

AGENDA
REGULAR BOARD MEETING - TOWN OF BOSTON
September 2, 2026 – 7:30 P.M.

ITEM NO. I PRELIMINARY MATTERS

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Other Preliminary Matters

ITEM NO. II REGULAR BUSINESS

1. Correction and Adoption of the Minutes from August 19, 2026
2. Consideration of all Fund Bills

ITEM NO. III CORRESPONDENCE

1. Code Enforcement Officer Report July 2026
2. NYS Department of Agricultural and Markets, Re: Notice of Intent – Water System Improvement Project Phase 2, Town of Boston, Erie County Agricultural District No. 15
3. Erie County Department of Environment and Planning, 30-Day Period for Inclusion of Predominantly Viable Agricultural Lands into Existing Agricultural Districts
4. Application for Use of Meeting Facility – Southtown's Homeschoolers
5. Application for Use of Meeting Facility – Erie County, CDBG public hearing
6. Statement on behalf of NYSDEC and EPA: Monday, August 31, 2026

ITEM NO. IV NEW BUSINESS

1. Requests from the Floor (3-minute time limit per person)
2. Resolution 2026 – 59 Approving Collective Bargaining Agreement with International Union of Operating Engineers Local 17
3. Resolution 2026 – 60 Maplewood Cemetery
4. Schedule Public Hearing for Federal Community Development Grant, CDBG
5. Appointment – MEO Highway

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
AUGUST 19, 2026

DRAFT

TOWN HALL
7:30 P.M.

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

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

Supervisor Keding called the meeting to order at 7:34 pm.

Pledge of Allegiance.

Deacon Robb Ciezki, St. John the Baptist Catholic Church, opened the meeting with a prayer.

Supervisor Keding stated there are no other Preliminary matters.

Supervisor Keding read the Public Hearing Notice:

Please take Notice that the Boston Town Board has scheduled a Public Hearing for 7:35 P.M. on Wednesday, August 19, 2026 at Boston Town Hall, 8500 Boston State Road, Boston, NY on a request by Linwood H Estates, LLC for approval of a Change in Use to office space at 8965 Boston State Road, Boston, NY. All persons interested in the matter shall be heard for or against at such time and place or may file written comments or objections with the Town Clerk until 4:00 P.M. on August 19, 2026.

Dated: July 15, 2026 Published: July 30, 2026
By Order of the Town Board Sandra L. Quinlan, Town Clerk
An Equal Opportunity Provider & Employer

Supervisor Keding stated the public hearing is open for public comment.

The following persons were heard:

Richard Hawkins
Pam Zylinski
Alex Laks

Supervisor Keding stated the public hearing is closed.

Regular business:

A motion was made by Councilwoman Selby and was seconded by Supervisor Keding to approve the minutes of the July 15, 2026 regular meeting.

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

five (5) Yes

Carried

DRAFT

REGULAR BOARD MEETING
AUGUST 19, 2026

TOWN HALL
7:30 P.M.

A motion was made by Councilman Penders and was seconded by Councilwoman Martin upon review by the Town Board, that fund bills in the amount of \$361,697.97 be paid.

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

five (5) Yes

Carried

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

Town Clerk's Report for July 2026

Dog Control Officer Reports July 2026

July Income Statement & Cash Balances

NYSEG and RG&E Deliver Improved Customer Service Results, Exceed Key Performance Benchmarks

Penflex - Boston Emergency Squad LOSAP 2025 Annual Report
Dispatch Call Summary Reports - April, May, and June 2026

Letter of resignation from Daniel Novoa MEO Highway

Letter from Director on behalf of Boston Free Library Association

2027 Budget Schedule

Application for Use of Meeting Facility - Supervisor Keding, Erie County DMV

Application for Use of Meeting Facility - Budget Director Ellie Pericak, Budget Presentation

New business:

Requests from the Floor:

Supervisor Keding stated the floor is open for public comment.

The following persons were heard:

Richard Hawkins

Joanne Bonsack

Deputy Miller, Community Engagement Team, Erie County Sheriff's Office

Supervisor Keding stated the floor is closed.

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

RESOLUTION 2026 - 56

**APPROVING CHANGE IN USE
LINWOOD H ESTATES, LLC - 8965 BOSTON STATE ROAD**

WHEREAS, Linwood H Estates, LLC has submitted a request to the Town of Boston for approval of a Change in Use for the property located at 8965 Boston State Road, Boston, New York, to permit the use of the premises as office space; WHEREAS, the request was referred to and reviewed by the Town of Boston Planning Board; and

WHEREAS, at its meeting held on July 14, 2026, the Planning Board voted to recommend that the Town Board approve the requested Change in Use; and

WHEREAS, following the Planning Board's recommendation, the Town Board scheduled a public hearing on the requested Change in Use for August 19, 2026 at 7:35 p.m. at the Boston Town Hall, 8500 Boston State Road, Boston, New York; and

WHEREAS, notice of said public hearing was duly published advising all interested persons that they would have an opportunity to be heard for or against the requested Change in Use; and

WHEREAS, the Town Board conducted the duly noticed public hearing on August 19, 2026, at which time all persons wishing to be heard concerning the application were afforded an opportunity to be heard; and

WHEREAS, the Town Board has considered the application, the recommendation of the Planning Board, and all comments and information presented in connection with the public hearing; and

WHEREAS, after due consideration, the Town Board finds that the requested Change in Use to office space at 8965 Boston State Road is appropriate and should be approved;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Boston hereby approves the request of Linwood H Estates, LLC for a Change in Use to office space at the property located at 8965 Boston State Road, Boston, New York; and be it further

RESOLVED, that this approval is limited to the Change in Use described in the application and considered by the Town Board, and shall be subject to compliance with all applicable provisions of the Town of Boston Code and all other applicable federal, state, and local laws, rules, regulations, permits, and approvals; and be it further

RESOLVED, that the Town Clerk and other appropriate Town officials are hereby authorized to take such actions as may be necessary to effectuate this Resolution.

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

five (5) Yes

Carried

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

RESOLUTION 2026 - 57

**AMENDING 2026 BUDGET TO PROPERLY
ACCOUNT FOR INSURANCE RECOVERIES**

WHEREAS, the Town of Boston received unanticipated revenues from Progressive Insurance in the amount of \$2,618.68 regarding the vehicular damage caused to a town-owned holiday light silhouette; and
WHEREAS, the Town of Boston received unanticipated revenues from USAA Insurance in the amount of \$2,366.00 plus a second claim pending for \$282.50 regarding the vehicular damage caused to the town-owned Welcome to Boston signage; and
WHEREAS, these funds were deposited into revenue account A00-2680-0000 (Insurance Recoveries); and
WHEREAS, the Town approved the replacement of the Silhouette through Holiday Outdoor Decor, chargeable to account A00-7550-0400 (Celebrations - Contractual), and
WHEREAS, the Town approved the replacement of the Welcome to Boston signs from Richard-Cin Signs with labor and installation performed by Loudon Building Co., chargeable to A00-1620-0400 (Buildings - Contractual); and
WHEREAS, neither these revenues nor expenditures were included in the amount budgeted for the fiscal year ended December 31, 2026;
NOW THEREFORE BE IT RESOLVED, that the Town of Boston Budget hereby is amended effective immediately:

1) Increase Appropriations:

Account No. A00-7550-0400	Celebrations - Contractual	\$2,618.68
Account No. A00-1620-0400	Buildings - Contractual	\$2,648.50

2) Increase Revenues:

Account No. A00-2680-0000	Insurance Recoveries	\$5,267.18
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Supervisor Keding	Yes	Councilwoman Martin	Yes
Councilman Penders	Yes	Councilwoman Selby	Yes
Councilman Stephan	Yes		

five (5) Yes

Carried

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

RESOLUTION 2026 - 58

**AUTHORIZING REPAIR OF TROOPER BARRACKS
DEFECTIVE HVAC COMPRESSOR**

WHEREAS, the Town of Boston owns a secondary building located at 8550 Boston State Rd, which is occupied by the New York State Troopers, Troop A; and
WHEREAS, the Town has identified a failed compressor in Condensing Unit No. 4 at the New York State Trooper Barracks; and

WHEREAS, the repair and replacement of the failed compressor is required to restore Condensing Unit No. 4 and allow the building's HVAC system to operate at full capacity; and

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

Company	Quote
Danforth	\$4,982.00
Mollenberg-Betz	\$5,049.00
Tri-R Mechanical	\$6,394.59

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Boston hereby authorizes the Town Supervisor to contract with Danforth in the amount of \$4,982.00 for the repair and installation of a new compressor at the New York State Trooper Barracks building.

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

five (5) Yes

Carried

A motion was made by Councilman Stephan and was seconded by Councilwoman Martin to Update Mileage Reimbursement Rate from \$0.725 to \$0.76 in conjunction with IRS update of July 1, 2026.

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

five (5) Yes

Carried

A motion was made by Councilwoman Martin and was seconded by Councilwoman Selby to approve CCD Property Management LLC Mobile Home Park License, upon recommendation from Code Enforcement Officer Reed. The license shall cover the period July 1, 2026 through June 30, 2027.

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

five (5) Yes

Carried

A motion was made by Councilman Penders and was seconded by Supervisor Keding to approve the Boston Fire Company Drive Thru Dinner Fundraiser request for October 4, 2026 from 10:00 am to 2:00 pm or sold out at Boston Fire Hall, Mill Street.

REGULAR BOARD MEETING
AUGUST 19, 2026

DRAFT

TOWN HALL
7:30 P.M.

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

five (5) Yes Carried

A motion was made by Councilman Penders and was seconded by Councilwoman Martin to approve the request from Zoning Board of Appeals member Pam Zylinski to attend the NYAOT Planning and Zoning School, August 11, 2026 in Chautauqua.

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

five (5) Yes Carried

A motion was made by Supervisor Keding and was seconded by Councilwoman Selby to schedule a public hearing for Matt Kolodziejczak, 7631 Zimmerman Road, Site Plan Approval of a proposed new office building, September 16, 2026 at 7:35 pm.

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

five (5) Yes Carried

Supervisor Keding stated that there is no Old business.

Reports and Presentations:

Highway Superintendent Telaak reported on the following:

Road salt prices have increased significantly, rising from \$57.00 per ton last year to over \$93.00 per ton this year resulting in an estimated additional cost of approximately \$80,000 for that line item.

Brush pickup will commence September 1st, with each road covered once in September and once again in October.

The department's bucket truck has been determined to have a broken frame and multiple mechanical issues rendering it undrivable on public roads.

Three replacement options from different vendors were submitted to the Supervisor for review.

The Superintendent reiterated a longstanding request for a cold storage pole barn at the highway department for winter equipment storage.

Councilwoman Selby reported on the following:

Attended the previous evening's concert in the park, noting a full house, excellent music, and active community participation including Lion's Club hot dog sales. Acknowledged the approaching budget season, noting that

increasing costs — including payroll, new highway contracts, and collective bargaining — will make it a challenging year, while expressing confidence in the Supervisor's office and the Town's bookkeeper to manage the process prudently given the Town's adequate reserves.

Councilman Penders reported on the following:

Noted a quiet summer and reported he would be attending a joint chief's fire meeting on August 25th. Commended the Town's bookkeeper for giving the Board the basics for the beginning of the budget.

Councilman Stephan reported on the following:

Reported receiving several phone calls and emails from residents over the past month or two regarding input and what they would like addressed. Actively pursuing a rewriting and reevaluation of certain town ordinance language, acknowledging this would be a longer-term effort likely to take shape during the winter months. Attended a few of the summer concerts, great to see the large attendance.

Councilwoman Martin reported on the following:

Nothing to report.

Town Clerk Quinlan reported on the following:

Blood drive held on Tuesday, August 4th, was a success, Barbara Moore did sponsor this one in memory of Trooper David Brinkerhoff. 33 units were collected, helping 99 local patients. Next blood drive is scheduled for Tuesday, September 1st, from 2:00 to 7:00 PM in the community room. Update on DEC hunting licenses, deer management permits (DMPs) are available through October 1st. This year, choices 3 and 4 have been added in specific areas, with guaranteed issuance in those areas at no additional charge.

Supervisor Keding reported on the following:

Regarding code enforcement, raised by Ms. Bonsack, clarified that code enforcement officers are licensed by New York State and that the Town Board does not direct their enforcement decisions. He noted that the code enforcement officers Shawn and Bob have been reviewing the referenced property. He further clarified that the Zoning Board of Appeals is a quasi-judicial board independent of the Town Board, and that while he would convey the concern to ZBA Chair Lisa Rood, the Board does not and cannot influence its decisions.

Regarding the New York State DEC slag and radiation contamination investigation, Supervisor's office was contacted by the Buffalo Region DEC on Monday morning. Supervisors in affected towns have been informed that parcel addresses, owner names, and specific locations would not be disclosed to local officials. Residents with concerns are directed to the DEC resident hotline at 518-712-8279, which covers both Niagara and Erie County DEC. Property owners would be contacted directly by DEC agents seeking

permission to enter and test their properties, and that the investigation is being handled at the state and federal level by the DEC and EPA. He committed to sharing any further information as it becomes available through the Supervisor's office and social media.

