. McCracken, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 16th day of November 2023 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 16th day of November 2023.



Terrence D. McCracken
Secretary to the Authority

(SEAL)



**EXTRACT FROM THE MINUTES OF THE MEETING OF THE
ERIE COUNTY WATER AUTHORITY
NOVEMBER 16, 2023**

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 16th day of November 2023, 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 Charles E. Eaton, 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, 2024; 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, 2024

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

9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS

- 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.

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)

\$[4.26] 4.64 per 1,000 gallons

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

\$[4.26] 4.64 per 1,000 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] <u>41.76</u>	\$[25.44] <u>27.72</u>	\$[63.78] <u>69.48</u>
3/4 inch	9,000	[38.34] <u>41.76</u>	[25.44] <u>27.72</u>	[63.78] <u>69.48</u>
1 inch	9,000	[38.34] <u>41.76</u>	[25.44] <u>27.72</u>	[63.78] <u>69.48</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	\$[12.78] <u>13.92</u>	\$[8.48] <u>9.24</u>	\$[21.26] <u>23.16</u>
3/4 inch	3,000	[12.78] <u>13.92</u>	[8.48] <u>9.24</u>	[21.26] <u>23.16</u>
1 inch	3,000	[12.78] <u>13.92</u>	[8.48] <u>9.24</u>	[21.26] <u>23.16</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)

\$[3.83] 4.17 per 1,000 gallons

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

\$[3.83] 4.17 per 1,000 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] <u>112.59</u>	\$ [99.63] <u>108.60</u>	\$ [203.04] <u>221.19</u>
1-1/2 inch	39,000	[149.37] <u>162.63</u>	[99.63] <u>108.60</u>	[249.00] <u>271.23</u>
2 inch	63,000	[241.29] <u>262.71</u>	[159.39] <u>173.73</u>	[400.68] <u>436.44</u>
3 inch	120,000	[459.60] <u>500.40</u>	[298.86] <u>325.77</u>	[758.46] <u>826.17</u>
4 inch	198,000	[758.34] <u>825.66</u>	[498.06] <u>542.88</u>	[1,256.40] <u>1,368.54</u>
6 inch	390,000	[1,493.70] <u>1,626.30</u>	[996.12] <u>1,085.76</u>	[2,489.82] <u>2,712.06</u>
8 inch	630,000	[2,412.90] <u>2,627.10</u>	[1,593.75] <u>1,737.18</u>	[4,006.65] <u>4,364.28</u>
10 inch	900,000	[3,447.00] <u>3,753.00</u>	[2,291.07] <u>2,497.26</u>	[5,738.07] <u>6,250.26</u>
12 inch	1,230,000	[4,710.90] <u>5,129.10</u>	[4,283.22] <u>4,668.72</u>	[8,994.12] <u>9,797.82</u>
20 inch	2,820,000	[10,800.60] <u>11,759.40</u>	[18,433.80] <u>20,092.83</u>	[29,234.40] <u>31,852.23</u>
24 inch	3,840,000	[14,707.20] <u>16,012.80</u>	[37,226.31] <u>40,576.68</u>	[51,933.51] <u>56,589.48</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	\$	[34.47] 37.53	\$	[33.21] 36.20	\$	[67.68] 73.73
1-1/2 inch	13,000		[49.79] 54.21		[33.21] 36.20		[83.00] 90.41
2 inch	21,000		[80.43] 87.57		[53.13] 57.91		[133.56] 145.48
3 inch	40,000		[153.20] 166.80		[99.62] 108.59		[252.82] 275.39
4 inch	66,000		[252.78] 275.22		[166.02] 180.96		[418.80] 456.18
6 inch	130,000		[497.90] 542.10		[332.04] 361.92		[829.94] 904.02
8 inch	210,000		[804.30] 875.70		[531.25] 579.06		[1,335.55] 1,454.76
10 inch	300,000		[1,149.00] 1,251.00		[763.69] 832.42		[1,912.69] 2,083.42
12 inch	410,000		[1,570.30] 1,709.70		[1,427.74] 1,556.24		[2,998.04] 3,265.94
20 inch	940,000		[3,600.20] 3,919.80		[6,144.60] 6,697.61		[9,744.80] 10,617.41
24 inch	1,280,000		[4,902.40] 5,337.60		[12,408.77] 13,525.56		[17,311.17] 18,863.16

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)

\$[3.34] 3.64 per 1,000 gallons

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

\$[3.34] 3.64 per 1,000 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] 98.28	\$	[99.63] 108.60	\$	[189.81] 206.88
1-1/2 inch	39,000		[130.26] 141.96		[99.63] 108.60		[229.89] 250.56
2 inch	63,000		[210.42] 229.32		[159.39] 173.73		[369.81] 403.05
3 inch	120,000		[400.80] 436.80		[298.86] 325.77		[699.66] 762.57
4 inch	198,000		[661.32] 720.72		[498.06] 542.88		[1,159.38] 1,263.60
6 inch	390,000		[1,302.60] 1,419.60		[996.12] 1,085.76		[2,298.72] 2,505.36
8 inch	630,000		[2,104.20] 2,293.20		[1,593.75] 1,737.18		[3,697.95] 4,030.38
10 inch	900,000		[3,006.00] 3,276.00		[2,291.07] 2,497.26		[5,297.07] 5,773.26
12 inch	1,230,000		[4,108.20] 4,477.20		[4,283.22] 4,668.72		[8,391.42] 9,145.92
20 inch	2,820,000		[9,418.80] 10,264.80		[18,433.80] 20,092.83		[27,852.60] 30,357.63
24 inch	3,840,000		[12,825.60] 13,977.60		[37,226.31] 40,576.68		[50,051.91] 54,554.28

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]	<u>32.76</u>	\$ [33.21]	<u>36.20</u>	\$ [63.27]	<u>68.96</u>
1-1/2 inch	13,000	[43.42]	<u>47.32</u>	[33.21]	<u>36.20</u>	[76.63]	<u>83.52</u>
2 inch	21,000	[70.14]	<u>76.44</u>	[53.13]	<u>57.91</u>	[123.27]	<u>134.35</u>
3 inch	40,000	[133.60]	<u>145.60</u>	[99.62]	<u>108.59</u>	[233.22]	<u>254.19</u>
4 inch	66,000	[220.44]	<u>240.24</u>	[166.02]	<u>180.96</u>	[386.46]	<u>421.20</u>
6 inch	130,000	[434.20]	<u>473.20</u>	[332.04]	<u>361.92</u>	[766.24]	<u>835.12</u>
8 inch	210,000	[701.40]	<u>764.40</u>	[531.25]	<u>579.06</u>	[1,232.65]	<u>1,343.46</u>
10 inch	300,000	[1,002.00]	<u>1,092.00</u>	[763.69]	<u>832.42</u>	[1,765.69]	<u>1,924.42</u>
12 inch	410,000	[1,369.40]	<u>1,492.40</u>	[1,427.74]	<u>1,556.24</u>	[2,797.14]	<u>3,048.64</u>
20 inch	940,000	[3,139.60]	<u>3,421.60</u>	[6,144.60]	<u>6,697.61</u>	[9,284.20]	<u>10,119.21</u>
24 inch	1,280,000	[4,275.20]	<u>4,659.20</u>	[12,408.77]	<u>13,525.56</u>	[16,683.97]	<u>18,184.76</u>

SERVICE CLASSIFICATION NO. 3

C. Metered Hydrant Consumption

RATE:

\$[4.26] 4.64 per 1,000 gallons. A minimum charge of \$[213.00] 232.00 per hydrant meter device per permit period

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 16, 2023 TO BECOME EFFECTIVE JANUARY 1, 2024.

I N D E X

SECTION	DESCRIPTION	PAGE
1.00	DEFINITIONS	1-1
2.00	AVAILABILITY AND TYPES OF SERVICE	2-1
3.00	APPLICATIONS	3-1
4.00	INSTALLATION OF WATER SERVICE CONNECTIONS	4-1
5.00	DEPOSITS	5-1
6.00	INSTALLATION OF METERS	6-1
7.00	PRIVATE FIRE PROTECTION	7-1
8.00	PUBLIC FIRE PROTECTION	8-1
9.00	PAYMENT FOR WATER SERVICE AND ADJUSTMENTS	9-1
10.00	EXTENSIONS OF MAINS	10-1
11.00	PROHIBITIONS	11-1
12.00	DELETED	12-1
13.00	CLASSIFICATION, RATES AND CHARGES	13-1
14.00	MISCELLANEOUS CHARGES	14-1
15.00	MISCELLANEOUS SURCHARGES	15-1

1.00 D E F I N I T I O N S

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 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)

\$4.64 per 1,000 gallons

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

\$4.64 per 1,000 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	\$ 41.76	\$27.72	\$ 69.48
3/4 inch	9,000	41.76	27.72	69.48
1 inch	9,000	41.76	27.72	69.48

SIZE OF METER	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM CHARGE
5/8 inch	3,000	\$ 13.92	\$9.24	\$ 23.16
3/4 inch	3,000	13.92	9.24	23.16
1 inch	3,000	13.92	9.24	23.16

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)

\$4.17 per 1,000 gallons

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

\$4.17 per 1,000 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	\$ 112.59	\$ 108.60	\$ 221.19
1-1/2 inch	39,000	162.63	108.60	271.23
2 inch	63,000	262.71	173.73	436.44
3 inch	120,000	500.40	325.77	826.17
4 inch	198,000	825.66	542.88	1,368.54
6 inch	390,000	1,626.30	1,085.76	2,712.06
8 inch	630,000	2,627.10	1,737.18	4,364.28
10 inch	900,000	3,753.00	2,497.26	6,250.26
12 inch	1,230,000	5,129.10	4,668.72	9,797.82
20 inch	2,820,000	11,759.40	20,092.83	31,852.23
24 inch	3,840,000	16,012.80	40,576.68	56,589.48

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	\$ 37.53	\$ 36.20	\$ 73.73
1-1/2 inch	13,000	54.21	36.20	90.41
2 inch	21,000	87.57	57.91	145.48
3 inch	40,000	166.80	108.59	275.39
4 inch	66,000	275.22	180.96	456.18
6 inch	130,000	542.10	361.92	904.02
8 inch	210,000	875.70	579.06	1,454.76
10 inch	300,000	1,251.00	832.42	2,083.42
12 inch	410,000	1,709.70	1,556.24	3,265.94
20 inch	940,000	3,919.80	6,697.61	10,617.41
24 inch	1,280,000	5,337.60	13,525.56	18,863.16

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)

\$ 3.64 per 1,000 gallons

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

\$ 3.64 per 1,000 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	\$ 98.28	\$ 108.60	\$ 206.88
1-1/2 inch	39,000	141.96	108.60	250.56
2 inch	63,000	229.32	173.73	403.05
3 inch	120,000	436.80	325.77	762.57
4 inch	198,000	720.72	542.88	1,263.60
6 inch	390,000	1,419.60	1,085.76	2,505.36
8 inch	630,000	2,293.20	1,737.18	4,030.38
10 inch	900,000	3,276.00	2,497.26	5,773.26
12 inch	1,230,000	4,477.20	4,668.72	9,145.92
20 inch	2,820,000	10,264.80	20,092.83	30,357.63
24 inch	3,840,000	13,977.60	40,576.68	54,554.28

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	\$ 32.76	\$ 36.20	\$ 68.96
1-1/2 inch	13,000	47.32	36.20	83.52
2 inch	21,000	76.44	57.91	134.35
3 inch	40,000	145.60	108.59	254.19
4 inch	66,000	240.24	180.96	421.20
6 inch	130,000	473.20	361.92	835.12
8 inch	210,000	764.40	579.06	1,343.46
10 inch	300,000	1,092.00	832.42	1,924.42
12 inch	410,000	1,492.40	1,556.24	3,048.64
20 inch	940,000	3,421.60	6,697.61	10,119.21
24 inch	1,280,000	4,659.20	13,525.56	18,184.76

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:

\$4.64 per 1,000 gallons. A minimum charge of \$232.00 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 ORIGATION 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.

Sandra Quinlan

From: Board Clerk
Sent: Tuesday, November 21, 2023 11:30 AM
To: Sandra Quinlan
Cc: Board Clerk
Subject: Fwd: Resignation - Bowen

Hi Sandy,
Here is the email from Dave Bowen regarding his resignation.
Thanks.
Jennifer

Get [Outlook for Android](#)

From: Board Clerk <boardclerk@townofboston.com>
Sent: Sunday, November 5, 2023 3:17:53 PM
To: Dave Bowen <mdavebowen>
Cc: Board Clerk <boardclerk@townofboston.com>
Subject: RE: Resignation - Bowen

Thank you.

From: Dave Bowen <mdavebowen>
Sent: Saturday, November 4, 2023 1:08 AM
To: Board Clerk <boardclerk@townofboston.com>
Subject: Re: Resignation - Bowen

Jennifer:

I stated intention to resign, as required, upon move from Boston. 11/3/23 @ 1:30pm we closed on purchase of another non-Boston residence.

Respectfully:

On Thu, Nov 2, 2023, 6:47 PM Board Clerk <boardclerk@townofboston.com> wrote:

Good evening David,

I am following up regarding the request to resign from the Town of Boston Planning Board.
Can you respond either to this email or submit a letter confirming this request?
This would be greatly appreciated.
Thank you.
Jennifer

From: Board Clerk <boardclerk@townofboston.com>
Sent: Saturday, September 9, 2023 1:10 PM

To: David Bowen <mdavebowen>
Cc: Board Clerk <boardclerk@townofboston.com>
Subject: Resignation - Bowen

Hi Dave,

Hope you are doing well.

It was mentioned at the last meeting that you are stepping down from being a Town of Boston Planning Board member.

Could you submit a letter of resignation with an effective date for the file?

Greatly appreciated.

Jennifer

Thank you,



Jennifer Cavarello
Board Clerk / Town of Boston



Smart Meter Upgrade Program

Lancaster Division



Upgrading homes and businesses in the Lancaster Division with smart meters

What: We will begin upgrading existing meters in the Lancaster Division with smart meters. These upgrades were approved by the New York Public Service Commission in November 2020. Smart meters use digital technology to measure detailed energy use and send that usage information back to NYSEG.

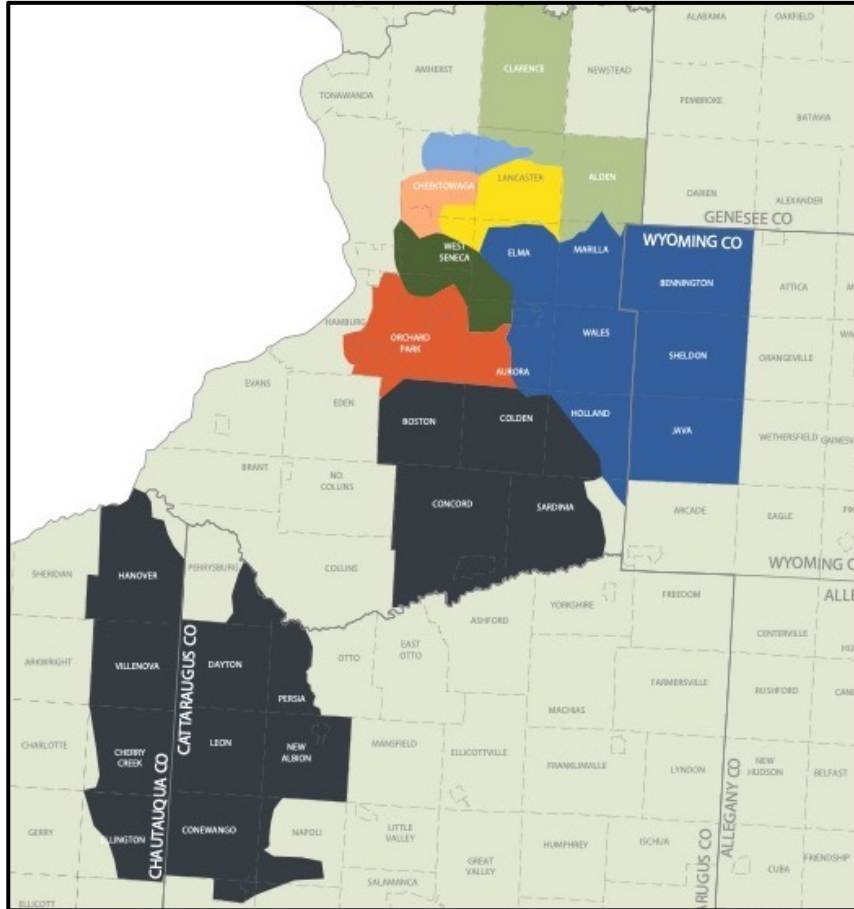
Why: Smart meters provide many important functions that were not previously possible. Our communications network and smart meters enable two-way communication that improves convenience, provides tools to understand and manage energy usage and unlocks potential.



Upgrading homes and businesses in the Lancaster Division with smart meters

Installation Schedule

-  Phase 1
-  Phase 2
-  Phase 3
-  Phase 4
-  Phase 5
-  Phase 6
-  Phase 7
-  Phase 8



When: NYSEG will begin upgrading existing meters in the Lancaster area with smart meters. These installations are scheduled to begin winter 2024 and expected to continue through fall 2024.

Where: Installations will occur throughout NYSEG's Lancaster Division. This includes portions of Erie, Wyoming, Chautauqua and Cattaraugus counties.

Installation: What customers can expect

Electric meter replacements

NYSEG's authorized contract partner, Grid One Solutions, will be replacing meters. They will be carrying a photo ID, and their vehicles will display the NYSEG logo. Meter upgrades and replacements take just a matter of minutes and involve the following:

- Removal of the old meter and inspection of the meter box
- Installation of the new meter
- Documenting both old and new meter numbers and readings
- Service will be briefly interrupted

Customer preparation:

Please have the area around the meter clear to provide sufficient space for the technician to work safely. If a customer's meter is located indoors, the technician will require access to the meter.



Installation: What customers can expect



1 Mail notification

Customers receive a postcard before installations in their neighborhood.



2 Phone notification

Customers receive an automated phone call 1-2 days before installation.



