AGENDA
REGULAR BOARD MEETING - TOWN OF BOSTON
FEBRUARY 4, 2026 – 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 January 21, 2026
2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Erie County Sewer District No. 3, Supervisor reappointment to Board of Managers
2. Erie County Department of Public Works – Notice of Shoulder Closure, Boston State Road between Thornwood Road and Wildwood Road
3. Dispatch Call Summary Reports – July to December 2025
4. Town of Concord – SEQR Negative Declaration
5. Application for Use of Meeting Facility – Hillside Riders
6. Application for Use of Meeting Facility – Southtown's Homeschoolers

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3-minute time limit per person)
2. Resolution 2026-15 A Resolution Adopting the Pro-Housing Communities Pledge
3. Resolution 2026-16 Authorizing and Ratifying Engagement of Barclay Damon LLP for Retained Land Use and Zoning Matters Including Erie County Agricultural District No. 15
4. Resolution 2026-17 Approving Geotechnical Investigation Services for Phase 2 Water Main Improvements
5. Referral to Planning Board for Land Use Consideration
6. Approval of 2025 Service Award Points – Boston EMS

7. Approve Applications for Annual Refuse Licenses: MRC Disposal Inc., Modern Disposal Services, Inc., and Waste Management of NY, LLC

ITEM NO. V OLD BUSINESS

ITEM NO. VI REPORTS AND PRESENTATIONS

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

ITEM NO. VII ADJOURNMENT OF MEETING

1. Adjournment of Meeting

REGULAR BOARD MEETING
JANUARY 21, 2026

DRAFT

TOWN HALL
7:30 P.M.

Present: Supervisor Jason Keding, Councilman Robert Penders, Councilwoman Kathleen Selby, and Councilman Max Stephan.

Also Present: Highway Superintendent Telaak, Attorney for the Town McCann, Town Clerk Sandra Quinlan

Rev. Dr. John Loeser, Churchill Memorial United Methodist Church, opened the meeting with a prayer.

Supervisor Keding called the meeting to order at 7:33 pm.

Pledge of Allegiance.

Supervisor Keding stated there are no other Preliminary matters.

Regular business:

A motion was made by Councilwoman Selby and was seconded by Supervisor Keding to approve the minutes of the January 7, 2026 reorganizational meeting.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

A motion was made by Councilman Penders and was seconded by Councilwoman Selby upon review by the Town Board, that fund bills in the amount of $145,610.66 be paid.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

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

Town Clerk's Report for December 2025

Town Clerk's 2025 Annual Report

Dog Control Officer Report for December 2025

Code Enforcement Officer Report for December 2025

National Fuel Gas Supply Corporation Line C46S 2026 Modernization Project

North Boston Vol. Fire Co. Inc.: Officers and directors, 2024 IRS Form 990 - Inventory of property and Statement of Liabilities, Statement of business engagement

North Boston Vol. Fire Co. Inc. 2025 Annual Report on Revenues and Expenditures of Foreign Fire Insurance Premiums

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Erie County Clerk's Zombie Property Initiative

Erie County Department of Environment and Planning, Re: Public Review of the 2026 Draft of the 1st year Action Plan of the 2025-2029 Five Year Community Development Consolidated Plan

Buffalo Niagara Partnership's 2026 Advocacy Agenda

Erie County Water Authority Extract of Minutes

Comp Alliance Safe Workplace Award

New business:

Supervisor Keding stated the floor is open for public comment.

The following persons were heard:

Jay Jackson
James Stang
Dave Magill
Deputy Miller, Community Engagement Team, Erie County Sheriff's Office

Supervisor Keding stated the floor is closed.

A motion was made by Councilman Stephan and was seconded by Councilwoman Selby to approve Association of Towns 2026 Annual Training attendance request from Supervisor Jason Keding.

Supervisor Keding	Abstain	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

three (3) Yes one (1) Abstain Carried

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

RESOLUTION 2026 -11 DOCUMENT MANAGEMENT SOFTWARE AND SERVICES

WHEREAS, the Town Clerk of the Town of Boston serves as custodian of the Town's records, books, and papers, and is designated by State law as the Town's records management officer; and
WHEREAS, to preserve and protect Town documents and to perform the functions of the Town Clerk's office efficiently and effectively, the Town Clerk implemented DocuWare software from Toshiba with cloud storage; and
WHEREAS, DocuWare software is available through Omnia Partners Contract No. 191103, originally let by Region 4 Education Service Center, a governmental entity created under Texas law, and that contract's terms make it available for use by other governmental entities; and
WHEREAS, the Town Clerk desires to renew its license with Toshiba for its DocuWare software from January 1, 2026 - December 31, 2026; and

WHEREAS, the annual license fee for the DocuWare software with the storage and number of users required by the Town has remained the same at $3,672 per year; and
WHEREAS, funds for this procurement are available in the Town's 2026 Budget, under the line Records Management, A00-1460-0400;
NOW THEREFORE BE IT RESOLVED, that Town Board of the Town of Boston authorizes the Town Clerk to enter into a renewal agreement with Toshiba for DocuWare software and services for from January 1, 2026 - December 31, 2026 for an annual license fee of $3,672.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

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

RESOLUTION 2026 -12 DESIGNATING SUPERVISOR KEDING AS THE TOWN'S DELEGATE TO THE ANNUAL BUSINESS MEETING OF THE NEW YORK STATE ASSOCIATION OF TOWNS

WHEREAS, the Town of Boston is a Member of The Association of Towns of the State of New York ("Association"); and
WHEREAS, the Annual Meeting of the Association will be held on February 15-17, 2026; and
WHEREAS, the Annual Business Meeting of the Association will be held on February 17, 2026; and
WHEREAS, the Constitution of the Association provides that for matters put to a vote at the Annual Business Meeting of the Association, each member of the Association shall be entitled to one vote, to be cast by a delegate designated by the town board of such member town; and
WHEREAS, the delegate must be an officer, employee, or appointed representative of the town; and
WHEREAS, Supervisor Jason Keding meets the qualifications to serve as the Town of Boston's delegate to the Association's Annual Business Meeting;
NOW THEREFORE BE IT RESOLVED, that Supervisor Jason Keding hereby duly is designated as the town of Boston's delegate to attend the Annual Business Meeting of the Association of Towns to be held on February 17, 2026, and to cast the vote of the Town of Boston pursuant to the Constitution and By-Laws of the Association.

Supervisor Keding	Abstain	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

three (3) Yes one (1) Abstain Carried

A motion was made by Councilman Stephan and was seconded by Councilman Penders,

RESOLUTION 2026 -13 **AUTHORIZING PROCUREMENT OF 2027 FREIGHTLINER 114SD WITH SNOWPLOW AND DUMP PACKAGE FOR HIGHWAY DEPARTMENT USE**

WHEREAS, the Town of Boston Highway Superintendent has identified a need for a truck equipped with a snowplow and dump body to replace obsolete Highway Department equipment; and
WHEREAS, the Highway Superintendent has identified a 2027 model year Freightliner 114SD plus cab and chassis that the Town can procure from Freightliner & Western Star of Batavia under Sourcewell Contract #032824-DAI for the amount of $207,782.00; and
WHEREAS, the truck can be fitted with an Everest Snow Plow Package, Stainless Steel Side Dump Body, and all relevant hitches, fittings, and transmission PTO adjustments from Valley Fab & Equipment under Sourcewell Contract #062222-AGI-1 for the amount of $152,120.00; and
WHEREAS, the total delivered price for the truck and equipment after applicable contract discounts have been applied is $359,902; and
WHEREAS, $258,000 is available in the 2026 budget line DB0-5130-0200 Machinery-Equipment and the remaining $101,902 can be pulled out of the Highway Equipment Reserve currently valued around $330,000;
NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Boston hereby authorizes the procurement from Freightliner & Western Star of Batavia, of a 2027 Freightliner 114SD truck cab and chassis plus procurement of the snow plow and dump body attachments from Valley Fab & Equipment for a total price not to exceed $359,902; and
IT IS FURTHER RESOLVED, that $101,902 can be transferred out of the equipment reserve to the Highway Equipment 2026 budget line to satisfy the remainder of this purchase.
THIS RESOLUTION IS SUBJECT TO A PERMISSIVE REFERENDUM PURSUANT TO GENERAL MUNICIPAL LAW SECTION 6-C REGARDING EXPENDITURES FROM RESERVE FUNDS.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

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

RESOLUTION 2026 -14 **A RESOLUTION SUPPLEMENTING AND AMENDING RESOLUTION 2026-02 AND IMPLEMENTING TOWN CODE §§ 60-11 AND 60-12 REGARDING REIMBURSEMENT OF PROFESSIONAL REVIEW COSTS FOR FLOODPLAIN DEVELOPMENT PERMITS**

WHEREAS, by Resolution No. 2026-02, the Town Board adopted a Schedule of Fees applicable to various permits, applications, and reviews administered by the Town of Boston; and

WHEREAS, Town Code § 60-11 designates the Code Enforcement Officer as the Local Administrator for purposes of administering and enforcing Chapter 60 of the Town Code, Flood Damage Prevention; and

WHEREAS, Town Code § 60-12 establishes a floodplain development permit and requires that applications be accompanied by an application fee of $250; and

WHEREAS, Town Code § 60-12 further provides that, in addition to the application fee, an applicant shall be responsible for reimbursing the Town of Boston for any additional costs necessary for review, inspection, and approval of a floodplain development project, and authorizes the Local Administrator to require a deposit of no more than $500 to cover such additional costs; and

WHEREAS, certain floodplain development permit applications, including those involving land clearing, grading, drainage alterations, and Stormwater Pollution Prevention Plans (SWPPPs), require professional engineering or technical review to ensure compliance with applicable federal, state, and local requirements;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Boston hereby adopts the following, which shall supplement and amend Resolution 2026-02:

1. Professional Review Determination. Where the Code Enforcement Officer, acting as Local Administrator pursuant to Town Code § 60-11, determines that a floodplain development permit application requires professional engineering or technical review in order to complete the review, inspection, or approval of the project, the applicant shall be responsible for reimbursing the Town for the actual and reasonable costs of such review.

2. Deposit Authorized. Pursuant to § 60-12, the Code Enforcement Officer shall require the applicant to submit a deposit, in an amount not to exceed $500, to be applied toward such professional review costs.

3. Application Fee Not Included. The deposit authorized by this Resolution is separate from and in addition to the $250 floodplain development permit application fee required by Town Code § 60-12. The application fee shall not be credited toward, or included as part of, the deposit.

4. Use of Deposit. Deposit funds shall be used solely to reimburse the Town for actual costs incurred for engineering, technical review, inspection, or consultation services related to the application.

5. Refund of Unused Funds. Any portion of the deposit not used for such costs shall be refunded to the applicant upon completion of the review process.

6. Supplement to Fee Schedule. This Resolution shall be deemed to supplement and amend the Schedule of Fees adopted by Resolution 2026-02, and the policies and charges authorized herein shall be incorporated into the Town's Schedule of Fees and carried forward in subsequent years, unless modified or rescinded by resolution or local law of the Town Board.

7. No New Fee Established. This Resolution implements existing authority under § 60-12 of the Town Code and does not establish or increase any permit fee or charge beyond those already authorized by local law.

8. Effective Date. This Resolution shall take effect immediately and shall apply to all pending and future floodplain development permit applications.

BE IT FURTHER RESOLVED, that the Town Clerk is directed to enter this Resolution into the minutes of the Town Board and provide copies to the Code Enforcement Officer and the Town Engineer.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

A motion was made by Councilman Stephan and was seconded by Councilwoman Selby to approve the Use of Facility application from Conservation Advisory Council, February 7, 2026, 8:00 am to 12:00 pm, for Outreach, Town hall community room, kitchen, and bathroom facilities.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

A motion was made by Councilwoman Selby and was seconded by Councilman Penders to approve the Use of Facility application from Conservation Advisory Council, February 21, 2026, 8:00 am to 12:00 pm, Snowshoe and Snowman Event, Town fields, Town hall community room, kitchen, and bathroom facilities.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

Old business:

Supervisor Keding stated that there is no Old business.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

Highway department had been busy plowing snow after significant snowfall and wind. Reminded residents that Christmas trees left by the road need to be called in to Waste Management for pickup.
Stated that highway taxes pay for all highways in Town, not just those directly in front of residents' homes. Crestwood Circle, a one-lane dirt road that was never built to Town specifications or dedicated to the Town, comparing it to other private roads in Boston where residents pay highway taxes but don't receive Town plowing services.

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Councilwoman Selby reported on the following:

Commended the Highway department for their outstanding snow plowing service during the recent storms, noting that Town roads were better maintained than many County and State roads. Thanked Deputy Miller for his thorough update and regular attendance at board meetings.

Councilman Penders reported on the following:

Thanked the Highway Superintendent for keeping the roads clear in the area where we live, the "snow belt".

Councilman Stephan reported on the following:

Encouraged residents to connect with the Town's Facebook page to share information, pictures, and videos about Town events and issues. This helps the Board better understand what's happening in Town, especially during events like recent flooding from snow melt.

Town Clerk Quinlan reported on the following:

January ConnectLife blood drive collected 24 units, helping save 72 local patients. Next blood drive will be February 3rd from 2-7 PM in the community room. Erie County is sponsoring a free rabies vaccination clinic for dogs, indoor and outdoor cats, and ferrets at the North Buffalo Community Center on January 24th. Town Clerk's Annual Report, the office took in over $160,000 in 2025, with $11,000 from hunting and fishing licenses, and over $90,000 from 279 building permits.

Supervisor Keding reported on the following:

Boston EMS Contract, contract negotiations are still underway, with the squad having retained legal counsel. Public input will be solicited when a public hearing is scheduled to present the proposed contract terms.
Water Phase 2: The project will replace water infrastructure along Boston State Road and throughout the community, with bidding expected in mid to late summer pending timelines with the Water Authority and Erie County Department of Health.
Thanked the Board for allowing him to attend the upcoming New York Association of Towns conference in New York City. Legislative updates, previous efforts to exclude EMS services from the tax cap and to designate ambulance service as an essential service in New York State have not been successful.
Supervisor and the Town's Emergency Manager will attend a grid resilience exercise in Elma to prepare for potential power outages. The Town now has a generator to maintain operations during outages.
Meeting regarding fuel tank replacement is scheduled for Monday.
Pleased to hear Deputy Miller's confirmation that the 4-way stop at Eckhardt and Taylor has improved safety.

Suggested residents cut up Christmas trees to fit in WM tote rather than placing them at curbside, which could create safety hazards.

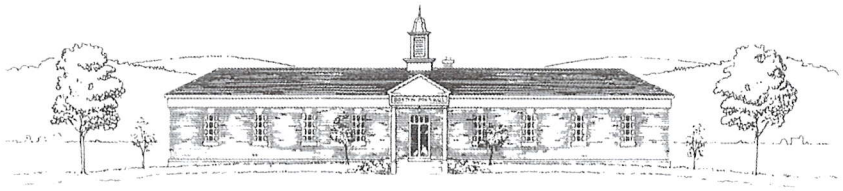
A motion was made by Supervisor Keding and was seconded by Councilwoman Selby to adjourn the meeting at 8:05 p.m.

