

**AGENDA**  
**REGULAR BOARD MEETING - TOWN OF BOSTON**  
**JANUARY 3, 2024 - 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 December 6, 2023
2. Consideration of all Fund Bills

**ITEM NO. III CORRESPONDENCE**

1. Town Clerk's Monthly Report for November 2023
2. Dog Control Officer Report for November 2023
3. November 2023 Income Statement
4. November 2023 Cash Balances
5. NYSEG & RG&E Press Release
6. 2024 Waste Management Program Guide
7. Association of Towns 2024 Annual Meeting and Training School
8. Erie County Water Authority Extract of Minutes and Tariff Amendments, December 14, 2023
9. Application for Use of Town Meeting Facility – Southtowns Homeschoolers
10. Charter Communications – Upcoming Changes effective January 30, 2024
11. Erie County Sewer District No. 3 – December 6, 2023 Minutes and 2024 Meeting Schedule
12. Erie County Water Authority Re: 2024/2025 Construction Projects, November 28, 2023
13. Erie County Water Authority Re: Contact List, December 6, 2023
14. Code Enforcement Officer Letter to Paul Black, Re: Restriction of access to easement appurtenant of record.

**ITEM NO. IV NEW BUSINESS**

1. Public Hearing for 2024 Ambulance Service Contract
2. Requests from the Floor (3-minute time limit per person)
3. Appointments
4. Committee and Liaison Appointments
5. Establish Salary Schedule

6. Set Payment of Salaries
7. Designation of Depositories
8. Set Dates and Times for Regular and Work Session Meetings
9. Designate Official Newspaper
10. Appointment to NEST Solid Waste Management Board
11. Direct Town Clerk to Send Letter to Refuse Collectors – Annual Licenses
12. Authorize Supervisor and Tax Collector to Invest Surplus Monies
13. Set Investment Policy
14. Authorize Signature Stamp for Supervisor
15. Set Mileage Rate Paid by Town
16. Authorize to Allow Lending Funds from One Account to Another
17. Set Hours for New York State Retirement Reporting
18. Petty Cash Funds
19. 284 Agreement to Spend Town Highway Funds
20. Set Holiday Schedule
21. Resolution 2024-01 Procurement Policy
22. Resolution 2024-02 Adopt Schedule of Fees
23. Resolution 2024-03 Attorney for the Town
24. Resolution 2024-04 CPL to Serve as Primary Engineer
25. Resolution 2024-05 LaBella Associates to Serve as Town Engineer
26. Resolution 2024-06 Rotella Grant Management to Serve as Town Grant Writer
27. Resolution 2024-07 Town Planning Consultant Agreement
28. Resolution 2024-08 Agreement with the Boston Free Library Association
29. Resolution 2024-09 Payment of Insurance Premium
30. Resolution 2024-10 Authorizing Contract for General Ambulance Service with Boston Emergency Squad Inc.
31. Resolution 2024-11 Adopting Ambulance District Billing Policy and Schedule of Fees
32. Resolution 2024-12 Funds Designated for Ambulance Purchase
33. Resolution 2024-13 Cloud Permit Software-As-A-Service Agreement
34. Resolution 2024-14 Replacement of Broken Valve at Tanglewood Drive and Allen Drive
35. Resolution 2024-15 Authorizing Purchase of Hose Crimping Machine for Highway Department Use
36. Resolution 2024-16 Approve Bid for Town Hall Entryway Improvements
37. Schedule a Public Hearing, Local Law No. 1. A Local Law to Amend the Boston Town Code to Add Chapter 94 “Short-Term Rentals” to require Owners of Short-Term Rentals to obtain a Short-Term Rental Permit

38. Schedule a Public Hearing for Special Permit, Live Entertainment License for Foxhole Farm Winery,  
8523 Cole Road
39. Association of Towns 2024 Annual Training attendance request by Allison Koczur
40. Association of Towns 2024 Annual Training attendance request by Supervisor Keding
41. Appoint delegate and alternate for Association of Towns 2024 Annual Business Meeting
42. Letter from Patricia Hice requesting leave of absence from position in the Congregate Dining Program
43. Letter from Dolores Valentine requesting leave of absence from position in the Congregate Dining  
Program
44. Application for Use of Sporting Facility – Southtowns Slammers
45. Application for Use of Sporting Facility – Buffalo Rake
46. Application for Use of Sporting Facility – Boston Patriots
47. Application for Use of Facility – Hamburg Central School District Pre-K

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

1. Appointment of Substitute Assistant Nutrition Director (tabled from the 12/6/23 TB meeting)

#### **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

Present: Supervisor Jason Keding, Councilwoman Jennifer Lucachik, Councilwoman Kelly Martin, and Councilwoman Kathleen Selby.

Also Present: Highway Superintendent Telaak and Attorney for the Town Costello.

Pastor Ted Brelsford, Faith United Church of Christ, opened the meeting with a prayer.

Preliminary matters: Supervisor Keding presented Proclamations from the Town of Boston and John Mills - Erie County Legislature to Frederick Shear in honor of his 100<sup>th</sup> birthday.

Regular business:

A motion was made by Councilwoman Selby and was seconded by Supervisor Keding to approve the minutes of the November 1, 2023 regular meeting.

Supervisor Keding	Yes	Councilwoman Lucachik	Abstain
Councilwoman Martin	Abstain	Councilwoman Selby	Yes

two (2) Yes	two (2) Abstain	Failed
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Supervisor Keding stated for the record, Town Board meeting minutes do not technically need to be voted on or passed, it's just a matter of formality, something that we have adopted and done, so there is no negative effect with that motion not passing.

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin, upon review by the Town Board, that fund bills in the amount of \$391,632.23 be paid.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes	Carried
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Supervisor Keding stated the following has been received and filed under correspondence:

Dispatch Call Summary Reports - October 2023 - Boston EMS, Boston Fire Co, North Boston Fire Co, Patchin Fire Co

Dog Control Officer's Report October 2023

Town Clerk's Report October 2023

Erie County Water Authority Extract of Minutes and Tariff

Resignation letter of David Bowen, Planning Board member

NYSEG Smart Meter Upgrade Program - Lancaster Division

Outstanding Compliance Training letter



October 2023 Income Statement

October 2023 Monthly Cash Balances

Office of the NYS Comptroller Tax Cap Review of 2024 Budget

Application for Use of Meeting Facility - Boston Seniors Club, Board Meeting dates for 2024

Application for Use of Meeting Facility - Wednesday Game Day for 2024

Application for Use of Meeting Facility - Thornwood Park HOA, Annual Meeting

Erie County Water Authority Letter Re: 2024/2025 Construction Projects

Erie County Water Authority Letter Re: Secondary Supply to Town of Boston

New business:

Supervisor Keding stated the floor is open for public comment.

The following persons were heard:

Robert Emhof	Wendy O'Bryant
Mary Ann Staelens	Paul Black
Kevin Tocke	Tammy Schunk

Supervisor Keding stated the floor is closed.

A motion was made by Councilwoman Lucachik and was seconded by Councilwoman Martin to appoint Arlene Weiss, Full/Regular Member to the Planning Board - Term through 2/1/2027, and to appoint Jessica Yuhas, Alternate Member to the Planning Board Term through 12/31/2025.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

A motion was made by Supervisor Keding and was seconded by Councilwoman Lucachik to table the appointment of Substitute Assistant Nutrition Director.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

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

**RESOLUTION 2023-86      APPROVING COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 17**

Negotiators for the Town of Boston and the International Union of Operating

Motion Con't:

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 the 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 tentative agreement that hereby is incorporated by reference.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

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

**RESOLUTION 2023-87                      ALLOCATING 2023 FUNDS TO THE AMBULANCE CAPITAL RESERVE FUND**

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 for a future ambulance purchase, the Boston Emergency Squad's oldest ambulance was purchased in 2008 and thus aging; and 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).

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

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

**RESOLUTION 2023-88                      REMOVE & REPLACE SHOP HEATERS IN PARKS/EMS BUILDING**

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 the Town has identified a need to remove and replace the shop heaters that currently sit in the Parks and EMS bay area; and 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 quotes for the necessary equipment and services were solicited from three companies and

Motion Con't:

quotes in the following amounts were obtained:

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

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.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

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

**RESOLUTION 2023-89      DOCUMENT MANAGEMENT SOFTWARE AND SERVICES**

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 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 certain Town records currently are stored on a physical server that is reaching the end of its lifespan; and 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 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 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 funds for this procurement are available in the Town's 2023 Budget, under the line Records Management, A00-1460-0200-0000; 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.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

A motion was made by Supervisor Keding and was seconded by Councilwoman Selby to schedule a 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

By Order of the Town Board

Published: December 15, 2023

Sandra L. Quinlan, Town Clerk

An Equal Opportunity Provider & Employer

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried

A motion was made by Councilwoman Martin and was seconded by Councilwoman Lucachik to approve the Use of Facility Applications for Boston Young at Heart Seniors, for meetings, 2<sup>nd</sup> and 4<sup>th</sup> Fridays of 2024, 1:00 pm, Town Hall Community room with kitchen and bathroom facilities, \$75 maintenance fee will be waived, and Boston Senior Club, for meetings, 1<sup>st</sup> and 3<sup>rd</sup> Fridays of 2024, 1:00 pm, Town Hall Community room with kitchen and bathroom facilities, \$75 maintenance fee will be waived.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes

Carried



A motion was made by Councilwoman Selby and was seconded by Councilwoman Lucachik to approve the Use of Facility Application for Shawn Vanderdoes, birthday party, December 17, 2023, 10:00am - 6:00 pm, Town Hall Community room with kitchen and bathroom facilities.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes

four (4) Yes Carried

Supervisor Keding stated that there is no old business for this meeting.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

Announced that leaf pick up is pretty much over for the year. Every pile in town has been picked up right now. When the guys are not plowing, they have been working on the ten-wheeler, putting a new steel floor in a dump box. Thanked the parks workers for putting up the Christmas decorations, they look nice, they did a great job. The Manger scene, thanked Jay Jackson for spearheading and getting the manger and trailer all fixed up. Kirst Construction, a brand-new roof on the manger, they did a great job. Mrs. Buckley and a few other ladies painted and fixed some of the statues, thank you. Thanked the highway workers for the plowing they did on November 27<sup>th</sup>, 16 inches of snow in Town. We have six workers in the highway department, they did a great job, they worked three different shifts.

When we get a snowstorm that lasts for more than 12 to 14 hours, two men plow the hills for 12 hours and the other two men come in to plow the hills for 12 hours. We have two men that do the subdivisions in the town. When they say they have got to go home and get some sleep, I do not have any coverage on any of the subdivisions for those hours. The highway department does not plow the county roads. If my men are doing the county roads that means Liebler Road and all the other town roads are not going to be plowed as much as they are now. If you have a problem, you should call Mark Poloncarz or John Mill's Office. John Mills is a great guy, and he might be able to help you out. One of the biggest problems of why we do not want to plow the county roads is because of the condition of the county roads. Last winter, a plow on Back Creek Road, at the intersection of Patchin Road, the plow caught the road and ripped the front plow right off the truck. The truck drove up on the plow. If it happened to my crew, then I have my other plow driver come back to help get that truck off the road and back to the shop, then the roads will not be plowed. I don't have mechanics and other people to do that kind of work. County roads are in terrible condition, Back Creek, Wohlhueter, South Abbott, you name it, just about every road in town. They don't take care of the paving in the summertime, ditches are full of muck then the water runs in the street, when it is cold at night it freezes up. The trees are dead, hanging over every county road in the Town of Boston, they do little tree maintenance. If we

have a snowstorm and there is a tree that comes down, it's in the road, tree needs to be moved, cut up. If we plow the county road, I need more men, more trucks, it will cost a lot more money.

Councilwoman Selby reported on the following:

I do not even know how to address any of these issues, I am willing to work, and I appreciate everyone coming out and enlightening us to the facts out there that maybe some of us on the other side of the hill or live in a subdivision are not aware of what is going on. I appreciate that insight and hopefully we can work together to come up with a resolve. In other happy events, Happy 100<sup>th</sup> Birthday Mr. Shear, and Marge, Happy 90<sup>th</sup> Birthday. So inspirational, both of your lives.

Councilwoman Lucachik reported on the following:

Planning Board meeting next Tuesday, December 12<sup>th</sup>, if anyone is interested in listening in. Happy Birthday Mr. Shear and Marge, thank you for allowing us to be part of what you do and how you care for the town. It is much appreciated, thank you.

Councilwoman Martin reported on the following:

Mr. Shear, I would like to thank you for your service and for being here today. Happy Birthday to you and Marge. Marge, you are an inspiration and your commitment to the town in everything you do. I am always very impressed.

Town Clerk Quinlan reported on the following:

Town of Boston Sharing Tree, located in the foyer had tags with wishes for 20 children in our community. All of the tags have been taken. If you do have a tag with a wish from a child, due back Monday December 18<sup>th</sup>. Thank you to the members of the community that do participate every year in fulfilling children's needs. Legislator John Mills worked in partnership with Erie County Senior Services to have HEAP, Feed More WNY onsite yesterday in the courtroom. The representatives were steady with residents coming to inquire about these services. I do have HEAP applications if anyone is interested in picking one up. I was also provided with winterization kits from National Fuel for anyone in need of those supplies.

December 5<sup>th</sup> Blood Drive- 22 units collected, impacting 66 lives

Total Units for 2022- 268, lives impacted 804

Total Units for 2023- 306, lives impacted 918

Barbara Moore asked that I read: With many thanks to the office of the Town Clerk and her office staff for making this schedule possible and workable. To Shawn Vanderdoes for handling all the tricky door locking issues and always being on hand to be helpful. To Jay Jackson for continuing to spread the good words and keep us updated. To Jamie Bigaj, the Account Executive at Connect Life whose innovative approaches

and enthusiasm keep the drive growing. To each and every person who showed up to donate and ultimately save lives of our loved ones, friends, neighbors and total strangers. The next drive is January 2nd. Just to leave you with something to think about...if we add 30 donations to the Connect Life Town of Boston Blood Drive over the course of 2024 the number of impacted lives will be over 1,000. That is 2.5 people per drive, so bring a friend! Wishing God's Blessing for all, Barbara

I consider this a community activity, Jay Jackson had asked that I report on the manger, neither Jay nor Councilman Cartechine were available to attend the meeting this evening, they have been involved in the process since inception. On Sunday, November 12<sup>th</sup>, a group of 12 Boston residents got together at Our Manger to start the repair process by removing the leaking roof. All the shingles and rotted plywood were removed, and the waste thrown away. The following week, Kirst Construction installed the new roof with plywood and lumber donated by Rucker Lumber and shingles donated by a Boston resident. After finishing the roof, Kirst moved the trailer to its display position across the street. Then on November 26<sup>th</sup>, a group of 14 residents came together and placed the newly-cleaned and painted manger figures and decorated the trailer with donated trees, straw, and pine boughs. According to Facebook posts, our Community really appreciates the work these people did. Another update is planned after the season closes. A journal of the work so far (including pictures) can be found on [boston-ny.com](http://boston-ny.com). Happy 100<sup>th</sup> birthday to Fred Shear and happy 90th birthday to Marge Edington. Both of you are pillars in this community.

Supervisor Keding reported on the following:

I know that I spoke a lot about plowing, so if there are additional questions, I'm always happy to chat with anyone. The phone number for John Mills office is 716-858-8850, his email is [John.Mills@erie.gov](mailto:John.Mills@erie.gov). I have reported on Erie Net program before, the program is 400 miles of dark fiber. I am a volunteer member of that board, and I am very happy to say that we are starting construction in Boston and in Concord. It will be a huge service to Southern Erie County. It comes out of the Rath building. The primary goal is to connect towns, cities and villages, libraries, fire companies and stand-alone emergency squads such as ours to the fiber optic network. Geographically, it will help connect the areas that during the pandemic when residents said they didn't have internet. Erie County Storefront revitalization, this a program where George's Hotdogs received funds from Erie County for a new roof and some other upgrades. Two other local businesses, Vacinek and the Babe Cave Salon, received \$40,000 for some additional improvements, kudos to those businesses receiving the money for storefront revitalization. At the work session tonight the Town Board and I had a conversation, we have our reorganizational meeting coming up in January and with the next Town Board meeting on December 20<sup>th</sup> and close to the holiday, we are going to be canceling that meeting due to lack of agenda items due to

the holiday. There will be no other meeting this year so we will see everybody next year. It is cold and flu season, we have covid tests here at the town hall to give, please don't spend money on purchasing. If we run low, we can ask Erie County for more kits. Taxpayer dollars have already paid for these test kits. Just let us know how many kits you need, we'll give them to you. Since there is no meeting for the rest of the month, Merry Christmas to all. Happy Birthday Mr. Shear and thank you for your service and for what you have done for the community and fire company. Mrs. Edington Happy Birthday to you.

A motion was made by Supervisor Keding and was seconded by Councilwoman Lucachik to adjourn the meeting at 9:07 p.m.

Supervisor Keding	Yes	Councilwoman Lucachik	Yes
Councilwoman Martin	Yes	Councilwoman Selby	Yes
four (4) Yes			Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK

# TOWN CLERK'S MONTHLY REPORT

TOWN OF BOSTON, NEW YORK

NOVEMBER, 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:

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## A1255

<u>9</u>	DECALS	<u>30.09</u>
<u>1</u>	MARRIAGE LICENSES NO. 23034 TO 23034	<u>17.50</u>
<u>17</u>	PHOTOCOPIES	<u>4.25</u>
<u>15</u>	DEATH CERTIFICATES	<u>150.00</u>
<u>3</u>	MARRIAGE CERTIFICATES	<u>30.00</u>
<u>31</u>	FAXES	<u>7.75</u>
<b>TOTAL TOWN CLERK FEES</b>		<b>239.59</b>

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## A2544

<u>48</u>	DOG LICENSES	<u>368.00</u>
<b>TOTAL A2544</b>		<b>368.00</b>

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## A2555

<u>6</u>	BUILDING PERMITS	<u>1,300.00</u>
<b>TOTAL A2555</b>		<b>1,300.00</b>

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## SR2130

<u>19</u>	WM BAG STICKER	<u>57.00</u>
<b>TOTAL SR2130</b>		<b>57.00</b>

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**TOWN CLERK'S MONTHLY REPORT**

NOVEMBER, 2023

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**DISBURSEMENTS**

PAID TO SUPERVISOR FOR GENERAL FUND	1,907.59
PAID TO SUPERVISOR FOR REFUSE & GARBAGE	57.00
PAID TO NYSDEC FOR DECALS	515.91
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	56.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
<b>TOTAL DISBURSEMENTS</b>	<b>2,559.00</b>

DECEMBER 5, 2023


  
\_\_\_\_\_  
JASON KEDING

, SUPERVISOR

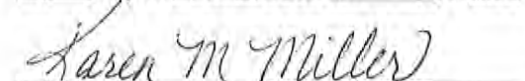
**STATE OF NEW YORK, COUNTY OF ERIE, TOWN OF BOSTON**

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

Subscribed and sworn to before me this

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

5<sup>th</sup> day of December 2023

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

KAREN M. MILLER  
Notary Public, State of New York  
Reg. No. 01MI6385215  
Qualified in Erie County  
Commission Expires 12-31-2026

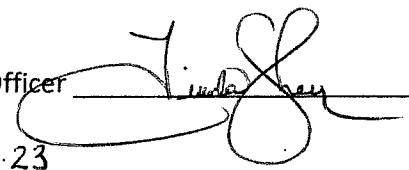
RECEIVED  
DISTRICT CLERK

# TOWN OF BOSTON DOG CONTROL OFFICER REPORT

707 DEC -4 PM 12:37

MONTH OF: November 2023

<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	1	0	1	8
Phone Calls Returned	4	1	-	1	8
Personal Calls Made	-	-	-	-	-
# Miles Patrolled	e	p p r	e x	5	5
# of Gallon gas used	-	-	-	-	-
# 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	-	-	-	-	-
***Fines Collected					
# of dogs euthenized	0	0	0	0	0
# of dogs adopted	-	-	-	-	-
# of dogs impounded	0	0	0	0	0

Signature of Dog Control Officer 

Date Submitted: 12.4.23

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

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

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

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

**Town of Boston**  
**Income Statement: 2023**  
**For the Period Ending 11/30/23**

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	3,435	107.34%
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	74,000	83.33%
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	5,029	122.66%
A00-2545-0000-0000	LICENSES- OTHER	300	300	300	100.00%
A00-2555-0000-0000	BUILDING PERMIT INCOME	18,200	18,200	34,389	188.95%
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%
		<b>\$ 1,794,743</b>	<b>\$ 1,810,600</b>	<b>\$ 1,713,460</b>	
<i>Expenditures</i>					
A00-1010-1000-0000	TOWN BOARD-PER SVC	\$ 36,400	\$ 36,400	\$ 33,367	91.67%
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	113,495	92.04%
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	131,388	92.25%
A00-1220-0200-0000	SUPERVISOR- EQUIP	1,000	1,000	-	0.00%
A00-1220-0400-0000	SUPERVISOR- CONTR	5,000	5,000	3,934	78.69%
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	2,510	50.21%
A00-1340-0100-0000	BUDGET DIRECTOR- PER SVC	3,786	3,786	3,495	92.31%
A00-1355-0100-0000	ASSESSOR-PERSONAL SVC	73,077	73,077	44,395	60.75%
A00-1355-0200-0000	ASSESSOR - EQUIPMENT	1,000	1,000	-	0.00%
A00-1355-0401-0000	ASSESSOR- CONTR	4,255	4,255	4,834	113.61%
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	98,211	88.18%
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	16,066	91.67%
A00-1420-0401-0000	ATTORNEY- CONTR	47,414	47,414	20,259	42.73%
A00-1430-4000-0000	PERSONNEL- CONTR	6,500	6,500	6,000	92.31%
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	19,198	65.97%
A00-1620-0200-0000	BUILDINGS- EQUIP	50,000	45,500	22,687	49.86%
A00-1620-0400-0000	BUILDINGS- CONTR	95,000	95,000	63,706	67.06%
A00-1620-0402-0000	BUILDINGS- CONTR-REC CENTER	10,000	10,000	5,989	59.89%
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	7,524	62.70%
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	27,839	79.54%
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	18,015	105.97%
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	2,960	70.48%
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	16,200	91.53%
A00-1990-0000-0000	CONTINGENT ACCOUNT	10,000	2,059	-	0.00%
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	6,000	6,000	5,154	85.91%



A00-3510-0100-0000	DOG CONTROL- PER SVC	14,255	14,255	13,067	91.67%
A00-3510-0200-0000	DOG CONTROL- EQUIP	1,000	1,000	-	0.00%
A00-3510-0400-0000	DOG CONTROL- CONTR	2,000	2,000	2,259	112.94%
A00-3620-0100-0000	SAFETY INSPECT-PER SVC	88,040	88,040	72,910	82.81%
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	3,649	52.12%
A00-5010-0100-0000	HIGHWAY SUPT-PER SVC	94,563	94,563	86,625	91.61%
A00-5010-0200-0000	HIGHWAY SUPT - EQUIPMENT	1,000	1,000	-	0.00%
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	5,000	5,200	2,520	48.45%
A00-5132-0400-0000	GARAGE-CONTR	26,000	26,018	18,976	72.94%
A00-5182-0400-0000	STREET LIGHTING-CONTR	25,000	29,657	20,456	68.98%
A00-6772-0100-0000	PROGRAM FOR AGING-PER SVC	34,075	34,075	27,532	80.80%
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	10,334	137.79%
A00-7110-0100-0000	PARKS- PER SVC	131,905	131,905	98,896	74.97%
A00-7110-0201-0000	EQUIPMENT	1,200	58,014	56,814	97.93%
A00-7110-0400-0000	PARKS- CONTR	25,000	25,000	15,838	63.35%
A00-7270-0100-0000	EVENT COORDINATOR - PER SVC	2,704	2,704	2,496	92.31%
A00-7270-0400-0000	BAND CONCERTS- CONTR	6,000	10,000	6,300	63.00%
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	3,520	91.67%
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	1,641	20.12%
A00-8010-0400-0000	ZONING-CONTR	9,000	9,000	652	7.24%
A00-8020-0100-0000	PLANNING-PER SVC	5,691	5,691	1,698	29.83%
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	470	15.47%
A00-8710-0400-0000	CONSERVATION- CONTR	6,550	7,560	3,199	42.32%
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	59,020	81.97%
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	53,278	76.11%
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%
		<b>\$ 2,220,959</b>	<b>\$ 2,306,358</b>	<b>\$ 1,945,383</b>	

Highway					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
DBO-1001-0000-0000	REAL PROPERTY TAX	\$ 853,332	\$ 853,332	\$ 853,332	100.00%
DBO-1120-0000-0000	NON-PROPERTY TAX DIST. BY CNTY	275,000	275,000	275,000	100.00%
DBO-2401-0000-0000	INTEREST AND EARNINGS	3,000	3,000	40,889	1362.97%
DBO-2650-0000-0000	SALE OF SCRAP	-	-	-	100.00%
DBO-2665-0000-0000	SALE OF EQUIPMENT	-	-	72,200	100.00%
DBO-2680-0000-0000	INSURANCE RECOVERIES	-	-	-	100.00%
DBO-2701-0000-0000	REFUND-PRIOR YR EXPENDITURES	-	-	-	100.00%
DBO-2709-0000-0000	EMPLOYEES CONTRIBUTIONS	-	-	-	100.00%
DBO-2770-0000-0000	OTHER UNCLASSIFIED	-	-	-	100.00%
DBO-2770-1000-0000	OTHER UNCLASSIFIED - FUEL REIMBURSEMENTS	2,000	2,000	1,703	85.14%
DBO-2801-0000-0000	INTERFUND REVENUES	65,000	65,000	-	0.00%
DBO-3501-0000-0000	STATE AID	178,952	178,952	-	0.00%
		<b>\$ 1,377,284</b>	<b>\$ 1,377,284</b>	<b>\$ 1,243,124</b>	
<i>Expenditure</i>					
DBO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 51	\$ 51	\$ 51	99.94%
DBO-5110-0100-0000	GENERAL REPAIRS-PER SVC	216,487	216,487	222,455	102.76%
DBO-5110-0400-0000	GENERAL REPAIRS-CONTR	203,647	203,647	341,214	167.55%
DBO-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	67,000	67,000	32,378	48.32%
DBO-5110-0420-0000	GEN REPAIRS- DRAINAGE	30,000	30,000	20,253	67.51%
DBO-5112-0200-0000	CAPITAL OUTLAY	178,952	178,952	13,136	7.34%
DBO-5130-0200-0000	MACHINERY- EQUIPMENT	185,500	242,314	56,814	23.45%
DBO-5130-0400-0000	MACHINERY- CONTRACTUAL	70,000	70,386	52,133	74.07%
DBO-5140-0100-0000	BRUSH & WEEDS-PER SVC (General Fund to Reimb)	30,394	30,394	37,560	123.58%
DBO-5140-0101-0000	BRUSH & WEEDS-PER SVC (HWY Right of Way Work)	21,975	21,975	-	0.00%
DBO-5140-0400-0000	MISC BRUSH & WEEDS-CONTRACTUAL	5,000	5,000	1,939	38.78%
DBO-5142-0100-0000	SNOW REMOVAL-PER SVC	183,289	183,289	104,057	56.77%
DBO-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	140,695	140,695	52,567	37.36%
DBO-5148-0100-0000	SNOW REMOVAL-OTHER GOV'T-PS	-	-	-	100.00%
DBO-5148-0400-0000	SNOW REMOVAL-OTHER GOVT-CONTR	-	-	-	100.00%
DBO-9010-0800-0000	STATE RETIREMENT	55,000	55,000	10,593	19.26%
DBO-9030-0800-0000	SOCIAL SECURITY	35,000	35,000	27,204	77.73%
DBO-9040-0800-0000	WORKERS' COMPENSATION	40,000	40,000	37,222	93.05%
DBO-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	80,000	80,000	53,379	66.72%
		<b>\$ 1,542,990</b>	<b>\$ 1,600,190</b>	<b>\$ 1,062,954</b>	

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

Water #2					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HBO-1001-0000-0000	REAL PROPERTY TAX	\$ 51,571	\$ 51,571	\$ 51,571	100.00%
HBO-2401-0000-0000	INTEREST & EARNINGS	150	150	3,044	2029.01%
		<b>\$ 51,721</b>	<b>\$ 51,721</b>	<b>\$ 54,615</b>	
<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%
		<b>\$ 51,721</b>	<b>\$ 51,721</b>	<b>\$ 13,025</b>	

Water #3					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HCO-1001-0000-0000	REAL PROPERTY TAX	\$ 259,430	\$ 259,430	\$ 260,106	100.26%
HCO-2401-0000-0000	INTEREST AND EARNINGS	1,000	1,000	21,078	2107.84%
		<b>\$ 260,430</b>	<b>\$ 260,430</b>	<b>\$ 281,184</b>	
<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%
		<b>\$ 263,464</b>	<b>\$ 263,464</b>	<b>\$ 244,869</b>	

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

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

Water #3 Ext. 1					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
HFO-1001-0000-0000	REAL PROPERTY TAX	\$ 10,978	\$ 10,978	\$ 10,978	100.00%
HFO-2401-0000-0000	INTEREST AND EARNINGS	50	50	937	1874.50%
		<b>\$ 11,028</b>	<b>\$ 11,028</b>	<b>\$ 11,915</b>	
<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%
		<b>\$ 11,028</b>	<b>\$ 11,028</b>	<b>\$ 8,000</b>	

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%
		<b>\$ 14,051</b>	<b>\$ 14,051</b>	<b>\$ 14,731</b>	
<i>Expenditure</i>					
L30-5182-0401-0000	CONTRACTS	\$ 14,051	\$ 14,051	\$ 12,516	89.07%
		<b>\$ 14,051</b>	<b>\$ 14,051</b>	<b>\$ 12,516</b>	

Fire					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SFO-1001-0000-0000	REAL PROPERTY TAX	\$ 801,039	\$ 801,039	\$ 801,039	100.00%
SFO-1120-0000-0000	NONPROPERTY TAX DIST	100,000	100,000	100,000	100.00%
SFO-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	14,189	1418.86%
		<b>\$ 902,039</b>	<b>\$ 902,039</b>	<b>\$ 915,228</b>	
<i>Expenditure</i>					
SFO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 37	\$ 37	\$ 37	99.81%
SFO-3410-0401-0000	CONTRACTS	654,482	654,482	639,952	97.78%
SFO-9025-0800-0000	SERVICE AWARDS PROGRAM	250,000	450,000	450,000	100.00%
SFO-9040-0800-0000	WORKERS COMP INSURANCE	15,000	15,000	14,036	93.57%
		<b>\$ 919,519</b>	<b>\$ 1,119,519</b>	<b>\$ 1,104,025</b>	

Refuse					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SGO-1001-0000-0000	REAL PROPERTY TAX	\$ 843,128	\$ 843,128	\$ 846,727	100.43%
SGO-2130-0000-0000	REFUSE AND GARBAGE CHARGES	1,200	1,200	3,739	311.61%
SGO-2401-0000-0000	INTEREST EARNINGS	1,000	1,000	14,474	1447.44%
		<b>\$ 845,328</b>	<b>\$ 845,328</b>	<b>\$ 864,941</b>	
<i>Expenditure</i>					
SGO-8160-0401-0000	GARBAGE CONTRACTUAL BFI	\$ 845,328	\$ 845,328	\$ 728,126	86.14%
		<b>\$ 845,328</b>	<b>\$ 845,328</b>	<b>\$ 728,126</b>	

Ambulance					
Account Number	Account Description	Original Budget Amount	Amended Budget Amount	Actual Rev/Exp YTD	% YTD
<i>Revenue</i>					
SMO-1001-0000-0000	REAL PROPERTY TAX	\$ 100,987	\$ 100,987	\$ 100,987	100.00%
SMO-1120-0000-0000	NONPROPERTY TAX DISTRIBUTION	80,000	80,000	80,000	100.00%
SMO-2401-0000-0000	INTEREST INCOME	200	200	9,331	4665.75%
		<b>\$ 181,187</b>	<b>\$ 181,187</b>	<b>\$ 190,318</b>	
<i>Expenditure</i>					
SMO-1930-0400-0000	JUDGEMENT & CLAIMS	\$ 5	\$ 5	\$ -	0.00%
SMO-4540-0200-0000	AMBULANCE- CAPITAL EQUIPMENT	40,000	40,000	-	0.00%
SMO-4540-0400-0000	CONTRACTUAL	99,758	99,758	82,341	82.54%
SMO-9025-0800-0000	LOCAL PENSION FUND	19,000	19,000	12,642	66.54%
SMO-9040-0800-0000	WORKER'S COMP	8,000	8,000	4,841	60.51%
SMO-9730-0600-0000	BAN'S PRINCIPAL	13,452	13,452	13,452	100.00%
SMO-9730-0700-0000	BAN'S INTEREST	972	972	971	99.92%
		<b>\$ 181,187</b>	<b>\$ 181,187</b>	<b>\$ 114,247</b>	

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				
	<b>New Frontier Excavating &amp; Paving</b>	\$ 430,253	\$ -	\$ 412,101	95.78%
	<b>Engineering</b>	\$ 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				
	<b>Sicoli Construction</b>	\$ 466,700	\$ 249,889	\$ 437,687	93.78%
	<b>Engineering</b>	\$ 38,900	\$ 2,239	\$ 40,243	103.45%
	<b>Misc. Expenses (Ads / Dumpster/etc.)</b>	\$ 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				
	<b>Construction</b>	\$ -	\$ -	\$ -	0.00%
	<b>Engineering</b>	\$ 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				
	<b>Construction</b>	\$ -	\$ -	\$ -	
	<b>Engineering</b>	\$ -	\$ 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	11/30/2023
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	\$ 2,189,428
General (A)	A00-0210-0000	Petty Cash	\$ 500	\$ 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	\$ 7,411
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	\$ 63,484
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	\$ 87,775
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	\$ 130,263
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	\$ 38,455
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	\$ 130,565
			\$ 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	\$ 2,647,881
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	\$ 851,584
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	\$ 300,592
			\$ 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	\$ 1,152,176
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	\$ 9,630
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	\$ 349,834
			\$ 778,662	\$ 794,830	\$ 766,750	\$ 860,852	\$ 795,777	\$ 764,271	\$ 754,375	\$ 690,565	\$ 3,911	\$ 357,946	\$ 359,464
Fire Protection (SF)	SFO-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	\$ 233,310
			\$ 407,448	\$ 407,501	\$ 999,123	\$ 999,208	\$ 796,723	\$ 488,060	\$ 489,492	\$ 489,447	\$ 485,878	\$ 236,707	\$ 233,310
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	\$ 23,620
			\$ 21,421	\$ 20,113	\$ 32,955	\$ 31,821	\$ 30,747	\$ 29,700	\$ 28,687	\$ 27,657	\$ 26,409	\$ 25,107	\$ 23,620
Ambulance (SM)	SMO-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	\$ 123,591
Ambulance (SM)	SMO-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	\$ 186,599
			\$ 193,490	\$ 191,659	\$ 336,791	\$ 336,717	\$ 337,113	\$ 337,183	\$ 336,199	\$ 323,140	\$ 309,110	\$ 309,513	\$ 310,190
Garbage (SG/SR)	SGO-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	\$ 282,414
			\$ 144,742	\$ 73,572	\$ 849,825	\$ 781,207	\$ 712,510	\$ 644,940	\$ 576,375	\$ 504,376	\$ 430,776	\$ 355,868	\$ 282,414
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	\$ 136,258
Water (SW)	HBO-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	\$ 122,494
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	\$ 281,333
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	\$ 366,964
Water (SW)	HDO-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	\$ 49,578
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	\$ 121,674
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	\$ 33,672
			\$ 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	\$ 1,111,973
			\$ 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	\$ 6,121,028

# **NYSEG and RG&E Roll Out Smart Meters Across Upstate New York**

*More than 265,000 smart meters installed to date*

*Customers with smart meters receiving bills based on actual use*

**BINGHAMTON, N.Y. — December 13, 2023 —** New York State Electric & Gas (NYSEG) and Rochester Gas and Electric (RG&E) today announced that more than 265,000 meters across Upstate New York have been successfully upgraded to smart meters, which provide customers with more convenience, control, and expanded choice in understanding and managing their energy use. Smart meter rollout has begun in the Ithaca, Rochester, Sodus, Brewster, and Binghamton divisions, as well as for new builds and meter replacements in other parts of the state.

