I. Call to Order - Pledge of Allegiance - Roll Call
II. Communications and Announcements
III. Public Participation
IV. Additions and Deletions to Agenda
V. Approval of Minutes - January 2, 2020
VI. Petitions
VII. Resolutions by Function

Law and Finance
20T-056 Setting a Public Hearing for Adoption of Local Law No. 1 of 2020 to be Known as "A Local Law to Effect a Moratorium and Prohibition within the Town of Penfield of Public Golf Course Redevelopment"
20T-057 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence within a Storm Sewer Easement at 18 Westfield Commons
20T-058 Authorization for Supervisor to Sign a Service Agreement with Pickering Sign Service LLC to Provide and Post Signs on Properties Subject to Review by Various Boards in the Town of Penfield
20T-059 Authorization to Enter into the NYCLASS Municipal Cooperation Agreement
20T-060 Budget Amendment for 2019 in the Library Fund
20T-061 Authorization for Supervisor to Sign an Agreement with Troy and Banks, Utility and Telecommunications Consultants
20T-062 Setting a Public Hearing to Consider Adoption of Local Law No. 2 of 2020 to be Known as "A Local Law to Authorize Establishment of a Community Choice Aggregation (Energy) Program in the Town of Penfield"

Public Works
20T-063 Advertising for Bids for Catch Basin Replacements
20T-064 Advertising for Bids for the Phase III Replacement of a Portion of the Roof at the Community Center
20T-065 Purchase of two 2021 International HV607 6-Wheel Dump Trucks with Plows and Wings
20T-066 Purchase of a 2021 International HX620 10-Wheel Dump Truck with Plow and Wing
20T-067 Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck
20T-068 Purchase of a 2020 Chevrolet Silverado 2500HD 4WD Double Cab Work Truck
20T-069 Purchase of a Bobcat E50 Excavator
20T-070 Purchase of a 2020 Chevrolet Silverado 3500HD 4WD Crew Cab Work Truck
20T-071 Purchase of a 2020 Ford F-150 XL Super Cab 4x4 Pickup Truck
20T-072 Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck
20T-073 Purchase of a 2020 Chevrolet Express Cargo Van
20T-074 Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck
20T-075 Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck

Public Safety
20T-076 Advertise for Bids to Provide Maintenance for Various Properties as Required under Article XV-15.10 and Article VII-7.11 of Chapter 250 of the Town Code

Community Services
20T-077 Awarding Contract for Printing Program Brochures

VIII. Old Business
IX. New Business
X. Public Participation
XI. Executive Session
XII. Next Meeting: February 5, 2020
XIII. Adjournment

*This meeting will be video recorded and broadcast LIVE via the town’s website [www.penfield.org](http://www.penfield.org) and the Town’s Government Access Cable Channel 1303.*

*Questions regarding video coverage contact Penfield TV at (585) 340-8661.*
PENFIELD TOWN BOARD RESOLUTION NO. 20T-056  
DATE February 5, 2020

BY Councilman Moore  
Law & Finance COMMITTEE

NAME Setting a Public Hearing for Adoption of Local Law No. 1 of 2020 to be Known as “A Local Law to Effect a Moratorium and Prohibition Within the Town of Penfield of Public Golf Course Redevelopment”

WHEREAS, the Town Board of the Town of Penfield wishes to consider adopting proposed Local Law No. 1 of 2020 which would amend and extend the moratorium and prohibition of public golf course redevelopment on real property located within the Town of Penfield; and

WHEREAS, the Penfield Town Board is best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and thus does hereby designate itself as “lead agency” pursuant to SEQRA; and

WHEREAS, the subject application is determined to be a Type II action pursuant to the State Environmental Quality Review Act (SEQRA);

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the said Town of Penfield shall hold a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on February 26, 2020, at 7:00 PM on said date, to consider the said proposal and to hear all persons interested on the question of the adoption of Local Law No. 1 of 2020 which would amend and extend the moratorium and prohibition of public golf course redevelopment on real property located within the Town of Penfield. This Local Law shall not apply to .62 +/- acres of vacant land situated between 1875 and 1885 Baird Road adjacent to real property commonly known as Shadow Lake Golf Course property. A copy of said law is attached hereto and made a part hereof as Schedule “A”; and be it further

RESOLVED, that the Town Clerk be and she hereby is directed to publish and post a Notice of the Public Hearing on the official signboard of the Town in the manner prescribed by Law, the first publication thereof to be not less than five (5) days and not more than thirty (30) days before the date set for the said public hearing, as aforesaid.

SCHEDULE “A”

TOWN OF PENFIELD
LOCAL LAW NO. 1 OF 2020

A LOCAL LAW
AMENDING AND EXTENDING
THE MORATORIUM ON AND PROHIBITION OF
PUBLIC GOLF COURSE REDEVELOPMENT
WITHIN THE TOWN OF PENFIELD
Be it enacted by the Town Board of the Town of Penfield as follows:

Section 1. The Local Law to effect a Moratorium on and Prohibition of Public Golf Course Redevelopment in the Town of Penfield, originally enacted as Local Law No. 1 of 2016, subsequently extended by Local Law No. 1 of 2017, Local Law No. 1 of 2018 and Local Law No. 1 of 2019 is hereby extended until December 31, 2020, or until a duly enacted repeal of said Local Law, as so extended, whichever shall first occur.

Section 2. This Local Law shall not apply to .62+/- acres of vacant land situated between 1875 and 1885 Baird Road adjacent to real property commonly known as Shadow Lake Golf Course property.

