

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

Presiding Supervisor Marini called the regularly scheduled Town Board Meeting, County of Wayne, State of New York, held at the Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY to order at 7:30 PM and led those present in the Pledge of Allegiance.

PRESENT:

Patricia Marini	Supervisor
Larry Ruth	Councilman
Vaughn Pembroke	Councilman
Suzi Hawkins-Mance	Councilwoman
Judy Markowski	Councilwoman
Susie Jacobs	Town Clerk

ABSENT: Michael Frederes Highway Superintendent

OTHERS PRESENT: Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Brendan Bystrak, Labella Associates, P.C. Engineer for the Town; Christi Waltermyer, Deputy Town Clerk; Jean Johnson, Town Comptroller; Laurie Waltermyer, Court Clerk; Newspaper Reporter, and thirteen attendees.

MINUTES:

Motion by Councilman Ruth that the Minutes of September 4, 2014 Special Meeting and September 4, 2014 Regular Meeting be approved as submitted by the Town Clerk.

Seconded by Councilman Pembroke.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

PUBLIC PARTICIPATION:

No one present offered any comments.

SUPERVISOR'S REPORT:

Motion by Councilwoman Hawkins-Mance to accept as presented the Supervisor's Report for, August, 2014.

Seconded by Councilman Ruth.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

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Motion by Councilwoman Markowski to Accept & File.
Seconded by Councilman Ruth.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

**BUILDING DEPARTMENT - RESOLUTION 191-14 AUTHORIZING THE
WAIVER OF A BUILDING DEPARTMENT PERMIT FEE OF \$50.00 TO THE
WALWORTH FIRE DEPARTMENT:**

Discussion ensued.

Councilwoman Markowski offered the following Resolution 191-14 and moved its adoption.

Seconded by Councilwoman Hawkins-Mance to wit:

BE IT RESOLVED, that the Building Department Permit Fee of \$50.00 is waived for a building permit to the Walworth Fire Department.

Adopted this 18th day of September, 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**SEWER - RESOLUTION 193-14 AUTHORIZING THE TOWN SEWER
SUPERINTENDENT TO EXPEND FOR THE FLYGT PUMP REBUILD AS PER
SUBMITTED REQUEST:**

Councilman Pembroke offered the following Resolution 193-14 and moved its adoption.

Seconded by Councilwoman Hawkins-Mance to wit:

The following was submitted:



3451 Ontario Center Road
Walworth NY 14568

Rob Burns, Sewer Superintendent
PHONE
sewer@townofwalworthny.gov

315-986-3415

315-986-1741 FAX

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September 17, 2014

Attention:

Patricia Marini, Walworth Town Supervisor
Walworth Town Board Members

Re: Pump Re-build

I am requesting permission to have a Flygt pump re-built. Attached are the quotes for a new pump of \$13,486.00 and a quote to have our existing pump re-built for a price of \$9,676.60. This pump will be a back-up pump for the main lift station at the Wastewater Treatment Plant and can also be utilized as a back-up in 5 of the lift stations by changing the base of the pump. We currently have a spare base on hand.

The cost for this pump re-build would be expended from lines as follows:

SS8110.24	\$2,000.00
SS8130.21,	\$1,000.00
SS8130.24,	\$4,000.00
SS8130.409	\$2,676.60

If you should have any questions please do not hesitate to contact me.

Respectfully submitted,

Rob Burns,
Sewer Superintendent

BE IT RESOLVED, that Rob Burns, Sewer Superintendent, is authorized to expend funds to have a Flygt pump rebuilt as requested.

Adopted this 18th day of September, 2014 at the meeting of the Town Board.
Discussion ensued.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

OTHER BUSINESS:

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RESOLUTION 195-14 FINANCIAL TRANSFERS:

Councilwoman Hawkins-Mance offered the following Resolution 195-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

The following was submitted:

September 18, 2014 TOWN BOARD MEETING

BE IT RESOLVED that the Town Comptroller be authorized to modify budget as follows:

\$4,238.00 from A1410.12 Deputy Town Clerk to MS9050.81 Unemployment Payments NYS. To cover current expenditures.

\$36.00 from General Fund Balance to A7110.45 Park Farmers Market. To cover current expenditures. The funds to cover this transfer were credited to A2089 Parks Other Revenue.

\$500.00 from General Fund Balance to A7110.41 Park Electric/Water/Sewer. To cover current expenditures.

\$300.00 from General Fund Balance to A3510.43 Control of Animals Dog Licenses. To cover current expenditures. The funds to cover this transfer were credited to A2544 Dog Licenses.

\$56.90 from A1620.41 Town Office Utilities to A1620.23 Town Office Safety Equipment. To cover current expenditures.

\$1,800.00 from Walworth Light District Fund Balance to SL1-5182.41 Walworth Light District Electric. To cover current expenditures.

\$22,893.67 from DA5112.21 Highway Equipment Wedge and \$6,955.86 from DA5112.22 Highway Equipment Paving/Grinding to DA5110.43 Highway Resurfacing.

