



Susie C. Jacobs, MMC, Town Supervisor
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Walworth, NY 14568

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TOWN BOARD REGULAR MEETING – AGENDA
December 2, 2021 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

MINUTES: **November 18, 2021 Regular Meeting**
 November 29, 2021 Special Meeting

PRESENTATIONS

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

RESOLUTIONS:

- Resolution -21:** Authorization to pre-pay the annual retirement bill in the amount of \$242,487; with the listed budget modifications
- Resolution -21:** Authorization for Town Supervisor to sign Professional Services Agreement with Integrated Systems
- Resolution -21:** To set public hearing regarding Local Law opting out of adult use cannabis retail dispensaries and on-site consumption sites
- Resolution -21:** To approve application from Lehrwood Estates for excavation and topsoil removal

COMMUNICATIONS

NEW AND OTHER BUSINESS

Library Expansion Project Update

PUBLIC PARTICIPATION

EXECUTIVE SESSION:

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

(Updated 12/1/2021)

RESOLUTION -21: AUTHORIZATION TO PRE-PAY THE ANNUAL RETIREMENT BILL IN THE AMOUNT OF \$242,487.00; WITH THE LISTED BUDGET MODIFICATIONS

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

The following was submitted:

FROM	TO	AMOUNT
SS599	SS9010.81	\$18,336.50
DA599	DA9010.81	\$55,479.94



Office of the State Comptroller
New York State & Local Retirement System

New York State Comptroller
Thomas P. DiNapoli



TOWN OF WALWORTH

39116 ERS - 2022 Annual Invoice

Payment of this invoice must be received by the Retirement System on or before February 01, 2022. If paying the prepay amount, payment must be received on or before December 15, 2021. Unpaid balances accrue interest at the rate of 6.80%. If you have questions, please contact the Employer Information line at 1-888-805-0800 or 518-474-7738. Select #1 from the menu, enter your location code at the prompt and choose the Employer Billing option.

Payment Due
February 01, 2022

Prepayment Due
December 15, 2021

Total Amount Due : \$244,489 **\$242,487**

**Contribution Stabilization Program
(Chapter 67, Laws of 2010)**

Minimum Amount Due Under This Program: \$233,933 \$231,931
Maximum Amount to Amortize: \$10,566

Contribution Details	Tier	Plan ID	Options	Salary	Rate	Regular Pension Contribution**	GTLI
	3	A14		\$75,531	18.00%	\$13,794	\$302
	4	A15		\$478,046	18.00%	\$154,538	\$3,512
	5	A15		\$184,833	15.00%	\$28,988	\$739
	6	A15		\$429,705	10.50%	\$43,400	\$1,719
	Subtotal:			\$1,668,115		\$238,215	\$4,772

**Regular Pension Bill without GTLI - Uses March 31, 2021 Salaries with Final Rates

2022 Regular Pension Contribution, including GTLI \$244,488

Invoice Details

Due
February 01, 2022
Payments

divide by
factor

Pre Pay
December 15, 2021
Payments

Adjustments			
Prior Years' Adjustment	\$1	1.008257	\$1
Total Adjustments	\$1		\$1
Total Adjustments and Installments	\$1		\$1
2022 Regular Pension Contribution	\$244,488	1.008257	\$242,488
Total Amount Due	\$244,489		\$242,487

BE IT RESOLVED the Town Comptroller is authorized to pay the New York State and Local Retirement System 2022 Annual Invoice.

Adopted this 2nd day of December, 2021 at a meeting of the Town Board.

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

Resolution carried.

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

Council offered Resolution -21 and moved its adoption. Seconded by
Council 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 rate per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 times per hour. These services include: Server Implementation, Network Design and Engineering, and at client request.

Professional Service Agreements Terms:

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

Clients with PSA receive priority telephone response time over non-PSA clients
Billed Unsettled 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 at straight time.

Weekend Overtime hours will be billed at 2 X regular rate.

Modem Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additional updates to programs / integrations / research
- Travel time between offices 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-containing product, part or component thereof, except consumables or 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 amounts 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 of 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 services is designed to provide. It is mutually understood and agreed that in assessing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representations, promises, conditions, inducements or warranties, 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

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impractical and extremely difficult to fix the actual damage, 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 occurrence, or consequences thereof, which the service or system is designed to done or error. 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 non-performance of any obligations 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 its responsibility to secure it from an insurance carrier or other agency of its choice, at its own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefor.

