

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Presiding Supervisor Marini called the regularly scheduled Town Board Meeting, County of Wayne, State of New York, held at the Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY to order at 7:30 PM with the Pledge to the Flag.

PRESENT:

Patricia Marini	Supervisor
Larry Ruth	Councilman
Vaughn Pembroke	Councilman
Suzi Hawkins-Mance	Councilwoman
Judy Markowski	Councilwoman
Michael Frederes	Highway Superintendent
Susie Jacobs	Town Clerk

OTHERS PRESENT: Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Brendan Bystrak, Labella Associates, P.C. Engineer for the Town; Donald A. Young, Boylan Code LLP, Attorney for the Town; Town Newspaper Reporter, and nine (9) attendees.

MINUTES:

Motion by Councilman Ruth that the Minutes of January 2, 2014 Special Meeting and January 2, 2014 Organizational Meeting be approved as submitted by the Town Clerk.

Seconded by Councilwoman Hawkins-Mance.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

PUBLIC PARTICIPATION:

Resident from Whitney Road addressed the Board with a concern / request she and others have had with not being able to hear in the Town Meeting Room. She stated she does not know what can be done to improve the situation, but asked if the Board would consider this request.

SUPERVISOR'S REPORT:

Motion by Councilman Ruth to accept as presented the Supervisor's Report for December, 2013 and made available to the public.

Seconded by Councilwoman Markowski.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

PROCLAMATION – ROBERT J. PLANT:

The following was submitted:

TOWN OF WALWORTH

**Proclamation of Appreciation
In recognition and profound appreciation of
Distinguished service by
Robert J. Plant**

WHEREAS, Robert Plant, has always been mindful of the interests of the Town of Walworth and he has worked tirelessly to advance the Town of Walworth in its endeavors; and

WHEREAS, Robert Plant, has provided outstanding leadership and guidance to the employees and residents of the Town of Walworth; and

WHEREAS, Robert Plant, worked diligently to get sewers up Canandaigua Road at no cost to the taxpayer or the Sewer Department; and

WHEREAS, Robert Plant coordinated the elimination of half of the street lights in the Hamlet of Walworth and reduced the overall expense significantly; and

WHEREAS, Robert Plant investigated and implemented the selling of advertising in the Town Topics and reduced the cost to the taxpayers from \$2,200.00 to \$68.00; and

WHEREAS, Robert Plant sought and received grant money for sidewalks in the hamlets of West Walworth and Walworth and a stand by emergency generator at the Town Hall; and

WHEREAS, Robert Plant sought and oversaw the building of a year round lodge at Ginegaw Park; and

WHEREAS, Robert Plant held Saturday meetings around Town to meet with residents; and

WHEREAS, Robert Plant was instrumental in bringing senior housing and a Tops Market into the community; and

WHEREAS, Robert Plant participated with community volunteers and partial grant money to replace much needed playground equipment in Ginegaw Park; and

WHEREAS, Robert Plant worked as part of a team at the Town and County level to bring your tax dollars back to Walworth from the State and County; and

WHEREAS, Robert Plant, faithfully and with honor, integrity and great distinction served as a Town Board member of the Town of Walworth for eight years; and

WHEREAS, Robert Plant, has provided valuable support to residents, staff and administration as the Town Supervisor of the Town of Walworth for eight years; and

WHEREAS, Robert Plant's character and dedication are an inspiration and good example for us all;

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

WHEREAS, it is the sense of the Walworth Town Board that we should give special recognition to those who work so diligently for the betterment of the communities;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Walworth extends its profound appreciation to Robert Plant for the outstanding work he has performed and the many years of service he has given to the Town of Walworth.

Patricia Marini, Supervisor
TOWN OF WALWORTH

Dated January 16, 2014

TOWN BOARD MEMBERS

Larry Ruth **Suzi Hawkins-Mance**
Vaughn Pembroke **Judy Markowski**

Motion by Councilwoman Hawkins-Mance authorizing the Supervisor to sign the Proclamation.

Seconded by Councilman Ruth.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

PROCLAMATION – THOMAS YALE:

The following was submitted:

TOWN OF WALWORTH

**Proclamation of Appreciation
To Thomas Yale**

WHEREAS, Thomas Yale, has always been mindful of the interests of the Town of Walworth and he has worked tirelessly to advance the Town of Walworth in its endeavors; and

WHEREAS, Thomas Yale, has provided outstanding leadership and guidance to the residents of the Town of Walworth; and

WHEREAS, Thomas Yale, has provided valuable support to residents as a Town Board member of the Town of Walworth from 1998-2013 (16 years) and a Planning Board Member from 1992-1998 (7 years); and

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

WHEREAS, Thomas Yale, faithfully and with honor served as a Chairman of the Economic Development Committee and Comprehensive Plan Committee of the Town of Walworth; and

WHEREAS, Thomas Yale has served with great distinction on the Wayne County Health Advisory Board and the Wayne County United Way Board; and

WHEREAS, Thomas Yale served with great respect on the Wayne County American Red Cross board from 2001-2009 (9 years); and

WHEREAS, Thomas Yale, currently serves with integrity as a member of the Town of Walworth Fire Department; and

WHEREAS, it is the sense of the Walworth Town Board that we should give special recognition to those who work so diligently for the betterment of the communities;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Walworth extends its profound appreciation to Thomas Yale for the outstanding work he has performed and the many years of service he has given to the Town of Walworth.