Supervisor Keding acknowledged the speed enforcement activity on South Abbott Road in response to resident requests for speed reduction.

Speed complaints have also been received regarding Boston State Road following its recent repaving.

Holiday lighting contractor plans to begin installation on August 24th, with completion targeted between September 14th - 18th.

Mobile Erie County DMV unit will be hosted at the Town Hall courtroom on September 11th, arranged through a collaboration with Erie County Clerk Mickey Kearns. He encouraged residents to attend and spread the word, noting that a strong turnout would improve prospects for future mobile DMV and future pistol permit licensing visits.

Regarding the Water Phase 2 project, the engineering report is complete. Advising residents with flower beds, trees, or other landscaping within road right-of-ways to consider relocating those items, as the upcoming project may require work in those areas. The selected contractor will be required to notify residents directly prior to construction, and that pre- and post-construction photographs will be taken.

The Supervisor noted that he and Councilman Penders will be working together in the coming months on EMS contract and fire contracts, in addition to budget season.

A new grant opportunity has emerged that may allow the Town to update playground equipment behind Town Hall. He noted the project would be costly — estimated at over \$600,000 — due to the requirement that all new equipment be fully ADA accessible.

Addressed Highway Superintendent request for a pole barn. Like last time, we'll have an engineer design something. According to General Municipal Law, it has to go out to bid if it's over \$30,000.

Regarding the bucket truck email, I did not have the opportunity to have a conversation with the board. But did have a conversation with Town of Amherst and Town of Aurora, had explored an intergovernmental equipment transfer as a potential alternative.

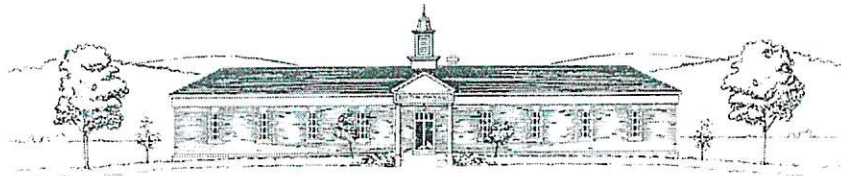
A motion was made by Supervisor Keding and was seconded by Councilwoman Martin to adjourn the meeting at 8:17 p.m.

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

five (5) Yes

Carried

SANDRA L. QUINLAN, BOSTON TOWN CLERK



TOWN OF BOSTON

Town Board Meeting: September 2, 2026 Meeting

Abstract #1 – 2026 Payables	Journal #AP-5890	\$ 159,474.65
Less Credit – A Fund	Highmark BCBS	- 788.89
Less Credit – A Fund	NYSEG	- 75.30
Less Credit – DB Fund	Sweeper Parts Sales	- 200.00
		\$ 158,410.46

Total Payables Due

\$ 158,410.46

Breakout by Fund:

2026

General (A) Fund:	\$ 31,471.23
Highway (DB) Fund:	\$ 52,612.23
Lighting (L30) Fund:	\$ -
Fire (SF) Fund:	\$ -
Ambulance (SM) Fund:	\$ 408.74
Refuse & Garbage (SG) Fund:	\$ -
Water Funds:	\$ -
Trust & Agency (TA):	\$ -
Capital Projects (H):	\$ 73,918.26

Total expenses submitted for approval:

\$ 158,410.46

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.

September 2, 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 - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026	Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENCLIQ	Seq #
A00-0600-0000-0000	ACCOUNTS PAYABLE	Fund A00 AP Account	9/2/2026	Fund A00 AP Account	\$0.00	\$31,471.23	\$0.00	101
A00-0690-0000-0000	CLEARING ACCT-JUSTICE	OFFICE OF STATE COMPTROLLER 1430830-2026-07-01 July 2026 - Justice Courts Funds to State/County	9/2/2026	Vendor#: 178	\$4,644.00	\$0.00	\$0.00	1
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 8/21/26 Reimb. Mileage for Deposits to NBT Bank (Round Trip 6 miles x \$0.76/mile x 6 trips) 8/4, 8/7, 8/11, 8/21, 8/25, 8/28 - White out (Ollie's)	9/2/2026	Vendor#: 1938	\$13.05	\$0.00	\$0.00	85
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 8/21/26 Reimb. Mileage for Deposits to NBT Bank (Round Trip 6 miles x \$0.76/mile x 6 trips) 8/4, 8/7, 8/11, 8/21, 8/25, 8/28 - White out (Ollie's)	9/2/2026	Vendor#: 1938	\$6.99	\$0.00	\$0.00	86
A00-1110-4000-0000	TOWN JUSTICE-CONTR	Rebecca Neudeck 8/21/26 Reimb. Mileage for Deposits to NBT Bank (Round Trip 6 miles x \$0.76/mile x 6 trips) 8/4, 8/7, 8/11, 8/21, 8/25, 8/28 - White out (Ollie's)	9/2/2026	Vendor#: 1938	\$13.68	\$0.00	\$0.00	87
A00-1110-4000-0000	TOWN JUSTICE-CONTR	International Institute of Buffalo IIB-32110-A Rohingya Language Interpreter for Case #26050005	9/2/2026	Vendor#: 2168	\$262.21	\$0.00	\$0.00	88
A00-1220-0400-0000	SUPERVISOR- CONTR	Jason Keding 8/27/2026 Association of Erie County Gov't Meeting - 8/27/2026	9/2/2026	Vendor#: 1568	\$65.00	\$0.00	\$0.00	100
A00-1420-0401-0000	ATTORNEY- CONTR	ATTEA & ATTEA, P.C. 14045 Real Estate Disputes & Litigation - Boston Valley Capital (7074 State Road)	9/2/2026	Vendor#: 633	\$100.00	\$0.00	\$0.00	21
A00-1620-0400-0000	BUILDINGS- CONTR	Charter Communications 142054301081426 Acct. #142054301 - Elevator Phone (8/15/26 - 9/14/26); Fees & Surcharges	9/2/2026	Vendor#: 1242	\$49.29	\$0.00	\$0.00	24
A00-1620-0400-0000	BUILDINGS- CONTR	MSC INDUSTRIAL SUPPLY CO. 70991021 Pro-fit Can Liner (32 Gallon) for Buildings	9/2/2026	Vendor#: 699	\$68.28	\$0.00	\$0.00	33
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 8/26 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (10080 kwh) - Less Solar Credit	9/2/2026	Vendor#: 37	\$752.95	\$0.00	\$0.00	13
A00-1620-0400-0000	BUILDINGS- CONTR	NYSEG 8/26 - Acct. #1001-0312-469 Acct. #1001-0312-469 - Town Hall (10080 kwh) - Less Solar Credit	9/2/2026	Vendor#: 37	\$0.00	\$75.30	\$0.00	14
A00-1620-0400-0000	BUILDINGS- CONTR	MSC INDUSTRIAL SUPPLY CO. 67857061 1-ply Toilet Tissue (6 count)	9/2/2026	Vendor#: 699	\$39.30	\$0.00	\$0.00	15
A00-1620-0400-0000	BUILDINGS- CONTR	Constellation NewEnergy, Inc. 73330676101 Acct. #15447649 - NYSEG Energy Supply - Town Hall (8/26) 10080 kwh	9/2/2026	Vendor#: 2100	\$790.95	\$0.00	\$0.00	5

**Town of Boston
Journal Proof Report
Fiscal Year: 2026**

Created By: epericak

Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026		Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-1620-0400-0000	BUILDINGS- CONTR	NRG Business Marketing HS65576131 Acct. #974809- 972543 - National Fuel Gas Supply (August 2026)	9/2/2026	Vendor#: 2103	\$30.61	\$0.00	\$0.00		17
A00-1620-0400-0000	BUILDINGS- CONTR	McAllister Plumbing Heating & Cooling 33787 Annual Backflow Testing - Town Hall Boiler Room - Fail 6/22/26 - Install New Backflow device at Town Hall (PO 0735) - Pass 8/19/26	9/2/2026	Vendor#: 1573	\$370.80	\$0.00	\$0.00		40
A00-1620-0400-0000	BUILDINGS- CONTR	McAllister Plumbing Heating & Cooling 33787 Annual Backflow Testing - Town Hall Boiler Room - Fail 6/22/26 - Install New Backflow device at Town Hall (PO 0735) - Pass 8/19/26	9/2/2026	Vendor#: 1573	\$1,080.66	\$0.00	\$0.00		41
A00-1620-0400-0000	BUILDINGS- CONTR	Haier's Fire Extinguisher 9262 Maintenance Agreement for Town Hall - Service Call, Inspections, Hydro Test, 5# ABC Recharges	9/2/2026	Vendor#: 1667	\$251.00	\$0.00	\$0.00		50
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 1YRQ- VX9W-3VPM BUILDINGS: Microfiber Wholesale 18" mop pads	9/2/2026	Vendor#: 2003	\$56.98	\$0.00	\$0.00		53
A00-1620-0400-0000	BUILDINGS- CONTR	Patrick Francis 8/27/26 Reimb. Mileage Reimbursement - 3 Trips to N. Boston Park + Trip to Rucker Lumber (22.3 miles x \$0.76) - 8/19, 8/27	9/2/2026	Vendor#: 2107	\$16.95	\$0.00	\$0.00		54
A00-1620-0400-0000	BUILDINGS- CONTR	Amazon Capital Services 17P7- 9DV9-3XF1 BUILDINGS: Phone Case, screen protector	9/2/2026	Vendor#: 2003	\$26.98	\$0.00	\$0.00		99
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	VACINEK HEATING & ROOFING, INC 46651 Boys & Girls Club - Bathroom Sink leak repair	9/2/2026	Vendor#: 1563	\$165.00	\$0.00	\$0.00		39
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NYSEG 8/26 - Acct. #1003-3567- 107 Acct. #1003-3567-107 - Boys & Girls Club (2448 kwh)	9/2/2026	Vendor#: 37	\$268.21	\$0.00	\$0.00		8
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	Constellation NewEnergy, Inc. 73339203801 Acct. #15446179 - NYSEG Energy Supply - Boys & Girls Club (8/26) 2448 kwh	9/2/2026	Vendor#: 2100	\$192.07	\$0.00	\$0.00		26
A00-1620-0402-0000	BUILDING- CONTR-REC CENTER	NRG Business Marketing HS65576131 Acct. #974809- 972543 - National Fuel Gas Supply (August 2026)	9/2/2026	Vendor#: 2103	\$1.58	\$0.00	\$0.00		19
A00-1620-0403-0000	BUILDING- CONTR- HIGHWAY	Haier's Fire Extinguisher 9168 Maintenance Agreement for Highway - Service Call, Inspections, Hydro Tests, New #5 ABC, Used 5# ABC, 2 1/2 ABC Recharge, #10 ABC Recharge, #5 ABC Recharge	9/2/2026	Vendor#: 1667	\$480.00	\$0.00	\$0.00		51

**Town of Boston
Journal Proof Report
Fiscal Year: 2026**

Created By: epericak

Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026	Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #
A00-1670-0403-0000	CENT PRINT/MAIL- CONTR	GreatAmerica Financial Svcs. 42776368 Agreement #018- 1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier, late fee	9/2/2026	Vendor#: 2039	\$175.24	\$0.00	\$0.00	2
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	GreatAmerica Financial Svcs. 42776368 Agreement #018- 1753664-000 - Lease for Kyocera TASKalfa 4054ci Copier, late fee	9/2/2026	Vendor#: 2039	\$26.00	\$0.00	\$0.00	3
A00-1930-0000-0000	JUDGEMENT AND CLAIMS	NYSEG 8/26 - Acct. #1003-3567- 107 Acct. #1003-3567-107 - Boys & Girls Club (2448 kwh)	9/2/2026	Vendor#: 37	\$4.13	\$0.00	\$0.00	9
A00-1950-0000-0000	TAXES & ASSESSMNTS ON PROPERTY	HOWARD P. SCHULTZ & ASSOCIATES 8/24/26 Appraisal Report - EMS Building S.B.L. - 241.00-2-5.211	9/2/2026	Vendor#: 308	\$1,500.00	\$0.00	\$0.00	52
A00-1989-0400-0000	OTHER GENERAL GOV'T SUPPORT	Rotella Grant Management 9012026 September 2026 - Grant Writing Services	9/2/2026	Vendor#: 2056	\$1,900.00	\$0.00	\$0.00	7
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 73332639201 Acct. #15446175 - NYSEG Energy Supply - Boston Colden Signal (8/26) 10 kwh	9/2/2026	Vendor#: 2100	\$0.79	\$0.00	\$0.00	34
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 73332641101 Acct. #15446178 - NYSEG Energy Supply - Boston Cross Signal (8/26) 271 kwh	9/2/2026	Vendor#: 2100	\$21.27	\$0.00	\$0.00	35
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	Constellation NewEnergy, Inc. 73332637801 Acct. #15446171 - NYSEG Energy Supply - Boston State Signal (8/26) 56 kwh	9/2/2026	Vendor#: 2100	\$4.39	\$0.00	\$0.00	36
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 8/26 - Acct. #1001-9307- 296 Acct. #1001-9307-296 - Boston Colden Signal (10 kwh)	9/2/2026	Vendor#: 37	\$24.24	\$0.00	\$0.00	10
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 8/26 - Acct. #1001-9308- 690 Acct. #1001-9308-690 - Boston Cross Signal (271 kwh)	9/2/2026	Vendor#: 37	\$59.60	\$0.00	\$0.00	11
A00-3310-0400-0000	TRAFFIC CONTROL-CONTR	NYSEG 8/26 - Acct. #1001-9309- 037 Acct. #1001-9309-037 - Boston State Signal (56 kwh)	9/2/2026	Vendor#: 37	\$30.47	\$0.00	\$0.00	12
A00-3620-0400-0000	SAFETY INSPECT- CONTR	Western Southern Tier Building Officials Assoc. 2026 Western Southern Tier Building Official's Educational Conference (9/16/26 - 9/18/26) - Robert Reed	9/2/2026	Vendor#: 2038	\$325.00	\$0.00	\$0.00	94
A00-5132-0400-0000	GARAGE-CONTR	Constellation NewEnergy, Inc. 73330676201 Acct. # 15446170 - NYSEG Energy Supply - HWY Barn (8/26) - 1840 kwh	9/2/2026	Vendor#: 2100	\$144.39	\$0.00	\$0.00	6
A00-5132-0400-0000	GARAGE-CONTR	NRG Business Marketing HS65576131 Acct. #974809- 972543 - National Fuel Gas Supply (August 2026)	9/2/2026	Vendor#: 2103	\$11.59	\$0.00	\$0.00	16