To cover current expenditures.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 190-14 ABSTRACT #9 AUTHORIZATION:

Councilman Ruth offered the following Resolution 190-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

The following was submitted:

To: Walworth Town Board

From: Jean Johnson, Town Comptroller
 Date: 18-Sep-14
 Re: Abstract #9

Attached please find a copy of the Abstracts by Fund. I have audited all claims and will be transferring funds to cover payments by Fund as follows:

Vouchers Numbers #1369-1515

General Fund	\$49,088.47
Highway Fund	\$245,928.99
Sewer Fund	\$31,139.70
Park Special Revenue Fund	\$2,737.70
Walworth Light District	\$415.35
Harvest Hill Light District	\$426.13
Gananda Light District	\$111.31
Brookside Light District	\$8.59
Orchard View Light District	\$88.55
Parkview Green Park District	\$200.00
Consolidated Drainage	\$0.00
Water District #1	\$0.00
Water Extension #19	\$6,615.00
Water Extension #20	\$1,755.00
 Total Payments	 \$338,514.79

Voucher Numbers #148-162

Trust & Payroll	\$30,186.22
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Checks will be issued on September 19, 2014

Checks Reviewed Prior To Mailing 9/19/14 _____

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 192-14 AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE THE CONTRACT WITH NATIONAL FUEL RESOURCES AS THE TOWN'S NATURAL GAS SUPPLIER:

Councilwoman Hawkins-Mance offered the following Resolution 192-14 and moved its adoption.

Seconded by Councilman Pembroke to wit:

The following was submitted:

**BASE CONTRACT FOR THE PURCHASE OF NATURAL GAS
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into as of August 18, 2014 (the "Effective Date") by and between National Fuel Resources, Inc. with its principal office at 165 Lawrence Bell Dr., Suite 120, Williamsville, New York 14221 ("Seller") and **Town of Walworth** with its principal office at 3600 Lorraine Drive, Walworth, New York 14568 ("Buyer")(together the "Parties"). The entire agreement between the Parties includes these terms and conditions and any binding and effective Transaction Confirmation(s) and/or Trigger Confirmation(s) ("Agreement" or "Contract").

1. DEFINITIONS.

- (a) "Basis" shall mean Seller's per Dth locational charge to Buyer for providing the Gas at a particular Delivery Point.
- (b) "City Gate" shall mean the interconnection of the interstate pipeline and a LDC or at the interconnection of local production and a LDC.
- (c) "Contracted Monthly Usage" shall mean Buyer's monthly volumes for a particular gas account as set forth in Attachment 1 to any effective Transaction Confirmation.
- (d) "Converted Price" shall mean the conversion of the Price from a Variable Price to a fixed price, which shall include Basis, for the Converted Volumes for the remaining or otherwise agreed upon Term of the Agreement. A Converted Price may also be referred to as a "Lock-in Price" or a "Locked-in Price" in a Transaction Confirmation or Trigger Confirmation.
- (e) "Converted Volumes" shall mean the agreed upon portion of Buyer's remaining Contracted Monthly Usage for the agreed upon portion of the Term of the Agreement. A Converted Volume may also be referred to as a "Lock-in Volume" or a "Locked-in Volume" in a Transaction Confirmation or Trigger Confirmation.
- (f) "Dth" shall mean Decatherm.
- (g) "Delivery Point" shall mean LDC's City Gate.
- (h) "LDC" shall mean Rochester Gas & Electric.
- (i) "Fixed Price" shall mean a fixed price per Dth, which shall include Basis, to be paid by Buyer to Seller for Gas for all Contracted Monthly Usage for the Term of the Agreement.
- (j) "Force Majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances; laws, rules, regulations or orders of any utility, government, agency, political subdivision or instrumentality thereof having jurisdiction; injunction or judicial restraints; explosions; breakage, failure or freezing of pipelines or wells; weather related events; curtailment of firm capacity on pipeline system; and any other causes of a similar nature not reasonably within the control of the party claiming the inability to perform.
- (k) "Gas" shall mean the volumes of natural gas delivered to the accounts of Buyer as set forth in any effective Transaction Confirmation.
- (l) "Notification" shall mean transmission between Buyer and Seller by facsimile, e-mail, or recorded telephone call.
- (m) "NYMEX" shall mean the New York Mercantile Exchange which maintains a futures market for crude oil and natural gas.
- (n) "NYMEX Settlement Price" shall mean the settlement price for a natural gas futures contract on the last day of trading for such futures contract as established by NYMEX for the applicable month.
- (o) "NYMEX Three Day Settlement Price" shall mean the average settlement price for a natural gas futures contract for the last three days of trading for such futures contract as established by NYMEX for the applicable month.
- (p) "Price" shall mean the price(s) per Dth to be paid by Buyer to Seller for the Gas as provided for in any effective Transaction Confirmation. A Price may be a Variable Price, Fixed Price, Triggered Price, or a Converted Price.
- (q) "Triggered Price" shall mean the conversion of the Price from a Variable Price to a fixed price (i.e., a confirmed fixed NYMEX price) plus Basis (i.e., Buyer shall pay Basis in addition to the Triggered Price) for a certain Triggered Volume as set forth in an effective Trigger Confirmation.
- (r) "Triggered Volume" shall mean a portion of Buyer's Contracted Monthly Usage as set forth in an effective Trigger Confirmation.

