

Presiding Supervisor Jacobs called the Regular Town Board Meeting, Town of Walworth, County of Wayne, State of New York, held at 3600 Lorraine Drive, Walworth, New York and streamed on Facebook Live due to the COVID-19 pandemic to order at 6:31 PM. Supervisor Jacobs led those present in the recitation of the Pledge of Allegiance.

PRESENT:

Susie Jacobs	Supervisor
Amber Linson	Councilwoman
Scott Bryson	Councilman
Karel Ambroz	Councilman
Cody Phillips	Councilman
Aimée Phillips-Lomb	Town Clerk

ABSENT: Timothy Vendel Highway Superintendent

OTHERS PRESENT: Phil Williamson, Code Enforcement Officer; Teresa Flye, Clerk to the Supervisor; and two (2) attendees.

Prior to the business portion of the meeting, Supervisor Jacobs thanked residents for making appointments with the Assessment Office and their patience with the informal meeting process. She encouraged those who have not contacted the Assessment Office to schedule an informal meeting to do so by e-mail or to leave a voicemail, and to expect a reply within two business days.

MINUTES

Motion by Councilman Phillips that the minutes of March 18, 2021 Regular Meeting are approved as submitted by the Town Clerk. Seconded by Councilman Bryson.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

Motion by Councilman Bryson that the minutes of March 25, 2021 Special Meeting are approved as submitted by the Town Clerk. Seconded by Councilman Ambroz.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

ELECTED OFFICIALS’ REPORTS (Highway, Town Clerk, Justice, Receiver of Taxes):

TOWN CLERK – No report.

RECEIVER OF TAXES

Motion by Councilwoman Linson to accept the Receiver of Taxes’ Monthly Report, dated 3/15/2021. Seconded by Councilman Phillips.

Town of Walworth Board Report 03/15/2021

Tax dollars collected

Principal	\$8,149,923.36
Interest	\$3,013.03
Mail fee	\$62.00
Total	\$8,152,998.39

Tax dollars disbursed to the town

Total \$ 3,688,826.63 Paid in Full

Total disbursed to the county

beginning balance	\$ 2,500,000.00
Ck# 679	\$1,000,000.00
Ck# 681	\$750,000.00
Total	\$ 4,250,000.00

Receiver of Taxes *Debra Amster*

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Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

HIGHWAY SUPERINTENDENT – No report.

JUSTICE COURT - No report.

SUPERVISOR JACOBS

Supervisor Jacobs shared that the updated Town Code is available for review by Town Board members, and there will be a discussion on the changes at the next Town Board meeting.

RESOLUTIONS:

Councilman Bryson made the motion to un-table Resolution 64-21, which had been tabled at the March 18, 2021 Town Board meeting. Councilman Ambroz seconded the motion.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

RESOLUTION 64-21: AUTHORIZE THE HIRE OF MR. STEVEN TABER AS PARKS AND FACILITIES LABORER, FULL TIME EMPLOYEE WITH A RATE OF \$12.74 PER HOUR, EFFECTIVE MARCH 28, 2021

Councilwoman Linson offered the Resolution and moved its adoption. Seconded by Councilman Phillips to wit:

WHEREAS, the Parks Department needs a full time Parks and Facilities Laborer; and

WHEREAS, the position was advertised as required and interviews of qualified applicants were conducted; and

WHEREAS, the Parks and Facilities Laborer shall be a bargaining unit position and salary consistent with the Collective Bargaining Agreement; and

WHEREAS, the Parks Superintendent recommended the hiring of Mr. Steven Taber;

BE IT RESOLVED, that Mr. Taber is hired as full time Parks and Facilities Laborer, on condition that the employee passes Alcohol and Drug screening as required by Town Policy, with a rate of \$12.74 per hour, effective March 28, 2021.

Adopted this 1st day of April, 2021, at a meeting of the Town Board.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Resolution carried.

