

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 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 let those present in the Pledge of Allegiance.

**PRESENT:**

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

**OTHERS PRESENT:** Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Brendan Bystrak, Labella Associates, P.C. Engineer for the Town; Donald A. Young, Boylan Code LLP, Attorney for the Town; Lincoln Fire Department Representative; West Walworth Fire Department Representative; Town Newspaper Reporter, and one (1) attendee.

**MINUTES:**

Motion by Councilman Ruth that the Minutes of September 18, 2014 Regular Meeting and September 25, 2014 Special Meeting be approved as submitted by the Town Clerk.

Seconded by Councilwoman Markowski.

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.

**COMMITTEE REPORTS:**

Council members reported on their respective committees without any Town Board action taken.

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**RESOLUTION 200-14 AUTHORIZING THE TOWN SUPERVISOR TO SIGN  
THE CONTRACT WITH WAYNE COUNTY AGING & YOUTH – RECREATION  
PROGRAMS:**

Councilwoman Hawkins-Mance offered the following Resolution 200-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

The following was submitted

COUNTY OF WAYNE

OWNER-CONTRACTOR AGREEMENT

(Term of Contract: 1/1/14 - 12/31/14)

**THIS AGREEMENT**, made as the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF WAYNE**, a municipal corporation with offices for business at 26 Church Street, Lyons, New York 14489 ("County") and **TOWN OF WALWORTH**, having an address at 3600 Lorraine Drive, Walworth, New York 14568 ("Contractor").

**WITNESSETH:**

**WHEREAS**, in accordance with Wayne County Board of Supervisors' Resolution No. 362-14, duly enacted on June 17, 2014, the Contractor is willing to provide services including, but not limited to, Youth Development Programs, such as programs that promote physical and emotional wellness, educational achievement or civic, family and community engagement, family support service, services to prevent juvenile delinquency, child abuse and neglect, services to avert family crisis and services to assist youth in need of crisis intervention or respite services, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT**

The term of this agreement shall commence on January 1, 2014 and terminate on December 31, 2014, unless earlier terminated as provided herein.

**SECTION 2. SCOPE OF SERVICES**

The Contractor shall provide services in accordance with written proposals, totaling one (1) page, which is attached hereto marked as "*Exhibit A*" and incorporated herein by reference. THE HEREIN AGREEMENT SHALL SUPERSEDE AND BE CONTROLLING RELATING TO ANY AMBIGUOUS, INCONSISTENT OR CONTRARY TERM(S) AND/OR CONDITION STATED WITHIN EXHIBIT A.

**SECTION 3. WARRANTIES AND REPRESENTATIONS; STANDARDS OF PERFORMANCE**

A. The Contractor warrants and represents that it is qualified to perform the work and services required of it under this agreement, and that it is familiar and will comply with all relevant and applicable federal, state, and local statutes, rules, and regulations affecting its performance under this agreement.

B. The Contractor warrants and represents that each person performing work under this agreement shall be completely trained, fully-qualified, and competent to perform such work and shall be properly licensed or certified, when required by law, to perform such services

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C. The services to be rendered by the Contractor under this agreement shall be performed in an efficient and expeditious manner and in accordance with generally accepted professional standards and practices.

**SECTION 4. COMPENSATION AND PAYMENT**

The County shall compensate the Contractor for services rendered at a total cost not to exceed Two Thousand Three Hundred Eighty Seven and 00/100 Dollars (\$2,387.00)

A. Payment(s) shall be made after satisfactory completion of such services upon audit and approval by the County of a claim for payment submitted by the Contractor in such form and containing such information and documentation as may be required by the County.

B. Unless otherwise indicated herein, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements incurred by the Contractor in connection with the services rendered under this agreement.

C. The County may withhold payment on account of (1) failure of the Contractor to provide a Certificate of Insurance evidencing satisfactory compliance with the insurance requirements of this agreement; (2) failure of the Contractor to comply with any other provision of this agreement; or (3) failure of the Contractor to render services in a satisfactory manner.

**SECTION 5. ASSIGNMENT OR SUBCONTRACTING**

The Contractor shall not assign or transfer this agreement or any interest arising herein, and shall not enter into any subcontract for the performance of the services provided for herein, without the prior written consent of the County.

**SECTION 6. EXECUTORY CLAUSE**

This agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

**SECTION 7. INDEPENDENT CONTRACTOR STATUS**

In performing the Services and/or supplying goods and incurring expenses under this agreement Contractor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent of the County. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for Contractor's personnel engaged in the performance of the same.