Supervisor Keding	Yes	Councilman Penders	Yes
Councilwoman Selby	Yes	Councilman Stephan	Yes

four (4) Yes Carried

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SANDRA L. QUINLAN, BOSTON TOWN CLERK



TOWN OF BOSTON

Town Board Meeting: February 4, 2026 Meeting

Abstract #1 – 2025 Payables	Journal #PA-5497	**$ 11,303.83**
Abstract #2 – 2026 Payables	Journal #AP-5498	**$ 126,971.72**
Abstract #3 – Contract Payments	Journal #AP-5487	**$ 40,000.00**
Total Payables Due		**$ 178,275.55**

Breakout by Fund:	**2025**	**2026**	**Total**
General (A) Fund:	$ 6,799.14	$ 99,720.82	$ 106,519.96
Highway (DB) Fund:	$ -	$ 26,742.28	$ 26,742.28
Lighting (L30) Fund:	$ -	$ -	$ -
Fire (SF) Fund:	$ -	$ 60.00	$ 60.00
Ambulance (SM) Fund:	$ 304.69	$ 40,448.62	$ 40,753.31
Refuse & Garbage (SG) Fund:	$ -	$ -	$ -
Water Funds:	$ -	$ -	$ -
Trust & Agency (TA):	$ -	$ -	$ -
Capital Projects (H):	$ 4,200.00	$ -	$ 4,200.00
Total expenses submitted for approval:	**$ 11,303.83**	**$ 166,971.72**	**$ 178,275.55**

TOWN HALL, 8500 BOSTON STATE ROAD, BOSTON, NEW YORK 14025
PHONE: (716) 941-6113 FAX: (716) 941-6116 TDD: 1-800-662-1220

The Town of Boston is an equal opportunity provider and employer.
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

February 4, 2026 - A B S T R A C T – 2025 Payables

Town of Boston
Journal Proof Report
Fiscal Year: 2025

Created By: epericak

Journal Number: PA - 5497 **Journal Desc: AP Batch 56** **Journal Date: 12/31/2025** **Account Period: 13 - Post Closing** **Status: Currently Active**

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 Prior AP Account	12/31/2025	Fund A00 Prior AP Account	$0.00	$6,799.14	$0.00	15
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2025-12-01 December 2025 - Justice Court Funds to State/County	12/31/2025	Vendor#: 178	$3,260.00	$0.00	$0.00	1
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 12/31/25 Reimb. Mileage for Deposits to NBT Bank (Round Trip 6 miles x $0.70/mile x 3 trips) - 12/8, 12/12, 12/23	12/31/2025	Vendor#: 1938	$12.60	$0.00	$0.00	14
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 272208 Project No. 2190909.021- Deanna Drive Subdivision 5/24/25 - 6/20/25 (5.0 hrs)	12/31/2025	Vendor#: 1901	$512.80	$0.00	$0.00	9
A00-1440-0400-0000	ENGINEER- CONTR	LaBella Associates 272207 Project No. 2190909 - General Services (5/24/25 - 6/20/25) - 9 hrs SWPPP Reviews	12/31/2025	Vendor#: 1901	$1,485.00	$0.00	$0.00	10
A00-1620-0400-0000	BUILDINGS- CONTR	ERIE COUNTY WATER AUTHORITY Q4 2025 - Acct. #12810500-5 Acct. #12810500-5 - Town Hall (October 2025 - December 2025)	12/31/2025	Vendor#: 96	$82.65	$0.00	$0.00	4
A00-1620-0400-0000	BUILDINGS- CONTR	John W. Danforth Company SRVCE00063272 Service Call - Troubleshooting Community Room Mini Splits Heat (4 hrs) on 12/3/25	12/31/2025	Vendor#: 1897	$544.00	$0.00	$0.00	13
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	ERIE COUNTY WATER AUTHORITY Q4 2025 - Acct. #60550160-9 Acct. #60550160-9 - Boys & Girls Club (October 2025 - December 2025)	12/31/2025	Vendor#: 96	$78.05	$0.00	$0.00	2
A00-5132-0400-0000	GARAGE-CONTR	ERIE COUNTY WATER AUTHORITY Q4 2025 - Acct. #70542520-4 Acct. #70542520-4 - HWY Barn (October 2025 - December 2026)	12/31/2025	Vendor#: 96	$490.29	$0.00	$0.00	5
A00-6410-0400-0000	PUBLICITY-CONTR	Springville Journal 227626 PH Notice - Battery Storage Moratorium (11/20/25) + Affidavit Fee	12/31/2025	Vendor#: 1869	$53.24	$0.00	$0.00	7
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	LEO JENSEN 12/31/25 MOW Reimb. Meals on Wheels Reimb. 12/31/25 (7 miles x $0.70)	12/31/2025	Vendor#: 225	$4.90	$0.00	$0.00	12
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. December 2025 - Parks December 2025 - Parks Gas (95.80 gallons)	12/31/2025	Vendor#: 90	$224.65	$0.00	$0.00	11
A00-8010-0400-0000	ZONING-CONTR	Springville Journal 227625 ZBA Petitions #649/650/651 (11/20/25) + Affidavit fee	12/31/2025	Vendor#: 1869	$50.96	$0.00	$0.00	6

February 4, 2026 - A B S T R A C T – 2025 Payables

Town of Boston
Journal Proof Report
Fiscal Year: 2025

Created By: epericak

Journal Number: PA - 5497 **Journal Desc: AP Batch 56** **Journal Date: 12/31/2025** **Account Period: 13 - Post Closing** **Status: Currently Active**

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
H04-0600-0000-0000	ACCOUNTS PAYABLE	Fund H04 Prior AP Account	12/31/2025	Fund H04 Prior AP Account	$0.00	$4,200.00	$0.00	17
H04-8340-0200-0000	WATERLINE REPLACEMENTS - PHASE 1	CPL 114748 Project No. R22.16751.00 - Design of 10,700 ft. Water Main (Water Phase 1) - Services ending 12/31/2025	12/31/2025	Vendor#: 1918	$4,200.00	$0.00	$0.00	8
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 Prior AP Account	12/31/2025	Fund SM0 Prior AP Account	$0.00	$304.69	$0.00	16
SM0-4540-0400-0000	CONTRACTUAL	ERIE COUNTY WATER AUTHORITY Q4 2025 - Acct. #12810600-7 Acct. #12810600-7 - Boston EMS (October 2025 - December 2025)	12/31/2025	Vendor#: 96	$304.69	$0.00	$0.00	3
Total Number of 17 Transactions			**No Errors**		**$11,303.83**	**$11,303.83**	**$0.00**	

PA - 5497 Summary By Fund Number

Fund	Debit	Credit	ENC\LIQ
A00	$6,799.14	$6,799.14	$0.00
H04	$4,200.00	$4,200.00	$0.00
SM0	$304.69	$304.69	$0.00
Total	**$11,303.83**	**$11,303.83**	**$0.00**

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK_____DATE_____

February 4, 2026 - A B S T R A C T – 2026 Payables

Town of Boston
Journal Proof Report
Fiscal Year: 2026

Created By: epericak

Journal Number: AP - 5498 **Journal Desc: AP Batch 4** **Journal Date: 2/4/2026** **Account Period: 2 - Feb** **Status: Currently Active**

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	2/4/2026	Fund A00 AP Account	$0.00	$99,720.82	$0.00	85
A00-1010-4000-0000	TOWN BD-CONTR	Robert Penders 1/16/26 Reimb. Reimbursement for 2026 Association of Towns Newly Elected Official Training 1/13/26 - 1/16/26	2/4/2026	Vendor#: 1861	$657.00	$0.00	$0.00	20
A00-1010-4000-0000	TOWN BD-CONTR	Robert Penders 1/16/26 Reimb. Reimbursement for 2026 Association of Towns Newly Elected Official Training 1/13/26 - 1/16/26	2/4/2026	Vendor#: 1861	$66.00	$0.00	$0.00	21
A00-1010-4000-0000	TOWN BD-CONTR	Robert Penders 1/16/26 Reimb. Reimbursement for 2026 Association of Towns Newly Elected Official Training 1/13/26 - 1/16/26	2/4/2026	Vendor#: 1861	$26.12	$0.00	$0.00	22
A00-1010-4000-0000	TOWN BD-CONTR	Robert Penders 1/16/26 Reimb. Reimbursement for 2026 Association of Towns Newly Elected Official Training 1/13/26 - 1/16/26	2/4/2026	Vendor#: 1861	$437.90	$0.00	$0.00	23
A00-1010-4000-0000	TOWN BD-CONTR	Robert Penders 1/16/26 Reimb. Reimbursement for 2026 Association of Towns Newly Elected Official Training 1/13/26 - 1/16/26	2/4/2026	Vendor#: 1861	$181.78	$0.00	$0.00	24
A00-1110-4000-0000	TOWN JUSTICE-CONTR	NYSAMCC, Inc. 2026 Dues 2026 Membership Dues for Karen Miller & Rebecca Neudeck	2/4/2026	Vendor#: 1763	$120.00	$0.00	$0.00	45
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 1/30/26 Reimb. Mileage for Deposits to NBT Bank (Round Trip 6 miles x $0.725/mile x 5 trips) - 1/6, 1/16, 1/23, 1/27, 1/30	2/4/2026	Vendor#: 1938	$21.75	$0.00	$0.00	75
A00-1220-0400-0000	SUPERVISOR- CONTR	ASSOCIATION OF TOWNS 2/2/26 Order Town Law Manal (x2), 250th Commemorative Book (x2)	2/4/2026	Vendor#: 34	$30.00	$0.00	$0.00	76
A00-1220-0400-0000	SUPERVISOR- CONTR	Jason Keding 1/22/26 Association of Erie County Gov't Meeting - 1/22/26	2/4/2026	Vendor#: 1568	$65.00	$0.00	$0.00	25
A00-1220-0400-0000	SUPERVISOR- CONTR	NYSSMFO 2026 Membership Dues Membership to NYS Society of Municipal Finance Officers for Ellie Pericak	2/4/2026	Vendor#: 2052	$50.00	$0.00	$0.00	36
A00-1220-0400-0000	SUPERVISOR- CONTR	NYS GFOA INV_54002 Elysia Pericak - Foundations Internal Control (GFI) Webinar	2/4/2026	Vendor#: 433	$170.00	$0.00	$0.00	37
A00-1220-0400-0000	SUPERVISOR- CONTR	NYS GFOA INV_53991 2026 Membership for Elysia Pericak	2/4/2026	Vendor#: 433	$190.00	$0.00	$0.00	38
A00-1220-0400-0000	SUPERVISOR- CONTR	NYS GFOA INV_54000 Elysia Pericak - Foundations Cash Management (GFI) Webinar	2/4/2026	Vendor#: 433	$170.00	$0.00	$0.00	39

Town of Boston
Journal Proof Report
Fiscal Year: 2026

Created By: epericak

Journal Number: AP - 5498 **Journal Desc: AP Batch 4** **Journal Date: 2/4/2026** **Account Period: 2 - Feb** **Status: Currently Active**

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-1220-0400-0000	SUPERVISOR- CONTR	NYS GFOA INV_54064 Elysia Pericak - Ethics for Everyone (GFI) Webinar	2/4/2026	Vendor#: 433	$100.00	$0.00	$0.00	40
A00-1620-0400-0000	BUILDINGS- CONTR	Kinsley Group, Inc. SCHED0203019 Preventive Maintenance on Town Hall Generator - Contract #0607287 (Resolution 2025-108)	2/4/2026	Vendor#: 2144	$344.00	$0.00	$0.00	43
A00-1620-0400-0000	BUILDINGS- CONTR	Capstream Technologies, LLC 386394 Courtroom Audio System Repair	2/4/2026	Vendor#: 1942	$200.00	$0.00	$0.00	29
A00-1620-0400-0000	BUILDINGS- CONTR	Constellation NewEnergy, Inc. 72189789401 Acct. #15447649 - NYSEG Energy Supply - Town Hall (1/26) 12320 kwh	2/4/2026	Vendor#: 2100	$987.31	$0.00	$0.00	15
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301011426 Acct. #142054301 - Elevator Phone (1/15/26 - 2/14/26)	2/4/2026	Vendor#: 1242	$40.00	$0.00	$0.00	2
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701012126 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (1/29/26 - 2/28/26)	2/4/2026	Vendor#: 1242	$340.00	$0.00	$0.00	80
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 141759701012126 Acct. #141759701 - Town Hall - Fax/Internet/Alarms (1/29/26 - 2/28/26)	2/4/2026	Vendor#: 1242	$150.00	$0.00	$0.00	81
A00-1620-0400-0000	BUILDINGS- CONTR	Amherst Alarm, Inc. 7779271 Moved panic button to a new desk (Code Office)	2/4/2026	Vendor#: 1892	$165.00	$0.00	$0.00	66
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4257596486 Town Hall, Highway, Trooper Barracks Mats & Supplies	2/4/2026	Vendor#: 1758	$194.03	$0.00	$0.00	69
A00-1620-0400-0000	BUILDINGS- CONTR	Cintas 4257596486 Town Hall, Highway, Trooper Barracks Mats & Supplies	2/4/2026	Vendor#: 1758	$45.04	$0.00	$0.00	71
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 1/26 - Acct. #1003-3567-107 Acct. #1003-3567-107 - Boys & Girls Club (4297 kwh)	2/4/2026	Vendor#: 37	$228.39	$0.00	$0.00	8
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Constellation NewEnergy, Inc. 72198804901 Acct. #15446179 - NYSEG Energy Supply - Boys & Girls Club (1/26) 4297 kwh	2/4/2026	Vendor#: 2100	$344.89	$0.00	$0.00	1
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Certified Pest Solutions 65195 January 2026 Pest Control Services - Rec Center	2/4/2026	Vendor#: 1811	$55.00	$0.00	$0.00	42
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Certified Pest Solutions 65418 (0825) January 2026 Pest Control Services - Trooper Barracks	2/4/2026	Vendor#: 1811	$55.00	$0.00	$0.00	41

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	John W. Danforth Company SRVCE00063273 Service Call - Trooper Barracks - Condenser fan change out and changed out back capacitor on two units	2/4/2026	Vendor#: 1897	$1,043.62	$0.00	$0.00	27
A00-1620-0404-0000	BUILDING- CONTR- TROOPER BARRACKS	Cintas 4257596486 Town Hall, Highway, Trooper Barracks Mats & Supplies	2/4/2026	Vendor#: 1758	$137.74	$0.00	$0.00	70
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	Vaspian, LLC INV-044741 February 2026 Billing - VOIP Phone Systems (20 extensions)	2/4/2026	Vendor#: 1947	$408.00	$0.00	$0.00	78
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	GENERAL CODE PUBLISHERS GC00133632 eCode360 Annual Maintenance Fee (Online code Book) 2/1/26 - 1/31/27	2/4/2026	Vendor#: 58	$1,295.00	$0.00	$0.00	73
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	LiftOff LLC 8510ADD7 Exchange Online Plan (add 1 license)	2/4/2026	Vendor#: 1607	$48.00	$0.00	$0.00	30
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	LiftOff LLC 8510REN2026 Exchange Online Plan 1 (23 licenses) & Exchange Online Plan 2 (1 licenses) & M365 Apps for Enterprise (4 Licenses)	2/4/2026	Vendor#: 1607	$1,104.00	$0.00	$0.00	31
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	LiftOff LLC 8510REN2026 Exchange Online Plan 1 (23 licenses) & Exchange Online Plan 2 (1 licenses) & M365 Apps for Enterprise (4 Licenses)	2/4/2026	Vendor#: 1607	$45.60	$0.00	$0.00	32
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	LiftOff LLC 8510REN2026 Exchange Online Plan 1 (23 licenses) & Exchange Online Plan 2 (1 licenses) & M365 Apps for Enterprise (4 Licenses)	2/4/2026	Vendor#: 1607	$576.00	$0.00	$0.00	33
A00-1650-0400-0000	CENT COMMUNICATIONS-CONTR	LOGICS 26-IN2495 Annual Hosting Fee for Logics (1/1/26 - 12/31/26)	2/4/2026	Vendor#: 1549	$3,433.98	$0.00	$0.00	26
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 41053253 Agreement #018-1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier, late fee	2/4/2026	Vendor#: 2039	$171.13	$0.00	$0.00	34
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	WNY IMAGING SYSTEMS 363496 Kyocera/TASKalfa 358ci (Supervisor's Office Printer)- Q1 Contract Charge; supplies	2/4/2026	Vendor#: 1239	$112.82	$0.00	$0.00	28
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	GreatAmerica Financial Svcs. 41053253 Agreement #018-1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier, late fee	2/4/2026	Vendor#: 2039	$26.00	$0.00	$0.00	35
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	Rotella Grant Management 02012026 February 2026 - Grant Writing Services	2/4/2026	Vendor#: 2056	$1,900.00	$0.00	$0.00	72
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 72191785201 Acct. #15446171 - NYSEG Energy Supply - Boston State Signal (1/26) 53 kwh	2/4/2026	Vendor#: 2100	$4.25	$0.00	$0.00	12

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 72191788001 Acct. #15446178 - NYSEG Energy Supply - Boston Cross Signal (1/26) 268 kwh	2/4/2026	Vendor#: 2100	$21.51	$0.00	$0.00	13
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 72191786801 Acct. #15446175 - NYSEG Energy Supply - Boston Colden Signal (1/26) 10 kwh	2/4/2026	Vendor#: 2100	$0.80	$0.00	$0.00	16
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/26 - Acct. #1001-9307-296 Acct. # 1001-9307-296 - Boston Colden Signal (10 kwh)	2/4/2026	Vendor#: 37	$24.31	$0.00	$0.00	5
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/26 - Acct. #1001-9308-690 Acct. #1001-9308-690 - Boston Cross Signal (268 kwh)	2/4/2026	Vendor#: 37	$61.11	$0.00	$0.00	6
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 1/26 - Acct. #1001-9309-037 Acct. #1001-9309-037 - Boston State Signal (53 kwh)	2/4/2026	Vendor#: 37	$30.45	$0.00	$0.00	7
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Amazon Capital Services 1TRQ-M4K9-N1DL CODE ENFORCEMENT: Legal Pads, Pens, Drawer Organizers, Wastebasket, Air Duster Cleaner	2/4/2026	Vendor#: 2003	$101.22	$0.00	$0.00	44
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Shawn Vanderdoes January 2026 Mileage January 2026 - Mileage (183 miles x $0.725 per mile)	2/4/2026	Vendor#: 1926	$132.68	$0.00	$0.00	83
A00-5010-0400-0000	HIGHWAY SUPT-CONTR	EATON OFFICE SUPPLY CO., INC. PINV1319143 Highway Super: Wall Calendar	2/4/2026	Vendor#: 1320	$12.16	$0.00	$0.00	55
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4257071882 HIGHWAY: Uniforms	2/4/2026	Vendor#: 1758	$81.27	$0.00	$0.00	57
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4256308583 HIGHWAY: Uniforms	2/4/2026	Vendor#: 1758	$81.27	$0.00	$0.00	53
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4257596486 Town Hall, Highway, Trooper Barracks Mats & Supplies	2/4/2026	Vendor#: 1758	$65.04	$0.00	$0.00	67
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4257596486 Town Hall, Highway, Trooper Barracks Mats & Supplies	2/4/2026	Vendor#: 1758	$66.06	$0.00	$0.00	68
A00-5132-0400-0000	GARAGE-CONTR	Charter Communications 144899501012126 Acct. #144899501 - HWY - Fax/Alarm/Cable (1/29/26 - 2/28/26)	2/4/2026	Vendor#: 1242	$67.98	$0.00	$0.00	82
A00-5132-0400-0000	GARAGE-CONTR	Constellation NewEnergy, Inc. 72189789601 Acct. #15446170 - NYSEG Energy Supply - HWY Barn (1/26) 2820 kwh	2/4/2026	Vendor#: 2100	$225.87	$0.00	$0.00	14
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	LEO JENSEN 1/28/26 MOW Reimb. Meals on Wheels Reimb. Jan 2026 (41 miles x $0.725)	2/4/2026	Vendor#: 225	$29.73	$0.00	$0.00	46
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	Visa 9957 - January 2026 January 2026 Visa Bill - Pizzas for Nutrition Program	2/4/2026	Vendor#: 1863	$97.82	$0.00	$0.00	84

