

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   |
| Cody Phillips       | Councilman   |
| Karel Ambroz        | Councilman   |
| Aimée Phillips-Lomb | Town Clerk   |

**ABSENT:** No members of the Town Board were absent.

**OTHERS PRESENT:** Donald Young, Esq., Town Attorney; Teresa Maioli, Clerk to the Supervisor; Cheri LeMay, Town Comptroller; and one (1) Town newspaper reporter.

**MINUTES**

Motion by Councilman Phillips that the minutes of October 1, 2020 Regular Meeting are approved as submitted by the Town Clerk. Seconded by Councilwoman Linson.

|                 |                     |     |
|-----------------|---------------------|-----|
| 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 October 8, 2020 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):

**SUPERVISOR’S REPORT: Financial report**

The Supervisor’s Report for the month of September 2020 was submitted to the Town Board.

Motion by Councilman Phillips to accept the Supervisor’s Report for the month of September 2020. Seconded by Councilwoman Linson.

MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF WALWORTH:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of September, 2020:

DATED: October 1, 2020

*Sumit Datta*  
SUPERVISOR

|                                       | Balance<br>09/31/20 | Increases         | Decreases         | Balance<br>09/30/20 |
|---------------------------------------|---------------------|-------------------|-------------------|---------------------|
| <b>A GENERAL FUND</b>                 |                     |                   |                   |                     |
| CASH IN CHECKING                      | 120,000.00          | 180,771.63        | 180,771.63        | 120,000.00          |
| CASH IN SAVINGS                       | 496,603.06          | 134,609.59        | 182,996.63        | 448,216.02          |
| MONEY MARKET ACCT                     | 664,393.62          | 191.56            | 0.00              | 664,585.18          |
| PETTY CASH                            | 820.00              | 0.00              | 0.00              | 820.00              |
| HIGHWAY BUILDING REPAIR/ALTERA        | 23,767.36           | 6.81              | 0.00              | 23,774.17           |
| BLDG EQUIPMENT/SOFTWARE               | 2,501.15            | 0.01              | 0.00              | 2,501.16            |
| TOWN CLERK EQUIPMENT RESERVE          | 3,121.00            | 0.89              | 0.00              | 3,121.89            |
| COMPUTER EQ RESERVE SAVINGS           | 29,023.71           | 8.45              | 0.00              | 29,032.16           |
| TOWN HALL CAPITAL RESERVE             | 129,975.98          | 37.22             | 0.00              | 130,013.20          |
| DOG ENumeration RESERVE FUND          | 1,875.57            | 2,136.15          | 0.00              | 4,011.72            |
| EMPLOYEE BENEFIT RESERVE              | 1,972.77            | 0.56              | 0.00              | 1,973.33            |
| PARK EQ RESERVE SAVINGS               | 65,318.75           | 18.70             | 0.00              | 65,337.45           |
| RETIREMENT CONTRIBUTION RESERV        | 10,079.92           | 2.89              | 0.00              | 10,082.81           |
| HARLET SIDEWALK RESERVE FUND          | 25,569.45           | 7.32              | 0.00              | 25,576.77           |
| RESERVE FOR RECORDS MANAGEMENT        | 19,994.12           | 9.73              | 0.00              | 19,999.85           |
| <b>TOTAL</b>                          | <b>1,595,516.46</b> | <b>317,787.51</b> | <b>363,768.26</b> | <b>1,549,535.71</b> |
| <b>CM1- PARK SPECIAL REVENUE FUND</b> |                     |                   |                   |                     |
| CASH - CHECKING                       | 0.00                | 852.69            | 852.69            | 0.00                |
| CASH - SAVINGS                        | 97,856.66           | 1,130.00          | 852.65            | 98,133.97           |
| <b>TOTAL</b>                          | <b>97,856.66</b>    | <b>1,982.69</b>   | <b>1,705.34</b>   | <b>98,133.97</b>    |
| <b>CM5- CEMETERIES</b>                |                     |                   |                   |                     |
| CASH - SAVINGS                        | 0.00                | 0.00              | 0.00              | 0.00                |
| CASH - SAVINGS                        | 19,074.54           | 0.00              | 0.00              | 19,074.54           |
| <b>TOTAL</b>                          | <b>19,074.54</b>    | <b>0.00</b>       | <b>0.00</b>       | <b>19,074.54</b>    |
| <b>DA HIGHWAY FUND</b>                |                     |                   |                   |                     |
| CASH IN CHECKING                      | 120,000.00          | 69,243.41         | 69,243.41         | 120,000.00          |
| CASH IN SAVINGS                       | 171,386.87          | 370.65            | 69,243.41         | 102,516.11          |
| MONEY MARKET ACCT                     | 940,905.70          | 269.44            | 0.00              | 941,175.14          |
| EMPLOYEES BENEFITS RESERVE            | 6,551.74            | 1.88              | 0.00              | 6,553.62            |
| MACHINERY RESERVE SAVINGS             | 23,603.87           | -6.16             | 0.00              | 23,610.63           |
| RETIREMENT CONTRIBUTION RESERV        | 10,079.92           | 2.89              | 0.00              | 10,082.81           |
| <b>TOTAL</b>                          | <b>1,272,536.10</b> | <b>69,895.03</b>  | <b>138,486.82</b> | <b>1,203,944.31</b> |
| <b>L LIBRARY FUND</b>                 |                     |                   |                   |                     |
| CASH - SAVINGS                        | 0.00                | 0.00              | 0.00              | 0.00                |