In accordance with its status as an independent contractor, the Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself, its employees, or agents, as or claim that they are officers or employees of the County; and that neither the Contractor nor its officers and employees will make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, including, but

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not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

**SECTION 8. PROCUREMENT OF AGREEMENT**

Contractor represents and warrants that no person, other than an employee of the Contractor or selling agent has been employed or retained by Contractor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Contractor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**SECTION 9. CONFLICT OF INTEREST**

Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder and Contractor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

**SECTION 10. FAIR PRACTICES**

Contractor and each person signing on behalf of the Contractor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Contractor without collusion, consultation, communication, or agreement with any other bidder, proposer or

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with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Contractor have not been knowingly disclosed by Contractor prior to the communication of such quote to the County or the proposal opening, directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Contractor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Contractor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

**SECTION 11. CONFIDENTIALITY**

For purposes of this article:

A. The term “Confidential Information” as used herein means all material and information, whether written or oral, received by Contractor from or through the County or any other person connected with the County, or developed, produced, or obtained by Contractor in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

B. The term “Contractor” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of Contractor.

Contractor shall keep all Confidential Information in a secure location within Contractor’s offices. The County shall have the right, but not the obligation, to enter Contractor’s offices in order to inspect the arrangements of Contractor for keeping Confidential Information secure. No inspection or failure to inspect by the County shall relieve Contractor of the responsibility for the performance of its obligations hereunder.

Contractor shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the County, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

Contractor shall notify the County immediately upon receipt by Contractor of any request by anyone other than the County for, or any inquiry related to, Confidential Information. Contractor is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i)

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such portions have become generally available to the public other than by an act or omission of Contractor, or (ii) disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event anyone other than the County requests all or a portion of Confidential Information, Contractor shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy unless and until the County in writing waives compliance with the provisions of this Article or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article or determines disclosure is legally required, Contractor shall disclose only such portions of Confidential Information that, in the opinion of the County, Contractor is legally required to disclose, and Contractor shall use its best effort as to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

Contractor shall obtain from each subcontractor of Contractor a confidentiality agreement running to the benefit of the County, substantively identical to this Article, prior to the performance of any of the Services in connection with this Agreement by each such subcontractor, and at any time if requested by the County, from the officers, directors, agents or employees of Contractor or any such subcontractor.

**SECTION 12. PUBLICITY**

The prior written approval of the County is required before Contractor, or any of its employees, servants, agents, assignees or subcontractors, may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If Contractor, or any of its employees, servants, agent, assignees or subcontractors, desires to publish a work dealing with any aspect under this agreement, or of the results or accomplishments attained in such performance, they must first obtain the prior written permission of the County which, unless otherwise agreed to by the County in said written permission, will entitle the County to have a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

**SECTION 13. OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

A. All Confidential Information, as defined in Section 11, including all copies thereof is the exclusive property of the County regardless of whether it is delivered to the County. Contractor shall deliver Confidential Information and all copies thereof to the County upon request.

B. To the extent that copies of Confidential Information are authorized by the County to be retained by Contractor, they shall be retained in a secure location in Contractor's office for a period of six (6) years after completion of the Services or termination of this Agreement, whichever later occurs, and thereafter disposed of at the County's direction.

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**SECTION 14. BOOKS AND RECORDS**

Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

**SECTION 15. RETENTION OF RECORDS**

Contractor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

**SECTION 16. AUDIT BY THE COUNTY AND OTHERS**

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the County. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the County upon request. All books vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**SECTION 17. RESPONSIBILITY TO CORRECT DEFICIENCIES**

It shall be Contractor's responsibility to correct, in a timely fashion and at Contractor's sole expense any deficiencies in its Services resulting from Contractor's failure to act in accordance with the standards set forth in Section 2 (Warranties and Representations; Standards of Performance), provided such deficiencies are reported to Contractor within one hundred and twenty (120) days after completion of the Services. If Contractor fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections and the County may charge any related cost of such corrections to Contractor and/or set-off such amount against any sums otherwise due Contractor. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded the County for such deficiencies, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**SECTION 18. FORCE MAJEURE**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, which is beyond the control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided.

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Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Contractor's financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability.

If Contractor is so delayed in the timely performance of the Services, Contractor's sole and exclusive remedy is to request that a Change Order or Addendum to this Agreement be issued by the County permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based on written notice only, delivered to the Department Head promptly, but in no event later than thirty days after the initial occurrence of the event giving rise to such claim and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order or Addendum to this agreement signed by the County. In no event shall the County be liable to Contractor or its subcontractors, agents, or assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

**SECTION 19. WAIVER AND SEVERABILITY**

The failure of either party to enforce at any time, any provision of this Agreement does not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself to such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the County unless such waiver is explicitly given in writing by the County. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver as executed by the County.

