

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 to order at 6:30 PM. Supervisor Jacobs led those present in the recitation of the Pledge of Allegiance.

PRESENT:

Susie Jacobs	Supervisor
Scott Bryson	Councilman
Cody Phillips	Councilman
Amber Linson	Councilwoman
Timothy Vendel	Highway Superintendent
Aimée Phillips-Lomb	Town Clerk

ABSENT: No members of the Town Board were absent.

OTHERS PRESENT: Six (6) members of the public.

MINUTES

Motion by Councilman Bryson that the minutes of October 21, 2021 Regular Meeting are approved as submitted by the Town Clerk. Seconded by Councilman Phillips.

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

Motion carried.

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

HIGHWAY SUPERINTENDENT

Highway Superintendent Vendel reported that paving projects had been completed for the year, and that the snowplow trucks are ready for the upcoming season. He also reminded residents that the ordinance is in effect for residents not to park on roads for ease of snowplowing.

TOWN CLERK – No report.

COMMITTEE / LIAISONS’ REPORTS

COUNCILMAN BRYSON

Councilman Bryson reported that the winter edition of the Town Topics will be sent out in a few weeks and fall clean-up of trees has been completed for the end of the year in the parks. He also stated that the final drawings for the Walworth Seely Public Library expansion project have been received and are being reviewed by Building Inspector Norm Druschel. Once approved, the re-bid process will begin.

COUNCILWOMAN LINSON

Councilwoman Linson shared that the Walworth Historical Society will be holding a “Kodakids” program at the Lodge in Ginegaw Park on November 15, 2021. She also reported that the Historical Society is all set with its phone and now has access to the internet at the Walworth Museum. Councilwoman Linson stated that the Walworth Town Court is looking for a per diem bailiff, and that the gate at the Town Hall complex can be repaired using JCAP funds, with no restrictions on the removal of the fence.

COUNCILMAN PHILLIPS – No report.

SUPERVISOR JACOBS – No report.

RESOLUTIONS:

RESOLUTION 145-21: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WAYNE COUNTY PUBLIC WORKS – SNOW & ICE AGREEMENT FOR 2022

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

The following was submitted:

<p style="text-align: center;"><u>AGREEMENT</u></p> <p style="text-align: center;">SNOW AND ICE CONTROL ON COUNTY ROADS</p> <p>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.</p> <p style="text-align: center;"><u>WITNESSETH</u></p> <p>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.</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:</p> <p><u>1. TERM</u></p> <p>The term of this Agreement shall commence on January 1, 2022, and end on December 31, 2022.</p> <p><u>2. SCOPE OF SERVICES</u></p> <p>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.</p> <p>B. All work shall be performed in accordance with methods and procedures approved by the Wayne County Superintendent of Highways.</p> <p>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.</p> <p><u>3. DESIGNATION OF TOWN REPRESENTATIVE</u></p> <p>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.</p> <p style="text-align: center;">Page 1</p>	<p><u>4. COMPENSATION & PAYMENTS</u></p> <p>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.</p> <p>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.</p> <p><u>5. ASSIGNMENT AND SUBCONTRACTING</u></p> <p>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.</p> <p><u>6. INDEMNIFICATION BY COUNTY</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>D. The County shall not indemnify or save harmless the Town with respect to punitive or exemplary damages.</p> <p>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</p> <p style="text-align: center;">Page 2</p>
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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
1. 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 \$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 Excess "Umbrella" Liability \$1,000,000 per occurrence
c. Combined Single Limit for Bodily Injury and Property Damage \$2,000,000 each occurrence
Professional Liability (if applicable) \$1,000,000 per claim \$3,000,000 aggregate
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

WAYNE COUNTY HIGHWAY DEPARTMENT
2022 TOWN SNOW REMOVAL RATES

Table with 2 columns: Town, Payment/Trip. Lists towns like Arcadia, Butler, Galen, Huron, Lyons, Macedon, Marion, Ontario, Palmyra, Rose, Savannah, Sodus, Walworth, Williamson, Wolcott with their respective rates.

