



Susie C. Jacobs, MMC, Town Supervisor
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TOWN BOARD REGULAR MEETING – AGENDA
November 4, 2021 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

MINUTES: **October 21, 2021 Regular Meeting**

PRESENTATIONS

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

RESOLUTIONS:

Resolution -21: Authorize the Town Supervisor to sign the Wayne County Public Works – Snow & Ice Agreement for 2021

Resolution -21: Authorize the hire of Brian Parks, as full-time Motor Equipment Operator and set wages at \$19.50 per hour, effective November 7, 2021

COMMUNICATIONS

- **Letter from Charter Communications, dated November 1, 2021**

NEW AND OTHER BUSINESS

PUBLIC PARTICIPATION

EXECUTIVE SESSION: Medical, financial, credit, or employment history of a particular person/corp, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension.

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

RESOLUTION -21: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WAYNE COUNTY PUBLIC WORKS – SNOW & ICE AGREEMENT FOR 2022

Council offered the Resolution and moved its adoption. Seconded by Council 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 3608 Lorraine Drive, Walworth, New York 14561.

W I T N E S S E T H

WHEREAS, pursuant to Section 115-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, 2022, and end on December 31, 2022.

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 loading 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 as 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 removal 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 hereon, 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 in losses 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 documents and (ii) the full cooperation of the Town in such action, proceeding, claim, or

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demanded 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 town and its control functions and the erection, maintenance and dismantlement of snow fences under this Agreement.

A. INSURANCE

The contractor shall furnish:

1. ACCORD Form 25 - Certificate of Insurance to evidence all liability coverages as indicated 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 J or New York State Insurance Fund form C136 J to evidence New York State workers' compensation coverage;

a.	General Liability	
	Products/Completed Operations	
	Professional/Services	
	Contractual Liability	
	Personal Injury	
	Broad Form Property Damage	
	Explosion, Collapse and Underground Hazard	
	Bodily Injury and Property Damage	\$1,000,000 each occurrence
	Products/Completed Operations Limit	\$1,000,000 aggregate
	Personal Injury/Advertising Injury Limit	\$1,000,000 aggregate
	General Aggregate Limit	\$2,000,000
b.	Automobile Liability	
	Owned, Hired and Non-Owned Autos	
	(Symbol 1) on Business Auto Policies	
	Combined Single Limit for Bodily Injury	\$1,000,000 per occurrence
c.	Excess "Umbrella" Liability	
	Combined Single Limit for Bodily Injury and Property Damage	\$2,000,000 each occurrence
	Professional Liability (if applicable)	\$1,000,000 per claim
		\$1,000,000 aggregate
d.	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 Speechwriter prior to commencing work under the contract.

E. The insurance carriers providing the above coverage 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 contemplate the use of insurance liability forms. If claims-made coverage is required to satisfy any of these requirements the contractor shall comply with the following requirements:

1. If the claims-made coverage form 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 work of this agreement, or
 - b. the original coverage retroactive date for the Contractor's first claims-made policy for such 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 in compliance with 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 stated 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 6.A with the furnishing of a liability policy with the limits set forth in paragraph 6.A, which policy shall contain an MP1 2160706 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.

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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: _____
Susan 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 the same 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 Susan 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

WAYNE COUNTY HIGHWAY DEPARTMENT
2022 TOWN SNOW REMOVAL RATES

Town	Payments/Trip
Arcadia	\$1860.54
Bates	\$941.89
Caston	\$1400.70
Huron	\$1434.05
Lyon	\$1193.99
Macedon	\$1387.80
Marion	\$1069.96
Oscario	\$1430.27
Palmyra	\$1080.52
Ross	\$884.20
Savannah	\$927.08
Sodus	\$2431.22
Walworth	\$1031.54
Williamson	\$1617.86
Wolcott	\$1190.24

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

WHEREAS, The Town of Walworth received the Agreement from The Wayne County Public Works Department for the 2022; and

BE IT RESOLVED, the Town Supervisor is hereby authorized to sign the Wayne County Public Works-Snow and Ice Agreement for 2022.

Adopted this 4th day of November, 2021 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION -21: AUTHORIZE THE HIRE OF BRIAN PARKS, AS FULL-TIME MOTOR EQUIPMENT OPERATOR AND SET WAGES AT \$19.50 PER HOUR, EFFECTIVE NOVEMBER 7, 2021

Council offered the Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, the Town of Walworth Highway Department is in need of a full time motor equipment operator; and

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

WHEREAS, the Motor Equipment Operator shall be a bargaining unit position and salary consistent with the Collective Bargaining Agreement; and

WHEREAS, the Highway Superintendent recommended the hiring of Mr. Brian Parks;

BE IT RESOLVED, that Mr. Parks is hired as full time Motor Equipment Operator, on condition that the employee passes Alcohol and Drug screening as required by Town Policy, with a rate of \$19.50 per hour, effective November 7, 2021, pay period #23. Budgeted item.

Adopted this 4th day of November, 2021 at a meeting of the Town Board.

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

Resolution carried.



Lauren E. Kelly
Director, Government Affairs

November 1, 2021

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around December 1, 2021, Spectrum Northeast, LLC, ("Spectrum"), will launch TVBJ 1 HD on SPP Basic, channel 1418 on the channel lineup serving your community.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Lauren E. Kelly". The signature is written in a cursive, flowing style.

Lauren E. Kelly
Director, Government Affairs
Charter Communications