The invalidity or invalid application of one provision of this Agreement shall not affect the validity of any other provision, or any other application of any provision of this Agreement

**SECTION 20 GENERAL RELEASE**

The acceptance by Contractor or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Contractor arising out of the performance of this Agreement.

**SECTION 21. SET-OFF RIGHTS**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Contractor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.



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Commercial Automobile Owned, Hired, and Non-Owned Autos Combined single Limit for Bodily Injury and Property Damage:	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Umbrella Liability	\$2,000,000 per occurrence

The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds on a primary and non-contributory basis under the policies issued for the above coverages. Waiver of Subrogation shall apply in favor of The County of Wayne and its officers, elected officials, employees, and agents.

\*A copy of Additional Insured & Waiver of Subrogation ENDORSEMENT FORMS must be submitted with the insurance certificate.

Workers' Compensation, Employers' Liability, and Disability  
Statutory coverage complying with New York Workers' Compensation Law (according to Sections 57 and 220 subd. 8 of the Workers' Compensation Law).

\*Waiver of Subrogation applies to the workers' compensation and employer's liability policies in favor of The County of Wayne and its officers, elected officials, employees, and agents. A copy of the ENDORSEMENT FORM must be attached to the certificate.

All insurance policies required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal or material change on the part of the insurer, 30 days prior written notice shall be provided to the County of Wayne, Office of the County Attorney, County Courthouse, 26 Church Street, Lyons, New York 14489, and the inclusion of such an endorsement shall be confirmed on the Certificate of Insurance required herein.

B. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims made coverage is evidenced to satisfy any of the specified requirements, the Contractor shall comply with the following requirements:

(i) If the claims made coverage terms designate a specific retroactive date, the Contractor shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this Agreement, or (b) the original coverage retroactive date for the Contractor's first claims made policy for each and every coverage provided on a claim made basis;

(ii) For the duration of this Agreement or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, the Contractor shall purchase, at its own expense, an Extended Reporting Endorsement. This endorsement must provide an Extended Reporting Period ("Tail" coverage) in compliance with the minimum standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions;

(iii) Upon termination of the services provided to the County by the Contractor, the Contractor shall maintain such claims made coverage without interruption for a period of time equal to the

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length of any Extended Reporting Period requirement as specified above. If the retroactive date is advanced or if the policy is materially changed, cancelled, or not renewed during this period of time, the Contractor shall purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

C. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.

**SECTION 26. TERMINATION**

A. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to comply with the terms and conditions of this agreement.

B. The County may terminate this agreement at any time upon seven (7) days written notice if the County determines, in its sole discretion, that such termination is in the best interest of the County.

C. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for the reasonable value of services performed prior to termination.

**SECTION 27. NOTICES**

Notices or other communications required under or incident to the performance of work and services under this agreement shall be deemed to have been properly given if delivered or sent by mail, postage prepaid, return receipt requested, to the County addressed as follows:

Wayne County Aging & Youth  
1519 Nye Road  
Lyons, New York 14489  
Attn: Penny Shockley, Director

and to the Contractor addressed as follows:

Town of Walworth  
3600 Lorraine Drive  
Walworth, New York 14568  
Attn: Patricia Marini, Supervisor

**SECTION 28. EXECUTION IN COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 29. PARAGRAPH HEADINGS**

The paragraph headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

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**SECTION 30. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION 31. GOVERNING LAW**

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

**SECTION 32. DEBARMENT**

The Contractor hereby certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

**SECTION 33. CERTIFICATION REGARDING LOBBYING**

The Contractor shall execute a certification regarding lobbying, a copy of which is attached hereto and incorporated within and marked "*Exhibit B*"

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.



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Exhibit A

**WAYNE COUNTY  
DEPARTMENT OF AGING AND YOUTH**

1519 Nye Road, Suite 300, Lyons, NY 14489  
(315) 946-5624 Fax (315) 946-5649

Penny Shockley, Director  
PShockley@co.wayne.ny.us

Martin Williams, Deputy Aging Director  
MWilliams@co.wayne.ny.us

Kathy McGonigal, Deputy Youth Director  
KLMcGonigal@co.wayne.ny.us

**Scope of Service**

Recreation Centers/Agencies  
YDDP Funding

**Preamble:**

Recreation Centers and agencies provide youth development opportunities for youth countywide that include but not limited to recreation activities, employment services, educational assistance, family support, and mentoring. The New York State Office of Children and Families Services' (OCFS) Youth Development Delinquency Prevention (YDDP) funding is a flexible funding source allocated by the Dept. of Aging and Youth to meet identified needs.

**Scope and Duration:**

Programs receiving funds will provide services to youth under the age of 21 as outlined in the 2014 Office of Children and Family Service application. Application information is entered into the Quality Youth Development System (QYDS) for the 2014 Resource Allocation Plan. Programs need to refer to the specific 2014 OCFS application for expected provided services.