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(s) “Unused Volumes” shall mean the unused portion of the Contracted Monthly Usage for a particular month that fall outside of the tolerance specified in Section 4(b)(ii) of the Contract.

(t) “Variable Price” shall mean the monthly variable price per Dth to be paid by Buyer to Seller for the Gas equal to the monthly NYMEX Settlement Price plus Basis, the NYMEX Three Day Settlement Price plus Basis, or other applicable pricing index plus Basis as provided for in the effective Transaction Confirmation (For example, the October Variable Price would be calculated using the October NYMEX Settlement Price plus Basis if NYMEX Settlement Price is used).

2. VOLUME.

Seller shall sell natural gas to Buyer through the LDC’s system on a firm basis. Seller shall be Buyer’s sole gas supplier for Buyer’s Gas. Buyer shall be a customer under the terms and conditions set forth in the LDC’s applicable Service Classifications (as determined for each gas account referenced on the Transaction Confirmation executed and delivered simultaneously herewith and any additional gas accounts referenced on any subsequently effective Transaction Confirmations) and any other terms and conditions of its tariff and policies.

3. DELIVERY.

(a) Seller shall deliver the Gas to the Delivery Point (the associated transportation charge up to the Delivery Point is included in the Price). The LDC shall deliver gas to Buyer and Buyer shall be responsible for any and all costs regarding delivery of the Gas from the Delivery Point to Buyer’s meter, all as provided under the LDC’s tariff; with such costs to be billed either separately by the LDC or as an additional item by Seller, as applicable by gas account. Buyer hereby authorizes Seller to receive all of Buyer’s account(s) information, including service applications, historical consumption, daily meter readings, payment and credit information from the LDC or upon request of Seller, to otherwise provide the same to Seller. Buyer may rescind such authorization for the release of this information at any time.

(b) Title to the Gas shall pass from Seller to Buyer at the Delivery Point. Seller shall be deemed to be in control and possession of the Gas and responsible for any damage, claim, liability or injury and bear the risk of loss prior to delivery at the Delivery Point. Buyer shall be deemed to be in possession and control of the Gas and responsible for any damage, claim, liability or injury and bear the risk of loss upon delivery at the Delivery Point. Each party shall indemnify and hold the other harmless from claims of any nature attributable to the Gas when it is in the possession and control of such party.

4. PRICE/TAXES.

(a) **Price.** Buyer shall pay the Price on all volumes of gas delivered by Seller as set forth under the applicable Transaction Confirmation (or if Buyer subsequently elects to trigger a price, a Trigger Confirmation).

(b) **Usage Variance.** Seller shall rely on and deliver gas based on Buyer’s contract consumption information agreed to under any effective Transaction Confirmation. Buyer’s Contracted Monthly Usage commitments, and the Parties’ related rights and obligations with respect to over-usage and under-usage of such committed volumes, shall be separately determined per gas account as reflected in any effective Transaction Confirmation delivered hereunder.

(i) **Over Use.** If Buyer consumes in excess of 102% of Buyer’s Contracted Monthly Usage for gas being supplied in any month for such gas account then Buyer agrees to pay Seller for such excess at the Variable Price presently in effect (or previously in effect if Buyer has locked-in 100% of its Contracted Monthly Usage at a Converted Price or Triggered Price) as set forth in a Transaction Confirmation (or at the Fixed Price if no Variable Price was established), provided however, that Seller reserves the right to charge a per Dth price for such excess equal to the sum of: the average of the daily Dominion, South Point midpoint prices during the month, as published in Platts Gas Daily, plus applicable FERC approved transportation costs (incl. fuel and loss retention) (“Market Price – Over Use”) for delivery from such point to the Delivery Point, and Buyer agrees to pay at such rate should Seller exercise its right unless Market Price – Over Use is defined differently under an effective Transaction Confirmation (in which case the amount set forth in such different definition shall be used instead).

(ii) **Under Use.** If Buyer consumes less than 98% of Buyer’s Contracted Monthly Usage for gas being supplied in any month for such gas account resulting in Unused Volumes, Buyer agrees to pay at such time the positive difference, if any, between the applicable Price less the Market Price – Under Use (as defined herein), per Dth, for such Unused Volumes. The Market Price – Under Use shall equal the sum of: the average of the daily Dominion, South Point midpoint prices during the month, as published in Platts Gas Daily, less applicable FERC approved transportation costs (incl. fuel and loss retention) for delivery from such point to the Delivery Point unless Market Price – Under Use is defined differently under an effective Transaction Confirmation (in which case the amount set forth in such different definition shall be used instead).