“The rollout of this important technology is an example of our passion and persistence in providing the best service possible for our customers,” said Patricia Nilsen, president and CEO of NYSEG and RG&E. “I’m grateful for the tireless work of our field crews and contractors working diligently to get this game changing infrastructure investment spread across the state, and for the cooperation of our customers as we come door-to-door to perform the installations.”

NYSEG and Rochester Gas & Electric (RG&E) are subsidiaries of Avangrid, which has committed to installing more than 1.3 million electric smart meters and adding 600,000 natural gas modules for customers statewide. Smart meters are electric or natural gas meter modules with two-way wireless communications between the meter and the Company’s systems. They securely transmit usage and meter status data to NYSEG automatically, enabling monthly bills to be based on actual use versus manual meter reading or estimates, allowing customers better control over their energy bills.

Smart meters automatically transmit usage data, so the need for bill estimates, onsite visits, and customer meter reads is greatly reduced. They also help the Companies pinpoint and respond to outages more quickly. Moving is even easier with smart meters. In early 2024, the Companies will begin installations in NYSEG’s Lancaster division in Western New York.

For additional information on smart meters please click [Smart Meters - NYSEG](#) or [Smart Meters - RGE](#)

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**About NYSEG:** New York State Electric & Gas Corporation (NYSEG) is a subsidiary of Avangrid, Inc. Established in 1852, NYSEG operates approximately 35,000 miles of electric distribution lines and 4,500 miles of electric transmission lines across more than 40% of upstate New York. It also operates more than 8,150 miles of natural gas distribution pipelines and 20 miles of gas transmission pipelines. It serves approximately 894,000 electricity customers and 266,000 natural gas customers. For more information, visit [www.nyseg.com](http://www.nyseg.com).

**About RG&E:** Rochester Gas and Electric Corporation (RG&E) is a subsidiary of Avangrid, Inc. Established in 1848, RG&E operates approximately 8,800 miles of electric distribution lines and 1,100 miles of electric transmission lines. It also operates approximately 10,600 miles of natural gas distribution pipelines and 105 miles of gas transmission pipelines. It serves approximately 378,500 electricity customers and 313,000 natural gas customers in a nine-county region in New York surrounding the City of Rochester. For more information, visit [www.rge.com](http://www.rge.com).

**About Avangrid:** Avangrid, Inc. (NYSE: AGR) aspires to be the leading sustainable energy company in the United States. Headquartered in Orange, CT with approximately \$41 billion in assets and operations in 24 U.S. states, Avangrid has two primary lines of business: networks and renewables. Through its networks business, Avangrid owns and operates eight electric and natural gas utilities, serving more than 3.3 million customers in New York and New England. Through its renewables business, Avangrid owns and operates a portfolio of renewable energy generation facilities across the United States. Avangrid employs more than 7,500 people and has been recognized by JUST Capital in 2021, 2022 and 2023 as one of the JUST 100 companies – a ranking of America’s best corporate citizens. In 2023, Avangrid ranked first within the utility sector for its commitment to the environment. The company supports the U.N.’s Sustainable Development Goals and was named among the World’s Most Ethical Companies in 2023 for the fifth consecutive year by the Ethisphere Institute. Avangrid is a member of the group of companies controlled by Iberdrola, S.A. For more information, visit [www.avangrid.com](http://www.avangrid.com).



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607-788-6785

## Bulky Waste

Bulk item collection only occurs during a single week, once a month. You must call and schedule a collection. Bulk items will not be collected without scheduling with WM. You are allowed one scheduled pickup each month of up to 3 bulk items. Please place your bulk items on the curbside with your regular trash on your scheduled day.

**WM (800) 972-4545**  
**WM.com**

- Acceptable items include small furniture, bedding, mattresses, hot water tanks, and household appliances.
- Awkwardly sized or shaped household items that do not fit into your trash cart.
- Mattress and box-spring sets count as ONE item.
- Carpeting is acceptable, but must be rolled into lengths of 4 feet or less, taped securely, and do not have a diameter wider than 18 inches.
- Items such as weed trimmers, small lawnmowers or any small equipment requiring oil and/or gas must have those liquids removed prior to collection.
- Large items must be a size that can easily be handled by two people.
- Holiday trees are considered a bulk item and can be scheduled for collection.

## Bulk items do NOT include

**Additional trash bags, boxes of trash or old trash cans filled with trash.**

Electronics or appliances containing CFC's such as refrigerators, freezers, air conditioners, dehumidifiers, etc. UNLESS the CFC's have been professionally removed and the items has been stickered as "Freon Free" by the professional. Any professionally stickered refrigerator or freezer must have the doors removed prior to collection.

## At your Door Special Collection

For household hazardous waste of electronics such as old cans of paint, unwanted insect spray, used batteries, old computers or tv's, please contact WM's AT Your Door Special Collection for pickup. For this special service, please contact **1-800-449-7587** or go to **www.wmatyourdoor.com**.

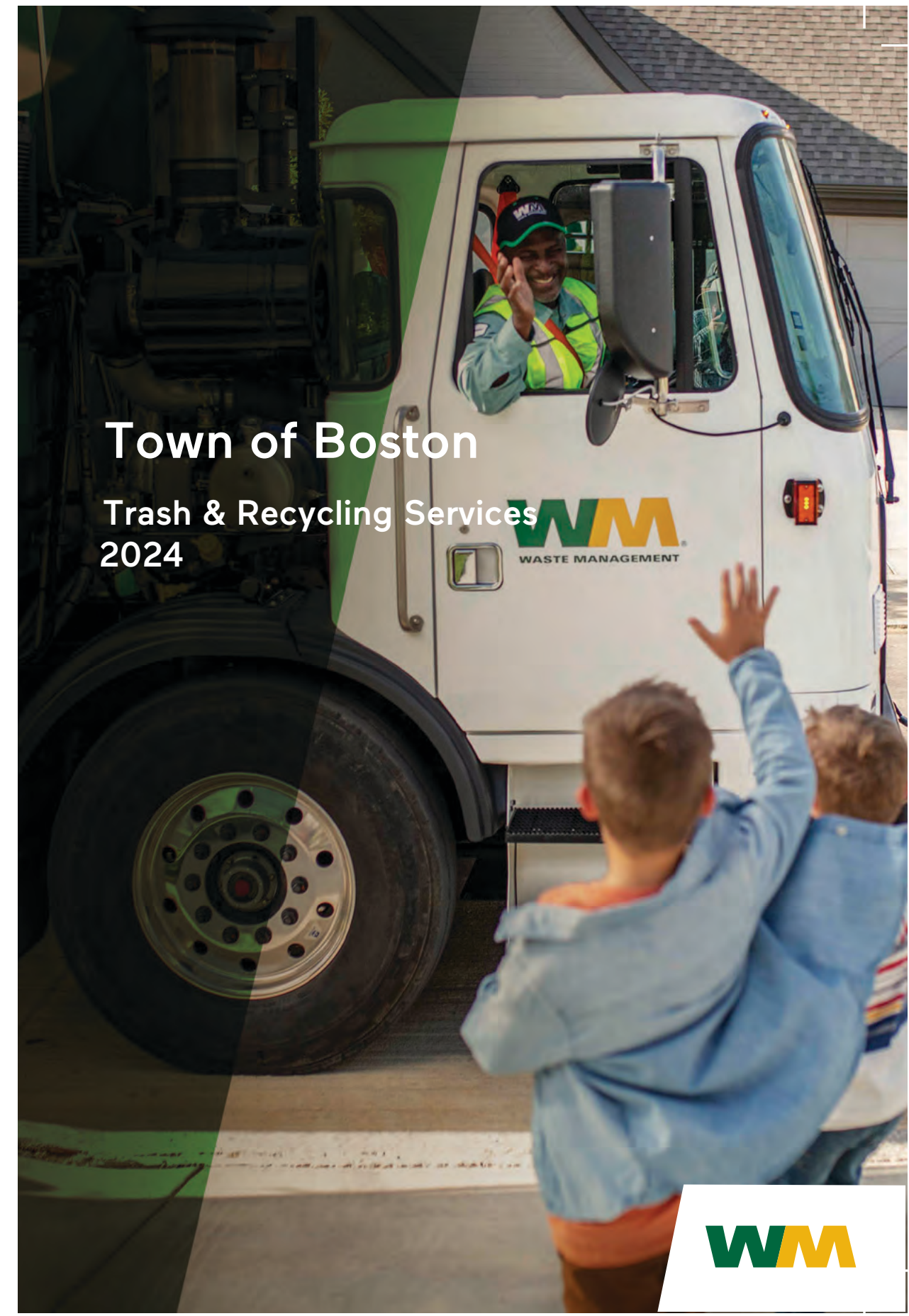
## New Service Schedule

HOUSE #	STREET NAME	SERVICE DAY
7015-7385	ABBOTT RD	WEDNESDAY
5451-7967	ALLEN DR	MONDAY
4904-4957	APPLETREE RD	MONDAY
6601-6664	ASPEN DR	WEDNESDAY
7422-9376	BACK CREEK RD	TUESDAY
4847-5151	BELCHER RD	MONDAY
7043-7991	BOSTON COLDEN	THURSDAY
6857-7401	BOSTON CROSS RD	THURSDAY
7010-7162	BOSTON STATE RD	TUESDAY
7202-9356	BOSTON STATE RD	WEDNESDAY
9379-9959	BOSTON STATE RD	THURSDAY
6947-7070	BROWN HILL RD	TUESDAY
7833-7949	BURR RD	THURSDAY
6075-6175	BUTTERNUT RD	TUESDAY
7660-7695	CHARLES RD	TUESDAY
6471-6556	CHESTNUT LN	THURSDAY
7042-7655	CHESTNUT RIDGE	THURSDAY
5750-5846	CLOVERFIELD DR	TUESDAY
5763	CLOVERFIELD DR	TUESDAY
7033-9245	COLE RD	THURSDAY
6550-6585	COLONIAL DR	TUESDAY
5494	CREEKSIDE CT	TUESDAY
7443-7531	CRESTWOOD CIR	THURSDAY
6390-6417	DEANNA DR	WEDNESDAY
8913-8947	DEER RUN RD	TUESDAY
9170-9360	DUNN RD	THURSDAY
4650-7099	EAST LN	MONDAY
7063-7099	EAST LN	MONDAY
4503-7050	ECKHARDT RD	MONDAY
7376-7900	EDDY RD	THURSDAY
4676-4720	EDGEWOOD TER	MONDAY
5574-5766	EISS HILL RD	MONDAY
7210-7234	ELMTREE PL	TUESDAY
9856-9943	EMERLING RD	TUESDAY
7651-7665	ENDRESS RD	TUESDAY
4780-9554	ENSER RD	MONDAY
6521-6563	FAIRLANE DR	WEDNESDAY
7362-9920	FEDDICK RD	MONDAY
5438-5535	GEORGE DR	MONDAY
5163-5256	GLENN TER	MONDAY
8711-8930	GREENBRIAR TER	WEDNESDAY
4513-4858	HAAG RD	MONDAY
7133-7340	HEINRICH RD	MONDAY
7405-7499	HEINRICH RD	TUESDAY
5643-6031	HERMAN HILL RD	WEDNESDAY
7289-7359	HICKORY DR	WEDNESDAY
8899-8987	HICKORY MEADOWS	WEDNESDAY
6498-6570	HILLCREST DR	THURSDAY
6089-6608	HILLCROFT DR	TUESDAY
6662-6780	HILLCROFT DR	WEDNESDAY
6477-6591	HILLSIDE DR	THURSDAY
6620-6688	HOLIDAY DR	WEDNESDAY
5537-5790	HOMESTEAD RD	TUESDAY
7370-7526	HUNN RD	THURSDAY
7724-7956	HYWOOD DR	MONDAY
5509-5622	JAMES DR	TUESDAY
5559-5615	JOHNS TER	TUESDAY
4467-5489	KELLER RD	MONDAY
7690-7700	KEVIN DR	MONDAY
6408-6482	KEVINTON PL	WEDNESDAY
9623-9752	LANGO RD	THURSDAY
6613-7270	LIEBLER RD	THURSDAY
7171-8639	LOWER EAST HILL	THURSDAY

HOUSE #	STREET NAME	SERVICE DAY
6451-6505	LUDON DR	WEDNESDAY
5530-5550	MAPLE GROVE DR	MONDAY
8657-8702	MAPLELAWN DR	WEDNESDAY
8853-8873	MAURICE CT	WEDNESDAY
6286-6375	MAY DR	WEDNESDAY
5020-5257	MAYER RD	MONDAY
5470-5690	MEADOW DR	TUESDAY
6657-6722	MEADOWBROOK	WEDNESDAY
6585-6739	MILL ST	TUESDAY
4560-4647	MORNINGSIDE DR	MONDAY
4509-5100	NORTH BOSTON	MONDAY
8631-8701	NOR GREENBRIAR	WEDNESDAY
5552-5645	NORTHSIDE DR	TUESDAY
7281-7799	OLD LOWER EAST HILL	THURSDAY
5865-5975	OLD ORCHARD DR	TUESDAY
5948-6066	OLD PFARNER RD	MONDAY
6351-7805	OMPHALIUS RD	THURSDAY
8647-8719	PARK DR	WEDNESDAY
7105-7189	PARKSIDE AVE	TUESDAY
6304-6467	PATCHIN RD	TUESDAY
8853-9049	PEARL ST	WEDNESDAY
5973-6403	PFARNER RD	TUESDAY
6744-6967	PIN OAK DR	WEDNESDAY
4621-4727	PINECREST TER	MONDAY
6697-6751	PINEHURST DR	WEDNESDAY
5791-5796	POLISH HILL RD	MONDAY
5223-5255	RAVINE DR	MONDAY
6642-6786	REDWING DR	WEDNESDAY
5201-5934	RICE RD	MONDAY
6181-6615	RICE RD	TUESDAY
5534-5600	RIPPLE DR	TUESDAY
9300-9302	ROBIN DR	THURSDAY
8613-9276	ROCKWOOD RD	MONDAY
6680-6755	ROLLIN DR	WEDNESDAY
7135-7200	SERPENTINE DR	THURSDAY
5041-5910	SHERO RD	MONDAY
6065-6241	SHERO RD	TUESDAY
6551-6563	SHERWOOD LN	WEDNESDAY
9313-9360	SMOLINSKI DR	THURSDAY
5457-5677	SOUTH FEDDICK	MONDAY
5561-5650	SOUTHSIDE DR	TUESDAY
6990-7044	SUNSET LN	THURSDAY
5465-5507	TANGLEWOOD DR	MONDAY
7006-7229	TAYLOR RD	MONDAY
5994-6192	THORNWOOD DR	WEDNESDAY
9696-9996	TREVETT RD	TUESDAY
7205-7243	TRICIA LN	WEDNESDAY
5248-5277	URSULA LN	MONDAY
7503-7550	VALLEY CIRCLE LN	TUESDAY
5387-5395	VALLEY CIRCLE PL	TUESDAY
6519-6621	VALLEY VIEW	WEDNESDAY
6113-7353	WARD RD	THURSDAY
9482-9725	WEST HILL RD	TUESDAY
7050-7056	WEST LN	MONDAY
6014-6975	WEST TILLEN RD	TUESDAY
6101-6275	WILDWOOD DR	WEDNESDAY
6385-6490	WILLOW DR	WEDNESDAY
7425-7770	WOHLHUETER RD	THURSDAY
7260-7350	WOODLAND DR	WEDNESDAY
5859-5940	WOODLEE CT	WEDNESDAY
4504-4735	ZENNER RD	MONDAY
7363-7629	ZIMMERMAN RD	TUESDAY
7669-9905	ZIMMERMAN RD	MONDAY



IMPORTANT INFORMATION INSIDE About your Waste and Recycling Services



Town of Boston  
Trash & Recycling Services  
2024





Dear Boston Residents,

WM looks forward to continuing to service the residents of Boston to help your community be as clean - and green - as possible. We'd like to take this opportunity to provide you updated information related to your trash and recycling services.

**For more information**

**WM: (800) 972-4545**

**WM.com**

Thank you and we appreciate your cooperation.

Sincerely

WM

**Schedule**

Trash is collected weekly and recycling collected every other week. **All materials should be placed at the curb by 6:00 a.m. on your collection day.** Please see the 2024 service calendar on th adjacent panel.

**Trash**

All regular household refuse must be bagged and placed in your WM-issued cart for collections.

Materials may not protrude from the cart and the lid must securely close.

**NOTE: DO NOT place recyclables in trash cart.**

The following items will NOT be accepted in the trash cart:

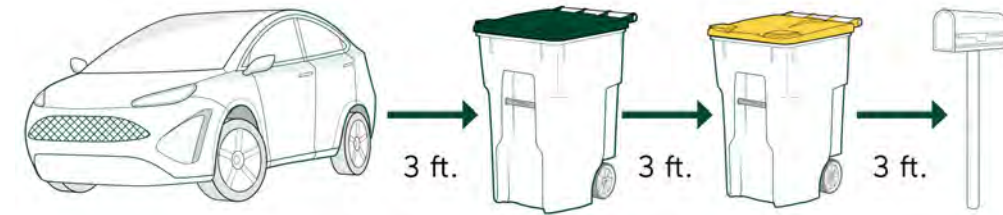
- Dirt, sod, concrete or rock
- Construction/demolition debris
- Household hazardous waste
- Hot ashes or flammable materials such as oil, gas or paint

If you have any normal household garbage that is not recyclable and does not fit into your cart, you can place the excess garbage in 30 gallon bags and affix an extra capacity sticker on each bag.

Stickers can be purchased at Town Hall for \$3.00 each. After affixing the sticker to the extra bag you can place the extra bag next to your trash cart for collection. Any bags without the sticker will not be collected.

**Care and use of the cart:**

- Always keep the lid closed to keep rain, snow and animals out.
- Clean the cart periodically.
- Since automated waste collection requires clearance for the vehicle's lifting mechanism, any cars parked at the curb should be at least 5 feet from the trash cart.



The placement of the cart is very important as the collection vehicle's lifting arm requires clearance of at least 3 feet on both sides of the cart and 12 feet overhead.

Carts should be no more than 2 feet away from the road's edge, with the arrow facing the road and handles facing the house.

Carts should remain on the property at all times and are the property of WM. Please do not take the container with you if you move.

Your are encouraged to mark the inside of your cart with your property address. All carts should be labeled with your property address.

Should your cart require repair, please call **WM at (800) 972-4545.**

**Recycling**

Recycling not only conserves precious natural resources, it also helps to reduce costs by decreasing the amount of materials that end up in landfills.

- Place all your recyclable materials inside your recycling cart.
- Do not bag your recyclables. Keep your recyclables loose inside of your recycling cart.
- An additional cart can be purchased by contacting the Town of Boston. There will be an additional cost associated with additional cart purchase.
- Recycling carts should be placed curbside every other week on the same day as your trash collection. Please refer to the calendar for your recycling schedule.
- See a list of all acceptable recycling materials on the adjacent panel.

**RECYCLE RIGHT** To learn more, visit [wm.com/recyclerright](http://wm.com/recyclerright)



**Always Recycle**



**Plastic Bottles & Containers**



**Glass Bottles & Containers**



**Food & Beverage Cans**



**Paper**



**Flattened Cardboard & Paperboard**



**Do Not Include In Your Recycling Container**



**No Food or Liquids**



**No Loose Plastic Bags, Recyclables in Plastic Bags, or Film**  
Empty recyclables directly into your cart



**No Foam Cups & Containers**



**No Yard Waste**



**No Clothing, Furniture or Carpet**



**No Hazardous Waste or Batteries**

© 2023 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

**2024 Town of Boston Collection Schedule**

Holiday							Recycling Week							March						
January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3							1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

**Holiday Schedule**

When an observed holiday falls on a normal collection day, collections will be delayed by one day for the remainder of the week. The following holidays will result in delayed collections:

- New Year's Day - Memorial Day - Independence Day - Labor Day - Thanksgiving Day - Christmas Day**



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# Registration Rate Sheet

**2024 Annual Meeting & Training School\***  
**Feb. 18 - 21, 2024**  
**New York Marriott Marquis, NYC**

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

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

EXPENSES: Actual and necessary expenses incurred in attending this school, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).

## **Rates Aug. 1, 2023 - Oct. 31, 2023**

Member municipality, conference | \$120  
Non-member municipality, conference | \$145  
Non-municipality, company, conference | \$320

## **Rates Nov. 1, 2023 - Jan. 27, 2024**

*(registrations submitted after Jan. 27 will be processed at on-site rates)*

Newly Elected Official Training Bundle | \$50  
Member municipality, conference | \$150  
Non-member municipality, conference | \$175  
Non-municipality, company, conference | \$350

## **Attorney Continuing Legal Education (CLE)**

*Fee includes meeting registration. Credit hours and rates –*

*10.5 credit hours offered live, plus free registration for up to two credit hours for virtual courses offered in 2024.*

Member (early bird / regular / on-site) | \$435 / \$465 / \$500  
Non-member (early bird / regular / on-site) | \$460 / \$490 / \$525  
Non-municipality, company, conference (early bird / regular / on-site) | \$635 / \$665 / \$700

## **Special Training Rate for Newly Elected Officials**

If you are a newly elected official AND attending either our Rochester or Albany Newly Elected Town Official Training School, we are pleased to offer you a special registration rate of \$50 to our 2024 Annual Meeting & Training School — another two-and-a-half days of specialized training for just \$50! Registration by MAIL, only.

**Code enforcement officer in-service training PLUS  
free, accredited town justice training and elective court clerk training.**

## **Book your room.**

To reserve your room, visit <https://book.passkey.com/go/AOT2024> or call the NY Marriott Marquis at 1(877)303-0104. Rooms with an asterisk (\*) next to them have limited availability. 2024 room rates are as follows:

Marquis Standard King/Double | \$308  
Times Square View | \$409\*  
Deluxe Suite | \$609\*  
Premier One-Bedroom Suite | \$709\*

CHK # \_\_\_\_\_

ORDER # \_\_\_\_\_

*Association of Towns Educational Series*  
*Registration Form*



# TRAINING & CERTIFICATION

## FOR TOWN OFFICIALS

NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TOWN/COMPANY \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

ONE REGISTRANT PER FORM

**EVENT: 2024 ANNUAL MEETING & TRAINING SCHOOL**  
**FEB. 18 - 21, 2024 • NEW YORK MARRIOTT MARQUIS, NYC**

### Special Training Rate for Newly Elected Officials

If you are a newly elected official AND attending either our Rochester or Albany Newly Elected Town Official Training School, we are pleased to offer you a special registration rate of \$50 to our 2024 Annual Meeting & Training School — another two-and-a-half days of specialized training for just \$50! Attendees are responsible for traveling, room and board and other expenses. Online registration not available for this special rate; to receive this rate, please mail your form with payment to Association of Towns, 150 State St., Albany, NY 12207.

*(One form required per attendee. Cancellation requests must be postmarked or faxed to AOT at (518)465-0724 by 5 p.m. Feb. 2, 2024. All cancellations will be charged a \$10 processing fee.)*

Registration Type	Registration Deadline	Rate
Special Rate: Newly Elected Training Package <i>(Must register at full price for 2024 NETO Training in Rochester or Albany)</i>	Feb. 2, 2024	\$50

Reserve your hotel room by Oct. 31, 2023 to lock in 2023 room rates. On Nov. 1, room rates will increase to 2024 rates.

Vouchers are not an accepted form of payment.

• To reserve your room, visit <https://book.passkey.com/go/AOT2024> or call the NY Marriott Marquis at 1(877)303-0104  
MAIL or FAX completed registration form with a check for the corresponding registration fee to:

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

*Association of Towns Educational Series  
Registration Form*

FOR INTERNAL USE ONLY

CHK # \_\_\_\_\_

ORDER # \_\_\_\_\_



**TRAINING & CERTIFICATION  
FOR TOWN OFFICIALS**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TOWN/COMPANY \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

ONE REGISTRANT PER FORM

**EVENT: 2024 ANNUAL MEETING & TRAINING SCHOOL  
FEB. 18 - 21, 2024 • NEW YORK MARRIOTT MARQUIS, NYC**

	Registration Type	Select (x)	Rate
<b>Aug. 1 - Oct. 31</b>	Early-bird Member		\$120
	Early-bird Non-member		\$145
	Early-bird Non-municipality / company		\$320
	Early-bird CLE member		\$435
	Early-bird CLE non-member		\$460
	Early-bird CLE non-municipality/company		\$635
<b>Nov. 1 - Jan. 27**</b>	Member		\$150
	Newly Elected Member (must attend one 2024 NETO school)		\$50
	Accredited Justice Training		\$0
	Elective Court Clerk Training		\$0
	Non-member		\$175
	Non-municipality / company		\$350
	CLE member		\$465
	CLE non-member		\$490
	CLE non-municipality / company		\$665
<b>**Any registration after Jan. 27, 2024 will be processed at our on-site registration rates.</b>			

Reserve your hotel room by January 27, 2024. Vouchers are not an accepted form of payment.

- To reserve your room, visit <https://book.passkey.com/go/AOT2024> or call the NY Marriott Marquis at 1(877)303-0104  
MAIL or FAX completed registration form with a check for the corresponding registration fee to:  
Association of Towns, 150 State St., Albany, NY 12207 | Fax: (518)465-0724

# **VALET PARKING RATES 2023**

## **Registered Guests**

(Overnight Charge 24 Hours Max)

**Cars - \$70.00**

**SUV: Explorers, Mini-Vans, etc. - \$80.00**

**Oversized: F150's, Yukons, Suburbans, etc. - \$95.00**

## **Transient Parking (Hourly)**

**CARS: 3 HOURS Max \$45.00 12 HOURS max \$58.00**

**OVERSIZED: 3 HOURS Max \$55.00 12 HOURS max \$68.00**

**SUPERSIZED: 3 HOURS Max \$65.00 12 HOURS max \$83.00**

**No Vans, Limousines or Motorcycles**

**All Transients Over 12 Hours Fall Under Overnight Rates**

**18.375% N.Y.C. Parking Tax included**



## Erie County Water Authority

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

RECEIVED  
BOSTON TOWN CLERK

2023 DEC 26 PM 11:03

Office of the Secretary

December 22, 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, December 14, 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", with a long horizontal flourish extending to the right.

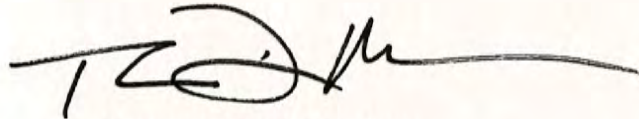
Terrence D. McCracken  
Secretary to the Authority

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 14<sup>th</sup> day of December 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 14<sup>th</sup> day of December 2023.



Terrence D. McCracken  
Secretary to the Authority

**(SEAL)**



**EXTRACT FROM THE MINUTES OF THE MEETING OF THE  
ERIE COUNTY WATER AUTHORITY  
DECEMBER 14, 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 14<sup>th</sup> day of December 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**

**2.00 AVAILABILITY AND TYPES  
OF SERVICE**

**2.31** Water service may be discontinued by the Authority for any one of the following reasons:

- F. For refusal of reasonable access to the property for the purpose of reading, repairing, replacing, testing or removing meters or backflow preventers, or of replacing service lines containing lead or galvanized requiring replacement, or of observing water pipes and other fixtures.
  
- 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, or for failure to replace a lead service line or galvanized requiring replacement line as directed by the Authority.

# **ERIE COUNTY WATER AUTHORITY**

## **TARIFF**

**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.**

# INDEX

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
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## **1.00 DEFINITIONS**

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

### **1.01 THE AUTHORITY**

Shall mean Erie County Water Authority.

### **1.02 ACTUAL COSTS**

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

### **1.03 APPLICANT**

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

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

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

### **1.05 CUSTOMER**

Shall mean the owner.

### **1.06 CROSS CONNECTION**

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

### **1.07 ECONOMIC FEASIBILITY**

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

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

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

## **1.09 MULTIPLE DWELLING UNIT SERVICE**

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

## **1.10 OCCUPANT**

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

## **1.11 OWNER**

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

## **1.12 PERSON**

Shall mean every individual, firm, association or corporation.

## **1.13 PREMISES**

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

## **1.14 PRIVATE FIRE PROTECTION SYSTEM**

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

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

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

### **1.16 SHARED METER**

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

### **1.17 STREET**

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

### **1.18 WATER SERVICE CONNECTION**

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

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

### **2.01 TERRITORIAL LIMITS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **E. FIRE PROTECTION**

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

### **F. MISCELLANEOUS**

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

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

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

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

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

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

- H. The Public Corporation or Special Improvement District understands and agrees that in the event the Authority elects to transport water to areas outside and beyond the limits of the purchaser, the bill for water sold to the purchaser will be adjusted in accordance with subparagraph D of paragraph 2.10.
- I. In the event that the Authority exercises its rights to give notice of intent to renegotiate the existing contract for the furnishing and delivering of water to a Public Corporation or Special Improvement District and the corporation or special improvement district does not enter into a new contract by the expiration date, then the conditions outlined in Section 2.10, A- H, will supersede any terms and conditions of the previous contract(s) which may exist as long as the Authority continues to provide water and until the Authority and the purchaser enter into a new contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **MISCELLANEOUS SERVICE**

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

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

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

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

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

### **DISCONTINUANCE OF WATER SERVICE**

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

### **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 ORIGINATION FEE**

\$15.00

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

### **14.02 APPOINTMENT FEES**

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

B. Missed appointment fee: \$30.00

### **14.03 DELINQUENT CHARGE**

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

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

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

### **14.05 DEPOSITS**

A. Customer Accounts – Service Classification No. 1

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

B. Miscellaneous Accounts

1. Temporary Services - \$1,000.00

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

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

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

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

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

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

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

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

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

#### **14.10 SERVICE CHARGES**

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

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

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



B. Tile Sets and Meter Pits

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

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

At actual cost

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

\$40.00 per location

**14.13 UNAUTHORIZED HYDRANT USE FEE**

\$750.00 plus costs incurred

**14.14 WATER SERVICE CONNECTION FEES**

**APPLICABILITY:**

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

**RATE:**

<b>SIZE OF CONNECTION</b>	<b>CONNECTION CHARGE</b>
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.

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

Name/Organization Southtowns Homeschoolers Date 12/21/23

Name of person responsible for facilities Amanda Kessler

Title Coordinator

Applicant Address \_\_\_\_\_

Applicant Daytime Phone # \_\_\_\_\_ # Of Attendees: 35

Date(s) Requested\* 1/8/24 Time 1<sup>00</sup> pm Type of Event Homeschool

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: 

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

APPROVED/DENIED: 12/26/2023 SLC  
(date)

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

December 28, 2023

RE: Charter Communications – Upcoming Changes

Dear Municipal Official:

We appreciate our customers and continue to enhance our services with the finest communication and entertainment products available, while also providing a compelling suite of services at the greatest value. Despite our best efforts, rising costs, including programming fees charged by TV networks have impacted our pricing. Customers are being notified via bill message regarding the following price changes that will take effect on or after January 30, 2024. Please note for customers who may be paying a promotional price, the retail price does not take effect until the end of the promotional period.

Product	Price
Broadcast TV Surcharge	Will increase by \$2.55/month.
Spectrum TV Select	Will increase by \$5.00/month.
Spectrum TV Silver and Gold	Will each increase by \$10.00/month.
Spectrum TV Select Signature	Will increase by \$5.00/month.
Spectrum TV Select Plus	Will increase by \$5.00/month.
Spectrum Mi Plan Latino (Customers will receive 11 new channels.)	Will each increase by \$5.00/month.
Grandfathered Spectrum Mi Plan Latino (Customers will receive 22 new channels.)	Will increase by \$8.00/month (customers will receive a \$3.00 credit for 12 months to offset the increase).
Grandfathered Spectrum Mi Plan Latino Silver and Gold	Will each increase by \$13.00/month (customers will receive a \$3.00 credit for 12 months to offset the increase).
Grandfathered Spectrum Lifestyle Plan Silver and Gold	Will each increase by \$5.00/month.
Spectrum Latino View	Will increase by \$3.00/month.
Spectrum Entertainment View	Will increase by \$3.00/month.
AMC+	Will increase by \$1.00/month.
Spectrum Digi Tier 1	Will increase by \$3.00/month.



Alex Camarda  
Sr. Director, Government Affairs

Product	Price
Adult Programming	Will increase to \$19.99/month.
Spectrum TV Bundle (grandfathered legacy Time Warner Cable bundle that includes customers subscribing to double play (video and internet) and triple play (video, internet, and voice))	Will increase by \$20.00/month.
Spectrum Digital Terminal Adapters	Will increase by \$1.51/month.
Spectrum Receivers	Will increase by \$1.51/month.