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
A00-7110-0400-0000	PARKS- CONTR	NYSEG 1/26 - Acct. #1009-1678-366 Acct. #1009-1678-366 - N. Boston Park (437 kwh)	2/4/2026	Vendor#: 37	$92.25	$0.00	$0.00	19
A00-7110-0400-0000	PARKS- CONTR	NYSEG 1/26 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (185 kwh)	2/4/2026	Vendor#: 37	$49.18	$0.00	$0.00	3
A00-7110-0400-0000	PARKS- CONTR	Constellation NewEnergy, Inc. 72226477101 Acct. #15446167 - NYSEG Energy Supply - N. Boston Park (1/26) 437 kwh	2/4/2026	Vendor#: 2100	$35.19	$0.00	$0.00	11
A00-7110-0400-0000	PARKS- CONTR	Constellation NewEnergy, Inc. 72212689501 Acct. #15446177 - NYSEG Energy Supply - Town Hall Park (1/26) 185 kwh	2/4/2026	Vendor#: 2100	$14.88	$0.00	$0.00	17
A00-7310-0400-0000	YOUTH PROGRAMS-CONTR	Boys & Girls Club of Orchard Park 2026 Payment Funding for Services 1/1/26 - 12/31/26 Per Management Agreement	2/4/2026	Vendor#: 1905	$75,000.00	$0.00	$0.00	74
A00-7510-0401-0000	HISTORIAN- CONTR	ASSOCIATION OF TOWNS 2/2/26 Order Town Law Manal (x2), 250th Commemorative Book (x2)	2/4/2026	Vendor#: 34	$40.00	$0.00	$0.00	77
A00-8020-0400-0000	PLANNING- CONTR	NY PLANNING FEDERATION 19335 2026 Membership Dues	2/4/2026	Vendor#: 366	$295.00	$0.00	$0.00	47
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260120109395 Health Insurance Premiums - February 2026	2/4/2026	Vendor#: 1378	$6,227.02	$0.00	$0.00	48
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A100213-IN HRA Admin Fee - January 2026	2/4/2026	Vendor#: 2054	$52.80	$0.00	$0.00	64
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 778245 Employee Funded Supplemental Health Ins. - January 2026	2/4/2026	Vendor#: 1887	$1,074.87	$0.00	$0.00	9
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	2/4/2026	Fund DB0 AP Account	$0.00	$26,742.28	$0.00	87
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	Superior Lubricants Company, Inc. 981360 Ultrapure Diesel Exhaust Fluid; 55 GL Drum Deposit; Fuel Surcharge; Drum Deposit return	2/4/2026	Vendor#: 2034	$269.00	$0.00	$0.00	51
DB0-5110-0410-0000	GEN REPAIRS-FUEL & DIESEL	NOCO ENERGY CORP. SP13226705 450.00 gallons of Gas ($2.0143/gallon)	2/4/2026	Vendor#: 543	$908.60	$0.00	$0.00	59
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 139595 Testing of 2024 CV Light	2/4/2026	Vendor#: 134	$13.95	$0.00	$0.00	60
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	VALLEY FAB & EQUIP, INC. 139788 APSCO Air Cylinder for Truck #04	2/4/2026	Vendor#: 134	$125.00	$0.00	$0.00	58
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FPS Hydraulics 14581 Magister cylinder, Air vent, Hydraulic adaptor for '04 Oshkosh	2/4/2026	Vendor#: 1988	$320.23	$0.00	$0.00	56
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 131459374 4" Fuel Cap with 12" chain	2/4/2026	Vendor#: 177	$58.99	$0.00	$0.00	52

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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Fastenal Company NYORC96877 Hex Nuts, Hex Cap Screws, Lock Nuts, General Purpose Flat Washers, Medium Split Lock Washers, Cotter Pins	2/4/2026	Vendor#: 1598	$201.22	$0.00	$0.00	54
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Linde Gas & Equipment Inc. 54482655 Acetylene & Oxygen Cylinder Rental (12/20/25 - 1/20/26)	2/4/2026	Vendor#: 2009	$187.72	$0.00	$0.00	50
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	Compass Minerals America 1602833 Salt (77.66 tons) - Tickets 9751680, 9751798	2/4/2026	Vendor#: 1694	$4,487.97	$0.00	$0.00	61
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	Compass Minerals America 1604086 Salt (143.49 tons) - Tickets 9751889, 9751907, 9751918, 9751926	2/4/2026	Vendor#: 1694	$8,292.29	$0.00	$0.00	62
DB0-5142-0400-0000	SNOW REMOVAL-CONTRACTUAL	Compass Minerals America 1604074 Salt (74.99 tons) - Tickets 9751846, 9020766	2/4/2026	Vendor#: 1694	$4,333.67	$0.00	$0.00	63
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260120109395 Health Insurance Premiums - February 2026	2/4/2026	Vendor#: 1378	$6,547.10	$0.00	$0.00	49
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A100213-IN HRA Admin Fee - January 2026	2/4/2026	Vendor#: 2054	$46.20	$0.00	$0.00	65
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 778245 Employee Funded Supplemental Health Ins. - January 2026	2/4/2026	Vendor#: 1887	$950.34	$0.00	$0.00	10
SF0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SF0 AP Account	2/4/2026	Fund SF0 AP Account	$0.00	$60.00	$0.00	88
SF0-3410-0401-0000	CONTRACTS	HEALTHWORKS-WNY, LLP 542316 North Boston Fire Co. - Respirator Test (1/13/26)	2/4/2026	Vendor#: 1499	$60.00	$0.00	$0.00	79
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	2/4/2026	Fund SM0 AP Account	$0.00	$448.62	$0.00	86
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 1/26 - Acct. #1001-6047-341 Acct. #1001-6047-341 - Boston EMS Building (3105 kwh)	2/4/2026	Vendor#: 37	$198.89	$0.00	$0.00	4
SM0-4540-0400-0000	CONTRACTUAL	Constellation NewEnergy, Inc. 72216688901 Acct. #15446173 - NYSEG Energy Supply - Boston EMS Building (1/26) 3105 kwh	2/4/2026	Vendor#: 2100	$249.73	$0.00	$0.00	18
Total Number of 88 Transactions			**No Errors**		**$126,971.72**	**$126,971.72**	**$0.00**	

AP - 5498 Summary By Fund Number

Fund	Debit	Credit	ENC\LIQ
A00	$99,720.82	$99,720.82	$0.00
DB0	$26,742.28	$26,742.28	$0.00
SF0	$60.00	$60.00	$0.00

February 4, 2026 - A B S T R A C T – 2026 Payables

Town of Boston
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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
SM0	$448.62	$448.62	$0.00					
Total	**$126,971.72**	**$126,971.72**	**$0.00**					

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK_____DATE_____

February 4, 2026 - A B S T R A C T – Contract Payments

Town of Boston
Journal Proof Report
Fiscal Year: 2026

Created By: epericak

Journal Number: AP - 5487 **Journal Desc: AP Batch 5** **Journal Date: 1/30/2026** **Account Period: 1 - Jan** **Status: Currently Active**

Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	1/30/2026	Fund SM0 AP Account	$0.00	$40,000.00	$0.00	3
SM0-4540-0400-0000	CONTRACTUAL	BOSTON EMERGENCY SQUAD 2026 Pymt 1 EMS Contract 2026 - 1st Payment	1/30/2026	Vendor#: 430	$27,000.00	$0.00	$0.00	1
SM0-4540-0400-0000	CONTRACTUAL	BOSTON EMERGENCY SQUAD 2026 Pymt 1 EMS Contract 2026 - 1st Payment	1/30/2026	Vendor#: 430	$13,000.00	$0.00	$0.00	2
Total Number of 3 Transactions			**No Errors**		**$40,000.00**	**$40,000.00**	**$0.00**	

AP - 5487 Summary By Fund Number

Fund	Debit	Credit	ENC\LIQ
SM0	$40,000.00	$40,000.00	$0.00
Total	**$40,000.00**	**$40,000.00**	**$0.00**

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK_____DATE_____

County of Erie

DANIEL CASTLE, AICP
Commissioner

DEPARTMENT OF ENVIRONMENT AND PLANNING
Division of Sewerage Management

JOSEPH FIEGL, P.E., BCEE
Deputy Commissioner

December 29, 2025

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

Dear Supervisor Keding:

It is my pleasure to inform you that you have been reappointed to the Erie County Sewer District No. 3 Board of Managers. Your appointment is for a two-year term which will expire on December 31, 2027. Enclosed for your use is a copy of the meeting schedule for 2026; please mark your calendars.

Thank you for serving on the Board during your past term. By agreeing to serve again, you are helping to respond to the needs of Erie County. I look forward to working with you in 2026.

Sincerely,

Joseph Fiegl, P.E., BCEE
Deputy Commissioner

Encl.
JLF.bp

COUNTY OF ERIE

January 22, 2026

CERTIFICATE AND NOTICE OF CLOSURE

STATE OF NEW YORK:
COUNTY OF ERIE: }SS

This is to certify that the Commissioner – Highways has jurisdiction of the highways of the County of Erie and does hereby restrict traffic patterns for that portion of the highway in the Town of Boston, said County, known as Erie, and described as follows:

Restriction:

The portion of Boston State Road (CR-227) between Thornwood Rd. and Wildwood Dr. will have a shoulder closure. This restriction will begin February 5, with an estimated completion date of February 19, or until complete. Working hours will be from 7:30 a.m. to 4 p.m. daily. This restriction is for the purpose of utility work. Spectrum Northeast LLC will be performing the work.

A restriction is executed under Article V, Section 104A of the Highway Law in order to permit a proper completion of work of improvement thereon.

IN WITNESS WHEREOF: The undersigned has, on this 22nd day of January, 2026, set his hand in Buffalo, New York.

Very truly yours,

Karen Hoak for
WILLIAM E. GEARY, JR.
COMMISSIONER OF PUBLIC WORKS

WEG/GES

cc: See Attached List

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 07/01/2025 to 07/31/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Jul-2025	Total
EMS	EMS	51	51
MVA	Auto Accident	3	3
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	58	**58**

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 07/01/2025 to 07/31/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Jul-2025	Total
EMS	EMS	3	3
MVA	Auto Accident	1	1
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	3	3
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	3	3
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	15	15

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 07/01/2025 to 07/31/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Jul-2025	Total
EMS	EMS	2	2
MVA	Auto Accident	1	1
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	4	4
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	14	14

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 07/01/2025 to 07/31/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Jul-2025	Total
EMS	EMS	2	2
MVA	Auto Accident	2	2
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	5	5
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	16	16

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 08/01/2025 to 08/31/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Aug-2025	Total
EMS	EMS	48	48
MVA	Auto Accident	4	4
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	57	57

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 08/01/2025 to 08/31/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Aug-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	4	4
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	13	13

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 08/01/2025 to 08/31/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Aug-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	2	2
FULL	Full Assignment	5	5
PRELIM	Preliminary Assignment	5	5
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	15	15

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 08/01/2025 to 08/31/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Aug-2025	Total
EMS	EMS	3	3
MVA	Auto Accident	2	2
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	4	4
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	14	14

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2025 to 09/30/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Sep-2025	Total
EMS	EMS	53	53
MVA	Auto Accident	3	3
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	3	3
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	59	59

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2025 to 09/30/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Sep-2025	Total
EMS	EMS	0	0
MVA	Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	4	4
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	10	10

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2025 to 09/30/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Sep-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	2	2
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	9	9

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 09/01/2025 to 09/30/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Sep-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	1	1
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	4	4

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2025 to 10/31/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Oct-2025	Total
EMS	EMS	41	41
MVA	Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	44	44

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2025 to 10/31/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Oct-2025	Total
EMS	EMS	0	0
MVA	Auto Accident	1	1
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	5	5

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2025 to 10/31/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Oct-2025	Total
EMS	EMS	2	2
MVA	Auto Accident	1	1
FULL	Full Assignment	3	3
PRELIM	Preliminary Assignment	4	4
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	1	1
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	12	12

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 10/01/2025 to 10/31/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Oct-2025	Total
EMS	EMS	2	2
MVA	Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	6	6

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 11/01/2025 to 11/30/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Nov-2025	Total
EMS	EMS	32	32
MVA	Auto Accident	6	6
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	38	38

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 11/01/2025 to 11/30/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Nov-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	4	4
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	1	1
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	8	8

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 11/01/2025 to 11/30/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Nov-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	5	5
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	7	7

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 11/01/2025 to 11/30/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Nov-2025	Total
EMS	EMS	4	4
MVA	Auto Accident	2	2
FULL	Full Assignment	0	0
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	7	7

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 12/01/2025 to 12/31/2025

Agency: Boston Emergency Squad

Code	Dispatch Call Type	Dec-2025	Total
EMS	EMS	43	43
MVA	Auto Accident	7	7
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	0	0
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	0	0
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	52	52

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 12/01/2025 to 12/31/2025

Agency: Boston Fire Department

Code	Dispatch Call Type	Dec-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	4	4
FULL	Full Assignment	4	4
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	2	2
SERVICE	Public Relation Calls	5	5
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	18	18

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 12/01/2025 to 12/31/2025

Agency: North Boston Fire Department

Code	Dispatch Call Type	Dec-2025	Total
EMS	EMS	3	3
MVA	Auto Accident	5	5
FULL	Full Assignment	2	2
PRELIM	Preliminary Assignment	1	1
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	2	2
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	13	13

Dispatch Call Type Summary

This Report uses the NFIRS History

Hamburg Public Safety Dispatch

Date Range: From 12/01/2025 to 12/31/2025

Agency: Patchin Fire Department

Code	Dispatch Call Type	Dec-2025	Total
EMS	EMS	1	1
MVA	Auto Accident	2	2
FULL	Full Assignment	1	1
PRELIM	Preliminary Assignment	2	2
HAZMAT	Hazmat Assignment	0	0
SPECIAL	Special Equip - M/A	0	0
SERVICE	Public Relation Calls	4	4
W	Water Rescue Assignment	0	0
REFER	Referral	0	0
TEST	TEST - DISREGARD	0	0
SWAT	SWAT	0	0
	Total	10	10

Town of Concord

Town Code and Zoning Law Revisions

JAN 20 2026 AM 11:18

State Environmental Quality Review
Negative Declaration
Notice of Determination of Non-Significance

Lead Agency: Town of Concord **Date:** 1/8/2026

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law. The Town of Concord, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and an Environmental Impact Statement will not be prepared.

Name of Action: Town of Concord – Town Code and Zoning Revisions
Description of Action:
Adoption of revised Town Code and Zoning Law for the Town of Concord. The code has been revised after review of the Planning Board, Town Board, Town Clerk, Town Attorney, Town Insurance Provider, and Town Engineer as applicable. The revisions are intended to keep the Town Code and Zoning up to date and relevant.

Location: Town of Concord
Reasons Supporting this Documentation:

1. The code and zoning law changes proposed are an administrative change and will not have a negative environmental impact. Future projects within the Town are subject to following the revised code and zoning law and should implement the SEQR review process where appropriate and required. Projects should be reviewed by the County, State, or other regulatory agencies as appropriate and when required.