**Town of Boston
Journal Proof Report
Fiscal Year: 2026**

Created By: epericak

Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026		Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #	
A00-5132-0400-0000	GARAGE-CONTR	NYSEG 8/26 - Acct. #1001-0312-477 Acct. #1001-0312-477 - Highway Barn (1840 kwh)	9/2/2026	Vendor#: 37	\$270.78	\$0.00	\$0.00	22	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4278084370 HIGHWAY: Uniforms	9/2/2026	Vendor#: 1758	\$88.75	\$0.00	\$0.00	68	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4278823524 HIGHWAY: Uniforms	9/2/2026	Vendor#: 1758	\$77.19	\$0.00	\$0.00	69	
A00-5132-0400-0000	GARAGE-CONTR	Cintas 4279576391 HIGHWAY: Uniforms	9/2/2026	Vendor#: 1758	\$77.19	\$0.00	\$0.00	70	
A00-6772-0400-0000	PROGRAMS FOR AGING-CONTR	McCullagh Coffee 150394 Coffee for Nutrition Program	9/2/2026	Vendor#: 1768	\$114.40	\$0.00	\$0.00	42	
A00-7110-0400-0000	PARKS- CONTR	NYSEG 8/26 - Acct. #1001-6047-333 Acct. #1001-6047-333 - Town Park (1269 kwh)	9/2/2026	Vendor#: 37	\$193.96	\$0.00	\$0.00	38	
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. July 2026 - Parks July 2026 - Parks Gas (42.15 Gallons) & Diesel (57.40 Gallons)	9/2/2026	Vendor#: 90	\$213.81	\$0.00	\$0.00	71	
A00-7110-0400-0000	PARKS- CONTR	BOSTON HIGHWAY DEPT. July 2026 - Parks July 2026 - Parks Gas (42.15 Gallons) & Diesel (57.40 Gallons)	9/2/2026	Vendor#: 90	\$164.81	\$0.00	\$0.00	72	
A00-7110-0400-0000	PARKS- CONTR	NYSEG 8/26 - Acct. #1009-1678-366 Acct. #1009-1678-366 - N. Boston Park (194 kwh)	9/2/2026	Vendor#: 37	\$53.87	\$0.00	\$0.00	23	
A00-7110-0400-0000	PARKS- CONTR	Constellation NewEnergy, Inc. 73350384601 Acct. #15446177 - NYSEG Energy Supply - Town Hall Park (8/26) 1269 kwh	9/2/2026	Vendor#: 2100	\$99.43	\$0.00	\$0.00	25	
A00-7110-0400-0000	PARKS- CONTR	Safe Playing Surfaces LLC 1417 Layout & Painting of Football Field End Zones	9/2/2026	Vendor#: 2138	\$250.00	\$0.00	\$0.00	30	
A00-7110-0400-0000	PARKS- CONTR	Constellation NewEnergy, Inc. 73362986101 Acct. #15446167 - NYSEG Energy Supply - N. Boston Park (8/26) 194 kwh	9/2/2026	Vendor#: 2100	\$15.18	\$0.00	\$0.00	31	
A00-7110-0400-0000	PARKS- CONTR	Modern Portable Toilets, Inc. 20340312 Portable Toilet @ South Boston Park 7/1/26 - 7/31/26	9/2/2026	Vendor#: 1990	\$185.00	\$0.00	\$0.00	67	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BEDORE TOURS 2081-0 Boston Seniors - Trip to Seneca Allegany Resort & Casino (11/16/26)	9/2/2026	Vendor#: 1383	\$1,380.00	\$0.00	\$0.00	29	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$5.24	\$0.00	\$0.00	43	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$67.18	\$0.00	\$0.00	44	
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$175.00	\$0.00	\$0.00	45	

**Town of Boston
Journal Proof Report
Fiscal Year: 2026**

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Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026		Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$125.00	\$0.00	\$0.00		46
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$15.60	\$0.00	\$0.00		47
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 1/2026 - 7/2026 January - July 2026 Reimbursements	9/2/2026	Vendor#: 595	\$549.98	\$0.00	\$0.00		48
A00-7620-0400-0000	ADULT REC- BOSTON SRS.	BOSTON SENIORS CLUB 8/21/2026 Wendels' Chicken Dinner (x60)	9/2/2026	Vendor#: 595	\$495.00	\$0.00	\$0.00		49
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260820308085 Health Insurance Premiums - September 2026	9/2/2026	Vendor#: 1378	\$9,980.48	\$0.00	\$0.00		55
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260820308085 Health Insurance Premiums - September 2026	9/2/2026	Vendor#: 1378	\$2,201.13	\$0.00	\$0.00		59
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 895156 Employee Funded Supplemental Health Ins. - August 2026	9/2/2026	Vendor#: 1887	\$716.58	\$0.00	\$0.00		27
A00-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A117097-IN HRA Admin Fee - August 2026	9/2/2026	Vendor#: 2054	\$57.32	\$0.00	\$0.00		83
DB0-0600-0000-0000	ACCOUNTS PAYABLE	Fund DB0 AP Account	9/2/2026	Fund DB0 AP Account	\$0.00	\$52,612.23	\$0.00		104
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 26379 09F21HB-9.5mm<.3-402.09 Asphalt for POP (39.88 tons) & Drainage (24.01 tons)	9/2/2026	Vendor#: 212	\$3,160.50	\$0.00	\$0.00		90
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 26515 -2" SCR Gravel 304.15 TP4 (202.95 tons) - for Roadwork	9/2/2026	Vendor#: 212	\$2,739.84	\$0.00	\$0.00		91
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 25854 09F21HB-9.5mm<.3-402.09 Asphalt for POP (15.99 tons)	9/2/2026	Vendor#: 212	\$1,474.25	\$0.00	\$0.00		92
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 25888 09F21HB-9.5mm<.3-402.09 Asphalt for POP (111.15 tons)	9/2/2026	Vendor#: 212	\$10,081.11	\$0.00	\$0.00		93
DB0-5110-0400-0000	GENERAL REPAIRS-CONTR	GERNATT ASPHALT PRODUCTS, INC. 26207 -2" SCR Gravel 304.15 TP4 (55.50 tons) - for Roadwork	9/2/2026	Vendor#: 212	\$749.25	\$0.00	\$0.00		80
DB0-5110-0420-0000	GEN REPAIRS- DRAINAGE	GERNATT ASPHALT PRODUCTS, INC. 26379 09F21HB-9.5mm<.3-402.09 Asphalt for POP (39.88 tons) & Drainage (24.01 tons)	9/2/2026	Vendor#: 212	\$2,634.21	\$0.00	\$0.00		89

**Town of Boston
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Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026		Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC	LIQ	Seq #
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Sweeper Parts Sales 44872 Intake Seat VT650, Tire, Intake Duct, Freight (PO 415)	9/2/2026	Vendor#: 1992	\$2,377.33	\$0.00	\$0.00		81
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Sweeper Parts Sales 44227 Credit for Retrofitting Coolant Tank	9/2/2026	Vendor#: 1992	\$0.00	\$200.00	\$0.00		82
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Amazon Capital Services 1XDP-64JT-RN7D HIGHWAY: High/Low Beam Rocker Switch, Steel Blade for Circular Saw	9/2/2026	Vendor#: 2003	\$119.36	\$0.00	\$0.00		78
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Fastenal Company NYORC99915 Nylon Insert Lock Nut, Hex Cap Screw	9/2/2026	Vendor#: 1598	\$51.02	\$0.00	\$0.00		60
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Fastenal Company NYORC99999 Socket Head Cap Screw	9/2/2026	Vendor#: 1598	\$16.44	\$0.00	\$0.00		61
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Guis Ace Hardware 32331/7 Rust Preventive Paint (RSTP IE OB) - 2 Quarts	9/2/2026	Vendor#: 2008	\$36.88	\$0.00	\$0.00		62
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SHARCO ENT. INC. 1-2026 Inspections for 2009 Dodge Ram 4500, 2024 Silverado 3500H, 2009 Ford F-550 (Inspections done in 2025)	9/2/2026	Vendor#: 1267	\$40.00	\$0.00	\$0.00		63
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	SHARCO ENT. INC. 2-2026 Inspections for 2009 Dodge Ram 4500, 2024 Silverado 3500H, 2017 BEBU, (2) 2023 Silverado 2500 (Inspections done in 2026)	9/2/2026	Vendor#: 1267	\$99.00	\$0.00	\$0.00		64
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	Linde Gas & Equipment Inc. 58593918 Acetylene & Oxygen Cylinder Rental (7/20/26 - 8/20/26)	9/2/2026	Vendor#: 2009	\$187.72	\$0.00	\$0.00		65
DB0-5130-0400-0000	MACHINERY- CONTRACTUAL	FLEET PRIDE 136625050 R&R Gear Box plus freight	9/2/2026	Vendor#: 177	\$1,122.22	\$0.00	\$0.00		66
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 1694850 Salt (72.86 tons) - Tickets 9753713, 9753717	9/2/2026	Vendor#: 1694	\$4,210.58	\$0.00	\$0.00		73
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 1695642 Salt (39.21 tons) - Ticket 9753720	9/2/2026	Vendor#: 1694	\$2,265.95	\$0.00	\$0.00		74
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 1693457 Salt (74.04 tons) - Tickets 9753710, 9753711	9/2/2026	Vendor#: 1694	\$4,278.77	\$0.00	\$0.00		75
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	Compass Minerals America 1693834 Salt (35.84 tons) - Tickets 9753712	9/2/2026	Vendor#: 1694	\$2,071.19	\$0.00	\$0.00		76
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	INNOVATIVE MUNICIPAL PROD. INC PS-INV016311 3967 Gallons Magic Minus Zero Liquid De-icer	9/2/2026	Vendor#: 152	\$7,046.19	\$0.00	\$0.00		77
DB0-5142-0400-0000	SNOW REMOVAL- CONTRACTUAL	GERNATT ASPHALT PRODUCTS, INC. 26309 Abrasive Sand for Winter (461.17 tons)	9/2/2026	Vendor#: 212	\$2,351.98	\$0.00	\$0.00		79