Section 3. If any word, phrase, sentence, part, section, subsection, or other portion of this Local law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgment or declaration shall be confined in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgment or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary as to such person or circumstances, such invalid or unenforceable provision shall be and be deemed severed herefrom, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to particular provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

Section 4. This Local Law shall take effect immediately.

Moved:  
Seconded:  

Vote:  
Drawe  
Kohl  
LaFountain  
Moore  
Ockenden
PENFIELD TOWN BOARD RESOLUTION NO.20T-057          DATE February 5, 2020

BY Councilman Moore                          Law & Finance COMMITTEE

NAME Authorization for Supervisor to Sign a License and Hold Harmless Agreement
to Allow a Fence Within a Storm Sewer Easement at 18 Westfield Commons - SBL# 108.16-1-2.328

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with Andrew J. and Amy Hanna Mickles, owners of property of 18 Westfield Commons, to permit a fence to encroach into a Storm Sewer easement to the Town of Penfield located at 18 Westfield Commons in a form and substance acceptable to the Town Attorney.

Moved: 
Seconded: 

Vote:        Drawe  
            Kohl  
            LaFountain  
            Moore  
            Ockenden  
NAME Authorization for Supervisor to Sign a Service Agreement with Pickering Sign Service LLC to Provide and Post Signs on Properties Subject to Review by Various Boards in the Town of Penfield

WHEREAS, proposals were sought and requested to furnish the Director of Developmental Services with quotes to provide and post signs of properties subject to review by various boards within the Town of Penfield; and

WHEREAS, quotes were requested to be submitted by January 17, 2020 at 11:00 a.m. and Pickering Sign Service LLC was the only quote received; and

WHEREAS, the proposal provided by Pickering Sign LLC meets the requirements set forth in the specifications for sign posting and removal; and

WHEREAS, the term of the contract shall run from February 5, 2020, through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a service agreement with Pickering Sign Service LLC, 6770 Tuckahoe Road, Williamson, New York 14589, for sign posting and removal services. This resolution and the proposal submitted by Pickering Sign Service LLC shall constitute the contract. This agreement shall be reviewed and approved by the Town Attorney.

Moved: _______
Seconded: _______

Vote: Drawe _______
      Kohl _______
      LaFountain _______
      Moore _______
      Ockenden _______
Attention: Town Building Department

If you need a sign installed at a property that is the subject of an application for action by the town, we can install your own custom sign. Pickering Sign Service, LLC is fully insured. All signs are installed on white PVC real estate posts. You can charge back the below cost to the applicant.

Installations – $19.95

Removals – No Charge

Service – No Charge

Rent charge after 90 days - $2.00/month

Please don't hesitate to contact me if you have any questions. I look forward to working with you.

Eric Pickering
Pickering Sign Service, LLC.
Cell: 315-945-6771
Fax: 888-980-1037
Email: pickeringsignservice@gmail.com
WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis; and

WHEREAS, the Town of Penfield wishes to invest portions of its available investments funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019; and

WHEREAS, the Town of Penfield wishes to assure the safety and liquidity of its funds; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

That Comptroller, Barbara Chirdo, is hereby authorized to execute and deliver the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019 in the name of and on behalf of the Town of Penfield.

Moved: _____________________
Seconded: _____________________

Vote:  
Drawe __________
Kohl __________
LaFountain __________
Moore __________
Ockenden __________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-060       DATE: February 5, 2020

BY: Councilman Moore                     COMMITTEE: Law and Finance

NAME:    **Budget Amendment for 2019 in the Library Fund**

Whereas, at their monthly meetings, the Library Board recognized interest income during the fourth quarter of 2019 in the amount of $600.00 to be used for Library activities and

Whereas, the Town Board desires to have an up to date budget in relation to current appropriations and revenues,

**Now, Be It Resolved** that the following 2019 budget amendment be approved:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Amount</th>
<th>Appropriations</th>
<th>Amount</th>
</tr>
</thead>
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<td>L00-7410-0004-4043</td>
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<tr>
<td>Gift &amp; Memorial Interest Income</td>
<td></td>
<td>Gift &amp; Memorial Expenses</td>
<td></td>
</tr>
</tbody>
</table>

Moved:

Seconded:

Vote:  

  Drawe    
  Kohl    
  LaFountain    
  Moore    
  Ockenden
BE IT RESOLVED, that the Supervisor is hereby authorized to sign an Agreement with Troy and Banks, 2216 Kensington Avenue, Buffalo, NY 14226, to conduct utility audits of the Town gas, electric and water/sewer utility service accounts. This agreement to be reviewed and approved by the Town Attorney.

Moved: _______________

Seconded: _______________

Vote:  Drawe ____________

Kohl ____________

LaFountain ____________

Moore ____________

Ockenden ____________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-062                     DATE February 5, 2020

BY Councilman Moore                     Law & Finance COMMITTEE

NAME Setting a Public Hearing to Consider Adoption of Local Law No. 2 of 2020 to be Known as “A Local Law to Authorize Establishment of a Community Choice Aggregation (Energy) Program in the Town of Penfield”

WHEREAS, the Town Board of the Town of Penfield wishes to consider adopting proposed Local Law No. 2 of 2020 to be Known as “A Local Law to Authorize Establishment of a Community Choice Aggregation (Energy) Program in the Town of Penfield”; and

WHEREAS, the purpose or said Local Law is to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Consumers in those markets. Among the policies and models that may offer benefits in New York is Community Choice Aggregation (“CCA”), which allows local governments to determine the default supplier of electricity and natural gas on behalf of Eligible Consumers; and

WHEREAS, the Town will seek a combination of lowest costs and highest percent of renewable energy resources; and