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Exhibit B

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all\* sub-awards at all tiers (including sub-contacts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all\* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Grantee/Contractor Organization

\_\_\_\_\_  
Program/Title

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Signature

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

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**RESOLVED**, that the Town Supervisor is authorized to sign the Wayne County Aging & Youth – Recreation Programs.

Adopted this 2<sup>nd</sup> day of October 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.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**RESOLUTION 201-14 AUTHORIZING THE TOWN SUPERVISOR TO SIGN  
THE 2014/2015 SERVICE AWARD PROGRAM SERVICE FEE AGREEMENT  
WITH PENFLEX, INC.:**

Councilman Ruth offered the following Resolution 201-14 and moved its adoption.

Seconded by Councilwoman Hawkins-Mance to wit:

The following was submitted

**PENFLEX, INC.**  
SERVICE AWARD PROGRAM SPECIALISTS

[www.penflexinc.com](http://www.penflexinc.com)

Penflex, Inc.  
50 Century Hill Dr., Suite 3  
Latham, NY 12110

Phone: 800.742.1409  
Fax: 518.783.6915  
Email: [info@penflexinc.com](mailto:info@penflexinc.com)

September 17, 2014

Ms. Patricia Marini  
Town of Walworth  
3600 Lorraine Drive  
Walworth, NY 14568

**Re: 2014/2015 Service Award Program Service Fee Agreement**

Dear Ms. Marini:

Enclosed is our Service Fee Agreement, which sets forth the fees we will charge to provide actuarial and administration services described on the back of the agreement. An Annual Statement detailing fees billed and paid to Penflex over the last year and a Penflex directory are also enclosed.

On January 1<sup>st</sup> we will celebrate our 25<sup>th</sup> anniversary. We are grateful to have been in business for this long and for the trust you have placed in us over these years.

As mentioned last year, we've hired a new staff member in October, 2013. We are also in the middle of upgrading our systems to ensure the security and reliability of our network, and to improve how we deliver our services. We hope to begin testing our new report-generating software this upcoming year. Unfortunately, we have had increases in the cost of doing business that were outside of our control; however, we've taken several steps to minimize the impact those changes have on our fees.

It is important that we have current information for the officials of your municipality, which is the Sponsor of your Program, as well as other individuals who may be involved in the administration. Periodically, we will send newsletters or wish to communicate information which may be applicable to your Program. In an effort to better communicate with you, we are asking that you complete the enclosed form listing your municipality's current officials, attorney and auditor (if applicable), and return the completed form to us.

If you have any questions or concerns at all about our fees or the services we provide for those fees, please don't hesitate to call Ed Holohan or Tony Hill to discuss. Otherwise, we ask that you please return a signed copy of the Service Fee Agreement (be sure to indicate YES or NO regarding the LOSAP Audit Package, and if YES, complete the Auditor's contact information).

If an invoice is attached, please also include a check for the amount invoiced with the signed Service Fee Agreement. Otherwise, we will bill you for administrative fees at the agreed upon time. If applicable, enclosed under separate cover is a directive letter to have the fee paid from the Trust Fund.

All of us at Penflex sincerely look forward to working with you for another year. Thank you for your continued business.

Serving your Volunteers,

**Ed, Tony H, Tony F, Lisa, Jen, Donna, Craig, Paul, Karen and Lynne**  
Your Penflex Team of Professionals

Continued on the next page

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement  
TOWN OF WALWORTH  
LINCOLN FIRE PROTECTION DISTRICT  
SERVICE AWARD PROGRAM**

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**Standard Services Fee Schedule**

Base Fee: \$2,450, \$100 Change from 2013  
Per-Participant Fee: \$17, \$0 Change from 2013  
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$3,200**

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**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$N/A - THIS FEE HAS BEEN WAIVED.  
Auditing Firm: Raymond F. Wager, CPA P.C.  
Contact Name: Thomas Zuber, CPA  
Email Address: tzuber@raymondfwagercpa.com  
Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.
- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

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To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Walworth

*Edward J. Holohan*  
Edward J. Holohan, ASA  
President, Penflex, Inc.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement  
TOWN OF WALWORTH  
WEST WALWORTH FIRE PROTECTION DISTRICT  
SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$2,450, \$100 Change from 2013  
Per-Participant Fee: \$17, \$0 Change from 2013  
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$3,300**

---

**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$N/A - THIS FEE HAS BEEN WAIVED.  
Auditing Firm: Raymond F. Wager, CPA. P.C.  
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Email Address: tzuber@raymondfwagercpa.com  
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All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

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\_\_\_\_\_  
Supervisor  
Town of Walworth