(c) **Triggered Price.** Seller and Buyer may agree to convert Buyer’s Variable Price to a Triggered Price for certain Triggered Volumes as set forth in an effective Trigger Confirmation. Seller will endeavor to lock in and confirm a Trigger Price only if the Parties agree on a proposed Trigger Price and Buyer provides Notification to Seller prior to 12:00 Noon on the applicable NYMEX contract expiration date of its desire to purchase at the agreed-to proposed Triggered Price. Buyer agrees that such Notification shall constitute Buyer’s firm irrevocable

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offer to purchase (i.e. "lock-in") at the proposed Triggered Price for the term, volume, and fixed price as set forth in the Notification. If Seller accepts such offer, Seller will confirm such Notification by returning a Trigger Confirmation to Buyer via facsimile or e-mail. Buyer shall pay a total price per Dth equal to the agreed upon Triggered Price as provided for in the effective Trigger Confirmation. Triggered Volumes are the first volumes delivered to Buyer during the month. To provide Buyer with a Triggered Price, Seller will take positions in the natural gas futures market. Accordingly, Buyer agrees to pay any damages suffered by Seller with respect to such positions as a result of or in connection with Buyer's breach of this Agreement. The pricing provision(s) otherwise applicable under this Agreement will be used for untriggered volumes. There shall be no tolerance on over-use or under-use of Triggered Volumes. Force Majeure shall not affect Buyer's responsibility for losses related to Triggered Volumes described above. In the event that the last effective Transaction Confirmation expires at a date earlier than the last effective date specified in a Trigger Confirmation, the expiration of the last effective Transaction Confirmation shall be extended to coincide with the last effective date specified in a Trigger Confirmation.

(d) **Converted Price.** Seller and Buyer may agree to convert Buyer's Variable Price to a Converted Price for the Converted Volumes as set forth in an effective Trigger Confirmation. Seller will endeavor to lock in and confirm a Converted Price only if the Parties agree on a proposed fixed price and Buyer provides Notification to Seller prior to 12:00 Noon on the applicable NYMEX contract expiration date of its desire to lock-in the agreed-to proposed Converted Price. Buyer agrees that such Notification shall constitute Buyer's firm irrevocable offer to purchase (i.e. "lock-in") at the proposed Converted Price as set forth in the Notification. If Seller accepts such offer, Seller will confirm such Notification by returning a Trigger Confirmation to Buyer via facsimile or e-mail. Buyer shall then pay a total price per Dth equal to the agreed upon Converted Price as provided for in the effective Trigger Confirmation. To provide Buyer with a Converted Price, Seller will take positions in the natural gas futures market. Accordingly, Buyer agrees to pay any damages suffered by Seller with respect to such positions as a result of or in connection with Buyer's breach of this Agreement. Force Majeure shall not affect Buyer's responsibility for losses related to Converted Volumes described above. In the event that the last effective Transaction Confirmation expires at a date earlier than the last effective date specified in a Trigger Confirmation, the expiration of the last effective Transaction Confirmation shall be extended to coincide with the last effective date specified in a Trigger Confirmation.

(e) **Fixed Price.** Seller and Buyer may agree to a Fixed Price for the Term of the Agreement. Buyer shall pay a total price per Dth or Mcf equal to the agreed upon Fixed Price as provided for in the effective Transaction Confirmation. To provide Buyer with a Fixed Price, Seller will take positions in the natural gas futures market. Accordingly, Buyer agrees to pay any damages suffered by Seller with respect to such positions as a result of or in connection with Buyer's breach of this Agreement. Force Majeure shall not affect Buyer's responsibility for losses related to such Fixed Price positions.

(f) **Taxes.** The Price is exclusive of any applicable federal, state and local taxes and fees, assessments, surcharges or other governmental charges by whatever name, including, but not limited to, Gross Receipts, Sales, Use, and Import Fee. Any taxes, fees, charges, surcharges, or assessments of any nature and by whatever name (excluding Seller's Income tax) levied by any governmental authority in connection with this Agreement (whether now in effect or later enacted or otherwise made applicable) shall be paid by Buyer. If Seller is required by law or otherwise to pay such levy and/or fines relating thereto, Buyer shall reimburse the full amount paid by Seller upon receipt of the applicable invoice. Buyer's liability shall survive termination of this Agreement. If Buyer claims an exemption from any applicable taxes, Buyer must provide Seller with a proper exemption certificate prior to Seller's delivery of any natural gas the sale of which is covered by such exemption certificate. Unless specifically provided for in Buyer's exemption certificate, such exemption shall not apply to any current or later enacted and imposed state or federal assessments, fees or surcharges.

5. PAYMENT.

(a) Upon receiving meter readings (and any estimated readings) from the LDC, Seller shall bill Buyer. Payment is due within fourteen (14) days of the invoice date.

(b) The LDC may bill Buyer separately for transportation charges. For Customers with contracted volumes of 25,000 Mcf/year or less: Seller reserves the right to have the LDC provide bills to Buyer. Any such bills shall be upon the same terms and conditions as set forth in this Agreement unless inconsistent with the billing provisions of the LDC's effective tariff, in which case the tariff billing provisions shall control.

(c) Interest of 1-1/2% per month shall accrue on any overdue balance and shall be in addition to any other remedies available to Seller in regard to such late payment. A fee of \$35.00 will be charged for any returned checks.

(d) Seller's invoices and Buyer's remittances hereunder shall be sent by United States mail, postage pre-paid, addressed in accordance with Section 10.

(e) If Buyer does not make a payment when due or if Seller learns of circumstances which in Seller's reasonable judgment may render Buyer unable to make payment when due (which may include but shall not be limited to any credit insurance cancellation or reduction in the amount of such coverage, any public expectation that Buyer or Buyer's parent, if any, may not be able to meet ongoing obligations, or any other public financial information associated with the insecurity of Buyer or Buyer's parent, if any, etc.), Seller may require Buyer, at Seller's sole discretion, to provide or increase security or pre-payment and to execute all related amendments or other necessary documentation, sufficient in Seller's reasonable judgment, to ensure payment for Gas deliveries. Seller may suspend deliveries of Gas until such security or pre-payment or increase in such security or pre-payment is provided. Further, if Buyer is late in paying any invoice, Seller has the right to require weekly payment for gas to be delivered hereunder (or Seller's estimate of such deliveries).