RESOLUTION 65-21: AUTHORIZATION FOR TOWN SUPERVISOR TO SIGN PROFESSIONAL SERVICES AGREEMENT WITH INTEGRATED SYSTEMS

Councilwoman Linson offered Resolution 65-21 and moved its adoption. Seconded by Councilman Phillips to wit:



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for Engineering Services and Software Development. It includes Network and System troubleshooting, programming and user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.5 units per hour; those services include: Server Implementations, Network Design and Engineering, and as client request.

Professional Service Agreement Terms:

Payment is full in due before any project/support is started. Purchase of Professional Service Agreements are non-refundable.

Clients with PSA receive priority telephone response time over non-PSA clients.
 Billed Unused Time does not expire
 (average response time: less than 1 hour)
 Clients with PSA receive priority on-site response time for troubleshooting & technical support over non-PSA clients.
 Clients with PSA have the option to have updates delivered via modem, mail, or on-site delivery.
 Travel time is billed as straight time
 Weekend/Overtime hours will be billed at 2 X regular rate
 Modem/Phone charges are the responsibility of the client and are always billable.
 Engineer's time is billable when:
 - Working on additional updates to programs / integration/ research
 - Travel time between office and customer's location
 - Time involved in gathering information for projects
 - For support covering overnight staff, lodging, meals billed at \$150.00 per day.
 - No extra charges for ground travel, flight costs are billed to the customer.
 Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems' option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems' obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences thereof, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein.
EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is

impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefor.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems' written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	30	\$ 85.00	\$ 4350.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: _____

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Client: _____
 Address: _____
 Client Signature: _____ Date: _____
 Integrated Systems Signature: _____ Date: _____

NOW, THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to sign the Professional Services Agreement Contract D at an amount not to exceed \$7,500.00 from Town Office – Computer Maintenance – A1620.44, budgeted item.

Adopted this 1st day of April, 2021, at a meeting of the Town Board.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Resolution carried.

COMMUNICATION:

Supervisor Jacobs asked Town Clerk Phillips-Lomb to read the list of the following items that were received as correspondence:

- **Letter of resignation from Laurie Waltermeyer**, dated March 29, 2021

Councilman Bryson made the motion to accept and file the letter of resignation from Laurie Waltermeyer, dated March 29, 2021. Seconded by Councilman Ambroz.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

Councilman Bryson stated that Mrs. Waltermeyer is relocating to Texas and thanked her for her years of service as the Walworth Court Clerk. Supervisor Jacobs reiterated Councilman Bryson’s comments and also thanked her for her years of service.

- **Letter of resignation from Lauren Friedl**, dated March 31, 2021

Councilwoman Linson made the motion to accept and file the letter of resignation from Lauren Friedl, dated March 31, 2021. Seconded by Councilman Ambroz.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

- **Town of Walworth Wastewater Treatment Plant Monthly Report**, dated April 1, 2021

Supervisor Jacobs shared that the April 15, 2021 Town Board regular meeting will be open to the public, with limited capacity, as CDC guidelines allow. Meetings will continue to be streamed on Facebook Live.

PUBLIC PARTICIPATION:

Tony Sclamo addressed the Board and inquired as to the percentage increase of the assessment of the Town of Walworth. Supervisor Jacobs stated that she will contact Mr. Sclamo via e-mail the following day with the percentage of the increase as well as answering his question publically at the next Town Board meeting.

EXECUTIVE SESSION:

Motion by Councilwoman Linson to enter into executive session to discuss medical, financial, credit or employment history of a particular person or corporation, or relating to appointment, promotion, demotion, discipline or removal; and collective bargaining negotiations per Article 14 of Civil Service Law.

Seconded by Councilman Bryson.

Code Enforcement Officer Phil Williamson was asked to remain in the meeting room for the Executive Session.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

Time: 6:48 PM

RECONVENE:

Supervisor Jacobs reconvened the regularly scheduled meeting.

ADJOURNMENT:

Motion by Councilman Ambroz to adjourn. Seconded by Councilwoman Linson.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Bryson	Aye
	Councilman Ambroz	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Motion carried.

Time: 8:40 PM

Respectfully Submitted,

Aimée Phillips-Lomb
Town Clerk