3 Installation field visit

A technician visits the customer to install smart meter.



4 Successful installation

A doorhanger is left to let the customer know the installation is complete.



5 That's it!

Installation: What customers can expect

Installation Video

Go to the following video link to see what customers can expect for their smart meter installation – nyseg.com/installation



Installation: What customers can expect

If a customer is having an electric meter replaced, will they be told when their electricity service will be interrupted?

Our installers will attempt to notify residents that they will be starting the installation process. If they can't be reached, we will leave a door hanger confirming the new smart meter has been installed.

For larger commercial customers, we will attempt to schedule appointments to minimize any impact on their operations. If necessary, this can include early mornings or weekends.

Where can customers find out more information?

Fact sheets, FAQs and other information about smart meters and the installation process can be found at nyseg.com/smartmeters.



Installation: What customers can expect



NYSEG
An AVANGRID Company
P.O. Box 5240
Binghamton, NY 13902-5240

We will be upgrading your meter(s) at:

Presorted
First-Class Mail
US Postage
PAID
Belmar, NJ
Permit No. 435

Get ready for a fast, easy installation. In the coming weeks, our authorized contractor partner, Grid One Solutions, will be installing smart meters in your neighborhood. The installation process will take just minutes, and your power may be briefly interrupted.

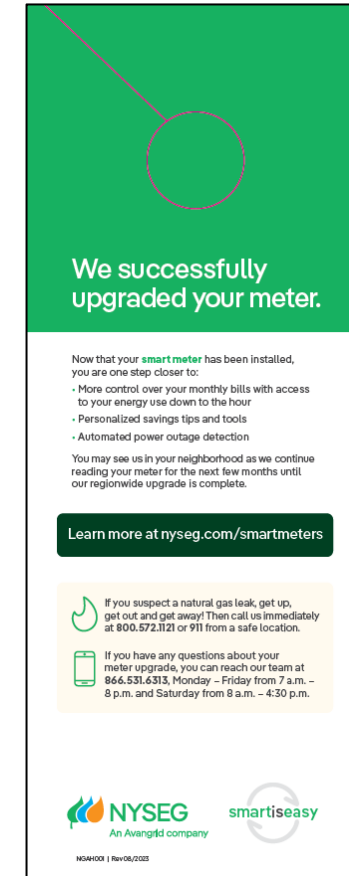
NGAD002 | Rev 05/23

Your smart meter is coming soon.

We'll knock when we arrive, but you don't need to be present for your upgrade unless your meter is inside or difficult to access. For your safety, all Grid One vehicles are marked with our logos for easy identification, and all Grid One employees will have photo identification verifying they are an authorized contractor for NYSEG.

Learn more about smart meters at nyseg.com/installation






We successfully upgraded your meter.


Now that your **smart meter** has been installed, you are one step closer to:


- More control over your monthly bills with access to your energy use down to the hour
- Personalized savings tips and tools
- Automated power outage detection


You may see us in your neighborhood as we continue reading your meter for the next few months until our regionwide upgrade is complete.

[Learn more at nyseg.com/smartmeters](https://nyseg.com/smartmeters)

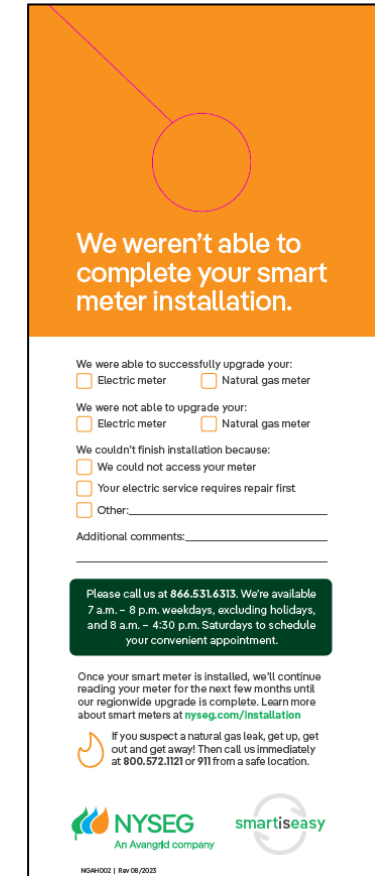
 If you suspect a natural gas leak, get up, get out and get away! Then call us immediately at 800.572.1121 or 911 from a safe location.

 If you have any questions about your meter upgrade, you can reach our team at 866.531.6313, Monday – Friday from 7 a.m. – 8 p.m. and Saturday from 8 a.m. – 4:30 p.m.

 **NYSEG**
An Avangrid company

 **smartiseasy**

NGAD002 | Rev 06/2023



We weren't able to complete your smart meter installation.

We were able to successfully upgrade your:

☐ Electric meter ☐ Natural gas meter

We were not able to upgrade your:

☐ Electric meter ☐ Natural gas meter

We couldn't finish installation because:

☐ We could not access your meter


☐ Your electric service requires repair first


☐ Other: _____


Additional comments: _____

Please call us at 866.531.6313. We're available 7 a.m. – 8 p.m. weekdays, excluding holidays, and 8 a.m. – 4:30 p.m. Saturdays to schedule your convenient appointment.

Once your smart meter is installed, we'll continue reading your meter for the next few months until our regionwide upgrade is complete. Learn more about smart meters at nyseg.com/installation

 If you suspect a natural gas leak, get up, get out and get away! Then call us immediately at 800.572.1121 or 911 from a safe location.

 **NYSEG**
An Avangrid company

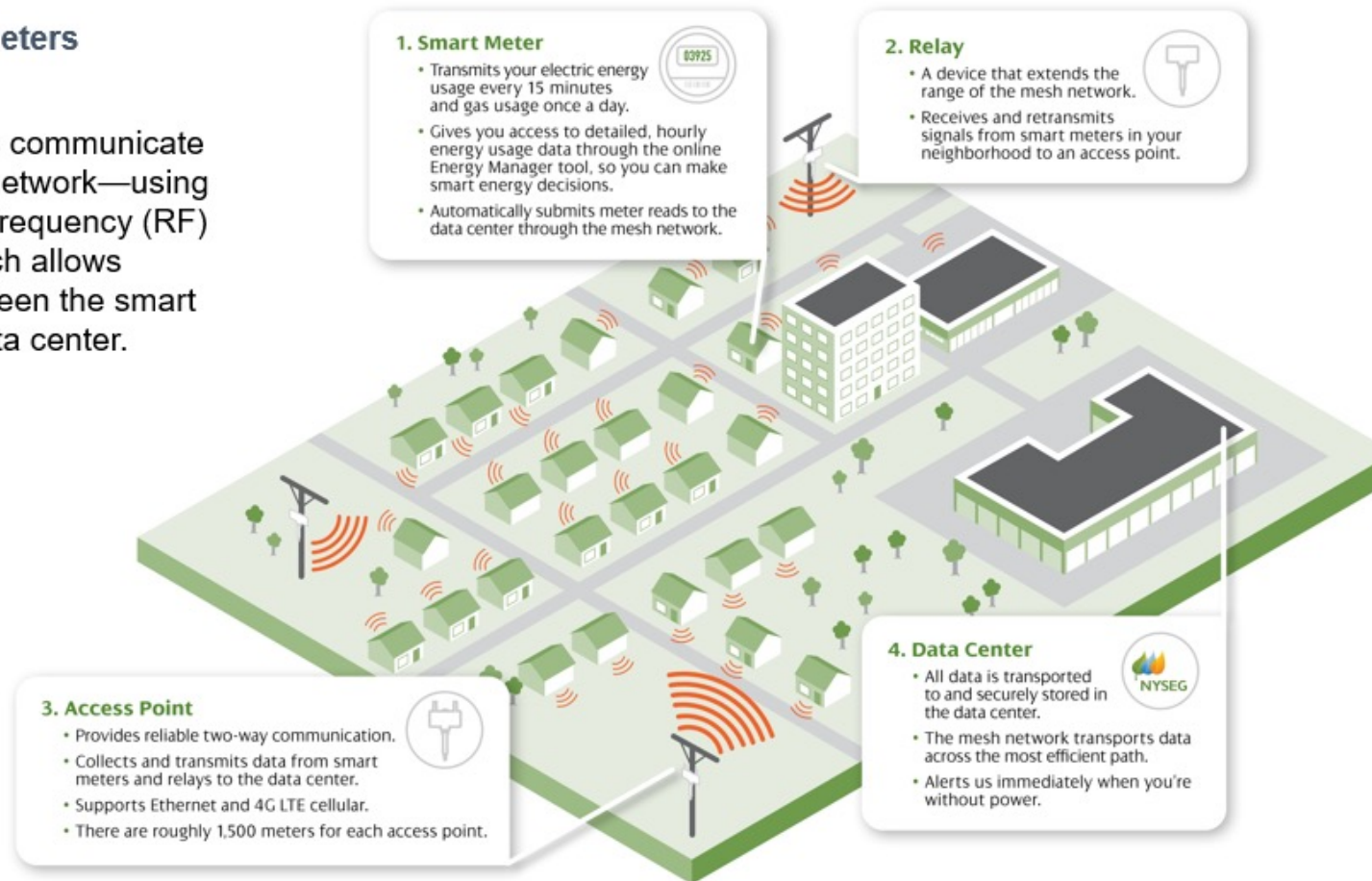
 **smartiseasy**

NGAD002 | Rev 06/2023

Mesh Network

How do smart meters communicate?

Our smart meters communicate through a mesh network—using low-power radio-frequency (RF) technology—which allows connectivity between the smart meter and the data center.



Smart meter benefits

- **Fewer estimates** — Smart meters measure detailed hourly energy use so monthly bills are based on actual energy use.
 - **No more customer reads** — If customers provide a meter reading on the months we estimate or have an indoor or difficult-to-access meter, they won't need to provide a meter reading. A smart meter does it automatically.
 - **Fewer onsite visits** — Smart meters send meter readings automatically, reducing the need for visits to homes and businesses for regular readings.
 - **Faster outage response** — Two-way communication allows for faster diagnosis and quicker response by pinpointing outages based on smart meter status.
 - **Makes moving even easier** — With faster access to customers' electricity service when they need it and stopping service when they don't.
 - **Energy Manager** — Energy Manager provides personalized recommendations and hourly energy use, so you can better understand and control your energy use.
-

Open House Outreach

To reach a wide variety of people and address questions from curious individuals and concerned citizens, NYSEG will hold open house-style information sessions.

Open House Outreach

To reach a wide variety of people and address questions from curious individuals and concerned citizens, NYSEG will hold open house-style information sessions.

Town of Cheektowaga Senior Citizen Center

3349 Broadway Street, Cheektowaga – November 15, 5:00-7:00 p.m.

Clarence Public Library

3 Town Place, Clarence – November 16, 5:00-7:00 p.m.

▮▮ Lancaster Division: Open house approach

Open houses will be held in the Lancaster Division prior to and during the installation period.

- **Open house format** — Guests will be invited to show up anytime during a specified window of time.
- **Posterboard-focused setup** — Guests will be welcomed at a sign-in table and encouraged to learn more about the project by reviewing handouts and posterboards positioned around the room.
- **Convenient locations** — Preference will be given to large rooms near public transportation. Should the need arise, NYSEG will arrange for interpretation services at the meeting.



Event Participation

To reach a wide variety of stakeholders, NYSEG will participate in area events to engage with the public and provide information on smart meters.

▮▮ Lancaster Division: Event participation

Existing events and presentation opportunities will be used to explain NYSEG's plans, communicate the benefits of smart meters and answer questions in a one-on-one or small-group setting.



Questions

NYSEG is dedicated to meeting the energy needs of our customers and taking steps to build a **smarter energy infrastructure**.









Smart meters use two-way wireless communication to securely enable detailed hourly usage information and meter status, so our customers can **make informed decisions** to get the most out of every energy dollar.

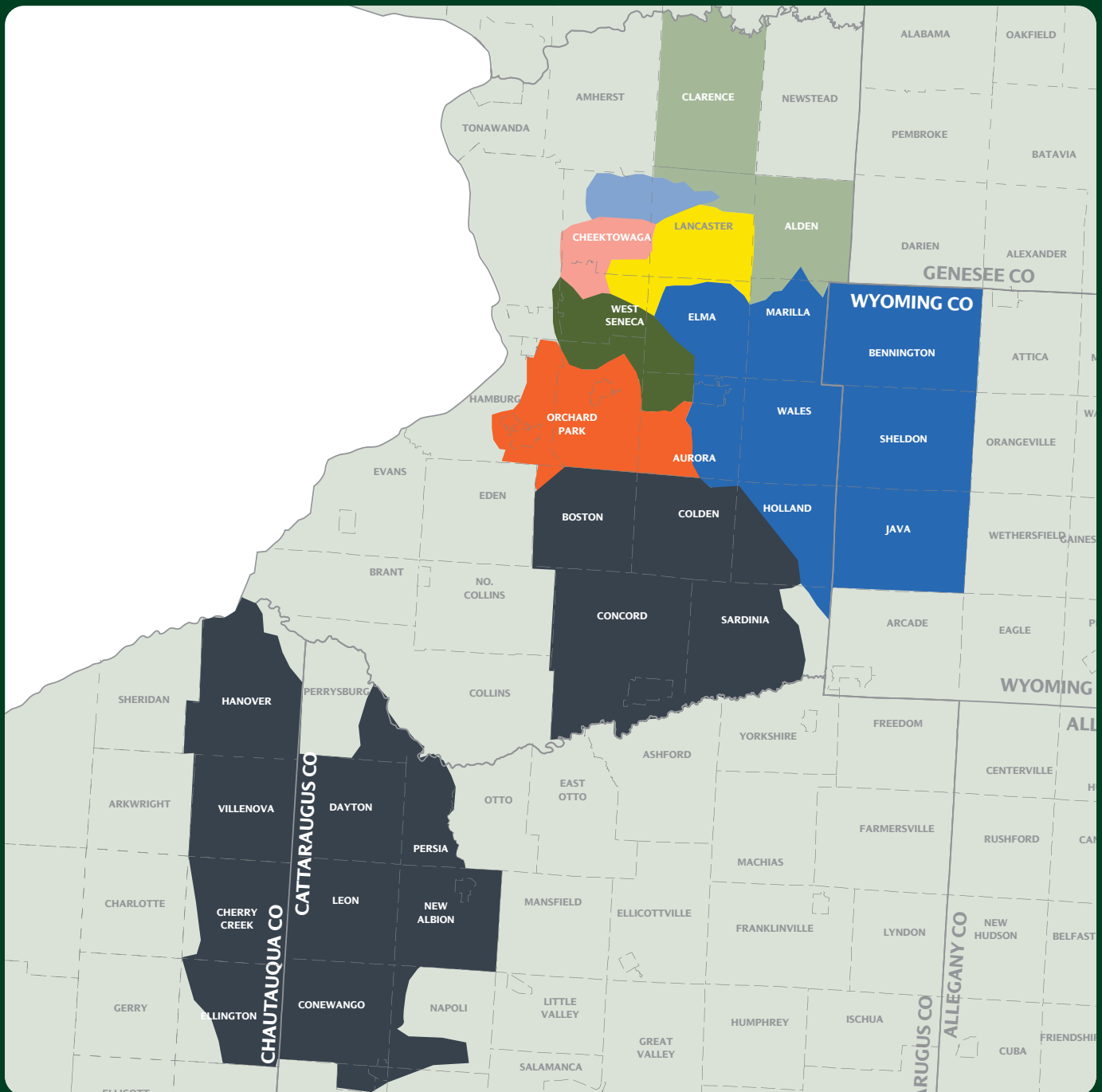
Smart meters offer **convenience, more control and expanded choice** in understanding and managing energy use.

Anticipated smart meter installation schedule

NYSEG will begin upgrading existing meters in the Lancaster area with smart meters. These installations are scheduled to begin early 2024 and expected to continue through fall 2024.

Installation Schedule

	Phase 1		Phase 5
	Phase 2		Phase 6
	Phase 3		Phase 7
	Phase 4		Phase 8



Smart meters frequently asked questions



About smart meters

Q: What is a smart meter?

A: A smart meter is an electric meter and/or natural gas meter module with two-way wireless communications between the meter and our systems. The smart meter will securely transmit energy use and meter status data to us automatically, which enables monthly bills to be based on actual use, faster response if you experience a power outage and better control over your energy bills.

Q: What are the benefits of smart meters?

A: Smart meters enable many benefits, offering greater convenience, more control and expanded choice in understanding and managing your energy use, including:

- **Fewer estimates** — Smart meters measure hourly energy use so monthly bills are based on your actual energy use each month.
- **No more customer reads** — If you provide a meter reading on the months we estimate or have an indoor or difficult-to-access meter, you don't need to provide a meter reading. A smart meter does it automatically.
- **Fewer onsite visits** — Smart meters send meter readings automatically, reducing the need for visits to homes and businesses.
- **Faster outage response** — Two-way communication allows for faster diagnosis and quicker response by pinpointing outages based on smart meter status.
- **Makes moving even easier** — With faster access to your electricity service when you need it and stopping service when you don't.

Q: When will I get my smart meter?

A: Smart meter upgrades began in 2022 and we expect to complete upgrades in 2025. You'll receive information about your installation as we get closer to installations in your community.

Q: Who will receive a smart meter?

A: All residential and business customers in our service area will receive our new electric standard smart meter and/or natural gas module. Customers in our Energy Smart Community pilot will also receive a new smart meter as we build our new communications network. Some large businesses, such as mandatory hourly pricing (MHP) customers, will keep their existing meters with remote reading currently in place.

Q: Do I need to do anything?

A: If we can access your electric and/or natural gas meter(s), you do not need to be present to have your meter(s) upgraded. If we are unable to complete the upgrade of your meter(s), we will leave a door hanger with contact information during our visit so you can call to schedule a convenient appointment time.

Q: My meter is inside my home or business. Will you move it outside?

A: Our new standard smart meters will replace the existing electric meter, while a module will be added to the existing natural gas meters to enable communication with our network. Meters will remain in the same location.

Q: I have received several communications about scheduling an appointment to install my inside meter. What happens if I do nothing?