We remain committed to providing excellent communications and entertainment services in your community. If you have any questions about this change, please feel free to contact me at 212-379-5123 or via email at [Alex.Camarda@charter.com](mailto:Alex.Camarda@charter.com).

Sincerely,

Alex Camarda  
Sr. Director, Government Affairs  
Charter Communications

ERIE COUNTY SEWER DISTRICT NO. 3 (ECSD No. 3)  
BOARD OF MANAGERS MEETING MINUTES  
WEDNESDAY, DECEMBER 6, 2023  
SOUTHTOWNS AWTF CONFERENCE ROOM

MEMBERS PRESENT: Chairman David Kaczor, Jason Cozza, Michael Kasprzyk, Jason Keding, David Millar, David Rood, Emery Wittmeyer

MEMBERS ABSENT: None

OTHERS PRESENT: Steve Canestrari, Joseph Fiegl, David Hojnacki, Carl Horne, Kevin Kaminski

ITEM NO. 1 – CALL MEETING TO ORDER

Chairman Kaczor called the meeting to order at 8:03 a.m.

ITEM NO. 2 – APPROVAL OF OCTOBER 18, 2023 MEETINGS MINUTES

On a motion by Mr. Millar, seconded by Mr. Rood, the Board voted to approve the minutes from the October 18, 2023 meeting. The motion carried, 7 – 0.

ITEM NO. 3 – ITEMS FROM THE PUBLIC

a. Keller Road Resident Letters (Handout)

Mr. Millar informed the Board that, in response to an informational letter from the Town of Boston dated September 28, 2023 gauging interest for a potential sewer extension on Keller Road, two responses were received by ECSD No. 3, both stating strong opposition to the proposal. No petitions have yet been received in support of a sewer extension on Keller Road.

This is an informational letter; no action is required by the Board.

ITEM NO. 4 – OLD BUSINESS

a. Southtowns Facility Upgrades (Handout)

Mr. Fiegl discussed the recent progress of the Southtowns AWTF Phase 1 and Phase 2 Expansion Project (Expansion Project). After the Board approved award of the contract to construct Phase 1 improvements during its last meeting, the Erie County Legislature approved award of same. Contracts are being executed with Kandey Company, Inc. for this project and a pre-construction meeting has been scheduled to formally commence work activities. Mr. Fiegl then noted comments were received from the New York State Department of Environmental Conservation (NYSDEC) addressing the Preliminary Engineering Report for Phase 2 of the Expansion Project, submitted for review at the end of July 2023. The Division of Sewerage

Management (DSM) and its engineering consultant, Arcadis, are preparing responses to those comments to address various issues communicated by NYSDEC. Mr. Fiegl added that design drawings for the Phase 2 improvements are at the 60% completion stage and a meeting is planned with Arcadis to review those drawings. Mr. Fiegl continued by stating awards for the two separate grant applications submitted in August 2023 to fund the Expansion Project, one for a NYSDEC Water Quality Improvement Project grant of potentially up to \$10-million and the other for a New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement grant for potentially up to 25% of the cost of the Phase 1 Expansion Project construction, will be announced in the near future. The results of those awards will inform bond authorization amounts necessary to construct the Phase 2 portion of the Expansion Project. Mr. Fiegl then noted the DSM is moving ahead with an NYSEFC financing application to potentially leverage NYSEFC's superior bonding rates.

This is an informational item; no action is required by the Board.

b. Elma Forcemain & Milestrip Road Gravity Sewer (Handout)

Mr. Fiegl discussed two letters prepared to address odor control requirements involving Steuben Foods, Inc. (Steuben). The first, dated October 30, 2023, was sent to Steuben to recount numerous odor complaints received from residents in the vicinity of Milestrip Road in the Town of Orchard Park, during the months of August 2023 and September 2023, stemming from malodorous liquid discharges. The letter acknowledges Steuben's recent efforts to address operational protocols that led to this problem noting maintenance of odor control devices as a provision of its Industrial Wastewater Discharge Permit. The second letter, dated November 6, 2023, is an informational communication sent to update affected residents along Milestrip Road of measures taken by the DSM and Steuben to remediate the nuisance odors.

Mr. Kasprzyk inquired if Steuben has provided any recent updates concerning expansion plans to which Mr. Fiegl replied in the negative but added that a meeting may be scheduled with the Erie County Industrial Development Agency (ECIDA), Steuben, and the DSM to address this issue. Chairman Kaczor inquired about the capacity of the sanitary sewer in the vicinity of Milestrip Road as related to potential development of lands in that area. Mr. Fiegl provided a history of the Milestrip Road sanitary sewer and the Elma Forcemain, noting the Town of Orchard Park contributed to the cost to construct the existing gravity sewer in anticipation of future development, with certain limitations. Mr. Fiegl then stated that, at this time, troubles in the vicinity of Milestrip Road are related to odors, not capacity. Mr. Kasprzyk noted the Elma Forcemain is getting old and expanded capacity of that line may soon be necessary. Mr. Fiegl stated Steuben has been advised by the DSM, as recently as May 2023, that the forcemain is reaching the end of its service life and replacement will take many years to complete.

ITEM NO. 5 – NEW BUSINESS

a. Payments (Handout)

The Board reviewed a copy of the payments on a handout for the month of December 2023.

On a motion by Mr. Kasprzyk, seconded by Mr. Keding, the Board voted to approve the December 2023 payments. The motion carried, 7 – 0.

ITEM NO. 6 – MISCELLANEOUS & INFORMATIONAL ITEMS

a. Operational Report

Mr. Horne presented the following report for operations:

- *Southtowns AWTF Clarifier No. 3:* Operational staff replaced the gearbox for the center rake of Clarifier No. 3.
- *Southtowns AWTF 480 V Main Breaker:* Ferguson Electrical replaced the main 480 V service breaker at the treatment facility under a maintenance contract.
- *Southtowns AWTF Chemical and Petroleum Bulk Storage Tanks:* The NYSDEC conducted inspections of chemical and petroleum bulk storage tanks at the treatment facility and results are pending.
- *Southtowns AWTF IT Infrastructure:* Operational staff have been installing new signal wire to upgrade network infrastructure at the treatment facility.

Mr. Hojnacki presented the following report for collections:

- *Town and Village of Hamburg:* Completed one (1) sanitary sewer spot repair on Highview Pkwy. Hamburg to remove a large root mass.
- *Town of Holland:* Conducted grinder pump preventative maintenance activities. This is a multi-year project with roughly three-quarters completion, to date.
- *Village of Orchard Park (SW portion of the Village):* House inspection activities are ongoing.
- *Village of Hamburg:* Video inspections have resumed in the Village of Hamburg.
- *Elma Forcemain:* Unusually large quantities of grease have been discharging from the Elma Forcemain to the gravity sewer on Milestrip Road in the Town of Orchard Park for roughly the last two (2) weeks. The DSM contacted Steuben to inquire about recent process changes to which Steuben responded in the negative. District field staff have employed measures to prevent surcharging in the gravity sewer resulting from excessive grease blockages. Further coordination with Steuben is ongoing.

b. Construction Status Report



i. Sanitary Sewer Open Cut Repair Term Contract Bid Schedule (Handout)

The Board reviewed a copy of the bid schedule for the Sanitary Sewer Open Cut Repair Term Contract.

ii. Southtowns Incinerator Heat Exchanger Replacement Project Bid Schedule (Handout)

The Board reviewed the bid schedule for the Southtowns Incinerator Heat Exchanger Replacement Project.

- Contract 68 (Southtowns Solids Handling Area Improvements) – Sections of the Southtowns AWTF incinerator air pollution control equipment need replacement. Other equipment and changes in the solids handling area, needed for maintenance and improved operation of the incinerators, are also being completed. Replacement of Incinerator X Scrubber is in progress, the JIB crane has been installed, and some concrete work completed. The scheduled completion date for this work is February 9, 2024.
- Contract 71 (Southtowns Incinerator Heat Exchanger Replacement) – Replacement of the incinerator heat exchangers is a significant maintenance item necessary to ensure proper operation and improve efficiency. Ramboll has designed this project, through the Term Engineering Contract. Approval for the award of a contract to construct this work will likely be through phone poll due to the material lead times and the critical timeline for this project.
- Contract 72 (Southtowns Influent Screw Pumps Replacement) – Contract Nos. 72-A with Hohl Industrial Services and 72-D with CIR Electrical are substantially complete and all three screw pumps are fully operational. A final walk through is scheduled for the end of December 2023.
- Contract 73 (Southtowns Influent Screening Replacement) – Work has commenced in the channel for Screen No. 1 and electrical conduit installation will take place during December 2023. The scheduled completion date for this project is October 24, 2024.
- Contract 74-P (Southtowns Expansion Procurement Contract) – This Contract was awarded to O’Connell Electric and has subsequently been assigned to Kandey Company, Inc. (Kandey) under Contract 74-C. All paperwork and reporting will be through that Contract.
- Contract 74-C (Southtowns Expansion Phase 1) – This Contract was awarded to Kandey. The formal Notice to Proceed date for this project is December 18, 2023. On-site work will commence as early as January 2024 or February 2024.

- Contract 75 (Southtowns Expansion Phase 2) – This project is currently in design with Arcadis. 60% design drawings have been received and are under review.
- Contract 86 – Sanitary Sewer Open Cut Repair Term Contract (Kandey Company) - Work Order 19 (Bayview Rd) was completed in November by Kandey. The work consisted of a spot repair to replace a previous sagging PVC spot repair in order to facilitate Cured-in-Place-Pipe Lining (CIPPL) under Contract 95. Work Orders 20 & 21 (Abbott Road near Lakeview) were completed in November 2023 and consisted of sanitary spot repairs to facilitate CIPPL under Contract 95.
- Contract 89 (Various Sanitary Sewer Replacements (Kandey Company))- This project is a multi-district sanitary sewer replacement project which includes work in Erie County Sewer District Nos. 1 and 3. The scope of work in District 3 included replacement of undersized mainline sewers on Hugo Place in the Village of Blasdell and Ockler Ave/Oakland Pl in the Town of Hamburg. All work is now completed on this project. A final walkthrough was held on November 15, 2023. Contract closeout is now in progress.
- Contract 95 (CIPPL Term Contract) (USI/Kenyon Pipeline)- United Survey continued work on Work Order 1U including CIPP lining of sewerlines on Abbott Road in the Towns of Hamburg and Orchard Park. Kenyon continued work on Work Order 1K including CIPP lining of sewerlines in the Town of Hamburg and the Village of Hamburg.

### **Upcoming Design/Evaluations**

- The evaluation study of the Milestrip Road Sewer (in Hamburg) was completed by C&S Engineers and a final report received by DSM in November 2023. Upon appropriate notification to the NYSDEC, it is the DSM's intention to proceed with design of the replacement of 2,800 LF of the Milestrip Road sewer.
- An engineering work order is in progress with Erdman Anthony to prepare an analysis of alternatives to augment an exposed 18-inch diameter sanitary interceptor sewer within Eighteenmile Creek in the Town of Boston. A draft engineering report with alternatives analysis is expected to be ready for review by the end of December 2023.

Mr. Cozza informed the Board his Cub Scout pack recently toured the Southtowns AWTF noting plant staff were friendly and helpful. Chairman Kaczor requested that Mr. Fiegl extend, on behalf of the Board, thanks to all DSM staff for doing a tremendous job meeting the needs of the community this year. Chairman Kaczor then inquired about expiration of Board member terms to which Mr. Fiegl replied current appointments will end at the end of 2023. Mr. Fiegl added the Board member appointment process is under way, that the current Board members' names have been submitted for consideration, and the Erie County Legislature will need to confirm recommended appointments. A recommendation has been made by the Town of Eden and a request has been made of the Town of Hamburg to recommend a Board member for

the next term. Mr. Rood asked that Mr. Fiegl contact the Board of Ethics to request distribution of this year's annual financial disclosure forms on a timelier basis. Several Board members noted issues with violation notices resulting from last year's changes to this process. Mr. Fiegl stated he will address this issue with the Board of Ethics.

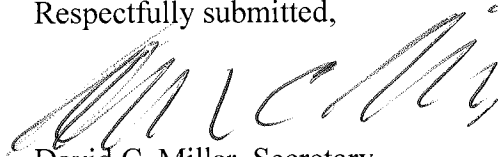
On a motion by Mr. Wittmeyer, seconded by Mr. Cozza, the Board voted to receive and file the informational items. The motion carried, 7 – 0.

ITEM NO. 7 – ADJOURNMENT & NEXT MEETING

On a motion by Mr. Keding, seconded by Mr. Millar, the meeting was adjourned at 8:44 a.m. The motion carried, 7 – 0.

**Next meeting of the Board is scheduled for 8:00 a.m., Wednesday, January 31, 2024.**

Respectfully submitted,



David C. Millar, Secretary  
ECSD No. 3 Board of Managers

Motion to Approve the December 6, 2023 Meeting Minutes

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

App./Disapp.: \_\_\_\_\_

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

\_\_\_\_\_  
David C. Millar, Secretary  
ECSD No. 3 Board of Managers

**BOARD OF MANAGERS**  
**ERIE COUNTY SEWER DISTRICT NO. 3**  
**2024 MEETING SCHEDULE**

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
Wednesday, January 31	8:00 a.m.	Southtowns AWTF
Wednesday, April 17	8:00 a.m.	Southtowns AWTF
Wednesday, June 5	8:00 a.m.	Southtowns AWTF
Wednesday, June 12 (Budget)	8:00 a.m.	Southtowns AWTF
<i>Wednesday, July 3 (Combined Budget Mtg.)</i>	<i>8:00 a.m.</i>	<i>Southtowns AWTF*</i>
Wednesday, October 9	8:00 a.m.	Southtowns AWTF
Wednesday, December 4	8:00 a.m.	Southtowns AWTF

*\*Meeting only held if individual budgets do not pass*

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

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

APPROVED/DISAPPROVED \_\_\_\_\_

DATE \_\_\_\_\_

---

David C. Millar  
SECRETARY



## 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

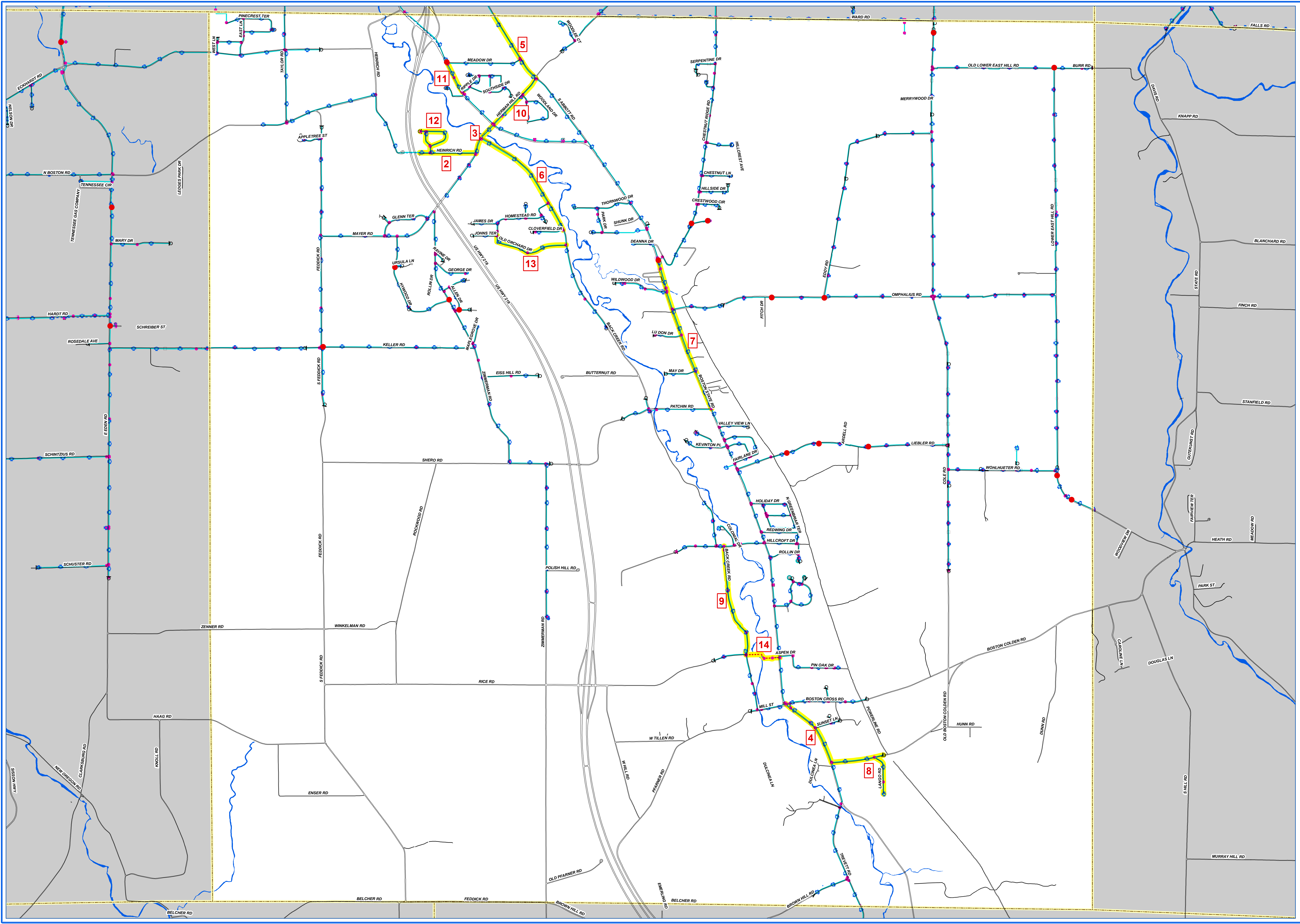
## TOWN OF BOSTON

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

	Priority	Location	Recommendation	Initial Year of Recommendation
<b>H I G H</b>	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
<b>M E D</b>	8.	<u>Boston Colden Road &amp; 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
<b>L O W</b>	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.

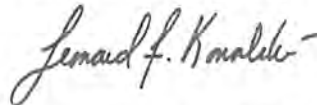
This connection would again supply sufficient pressure equivalent to existing conditions. However, unlike Alternatives 1 and 2, available fire flow in the area could be positively impacted. Note also that since this secondary feed is supplied from the Rice Hill Tank and the Keller Pump Station, the hydraulics 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

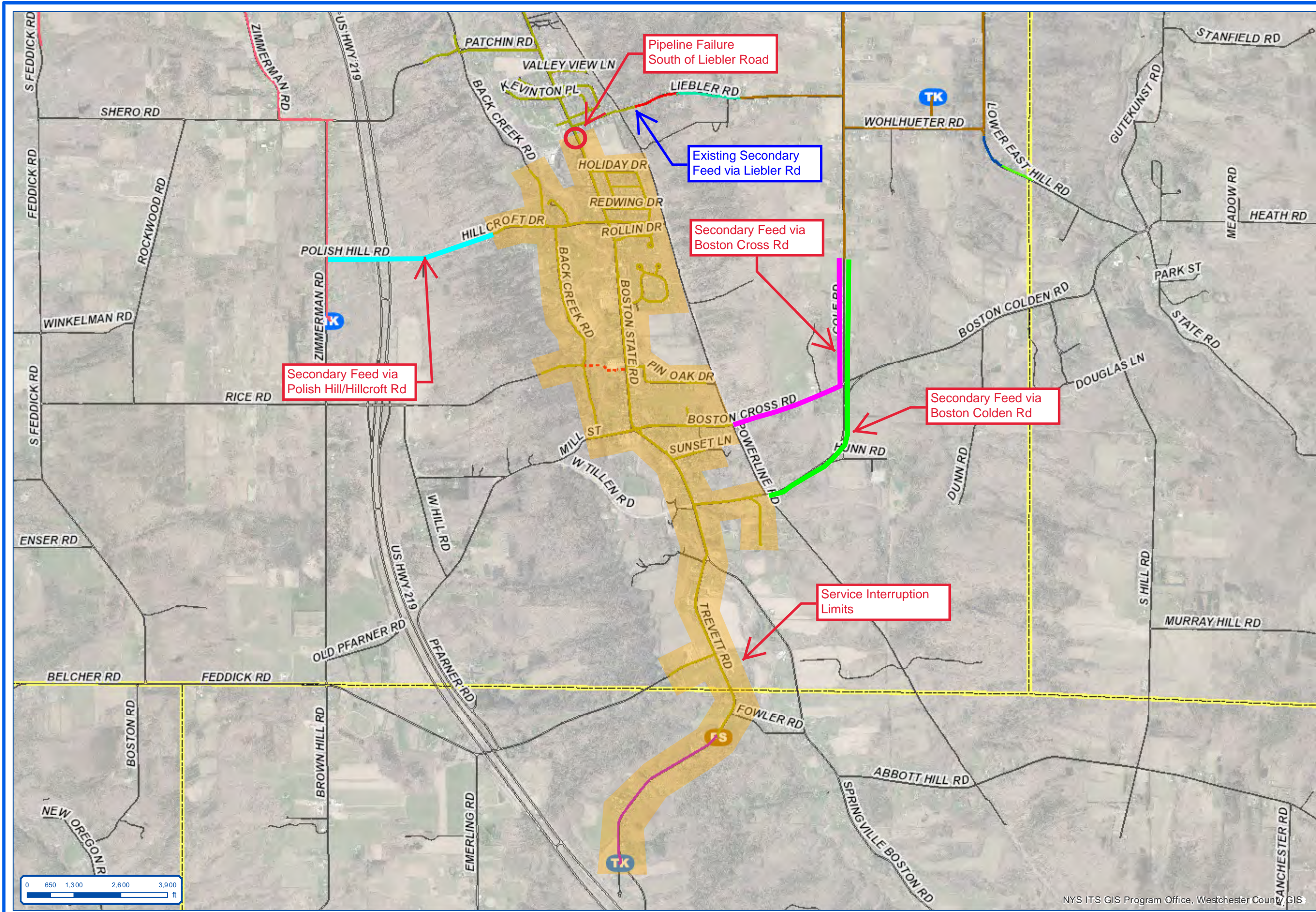


Leonard F. Kowalski, PE  
Executive Engineer

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



## ERIE COUNTY WATER AUTHORITY

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

December 6, 2023

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

Dear Supervisor Keding:

Due to recent retirements and additions to our staff at the Erie County Water Authority (ECWA), roles and responsibilities within our organization have changed or have been assigned to a new staff member. These changes have occurred amongst our Engineering staff and within our Operations and Maintenance staff.

If the need arises to contact ECWA, please refer to the enclosed contact list for assistance in contacting the appropriate staff member. Several operation and maintenance activities are listed that frequently require coordination between your staff and ECWA. The contact list is intended to help facilitate getting your issue resolved in a timely manner.

Contact information is also listed for capital improvement projects; if a project specific issue needs to be discussed, please contact the appropriate person. Each activity lists a primary contact person. If the primary contact is out of the office, please contact the next individual listed.

An organizational chart has also been included. If you feel your issue needs further discussion, feel free to contact the primary contact's immediate supervisor.

This information should be provided to your Engineering and Maintenance staff. If an issue arises that is not listed, feel free to contact me directly to discuss.

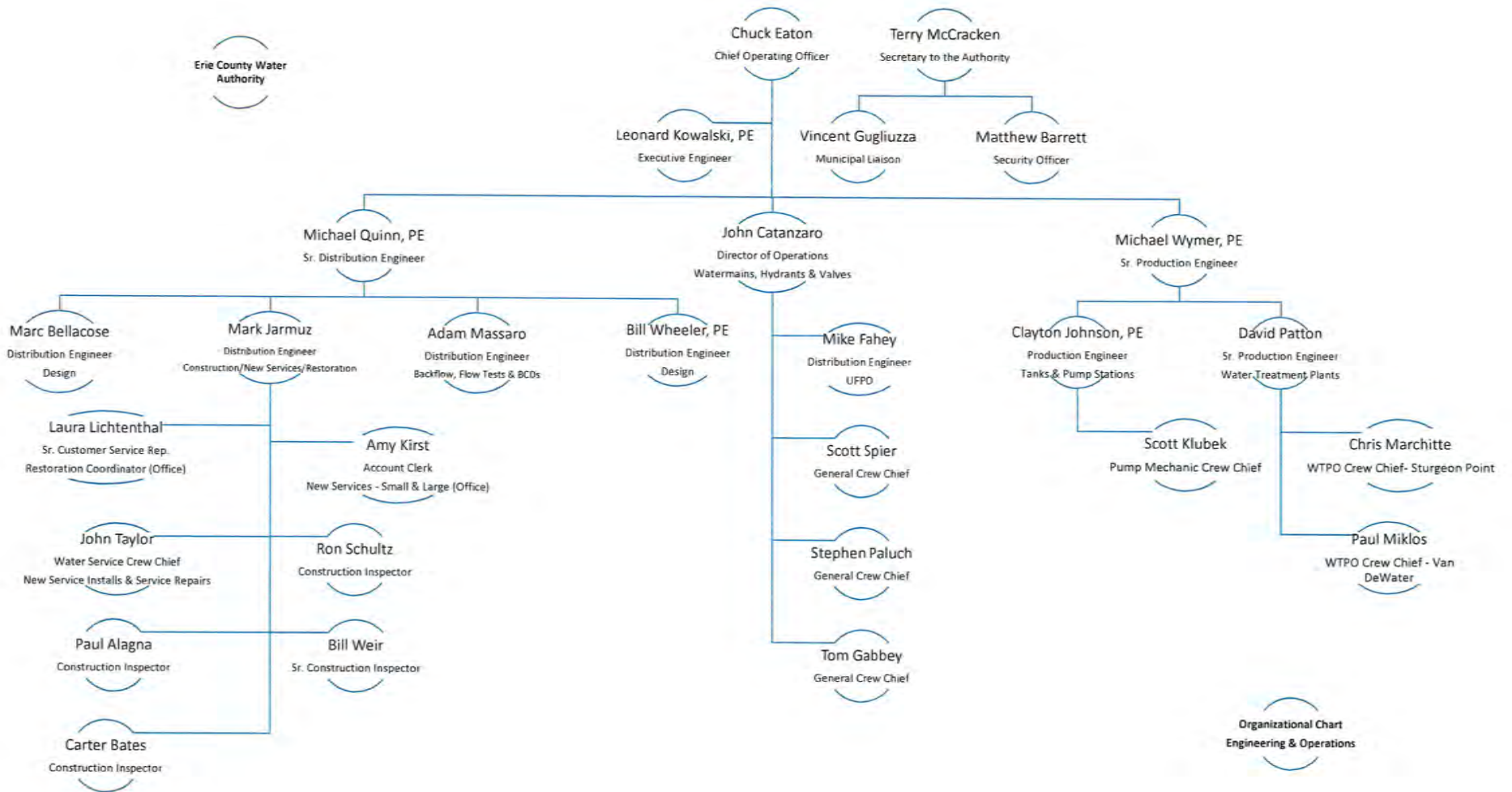
Sincerely yours,

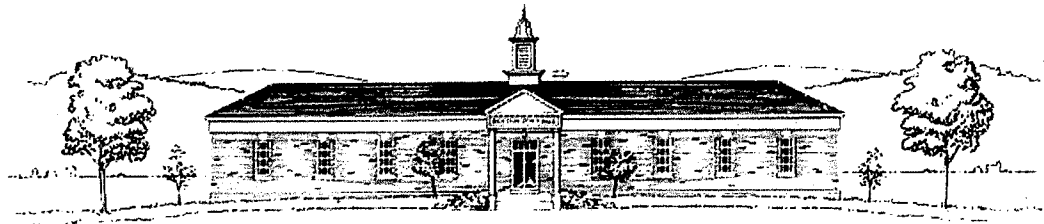
ERIE COUNTY WATER AUTHORITY

Leonard F. Kowalski, PE  
Executive Engineer

A handwritten signature in blue ink that reads "Leonard F. Kowalski".

LFK:jmf  
Attachment





# TOWN OF BOSTON

December 5, 2023

DEC 6 2023 AM 3:45

JASON A. KEDING  
Supervisor

Paul Black  
Crystal Black  
7737 Wohlhueter Road  
Colden, New York

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

RE: Restriction of access to easement appurtenant of record.

Dear Paul and Crystal,

The presence of an electrically operated gate installed across the easement granted the Town of Boston as access to a water tower has been verified. This is an illegal action. A building permit was not sought as is required by the Town of Boston. The easement grants OPEN ACCESS (item 7, page 2).

The gate must be opened at once and its removal completed in 90 days.

The gate restricts access to the water tower for sampling and testing, endangering the health and welfare of those using the water for their domestic supply.

As the included documents show, the easement/right of way was created on November 30, 2004. The grantors were James Everett Jr., Robert Everett and Emil Everett with the grantee being the Town of Boston through then Supervisor William A. Eagan. The instrument was recorded in the Office of the Erie County Clerk as an eleven-page deed liber in book 11098 on page 7048 on July 28, 2005. A control number of 200507280111 was assigned.

Upon the purchase your property from the Everetts on November 28, 2016, your four-page deed [book: 11305 page: 5996] stated: "SUBJECT to restrictions, rights of utilities and easements of record or shown on any subdivision map affecting said premises". Easements of record are assigned to the land.

Your anticipated cooperation is greatly appreciated. Failure to cooperate will result in action by the courts of the Town of Boston.

## COPY

Thomas C. Murphy  
Code Enforcement Officer  
Town of Boston  
State of New York

TOWN HALL  
(716) 941-6113  
Fax (716) 941-6116

TOWN SUPERVISOR  
(716) 941-6518  
Fax (716) 941-9264

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

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

NUTRITION PROGRAM  
(716) 941-5773

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](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](mailto:program.intake@usda.gov).

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

<u>2024 APPOINTMENT</u>	<u>TITLE</u>	<u>TERM</u>
Karen Miller	Court Clerk, FT	12/31/24
Rebecca Neudeck	Court Clerk, PT	12/31/24
John Sibenik	Court Officer, PT	12/31/24
Daniel Mulé	Court Officer, PT	12/31/24
Laurie Baker	Prosecutor, PT	12/31/24
<b>TBD</b>	<b>Assessment Clerk, PT</b>	12/31/24
Margaret Derk	Deputy Town Clerk, FT	12/31/24
Constance Berwaldt	Deputy Town Clerk, PT	12/31/24
Thomas Murphy	Code Enforcement Officer, FT	12/31/24
<b>TBD</b>	<b>Assistant Code Enforcement, PT</b>	12/31/24
Kelly Korzkowski	Clerk for Code, PT	12/31/24
Jennifer Cavarello	Board Clerk, PT	12/31/24
Maryann Cumming-Robel	Highway Clerk, PT	12/31/24
Linda Sherry	Dog Control Officer, PT	12/31/24
Sharon Bulger	Nutrition Prog. Director, PT	12/31/24
Dolores Valentine	Asst. Nutrition Director, PT	12/31/24
Patricia Hice	Asst. Nutrition Director, PT	12/31/24
Donna Lenau	Asst. Nutrition Director, PT	12/31/24
Tina Weisedel	Sub Asst. Nutrition Director, PT	12/31/24
Shawn Vanderdoes	Town Hall Laborer, PT	12/31/24
Patrick Francis	Cleaner, PT	12/31/24
Robert Telaak	Parks Superintendent	12/31/24
Scott Fellows	Parks Laborer, FT	12/31/24
Barry Decker	Parks Laborer, FT	12/31/24
Amanda Jensen	Parks Laborer, FT	12/31/24
Matthew Whiting	Emergency Manager	12/31/24
Allison Koczur	Event Coordinator	12/31/24
Jacob Karb, III	Liaison - Cobblehill Cemetery	12/31/24
Sandra Quinlan	Marriage Officer	12/31/24
Sandra Quinlan	Records Management Officer	12/31/24
Sandra Quinlan	Registrar of Vital Statistics	12/31/24
Margaret Derk	Deputy Registrar of Vital Statistics	12/31/24

Supervisor Keding made the following appointments:

Allison Koczur	Assistant to Supervisor, FT	12/31/24
Ellie Pericak	Bookkeeper/Budget Director, FT	12/31/24
Allison Koczur	Deputy Supervisor	12/31/24
Frank Gamel	Town Historian, PT	12/31/24

**2024 COMMITTEE APPOINTMENTS**  
**DRAFT**

AUDIT COMMITTEE

Town Board Members & Drescher Malecki

TRAFFIC SAFETY & ROADWAYS

Chairman - Councilwoman Selby

INSURANCE

Chairman - Councilwoman Lucachik, Attorney for the Town Costello, Town Clerk Quinlan

I.T. COMMITTEE

Chairman - Councilwoman Martin, Confidential Secretary Koczur

INVESTMENT ADVISORY

Chairman - Councilman Cartechine, Attorney for the Town Costello, Town Board, Designated Representatives from Boston, N. Boston, & Patchin Fire Companies

SOLID WASTE & REFUSE

Chairman-Councilwoman Selby, Town Clerk Quinlan

INSPECTION

Chairman- Code Enforcement Officer Murphy, Town Board

CABLE TV

Chairman-Councilwoman Lucachik, Attorney for the Town Costello

DRAINAGE

Chairman-Councilwoman Selby, Hwy Supt. Telaak, Town Engineer

ZONING REVIEW

Chairman- Town Prosecutor, Councilwoman Martin, Code Enforcement Officer Murphy, Zoning Chairwoman Rood

#### SAFETY

Chairwoman-Town Clerk Quinlan, Hwy Supt. Telaak, Councilwoman Lucachik, Councilman Cartechine

#### RECREATION

Chairman- Councilman Cartechine, Hwy Supt. Telaak, Councilwoman Martin

#### RECORDS MANAGEMENT

Chairwoman-Town Clerk Quinlan

#### DEFERRED COMPENSATION

Chairwoman- Bookkeeper Pericak, Supervisor Keding, Town Clerk Quinlan, Councilman Cartechine

#### CAPITAL IMPROVEMENT

Chairman- Supervisor Keding, Town Grant Writer, Attorney for the Town Costello, Town Engineer, Councilwoman Selby

#### OFFICE OF EMERGENCY MGMT

Director- Matthew Whiting, Supervisor Keding, Councilwoman Martin, Councilman Cartechine

#### CHRISTMAS LIGHTING

Councilman Cartechine, Parks Superintendent Telaak,

#### GRANT WRITER LIAISON

Councilwoman Lucachik

## **2024 Liaison Assignments:**

**DRAFT**

### **Jennifer Lucachik**

Planning Board, Boston Community Foundation, Haz-Mat, Insurance, Parks and Recreation, Cable TV, Safety Committee

### **Michael Cartechine**

Fire Departments, Fire Benefit Program, Christmas Lighting, Recreation, Chamber of Commerce

### **Kathy Selby**

Drainage, Streets and Lighting, Traffic and Highway Safety, Historical Society, Solid Waste, Water Districts

### **Kelly Martin**

Boston Emergency Squad, Senior Citizens, Nutrition, Conservation Advisory Council, Zoning Board

## **2024 SALARY SCHEDULE**

<b><u>Position</u></b>	<b><u>Salary</u></b>
Assistant to the Supervisor, FT	45,422/Yr.
Secretary to the Supervisor, PT	\$19.92/hr
Bookkeeper, FT	57,761/Yr.
Deputy Supervisor	1,193/Yr.
Budget Director	3,976/Yr.
Event Coordinator	2,840/Yr.
Court Clerk, FT	51,633/Yr.
Court Clerk, PT	19.92/Hr.
Court Officer, PT (2)	6,696/Yr.
Prosecutor	18,404/Yr.
Assessor, PT	31.06/Hr.
Assessment Clerk, PT	19.92/Hr.
Deputy Town Clerk, FT	41,447/Yr.
Deputy Town Clerk, PT	19.92/Hr.
Code Enforcement Officer, FT	32.76/Hr.
Assistant Code Enforcement, PT	TBD (19.92 – 25.66/Hr.)
Clerk to Code Enforcement, PT	19.92/Hr.
Board Clerk, PT	19.92/Hr.
Hwy Clerk/Secretary, PT	19.92/Hr.
Dog Control Officer, PT	14,968/Yr.
Nutrition Program Director	15.64/Hr.
Asst. Nutrition Program Director (3)	15.64/Hr.
Sub Assist. Nutrition Program Director	15.64/Hr.
Laborer, PT - Town Hall	19.92/Hr.
Cleaner, PT	19.92/Hr.
Parks Superintendent	10,009/Yr.
Parks Laborer, FT	21.94/Hr.
Parks Laborer, FT (2)	19.92/Hr.
Cobblehill Cemetery Liaison	300/Yr.
Town Historian	4,032/Yr.