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MONTHLY REPORT OF SUPERVISOR

|   | Balance<br>09/31/20 | Increases       | Decreases       | Balance<br>09/30/20 |
|---|---------------------|-----------------|-----------------|---------------------|
| <b>TOTAL</b>                              | <b>0.00</b>         | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>         |
| <b>MS SELF INSURANCE FUND</b>             |                     |                 |                 |                     |
| CASH IN CHECKING                          | 0.00                | 1,099.00        | 1,099.00        | 0.00                |
| CASH IN SAVINGS                           | 2,400.39            | 0.37            | 1,099.00        | 1,301.76            |
| <b>TOTAL</b>                              | <b>2,400.39</b>     | <b>1,099.37</b> | <b>2,198.00</b> | <b>1,301.76</b>     |
| <b>SD1- WALWORTH CONSOLIDATED</b>         |                     |                 |                 |                     |
| CASH IN CHECKING                          | 0.00                | 959.64          | 959.64          | 0.00                |
| CASH IN SAVINGS                           | 98,660.85           | 0.00            | 959.64          | 97,701.21           |
| <b>TOTAL</b>                              | <b>98,660.85</b>    | <b>959.64</b>   | <b>1,919.28</b> | <b>97,701.21</b>    |
| <b>SD2- CRYSTAL CREEK DRAINAGE</b>        |                     |                 |                 |                     |
| SELF                                      | 0.00                | 0.00            | 0.00            | 0.00                |
| CASH IN SAVINGS                           | 4,670.91            | 0.00            | 0.00            | 4,670.91            |
| CRYSTAL CREEK DRAINAGE RES SAV            | 6,695.71            | 1.92            | 0.00            | 6,697.63            |
| <b>TOTAL</b>                              | <b>11,366.62</b>    | <b>1.92</b>     | <b>0.00</b>     | <b>11,368.54</b>    |
| <b>SF1- WALWORTH FIRE DISTRICT</b>        |                     |                 |                 |                     |
| CASH - SAVINGS                            | 0.00                | 0.00            | 0.00            | 0.00                |
| <b>TOTAL</b>                              | <b>0.00</b>         | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>         |
| <b>SF2- WEST WALWORTH FIRE PROTECTION</b> |                     |                 |                 |                     |
| CASH IN SAVINGS                           | 23,974.53           | 6.87            | 0.00            | 23,981.40           |
| <b>TOTAL</b>                              | <b>23,974.53</b>    | <b>6.87</b>     | <b>0.00</b>     | <b>23,981.40</b>    |
| <b>SF3- LINCOLN FIRE PROTECTION</b>       |                     |                 |                 |                     |
| CASH IN SAVINGS                           | 46,140.40           | 13.21           | 0.00            | 46,153.61           |
| <b>TOTAL</b>                              | <b>46,140.40</b>    | <b>13.21</b>    | <b>0.00</b>     | <b>46,153.61</b>    |
| <b>SL1- WALWORTH LIGHT DISTRICT</b>       |                     |                 |                 |                     |
| CASH IN CHECKING                          | 0.00                | 251.66          | 251.66          | 0.00                |
| CASH IN SAVINGS                           | 8,004.15            | 0.00            | 251.66          | 7,752.49            |
| <b>TOTAL</b>                              | <b>8,004.15</b>     | <b>251.66</b>   | <b>503.32</b>   | <b>7,752.49</b>     |
| <b>SL2- HARVEST HILL LIGHT DISTRICT</b>   |                     |                 |                 |                     |
| CASH IN CHECKING                          | 0.00                | 502.68          | 502.68          | 0.00                |
| CASH IN SAVINGS                           | 9,969.70            | 0.00            | 502.68          | 9,067.02            |
| <b>TOTAL</b>                              | <b>9,969.70</b>     | <b>502.68</b>   | <b>1,005.36</b> | <b>9,067.02</b>     |
| <b>SL3- GANANDA LIGHT DISTRICT</b>        |                     |                 |                 |                     |
| CASH IN SAVINGS                           | 14,061.67           | 0.00            | 0.00            | 14,061.67           |

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MONTHLY REPORT OF SUPERVISOR