TOWN BOARD

MEMBERS

Patricia Marini, Supervisor

TOWN OF WALWORTH

**Larry Ruth Suzi Hawkins-Mance
Vaughn Pembroke Judy Markowski**

Dated January 16, 2014

Motion by Councilman Ruth authorizing the Supervisor to sign the Proclamation.
Seconded by Councilman Pembroke.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

COMMITTEE REPORTS:

Council members reported on their respective committees with the following Town Board actions:

HIGHWAY:

The following was submitted:

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

DATE: January 16, 2014
 TO: Walworth Town Board Members
 FROM: Michael J. Frederes- Town of Walworth Highway Superintendent
 RE: -Deputy Highway Supt. Appointment
 -Permission to attend Advocacy Day
 -Permission to prepare Specifications and go to Bid for Tractor and Mowers

Dear Board Members:

Item 1: I recommend that Kevin Switzer be appointed as Deputy Highway Superintendent for 2014.

Item 2: I request permission to attend Advocacy Day in Albany on March 4th and 5th. The only cost will be \$75.00 for a shared room. Once again we will be sharing rides and I will cover my own meals. Last year we received a sizable increase in our C.H.I.P.S payment (almost \$26,000). I feel we need to keep our strong presence in Albany felt as there are hundreds of other lobbyist groups all after limited monies. This is a budgeted item under line A5010.41.

Item 3: I request permission to prepare specifications and go to bid for a tractor and mowers. This is a budgeted item under line DA5130.22

Thank you for your consideration of these matters.

Mike
 Mike Frederes
 Town of Walworth Highway Superintendent

**HIGHWAY – DEPUTY HIGHWAY SUPERINTENDENT APPOINTMENT –
KEVIN SWITZER:**

Mike Frederes stated he is appointing Mr. Kevin Switzer, as Deputy Highway Superintendent for 2014.

**HIGHWAY - RESOLUTION 22-14 AUTHORIZING ATTENDANCE AND
PREPAY FOR ADVOCACY DAY, ALBANY, NY:**

Councilwoman Hawkins-Mance offered the following Resolution 22-14 and moved its adoption. Seconded by Councilman Ruth to wit:

RESOLVED, that Mike Frederes, Highway Superintendent be authorized to attend Advocacy Day in Albany March 4th & 5th, for an amount not to exceed \$75.00, from Budgeted line A5010.41 as requested.

Patricia Marini, Walworth Town Supervisor
Walworth Town Board Members

Re: Training Request

The Finger Lakes Water Works Conference Annual Business Meeting will be held on Thursday, February 6, 2014 at Club 86, Avenue E in Geneva, New York.

I am requesting Town Board approval for Tim McMullen, John Pagliuso and myself to attend. The cost is \$22.00 per person, for a total of \$66.00 to be expended from budget line SS8110.41.

All fees must be pre-paid and be received no later than noon on Friday, January 24, 2014. All attendees will receive an attendance certificate. Continuing education credits will be applied.

Thank you,

Rob Burns,
Sewer Superintendent

Councilman Pembroke offered the following Resolution 24-14 and moved its adoption. Seconded by Councilman Ruth to wit:

RESOLVED, that Rob Burns, Sewer Superintendent, Tim McMullen and John Pagliuso are authorized to attend the Finger Lakes Water Works Conference Annual Business Meeting as requested and prepay from budged line SS8110.41. Continuing education credit will be applied.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

TOWN CLERK – OFFICE PRINTER DISCUSSION:

Discussion ensued.

TOWN CLERK – RESOLUTION 25-14 AUTHORIZING THE PURCHASE OF A PRINTER FOR THE TOWN CLERK’S OFFICE IF FUNDS CAN BE ALLOCATED:

Discussion ensued.