*Edward J. Holohan*  
Edward J. Holohan, ASA  
President, Penflex, Inc.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement  
TOWN OF WALWORTH  
LINCOLN FIRE PROTECTION DISTRICT  
SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$2,450, \$100 Change from 2013  
Per-Participant Fee: \$17, \$0 Change from 2013  
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$3,200**

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**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$N/A - THIS FEE HAS BEEN WAIVED.  
Auditing Firm: Raymond F. Wager, CPA P.C.  
Contact Name: Thomas Zuber, CPA  
Email Address: tzuber@raymondfwagercpa.com  
Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.
- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

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---

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Walworth

*Edward J. Holohan*  
Edward J. Holohan, ASA  
President, Penflex, Inc.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement  
TOWN OF WALWORTH  
WEST WALWORTH FIRE PROTECTION DISTRICT  
SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$2,450, \$100 Change from 2013  
Per-Participant Fee: \$17, \$0 Change from 2013  
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$3,300**

---

**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$N/A - THIS FEE HAS BEEN WAIVED.  
Auditing Firm: Raymond F. Wager, CPA. P.C.  
Contact Name: Thomas Zuber, CPA  
Email Address: tzuber@raymondfwagercpa.com  
Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.
- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

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To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Walworth

*Edward J. Holohan*  
Edward J. Holohan, ASA  
President, Penflex, Inc.



**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**PENFLEX, INC.**

**SERVICE AWARD PROGRAM STANDARD SERVICES**

1. For each Service Award Program participant (including the persons who are being paid monthly Service Awards), prepare an annual Service Award Program individual participant statement.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
  - a. shows and completely documents the calculation of the annual Program cost.
  - b. accounts for changes in the Program's assets.
  - c. by individual volunteer, lists their earned Service Awards, death and disability benefits, (defined benefit plans) or accounts for changes in their Program accounts (defined contribution plans).
  - d. summarizes the major provisions of the Program.
  - e. lists current year program participants and non-participants (i.e. every volunteer who could have earned points during the calendar year is accounted for).
  - f. lists current payment recipients.
  - g. lists each participant's primary beneficiary.
  - h. includes a service credit listing for current participants.
  - i. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
  - j. For members of the Sponsor's Governing Board or Officials, prepare:
    - i. "Fact Sheet" which includes current year important information about their Service Award Program.
    - ii. "Special Commentary" correspondence which alerts officials about emerging issues or problems and/or which explains changes in the Program (such as an increase in Program funding costs).
3. Meet (one meeting) upon request, first with officials and then with volunteers to review the Service Award Program Annual Report, to answer questions from volunteers about their annual Service Award Program statements and to update officials and the volunteers on Service Award Program related legislation and on their own Program.
4. Provide forms and instructions to enroll new volunteers, change beneficiaries, file for benefit payments, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and fire company officials and posted by the fire company and to be sent to Penflex, Inc.
6. Project the Service Award Program cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Service Award Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award Payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from client's auditors about the Service Award Program and the annual report.
12. When required, prepare vouchers for payments to the Service Award Program Trust Fund.

Penflex, Inc.

**RESOLVED**, that the Town Supervisor is authorized to sign the 2014/2015 Service Award Program Service Agreement with Penflex, Inc.

Adopted this 2<sup>nd</sup> day of October 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  
2 OCTOBER 2014**

**RESOLUTION 204-14 AUTHORIZING REQUEST FOR PROPOSALS TO ENTER INTO AN ENERGY PERFORMANCE CONTRACT RELATING TO THE PRODUCTIONS OF SOLAR ENERGY ON BEHALF OF THE TOWN OF WALWORTH, NY:**

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

Seconded by Councilman Ruth to wit:

The following was submitted:

Request for Proposals to Enter into an Energy Performance Contract Relating to the Production of Solar Energy on behalf of the Town of Walworth, NY

Introduction and Background

The Town of Walworth, New York, is seeking proposals from interested entities (“Energy Providers”) that would enter into an Energy Performance Contract with the Town (the “EPC” or the “Contract”), pursuant to New York State Energy Law at Article 9, to finance, develop, construct, implement, own and maintain an energy system on the Town’s land that would produce solar energy to be used to offset and reduce the electricity costs of the Town of Walworth (the “Solar Energy Project”).

Project Details

The Town of Walworth is seeking an Energy Provider to finance, develop, own and maintain solar energy equipment capable of producing energy sufficient to satisfy the Town’s annual energy requirements, which totals approximately 1,800,000 kWh on an annual basis (the “Solar Energy Equipment”).