|   | Balance<br>08/31/20 | Increases  | Decreases  | Balance<br>09/30/20 |
|---|---------------------|------------|------------|---------------------|
| TOTAL                                     | 14,061.67           | 0.00       | 0.00       | 14,061.67           |
| <b>SL4- BROOKSIDE LIGHT DISTRICT</b>      |                     |            |            |                     |
| CASH IN CHECKING                          | 0.00                | 9.44       | 9.44       | 0.00                |
| CASH IN SAVINGS                           | 860.58              | 0.00       | 0.00       | 860.58              |
| BROOKSIDE REPAIR RESERVE                  | 4,700.04            | 1.35       | 0.00       | 4,701.39            |
| TOTAL                                     | 5,160.62            | 10.79      | 18.88      | 5,152.53            |
| <b>SL5- ORCHARD VIEW LIGHT DISTRICT</b>   |                     |            |            |                     |
| CASH - CHECKING                           | 0.00                | 96.24      | 96.24      | 0.00                |
| CASH - SAVINGS                            | 6,143.60            | 0.00       | 96.24      | 6,047.36            |
| TOTAL                                     | 6,143.60            | 96.24      | 192.48     | 6,047.36            |
| <b>DM GANAMEDA SIDEWALK DISTRICT</b>      |                     |            |            |                     |
| CASH IN SAVINGS                           | 33,910.36           | 0.00       | 0.00       | 33,910.36           |
| TOTAL                                     | 33,910.36           | 0.00       | 0.00       | 33,910.36           |
| <b>SP JOHN'S BARK DISTRICT</b>            |                     |            |            |                     |
| CASH - CHECKING                           | 0.00                | 270.00     | 270.00     | 0.00                |
| CASH - SAVINGS                            | 3,234.29            | 0.00       | 270.00     | 2,964.29            |
| TOTAL                                     | 3,234.29            | 270.00     | 540.00     | 2,964.29            |
| <b>SS WALWORTH SEWER DISTRICT #1</b>      |                     |            |            |                     |
| CASH IN CHECKING                          | 0.00                | 61,513.96  | 61,513.96  | 0.00                |
| CASH IN SAVINGS                           | 278,357.85          | 43,675.21  | 99,981.38  | 222,051.68          |
| MONEY MARKET                              | 235,192.14          | 38,540.11  | 0.00       | 273,732.25          |
| PETTY CASH                                | 100.00              | 0.00       | 0.00       | 100.00              |
| SEWER DIST BUILDING RESERVE               | 202,157.12          | 57.89      | 0.00       | 202,215.01          |
| SEWER EQ RESERVE SAVINGS                  | 120,647.31          | 34.55      | 0.00       | 120,681.86          |
| SEWER CAPITAL RESERVE                     | 527,328.73          | 150.85     | 0.00       | 527,479.58          |
| TOTAL                                     | 1,362,583.15        | 143,972.67 | 161,495.34 | 1,345,060.48        |
| <b>SW1- WALWORTH WATER DISTRICT #1</b>    |                     |            |            |                     |
| CASH IN SAVINGS                           | 38,460.53           | 0.00       | 0.00       | 38,460.53           |
| SPECIAL RESERVE, WATER STORAGE            | 2,318.97            | 0.06       | 0.00       | 2,319.03            |
| TOTAL                                     | 40,779.50           | 0.06       | 0.00       | 40,779.56           |
| <b>SW19- WATER EXT #19 LIN/SWA/CO</b>     |                     |            |            |                     |
| CASH - CHECKING                           | 0.00                | 3,780.00   | 3,780.00   | 0.00                |
| CASH IN SAVINGS                           | 3,402.43            | 2,470.00   | 3,780.00   | 2,092.43            |
| TOTAL                                     | 3,402.43            | 6,250.00   | 7,560.00   | 2,092.43            |
| <b>SW20- WATER EXT #20 ARBOR/TUNECRDS</b> |                     |            |            |                     |
| CASH - CHECKING                           | 0.00                | 945.00     | 945.00     | 0.00                |
| CASH IN SAVINGS                           | 1,745.16            | 0.00       | 545.00     | 800.16              |

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MONTHLY REPORT OF SUPERVISOR

|                                | Balance<br>08/31/20 | Increases  | Decreases  | Balance<br>09/30/20 |
|--------------------------------|---------------------|------------|------------|---------------------|
| TOTAL                          | 1,745.16            | 945.00     | 1,890.00   | 800.16              |
| <b>TA TRUST &amp; RESERVE</b>  |                     |            |            |                     |
| CASH                           | 88,610.73           | 217,731.57 | 213,004.71 | 93,337.59           |
| TOTAL                          | 88,610.73           | 217,731.57 | 213,004.71 | 93,337.59           |
| <b>TRUST RESERVE</b>           |                     |            |            |                     |
| ARBOR/TUNECRDS RESERVE SAVINGS | 10,874.72           | 3.11       | 0.00       | 10,877.83           |
| LIN/SWA/CO RESERVE SAVINGS     | 18,861.00           | 4.69       | 2,470.00   | 16,395.69           |
| TOTAL                          | 29,735.72           | 7.80       | 2,470.00   | 27,273.52           |
| <b>TOTAL ALL FUNDS</b>         | 4,775,467.63        | 761,784.71 | 896,757.83 | 4,640,494.51        |

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

Motion carried.

**RECEIVER OF TAXES** – No report.

**TOWN CLERK** – No report.

**HIGHWAY SUPERINTENDENT** – No report.

**JUSTICE COURT** – No report.

## **COMMITTEE / LIAISONS' REPORTS**

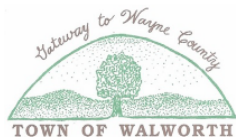
### **COUNCILMAN BRYSON**

Councilman Bryson shared that State Assemblyman Brian Manktelow had announced the grant funding for the Walworth-Seely Public Library renovation project in the amount of \$264,108. He also stated that the Library is now allowing in-person browsing and computer usage time by appointment.

**COUNCILWOMAN LINSON** – No report.

### **COUNCILMAN PHILLIPS**

Councilman Phillips shared the following report from the Assessment Department:



TOWN OF WALWORTH  
Assessor  
3600 Lorraine Drive  
Walworth, NY 14568  
[assessor@townofwalworthny.gov](mailto:assessor@townofwalworthny.gov)  
(315) 986-1400 phone  
(315) 986-1440 fax

#### Assessment Department Report for September 2020

- Sewer Project Updates:
  - Special Assessment Roll completed and filed with Town Clerk 9/1/2020.
  - Copy given to county office as requested by 9/1/2020.
  - EDUs revised and verified with WCWSA and assigned in RPS.
  - Sewer districts reviewed and assigned to parcels as needed.
- Bank codes, mailing addresses, names, etc. continue to be revised in roll as requested.
- Sales, transfers, and splits/merges completed.
- Sales verification forms sent to residents with transfers to be completed and returned.
- Building permits, C of Cs and C of Os continued to be entered into RPS, with updates to property cards being sketched and properties valued as applicable.
- Residents have been assisted both via phone and in person at the Town Hall with questions and paperwork for tax information, exemptions, property questions, etc.
- Revaluation work underway, including:
  - Verifying parcels with Pictometry to look for changes, updates, etc. to properties
  - Updating parcels in RPS to reflect current inventory and conditions from property description reports (completed)
  - Reviewing and updating land tables (completed)
  - Updating MS1s (miscellaneous improvements) to reflect accurate inventory (completed)
  - Review of sales, ag land, entry of back permits (since 3/1/2020), and entry of property description reports have been completed. (completed)
  - Updating cost sheets (completed)
  - Working with Office of Real Property Tax Services to coordinate next steps
- The Assessment Dept continues to work with the Building Dept to answer resident questions regarding changes to properties, structures on properties, and to stay up to date on any resident issues that may involve both departments, as well as to share information regarding changes to inventory and improvements as needed.