A: We'll continue to provide the same reliable, safe delivery of energy to your home or business with your legacy meter. If we're unable to gain access to install our new standard smart meter after several visits, phone calls and mailings to your home, we will automatically enroll you in our opt-out program. A monthly opt-out fee of \$13.47 for NYSEG will be applied to your account. You're welcome to contact us at any time and schedule a convenient appointment time to install the standard smart meter. Once installed, we will discontinue your monthly opt-out fee and you can begin enjoying the benefits offered by your smart meter. This is a required upgrade for businesses.

Q: I don't want a standard smart meter. What options do I have?

A: Smart meters provide many benefits, and we'd encourage you to review some of the information we have available if you still have questions. However, if you are a residential customer and would like to opt out of our new standard smart meters you certainly can. Our monthly opt-out fee if you keep a legacy meter is \$13.47 for NYSEG. You can change your mind at any time and request a smart meter. Once installed, we will discontinue your monthly opt-out fee. Simply contact us at 866.531.6313 if you'd like to opt out. If you are a business customer, this is a required upgrade.

Installation

Q: Who will be performing the meter upgrades and replacements?

A: We've partnered with Grid One Solutions to upgrade and replace meters. Our qualified technicians and experienced contractor partners all carry photo ID, and vehicles are marked with our company logos for easy identification.

Q: When will you be upgrading meters in my neighborhood?

A: You can view our smart meter upgrade map to find out when we'll be in your area. We will mail you a postcard before we plan to begin upgrades in your neighborhood. A few days before your upgrade, we'll also remind you of your upcoming upgrade with an automated phone call.

Q: What does the natural gas meter upgrade process entail?

A: The natural gas meter upgrade process includes:

- An inspection of the existing meter
- An addition of a module that allows for two-way communication with our network
- Completion of required inside line inspection if your gas meter is located inside
- Possible replacement of a small number of gas meters

Q: What does the electric meter replacement process entail?

A: The electric meter replacement process includes:

- Removal of the legacy meter and inspection of the meter box
- Installation of the smart meter
- Documenting both old and new meter numbers and readings

Q: How long will the upgrade/replacement take, and will my service be interrupted?

A: Meter replacement takes just minutes:

- **For gas meter** upgrades, most of the time, service will not be interrupted.
- **For electric meter** replacements, service WILL be briefly interrupted.

Q: What days of the week will installations be performed?

A: We will be completing upgrades:

- Monday through Friday from 8 a.m. to 4 p.m.
- You may also see us some Saturdays.

Q: Will I lose power when my electric meter is upgraded?

A: Yes, electric meter upgrades will include a brief power interruption. We will mail a postcard a few weeks in advance of your meter upgrade and call a few days before your upgrade, so you're able to plan for our visit. When we arrive, we'll knock before beginning the installation. If we don't reach you during our visit, we'll leave a door hanger confirming your smart meter has been installed. For some larger commercial customers, we may attempt to schedule appointments to minimize impact on your operation.

Q: What do I need to do to prepare?

A: Please have the area around the meter clear to provide sufficient space for our technician to work safely. If you have a pet, please make sure to secure them away from the meter in a separate area of your home. If your meter is located indoors or is not easily accessible, our technician will require access to it.

Q: What COVID-19 safety protocols do you follow during installation?

A: We provide safe, reliable service to our customers every day, and we continue to take precautions in response to COVID-19 to protect you and our employees.

For your safety and ours, if your meter is located indoors and you're unable to provide access due to illness, let us know when we arrive and we'll take measures to reschedule.

Your safety is our highest priority, and we are committed to providing the service you expect while following appropriate safety measures.

Q: Where can I find out more information?

A: Fact sheets, FAQs, videos and other information about smart meters and the upgrade process can be found at nyseg.com/smartmeters.

Understanding energy use

Q: How do I access my energy use information?

A: Our free online tool, Energy Manager, will provide you secure access to your energy use. Simply log into My Account to view your energy use details through Energy Manager. After your smart meter is installed and upgrades are completed in your neighborhood, you'll be able to view energy use day-by-day, hour-by-hour. Don't have a My Account set up yet? Visit nyseg.com/MyAccount to get started. Registering is easy and only takes a few minutes to get set up.

Q: How will smart meters help me understand and manage energy use?

A: Smart meters enable you to view your energy use, which means bills are based on your actual use each month. We've also built new tools that can help you better understand and manage your energy use, including:

- **Energy Manager** — Our online tool connects you with your energy use and customized recommendations to save energy. After your smart meter is installed and upgrades are completed in your area, you'll have access to energy use down to the hour to better understand how you're using energy in your home or business.
- **EnergyTrack Reports** — Delivers a monthly snapshot of your electricity use directly to your inbox, so you can identify trends and make smart adjustments. Update your email address in My Account to make sure you don't miss out!
- **Usage Alerts** — In the future, you'll also be able to sign up to receive Usage Alerts. Similar to our Meter Read and Outage Alerts, you can receive updates about your energy use and costs to better manage changes and plan for monthly energy bills.

Q: How much detail about energy use will be available online?

A: Once a smart meter is installed and upgrades are completed in your area, you will have access to your energy use down to the hour. Plus, you'll be able to view customized savings tips designed for your home or business.

Q: Can smart meters help me save money on energy bills?

A: Yes, smart meters provide access to new tools and resources that can help you make more informed decisions about your energy choices. Knowing when and where you're using energy in your home or business gives you the power to make real-time decisions to determine if there are ways to save and energy options you might want to explore.

Q: Why is my hourly energy use only available after meter upgrades in my area are complete?

A: After we upgrade your smart meter, it takes time to build the communication network that transmits your energy use and meter status. This communication network relies on other smart meters in the network and relay devices, improving as more devices are added. Since we want to provide you useful information and the best experience, it's important that we complete testing to ensure your energy use information is comprehensive from the start. This can take anywhere from a few weeks to months, depending on your specific upgrade area and the number of devices that have already been installed.

Network and data security

Q: Will my energy use data be secure?

A: We take protecting critical infrastructure and the data and information entrusted to us very seriously. We have implemented policies and controls, based on proven security best practices, that specifically address protecting data/information in transit (to and from the meter and our systems) and at rest. Multifactor authentication and strictly enforced password requirements prevent unauthorized access to your information and any equipment in your home or business.

Q: Do you sell customer data to other companies?

A: We do not sell customer data. You will have free access to your data through our online Energy Manager tool. In the future, you will have the option to easily and securely share your energy use data with third parties you authorize who may be able to provide further insights and recommendations that can help you save energy and money.

Health and safety

Q: Are smart meters safe?

A: The low-power radio equipment in our smart meters is certified by the U.S. Federal Communications Commission (FCC), ensuring compliance with appropriate safety standards.¹ A smart meter communicates information about energy use with us by sending very brief radio-frequency (RF) signals. Several familiar devices produce stronger RF fields, including cellular phones, walkie-talkies and cordless phones. Other common household devices that use low-power radio signals include televisions, wireless internet systems, laptop computers, video game consoles and baby monitors.

National and international organizations have developed exposure limits to ensure that these devices can be used safely. These were developed after comprehensive reviews of RF research. The organizations include the Institute of Electrical and Electronics Engineers (IEEE), the International Commission on Nonionizing Radiation Protection (ICNIRP), which is part of the World Health Organization (WHO), the U.S. National Commission on Radiological Protection and Great Britain's Health Protection Agency.² In the U.S., the U.S. Food and Drug Administration (FDA) and the U.S. Federal Communications Commission (FCC) have also developed safety standards. The RF signals from smart meters in typical installations are tens to hundreds of times below levels specified in the FCC regulations and standards as safe for everyday exposure. To learn more about radio technology and safety, visit the Federal Communications Commission website at fcc.gov/oet/rfsafety.

Q: Do smart meters interfere with my other household appliances?

A: The FCC regulates all electronics to prevent one type of electronic equipment from interfering with other electronic and wireless devices that operate in the same frequency band. If you do experience interference, here are some tips that may help resolve the issue:

- **Location** — Separating interfering devices usually reduces interference, so make sure the wireless device is located as far from the smart meter as possible. Also, adjust the position of the antenna on the device, if possible, and move the wireless device away from any walls that may absorb the signal.
- **Frequency** — In some instances, changing the operating frequency of your wireless devices will eliminate interference. For wireless-enabled internet routers, a change to either channel one or channel 11 is often effective.
- **Manufacturer installation instructions** — Check to ensure that your wireless device or devices have been installed according to the manufacturer's instructions. Some manufacturers may recommend using a surge-protection device.

Q: Is a smart meter safe for homes with older wiring?

A: A smart meter does not impose any additional burden to the existing meter enclosure or house wiring. The meter installer has been trained to inspect your meter enclosure for any potential equipment concerns. This process could potentially uncover problems that otherwise would go unnoticed. This step was incorporated into our installation process as a safety precaution for you and our installers.

Other information

Q: Do I still call you if I experience a power outage?

A: Yes, you can still report a power outage via our website, automated phone system or mobile app. Reports of outages provide useful information to help us respond quickly and efficiently.

Q: Are smart meters susceptible to damage from severe weather?

A: Smart meters are no more susceptible to damage from extreme weather conditions than legacy meters or any piece of outdoor equipment. However, with the daily communications from the smart meters, we are able to detect any meter issues promptly.

Q: Who owns the electric and/or natural gas meter on my house or business?

A: We own the electric meter and the electric line attachment at the building to the pole. We own the natural gas meter and natural gas pipe that runs to the meter. The property owner owns the meter enclosure box, electric line attachment at the building, and all of the electric wiring and/or natural gas piping in their home or business.

Other information (continued)

Q: Can you turn my energy service off and on without sending a truck to my home or business?

A: Yes, for nearly all of our customers, smart meters will allow us to turn electric service on and off using this technology in the future. Normal collection procedures will not change. For your safety, we require the main breaker be turned off prior to any reconnection of service. Electric appliances that may have been left on will resume operation once the electric service is turned on. Natural gas service will still require a visit to the property to turn the service on and off. A natural gas turn-on also requires access to relight at least one natural gas appliance and perform a safety check.

Q: Will my rate change with a new smart meter?

A: No, your pricing option will remain the same as today and you will continue to be billed on the same rate. For example if you have a time-of-use service, you can still take advantage of off-peak hours.

Q: My utility installed a special meter because I have solar panels. Will the new smart meter still work for me?

A: Yes. Our smart meters are built with the latest technology and have all of the features of your old meter and much more. The bidirectional capability you have now will be automatically programmed into your new meter.

Q: If I'm behind on my bills, will you turn off my energy service without notice?

A: No, we'll continue to follow the same procedures we do today. We bill energy use based on an actual, customer or estimated reading for the previous month and provide 23 days for payment. If you miss a payment, we'll mail you a notice to remind you of the overdue payment and when you might be at risk of interruption if payment is not received.

Q: I have a smart thermostat. Will you use the smart meter to adjust the settings on my thermostat or control any other appliances in my house?

A: Smart meters can record only the whole house energy use, they cannot control individual appliances. If you have a Wi-Fi-enabled thermostat and have signed up for our Smart Savings Rewards program, we would adjust your thermostat during events the same way we do today.

Q: I'm billed every other month currently. Will a smart meter impact my billing?

A: Yes, you will see a change from bimonthly bills to monthly bills after your smart meter is installed and upgrades are complete in your neighborhood. Your smart meter enables monthly actual meter readings, and you will see this change if you're currently billed on a demand rate, have a NYSEG seasonal rate or other type of rate where bills are sent every other month.

Q: I'm enrolled in meter read alerts currently. Will you automatically remove me from this program after my smart meter is installed?

A: Yes, after your smart meter is installed and we've completed upgrades in your area we will remove you from our meter-reading program. You can also update your preferences at any time by visiting nyseg.com/MyAccount to update the alerts you'd like to receive.

Q: My meter currently turns my water heater or heating system on and off to take advantage of off-peak times. Will I see any changes with a smart meter?

A: Yes, your meter can no longer manage appliances with a timer. However, our qualified installers will work with you to install an appropriate timer so that you can continue to take advantage of off-peak times with your larger electric appliances.

¹The term "standards" refers to exposure limits recommended by scientific or health organizations that have reviewed and evaluated the relevant scientific research.

²The organization now includes the National Radiological Protection Board in the U.K. that formerly had responsibility for providing information and recommendations about radio-frequency fields and electromagnetic fields at other frequencies, as well as ionizing radiation sources.



JASON A. KEDING
Supervisor

MICHAEL A. CARTECHINE
JENNIFER L. LUCACHIK
KELLY L. MARTIN
KATHLEEN SELBY
Town Board

SANDRA L. QUINLAN
Town Clerk -Tax Collector

ROBERT J. TELAAK
Highway Supt.

DEBRA K. BENDER
KYLE CALABRESE
Town Justice

SEAN W. COSTELLO
Town Attorney

LAURIE BAKER
Prosecutor

THELMA HORNBERGER
Assessor

THOMAS C. MURPHY
Code Enforcement Officer

TOWN HALL
(716) 941-6113
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(716) 941-6518

TOWN COURT
(716) 941-6115
Fax (716) 941-5169

HIGHWAY GARAGE
(716) 941-5869
Fax (716) 941-3677

NUTRITION PROGRAM
(716) 941-5773



TOWN OF BOSTON

November 30, 2023

TO: Town Board Members, Town Clerk Quinlan

The individuals listed on the next page have outstanding items in regards to the New York State mandated compliance training and documentation for 2023. Please have department heads work with their team to complete this training prior to the December 31st deadline.

As December draws to a close, I anticipate some individuals on this list will complete their training. I will provide an updated report in January.

Sincerely,

Allison Koczur
Executive Assistant to Supervisor
supervisor@townofboston.com
716-941-6518

8500 Boston State Road Boston, New York 14025-9848

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, or at any USDA office, or call 1-866-632-9992 to request the form. You may also write a letter containing all 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 or fax 202-690-7442 or e-mail at program.intake@usda.gov.



TOWN OF BOSTON

Name	Department	Bloodborne Pathogens	Right-to-Know	Workplace Violence	Harassment & Discrimination	HAZWOPER (HWY only)
Laurie Baker	Justice Court					N/A
Hon. Debra Bender	Justice Court					N/A
William Dzierzannowski	Highway					
Pat Francis	Facilities					N/A
Patty Hice	Nutrition					N/A
Thelma Hornberger	Assessor				Completed	N/A
Jennifer Lucachik	Town Board				Completed	N/A
Linda Sherry	Dog Control	Completed	Completed	Completed	Completed	N/A
Ken Telaak	Highway					
Matt Whiting	Emergency Mgmt.					



TOWN OF BOSTON

Name	Department	Bloodborne Pathogens	Right-to-Know	Workplace Violence	Harassment & Discrimination
Sharon Stuart	Conservation Advisory Council				
Pamela Zylinski	Conservation Advisory Council	Completed			Completed
Elizabeth Schutt	Planning Board				
Gary Stisser	Planning Board				
Dr. Paul Ziarnowski	Planning Board				
Robert Ballard	Zoning Board of Appeals				
Mike Flattery	Zoning Board of Appeals		Completed	Completed	Completed
David May	Zoning Board of Appeals				Completed