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(f) Buyer will be entitled to a refund of any substantiated overcharges discovered within one (1) year after the billing date, provided Buyer makes a claim within two (2) months of discovery. Seller has the right, at any time, even after the termination or expiration of this Agreement, to bill and be paid for any utility adjustments for service under this Agreement. Seller also is entitled to bill and be paid for any substantiated undercharges discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months of the discovery.

6. WARRANTY OF TITLE.

Seller warrants good title to the Gas free and clear of all liens, encumbrances and claims whatsoever, and hereby covenants and agrees to indemnify, protect, save harmless and undertake the defense of Buyer to and from all claims (whether groundless or not), demands, liens, actions, suits, recoveries, damages, losses, costs, compensation and expenses (including legal expenses) of any kind arising out of the adverse claim of any and all persons relating to title to the Gas.

7. LIMITATION ON LIABILITY.

Seller shall not be liable for any indirect, special, incidental, lost profits, consequential or punitive damages arising out of or related to this Agreement. Seller's liability for damages shall not exceed the replacement cost less expenses saved for the Gas nominated in the month in which the damage occurred.

8. TERM/TERMINATION.

(a) This Agreement shall become effective as of the Effective Date and shall continue thereafter until all Transaction Confirmations or Trigger Confirmations entered into hereunder have terminated ("Term"). Further, at the end of any Transaction Confirmation, if a new Transaction Confirmation is not executed, and Buyer continues to receive gas from Seller, this Agreement shall remain in full force and effect on a month-to-month basis and Buyer agrees to pay the Market Price – Over Use, as defined in paragraph 4(b)(i), as Buyer's unit Price until Buyer and Seller mutually agree to enter into a new Transaction Confirmation or either party cancels this Agreement by providing thirty (30) days prior written notice. This Agreement shall be extended beyond its termination as necessary to effectuate the balancing of any over or under deliveries of Gas and the payment for any Gas delivered.

(b) In addition to any other remedy it may have, Seller shall have the right to terminate this Agreement upon at least two (2) business days' notice in the event that Buyer fails to make timely payments as required herein or otherwise materially breaches this Agreement. If the Buyer is located in New York State, Seller will provide at least fifteen (15) calendar days notice prior to cancellation of service to Buyer. Buyer shall remain liable for all gas delivered to Buyer's account until Buyer returns to the utility or another supplier, and shall also compensate Seller for all damages incurred by Seller as a result of or in connection with such termination, including without limitation any such damages arising in connection with any positions taken by Seller in the natural gas futures market with respect to any undelivered natural gas that was to be purchased at a Fixed Price, Converted Price or Triggered Price.

(c) If a receiver is appointed for Buyer or Buyer's property, or if Buyer becomes insolvent or unable to pay its debts in the ordinary course of business, makes an assignment or trust for the benefit of creditors, or if any proceeding is commenced by, for or against Buyer under the provisions of any bankruptcy, insolvency or debtor's relief laws, Seller may terminate in whole or in part this Agreement by written notice to Buyer, or, at Seller's option, demand security or pre-payment under Section 5(e).

9. FORCE MAJEURE.

(a) If, due to Force Majeure, either party is unable, wholly or in part, to carry out its obligations under this Agreement, upon such party's giving notice and reasonable details of such Force Majeure to the other party within a reasonable time after the occurrence of the cause relied on, the obligation of the party giving such notice, so far as and as long as they are affected by such Force Majeure, shall be nullified.

(b) Force Majeure shall not affect: (1) Buyer's obligation to pay for Gas that has been delivered to the Delivery Point and (2) Buyer's responsibility for losses related to volumes sold at a Fixed Price, Triggered Volumes under paragraph 4(c) and Converted Volumes under paragraph 4(d).

10. MISCELLANEOUS.

(a) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, but may not be assigned by Buyer without the written consent of the Seller, such consent not to be unreasonably withheld. Should Buyer's assets be acquired by any successor and such successor consumes gas delivered by Seller, then this Agreement shall have been assigned to such successor and such successor and Buyer shall be jointly and severally responsible for any and all outstanding amounts due under the Agreement.

(b) Third Party Agent. If a third party agent, representative, consultant or similar entity of the Buyer (collectively, the "Agent") is involved with the consummation of this Contract, Buyer understands and agrees (1) that a transaction fee relating to Gas delivered to Buyer may be paid by Seller to Agent and (2) that such transaction fee may be included in the Price as well as any Market Price-Over Use. Buyer represents and warrants that Buyer has been provided with notification by the Agent of items (1) and (2) of the preceding sentence. Buyer

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or e-mail address designated by such party in writing as the facsimile number or e-mail address to be utilized for such purpose); and may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(m) **Obligations of Federal Contractors and Subcontractors.** This Agreement is subject to the requirements of 29 CFR Part 470, if applicable.