Councilman Ruth offered the following Resolution 25-14 and moved its adoption. Seconded by Councilwoman Hawkins-Mance to wit:

RESOLVED, authorizing the purchase of a new printer for the Town Clerk’s Office if funds can be allocated for an amount not to exceed \$958.00. Quote #2458 from Integrated Systems on file.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**JUSTICE COURT – CERTIFICATE OF COMPLETION CONTINUING
EDUCATION FOR HON. YOUNG AND HON. MAJCHRZAK, JR.:**

The following was submitted:

**UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK
CERTIFICATE OF COMPLETION
CONTINUING JUDICIAL EDUCATION PROGRAM**

I, A. Gail Prudenti, Chief Administrative Judge of the Courts of the State of New York, DO HEREBY CERTIFY, that in accordance with the Rules of the Chief Judge of the Court of Appeals, 22 NYCRR 17.2

Hon. Charles J. Young

has successfully completed the 2013 Continuing Judicial Education Program offered by the New York State Unified Court System.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Unified Court System of the State of New York this 30th day of December, 2013, in the City of New York.

Handwritten signature of A. Gail Prudenti in cursive ink.

Chief Administrative Judge

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK
CERTIFICATE OF COMPLETION
CONTINUING JUDICIAL EDUCATION PROGRAM**

I, A. Gail Prudenti, Chief Administrative Judge of the Courts of the State of New York, DO HEREBY CERTIFY, that in accordance with the Rules of the Chief Judge of the Court of Appeals, 22 NYCRR 17.2

Hon. Daniel P. Majchrzak Jr.

has successfully completed the 2013 Continuing Judicial Education Program offered by the New York State Unified Court System.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Unified Court System of the State of New York this 30th day of December, 2013, in the City of New York.

Chief Administrative Judge

Motion by Councilwoman Hawkins-Mance to accept and file.
Seconded by Councilman Ruth.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**BUILDING – RESOLUTION 26-14 AUTHORIZE ATTENDANCE TO FINGER
LAKES BUILDING OFFICIALS ASSOCIATION, INC. – NORM DRUSCHEL:**

The following was submitted:



INVOICE

January 16, 2014

INVOICE No: NY0004210 - 2014

Payable To:
FLBOA
ANDY SUVEGES
3100 ATLANTIC AVENUE
PENFIELD NY 14526
Phone: 585-340-8635

Attendee:
NORMAN DRUSCHEL
3600 LORRAINE DRIVE
WALWORTH NY 14568

Attendance at The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 17-20, 2014	\$390.00
---	----------

TOTAL AMOUNT DUE	\$390.00
-------------------------	-----------------

PLEASE MAKE CHECKS PAYABLE TO: FLBOA

TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Registrar: Andy Suveges

Email: suveges@penfield.org
Fax: 585-223-5466

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Councilman Pembroke	Aye
Councilwoman Hawkins-Mance	Aye
Councilwoman Markowski	Aye

Resolution carried.

RECREATION:

The following was submitted:

**TOWN OF WALWORTH
PARKS & RECREATION DEPARTMENT
3600 Lorraine Drive
Walworth NY 14568**

Jacqueline VanLare, Director of Parks and Recreation
walrec@townofwalworthny.gov

315-986-1400 PHONE
315-986-1440 FAX

January 16, 2014

Attention:
Patricia Marini, Walworth Town Supervisor
Walworth Town Board Members

Re: Town Board meeting January 16, 2014

Please see the following items that require Town Board authorization for which I would like to request approval.

- Authorization for the Town Supervisor to sign the contract with Group Therapy Country Grass Band for our senior citizen picnic on Tuesday, August 12, 2014 for an amount of \$200.00 to be expended from budget line A7620.41.
- Authorization and pre-payment to attend the Western NY Regional Conference on Thursday, February 13 at the Perinton Community Center, 1350 Turk Hill Road, Fairport NY from 10:00am until 3:30pm at a cost of \$35.00 to be expended from budgeted line A7310.44.
- Town Board approval for WOWEE (World of Wildlife Educational Encounters) to rent the Lodge at Ginegaw Park for the purpose of a fundraising event.

Respectfully submitted,

Jacqueline VanLare
Director of Parks and Recreation

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

RECREATION – RESOLUTION 25A-14 AUTHORIZING THE TOWN SUPERVISOR TO SIGN THE CONTRACT WITH GROUP THERAPY COUNTRY GRASS BAND – SENIOR CITIZENS PICNIC:

Councilwoman Hawkins-Mance offered the following Resolution 25A-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

RESOLVED, that the Town Supervisor be authorized to sign the contract with Group Therapy Country Grass Band for the Senior Citizen picnic as requested. This is budgeted item from A7620.41

Adopted this 16th day of January 2014 at a meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

RECREATION – RESOLUTION 25B-14 AUTHORIZING ATTENDANCE AND PREPAY REGISTRATION FOR THE WESTERN NY REGIONAL CONFERENCE – JACQUELINE VANLARE:

Councilman Ruth offered the following Resolution 25B-14 and moved its adoption. Seconded by Councilwoman Hawkins-Mance to wit:

RESOLVED, authorizing Jacqueline VanLare, Director of Parks and Recreation attend the Western NY Regional Conference as requested. This is a prepay budgeted item from A7310.44.