### **Highway Department**

Per Collective Bargaining Agreement

### **Elected Officials**

Supervisor	\$45,177/Yr.
Councilmen (4)	\$9,555/Yr.
Highway Superintendent	\$79,093/Yr.
Town Clerk	\$55,304/Yr.
Town Justices (2)	\$22,129/Yr.

**2024 DRAFT**

**Set Payment of Salaries:**

Bi-weekly to the Town Clerk, Deputy Town Clerks, Supervisor, Assistant to Supervisor, Bookkeeper, Court Clerks, Assessor, Assessment Clerk, Board Clerk, Code Enforcement, Nutrition Directors, Town Hall Laborer, Town Hall Cleaner, Parks Laborers, Highway Superintendent, Highway Clerk, M.E.O.'s, Truck Drivers, and Highway Laborers. All other positions are paid on a monthly basis.

**Designation of Depositories:**

North Boston Branch of the Evans National Bank for the Supervisor, Town Clerk, Tax Collector, and Town Justices.

Participation in New York Cooperative Liquid Assets Security System (NYCLASS) for the Supervisor, Town Clerk and Tax Collector

**Schedule Dates and Times for Regular Monthly Meetings and Agenda Review:**

Town Board Meeting: First and third Wednesday of the month at 7:30 pm

Agenda Review: First and third Wednesday of the month at 6:00 pm

**Designate Official Newspaper:**

The Hamburg Sun or Springville Journal

**Appointment to NEST Solid Waste Management Board:**

Supervisor Jason Keding has been for several years.

**Refuse Collectors Annual Licenses:**

Direct Town Clerk to send letters to refuse collectors that annual licenses are due.

**Authorization of Surplus Monies:**

Authorize the Supervisor and the Tax Collector to invest surplus monies. This authorization includes participation in New York Cooperative Liquid Assets Security System (NYCLASS).

**Investment Policy:**

Investment policy previously adopted by the Town Board where idle town monies may be invested, subject to any further regulation from the State Comptroller pursuant to Section 39 of the General Municipal Law is as follows:

1. Obligations of Federal Government - Treasury Notes, Treasury Bills, etc.
2. Obligations of Federal Agencies Guaranteed by the Government.
3. Obligations of the State of New York
4. Certificates of Deposit in Commercial Banks, which are FDIC insured.
5. Regular Savings Accounts, Money Market Accounts in Commercial Banks if proper securities are provided for all monies invested in excess of the amount secured by FDIC.
6. Tax Anticipation Note and Revenue Anticipation Notes of another municipality, district, corporation or school district, any other investments not listed will require prior approval by the Town Board and be in conformance of all state statutes.

The Town Supervisor will keep a record of all such investments and provide a report to all Town Board Members monthly.

**Signature Stamp for the Supervisor:**

Authorize the use of.

**Mileage Reimbursement Rate:**

Set at the 2024 updated IRS rate of 67 cents per mile.

**Lending Funds:**

Authorize the Supervisor to lend funds from one account to another.

**Workdays & Retirement Reporting (Part Time):**

Assign the following to be reported for New York State Retirement purposes for elected and appointed Town Personnel with six (6) hours being designated as a workday:

Town Justices	Councilman
Supervisor	Deputy Supervisor
Prosecutor	Board Clerk
Court Officer	Court Clerk, PT
Assessment Clerk	Deputy Town Clerk, PT
Assistant Code Enforcement	Clerk for Code
Highway Clerk	Town Hall Laborer
Dog Control Officer	Nutrition Program Directors
Historian	

**Workdays & Retirement Reporting (Full Time):**

Assign the following work days to be reported for New York State Retirement purposes for elected and appointed Town Personnel as full time based on a seven (7) hour workday for New York State Retirement purposes:

Town Clerk	Deputy Town Clerk, FT
Bookkeeper	Assistant to Town Supervisor
Superintendent of Highways	Court Clerk, FT
Assessor	

Assign the following work days to be reported for New York State Retirement purposes for elected and appointed Town Personnel as full time based on an eight (8) hour workday for New York State Retirement purposes:

Parks Laborer  
Highway M.E.O.'s, Truck Drivers, and Laborers

**Petty Cash Funds:**

Town Clerk	\$300
Town Justice	\$300

**Agreement to Spend Highway Funds (284 Agreement)**

Highway Superintendent has not yet submitted as of 12/28/23



## TOWN OF BOSTON

### 2024 EMPLOYEE HOLIDAYS

MARTIN LUTHER KING JR. DAY	JANUARY 15	MONDAY
PRESIDENT'S DAY	FEBRUARY 19	MONDAY
GOOD FRIDAY	MARCH 29	FRIDAY
MEMORIAL DAY	MAY 27	MONDAY
JUNETEENTH	JUNE 19	WEDNESDAY
INDEPENDENCE DAY	JULY 4	THURSDAY
LABOR DAY	SEPTEMBER 2	MONDAY
COLUMBUS DAY / INDIGENOUS PEOPLES' DAY	OCTOBER 14	MONDAY
ELECTION DAY	NOVEMBER 5	TUESDAY
VETERAN'S DAY	NOVEMBER 11	MONDAY
THANKSGIVING DAY	NOVEMBER 28	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 29	FRIDAY
CHRISTMAS EVE	DECEMBER 24	TUESDAY
CHRISTMAS DAY	DECEMBER 25	WEDNESDAY
NEW YEAR'S DAY	JANUARY 1, 2025	WEDNESDAY

\*\*THIS HOLIDAY SCHEDULE DOES NOT APPLY TO HIGHWAY EMPLOYEES.  
PLEASE REFER TO THE COLLECTIVE BARGAINING AGREEMENT.

## TOWN OF BOSTON – RESOLUTION NO. 2024-01

### PROCUREMENT POLICY

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 3<sup>rd</sup> day of January, 2024 at 7:30 pm Eastern Prevailing Time there were:

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

**NOW THEREFORE BE IT RESOLVED**, that the Town of Boston does hereby adopt the following procurement policies and procedures for this year:

**Guideline 1.** Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law, Sec. 103. Every Town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file documentation supporting the purchase activity.

**Guideline 2.** All purchases of (a) supplies or equipment which will exceed \$20,000 in the fiscal year; or (b) public works contracts over \$35,000 shall be formally bid pursuant to GML, Sec. 103.

**Guideline 3.**

- 1) All estimated purchases of supplies or equipment of less than \$20,000 but greater than \$10,000 require a written request for a proposal (RFP) and written/fax quotes from three vendors; less than \$10,000 but greater than \$5,000 require an oral request/fax quotes from at least two vendors; less than \$5,000 but greater than \$1,500 require an oral request for the goods and oral/fax quotes from 3 vendors if possible; less than \$1,500 are left to the discretion of the Purchaser.
- 2) All estimated public works contracts of less than \$35,000 but greater than \$20,000 require a written request for proposal (RFP) and fax/proposals from 3 contractors; less than \$20,000 but greater than \$10,000 require a written request for proposal and fax/proposals from at least two contractors; \$10,000 but greater than \$3,000 require a written request for proposal (RFP) and fax/proposals from 2 contractors; less than \$3,000 are left to the discretion of the Purchaser.

- 3) Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and offered.
- 4) All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

#### **Guideline 4.**

##### **4.1 Purpose**

The Town Board of the Town of Boston seeks to exercise the local option set forth in § 103, Subdivision 1, of the New York General Municipal Law, as amended by Chapter 608 of the Laws of 2011 and Chapter 2 of the Laws of 2012, which amendment authorizes the Town to award purchase contracts and contracts for services subject to competitive bidding under General Municipal Law § 103 on the basis of either lowest responsible bidder or "best value" as defined in § 163 of the New York State Finance Law. The "best value" option may be used if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder if factors such as lower cost of maintenance, durability, higher quality and longer product life are germane.

##### **4.2 Award based on low bid or best value.**

The Town Board of the Town of Boston may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under the General Municipal Law § 103 by either lowest responsible bidder or best value.

##### **4.3 Applicability**

The provisions of this chapter apply to Town purchase contracts or contracts for services involving an expenditure of more than \$10,000, but exclude purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law and exclude any other contract that may in the future be excluded under state law from the best value option.

##### **4.4 Standards for best value**

Goods and services procured and awarded on the basis of best value are those that the Town Board of the Town of Boston determines will be of the highest quality while being the most efficient. The determination of quality and cost efficiency shall be based on objectively quantified and clearly described and documented criteria which may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the end user if distance or response time is a significant term; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; and quality of craftsmanship.

#### **4.5 Documentation.**

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

#### **4.6 Procurement policy superseded where inconsistent.**

Any inconsistent provision of the Town's Procurement Policy, as adopted prior to the effective date of this chapter by resolution of the Town Board of the Town of Boston, or as amended thereafter, shall be deemed superseded by the provisions of this chapter.

**Guideline 5.** A good-faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

**Guideline 6.** Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- (a) Acquisition of professional services;
- (b) Emergencies;
- (c) Sole source situations;
- (d) Goods purchased from agencies for the blind or severely handicapped;
- (e) Goods purchased from correctional facilities;
- (f) Goods purchased from another Governmental agency;
- (g) Goods purchased at auction;
- (h) Goods purchased for less than \$1,500;
- (i) Public works contracts for less than \$1,500.
- (j) Purchases pursuant to State or county bid, or local or federal bid.

**Guideline 7.** Any Town official designated by resolution as responsible for purchasing can approve purchases up to \$1500. Purchases \$1500 to \$5000 require written approval by the Supervisor. Purchases over \$5000 must be approved by the Town Board. Purchases over \$300 require a P.O. as specified in the Capital Asset Policy.

**Guideline 8.** Overnight travel in any amount must be approved at a Town Board Meeting.

**Guideline 9.** All vouchers shall contain information which properly and clearly identify the job, project, vehicle or equipment for which the parts, repair, and/or replacement pertain to. Expense reimbursement will be submitted on a quarterly basis. Full year vouchers accumulated will not be honored.

**Guideline 10.** This policy shall be reviewed annually by the Town Board at its organizational meeting shall or as soon thereafter as is reasonably practicable.

**Guideline 11.** The following Town Officials are designated as responsible for purchasing:

Town Supervisor	Town Clerk
Court Clerk	Board Clerk
Town Assessor	Cobble Hill Cemetery Liaison
Code Enforcement Officer	Dog Control Officer
Highway Superintendent	Nutrition Site Coordinator
Parks Superintendent	Town Hall Laborer
Town Historian	Prosecutor
Zoning Board Chairman	Planning Board Chairman
CAC Chairman	

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON - RESOLUTION 2024-02**

**ADOPT SCHEDULE OF FEES**

At a Regular Meeting of the Boston Town Board Erie County, New York, held at the Boston Town Hall, 8500 Boston State Road, Boston, New York, on the 3rd day of January, 2024 at 7:30 pm Eastern Prevailing Time there were:

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

**NOW THEREFORE BE IT RESOLVED**, that the Schedule of Fees for the Town of Boston, as attached hereto, be adopted, and to continue thereafter unless otherwise amended; and

**BE IT FURTHER RESOLVED**, that the Schedule of Fees, attached hereto, shall supercede the existing Schedule of Fees to the extent that it expressly alters the same.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

<i>Construction</i>	<i>Fee</i>
<b>Residential New</b>	
<b>Application and Architectural Plan Review</b>	<b>\$250</b>
One, Two & Multiple Family Dwellings	\$0.25 Sq. Ft.
<b>NOTE:</b> Floor area shall not include cellar, non-habitable basement, non-habitable attic or carport, but shall include attached garage	
<b>Plumbing</b>	<b>\$50 + \$10/fixture</b>
<b>Electric</b>	<b>\$50 Flat/Includes Generators</b>
<b>Amended Building Permit</b>	<b>No Charge</b>
<b>Minor Change</b>	<b>\$25</b>
<b>Major Change</b>	
(requires Planning Board review)	
<b>Renewal of Building Permit</b>	
	<b>6 months: ½ cost of original permit</b>
	<b>2<sup>nd</sup> year: cost of original permit</b>
	<b>3<sup>rd</sup> year: New Permit</b>
<b>Construction Inspections covered by Permit Fee</b>	<b>\$50</b>
<b>After 2<sup>nd</sup> failure</b>	
<b>Non-Residential Buildings (Commercial)</b>	\$0.25 Sq. Ft.
<b>NOTE:</b> The Permit Fee for a Building Occupied in Part for Residential use and in Part for Non-Residential use Shall be the Sum of the Two Occupancy Fees Calculated Separately.	
<b>Additions (Residential)</b>	
Up to 100 Square Feet	\$50
Each additional Square Foot	\$0.20 Sq. Ft.
<b>NOTE:</b> Floor Area Same As For New Residential	
<b>Additions (Non Residential/Commercial)</b>	
Up to 100 Square feet	\$50
Each additional square foot	\$0.30 Sq. Ft.
<b>Accessory Buildings</b>	
Square feet	
under 100	no fee
over 100 up to 400	\$50
over 400 up to 700	\$90
over 700 up to 1000	\$120
over 1000	\$125 plus \$5 for each additional 100 sq. ft. or part thereof
<b>Decks</b>	
Square feet	
Up to 100	\$50
over 100	\$75
<b>Alterations/Repair/Renovations</b>	
Up to 200 Square feet	\$50

Each additional square foot	\$0.15 Sq. Ft.
<b>Late Fee For Building Permit</b> (not subject to Site Plan Approval)	\$250
<b>Swimming Pools</b>	
In-Ground	\$150
Above-Ground	\$75
<b>Demolition Permits</b>	
Up to 500 sq. ft.	\$50
Over 500 to 1000 sq. ft.	\$75
Over 1000 sq. ft.	\$100
<b>Subject</b>	<b>Fee</b>
<b>Special Permits</b>	
Initial Application-General Special Permits	\$150
Renewal-Terminable Special Permit	\$25
Modification of Special Permit	\$150
Initial Application - Live Entertainment	\$25
Renewal Application - Live Entertainment	\$25
Unified Solar Permit	\$100
Fill Permit	\$150
<b>Telecommunications Facility</b>	
Facility-Special Permit	\$5,000
Co-location Permit	\$1,000
Building Permit	\$250
<b>Refuse Removal</b>	
Annual License	\$100
<b>Junkyard</b>	
Initial Application	\$1,000
Renewal Application	\$250
<b>Mobile Home Courts</b>	
Initial Application	\$200 + \$10 per acre for each acre over 10 acres
Annual License Fee	\$15 per unit
New Site Inspection Fee	\$50 per unit
In lieu Recreation Fee	\$150 per unit
<b>Peddling &amp; Soliciting Permit</b>	
Per Person	\$10
Per Vehicle	\$10
<b>Public Improvement Permit</b>	
Per Permit	\$25
<b>Signs</b>	
Not-for-Profit Organizations	\$10
Real Estate Developments-- R-1, R-2, R-3, R-4 Districts	\$25 per year; renewable annually
Temporary Political Signs, Banners	No fee



business promotion, etc.	
Temporary announcement signs for special events of non-profit organizations in the Town of Boston	No fee
Wall identification signs	\$50
Ground Signs	\$100
Entrance or exit traffic control signs without advertising; max 12'h x 18"l	No fee
<b>Soil Removal</b>	
Annual Permit	\$100
<b>FOIL</b>	
Copies up to 8.5" x 14"	\$0.25
Copies over 8.5" x 14"	Actual Cost
Computer Disc	\$10.00
Certified & Genealogical Copies of Vital Records	\$10.00
<b>Dog Licenses Including Local Fee &amp; NYS Surcharge</b>	
Spayed/Neutered	1 Year \$8 / 2 Year \$16 / 3 Year \$24
Unspayed/Unneutered	1 Year \$16 / 2 Year \$32 / 3 Year \$48
Purebred up to 10 dogs	\$25 + \$1 for each spayed/neutered Dog
Purebred up to 25 dogs	\$50 + \$1 for each unspayed/unneutered Dog
Town Impoundment Fees	(1 <sup>st</sup> ) \$25, (2 <sup>nd</sup> ) \$50, (3 <sup>rd</sup> ) \$75, and continue in additional \$25 increments for subsequent impoundments
Boarding Fees	\$25 per day
Civil Fines, NYS Minimum	(1 <sup>st</sup> ) \$25, (2 <sup>nd</sup> ) \$50, (3 <sup>rd</sup> ) \$75
<b>Woodburning Fireplaces/Stoves</b>	
Permit	\$50
<b>Certificate of Occupancy</b>	
<b>Certificate of Compliance</b>	<b>\$50</b>
<b>Temporary Certificate of Occupancy</b>	<b>\$50</b>
<b>Certificate of Zoning Compliance</b>	<b>\$25</b>
	<b>\$200</b>
<b>Operating Permit</b>	
<b>Amending Operating Permit</b>	<b>\$100</b>
<b>Reissue or Renewal of Operating Permit</b>	<b>Same as Amended Building Permit</b>
<b>Fire Safety and property maintenance inspections</b>	<b>\$100</b>
	<b>\$50 - \$200</b>
<b>Zoning Board of Appeals</b>	
Application for Variance	<b>\$200</b>
Appeal	\$150
Public Hearing Fee	\$100
<b>Planning Board-Subdivision Development</b>	
Minor Sub Preliminary Plat Approval	\$200 per lot
Minor Sub Final Plat	<b>\$75</b>
Major Sub Preliminary Plat Approval	\$750 + \$300/lots>4
Major Sub Final Plat	<b>\$500</b>
Public Hearing Fee	\$100
Special Use Permit	\$ 200
Public Hearing Fee	\$100

<b>Rezoning Application</b>	
< 1 acre	\$250
1.0 acres up to 5.0 acres	\$500
5.0 acres up to 10.0 acres	\$1000
10.0 acres up to 50.0 acres	\$2500
> 50 acres	\$5000
Public Hearing Fee	\$100
<b>Application – Site Plan Review</b>	
up to 1.0 acre	\$250
over 1.0 up to 2.0 acres	\$500
over 2.0 acres up to 5.0 acres	\$500 + \$250 for any acre or fraction over 2.0 acres
over 5.0 acres up to 10 acres	\$1000 + \$250 for any acre or fraction over 5.0 acres
over 10 acres	\$2500 + \$250 for any acre or fraction over 10 acres
Site Plan Approval, Minor Add'ns/Site Improvements	\$250
<b>Cobble Hill Cemetery</b>	
Grave Site - Purchase Price	\$400
Grave Opening - Full Grave	\$400
Grave Opening - Infant Grave (up to 3 feet)	\$250
Cremation	\$150
Foundation - per foot	\$50
Foundation – Minimum	\$100
<b>Books and Maps</b>	
Code Books	\$200
Zoning Map	\$75
Code Book – Leaving Town Official	\$50
<b>Late Fee For Any App. Arising out of Zoning Law</b>	\$250
<b>Adult Use Registration</b>	
Processing Fee	\$500
<b>Use of Facility</b>	
Maintenance Fee	\$75
Sporting Field Reservations	\$50 per 3 hour block of time
Youth Sporting Leagues sponsored by not-for-profit organizations based in the Town of Boston which offer recreational opportunities to Town youth may make seasonal reservations.	<b>\$250</b>
<b>Waste Management Bag Sticker</b>	<b>\$3 each</b>
<b>Permits For Which There Is No Established Fee</b>	\$50

**TOWN OF BOSTON – RESOLUTION NO. 2024-03**

**ATTORNEY FOR THE TOWN**

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

**WHEREAS**, Sean W. Costello, Esq., with assistance from his affiliated law firm, Rupp Pfalzgraf LLC, and Joseph Burns, Esq., has served as Attorney for the Town from 2018 through 2023 pursuant to the terms of a retainer agreement dated January 3, 2018 as extended; and

**WHEREAS**, by way of a letter proposal dated December 26, 2023, Sean W. Costello and Rupp Pfalzgraf LLC have offered a further extension of the retainer agreement to serve as Attorney for the Town through December 31, 2025;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to extend the Town’s contract with Sean W. Costello, Esq., and Rupp Pfalzgraf LLC through December 31, 2025 by executing the December 26, 2023 proposal, and

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

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

December 26, 2023

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

Dear Town Board:

Re: Attorney for the Town – Extension of Retainer Agreement

It has been a great honor to serve the Board as Attorney for the Town for the past four years. The Town offers interesting and diverse legal issues, and it is a pleasure to work with engaged elected officials, talented staff, and passionate residents. Please accept this letter as our proposal to continue our contractual relationship for a term from January 1, 2024 through December 31, 2025 on the same terms as originally set forth in our January 3, 2018 engagement letter, with the following exception: we will continue to hold firm on the annual flat fee rate (meaning there will have been no increase for six straight years), but the hourly rate for my work on matters not covered by the flat fee will increase from \$150 to \$165. This represents a considerable discount from my 2023 standard hourly rate of \$350 and is by far the lowest rate I bill to any client.

I have already have signed this agreement on behalf of myself individually and on behalf of Rupp Pfalzgraf. If the Town authorizes Supervisor Keding to sign this extension agreement, a binding and enforceable agreement will exist between the Town, Rupp Pfalzgraf, and me.

Sincerely,



Sean W. Costello

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason A. Keding, Supervisor

**TOWN OF BOSTON – RESOLUTION NO. 2024-04**

**CLARK PATTERSON LEE TO SERVE AS PRIMARY TOWN ENGINEER**

**WHEREAS**, pursuant to Town Law § 20(2)(b), the Town of Boston may contract with an engineering services firm to give it such professional service and advice as it may require; and

**WHEREAS**, Clarke Patterson Lee has presented a proposal to provide municipal engineering services to the Town; and

**WHEREAS**, Clarke Patterson Lee has the experience, resources, and qualifications to handle the specific municipal engineering needs of the Town of Boston;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage Clarke Patterson Lee for Town engineering needs, at the rates set forth in that firm’s proposal, and

**IT IS FURTHER RESOLVED**, that Clarke Patterson Lee shall be the duly-designated Engineer for the Town of Boston through December 31, 2024 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**



December 6, 2023

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

**RE: 2024 PROPOSAL GENERAL PROFESSIONAL ENGINEERING SERVICES**

Dear Supervisor Keding:

CPL is excited to have the opportunity to continue working with the Town of Boston by providing general professional engineering services for 2024. CPL has more than 40 years of experience providing engineering services to municipalities and currently serves more than 90 municipalities throughout New York State.

The billing rates under this agreement are shown on the attached. Any expenses (postage, copies, mileage, etc.) will be billed directly with no multiplier.

Please contact me directly at (585) 260-4970 should you have any questions or require additional information.

Very truly yours,

CPL

A handwritten signature in blue ink, appearing to read 'Eric C. Wies', is written over the printed name.

Eric C. Wies, P.E.  
Principal

Acceptance of Proposal:

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



## Standard Billing Rates

<b>BILLING ROLE</b>	<b>BILLING RATE</b>
Principal Architect	\$275.00
Principal Engineer	\$275.00
Principal Consultant	\$185.00
Project Manager	\$185.00
Senior Planner	\$170.00
Senior Engineer MEP	\$170.00
Landscape Architect	\$170.00
Senior Engineer Civil/Structural	\$155.00
Senior Interior Designer	\$155.00
Planner	\$140.00
Project Architect	\$140.00
Project Engineer MEP	\$140.00
Project Engineer Civil/Structural	\$125.00
Resident Observer	\$125.00
Interior Designer	\$110.00
Junior Planner	\$95.00
Junior Engineer	\$95.00
Junior Draftsperson	\$95.00
Clerical   Administrative	\$80.00
<b><i>Municipal Services</i></b>	
Building Plans Examiner	\$155.00
Building Inspector	\$140.00
Building Official	\$140.00
Senior Code Enforcement Officer	\$125.00
Soil and Erosion Control Supervisor	\$125.00
Soil and Erosion Control Inspector	\$110.00
Permit Technician	\$80.00

**TOWN OF BOSTON – RESOLUTION NO. 2024-05**

**LABELLA ASSOCIATES TO SERVE AS TOWN ENGINEER**

**WHEREAS**, pursuant to Town Law § 20(2)(b), the Town of Boston may contract with an engineering services firm to give it such professional service and advice as it may require; and

**WHEREAS**, LaBella Associates has presented a proposal to provide municipal engineering services to the Town; and

**WHEREAS**, LaBella Associates has the experience, resources, and qualifications to handle the specific municipal engineering needs of the Town of Boston;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage LaBella Associates for Town engineering needs, at the rates set forth in that firm’s proposal, and

**IT IS FURTHER RESOLVED**, that LaBella Associates shall be the duly-designated Engineer for the Town of Boston through December 31, 2024 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Town Engineer pursuant to the Town of Boston Code.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**



December 13, 2023

Mr. Jason Keding, Supervisor  
Town Board Members  
Town of Boston  
8500 Boston State Road  
Boston, New York 14025-9648

**Re: Updated Agreement for Professional Services Related to  
Designation as Town Engineer**

Dear Supervisor Keding:

LaBella Associates, D.P.C. is pleased to provide this proposal to provide Engineering services to the Town. This letter outlines our continued understanding of the position, our management approach for fulfilling our responsibilities and basis of compensation.

### POSITION RESPONSIBILITIES

LaBella Associates will provide professional services on an as-needed basis to support the Town in meeting the needs of the community. As a support function, the Town is free to use its in-house expertise as necessary to economically provide services. It is anticipated that the majority of the work will involve Civil Engineering and Planning Services but assignments may include other disciplines including:

- Architecture;
- Mechanical, electrical, traffic, or structural engineering;
- Building Code Review
- Landscape Architecture;
- Environmental management;
- Energy conservation;
- Grant Consultation and Administration;
- Geographic Information Systems (GIS) and Data Intelligence
- Subsurface Utility Engineering and
- Land surveying.

It is anticipated that the majority of the assignments will involve supporting the Town Board, Department of Planning and Zoning, and Department of Public Works.

Work assigned to the Town Engineer includes:

- On-going assignments: (for example)
  - Site plan reviews on behalf of the Planning Board;
  - As needed attendance at Planning Board meetings;
  - LaBella Planning representatives integrated with Town staff on as needed basis.
  - Review of erosion control measures for the Town;
  - Evaluation of drainage concerns for the Department of Public Works;
  - Inspection of developer constructed dedicated improvements; and
  - Offering professional opinions on issues or initiatives the Town is considering.



- Specific projects of limited or comprehensive scopes: (for example)
  - Feasibility studies for special use district;
  - Design of street improvements;
  - Design of infrastructure improvements such as watermains, storm and sanitary sewers, pumping stations and force mains;
  - Evaluation and design of open-channel drainage improvements and storm water management facilities;
  - Development and implementation of drainage master plan;
  - Development of comprehensive planning studies; and
  - Building and facilities master plans
  - Design and implementation of park upgrades and open green space design

## IMPLEMENTATION

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### Service Delivery

We have assigned two experienced professionals to support the Town: Principal-in-Charge and a Client Manager.

Michael Simon will be the Principal-in-Charge, providing overall support under our appointment as Town Engineer, and assisting our Client Service Manager, Becky Smith, with quality assurance, allocation of staff resources, and management of the contract.

Becky Smith will be the Client Service Manager and will be the primary channel of communication between LaBella Associates and the Town of Boston. She will assist in defining the needs, goals, and vision for a successful relationship and convey that to the Design Team. For Civil Engineering projects, she will also responsible for managing and directing the technical staff assigned to the project.

The Client Manager will draw upon the resources of the firm to address the particular needs of the assignments. From time to time, she will be supported by specialists outside the field of Civil Engineering including:

*Edward Flynn, AICP*  
Senior Planner

*Jeff Kloetzer, A.I.A.*  
Architectural Design

*Derik Kane, AICP*  
Planning Services

*Kris Winkler, P.E.*  
Sr. Civil Engineer

*Rob Napieralski*  
Environmental Consulting

*Nick Harkola, P.E.*  
Electrical Engineering

*Andrew Karlson, P.E.*  
Structural Engineering

*Casey Bernhard, P.E., LEED AP*  
Mechanical Engineering

*Chis Locke, L.S.*  
Land Survey

*Mary Steblein, P.E., CPESC*  
Stormwater Specialist

*Lorenzo Rotoli, P.E., P.T.O.E*  
Traffic Engineering

*Frances Kabat, J.D.*  
Environmental Specialist



*Chuck Lind, P.E.*  
Energy Engineer

*Barb Johnston, A.I.C.P.*  
Planning Services & Grants

*Maria Dolce, GISP*  
Data Intelligence and GIS

*Philip Lakso*  
Construction Inspection

### Work Task Authorization

The Town will designate representatives (Town Representative) that are authorized to assign work tasks to LaBella Associates. Authorization will include:

- For On-going Services of Limited Scope: written or verbal direction by the Town Representative.
- For Specific Projects of Limited or Comprehensive Services: LaBella Associates will provide a written proposal outlining the scope of work, schedule and fee. Fees will be either lump sum, cost reimbursable, or as agreed with the Town's Representative. Work will not be initiated until written authorization is received from the Town.

### Schedule

Schedule for individual tasks will be agreed upon with the Town's Representative authorizing the work.

### Fees

For on-going assignments, such as Planning Board reviews, or other individual assignments where the Scope of Services is not well defined, services will be provided on a Cost Reimbursable Fee arrangement. Under this arrangement the fee for personnel and expenses can be determine as outlined below:

### Personnel

The Town of Boston will be invoiced based on the actual number of hours worked on each assignment according to the hourly rate schedule listed below:

### Engineering / Architectural Services

Principal-In-Charge	No Charge
Sr. Project Manager	\$165
Project Manager	\$140
Engineer / Architect	\$120
Junior Engineer / Architect	\$ 85
Senior Designer / Technician	\$115
Designer / CAD Technician	\$ 95
Administrative Assistant	\$ 60

### Other Services

Planner Project Manager	\$130
Sr. Planner	\$120
Jr. Planner	\$ 90
Environmental Analyst	\$115
Senior GIS Specialist	\$150
GIS Technician	\$90



### Construction Inspection

Resident Engineer	\$ 105
Inspector II	\$ 90
Inspector I	\$ 80

### Survey

Licensed Surveyor	\$145
Crew Chief	\$105
Instrument Assistant	\$ 85

### Reimbursable Expenses

The following items of direct expense will be invoiced at our cost or as indicated below:

- Permit and review fees;
- Printing of plans and specifications;
- Specialized consultants; and
- Additional wages and supplements required by the New York State Department of Labor for field survey at our cost.

### Invoices

Invoices for our services will be issued monthly based on:

- Our estimate of the percentage of work completed for Lump Sum Fees; and
- The number of hours worked plus any reimbursable expenses incurred for Cost Reimbursable Fees.

### Acceptance

If the Terms of this revised proposal are acceptable to the Town of Boston, please sign below and this will serve as our Agreement.

We appreciate the opportunity to continue to serve the Town of Boston and to a mutually rewarding relationship.

Regards,

LaBella Associates, D.P.C.

Town of Boston

Rebecca L. Smith, GISP  
Civil Regional Leader

Jason Keding  
Town Supervisor

**TOWN OF BOSTON – RESOLUTION NO. 2024-06**

**ROTELLA GRANT MANAGEMENT TO SERVE AS TOWN GRANT WRITER**

**WHEREAS**, the Town of Boston may contract with a Grant Writer to give it such professional service and advice as it may require; and

**WHEREAS**, Rotella Grant Management has presented a proposal to provide municipal grant writing services to the Town totaling \$21,600 per year, payable every month at \$1,800.00; and

**WHEREAS**, Rotella Grant Management has the experience, resources, and qualifications to handle the specific municipal grant needs of the Town of Boston;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to engage Rotella Grant Management for Town grant needs, at the rates set forth in that firm's proposal, and

**IT IS FURTHER RESOLVED**, that Rotella Grant Management shall be the duly-designated grant writer for the Town of Boston through December 31, 2024 or until further Resolution of the Town Board, and shall perform those specific tasks and duties as are required of the Grant Writer.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to vote via roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

## Contract for Grant Writing Services

Rotella Grant Management  
19 Jordy Court  
Hamburg, NY 14075



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

This Contract for Grant Writing Services (the "Contract") is entered into between Rotella Grant Management (RGM), hereinafter referred to as the "Grant Writer," and the Town of Boston, hereinafter referred to as the "Client," for the provision of grant writing services on a monthly retainer basis, as per the terms and conditions stated herein.