**Town of Boston
Journal Proof Report
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Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC/LIQ	Seq #
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Lifetime Benefits Solutions, Inc. A117097-IN HRA Admin Fee - August 2026	9/2/2026	Vendor#: 2054	\$41.68	\$0.00	\$0.00	84
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260820308085 Health Insurance Premiums - September 2026	9/2/2026	Vendor#: 1378	\$5,048.65	\$0.00	\$0.00	56
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260820308085 Health Insurance Premiums - September 2026	9/2/2026	Vendor#: 1378	\$763.44	\$0.00	\$0.00	57
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Highmark BCBSWNY 260820308085 Health Insurance Premiums - September 2026	9/2/2026	Vendor#: 1378	\$0.00	\$788.89	\$0.00	58
DB0-9060-0800-0000	HOSPITAL AND MEDICAL INSURANCE	Aflac 895156 Employee Funded Supplemental Health Ins. - August 2026	9/2/2026	Vendor#: 1887	\$633.56	\$0.00	\$0.00	28
H08-0600-0000-0000	ACCOUNTS PAYABLE	Fund H08 AP Account	9/2/2026	Fund H08 AP Account	\$0.00	\$27,843.26	\$0.00	105
H08-1620-0200-0000	FUEL TANK REPLACEMENT - NEW FUEL ISLAND	LaBella Associates 316797 Project No. 2251683 - Fuel Tank UST Removal - SWAF #2 (4/6/26 - 5/12/26)	9/2/2026	Vendor#: 1901	\$10,948.66	\$0.00	\$0.00	96
H08-1620-0200-0000	FUEL TANK REPLACEMENT - NEW FUEL ISLAND	Loudon Building Company INC Pay App #5 Above Ground Fuel Tanks	9/2/2026	Vendor#: 2148	\$2,850.00	\$0.00	\$0.00	97
H08-1620-0200-0000	FUEL TANK REPLACEMENT - NEW FUEL ISLAND	Loudon Building Company INC Pay App #6 - FINAL Above Ground Fuel Tanks (FINAL - Release Retainage)	9/2/2026	Vendor#: 2148	\$14,044.60	\$0.00	\$0.00	98
H10-0600-0000-0000	ACCOUNTS PAYABLE	Fund H10 AP Account	9/2/2026	Fund H10 AP Account	\$0.00	\$46,075.00	\$0.00	102
H10-1440-0200-0000	ENGINEERING - WATER PHASE 2	CPL 119967 Project No. R25,17975.00 - Water Phase 2 - Services Ending 7/31/26	9/2/2026	Vendor#: 1918	\$41,280.00	\$0.00	\$0.00	4
H10-8340-0200-0000	WATERLINE REPLACEMENTS - PHASE 2	Deuel Archaeology 1543 Archaeological Study - Phase 1A (Res. 2026-39)	9/2/2026	Vendor#: 2169	\$4,795.00	\$0.00	\$0.00	95
SM0-0600-0000-0000	ACCOUNTS PAYABLE	Fund SM0 AP Account	9/2/2026	Fund SM0 AP Account	\$0.00	\$408.74	\$0.00	103
SM0-4540-0400-0000	CONTRACTUAL	NRG Business Marketing HS65576131 Acct. #974809-972543 - National Fuel Gas Supply (August 2026)	9/2/2026	Vendor#: 2103	\$9.51	\$0.00	\$0.00	18
SM0-4540-0400-0000	CONTRACTUAL	HEALTHWORKS-WNY, LLP 549866 Boston EMS - Physical, Respirator Tests (8/5/26 & 8/7/26)	9/2/2026	Vendor#: 1499	\$171.00	\$0.00	\$0.00	20
SM0-4540-0400-0000	CONTRACTUAL	Constellation NewEnergy, Inc. 73353208301 Acct. #15446173 - NYSEG Energy Supply - Boston EMS Building (8/26) 1076 kwh	9/2/2026	Vendor#: 2100	\$84.32	\$0.00	\$0.00	32
SM0-4540-0400-0000	CONTRACTUAL	NYSEG 8/26 - Acct. #1001-6047-341 Acct. #1001-6047-341 - Boston EMS Building (1076 kwh)	9/2/2026	Vendor#: 37	\$143.91	\$0.00	\$0.00	37

September 2, 2026 - A B S T R A C T – 2026 Payables

Town of Boston
Journal Proof Report
Fiscal Year: 2026

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Journal Number: AP - 5890		Journal Desc: AP Batch 30		Journal Date: 9/2/2026		Account Period: 9 - Sep		Status: Currently Active	
Account#	Account Description	Trans Description	Date	Reference	Debit	Credit	ENC\LIQ	Seq #	
Total Number of 105 Transactions			No Errors		<u>\$159,474.65</u>	<u>\$159,474.65</u>	<u>\$0.00</u>		

AP - 5890 Summary By Fund Number

Fund	Debit	Credit	ENC\LIQ
A00	\$31,546.53	\$31,546.53	\$0.00
DB0	\$53,601.12	\$53,601.12	\$0.00
H08	\$27,843.26	\$27,843.26	\$0.00
H10	\$46,075.00	\$46,075.00	\$0.00
SM0	\$408.74	\$408.74	\$0.00
Total	\$159,474.65	\$159,474.65	\$0.00

AUDITED & APPROVED BY TOWN BOARD, RECORDED BY TOWN CLERK _____ DATE _____

END OF MONTH REPORT - JULY 2026

BUILDING PERMITS

MONTH	PERMIT#	PERMIT FEE	STRUCTURE VALUE	NAME	LOCATION	ACTION COMPLETED
7/13/2026	B26-86	\$320.00	\$21,700.00	SCOTT ANGER	9856 EMERLING	RESIDENTIAL ADDITION
7/1/2026	B26-113	\$1,040.00	\$350,925.00	ALLIANCE HOMES	7551 ZIMMERMAN RD LOT# 7	SFD W/ ATTACHED GARAGE
7/22/2026	B26-132	\$50.00	\$13,000.00	KENNETH BROWN	8114 BOSTON ST RD	PORCH
7/1/2026	B26-134	\$50.00	\$5,000.00	SAL SGROI	4647 MORNINGSIDE	SHED
7/1/2026	B26-135	\$100.00	\$25,000.00	CORRY POWLEY	5481 ALLEN ST	SOLAR
7/1/2026	B26-136	\$992.00	\$400,000.00	ALLIANCE HOMES	7513 ZIMMERMAN RD LOT# 1	SFD W/ ATTACHED GARAGE
7/21/2026	B26-139	\$170.00	\$50,000.00	JOHN LAND	8626 BACK CREEK	POLE BARN
7/15/2026	B26-142	\$50.00	\$11,863.00	MARK GARVELLI	6383 DEANNA DR	FENCE
7/6/2026	B26-147	\$145.00		SHAWN HEETER	9245 COLE RD	POLE BARN
7/14/2026	B26-148	\$50.00	\$16,693.00	JAMES KOOKEN	7242 HICKORY DR	GENERATOR
7/7/2026	B26-149	\$75.00	\$3,943.00	REBEKAH KUCZENSKI	8275 FEDDICK	ABOVE GROUND POOL
7/8/2026	B26-150	\$140.00	\$25,000.00	ROSEANNE SMITH	7288 BOSTON ST RD	PRIVATE GARAGE
7/8/2026	B26-151	\$50.00	\$12,200.00	MIKE OEHLER	7567 BOSTON ST RD	FENCE
7/9/2026	B26-152	\$50.00	\$6,886.00	ROBERT ERICKSON	9690 TREVETT RD	FENCE
7/15/2026	B26-153	\$50.00	\$3,703.00	MIKE SZEJNAR	5835 CLOVERFIELD	FENCE
7/15/2026	B26-154	\$50.00	\$15,375.00	SHANNON SCHAUB	6407 DEANNA DR	FENCE
7/20/2026	B26-155	\$50.00	\$4,590.00	JUNE ZAK	7297 WOODLAND	SHED
7/14/2026	B26-156	\$50.00	\$5,000.00	CINDY DIEMER	7107 PARKSIDE DR	SHED
7/9/2026	B26-157	\$120.00	\$21,000.00	MICHAEL WOZNIAK	6455 PATCHIN RD	PRIVATE GARAGE
7/13/2026	B26-158	\$250.00	\$119,447.00	JOHN RIZZO	6397 DEANNA DR	INGROUND POOL
7/14/2026	B26-159	\$50.00	\$15,908.95	ANGELO MULE	9213 BOSTON ST RD	ROOF
7/14/2026	B26-160	\$50.00	\$16,745.59	PATRICIA REFERMAT	5527 GEORGE DR	ROOF
7/14/2026	B26-161	\$50.00	\$9,211.00	DOUG MILLER	6541 FAIRLANE	ROOF
7/14/2026	B26-162	\$50.00	\$28,341.03	JON TARADIEWICZ	7426 LOWER EAST HILL	ROOF
7/14/2026	B26-163	\$50.00	\$33,624.00	JOE RUSSO	7516 COLE RD	ROOF
7/14/2026	B26-164	\$50.00	\$28,863.89	VINCENT BELTRAMI	6754 OMPHALIUS	ROOF
7/15/2026	B26-165	\$50.00	\$3,000.00	SONDRA DURPHY	8539 BOSTON ST RD	FENCE
7/16/2026	B26-166	\$1,273.75	\$475,000.00	ALLIANCE HOMES Lot# 6	7545 ZIMMERMAN	SFD W/ ATTACHED GARAGE
7/17/2026	B26-167	\$225.00	\$45,000.00	PAUL GERNATT	4859 ENSER RD	POLE BARN
7/20/2026	B26-168	\$0.00	\$0.00	TRACY MEYER	9800 ZIMMERMAN	VEGETABLE STAND
7/15/2026	B26-170	\$250.00	\$82,000.00	TONY BERZIN	6403 DEANNA DR	INGROUND POOL
7/16/2026	B26-171	\$50.00	\$6,350.88	LAURA RYGIELSKI	7208 LIEBLER	GENERATOR
7/20/2026	B26-173	\$0.00	\$0.00	TRACY MEYER	9800 ZIMMERMAN	VEGETABLE STAND
7/20/2026	B26-173	\$0.00	\$0.00	TRACY MEYER	9800 ZIMMERMAN	VEGETABLE STAND
7/20/2026	B26-174	\$1,641.25	\$325,000.00	JASON MOREHOUSE	9044 ROCKWOOD	SFD W/ ATT GARAGE
7/21/2026	B26-175	\$50.00		DARYL SESSANA	6675 HILLCROFT	ELECTRIC
7/27/2026	B26-178	\$250.00	\$76,000.00	MIKE GAISER	7269 BOSTON ST RD	INGROUND POOL
7/28/2026	B26-179	\$50.00	\$9,000.00	ROBERT BOVE	5039 KELLER	ELECTRIC
7/31/2026	B26-180	\$50.00	\$4,000.00	GERALD GINLEY	7515 VALLEY CIRCLE	FENCE
7/29/2026	B26-181	\$90.00	\$6,400.00	RICHARD WATKINS	5942 OLD ORCHARD	SHED
7/30/2026	B26-185	\$50.00	\$5,000.00	TRACY HIRSCH	7044 OMPHALIUS	SHED
7/30/2026	B26-186	\$50	\$5,000.00	TRACY HIRSCH	7044 OMPHALIUS	SHED
7/9/2026	B23-79	\$25.00		CALI VONDELL	8800 ROCKWOOD	PLACARD
7/28/2026	B26-124	\$25.00		GERALD GUERRA	5829 SHERO RD	PLACARD
7/27/2026	B25-95	\$135.00		CHRISTOPHER FORD	5868 WOODLEE CT	PERMIT RENEWAL
7/27/2026	B25-127	\$680.00		TIM PHELPS	6669 HOLIDAY DR	PERMIT RENEWAL

TOTAL BUILDING PERMITS:

46

en

TOTAL BUILDING PERMIT FEES:	\$9,097.00
TOTAL CERTIFICATE OF COMPLIANCE:	\$1,700.00
TOT CERTIFICATE OF OCCUPANCY:	\$100.00
 TOTAL:	 \$10,897.00

END OF MONTH REPORT - JULY

CERTIFICATE OF COMPLIANCE

MONTH	PERMIT#	NAME	ADDRESS	FEE
7/22/2026	B26-132	KENNETH BROWN	8114 BOSTON ST	\$50.00
7/1/2026	B26-134	SAL SQROI	4647 MORNINGSIDE	\$50.00
7/1/2026	B26-135	CORRY POWLEY	5481 ALLEN DR	\$50.00
7/21/2026	B26-139	JOHN LAND	8626 BACK CREEK	\$50.00
7/15/2026	B26-142	MARK GARVELLI	6383 DEANNA DR	\$50.00
7/6/2026	B26-147	SHAWN HEETER	9245 COLE RD	\$50.00
7/14/2026	B26-148	JAMES KOOKEN	7292 HICKORY DR	\$50.00
7/7/2026	B26-149	REBEKAH KUCZENSKI	8275 FEDDICK RD	\$50.00
7/8/2026	B26-150	ROSEANNE SMITH	7288 BOSTON ST RD	\$50.00
7/8/2026	B26-151	MICHAEL OEHLER	7567 BOSTON ST RD	\$50.00
7/9/2026	B26-152	ROBERT ERIKSON	9690 TREVETT RD	\$50.00
7/15/2026	B26-153	MIKE SZEJNAR	5835 CLOVERFIELD	\$50.00
7/15/2026	B26-154	SHANNON SCHAUB	6407 DEANNA DR	\$50.00
7/20/2026	B26-155	JUNE ZAK	7297 WOODLAND	\$50.00
7/14/2026	B26-156	CINDY DIEMER	7107 PARKSIDE	\$50.00
7/9/2026	B26-157	MICHAEL WOZNIAK	6455 PATCHIN	\$50.00
7/13/2026	B26-158	JOHN RIZZO	6398 DEANNA DR	\$50.00
7/14/2026	B26-159	ANGELO MULE	9213 BOSTON ST RD	\$50.00
7/14/2026	B26-160	PATRICIA REFERMAT	5527 GEORGE DR	\$50.00
7/14/2026	B26-161	DOUG MILLER	6541 FAIRLANE	\$50.00
7/14/2026	B26-162	JON TARASIEWICZ	7426 LOWER EAST HILL	\$50.00
7/14/2026	B26-163	JOE RUSSO	7516 COLE RD	\$50.00
7/14/2026	B26-164	VINCENT BELTRAMI	6754 OMPHALIUS	\$50.00
7/15/2026	B26-165	SONDRA DURPHY	8539 BOSTON ST RD	\$50.00
7/17/2026	B26-167	PAUL GERNATT	4859 ENSER RD	\$50.00
7/15/2026	B26-170	TONY BERZIN	6403 DEANNA DR	\$50.00
7/16/2026	B26-171	LAURA RYGIELSKI	7208 LIEBLER	\$50.00
7/21/2026	B26-175	DARYL SESSANA	6675 HILLCROFT	\$50.00
7/27/2026	B26-178	MIKE GAISER	7269 BOSTON ST RD	\$50.00
7/28/2026	B26-179	ROBERT BOVE	5039 KELLER	\$50.00
7/29/2026	B26-181	RICHARD WATKINS	5942 OLD ORCHARD	\$50.00
7/30/2026	B26-185	TRACY HIRSCH	7044 OMPHALIUS RD	\$50.00
7/30/2026	B26-186	TRACY HIRSCH	7044 OMPHALIUS RD	\$50.00
7/31/2026	B26-180	GERALD GINLEY	7515 VALLEY CIRCLE	\$50.00

TOTAL:	\$1,700.00
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END OF MONTH REPORT - JULY

CERTIFICATE OF OCCUPANCY

MONTH	PERMIT#	NAME	ADDRESS	FEE
7/8/2026	B25-33	8229 STATE RD LLC	8229 BOSTON ST RD	\$50.00
7/7/2026	B25-35	KEVIN GASTLE	9229 BACK CREEK RD	\$50.00

TOTL: \$100.00



**Department of
Agriculture and Markets**

KATHY HOCHUL
Governor

RICHARD A. BALL
Commissioner

August 7, 2026

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

**RE: Notice of Intent – Water System Improvement Project Phase 2, Town of Boston, Erie
County Agricultural District No. 15**

Dear Supervisor Keding,

Pursuant to Agriculture and Markets Law (AML) §305(4), the Department of Agriculture and Markets (Department) has completed its review of the Notice of Intent submitted by CPL, on behalf of the Town of Boston (Town). The Town intends to advance public funds to update and improve portions of the water system with the construction of approximately 9,600 linear feet of 12-inch, 10-inch and 8-inch main along Boston Colden Road, Lango Road, and Cole Road located in Erie County Agricultural District No. 15.