(n) **Name Change.** Buyer agrees to provide Seller with thirty (30) days prior written notice of any change of Buyer's name.

(o) **Forward Contract Merchants.** Buyer and Seller agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

Seller: **National Fuel Resources, Inc.**

Buyer: **Town of Walworth**

Signature: _____
Name: Joseph Del Vecchio
Title: Vice President
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Continued on the next page.

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18 SEPTEMBER 2014**

**TRANSACTION CONFIRMATION
TO BASE CONTRACT FOR THE PURCHASE OF NATURAL GAS
GENERAL TERMS AND CONDITIONS (“Contract”)**

THIS TRANSACTION CONFIRMATION (“Confirmation”) is made and entered into as of August 18, 2014 by and between National Fuel Resources, Inc. with its principal office at 165 Lawrence Bell Drive, Suite 120, Williamsville, NY 14221 (“Seller”) and Town of Walworth (“Buyer”). This Confirmation shall be subject to the Contract between Seller and Buyer dated August 18, 2014.

SELLER: National Fuel Resources, Inc.	BUYER: Town of Walworth
PAYMENTS & INQUIRIES TO: Attn: Accounts Receivable P.O. Box 9072 Williamsville, NY 14231 Phone: 716/630-6786 Fax: 716/630-6744	INVOICES & INQUIRIES TO: Attn: Patricia Marini 3600 Lorraine Drive Walworth, NY 14568 Phone: (315) 986-1400 ext.310 Fax: (315) 986-1440
SERVICE LOCATION(S) & ACCOUNT NUMBER(S):	Please See Attachment 1 (5 Accounts)
QUANTITY:	Contracted Monthly Usage is set forth in Attachment 1
TERM:	12 months beginning on the first eligible meter reading date on or after October 1, 2014.
PRICE:	VARIABLE PRICE. WINTER Prices (November 1 thru March 31): Monthly NYMEX Last Day Settle minus \$0.050 per DTH delivered to the Citygate. Summer Prices (April 1 thru October 31): Monthly NYMEX Last Day Settle minus \$0.318 per DTH delivered to the Citygate. Price is subject to all applicable taxes and any utility imposed balancing charges..
SPECIAL CONDITIONS:	Seller and Buyer agree that the following changes to the Contract shall be effective for the term stated in this Transaction Confirmation: (1) Sections 4(b)(i) and 4 (b)(ii) are deleted.

This Transaction Confirmation may be executed by facsimile.

SELLER: National Fuel Resources, Inc.	BUYER: Town of Walworth
Signature: _____ Name: Joseph Del Vecchio Title: Vice President Date: _____ Rep: Dan Czechowicz	Signature: _____ Name: _____ Title: _____ Date: _____

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

Town of Walworth (RGE Monthly)		Contracted Citygate Volumes (DTH) Calendar Month Basis												ATTACHMENT 1	
Account #	Service Location(s)	Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
1	3451 Ontario Center Road, Walworth, NY 14568	2014-15	0.1	6.7	24.1	32.9	38.6	38.1	8.1	5.4	0.0	0.0	0.0	0.0	154.0
		2015	0.0												0.0
		Total Volume													154.0
2	3451 Ontario Center Rd La, Walworth, NY 14568	2014-15	2.5	6.7	12.6	14.6	13.8	15.3	6.9	5.4	1.0	0.9	0.7	1.5	81.9
		2015	1.8												1.8
		Total Volume													83.7
3	4384 Canandaigua Road, Walworth, NY 14568	2014-15	11.2	74.1	167.7	220.4	215.3	159.3	67.3	14.9	2.9	2.8	2.6	2.7	941.2
		2015	1.5												1.5
		Total Volume													942.7
4	3726 Stalker Rd Pmpsta-ge, Macedon, NY 14502	2014-15	0.4	0.8	0.6	0.7	0.7	0.7	0.7	1.2	1.5	0.5	0.7	0.6	9.1
		2015	0.2												0.2
		Total Volume													9.3
5	3600 Lorraine Dr Pavilion, Walworth, NY 14568	2014-15	5.6	16.4	25.4	30.5	28.7	25.1	15.2	7.7	2.9	1.5	1.7	2.6	163.3
		2015	1.9												1.9
		Total Volume													165.2
Attachment 1 Totals:		2014-15	19.8	104.7	230.4	299.1	297.1	238.5	98.2	34.6	8.3	5.7	5.7	7.4	1,349.5
		2015	5.4												5.4
		Total Volume	25.2	104.7	230.4	299.1	297.1	238.5	98.2	34.6	8.3	5.7	5.7	7.4	1,354.9

Name (Please Print) _____

Signature _____ Date _____

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

National Fuel Resources, Inc.
165 Lawrence Bell Drive, Suite 120
Williamsville, NY 14221
Phone: 800/839-9993 Website: www.nfrinc.com

**Wholesale - Bid
Customer Disclosure Statement**

Town of Walworth (NYSEG DTI Monthly)