### **"Grant Writer," will provide the following:**

#### Scope of Services

The Grant Writer agrees to provide grant writing services to the Client, including but not limited to:

- Identifying potential grant opportunities.
- Preparing, writing, and submitting grant proposals.
- Reviewing and editing existing grant proposals.
- Researching and collecting relevant data and information for grant applications.
- Preparing and drafting sample letters of support.
- Providing advice, consulting and guidance on grant-related matters, grant project ideas and grant administration.

#### Monthly Retainer:

The Client agrees to pay the Grant Writer a monthly retainer of \$1,800.00, payable in advance, on or before the 1st day of each month, starting from the commencement date of this Contract.

#### Term:

The initial term of this Contract shall be for 12 months, commencing on January 1, 2024 and terminating on December 31, 2024. After the initial term, this Contract shall automatically renew for a successive 12 months unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

#### Confidentiality:

The Grant Writer shall treat all information provided by the Client as confidential and shall not disclose, share, or use such information for any purpose other than to fulfill the obligations under this Contract. This obligation shall survive the termination of this Contract.

#### Ownership of Work:

Any grant proposals, documents, or materials prepared by the Grant Writer during the term of this Contract will be provided to and shall become the property of the Client, and the Client

shall have full ownership, preservation, and usage rights. It is the responsibility of the Client to maintain these records.

**Non-Exclusive Engagement:**

This Contract is non-exclusive, meaning that the Grant Writer may provide grant writing services to other clients during the term of this Contract.

**Independent Contractor:**

The Grant Writer shall be considered an independent contractor and not an employee or agent of the Client. As such, the Grant Writer shall be responsible for their taxes, insurance, and other obligations related to being an independent contractor.

**Reoccurring Meetings and Reporting:**

Grant Writers will be available for in-person meetings, conference calls, and video calls, and providing grant status reports *upon request* by the Client. The Grant Writer, as a standard practice, shall not be obliged to attend reoccurring municipal board meetings, public meetings, or provide continuous reporting. In the event that the Client requires the Grant Writer's regular attendance at in-person meetings not directly related to grant writing, both parties will mutually agree to those terms in addition to this agreement. The Grant Writer will not provide continuous reports on open grant opportunities. The Grant Writer will pinpoint and present grant opportunities that align with project plans and customized ideas tailored to the specific needs of the Client.

**Grant Award Compliance:**

The Grant Writer shall not be responsible for post-award grant contract terms and compliance, project monitoring, or any other obligations related to the grant award contract. Where necessary and desired by the Client, the Grant Writer may consult with and advise the Client on its responsibilities and roles for contract compliance. The Grant Writer's role is limited to providing grant writing services, grant reporting, grant consulting and relaying information from the Client to the agency upon the terms of the grant award.

*~ Grant Writers do not participant in any municipal fund raising or political party donations ~*

***“Client” will be responsible for the following:***

The registration process for any online grant portals, and providing those credentials to the Grant Writer for temporary use to access the grant portals for the purpose of preparing and submitting grant applications. It is the Client's responsibility to maintain records of digital log-in credentials, retain and update passwords as necessary, and assign appropriate staff roles and grant responsibilities as applicable.

All grant application feedback provided to the Grant Writer must be communicated via e-mail along with an e-mail acknowledging acceptance and final approval for the official submission of every grant application.

Supplying any necessary photos, resolutions, cost estimates, planning documents, and/or letters of support for projects to be included in the grant proposals.

Project Bidding and Vendor Selection:

As per **New York State requirements** the Client shall conduct a fair and transparent bidding process for any grant project-related projects in accordance with municipal laws as well as meet the bidding process designated by each respective granting agency including, but not limited to, MWBE, SDVOB, EEO, etc. This involves selecting vendors and contractors based on fair evaluation criteria to ensure compliance with grant regulations, with adherence to all applicable New York State agency and local procurement policies.

Providing and Monitoring Financial Information:

As per **New York State requirements** the Client shall be responsible for providing accurate and up-to-date financial information to the granting agency as required by the terms of the grant. This may include budget reports, financial statements, audits, expenditure documentation, and other relevant financial data.

Project Monitoring:

As per **New York State requirements** the Client shall actively monitor the progress of the funded project, ensuring that it adheres to the specified timelines, objectives, and deliverables outlined in the grant agreement. Provide regular updates and progress to the Grant Writers to keep the grant project moving forward and to keep the granting agency informed.

Grant Award Contract Goals and Transparency:

The Client shall align the project activities with the designated goals, objectives, or initiatives relevant to the grant and grant contracts. Additionally, the Client should maintain transparency throughout the project implementation, disclosing relevant information and progress reports to the Grant Writer and the granting agency as needed.

This agreement has been approved by:

\_\_\_\_\_  
Jaosn Keding  
Supervisor  
Town of Boston

Date

  
\_\_\_\_\_  
Bernie Rotella  
Grant Coordinator  
Rotella Grant Management

Date 12/7/2023



**TOWN OF BOSTON – RESOLUTION NO. 2024-07**

**TOWN PLANNING CONSULTANT AGREEMENT**

**WHEREAS**, the Town of Boston has for many years contracted with Sarah Desjardins to serve as its Planning Consultant; and

**WHEREAS**, the Planning Consultant is an independent contractor to the Town who receives no Town benefits and bills the Town for hours actually worked and Planning Board meetings attended; and

**WHEREAS**, the Planning Consultant has presented a draft agreement outlining the proposed scope of work and fees for services to be rendered for a term from January 1, 2024 to December 31, 2024, and thereafter continuing on a month-to-month basis until terminated by either party;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to execute the proposed draft agreement with Planning Consultant Sarah Desjardins for an initial term of January 1, 2024 to December 31, 2024.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

## TOWN/MUNICIPAL AGREEMENT

This agreement is made this \_\_\_\_\_ day of January 2024 by and between the Town of Boston and Sarah Desjardins, Planning Consultant.

In consideration of the mutual covenants and agreements herein contained, the Town and Ms. Desjardins do hereby agree as follows:

1. During the term of this agreement, Ms. Desjardins agrees to furnish the following planning services for the Town:
  - The general duties to be performed shall be as follows:
    1. Management of development applications
    2. Meetings with the public and development applicants
    3. Meetings with Town departments and Boards as needed
    4. Receive questions from the Town, its department, boards, committees and employees relative to general municipal planning
    5. Provide consultation regarding SEQR proceedings for Unlisted and Type II Actions not requiring an Environmental Impact Statement
    6. Law, Code and ordinance updates
2. The Town agrees to pay Ms. Desjardins for services listed above at a rate of \$80.00 per hour, payable upon submission of an appropriate voucher.
3. Ms. Desjardins agrees to attend the monthly Planning Board meeting as requested at a rate of 150.00 per meeting.
4. The Planning Consultant provides professional services under this agreement as an independent Contractor and agrees to conduct herself consistent with such status. The Planning Consultant will neither hold herself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.
5. This agreement may not be assigned except upon written consent of the Town.
6. The term of this agreement shall be January 1, 2024 to December 31, 2024, and shall thereafter continue on a month-to-month basis until terminated by either party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

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

Town of Boston

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

Sarah Desjardins  
Planning Consultant

**TOWN OF BOSTON – RESOLUTION NO. 2024 –08**

**AGREEMENT WITH THE BOSTON FREE LIBRARY ASSOCIATION**

**WHEREAS**, the Boston Free Library Association owns a certain building known as the Boston Free Library, which has a room, available for public assembly or use by organizations, known as a "Community Room," and

**WHEREAS**, the Boston Free Library's Community Room is from time to time unused, and

**WHEREAS**, the Town of Boston owns a Town Hall that has rooms, available for public assembly or use by organizations, which are frequently in demand by more than one group, organization or town governmental entity; and

**WHEREAS**, the Town of Boston, from time to time, receives documents that are maintained in the Office of the Town Clerk to be available for public inspection; and

**WHEREAS**, the Office of the Town Clerk is generally open during normal business hours Monday through Friday; and

**WHEREAS**, the Boston Free Library has regular hours that include three weekday evenings and Saturdays; and

**WHEREAS**, the Town Board of the Town of Boston has determined that it is in the public interest to arrange to have an additional Community Room available for public assembly and for qualified private organizations and to have a Depository for documents filed for public inspection that is open to the public outside normal business hours; and

**WHEREAS**, Education Law§ 256 permits the Town to grant money for the support of the cost of maintaining the Library;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Supervisor hereby is authorized, on behalf of the Town of Boston, to enter into an agreement with the Boston Free Library Association for the period commencing January 1, 2024 through December 31, 2024 for the Boston Free Library to permit Town use of its Community Room and to serve as an additional Depository for documents filed for public inspection; and

**\*\*CONTINUED ON NEXT**

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IT IS **FURTHER RESOLVED**, that in consideration of the above and to support the maintenance of the Library to provide meeting space and depository services for the Town, the Town hereby is authorized to pay to the Boston Free Library the sum of \$1,000.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

## LEASE AND DEPOSITORY AGREEMENT

THIS **LEASE AND DEPOSITORY AGREEMENT** made the 3<sup>rd</sup> day of January, 2024 by and between the BOSTON FREE LIBRARY ASSOCIATION, an association chartered by the Board of Regents of the State of New York, with its principal office located at 9475 Boston State Road, Boston, New York (hereinafter called the "Lessor" or "Depository") and the TOWN OF BOSTON, an incorporated Town, located in Erie County, State of New York, having its address at 8500 Boston State Road, Boston, New York 14025 (hereinafter called the "Lessee").

### WITNESSETH :

**WHEREAS**, the Boston Free Library Association owns a certain building known as the Boston Free Library, which has a room, available for public assembly or use by organizations, known as a "Community Room," and

**WHEREAS**, the Boston Free Library's Community Room is from time to time unused, and

**WHEREAS**, the Town of Boston owns a Town Hall that has rooms, available for public assembly or use by organizations, which are frequently in demand by more than one group, organization or town governmental entity; and

**WHEREAS**, the Town of Boston, from time to time, receives documents that are maintained in the Office of the Town Clerk to be available for public inspection; and

**WHEREAS**, the Office of the Town Clerk is generally open during normal business hours Monday through Friday; and

**WHEREAS**, the Boston Free Library has regular hours that include three weekday evenings and Saturdays; and

**WHEREAS**, the Town Board of the Town of Boston has determined that it is in the public interest to arrange to have an additional Community Room available for public assembly and for qualified private organizations and to have a Depository for documents filed for public inspection that is open to the public outside normal business hours.

**NOW THEREFORE**, for good and valuable consideration, as outlined below, the Boston Free Library Association agrees to lease to the Town of Boston the Boston Free Library's Community Room from time to time during the period commencing January 1, 2024 through December 31, 2024 and to serve as an additional Depository for documents filed for public inspection subject to the further terms and conditions of this agreement.

1. Premises: The Lessor, in consideration of the rents to be paid and covenants to be made by the Tenant hereinafter provided, leases to the Lessee a certain premises commonly known as the Community Room of the Boston Free Library, located

on Boston State Road, Boston, New York 14025, which area is hereinafter referred to as "Premises"; said lease to be non-exclusive and to be applied for use of the Community from time to time in accordance with the further terms and conditions contained herein.

2. Term: The overall term during which these lease rights may be exercised shall be for twelve (12) months. The term shall commence on January 1, 2024 and terminate on December 31, 2024.

3. Rent: The Lessee agrees to pay rent and a fee for use of the Library as a Depository in the amount of One Thousand Dollars (\$1,000.00) for the term of this Lease and Depository Agreement, said amount to be paid in a lump sum prior on or before July 1, 2024.

4. Insurance: The Lessee will at its own expense maintain at all times general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the premises and arising out of the use thereof by the Lessee.

5. Use of Premises: The Lessee agrees that the Premises shall be used as a meeting room during the ordinary operating hours of the Boston Free Library and subject to the availability of the room, it being understood that the Library shall have priority in using the room for Library functions.

6. Repairs and Alterations: The Lessee shall not be responsible for any repairs to the premises and the Landlord shall be responsible for keeping the premises in good repair.

7. No Waiver: No delay or omission by either party hereto in the exercise of any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding or continuing breach thereof or of any other covenant, condition or agreement contained herein.

8. Destruction of Premises: In case of damage by fire or other casualty to the premises, if the damage is so extensive as to amount practically to the total destruction of the leased property, this Lease and Depository Agreement may cease, at the option of the Lessee, and the rent shall be apportioned to the time of the damage. In all other cases where the buildings on the leased property are damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch and, if the damage has rendered the leased property untenable, in whole or in part, there shall be an abatement of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance, and other causes beyond the Lessor's control.

9. Depository for Public Documents: It is agreed by and between the Lessor and the Lessee that in consideration of the rental herein required the Lessor shall act as a depository for Town of Boston documents that are available for public inspection. The Lessor shall act as such a Depository during the term of this lease.

10. Notices: All notices to be given to the Lessor shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessee at 8500 Boston State Road, Boston, New York 14025. Notices by the Lessee to the Landlord shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid and addressed to the Lessor at P.O. Box 200, Boston, New York 14025. Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

11. Subordination: This lease is subject to and subordinate to all mortgages which may now or hereafter affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof.

12. Miscellaneous: (a) The paragraphs captions in this lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof; and  
(b) This lease shall be construed and enforced in accordance with the laws of the State of New York.

13. Successors: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Entire Agreement: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.



**IN WITNESS WHEREOF**, the **Boston Free Library Association** and the **Town of Boston** have executed this Lease the 3<sup>rd</sup> day of January, 2024.

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Boston Free Library Association  
Suzanne Borowicz, President

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Town of Boston, New York  
Jason A. Keding, Supervisor

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

On this \_\_\_\_\_ day of January, 2024, before me, the undersigned, personally appeared **Jason A. Keding**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

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Notary Public

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

On this \_\_\_\_\_ day of January, 2024, before me, the undersigned, personally appeared **Suzanne Borowicz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the same.

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Notary Public

**TOWN OF BOSTON – RESOLUTION NO. 2024-09**

**PAYMENT OF INSURANCE PREMIUM**

**WHEREAS**, the Town of Boston has placed its various property and liability insurance coverages with the New York Municipal Insurance Reciprocal (“NYMIR”); and

**WHEREAS**, the Town has received a renewal insurance package for a policy term of January 1, 2024 to January 1, 2025 which enhances certain coverages with premiums as follows:

Commercial Property	\$21,538 + Fire Fee of \$109.41
Equipment Breakdown	\$3,123
Inland Marine	\$14,993
Crime & Fidelity	\$708
Commercial General Liability	\$13,254
Law Enforcement Liability	\$643
Public Officials Liability	\$6,224
Commercial Excess Liability	\$3,461
Commercial Auto	\$16,676 + MVR Fee of \$270
Owners & Contractors Protective Liability	\$275

Total due for NYMIR coverages in the amount of \$81,274.41; and

**WHEREAS**, the Town has received a renewal on the fuel tank storage at a cost of \$1,950 from Great American Insurance Group; and

**WHEREAS**, the Town has received a quote for cyber liability at a cost of \$2,881 from Fusion;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes payment, upon receipt of invoice, of the January 1, 2024 to January 1, 2025 insurance policy premiums plus fees totaling \$81,274.41 to NYMIR, \$1,950 to Great American Insurance Group, and \$2,881 to Fusion.

On January 3, 2024 the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON – RESOLUTION NO. 2024-10**

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

**WHEREAS**, in 1989 the Town of Boston formed the Town of Boston Ambulance District (“District”), encompassing the entire Town, to provide ambulance service for the Town; and

**WHEREAS**, Boston Emergency Squad, Inc. (“BES”), has provided ambulance service to the District since it was created, and that not-for-profit, volunteer-run organization proudly has provided ambulance service to the Town since 1967; and

**WHEREAS**, the District and BES annually enter into a contract that outlines the services to be provided by BES and the consideration to be provided by the Town, and the terms of the proposed agreement between the District and BES for the period from January 1, 2024 to December 31, 2024 are set forth in the attached contract dated January 3, 2024; and

**WHEREAS**, confronted by ever-increasing costs, BES has determined that the financial viability of that organization will be strengthened and it will be better able to maintain the quality of its services if certain fees are charged for the services it renders and if those fees are paid to BES as consideration under the contract between the District and BES, and BES has agreed in the contract to provide certain additional consideration in exchange for these fees; and

**WHEREAS**, pursuant to Town Law § 198(10-f)(b), on behalf of the District the Town Board is empowered with respect to the District to “fix a schedule of fees or charges to be paid by persons requesting the use of such facilities, provide for the collection of such fees and charges, or formulate rules and regulations for the collection thereof;” and

**WHEREAS**, with the input of BES, through the proposed contract and a billing policy and fee schedule to be adopted by separate resolution, the District has developed a schedule of fees, provided for their collection by a third-party service provider to be retained by BES, and adopted rules and regulations for their collection, all of which are intended to provide needed funding to BES without imposing an undue financial burden on taxpayers in the Town of Boston; and

**WHEREAS**, a public hearing on the proposed agreement between the District and BES was held on January 3, 2024; and

**WHEREAS**, after due deliberation on the foregoing, the Town Board believes it to be in the best interests of the District to execute the contract with BES dated January 3, 2024;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston hereby authorizes the contract dated January 3, 2024 between the Town of Boston Ambulance District and Boston Emergency Squad, Inc., for general ambulance service and first aid to be provided in the Town of Boston.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

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

**THIS CONTRACT, dated the 3rd day of January, 2024 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 ambulance service fees (less any fees collected by the billing service provider) collected pursuant to the District's fee policy. 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

**TOWN OF BOSTON – RESOLUTION NO. 2024-11**

**ADOPTING AMBULANCE DISTRICT BILLING POLICY AND SCHEDULE OF FEES**

**WHEREAS**, in 1989 the Town of Boston formed the Town of Boston Ambulance District (“District”), encompassing the entire Town, to provide ambulance service for the Town; and

**WHEREAS**, Boston Emergency Squad, Inc. (“BES”), has provided ambulance service to the District since it was created, and that not-for-profit, volunteer-run organization proudly has provided ambulance service to the Town since 1967; and

**WHEREAS**, the District and BES annually enter into a contract that outlines the services to be provided by BES and the consideration to be provided by the Town, and the terms of the proposed agreement between the District and BES for the period from January 1, 2024 to December 31, 2024 are set forth in a contract dated January 3, 2024; and

**WHEREAS**, to help defer ever-increasing costs incurred by BES while mitigating the financial burden on Town of Boston taxpayers necessary to continue to receive quality service, the contract between the District and BES contemplates charging ambulance users certain fees; and

**WHEREAS**, pursuant to Town Law § 198(10-f)(b), on behalf of the District the Town Board is empowered with respect to the District to “fix a schedule of fees or charges to be paid by persons requesting the use of such facilities, provide for the collection of such fees and charges, or formulate rules and regulations for the collection thereof;” and

**WHEREAS**, with the input of BES, the District has developed the attached Billing Policy and Fee Schedule, both dated as of January 1, 2024;

**NOW THEREFORE BE IT**

**RESOLVED**, pursuant to Town Law § 198(10-f)(b), that on behalf of the Town of Boston Ambulance District the Town Board of the Town of Boston hereby adopts the attached billing policy dated January 1, 2024 and the attached Fee Schedule dated January 1, 2024, to be effective immediately with respect to services provided to the Ambulance District by Boston Emergency Squad, Inc., to be further regulated by the terms of the contract between the Ambulance District and Boston Emergency Squad, Inc., and subject to amendment or revision by further Resolution of the Town Board.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]

Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

# TOWN OF BOSTON AMBULANCE DISTRICT

## BILLING POLICY

**Pursuant to Town Law § 198(10-f)(b), a Town Board resolution has established the following billing policy for fees authorized to be collected for ambulance services rendered by Boston Emergency Squad, Inc., on behalf of the Town of Boston Ambulance District:**

Pursuant to the contract between the Town of Boston Ambulance District (“District”) and Boston Emergency Squad, Inc. (“BES”), BES may retain a third-party billing service provider (hereinafter “Billing Service”) to assist in the billing and collection of fees, and BES intends to retain such a service provider. In the event no Billing Service has been retained by BES, the duties of the Billing Service may be performed by BES directly. These policies and procedures will apply effective January 1, 2024, and this Billing Policy may from time to time be amended by further resolution of the Town Board.

### **Billing Policies**

**Billing Insurance:** The main function of the billing program is to have the Billing Service bill the insurance of the patient who was transported to the hospital. It is anticipated most revenue will be recovered through these means. It will be the Billing Service’s responsibility as the contracted billing agent to submit these claims to the insurance company.

**Resident Status:** Residents of the Town of Boston, in consideration of Ambulance District tax dollars supporting BES, will have their co-pays, coinsurances offset. This means that after insurance payment the account will be closed. Any deductible regardless of resident status will be pursued as described in this Billing Policy (collection of patient cost-share amount). Any non-residents will be pursued for their copay or co-insurance that is due after insurance payment. BES will identify to the Billing Service the resident status of the accounts.

**Collection of Insurance Information:** BES will endeavor to collect insurance/demographic information at the scene. If unsuccessful the Billing Service will utilize their best effort to locate the correct insurance information for that patient through online searching. In the event no insurance information is found BES through the Billing Service will send letters asking for insurance information to the patient’s address. This letter series will include at least 3 letters over 90 days asking for insurance information. If no response, the patient will be invoiced for the balance due for a series of two invoices over 60 days. If no payment or insurance information has been received this account could be considered for a write-off. If at any point insurance information has been provided to PAB and the information is verified, PAB will submit the claim to insurance for payment.

**Collection of Patient Cost-Share Amount:** Any balance due from the patient will receive a series of 3 letters over 90 days asking for payment. If no payment is made the account could be considered for write-off.

**Member policy:** In the event a member of BES is transported to the hospital BES will bill the member’s insurance and then waive any patient cost-share responsibility. This will include deductibles.

**Collections:** At this time, having reasonably considered the costs and benefits, neither BES nor the Ambulance District has an agreement with any collection agency to pursue any bad debt or patient responsibility that could be a candidate for a write-off. BES will review this policy yearly to see if any collection program is necessary to recoup funds and make appropriate recommendations to the Town Board for the amendment of the Billing Policy. The Billing Service’s job is to make sure every patient is billed fairly throughout the billing cycle.

Write Offs: Any amount uncollected that has been through the letter series or greater than 180 days could be considered for a write-off. Because write-offs impact the finances of BES, the Ambulance District authorizes the Board at Boston Emergency Squad, Inc., to work directly with the Billing Service to decide which accounts will be written off, with write-offs to be on a case-by-case basis and to include documentation of the rationale for the write-off. Information regarding write-offs shall be provided to the Ambulance District as part of the reporting required in the contract between the Ambulance District and BES.

BES will review this Billing Policy at least yearly and will make recommendations as appropriate to continue to improve the billing program.

**Adopted by Town Board Resolution on January 3, 2024.**

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**Sandra L. Quinlan, Town Clerk**

## TOWN OF BOSTON AMBULANCE DISTRICT

### SCHEDULE OF FEES EFFECTIVE JANUARY 1, 2024

Pursuant to Town Law § 198(10-f)(b), the following fees are authorized by Town Board resolution to be collected for ambulance services rendered by Boston Emergency Squad, Inc., on behalf of the Town of Boston Ambulance District:

Medicare BLS	\$418
Medicare ALS	\$497
Medicare Miles	\$8.7/mile
Medicaid BLS	\$250
Medicaid ALS	\$296
Medicaid Miles	\$3.04/mile

Level of Service	Adopted Fee	Fair Health Consumer Rates for Comparison
Basic Life Support E/NE	\$1000	\$1300
Advanced Life Support E/NE	\$1300	\$1839
Advanced Life Support-2	\$1600	Not provided
Treat/Release	\$400	\$500
Paramedic Intercept	\$785	Not provided
Mileage (loaded)	\$35/mile	\$39/mile

**Adopted by Town Board Resolution on January 3, 2024.**

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**Sandra L. Quinlan, Town Clerk**

**TOWN OF BOSTON – RESOLUTION NO. 2024-12**

**FUNDS DESIGNATED FOR AMBULANCE PURCHASE**

**WHEREAS**, in 1989 the Town of Boston formed the Town of Boston Ambulance District (“District”), encompassing the entire Town, to provide ambulance service for the Town; and

**WHEREAS**, since its inception, the District has contracted with the Boston Emergency Squad, Inc. (“BES”), to provide ambulance service in the District, and has provided BES with two ambulances which are BES property, and has replaced those ambulances when the District and BES have agreed that an ambulance has reached the end of its useful service life; and

**WHEREAS**, in Resolution 2015-12, the Town sought to create a capital reserve fund pursuant to General Municipal Law Section 6-c “for a future ambulance purchase designated within the Ambulance Fund”; and

**WHEREAS**, General Municipal Law Section 6-c(3)(a) bars the establishment of a capital reserve fund for “equipment to be acquired, on behalf of an improvement district or other similar district located within such municipality other than a sewer and/or water improvement district”, and NYS Comptroller Opinion No. 88-73 notes that “towns other than suburban towns may not establish capital reserve funds for improvement district purposes”; and

**WHEREAS**, NYS Comptroller Opinion 81-2 noted that where there was no legal authority to establish a capital reserve fund for a special district, the resolution establishing the reserve “was a nullity and did not serve to set up a capital reserve fund for the [] district”; and

**WHEREAS**, Opinion 81-2 further notes that monies accumulated in a fund established to serve as a capital reserve but which was unauthorized may be considered unanticipated revenues and to “constitute surplus district moneys which may be used for any lawful district purpose”; and

**WHEREAS**, the reserve fund is invested in an interest-bearing account and presently has approximately \$227,400, and all monies presently in that reserve fund are the proceeds either of the ad valorem tax upon real property in the ambulance district or from allocation of excess sales tax which properly becomes a District fund when deposited in a District account, as the District serves the entire Town; and

**WHEREAS**, the 2024 contract between the District and BES provides in part that the District will pay to BES a sum not to exceed \$273,213, representing the cost to replace ambulance Unit #816, and that after this the District no longer will accumulate reserve funds for the purpose of ambulance replacement and that BES will bear the responsibility of developing its own capital reserve for ambulance payments; and

**WHEREAS**, the 2024 District budget includes an additional \$40,000 for ambulance replacement to be raised by taxation; and



WHEREAS, the balance of the cost to the District to replace ambulance Unit #816 following collection of the 2024 Ambulance District taxes, less any interest earnings on District ambulance replacement funds and any additional surplus district monies which may properly be applied to the District’s contractual obligation to BES, may be loaned to the District from the Town’s General Fund, the amount of this loan will not exceed \$6,000, and the General Fund will be repaid with interest as required by funds raised through the District’s 2025 tax levy;

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

- (1) That the capital reserve fund created pursuant to Resolution 2015-12 hereby is declared a nullity;
- (2) The funds contained in the reserve fund described in Resolution 2015-12 hereby are declared unanticipated 2024 revenue for the Town of Boston Ambulance District; and
- (3) The Town Board, as commissioners of the Town of Boston Ambulance District, hereby authorize the Town Supervisor to apply all unanticipated 2024 Ambulance District revenue as well as the \$40,000 to be raised through 2024 Ambulance District tax for ambulance replacement purposes, together with any other or further Ambulance District funds which are not otherwise designated, toward the District’s 2024 contract commitment to pay to Boston Emergency Squad, Inc., a sum not to exceed \$273,213 for replacement of ambulance Unit #816; and
- (4) The Town Board hereby, for the Town and for the District, authorizes a loan if needed from the Town’s General Fund to the Ambulance District not to exceed \$6,000 for the balance of the \$273,213 ambulance replacement commitment described above, to be repaid with applicable interest from funds raised through the 2025 Ambulance District tax.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[    ]	[    ]	[    ]	[    ]
Councilmember Lucachik	[    ]	[    ]	[    ]	[    ]
Councilmember Martin	[    ]	[    ]	[    ]	[    ]
Councilmember Selby	[    ]	[    ]	[    ]	[    ]
Supervisor Keding	[    ]	[    ]	[    ]	[    ]

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**Sandra L. Quinlan, Town Clerk**

691 Bullis Road  
Elma, NY 14059-9669  
www.gormanent.com



Tel (716) 675-3859  
NY (800) 652-8577  
Fax (716) 675-1861

## **AGREEMENT OF SALE FOR AMBULANCE – TAG-ON CONTRACT**

THIS AGREEMENT is made between Gorman Emergency Vehicles, of Six Hundred Ninety One Bullis Rd, Elma, New York, ("Company") and the ("Purchaser"):

Town of Boston Emergency Squad  
8500 Boston State Road  
Boston, NY 14025

**FOR THE PURCHASE OF ONE: Life Line Superliner 167 Ambulance – 2025 Ford E-450 Gas – Per work order 10055-E and proposal dated 11/23/23. Tag-on to attached Wayne County EMS purchase order #22000510 for NYS OGS Vehicle Marketplace Mini-Bid #11655**

1. **ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the Ambulance described in the Company's specifications, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

2. **DELIVERY SCHEDULE:** The Ambulance shall be ready for delivery F.O.B. at Boston Emergency Squad, approximately 550 days from receipt of chassis and approved order, subject to extension due to changes made by Buyer.

3. **PRICE:** Buyer shall pay to Company the Purchase Price for the Ambulance the sum of: Two Hundred Seventy Three Thousand Two Hundred Thirteen U.S. Dollars - \$273,213.00

\*Includes Ford fleet rebate

\*\*The price will not exceed \$273,213.00 regardless of the chassis price increase.

This purchase price does not include any taxes. Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

4. **TERMS OF PAYMENT:**

	<b>\$68,303.25 – DUE AT CONTRACT</b>
	<b>\$68,303.25 – DUE AT RECEIPT OF CHASSIS</b>
	<b>\$68,303.25 – DUE AT PRODUCTION START</b>
	<b>\$68,303.25 – DUE AT DELIVERY</b>

5. **WARRANTY:** Ambulance manufacturer provides a limited warranty in accordance with the warranty terms set forth in the Specifications.

***EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.***

\*\*\*SEE SEPARATE WARRANTY STATEMENTS FOR COMPLETE INFORMATION\*\*\*

Offering the most complete fire truck and ambulance sales and service in New York State!  
A Division of Gorman Enterprises

# Complete Service & Parts Support

**6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE AMBULANCE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

**7. CANCELLATION:** This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

**8. FORCE MAJEURE:** The seller shall not be charged with liquidated damages or any excess cost when delay in delivery of goods is due to:

Any preference or priority of an allocation order duly issued by a government agency.

Unforeseeable cause beyond the control and without the fault, of the ambulance manufacturer, or acts of God or of the public enemy, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and;

Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.

**9. TAG-ON CLAUSE:** It is the intent of this contract to make available to other New York State ambulance entities, by mutual agreement of the selling "Company", the right to purchase the same or like equipment and or products using the prices quoted in this contract for a period of 3-years from signed contract. The prices are subject to annual manufacturer price increases.

---

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of December, 2023.

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

Title: \_\_\_\_\_

Of: Town of Boston Emergency Squad

Authorized Signature Only: \_\_\_\_\_

This contract is not a valid and binding obligation until approved, dated and executed by Gorman Emergency Vehicles,

By: William J. Gorman

Title: Sales Manager

Signature: \_\_\_\_\_

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



**Town of Boston Emergency Squad**  
**2024 Ambulance Purchase**  
**Tag-On Contract Change Orders (2022 Wayne County awarded bid)**

**\$219,470.00 Wayne County ALS Services bid awarded 12/7/22**

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\$22,500.00	Add Life Line Superliner conversion price increases since September 2022
\$2,000.00	Add upgrade from 167" module to 171" module
\$3,615.00	Add projected difference between 2024 and 2025 model year Ford E-450 chassis
\$25.00	Add upgrade from dark to bronze tint on side entry door window
\$50.00	Add upgrade from dark to bronze tint on rear entry door windows
(\$50.00)	Delete horizontal divider in compartment P-4
\$50.00	Add fixed shelf in compartment D-1
\$200.00	Add 4th adjustable shelf in exterior compartment
\$400.00	Add slide out tray in compartment P-1
\$100.00	Add vertical divider in compartment P-4
\$200.00	Add (2) adjustable long board slots in compartment P-4
\$300.00	Add 3rd inside access to exterior compartment
(\$25.00)	Delete 1" equipment strap
\$150.00	Add (2) 1.5" seat-belt style equipment straps
(\$300.00)	Delete (2) compartment notches
(\$100.00)	Delete fuel fill splash guard
(\$36.00)	Delete (3) stainless steel switch guards
(\$150.00)	Delete (3) 12v outlets
(\$60.00)	Delete 125v outlet
\$240.00	Add (2) 125v 4-flex outlets
\$160.00	Add exterior grade 125v outlet
(\$50.00)	Delete 12v prewire
\$137.00	Add price increase for backup camera
(\$85.00)	Delete LED light in telemetry area
\$300.00	Add (2) additional LED strip cabinet lights
\$50.00	Add interior brake light indicators
\$50.00	Add interior turn signal light indicators
\$700.00	Add flashing lights to (7) interior door liners
\$536.00	Add difference between Whelen and Soundoff Signal DOT and illumination lighting packages
\$75.00	Add antenna base and coax prewire
\$150.00	Add 20amp radio prewire without studs
(\$225.00)	Delete over 20amp radio prewire without studs
\$350.00	Add (2) 20amp radio prewires with studs
\$141.00	Add difference between Whelen and Soundoff Signal siren
\$7,970.00	Add difference between Whelen and Soundoff Signal warning light packages
\$208.00	Add traffic advisor controller
(\$75.00)	Delete hinged door upgrade on LRB cabinet
(\$100.00)	Delete telemetry area cabinet
(\$75.00)	Delete lower telemetry area sliding pocket door
(\$150.00)	Delete action area tip-out trash cabinet
(\$75.00)	Delete hinged lid on CPR seat
\$176.00	Add difference between EVS model 18723 and EVS model 1880S seat
\$25.00	Add difference between A-bar and cabinet at head of squad bench
\$350.00	Add recessed open storage area at head of squad bench
\$350.00	Add difference between one section and two section bandage cabinet with speed load doors
\$260.00	Add (2) glovebox holders over rear doors

(**\$225.00**) Delete recessed glovebox cabinet in left rear wall  
(**\$75.00**) Delete custom length grab bar in ceiling  
\$100.00 Add formed assist rail on rear wall  
(**\$325.00**) Delete laptop computer drawer  
\$930.00 Add locking cabinet drawers with separate keys  
(**\$70.00**) Delete difference between BRG and Acu-Rite digital clock  
(**\$15.00**) Delete (3) locking cabinets  
\$80.00 Add double locking cabinet configuration  
\$350.00 Add slide out sharps and waste drawer  
(**\$100.00**) Delete (standard option) high gloss wall laminate  
(**\$300.00**) Delete accent stripe in wall laminate  
(**\$150.00**) Delete drug cabinet over squad bench  
\$450.00 Add (3) custom hinged cabinets on wall at rear of squad bench  
\$1,250.00 Add NCE Snap15 Lifepak 15 bracket  
\$500.00 Add custom WilsonArt wall laminate  
\$150.00 Add difference between ProAir and Hoseline HVAC system  
\$242.00 Add price increase for D-tank brackets  
(**\$25.00**) Delete star-of-life on module roof  
\$6,000.00 Add \$6,000.00 graphics allowance to match current fleet  
\$3,000.00 Add removal of multiple-unit order discount  
\$1,114.00 Add increase in shipping and pre-delivery costs  
\$300.00 Add cost to remove Stryker Power Load system from existing ambulance  
\$300.00 Add difference in interest costs

**\$273,213.00 Contract price for the Town of Boston Emergency Squad 11/23/23**

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Elma, NY 14059-9669  
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## **APPARATUS PROPOSAL**

DATE: November 23, 2023

FOR: Town of Boston Emergency Squad

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

Bidder hereby proposes to manufacture and furnish to Purchaser, subject to Purchaser's acceptance of the Bidder's proposal and the proper execution of the appropriate contract, the following apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via contract or customer purchase order.