For Further Information and Review of the Full Environmental Assessment Form:

Contact Person: Phil Drozd, Town of Concord Supervisor
Address: 86 Franklin Street
P.O. Box 368
Concord, New York 14141
Telephone: (716)-532-4948
Email: concordsupervisor@gmail.com

A Copy of this Notice was sent to:

NYS Department of Environmental Conservation, Region 9
NYS Department of Agriculture and Markets
Erie County Environment and Planning – Office of Economic Development
Erie County Environment and Planning – Office of Agriculture
Town of North Collins
Town of Collins
Town of Boston
Town of Colden
Town of East Otto
Town of Sardinia
Village of Springville

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Concord - Town Code and Zoning Law Revisions		
Project Location (describe, and attach a general location map): Town of Concord		
Brief Description of Proposed Action (include purpose or need): Adoption of revised Town Code and Zoning Law for the Town of Concord. The code has been revised after review of the Planning Board, Town Board, Town Clerk, Town Attorney, Town Insurance Provider, and Town Engineer as applicable. The revisions are intended to keep the Town Code and Zoning up to date and relevant. Revised chapters include: Chapter 1: Adoption of Code, Chapter 4: Assessor,Chapter 18: Ethics, Code of, Chapter 53: Animals, Chapter 57: Bingo, Chapter 58: Buildings, Number of, Chapter 62: Checks, Returned, Chapter 68: Fees, Chapter 76: Flood Damage Prevention, Chapter 78: Furnaces, Outdoor, Chapter 80: Games of Chance, Chapter 93: Manufactured Homes, Chapter 94: Mobile Homes, Chapter 106: Records, Chapter 114: Sewers, Chapter 125: Streets and Sidewalks, Chapter 129: Subdivision of Land, Chapter 147: Water, Chapter 150: Zoning, Chapter 157: Drug and Alcohol Testing Policy, Chapter 162: Fee Schedule, Chapter 173: Investment Policy, Chapter 184: Grandfathered Lots, Chapter 190: Personnel Policies, Chapter 199: Smoking		
Name of Applicant/Sponsor: Town of Concord	Telephone: 716-592-4946 E-Mail: townclerk@townofconcordny.com	
Address: 86 Franklin Street, PO Box 368		
City/PO: Springville	State: NY	Zip Code: 14141
Project Contact (if not same as sponsor; give name and title/role): Phil Drozd- Town Supervisor	Telephone: 716-592-4948 E-Mail: concordsupervisor@gmail.com	
Address: 86 Franklin Street, PO Box 368		
City/PO: Springville	State: NY	Zip Code: 14141
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town Board to adopt Code and Zoning Laws	Fall 2025
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Planning Board review and propose	Fall 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	County Planning Board review of Code and Zoning Laws	Winter 2025/26
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☒No

If Yes, identify the plan(s): Not Located in Erie Canal Corridor

NYS Heritage Areas:West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☑Yes☐No

If Yes, identify the plan(s):

Code and Zoning Law Changes apply to entire Town

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Code and Zoning Law Changes apply to entire Town

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? primarily Springville-Griffith Institute Central School District, small portion of North Collins Central , and Eden Central

b. What police or other public protection forces serve the project site?
Erie County Sheriff, NYS Police

c. Which fire protection and emergency medical services serve the project site?
East Concord VFD, Morton's Corners VFD, Springville VFD, Mercy EMS, Boston VFD, Bertrand Chaffee Hospital, WellNow Urgent Care

d. What parks serve the project site?
Town of Concord Town Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☐No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☐No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☐No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i .What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☐No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☐No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☐No

If yes:

i. Provide details including sources, time of day and duration:

_____

_____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe: _____

_____

n. Will the proposed action have outdoor lighting? ☐Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

_____

_____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☐No

Describe: _____

_____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☐No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

_____

_____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☐No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐No

If Yes:

i. Describe proposed treatment(s):

_____

_____

_____

_____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____

_____

- Operation: _____

_____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____

_____

- Operation: _____

_____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes☐No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☐No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☐No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☐No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☐No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? ☐Yes☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 838-113, 837-239, 837-242, 837-246, 837-247, 83... Classification C, A(T), C(TS), B, C(T)
- Lakes or Ponds: Name 838-102, 838-103, 838-104, 838-112, 838-113, 83... Classification C, C(T)
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☑Yes☐No

j. Is the project site in the 100-year Floodplain? ☑Yes☐No

k. Is the project site in the 500-year Floodplain? ☑Yes☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes☐No
If Yes:

i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names:Cattaraugus Creek SSA

m. Identify the predominant wildlife species that occupy or use the project site:

n. Does the project site contain a designated significant natural community? ☑ Yes ☐ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): Rich Hemlock-Hardwood Peat Swamp, Black Spruce-Tamarack Bog, Dwarf Shrub Bog, Hemlock-Northern Hardwood Forest

ii. Source(s) of description or evaluation:

iii. Extent of community/habitat:

- Currently: 27.26, 13.32, 5.24, 14024.96 acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:

i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑ Yes ☐ No

If Yes, provide county plus district name/number: ERIEc15

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No

i. If Yes: acreage(s) on project site?

ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No

If Yes:

i. CEA name:

ii. Basis for designation:

iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: United States Post Office-Springville, Buffalo, Rochester & Pittsburgh Railroad Station, East Main–Mechanic Streets ...

iii. Brief description of attributes on which listing is based:

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

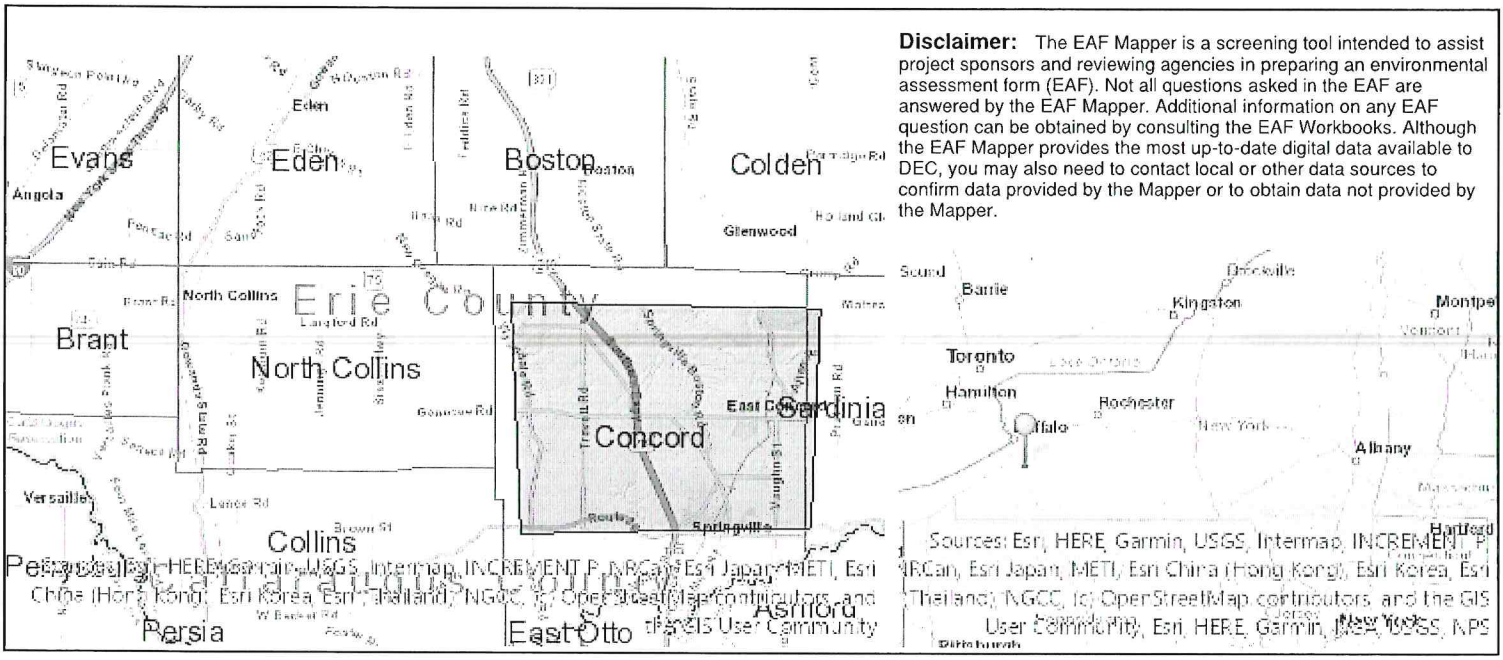
Applicant/Sponsor Name Town of Concord Date 11/25/25

Signature Phil Drozd Title Phil Drozd - Town Supervisor

PRINT FORM

EAF Mapper Summary Report

Monday, November 17, 2025 12:00 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor Not Applicable
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	838-113, 837-239, 837-242, 837-246, 837-247, 837-256, 838-84, 838-87, 837-161, 837-170, 837-171, 838-89, 838-90, 838-91, 838-92, 838-92.1, 838-95.1, 838-96, 838-99, 837-172, 838-101, 838-103
E.2.h.iv [Surface Water Features - Stream Classification]	C, A(T), C(TS), B, C(T)

E.2.h.iv [Surface Water Features - Lake/Pond Name]	838-96, 838-97, 838-98
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C, C(T)
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names:Cattaraugus Creek SSA
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Rich Hemlock-Hardwood Peat Swamp, Black Spruce-Tamarack Bog, Dwarf Shrub Bog, Hemlock-Northern Hardwood Forest
E.2.n.i [Natural Communities - Acres]	27.26, 13.32, 5.24, 14024.96
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ERIEc15
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	United States Post Office-Springville, Buffalo, Rochester & Pittsburgh Railroad Station, East Main--Mechanic Streets Historic District, First Baptist Church of Springville, East Hill Historic District, West End Historic District, Fiddler's Green Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [If Applicable]

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

In Part 2 of the Full Environmental Assessment form it was determined that this action will not result in a significant adverse environmental impact. The zoning law changes are an administrative change and will not have a negative environmental impact. Future projects within the Town are subject to following the revised zoning law and should implement the SEQR review process where appropriate and required. Projects should be reviewed by the County, State, or other regulatory agencies as appropriate and when required.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Project Description, Negative Declaration - Notice of Determination of Non-Significance

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Concord as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Town of Concord Code and Zoning Law Revisions

Name of Lead Agency: Town of Concord

Name of Responsible Officer in Lead Agency: Phil Drozd Phillip Drozd 1/6/26

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Jonathan Bogen Date: 12/29/2025

For Further Information:

Contact Person: Phil Drozd

Address: 86 Franklin Street, P.O. Box 368, Springville, New York 14141

Telephone Number: 716-532-4948

E-mail: concordsupervisor@gmail.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization Hillside Riders Date 1/27/26

Name of person responsible for facilities Rae Gregg

Title Leader

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: 40-50

Date(s) Requested* 2/9 + 2/23 Time 6 PM Type of Event: 4-H Meeting

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

X 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: Rae Gregg

Upon Completion, please submit to Town Clerk

****

APPROVED / DENIED : 1/28/2026
(date)

INSPECTION: _____
(date)

RECEIVED
BOSTON TOWN CLERK
JAN 27 PM 2:47

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization Southtown's Homeschoolers Date 1/21/2026

Name of person responsible for facilities Amanda Kessler

Title Coordinator

Applicant Address _____

Applicant Daytime Phone #_____ # of Attendees: 45 +/-

Date(s) Requested* 3/5/26, 4/2/26, and 5/7/26 Time 1:30-4:00 Type of Event Social

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

✓ Town Hall Community Room w/o Kitchen

_____ Planning Board Room

_____ Court Room

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

SIGNATURE OF APPLICANT: Amanda Kessler

Upon Completion, please submit to Town Clerk

****

APPROVED/DENIED : 1/28/2026
(date)

INSPECTION: _____
(date)

TOWN OF BOSTON – RESOLUTION NO. 2026-15

A RESOLUTION ADOPTING THE PRO-HOUSING COMMUNITIES PLEDGE

WHEREAS, the Town of Boston (hereinafter "Local Government") believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being;

WHEREAS, the housing crisis has negative effects at regional and local levels, the Local Government believes that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS, the Local Government believes that supporting housing production of all kinds in the community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS, the Local Government believes that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, the Local Government believes that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Boston, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have the Local Government endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

On February 4, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Councilmember Penders	[ ]	[ ]	[ ]	[ ]
Councilmember Stephan	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

Sandra L. Quinlan, Town Clerk

TOWN OF BOSTON – RESOLUTION NO. 2026-16

AUTHORIZING AND RATIFYING ENGAGEMENT OF BARCLAY DAMON LLP FOR RETAINED LAND USE AND ZONING MATTERS INCLUDING ERIE COUNTY AGRICULTURAL DISTRICT NO. 15

WHEREAS, the Town of Boston is involved in ongoing and potential land use, zoning, and regulatory matters, including matters arising under or related to Erie County Agricultural District No. 15 and proceedings before the New York State Department of Agriculture and Markets pursuant to Agriculture and Markets Law § 305-a; and

WHEREAS, such matters require specialized legal expertise in municipal land use regulation and Agriculture and Markets Law; and

WHEREAS, Barclay Damon LLP has previously represented the Town of Boston in connection with zoning and agricultural district matters and has demonstrated familiarity with the Town's codes, procedures, and regulatory framework; and

WHEREAS, the Town Supervisor has received an engagement letter from Barclay Damon LLP dated January 20, 2026, for representation of the Town in connection with retained land use and zoning matters, together with the Firm's Standard Terms of Engagement for Legal Services; and

WHEREAS, the Town Board finds it to be in the best interests of the Town to authorize and ratify the engagement of Barclay Damon LLP in order to ensure continuity of counsel and efficient representation in ongoing and related land use and zoning matters, including those involving Erie County Agricultural District No. 15;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Boston hereby authorizes and ratifies the engagement of Barclay Damon LLP pursuant to the engagement letter dated January 20, 2026, for the provision of legal services in connection with retained land use and zoning matters, including but not limited to matters involving Erie County Agricultural District No. 15 and proceedings under Agriculture and Markets Law § 305-a; and be it further

RESOLVED, that legal services provided by Barclay Damon LLP shall be billed on an hourly basis in accordance with the terms and rates set forth in the January 20, 2026 engagement letter; and be it further

RESOLVED, that no Town officer, employee, board member, or representative shall request or authorize legal services from Barclay Damon LLP pursuant to this engagement unless such request or authorization is made with the prior approval of either the Town Supervisor or the Town Attorney; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute any and all documents necessary to effectuate this engagement on behalf of the Town consistent with this resolution.

On February 4, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	**No**	**Abstain**	**Absent**
Councilmember Martin	**[ ]**	**[ ]**	**[ ]**	**[ ]**
Councilmember Selby	**[ ]**	**[ ]**	**[ ]**	**[ ]**
Councilmember Penders	**[ ]**	**[ ]**	**[ ]**	**[ ]**
Councilmember Stephan	**[ ]**	**[ ]**	**[ ]**	**[ ]**
Supervisor Keding	**[ ]**	**[ ]**	**[ ]**	**[ ]**

_____

Sandra L. Quinlan, Town Clerk

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BARCLAY DAMON LLP

Corey A. Auerbach
Partner

January 20, 2026

Via Email – supervisor@townofboston.com
Town of Boston, NY
c/o Jason Keding, Town Supervisor
Boston Town Hall
8500 Boston State Road
Boston, NY 14025

Re: Engagement of Barclay Damon LLP (the **"Firm"** or **"we"**) by Town of Boston, NY (**"Client"** or **"you"**).

Dear Jason:

Thank you for engaging the Firm to represent **Town of Boston, NY** in the following matter ("Matter"): **Retained Land Use and Zoning Matters.** The Firm is pleased to undertake this representation.

As a matter of Firm policy, it is necessary that the Firm provide you with this engagement letter to set out the specific terms applicable to the representation. These terms consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services ("Standard Terms") attached hereto (collectively, the "Engagement Letter"). Please be aware that we are not to be considered to be your attorneys on the Matter until this Engagement Letter has been signed and returned by you, so please respond promptly. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

Thank you for allowing Barclay Damon to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, please so indicate by signing below.

We look forward to working with you.

Very truly yours,

Corey Auerbach

CAA:dcp

AGREED TO AND ACCEPTED:
Town of Boston, NY

By:_____ **Dated:**_____
Jason Keding, Town Supervisor

The Avant Building – 200 Delaware Avenue Suite 1200 – Buffalo, New York 14202 barclaydamon.com
CAuerbach@barclaydamon.com Direct: (716) 858-3801 Fax: (716) 768-2801

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Standard Terms of Engagement for Legal Services
("Standard Terms")

Introduction

This Standard Terms of Engagement for Legal Services contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the "Letter") to which this Standard Terms of Engagement is attached (collectively, the "Engagement Letter"). Therefore, we ask that you review this document carefully and contact us promptly if you have any questions.

1. **Parties.** This Standard Terms states the terms under which Barclay Damon LLP (we or "BD") shall provide and the client identified in the Letter ("Client") shall pay for legal services. If Client is a corporation, partnership, or limited liability company, BD represents only that entity and does not represent its parent company, subsidiaries, affiliates, shareholders, officers, directors, partners, members, managers, or employees. If Client is an individual, BD represents only that individual and not that individual's spouse or other family members, any entities in which the individual owns an interest nor any other owners of such entities.

2. **Scope of Services ("Matter").** BD shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and BD agrees, in writing, to provide them.

This engagement calls for the Firm to represent Client in connection with the following matters and areas of practice: Land Use Practice Area. At this time, we are unaware of any matters involving the Firm that would prevent or limit us from serving Client or that would constitute actual or potential conflicts of interest or would risk the disclosure of confidential information or impingement of the duty of loyalty. However, in the interest of full disclosure, the Firm advises you that we are a full service law firm engaged in many different areas of practice. Thus, it is entirely possible, and we think likely, that issues may arise in connection with our representation of other clients that could put our Firm into a potential or actual conflict with Client. For example, it is possible that clients in our Energy, Project Development, Property Tax and Condemnation, Land Use and Zoning or Telecommunications Practice Areas may at some future point(s) in time represent clients in connection with the need for real property tax, zoning and other municipal approvals from Client as may be required for an existing or proposed development project. In that event, there would be a technical conflict of interest. Because of the nature of our practice, we believe that addressing this issue at this time is prudent.