Price	VARIABLE PRICE WINTER Prices (November 1 thru March 31): Monthly NYMEX Last Day Settle minus \$0.452 per DTH delivered to the Citygate. SUMMER Prices (April 1 thru October 31): Monthly NYMEX Last Day Settle minus \$0.681 per DTH delivered to the Citygate. Price is subject to all applicable taxes and any utility imposed balancing charges.
Fixed or Variable Price and, if variable, how price is determined	Your VARIABLE PRICE is set forth above. You also have the option to lock in a Fixed Price, Converted Price or Triggered Price for the term of your Agreement or for monthly increments. If you elect to do so, you will pay a fixed price per Dth or Mcf for such volumes.
Length of Agreement and end date	The term stated in the Agreement is 12 months.
Process you may use to rescind your Agreement without penalty	Not Applicable.
Amount of Cancellation Fee for early termination and method of calculation	You will be liable for all gas delivered to your account as well as all damages incurred by NFR in connection with early cancellation and any positions taken by NFR in the natural gas futures market with respect to any undelivered natural gas that was to be purchased at a Variable Price, Converted Price, Fixed Price or Triggered Price for you.
Amount of Late Payment Fee for non-payment and method of calculation	1.5% interest per month. If you fail to pay your invoice within fourteen (14) days, you will be charged interest at a rate of 1.5% per month from the date that such payment was due.
Provisions for renewal of your Agreement	Not Applicable. If you continue to receive gas from NFR after the term of the Agreement, you will receive such gas at Market Price-Over Use as defined in Section 4(b) of the Agreement on a month-to-month basis.
Conditions under which savings are guaranteed.	Not Applicable.

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

**TRANSACTION CONFIRMATION
TO BASE CONTRACT FOR THE PURCHASE OF NATURAL GAS
GENERAL TERMS AND CONDITIONS (“Contract”)**

THIS TRANSACTION CONFIRMATION (“Confirmation”) is made and entered into as of August 18, 2014 by and between National Fuel Resources, Inc. with its principal office at 165 Lawrence Bell Drive, Suite 120, Williamsville, NY 14221 (“Seller”) and Town of Walworth (“Buyer”). This Confirmation shall be subject to the Contract between Seller and Buyer dated August 18, 2014.

SELLER: National Fuel Resources, Inc.	BUYER: Town of Walworth
PAYMENTS & INQUIRIES TO: Attn: Accounts Receivable P.O. Box 9072 Williamsville, NY 14231 Phone: 716/630-6786 Fax: 716/630-6744	INVOICES & INQUIRIES TO: Attn: Patricia Marini 3600 Lorraine Drive Walworth, NY 14568 Phone: (315) 986-1400 ext.310 Fax: (315) 986-1440
SERVICE LOCATION(S) & ACCOUNT NUMBER(S):	Please See Attachment 1 (1 Accounts)
QUANTITY:	Contracted Monthly Usage is set forth in Attachment 1
TERM:	12 months beginning on the first eligible meter reading date on or after October 1, 2014.
PRICE:	VARIABLE PRICE. WINTER Prices (November 1 thru March 31): Monthly NYMEX Last Day Settle minus \$0.452 per DTH delivered to the Citygate. Summer Prices (April 1 thru October 31): Monthly NYMEX Last Day Settle minus \$0.681 per DTH delivered to the Citygate. Price is subject to all applicable taxes and any utility imposed balancing charges.
SPECIAL CONDITIONS:	Seller and Buyer agree that the following changes to the Contract shall be effective for the term stated in this Transaction Confirmation: (1) Sections 4(b)(i) and 4 (b)(ii) are deleted.

This Transaction Confirmation may be executed by facsimile.

SELLER: National Fuel Resources, Inc.	BUYER: Town of Walworth
Signature: _____	Signature: _____
Name: Joseph Del Vecchio	Name: _____
Title: Vice President	Title: _____
Date: _____	Date: _____
Rep: Dan Czechowicz	

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

Town of Walworth (NYSEG DTI Monthly)		Contracted Burnertip Volumes (DTH) Calendar Month Basis												ATTACHMENT 1	
Account #	Service Location(s)	Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
1	3158 Peacock Circle, Macedon, NY 14502	2014-15	0.5	1.0	0.5	0.4	0.4	0.5	0.5	0.5	0.8	1.2	1.1	1.3	8.7
N07000059551 283		2015	0.5												0.5
		Total Volume	1.0	1.0	0.5	0.4	0.4	0.5	0.5	0.5	0.8	1.2	1.1	1.3	9.2
Attachment 1 Totals:			0.5	1.0	0.5	0.4	0.4	0.5	0.5	0.5	0.8	1.2	1.1	1.3	8.7
Total Volume			0.5	1.0	0.5	0.4	0.4	0.5	0.5	0.5	0.8	1.2	1.1	1.3	0.5
Total Volume			1.0	1.0	0.5	0.4	0.4	0.5	0.5	0.5	0.8	1.2	1.1	1.3	9.2

Name (Please Print) _____

Signature _____ Date _____

BE IT RESOLVED, that the Town Supervisor execute the Base Contract for the purchase of Natural Gas General Terms and Conditions as submitted.

Adopted this 18th day of September, 2014 at the meeting of the Town Board

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

**RESOLUTION 194-14 AUTHORIZE THE TOWN COMPTROLLER TO PREPAY
VOUCHERS FOR LABELLA ASSOCIATES, PC, VOUCHER #1516, \$1,330.00
AND VOUCHER #1517, \$387.50 AS SUBMITTED:**

Councilman Ruth offered the following Resolution 194-14 and moved its adoption.