**Quantity:** (1) Life Line Superliner 167 – 2025 Ford E-450 Gas – Work Order #10055-E

**For the sum of:** Two Hundred Seventy Three Thousand Two Hundred Thirteen US Dollars  
(Plus applicable taxes if any) *\*Includes Ford fleet rebate*

**TOTAL: \$273,213.00**

Delivery is to be made subject to all clauses of the attached contract, within approximately 550 calendar days from **receipt of signed contract and chassis**. Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within 30 days.

Respectfully submitted by,

*William J. Gorman*

William J. Gorman  
Sales Manager

Offering the most complete fire truck and ambulance sales and service in New York State!  
A Division of Gorman Enterprises

## PROPOSAL EXPLANATION

### • PROPOSAL INCLUDES:

- Everything in work order #10055-E
- NYS inspection
- Pre-delivery inspection
- Graphics to match BES #815
- Swap of existing Stryker Power Load system
- Detail
- Delivery to Boston Emergency Squad

### • PROPOSAL NOTES:

- The proposal price includes Life Line's December price increase of \$1,500.00. If an order is submitted before December, \$1,500.00 will be deducted from the price.
  - Life Line will have \$1,500.00 monthly price increases for the foreseeable future.
- The proposal is for a 2025 model year Ford E-450 chassis. We have a 2024 model year Ford E-450 chassis available at Life Line. If an order is received before December 15, 2023 and you wish to purchase the 2024 model year chassis, \$3,615.00 will be deducted from the price.
- It's difficult to project accurate build times due to chassis supply issues among other supply chain and labor shortages, but the stated 550-day build time from the receipt of contract and chassis is our best estimate based on what we're seeing with current builds.

### • WHY LIFE LINE EMERGENCY VEHICLES?

- a. **Industry BEST construction and safety.** Everyone claims it, we can prove it by showing you proprietary materials and construction methods, and more importantly displaying how Life Lines have held up in real world high-impact collisions.
- b. **Industry BEST ride quality and comfort.** Life Line ambulances are unanimously regarded as the quietest and smoothest riding ambulances, period.
- c. **Industry BEST warranties.** They're written in ink, there's no argument here. Your investment is protected.
- d. **Industry BEST durability.** Your job is to save lives, our job is to deliver an ambulance that is up to the task and stays in service. Life Line ambulances are proven to have the lowest warranty rates in the industry, lowering costs and frustration.



**QUOTATION**

**Gorman Enterprises**

Boston Emergency Squad  
 Chris Zemrac  
 8500 Boston State Road  
 PO Box 92  
 Boston, NY 14025  
 716-941-5313  
 mediczemie@aol.com

Gorman Emergency Vehicles  
 Bill Gorman  
 691 Bullis Road  
 Elma, NY 14059  
 716-675-3859 x 213  
 716-675-1861  
 bjgorman@gormanent.com

Quote No: 10055-E  
 11/23/2023

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		== SUPERLINER TYPE III - 1.000 10/03/22 ==	1	LLE	0.00	0.00
		MASTER PARTS REVISION DATE (Start 11-01-23 to 01-04-24)	1	LLE	0.00	0.00
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	LLE	0.00	0.00
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer:  Draft Work Order Process Date:  1st Dealer Draft Date:  Final Dealer Draft Date:  Sign-Off Date:  Parts/Drafting/Paint:  Shop Release Date:  SFD:	1	LLE	0.00	0.00
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number:T.B.A.	1	LLE	0.00	0.00



PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
00-00-0805	<	Customer End User Contact Person & E-mail (Required For Factory Use) Specify Name and E-mail:	1	LLE	0.00	0.00
00-00-1950	<	<b>Sales Rep: Bill Gorman Jr. 1-716-675-3859 ex213</b> Gorman Emergency Vehicles	1	LLE	0.00	0.00
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	LLE	0.00	0.00
00-00-FN00	< >	<b>Specify FORD Fleet Number If Available (FORD Chassis Only)</b> <b>Specify FIN Number: QT877 - Boston Emergency Services, 8500 Boston State Road, Boston, NY 14025</b>	1	LLE	0.00	0.00
00-00-PU00		Specify Previous Unit Number: (FACTORY USE ONLY)	1	LLE	0.00	0.00
		<b>***BODY STYLE***</b>	1	LLE	0.00	0.00
00-01-3100	S < >	<b>171" x 96" SUPERLINER TYPE III BODY (WIDE AISLE)</b> Includes wide aisle width.	1	LLE	0.00	0.00
		<b>***CHASSIS***</b>	1	LLE	0.00	0.00
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1	LLE	0.00	0.00
10-00-1501	S <	<b>2025 Ford E-450 SD Cutaway Van (Gas V8 Engine)</b> Includes the standard Ford O.E.M. 3-Year/36,000 Mile warranty.  Includes rubber floor as standard.  Final Price T.B.D.	1	LLE	46313.00	46313.00
10-01-3400	<	<b>**FACTORY USE ONLY**</b> Spare key and owner's manual to be shipped loose with the completed vehicle.	1	LLE	0.00	0.00
10-01-7500	< >	Real Wheels Stainless Steel Wheel Covers Includes Air Max valve extenders.	1	LLE	0.00	0.00
10-01-9500	>	<b>Ship The Spare Tire Loose</b>	1	LLE	0.00	0.00
10-02-1100	< >	<b>E-Series O.E.M. Door Mirrors</b> Dual powered trailer tow mirrors.	1	LLE	0.00	0.00
10-02-3500		O.E.M. Radio W/Cab Speakers	1	LLE	0.00	0.00
10-02-5000		Low Voltage Throttle Manager	1	LLE	0.00	0.00
10-02-5700	<	Hand Held Cab Spot Light This option includes a 12v outlet for the light.  Please specify location for the outlet: Spot light to ship loose unless otherwise specified.	1	LLE	0.00	0.00
10-03-0000	< >	<b>Large Custom Floor Console</b> <b>Copy #3957</b> Move everything as high as possible to make room for radios.  <b>NOTE TO DEALER: Have the hours/volt display</b>	1	LLE	600.00	600.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		and controls up on the same level is not possible on account of the Gen3 system.				
10-03-8500	<	Dual Matched Batteries In Slide Out Compartment Standard group 65 batteries.	1	LLE	0.00	0.00
10-04-3500		Owner's Manual (1 Included With Unit)	1	LLE	0.00	0.00
		<b>***MODULAR BODY TYPE III***</b>	1	LLE	0.00	0.00
15-01-5000	>	Standard 72" Finished Headroom	1	LLE	0.00	0.00
<b>15-01-6500</b>	< >	<b>Bulkhead Wall Recessed Additional 3"</b> Includes a total of 6" recess ILOS.	1	LLE	0.00	0.00
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1	LLE	0.00	0.00
<b>15-02-1600</b>	<	<b>1 Piece Stainless Steel Wheel Well Trim Rings (Small)</b> 18.75" radius for Ford E-Series, F-Series, RAM, Chevy G-Series, CK and TerraStar	1	LLE	0.00	0.00
15-02-2500		Standard Cast Fuel Fill Housing	1	LLE	0.00	0.00
<b>15-CS-9901</b>	< >	<b>E And G Series Body Lowered Front Body Skirts</b> Includes dual side entry door step well.	1	LLE	1000.00	1000.00
		<b>***MODULE DOORS AND WINDOWS***</b>	1	LLE	0.00	0.00
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1	LLE	0.00	0.00
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate	1	LLE	0.00	0.00
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1	LLE	0.00	0.00
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	LLE	0.00	0.00
<b>20-01-2900</b>	< >	<b>Sliding Side Entry Door Window (Solar Cool Bronze Tint)</b> Sliding Window With Screen And Bronze Tint.	1	LLE	150.00	150.00
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1	LLE	0.00	0.00
<b>20-01-5400</b>	< >	<b>Fixed Rear Entry Door Windows (Solar Cool Bronze Tint)</b> With Bronze Tint Option.	1	LLE	150.00	150.00
<b>20-01-9000</b>	<	<b>Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea)</b> Specify Deletion Location: Delete rear doors only. Place on wall of ambulance aft side entry door.	2	LLE	-25.00	-50.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1	LLE	0.00	0.00
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	LLE	0.00	0.00
20-02-1600	<	Secondary Door Release Latches On All Entry Doors Label LH Arrow Label RH Arrow	1	LLE	0.00	0.00
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1	LLE	0.00	0.00
20-02-3500		Cage Nuts On All Door Panels	1	LLE	0.00	0.00
20-02-4000		Polished Diamond Plate Lower Module Entry Door Trim Panels	1	LLE	0.00	0.00
20-02-6000	< >	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges TYPE 1'S WILL HAVE DUAL SIDE ENTRY STEP STANDARD E & G Series with 3" Lower Skirt Specified will have Dual Side Entry Step	1	LLE	0.00	0.00
		<b>***EXTERIOR COMPARTMENTS***</b>	<b>1</b>	<b>LLE</b>	<b>0.00</b>	<b>0.00</b>
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE	0.00	0.00
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom.  One Reflector Mounted On Each Standard Height Compartment Door.	1	LLE	0.00	0.00
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted.  Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	LLE	0.00	0.00
25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1	LLE	0.00	0.00
25-01-0000		Magnetic Compartment Door Switches	1	LLE	0.00	0.00
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	LLE	0.00	0.00
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.  The Standard Light Lengths Used Are: 18"	1	LLE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		31.5"				
		54"				
		72"				
25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1	LLE	0.00	0.00
<b>25-04-3000</b>	< >	<b>Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: P-4</b>	1	LLE	-300.00	-300.00
<b>25-04-5100</b>	< >	<b>Move Superliner IS/OS And Side Entry Door Forward P-1</b>	1	LLE	0.00	0.00
25-04-5500	<	1 Fixed And 2 Adjustable IS/OS Compartment PVC Shelves (1) Adjustable In The Upper Section. (1) Adjustable In The Lower Section.	1	LLE	0.00	0.00
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1	LLE	0.00	0.00
<b>25-04-8000</b>	<	<b>Superliner Curbside Front Battery Compartment P-2</b>	1	LLE	0.00	0.00
<b>25-05-3000</b>	S < >	<b>Superliner Curbside Rear Backboard Compartment P-4 Includes Fixed Vertical Divider. Install The Vertical Divider In The Center.</b>	1	LLE	250.00	250.00
		There will be a notch in the upper right corner of this compartment for interior cabinets.				
<b>25-05-4000</b>	<	<b>Superliner Streetside Front Backboard Compartment D-1</b>	1	LLE	150.00	150.00
		Includes Fixed Vertical Divider And Horizontal Shelf. Install The Vertical Divider In The Center. Install The Horizontal Divider On The Right Side.				
<b>25-05-5000</b>	< >	<b>Superliner Streetside Double Door Intermediate Compartment D-2</b>	1	LLE	0.00	0.00
<b>25-06-3500</b>	<	<b>3/4 Height Double Door Streetside Rear Compartment D-3</b>	1	LLE	0.00	0.00
<b>25-11-8000</b>	< >	<b>Diamond Plate Adjustable Shelf W/ Ribbed Rubber Matting (Ea) Diamond Plate With Standard 2" Lips. Specify Compartment:</b>	4	LLE	200.00	800.00
		One (1) in D2 Three (3) in D3				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
25-11-9010	S <	<b>Smooth Aluminum Slide Out Tray W/Ribbed Rubber Matting &amp; Gas Shock MODIFIED</b> Smooth aluminum with 1" Lips and ribbed rubber mat. Specify Compartment: On the floor of P-1, shall have low profile handle and shall slide out to exterior of the ambulance.	1	LLE	400.00	400.00
25-12-1000	X <	<b>Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea)</b> Specify Compartment: P4, 6" to the right of the left edge of the notch and the other vertical divider (leaving 11" of width remaining for the stair chair).	1		100.00	100.00
25-12-1200	<	<b>S.V.I. Adjustable Long Board Slots (Ea)</b> Includes 2" Seat Belt Style Strap Across The Front Of The Dividers. Includes 2 Vortex Covered Back Wall Cushions. Specify Location: P-4, left of divider. The strap shall be at mid-height between the outer edge of wall #1 and the outer edge of the center divider.	2	LLE	100.00	200.00
25-12-6000	<	<b>Sweep Out Level Compartment Floor (Ea)</b> Specify Compartment: D-1, D-2, D-3, P-4	4	LLE	50.00	200.00
25-12-6500	<	<Drop Down For Compartment Drain Hole Option>	1	LLE	0.00	0.00
25-12-8000	<	<b>Add IS/OS Access To Exterior Compartment (Ea)</b> Specify Compartment: D-2, full-width access to the upper half of the compartment below the action area countertop via sliding poly doors D-3, via aisle facing sliding poly doors. D-3: To have interior right hinged framed poly door that faces toward the CPR seat. To be the same height as the aisle side IS/OS access to D-3.	3	LLE	300.00	900.00
25-12-9000	<	<b>Black Dri-Dek On Compartment Floor (Each)</b> Specify Compartment: D-1, D-2, D-3, P-4	4	LLE	60.00	240.00
25-13-5600	<	<b>1.5" Seat Belt Style Compartment Equipment Strap (Ea)</b> Specify Compartment Location:  D-1 at mid-height, between the outer edge of wall #1 and the outer edge of the center divider. P-4 at 30"H between the outer edge of the center divider and the outer edge of wall #3	2	LLE	75.00	150.00
25-DL-0100	<	Custom Exterior Compartment Option Specify Custom Option:	1	LLE	0.00	0.00
		<b>***REAR STEP AND BUMPER ASSEMBLY**</b>	1	LLE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
30-01-1600	< >	<b>STD Rear Bumper W/Rubber Dock-Tow Hook Options (LOW)</b> Standard Rear Bumper With Rubber Dock Bumper And Tow Hook Options. Includes Standard Reinforced Corner Angle Supports. Center Section And End Caps To Be At The Same Height Tow Hooks Are Mounted Under The Bumper.  Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	LLE	90.00	90.00
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	LLE	0.00	0.00
		<b>***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</b>	1	LLE	0.00	0.00
35-01-0000	<	One Piece Body Side Panels With Aluminum Lower Impact Rails Includes Lower Impact Rails Only.	1	LLE	0.00	0.00
35-01-3000	< >	<b>Diamond Plate Running Boards With Grip Strut</b> Grip strut welded into running board.	1	LLE	150.00	150.00
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1	LLE	0.00	0.00
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1	LLE	0.00	0.00
35-02-0000	< >	Drip Rail Over Doors Specify ship loose, install or delete.  No credit available if deleted.	1	LLE	0.00	0.00
35-02-1000	<	24" High Front Stone Guards With Sealed Top Edge.	1	LLE	0.00	0.00
35-02-4500	<	<b>Rear Corner Stone Guards (Kick Plate Height)</b> With Sealed Top Edge.	1	LLE	50.00	50.00
		<b>***ELECTRICAL SYSTEM***</b>	1	LLE	0.00	0.00
40-00-0560	< >	<b>Elite G3 Touch Pad Electrical System ILOS</b> Includes: (1) Front Switch Panel, (1) Rear Switch Panel.  (2) Carling Switches with SS guards (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet.  (1) Electric Oxygen with Regulator Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.  (1) Front Display Screen for Volts & Hour Meter  (1) Rear Display Screen For O2, Temp & Fan	1	LLE	-1000.00	-1000.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Speed.				
		(3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location:				
		Dome Lights On Low With Entry Door. (On High Is Not An Option)				
		The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights. Specify:				
		Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel.				
40-01-0320	< >	<b>Add Second Rear Touch Pad (Elite System)</b> Specify Mounting Location: Rear-facing on the glove box cabinet at the head of the squad bench	1	LLE	788.00	788.00
		Includes: (1) Rear Display Screen For 02, Temp & Fan Speed				
40-01-0420	< >	<b>Momentary Carling Switch (ea)</b> Specify Location(s): Left rear entry door Specify Functions: Load light disable	1	LLE	195.00	195.00
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	LLE	0.00	0.00
40-01-5000	< >	<b>Super Auto Eject Shoreline - 20 Amp</b> Specify Location: Above D2 Specify Inlet Cover Color: White (Red/White/Yellow/Gray) SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps. This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.	1	LLE	284.00	284.00
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	LLE	0.00	0.00
40-01-7500	<	<b>Shoreline On Indicator Light (Exterior)</b> Mounted Above Or Near The Shoreline Inlet. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light	1	LLE	75.00	75.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
40-02-3500	< >	Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: lower right corner of action area cabinet Specify Remote Inverter Display Location: lower right corner of action area cabinet  Installing Displays on any part of the exterior of the unit, Voids all Warranty issues from Vanner & Life Line.	1	LLE	1385.00	1385.00
40-03-0000	<	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1	LLE	0.00	0.00
40-03-2000	<	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1	LLE	0.00	0.00
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	LLE	0.00	0.00
40-03-7500		Delete R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet	1	LLE	-60.00	-60.00
40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Location: One (1) on wall above squad bench workstation, closer to front of the vehicle One (1) in lower right corner of action area cabinet	2	LLE	60.00	120.00
40-03-8611	<	Add Dual 2.4 amp USB Charger And 20 amp 12v Outlet Specify Location: One (1) in the upper RFS wall #1	1	LLE	110.00	110.00
40-03-9500	<	Add 125 Volt 4-Plex (Ea) Specify Location: (1) in upper RFS wall #1, and (1) in lower RFS wall #1	2	LLE	120.00	240.00
40-04-0500	<	Add 125 Volt Exterior Outlet (Ea) Specify Location: (1) in D-2 on wall #3 above shelf near inside outside access, (1) in D-3 on wall #1 near the bottom of the IS/OS access	2	LLE	80.00	160.00
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1	LLE	0.00	0.00
40-04-4500	< >	Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D-1, D-2, D-3, P-1, P-4 Doors that are less than 14" wide and/or less than 12" high will NOT have a power door lock	5	LLE	130.00	650.00



PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		due to space required for linkage hardware. These are doors that have a Pass Thru width of 9" with hold open and height of 10" (side hinge door).				
40-04-5500	< >	<b>Hidden Switch In Grille For Power Door Locks (Unlock Only)</b> Unlocks Cab & Module For Dodge, G-Series & Freightliner Unlocks Modules Only For E & F Series Unlocks Cab & Module For International When Cab is Running Only	1	LLE	0.00	0.00
40-04-7000	<	<b>Interior Body Switch For Power Door Locks (Ea)</b> Specify Location: One (1) on the side entry door One (1) on the right rear entry door  Unlocks Cab & Module For Dodge, G-Series & Freightliner Unlocks Modules Only For E & F Series Unlocks Cab & Module For International When Cab is Running Only	2	LLE	195.00	390.00
40-DL-0100	S <	<b>Voyager Backup Camara</b> Specify Custom Option: Voyager back up camera with rear view mirror style monitor.  VOM74MM - Monitor. CEC50 - Cable. LL#E26033. VCMS140i - Camera.  Camera to be centered BELOW the rear center 3x7 warning light.	1	LLE	725.00	725.00
		<b>***INTERIOR LIGHTING***</b>	1	LLE	0.00	0.00
45-01-0000		Oxygen Compartment Light	1	LLE	0.00	0.00
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1	LLE	0.00	0.00
45-01-1500	S <	<b>DELETE STD DOME LIGHTS - SEE 45-DL-0100</b> 4-StreetSide 4-Curbside TecNiq# E08-LW00-1	1	LLE	0.00	0.00
45-01-3000	<	TecNiq LED Action Area Light E32-L00S-1 14" Light	1	LLE	0.00	0.00
45-01-7530	< >	<b>4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS</b> Model # E30-LOS0-1 This Light Includes A Switch On The Light.	1	LLE	350.00	350.00
45-01-8600	<	<b>TecNiq Model E41 LED Strip Light For Interior Cabinet Each</b> Left wall:	10	LLE	150.00	1500.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Left Rear Overhead - (2) 18" Cabinet above CPR Seat - (1) 27" Left Front Overhead - (2) 18" Action Area Cabinet - (2) 9" Right wall: Bandage Cabinet 1 - (1) 18" Bandage Cabinet 2 - (1) 18" Upper and middle cabinets at rear of squad bench - (2) 9" each Front Wall: Upper RFS - Wall #1, Wall #2 corner IATS Lower RFS - Wall #1, Wall #2 corner IATS				
		Wire left and right wall, P-1, D-2, and D-3 IS/OS to cabinet light switch as well.				
45-02-3000	<	<b>Brake Light Mounted On The Rear Head Cushion (Ea)</b> Mount on either side of the clock in The Rear Head Cushion. ("OS" Series Red LED).	2	LLE	25.00	50.00
45-02-4000	<	<b>Rear Turn Lights Mounted On The Rear Head Cushion (Pr)</b> Mounted On Each Side Of clock in The Rear Head Cushion. ("OS" Series Amber LED).	1	LLE	50.00	50.00
45-DL-0100	S <	<b>8 Ceiling Lights Tecniq 8" COOL WHITE LED Frosted Dome w/ White Trim E08 WW10-1 Interior Lighting</b> The patient compartment shall be illuminated by eight Tecniq model E08 WW10-1 COOL WHITE with white trim, 18 individual light sources, output of 1500 Lumen LED dome lights, recessed into the patient compartment headliner and mounted to a .125 aluminum plate.  The left and right banks of lights shall each have their own "high" and "low" switch positions. The right bank "low" setting shall also be activated by doorjamb switches at the side and rear doors. A 5-minute timer shall activate one bank of lights on "low"when the battery switch is off.	1	LLE	0.00	0.00
		***EXTERIOR LIGHTING***	1	LLE	0.00	0.00
50-01-5600		<b>Delete Whelen 600 Series "LED" Stop/Tail Lights</b>	1	LLE	-387.00	-387.00
50-02-1600		<b>Delete Whelen 600 Series "LED" Populated Amber Turn Lights</b>	1	LLE	-297.00	-297.00
50-02-9000	>	C.P.I. License Plate Housing	1	LLE	0.00	0.00
50-02-9530	<	<b>Delete Whelen 600 Series Back-Up Lights (Pr)</b> Mounted Above The Rear Turn Lights Unless Otherwise Specified.	1	LLE	-235.00	-235.00
50-03-5000		<b>Delete The 2 Standard Rear Load Lights (Credit)</b>	1	LLE	-342.00	-342.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
50-03-8500		Delete The 4 Standard Side Scene Lights (Credit)	1	LLE	-684.00	-684.00
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	LLE	0.00	0.00
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	LLE	0.00	0.00
50-04-5000	<	Wire Rear Emergency Light To Brake Circuit IATS Specify Light Location: Rear red window level warning lights.  The brake light override feature shall function during all modes of lighting operation. The lights shall steady burn when the brake pedal switch is activated even when the emergency lighting is turned off. When the warning lights are in primary or secondary mode, then the rear lights specified above shall steady burn for the duration of the foot pedal depression and resume flashing when the foot brake is released.	1	LLE	50.00	50.00
50-04-5700	< >	Recessed Truck-Lite 60 "LED" Door Light (Red or Amber)(Ea) Specify Location And Color:  E23019 60052R "60" LED Trucklite Red with Chrome Trim  (1) Side entry door in the upper/outer corner. (2) Each rear entry door in lower/outer corners. (5) On compartment doors D-1, D-2, D-3, P-1, P-4 in upper/outer corners.	8	LLE	100.00	800.00
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights (2) COM1MC-A=Amber (6) COM1MC-R=Red	1	LLE	0.00	0.00
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	LLE	0.00	0.00
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1	LLE	0.00	0.00
50-DL-0100	S <	SoundOff Signal 6x4 Turn Signal Lights Specify Custom Option: SoundOff Signal 6x4 turn w/ clear lens - EPSSB0JX8-A Sequential flash, mounted on the rear body above kickpanel between brake and backups. Shall have chrome flange.	2	LLE	213.00	426.00
50-DL-0200	S <	SoundOff Signal 6x4 Stop/Tail Lights Specify Custom Option: SoundOff Signal 6x4 brake light w/ clear lens -	2	LLE	213.00	426.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		EPSSB0JX6-R Studder flash, mounted on the rear body above kick panel and above turn signals. Shall have chrome flanges.				
50-DL-0300	S <	SoundOff Signal 6x4 Back-Up Lights Specify Custom Option: SoundOff Signal 6x4 backup light w/ clear lens - EPSSB0JX5-W. Mounted on rear of body above kick panel and below turn signals. Shall have chrome flanges.	2	LLE	213.00	426.00
50-DL-0400	S <	SoundOff Signal 7x3 Scene Lights Specify Custom Option: SoundOff Signal 7x3 scene light - EPSSC0YG2-W Two at the top of the rear of the body in the lower section of dual 3x7 bezels, in positions #3 and #5 from left to right. To be on in reverse.  Dual chrome bezels to be listed in #60 emergency lighting section.	2	LLE	348.00	696.00
50-DL-0450	X <	SoundOff Signal 6x4 Flange Specify Custom Option: SoundOff Signal 6x4 single chrome bezel - PPS7BZL01C On six (6) specified 6x4 lights.	6		50.00	300.00
50-DL-0500	S <	SoundOff Signal 9x7 Scene Light Specify Custom Option: STREETSIDE AND CURBSIDE (4 total): SoundOff Signal 9x7 scene lights - Standard front and rear positions just inboard of 9x7 warning lights.	4	LLE	565.00	2260.00
50-DL-0500	X <	SoundOff Signal 9x7 Flange Specify Custom Option: SoundOff Signal 9x7 chrome bezels - PPS9BZL01C On (4) side scene lights.	4		60.00	240.00
	<	<b>***RADIO PROVISIONS AND AIR HORNS***</b> Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	1	LLE	0.00	0.00
55-01-8500	<	KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To The Auxiliary Electrical Cabinet. (Unless Otherwise Specified). Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases	1	LLE	0.00	0.00
55-02-1500	< >	KE-794 Module Roof Antenna Base/Coax (Ea) Specify Termination Location:	2	LLE	75.00	150.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		(1) Mid-Module to behind the driver seat base. (1) Mid Rear-Module to action area behind control panel.				
		Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases				
55-02-5500	X < >	Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Location: Behind control panel in action area.	1		150.00	150.00
		Coil, Zip Tie & Tag				
		14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.				
55-02-5600	< >	Radio Pre-Wire Power Studs 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Termination Studs. Specify Termination Location: (1) Under cap center console, and (1) in auxiliary electrical cabinet. Coil, Zip Tie & Tag	2	LLE	175.00	350.00
		14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.				
55-DL-0100	S <	1.5" Radio Conduit Specify Custom Option: 1.5" radio cable conduit with pull-wire. Pull-wire shall be able to be pulled through conduit. Install (1) from behind driver's seat to auxiliary electrical cabinet, and (1) from auxiliary electrical cabinet to behind control panel in action area.	2	LLE	150.00	300.00
		***SIRENS AND EMERGENCY LIGHTING***	1	LLE	0.00	0.00
60-01-3700		Delete Standard Whelen295HFS2 Siren System (Credit)	1	LLE	-458.00	-458.00
60-01-7600		<Drop Down For Howler Option>	1	LLE	0.00	0.00
60-02-1600		Delete The 4 Standard Side Warning Lights (Credit)	1	LLE	-728.00	-728.00
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1	LLE	-364.00	-364.00
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1	LLE	-182.00	-182.00
60-03-2500		Delete The 2 Standard Rear Warning Lights (Credit)	1	LLE	-364.00	-364.00
60-04-4500		Delete The Standard Rear Center Warning Light (Credit)	1	LLE	-182.00	-182.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
60-05-0200		Delete The 2 Standard 500 Grille Lights (Credit)	1	LLE	-176.00	-176.00
60-05-6600		Delete The 2 Standard 700 Intersection Lights (Credit)	1	LLE	-186.00	-186.00
60-11-4400	<	Whelen ULF44 LED Flasher 4-Outlet 60 Watts (Ea) Wire to white section of intersection and wheel well lights to burn solid in conjunction with respective turn signal light.	1	LLE	110.00	110.00
60-DL-0100	S <	SoundOff Signal 9x7 P Lights Specify Custom Option:  (3) SoundOff Signal 9x7 clear w/ clear lens - EPSSE0TF0-W (12) SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R All lights shall have chrome flanges listed in separate DL.  FRONT BODY: 7 Across the "top" in a W pattern light unit #5294  Positions #1 & #7 SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R Primary/Secondary Comet Flash opposite of the #4 center clear light.  Positions #2 & #6 SoundOff Signal 9x7 clear w/ clear lens - EPSSE0TF0-W Primary Only Action Flash synced with each other To burn steady with "FRONT LIGHTS" switch in touch pad  Positions #3 & #5 SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R Primary/Secondary Random flash synced with each other  Position #4 SoundOff Signal 9x7 clear w/ clear lens - EPSSE0TF0-W Primary Only Comet Flash opposite of positions #1 & #7 To burn steady with "FRONT LIGHTS" switch in touch pad  STREETSIDE AND CURBSIDE (4 total): Standard front and rear positions SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R Primary/Secondary Comet Flash opposite of 7x3 wheel well light  REAR BODY (4 total): Upper Corners SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R	15	LLE	438.00	6570.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Primary/Secondary Comet Flash opposite of the center amber light and window level  Window Level SoundOff Signal 9x7 red w/ clear lens - EPSSE0TF0-R Primary/Secondary Comet Flash in sync with upper center amber light and opposite of upper corner 9x7 red lights				
60-DL-0200	S <	SoundOff Signal 7x3 P Lights Specify Custom Option:	7	LLE	258.00	1806.00
		(5) SoundOff Signal 7x3 amber w/ clear lens - EPSSC0JY4-A (2) SoundOff Signal 7x3 blue w/ clear lens - EPSSC0JY4-B  REAR WALL ABOVE DOORS IN UPPER ROW SoundOff Signal 7x3 amber w/ clear lens - EPSSC0JY4-A. In positions #2,3,4,5,6 wired to traffic advisor in 60-DL-0900. The center position #4 shall also be be wired to Primary switch and shall Comet flash opposite of the upper corner 9x7 lights. The traffic advisor shall override warning light function.  REAR WALL ABOVE DOORS IN LOWER ROW SoundOff Signal 7x3 blue w/ clear lens - EPSSC0JY4-B In positions #2 and #6. Primary only Comet flash synced with each other.				
60-DL-0300	S <	SoundOff Signal 7x3 P Lights Dual Color Specify Custom Option:	4	LLE	330.00	1320.00
		(4) SoundOff Signal 7x3 red/clear dual color w/ clear lens - EPSSC0TFL-D  CAB FENDERS and REAR WHEEL WELLS SoundOff Signal 7x3 red/clear dual color w/ clear lens - EPSSC0TFL-D Red/clear comet flash opposite of each other in Primary only. Clear to burn steady in unison with corresponding turn signal switch.				
60-DL-0400	S <	SoundOff Signal mPower 4" Specify Custom Option:	4	LLE	245.00	980.00
		UPPER AND LOWER GRILLE BARS SoundOff Signal 4" red/clear dual color with clear lens - WEMPS2SMS4D				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Primary Only Red and Clear colors to Comet flash opposite of each other, all 4 lights to be synced. The Clear sections of all four lights shall burn steady with "FRONT LIGHTS" switch in touch pad.  Shall have chrome flange per 60-DL-0800.				
60-DL-0500	S <	SoundOff Signal 9x7 Flange Specify Custom Option: SoundOff Signal 9x7 chrome bezel - PPS9BZL01C x 15	15	LLE	60.00	900.00
60-DL-0600	S <	SoundOff Signal 7x3 Flange Specify Custom Option:  Chrome 7x3 flanges on intersection and upper center rear lights	5	LLE	50.00	250.00
60-DL-0700	S <	SoundOff Signal 7x3 Dual Non Angle Flange Specify Custom Option: SoundOff Signal chrome 7x3 dual light flanges - Five on upper rear wall in the #2,3,4,5,6 positions	4	LLE	129.00	516.00
60-DL-0800	S <	SoundOff Signal mPower 4" Fange Specify Custom Option: SoundOff Signal 4" chrome flange - PMPSABZ01C For four grille lights	4	LLE	25.00	100.00
60-DL-0900	S <	SoundOff Signal Directional Arrow Switch Specify Custom Option:  SoundOff Signal Directional Arrow Switch - ETSWDAS01 To be recess mounted in the center console right of the siren, and wired to the five 7x3 amber warning lights on the rear of the body.	1	LLE	208.00	208.00
60-DL-1000	S <	Special Wiring for Dual Function Lights Specify Custom Option:  (1) center rear warning lights to dual function as traffic advisor (4) intersection lights to dual function/burn steady as turn signal side scene lights (4) grille lights to dual function/burn steady as front scene lights (3) front wall 9x7 clear lights to dual function/burn steady as front scene lights	12	LLE	25.00	300.00
60-DL-1000	X <	SoundOff Signal FR100 Siren Specify Custom Option: SoundOff Signal ETSAFR100 siren. To be countersunk into center console left of traffic advisor.	1		599.00	599.00



PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		<b>***PATIENT COMPARTMENT***</b>	<b>1</b>	<b>LLE</b>	<b>0.00</b>	<b>0.00</b>
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	LLE	0.00	0.00
65-00-9900	<	SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE	0.00	0.00
65-01-2000		Standard Smooth Headliner	1	LLE	0.00	0.00
65-01-3000	<	1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1	LLE	0.00	0.00
<b>65-02-2214</b>	<b>&lt; &gt;</b>	<b>"LL Standard Package" Stryker Power Load System</b> <b>***NEW STYLE PLUG***</b>	<b>1</b>	<b>LLE</b>	<b>0.00</b>	<b>0.00</b>
		This is the Stryker Power Load Option. Will Be Center Mount Unless Otherwise Specified Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Battery HOT Power. The Power And Ground Is Run To Inside The Track. Power & Performance Load Floor Plate Kit #6390-700-001 Needs To Include Track Cover #6390-001-109 Push Rail Floor Mount Only Stryker #6360-30-11				
		Includes Hardware Kit F09053 Which Is (2) Silver Knobs (2) Threaded Stryker Plates To Install In The Track If Customer Or Dealer Needs To Install Antlers. These Are To Be Installed In The Track By Life Line Installer.				
65-02-8000	<	<b>L.R.O. Cabinet With Speed Load Door</b> With Positive Lock Feature. To include [1] Adjustable PVC shelf	1	LLE	150.00	150.00
65-03-2500	<	<b>Cabinet Above The Side Seat With Sliding Polycarbonate Door</b> Copy Galway, NY #4892 design	1	LLE	100.00	100.00
65-03-9000	< >	<b>Angled L.F.O. Cabinet With Speed Load Door</b> With Positive Lock Feature.	1	LLE	250.00	250.00
65-04-1000	< >	<b>Left Rear Base Cabinet With Sliding Polycarbonate Door</b> <b>DELETE (2) Adjustable shelves</b>  IS/OS with D-3	1	LLE	0.00	0.00
65-04-6600		Delete Standard Telemetry Area Cabinet	1	LLE	-100.00	-100.00
65-04-8100	<	Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
65-04-8500	<	<b>Action Area Cabinet With Sliding Polycarbonate Door</b> 8" deep, full-height, with Elite TouchPad on rear wall, not cabinet. Copy #5171 Gorman demo. Includes (1) adjustable shelf.	1	LLE	0.00	0.00
65-05-0500	< >	<b>Lower Action Area Cabinet With Sliding Polycarbonate Door</b> Will be IS/OS access to the entire top section of compartment D-2.	1	LLE	0.00	0.00
65-05-3600	<	<b>Delete STD Action Area Tip-Out Trash Cabinet (Factory Use)</b> Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE	0.00	0.00
65-05-4000	<	<b>Side Facing CPR Seat w/Contoured ERGO Backrest &amp; 4-Point Seat Belt</b> Includes Black IMMI 4-Point Seat Belt  Copy Galway, NY #4892 (no flip up lid though)	1	LLE	0.00	0.00
65-05-8500	< >	<b>EVS 1880S VAC Child Rear Facing Seat On Pedestal/Swivel Base</b> Specify Medi-VAC Color: Match upholstery #1880S Seamless EVS Seat. Requires EVS Provided Pedestal Base For Compliance. Includes 3-Point Seat Belt. Question: Will there be an O2 Bottle Attached to the Head of the Cot? Yes Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment.	1	LLE	1193.00	1193.00
65-05-9795	<	<b>Delete Contoured ERGO Backrest/IMMI 4 Point Seatbelt (Ea)</b> One on squad bench	1	LLE	-200.00	-200.00
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	LLE	0.00	0.00
65-07-0500	< >	<b>Right Front Upper ALS Cabinet With Polycarbonate Doors</b> Hinged Polycarbonate Doors With Metal Frame.	1	LLE	25.00	25.00
65-07-3500	< >	<b>Right Front Lower ALS Cabinet With Polycarbonate Doors</b> Hinged Polycarbonate Doors With Metal Frame.	1	LLE	25.00	25.00
65-07-5500		<Drop Down For Full Height ALS Cabinet Door Options>	1	LLE	0.00	0.00
65-08-0500	<	<b>CS Squad Bench w/Contoured ERGO Backrests w/1 Piece Lid &amp; No Divider</b> Includes 3 Sets Of Black IMMI 4-Point Seat Belts. Includes 3 Cot Restraints & Retractors.	1	LLE	0.00	0.00
65-08-3600	X < >	<b>Superliner Head Of Squad Bench Work Cabinet</b> INCLUDES CORIAN COUNTER TOP WITHOUT LIP	1		300.00	300.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Will have three bench facing drawers described in 65-11-3500.				
65-08-5100	< >	<b>Recessed Open Storage Area At Head End Of Squad Bench Vortex Lined</b> Includes stainless steel cap on bottom of opening	1	LLE	350.00	350.00
65-08-8500		Squad Bench Headrest Cushion	1	LLE	0.00	0.00
65-09-2000	< >	<b>Two Section Bandage Cabinet With Speed Load Doors</b> <b>With Positive Lock Feature.</b> <b>Specify Cabinet Depth: 8"</b>	1	LLE	600.00	600.00
65-09-6010	X <	<b>Latching Single Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea)</b> Recessed Storage Box With Top Hinged Clear Latching Polycarbonate Door. Specify Location: On pad over rear entry doors, one on either side of the center mounted clock	2		130.00	260.00
65-09-6110	<	<b>Latching Triple Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea)</b> <b>Recessed Storage Box With Top Hinged Clear Latching Polycarbonate Door.</b> <b>Specify Location: Over side entry door</b>	1	LLE	390.00	390.00
65-09-8500		100" Long Formed Streetside Ceiling Grab Rail	1	LLE	0.00	0.00
65-09-9500		100" Long Formed Curbside Ceiling Grab Rail	1	LLE	0.00	0.00
65-10-0500		Formed "L" Door Assist Rails Mounted On The Hinge Side	1	LLE	0.00	0.00
65-10-2000	< >	Formed Assist Rail At The Head End Of The Squad Bench 12" Rail	1	LLE	0.00	0.00
65-10-2500	<	Formed Assist Rail On The Left Rear Wall 12" Assist Rail Is Std. Size.	1	LLE	0.00	0.00
65-10-4000	<	<b>Add Formed Assist Rail</b> <b>Specify Length: 12"</b> <b>Specify Location: right rear wall</b> <b>Lengths Available Are: 12", 16" or 24"</b>	1	LLE	100.00	100.00
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1	LLE	0.00	0.00
65-10-9000		Southco M1 Stainless Cabinet Latches	1	LLE	0.00	0.00
65-11-3500	<	<b>Locking Cabinet Drawer With Separate Key Lock (Ea)</b> <b>Specify Cabinet Location:</b>  <b>(3) at the head of the squad bench workstation, bench-facing.</b>  <b>The lower drawer shall have 7"H clear height minimum, and shall have a dealer supplied cylinder lock "A" installed.</b>  <b>The middle drawer shall have 3.5"H clear height minimum, and shall have a dealer supplied cylinder lock "A" installed.</b>	3	LLE	310.00	930.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		The upper drawer shall be whatever height is remaining if the total cabinet is ~19"H from the top of the bench cushion to the top of the countertop. Must have minimum of 18" clear height between countertop of angled control panel cabinet.				
		Includes (3) Adjustable/Removable Poly Dividers For additional dividers see drop down 65-11-3800				
65-12-2500		<i>Acu-Rite Digital Clock Recessed In Rear Head Cushion (12 Volt)</i>	1	LLE	255.00	255.00
65-12-4600	<	<i>Double Locking Cabinet Door</i> Specify Cabinet Location: Upper left corner of lower front-facing cabinet at the end of the squad bench. Shall have cylinder lock. Includes Double Door Cabinet Option.	1	LLE	80.00	80.00
65-13-1600	< >	<i>Slide Out Sharps And Waste BioWaste Drawer</i> Specify Cabinet Location: Under the head of the squad bench workstation. Note: there are recessed D-tank brackets in the step well, will everything clear?	1	LLE	350.00	350.00
65-17-0009	<	<i>Seam Sealed Cushions Vinyl: All Star Pencil Gray 49104600 (Medium Gray)</i> Matches EVS Gunmetal	1	LLE	0.00	0.00
65-17-0502		<i>EVS Seamless/Medi-Vac Vinyl Color: Gunmetal MV102 (Medium Gray)</i>	1	LLE	0.00	0.00
65-18-0001		<i>Welting Between Cabinets: Dark Gray</i>	1	LLE	0.00	0.00
65-19-0011	< >	<i>Counter Tops (Main): Platinum</i> Standard with 1" Lip	1	LLE	0.00	0.00
65-20-0005	>	<i>Counter Tops (Accent Stripe): Glacier White</i>	1	LLE	0.00	0.00
65-21-0009	< >	<i>Lonseal Floor Selection: Loncoin II Flecks #150 Onyx</i> Specify:  Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	LLE	0.00	0.00
65-CS-3000	<	<i>Total Available Seating Positions In this Unit</i> Including Cab, Module And Cot	7	LLE	0.00	0.00
65-DL-0200	S <	<i>Hinged Cabinets at Rear of Squad Bench</i> Specify Custom Option: There shall be front facing cabinets at the at the rear of the squad bench. The cabinets shall be in a notch in the P-4 compartment. They shall be as follows:  Lower cabinet: Shall have a right hinged solid door with an M1 latch and dealer supplied cylinder lock. The cabinet interior shall measure a minimum of 15"W x 17"H x 17"D. The upper left corner will have a double locking door cabinet measuring a minimum of 5"W x 6"H x 10"D for tackle box . The interior cabinet shall have a LL supplied cylinder lock with M1 latch, There shall be a minimum of 9" of width remaining right of the double locking cabinet.	3	LLE	150.00	450.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Middle Cabinet: The middle cabinet shall have a right hinged metal framed polycarbonate door with an M1 latch, and shall measure approximately 15"W x 13"H x 17"D.				
		Upper Cabinet: The upper cabinet shall have a right hinged metal framed polycarbonate door with an M1 latch, and shall measure approximately 9"W x 9"H x 17"D.				
65-DL-0300	S <	<b>NCE Snap15 Lifepak 15 Bracket</b> Specify Custom Option: An NCE Snap15 heart monitor bracket shall be mounted to the squad bench workstation. It shall be mounted so that there's clearance for the monitor to be rear facing while avoiding the wall plug.	1	LLE	1250.00	1250.00
65-DL-0400	S <	<b>WilsonArt Oiled Soapstone High Gloss Laminate 4882-01</b> Specify Custom Option: The wall laminate shall be a custom non-standard color, WilsonArt Oiled Soapstone High Gloss 4882-01.	1	LLE	500.00	500.00
		<b>***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***</b>	1	LLE	0.00	0.00
70-01-0000		Static Module Fresh Air Intake Vent	1	LLE	0.00	0.00
70-01-1000		12 Volt Powered Exhaust Fan	1	LLE	0.00	0.00
70-01-2301	< >	<b>Ducted Hoseline Center Mounted Heat/AC Location ILOS</b> Includes Center Evaporator/Heater Core Location. Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet. Evaporator Model #ACHU1158	1	LLE	1550.00	1550.00
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	LLE	0.00	0.00
70-01-6520	< >	<b>Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6)</b> INCLUDES YELLOW CERTIFOAM R-6, LAVA TWIST ACCOUSTIC MATERIAL TO ALL 4 SIDES OF SIDE ENTRY STEPWELL, THERMAL HEAT/SOUND INSULATION BLANKET TO THE UNDERSIDE OF ALUMINUM FLOOR, NON-PERMEABLE SOUND DAMPENING BLANKET IATS VAPOR BARRIER. INCLUDES YELLOW CERTIFOAM R-6 IN THE FLOOR STRUCTURE TUBES AND ANY OTHER TUBES THAT COULD POSSIBLY BE FILLED WITH PLANK FOAM.	1	LLE	750.00	750.00
70-01-6600	>	Automotive Grade Undercoating Under Module Body	1	LLE	0.00	0.00
		<b>***OXYGEN SYSTEM***</b>	1	LLE	0.00	0.00
75-01-0000		Ohio Style Action Area Oxygen Outlet	1	LLE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
75-01-2000	<	<b>Ohio Style Ceiling Mounted Oxygen Outlet</b> Mount between the glovebox cabinet over the squad bench workstation and the bandage cabinet.	1	LLE	0.00	0.00
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1	LLE	0.00	0.00
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.	1	LLE	0.00	0.00
75-01-8600		"M" Oxygen Tank Bracket In Streetside Front Compartment	1	LLE	0.00	0.00
75-02-3710	>	<b>Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket</b>	1	LLE	0.00	0.00
75-02-9500		<b>Oxygen Wrench Installed In Oxygen Compartment/Cabinet</b>	1	LLE	15.00	15.00
75-03-3010	< >	<b>ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket</b> Specify Location: Recess at the head of the squad bench.	2	LLE	405.00	810.00
		<b>***SUCTION SYSTEM***</b>	1	LLE	0.00	0.00
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1	LLE	0.00	0.00
80-01-1505	<	1 Ohio Style Recessed Suction Area Suction Outlet Includes Quick Disconnect For Outlet Hose Barb Must Fit The Suction Hose	1	LLE	0.00	0.00
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set.	1	LLE	0.00	0.00
		<b>***PAINT***</b>	1	LLE	0.00	0.00
85-00-0100	< >	Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated LL Paint Warranty.	1	LLE	0.00	0.00
85-00-0500	<	O.E.M. White Chassis Color Ship Loose Tube Of O.E.M. White Touch-Up Paint With The Unit.	1	LLE	0.00	0.00
85-01-1000	<	O.E.M. White Module Body Color Touch-Up Paint Is Included For Colored Module Body Stripes.	1	LLE	0.00	0.00
85-01-4500		<b>Delete Standard Beltline Stripe</b>	1	LLE	-550.00	-550.00
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	LLE	0.00	0.00
85-03-2500	>	<b>Delete Standard Edge Pinstripe</b>	1	LLE	0.00	0.00
		<b>***EMBLEMS AND DECALS***</b>	1	LLE	0.00	0.00
90-01-1000		<b>Delete Federal Star Of Life/Ambulance Decal Package</b>	1	LLE	-125.00	-125.00
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1	LLE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1	LLE	0.00	0.00
		<b>***END OF QUOTE/PRODUCTION ORDER***</b>	1	LLE	0.00	0.00
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$150.00 Per Hour With 1 Hour Minimum Charge.	1	LLE	0.00	0.00
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$150.00 Per Hour With 1 Hour Minimum Charge.	1	LLE	0.00	0.00
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	LLE	0.00	0.00
95-SP-0700		Change After Production Start (Published Price + 75%)	1	LLE	0.00	0.00
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	LLE	0.00	0.00
95-SP-0850	<	Life Line Indemnification Statement The purchaser agrees to defend, indemnify and hold Life Line harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by alteration or modification of, or changes or additions to the purchased products or use of product purposes it was not designed or intended for.	1	LLE	0.00	0.00
	<	<b>***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***</b> This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.  Life Line Emergency Vehicles reserves the right to request a surcharge on the price in the event of an increase in its costs resulting from any significant increases in cost of production, introduction of Government taxes on manufacturing, or any other circumstances beyond Life Line Emergency Vehicles' control and affecting the ambulance manufacturing industry in general. All adjustments shall become affective thirty (30) days following Life Line Emergency Vehicles' written notice of such surcharge. If Buyer is unwilling to accept any such surcharge, Buyer shall have the right to terminate this agreement within such thirty (30) day period.  THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE	1	LLE	0.00	0.00





**TOWN OF BOSTON – RESOLUTION NO. 2024-13**

**CLOUD PERMIT SOFTWARE-AS-A-SERVICE AGREEMENT**

**WHEREAS**, the Town of Boston Building Department has reviewed available community development software to enhance the level and efficiency of the service it provides to the Town by creating digital files for permitting, planning, land use, and code enforcement activities; and

**WHEREAS**, Code Enforcement Officer Murphy has identified Cloudpermit’s unique and proprietary Software-as-a-Service product as meeting each of the Town’s needs, with no other product reviewed matching the Town’s unique situation and with most software designed for building permit management geared toward much larger entities and for much greater cost; and

**WHEREAS**, Cloudpermit has presented a proposed agreement to provide a subscription for its services for a three-year term, for \$8,500 per year, plus a one-time implementation fee of \$6,000 for professional technology services;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Supervisor hereby is authorized, on behalf of the Town of Boston, to execute a Software-as-a-Service agreement with Cloudpermit, with a three-year subscription term at \$8,500 per year and a one-time implementation fee of \$6,000.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

**Cloudpermit**

11911 Freedom Drive, Ste. 720  
 Reston, Virginia 20190  
 United States

**Order Form**

**Order #:** Q-01687-3  
**Customer #:** CUST-0007942  
**Date:** 11/27/2023  
**Sales Person:** Frank Ficaró  
**Sales Person Email:** frank.ficaró@cloudpermit.com  
**Delivery Method:** E-Mail

**Ship To**

Thomas Murphy  
 Boston  
 8500 Boston State Road  
 Boston, New York 14025  
 United States  
 (716) 941-6113  
 codeenforcement@townofboston.com

**Bill To**

Boston  
 8500 Boston State Road  
 Boston, New York 14025  
 United States

## Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 4,000	USD 4,000	USD 4,000
Licensing and Registration	Annual Total	USD 1,500	USD 1,500	USD 1,500
Code Enforcement	Annual Total	USD 1,000	USD 1,000	USD 1,000
Land Use	Annual Total	USD 2,000	USD 2,000	USD 2,000
<b>Subscription Total:</b>		USD 8,500	USD 8,500	USD 8,500

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

## Service

Description	Annual Total
Implementation Fee	USD 6,000
<b>Service Total:</b>	USD 6,000

**Customer Total First Year:** **USD 14,500**

**TOWN OF BOSTON – RESOLUTION NO. 2024-14**

**REPLACEMENT OF BROKEN VALVE  
AT TANGELWOOD DRIVE AND ALLEN DRIVE**

**WHEREAS**, the Town of Boston (“Town”) and Erie County Water Authority (“ECWA”) are parties to a Lease Management Agreement pursuant to which ECWA manages the Town’s water distribution system and related sales and distribution of water to customers in Town water districts; and

**WHEREAS**, ECWA has alerted the Town that on May 18, 2023, there was a broken valve at Tangelwood Drive and Allen Drive which was replaced by ECWA on May 18 and May 19, 2023; and

**WHEREAS**, the terms of the lease management agreement places the necessary repair work on ECWA and provides that the Town agrees to reimburse ECWA for the actual cost to perform the necessary work; and

**WHEREAS**, the final cost from Erie County Water Authority for the broken valve replacement is \$16,620.64 chargeable to Water District 2; and

**WHEREAS**, there were sufficient funds in the 2023 budget under account HB-8340.4 Water District 2 Contractual Costs to pay for this repair without the need for a budget amendment;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town of Boston authorizes payment to the Erie County Water Authority in the amount of \$16,620.64 out of the Water District #2’s 2023 budget.

On January 3, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

# ERIE COUNTY WATER AUTHORITY

295 MAIN STREET – ROOM 350  
BUFFALO, NY 14203-2494  
(716) 849-8484

INVOICE NUMBER: 061903

DATE: 11/29/2023

TOWN OF BOSTON  
MS. SANDRA QUINLAN  
TOWN CLERK  
8500 BOSTON STATE RD  
BOSTON, NY 14025

TERMS - 30 DAYS

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BROKEN VALVE NOTIFIED ON MAY 18, 2023, LOCATED AT  
TANGELWOOD DR AND ALLEN DR, BOSTON, NY, WAS  
REPLACED ON MAY 18 AND 19, 2023.

LABOR	\$4,425.60
TRANSPORTATION	4,487.81
MATERIALS	2,473.19
PAYMENTS TO CONTRACTORS	3,600.45
OVERHEAD	1,633.59
	-----

TOTAL AMOUNT DUE.....	\$16,620.64
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TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, MAIL YOUR CHECK TO THE  
ATTENTION OF THE ACCOUNTING DEPARTMENT.

**TOWN OF BOSTON – RESOLUTION NO. 2024 - 15**

**AUTHORIZING PURCHASE OF HOSE CRIMPING MACHINE  
FOR HIGHWAY DEPARTMENT USE**

**WHEREAS**, the Town of Boston Highway Superintendent has identified a need for a new hose crimping machine; and

**WHEREAS**, the Highway Department has acquired the following quotes for a Universal Crimp Machine with Power Unit and Die Sets in the sizes 3/8 inch, 1/2 inch, and 3/4 inch:

<b>Company</b>	<b>Quote</b>
FPS Hydraulics	\$5,400.00
KrimpMaster	\$5,995.00
Power Drives (PDI)	\$7,661.09

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board of the Town of Boston hereby authorizes the procurement from FPS Hydraulics, of a Universal Hose Crimping Machine for a total price not to exceed \$5,400.00.

On January 3,2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilmember Cartechine	[ ]	[ ]	[ ]	[ ]
Councilmember Lucachik	[ ]	[ ]	[ ]	[ ]
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

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**Sandra L. Quinlan, Town Clerk**

TOWN OF BOSTON

0185

PURCHASE REQUEST FORM

This form must be completed for all purchases of goods and services over \$300 and forwarded to the Supervisor's office for approval and distribution. Upon approval, this request will be returned to the originator and the purchase may be completed.

Department: Highway Dept.

Account: D 5130.0200 or D 5130.0400

Vendor: FPS Hydraulics Corp

Budget Balance: \_\_\_\_\_

Date needed: Soon when funds are available

Description of Goods and/or services:	Quantity	Unit Cost	Total Cost
<u>Hose crimping machine</u>	<u>1</u>	<u>\$5100.00</u>	<u>5100.00</u>
<u>Plus shipping</u>			<u>300.00</u>
<u>14 weeks out</u>			

Total Value of Purchase Request \$ 5400.00

Dept. Head Signature Robert Black

Date 12-11-73

Supervisor's Approval \_\_\_\_\_

Date \_\_\_\_\_

Purchase Complete

Date \_\_\_\_\_

INVENTORY ASSET

FPS Hydraulics Corporation

13549 Schutt Road  
Sardinia, NY 14134

# Quote

Date	Quote #
12/6/2023	648

Name / Address
Town of Boston Highway Dept. 6401 Town Park Lane Boston, NY 14025

Rep	Project

Description	Qty	U/M	Total
D-105 Crimper with 19MM (3/8"), 23MM (1/2"), 31MM (3/4") Die Sets included	1		5,100.00
Freight Charges	1		300.00
<b>Total</b>			\$5,400.00

# Booth #26 - KRIMPMASTER®

KRIMPMASTER®

## KRIMPMASTER® 2-WIRE HIGH PRESSURE HOSE

2GC: Part No. 89888

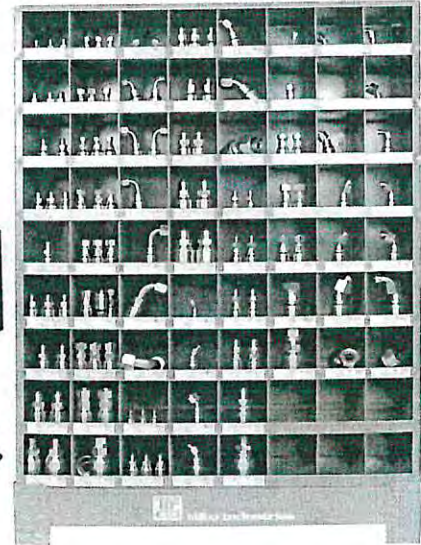
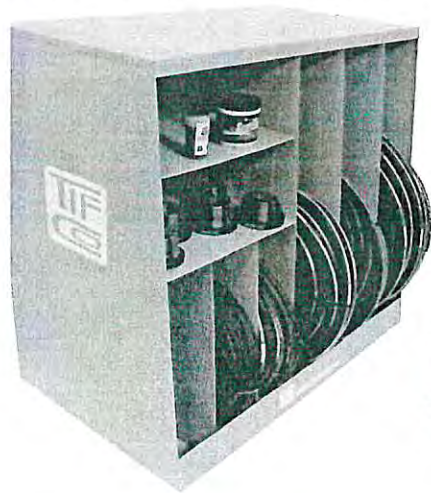
**\$13,750**

A: Part No. 89904

**\$13,750**

Package Includes:

- KRIMPMASTER® Universal Crimp Machine (110v/15amp), capacity up to 1 1/4" 2-wire and 4-wire hose
- Tooling package including Die Compression Plate, 5 Dies and Die Compression Ring
- KRIMPMASTER® Hose Saw (110v/1.5amp), with vacuum port for debris free operation
- Total of 250' KRIMPMASTER® Aggressor™ Super FP Hose including 1/4", 3/8", 1/2", 3/4", 1" diameters
- Hose End Assortment w/121 pieces, 66 configurations 1/4" to 1", NPT, ORFS & JIC hose ends
- Storage equipment labeled for hose and hose ends
- Die and Hose Assembly Lubricants
- Digital caliper, thread and tube & pipe measuring kit
- Crimp specifications book and laminated wall chart
- Certified Safety Coupling Training for your Operators



## KRIMPMASTER® STARTER 2-WIRE HIGH PRESSURE HOSE

Part No. 89886 **\$5,995**

Aggressor™ Super FP Hose and 2GC Series Fittings

Part No. 89906 **\$5,995**

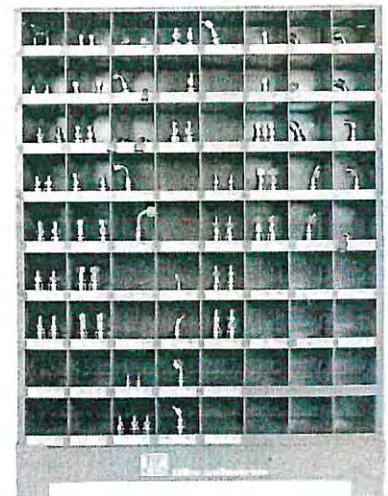
Aggressor™ Super FP Hose and A Series Fittings

Part No. 89894 **\$5,795**

Advantage III™ Hose and CS Series Fittings

Package Includes:

- KRIMPMASTER® Universal Crimp Machine with Pneumatic Pump, capacity 1" 2-wire and 3/4" 4-wire hose
- Tooling package including Die Compression Plate, 3 Dies and Die Compression Ring
- Total of 150' KRIMPMASTER® hose including 1/4", 3/8", 1/2" diameters
- Hose End Assortment w/77 pieces, 48 configurations 1/4" to 1/2", NPT, ORFS & JIC hose ends
- Storage equipment labeled for hose ends
- Die and Hose Assembly Lubricants
- Digital caliper, thread and tube & pipe measuring kit
- Crimp specifications book and laminated wall chart
- Certified Safety Coupling Training for your Operators







# Quote

801 Exchange St - Retail Center  
 Buffalo, NY 14210  
 Fax: 716-824-4817

Quote Number: Q075893  
 Quote Date: 12/08/2023

Valid Until: 1/7/2024  
 Customer: 12604  
 Attention: ED BROWN

Prices subject to change or withdrawal after 30 days from date of this proposal. This proposal is not binding until and unless your order is accepted by our office and approved by Power Drives credit department.

**Address.**  
 TOWN OF BOSTON  
 HIGHWAY DEPT  
 8500 BOSTON STATE ROAD  
 BOSTON, NY 14025  
 United States of America

\* The Delivery Lead Time (Del LT) quoted is estimated and may change based upon parts availability at the time of order

Order Qty	Item	Del LT (Days)	Net Price	Ext. Price
1.00 EA	QUOTE ET1187-001 MACHINE	0	2,589.2700	2,589.27
1.00 EA	QUOTE ET1000PK-003 POWER UNIT	0	3,986.2300	3,986.23
1.00 EA	QUOTE FT1380-200-M240	0	360.8200	360.82
1.00 EA	QUOTE FT1380-200-M320	0	363.9500	363.95
1.00 EA	QUOTE FT1380-200-M370	0	360.8200	360.82

Payment Terms: NET30  
 Discount:  
 FOB: Ship Point

<b>Subtotal:</b>	7,661.09 USD
<b>Final Total*:</b>	7,661.09 USD

\* Total does not include shipping charges. Collect carrier shipments will have a \$3.00 handling charge added per shipment.

Please note that Power Drives Inc. has a \$25 minimum order policy.

Questions regarding this quotation, contact: Corey Spindler

at 716-822-3600  
 or c.spindler@powerdrives.com

Resolution 2024-16 Approve bid  
for Town Hall Entryway  
Improvements (*Need resolution  
and support*)

**Schedule a Public Hearing for  
February 7, 2024 at 7:35pm**  
2024 Local Law Intro. No. 1,  
entitled: “A LOCAL LAW To  
Amend the Boston Town Code  
to Add Chapter 94, “Short-Term  
Rentals” to require Owners of  
Short-Term Rentals to obtain a  
Short-Term Rental Permit.

Town of Boston  
Local Law No. 1 of the year 2024

A local law of the Town of Boston amending the Town Code of Town of Boston to add Chapter 94 entitled “Short-Term Rentals”.

Be it enacted by the Town Board of the Town of Boston as follows:

**A LOCAL LAW TO AMEND THE BOSTON TOWN CODE TO ADD CHAPTER 94  
“SHORT-TERM RENTALS” TO REQUIRE OWNERS OF SHORT-TERM RENTALS TO  
OBTAIN A SHORT-TERM RENTAL PERMIT.**

Section I. Title

This local law shall be known as and may be cited as Local Law No. 1-2024 to amend the Boston Town Code to add Chapter 94 “Short-Term Rentals” requiring owners to obtain a Short-Term Rental permit from the Town of Boston in order to continue or commence operation of a Short-Term Rental.

Section II. Authorization

The adoption of this Local Law is in accordance with Section 264 of New York Town Law and Chapter 10 of the New York Municipal Home Rule Law.

Section III. Legislative Intent and Purpose

The Town of Boston recognizes that it would be beneficial for the Town to control and regulate the use of Short-Term Rentals within the Town of Boston. The provisions of this section are intended to preserve and protect the health, character, safety and general welfare of the residential neighborhoods and rural areas where Short-Term Rentals are operated and to mitigate the adverse effects of Short-Term Rentals.

Section IV. Amendment

The Boston Town Code shall be amended to add Chapter 94 “Short-Term Rentals” as follows:

94.1. Definitions

As used in this chapter, the following term shall have the meaning indicated:

Short-Term Rental - Any portion of real property having the required frontage on a public street per Section 123-122 and rented for compensation in exchange for

lodging for a period of not more than 31 consecutive days. For the purpose of this Chapter, the term "Short-Term Rental" shall not include boarding/lodging houses, hotels, motels or ongoing month to month tenancies.

#### 94.2 Presumption of Dwelling Unit as Short-Term Rental Property

- A. The presence of the following shall create a presumption that all or part of the property is being used as a Short-Term Rental.
  - (1) All or a part of the property is offered for lease on a short-term rental website, including but not limited to Airbnb, Home Away and VRBO, for a rental period of less than 31 days and/or
  - (2) All or a part of the property is offered for lease for a period of 31 days or less through any form of advertising.
  - (3) Any indication of frequent change of residents and/or type and number of vehicles observed from month to month
- B. The foregoing presumptions may be rebutted by evidence presented to the Code Enforcement Officer that the premises is not operated as a Short-Term Rental.

#### 94.3. Required Permit

- A. Owners shall not use their property as a Short-Term Rental without obtaining a revocable Short-Term Rental permit.
- B. A Short-Term Rental permit shall be valid for two (2) years and must be renewed 30 days prior to expiration of the current permit if the premises is to continue to operate as a Short-Term Rental.
- C. A Short-Term Rental permit is not transferable to a new owner. The new owner of the premises subject to a Short-Term Rental must file a new permit application.
- D. Notwithstanding the foregoing, those properties with Short-Term Rental commitments existing on the date this section takes effect shall be permitted to honor such existing commitments and continue to make commitments for Short-Term Rentals but must apply for a permit within 90 days of the Local Law's effective date for all future Short-Term Rental commitments. In the event such application is denied, all future commitments for rentals after the date the application is denied shall be cancelled.

#### 94.4 Short-Term Rental Permit Application Requirements

A. Applications for a Short-Term Rental permit may be obtained at the Town of Boston Town Clerk's office. The Short-Term Rental permit shall be submitted to the Code Enforcement Officer, accompanied by payment of a nonrefundable permit fee to be determined from time to time by resolution of the Town Board.

The application shall include the following:

- (1) The signatures of all owners and their designated agents.
- (2) A statement authorizing the Code Enforcement Officer to inspect the property to ensure compliance with all requirements and standards contained within this chapter.
- (3) An acknowledgement of present and ongoing compliance with the Short-Term Rental standards as defined in this chapter including, but not limited to, the demonstration of adequate off-road parking spaces for the proposed Short-Term Rental.
- (4) A list of each property owner and the name of any manager or management agency managing the property including name, address, telephone number and email address of each.
- (5) The name, address, phone number and email address of the most local contact person who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of the standards outlined in this section. The contact person may be an owner or an agent designated by the owner to serve as a contact person and shall respond to any communication from the Town Code Enforcement Officer within 24 hours.
- (6) An accurate suitable floor plan for each level of the dwelling that can be occupied measuring at least 8.5" X 11" drawn to scale and certified by the applicant. The floor plan does not need to be prepared by a professional, but must include the following:
  - a. The location of buildings and required parking (at least 350 sq.ft. per parking space is required)
  - b. The location of house utilities and all rooms including bedrooms, windows, exits and any heating/cooling units on each level of the dwelling that can be occupied.
  - c. If an attic is to be occupied, the entire dwelling must be sprinkled
- (7) A statement that none of the owners of the subject property has had a Short-Term Rental permit revoked within the previous year for any rental properties owned individually or together with others.

(8) County Health Department approval of the property's septic system, if appropriate.

(9) Certification that the property's well has been tested or inspected by the New York State Health Department.

#### 94.5 Short-Term Rental Standards

##### A. Property Requirements

(1) Property must comply with and meet all current New York State Building Codes.

(2) There shall be one (1) working smoke detector in each sleeping room and one (1) additional smoke detector on each floor. Smoke detectors shall be interconnected. Carbon monoxide detectors shall be installed as required by the New York State Fire Prevention and Building Code.

(3) Evacuation procedures must be posted in each sleeping room to be followed in the event of a fire or smoke condition or upon activation of a fire or smoke-detecting or other alarm device.