In the event our Firm is engaged by Client and such other matters later emerge, we will do our utmost to achieve a resolution of those matters in an acceptable manner, including but not limited to the pursuit of a waiver from the other client. If we are unable to obtain a waiver, we will decline the engagement. However, we require that Client agree to an advance waiver for this limited category of practice upon our engagement. Absent this agreement to an advance waiver, the Firm will be unable to accept this engagement.

3. **Primary Attorney.** Corey Auerbach will be the attorney at BD who has primary responsibility for work on the Matter (the "Primary Attorney"). The Primary Attorney may use other BD attorneys and non-attorney staff (such as paralegals) to do work on the Matter. Client has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff

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working on the Matter. BD also reserves the right to make changes to such personnel at any time. The contact information is as follows:

NAME	TELEPHONE	FACSIMILE	E-MAIL
Attorney Corey A. Auerbach	(716) 858-3801	(716) 768-2801	cauerbach@barclaydamon.com

4. **Client Confidentiality.** BD will protect client confidences and secrets as required by law. Please use special care when communicating with BD via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.

5. **Preservation of Evidence.** For litigated matters, you are required by law to preserve any evidence that may be relevant to the claim. This includes business records, correspondence, e-mail or other messages, photographs or video, or other physical evidence. You must take steps immediately to identify and locate any material and make sure that it is not discarded or deleted. You should err on the side of including material. If this claim involves a business and it has a practice of discarding material after a certain period of time, you must stop that process as it relates to any material relating to this claim. Further, any individual in the organization who may have any such material should be advised of this requirement of preservation. When we meet, we will discuss how to deal with this issue going forward.

6. **Conflicts of Interest.**

(a) Client's "Affiliates". In this engagement, BD represents only the person or entity that is identified as the "Client" in the Letter. "Client" does not include any "affiliates" of Client (*i.e.*, if Client is a corporation, limited liability company, or partnership, "affiliate" means any parent, subsidiary, employee, officer, director, shareholder, member or partner of the corporation, limited liability company, or partnership; or, if Client is a trade association, "affiliate" includes any member of the trade association). Accordingly, for conflict of interest purposes, Client agrees that BD may represent another client with interests adverse to any such affiliate, without obtaining Client's consent. Client further agrees that Client will not seek to disqualify BD from representing another client in a matter where such client is adverse to Client's affiliate. Upon BD's request, Client will use best efforts to arrange it so that none of Client's affiliates will seek to disqualify BD from representing another client in any such matter.

(b) Other Clients Adverse to "Client". BD is a large law firm which represents many clients in a variety of matters. It is possible that in the future, BD may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given BD any confidential information that is materially relevant to such a future matter, then Client agrees prospectively (1) to waive any conflict of interest in connection with BD representing another client in such a future matter even though it may be against Client or an interest of Client; and (2) not to seek to disqualify BD from representing another client in any such future matter.

7. **Fees.** The fees BD will charge for its services will be based on the amount of time spent by its attorneys and paralegals on the Matter. Time is charged in units of tenths of an hour. The fee will be the time spent by attorneys and paralegals multiplied by their hourly billing rate in effect when

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the work is done. The hourly billing rates are subject to change at the beginning of each calendar year. The current hourly billing rates are as follows:

NAME	TITLE	RATE
Corey A. Auerbach	Partner	$600.00

A discount has been applied and the legal fees for this matter have been reduced from the standard rates.

8. **Expenses.** In addition to the fees described above, BD will charge Client for expenses it incurs that are related to the Matter. Examples of such expenses are filing fees, expert witness fees, travel expenses, mileage, transcripts, judgments, lien searches, and the like. Expenses may either be incurred/paid by BD and billed to Client, the bill for the expense may be submitted to Client for payment directly to the billing party, or BD may assist Client in setting up a billing relationship between the third party vendor and Client so Client can pay the charges directly.

9. **Fee Estimates and No Guarantee of Outcome.** We may provide Client with an estimate or a proposed budget for the fees and expenses that are expected to be incurred for this engagement. Although we make every effort to be accurate in providing estimates and budgets, Client agrees that these projections and budgets are estimates only and that circumstances beyond our control may result in fees and expenses being larger than projected. Similarly, although we may be asked to comment on or predict the expected outcome of the matter, we are unable to guarantee any result for this engagement. Client agrees that such projections are just that, predictions.

10. **Billing and Payment.** BD's normal practice is to send Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due on receipt of the bill. In the event of a fee dispute, Client may have the right to seek arbitration; we will provide Client with the necessary information regarding arbitration in the event of a fee dispute, or upon Client's request.

11. **Records Retention.** We will endeavor to return original documents and records to you at the termination of the engagement. Records are kept for at least seven years. Please inquire of your attorney as to the specific time period that records of your engagement will be retained. Following the expiration of the retention period, records are destroyed by confidential means.

12. **Attorney-Client Relationship.** We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.

13. **Termination.**

(a) By Client. Client may terminate this engagement at any time for any reason by notifying BD in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

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(b) By BD. BD may terminate this engagement at any time for any reason, including Client's failure to pay BD's fees and expenses, provided, however, that BD's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. BD's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between BD and Client thereafter shall continue only if Client has engaged BD on other matters or once again engages BD on this Matter.

14. **Entire Agreement.** This Engagement Letter constitutes the entire agreement between BD and Client as to the Matter and may be changed only by a written document, signed by both parties.

15. **Governing Law.** Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Erie, to resolve any such disputes.

16. **Additional Services.** BD is a full-service law firm with a wide array of expertise as described in the enclosed list of our Practice Areas and Industry Teams. Please feel free to contact us about additional services offered by BD.

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BARCLAY DAMON LLP

PRACTICE AREAS AND INDUSTRY TEAMS

PRACTICE AREAS

Corporate & Transactional
- Corporate
- Data Security & Technology
- Employee Benefits
- Environmental
- Financial Institutions & Lending
- Health Care
- Higher Education
- International
  - » Immigration
- Labor & Employment
- Professional Liability
- Project Development
- Public Finance
- Real Estate
- Restructuring, Bankruptcy & Creditors' Rights
- Tax
- Trusts & Estates

Financial Services
- Financial Institutions & Lending
- Public Finance
- Real Estate
- Restructuring, Bankruptcy & Creditors' Rights
- Trusts & Estates

Intellectual Property
- Intellectual Property Litigation
- Patents & Prosecution
- Trademarks, Copyrights & Licensing

Litigation
- Commercial Litigation
- Construction & Surety
- Employee Benefits
- Environmental
- Health Care Controversies
- Insurance Coverage & Regulation
- Intellectual Property Litigation
- Labor & Employment
- Mass & Toxic Torts
- Professional Liability
- Property Tax & Condemnation
- Restructuring, Bankruptcy & Creditors' Rights
- Telecommunications
- Torts & Products Liability Defense
- Trusts & Estates
- White Collar & Government Investigations

Real Estate & Land Use
- Land Use & Zoning
- Project Development
- Property Tax & Condemnation
- Real Estate
- Tax

Regulatory
- Energy
- Environmental
- Land Use & Zoning
- Lobbying & Election Law Compliance
- Project Development
- Property Tax & Condemnation
- Regulatory
- Telecommunications

FEATURED INDUSTRIES

Energy
- Energy
- Electric Power
- Energy Markets
- Linear Infrastructure
- Oil & Gas
- Renewable Energy

Health Care
- Health Care
- Health & Human Services Providers
- Health Care Controversies

Higher Education
Insurance & Reinsurance
Manufacturing
Technology
- Technology
- Communications & Networking Technology
- Emerging Technologies
- Medical Devices

NEW & EMERGING INDUSTRY PRACTICE AREAS

Canada-US Cross-Border
Cannabis
Elder Law & Medicaid Planning
Hotels, Hospitality & Food Service
Outdoor & Wildlife
Tax Credits
Transportation

OFFICES

ALBANY
80 State Street
Albany, NY 12207

BOSTON
160 Federal Street, 10th Floor
Boston, MA 02110

BUFFALO
The Avant Building
200 Delaware Avenue, Suite 1200
Buffalo, NY 14202

NEW HAVEN
545 Long Wharf Drive, Ninth Floor
New Haven, CT 06511

NEW YORK
1270 Avenue of the Americas, Suite 501
New York, NY 10020

ROCHESTER
2000 Five Star Bank Plaza
100 Chestnut Street
Rochester, NY 14604

SYRACUSE
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

WASHINGTON DC
1742 N Street NW
Washington, DC 20036

TORONTO
120 Adelaide Street West, Suite 2500
Toronto, ON M5H 1T1



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Certificate Of Completion

Envelope Id: D43C318E-E172-4E48-BD89-80DB2807B28B
Status: Delivered
Subject: Letter of Engagement - Town of Boston, NY - Retained Land Use and Zoning Matters
Source Envelope:
Document Pages: 6
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
David Pierro
125 East Jefferson St
Barclay Damon Tower
Syracuse, NY 13202
DPierro@barclaydamon.com
IP Address: 63.119.119.146

Record Tracking

Status: Original
1/20/2026 5:03:47 PM
Holder: David Pierro
DPierro@barclaydamon.com
Location: DocuSign

Signer Events	Signature	Timestamp
Jason Keding supervisor@townofboston.com Town Supervisor Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2026 1:16:10 PM ID: 2ab491da-be2b-4c04-bb43-eb83030964f2		Sent: 1/20/2026 5:08:33 PM Viewed: 1/21/2026 1:16:10 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Corey Auerbach CAuerbach@barclaydamon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/7/2025 3:59:51 PM ID: eb56265f-d83f-4c83-9591-321e7b05ab4d	COPIED	Sent: 1/20/2026 5:08:33 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2026 5:08:33 PM
Certified Delivered	Security Checked	1/21/2026 1:16:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Barclay Damon (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Barclay Damon:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: helpdesk@barclaydamon.com

To advise Barclay Damon of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at helpdesk@barclaydamon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Barclay Damon

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to helpdesk@barclaydamon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Barclay Damon

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to helpdesk@barclaydamon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Barclay Damon as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Barclay Damon during the course of your relationship with Barclay Damon.

TOWN OF BOSTON – RESOLUTION NO. 2026 - 17

APPROVING GEOTECHNICAL INVESTIGATION SERVICES FOR PHASE 2 WATER MAIN IMPROVEMENTS

WHEREAS, the Town of Boston is undertaking Phase 2 of its water main improvement project at various locations within the Town of Boston, Erie County, New York; and

WHEREAS, CPL Architects, Engineers, Landscape Architects & Surveyors, D.P.C. ("CPL"), as the Town's consulting engineer, solicited proposals for geotechnical investigation services in connection with said project; and

WHEREAS, proposals were received and reviewed from Whitestone Associates Engineering & Geology NY, PLLC ("Whitestone"), NW Contracting, and Atlantic Testing; and

WHEREAS, CPL evaluated the proposals and recommended that the Town proceed with Whitestone Associates' Alternate Bid (Hollow Stem Auger Borings Only), which provides enhanced subsurface data to better evaluate drilling risks associated with horizontal directional drilling; and

WHEREAS, Whitestone submitted a written proposal dated December 19, 2025, Proposal No. PRY38639G.R25, for a lump sum cost of Seventy-Seven Thousand Nine Hundred Dollars ($77,900.00), which proposal includes express limitations on scope and requires written approval for any additional services; and

WHEREAS, the Town Board finds that acceptance of the Whitestone proposal, as recommended by CPL, is in the best interests of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Boston hereby approves the engagement of Whitestone Associates Engineering & Geology NY, PLLC to perform geotechnical investigation services for the Phase 2 Water Main Improvements project pursuant to its Alternate Bid (Hollow Stem Auger Borings Only), at a total cost not to exceed $77,900.00; and be it further

RESOLVED, that no additional rock coring, consultation, or engineering services outside the approved scope of work shall be undertaken without prior written approval of CPL and authorization by the Town; and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to execute the Whitestone proposal and any related documents consistent with this resolution; and be it further

RESOLVED, that this resolution shall take effect immediately.

On February 4, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Councilmember Martin	[ ]	[ ]	[ ]	[ ]
Councilmember Selby	[ ]	[ ]	[ ]	[ ]
Councilmember Penders	[ ]	[ ]	[ ]	[ ]
Councilmember Stephan	[ ]	[ ]	[ ]	[ ]
Supervisor Keding	[ ]	[ ]	[ ]	[ ]

Sandra L. Quinlan, Town Clerk

WHITESTONE

116 GRUNER ROAD
BUFFALO, NY 14227
716.770.0078
whitestoneassoc.com

PROPOSAL

December 23, 2025

via CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C.

TOWN OF BOSTON
8500 Boston State Road
Boston, New York 14025

Attention: Mr. Jason Keding
Supervisor

Regarding: GEOTECHNICAL INVESTIGATION
PROPOSED WATER SYSTEM IMPROVEMENTS
VARIOUS LOCATIONS
BOSTON, ERIE COUNTY, NEW YORK
WHITESTONE PROPOSAL NO.: PRY38639G.R25

Dear Mr. Keding:

Whitestone Associates Engineering & Geology NY, PLLC in conjunction with Whitestone Associates, Inc. (collectively, Whitestone) is pleased to provide this proposal to conduct a geotechnical investigation in support of the project referenced above. This proposal is based on the December 19, 2025 request from CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. and experience with similar projects.

PROJECT DETAILS

The project will include installing approximately 30,000 linear feet of eight-inch, 10-inch, and 12-inch diameter water mains. The proposed work will be along portions of Back Creek Road, Old Orchard Drive, Boston State Road, Boston Colden Road, Lango Drive and Cole Road in the Boston, Erie County, New York.

SCOPE OF SERVICES

Whitestone will conduct a subsurface soils investigation and prepare a summary report of findings that will include a boring location plan and boring logs with recommendations for anticipated pipe burial depths, frac-out potential, soil pressure and stability, and Delft analysis. Specifically, Whitestone's proposed geotechnical investigation and summary report will include the following:

- advancing up to 14 shallow borings or probes to a depth of up 10 feet below ground surface (fbgs), or refusal along Back Creek Road;
- advancing up to six deep borings to depths of ranging from 15 fbgs to 25 fbgs along Back Creek Road;
- advancing up to six shallow borings or probes to a depth of up to 10 fbgs or refusal along Old Orchard Drive;

- advancing up to 15 shallow borings to a depth of up to 25 fbgs or refusal along Boston State Road;
- advancing up to four deep borings to a depth of up to 30 fbgs or refusal along Boston State Road;
- advancing up to 13 shallow borings or probes to a depth of up to 10 fbgs or refusal along Boston Colden Road;
- advancing up to three shallow borings or probes to a depth of up to 10 fbgs or refusal along Lango Road;
- advancing up to seven shallow borings or probes to a depth of up to 10 fbgs or refusal along Cole Road;
- collecting split-spoon samples and or macrocore samples (Base Bid) in accordance with ASTM International standards for engineering classification and laboratory testing for representative soil;
- coring up to five feet of assumed bedrock at select (deep boring) location(s) if refusal is encountered prior to reaching planned boring depth included in the cost estimate; and
- identifying pertinent physical and engineering characteristics of the subsurface materials encountered during sampling and testing.

The field investigation will be supervised by a Whitestone engineer/geologist and will include a laboratory program to determine pertinent engineering characteristics of the soils encountered. The typical project will include engineering classifications subgrade soils by ASTM D-2487, gradation analyses, and moisture content determinations. The results of Whitestone's geotechnical investigation will be presented in a *Report of Geotechnical Investigation* prepared by a Professional Engineer which will include site photographs, boring plan, and boring logs noting the depth of groundwater, if encountered.

PLANNING ASSUMPTIONS

Whitestone assumes and relies on free and complete access will be granted to the subject property for the duration of the project and must include an estimated eight consecutive workdays with access during the normal business hours 7:00 AM to 5:00 PM, Monday through Friday.

Whitestone will coordinate a mark-out of on-site public utilities through the New York State "DIG SAFE" one call system and, if authorized, engage a private utility locator, however, the site owner must establish and clearly identify all private utilities in advance of Whitestone conducting the services described herein. Whitestone is not responsible for the location of or damage to private underground utilities which the site owner fails to clearly mark and identify prior to Whitestone commencing the site services described in this proposal. Whitestone's cost proposal assumes utilizing non-union/prevailing wage labor. This proposal assumes that all field services can be conducted using Level D personal protective equipment.

The site must be accessible to truck mounted drilling equipment. Borings and sample locations will be backfilled with soils generated during the investigation. Maintenance and protection of traffic including cones, signage and flaggers where required as well as highway work permitting is included as part of this cost estimate. Borings and sample locations within pavement/slab areas, if applicable, will be restored at the surface with asphalt cold patch or Portland cement concrete, in Whitestone's discretion. Costs for repaving boring locations and repairing areas disturbed by the field investigation are not included in this

proposal. The owner should anticipate some settlement at test locations, and future maintenance by the site owner may be required. Excess soil will remain on site (either mounded at testing locations or placed at a staging area designated by the site owner) or can be drummed at an additional cost, if requested by the client. Whitestone is not responsible for damage or costs resulting from future settlement at backfilled sample locations.