Respectfully submitted,

Mel Halstead  
Sole Assessor

### **COUNCILMAN AMBROZ**

Councilman Ambroz shared that the Farmers' Market is now over for the rest of the year, and encouraged the public to look for upcoming fall programming from the Parks and Recreation Department.

**SUPERVISOR JACOBS**

Supervisor Jacobs thanked Teamsters 118 and the Town Comptroller for sponsoring and organizing the recent flu clinic that was held for Town employees and their families.

**RESOLUTIONS:****RESOLUTION 136-20: FINANCIAL TRANSFERS**

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

October 15,2020 TOWN BOARD MEETING

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

\$110.00 transfer from A599 Fund Balance to A1220.41 Supervisor Conf/Training to cover expenses

\$35.49 transfer from A599 Fund Balance to A1355.42 Assessment Office Expense to cover expenses

\$180.00 transfer from A599 Fund Balance to A1355.46 Assessment Consultation to cover expenses

\$7,000.00 transfer from A599 Fund Balance to A1620.41 Town Office Equipment Computer to cover expenses

\$5,000.00 transfer from A599 Fund Balance to A1620.42 Town Office Bldg Maint to cover expenses

\$531.00 transfer from A599 Fund Balance to A3620.44 Safety Insp Vehicle Lease to cover expenses

\$2,600 transfer from A599 Fund Balance to A5132.42 Highway- Uniforms to cover expenses

\$300.00 transfer from A599 Fund Balance to A7110.42 Park Service/Maint to cover expenses

\$250.00 transfer from A599 Fund Balance to A7310.21 Youth Rec/Equipment Program to cover expenses

\$100.00 transfer from A599 Fund Balance to A8010.41 Zoning Board of Appeals to cover expenses

\$1,651.18 transfer from SD2-599 Fund Balance to SD2-8540.41 Drainage Maint to cover expenses

\$122,000.00 transfer from SS599 fund Balance to Sewer Money Market Account to cover expenses

\$10.00 transfer from A599 Fund Balance to A7110.45 Farmer Market Contractual to cover expenses. Money originally deposited into A2770FM Farmers Market Income

Adopted this 15<sup>th</sup> day of October, 2020 at the 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 137-20: ABSTRACT 10, APPROVAL**

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

To: Walworth Town Board

From: Cheri LeMay-Town Comptroller

Date: 15-Oct-20

Re: Abstract  
#10  
Attached please find a copy of the Abstracts by Fund. I have audited

all claims and will be transferring funds to cover payments by Fund as follows:

|     |                                | 1319-<br>1467 |
|-----|--------------------------------|---------------|
| A   | General Fund                   | \$65,005.65   |
| DA  | Highway Fund                   | \$91,192.90   |
|     | Sewer                          |               |
| SS  | Fund                           | \$22,758.32   |
| CM1 | Park Special Revenue Fund      | \$286.26      |
| SD1 | Walworth Consolidated Drainage | \$0.00        |
| SL1 | Walworth Light District        | \$3,045.89    |
|     | Harvest Hill Light             |               |
| SL2 | District                       | \$0.00        |
| SL3 | Gananda Light District         | \$1,044.81    |
| SL4 | Brookside Light District       | \$0.00        |
| SL5 | Orchard View Light District    | \$0.00        |
| SM  | Gananda Sidewalk District      | \$0.00        |
| CM6 | Cemeteries                     | \$0.00        |
| SP  | John's Park District           | \$0.00        |
| MS  | Unemployment Self Insured Fund | \$0.00        |

|      |                         |              |
|------|-------------------------|--------------|
| SW19 | Water Ext #19           | \$0.00       |
| SW20 | Water Ext #20           | \$0.00       |
| L    | Library                 | \$0.00       |
| SF3  | Lincoln Fire Dept       | \$42,036.00  |
| SF2  | West Walworth Fire Dept | \$22,124.00  |
| SD2- | Crystal Creek           | \$1,651.18   |
|      | Total Payments          | \$249,145.01 |

Voucher Number 110-127

|                 |             |
|-----------------|-------------|
| Trust & Payroll | \$46,214.22 |
|-----------------|-------------|

Checks will be issued October 15, 2020

Checks Reviewed Prior To Mailing 10/15/2020\_\_\_\_\_

Adopted this 15<sup>th</sup> day of October, 2020 at the 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 138-20: TO RESCIND LOCAL LAW NO. 3 OF 2020, RESOLUTION 125-20 TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW**

Councilwoman Linson offered Resolution 138-20 and moved its adoption. Seconded by Councilman Ambroz to wit:

**WHEREAS**, the Town Board of the Town of Walworth passed Resolution 125-20 on September 17, 2020 adopting proposed Local Law No. 3 of 2020: A Local Law To Override The Tax Levy Limit Established In General Municipal Law; and

**WHEREAS**, the tax levy will be below the limit established in General Municipal Law; and

**WHEREAS**, the Local Law is no longer applicable;

**NOW, THEREFORE BE IT RESOLVED**, that Local Law No. 3 of 2020 is hereby rescinded.

Adopted this 15<sup>th</sup> day of October, 2020, 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.

At 6:41 PM, Supervisor Jacobs stated that there would be a brief recess to allow for the Town Comptroller to file property tax cap information with the New York State Office of the State Comptroller, and she and the Town Comptroller exited the meeting room.

At 6:49 PM, the meeting reconvened.

**NYSOSC Notification of Filing**

Councilman Ambroz made the motion to accept and file the NYSOSC Notification of Filing. Councilwoman Linson seconded the motion.