WHEREAS, the Penfield Town Board is best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and thus does hereby designate itself as “lead agency” pursuant to SEQRA; and

WHEREAS, the subject application is determined to be an Unlisted action pursuant to the State Environmental Quality Review Act (SEQRA);

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the said Town of Penfield shall hold a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on March 4, 2020, at 7:00 PM on said date, to consider the said proposal and to hear all persons interested on the question of the adoption of Local Law No. 2 of 2020 to be Known as “A Local Law to Authorize Establishment of a Community Choice Aggregation (Energy) Program in the Town of Penfield”. A copy of said law is attached hereto and made a part hereof as Schedule “A”; and be it further

RESOLVED, that the Town Clerk be and she hereby is directed to publish and post a Notice of the Public Hearing on the official signboard of the Town in the manner prescribed by Law, the first publication thereof to be not less than five (5) days and not more than thirty (30) days before the date set for the said public hearing, as aforesaid.
A LOCAL LAW TO AUTHORIZE ESTABLISHMENT OF A COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM IN THE TOWN OF PENFIELD

Be it enacted by the Town Board of the Town of Penfield as follows:

The Code of the Town of Penfield is hereby amended by adding a new Chapter 110, ENVIRONMENTAL SUSTAINABILITY, Article I entitled "COMMUNITY CHOICE AGGREGATION ENABLING LAW," to read as follows:

§110.1. Legislative Findings; Intent and Purpose; Authority.

A. It is the policy of both the Town of Penfield (the "Town") and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Consumers in those markets. Among the policies and models that may offer benefits in New York is Community Choice Aggregation ("CCA"), which allows local governments to determine the default supplier of electricity and natural gas on behalf of Eligible Consumers. The Town will be seeking a combination of lowest costs and highest percentages of renewable energy resources.

B. The purpose of CCA is to allow participating local governments, including the Town, to procure energy supply service for Eligible Consumers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter authorizes establishment of a program ("CCA Program") that would allow the Town and other local governments to work together through a shared purchasing model to put out for bid the total amount of natural gas and/or electricity being purchased by Eligible Consumers within the jurisdictional boundaries of participating municipalities. Eligible consumers would have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

C. The Town is authorized to implement a CCA Program pursuant to Section 10(l)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (PSC) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M- 0224 enable actions by the Town.

D. This Chapter shall be known and may be cited as the COMMUNITY CHOICE AGGREGATION ENABLING LAW of the Town of Penfield.
§110.2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

A. AGGREGATED DATA shall mean aggregated and anonymized information including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class.

B. CCA ADMINISTRATOR shall mean a third-party CCA administrator duly authorized by the Town Board to put out for bid the total amount of electricity and/or natural gas to be purchased by Participating Consumers. The authorized CCA Administrator shall be responsible for Program organization, administration, procurement, and communications, unless otherwise specified. The CCA Administrator may undertake any of these tasks, as permitted by law, in conjunction with a third party, provided that the Town Board approve participation of any such third party pursuant to written agreement between the Town and the CCA Administrator and, if deemed necessary or desirable in the discretion of the Town, pursuant as well to a written agreement between the Town and such third party.

C. CUSTOMER SPECIFIC DATA shall mean customer specific information, personal data and utility data for all consumers in the municipality eligible for opt-out treatment based on the terms of PSC CCA Order and the CCA program design including the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.

D. DATA SECURITY AGREEMENT shall mean an agreement between the Distribution Utility and the Town that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

E. DEFAULT SERVICE shall mean supply service provided by the Distribution Utility to consumers who are not currently receiving service from an energy service company (ESCO). Eligible Consumers within the Town that receive Default Service, and have not opted out, will be enrolled in the Program as of the Effective Date.

F. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, shared renewables like community solar, energy efficiency, demand response, energy management, energy storage, micro grid projects and other innovative Reforming the Energy Vision (REV) initiatives that optimize system benefits, target and address load pockets/profile within the CCA's zone, and reduce cost of service for Participating Consumers.
G. DISTRIBUTION UTILITY shall mean owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

H. ELIGIBLE CONSUMERS shall mean eligible customers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Town, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Town, as such boundaries exist on the effective date of the ESA.

I. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.

J. NEW CONSUMERS shall mean consumers of electricity that become Eligible Consumers after the effective date of the ESA, including those that opt in or move into the Town.

K. PARTICIPATING CONSUMERS shall mean Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and have not opted out, or are New Consumers.

L. PROGRAM ORGANIZER shall mean any third party other than the CCA Administrator, designated by the Town as such, and engaged for the purpose pursuant to the provisions of Section 2B of this Chapter, to undertake certain functions and responsibilities of the CCA Administrator with respect to initiating and organizing the CCA Program. Such responsibilities could include, without limitation, securing buy-in from local governments and engaging in public outreach and education regarding the CCA Program. A Program Organizer may be a non-profit organization, local government, or other third party. If no such third-party Program Organizer is engaged, all responsibilities of a Program Organizer shall remain with the CCA Administrator.

M. PSC CCA ORDER shall mean the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs".

N. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.

O. SUPPLIERS shall mean ESCOs that procure electric power and natural gas for Eligible Consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.
§110.3. Establishment of a Community Choice Aggregation (Energy) Program.

A. A Community Choice Aggregation (Energy) Program is hereby authorized to be established by the Town, whereby the Town may implement a CCA Program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.

B. The Town may act as aggregator or broker for the sale of electric supply, gas supply, or both to Eligible Consumers and may enter into contracts with one or more Suppliers for energy supply and other services on behalf of Eligible Consumers.