Unless the client otherwise requests in writing, Whitestone will discard all soil samples 60 days after Whitestone completes field investigation efforts.

Whitestone bases this proposal on its assumption that conditions suitable for water main installation will be encountered and available within the exploration depths proposed. If marginal or unsuitable conditions are encountered, the exploration program may be revised to include deeper borings and/or additional investigation and analysis may be recommended at an additional cost. If possible, Whitestone will attempt to make necessary revisions to the exploration program during the site investigation.

COST PROPOSAL

Whitestone will conduct the geotechnical investigation as outlined above under the Base Bid (combination of probe and auger borings) for the lump sum of **$69,900.00** which includes an allowance for reimbursable expenses. The cost for the Additive Bid (hollow stem auger borings only) is **$77,900.00**. Additional rock coring (if required at stream crossings) will be invoiced at **$85.00 per linear foot**.

Additional consultation or engineering services not specifically described including, but not limited to, attending meetings, participating in conference calls, preparing supplemental correspondence and/or budgetary cost projections, or other activities not specified will be billed in addition to the pricing above.

This proposal is governed by the *Terms and Conditions* attached hereto. These fees exclude reimbursable expenses not specified. Any additional services or out-of-scope services or work will be confirmed in writing and invoiced in accordance with Whitestone's *Professional Services Rate Schedule* (copy attached) or a supplemental quotation. Please acknowledge your acceptance of this proposal by signing where indicated below. The client warrants and represents that its' below signatory is authorized to execute this proposal on the client's behalf.

Whitestone looks forward to being of service to the Town of Boston. Please contact us with any questions regarding this proposal.

Sincerely,

WHITESTONE

Charles B. Guzzetta, PG
Regional Manager, Upstate New York

Ryan R. Roy, PE
Vice President

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Enclosures

ACCEPTED:

TOWN OF BOSTON

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

Please proceed with the Alternate Bid (Hollow Stem Auger Borings Only) for the price of **$77,900.00.**

Any additional rock coring, consultation or engineering services located outside of the scope of work indicated in the description above may not proceed without written approval from CPL.

WHITESTONE

December 23, 2025 (the "Effective Date")

STANDARD TERMS AND CONDITIONS (the "Terms and Conditions")

These Terms and Conditions form a part of and are incorporated into the proposal of **WHITESTONE ASSOCIATES ENGINEERING & GEOLOGY NY, PLLC** and/or **WHITESTONE ASSOCIATES, INC.** (collectively, the "Firm"), and **TOWN OF BOSTON** (the "Client") with the proposal and these Terms and Conditions being referred to collectively as the "Agreement":

I. INTERPRETATION AND CONSTRUCTION.

A. The Firm provides professional engineering and professional geologist services, which may include environmental, geotechnical and construction support services. Client agrees to retain the Firm, and the Firm agrees to provide certain discreet services on Client's project(s) (each a "Project") pursuant to both the Terms and Conditions herein set forth and each separate proposal (each a "Proposal") upon the parties execution of such Proposal. The Client and the Firm shall be referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree that these Terms and Conditions govern and control the relationship between the Parties. Unless otherwise specifically set forth in a Proposal, in the event of a conflict or inconsistency between the Terms and Conditions and a Proposal, the Terms and Conditions shall take precedence, govern and control, except with respect to the cost for Services, costs for reimbursable expenses, the scope of Services (defined below) and the planning assumptions, where the Proposal shall take precedence, govern and control.

II. THE SERVICES.

A. Client hereby retains the Firm to provide the services set forth in one or more Proposals (hereinafter the "Services"). The "Services" shall also include any additional or different services which the Client and the Firm agree to, in writing.

B. In the event that the Proposal includes the provision of Services to be provided by one or more Licensed Site Remediation Professionals ("LSRP"), the LSRP Rider shall be incorporated herein and made a part hereof (only applicable to LSRP Services provided in New Jersey).

C. In the event that the Proposal includes the provision of underground storage tank services, the Underground Storage Tank Services Rider shall be incorporated herein and made a part hereof (only applicable to UST remediation Services provided in the State of New Jersey).

III. PROFESSIONAL RESPONSIBILITY. The Firm represents that it shall perform the Services in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances, at or near the same location, at the time the Services are performed. The Firm makes no other representations to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise that the Firm provides. The Firm does not guarantee the ultimate approval or success of the Client's Project. The Firm is not liable for consequential damages, punitive damages, incidental damages, liquidated damages, costs for betterment, or delay damages. The Firm's Services cannot be construed to be, and are not, a guarantee or assurance that: Client will not have any or a reduced level of environmental liabilities or that undetected environmental problems or circumstances do not exist or will not arise in the future.

IV. CLIENT RESPONSIBILITY. Client will promptly provide to the Firm all available or accessible information material, data, plans, surveys, specifications, subsurface reports, easement information, contracts, and assistance for or in any way related to the Firm's performance of the Services including and without limitation, previous reports and all other data affecting or related to the Services and the site upon which the Services are to be performed (the "Site"). In the event that Client does not own the Site, Client represents and warrants that the Client, and all of the Client's agents, employees, staff, consultants, contractors and subcontractors, have been granted a full right of entry to the Site as is necessary for the Firm's performance of the Services. Client will ensure that access to the Site is available to the Firm at all reasonable times, and Client will make available to the Firm's representatives (employees, agents, contractors and consultants) those of Client's employees knowledgeable concerning the Site. Prior to executing the applicable Proposal, Client must designate in writing the person to act as Client's representative. That person will have complete authority to transmit instructions, receive information, act as Client's agent, ensure the Firm's access to the Site, and interpret and communicate Client's policies and decisions with respect to the Services, the Client's project and the Site. The Firm is entitled to rely upon all information obtained from or provided by the Client to the Firm (whether in writing or oral). The Firm does not assume control of or responsibility for the Site or the person(s) in charge of the Site. The Firm is not responsible, other than as unambiguously set forth in applicable law, for reporting to any federal, state, or local agencies any condition(s) at the Site that may or does present an actual or potential danger to public health, safety, or the environment.

V. PAYMENT TERMS. Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and the Firm must receive payment for each invoice within 30 days of the Client's receipt of each invoice. If Client fails to meet its payment obligation as described herein, the Firm reserves the right to cease all Services and pursue all remedies after three (3) days prior written notice to Client. Client fully releases, indemnifies and holds the Firm harmless from and against any and all damages, delays and costs of any kind whatsoever resulting from a cessation of the Services as a result of Client's failure to make payment in strict accordance with this Agreement and, further, the Firm is not liable or responsible for any such damages, delays or costs. In the event the Firm commences legal action against Client as a result of the Client's breach of its payment obligations under this Agreement, the Client must reimburse the Firm for all costs of collection, including but not limited to reasonable attorneys' fees and litigation costs and any other reasonable and related expenses in connection with such action. Further, the Client agrees to pay the Firm the full portion of any and all unpaid amounts plus an interest charge equal to 1.5% per month on all monies thirty (30) days past due, with said interest commencing on day thirty-one (31) up through and including the date on which the Firm successfully deposits payment for all unpaid amounts. In the event the Client pays the Firm a retainer, the Firm at its election, may apply the retainer to the Firm's final invoice, to any of the Firm's costs and expenses described in this paragraph or to any other invoices on any project that are overdue. Any excess amount will be refunded to the Client within 14 days after the Firm's receipt of full payment the Services, reimbursable expenses or any of the Firms' costs and expenses described in this paragraph.

VI. NOTIFICATION OF HAZARDS. Client must inform the Firm of all known hazardous substance, potentially hazardous substances, environmental contamination, or conditions that present or could present a danger or a potential danger to human health or the environment, which exists in, on, at, or near the Site (collectively, "Hazards"). Client fully releases and must indemnify, defend, protect, and hold harmless the Firm from and against any and all Losses (as defined in Section XII hereof), including Losses for personal injury, disease, initial and ongoing medical expenses, and including, but not limited to, continued health monitoring, death, property damage (wherever occurring) and economic-based claims that arise out of or are in any way related to (a) Client's failure to advise the Firm of known Hazards, or (b) Hazards discovered during or after the provision of the Services.

VII. JOB SITE HEALTH AND SAFETY. The Firm's sole responsibility for maintaining compliance with the Occupational Safety and Health Act of 1970, as amended, and the rules, standards and regulations promulgated thereunder (collectively, "OSHA") is to comply with such OSHA rules and

regulations. The Firm is not responsible for OSHA compliance as it applies to any party, person or entity not directly under Firm's control. Without limiting the generality of the foregoing, the Firm has no responsibility for OSHA compliance by or relating to Client or any party, person or entity providing work and/or services on or to the Site, or any employee, agent, servant, representative, officer, director, owner, or independent contractor of any of the foregoing parties.

VIII. BURIED UTILITIES; SITE DISTURBANCE. Prior to the Firm commencing the Services, the Client must notify the Firm of the exact location of all known private subsurface utility lines, man-made objects and underground structures located beneath the Site or not visible to the naked eye. Prior to conducting any subsurface work, the Firm will call the local utility "One Call" services and engage an underground marking and utility locator service (if authorized by Client) in an attempt to locate subsurface utility lines and other man-made objects that may exist beneath the Site. Client recognizes and agrees that the Firm's research may not identify all subsurface utility lines, all man-made objects and all underground structures. The Firm will take reasonable precautions to avoid damage or injury to subsurface utilities or structures which the Firm is aware of in advance of the Firm providing the Services. Client further recognizes and agrees that subsurface conditions may vary from those encountered at the location of the Site where, and at the time when the Firm performs borings, sampling, or testing in connection with its Site research, and that the data the Firm provides are based solely on the information available to the Firm. Client acknowledges that the equipment used to perform the Services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the Site and the Firm is not responsible to restore, repair or remediate same.

Firm shall backfill each test location once with soil excavated from the Site and shall patch the upper surface of paved areas above the location from which the test boring was obtained, with cold-patch asphalt and/or grout. Such patches and the location and surrounding proximate surface, subsurface, horizontal and vertical areas require the Client's ongoing, prompt, and continuous supervision, inspection, maintenance and repair, and the Firm is not responsible for same. The Firm is not responsible for damage or injuries resulting from future settlement at any of the test areas and/or patches and the surrounding proximate surface, subsurface, horizontal and vertical areas thereof or related to same.

IX. PUBLICATIONS. Client agrees that the Firm may (if not prohibited by an applicable confidentiality agreement or non-disclosure agreement) use and publish a description of the Services the Firm provides and the Project and Site in advertising and qualifications, which advertising may include, without limitation, linked-in and other social media posts, brochures and any other promotional material (including print and electronic media). Client's agreement contained in this Section IX will survive the termination or expiration of this Agreement.

X. OWNERSHIP OF DOCUMENTS. All reports, field data, notes, calculations, estimates, drawing documents and other items the Firm creates or prepares are instruments of service and shall remain the joint property of the Firm and, after the Client meets its payment obligations hereunder, the Client. Client agrees that it will immediately return to the Client, after the Firm's written request for same, all reports, studies, information and all other documents, materials and work that the Firm furnished or provided to the Client or to its employees, professionals, subcontractors and/or agents, if the Client fails to comply with its payment obligations to the Firm as set forth herein and Client. Client is prohibited from using any documents and materials described above as "instruments of service" for any project other than the Project for which the Firm created same and, further, any reuse by the Client for any other project(s) is at Client's sole risk, and Client agrees to defend, indemnify and hold the Firm harmless for any and all damages or claims that may or do arise as a result of the Client's use of use of such materials or information in violation of this Agreement.

XI. DISCLOSURE TO THIRD PARTIES. Client acknowledges that the Services may be subject to State, Regional or Federal reporting and notification requirements. The Firm's technical and pricing information are the Firm's confidential and proprietary information. The Client may not disclose such information to any person or entity without the Firm's express prior written consent.

XII. INDEMNIFICATION. Client and Firm agree to indemnify and hold harmless each other and each of their officers, directors, agents, employees, consultants and each of their respective successors and assigns (collectively, the "Covered Persons") for any and all Losses (defined below) which directly and proximately result from, arise out of or are caused by: the negligent, fraudulent, willful acts or omissions, breach of this Agreement and/or violations of any federal, state or local law, regulation or rule by the Client, the Firm or any of the Client's or the Firm's owners, agents, directors, officers and employees. "Losses" herein includes all liabilities, losses, injuries (to property and person), damages and/or expenses of any kind suffered or incurred by the indemnified party which result directly or indirectly from any of the violations, breaches or conduct described above. Losses also includes reasonable attorneys' fees and litigation and court costs the indemnified party suffers or incurs.

XIII. TERM AND TERMINATION.

A. Term. This Agreement shall be in effect as of the Effective Date and shall remain in effect until the anniversary thereof (the "Term") or until such later date as set forth in a Proposal (it being understood that this Agreement will not terminate in the event the term set forth in a Proposal is longer than the term set forth herein). Thereafter, this Agreement will automatically renew for additional periods of one year each (each an "Additional Term"), unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Term or applicable Additional Term of its intent not to renew.

B. Termination.

1. Either Party may terminate this Agreement after fourteen (14) days' written notice to the non-terminating Party, should either Party breach the Agreement. In the event of termination for any reason, the Client must pay the Firm in full, in accordance with this Agreement for (i) all Services the Firm rendered through the actual date of termination (ii) all reimbursable expenses, and (iii) reasonable expenses the Firm incurs as a result of such termination including, but not limited to costs related to the Firm winding down it Services.

2. Termination by Client shall be by written notice to Thomas K. Uzzo, Whitestone Associates, Inc., 30 Independence Boulevard, Suite 250, Warren, New Jersey 07059, tuzzo@whitestoneassoc.com. Termination by the Firm shall be made by written notice to the addressee of this Agreement. Such notice of termination will become effective as set forth in this Agreement's "Notice" provision.

XIV. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

A. DISCLAIMER OF WARRANTIES. EXCEPT AS UNAMBIGUOUSLY SET FORTH IN SECTION III ("PROFESSIONAL RESPONSIBILITY") OF THESE TERMS AND CONDITIONS, THE FIRM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR OTHERWISE, OTHER THAN AS SET FORTH ABOVE. THE FIRM CLIENT AGREES THAT THERE ARE NO WARRANTIES, GUARANTEES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. LIMITATION OF LIABILITY. THE FIRM'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES AND LOSSES RELATED TO THIS AGREEMENT, IN ANY WAY RELATED THE FIRM'S PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, AND/OR IN ANY WAY RELATED TO A PROJECT OR SITE, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES AND/OR LOSSES IS BASED IN

CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL FEES THE CLIENT PAID TO THE FIRM UNDER THE TERMS OF THE PROPOSAL FOR THE PROJECT THAT IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT SHALL THE FIRM OR ITS AGENTS, SERVANTS, EMPLOYEES, CONSULTANTS, CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. IN ADDITION, IN NO EVENT SHALL THE FIRM OR ITS AGENTS, SERVANTS, EMPLOYEES, CONSULTANTS, CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, LOSSES OF ANY KIND WHATSOEVER, OR INJURIES TO CLIENT OR ANY THIRD PARTY, WHICH ARE IN ANY WAY ARISING OUT OF OR RELATING TO ANY OR ALL ACTS OR OMISSIONS OF: 1) CLIENT (INCLUDING BY CLIENT'S EMPLOYEES, AGENTS, CONSULTANTS AND CONTRACTORS) AND/OR: 2) ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS PROVISION SHALL SURVIE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. TESTIMONY. Client shall compensate the Firm at the Firm's applicable hourly rate if the Firm or any of its personnel agrees to testify or is compelled to testify and/or compelled to provide or produce documents in any lawsuit or legal action related to this Agreement, the Services or the Site. In addition, Client shall reimburse the Firm for all reasonable out-of-pocket expenses the Firm incurs in connection with the Firm responding to a subpoena(s) and other similar legal orders issued to the Firm regarding this Agreement and/or the Services. This provision shall survive the termination or expiration of this Agreement.

XVI. NON-SOLICITATION OF FIRM PERSONNEL. Firm and Client will not solicit, recruit or hire the employees or independent contractors of the other to become employees or consultants during the Term and for two (2) years following the termination or expiration of this Agreement (regardless of the cause of the termination or expiration).

XVII. REVOCATION OF CERTIFICATION OR STATEMENTS. The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event that the Client fails to meet its payment obligations to the Firm hereunder and/or the Firm is made aware of the unauthorized or prohibited use by the Client or the Client's agents, servants, employees, consultants or contractors. The Client assumes the risk of any damages, injuries, costs, delays and any and all claims that occur as a result of the above-described revocation and/or the Client's unauthorized use of the Firm's documents.

XVIII. FORCE MAJEURE – The Firm is not responsible for its any failure or delay in the Firm's performance of its obligations hereunder arising or caused directly or indirectly by forces or events beyond its control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, catastrophes, acts of God, interruptions, loss or malfunctions of utilities, communications or computer hardware and/or software, Client delays or any other causes beyond the Firm's control.

XIX. LIMITATION PERIOD. No lawsuit shall be brought by Client against the Firm for damages for any negligent professional acts, errors, or omissions, or breach of contract unless commenced within twenty-four (24) months from the last date of Services provided under this Agreement.