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	Aye
	Councilman Bryson	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Resolution carried.

RESOLUTION 146-21: AUTHORIZE THE HIRE OF BRIAN PARKS, AS FULL-TIME MOTOR EQUIPMENT OPERATOR AND SET WAGES AT \$19.50 PER HOUR, EFFECTIVE NOVEMBER 7, 2021

Councilman Bryson offered the Resolution and moved its adoption. Seconded by Councilwoman Linson 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	Aye
	Councilman Bryson	Aye
	Councilman Phillips	Aye
	Supervisor Jacobs	Aye

Resolution carried

COMMUNICATION:

- Letter from Charter Communications, dated November 1, 2021

Supervisor Jacobs reviewed the following Town Board meeting dates:

TOWN BOARD MEETINGS:

DATE	TIME	MEETING TYPE
NOVEMBER 18, 2021	6:30 PM	REGULAR
DECEMBER 2, 2021	6:30 PM	REGULAR
DECEMBER 16, 2021	6:30 PM	REGULAR

PUBLIC PARTICIPATION:

Two members of the public addressed the Town Board:

- 1) Charlie Caradonna addressed the Town Board and spoke regarding the behavior observed in the community during this recent political season.
- 2) Gene Bavis spoke updating those present on events taking place with the Walworth Historical Society and Wayne County Bicentennial Committee and encouraged those present to purchase Bicentennial calendars, become members of the Walworth Historical Society and enjoy the literature that is being produced pertaining by the Bicentennial Committee.

EXECUTIVE SESSION:

Motion by Councilman Bryson to enter into an executive session to discuss 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.

Seconded by Councilman Phillips.

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

Motion carried.

Time: 6:48 PM

RECONVENE:

Supervisor Jacobs reconvened the regularly scheduled meeting at 8:42 PM and stated that the Town Board had been meeting to discuss the vacancy of a position that had been vacant since September 14, 2021 and had consulted with Town Supervisor-Elect Mike Donalty. She stated that the Town Board felt that it was ready to move the following resolution:

RESOLUTION 147-21: APPOINT CRISTINA SANTELLI AS TOWN COMPTROLLER, 3 YEAR TERM, EFFECTIVE NOVEMBER 14, 2021 AT A RATE OF \$30.00 PER HOUR

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

WHEREAS, the Town Comptroller’s position became vacant on September 14, 2021; and

WHEREAS, the Town Board is desirous to fill the necessary vacant position of Town Comptroller immediately; and

WHEREAS, Ms. Santelli has been working for the Town on a per diem basis, and will continue to do so until November 14, 2021;

BE IT RESOLVED, that the Town Board Appoints Cristina Santelli to Town Comptroller effective November 14, 2021 with a three year term expiring December 31, 2024, at the rate of \$30.00 per hour.

Discussion ensued regarding the appointment of the Town Comptroller. As Town Supervisor-Elect Michael Donalty was invited to take part in the discussion regarding Ms. Santelli’s appointment, Councilman Phillips thanked him for his insight and spoke to the importance of continuity. Councilwoman Linson inquired as to the amount of per diem time Ms. Santelli will be working until November 14, and Supervisor Jacobs stated that it may be approximately twice a week for a total of 10-12 hours per week. Councilman Phillips stated that residents may inquire as to why this appointment is being made at this time and not being done after the new Town Supervisor and Board members begin their terms. Both he and Councilwoman Linson agreed that the time for appointment is now as the need is present at this time. Supervisor Jacobs reiterated the benefit of appointing Ms. Santelli as a strong and established support for the transition of the incoming Supervisor and Town Board. Councilman Bryson discussed the challenges the Town has encountered in finding qualified applicants for various positions with the Town.

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

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

Resolution carried.

ADJOURNMENT:

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

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

Motion carried.

Time: 8:47 PM

Respectfully Submitted,
 Aimée Phillips-Lomb
 Town Clerk