(4) There shall be an ABC fire extinguisher on each floor and in the kitchen. Fire extinguishers shall be inspected prior to a renter occupying the property and no less than monthly by the permit holder to ensure each contains a full charge. A record of the date inspected initialed by the permit holder shall be maintained and made available to the Code Enforcement Officer upon request.

(5) The house number shall be located at the road and on the dwelling so that it is clearly visible from both the road and the driveway.

(6) Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.

(7) Electrical systems shall be in good operating condition, labeled, unobstructed and visible for the Code Enforcement Officer during the permitting process. Any defects found shall be corrected prior to permit issuance.

(8) All fireplaces shall comply with all applicable laws and regulations.

(9) The property must have a minimum of one (1) off-street parking space for every bedroom shown on the floor plan included with the application. No parking on the street is permitted.

(10) Maximum occupancy for each Short-Term Rental unit shall not exceed two (2) people per bedroom shown on the floor plan included with

the application. The Maximum occupancy of the Short-Term Rental unit shall not exceed eight (8) people including permanent residents and renters.

(11) If the property has a septic system, the maximum occupancy shall be defined by the capabilities of the septic system but in no event shall overnight occupancy for a Short-Term Rental unit exceed eight (8) people total.

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#### B. Insurance Standards

All applicants and permit holders must provide Evidence of Property insurance and a Certificate of Liability insurance indicating that the premises is rated as a Short-Term Rental and maintain such insurance throughout the term of the Short-Term Rental permit.

#### C. Rental Contract. All applicants and permit holders must have a rental contract that includes the following:

- (1) Maximum property occupancy
- (2) Maximum on-site parking provided
- (3) Good Neighbor Statement stating:
  - a. The Short-Term Rental is in a residential area in the Town of Boston and renters should be considerate of the residents in neighboring homes.
  - b. Quiet hours are between 11:00 PM and 8:00 AM.
  - c. All guests will be subject to New York Penal Law Section 240.20 or any successor statute regarding disorderly conduct.
  - d. Littering is illegal.

#### 94.6 Procedure Upon Filing Application

##### A. Short-Term Rental permit applications shall be filed with the Town of Boston Code Enforcement Officer with all supporting documentation and the nonrefundable permit fee. Only completed application will be accepted. The Code Enforcement Officer may decline to accept an application for consideration for any of the following reasons:

- (1) The application or documentation required by this Section was not included or the full permit fee was not paid.



(2) A previously issued Short-Term Rental permit was revoked within the past year and defects and/or violations have not been corrected and inspected by the Code Enforcement Officer.

- B. Upon receipt of a completed Short-Term Rental permit application, property owners within 100 feet of all property lines of the subject parcel will be notified of the application by the Town of Boston and given the opportunity to comment.
- C. Upon the Code Enforcement Officer's acceptance of the completed permit application, all documents and information required by this Section and the permit fee, the Code Enforcement Officer shall have 30 days to conduct a property inspection to certify that all Short-Term Rental requirements have been met.
- D. Upon approval of the Short-Term Rental application by the Code Enforcement Officer, a Short-Term Rental permit will be issued. Short-Term Rental permits issued pursuant to this Section shall state the following:
  - (1) The name, address, phone number and email address of each person or entity that has an ownership interest in the Short-Term Rental property.
  - (2) The name, address, phone number and email address of the primary contact person who shall be available during the entire time the Short-Term Rental is being rented.
  - (3) The maximum occupancy and vehicle limits for the Short-Term Rental property.
  - (4) Identification of the number and location of available parking spaces.
  - (5) Any conditions imposed by the Board of Zoning Appeals and/or the Code Enforcement Official.

#### 94.7 Conformity and Display of Permit

A. Short-Term Rental permits are subject to continued compliance with the requirement of these regulations.

(1) If the Code Enforcement Officer has probable cause to believe that the homeowner is not in compliance with the provisions of this Law, he may conduct an inspection of the Short-Term Rental property for purposes of ensuring compliance with this Section. If the property owner refuses to permit the Code Enforcement Officer to inspect the property, the permit will be revoked. If an inspection authorized herein is conducted, the Code Enforcement Officer shall use the results of such inspection in determining whether to revoke the permit.

(2) The Short-Term Rental permit, maximum occupancy limit, maximum parking, contact form and standards shall be prominently displayed inside and near the front entrance of the Short-Term Rental.

(3) The Short-Term Rental permit holder shall ensure that current and accurate information is provided to the Code Enforcement Officer and that he or she notifies the Code Enforcement Officer immediately of any change in the information displayed on the permit. If, based upon such changes, the Code Enforcement Officer issues an amended Short-Term Rental permit, the owner must immediately post the amended permit inside and near the front entrance of the Short-Term Rental.

(4) The Short-Term Rental permit holder must conspicuously display the Short-Term Rental permit number in all advertisements for the applicable Short-Term Rental.

#### 94.8. Compliance and Penalties

A. Violations of this Section or of any Short-Term Rental permit issued pursuant to this Section shall be subject to enforcement and penalties prescribed in this Section.

B. If the Code Enforcement Officer either witnesses or receives a written complaint of an alleged violation of this Section or of any Short-Term Rental permit issued pursuant to this Section, the Code Enforcement Officer shall properly record such complaint and immediately investigate the report thereon. If the Code Enforcement Officer determines there is a violation of this Law, the owners and/or agent(s) shall be notified in writing of said violations and the Code Enforcement Officer may take any or all of the following actions:

(1) Attach conditions to the existing Short-Term Rental permit.

(2) Suspend the Short-Term Rental permit. The Notice of Suspension shall be provided to the property owner and a copy filed with the Town Clerk.

(3) Require corrective action that remedies the violation(s). The corrective action must be completed and approved within 30 days of notice from the Code Enforcement Officer or the owner risks revocation of the permit.

(4) Issue a court appearance ticket for violation of a Town law.

(5) Revoke the Short-Term Rental permit. In this event, the building shall be posted as such. Should a permit be revoked, all owners of the Short-Term Rental are prohibited from obtaining a Short-Term Rental permit on the property for one (1) year after the date of revocation. The Code

Enforcement Officer shall send the Notice of Revocation to the property owners and shall file a copy with the Town Clerk.

94.9 Application for Renewal of Permit. Renewal permits will be granted for an additional two-year term if the following conditions are met:

- A. Applications for renewal shall be made 30 days prior to expiration of the current permit and require payment of a renewal fee.
- B. At the time of application for renewal, the owner must present the previous permit for Short-Term Rental.
- C. The property must have undergone an inspection performed by the Code Enforcement Officer.
- D. Any violations must be remedied prior to renewal of a Short-Term Rental permit.
- E. If a Short-Term Rental permit holder fails to apply for renewal of the permit by the time it expires, a new Short-Term Rental permit must be obtained.

94.10. Grounds for Suspension or Revocation of Permit

- A. The Code Enforcement Officer may immediately suspend a Short-Term Rental permit based on any of the following grounds:
  - (1) Applicant has falsified or failed to provide information in the application for a permit or the application for permit renewal.
  - (2) Applicant failed to meet or comply with any of the requirements of this Chapter.
  - (3) Owner is in violation of any provisions of the Code of the Town of Boston.
  - (4) Owner has violated any provision of the Penal Code of the State of New York that occurred at or was related to the occupancy of the Short-Term Rental.
  - (5) Any conduct on the premises that disturbs the health, safety, peace or comfort of the neighborhood or that otherwise creates a public nuisance.

94.11. Appeals and Hearings

The property owner is entitled to appeal the Code Enforcement Officer's determination to the Town Board when his or her application for a Short-Term Rental permit or a Short-Term Rental permit renewal is denied or a Short-Term Rental permit is revoked. A Notice of Appeal shall be filed with the Town Clerk and the Town Board within 60 days of

the Code Enforcement Officer's filing of the denial or revocation with the Town Clerk. A public hearing shall be held by the Town Board not more than 45 days after the filing of the Notice of Appeal.

Section V. Validity and Severability

Should any word, section, clause, paragraph, sentence, part of provision of this Local Law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

Section VI. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Boston that are in conflict with the provisions of this local law are hereby superceded or repealed to the extent necessary to give this local law force and effect during its effective period.

Section VII. Effective Date

This Local Law will take effect upon filing in the office of the New York State Secretary of State.

**Schedule a Public  
Hearing for February 7,  
2024 at 7:35 pm,  
for Special Permit, Live  
Entertainment License  
for Foxhole Farm  
Winery.**



RECEIVED  
BOSTON TOWN CLERK

2023 DEC 15 AM 9:53

check 1057  
Fee \$ 25.00  
Received 12/15/2023  
check 1057 (Date)  
\$100.00  
12/29/23

# TOWN OF BOSTON

## APPLICATION FOR LIVE ENTERTAINMENT LICENSE

Name of Applicant: TODD GALLAGHER Phone # ---

Doing Business As: FOXHOLE FARM WINERY

Mailing Address: 8325 COLE ROAD, BOSTON 14033

Address of Establishment SAME AS ABOVE Manager: TODD GALLAGHER

Do you have a New York State liquor license?  Yes  No

If yes, what kind of license: FARM WINERY, MANUFACTURING

Are there any limitations on your liquor license? NO

What type of live entertainment? BAND, EASTER bUNNY, SANTA, DJ.

ANY LIVE ENTERTAINMENT that helps me sell my NYS Agricultural Products.

Days: Fri, SAT, SUN. Hours: 12 - 10 pm

Is business to be conducted in connection with any other business at the same location?  Yes  No

If so, name of business: N/A

I/we, the undersigned applicant(s) do hereby declare and swear that the foregoing statements are true to the best of my/our knowledge and belief; and if a license is granted pursuant to this application, that I/we will comply with the laws of the State of NY and Local Laws of the Town of Boston, governing such operations.

Todd M. Gallagher Signature of Applicant  
15 DEC 2023 Date

APPROVED BY THE TOWN BOARD \_\_\_\_\_ Date: \_\_\_\_\_

The following stipulations will apply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF BOSTON  
NEW YORK

LOCAL LAW NO. 4

OF

THE YEAR 2002

*A LOCAL LAW, TO ESTABLISH A SPECIAL PERMIT REQUIREMENT FOR THE  
EMPLOYMENT OF LIVE ENTERTAINMENT AT EATING OR DRINKING ESTABLISHMENTS*

**BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF BOSTON AS  
FOLLOWS:**

SECTION 1.            LEGISLATIVE INTENT

This Local allows the employment of live entertainment in eating and drinking establishments located in C-1 and C-2 Districts.

SECTION 2.            THE FOLLOWING IS HEREBY ADOPTED:

That Local Law No. 6 for the Year 1990 be amended as follows:

A.     In §123-71 B. by adding a new subsection (6) to read in its entirety as follows:

(6)     Live performances of musical entertainment, stage shows, reviews or other live performances using sound amplification devices, at eating or drinking establishments authorized as a permitted use in this Section, subject to the following conditions:

(a) Term: No such permit shall be issued for a period to exceed two years. Unless otherwise provided the first such permit issued to any applicant shall expire on the 30<sup>th</sup> day of June of the first full calendar year following the issuance of the permit; additional permits shall expire on the 30<sup>th</sup> day of June of the second calendar year following the date of issuance.

(b) Renewal: Applications for renewal may, within the discretion of the Town Board, be subject to a public hearing.

(c) Revocability: The Town Board of the Town of Boston may revoke any such permit, after a public hearing held thereon. The grounds for such revocation shall be limited to the provisions of this sub-section or the failure of the permit holder to comply with such additional conditions imposed at the time of issuance of the permit.

(d) Criteria for Determination: In determining whether or not any such application shall be granted or existing permit revoked the Town Board shall consider the following criteria:

- [1] Proximity of adjacent residential structures.
- [2] Compliance with other provisions of the Town Code, including but not limited to those provisions relating to the generation of noise, vehicular and pedestrian traffic, odors, vapors or other noxious fumes.
- [3] Availability of parking.
- [4] Any other factors that the Town Board determines are relevant to a decision on the application.
- [5] Modification of the premises or alteration of site for which is the subject of the permit.

(e) Hours of Operation: Any such permit may limit, within the discretion of the Town Board, the hours of such performances.

(f) Continuation of existing performances: The Town Board of the Town of Boston hereby finds that certain business establishments may have entered into contracts for live performances in the future. As a result of such finding, no permit shall be required for any business establishment that currently provides for live entertainment until July 1, 2003 based on any contract entered into on or before the effective date of this provision. No exemption from the requirement of



obtaining a permit shall be obtained unless copies of qualifying contracts are filed in the office of the Town Clerk on or before the 1<sup>st</sup> day of October 2002.

(g) Conditions: The Town Board of the Town of Boston may impose appropriate conditions on the issuance of any permit pursuant to this section, based upon the proximity of residential development or any other relevant factors, including but not limited to:

- [1] Limitations on performances or the placing of any speakers broadcasting any performance outside of any structure.
- [2] Requirement that all windows and doors remain closed except for normal ingress and egress.
- [3] Limitation of the volume of any amplified sound generated during a live performance, measured at any or all speakers broadcasting such sound.
- [4] Limitation on the volume of all non-amplified sound at the point of origin.
- [5] Appropriate control of patrons at all times including, but not limited to, activities outside of the establishment where live entertainment is occurring.

(h) Inspection: As a condition of the issuance of this permit, the permit holder shall permit any duly appointed enforcement officer of the Town of Boston or any police office to enter on to the premises for the purpose of verifying compliance with the conditions of this permit.

(i) Exceptions: The provisions of this sub-section shall not be applicable to any live performance on property owned by the Town of Boston or the Hamburg Central School District.

(j) Fees. The fee for such special permit and the renewal thereof shall be set forth in the Schedule of Fees, as adopted, by the Town Board of the Town of Boston.

B. In §123-78 A. (5) by adding the phrase, "provided however that no live entertainment shall be permitted except by special permit" after the word "establishments" and before the period in said subsection.

C. In §123-72 B. by adding a new subsection (3) to read in its entirety as follows:

(3) Live entertainment at eating and drinking establishments subject to the

provisions of §123-71 B (6) of this Code.

SECTION 3. MISCELLANEOUS

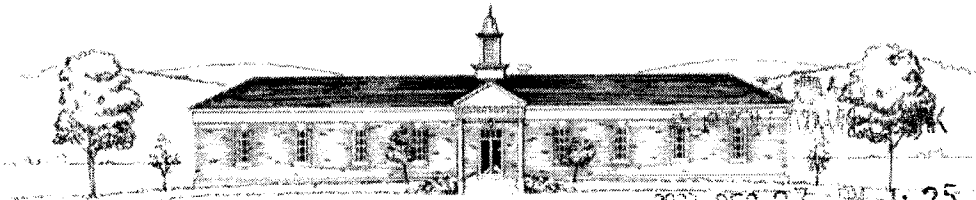
A. This Local Law shall be deemed to supersede and repeal any other Local Laws to the extent therein inconsistent herewith.

B. If any part of the Local Law shall be judicially declared to be invalid, void, unconstitutional or unenforceable, all unaffected provisions hereof shall survive such declaration and this Local Law shall remain in full force and effect as if the invalidated portion had not be enacted.

C. Nothing herein shall be deemed to be a waiver or restriction upon any rights and powers available to the Town of Boston to further regulate the subject matter of this Local Law.

SECTION 4. EFFECTIVE DATE

This Local Law shall become effective upon filing with Secretary of State of the State of New York, as required by the Municipal Home Rule Law



# TOWN OF BOSTON

December 21, 2023

To: Town Board Members, Supervisor Keding, Town Clerk Quinlan

Town Board Members,

I am writing to respectfully request approval to attend the Association of Towns Annual Training in New York City, scheduled to take place from February 18 – 21, 2024. Having participated in the virtual conference in 2022, I gained invaluable insights and takeaways that significantly contributed to my professional growth. The upcoming 2024 conference presents a unique opportunity for me to acquire information and training that is otherwise challenging to access in the Western New York area, where substantial training opportunities are limited. At this time the schedule of classes has not been released, however I will be keeping a close eye on the AOT website for its release. If approved, I am committed to coordinating with Supervisor Keding to ensure that our schedules align efficiently and that we make the most of our time at the conference.

I would like to bring your attention to the diverse range of non-elected officials attending this conference, as shared by Chris Anderson from the Association of Towns last year. The list includes individuals in crucial roles such as Account Clerk, Administrator, Assistant to Supervisor, Bookkeeper, Building and Codes, Chief of Staff, Clerk to Supervisor, Commissioner of Public Works, Court Clerk, Deputy Supervisor, Deputy Town Clerk, Dir. of Intergovernmental Affairs, Highway Department, Human Resources, Legislative Aide, Local Gov't Specialist, Office Assistant, Secretary to Supervisor, Sr Project Manager, and many more. I have taken the initiative to review the list of attendees from other towns, and it is evident that many municipalities recognize the value of this training opportunity.

I am mindful of the budget constraints and would like to highlight that the early bird registration rates of \$150 are available until January 27th. Additionally, hotel costs have an estimated rate of \$308 per night. I am happy to price out transportation prices at your request.

Thank you very much for considering my request. I am confident that attending this conference will contribute significantly to our town's continued growth and success.

Thank you,

Allison Koczur  
Executive Assistant to Supervisor Keding & Deputy Supervisor  
716.941.6518

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  
Fax (716) 941-6116

TOWN SUPERVISOR  
(716) 941-6518  
Fax (716) 941-9264

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

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

NUTRITION PROGRAM  
(716) 941-5773

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](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](mailto:program.intake@usda.gov).



## TOWN OF BOSTON

JASON A. KEDING  
Supervisor

December 15th 2023

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

Town Board Members

SANDRA L. QUINLAN  
Town Clerk -Tax Collector

ROBERT J. TELAAK  
Highway Supt.

DEBRA K. BENDER  
KYLE W. CALABRESE  
Town Justice

SEAN W. COSTELLO  
Town Attorney

LAURIE A. BAKER  
Prosecutor

THELMA HORNBERGER  
Assessor

THOMAS C. MURPHY  
Code Enforcement Officer

I am requesting permission, as defined in the Town of Boston employee handbook, for overnight travel to New York City for the Association of Towns Annual Conference from February 18 through 21, 2024. Actual and necessary expenses incurred in attending this school, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b). I would also like to note that the adopted 2024 budget included costs for town-appointed and elected staff to attend training. Hence, the town can continue learning to serve its residents best.

As a Certified Town Official by the Association of Towns, I must also maintain annual training requirements. The continued training in each of the defined ten subject areas will assist my knowledge of all local government facets.

The early bird registration option is a way to reduce costs associated with the training that will benefit the community.

In past years, I have also served as the town's Delegate for the Wednesday legislative agenda voting session.

I appreciate your support and consideration for this request.

Regards-

Jason Keding

TOWN HALL  
(716) 941-6113  
Fax (716) 941-6116

TOWN SUPERVISOR  
(716) 941-6518

TOWN COURT  
(716) 941-6115  
Fax (716) 796-6170

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

NUTRITION PROGRAM  
(716) 941-5773

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](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 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 or fax 202-690-7442 or e-mail at [program.intake@usda.gov](mailto:program.intake@usda.gov).

# CERTIFICATE OF DESIGNATION

**This form must be filed with:**

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

**By FEBRUARY 2, 2024**

In order to establish eligibility and credentials to vote at the 2024 Business Session

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

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

I, \_\_\_\_\_, Town Clerk of the Town of \_\_\_\_\_, in  
the County of \_\_\_\_\_ and State of New York DO HEREBY CERTIFY that  
the town board of the aforesaid town has duly designated the following named person to attend  
the Annual Business Session of the Association of Towns of the State of New York, to be held  
during February 21, 2024, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of  
the Constitution and Bylaws of said Association:

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

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

ADDRESS \_\_\_\_\_

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

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

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

ADDRESS \_\_\_\_\_

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

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

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



# TOWN OF BOSTON

December 12, 2023

DEC 12 2023 PM 3:33

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

TO: Town Board Members, Town Clerk Quinlan

I am writing to formally request a leave of absence from my position in the Congregate Dining/Nutrition Department from December 26th, 2023, to the first week of ~~May~~ 2024. I have discussed this with the Supervisor's Office and they are aware of my plans. *April*

Thank you for your consideration.

Sincerely,

*Patricia Hice*

Patricia Hice

*I am returning  
4-1-24*

TOWN HALL  
(716) 941-6113  
Fax (716) 941-6116

TOWN SUPERVISOR  
(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

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](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](mailto:program.intake@usda.gov).



# TOWN OF BOSTON

December 12, 2023

JASON A. KEDING  
Supervisor

TO: Town Board Members, Town Clerk Quinlan

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

I am writing to formally request a leave of absence from my position in the Congregate Dining/Nutrition Department from December 26th, 2023, to the first week of May 2024. I have discussed this with the Supervisor's Office and they are aware of my plans.

SANDRA L. QUINLAN  
Town Clerk -Tax Collector

Thank you for your consideration.

ROBERT J. TELAAK  
Highway Supt.

Sincerely,

DEBRA K. BENDER  
KYLE CALABRESE  
Town Justice

*Lorrie Valentine*  
Lorrie Valentine

SEAN W. COSTELLO  
Town Attorney

LAURIE BAKER  
Prosecutor

THELMA HORNBERGER  
Assessor

THOMAS C. MURPHY  
Code Enforcement Officer

TOWN HALL  
(716) 941-6113  
Fax (716) 941-6116

TOWN SUPERVISOR  
(716) 941-6518

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

HIGHWAY GARAGE  
(716) 941-5869  
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NUTRITION PROGRAM  
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8500 Boston State Road Boston, New York 14025-9848

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RECEIVED  
BOSTON TOWN CLERK

## TOWN OF BOSTON

### APPLICATION FOR USE OF SPORTING FACILITY

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

Organization Name: Southtowns Slammers

Organization Representative Name: Mike Bellagamba

Representative's Title: President

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

Applicant Daytime Phone: \_\_\_\_\_

Estimated # Of Attendees: 12-24 per field

**\*\*\*Please coordinate field use with other Sporting Leagues. Contact information can be found below.\*\*\***

League Name	Representative	Phone Number
Southtowns Slammers	Mike Bellagamba	716-225-7936
Boston Youth Soccer League	Jessica Blesy	716-809-0121
Boston Patriots Football & Cheerleading	Bill Frascella	716-548-8111
Hamburg Baseball	Josh Haeick	716-649-6170

#### SCHEDULE OF FEES

Sporting Field Reservations	\$50 <sup>00</sup> per 3-hour block of time
-----------------------------	---

**\*No refunds will be issued in the event of cancellations/inclement weather.\***

**In order to ensure the Town of Boston residents have an opportunity to enjoy the Town's recreational facilities, Youth Sporting Leagues sponsored by not-for-profit organizations based in the Town of Boston which offer recreational opportunities to Town youth may make seasonal reservations for a fee of \$250. Boston Patriots Football shall also pay the actual cost of any Department of Health permit fee associated with its operation of the snack shack.**

Fee includes a facilities cleaning fee. The Town reserves the right to reject future use of facility applications or to cancel events scheduled by organizations that fail to pay required fees or provide satisfactory proof of comprehensive general liability insurance in the amount of at least \$1,000,000 naming the Town as additional insured at least one week prior to the date of the event. The Town reserves the right to revoke permission for use of facilities for applicants who refuse to cooperate with Town employees, cause excessive damage, or whose players or spectators create unsafe conditions.

Requests may be submitted after September 1st the year before your event. The Town Parks Department should be notified of any changes to scheduled events. Best efforts will be made, but chalking/painting/lining of fields is not guaranteed.



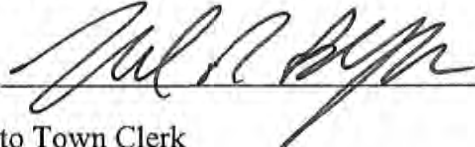
**TOWN OF BOSTON**  
**APPLICATION FOR USE OF SPORTING FACILITY**

**AGREEMENT**

By my signature below, I hereby represent that I have full authority to submit this Application and if the Application is accepted to enter into this Agreement on behalf of the organization named above.

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 at least 1 week prior to my event. I have contacted the above mentioned sporting leagues and there are no conflicts with dates.

By my signature below, the organization named above (or individual, if an individual) agrees to indemnify, defend, and hold harmless, to the greatest extent allowed by law, the Town and its officers, agents, employees, servants, and representatives from and against any and all damages, injuries, death, dismemberment, lawsuits, liabilities, claims, costs, and expenses, including reasonable attorney fees, arising in whole or part from: (i) the use of the Town's facilities by Applicant in connection with this Application and Agreement, or anyone claiming by, through or under Applicant; (ii) acts of third parties in connection with Applicant's use of the Town's facilities; or (iii) the breach of any of Applicant's representations, warranties, covenants or agreements, hereunder, including Damages arising from the combined fault of Applicant and Town, but excluding any damages arising solely from the negligence or willful misconduct of the Town.

SIGNATURE OF APPLICANT: 

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

FEE RECEIVED: 12/21/23 ✓ #1077 \$250.00  
(DATE)

APPLICATION AND AGREEMENT ACCEPTED AND APPROVED BY TOWN BOARD VOTE ON: \_\_\_\_\_  
(DATE)

APPLICATION AND AGREEMENT REJECTED BY TOWN BOARD ON: \_\_\_\_\_  
(DATE)

NOTES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# TOWN OF BOSTON

## APPLICATION FOR USE OF SPORTING FACILITY SCHEDULING

Date	Time	Field/Park (check box)	Diamond/Field Request
4/15/2024 9/30/2024	thru	<input checked="" type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input checked="" type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input checked="" type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
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		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field

TOWN OF BOSTON  
SPORTS DEPARTMENT CLERK  
SEP 27 2 1 PM '09

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

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

Organization Name: BUFFALO RAKE

Organization Representative Name: BILL FRASCELLA

Representative's Title: VP

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

Applicant Daytime Phone: 716-548-8111 Estimated # Of Attendees: 4 TEAMS 44 KIDS

**\*\*\*Please coordinate field use with other Sporting Leagues. Contact information can be found below.\*\*\***

League Name	Representative	Phone Number
Southtowns Slammers	Mike Bellagamba	716-225-7936
Boston Youth Soccer League	Jessica Blesy	716-809-0121
Boston Patriots Football & Cheerleading	Bill Frascella	716-548-8111
Hamburg Baseball	Josh Haeick	716-649-6170

**SCHEDULE OF FEES**

Sporting Field Reservations	\$50 <sup>00</sup> per 3-hour block of time
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**\*No refunds will be issued in the event of cancellations/inclement weather.\***

In order to ensure the Town of Boston residents have an opportunity to enjoy the Town's recreational facilities, Youth Sporting Leagues sponsored by not-for-profit organizations based in the Town of Boston which offer recreational opportunities to Town youth may make seasonal reservations for a fee of \$250. Boston Patriots Football shall also pay the actual cost of any Department of Health permit fee associated with its operation of the snack shack.

Fee includes a facilities cleaning fee. The Town reserves the right to reject future use of facility applications or to cancel events scheduled by organizations that fail to pay required fees or provide satisfactory proof of comprehensive general liability insurance in the amount of at least \$1,000,000 naming the Town as additional insured at least one week prior to the date of the event. The Town reserves the right to revoke permission for use of facilities for applicants who refuse to cooperate with Town employees, cause excessive damage, or whose players or spectators create unsafe conditions.

Requests may be submitted after September 1st the year before your event. The Town Parks Department should be notified of any changes to scheduled events. Best efforts will be made, but chalking/painting/lining of fields is not guaranteed.

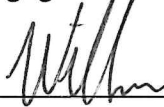
**TOWN OF BOSTON**  
**APPLICATION FOR USE OF SPORTING FACILITY**

**AGREEMENT**

By my signature below, I hereby represent that I have full authority to submit this Application and if the Application is accepted to enter into this Agreement on behalf of the organization named above.

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 at least 1 week prior to my event. I have contacted the above mentioned sporting leagues and there are no conflicts with dates.

By my signature below, the organization named above (or individual, if an individual) agrees to indemnify, defend, and hold harmless, to the greatest extent allowed by law, the Town and its officers, agents, employees, servants, and representatives from and against any and all damages, injuries, death, dismemberment, lawsuits, liabilities, claims, costs, and expenses, including reasonable attorney fees, arising in whole or part from: (i) the use of the Town's facilities by Applicant in connection with this Application and Agreement, or anyone claiming by, through or under Applicant; (ii) acts of third parties in connection with Applicant's use of the Town's facilities; or (iii) the breach of any of Applicant's representations, warranties, covenants or agreements, hereunder, including Damages arising from the combined fault of Applicant and Town, but excluding any damages arising solely from the negligence or willful misconduct of the Town.

SIGNATURE OF APPLICANT:  \_\_\_\_\_

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

FEE RECEIVED: 12/21/23 <sup>✓ #1015</sup>  
(DATE) \$ 250.00

APPLICATION AND AGREEMENT ACCEPTED AND APPROVED BY TOWN BOARD VOTE ON: \_\_\_\_\_  
(DATE)

APPLICATION AND AGREEMENT REJECTED BY TOWN BOARD ON: \_\_\_\_\_  
(DATE)

NOTES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF BOSTON**  
**APPLICATION FOR USE OF SPORTING FACILITY**  
**SCHEDULING**

Date	Time	Field/Park (check box)	Diamond/Field Request		
START 3-1-24 UNTILL SOCCER & FOOTBALL		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input checked="" type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input checked="" type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	
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		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4	<input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field	

2007 DEC 21 PM 3:29  
TOWN OF BOSTON

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

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

Organization Name: BOSTON PATRIOTS FOOTBALL

Organization Representative Name: BILL FRASCELLA

Representative's Title: COMMISSIONER

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

Applicant Daytime Phone: 716-548-8111

Estimated # Of Attendees: 100

\*\*\*Please coordinate field use with other Sporting Leagues. Contact information can be found below.\*\*\*

League Name	Representative	Phone Number
Southtowns Slammers	Mike Bellagamba	716-225-7936
Boston Youth Soccer League	Jessica Blesy	716-809-0121
Boston Patriots Football & Cheerleading	Bill Frascella	716-548-8111
Hamburg Baseball	Josh Haeick	716-649-6170

**SCHEDULE OF FEES**

Sporting Field Reservations	\$50. <sup>00</sup> per 3-hour block of time
-----------------------------	--

**\*No refunds will be issued in the event of cancellations/inclement weather.\***

In order to ensure the Town of Boston residents have an opportunity to enjoy the Town's recreational facilities, Youth Sporting Leagues sponsored by not-for-profit organizations based in the Town of Boston which offer recreational opportunities to Town youth may make seasonal reservations for a fee of \$250. Boston Patriots Football shall also pay the actual cost of any Department of Health permit fee associated with its operation of the snack shack.

Fee includes a facilities cleaning fee. The Town reserves the right to reject future use of facility applications or to cancel events scheduled by organizations that fail to pay required fees or provide satisfactory proof of comprehensive general liability insurance in the amount of at least \$1,000,000 naming the Town as additional insured at least one week prior to the date of the event. The Town reserves the right to revoke permission for use of facilities for applicants who refuse to cooperate with Town employees, cause excessive damage, or whose players or spectators create unsafe conditions.

Requests may be submitted after September 1st the year before your event. The Town Parks Department should be notified of any changes to scheduled events. Best efforts will be made, but chalking/painting/lining of fields is not guaranteed.

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

**AGREEMENT**

By my signature below, I hereby represent that I have full authority to submit this Application and if the Application is accepted to enter into this Agreement on behalf of the organization named above.

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SIGNATURE OF APPLICANT: 

Upon Completion, please submit to Town Clerk

\*\*\*\*\*

FEE RECEIVED: 12/21/23 250.00 CK# 5092  
(DATE)

APPLICATION AND AGREEMENT ACCEPTED AND APPROVED BY TOWN BOARD VOTE ON: \_\_\_\_\_  
(DATE)

APPLICATION AND AGREEMENT REJECTED BY TOWN BOARD ON: \_\_\_\_\_  
(DATE)

NOTES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF BOSTON**  
**APPLICATION FOR USE OF SPORTING FACILITY**  
**SCHEDULING**

Date	Time	Field/Park (check box)	Diamond/Field Request
START 7-29-24 TO 12-1-24		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input checked="" type="checkbox"/> Football Practice Fields <input checked="" type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field
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		<input type="checkbox"/> Town Hall Park <input type="checkbox"/> North Boston Park <input type="checkbox"/> South Boston Park	<input type="checkbox"/> Diamond 1 <input type="checkbox"/> Diamond 2 <input type="checkbox"/> Diamond 3 <input type="checkbox"/> Diamond 4 <input type="checkbox"/> Soccer Fields <input type="checkbox"/> Football Practice Fields <input type="checkbox"/> Football Game Field



RECEIVED  
TOWN CLERK  
MAY 14 11 10 32

**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 HCSO Pre-K Date 11 / 30 / 23

Name of person responsible for facilities Kaitlin Sylvester  
Title Director of Curriculum and Instruction

Applicant Address 5305 Abbott Rd. Hamburg, NY 14075

Applicant Daytime Phone # 716-646-3200 x 7208 # Of Attendees: \_\_\_\_\_

Date(s) Requested\* 6/14/24 Time 8AM-3PM Type of Event PreK Picnic  
Set Up 8:00am Take Down 2-3:00pm

**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 Hacick	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 checked="" type="checkbox"/> Boston Town Park<br>Lions Shelter<br>And Bathroom Facilities |
| <input type="checkbox"/> Town Hall Community Room w/ Kitchen<br>And Bathroom Facilities | <input type="checkbox"/> Small Shelter   |
| <input type="checkbox"/> North Boston Park Fields                                       | <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? _____<br>(Submit proof in writing from that agency at time of application)   |
| <input checked="" type="checkbox"/> Parking<br>(over 50) | - Please submit parking Plan: (This must be approved by Park's Superintendent <u>in lot/field</u><br>before submittal to Town Clerk with application) <u>like past years</u> |
| <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? _____<br>(Submit proof in writing from that agency at time of application)  |
| <input type="checkbox"/> Vendors<br>(over 5)             | - Please submit Layout (This must be approved by Park's Superintendent before submittal to<br>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:

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:  11/29/2023

Upon Completion, please submit to Town Clerk - please e-mail copy to LGlass@npsdk12.org once approved. Thanks!  
\*\*\*\*\*

FEE REC'D # 55092 APPROVED/DENIED : \_\_\_\_\_  
\$175.00 (date) (date)