The Notice of Intent was sent to the Commissioner of Environmental Conservation (DEC), the Advisory Council on Agriculture (ACA) and the Erie County Agricultural and Farmland Protection Board (AFPB) for their review of the proposed action. The DEC, ACA, and AFPB did not submit any comments.

Based on all relevant information before me, I have determined that the proposed action would not have an unreasonably adverse effect on the continuing viability of farm enterprises within the district or State environmental plans, policies and objectives. This determination is due, in part, to the Town's commitment to adopt the Department's construction standards, as well as the Town's adoption of a lateral restriction resolution on May 6, 2026.

Please be advised that in order to complete its filing obligations under §305(4), the Town must certify to me at least ten days prior to advancing the funds to construct the project that it has made an explicit finding that the requirements of §305(4) have been met, and to the maximum extent practicable, adverse agricultural impacts revealed in the Notice of Intent process will be minimized or avoided. The certification shall set the reasons in support of the finding and is more fully set forth in AML §305(4)(f).

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard A. Ball".

Richard A. Ball
Commissioner

Honorable Jason Keding, Supervisor
Town of Boston
2 | Page

cc: NYS Department of Environmental Conservation
Advisory Council on Agriculture
Brett Kreher, Erie County AFPB
RJ Green, CPL
Brenda Smith, USDA

File: AP 26/037-NOI



COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING

DANIEL R. CASTLE, AICP, COMMISSIONER

ZAQUE EVANS, DEPUTY COMMISSIONER &
CHIEF ECONOMIC DEVELOPMENT OFFICER

30-DAY PERIOD FOR INCLUSION OF PREDOMINANTLY VIABLE AGRICULTURAL LANDS INTO EXISTING AGRICULTURAL DISTRICTS

Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district.

Copies of the application form have been provided to Municipal Clerks, Assessors, and Chief Elected Officials for distribution to interested landowners. The application is also available online at www.erie.gov/agenrollment.

The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning.

A public hearing will be scheduled at a later date to consider all requests and recommendations of the Erie County Agricultural and Farmland Protection Board.

CONTACT:

Sarah Gatti, Principal Planner
Erie County Environment & Planning
95 Franklin Street, 10th Floor
Buffalo, NY 14202
Phone: (716) 858-6014
Fax: (716) 858-7248
Email: agriculture@erie.gov

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization Southtown's Homeschoolers Date 8 / 19 / 2026

Name of person responsible for facilities Amanda Kessler

Title Coordinator

Applicant Address _____

Applicant Daytime Phone # _____ # Of Attendees: 35

Date(s) Requested* 12/7, 12/14, 3/1, Time 1:30 Type of Event Homeschool Social
3/15, 6/28

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 : 8/19/26
(date)

INSPECTION: _____
(date)

TOWN OF BOSTON
APPLICATION FOR
USE OF TOWN MEETING FACILITY

Name/Organization Marie Thornton / Erie County Date 8 / 19 / 26

COBG Program - Public Hearing

Name of person responsible for facilities Marie Thornton

Title Principal Planner

Applicant Address 95 Franklin St, Buffalo, NY ~~14201~~ 14202

Applicant Daytime Phone # (716) 858-7839 # Of Attendees: ~ 5

Date(s) Requested* 9/15/2026 Time 6:45 pm - 7:30 pm. Type of Event Public Hearing

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

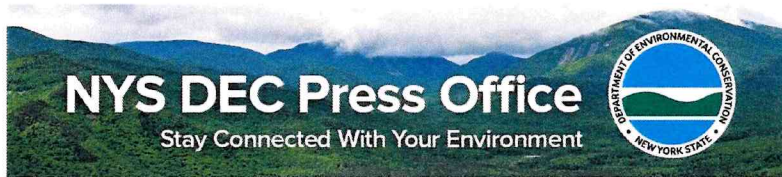
I agree that all facilities used will be properly cleaned to the best of my ability upon completion of the event and that I will be responsible for any damages caused to any of the facilities or grounds .

SIGNATURE OF APPLICANT: Marie Thornton

Upon Completion, please submit to Town Clerk

APPROVED/DENIED : 8/20/2026
(date)

INSPECTION: _____
(date)



FOR IMMEDIATE RELEASE
August 31, 2026

CONTACT
PressOffice@dec.ny.gov
(518) 402-8000

Statement on behalf of NYSDEC and EPA: Monday, August 31, 2026

Significant Progress Made on Niagara and Erie Counties Radiological Assessment

NYSDEC and EPA assessment teams continue to make substantial progress conducting fieldwork across areas of interest in Niagara and Erie counties through a multi-agency enhanced investigation response.

Since July 23, joint NYSDEC and EPA teams obtained approximately 1,078 signed access forms and screened 847 properties.

Preliminary data reviews indicate that the vast majority of properties screened will need no further action. Of these initial screenings, approximately 514 properties received notification indicating no additional radiological investigation is needed at their property.

To date, DEC referred 32 parcels to EPA for additional investigation, with four properties recommended for voluntary temporary relocation.

This week, teams continue collecting access forms to conduct screening on properties that are identified within and adjacent to locations of interest. Screening is anticipated in the Erie County Southtowns and at Veteran's Park in Grand Island if the forecasted rainy weather allows. Soil sampling on properties requiring follow up is also planned.

Notifications to residents and property owners will be forwarded on a continuing basis as the data is reviewed. Information packets, which include a formal letter of determination, a copy of the property's screening map, and fact sheet, were mailed to property owners.

Once an on-site radiological survey is complete, the data is brought back to NYSDEC, EPA, and NYSDOH experts to thoroughly analyze the data and determine if additional assessment is needed. Where additional investigation is needed, EPA and NYSDEC are working directly with property owners and residents to schedule and complete additional assessment activities, which may include additional radiological scans, air sampling, and soil sampling.

New Drop-in Tabling Session

The next drop-in tabling session for residents to learn more about the NECRA project is scheduled for:

- Wednesday, September 9, 2026, from 4 p.m. to 7 p.m. at the Orchard Park Public Library, 4570 S. Buffalo St, Orchard Park, NY 14127

Contact Us

The public can call **844-612-8144** Monday to Friday between 8 a.m. and 6 p.m. to reach the NECRA team helpline. Outside these hours, callers can leave a message and a call center representatives will get back to you during operational times.

The public can also email NECRA@dec.ny.gov and visit the dedicated webpage – on.ny.gov/NECRA – to sign up for updates by email.

NYSDEC and EPA will continue providing updates as fieldwork progresses and additional information becomes available.

###

TOWN OF BOSTON – RESOLUTION NO. 2026 - 59

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

WHEREAS, negotiators for the Town of Boston and the International Union of Operating Engineers (“IUOE”) Local 17 have met, negotiated, and reached a tentative agreement covering the calendar years 2027, 2028, and 2029 and setting forth certain changes, modifications, or additions to the existing articles of the collective bargaining agreement between the parties with respect to wages, benefits, and other matters subject to bargaining (“the Agreement”); and

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

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

NOW THEREFORE BE IT

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

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

On September 2, 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 Penders	[]	[]	[]	[]
Councilmember Stephan	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF BOSTON

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL 17

AFL-CIO

FROM: JANUARY 1, 2027

TO: DECEMBER 31, 2029

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THIS AGREEMENT is made and entered into this **1st day of January, 2027** by and between THE TOWN OF BOSTON (hereinafter called the TOWN), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 17 (hereinafter called the UNION): and has as its purpose the promotion of harmonious relations between the TOWN, the employees, and the UNION, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of wages, hours, and other conditions of employment

This Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the provisions of the Laws of the State of New York and non-conflicting local laws and ordinances of the TOWN.

The use of the personal pronoun of one gender in this Agreement is intended and shall be construed to apply to both genders.

ARTICLE I LEGISLATIVE REQUIREMENT

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II RECOGNITION

The TOWN recognizes the UNION as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all the terms and conditions of employment for all of the full time TOWN Highway Department employees employed in the MEO, Truck Driver and Laborer classifications, excluding Highway Superintendent, Deputy Highway Superintendent, and all clerical employees.

ARTICLE III MANAGEMENT RIGHTS

Except as expressly limited by specific provision of this Agreement, all of the authority, rights, functions, and responsibilities already possessed by the TOWN are retained by it, including but not limited to the right to determine the nature, mix and extent of services and raw materials to be contracted for and or purchased by the TOWN; to determine the purposes, objectives, and policies of the TOWN; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the TOWN'S business, to change existing or introduce new equipment, operations, methods, processes, or facilities, to hire, retain, promote, to assign and reassign work within a classification, to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this Agreement, to direct, deploy and utilize the work force (assign employees to work in other departments than the department they are normally assigned to by job title, to establish specifications for each class of positions, to schedule operations and change work schedules, to layoff and recall, terminate, discipline, or demote employees for just cause.

Due to the difficulty in determining work load requirements, emergencies, lack of necessary parts and equipment, expertise, capability, capacity and personnel, etc., the TOWN retains the right to subcontract bargaining unit work in order to provide services to the community, provided, however, that if any

employee laid off in the last six (6) months can perform this work the TOWN may not subcontract when to do so would cause an employee subject to this agreement to be laid off.

It is understood and agreed that the TOWN shall have the right, from time to time, to publish work and or safety rules and other regulations necessary to effect its management rights heretofore expressed, provided that such rules and regulations shall be reduced to writing, and publishing to employees prior to the effective date of such regulations, provided these rules and regulations shall not be contrary to the specific provisions of the Collective Bargaining Agreement.

It is understood that the exercise or non-exercise of rights hereby retained by the TOWN shall not be deemed a waiver of any such right or prevent the TOWN from exercising such rights in any way in the future.

It is understood the TOWN may supplement the workforce with part time, seasonal, temporary or full-time non-unit employees.

The Deputy Highway Superintendent is a working position. The Deputy Highway Superintendent may do bargaining unit work as long as said work does not deprive any bargaining unit member of work or overtime or any laid-off bargaining unit member from returning to work.

ARTICLE IV AGENCY SHOP AND DUES CHECK-OFF

The UNION having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members off the UNION, the amount equivalent to the dues levied by the UNION and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to the UNION. The fiscal officer making such deductions will transmit these amounts to the UNION, at 5959 Versailles Road, Lakeview, New York 14085. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the UNION. The UNION agrees to hold the TOWN safe and harmless from any liability for making such deductions.

The TOWN will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues, and fees of the UNION, and will transmit these monies to the UNION at 5959 Versailles Road, Lakeview, NY 14085.

No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the TOWN by an authorized officer of the UNION.

An authorization on file with the TOWN shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the TOWN.

As to any disputes between the TOWN and any employee or employees or third parties, the UNION shall defend and save the TOWN harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the TOWN to comply with the terms of this Article or in reliance on a certification issued by the UNION. The TOWN agrees to deduct monthly dues from members' wages and submit with working dues.

ARTICLE V GRIEVANCE & ARBITRATION

Grievance Procedure:

For the purpose of this Agreement, a grievance is defined as any dispute arising, over the interpretation, application, or meaning of any provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.

All written grievances shall be submitted on a grievance form approved by the TOWN and the UNION and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provisions of the agreement to which the grievance applies.

If a decision at one step is not appealed to the next step of the procedure within the time limits specified, the grievance shall be deemed to be discontinued and further appeal under this agreement, or otherwise, shall be barred.

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allocated had the decision been communicated on the last day of the specified time period.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

Time limits within the grievance procedure may be extended by mutual agreement.