Tax Cap Form Page 1 of 1

Property Tax Cap Form Status: Submitted

**How to Proceed**  
 This Form has been submitted to OSC.  
 No further action is necessary.  
 You may make changes to the Form, and resubmit to OSC.

**Browse**  
 To review the contents of this Tax Cap Form, select Browse, or choose a Topic below.

Conville 16

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**Summary**

| Tax Levy Limit, Before Adjustments and Exclusions                          |                    |
|--|--------------------|
| Real Property Tax Levy (FY 2020)   | \$1,879,779        |
| Tax Cap Reserve Offset from FY 2019 Used to Reduce FY 2020 Levy            | \$0                |
| Total Tax Cap Reserve Amount Available Against Levy from FY 2020           | —                  |
| Tax Levy Growth Factor   | 1.0847             |
| FY 2020 Baseable FY 2020   | \$22,858           |
| Tax Exclusion Amount Allowed in FY 2020                                    | \$0                |
| Allowable Levy Growth Factor   | 1.0758             |
| FY 2020 Baseable FY 2021   | \$22,888           |
| Available Circumvent from FY 2020  | —                  |
| <b>Tax Levy Limit Before Adjustments/Exclusions</b>                        | <b>\$3,036,746</b> |
| Adjustments for Transfer of Local Government Functions                     |                    |
| Costs Incurred from Transfer of Local Government Functions                 | \$0                |
| Benefits Received from Transfer of Local Government Functions              | \$0                |
| <b>Total Adjustments</b>   | <b>\$0</b>         |
| <b>Tax Levy Limit Adjusted for Transfer of Local Government Functions</b>  | <b>\$3,036,746</b> |
| Exclusions   |                    |
| Tax Exclusion  | \$0                |
| Teachers' Pension System Exclusion   | \$0                |
| Employees' Retirement System Exclusion                                     | \$0                |
| Police and Fire Retirement System Exclusion                                | \$0                |
| <b>Total Exclusions</b>  | <b>\$0</b>         |
| <b>Year FY 2021 Tax Levy Limit, Adjusted for Transfers plus Exclusions</b> | <b>\$3,036,746</b> |
| Total Tax Cap Reserve Amount Used to Reduce FY 2021 Levy                   | —                  |
| FY 2021 Proposed Levy, Not of Reserve                                      | \$2,914,182        |
| <b>Difference Between Tax Levy Limit and Proposed Levy</b>                 | <b>\$92,643</b>    |
| Do you want to override the Tax Cap for FY 2021?                           | No                 |

5.50e8

<https://onlineservices.osc.state.ny.us/taxcap/wicket/page?7> 10/19/2020

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

Motion carried.



**RESOLUTION 139-20: ADOPTION OF THE 2021 TOWN OF WALWORTH BUDGET**

Councilwoman Linson offered the Resolution and moved its adoption. Seconded by Supervisor Jacobs to wit:

**WHEREAS**, the Town Board of the Town of Walworth held a public hearing on October 8, 2020; and

**WHEREAS**, the proposed 2020 Town of Walworth Budget does not exceed the New York State Tax Cap amount of 2 %; and

**WHEREAS**, the Town of Walworth passed Local Law No. 3-2020 (Resolution 125-20) on September 17, 2020 to override the tax levy limit established in General Municipal Law §3-c; and

**WHEREAS**, Local Law No. 3 of 2020 has been rescinded by the Town Board (Resolution 138-20);

**BE IT RESOLVED** that the budget for the year 2021 be adopted subject to the use of fund balances as follows:

|                           |               |
|---------------------------|---------------|
| General Fund              | \$ 78,177.00  |
| Park Special Revenue Fund | \$ 27,300.00  |
| Highway Fund              | \$ 48,373.00  |
| Debt Service              | \$ 3,896.00   |
| Cemeteries                | \$5,000.00    |
| TOTAL                     | \$ 162,746.00 |

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Walworth adopts the 2021 Town of Walworth Budget.

Councilwoman Linson thanked Supervisor Jacobs for the manner in which the budget planning process took place this year and thanked the Town employees for their efforts throughout the budgetary process as well.

Councilman Phillips thanked Town Comptroller LeMay for her hard work during the budget preparation process.

Councilman Ambroz asked the proposed \$4.402 tax rate be stated for the record and he thanked the Town employees as well.

Councilman Bryson stated that the budget planning and preparation was a long process, and he appreciated the opportunity to provide input as a Town Board. He also thanked the Town’s employees.

Supervisor Jacobs stated that it was a team effort, with no increase in the budget.

Adopted this 15<sup>th</sup> day of October, 2020, 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 140-20: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2021 AGREEMENT WITH LINCOLN FIRE DEPARTMENT FOR FIRE PROTECTION SERVICES**

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

**WHEREAS**, a public hearing was held on October 8, 2020 on the 2021 Lincoln Fire Department Agreement for fire protection services; and

**WHEREAS**, the Town Board has reviewed any comments made at the public hearing and has reviewed the proposed contract as submitted;

**BE IT RESOLVED** that the Town Board held the public hearing on October 8, 2020 and that Susie C. Jacobs, the Town Supervisor of the Town of Walworth is hereby authorized to sign the contact with the Lincoln Fire Department for fire protection services in the Lincoln Fire Protection District for the contract amount of \$160,021.00 for the year 2021.

Adopted this 15<sup>th</sup> day of October, 2020, 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 141-20: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2021 AGREEMENT WITH WEST WALWORTH VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION SERVICES**

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

**WHEREAS**, a public hearing was held on October 8, 2020 on the 2021 West Walworth Volunteer Fire Department Agreement for fire protection services; and

**WHEREAS**, the Town Board has reviewed any comments made at the public hearing and has reviewed the proposed contract as submitted;

**BE IT RESOLVED** that the Town Board held the public hearing on October 8, 2020 and that Susie C. Jacobs, the Town Supervisor of the Town of Walworth is hereby authorized to sign the contract with the West Walworth Volunteer Fire Department for fire protection services in the West Walworth Fire Protection District for the contract amount of \$175,682.00 for the year 2021.