Town of Boston
Income Statement: 2023
For the Period Ending 10/31/23

General					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenues</i>					
A00-1001-0000-0000	REAL PROPERTY TAXES	\$ 164,464	\$ 164,464	\$ 164,464	100.00%
A00-1030-0000-0000	SPECIAL ASSESSMENTS	1,440	1,440	1,443	100.20%
A00-1090-0000-0000	INT. & PENALTIES REAL PROP.TAX	12,200	12,200	23,053	188.96%
A00-1120-0000-0000	NONPROPERTY TAX DISTRIB BY CTY	925,000	925,000	723,416	78.21%
A00-1170-0000-0000	FRANCHISES	120,000	120,000	62,300	51.92%
A00-1255-0000-0000	CLERK FEES	3,200	3,200	3,190	99.67%
A00-1550-0000-0000	DOG CONTROL FEES	150	150	150	100.00%
A00-1972-0000-0000	PROGRAM FOR AGING	700	700	808	115.43%
A00-2001-0000-0000	PARK & RECREATION INCOME	7,000	7,000	4,340	62.00%
A00-2025-0000-0000	SPECIAL RECREATIONAL FACILITY	1,000	1,000	900	90.00%
A00-2089-0000-0000	CULTURAL & REC INCOME	-	-	-	100.00%
A00-2110-0000-0000	ZONING INCOME	2,500	2,500	2,000	80.00%
A00-2401-0000-0000	INTEREST AND EARNINGS	8,000	8,000	77,082	963.53%
A00-2410-0000-0000	RENT / REAL PROP INCOME	88,800	88,800	66,600	75.00%
A00-2420-0000-0000	NATURAL GAS LEASES & ROYALTIES	500	500	512	102.32%
A00-2530-0000-0000	GAMES OF CHANCE INCOME	-	-	292	100.00%
A00-2544-0000-0000	DOG LICENSES	4,100	4,100	4,518	110.20%
A00-2545-0000-0000	LICENSES- OTHER	300	300	300	100.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	18,200	18,200	31,824	174.86%
A00-2590-0000-0000	OTHER PERMIT INCOME	2,500	2,500	470	18.80%
A00-2610-0000-0000	FINES/FORFEITED BAIL	165,000	165,000	141,500	85.76%
A00-2665-0000-0000	SALE OF EQUIPMENT	-	-	6,700	100.00%
A00-2680-0000-0000	INSURANCE RECOVERIES	-	4,657	4,656	99.99%
A00-2701-0000-0000	REFUND-PRIOR YR EXPENDITURE	-	-	1,427	100.00%
A00-2705-0000-0000	GIFTS AND DONATIONS	-	-	-	100.00%
A00-2750-0000-0000	AIM-RELATED PAYMENTS	-	-	-	100.00%
A00-2770-0000-0000	OTHER UNCLASSIFIED REVENUES	-	-	-	100.00%
A00-3001-0000-0000	STATE AID - PER CAPITA	49,689	49,689	49,689	100.00%
A00-3005-0000-0000	STATE AID - MORTGAGE TAX	215,000	215,000	68,116	31.68%
A00-3089-0000-0000	STATE AID- OTHER	5,000	5,000	900	18.00%
A00-3809-0000-0000	GEN GOV'T GRANTS	-	7,200	7,200	100.00%
A00-3897-0000-0000	CULTURAL GRANTS	-	4,000	5,000	125.00%
A00-3960-0000-0000	STATE AID EMERGENCY DISASTER	-	-	-	100.00%
A00-4089-0000-0000	FEDERAL AID-OTHER	-	-	249,889	100.00%
A00-4489-0000-0000	FEDERAL AID, OTHER HEALTH	-	-	-	100.00%
A00-4910-1000-0000	FEDERAL AID - COMMUNITY DEVELOPMENT BLOCK GRANT	-	-	-	100.00%
A00-4960-0000-0000	FEDERAL AID EMERGENCY DISASTER	-	-	-	100.00%
		\$ 1,794,743	\$ 1,810,600	\$ 1,702,739	
<i>Expenditures</i>					
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 36,400	\$ 36,400	\$ 30,333	83.33%
A00-1010-4000-0000	TOWN BD-CONTR	4,000	4,000	1,905	47.62%
A00-1110-1000-0000	TOWN JUSTICE- PER SVC	123,314	123,314	103,582	84.00%
A00-1110-2000-0000	JUSTICE - EQUIP	1,000	10,900	10,056	92.26%
A00-1110-4000-0000	TOWN JUSTICE-CONTR	5,700	5,700	4,712	82.67%
A00-1220-0100-0000	SUPERVISOR- PER SVC	142,431	142,431	120,431	84.55%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	-	0.00%
A00-1220-0400-0000	SUPERVISOR- CONTR	5,000	5,000	3,855	77.09%
A00-1320-0402-0000	SPECIAL AUDITS	20,000	20,000	2,925	14.63%
A00-1321-0400-0000	ACCOUNTANT-CONTRACTUAL	5,000	5,000	2,050	41.00%
A00-1321-0401-0000	ACCOUNTING FEES	5,000	5,000	2,329	46.59%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,786	3,786	3,204	84.62%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	73,077	73,077	42,479	58.13%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,000	-	0.00%
A00-1355-0401-0000	ASSESSOR- CONTR	4,255	4,255	3,500	82.26%
A00-1380-0400-0000	FISCAL AGENT- CONTRACT	10,000	10,000	5,398	53.98%
A00-1410-0100-0000	TOWN CLERK- PER SVC	111,379	111,379	90,454	81.21%
A00-1410-0200-0000	TOWN CLERK- EQUIP	1,000	1,000	-	0.00%
A00-1410-0401-0000	TOWN CLERK- CONTR	4,000	4,000	1,236	30.91%
A00-1420-0100-0000	TOWN ATTORNEY- PER SVC	17,527	17,527	14,606	83.33%
A00-1420-0401-0000	ATTORNEY- CONTR	47,414	47,414	14,610	30.81%
A00-1430-4000-0000	PERSONNEL- CONTR	6,500	6,500	5,500	84.62%
A00-1440-0400-0000	ENGINEER- CONTR	50,000	61,500	19,300	31.38%
A00-1460-0100-0000	RECORDS MGT- PER SVC	250	250	-	0.00%
A00-1460-0200-0000	RECORDS MGT- EQUIP	8,600	8,600	-	0.00%
A00-1460-0401-0000	RECORDS MGT- CONTR	1,000	1,000	450	45.01%
A00-1620-0101-0000	BUILDINGS-PER SVC	29,101	29,101	17,045	58.57%
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	45,500	22,687	49.86%
A00-1620-0400-0000	BUILDINGS- CONTR	95,000	95,000	60,093	63.26%
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	10,000	10,000	5,490	54.90%
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	8,000	8,000	4,512	56.40%
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	12,000	12,000	7,164	59.70%
A00-1650-0200-0000	CENTR COMM- EQUIP	10,000	7,300	5,073	69.50%
A00-1650-0400-0000	CENT COMMUNICATIONS- CONTR	35,000	35,000	26,999	77.14%
A00-1670-0200-0000	CENT PRINT/MAIL- EQUIP	-	4,500	4,500	100.00%
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	17,000	17,000	17,579	103.40%
A00-1910-0000-0000	UNALLOCATED INSURANCE	77,000	83,000	80,818	97.37%
A00-1920-0000-0000	MUNICIPAL ASSOCIATION DUES	4,200	4,200	2,350	55.95%
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	550	550	213	38.73%
A00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	4,100	4,100	4,016	97.95%
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	17,700	17,700	14,400	81.36%
A00-1990-0000-0000	CONTINGENT ACCOUNT	10,000	2,059	-	0.00%
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	6,000	6,000	4,445	74.08%

A00-3510-0100-0000	DOG CONTROL- PER SVC	14,255	14,255	11,879	83.33%
A00-3510-0200-0000	DOG CONTROL- EQUIP	1,000	1,000	-	0.00%
A00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	2,228	111.38%
A00-3620-0100-0000	SAFETY INSPECT-PER SVC	88,040	88,040	66,663	75.72%
A00-3620-0200-0000	SAFETY INSPECT- EQUIP	2,000	2,000	249	12.45%
A00-3620-0400-0000	SAFETY INSPECT- CONTR	7,000	7,000	3,134	44.77%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	94,563	94,563	79,351	83.91%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	5,000	5,200	2,488	47.85%
A00-5132-0400-0000	GARAGE-CONTR	26,000	26,018	17,631	67.76%
A00-5182-0400-0000	STREET LIGHTING-CONTR	25,000	29,657	17,982	60.63%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	34,075	34,075	25,380	74.48%
A00-6772-0200-0000	NUTRITION EQUIPMENT & CHAIRS	1,000	1,000	-	0.00%
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	7,500	7,500	10,004	133.38%
A00-7110-0100-0000	PARKS- PER SVC	131,905	131,905	88,750	67.28%
A00-7110-0201-0000	EQUIPMENT	1,200	58,014	56,814	97.93%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	13,988	55.95%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,704	2,704	2,288	84.62%
A00-7270-0400-0000	BAND CONCERTS- CONTR	6,000	10,000	6,276	62.76%
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	75,000	75,000	75,000	100.00%
A00-7510-0100-0000	TOWN HISTORIAN-PER SVC	3,840	3,840	3,200	83.33%
A00-7510-0401-0000	HISTORIAN- CONTR	525	525	300	57.18%
A00-7520-0400-0000	HISTORIAN PROP-CONTR	3,000	3,000	-	0.00%
A00-7550-0400-0000	CELEBRATIONS- CONTR	20,000	20,000	13,335	66.68%
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	14,000	14,000	11,336	80.97%
A00-7620-0402-0000	ADULT REC- BOS YOUNG @ HEART	14,000	14,000	11,627	83.05%
A00-7989-0400-0000	OTHER CULTURE/REC- CONTR	2,000	2,000	1,000	50.00%
A00-8010-0100-0000	ZONING- PER SVC	8,157	8,157	1,465	17.97%
A00-8010-0400-0000	ZONING-CONTR	9,000	9,000	652	7.24%
A00-8020-0100-0000	PLANNING-PER SVC	5,691	5,691	1,484	26.08%
A00-8020-0400-0000	PLANNING- CONTR	6,000	6,000	7,247	120.78%
A00-8410-0200-0000	ELECTRIC & POWER - EQUIP	5,000	5,000	-	0.00%
A00-8510-0400-0000	COMMUNITY BEAUTIFICATION-CONTR	250	250	-	0.00%
A00-8540-0400-0000	DRAINAGE-CONTR	10,000	10,000	-	0.00%
A00-8710-0100-0000	CONSERVATION-PER SVC	3,035	3,035	446	14.69%
A00-8710-0400-0000	CONSERVATION- CONTR	6,560	7,560	2,970	39.29%
A00-8745-0400-0000	FLOOD & EROSION CONTROL-CONTRA	10,000	10,000	-	0.00%
A00-8810-0100-0000	CEMETERY- PER SVC.	300	300	-	0.00%
A00-8810-0400-0000	CEMETERY-CONTRACTUAL	600	600	-	0.00%
A00-8989-0200-0000	OTHER HOME/COM SVC - EQUIP	85,000	92,941	-	0.00%
A00-8989-0400-0000	OTHER HOME/COM SVC-CONTR	65,000	65,000	-	0.00%
A00-9010-0800-0000	STATE RETIREMENT	85,000	85,000	18,036	21.22%
A00-9030-0800-0000	SOCIAL SECURITY	72,000	72,000	53,991	74.99%
A00-9040-0800-0000	WORKERS' COMPENSATION	14,000	18,000	17,796	98.87%
A00-9050-0800-0000	UNEMPLOYMENT INSURANCE	6,000	6,000	4,683	78.05%
A00-9055-0800-0000	DISABILITY INSURANCE	1,000	1,000	828	82.78%
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	80,000	70,000	48,264	68.95%
A00-9730-0600-0000	BAN PRINCIPAL	45,000	45,000	45,000	100.00%
A00-9730-0700-0000	BAN INTEREST	21,485	21,485	21,485	100.00%
A00-9950-0900-0000	TRANSFERS TO CAPITAL PROJECTS FUND	-	-	340,921	100.00%
		\$ 2,220,959	\$ 2,306,358	\$ 1,846,469	

Highway					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
DB0-1001-0000-0000	REAL PROPERTY TAX	\$ 853,332	\$ 853,332	\$ 853,332	100.00%
DB0-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY	275,000	275,000	275,000	100.00%
DB0-2401-0000-0000	INTEREST AND EARNINGS	3,000	3,000	40,889	1362.97%
DB0-2650-0000-0000	SALE OF SCRAP	-	-	-	100.00%
DB0-2665-0000-0000	SALE OF EQUIPMENT	-	-	72,200	100.00%
DB0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
DB0-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES	-	-	-	100.00%
DB0-2709-0000-0000	EMPLOYEES CONTRIBUTIONS	-	-	-	100.00%
DB0-2770-0000-0000	OTHER UNCLASSIFIED	-	-	-	100.00%
DB0-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS	2,000	2,000	1,447	72.36%
DB0-2801-0000-0000	INTERFUND REVENUES	65,000	65,000	-	0.00%
DB0-3501-0000-0000	STATE AID	178,952	178,952	-	0.00%
		\$ 1,377,284	\$ 1,377,284	\$ 1,242,868	
<i>Expenditure</i>					
DB0-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 51	\$ 51	\$ 51	99.94%
DB0-5110-0100-0000	GENERAL REPAIRS-PER SVC	216,487	216,487	206,435	95.36%
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	203,647	341,214	167.55%
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	67,000	67,000	18,286	27.29%
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	30,000	30,000	19,254	64.18%
DB0-5112-0200-0000	CAPITAL OUTLAY	178,952	178,952	5,989	3.35%
DB0-5130-0200-0000	MACHINERY- EQUIPMENT	185,500	242,314	56,814	23.45%
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	70,000	70,386	46,987	66.76%
DB0-5140-0100-0000	BRUSH & WEEDS-PER SVC (General Fund to Reimb)	30,394	30,394	23,187	76.29%
DB0-5140-0101-0000	BRUSH & WEEDS-PER SVC (HWY Right of Way Work)	21,975	21,975	-	0.00%
DB0-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL	5,000	5,000	-	0.00%
DB0-5142-0100-0000	SNOW REMOVAL-PER SVC	183,289	183,289	103,665	56.56%
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	140,695	140,695	52,567	37.36%
DB0-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS	-	-	-	100.00%
DB0-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	-	-	-	100.00%
DB0-9010-0800-0000	STATE RETIREMENT	55,000	55,000	10,593	19.26%
DB0-9030-0800-0000	SOCIAL SECURITY	35,000	35,000	24,896	71.13%
DB0-9040-0800-0000	WORKERS' COMPENSATION	40,000	40,000	37,222	93.05%
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	80,000	80,000	48,769	60.96%
		\$ 1,542,939	\$ 1,600,139	\$ 995,876	

Water #1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HA0-1001-0000-0000	REAL PROPERTY TAX	\$ 115,745	\$ 115,745	\$ 115,745	100.00%
HA0-2401-0000-0000	INTEREST EARNINGS	150	150	3,762	2508.21%
HA0-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
		\$ 115,895	\$ 115,895	\$ 119,507	
<i>Expenditure</i>					
HA0-8340-0400-0000	CONTRACTUAL	\$ 62,071	\$ 62,071	\$ 32,556	52.45%
HA0-9730-0600-0000	BAN'S- PRINCIPAL	43,432	43,432	43,431	100.00%
HA0-9730-0700-0000	BAN'S- INTEREST	10,392	10,392	1,477	14.21%
		\$ 115,895	\$ 115,895	\$ 77,465	

Water #2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HBO-1001-0000-0000	REAL PROPERTY TAX	\$ 51,571	\$ 51,571	\$ 51,571	100.00%
HBO-2401-0000-0000	INTEREST & EARNINGS	150	150	3,044	2029.01%
		\$ 51,721	\$ 51,721	\$ 54,615	
<i>Expenditure</i>					
HBO-8340-0400-0000	CONTRACTUAL	\$ 41,620	\$ 41,620	\$ 13,025	31.29%
HBO-9730-0600-0000	BAN'S - PRINCIPAL	-	-	-	100.00%
HBO-9730-0700-0000	BAN INTEREST	10,101	10,101	-	0.00%
		\$ 51,721	\$ 51,721	\$ 13,025	

Water #3					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HCO-1001-0000-0000	REAL PROPERTY TAX	\$ 259,430	\$ 259,430	\$ 260,106	100.26%
HCO-2401-0000-0000	INTEREST AND EARNINGS	1,000	1,000	21,078	2107.84%
		\$ 260,430	\$ 260,430	\$ 281,184	
<i>Expenditure</i>					
HCO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ -	100.00%
HCO-8340-0400-0000	CONTRACTUAL	17,045	17,045	17,045	100.00%
HCO-9730-0600-0000	BAN'S- PRINCIPAL	116,100	116,100	116,100	100.00%
HCO-9730-0700-0000	BAN INTEREST	130,319	130,319	111,725	85.73%
		\$ 263,464	\$ 263,464	\$ 244,869	

Water Ext 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HDO-1001-0000-0000	REAL PROPERTY TAX	\$ 3,012	\$ 3,012	\$ 3,012	100.00%
HDO-2401-0000-0000	INTEREST AND EARNINGS	100	100	1,252	1251.78%
		\$ 3,112	\$ 3,112	\$ 4,264	
<i>Expenditure</i>					
HDO-8340-0400-0000	CONTRACTS	\$ 2,960	\$ 2,960	\$ 687	23.22%
HDO-9730-0700-0000	BAN'S - INTEREST	152	152	-	
		\$ 2,960	\$ 2,960	\$ 687	

Water Ext 2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HE0-1001-0000-0000	REAL PROPERTY TAX	\$ 29,076	\$ 29,076	\$ 29,076	100.00%
HE0-2401-0000-0000	INTEREST AND EARNINGS	100	250	3,037	1214.78%
		\$ 29,176	\$ 29,326	\$ 32,113	
<i>Expenditure</i>					
HE0-1930-0000-0000	JUDGEMENT & CLAIMS	\$ -	\$ -	\$ 0	100.00%
HE0-8340-0400-0000	CONTRACTUAL	27,748	27,748	-	0.00%
HE0-9730-0600-0000	BAN- PRINCIPLE	-	-	-	100.00%
HE0-9730-0700-0000	BAN INTEREST	1,428	1,428	-	0.00%
		\$ 29,176	\$ 29,176	\$ -	

Water #3 Ext. 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HFO-1001-0000-0000	REAL PROPERTY TAX	\$ 10,978	\$ 10,978	\$ 10,978	100.00%
HFO-2401-0000-0000	INTEREST AND EARNINGS	50	50	937	1874.50%
		\$ 11,028	\$ 11,028	\$ 11,915	
<i>Expenditure</i>					
HFO-8340-0400-0000	CONTRACTUAL	\$ 2,184	\$ 2,184	\$ -	0.00%
HFO-9730-0600-0000	PRINC PMTS- BANS	6,250	6,250	6,250	100.00%
HFO-9730-0700-0000	INTEREST PMTS. BANS	2,594	2,594	1,750	67.46%
		\$ 11,028	\$ 11,028	\$ 8,000	

Lighting					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
L30-1001-0000-0000	REAL PROPERTY TAX	\$ 14,001	\$ 14,001	\$ 14,001	100.00%
L30-2401-0000-0000	INTEREST AND EARNINGS	50	50	730	1460.48%
		\$ 14,051	\$ 14,051	\$ 14,731	
<i>Expenditure</i>					
L30-5182-0401-0000	CONTRACTS	\$ 14,051	\$ 14,051	\$ 11,029	78.49%
		\$ 14,051	\$ 14,051	\$ 11,029	

Fire					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SF0-1001-0000-0000	REAL PROPERTY TAX	\$ 801,039	\$ 801,039	\$ 801,039	100.00%
SF0-1120-0000-0000	NONPROPERTY TAX DIST	100,000	100,000	100,000	100.00%
SF0-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	14,189	1418.86%
		\$ 902,039	\$ 902,039	\$ 915,228	
<i>Expenditure</i>					
SF0-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 37	\$ 37	\$ 37	99.81%
SF0-3410-0401-0000	CONTRACTS	654,482	654,482	635,752	97.14%
SF0-9025-0800-0000	SERVICE AWARDS PROGRAM	250,000	450,000	450,000	100.00%
SF0-9040-0800-0000	WORKERS COMP INSURANCE	15,000	15,000	14,036	93.57%
		\$ 919,519	\$ 1,119,519	\$ 1,099,825	

Refuse					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SG0-1001-0000-0000	REAL PROPERTY TAX	\$ 843,128	\$ 843,128	\$ 846,727	100.43%
SG0-2130-0000-0000	REFUSE AND GARBAGE CHARGES	1,200	1,200	3,445	287.12%
SG0-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	14,474	1447.44%
		\$ 845,328	\$ 845,328	\$ 864,647	
<i>Expenditure</i>					
SG0-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 845,328	\$ 845,328	\$ 653,521	77.31%
		\$ 845,328	\$ 845,328	\$ 653,521	