The Town anticipates that the design of the Solar Energy Project will be such that the energy produced by the Solar Energy Equipment will be conveyed back into the electricity grid, and through net metering, the Town will receive electricity credits on its invoice with the local utility company. The Town will pay the Energy Provider on a per kWh basis for the energy produced and conveyed to the grid, in an amount that in no event shall be greater than the credit received by the local utility company through net metering. Though this is the anticipated arrangement, the Town will consider alternative suggestions.

Importantly, the Town seeks an overall reduction in its electricity costs a result of the Solar Energy Project.

The Energy Provider would be required to design, engineer, develop, purchase, obtain, construct, install, obtain permitting for, implement, operate, own and maintain the Solar Energy Equipment. This includes engaging in any communications or negotiations with the local energy utility company to arrange for net metering, connections, installing of meters, etc., where required.

Such Solar Energy Equipment will be installed and maintained on approximately six acres of Town-owned lands (depicted on the attached map), which lands would be leased by the Town to the Energy Provider in connection with and for the term of the Energy Performance Contract.

Maintenance of the Solar Energy Equipment shall require periodic testing and analysis thereof to ensure safety and efficiency, maintenance of the lawn and shrubbery in the area as required to prevent interference with the Solar Energy Equipment as required, and repair, servicing and regular

**Continued on the next page**

## WALWORTH TOWN BOARD – REGULAR MEETING 2 OCTOBER 2014

preventative maintenance of the Solar Energy Equipment as required, for example, all of which will be handled by the Energy Provider.

### Costs and Financing

Proposals should detail any and all costs to the Town, including the cost per kWh of electricity produced on behalf of the Town (including any annual escalators, if any).

The cost of the Solar Energy Equipment (including the design, purchase, installation, etc. thereof) shall be paid for by the Energy Provider. The Energy Provider shall detail how the Solar Energy Project will be financed, specifying, for example, whether the Energy Provider will pay for the capital cost of the Solar Energy Project directly, or whether financing will be secured through a third party (and if so, identifying said third party).

The Energy Provider shall specify the approximate cost of the Solar Energy Project and Solar Energy Equipment. It shall further specify any sources of grants, tax credits or government funding, and the amount thereof.

As part of this RFP process, information that would support the financial stability of the Energy Provider shall be provided, for example, recent annual reports, financial statements, or other financial information that would demonstrate the financial condition of the Energy Provider.

### Energy Performance Contract Requirements under New York State Energy Law @ Article 9

Pursuant to NY Energy Law, the Energy Performance Contract shall guarantee electricity savings to the Town of Walworth, such that, for example, payment to the selected Energy Provider under the Contract will be either a) of a portion of savings realized by the Town as a result of the Solar Energy Project, or b) a portion of the revenues produced by the Solar Energy Project.

### Relevant Experience and Expertise, Key Staff

The Energy Provider shall detail all past relevant experience, and expertise, as well as the key members of the Energy Provider which will provide services to the Town.

The Energy Provider shall provide basic information about itself, including identify its headquarters, as well as officer locations within 100 miles of Walworth, NY; the year the firm was established; the number of employees, including the number of licensed professionals employed;

Key members of the Energy Provider shall be identified by name, address, position, and contact information, and shall include those members/staff/principals that will be materially and substantially engaged in the Project, including the primary point of contact with the Town, that person in charge

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

design of the Solar Energy Equipment, that person in charge of construction or implementation Solar Energy Equipment, the project manager, the finance manager, that person heading up project testing and maintenance, etc. Resumes shall be provided for key personnel.

Any subcontractors which will be responsible for any material or substantial tasks shall be identified.

Expertise and relevant experience is critical to the success of the Project. Therefore, the Energy Provider shall demonstrate its relevant experience and expertise to the Town, as follows:

1. By describing relevant experience with similar solar projects, including customers, locations, size, project cost, date of implementation etc.
2. By detailing any experience with similar customers (governmental), including Villages, Towns, Cities, Counties or States.
3. By detailing any other experience with Energy Performance Contracting.
4. By describing any other experience the Energy Provider believes is relevant and beneficial to the proposed Solar Energy Project.
5. By providing customer references.

Proposal Requirements

Proposals shall be in letter format, with enclosures and attachments as needed, and shall include the following:

1. Proposals shall identify and describe, to the extent practicable, the proposed Solar Energy Equipment details, including the type, model and make thereof, the number of panels, the warranty thereon, the overall design of the Solar Energy Project, etc. Such description shall include any technical specifications, warranties, etc., available (whether from the manufacturer, or otherwise). Specific and definite designs/specifications are not required at this time.
2. Details regarding ongoing project monitoring, maintenance and testing that will be conducted by the Energy Provider with respect to the Solar Energy Project, including persons or entities responsible for the same.
3. Details identified in the "Costs and Financing" section above.
4. Relevant experience and key staff members as set forth in the "Relevant Experience and Expertise, Key Staff" section above.
5. A form Energy Performance Contract, with details regarding costs savings as identified in the "Energy Performance Contract Requirements under New York State Energy Law @ Article

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

9,” as well as any other details evidencing compliance with NY State Energy Law and any other applicable laws.