Adopted this 15<sup>th</sup> day of October, 2020, 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 142-20: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2021 AGREEMENT WITH WESTERN WAYNE AMBULANCE, INC. FOR EMERGENCY MEDICAL SERVICES**

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

**WHEREAS**, a public hearing was held on October 8, 2020 on the 2021 Western Wayne Ambulance, Inc. Agreement for emergency medical services; and

**WHEREAS**, the Town Board has reviewed any comments made at the public hearing and has reviewed the proposed contract as submitted;

**BE IT RESOLVED** that the Town Board held the public hearing on October 8, 2020 and that Susie C. Jacobs, the Town Supervisor of the Town of Walworth is hereby authorized to sign the contact with the Western Wayne Ambulance, Inc. for emergency medical services in the Town of Walworth for the contract amount of \$33,000.00 for the year 2021.

Adopted this 15<sup>th</sup> day of October, 2020 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.

Discussion ensued, and Councilman Ambroz made the motion to amend resolution 142-20 to state “execution of contract will be at the discretion of the approval of the Walworth Town Supervisor and Town Attorney”. Councilman Phillips seconded the motion.

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

Motion carried.

**RESOLUTION 143-20: REPEAL AND AMEND RESOLUTION 142-20 AND AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2021 AGREEMENT WITH WESTERN WAYNE AMBULANCE, INC. FOR EMERGENCY MEDICAL SERVICES**

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

**WHEREAS**, a public hearing was held on October 8, 2020 regarding the 2021 Western Wayne Ambulance, Inc. Agreement for emergency medical services; and

**WHEREAS**, the Town Board has reviewed any comments made at the public hearing and has reviewed the proposed contract as submitted.

**NOW, THEREFORE, BE IT RESOLVED**, that said Agreement is hereby approved, subject to review of the attorney for the Town and review and execution by the Town Supervisor, and that such approval includes the expenditure of \$33,000.00 as it relates to such contract for the year 2021 services.

Adopted this 15<sup>th</sup> day of October, 2020 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 144-20: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WAYNE COUNTY PUBLIC WORKS – SNOW & ICE AGREEMENT FOR 2021**

Councilman Ambroz offered the Resolution and moved its adoption. Seconded by Councilman Bryson to wit:

The following was submitted:

**AGREEMENT**  
SNOW AND ICE CONTROL ON COUNTY ROADS

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the COUNTY OF WAYNE (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at the Wayne County Court House, 26 Church Street, Lyons, New York 14489, and TOWN OF WALWORTH (hereinafter referred to as the "Town"), a municipal corporation of the State of New York, with offices at 3600 Lorraine Drive, Walworth, New York 14568.

**WITNESSETH:**

WHEREAS, pursuant to Section 135-a of the Highway Law of the State of New York, the Town is willing to provide equipment and crew for snow and ice control on County Highways;

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

**1. TERM**

The term of this Agreement shall commence on January 1, 2021, and end on December 31, 2021.

**2. SCOPE OF SERVICES**

A. The Town shall furnish all personnel, equipment and materials and do shall all work necessary for the removal of snow from all County roads within the boundaries of the Town and for sanding or otherwise treating such roads for the purpose of removing the danger of ice and snow to the extent necessary to provide reasonable passage and movement of vehicles over such roads. The Town also shall furnish, erect, maintain, and dismantle snow fences on such places on said roads as the Town Superintendent of Highways deems advisable. Compensation for all services performed pursuant to the provisions of this subparagraph shall be paid in accordance with Paragraph 4(A) below.

B. All work shall be performed in accordance with methods and procedures approved by the Wayne County Superintendent of Highways.

C. The Wayne County Superintendent of Highways may, upon written order, stop the work under any part of this agreement if, in his opinion, the work of control of snow and ice by the Town is inadequate or unsatisfactory and not being performed in the best interest of the public.

**3. DESIGNATION OF TOWN REPRESENTATIVE**

The Town shall designate and hereby does designate the Town Superintendent of Highways as the representative of the Town who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement.

**4. COMPENSATION & PAYMENTS**

- A. For all work and services provided by the Town pursuant to Paragraph two (A) above the County shall pay the Town in accordance with rates set forth in "Appendix A" of this agreement, a copy of which is attached hereto.
- B. Payment(s) to the Town shall be made on a monthly basis after satisfactory completion of such services upon audit and approval by the County Highway Superintendent of a claim for payment submitted by the Town in such form and containing such information and documentation as may be required by the Highway Superintendent and the Board of Supervisors.

**5. ASSIGNMENT AND SUBCONTRACTING**

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

**6. INDEMNIFICATION BY COUNTY**

- A. Except as provided hereinafter, the County shall indemnify and hold harmless the Town for any and all liability for damages for personal injury, injury to property, or wrongful death for losses arising from or occasioned by the manner of performance of the functions under this Agreement.
- B. In no event shall the County be obligated to defend, indemnify or hold harmless the Town in any action, proceeding, claim or demand for bodily injury, property damage, personal injury or wrongful death arising out of the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection, maintenance and dismantlement of snow fences under this Agreement and the parties specifically acknowledge that costs of maintaining workers' compensation and other liability coverage to insure against the risks identified herein have been factored into the payments to be made to the Town under this Agreement.
- C. The Town shall be entitled to representation by the County Attorney in any claim described in Paragraph 6 (A), above, which is not excluded by Paragraph 6 (B), above, provided, however, that the Town shall be entitled to defend itself in any such action, proceeding, claim, or demand whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction determines that a conflict of interest exists and that the Town is entitled to defend the action itself and the County shall reimburse the Town for any and all reasonable costs and expenses, including, but not limited to, counsel fees and disbursements, in that event.
- D. The County shall not indemnify or save harmless the Town with respect to punitive or exemplary damages.
- E. The County's obligation to indemnify and save harmless shall be conditioned upon (i) delivery to the County Attorney and to the County Superintendent of Highways of a copy of any claim, summons, complaint, process, notice, demand, or other pleading within ten days after the Town is served with such document and (ii) the full cooperation of the Town in such action, proceeding, claim, or

demand and in the defense of any action, proceeding, claim or demand against the County based on the same act or omission, and in the prosecution of any appeal.