C. The Town may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to undertake any of the following: (i) develop and implement the CCA Program (ii) act as CCA Administrator; and/or (iii) develop offers of opt-in distributed energy resources (DER) products and services to Participating Consumers, including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, micro grids, storage, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA zone, and reduce costs for CCA customers.

D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Town's participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Town shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Consumers.

§110.4. Eligibility.

A. All consumers within the Town, including residential and non-residential, regardless of size, shall be eligible to participate in the CCA Program.

B. All consumers who are customers of the Rochester Gas and Electric Corporation shall be enrolled on an opt-out basis, except for consumers, (i) that are already taking service from an ESCO, (ii) that have placed a freeze or block on their account, or iii) for whom inclusion in the CCA Program will interfere with a choice the customer has already made to take service pursuant to a special rate. Those consumers may be enrolled on an opt-in basis.

C. New Consumers shall be enrolled on an opt-out basis.


A. An opt-out letter, printed on Town letterhead, shall be mailed by Administrator to Eligible Consumers at least 45 days prior to customer enrollment. The opt-out letter shall include information on the CCA Program and the contract signed with the selected ESCO including specific details on rates, services, contract term, cancellation fee, and methods for opting-out of the CCA Program. The letter shall explain that consumers who do not opt-out will be enrolled in ESCO service under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.
B. All consumers shall have the option to opt-out of the CCA Program at any time without penalty.

C. Termination fees shall not be charged to consumers who cancel their CCA service as a result of moving out of the premises served.


Participating Consumers shall be provided customer service including a toll-free telephone number available during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the Supplier.

§110.7. Data Protection Requirements.

A. The Town may request Aggregated Data and Customer Specific Data from the Distribution Utility provided, however, that the request for Customer Specific Data is limited to only those Eligible Consumers who did not opt-out once the initial opt-out period has closed.

B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Town or its representative's processing of confidential utility information; (ii) the utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Town or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

C. The Town must enter into a Data Security Agreement with the Distribution Utility for the purpose of protecting customer data.

§110.8. Administration Fee.

The Town may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

§110.9. Reporting.

A. By March 31 of each year the CCA Administrator shall file an Annual Report for the Town's CCA Program, reporting on the previous calendar year.

B. Annual reports shall include, at minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. The first report and any subsequent contract renewals shall also include the number of consumers who opt-out in response to the initial or subsequent opt-out letter or letters.

C. If a CCA supply contract will expire sooner than one year following the filing of any Annual Report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA Program.
§110.10. Effective Date.

This Local Law shall be effective immediately upon adoption.

§110.11. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Moved:  
Seconded:  

Vote:  Drawe  
       Kohl  
       LaFountain  
       Moore  
       Ockenden  


BE IT RESOLVED, that the Director of Public Works, be and hereby is authorized to advertise in the manner prescribed by law for sealed proposals to furnish the Town of Penfield Department of Public Works the following:

Removal and Replacement of Various Deteriorated Catch Basins

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the removal and replacement of various deteriorated catch basins covered by such proposals shall be in accordance with specifications prepared by the Director of Public Works. Sealed proposals are to be received in the office of the Town Clerk until February 21, 2020 at 11:00am local time and there and then to be opened and read publicly by the Town Clerk.

Moved: _______________
Seconded: _______________

Vote:  Drawe  _______________
       Kohl  _______________
       LaFountain  _______________
       Moore  _______________
       Ockenden  _______________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-064   DATE: February 5, 2020

BY: Councilwoman Debbie Drawe   COMMITTEE: Public Works

NAME: Advertising for Bids for the Phase III Replacement of a Portion of the Roof at the Community Center

BE IT RESOLVED, that the Director of Public Works, be and hereby is authorized to advertise in the manner prescribed by law for sealed proposals to furnish the Town of Penfield Department of Public Works the following:

Phase III of the Replacement of the Roof at the Penfield Community Center

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the replacement of a portion of the roof at the Community Center covered by such proposals shall be in accordance with specifications prepared by the Director of Public Works. Sealed proposals are to be received in the office of the Town Clerk until February 28, 2020 at 11:00am local time and there and then to be opened and read publicly by the Town Clerk.

Moved: _________________
Seconded: _________________

Vote:    Drawe  _______________
Kohl  _______________
LaFountain  _______________
Moore  _______________
Ockenden  _______________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-065       DATE: February 5, 2020

BY: Councilwoman Debbie Drawe      COMMITTEE: Public Works

NAME: Purchase of two 2021 International HV607 6-Wheel Dump Trucks with Plows and Wings

WHEREAS, the Director of Public Works desires to purchase two 2021 International HV607 SBA (HV607) cab and chassis with all-in-one dump bodies, plows, and wings, from Onondaga County Heavy Truck Class 8 Statewide Contract # 8996, Proposal # 14488-01 from Regional International Corporation, 1007 Lehigh Station Road, Henrietta NY, for a total cost of $219,819.92 each; and

WHEREAS, total funds of $439,639.84 for the purchase of said vehicles have been budgeted in the 2020 Highway Department Budget (DA0-5130);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicles with all-in-one dump bodies, plows, and wing attachments.