6. Proposed provisions in the Energy Performance Contract regarding the end of term of the EPC, including renewal of the PPA, removal of the system, fair market value purchase of the Solar Energy Equipment, etc.
7. Any other important elements of the Solar Energy Project, including the term of the contract, hold harmless/indemnification, insurance information (comprehensive liability, workers compensation, etc.), successor plan, etc.
8. A schedule/timeline for implementation of the Solar Energy Project.
9. Any other ancillary agreements, including a Lease, shall also be submitted.
10. A statement from the Energy Provider that the response to this RFP is an offer good for a minimum of 120 days, and that the person providing the offer has the authority to do so.

RFP Timeline and Selection Process

All proposals shall be submitted to Susie Jacobs at the Town Clerk’s Office at 3600 Lorraine Drive, Walworth, NY, no later than 4:30 PM on Friday, October 24<sup>th</sup>. Late submissions will not be accepted.

The Town intends to award a contract based upon the criteria specified below, and reserves the right to accept any, or deny any or all proposals received as a result of this request, to negotiate with all qualified Energy Providers, or to cancel this RFP in part or altogether. The Town reserves the right to eliminate from further consideration any proposal deemed to be materially or substantively non-responsive to this RFP.

Contractors should be aware that any response to the RFP may be subject to disclosure via the Freedom of Information Law.

Any technical questions shall be directed to the Town Engineer, Brendan Bystrak at Labella Associates, by email at [bbystrak@labellapc.com](mailto:bbystrak@labellapc.com) or by phone at 585-295-6278.

Any legal or procedural questions shall be directed to the Attorney for the Town, Donald A. Young, Esq., at Boylan Code, LLP, by email at [dyoung@boylancode.com](mailto:dyoung@boylancode.com) or by phone at 585-238-3512.

Proposals will be evaluated based upon the following criteria:

1. Relevant Experience and Key Staff, including interviews and ability to communicate effectively for those Energy Providers selected for interviews;

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

2. Technical Approach, including soundness and detail of the design, installation and operation of the Solar Energy Equipment, details of the equipment, fitting the proposal to the Town’s needs and land, etc.;
3. Energy Cost Savings to the Town, including the cost per kWh to the Town;
4. Financing, including the financial stability of the Energy Provider and any third party financiers;
5. Contract Terms, including compliance with NY and Federal Law, end of contract provisions, hold harmless, insurance, etc.;
6. Implementation of Project, including timeline, maintenance plans, decommissioning plans, successor plans, etc.
7. Approval of contract terms by legal counsel to the Town; and
8. Approval of technical aspects of project by Town Engineer.

Thank you for your interest.

Truly yours,



Patricia Marini

Supervisor of the Town of Walworth, NY

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

Resolution carried.

**COMMUNICATIONS:**

The following was read into record:



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
REGION FOUR  
1530 JEFFERSON ROAD  
ROCHESTER, NEW YORK 14623-3161  
www.dot.ny.gov

KEVIN C. BUSH, P.E.  
REGIONAL DIRECTOR

JOAN McDONALD  
COMMISSIONER

September 30, 2014

File: 54.23-T.H.  
Study: 04140115

Ms. Susie C. Jacobs, Clerk  
Town of Walworth  
3600 Loraine Drive  
Walworth, NY 14568

Dear Ms. Jacobs,

We have completed our investigation on Walworth-Ontario Road between a point 0.4 mile north of the existing 30 mph speed limit and a point 0.4 south of the existing 50 mph speed limit relative to the establishment of a lower speed limit.

A representative from this office made a visit to the site to observe the roadway characteristics and make an analysis of the speed of the vehicles by use of radar. We met with the Traffic Supervisor from the New York State Police at this location to seek his input about lowering the speed limit.

In consideration of the roadway characteristics, radar data and the review by the State Police, we determined that a reduction of the speed limit is not warranted at this time.

Our investigation indicated the absence of a Reduced Speed Limit Ahead warning sign (W3-5) on the southbound approach to the existing 40 mph speed limit. Compliance of the speed limit may be improved by the installation of a sign in this case.

Sincerely,

  
David C. Goehring, P.E.  
Regional Traffic Engineer

DCG/EJD/bap

c: T/Sgt. V. Corona, State Police Troop "E"  
K. Rooney, Wayne County Highway Superintendent

Motion by Councilwoman Hawkins-Mance to accept and file.  
Seconded by Councilman Ruth to wit.

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

Resolution carried.