**7. INDEMNIFICATION BY TOWN**

Notwithstanding the limits of any policy of insurance provided or maintained by the Town, the Town shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any and all claims, actions, proceedings, liabilities, damages, and costs (including, but not limited to, attorneys' fees) of every kind and nature arising out of or resulting from the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection maintenance and dismantlement of snow fences under this Agreement.

**8. INSURANCE**

- A. The contractor shall furnish:
    - 1. ACCORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
    - 2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below
    - 3. New York State Workers' Compensation Form C105.2, SI-105.2 or New York State Insurance Fund form U26.3 to evidence New York State workers' compensation coverage;
  - a. General Liability
    - Premises/Operations
    - Products/Completed Operations
    - Independent Contractors
    - Contractual Liability
    - Personal Injury
    - Broad Form Property Damage
    - Explosion, Collapse and Underground Hazard
    - Bodily Injury and Property Damage
    - Products/Completed Operations Limit
    - Personal Injury/Advertising Injury Limit
    - General Aggregate Limit
  - b. Automobile Liability
    - Owned, Hired and Non-Owned Autos (Symbol "1" or Business Auto Policies)
    - Combined Single Limit for Bodily Injury
  - c. Excess "Umbrella" Liability
    - Combined Single Limit for Bodily Injury and Property Damage
    - Professional Liability (if applicable)
  - e. Workers' Compensation and Employers' Liability
    - Statutory coverage complying with New York State Workers' Compensation Law
- B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages with the exception of Workers Compensation and Employers' Liability.
- C. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.

D. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.

E. 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.

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

1. 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 claims-made basis.
2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.

G. The Town shall be deemed in compliance with the provisions of paragraph 8.A with the furnishing of a liability policy with the limits set forth in paragraph 8.A, which policy shall contain an MPL 2160306 Endorsement and/or as such Endorsement may be amended.

H. The County shall provide to the Town an Additional Insured Endorsement on a non-contributory basis on its liability policies of insurance.

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above.

COUNTY OF WAYNE

By: \_\_\_\_\_  
Kenneth F. Miller, Chairman  
Board of Supervisors

TOWN OF WALWORTH

By: \_\_\_\_\_  
Susie Jacobs, Supervisor

State of New York )  
ss.:  
County of Wayne )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came KENNETH F. MILLER, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Palmyra, Wayne County, New York that he is the Chairman of the Board of Supervisors for the County of Wayne, the municipal corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Supervisors of the County of Wayne.

\_\_\_\_\_  
Notary Public

State of New York )  
ss.:  
County of Wayne )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, a Notary Public and for said State, personally appeared came SUSIE JACOBS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

CONTINUED ON NEXT PAGE

WAYNE COUNTY HIGHWAY DEPARTMENT  
2021 TOWN SNOW REMOVAL RATES

| Town       | Payment/Trip |
|------------|--------------|
| Arcadia    | \$1805.28    |
| Butler     | \$936.48     |
| Galen      | \$1235.90    |
| Huron      | \$1393.29    |
| Lyons      | \$1179.50    |
| Macedon    | \$1274.03    |
| Marion     | \$1064.47    |
| Ontario    | \$1409.09    |
| Palmyra    | \$1071.70    |
| Rose       | \$870.63     |
| Savannah   | \$870.11     |
| Sodus      | \$2397.59    |
| Walworth   | \$1021.25    |
| Williamson | \$1602.87    |
| Wolcott    | \$1123.13    |

Note: A trip is considered the effort required to plow and treat all of the County road mileage within each Town.

Schedule A

**WHEREAS**, The Town of Walworth received the Agreement from The Wayne County Public Works Department for the 2021; and

**BE IT RESOLVED**, the Town Supervisor is hereby authorized to sign the Wayne County Public Works-Snow and Ice Agreement for 2021.

Adopted this 15<sup>th</sup> day of October, 2020 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.

**7:00 PUBLIC HEARING****PUBLIC HEARING RULES AND PROCEDURES:**

Supervisor Jacobs waived the reading the Public Hearing Rules and Procedures for the Supervisor presiding over the hearing before the one (1) Public Hearing on the Meeting Agenda. Town Clerk Phillips-Lomb read the following legal notice:

**LEGAL NOTICE:  
TOWN OF WALWORTH  
PUBLIC HEARING**

**Notice of Public Hearing for Town of Walworth Sewer District Special Assessment Rolls  
for 2020**

**PLEASE TAKE NOTICE THAT** the Town of Walworth will be collecting revenues via special assessments against the Town of Walworth sewer districts to pay for costs of the Town of Walworth's sewer districts.

**PLEASE TAKE FURTHER NOTICE THAT** rolls specifying such sewer special assessments have been filed with the Walworth Town Clerk where they are available for inspection by the public.

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be had on the Town of Walworth Sewer District Special Assessment Rolls for 2020 on **October 15<sup>th</sup> at 7:00 p.m.** at the Walworth Town Hall for the purpose of hearing the public in relation to such rolls.

All interested persons may be heard at the above time and place.