Moved: _________________
Seconded: _________________

Vote:  Drawe _______________
      Kohl _______________
      LaFountain ___________
      Moore _______________
      Ockenden _____________
NAME: Purchase of a 2021 International HX620 10-Wheel Dump Truck with Plow and Wing

WHEREAS, the Director of Public Works desires to purchase one 2021 International HX620 SBA 6x4 (HX62F) cab and chassis with all-in-one dump body, plow, and wing, from Onondaga County Heavy Truck Class 8 Statewide Contract # 8996, Proposal # 14896-01 from Regional International Corporation, 1007 Lehigh Station Road, Henrietta NY, for a total cost of $252,445.56; and

WHEREAS, funds for the purchase of said vehicle have been appropriated from the Highway Capital Reserve Fund in the adopted 2020 Budget totaling up to $260,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with all-in-one dump body, plow, and wing attachments.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the adoption of this resolution with respect to the expenditure from the Highway Capital Reserve Fund is subject to permissive referendum and the Town Clerk be, and hereby is, directed to publish and post notice in the manner prescribed by law.

Moved: _________________
Seconded: _________________
Vote: Drawe ____________
      Kohl _____________
      LaFountain __________
      Moore ____________
      Ockenden __________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-067  DATE: February 5, 2020
BY: Councilwoman Debbie Drawe  COMMITTEE: Public Works

NAME: Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 1500 4WD double cab work truck with Back Rack, light bar, and tool box, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $28,832.30; and

WHEREAS, funds for the purchase of said vehicle have been appropriated from the Highway Capital Reserve Fund in the adopted 2020 Budget totaling up to $30,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with Back Rack, light bar, and tool box.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the adoption of this resolution with respect to the expenditure from the Highway Capital Reserve Fund is subject to permissive referendum and the Town Clerk be, and hereby is, directed to publish and post notice in the manner prescribed by law.

Moved: _________________
Seconded: _________________

Vote: Drawe _________________
      Kohl _________________
      LaFountain _________________
      Moore _________________
      Ockenden _________________
WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 2500HD 4WD double cab work truck with 100 gallon auxiliary diesel fuel tank, Back Rack, light bar, and tool box, from DCMO Contract # 2019-121, Item # 10A, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $35,390.80; and

WHEREAS, the total funds of $35,390.80 for the purchase of said vehicle have been budgeted in the 2020 Drainage Budget (SD0-8540);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with 100 gallon auxiliary diesel fuel tank, Back Rack, light bar, and tool box.

moved: __________________

seconded: __________________

vote: 

Drawe

Kohl

LaFountain

Moore

Ockenden
PENFIELD TOWN BOARD RESOLUTION NO. 20T-069      DATE: February 5, 2020

BY: Councilwoman Debbie Drawe     COMMITTEE: Public Works

NAME: Purchase of a Bobcat E50 Excavator

WHEREAS, the Director of Public Works desires to purchase one Bobcat E50 T4 compact excavator, from NYS Contract # PC67141, Quote # 23747D025173 from Bobcat of the Finger Lakes, 7216 Pittsford Palmayra Road, Fairport, NY 14450, for a total cost of $61,999.18; and

WHEREAS, total funds of $61,999.18 for the purchase of said excavator have been budgeted in the 2020 Drainage Budget (SD0-8540);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said excavator.

Moved: _________________
Seconded: _________________

Vote:  Drawe  _______________
       Kohl  _______________
       LaFountain _______________
       Moore _______________
       Ockenden _______________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-070     DATE: February 5, 2020

BY: Councilwoman Debbie Drawe

COMMITTEE: Public Works

NAME: Purchase of a 2020 Chevrolet Silverado 3500HD 4WD Crew Cab Work Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 3500HD 4WD crew cab work truck with lift gate, snow plow, 50 gallon auxiliary diesel fuel tank, Back Rack, light bar, and tool box, from DCMO Contract # 2019-121, Item # 11A, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $47,004.80; and

WHEREAS, the total funds of $47,004.80 for the purchase of said vehicle have been budgeted in the 2020 Parks Department Budget (A00-7110);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with lift gate, snow plow, 50 gallon auxiliary diesel fuel tank, Back Rack, light bar, and tool box.

Moved: _________________

Seconded: _________________

Vote: Drawe _______________
Kohl _______________
LaFountain _______________
Moore _______________
Ockenden _______________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-071 DATE: February 5, 2020

BY: Councilwoman Debbie Drawe COMMITTEE: Public Works

NAME: Purchase of a 2020 Ford F-150 XL SuperCab 4x4 Pickup Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Ford F-150 XL SuperCab 4x4 pickup truck from Onondaga Bid # 8771 2020, from Van Bortel Ford, 71 Marsh Road, East Rochester, NY, for a total cost of $31,102.47; and

WHEREAS, the total funds of $31,102.47 for the purchase of said vehicle have been budgeted in the 2020 Animal Control Budget (A00-3510);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle.

Moved: _________________
Seconded: _________________

Vote: Drawe _________________
      Kohl _________________
      LaFountain _________________
      Moore _________________
      Ockenden _________________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-072   DATE: February 5, 2020

BY: Councilwoman Debbie Drawe   COMMITTEE: Public Works

NAME: Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 1500 4WD double cab work truck with Back Rack, light bar, and tool box, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $28,832.30; and

WHEREAS, the total funds of $28,832.30 for the purchase of said vehicle have been budgeted in the 2020 Sewer Department Budget (S10-8120);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with Back Rack, light bar, and tool box.

Moved: __________________
Seconded: __________________

Vote:  Drawe  _____________
      Kohl  _____________
      LaFountain  _____________
      Moore  _____________
      Ockenden  _____________
WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Express Cargo Van RWD 2500 with ladder rack and shelving, from DCMO Contract # 2019-121, Item # 4A, Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $26,768.75; and

WHEREAS, the total funds of $26,768.75 for the purchase of said vehicle have been budgeted in the 2020 Facilities Department Budget (A00-1620);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with ladder rack and shelving.