Ambulance					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SM0-1001-0000-0000	REAL PROPERTY TAX	\$ 100,987	\$ 100,987	\$ 100,987	100.00%
SM0-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	80,000	80,000	80,000	100.00%
SM0-2401-0000-0000	INTEREST INCOME	200	200	9,331	4665.75%
		\$ 181,187	\$ 181,187	\$ 190,318	
<i>Expenditure</i>					
SM0-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 5	\$ 5	-	0.00%
SM0-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	40,000	40,000	-	0.00%
SM0-4540-0400-0000	CONTRACTUAL	99,758	99,758	82,092	82.29%
SM0-9025-0800-0000	LOCAL PENSION FUND	19,000	19,000	12,642	66.54%
SM0-9040-0800-0000	WORKER'S COMP	8,000	8,000	4,841	60.51%
SM0-9730-0600-0000	BAN'S PRINCIPAL	13,452	13,452	13,452	100.00%
SM0-9730-0700-0000	BAN'S INTEREST	972	972	971	99.92%
		\$ 181,187	\$ 181,187	\$ 113,998	

Capital Projects					
Boston State Road Water Main Replacement					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H01-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ 24	
H01-4989-0000-0000	FED AID - OTHER HOME & COMMUNITY SVC	150,000	-	150,000	100.00%
H01-5031-0000-0000	INTERFUND TRANSFERS (ARPA)	-	-	297,728	
H01-5031-0000-0000	INTERFUND TRANSFERS (Non-ARPA)	-	-	27,628	
		<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ 475,380</u>	
<i>Expenditure</i>					
H01-8340-0200-0000	BOSTON STATE ROAD WATER MAIN REPLACEMENT				
	New Frontier Excavating & Paving	\$ 430,253	\$ -	\$ 412,101	95.78%
	Engineering	\$ 59,547	\$ -	\$ 63,255	106.23%
		<u>\$ 489,800</u>	<u>\$ -</u>	<u>\$ 475,356</u>	

North Boston Park Shelter					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H02-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
H02-4989-0000-0000	FED AID - OTHER HOME & COMMUNITY SVC	100,000	-	100,000	100.00%
H02-5031-0000-0000	INTERFUND TRANSFERS (ARPA)	-	249,889	337,687	
H02-5031-0000-0000	INTERFUND TRANSFERS (Non-ARPA)	-	-	39,379	
		<u>\$ 100,000</u>	<u>\$ 249,889</u>	<u>\$ 477,065</u>	
<i>Expenditure</i>					
H02-7110-0200-0000	NORTH BOSTON PARK SHELTER				
	Sicoli Construction	\$ 466,700	\$ 249,889	\$ 437,687	93.78%
	Engineering	\$ 38,900	\$ 2,239	\$ 40,243	103.45%
	Misc. Expenses (Ads / Dumpster/etc.)	\$ 0	\$ 542	\$ 1,917	
		<u>\$ 505,600</u>	<u>\$ 252,670</u>	<u>\$ 479,847</u>	

Water Tank Repairs					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H03-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ 20,611	\$ 21,832	105.93%
H03-5031-0000-0000	INTERFUND TRANSFERS	-	-	-	
		<u>\$ -</u>	<u>\$ 20,611</u>	<u>\$ 21,832</u>	
<i>Expenditure</i>					
H03-8340-0200-0000	WATER TANK REHAB				
		\$ -	\$ 688,050	\$ 688,050	
		<u>\$ -</u>	<u>\$ 688,050</u>	<u>\$ 688,050</u>	

Waterline Replacements - Phase 1					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H04-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
H04-5730-0000-0000	BOND ANTICIPATION NOTES	-	-	-	
H04-5031-0000-0000	INTERFUND TRANSFERS	-	-	-	
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<i>Expenditure</i>					
H04-8340-0200-0000	WATERLINE REPLACEMENTS - PHASE 1				
	Construction	\$ -	\$ -	\$ -	0.00%
	Engineering	\$ 355,000	\$ 39,000	\$ 250,000	70.42%
		<u>\$ 355,000</u>	<u>\$ 39,000</u>	<u>\$ 250,000</u>	

Town of Boston Comprehensive Plan Update					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H05-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ -	\$ -	
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<i>Expenditure</i>					
H05-8020-0200-0000	COMPREHENSIVE PLAN UPDATE				
		\$ -	\$ 12,800	\$ 12,800	
		<u>\$ -</u>	<u>\$ 12,800</u>	<u>\$ 12,800</u>	

Town Hall Generator					
Account Number	Account Description	Project Budget	Current Yr Rev/Exp	Total Project Rev/Exp	% Complete
<i>Revenue</i>					
H06-2401-0000-0000	INTEREST & EARNINGS	\$ -	\$ 1,735	\$ 1,735	
H06-5031-0000-0000	INTERFUND TRANSFERS	-	91,032	91,032	
		<u>\$ -</u>	<u>\$ 92,767</u>	<u>\$ 92,767</u>	
<i>Expenditure</i>					
H06-1620-0200-0000	TOWN HALL GENERATOR				
	Construction	\$ -	\$ -	\$ -	
	Engineering	\$ -	\$ 18,894	\$ 18,894	
		<u>\$ -</u>	<u>\$ 18,894</u>	<u>\$ 18,894</u>	

Monthly Cash Balances 2023

Fund	Acct #	Account	1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/30/2023	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023
General (A)	A00-0201-0000	General Fund Cash	\$ 2,565,072	\$ 2,288,272	\$ 2,390,084	\$ 2,247,261	\$ 2,173,333	\$ 2,507,378	\$ 2,421,319	\$ 2,351,886	\$ 2,701,363	\$ 2,250,328
General (A)	A00-0210-0000	Petty Cash	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
General (A)	A00-0878-0300	Reserve for Tri-Seq	\$ 7,148	\$ 7,153	\$ 7,169	\$ 7,193	\$ 7,223	\$ 7,252	\$ 7,282	\$ 7,314	\$ 7,346	\$ 7,379
General (A)	A00-0878-0600	Reserve for Sr. Facility	\$ 61,231	\$ 61,275	\$ 61,409	\$ 61,615	\$ 61,869	\$ 62,119	\$ 62,382	\$ 62,657	\$ 62,926	\$ 63,209
General (A)	A00-0878-0700	Reserve for Tax Stable	\$ 84,660	\$ 84,721	\$ 84,907	\$ 85,192	\$ 85,543	\$ 85,887	\$ 86,252	\$ 86,632	\$ 87,004	\$ 87,394
General (A)	A00-0878-0800	Reserve for Bldgs & Parks	\$ 125,639	\$ 125,729	\$ 126,006	\$ 126,428	\$ 126,949	\$ 127,461	\$ 128,001	\$ 128,565	\$ 129,118	\$ 129,697
General (A)	A00-0878-0900	Reserve for Recreation	\$ 37,090	\$ 37,117	\$ 37,199	\$ 37,323	\$ 37,477	\$ 37,628	\$ 37,788	\$ 37,954	\$ 38,117	\$ 38,288
General (A)	A00-0878-1000	Reserve for Drainage	\$ 125,931	\$ 126,021	\$ 126,298	\$ 126,722	\$ 127,244	\$ 127,757	\$ 128,001	\$ 128,864	\$ 129,418	\$ 129,998
			\$ 3,007,272	\$ 2,730,787	\$ 2,833,572	\$ 2,692,233	\$ 2,620,138	\$ 2,955,981	\$ 2,871,525	\$ 2,804,372	\$ 3,155,792	\$ 2,706,793
Highway (DB)	DB0-0201-0000	Highway Cash	\$ 503,309	\$ 446,752	\$ 1,477,597	\$ 1,446,753	\$ 1,383,309	\$ 1,428,285	\$ 1,373,683	\$ 1,178,562	\$ 1,102,068	\$ 915,425
Highway (DB)	DB0-0878-0100	Reserve or HWY Equipment	\$ 289,924	\$ 290,130	\$ 290,769	\$ 294,743	\$ 292,947	\$ 294,126	\$ 295,374	\$ 296,675	\$ 297,950	\$ 299,287
			\$ 793,232	\$ 736,882	\$ 1,768,366	\$ 1,741,496	\$ 1,676,256	\$ 1,722,411	\$ 1,669,057	\$ 1,475,237	\$ 1,400,018	\$ 1,214,713
Capital Projects (H)	H00-0201-0000	Capital Projects Cash	\$ (236,988)	\$ (221,545)	\$ (251,862)	\$ (160,830)	\$ (229,052)	\$ (263,581)	\$ (276,597)	\$ (343,788)	\$ (343,497)	\$ 9,315
Capital Projects (H)	H00-0231-0000	Restricted Cash	\$ 1,015,650	\$ 1,016,375	\$ 1,018,611	\$ 1,021,682	\$ 1,024,829	\$ 1,027,852	\$ 1,030,971	\$ 1,034,353	\$ 347,409	\$ 348,630
			\$ 778,662	\$ 794,830	\$ 766,750	\$ 860,852	\$ 795,777	\$ 764,271	\$ 754,375	\$ 690,565	\$ 3,911	\$ 357,946
Fire Protection (SF)	SF0-0201-0000	Fire Fund Cash	\$ 407,448	\$ 407,501	\$ 999,123	\$ 999,208	\$ 796,723	\$ 488,060	\$ 489,492	\$ 489,447	\$ 485,878	\$ 236,707
			\$ 407,448	\$ 407,501	\$ 999,123	\$ 999,208	\$ 796,723	\$ 488,060	\$ 489,492	\$ 489,447	\$ 485,878	\$ 236,707
Lighting (SL)	L30-0201-0000	Lighting Fund Cash	\$ 21,421	\$ 20,113	\$ 32,955	\$ 31,821	\$ 30,747	\$ 29,700	\$ 28,687	\$ 27,657	\$ 26,409	\$ 25,107
			\$ 21,421	\$ 20,113	\$ 32,955	\$ 31,821	\$ 30,747	\$ 29,700	\$ 28,687	\$ 27,657	\$ 26,409	\$ 25,107
Ambulance (SM)	SM0-0201-0000	Ambulance Fund Cash	\$ 13,514	\$ 11,554	\$ 156,290	\$ 155,611	\$ 155,260	\$ 154,598	\$ 152,840	\$ 138,518	\$ 124,151	\$ 123,724
Ambulance (SM)	SM0-0878-0001	Reserve for Ambulance	\$ 179,976	\$ 180,105	\$ 180,501	\$ 181,106	\$ 181,853	\$ 182,585	\$ 183,360	\$ 184,622	\$ 184,959	\$ 185,789
			\$ 193,490	\$ 191,659	\$ 336,791	\$ 336,717	\$ 337,113	\$ 337,183	\$ 336,199	\$ 323,140	\$ 309,110	\$ 309,513
Garbage (SG/SR)	SG0-0201-0000	Garbage & Refuse Fund Cash	\$ 144,742	\$ 73,572	\$ 849,825	\$ 781,207	\$ 712,510	\$ 644,940	\$ 576,375	\$ 504,376	\$ 430,776	\$ 355,868
			\$ 144,742	\$ 73,572	\$ 849,825	\$ 781,207	\$ 712,510	\$ 644,940	\$ 576,375	\$ 504,376	\$ 430,776	\$ 355,868
Water (SW)	HA0-0201-0000	(HA) Water District #1	\$ 93,820	\$ 93,887	\$ 177,465	\$ 178,000	\$ 133,641	\$ 134,035	\$ 134,442	\$ 134,883	\$ 135,313	\$ 135,789
Water (SW)	HB0-0201-0000	(HB) Water District #2	\$ 80,546	\$ 80,604	\$ 119,412	\$ 119,772	\$ 120,141	\$ 120,496	\$ 120,861	\$ 121,258	\$ 121,645	\$ 122,073
Water (SW)	HCO-0201-0000	(HC) Water District #3	\$ 190,338	\$ 190,474	\$ 444,052	\$ 445,391	\$ 446,763	\$ 448,080	\$ 268,062	\$ 268,942	\$ 279,382	\$ 280,365
Water (SW)	HCO-0878-0100	Reserve for Debt - Dist. 3	\$ 353,940	\$ 354,192	\$ 354,971	\$ 356,161	\$ 357,630	\$ 359,070	\$ 360,593	\$ 362,182	\$ 363,738	\$ 365,370
Water (SW)	HD0-0201-0000	(HD) Water Ext. 1	\$ 45,867	\$ 45,900	\$ 48,331	\$ 48,477	\$ 48,626	\$ 48,769	\$ 48,917	\$ 49,078	\$ 49,235	\$ 49,408
Water (SW)	HE0-0201-0000	(HE) Water Ext. 2	\$ 89,213	\$ 89,277	\$ 118,613	\$ 118,970	\$ 119,337	\$ 119,689	\$ 120,052	\$ 120,446	\$ 120,831	\$ 121,255
Water (SW)	HFO-0201-0000	(HF) Water Dist. 3 Ext.	\$ 29,664	\$ 29,685	\$ 40,753	\$ 40,876	\$ 41,002	\$ 41,123	\$ 33,223	\$ 33,332	\$ 33,438	\$ 33,556
			\$ 883,389	\$ 884,019	\$ 1,303,598	\$ 1,307,647	\$ 1,267,139	\$ 1,271,262	\$ 1,086,151	\$ 1,090,120	\$ 1,103,582	\$ 1,107,816
			\$ 6,229,657	\$ 5,839,364	\$ 8,890,980	\$ 8,751,181	\$ 8,236,403	\$ 8,213,809	\$ 7,811,861	\$ 7,404,913	\$ 6,915,476	\$ 6,314,462

Town of Boston Bookkeeper

From: Jason Keding <supervisorkeding@gmail.com>
Sent: Wednesday, November 29, 2023 12:50 PM
To: Town of Boston Bookkeeper
Subject: Fwd: Tax Cap Review

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

From: <LocalGov@osc.state.ny.us>
Date: Wed, Nov 29, 2023 at 9:47 AM
Subject: Tax Cap Review
To: <supervisorkeding@gmail.com>



Report No: 2023-438-TC

Dear Town Supervisor Keding:

General Municipal Law Section 3-c (GML) established a tax levy limit for local governments in New York State, effective June 24, 2011. This law generally limits the amount by which local governments can increase property tax levies to 2 percent or the rate of inflation, whichever is less. The law does provide exclusions for certain specific costs and allows the governing board to override the tax levy limit with a supermajority vote.

We have reviewed the supporting documentation and calculation of your local government's tax levy limit, as well as your proposed tax levy for the fiscal year ending in 2024, and have no findings.

If you have any questions regarding our review of your tax levy limit or proposed tax levy, please contact our Buffalo Regional Office at 716-847-3647.

For more general tax cap questions, or for assistance with filing the forms, please contact our help desk at 866-321-8503.

Sincerely,

Randy L. Partridge

Assistant Comptroller

Office of the New York State Comptroller
110 State Street - Albany, NY 12236



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--

Jason A. Keding, C.T.O.

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

Leadership Buffalo, 2020

supervisor@townofboston.com
supervisorkeding@gmail.com

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

www.townofboston.com/

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TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization BOSTON SENIORS CLUB Date for 2/24/24

Name of person responsible for facilities WILLIAM A. DAVIS

Title CLUB PRESIDENT

Applicant Address _____

Applicant Daytime Phone # 716-957-8318 # Of Attendees: 10

Date(s) Requested* 01/04/24-07/03/24 Time 10:30am Type of Event BOARD MEETING

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

☐ Town Hall Community Room w/o Kitchen

☒ Planning Board Room

☐ Court Room

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds.

SIGNATURE OF APPLICANT: William A. Davis

Upon Completion, please submit to Town Clerk

APPROVED/DENIED: 11/2/2023 D. Quinlan, Town Clerk
(date)

INSPECTION: _____
(date)

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization WEDNESDAY GAME DAY Date for 2024

Name of person responsible for facilities WILLIAM A. DAVIS

Title ORGANIZER

Applicant Address _____

Applicant Daytime Phone # 716-957-8318 # Of Attendees: 10 +

Date(s) Requested* WEDNESDAYS Time 1pm-3pm Type of Event SOCIAL

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

☒ Town Hall Community Room w/o Kitchen

☐ Planning Board Room

☐ Court Room

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds.

SIGNATURE OF APPLICANT: William A. Davis

Upon Completion, please submit to Town Clerk

APPROVED/DENIED: 11/2/2023 S. Gendron, Town Clerk
(date)

INSPECTION: _____
(date)

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

Name/Organization THORNWOOD PARK HOA Date 11/03/2023

Name of person responsible for facilities BERNHARD KAISER

Title BOARD MEMBER / TREASURER

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: 6-8

Date(s) Requested* NOV 29, 2023 Time 5:30 PM Type of Event ANNUAL MEETING

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

_____ Town Hall Community Room w/o Kitchen

☒ Planning Board Room

_____ Court Room

I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds .

SIGNATURE OF APPLICANT: Bernhard Kaiser

Upon Completion, please submit to Town Clerk

APPROVED/DENIED: 11/3/2023 S. Quinlan, Town Clerk
(date)

INSPECTION: _____
(date)



ERIE COUNTY WATER AUTHORITY

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

November 28, 2023

The Honorable Jason Keding
Supervisor of Town of Boston
8500 Boston State Rd.
Boston, New York 14025

RE: 2024/2025 Construction Projects
ECWA Project No.: 199300453

Dear Supervisor Keding:

In an effort to provide continuous safe and affordable water to all of the citizens within your municipality, and as you prepare for your 2024/2025 capital planning process, we urge you to secure funding for capital improvement projects to your water system.

We have attached a list of recommended improvements to the system which are based upon watermain break and leak history and the age and size of existing water lines and in some cases the capacity of the existing mains. Again this year, as shown on the attached list, these recommended improvements have been prioritized into three categories (high, medium, and low). These priorities serve as our recommendation as to the order in which we feel the projects should be completed. In general, these priorities are based on the level of risk we feel is posed by the failure of a given line including the number of properties impacted, the type of property impacted (e.g., hospitals or other health care facilities or large commercial or industrial facility) as well as the complexity of the emergency repair that would be necessary should the line fail.