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

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 175.00		None
A	10	\$ 95.00	\$ 950.00	\$ 400.00
B	25	\$ 86.00	\$ 2,150.00	\$ 1,825.00
C	50	\$ 85.00	\$ 4,250.00	\$ 3,100.00
D	160	\$ 75.00	\$ 7,500.00	\$ 6,000.00

Contract Selected: _____

I have read the above terms and conditions of the time contract. 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 2nd day of December, 2021, at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION -21: SET PUBLIC HEARING – LOCAL LAW NO. 3 OF 2021 TO OPT OUT OF ADULT USE CANNABIS RETAIL DISPENSARIES AND ON-SITE CONSUMPTION SITES

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

WHEREAS, New York State has recently adopted Cannabis Law in New York, addressing a variety of issues related to cannabis; and

WHEREAS, in relation thereto, Cannabis Law would permit the establishment of adult use cannabis retail dispensaries and on-site consumption sites in local municipalities, subject to review and licensure by the newly established New York State Control Board; and

WHEREAS, New York State, through its Control Board, has committed to implementing regulations governing the licensure and other related details for adult use cannabis retail dispensaries and on-site consumption sites which are governed by newly implemented Cannabis Laws in New York, however, New York has failed to develop or provide such regulations at this time. Such regulations will provide context and insight into the details of licensure and operation of these establishments; and

WHEREAS, the Town of Walworth feels that it would be premature to permit these new establishments in Town without first observing and understanding the regulations which will govern them, and, as such, the Walworth Town Board will be seeking to opt out of allowing adult use cannabis retail dispensaries and on-site consumption sites that would otherwise be allowed in Town pursuant to NY Cannabis Law at this time; and

WHEREAS, the Town Board will be considering a Local Law to opt out of permitting adult use cannabis retail dispensaries and on-site consumption sites in Town, pursuant to NY Cannabis Law, which law is on file with the Walworth Town Clerk where it is available for review by the public.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing will be held on December 16th, 2021 at 7:00 p.m. at the Walworth Town Hall, 3600 Lorraine Dr., Walworth, New York before the Town Board of the Town of Walworth to consider the aforementioned Opt Out Local Law.

BE IT FURTHER, RESOLVED, that the Town Clerk duly notice such public hearing in the manner required by law.

Adopted this 2nd day of December, 2021 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION -21: TO APPROVE APPLICATION FROM LEHRWOOD ESTATES FOR EXCAVATION AND TOPSOIL REMOVAL

Council offered Resolution -21 and moved its adoption. Seconded by
 Council to wit:

TOWN OF WALWORTH
 BUILDING DEPARTMENT
 3600 Lorraine Drive
 Walworth, New York 14588
 Phone: (315) 986-1400

Norman Druschel
 Building Inspector

Phil Williamson
 Zoning Officer

APPLICATION FOR EXCAVATION AND/OR TOPSOIL REMOVAL

Applicant:	Contractor:
Name: <u>Lehrwood Estates LLC</u>	Name: _____
Address: <u>1112 East River Rd.</u>	Address: _____
<u>Ava, NY 14414</u>	<u>SAME</u>
Phone #: <u>661-288-2600</u>	Email: _____
Email: <u>585-746-3122</u>	Phone #: _____
Signature: <u>[Signature]</u>	

Proposed Topsoil Removal:
 Location of Topsoil: Mildahn Rd, Lehrwood Estates Sect 1+2
 Source of Material: Residential Development shipping
 Est. quantity of topsoil: 50,158 cy

Restoration:
 Proposed site restoration: 23,839 cy
26,319 cy excess - 22,000 cy to be removed @ .06 cy = 1320.00

Insurance:
 Business excess liability (\$2,000,000 required): _____ on form acceptable to the Town Attorney.

Permit fee: (determined by fee schedule) Paid: Yes No

Applicant is reminded that he/she must conform with all Town Codes (including, but not restricted to, 180-27 and 180-38) and NYS DEC regulations in regard to this action.

Reviewed by: _____
 Town Board approval date: _____
 Approved by: _____
Building Inspector

Issue Date: _____
 Permit #: _____

- 1) This signature constitutes approval and issuance of this Permit.
- 2) This application becomes a Permit when approved by Town Engineer and Building Inspector.
- 3) Town of Walworth is to be named as additional insured.

Note: Fill material must not contain petroleum or hazardous material.

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Aimee Phillips

From: Simon, Michael (MSimon@LaBellaPC.com) <MSimon@LaBellaPC.com>
Sent: Wednesday, December 1, 2021 2:11 PM
To: Norm Druschat Petree, Wes, Aimee Phillips
Subject: Top Soil Sale Lehrwood Estates

Hello all, we have reviewed the calculations/application for the current amount of topsoil onsite and what is proposed to be removed.

Current amount onsite 50,000 +/- cubic yards
Proposed amount to be removed/fault 22,000 +/- cubic yards
Balance to remain for restoration 28,000 +/- cubic yards

The amount remaining for restoration should be sufficient for both section 1 and 2.

Please fee free to call if you have any questions. Thank you. M.A.S

Michael A. Simon
LaBella Associates | Civil Regional Leader



180-603 7018 direct
180-494 6110 office
609-693 3378 cell
300 State Street, Suite 201
Rochester, NY 14614
mls@labella.com

WHEREAS, the Engineer for the Town has reviewed the application for excavation and topsoil removal from Lehrwood Estates and supports/recommends that a permit be issued according to the application;

NOW, THEREFORE BE IT RESOLVED, that the application be approved and filed and a permit to for excavation and topsoil removal be issued to Lehrwood Estates.

Adopted this 2nd day of December, 2021, at a meeting of the Town Board.

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

Resolution carried.