Moved: _______________________
Seconded: _____________________

Vote:  Drawe  ________________
Kohl  ________________
LaFountain  ________________
Moore ________________
Ockenden ________________
PENFIELD TOWN BOARD RESOLUTION NO.20T-074 DATE: February 5, 2020

BY: Councilwoman Debbie Drawe COMMITTEE: Public Works

NAME: Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 1500 4WD double cab work truck with lift gate, Back Rack, light bar, and tool box, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $31,245.05; and

WHEREAS, the total funds of $31,245.05 for the purchase of said vehicle have been budgeted in the 2020 Facilities Department Budget (A00-1620);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with lift gate, Back Rack, light bar, and tool box.

Moved: _________________
Seconded: _________________

Vote: Drawe _________________
      Kohl _________________
      LaFountain _________________
      Moore _________________
      Ockenden _________________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-075 DATE: February 5, 2020

BY: Councilwoman Debbie Drawe COMMITTEE: Public Works

NAME: Purchase of a 2020 Chevrolet Silverado 1500 4WD Double Cab Work Truck

WHEREAS, the Director of Public Works desires to purchase one 2020 Chevrolet Silverado 1500 4WD double cab work truck with light bar and tonneau cover, from Joe Basil Chevrolet Inc, 5111 Transit Road, Depew, NY, for a total cost of $29,750.50; and

WHEREAS, the total funds of $29,750.50 for the purchase of said vehicle have been budgeted in the 2020 Building Department Budget (A00-3620);

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works be, and hereby is, authorized to purchase said vehicle with light bar and tonneau cover.

Moved: _________________
Seconded: _________________

Vote: 
Drawe _________________
Kohl _________________
LaFountain _________________
Moore _________________
Ockenden _________________
PENFIELD TOWN BOARD RESOLUTION NO. 20T-076  DATE: February 5, 2020

BY: Councilman Ockenden COMMITTEE: Public Safety

NAME: Advertise for Bids to provide maintenance for various properties as required under Article XV-15.10 and Article VII-7.11 of Chapter 250 of the Town Code.

WHEREAS, the purpose of Article XV-15.10 and Article VII-7.11 of Chapter 250 of the Town Code is to secure compliance and to protect and preserve property devaluation and to assure the safety, health protection and general welfare of persons and property in the Town of Penfield; and to prevent the gradual encroachment of blight, deterioration, unsightliness and property devaluation and to assure the safety, health protection and general welfare of persons and property in the Town of Penfield; and

WHEREAS, the Building and Zoning Office has the need to secure and maintain properties failing to comply with the minimum requirement of Article XV-15.10 and Article VII-7.11 of Chapter 250 of the Town Code;

Now, Therefore Be It Resolved, that the Building & Zoning Administrator be, and hereby is, authorized to advertise, in a manner prescribed by Law, for sealed proposals for the securing of properties and for the maintenance and clean-up that have failed to be maintained in accordance with the Town Code requirements; and

Be it further resolved, that the services covered by such proposals shall be in accordance with the specifications prepared by the Building and Zoning Administrator. Sealed proposals are to be submitted to the office of the Town Clerk until 11:00 AM local time Friday, February 21st, 2020 and then and there to be opened by the Town Clerk and read publically.

Moved: _________________
Seconded: _________________

Vote:     Drawe _______________
         Kohl _______________
         LaFountain _______________
         Moore _______________
         Ockenden _______________
Request for Proposals
for
Town of Penfield
Emergency Call Out Services

January 14, 2020

To Perspective Bidders:

Notice is hereby given that the Town Board of the Town of Penfield is hereby seeking sealed bid proposals to provide maintenance for various properties within the town that may become abandoned, neglected and/or otherwise inadequately maintained by the owner thereof in accordance with the applicable property maintenance code requirements of the Town of Penfield for this upcoming year. This will apply to vacant, abandoned, and or unoccupied structures, and in circumstances when the owner cannot be readily located or contacted, or when, in the determination of the Code Enforcement Officer, the owner may be located or contacted but a public emergency or matter of life safety exists requiring an immediate board up which is required in order to prevent looting, break-ins, further damage to the property or access to the property due to a life safety issue in or on the premises. This agreement will run from the bid award date through December 31, 2020.

Sealed bids will be received by the Penfield Town Clerk at the office of the Penfield Town Clerk, Penfield Town Hall, 3100 Atlantic Avenue, Penfield, New York 14526 until 11:00 A.M., February 21st, 2020, prevailing time and will then be publicly opened and read.

1.0 GENERAL CONDITIONS

1.1 - Form – Proposals shall be arranged on a Unit Price basis using the attached Bid Form. Note: The Town of Penfield makes no guarantees of the amount of work that may necessary during the contract time period nor will the Town of Penfield consider renegotiation of Unit Prices for Items for any reason.

1.2 - Method of Award – The Town will award this work to the lowest responsible bidder based on the comparison of the proposed unit prices and conditioned upon the Bidder properly executing this proposal and meeting the requirements outlined in 1.4 and 1.5 herein.

1.3 - Wage Rates – The Bidder agrees to comply with provisions of New York State Labor Law with respect to payment of Prevailing Wages to the extent applicable to the Bidder. Wage Rate schedules can be obtained at www.labor.state.ny.us. The Bidder shall submit with each application for payment a Certified Payroll verifying wage rates that have been paid for each labor category.