In addition, attached is the letter dated December 3, 2021 regarding potential options for a secondary source of water supply (Priority #1).

You should review the list with your Engineering Department to determine how to proceed with implementing these important capital improvement projects and feel free to contact ECWA if you would like to discuss further. We feel that the main replacement programs are imperative to help limit interruptions of service, to maintain quality fire protection, to avoid property damage and limit the overall risk to your residents posed by unplanned failures of this critical infrastructure.

Attached to this letter is a map that depicts the Town's distribution system and shows the locations of the recommended projects. Each project has been numbered to coincide with the attached list.

The Honorable Jason Keding
Supervisor of Town of Boston

- 2 -

November 28, 2023

We recognize that some of these projects may already be planned and if so please advise us of these projects so that we may update our records. We also recognize the challenges that municipalities have with completing sizable capital improvements and the time it takes to do so, so in the future we will continue to provide our recommendations bi-annually. This being the case, we request that the Town keep us updated as to the projects that are complete or substantially complete so that we can keep this list as up to date as possible in the interim.

We appreciate your continued cooperation as we share in the delivery of quality water to all Town of Boston residents. If you have any questions or require additional information concerning these recommendations, please contact me at 716-685-8220.

Sincerely,

ERIE COUNTY WATER AUTHORITY



Leonard F. Kowalski, PE
Executive Engineer

LFK:mab

Attachment

cc: C.Eaton
M.Quinn
M.Bellacose
J.Catanzaro
M.McAuley

M.Musarra

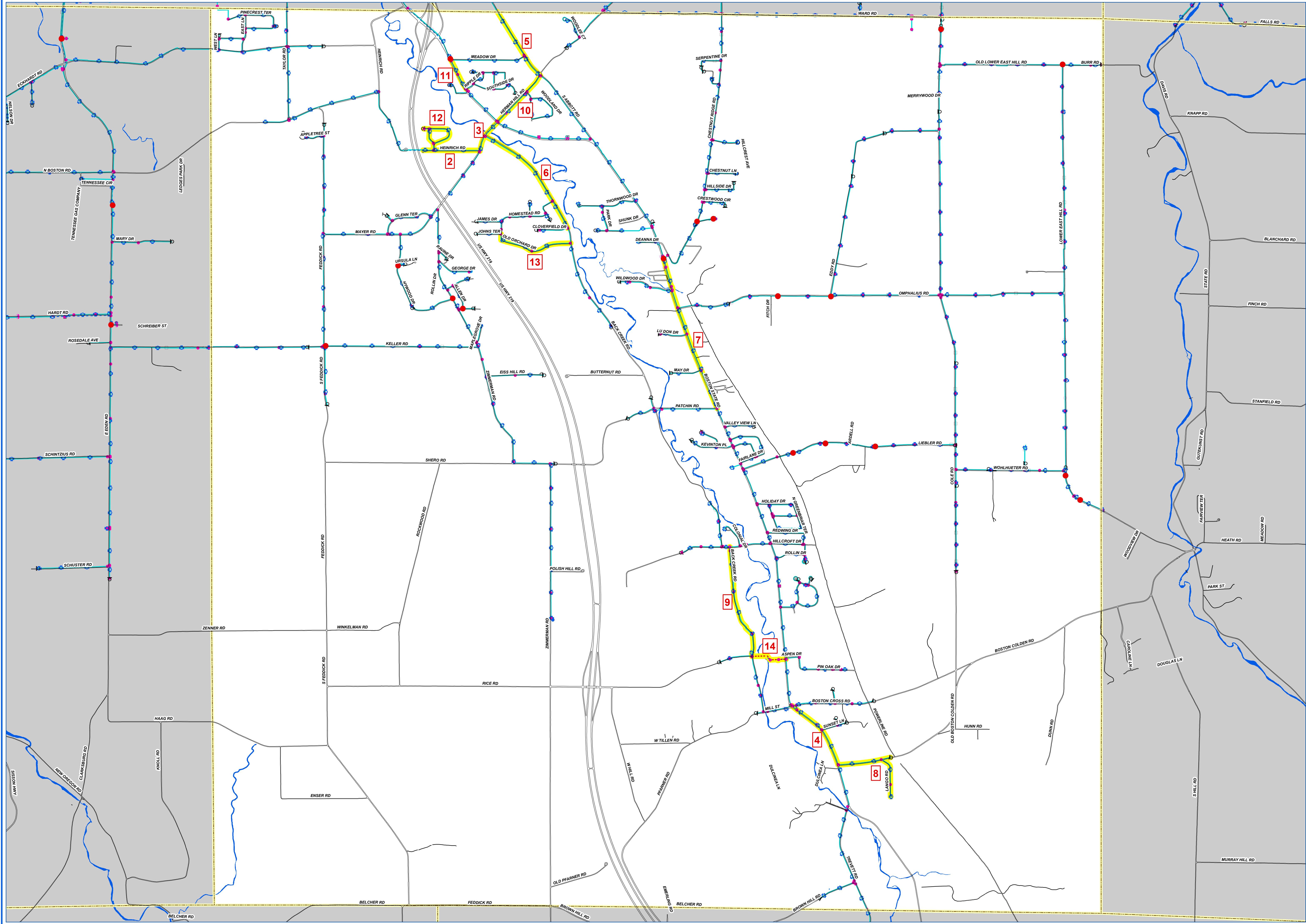
BOTN-326-9301-F

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TOWN OF BOSTON

ECWA PROPOSED CAPITAL IMPROVEMENT PLAN FOR TOWN WATER DISTRICTS FOR 2024/2025

	Priority	Location	Recommendation	Initial Year of Recommendation
HIGH	1.	<u>Secondary Source of Water Supply</u>	Refer to attached 12/03/21 letter outlining options	2023
	2.	<u>Heinrich Road</u> Rt. 219 to Zimmerman Road	Replace 2,010 LF of 12" main	2019
	3.	<u>Zimmerman Rd.</u> Heinrich Road to Boston State Road	Replace 1,250 LF of 12" main	2012
	4.	<u>Boston State Road</u> Boston Cross Road to Boston Colden Road	Replace 2,730 LF of 12" main	2020
	5.	<u>South Abbott Road</u> Herman Hill Road to Orchard Park Town Line	Replace 2,725 LF of 8" main	2013
	6.	<u>Back Creek Road</u> Zimmerman Rd. to Cloverfield Dr.	Replace 4,500' of 8" main	2020
	7.	<u>Boston State Road</u> Chestnut Ridge Rd. to Patchin Road.	Replace 5,600 LF of 12" main	2023
MED	8.	<u>Boston Colden Road & Lango Road</u>	Replace 3,335 LF 6" & 8" main	2016
	9.	<u>Back Creek Road</u> Hillcroft Road to Rice Road	Replace 4,135 LF of 8" main	2020
	10.	<u>Herman Hill Road</u> Boston State Road to South Abbot Road	Replace 2,230 LF of 8" main	2008
	11.	<u>Boston State Road</u> Meadow Drive to Ripple Drive	Replace 1,145 LF of 12" main	2016
LOW	12.	<u>Valley Circle Lane</u>	Replace 2,555 LF of 6" main	2019
	13.	<u>Old Orchard Drive</u> Back Creek Road to Johns Terrace	Replace 2,815 LF of 6" main	2020
	14.	<u>Eighteen Mile Creek Crossing</u> From Boston State Road & Aspen Drive to Back Creek Road at Rice Road	Abandon 8" watermain under creek	2008



Town of Boston ECWA Proposed Capital Improvement Plan

November 1, 2023



Erie County Water Authority
Buffalo, New York



ERIE COUNTY WATER AUTHORITY

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

December 3, 2021

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

Re: Secondary Supply to Town of Boston
ECWA Project No.: 199300453

Dear Supervisor Keding:

As you are aware, the Town of Boston recently experienced a service interruption due to a watermain break near 8081 Boston State Road (CW #63509). This main is supplied via a single transmission main along Boston State Road and as such, due to the interruption the entire service area south of the break was out of service. Unfortunately, this event resulted in the need to issue a boil water notice for the area due to the length of time that the mains in the area were shut down.

Due to the lack of redundancy within the Town's water system and the history of deterioration of the single transmission main along Boston State Road, the frequency of service interruptions like the one experienced in September will most likely increase in the future. In response to this event, the Erie County Water Authority (ECWA) is recommending that the Town start exploring their options for a secondary feed.

ECWA conducted a preliminary review of three alternatives to supply a secondary source of water supply to the area south of Liebler Road. The three alternatives include the following and are shown graphically on Figure 1:

- Alternative 1 – Wohlhueter Tank Service Area via Boston Colden Road
- Alternative 2 – Wohlhueter Tank Service Area via Boston Cross Road
- Alternative 3 – Rice Hill Tank Service Area via Polish Hill / Hillcroft Road

Note that our evaluation was only preliminary and as such each alternative should be vetted further by a consultant to develop a Basis of Design report. Our review was only to provide proof of concept and not for development of detailed design drawings and construction. A cost benefit analysis should also be conducted comparing the cost of a secondary feed to a capital improvement project for the Boston State Road transmission main.

Alternative 1 – Wohlhueter Tank Service Area via Boston Colden Road

Implementation of Alternative 1 would require the installation of approximately 7,900 LF of 10" watermain from the existing dead end along Boston Colden Road (west of Powerline Road) to Cole Road, then north along Cole Road until the existing dead end near 8859 Cole Road. This alignment would require two trenchless road crossings, 4 PRV chambers, and 14 gate valves. The

estimated cost of this alternative would range between \$1,750,000 and \$3,750,000 (Point Estimate \$2,500,000). See Figure 1 for project limits.

This secondary feed is supplied from the Wohlhueter Tank. As part of our evaluation of this alternative, the ECWA Engineering Department completed hydraulic modeling to verify and evaluate the impact of this secondary connection on the system. The results suggest that the Ward Pump Station and Wohlhueter Tank have sufficient capacity to supply this feed.

Further, this connection would supply sufficient pressure equivalent to existing conditions, but available fire flow could be negatively impacted. In addition to providing a secondary supply to the area, based on the potential route of the new interconnecting main, there is a potential to provide public water service to approximately 17 residential properties currently supplied off private well systems.

Alternative 2 – Wohlhueter Tank Service Area via Boston Cross Road

Alternative 2 would require the installation of approximately 6,700 LF of 10" watermain from the existing dead end along Boston Cross Road (west of Powerline Road) to Cole Road, then north along Cole Road until the existing dead end near 8859 Cole Road. This alignment would require one trenchless road crossing, 3 PRV chambers, and 12 gate valves. The estimated cost of this project alternative would range between \$1,470,000 and \$3,150,000 (Point Estimate \$2,100,000). See Figure 1 for project limits.

Similar to Alternative 1, our overall evaluation suggests the Ward Pump Station and Wohlhueter Tank have sufficient capacity to supply this at sufficient pressure equivalent to existing conditions. However, available fire flow to that area could again be negatively impacted. Again, like Alternative 1, under this alternative there is a potential to provide public water service to approximately 13 residential properties currently supplied off private well systems.

Alternative 3 – Rice Hill Tank Service Area via Polish Hill / Hillcroft Road

The Polish Hill / Hillcroft Road Alternative 3 would require the installation of approximately 4,800 LF of 10" watermain from the existing main at Zimmerman Road along Polish Hill Road, then under Route 219 continuing along Hillcroft Road to the existing dead end near 6331 Hillcroft Road. This alignment would require one trenchless road crossing (800 LF HDD under RT 219), 2 PRV chambers, and 8 gate valves. The estimated cost of this alternative would range between \$1,120,000 and \$2,400,000 (Point Estimate \$1,600,000). See Figure 1 for project limits.

This connection would again supply sufficient pressure equivalent to existing conditions. However, unlike Alternatives 1 and 2, available fire flow in the area could be positively impacted. Note also that since this secondary feed is supplied from the Rice Hill Tank and the Keller Pump Station, the hydraulics of this system were evaluated. The results suggest that under a fire flow condition when the secondary source will be needed most, the normal station operation of a single pump will not be able to maintain minimum Rice Hill service area pressures as the tank levels drop rapidly. However, both the Keller Pump Station and Rice Hill Tank have sufficient capacity to supply this feed provided that two pumps are running concurrently the full duration of the

emergency. This scenario while feasible, will eliminate any redundancy in the station and therefore a detailed analysis should be completed to determine if a third pump could be installed within the Keller Pump Station to provide redundancy. Under this alternative, there is a potential to provide public water service to approximately 15 residential properties currently supplied off private well systems.

To reiterate, our analysis was completed at a high level and is considered preliminary and only intended as a proof of concept. Prior to making any decisions on capital investment, it is recommended that the Town complete a more thorough engineering evaluation. We do however believe that this project would provide a great benefit to the Town of Boston and should be considered further in the near future. We appreciate your continued cooperation as we share in the delivery of quality water to all Town of Boston residents. If you have any questions or require additional information concerning these recommendations, please contact me at 716-685-8220.

Sincerely,

ERIE COUNTY WATER AUTHORITY



Leonard F. Kowalski, PE
Executive Engineer

LFK:jmf
Attachment
cc: R.Stoll
M.Quinn
M.Wymer
BOTN-326-9302-F

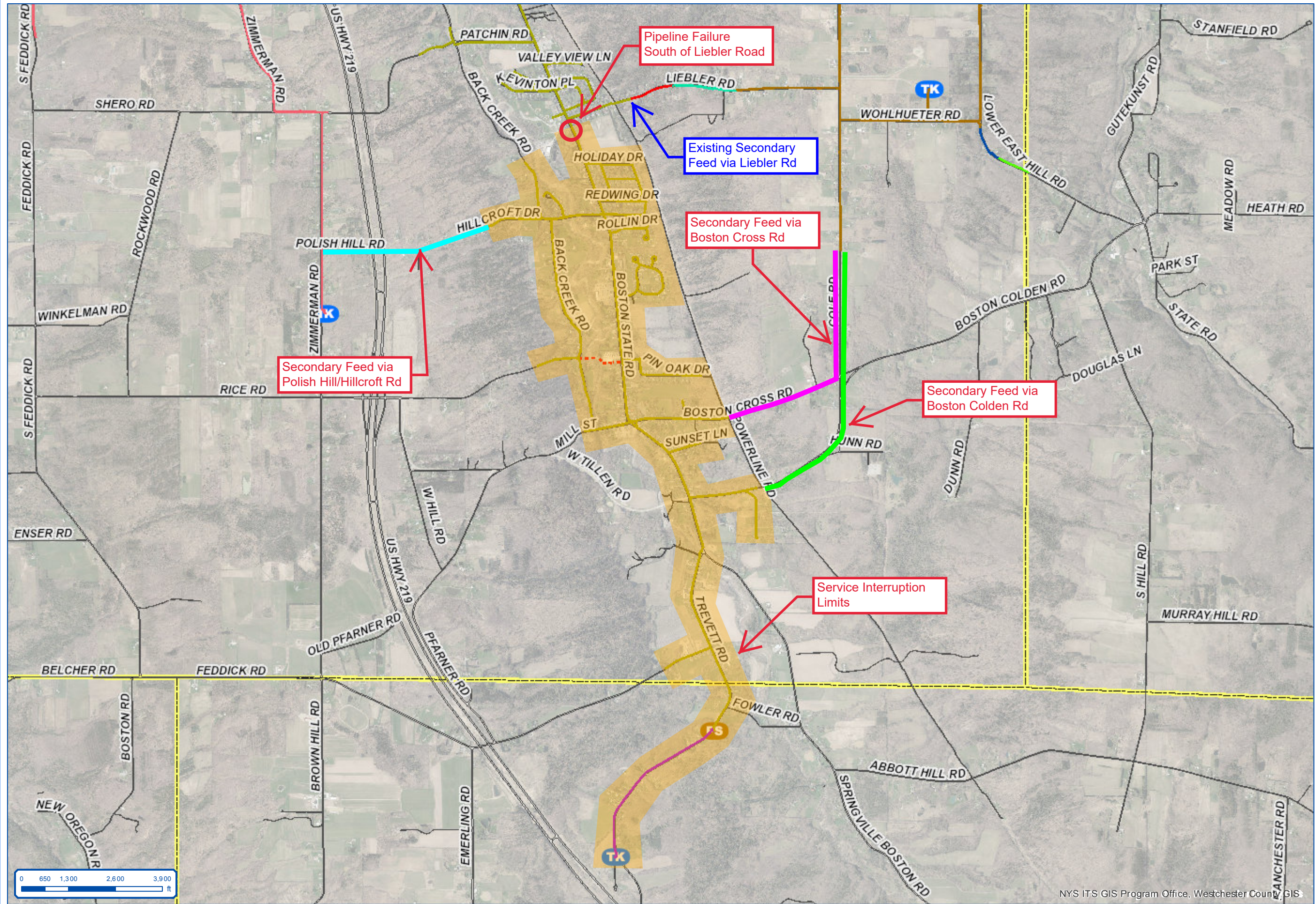


FIGURE 1
SECONDARY SUPPLY
TO TOWN OF BOSTON

October 6, 2021



ERIE COUNTY WATER
AUTHORITY
BUFFALO, NEW YORK

Town of Boston

Planning Board



Town Hall
Phone: (716) 941-6113

8500 Boston State Road
Boston, New York 14025

November 20, 2023

RE: Town Board meeting agenda items

Hi Sandy,

Please look to place the following items on the upcoming Town Board meeting:

1. Appointment request of Arlene Weiss to become a Full/Regular Town of Boston Planning Board Member.
Ms. Weiss is filling the position of David Bowen with an ending term date of: 02/01/2027.
2. Appointment request of Jessica Yuhas to become an Alternate member for the Town of Boston Planning Board. Ending term date: 12/31/2025.