No grievance will be entertained, and such grievance will be deemed waived, unless the grievance is presented at Step One within five (5) workdays after the employee knew or should have known of the act or condition on which the grievance is based.

PROCEDURE:

1. An aggrieved employee shall present his grievance to his immediate supervisor. Such aggrieved employee shall be permitted to be accompanied by the UNION Steward if the aggrieved employee so desires.
2. If no satisfactory settlement is reached at step one, then the grievance shall be reduced to writing and submitted directly to the Highway Superintendent within five (5) workdays after the step one meeting. The Highway Superintendent shall meet with the aggrieved employee regarding the merits of the grievance. The aggrieved employee shall be permitted to be accompanied by the Steward if the aggrieved employee so desires. The Highway Superintendent shall submit an answer in writing within five (5) workdays after receipt of the written grievance, a copy of which will be provided to the aggrieved employee and to the UNION Steward.
3. Should the grievance remain unresolved, within five (5) workdays after the Step 2 answer, the matter may be submitted to a designated UNION representative and the TOWN Board or its representative who shall meet within twenty (20) workdays after such submission and earnestly attempt to adjust the grievance. An answer shall be made within twenty (20) workdays after such meeting.

4. If the grievance is not resolved at Step 3 and is not subject to arbitration, then the UNION shall have the right to submit the grievance to mediation within ten (10) days. The request for mediation may be made to either, PERB, FMICS or NYS Mediation. The mediator shall provide both parties with an opportunity to present their position regarding the grievance. The mediator will make a written recommendation to the Boston TOWN Board, which shall make the final decision regarding the grievance.

If the grievance is not resolved at Step 3 and the grievance involves a disciplinary suspension of three (3) days or more, or discharge, the UNION shall have the right to submit the dispute to arbitration by serving a Demand For Arbitration on the TOWN within ten (10) working days after its receipt of the TOWN'S written answer.

Arbitration Procedure:

Within ten (10) workdays after receipt of such a Demand for Arbitration, the TOWN and the UNION shall attempt to select an arbitrator by mutual consent. Failing that, the UNION shall forthwith request a panel of seven (7) arbitrators from the Federation Mediation and Conciliation Service. Upon receipt thereof, the parties shall alternately strike names from the list until one remains who shall arbitrate the dispute. Each party has the right to reject one list of arbitrators.

The arbitrator so chosen shall have jurisdiction and authority to render a decision on the grievance but shall not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of the Agreement.

The decision of the arbitrator shall be final and binding upon the parties and the cost of the arbitrator's services shall be shared equally by the UNION and the TOWN.

The expense of witnesses and representatives of either side shall be paid for by the parties producing such witnesses or representatives.

Any time limitation in the grievance and arbitration procedures may be extended by mutual consent.

ARTICLE VI DISCIPLINE AND DISCHARGE

The Union hereby agrees to waive all rights of current or future employees within the bargaining unit in processing disciplinary action through §§ 75 and 76 of the Civil Service Law. The TOWN and the UNION agree to substitute the rights for such employees under §§ 75 and 76 of the Civil Service Law, with the Grievance and Arbitration procedure of this Agreement.

An employee shall only be disciplined or discharged for just cause. An employee shall not be disciplined or discharged for acts which occurred more than twelve (12) months prior to the notice of discipline or discharge, unless such acts of misconduct or incompetency would constitute a crime pursuant to the laws of the State of New York; provided however that notice of discipline or discharge may be brought within twelve (12) months of the discovery of an act of incompetency or misconduct by the TOWN. Records of disciplinary actions shall remain in the employees personnel file, but the TOWN shall not take into account any disciplinary action that was taken against the employee occurring more than three (3) years prior to the date of discipline. At the time the action is taken, the employee may request the presence of an appropriate union representative, if the employee so desires.

**ARTICLE VII
NO-STRIKE NO-LOCKOUT**

The UNION recognizes the status of the TOWN of Boston employees as "public employees" and the provisions of the law applicable thereto.

The UNION or employees shall not engage in a strike, nor cause, instigate, encourage, or condone one or interfere with the operations of the TOWN, such as work stoppage, sick-out, curtailment of work, or interruption of work of any kind. The UNION shall use every effort to have any of the foregoing prohibited practices terminated, including the prompt direction of its members to return to normal work.

Any employee doing the foregoing prohibited practices shall be subject to discipline through and including discharge.

During the life of this Agreement, the TOWN shall not lock out any of its employees for any reason.

**ARTICLE VIII
UNION BUSINESS AND VISITATION**

The TOWN agrees to permit the steward or his designee in his absence, a reasonable amount of time from their work duties for the purpose of grievance investigation or the administration of the Collective Bargaining Agreement. Prior approval will be requested from the Highway Superintendent or his designee prior to the investigation.

A representative of the International UNION of Operating Engineers shall request permission from the department head prior to visiting employees in the unit covered by this Agreement during work hours.

It is understood between the TOWN and the UNION that TOWN work duties and services hold a priority over grievance investigation or contract administration during working hours.

**ARTICLE IX
BULLETIN BOARD**

It is agreed that the UNION may use one bulletin board in the Highway Department lunchroom, provided by the TOWN, for the purpose of posting official UNION notices. Such notices will have the approval of the UNION Steward and Highway Superintendent or his designee.

**ARTICLE X
RESIDENCY REQUIREMENT**

Employees within the unit covered by this Agreement are encouraged to maintain their principal place of residence within the corporate limits of the Town of Boston; however, residency is not a mandatory condition for continued employment. Nonetheless, all employees are expected to be capable of promptly responding to call-ins within a reasonable period of time.

ARTICLE XI SENIORITY

Probationary Period:

All new employees shall be considered as probationary employees during their first twenty-six (26) weeks of employment or as provided by Civil Service Laws, Rules, and Regulations. Such employees may be dismissed or disciplined by the TOWN, which shall not be subject to the grievance procedure within this Agreement or protection under Civil Service Laws, Rules, and Regulations. Probationary employees do not have seniority. Probationary employees will be eligible for benefits offered to all full-time Town employees such as health insurance and retirement but will not be eligible for time off or accrued leave until probationary period is up.

Seniority:

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in which seniority shall be defined as the length of an employee's continuous full-time service with the TOWN. Seniority shall not accrue during periods of layoff or unpaid leave of absence.

Termination of Seniority:

Seniority shall be broken for the following reasons:

- a) If the employee resigns, including retirement
- b) If the employee is discharged.
- c) If an employee is absent for three (3) consecutive workdays without the proper notification or satisfactory reason, accepted solely by the TOWN, for not notifying or reporting.
- d) If an employee fails to report for work within five (5) consecutive days of mailing of notice of recall from layoff by certified mail.
- e) If an employee is laid off for a period which exceeds his recall rights, if any, as provided for in this Agreement.
- f) If an employee fails to return to work from a leave of absence without pay in accordance
- g) with the leave of absence without pay provisions provided for in this Agreement.
- h) If an employee intentionally furnishes false information.
- i) Exempt class employees shall not have access to the grievance procedure within the Agreement for termination of employment.

ARTICLE XII ELIGIBILITY FOR BENEFITS

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for retirement plans begins at date of hire, health insurance effective the first (1st) of the month following date of hire, and eligibility for all other benefits shall begin the first (1st) of the month following the completion of the probationary period. Benefits as provided in this Collective Bargaining Agreement will, unless otherwise provided herein, continue provided an employee is working and receiving their normal pay from the TOWN.

ARTICLE XIII HOURS OF WORK

The normal workweek shall be forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days or, when mutually agreed to, four (4) ten (10) hour workdays. The normal work shift shall be 7:00A.M. to 3:30P.M.

All employees shall have an unpaid lunch period of one-half (1/2) hour. This lunch period will be automatically deducted from the timeclock system.

Employees shall be entitled to two (2) fifteen (15) minute break periods each workday. The department head will determine the location of the break period.

The TOWN may establish other start times, break times and/or shifts. The TOWN shall have the ability to change an employee's shift with two-week notice, unless the employee and the department head agree in writing to a shorter period.

Employees shall be granted a fifteen (15) minute personal clean-up period, including travel time, prior to the end of the workday.

Volunteer firefighters shall be allowed to respond to an emergency call within the Town of Boston without loss of pay or benefits. An employee who is a volunteer firefighter shall return to work as soon as possible after the emergency is resolved. Emergency Squad members may leave work if the squad is toned out.

During the winter months, a minimum of two (2) employees shall be assigned per shift.

During the winter season if an employee is scheduled for a shift outside of their normal work shift, then shift differential applies to the complete shift.

ARTICLE XIV LAYOFF AND RECALL

When a permanent employee in the competitive class of Civil Service is to be laid off on a long-term layoff, one (1) week or more, Civil Service Law, Rules and Regulations will govern the layoff procedure of such employee.

When an employee is in the non-competitive class or labor class of civil service and is to be laid off on a long term, layoff, one (1) week or more. He/she shall be permitted to replace an employee with less TOWN seniority in the same classification (job title) as follows:

1. The employee with the lowest seniority in that classification (job title) shall be laid off first, provided the remaining employees meet or exceed the job requirements of the TOWN and are qualified and have the ability to perform the duties of the remaining employees in the position.
2. Where the employee is the least senior employee in a particular classification (job title) and is scheduled to be laid off, he/she shall be permitted to bump an employee in a lower rate job classification (job title) with less seniority, provided he/she meets or exceeds job requirements of the TOWN and is qualified and has the ability to perform the duties of said position. An employee who bumps in accordance with the above procedure shall be paid the comparable step of the lower paying job.

3. If the above fails to produce a bumping opportunity for said employee, then he/she shall be laid off. The employee with a bumping opportunity shall have the discretion as to whether to exercise this option.
4. Employees who are on layoff shall have a right to be recalled to work in the reverse order of their layoff provided they meet or exceed job requirements for the vacancy and are qualified and have the ability to perform the duties of said position. Recall rights for employees on layoff will be equal to their length of seniority or eighteen (18) months, whichever is shorter.

Recall for competitive class employees will be in accordance with Civil Service Law, Rules, and Regulations.

For a temporary layoff, less than one (1) week, employees shall be laid off on the basis of length of TOWN service within a classification (job title), provided the remaining employees can perform the required work. Such employee affected by the foregoing shall be permitted to work in a lower paying classification (job title), and paid the appropriate rate, provided that in the sole discretion of the Highway Superintendent or his designee, there is sufficient additional work to be performed in such lower classification and the employee(s) involved possesses the ability to perform the job involved.

ARTICLE XV OVERTIME AND PREMIUM PAY

All employees are expected to work overtime, and to be available to work in times of emergency declared by the Highway Superintendent or the TOWN Supervisor.

All overtime must have prior approval from the Highway Superintendent or his designated representative.

All hours actually worked in excess of forty (40) hours in a work week and/or eight (8) hours in a workday shall be compensated at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay. Paid holidays, vacations, personal leave, bereavement leave, and jury duty shall be limited to a ten-day maximum) shall be considered time worked for the purpose of calculating overtime. Sick time shall also be considered time worked for the purpose of calculating overtime, subject to the approval of the Highway Superintendent. There shall be no pyramiding of overtime.

Overtime may be offered to the employees normally engaged in the performance of the work and/or assignment that is to be done on any overtime basis. There will be an attempt to equalize the distribution of overtime offered by occurrence. However, the Highway Superintendent will determine the length of time an employee can work overtime.

The distribution of overtime will be considered on a monthly basis in order that appropriate adjustments may be made during the following months. The revised overtime procedure will become effective on the first day of the first full month after the signing of this Agreement.

(a) An overtime list shall be used to assure that all employees will have an equal opportunity for overtime.

(b) Overtime work, which becomes available, shall be offered to the employee who has the least number of hours on the overtime list. Such employee, if accepting the overtime, shall be charged with the number of hours worked.

- (c) If an employee is requested to work overtime and does not accept, an "R" shall be marked on the overtime list along with the number of hours that would have been worked by the employee. The rotation shall then continue.
- (d) Call-in's where an employee actually works on an overtime basis will have the number of hours worked noted on the overtime list.
- (e) All overtime hours worked, including circumstances that may afford little lead-time, such as work in progress, will be noted on the overtime list.
- (f) It is understood that it is possible that when the overtime hours are tabulated each month, that all employees may not have the same amount of overtime hours, but the record shall show that reasonable effort was made so that each employee had an equal opportunity to work overtime.
- (g) Should an employee identify that he/she has been bypassed for overtime work in the procedure noted above, that if verified, such employee shall be offered the next available opportunity at overtime work.
- (h) It is recognized that in situations of an emergency nature and/or situations where work in progress would be the most appropriate way to address the completion of assignment, that those people most readily available to complete the work will be retained to complete the work and those hours will be noted on the overtime list.
- (i) At the end of each payroll year, the overtime time list shall be reviewed. The employee who has the least number of overtime hours on the list will have his number reduced to zero. An equal number of hours shall be reduced from the overtime list for each other employee of that job classification.
- (j) The employee shall provide the Town of Boston Highway Department a list of the numbers (up to 3 designated phone numbers) the employee wants called to be notified of the available overtime. The Highway Department representative shall call all of the designated phone numbers in trying to reach the employee to notify the employee of the overtime. The Highway Department representative shall log the call(s) into the Overtime Logbook. The Overtime Logbook shall contain the phone numbers called, the date and time of the calls, and who made the calls.