1.4 - Bidder Qualifications – Each Bidder, upon request of the Town of Penfield, shall submit satisfactory proof of their capacity to perform work under this proposal. Such proof shall include documentation of equipment, labor force, office staff, and supplies in the event of multiple requests for service at various locations at the same approximate time of need. Each bidder must provide proof of ownership, such as copies of vehicles registrations. Each bidder must provide a minimum of (2) references from municipalities within Monroe County for which like services were provided. The Town of Penfield reserves the right to reject any proposal from a Bidder whom cannot satisfy the Town as to their ability to effectively and safely perform the work as defined herein.

1.5 - Insurance – The successful Bidder shall submit a Certificate of Insurance listing the Town of Penfield as Additionally Insured (Not Certificate Holder). The limits of Insurance shall be sufficient to cover work
of this type, but in no case be less than $2,000,000 General Liability, $1,000,000 Auto Liability and
$2,000,000 Excess Umbrella Liability. Insurance provided shall be on a Primary and Non-Contributory basis
and contain a Waiver of Subrogation endorsement. Evidence of these conditions shall be illustrated on the
Certificate of Insurance.

The Bidder shall also show proof of Workmens Compensation Insurance on either of the following forms
CE-200 (Private Carriers) or the U-26.3 (New York State Insurance Fund). The ACORD Form will not be
accepted.

1.6 - Laws & Safety – In submitting this proposal the Bidder acknowledges that they are aware of and will
comply with all laws, rules and/or regulations pertaining to work to be performed under this proposal and
Payment of appropriate Wage Rates to all employees involved with this award. The Bidder shall comply
with any and all Occupational Safety Codes or Laws.

1.7 – Indemnification – The Bidder agrees to defend, indemnify, hold and save harmless the Town of
Penfield, its officers, agents, servants, and employees, from and against any and all liability, damages, costs,
or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including
attorneys’ fees, brought against the Town of Penfield which may arise, be sustained or occasioned, either
directly or indirectly by any person, firm or corporation, arising out of, or resulting from, the performance of
the services by the Bidder, arising from any act, omission or negligence of the Bidder, its’ Agents and/or
employees. Nothing in this Agreement is intended to relieve that Town of Penfield from its’ own negligence
or malfeasance or for the Bidder to assume any such liability for the Town of Penfield.

1.8 – Sub-Contractors – The Bidder shall not subcontract any of the work under this contract, without the
express written consent of the Town of Penfield.

1.9 – Additions – The Town of Penfield reserves the right to add related items to this contract, upon the
written agreement of the Bidder with respect to scope, price and timing.

2.0 - SCOPE

2.1 – Description of Work – The Town of Penfield is seeking a qualified Bidder to undertake securing of
vacant, abandoned or otherwise unoccupied and inadequately maintained properties within the Town of
Penfield. Such maintenance work shall include any or all of the following: the securing of exterior doors,
windows and other openings in the structure(s), fencing, utility restoration and or protection, lock removal or
replacement, garbage, rubbish and debris removal, ability to shore-up and secure a building, water clean-up,
if necessary, to make an area safe or to make accessible for service, hazmat clean up, cutting/trimming/
raking/removal of brush, weeds, grasses, and or trees, site clean-up, pool demos for above ground and in
ground pools, and or painting/siding.

2.2 – Materials & Equipment

The qualified Bidder shall be responsible for supplying all materials and equipment associated with the
above maintenance work and shall include as part of their Unit Pricing, sufficient coordination to insure that
required materials and equipment are provided to the job at the time that they start their work. The Bidder
shall supply incidental parts such as screws, plywood, lawn mowers, chain saws, etc. that may be necessary
for the securing of structures and property maintenance. Billing for these incidental parts shall be done
separately based on actual invoices and allowed 10% O.H. and 10% Profit.
2.3 – Notification

The Town of Penfield shall notify the Bidder via electronic mail or telephone of maintenance work that becomes necessary. During hours outside of the normal work day, an answering service must be in place to receive notification. An answering machine/voice mail is not acceptable notification method. It is a requirement of this contract that all bidders be able to provide 24 hours, 7 days a week service and due to response time needed, contractor’s office must be located in Monroe County. Emergency response time must be within 1 hour of notification. The only exception to this requirement is when extenuating circumstances exist, such as inclement weather.

By submitting a proposal for this maintenance contract, the Bidder acknowledges the Town of Penfield’s effort to maintain and secure vacant, abandoned, unsafe, blighted properties, which is essential to assure the safety, health and welfare of the general public. The Bidder further acknowledges that failing to perform the work in a timely manner may be cause for the Town of Penfield to cancel this contract.

2.4 – Monthly Payment

The Bidder shall submit all bills for service to the insurance company insuring the premises prior to submission to the Town. The town will not pay the bill for service without a written refusal from the insurance company to pay the and/or there is a written proof satisfactory to the Town, that the premises was without insurance at the time of the incident. The bidder shall submit a work invoice for payment to the Town upon completion of work. All payments will be made in accordance with the published Town of Penfield voucher schedule.

2.5 – Contact Person(s)

Heidi Boehl
Fire Marshal & Building/Zoning & Code Compliance Supervisor
3100 Atlantic Avenue
Penfield, NY 14526
Office: (585) 340-8637
Fax: (585) 340-8644
E-mail: Boehl@penfield.org

Phil D’Alessandro
Building/Code Compliance Inspector
3100 Atlantic Avenue
Penfield, NY 14526
Office: (585) 340-8739
Fax: (585) 340-8644
E-mail: dalessandro@penfield.org
3.0 – PAY ITEM DESCRIPTION

3.1 – Bid Items

The following items are to include all Bidders costs relating to Supervision, Labor, Equipment and/or Tools to safely undertake the following work items.

1. **Emergency Call Out Services**

When directed by the authorized representative of the Town of Penfield, vacant or abandoned structures and properties shall be secured to prevent unauthorized access, vandalism, infestation, weather damage or further damage to the property.