**FARMLAND CONSERVATION GRANT – DEMINCK:**

Supervisor Marini updated Council members on the Farmland Conservation Grant for DeMinck, indicating it is moving forward and should be funded by the end of 2014; in partnership with Genesee Valley Land Trust. Discussion ensued.

**RECESS:**

Supervisor Marini indicated that a short recess will take place while we wait for the start of the Public Hearing scheduled for 7:50 PM.  
Time: 7:45 PM.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**RECONVENE:**

Supervisor Marini reconvened the regularly scheduled meeting.  
Time: 7:50 PM.

**PUBLIC HEARING 7:50 PM – LINCOLN VOLUNTEER FIRE DEPARTMENT:**

Susie C. Jacobs, Town Clerk, certify the notice of Public Hearing for the contracting with the Lincoln Volunteer Fire Department was duly published two (2) times in the Town's official newspaper on September 21, 2014 and September 28, 2014, Notices also posted on the Town website. Copies are available to the public.

Motion by Councilman Ruth to waive the reading of the Public Notice.  
Seconded by Councilwoman Markowski.

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

Motion carried.

Supervisor Marini provided the instructions for a Public Hearing and declared the Public Hearing opened indicating if anyone present would like to speak in **FAVOR** or **AGAINST** the Lincoln Volunteer Fire Department Contract.  
Time: 7:50 PM.

After three (3) inquires, no one wished to comment.

Motion by Councilwoman Markowski to close the Public Hearing.  
Seconded by Councilman Pembroke.  
Time: 7:52 PM.

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

Motion carried.

**RESOLUTION 202-14 AUTHORIZING THE SUPERVISOR TO SIGN A  
CONTRACT WITH THE LINCOLN VOLUNTEER FIRE DEPARTMENT:**

Councilman Ruth offered the following Resolution and moved its adoption.  
Seconded by Councilwoman Markowski to wit:

**BE IT RESOLVED**, that the Town Board held a Public Hearing on October 2, 2014, and

**BE IT RESOLVED**, that Patricia Marini, Town Supervisor of the Town Of Walworth, is hereby authorized and directed to sign the contract with the Lincoln Volunteer Fire Department for fire protection in the Lincoln Volunteer Fire Protection District, for the contract amount of \$182,072.00 for the year 2015.



**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

**PUBLIC HEARING 7:55 PM – WEST WALWORTH VOLUNTEER FIRE DEPARTMENT:**

Susie C. Jacobs, Town Clerk, certify the notice of Public Hearing for the contracting with the West Walworth Volunteer Fire Department was duly published two (2) times in the Town's official newspaper on September 21, 2014 and September 28, 2014, Notices also posted on the Town website. Copies are available to the public.

Motion by Councilman Ruth to waive the reading of the Public Notice.  
Seconded by Councilwoman Markowski.

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

Motion carried.

Deputy Supervisor Hawkins-Mance provided the instructions for a Public Hearing and declared the Public Hearing opened indicating if anyone present would like to speak in **FAVOR** or **AGAINST** the West Walworth Fire Department Contract.  
Time: 7:55 PM.

After three (3) inquires, no one wished to comment.

Motion by Councilman Pembroke to close the Public Hearing.  
Seconded by Councilman Ruth.  
Time: 7:57 PM.

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

Motion carried.

**RESOLUTION 203-14 AUTHORIZING THE DEPUTYSUPERVISOR TO SIGN A CONTRACT WITH THE WEST WALWORTH FIRE DEPARTMENT:**

Councilman Ruth offered the following Resolution and moved its adoption.  
Seconded by Councilwoman Markowski to wit:

**BE IT RESOLVED**, that the Town Board held a Public Hearing on October 2, 2014, and

**BE IT RESOLVED**, that Suzi Hawkins-Mance, Deputy Town Supervisor of the Town Of Walworth, is hereby authorized and directed to sign the contract with the West Walworth Fire Department for fire protection in the West Walworth Fire Protection District, for the contract amount of \$186,789.00 for the year 2015.

Now, therefore, **BE IT FURTHER RESOLVED**, that the Town Board of the Town of Walworth adopts Resolution 203-14.

**WALWORTH TOWN BOARD – REGULAR MEETING  
2 OCTOBER 2014**

Adopted this 2<sup>nd</sup> day of October, 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	Abstain

Resolution carried.

**SUPERVISOR MARINI CONTINUED PRESIDING OVER THE REGULAR MEETING:**

**ADJOURNMENT:**

Motion by Councilman Pembroke to adjourn.

Seconded by Councilwoman Markowski.

Time: 7:58 PM.

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

Motion carried.

Respectfully Submitted,

Susie C. Jacobs, MMC, RMC  
Town Clerk