Thank you,

Jennifer Cavarelli
Board Clerk

Appointment of Substitute Assistant Nutrition Director

TOWN OF BOSTON – RESOLUTION NO. 2023-86

**APPROVING COLLECTIVE BARGAINING AGREEMENT
WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 17**

WHEREAS, negotiators for the Town of Boston and the International Union of Operating Engineers (“IUOE”) Local 17 have met, negotiated, and reached a tentative agreement covering the calendar years 2024, 2025, and 2026 and setting forth certain changes, modifications, or additions to the existing articles of the collective bargaining agreement between the parties with respect to wages, benefits, and other matters subject to bargaining (“the Agreement”); and

WHEREAS, the members of IUOE Local 17 have lawfully and properly ratified the terms of the Agreement; and

WHEREAS, the Town Board of the Town of Boston finds it in the best interests of the Town to approve the Agreement;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston hereby approves the collective bargaining agreement in substantially the form set forth in the current agreement as changed, amended, and modified by the attached tentative agreement that hereby is incorporated by reference; and

IT IS FURTHER RESOLVED, that the Town Supervisor hereby is authorized to execute the collective bargaining agreement on behalf of the Town.

On December 6, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2023 – 87

ALLOCATING 2023 FUNDS TO THE AMBULANCE CAPITAL RESERVE FUND

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

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

WHEREAS, the 2023 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 2023 contract year;

NOW THEREFORE BE IT

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

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

On December 6, 2023 the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2023 - 88

REMOVE & REPLACE SHOP HEATERS IN PARKS/EMS BUILDING

WHEREAS, the Town of Boston owns a secondary building located at 8500 Boston State Rd, which houses the Town’s Parks Department and the Boston Emergency Squad; and

WHEREAS, the Town has identified a need to remove and replace the shop heaters that currently sit in the Parks and EMS bay area; and

WHEREAS, the Boston Emergency Squad has a contract with the town that states that the Town will provide “an adequate structure with garage for Squad operations and training including the housing of ambulances and equipment”; and

WHEREAS, quotes for the necessary equipment and services were solicited from three companies and quotes in the following amounts were obtained:

Company	Quote
McAllister	\$5,750.00
Vacinek	\$5,900.00
J.W. Danforth	\$6,075.00

NOW THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to contract with McAllister Plumbing, Heating and Cooling in the amount of \$5,750.00 for the removal and replacement of shop heaters at the Parks/EMS building.

On December 6, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk



TOWN OF BOSTON

Date Submitted: December 4, 2023

Project Description:

Remove and replace shop heaters: (1) EMS Bay, and (1) Parks Dept Bay

Company/Contact Info		Price
Quote 1	McAllister Plumbing, Heating & Cooling 716-649-6377	\$5,750.00
Quote 2	Vacinek Plumbing, Heating & Roofing, Inc. 716-592-2727	\$5,900.00
Quote 3	John W. Danforth Company 716-832-1940	\$6,075.00
Quote 4 (Optional)		
Quote 5 (Optional)		

Lowest Bid: McAllister Plumbing, Heating & Cooling **Amount:** \$5,750.00

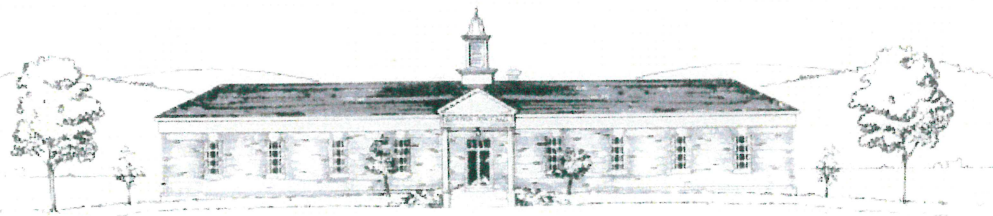
FOR OFFICE USE ONLY

Approval Date: _____

P.O. #: _____

Resolution (if applicable): _____

DEC 4 2023 PM 12:19



TOWN OF BOSTON

To: Town Board Members

Date Submitted: 12/4/23

Project Description:

Remove and replace Shop heaters (2) One in
EMS Bay, One in parking dept

	Company/Contact Info	Price
Quote 1	Vacinek 716-592-2727	5,900.00
Quote 2	McAllister heating	5,900.00 5,750.00
Quote 3	danfort 716-289-0243 3010 + 3065	6,075.00
Quote 4 (Optional)		
Quote 5 (Optional)		

^{lowest}
Highest Bid: McAllister

Amount: 5,750.00

FOR OFFICE USE ONLY

Board Meeting Approval Date: _____

Resolution (if applicable): _____

PROPOSAL/AGREEMENT

Name: Town of Boston - Town Hall Town: Boston Zip: 14025

Address: 8500 Boston State Rd Phone: (716) 860-6113 Cell: _____

If different from above job address: _____

HEATING:

Option #1
MAKE LF25-45A EFFICIENCY 93% STAGES Single B.T.U. 45k INVESTMENT \$ 5,750

Option #2
MAKE _____ EFFICIENCY _____ STAGES _____ B.T.U. _____ INVESTMENT \$ _____

COOLING:

Option #1
MAKE _____ SEER _____ TONS OF COOLING _____ INVESTMENT \$ _____

Option #2
MAKE _____ SEER _____ TONS OF COOLING _____ INVESTMENT \$ _____

Option #3
MAKE _____ SEER _____ COIL ONLY _____ INVESTMENT \$ _____

ACCESSORIES:

<u>NA</u> Chimney Liner Size _____ Length _____	<u>NA</u> A/C Coil
<u>NA</u> Humidifier # _____ \$ _____	<u>Reuse</u> Circuit Breaker _____
<u>Not included</u> Non/Programmable Thermostat	<u>NA</u> Reclaim Old Refrigerant
<u>NA</u> Cimtec Electronic Filter Size _____ \$ _____	<u>NA</u> Install New Refrigerant Lines
<u>NA</u> Guardian Air Purification Light	<u>NA</u> New A/C Pad for Outdoor Unit
<u>NA</u> Condensate Pump	<u>One year</u> one Years Parts on All Equipment <u>Limited</u>
<u>NA</u> Condensate In Floor	<u>yes one</u> one Year Labor Warranty <u>Limited</u>
<u>NA</u> Return Air Drop with Filter Rack	<u>yes</u> Removal and Disposal of Equipment
<u>NA</u> P.V.C. Vent Pipes Location _____	<u>yes</u> Must be Paid by Check, no Credit Card

McAllister's to reuse All ~~the~~ 24V wiring and 120V wiring.
Install ~~the~~ Team to Reuse all mounting brackets if they can. Installer's
will put new mounting bracket if ~~we~~ they need to.
One year parts + Heat exchangers One year Labor Warranty.
2 New Honeywell T4 T-stat \$95 each
All Proposal are good for 30 days. \$5,750 is the price for two units fully installed

We Propose Hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of:

_____ Dollars \$ 5,750

Deposit \$ 0 Balance due upon completion \$ 5,750

Customer's Signature _____ Date _____

McAllister Signature _____ Date _____

Proposal

VACINEK HEATING & ROOFING, INC.

8038 Boston State Rd

Hamburg NY 14075

Roofing – Plumbing – Heating

(716)592-2727

(716)649-3225

PROPOSAL SUBMITTED TO TOWN OF BOSTON		PHONE 860-4659	DATE 11-3-23
STREET 8500 BOSTON STATE RD		JOB NAME squad room	
CITY, STATE and ZIP CODE BOSTON NY 14025		JOB LOCATION	
ARCHITECT DAVE	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:
REMOVE AND DISPOSE OF 2 UNIT HEATERS
INSTALL 2 NEW STERLING 45000 BTU UNITS 1-SQUAD ROOM 1- MAINTENENCE
HANG UNITS OFF EXISTING BRACES
RECONNECT GAS AND ELECTRIC
PUT IN NEW THERMOSTATS
RUN FLUE TO EXISTING CHIMNEY
TOTAL INSTALLED \$2950.00 EACH
\$5900.00 FOR BOTH

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

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

HVAC & Plumbing System Installation • Design & Build • Building Information Modeling • Sheet Metal & Pipe Fabrication
NEBB Certified System Balancing • Commissioning • Cleanroom & Lab Solutions • LEED Green Building Construction • Lighting
Retrofits • Energy Performance Contracting • Preventive Maintenance • NADCA Duct Cleaning • Filtration Solutions

10/30/2023

Quote No: 2023-081J

Town of Boston
8500 Boston State Rd.
Boston, NY 14025

ATTN: Shawn

RE: Parks Department Garage Unit Heater Replacement

PROPOSAL

Executive Summary:

This quote is to replace the Reznor unit heater in the Parks Department garage.

Project Includes:

- Shut down the existing unit heater and disconnect the gas, venting and electrical connections to the unit.
- Remove the unit from the ceiling.
- Make any necessary mounting changes to accommodate the new unit heater.
- Install the new heater and connect the gas, venting and electric.
- Check the gas piping for leaks and start the unit.
- Test unit for proper operations.

Project Does Not Include:

- New York State sales tax; (if applicable)
- Premium time;
- Any work, service, or product not outlined in this proposal.

Investment:

AS OUTLINED IN THIS PROPOSAL FOR THE SUM OF:

Three Thousand Ten and 00/100 Dollars \$3,010.00

Terms: Net 30 Days

Acceptance of Proposal:

The above pricing, specifications, and conditions found within this proposal are satisfactory and are hereby accepted. The John W. Danforth Company is authorized to perform the work as indicated. Payment will be made as outlined above. The conditions above stand good for 30 days.

John W. Danforth Company

Presented By: Jason Fish
Field Service Supervisor
10/30/2023

Accepted By: [Name]
[Position Title]
[Date]



www.jwdanforth.com
www.cleanroomsandlabs.com
www.boiler-outlet.com
www.heater-outlet.com

HVAC & Plumbing System Installation • Design & Build • Building Information Modeling • Sheet Metal & Pipe Fabrication
NEBB Certified System Balancing • Commissioning • Cleanroom & Lab Solutions • LEED Green Building Construction • Lighting
Retrofits • Energy Performance Contracting • Preventive Maintenance • NADCA Duct Cleaning • Filtration Solutions

10/30/2023

Quote No: 2023-082J

Town of Boston
8500 Boston State Rd.
Boston, NY 14025

ATTN: Shawn

RE: EMS Garage Unit Heater Replacement

PROPOSAL

Executive Summary:

This quote is to replace the Modine unit heater in the EMS garage.

Project Includes:

- Shut down the existing unit heater and disconnect the gas, venting and electrical connections to the unit.
- Remove the unit from the ceiling.
- Make any necessary mounting changes to accommodate the new unit heater.
- Install the new heater and connect the gas, venting and electric.
- Check the gas piping for leaks and start the unit.
- Test unit for proper operations.

Project Does Not Include:

- New York State sales tax; (if applicable)
- Premium time;
- Any work, service, or product not outlined in this proposal.

Investment:

AS OUTLINED IN THIS PROPOSAL FOR THE SUM OF:

Three Thousand Sixty Five and 00/100 Dollars \$3,065.00

Terms: Net 30 Days

Acceptance of Proposal:

The above pricing, specifications, and conditions found within this proposal are satisfactory and are hereby accepted. The John W. Danforth Company is authorized to perform the work as indicated. Payment will be made as outlined above. The conditions above stand good for 30 days.

John W. Danforth Company

Presented By: Jason Fish
Field Service Supervisor
10/30/2023

Accepted By: [Name]
[Position Title]
[Date]

TOWN OF BOSTON – RESOLUTION NO. 2023-89

DOCUMENT MANAGEMENT SOFTWARE AND SERVICES

WHEREAS, the Town Clerk of the Town of Boston serves as custodian of the Town's records, books, and papers, and is designated by State law as the Town's records management officer; and

WHEREAS, to preserve and protect Town documents and to perform the functions of the Town Clerk's office efficiently and effectively, the Town Clerk has identified a need to implement modern document management software; and

WHEREAS, certain Town records currently are stored on a physical server that is reaching the end of its lifespan; and

WHEREAS, the Town Clerk has reviewed available document management software options, and has determined that DocuWare software from Toshiba with cloud storage offers the best value to the Town in terms of price and functionality; and

WHEREAS, DocuWare software is available through Omnia Partners Contract No. 191103, originally let by Region 4 Education Service Center, a governmental entity created under Texas law, and that contract's terms make it available for use by other governmental entities; and

WHEREAS, pursuant to General Municipal Law Section 103(16) the Town can "piggyback" on such a competitive procurement by another governmental entity; and

WHEREAS, implementing DocuWare requires a one-time fee of \$4,300, which covers installation, the cost of migrating existing records to the new system, and project management; and

WHEREAS, the current annual license fee for the DocuWare software with the storage and number of users required by the Town is \$3,300 per year, and renewals will be based on current Omnia Region 4 contract pricing, currently anticipated to remain \$3,300 for the first renewal period; and

WHEREAS, funds for this procurement are available in the Town's 2023 Budget, under the line Records Management, A00-1460-0200-0000;

NOW THEREFORE BE IT

RESOLVED, that Town Board of the Town of Boston authorizes the Town Clerk to enter into an agreement with Toshiba for DocuWare software and services, at a total first-year cost of \$7,600 including a one-time implementation fee of \$4,300 and an annual license fee of \$3,300.

On December 6, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Sandra L. Quinlan, Town Clerk



OMNIA Partners & Toshiba

PUBLIC SECTOR | K-12, HIGHER EDUCATION, STATE & LOCAL GOVERNMENT | NONPROFIT

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide. Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded.

BENEFITS

- No cost to participate
- No minimum purchase requirements
- Competitively bid discount pricing no formal bid required
- Award-winning Toshiba products and services
- Local support from qualified dealers

CONTRACT DETAILS

Toshiba was awarded a national cooperative contract by Region 4 Education Service Center. Through Contract #R191103, public municipalities and academic institutions nationwide may now purchase Toshiba's award-winning Managed Print Services and save on all business solutions needs.

WHO CAN PARTICIPATE?

- City/Local Government
- County Government
- State Government
- Nonprofits
- Public, Private, Secondary, Higher Education
- Institutions and Systems Special Districts

About Toshiba America Business Solutions



Products- Toshiba's e-STUDIO multi-functional products (MFPs) offer industry-leading image quality and a number of advanced security features. These sophisticated and reliable and digital imaging products further utilize a single-board architecture that delivers shorter job processing times and a lower cost per print than many competitors' models.



Delivery and Installation- Toshiba will be responsible for delivery and installation of all MFPs, accessories and software, network connections, testing, removal of packaging material, and initial training.



Service- Toshiba's authorized dealer network will provide prompt and reliable service and supply fulfillment to ensure that our products perform to, or even exceeds, your high level of expectations. Toshiba service technicians are certified to maintain and service their products, including break/fix and warranty support.



Global Services Portal- Integral to efficient fleet management and reporting is Toshiba's web based Global Services Portal. This site provides you with a single location to manage your fleet and receive support services 24/7.



Support- Toshiba offers one of the most comprehensive technical support system in the industry. The ability to request service is as simple and efficient as dialing a toll-free telephone number or entering a request online. Toshiba maintains an extensive team of technical experts to address and resolve networking, integration, and software-related issues that may occur during and after the installation process.



Reporting- As a global technology leader, Toshiba has extensive reporting capabilities and welcome the opportunity to work with participants of OMNIA Partners, Public Sector to design reports that will best meet your needs.



Toshiba Business Solutions DocuWare Solution Quote

PREPARED FOR

Town of Boston NY

November 15, 2023

PREPARED BY

Michael Weinert

Michael.Weinert@tbs.toshiba.com

TOSHIBA

INVESTMENT SCHEDULE

Town of Boston

Proposed Solution

- (1) DocuWare
 - Order Type: New
 - Platform Type: Cloud
 - Users: 4
 - Storage (GB): 20
 - Months of M&S / Term: 12

Initial Investment

\$7,600.00

The Initial Investment into DocuWare includes the cloud services for 1 year and professional services support for the project as detailed below:

- **\$3,300.00** - Qty 12 Months - \$275.00 per month in one purchase

- **\$4,300.00** - Qty 16 hours of Professional Services (\$225.00 per hour) and Qty 4 hours of Project Management (\$175.00 per hour)

All installation support, file transfer from existing application and configuration along with Project Management support is included as a fixed price engagement with a mutually agreed upon Statement of Services and any scope changes would also be mutually agreed upon with the hourly contract rates applicable.

Annual contract renewal is estimated at **\$3,300.00** per the ***Omnia Region 4 contract - 191103*** (actual renewal costs are determined at the time of the renewal based on contract pricing)

- Additional users are able to be added at any time - \$83.00 per month per user (\$996.00 annually)
- Additional storage is able to be added at any time - \$14.00 per month for 10GB (\$168.00 annually)

Town of Boston Omnia Partners Force ID - 4006700

Toshiba contract information can be located at the following link, Contract Number: R191103 -

<https://www.omniapartners.com/publicsector/suppliers/toshiba/contract-documentation#c35503>



A PARTNERSHIP FOR YOUR SUCCESS.

DocuWare's document management software combined with Toshiba's MFPs deliver smart digital workflows and document controls for substantial productivity gains without the need for IT resources. Both cloud and on-premises products are a recognized best-fit solution for companies seeking to digitize, automate and transform key processes (regardless of size or industry).



FEATURES AT A GLANCE

- **Fast, seamless integration into existing IT architectures**
- **Capture, retrieve & print directly from MFP**
- **Digital business processes via digital workflow**
- **Pre-define or on-the-fly document distribution and storage**
- **Automate collaboration, transparency, and compliance**
- **Manage the flow of information**

POPULAR OPTIONS

DocuWare Intelligent Indexing Service
DocuWare Workflow
DocuWare Mobile

TOSHIBA

EMPOWERING THE ART OF BUSINESS®



At Toshiba, we are focused on helping businesses better control their productivity and profitability by delivering innovative imaging products and content solutions.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (TABS)

is an independent operating company of Toshiba Corporation, one of the largest integrated electronics and electrical equipment companies in the world with more than 140,000 employees globally and annual sales surpassing \$37 billion. TABS is a leading managed print and content solutions provider with experts that help organizations print smarter, improve workflow and communicate better.