Seconded by Councilwoman Hawkins-Mance to wit:

BE IT RESOLVED, authorizing the Town Comptroller to prepay vouchers for Labella Associates, PC #1516 for \$1,330.00 and #1517 for \$387.50 for services as submitted.

Adopted this 18th day of September, 2014 at the meeting of the Town Board

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

COMMUNICATIONS:

Motion by Councilwoman Markowski to Accept and File.

Seconded by Councilwoman Hawkins-Mance.

The following was submitted:



**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

RESOLUTION 196-14 AUTHORIZE PUBLIC HEARING FOR THE LINCOLN FIRE DEPARTMENT 2015 CONTACT:

Councilwoman Hawkins-Mance offered the following Resolution 196-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

BE IT RESOLVED, that a public hearing is scheduled for Thursday, October 2, 2014, at 7:50 PM for the purpose to hear comments regarding the Lincoln Fire Department 2015 Contract.

Adopted this 18th day of September, 2014 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 197-14 AUTHORIZE PUBLIC HEARING FOR THE WEST WALWORTH VOLUNTEER FIRE DEPARTMENT 2015 CONTACT:

Councilwoman Hawkins-Mance offered the following Resolution 197-14 and moved its adoption.

Seconded by Councilman Pembroke to wit:

BE IT RESOLVED, that a public hearing is scheduled for Thursday, October 2, 2014, at 7:55 PM, for the purpose to hear comments regarding the West Walworth Fire Volunteer Fire Department 2015 Contract.

Adopted this 18th day of September, 2014 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

LOOKING AHEAD:

- Walworth Highway Department Union Contract negotiations continue. Scheduled meeting was rescheduled; The Town is awaiting a new meeting date.
- Walworth Historical Society has several Upcoming Events in Walworth:

October 5, Sunday, 2-4 pm, Walworth Historical Society Open House at Walworth Museum, 2257 Academy St, Walworth NY 14568. The Golden Eagle String Band will be performing a program, called "The Civil War Comes to

Western New York.” It will feature Civil War music and history. FREE and refreshments will be served. For more information, gbavis@rochester.rr.com

October 19, Sunday, 2pm, **Walworth Historical Society program** at Walworth Museum, 2257 Academy Street, Walworth NY. Walworth Memories #22 (Open Roundtable Discussion – do YOU remember?). The subject of this program is the Walworth School (1930-1980). In 1985 it became apartments, and in 2014 it was demolished. For more information, gbavis@rochester.rr.com

October 20, Monday, 7:30 pm, **Walworth Historical Society program** at Walworth United Methodist Church, 3679 Main St., Walworth NY. Cynthia Howk of the Landmark Society of Western New York will present a program about the National Register of Historic Places (myths and realities). We hope more people will consider applying for this program. Come learn about it. Refreshments will be served. For more information, gbavis@rochester.rr.com

November 17, Monday, 1pm, **Walworth Historical Society program** at Walworth Museum, 2257 Academy Street, Walworth NY. Dennis Bielewicz - “Heroes in the Attic”. This is a true story of the Civil War era based on documents found in an old trunk in an abandoned house in Nunda, NY, in the 1960’s. For more information, gbavis@rochester.rr.com

- Attorney for the Town is working on a Security Camera Policy, draft forthcoming.

EXECUTIVE SESSION:

Motion by Councilman Ruth to enter into executive session to discuss proposed, pending or current litigation; medical, financial, credit, or employment history of a particular person/corp, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension; the proposed acquisition/sale/lease of real property when publicity might affect value. Seconded by Councilwoman Hawkins-Mance.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.
Time: 7:42 PM.

RECONVENE:

Supervisor Marini reconvened the regularly scheduled meeting.
Time: 8:15 PM.

RESOLUTION 198-14 AUTHORIZE TOWN SUPERVISOR TO ENTER INTO SALE / PURCHASE NEGOTIATIONS:

Councilwoman Hawkins-Mance offered the following Resolution 198-14 and moved its adoption.
Seconded by Councilman Ruth to wit:

BE IT RESOLVED, that the Town Supervisor enter into sale / purchase negotiations.

Adopted this 18th day of September, 2014 at a meeting of the Town Board.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 SEPTEMBER 2014**

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

PROPOSED 2015 BUDGET DISCUSSIONS CONTINUED:

Supervisor Marini, Council members and Department heads continued a round table discussion regarding the proposed 2015 Budget. Discussion ensued.

Time: 8:17 PM.

SPECIAL TOWN BOARD MEETING SCHEDULED FOR THE PROPOSED 2015 BUDGET DISCUSSIONS CONTINUED:

Supervisor Marini and Council members indicated that they will meet on Thursday, September 25, 2014 at 7:30 PM, at the Town Hall, for a Special Meeting, to continue discussions on the 2015 Budget.

ADJOURNMENT:

Motion by Councilwoman Hawkins-Mance to adjourn.

Seconded by Councilwoman Markowski and unanimously carried.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

Time: 8:55 PM.

Respectfully Submitted,

Susie C. Jacobs, MMC, RMC
Town Clerk