XX. INTEGRATION, MUTUAL DRAFTING AND ELECTRONIC SIGNATURES. This Agreement constitutes the entire understanding and agreement between the Parties and shall not be altered or modified except by an agreement, in writing, signed by both Parties. This Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect. The Parties agree that these Terms and Conditions have been mutually drafted and authored by the Parties and that the Agreement shall not be construed against one Party hereto. The proposal regarding which these Terms and Conditions apply may be executed by digital, facsimile, or electronic signature. Such signature(s) will be fully binding and effective for all purposes and will be given the same effect as an original, wet signature(s). Neither Party hereto may raise the use of e-mail, electronic signature or other electronic means, or the fact that any signature was transmitted through the use of an e-mail or other electronic means, as a defense to enforcement of the proposal or these Terms and Conditions.

XXI. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors, representatives, and assigns. Client shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Firm which consent shall not be unreasonably withheld. The Firm may not assign or transfer this Agreement to any party without the prior written consent of Client, which consent shall not be unreasonably withheld. Further Firm may, without the consent of Client, subcontract any portion of the Services hereunder or under any Proposal.

XXII. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision hereof shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

XXIII. NOTICES – Whenever in the Agreement written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the Party intended to receive the same if such notice is in writing addressed to that party at the address/email address identified in the proposal, and sent or delivered either by: (i) Electronic Transmission; (ii) Registered or Certified Mail, return receipt requested, postage prepaid; (iii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iv) hand delivery. Legal Counsel for any Party hereto shall be entitled to give any notice for such Party. The date of delivery of any notice provided for herein shall be the date after the date of: the electronic transmission if not rejected, deposit with the overnight delivery service, three (3) business days after sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.

XXIV. NO WAIVER – The failure of either Party to insist, in any one or more instances, on the strict performance of any provisions of this Agreement, or the failure of either Party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall **not** be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.

XXV.THIRD PARTIES – Nothing contained in these Terms and Conditions, any proposal or any amendment or change to same shall create a contractual relationship with or cause of action in favor of any third party against the Firm.

XXVI. ENTIRE AGREEMENT. Each party hereto acknowledges its full understanding of this Agreement and that there are no verbal promises, understandings or agreements in connection herewith. This Agreement may be modified only by the written consent of both Parties.

XXVII. GOVERNING LAW; VENUE; ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the where the Project is located. Excluding the filing of any type of Lien, any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any Party involved, be submitted to, and must be settled by binding arbitration, which shall be privately administered by a single arbitrator who shall administer the arbitration pursuant to the American Arbitration Association's commercial arbitration rules that are applicable to a privately administered arbitration, to be held at a location in the same County where the Project is located.

XXVIII. WASTE MATERIAL. Where waste materials are to be handled, transported, treated, and/or disposed of by the Firm, Client agrees to accurately and completely describe said waste in writing to the Firm, in advance of said disposal, and the Client warrants to the Firm that the waste material strictly conforms to the specifications and descriptions of the waste set forth in the description of the waste. Legal responsibility and liability for waste material not strictly conforming to the specifications and descriptions of the waste set forth in the written description of the waste shall at all times remain with the waste generator and Client relieves and releases the Firm of any and all liability for same. The Client shall review all documentation on waste to ensure the waste's specifications and description are accurate and complete and, where the Client learns of an inaccuracy or incomplete information, the Client must immediately notify the Firm of any inaccuracies or incomplete information.

XXIX. SAMPLE RETENTION/DISPOSAL. The Firm is authorized to discard all samples of uncontaminated soil, rock, and water thirty (30) days after the Firm submits its final report to the Client, unless within thirty (30) days of delivery of the final report to the Client, the Client advises the Firm to deliver the samples to Client (which shall be at Client's sole expense) or to store them for an agreed upon charge. In the event that samples and/or materials contain or are suspected to contain Hazards and/or substances or constituents hazardous or detrimental to health, safety, or the environment, as defined by federal, state, or local statutes, regulations, or ordinances, the Firm will, after completion of testing and at Client's sole cost and expense, return such samples and materials to Client, or (using a manifest signed by Client as generator and transporter) transport such Hazards, substances, constituents hazardous to health, safety or the environment, samples and materials to a location the Client selects for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of all of the materials described in the previous sentence and materials. Client recognizes and agrees that the Firm is acting solely as a bailee and at no time does the Firm assume title to said waste.

XXX. DURATION OF FEE SCHEDULE. The fee schedule included in a Proposal shall remain in full force and effect for a period of ninety (90) days from the date of the Proposal. If the Proposal is accepted and executed within such ninety (90) day period, then the fee schedule included in that Proposal shall remain in full force and effect for a period of one year from the date of that Proposal. If the Proposal is not accepted and executed within such ninety (90) day period, the Firm shall have the right to revise the fee scheduled in its discretion, which may include, but not be limited to, revising the fee schedule included in that Proposal, increasing its fees for Services, and adjusting the time for and scheduling of performance of Services.

WHITESTONE

PROFESSIONAL SERVICES RATE SCHEDULE - 2025

Executive (President or Vice President)	$ 325.00/hour
Director	$ 300.00/hour
Senior Associate/Regional Manager	$ 290.00/hour
Associate	$ 270.00/hour
Expert Witness Testimony	$ 395.00/hour
Senior Professional Engineering Manager	$ 250.00/hour
Senior Project Manager	$ 240.00/hour
LSRP/LSP/LEP	$ 240.00/hour
Project Manager	$ 215.00/hour
Professional Engineer	$ 215.00/hour
PCA Manager	$ 215.00/hour
Senior Professional Geologist	$ 215.00/hour
Professional Geologist	$ 195.00/hour
Associate Project Manager	$ 190.00/hour
Soil Scientist	$ 185.00/hour
Senior Wetlands Scientist	$ 185.00/hour
Environmental Engineer	$ 185.00/hour
Geotechnical Engineer	$ 185.00/hour
Construction Engineer	$ 170.00/hour
Environmental Specialist/Scientist	$ 170.00/hour
Geologist	$ 170.00/hour
Project Engineer	$ 170.00/hour
Asbestos or Lead Paint Inspector	$ 150.00/hour
Wetlands Scientist	$ 140.00/hour
ICC/DCA Inspector	$ 125.00/hour
Staff Engineer/Inspector	$ 125.00/hour
Environmental Technician	$ 125.00/hour
Field Engineer	$ 105.00/hour
Technical Assistant	$ 95.00/hour
CADD Operator/Draftsman	$ 95.00/hour
Project Coordinator	$ 90.00/hour
Administrative Assistant	$ 68.00/hour
Clerical Assistant	$ 60.00/hour
Travel/Mileage	$ 0.70/mile + tolls

Notes:

1. Mileage reimbursement subject to change based upon IRS standard mileage reimbursement rate.
2. Additional project-specific equipment, materials, and/or laboratory analyses or subcontracted services will be quoted on a case-by-case basis.
3. All rates are billed portal-to-portal.
4. Projects located greater than 100 miles from a Whitestone office may be subject to per diem expenses.
5. Construction phase testing and inspection services are subject to a four-hour minimum charge per day.

CC Environment & Planning

Katlyn Hojnacki
Senior Ecologist/Operations Manager

December 16, 2025

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

Re: Town of Boston Water Main Improvements – Phase 2 Project: Wetland Delineation and Permitting Assistance

Dear Jason:

I am submitting the following proposal on behalf of CC Environment & Planning to provide a wetland delineation and permitting assistance for the Town of Boston Water Main Improvements – Phase 2 Project. The delineation will occur along approximately 4.4 miles (23,115 linear feet) of road as per the attached location map in the Town of Boston, Erie County, NY. The delineation will be conducted in accordance with the U.S. Army Corps of Engineers Wetlands Delineation Manual Tech Report Y-87-1, and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (v. 2.0), dated January 2012.

This Letter Agreement (hereinafter referred to as "Agreement") is a proposal for consulting services by CC Environment & Planning (hereinafter named as "Contractor") for the Town of Boston (hereinafter named as "the Client").

SERVICES/DELIVERABLES

Task 1: Conduct a wetland and stream delineation along the watermain routes slated for replacement.

- Delineate wetlands and streams on both sides of the roadway within the right-of-way (ROW).
- Provide an estimated boundary of wetlands outside the ROW that are within 100 feet of the ROW based on aerial imagery, soils, and field observations.
- Provide characterization of any streams encountered within the project area.
- Determine whether any identified wetlands and streams are jurisdictional or non-jurisdictional, and identify the applicable jurisdiction.
- Provide total acreage of wetlands, including both delineated areas within the ROW and estimated areas outside the ROW.
- Provide guidance for wetland restoration procedures.

Deliverables: Delineation summary report, maps, datasheets, and digital shapefiles of mapped resources.

Task 2: Assist with wetland/stream permitting, as needed. This includes communicating with USACE and NYSDEC, conducting site visits with regulatory agencies, and providing information and interpretations when requested.

FEE/SCHEDULE

Services under this agreement are offered as described. Field work will be conducted as soon as the snow melts in 2026. The Contractor proposes to provide the above scope of services and associated deliverables for Task 1 for a lump sum fee of $6,655. Task 2 will be structured as a time and materials budget with a not-to-exceed limit of $5,000. Budget details are included in the table below. Invoices will be submitted monthly based upon percent complete for Task 1 or time and materials based on the rate sheet for Task 2.

Task	Per Linear Foot	Total Area	Total
Task 1: Wetland Delineation – Watermain Route	$0.29	23,115 LF	$6,703
LUMP SUM TOTAL			$6,703
Task 2: Permitting Assistance*	NA	NA	$5,000
CONTRACT TOTAL			$11,703

*Time & material rates are based upon those of the calendar year in which they are provided. The 2025 rate sheet is attached for reference. An updated rate sheet will be provided within the new year.

CONDITIONS

The contractor guarantees the quality of this work. Once this offer is accepted payments are to be made at times specified upon presentation of an invoice by contractor. However, the client and the contractor may mutually decide to reschedule, postpone or delay this project as business needs may suddenly dictate without penalty and without time limit, subject only to mutually agreeable time frames in the future.

ASSUMPTIONS

The proposed schedule and fee for this project are based on the following assumptions:

1. The Client and the project team will provide appropriate, timely access to contacts and information and provide requested feedback necessary to complete the scope of services as scheduled.
2. All parties will make every effort to ensure timely answers to questions as related to the scope of services and progress.
3. All parties will inform each other immediately of any unforeseen changes, new developments, or other issues that affect and influence this project so necessary adjustments can be made.

ACCEPTANCE

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact me. We appreciate the opportunity to provide these services to you.

Sincerely,



Katlyn Hojnacki, Senior Ecologist
CC Environment & Planning

AUTHORIZATION

CC Environment & Planning is hereby authorized to proceed with the services described herein in accordance with the terms and conditions proposed herein.

_____ _____

Name, Company Date

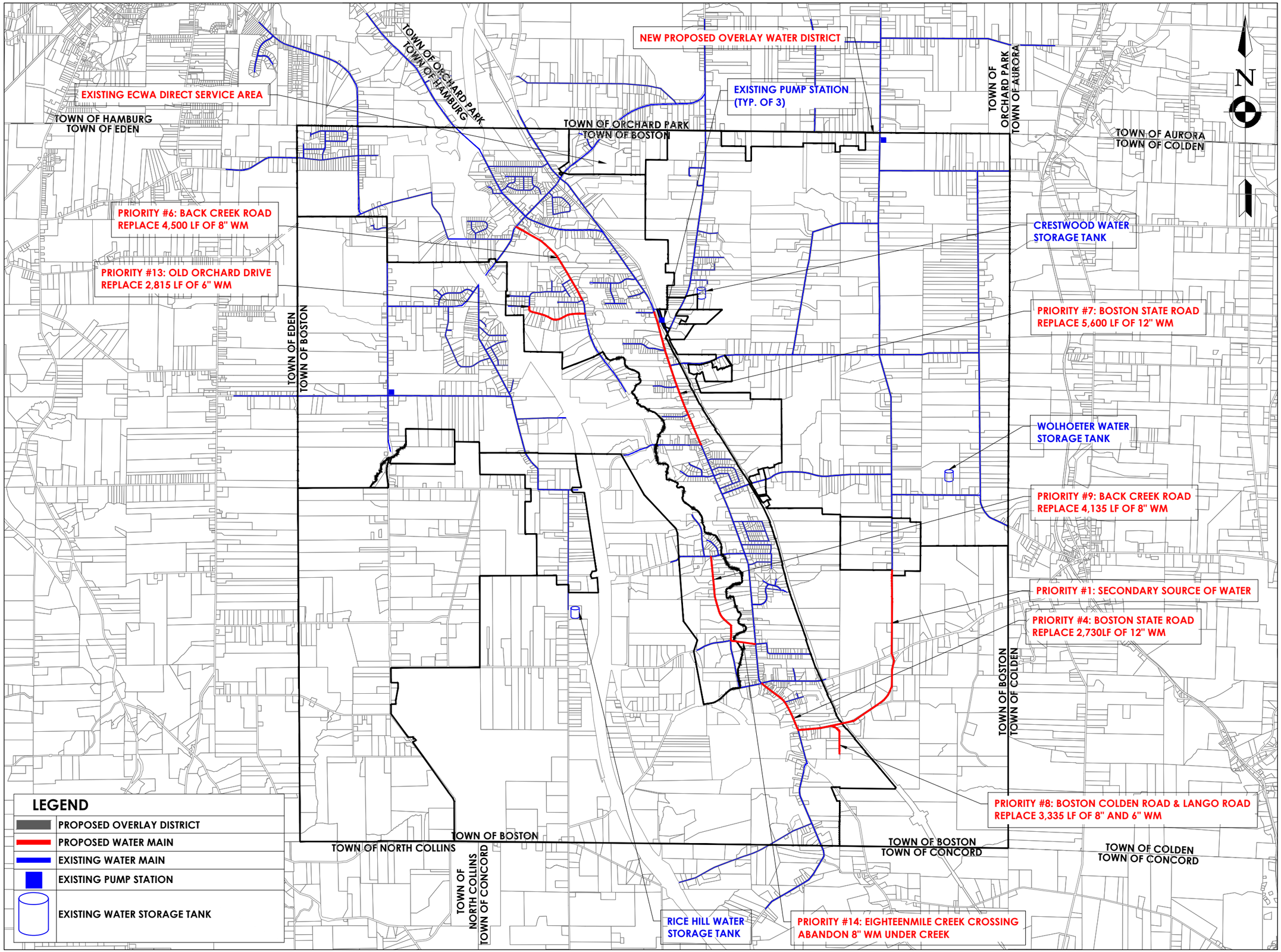
PAYMENT ACCOUNT SETUP INFORMATION

Please complete the following Accounts Payables contact information for invoice submittals.

Contact Name/Title: _____ Contact Phone: _____

Email Address: _____ CC: _____

Additional Submittal Information: _____



Plotted By: Jonathan Rink
Date last plotted: 12/9/2025 10:48 AM
Date last accessed: 8/11/2025 11:14 AM
Sheet size: 11x17
Drawing Name: S:\Projects\Boston_T\Water Sys Rpts\D Design\Reports\Boston Water\2025 WIIA\Figures\Boston 2025 Proposed Improvements.dwg

CPL | Architecture Engineering Planning

726 Exchange Street, Suite 920
Buffalo, NY 14210

CPLteam.com

PROJECT INFORMATION

Project Number
R25.17975.00

Client Name
TOWN OF BOSTON

Project Name
2025 WATER SYSTEM IMPROVEMENTS

Project Address
BOSTON, NEW YORK

SHEET INFORMATION

Issued	Scale
5/15/2025	1" = 4000'
Drawn By	Checked By
JLM	DGI

Drawing Title
ALTERNATIVE 1 PROPOSED IMPROVEMENTS

Drawing Number
FIG 3

CC ENVIRONMENT
& PLANNING

NORTH COUNTRY
ECOLOGICAL SERVICES
Part of the CC Environment Team

BILLING RATES

CALENDAR YEAR 2025

Employee Type	Hourly Rate
Principal Ecologist/Planner	$190.00
Senior Ecologist/Senior Planner	$165.00
Ecologist III/Planner III	$140.00
Ecologist II/Planner II/GIS Analyst	$125.00
Ecologist I/Planner I	$115.00
Field Technician	$85.00
Administrator	$75.00
Travel/Materials/Contracted Services	Cost plus 20%

*Rates are fully burdened and inclusive of overhead and profit; reimbursables (travel, permits, equipment, subcontracts, etc.) billed as specified above.

SJL Wetlands, LLC
P.O. Box 47
Warsaw, NY 14569
716-912-7965

PROPOSAL P00426 January 9, 2026

Jason Keding
Town of Boston Supervisor
8500 Boston State Road
Boston, NY 14025
716-941-6518
supervisor@townofboston.com

Re: Field Wetland Delineation, ± 35 acres (4.38 miles)
Total investigation (including desktop evaluation), 141± acres
Town of Boston Phase 2 Water Project
Town of Boston, Erie County, New York

Dear Supervisor Keding,

Task 1: At your request, SJL Wetlands, LLC is submitting this proposal for a wetland and stream delineation for the site identified above in the Town of Boston, New York. The wetland/stream delineation will be performed in accordance with the currently applicable *Corps of Engineers Wetland Delineation Manual* (1987) and *Northcentral and Northeast Regional Supplement to the Corps of Engineers Wetland Delineation Manual* (Version 2.0 - January 2012) as well as the NYSDEC Freshwater Wetlands Delineation Manual (July 1995). This report will include the location and acreage of wetlands within the investigation area (Including location of individual wetland flags) and characterization of any streams (e.g. perennial, intermittent or ephemeral) as required by the regulatory agencies. The report will also offer an opinion of jurisdiction by the U.S. Army Corps of Engineers (USACE) (federal wetlands) and/or New York State Department of Environmental Conservation (NYSDEC) (state wetlands) for the identified wetlands and streams.