The Logbook shall also be marked with "NA" for "NO ANSWER," "NH" for "NOT HOME" or "A" for "ACCEPTED." If the employee cannot be reached an "R" for -Refused" shall be marked on the overtime list. However, if all of the employee's designated phone numbers are not called or the above required notations are not placed into the Logbook, an employee who cannot be reached shall not have an "R" placed next to the employee's name on the overtime list. The Union representative may request a copy of the log.

Employees will be required to work overtime during any declared snow emergency and at all other times when requested by the Highway Superintendent, with the following exception (not applicable to declared snow emergencies). At the beginning of each calendar year, each employee will be given nine (9) overtime credits. Each overtime credit can be used at the discretion of the employee to decline overtime for one (1) twenty-four (24) hour period. Only one (1) overtime credit can be used during any twenty-four (24) hour period, unless agreed to by the Highway Superintendent.

No credits may be utilized during a snow or other highway emergency (e.g., flood emergency) declared by the TOWN Supervisor or Highway Superintendent. If more than one (1) employee submits an overtime credit for the same twenty-four (24) hour period, the most senior employee will be allowed to decline overtime.

When an employee is called into work compensable overtime, the employee shall be paid thirty (30) minutes for travel time provided that the employee arrives within thirty (30) minutes from the time of the

call out. Such travel time shall be included as part of the three (3) hour guarantee for being recalled to work. There shall only be one thirty (30) minute call in travel time permitted per day 12:00 a.m. to 11:59 p.m. on any said day all other call ins will allow two (2) hours to show up.

The premium for being recalled to work is a guarantee of three (3) hours of work.

An employee may request to be paid for overtime hours worked by accruing compensatory time. Each hour of overtime worked will result in the accrual of one- and one-half hours of compensatory time. An employee may accrue compensatory time up to a maximum of eighty (80) hours, convertible in one-half (0.5) hour increments only. Overtime worked that does not equal a one-half (0.5) hour increment shall be paid in cash at the applicable overtime rate and shall not be converted to compensatory time. Employee must advise the TOWN no later than December 1st of intention to take compensatory time. The scheduling of compensatory time will be subject to the approval of the Superintendent. Employee will be paid for overtime unless the time is reported as compensatory time by December 1st. Payment shall be made by Dec. 31st.

Employees may be required to carry a pager or cell phone.

ARTICLE XVI HOLIDAYS

Employees shall be entitled to the following paid holidays at their normal daily rate.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

- a) When any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. When one of the above holidays falls on Sunday, the succeeding Monday shall be observed as the holiday.
- b) Whenever any of the above holidays shall fall during an employee's vacation period, then the employee shall, in addition to his pay for such a day, receive a lieu day, to be taken at the employee's option provided two (2) weeks notice is given to the Highway Superintendent.
- c) When an employee is required to work on Christmas, he/she shall receive double time. Christmas shall include the twenty-four-hour period starting at 12:01 a.m. on December 25. When an employee is required to work on any of the other above-observed holidays, he/she shall receive time and one-half (1 1/2) for all hours worked during that holiday.
- d) Employees must work their scheduled day before and after a holiday in order to receive holiday pay, except for vacation days or personal days and extenuating circumstances. Hospitalization (with appropriate proof) is considered an extenuating circumstance.

ARTICLE XVII
VACATION

Vacations will be granted to employees according to the following provisions: The vacation year shall be the calendar year.

Length of continuous full-time service with the TOWN of Boston at the employee's anniversary date will determine vacation entitlement for that anniversary year.

Continuous FIT Service

Vacation Entitlement

One (1) year
Two (2) years
Five (5) years
Ten (10) years
Fifteen (15) years
Twenty (20) years
Twenty-one (21) years
Twenty-two (22) years
Twenty-four (24) years
Twenty-five (25) years

Five (5) days
Ten (10) day
Fifteen (15) days
Eighteen (18) days
Twenty (20) days
Twenty-one (21) days
Twenty-two (22) days
Twenty-three (23) days
Twenty-four (24) days
Twenty-five (25) days

In calculating the time days allowed for vacation, intervening holidays will not be counted as vacation.

The Highway Superintendent shall post the vacation calendar on or about January 1st of each year. Employees may designate their vacation time on the calendar and seniority shall apply if designated by February 15. Time requested after February 15 shall be on a first come - first serve basis. The Highway Superintendent will post the employees' designated vacation time by the end of February. It is agreed that one (1) employee will be allowed off on vacation during any period of time. The Highway Superintendent will determine how many employees will be off for any reason over the one (1), or may deny scheduled vacation time when, in his/her determination, the vacation time will adversely affect the operation of the department. Employees shall be able to take vacation in one (1) day increments provided they give forty-eight (48) hours notice and receive the approval of the Highway Superintendent. Vacation time may not be requested prior to the date when such vacation has been actually earned.

Vacation time shall not be cumulative, and if not taken, expires at the end of the employee's anniversary date. In the event of the death of an employee, payment for unused vacation shall be made to the employee's estate. An employee who voluntarily leaves TOWN employment, retires, or resigns, must give two

(2) weeks notice to the Highway Superintendent prior to termination in order to be eligible for unused vacation pay. Any unused vacation shall be held by the TOWN until all TOWN equipment and apparel has been returned. A discharged employee will not be entitled to unused vacation.

Should an employee become sick or injured during a vacation period, the vacation will not be rescheduled. The Highway Superintendent may consider rescheduling an employee's vacation time due to the circumstances involved. The decision rests solely with the Highway Superintendent.

**ARTICLE XVIII
PERSONAL LEAVE**

Employees shall be permitted five (5) personal days per anniversary year, non-cumulative, under the following conditions:

- a) Employees who have completed their employment probationary period shall be entitled to two (2) personal leave days within that anniversary year. Following, that anniversary year they shall be entitled to five (5) days per anniversary year.
- b) Requests for personal leave must be submitted in writing to the Highway Superintendent as soon as possible, but at least seventy-two (72) hours in advance of the time off. The department head will notify the employee of his decision within twenty-four (24) hours of submittal. The department head may waive the seventy-two (72) hour requirement due to extenuating circumstances.
- c) An employee will not use personal leave in less than one (1) hour increments.

**ARTICLE XIX
BEREAVEMENT LEAVE**

Employees will be granted bereavement leave, with pay, not to exceed five (5) consecutive working days due to the death of the employee's husband, wife, parent, stepparent, child, brother or sister.

Leave with pay, not to exceed three (3) consecutive workdays due to the death of the employee's grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any blood relative residing in the employee's household.

Provided:

- a) The employee attends the funeral or memorial service.
- b) The above days must include the day of the funeral or memorial service.
- c) With the exception of scheduled vacation time, bereavement leave shall not apply during periods when the employee involved is absent from work within the language of the Collective Bargaining Agreement.
- d) Bereavement leave shall not be extended by any provision of the Collective Bargaining Agreement.

**ARTICLE XX
JURY DUTY**

A full-time employee who has received notice of jury duty in either state or federal court shall be compensated by the TOWN of Boston, in an amount of money equal to the difference, minus taxes, between the employee's regular pay and the compensation such employee receives for jury duty. Compensation for such jury service shall not include any reimbursement for mileage paid to the employee in the course of his/her service as a juror.

When an employee is excused from jury service on any day during his/her term on jury duty, they shall report for work. The employee shall present proof of service by a jury duty notice summons, certificate of jury service, and the amount of pay received for such service. When an employee receives notice that he/she is to report for jury duty, he shall notify the Highway Superintendent immediately.

An employee shall be requested by the TOWN to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e., winter months or emergencies requiring the employee's presence). The amount of time that an employee spends on jury duty shall be considered to be actual working time, except for purposes of worker's compensation and overtime pay.

The above terms shall not apply to any employee who volunteers to serve as a juror.

ARTICLE XXI SICK LEAVE

Employees shall earn sick leave at the rate of one (1) day per full calendar month of completed working service. Employees shall earn an additional one-quarter (1/4) day of sick leave for every calendar month of completed working service in which the employee does not use sick leave and is not tardy. Paid holidays, personal leave, vacation, bereavement leave, and jury duty, as set forth in the contract, shall be considered as time worked.

Probationary employees shall not earn sick leave days.

Sick leave days may be accumulated for a total of not to exceed one hundred and sixty-five (165). Sick leave days may not be used in intervals of less than one (1) hour,

Sick leave shall not be used for any purpose other than legitimate illness or injury. Employees shall contact the office of the Highway Superintendent by telephone at least two (2) hours prior to their scheduled starting time and report the reason for the absence.

The Highway Superintendent shall be required to maintain a record of all absences and shall have the responsibility to determine whether or not such lost time shall be paid for.

Sick leave may be used, provided the employee can be released by the Highway Superintendent, for a serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include the parent, spouse brother, sister, son, daughter, or grandparent who is and has been an actual member of the employee's household for at least six (6) months.

Sick leave may also be used in the event the employee is quarantined or has medical or dental issues. Employees will be required to provide a physician's statement which sets forth the reasons for sick leave or absences of three (3) days or more. However, a physician's statement may be required for employees with habitual and/or repetitive absences.

Employees who are unable to perform the duties of their employment because of injuries arising out of or in the cause of employment and who receive workers' compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, for actual lost time, chargeable to sick leave on a pro-rata basis. The Town of Boston will provide health insurance coverage for six (6) months if an employee has a minimum of one hundred (100) days of accumulated sick leave at the time of retirement.

At the employees' option, the Town shall reimburse employees at a rate of 100% for all unused sick leave days. Payout will be made in a lump sum check or if elected by the employee, deposited into a 457 Deferred Compensation account up to the annual maximum with the remainder to be paid out by check/direct deposit. Payout will be made within (30) thirty days of retirement or resignation. An employee retiring also has the option under Section 41(j) of the New York State Retirement and Social Security Law as described in Article XXX of this agreement to receive service credit for unused, unpaid sick leave days at retirement as long as the employee retires directly from public employment or within a year after separating from service. The additional credit is determined by dividing the total unused, unpaid sick leave days, which cannot exceed 200 (100 for members who joined after April 1, 2012) by 260. Credit for unused leave cannot be used to qualify for vesting, increase the pension beyond the maximum payout, or meet the servicecredit requirement of a special 20- or 25-year plan. Any employee who has a minimum of one hundred (100) days of accumulated sick leave at the time of retirement will have the additional option to choose health insurance coverage for six (6) months. Eligible employees shall have the option of choosing any of the above-mentioned benefits, but only one. If no valid selection is made in writing at least three (3) months before retirement, the retiring employee will receive the 41(j) benefit.

ARTICLE XXII SICK LEAVE BANK

In the event an employee has exhausted all of his sick leave credit, vacation and personal leave, he may then apply for further sick leave from the sick bank created herein, providing, he is a member of said sick bank.

CREATION: A sick leave bank will be established effective January 1, 2001.

CONTRIBUTION:

1. An employee must, -in order to join the sick leave bank, contribute two (2) sick leave days from their current accumulated sick leave beginning January 1, 2001. There will be no contribution made by the TOWN.
2. Every year thereafter a member of the sick bank must contribute one (1) sick leave day between January 1 and January 31, in order to continue as a participant in the sick leave bank.
3. Contribution to the sick bank (except for contributions from new participants in the bank) shall be suspended in any year that the total accumulated number of sick days in the bank exceeds three hundred (300) sick days. Contributions will be resumed at any time that the accumulated total number of sick days in the sick bank falls below two hundred fifty (250) sick days. An employee may contribute additional sick days to the sick leave bank without limitation.

PURPOSE:

The establishment of said sick leave bank is to aid the employees who suffer a prolonged illness or injury, have not abused sick leave in the past, and whose regular sick leave, vacation and personal leave days have been exhausted and is to be administered in that fashion and the provisions contained herein shall be interpreted to benefit the employees designed to be protected.

QUALIFICATIONS:

To be a member, an employee must be a current contributor to the sick leave bank in accordance with the terms noted above. Contributions are to be made automatically between January 1 and January 31 in each year. An employee entering the bank after January 2001, other than a new employee (covered by Membership below) must match an initial member's total contribution of days in the year that said employee joins the sick leave bank. Once you have joined the sick bank, you must give written notification to withdraw from the bank.

LIMITATIONS:

An employee may, in writing, make application to the sick leave bank committee with adequate substantiation, to request an extension of sick days from the sick bank, after their own sick leave days accumulation, vacation, and personal leave days have been exhausted because of illness or injury of a prolonged nature. If approved, an employee will be granted the use of up to 25 sick days from the sick leave bank. If additional days are needed the employee must, in writing, make application to the sick leave bank committee.

MEMBERSHIP:

One (1) full year of employment will be required for membership in the sick leave bank and in order to join, a new member must initially contribute two (2) sick leave days.

APPLICATIONS:

All applications for extended sick leave from the sick leave bank must be filed with the sick leave bank committee who shall render their decision. The sick leave bank committee, when convened, will consist of two (2) members appointed by the TOWN and two (2) members appointed by the UNION. The approval of extended sick leave must receive a majority vote of the sick leave bank committee. Their decision is final and binding and not subject to the grievance procedure within this Collective Bargaining Agreement.