   (a) Exterior windows and doors required to be secured shall be covered with minimum nominal size ½” exterior grade plywood or oriented strand board (OSB). Such sheathing shall be secured to the opening perimeter with exterior grade screws providing a minimum fastening depth of one and one half (1-1/2) inches

   (b) Fencing

   (c) Other exterior openings shall be covered or secured included but not limited to lock removal or replacement and shoring a building as directed by the authorized representative of the Town of Penfield.

   (d) Water clean up to make an area safe or make accessible for service.

   (e) Utility restoration and or protection

   (f) Lock removal or replacement

   (g) Garbage, rubbish and debris removal

   (h) Ability to shore up and secure a building

   (i) Hazmat clean up

   (j) Cutting/trimming/raking/removal of brush, weeds, grasses, and/or trees

   (k) Site clean up

   (l) Pool demos for above and in ground pools

   (m) Painting/siding
<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit</th>
<th>Proposed Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum service call charge</td>
<td>Man Hour</td>
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<tr>
<td>2</td>
<td>Regular hourly rate</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>After hours hourly rate</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Holiday Rate</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fencing of property</td>
<td>Per Foot</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Locking of property</td>
<td>Per Lock</td>
<td></td>
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<tr>
<td>7</td>
<td>Equipment rate</td>
<td>Man Hour</td>
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</tr>
<tr>
<td>8</td>
<td>Water Pump rate</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Board up materials</td>
<td>Per Foot</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Shoring materials</td>
<td>Per Foot</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Rubbish and Garbage Removal</td>
<td>Man Hour</td>
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<tr>
<td>12</td>
<td>Truck/equipment</td>
<td>Flat Rate per inc.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Mowers, trimmers, blowers, etc</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Haul/Roll off fee</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Disposal Fee 0-1 ton</td>
<td>Man Hour</td>
<td></td>
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<tr>
<td>16</td>
<td>Man Lift: Delivery/Pick Up</td>
<td>Per Day</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Tractor: Delivery/Pick Up</td>
<td>Per Day</td>
<td></td>
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<tr>
<td></td>
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<td>Skit Steer: Delivery/Pick Up</td>
<td>Per Day</td>
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<tr>
<td>19</td>
<td>OSB</td>
<td>Per Foot</td>
<td></td>
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<tr>
<td>20</td>
<td>Painting per code, per sheet</td>
<td>Man Hour</td>
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</tr>
<tr>
<td>21</td>
<td>Winterization</td>
<td>Man Hour</td>
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<tr>
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<td>Fencing</td>
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<tr>
<td>23</td>
<td>Fencing stakes</td>
<td>Each</td>
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<tr>
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<td>2 x 4</td>
<td>per linear foot</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>2 x 6</td>
<td>per linear foot</td>
<td></td>
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<tr>
<td>26</td>
<td>Padlock</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Hasp set</td>
<td>Each Set</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Lock Rekey</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Entry set or deadbolt</td>
<td>Each Set</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Tarpaulin</td>
<td>Per sq foot</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Woodlath</td>
<td>Per bundle</td>
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</tr>
<tr>
<td>32</td>
<td>Roof tar</td>
<td>Per Tube</td>
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<tr>
<td>33</td>
<td>Jack Post</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Keep Out/Danger/No trespassing signs</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Pump</td>
<td>Per day</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Bio Hazard Labor rate</td>
<td>Man Hour</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Hazmat Clean Up</td>
<td>Man Hour</td>
<td></td>
</tr>
</tbody>
</table>
5.0 – ACKNOWLEDGEMENT & SIGNATURE

5.1 – Non-Collusive Bid Statement

The bidder specifically agrees that pursuant to Section 103-d of the General Municipal Law and the following that by submission of this proposal, each bidder and/or each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by this bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

5.2 – Affirmation

By signing and submitting this proposal the Bidder acknowledges that he understands the scope of the proposed work and agrees to comply with all the above requirements.

Bidder: ____________________________

Address: __________________________

__________________________________

Authorized Signature: __________________ Date: ________________
WHEREAS, sealed proposals were sought and requested to furnish the Town of Penfield Recreation Department with printing the seasonal program brochure for the 2020 calendar year including the summer, fall and winter/spring issues, to meet our specifications; and

WHEREAS, on Friday, January 10, 2020, proposals from the following companies were received, opened and read publicly by the Town Clerk:

Penny Lane Printing
1471 Route 15
PO Box 340
Avon NY 14414

Webster Printing Corp.
46 North Avenue
Webster, NY 14580

Indiana Printing and Publishing Company, Inc.
899 Water Street
PO Box 10
Indiana, PA 15701

(see attached “Schedule A” for bid data)

NOW, THEREFORE BE IT RESOLVED, that the contract be awarded to, Penny Lane Printing, low bidder overall for Bid #2 including alternative #1, alternative #2, and alternative #3 on each respective bid.

BE IT FURTHER RESOLVED that the bid specifications and the bid documents submitted be the formal contract, to be reviewed and approved by the Town Attorney

Net delivered price (per issue) as follows:

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<tr>
<th>Bid</th>
<th>Alternative #1</th>
<th>Alternative #2</th>
<th>Alternative #3</th>
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<td>$121.67</td>
<td>$5538.71</td>
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<td>Schedule A</td>
<td>Recreation Brochure Bids</td>
<td>2020</td>
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Moved: ________________________
Seconded: ________________________
Vote:

Drawe            __________________
Kohl               __________________
LaFountain     __________________
Moore             __________________
Ockenden        __________________