This price includes the survey of the delineated wetlands including wetland delineation flags and streams/drainage features by a licensed land surveyor. The field investigation limits include the areas within the public right-of-way on both sides of the road as depicted on the attached map prepared by CPL dated 5/5/2025. A desktop review of the extension of these wetlands on the adjacent properties will extend a minimum of 100 feet from the limits of the public right-of-way in order to estimate the approximate limits of NYSDEC regulated upland adjacent area which may extend into the project area from wetlands located on private properties. The deliverable will include the detailed wetland delineation report in .pdf format as well as .shp files of the identified wetlands and streams.

Based on the current Part 664 regulations, NYSDEC generally regulates a 100-foot upland adjacent area to any NYSDEC regulated Article 24 wetland; in the cases of productive vernal pools and nutrient poor wetlands, this adjacent area may be extended beyond 100 feet but it is not anticipated these scenarios exist within this project area. The desktop review of the 100-foot extension beyond the public right-of-way will be completed using aerial imagery, field observations and other resource mapping. This evaluation will be approximate since these areas are not permitted for access. Note that much of the investigation area falls within an "urban area" as defined by the US Census Bureau and NYSDEC. Attached is an approximate overlay of the investigation area and "Urban Area" map accessed through the NYS GIS Clearinghouse which NYSDEC is using as their source for the "urban area" designation, whereas per Part 664.6(b) of NYSDEC regulations that went into effect on January 1, 2025, there is no minimum size limit for wetlands to fall under NYSDEC Article 24 regulations.

Areas outside of the "urban area" designation will be evaluated beyond 100 feet from the project area to determine potential NYSDEC Article 24 jurisdiction.

SJL Wetlands LLC proposes to complete this scope of work for a lump sum of **$12,666.00**

Task 2: Recommendations for Restoration: SJL will provide general recommendations (via a separate letter document from the Wetland/Stream Delineation Report) to support the proper restoration of wetlands after the installation of the proposed project improvements. These recommendations will include soil preparation and seeding recommendations for the affected area upon completion of the installation of the various waterlines. This supplemental document will not include recommendations relative to construction methods for the installation of the waterlines.

SJL Wetlands LLC proposes to complete this scope of work for a lump sum of **$600.00**

Task 3: Permitting and Agency Coordination: SJL is proposing a Not To Exceed (NTE) cost for Time and Materials related to Agency Coordination and Permitting relative to Article 24 and Section 404. This task may include attendance of virtual or in-person meetings with NYSDEC and/or USACE during the permitting process, request for Jurisdictional Determinations from both agencies and wetland boundary confirmation of the delineated wetlands, site visits with these agencies to verify the wetland delineation, etc. This task does not include the preparation of a Joint Application for Permit, or response to public comments relative to any application or wetland mitigation plan unless time/funding allows within this Not to Exceed proposal cost. Under this task, time will be billed at a rate of **$150.00 per hour** and material costs will be billed at cost, including current federal mileage rates of $0.725/mile.

SJL Wetlands LLC proposes to complete this scope of work for a Not To Exceed cost of **$5,000.00**

TOTAL COST PROPOSAL: $18,266.00

NOTES:

- All work outside the described scope will be invoiced at $150/hour plus time and material expenses.
- Client is responsible for ensuring site access is approved by the landowner if you are not the landowner.
- Pricing is valid until May 1, 2026. If accepted, the work will be invoiced progressively thereafter and payment will be due within 15 days of invoice.
- Site conditions must be appropriate to complete the investigation (i.e. no snow cover)

SJL Wetlands, LLC
P.O. Box 47
Warsaw, NY 14569
716-912-7965

Receipt of a signed copy of this document will represent your authorization for this scope of work. Feel free to contact me with any questions.

Sincerely Yours,

Scott J. Livingstone

I authorize this work to proceed.

_____

Signature of Responsible Party

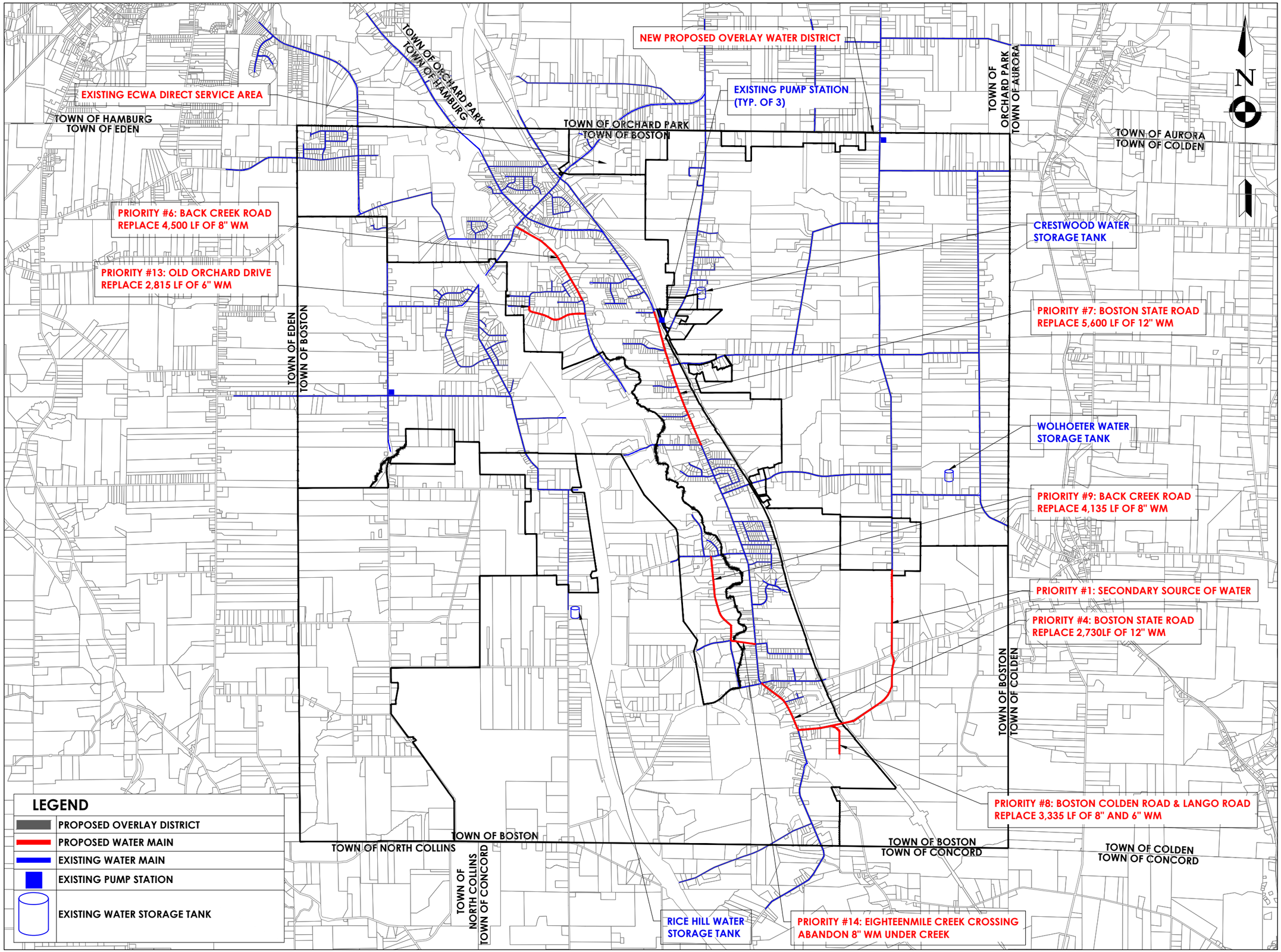
_____

Name (printed or typed) Date

_____

_____

Billing Contact Information and Address (if different than above)



Plotted By: Jonathan Rink
Date last plotted: 12/9/2025 10:48 AM
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CPL | Architecture Engineering Planning

726 Exchange Street, Suite 920
Buffalo, NY 14210

CPLteam.com

PROJECT INFORMATION

Project Number
R25.17975.00

Client Name
TOWN OF BOSTON

Project Name
2025 WATER SYSTEM IMPROVEMENTS

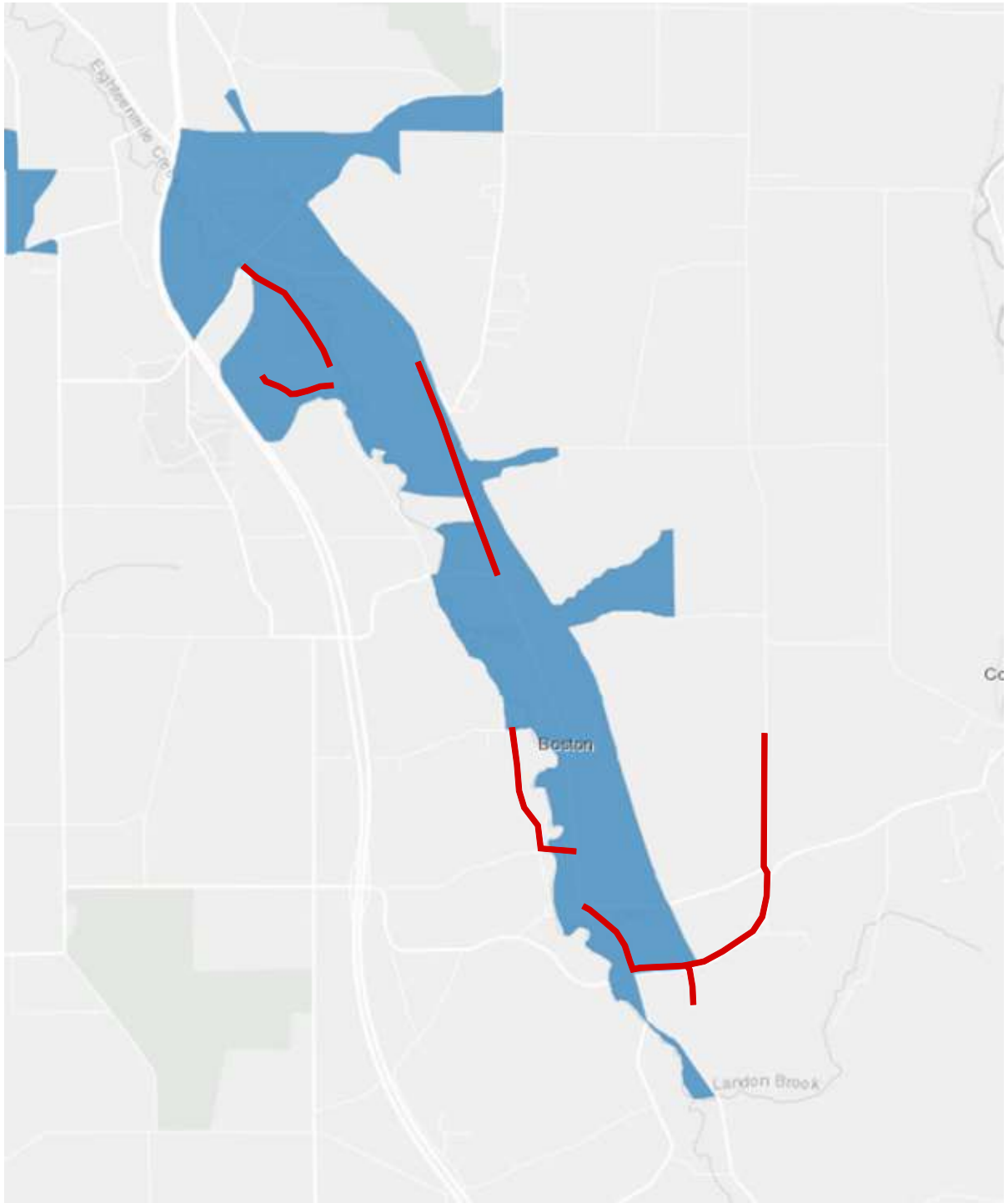
Project Address
BOSTON, NEW YORK

SHEET INFORMATION

Issued	Scale
5/15/2025	1" = 4000'
Drawn By	Checked By
JLM	DGI

Drawing Title
ALTERNATIVE 1 PROPOSED IMPROVEMENTS

Drawing Number
FIG 3


Boston
Landon Brook

JAN 26 AM9:08

-- TOWN OF BOSTON --

2026

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

MRC Disposal

71 Nason Blvd, Springville, NY 14141

716-592-0953

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

A) INSTITUTIONAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - _____

MSW - _____

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - _____

MSW - _____

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - 8 yd dumpster

MSW - 4 yd dumpster

ii. Manner and Place of Disposal:

Recyclables - CEAM, Springville, NY

MSW - Modern, Blasdell, NY

D) RESIDENTAIL customers (excluding Town contract)

i. Manner of Collection:

Recyclables - 15 yd Packer Curbside

MSW - 25/40 yd Packer Curbside

ii. Manner and Place of Disposal:

Recyclables - CEMC

MSW - Modern

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

3. The Applicant hereby agrees to:

   a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).

   b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).

   c. To maintain separate monthly records of municipal solid waste and recylables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.

   d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.

4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: $100

Allison R — Signature

1/16/26 — Date

Allison Buckley — Name

Vice President — Title

License Granted by Town Board: _____ Date

_____ Town Clerk

-- TOWN OF BOSTON --

2026

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

   Modern Disposal Services Inc

   4746 Model City Rd

   Model City NY 14107

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

   A) INSTITUTIONAL Customers

      i. Manner of Collection:

      Recyclables - n/a

      MSW - n/a

      ii. Manner and Place of Disposal:

      Recyclables - n/a

      MSW - n/a

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - N/A

MSW - N/A

ii. Manner and Place of Disposal:

Recyclables - N/A

MSW - N/A

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - FRONTLIFTS, RECYCLING TRUCKS

MSW - REAR PACKERS, ROLL OFF TRUCKS

ii. Manner and Place of Disposal:

Recyclables - BUFFALO RECYCLING ENTERPRISES

MSW - MODERN LANDFILL, COVANTA

D) RESIDENTAIL customers (excluding Town contract)

i. Manner of Collection:

Recyclables - N/A

MSW -

ii. Manner and Place of Disposal:

Recyclables - N/A

MSW -

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

3. The Applicant hereby agrees to:

   a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).

   b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).

   c. To maintain separate monthly records of municipal solid waste and recylables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.

   d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.

4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: $100

B D Sutter — Signature

1/23/26 — Date

Brian D. Sutter — Name

Transport. Coordinator — Title

License Granted by Town Board: _____ Date

_____ Town Clerk

-- TOWN OF BOSTON --

2026

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

TO THE TOWN BOARD
TOWN OF BOSTON:

The undersigned herein applies for a License to collect and dispose of municipal solid waste (referred to hereinafter as "MSW") and recyclable material, and states the following:

1. Applicant's name and address, telephone number:

Waste Management of New York, LLC

10860 Olean Rd.

Chaffee NY 14030

2. Applicant shall collect and dispose of municipal solid waste and recyclable materials in the following manner:

A) INSTITUTIONAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - Buffalo Recycling Center, 266 Hopkins St. Buffalo NY 14220

MSW - CID Landfill, 10860 Olean Rd, Chaffee, NY 14030

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

2. (cont'd)

B) INDUSTRIAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - Buffalo Recycling Facility

MSW - _____

C) COMMERCIAL Customers

i. Manner of Collection:

Recyclables - _____

MSW - _____

ii. Manner and Place of Disposal:

Recyclables - Buffalo Recycling Facility

MSW - _____

D) RESIDENTAIL customers (excluding Town contract)

i. Manner of Collection:

Recyclables - N/A

MSW - N/A

ii. Manner and Place of Disposal:

Recyclables - N/A

MSW - N/A

-- TOWN OF BOSTON --

APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

3. The Applicant hereby agrees to:

   a. Indemnify and hold harmless the Town of Boston for any pending, threatened or actual claims, liability or expense arising from waste disposal in violation of Chapter 63 of the Town Code or not in conformance with this license (S63 -502.B).

   b. To offer collection services for municipal solid waste and recyclables at the same time and on the same day to all of its customers (S63-502.C).

   c. To maintain separate monthly records of municipal solid waste and recylables collected, transported and disposed of in conformance with S63-502.D of the Boston Town Code, and to provide to the Town of Boston quarterly reports containing such information.

   d. To amend or supplement this Application in writing, additional information is required to conform with Chapter 63 of the Town Code.

4. That Applicant has not been adjudged or determined to have violated Chapter 63 of the Town Code within the preceding calendar year.

FEE: $100

Signature

1/26/2026
Date

ANTHONY DASH
Name

DISTRICT MANAGER
Title

License Granted by Town Board: _____
Date

_____
Town Clerk