ACCOUNTING:

The Supervisor of the TOWN of Boston will provide the Steward of the bargaining unit with an accounting of the number of days in the sick leave bank, in writing, on or about February 15 of each year.

ABOLISHMENT:

In the event the sick leave bank should be abolished, all sick leave days remaining in such bank shall be divided equally among those employees who are participants in the bank on the date the abolishment occurs.

**ARTICLE XXIII
LEAVE OF ABSENCE WITHOUT PAY**

Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave of absence without pay shall be granted rests solely in the discretion of the TOWN; except for leave requested for reasons of illness or disability that, prevents the employee from performing the usual and customary duties of his employment based upon an opinion by a licensed physician so certifying. Said opinion shall provide a projected date for the employee's return to work. A leave of absence based upon illness or disability shall not extend beyond the date when the employee is medically cleared to return to work. The TOWN shall have the right to an independent medical examination at TOWN expense to verify any application for a leave of absence based upon illness or disability. The TOWN shall render determinations on requested leave of absence without pay within thirty (30) calendar days.

Employees shall not earn or accrue seniority and / or other benefits under this Agreement during a period of leave of absence without pay. Upon return to work upon completion of leave of absence without pay, such employee shall have such seniority rights enjoyed at the time such leave commenced. An employee shall notify the TOWN at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report.

The failure of an employee to return to work within three (3) consecutive working days after expiration of the leave shall be considered as a voluntary quit. A leave of absence without pay may be extended only by mutual agreement of the parties.

**ARTICLE XXIV
MILITARY LEAVE**

Military leave benefits shall be available to all employees to the extent that such benefits are mandated by law.

**ARTICLE XXV
HEALTH INSURANCE / DENTAL INSURANCE**

The Town shall offer the following Health Insurance Coverage which will be effective the first (1st) of the month following date of hire:

Effective December 1, 2023, the Town shall offer the Highmark Silver POS 7100 Plan, which currently includes three tier prescription coverage after the Deductible is satisfied of \$10/\$40/50%, an HRA debit card will be provided, and the town shall provide the amount of the yearly deductible onto the debit card. The portions of these funds not used for qualified expenses during the plan year will return to the Town at the end of each plan year.

The Town's HRA contribution discussed herein will be increased for the plan year beginning December 1, 2023, from \$1,900 single/\$3,800 family to \$2,500 single/\$5,000 family to reflect changes in the plan. For future plan years during the term of this agreement, the Town's HRA contribution will be adjusted to match the deductible of the plan being offered.

The funds that are provided into the new HRA account each plan year may be used prior to using the balance remaining on the Evergreen HRA account.

Employees who are eligible at retirement shall receive the balance of their accumulated evergreen account. Employees who leave service or who are terminated for just cause, shall not be eligible to receive the balance of their evergreen account.

Employees hired on or after January 1, 2012, shall be required to contribute (15%) of the premium cost, on a pre-tax basis. Employees hired prior to January 1, 2012, shall contribute (5%) of the premium cost, on a pre-tax basis.

Full-time employees who choose not to enroll in the health insurance plan and who provide suitable proof of enrollment in alternate health insurance coverage shall be eligible to receive a health insurance stipend in the amount of \$3,600 annually. This will be prorated monthly and paid in equal installments in the first paycheck of the month following the month where the insurance was opted out of. If an employee enrolls in the health insurance plan, they shall no longer be eligible for the stipend starting from the month of enrollment.

DENTAL INSURANCE:

The Town shall offer Blue Value Dental 3 (PPO). The premium cost shall be shared, 50% paid by the Employer and 50% paid by the Employee. Enrollment is at the option of the employee.

ARTICLE XXVI WORK CLOTHING

The TOWN agrees to furnish each employee with the following:

- a) One (1) pair of gloves
- b) One (1) hard hat
- c) Three (3) pairs of coveralls and a cleaning service.
- d) A steel toe work boot allowance of up to \$300.00 per year with a signed voucher and original sales receipt. If allowance remains unused at the end of the year, half of the allowance (\$150.00) may be rolled into the second year, for a maximum of \$450.00 reimbursement, with signed voucher and original sales receipt.

Additional equipment or clothing shall be at the discretion of the Department Head or designee. Damaged or worn-out articles shall be replaced on an as needed basis, as determined by the Department Head. Damaged or worn-out articles must be turned in before a replacement could be considered. Each employee shall be responsible to maintain such equipment and clothing in good condition. If abused, the employee will be responsible for the replacement articles.

**ARTICLE XXVII
PERSONNEL FILES**

Employees, upon request, shall be permitted to review their personnel file, provided that the examination of the file shall be *by* appointment only; shall take place only in the office designated by the Highway Superintendent; and shall take place in the presence of a designated representative of the TOWN. The employee may be accompanied by a representative of their choice.

Nothing can be removed from the file and employees may submit materials for inclusion in their file which are pertinent to performance and qualification.

**ARTICLE XXVIII
DEFERRED COMPENSATION**

The TOWN will offer a deferred compensation plan. The continuation or termination of such plan, and the company to provide investment, trust, and administrative services, shall be at the complete discretion of the TOWN of Boston TOWN Board.

**ARTICLE XXIX
WORKERS COMPENSATION**

Workmen's Compensation benefits shall be available to employees covered by this Agreement to the extent mandated by law.

**ARTICLE XXX
RETIREMENT**

Provided such a retirement program is available, the TOWN agrees to provide and maintain a retirement plan for all employees represented by this Agreement pursuant to Section 75-i for Tier I and 2 employees and Article 14 and 15 for Tier 3 and 4 employees. As soon as practical following the execution of this Agreement, the TOWN shall provide 41-a) (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law.

Additional Service Credit - Employees will have unused sick leave added to their service credits on a day for day basis, up to a maximum of one hundred sixty-five (165) days as provided in Section 41. Subdivision 0) of the Retirement and Social Security Law.

**ARTICLE XXXI
COMPENSATION**

Increase wages as follows:

Effective 1/1/2027 - (10%) per year for all classifications.

Effective 1/1/2028 - (5%) per year for all classifications.

Effective 1/1/2029 - (5%) per year for all classifications.

The night shift premium shall be (\$1.50) per hour.

Job titles and the hourly rate of pay for the term of this Agreement shall be as follows:

	MEO I	MEO II	MEO III	MEO IV	MEO V
2027	\$32.54	\$34.38	\$36.23	\$38.06	\$39.93
2028	\$34.16	\$36.09	\$38.05	\$39.96	\$41.93
2029	\$35.87	\$37.90	\$39.95	\$41.96	\$44.02
	Truck Driver I	Truck Driver II	Truck Driver III	Truck Driver IV	Truck Driver V
2027	\$24.21	\$25.71	\$27.16	\$28.64	\$30.15
2028	\$25.42	\$26.99	\$28.52	\$30.08	\$31.66
2029	\$26.69	\$28.34	\$29.94	\$31.58	\$33.24
	Laborer I	Laborer II	Laborer III	Laborer IV	Laborer V
2027	\$19.27	\$20.42	\$21.48	\$22.63	\$23.68
2028	\$20.24	\$21.44	\$22.56	\$23.76	\$24.87
2029	\$21.25	\$22.51	\$23.69	\$24.95	\$26.11

There is a \$1.50 2nd shift premium.

During the winter season if an employee is scheduled for a shift outside of their normal work shift, then shift differential applies to the complete shift.

No current employee shall be demoted in title or suffer any reduction in pay pursuant to the execution of this Agreement. Employees shall receive their pay checks on or before Noon of each regular payday as established by the TOWN Board. The TOWN may offer direct deposit to the Employees.

The Highway Superintendent or his designee may assign an employee to perform the duties of acting supervisor for a period of eight (8) hours or more. The person so assigned shall receive forty cents (\$.40) per hour in addition to the employee's normal hourly rate of pay for the hours worked.

The Highway Superintendent within his sole discretion may assign an employee from time to time to be the Lead Man. Such Lead Man will receive an additional premium of (\$2.00) per hour for each hour paid while so designated.

In the absence of the Highway Superintendent for three (3) consecutive days or more a Lead Man shall be assigned to direct the work force, who shall receive an additional premium of two dollars (\$2.00) per hour for each hour paid while so assigned.

An employee may be hired at any step of the pay grade.

Employees shall be moved from one (1) step to the next higher step within their classification, on their anniversary date, unless the Highway Superintendent shall advise the TOWN Board in writing prior to the employee's anniversary date, (a copy of which shall be forwarded to the

employee) that the employee should not be allowed a step increase. In the event of such action by the Highway Superintendent the Employee may petition the TOWN Board, within 15 days of his/her anniversary date, for a hearing at which the TOWN Board shall, by majority vote, either affirm the action of the Highway Superintendent or grant the Employee a step increase. The decision of the Town Board shall be final and binding.

Upon written recommendation of his/her Department Head and subsequent approval of the TOWN Board an employee may be granted a one (1) or more step increase prior to his/her anniversary date. An Employee is limited to one (1) such additional move in any one (1) fiscal year.

Moving on steps would be on the employee's anniversary date.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee a rate increase. The effective date of starting in this new job title would now become the annual date for movements in steps in that pay group,

ARTICLE XXXII RETROACTIVITY

The TOWN shall pay the difference between the wages actually paid and the wages scheduled in this Agreement retroactively from January 1, 2027. This payment shall be made to the employees no later than the end of the next full pay period after the Board adopts this Agreement.

ARTICLE XXXIII LONGEVITY

After completion of five (5) years of service, highway department employees shall receive a longevity payment of fifty dollars (\$50.00) for each year of continuous employment with the Town. Longevity pay shall be calculated based on the employee's completed years of service as of the employee's anniversary date. The longevity payment will be included in the first paycheck after the employee's anniversary.

ARTICLE XXXIV TRAINING

The Union agrees to make available to all members, free training for which it receives grants.

ARTICLE XXXV TOTAL AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the TOWN and the UNION, for the life of this agreement, each voluntarily and unequivocally waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing constitutes the entire Agreement between the parties, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to the Agreement, shall supersede or vary the provisions herein.

ARTICLE XXXVI SAVINGS CLAUSE

If any provision of the Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXXVII TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 1, 2027, and shall remain in full force and effect until the 31st day of December, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eight (180) days prior to the termination date that it desires to modify this Agreement. Such notice shall be provided by certified mail.

ARTICLE XXXVIII L.E.N.S. PROGRAM

All employees covered under this agreement who hold a New York State CDL License will be required to comply with the Federal New York State CDL Drug testing requirements. All employees not holding a New York State CDL license will be subject to comply with a Drug and Alcohol testing policy to be negotiated at a later date. All employees covered under this agreement will be enrolled in the New York State License Event Notification System (LENS) program to monitor driving qualifications to verify employee is maintaining a valid license as required for their position. The Town shall limit information requested from LENS system to information required for this purpose and shall comply with the Drivers Privacy Protection Act. A full policy statement will be added to the contract once agreed upon by all parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Employer and the Union do affix our signatures:

For:
TOWN OF BOSTON

Jason Keding
Supervisor

Kelly Martin
Councilman

Robert Penders
Councilman

Kathleen Selby
Councilman

Max Stephan
Councilman

Date

For:
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 17



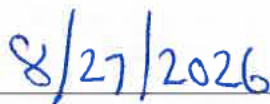
William J. Fokete
Business Manager



Stephen V. Palmeri
Business Representative



Aaron J. McElroy
Business Representative



Date

TOWN OF BOSTON – RESOLUTION NO. 2026 – 60

MAPLEWOOD CEMETERY

WHEREAS, Maplewood Cemetery located on Boston State Road across from the Town Hall has identified a small to medium-size tree which needs to be removed; and

WHEREAS, over the years some of the trees have fallen creating damage to headstones, while other trees are weakened thus remaining a liability; and

WHEREAS, the cemetery is run as a non-for-profit organization with limited income to fix the damages and obtain proper tree removal to avoid further damage that will most likely be caused in storms typically exhibited in the town if left untreated; and

WHEREAS, the caretakers of Maplewood cemetery are seeking assistance from the Town; and

WHEREAS, Town Law Section 165-A allows municipalities to provide funding, goods, and/or services to public cemeteries as defined by the not-for-profit corporation law; and

WHEREAS, under Town Law Section 291 the town would be required to take over the cemetery if abandoned by the current caretakers;

NOW THEREFORE BE IT

RESOLVED, that the Boston Town Board hereby authorizes the Highway Superintendent and Parks Department to coordinate public service(s) for the requested assistance for Maplewood cemetery; and

On September 2, 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 Penders	[]	[]	[]	[]
Councilmember Stephan	[]	[]	[]	[]
Councilmember Martin	[]	[]	[]	[]
Councilmember Selby	[]	[]	[]	[]
Supervisor Keding	[]	[]	[]	[]

Sandra L. Quinlan, Town Clerk

Schedule a Public Hearing for CDBG



TOWN OF BOSTON



Dear Town Supervisor and Board members,

I would like to submit a recommendation on hiring Sean Kelly to fill the open MEO position. His resume and application are attached.

Respectfully,

Robert Telaak
Superintendent of Highways

ROBERT TELAAK, SUPERINTENDENT OF HIGHWAYS

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