Our current and future commitment is to continue to improve and enhance the functionality and capabilities of our digital imaging products and content solutions. Toshiba invests more than 6% of its annual revenue to Research & Development, and deploys a network of R&D centers around the world. In an average year, Toshiba Corporation is awarded more than 5,000 patents, many of which find their way either directly or indirectly into our multifunction office solutions products.

OUR MISSION

As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our clients succeed.

OUR VISION

Empowering new and better ways to deliver ideas and information.



PUBLIC NOTICE

TOWN OF BOSTON

PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Boston, NY, will hold a Public Hearing for the purpose of considering a contract between the Town of Boston Ambulance District and Boston Emergency Squad, Inc. ("BES"), to provide general ambulance and first aid services in the Town of Boston for the period from Jan. 1, 2024 to December 31, 2024. The proposed contract includes a \$94,424 payment to BES to be allocated as follows: \$67,000 General Operating Costs, \$13,000 Liability Insurance, and \$14,424 as the annual Installment due on September 29, 2024 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 ambulance service, including fuel for ambulances not to exceed \$8,000. The contract further calls for the Ambulance District to reimburse BES for the procurement of a replacement ambulance in an amount not to exceed \$273,213, using approximately \$219,000 previously set aside for that purpose, an additional \$40,000 to be raised through taxation pursuant to the Town's approved 2024 budget, and with the remainder of the funds to be raised through a loan from the Town's general fund and to be repaid by the District following collection of the 2025 taxes. Further, the proposed contract contemplates initiation of billing for certain services provided by the District through the contract with BES, and the District shall pay to BES as additional consideration under the contract the amount collected pursuant to the District's fee policy. A copy of the proposed contract is available for inspection at the Town Clerk's Office. The Public Hearing will be held at Boston Town Hall, 8500 Boston State Road, Boston, NY, on Wednesday, **January 3, 2024**, at 7:40 p.m. All persons interested in the matter shall be heard for or against at such time and place.

DATED: December 8, 2023

PUBLISHED: December 15, 2023

BY ORDER OF THE TOWN BOARD

SANDRA L. QUINLAN, TOWN CLERK

An Equal Opportunity Provider & Employer

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

THIS CONTRACT, dated the ____ - day of _____ 2023 is made pursuant to the provisions of New York State Town Law § 198(10-f), by and between the Town of Boston Ambulance District (hereinafter "District"), and Boston Emergency Squad, Inc. (hereinafter "Squad"), a New York membership corporation of Boston, New York.

WITNESSETH

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

WHEREAS, the District, through the Town of Boston Town Board, duly authorized a Contract with the Squad for the purpose of the Squad furnishing general ambulance service and first aid to those persons that require such services being located within the boundaries of the Town pursuant to New York State Town Law § 198(10-f); and

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

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

4. All required provisions of law are incorporated by reference as if fully stated in this Contract.
5. The District shall pay to the Squad the total sum of ninety-four thousand four hundred twenty-four dollars (\$94,424). This sum is allocated as follows: \$67,000 for general operation costs; \$13,000 to cover liability insurance premium (as noted in section 12); and \$14,424 as the Annual Installment due on September 29, 2024 to Evans Bank for Ambulance Unit #815. The District shall pay one-half of the annual cash amount (\$40,000) on or before the 1st day of February, 2024, and the remaining one-half of said annual sum (\$40,000) on or before the 1st day of April 2024. The District is liable for repayment of outstanding bank loan to cover 2016 purchase of Ambulance Unit #815.

The District shall pay as additional consideration under this Contract the amount collected by the billing service provider and remitted to the Town pursuant to the District's fee policy (less any fees collected by the billing service provider). The Squad's consideration for these payments shall include: (1) considering the estimated fee payments when developing its annual budget and request for District funding, such that the burden on District taxpayers shall be reduced; (2) applying a portion of the funds to a capital reserve for replacement ambulances, relieving the District of this obligation it historically undertook itself prior to authorization of fee collection by the Squad; and (3) using any net increase in available revenues to enhance training, equipment, or personnel such that the quality of service provided to the District is enhanced.

6. The District will reimburse the Squad for fuel used by the Squad's ambulances in an amount not to exceed \$8,000. When available, the Squad agrees to use the Town's gas pumps. In the event the Town's gas pumps are not available, the Squad will be responsible for presenting proof of its not-for-profit status in order to avoid payment of sales tax; in no event will the District reimburse the Squad for sales taxes paid on fuel purchases. Reimbursements will be made within 45 days following presentation of proof of fuel purchases with certification on Squad letterhead that the fuel purchased was purchased for ambulance use.
7. The District agrees to furnish, without charge, an adequate structure with garage for Squad operations and training including the housing of ambulances and equipment, and further, the District assumes the cost of utilities for said structure. The District will maintain a camera security system in the Squad's building covering outside perimeter and ambulance bay.
8. The District further agrees to furnish, without charge, dispatching service for the Squad through Hamburg Fire Control.
9. In arriving at the determination of the annual payment for the furnishing of ambulance service, the District shall consider as a proper expense any reimbursement paid to a member of the Squad for reasonable wage or economic loss incurred in responding as a witness to a Subpoena, including reasonable charges for outside legal services in connection therewith, arising from his or her duties as a member of the Squad. However, the Squad agrees to utilize the Town's Law Department, within reason, as long as the issues involved do not represent a conflict between the Town and the Squad.

10. The parties agree and acknowledge that since the formation of the District, the District has furnished the Squad with two ambulances titled to the Squad and periodically replaced as needed. For multiple prior contract years, the parties' annual contract has required the District to contribute to a reserve fund in order to accumulate funds for a replacement ambulance. The parties now agree that ambulance Unit #816 is near the end of its service life and must be replaced. Accordingly, to satisfy its contractual obligations and subject to the conditions that follow, the District hereby agrees to pay to the Squad, in addition to the compensation set forth in other paragraphs of this Agreement, a sum not to exceed \$273,213, representing the cost to replace Unit #816. The Squad agrees that prior to the expiration of the present contract term it shall enter into a binding contract to procure a replacement ambulance. To ensure the cost of the replacement ambulance which is being funded by the District is fair and reasonable, to purchase the replacement ambulance the Squad shall use either a competitive bidding process or shall "piggyback" off of a government entity's competitive procurement of an ambulance such that the replacement ambulance is procured on terms equal to or more favorable than those offered by the seller to a government entity for a similar ambulance following the competitive bid. Provided the Squad provides adequate notice of payment due dates, the District will tender funds to the Squad for the replacement ambulance equal to the amount of each payment that is due to the ambulance seller at least seven days prior to the payment date, provided that the District has sufficient funds available in its accounts. The District does not expect to have the full balance for the ambulance purchase available until following collection of the 2024 Ambulance District tax. The Squad will provide copies of payment receipts/acknowledgements provided by the ambulance seller if requested by the District.

The District and Squad agree that starting with this Contract for 2024, which provides for the District to pay for the replacement of Unit #816, the District no longer will accumulate reserve funds for the purpose of ambulance replacement and that the Squad shall bear the responsibility of developing its own capital reserve for future ambulance replacements. The Squad may use any proceeds from the sale or trade of Unit #816 to begin funding this capital reserve or for any other Squad purpose. The Squad's annual budget to be provided to the District pursuant to this Contract shall reflect its plan to begin to fund a capital reserve for future ambulance replacement using forecasted revenues. Such revenues may include consideration provided by the District under future contracts in the form of direct District payments, additional consideration anticipated to be received through ambulance service fees to be paid over to the Squad, or any other source of funds deemed appropriate by the Squad.

- 11. The Squad members' required testing, physical examinations and recommended immunizations are to be paid for by the Town in the same manner as it is currently doing.**
- 12. In the event of an accident or injury covered by compensation or disability benefits, or serious injury, the Squad member shall immediately inform the Squad who shall inform the Town Supervisor who shall notify the Town's Worker's Compensation Carrier. The member affected shall not return to active duty until a release in writing is obtained from his/her doctor and presented to the Squad, who shall notify the Town Supervisor, who shall notify the Town's Worker's Compensation Carrier.**

13. The District shall pay all premiums under the NYS Workers Compensation/Volunteer Ambulance Workers' Benefits Law to cover Squad members. The District further agrees to defray the expense of any premium or premiums for compensation of members and personnel of the Squad, and authorized responders, for medical expenses, lost wages, compensation benefits, or other claims arising by reason of injury to, or death of, a member of the Squad or authorized responder sustained while answering, attending or returning from any such call, or while engaged in any other volunteer duty within the terms of this Contract and, in the event the Squad shall be compelled or required to pay any such claim, the District shall reimburse the Squad the amount within thirty (30) days upon the Squad presenting the District written notice that the Squad made any such payment. The Squad further agrees to effect and pay the expense of the following insurance for the benefit of the Squad, its members, and authorized responders, with the Town of Boston and Town of Boston Ambulance District listed as a co-insured, as follows:

- a. Automobile non-ownership coverage to the extent of \$ 1,000,000;**
- b. Comprehensive General Liability Insurance including incidental malpractice coverage to the extent of 1,000,000;**
- c. Fidelity Bond coverage of President and Treasurer of the Squad to the extent of \$5,000; and**
- d. Medical Equipment Floater in the amount of \$5,000 subject to \$100 deductible.**

14. The Squad agrees to furnish the Town Board a written, itemized, and certified financial statement of its disbursements and expenses no later than September of each year during the term of this Contract and a copy of its Federal 990 Form. If the Squad's financial records are audited, a copy of all parts of the audit report shall be provided to the Town Board. The parties recognize that when the Squad begins collecting fees for services, an enhanced level of public scrutiny of Squad finances may result, and the parties agree to work together to communicate accurate and transparent information regarding Squad finances. The Squad will agree to meet with the Town Board as District Commissioners or their designees to review financial books, records, or statements upon reasonable notice.

The Squad will provide the District by September 1 with a copy of its anticipated budget for the next year. The Squad also shall provide to the District by September 1 a copy of its capital plan reflecting, at a minimum, the anticipated remaining useful life of the Squad's ambulances, an estimated replacement cost, the amount to which a capital reserve fund for a replacement ambulance has been funded, and projected contributions to the capital reserve fund in coming years.

15. The parties recognize that as a volunteer entity with limited in-house resources, the Squad intends to utilize the services of a third-party billing service provider to collect the fees for Squad services contemplated by paragraph 5, above. Pursuant to Town Law § 198(10-f), the Town Board must approve the schedule of fees and charges to be collected, and from time to time the Squad may present proposed updates to the schedule of fees and charges which are aligned with the relevant burden associated with the Squad's delivery of the services. The parties further recognize that the rules and regulations applicable to the collection of the fees and charges must be adopted by the Town Board, but these too will be adopted and amended after consultation with the Squad.

The Squad shall have the right to choose the billing service provider to be used, but as the fees to be collected will be charged for a service provided by the District, the District shall be provided with a copy of all terms of the Squad's agreement with the billing service provider and shall have a right to reject a billing service provider on the grounds that the terms are unreasonable or that the billing service provider has not complied with any billing-related policy or procedure adopted by the District.

The Squad will ensure that it and its billing service provider keep proper and complete records and accounts, inasmuch as the sums collected for services provided through the District technically are municipal charges. The Squad, or its billing service provider, shall provide detailed reports to the District at least every 30 days which account for all sums billed, collected, or written off, fees and expenses, and the amounts actually remitted to the Squad as additional consideration pursuant to Paragraph 5, above, together with appropriate annual reports or summaries. The Squad and its billing service provider also shall comply with other reasonable information requests from the District relevant to the collection of fees. Inasmuch as the Squad is entitled to the full amount of the fees and charges collected as additional compensation under this Contract, the parties intend to allow the billing service provider to pay these sums directly to the Squad. A copy of this Contract will be submitted to the NYS Comptroller's Office to request confirmation that this arrangement is consistent with prior Comptroller's opinions on the subject, and the parties agree to amend this Contract if revisions are suggested by the Comptroller's office.

- 16. This Contract shall supersede any and all prior such contracts or agreements between the Squad and the Town or District. This Agreement shall be deemed effective January 1, 2024 and shall expire at 12:00 midnight on December 31, 2024. Upon expiration date of this Contract, the same shall nevertheless be extended for additional terms of one year per extension unless either party presents written notice to the other of intent to terminate this Contract no later than the 20th day of September of the year of expiration. If either party elects to terminate this contract as such, a new contract may be formed pursuant to the Town Law of the State of New York.**
- 17. The District or Town shall have no liability under this Contract to the Boston Emergency Squad, Inc., or anyone else beyond funds appropriated and available for this Contract.**

*** SIGNATURES ON NEXT PAGE ***

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

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

BY:

JASON A. KEDING, Supervisor

KELLY MARTIN, Councilwoman

MICHAEL CARTECHINE, Councilman

KATHLEEN SELBY, Councilwoman

JENNIFER LUCACHIK, Councilwoman

ATTEST:

SANDRA QUINLAN, Town Clerk

BOSTON EMERGENCY SQUAD, INC.

BY:

KARLA MEAD, President

ATTEST:

SANDRA QUINLAN, Town Clerk

RECEIVED
BOSTON TOWN CLERK

TOWN OF BOSTON

APPLICATION FOR USE OF FACILITY

2023 OCT 27 PM 1:18

**This Application is subject to Approval by the Town Board
and MUST be received at least 1 week prior to Town Board meeting**

*****Application, fees, plans, layouts and any additional proof from other agencies must be completed and submitted at time of application. Must be a Boston Resident to request use.*****

Name/Organization Boston Young @ Heart Seniors Date 10/27/2023

Name of person responsible for facilities CAROLYN LATOSINSKI
Title PRESIDENT

Applicant Address _____

Applicant Daytime Phone # 716-944-6490 # Of Attendees: 65-70

Date(s) Requested* 2nd & 4th Fridays Time 1 PM Type of Event se. meetings

Set Up @ new meeting Take Down same

Sporting Leagues — Please attach Schedule

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

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

Baseball—Josh Haeick	716-649-6170	Football—Nick Jagow	716-725-9680
Southtown Slammers/	716-225-7936	Soccer—Jessica Blesy	716-809-0121
Mike Bellagamba			

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

<input type="checkbox"/> South Boston Park Shelter	<input type="checkbox"/> Boston Town Park
<input checked="" type="checkbox"/> Town Hall Community Room w/ Kitchen And Bathroom Facilities <u>for 2024</u>	<input type="checkbox"/> Lions Shelter And Bathroom Facilities
<input type="checkbox"/> North Boston Park Fields	<input type="checkbox"/> Small Shelter
	<input type="checkbox"/> Town Fields

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

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

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

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

___ Yes ☒ No
___ Yes ☒ No
___ Yes ☒ No

PLEASE NOTE:

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

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

*Request TOWN BOARD
to waive
maintenance
fee. Thank
you !!*

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

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

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

TOWN OF BOSTON PROPERTIES ARE SMOKE FREE

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

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

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

SIGNATURE OF APPLICANT: _____

Carolyn Latosinski

Upon Completion, please submit to Town Clerk

FEE REC'D 10/27/23
φ (date)

APPROVED/DENIED : _____
(date)

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITY

RECEIVED
BOSTON TOWN CLERK

2023 NOV 29 PM 3:50

**This Application is subject to Approval by the Town Board
and MUST be received at least 1 week prior to Town Board meeting**

*****Application, fees, plans, layouts and any additional proof from other agencies must be completed and submitted at time of application. Must be a Boston Resident to request use. *****

Name/Organization BOSTON SENIOR CLUB Date 11/29/2023

Name of person responsible for facilities WILLIAM A. DAVIS
Title CLUB PRESIDENT

Applicant Address _____

Applicant Daytime Phone # 716-957-8318 # Of Attendees: 50+

Date(s) Requested 1ST & 3RD FRIDAYS 2024 Time 1pm - 4pm Type of Event SOCIAL
Set Up _____ Take Down _____

Sporting Leagues — Please attach Schedule

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

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

Baseball—Josh Haeick	716-649-6170	Football—Nick Jagow	716-725-9680
Southtown Slammers/ Mike Bellagamba	716-225-7936	Soccer—Jessica Blesy	716-809-0121

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

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

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

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

Are you serving alcohol? _____ Yes _____ No
Are you having a Private Party? _____ Yes _____ No
Are you having a Public Special Event? _____ Yes _____ No

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

REQUEST THE TOWN BOARD WAIVE THE USE FEE.

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

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

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

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

William A. Davis

11/29/2023
(date)

(date)

TOWN OF BOSTON
APPLICATION FOR USE OF FACILITY

This Application is subject to Approval by the Town Board and **MUST** be received at least 1 week prior to Town Board meeting

*****Application, fees, plans, layouts and any additional proof from other agencies must be completed and submitted at time of application. Must be a Boston Resident to request use. *****

Name/Organization Shawn Vanderdoes Date 11/30/23

Name of person responsible for facilities _____
Title _____

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: 30

Date(s) Requested* 12-17-23 Time 12pm Noon Type of Event Birthday party
Set Up 10am Take Down 6pm

Sporting Leagues — Please attach Schedule

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

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

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Mike Bellagamba			

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<input checked="" type="checkbox"/> Town Hall Community Room w/ Kitchen And Bathroom Facilities	<input type="checkbox"/> Lions Shelter And Bathroom Facilities
<input type="checkbox"/> North Boston Park Fields	<input type="checkbox"/> Small Shelter
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WILL YOUR EVENT HAVE ANY OF THE FOLLOWING: (Check all that apply)

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<input type="checkbox"/> Parking (over 50)	- Please submit parking Plan: _____ (This must be approved by Park's Superintendent before submittal to Town Clerk with application)
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Alcoholic Beverages:
(IF SERVING ALCOHOL, CHECK ALL
THAT APPLY)

Are you serving alcohol? ☐ Yes ☒ No
Are you having a Private Party? ☒ Yes ☐ No
Are you having a Public Special Event? ☐ Yes ☒ No

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

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

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Sporting Leagues	\$1,000,000

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

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SIGNATURE OF APPLICANT: Shan C. Vark

Upon Completion, please submit to Town Clerk

FEE REC'D 12/4/2023
\$75 cash (date)

APPROVED/DENIED : _____ (date)