By Order of the Town Board  
Town of Walworth  
AIMEE PHILLIPS  
TOWN CLERK  
Dated: October 2, 2020

Supervisor Jacobs declared the Public Hearing opened and asked if anyone present would like to speak in **FAVOR** or **AGAINST**.

Time: 7:03 PM.

There were no comments from the public present or in writing submitted to the Town Clerk. Supervisor Jacobs inquired a second time if anyone present would like to speak in **FAVOR** or **AGAINST**. No one wished to comment.

Town Attorney Young explained the process and purpose for the hearing and the basis for the assessments. Clarifying discussion ensued between Mr. Young and members of the Town Board.

Motion by Councilman Ambroz to close the Public Hearing.  
Seconded by Councilwoman Linson.

There was no discussion among the members of the Town Board.



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

Motion carried.

Time: 7:08 PM.

**RESOLUTION 145-20: TOWN BOARD RE-APPOINTMENT OF PER DIEM DEPUTY DOG CONTROL OFFICER**

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

|   |                  |              |   |
|---|------------------|--------------|---|
| Per Diem Dog Control Officer at \$25.00 a pickup plus mileage (no dog bite cases) | Andrea Colocillo | Walworth, NY | Term effective: 10/15/2020 – Expiring: 12/31/2020 |
|---|------------------|--------------|---|

**WHEREAS**, the Per Diem Dog Control Officer, Andrea Colocillo, was appointed by the Town Board on March 19, 2020 (Resolution 73-20); and

**WHEREAS**, the oath of office failed to be administered within 30 days, as required by Public Officers Law§30(1)(h), therefore requiring that the appointment be renewed;

**THEREFORE, BE IT RESOLVED**, that the Town Board hereby appoints Andrea Colocillo to serve as Per Diem Dog Control Officer at a rate of \$25.00 per pick up plus mileage, term expiring on December 31, 2020.

Adopted this 15<sup>th</sup> day of October, 2020 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 146-20: AUTHORIZATION FOR TOWN SUPERVISOR TO SIGN PROFESSIONAL SERVICES AGREEMENT WITH INTEGRATED SYSTEMS**

Councilman Ambroz offered Resolution 146-20 and moved its adoption. Seconded by Councilwoman Linson 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 1.3 units per hour; those services include: Server Implementations, Network Design and Engineering, and at client request.

**Professional Service Agreement Terms:**

**Payment in full is 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.  
 Banked 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 additions/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 therefrom, 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 therefore.

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        | 50    | \$ 85.00  | \$ 4250.00  | \$ 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 15<sup>th</sup> day of October, 2020, 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 147-20: TO AMEND ROLLS AND SET PUBLIC HEARING FOR TOWN OF WALWORTH SEWER DISTRICT SPECIAL ASSESSMENT ROLLS FOR 2020**

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

**WHEREAS**, the costs in connection with the Town of Walworth’s sewer districts must be paid for in accordance with law, including in relation to its most recent endeavor to transition from the dated Walworth Treatment Plant in the Town of Walworth to the planned regional treatment plant to be run by the Wayne County Water and Sewer Authority; and

**WHEREAS**, in connection with the payment of such costs, the Town of Walworth will be collecting revenues via special assessments against the Town of Walworth sewer districts; and

**WHEREAS**, such special assessments will be imposed based upon the number of equivalent dwelling units (“EDUs”) assigned to each tax parcel, as defined and determined in accordance with the Walworth Town Code; and

**WHEREAS**, rolls specifying such special assessments have been filed with the Walworth Town Clerk.

**NOW, THEREFORE, BE IT RESOLVED**, that the referenced special assessment rolls should include the total cost to each owner, and, thus, the special assessment rolls shall hereby be amended to include the total cost to each owner, as specified in the attached updated/revised special assessment rolls; and, be it further

**RESOLVED**, that such rolls, as amended, be filed with the Town Clerk, and be it further

**RESOLVED**, that a public hearing be had on the Town of Walworth Sewer District Special Assessment Rolls for 2020, as amended, on October 29<sup>th</sup> at 6:30 p.m. for the purpose of hearing the public in relation to such rolls; and

**BE IT FURTHER, RESOLVED**, that the Town Clerk shall advertise said public hearing as required under New York State Law.

Adopted this 15<sup>th</sup> day of October, 2020 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.

**COMMUNICATIONS:**

- Letter from Abby Freeman
- Assessment Department Monthly Report, September 2020

**NEW AND OTHER BUSINESS**

No new business was brought before the Town Board.

At 7:15 PM, Supervisor Jacobs stated that there would be a brief recess until 7:30 PM at which time Mr. Anthony Hill, President, Firefly Admin, Inc. was scheduled to give a presentation regarding Length of Service Award administration via ZOOM.

At 7:30 PM, the Board attended the presentation by Mr. Hill, joined by members of the West Walworth and Lincoln Fire Departments.

**EXECUTIVE SESSION:**

Motion by Councilman Phillips to enter into executive session to discuss the proposed acquisition/sale/lease of real property when publicity might affect value; and to discuss medical, financial, credit, or employment history of a particular person/corporation, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension.

Seconded by Councilwoman Linson.

Town Clerk Phillips-Lomb and Town Attorney Young were asked to remain in the executive session.

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

Motion carried.

Time: 8:24 PM

**RECONVENE:**

Supervisor Jacobs reconvened the meeting at 9:55 PM and read the following statement:

“The Town Board has been approached by Western Wayne Ambulance, Inc. about the possibility of leasing property owned by the Town of Walworth for ambulance space. The Town Board has begun to have discussions exploring the possibility of locating their headquarters on Town property. More information will be given as it becomes available.”

**ADJOURNMENT:**

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

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

Motion carried.

Time: 10:00 PM

Respectfully Submitted,

Aimée Phillips-Lomb  
Town Clerk