Adopted this 16th day of January 2014 at a meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

PARKS – RESOLUTION 25C-14 AUTHORIZATION FOR FUNDRAISER AT THE LODGE - WOWEE

Councilwoman Hawkins-Mance offered the following Resolution 25C-14 and moved its adoption. Seconded by Councilman Pembroke to wit:

RESOLVED, that World of Wildlife Educational Encounters is authorized to host a Fundraiser Event at the Lodge at Ginegaw Park on May 25, 2014.

Adopted this 16th day of January 2014 at a meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

APPROVAL OF ABSTRACT #1:

The following was submitted.

To: Walworth Town Board
 From: Jean Johnson, Town Comptroller
 Date: 16-Jan-14
 Re: Abstract #1

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:

Voucher Numbers #1-111

General Fund	\$92,151.78	**
Highway Fund	\$70,382.77	
Sewer Fund	\$46,994.93	
Park Special Revenue Fund	\$1,448.79	
Walworth Light District	\$488.22	
Harvest Hill Light District	\$477.50	
Gananda Light District	\$0.00	
Brookside Light District	\$11.46	
Orchard View Light District	\$123.88	
Walworth Drainage	\$5,000.00	
Gananda Sidewalk District	\$209.40	
 Total Abstract #12 Payments	 \$217,288.73	

Voucher Numbers #1-6

Trust & Payroll	\$21,682.70
-----------------	-------------

Checks will be issued on January 17, 2014.

** Voucher #34 re-entered after removal by Board in December

Motion by Councilman Pembroke to approve Abstract #1 as submitted.
 Seconded by Councilwoman Markowski.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

Motion carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**RESOLUTION 13-14 AUTHORIZING THE TOWN SUPERVISOR TO SIGN
THE AGREEMENT BETWEEN THE TOWN OF WALWORTH AND THE
WALWORTH AMBULANCE, INC. FOR 2014:**

The following was submitted:

AGREEMENT

THIS AGREEMENT, made the ___ day of _____, 2014, by and between the Town of Walworth, a municipal corporation situated in the County of Wayne, State of New York (hereinafter "Town"), and Walworth Ambulance, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Walworth, New York (hereinafter "Ambulance").

WITNESSETH

1

WHEREAS, Ambulance is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and for the purpose of operating, conducting, and maintaining an emergency ambulance service to serve the persons in the town of Walworth; and

WHEREAS, in order to defray the cost of purchasing and maintaining an ambulance and other equipment and to defray the overhead expense of operating said ambulance services, it is necessary for Ambulance to receive payments from municipalities as well as user fees for services; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Town.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide Town an ambulance staffed with volunteers, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Town of Walworth.
- (b) Such provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall commence on the 1st day of January 2014 and shall continue for a period of one (1) year unless sooner terminated as herein provided.

3. COMPENSATION

Town shall pay that amount as provided for in **Schedule A**, no later than March 15 of the contract year.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Town and Ambulance have attempted to calculate the portion of user fees that are attributable to any Town resident-user's share of insurance payments. Town agrees to pay as part of an up front contract fee, an estimated amount of the resident-user's portions of insurance to Ambulance so that users who are residents of the entire corporate limits of Town do not have to pay them directly. Town also agrees to pay Ambulance an annual sum on top of such insurance related fees to permit Ambulance to have sufficient funds to operate, and both amounts are included in the annual fees payable under this Agreement.

4. REPORTING REQUIREMENTS

Ambulance shall submit annual reports to Town containing the following information, no later than January 31 (of the following contract year) for the prior twelve month period:

- (a) Number of requests for ambulance assistance received
- (b) Number of responses by Ambulance to each of those requests for assistance

5. RECOGNITION OF LIMITATIONS

Town recognizes that in some or all cases, only a limited number of volunteers may be available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries.

6. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00). Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits or appropriate insurance to provide for such benefits, as required by such law.

7. BILLING

Town recognizes that Ambulance bills patients directly for services and transportation it renders and approves of this practice. Ambulance may collect these fees directly. Ambulance shall not bill any user who is also a resident of Town for any co-payment, but shall bill or pursue a user or third party insurer for any insurance portion owed by the user, or for 80% of any deductible due from the user. Nothing herein shall require Ambulance to waive any co-payments or deductibles for non-residents.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Ambulance is also permitted to obtain the insurance amount directly from the insurance company of a resident or non-resident. Ambulance reserves the right to initiate legal action against any person who does not tender payment for Ambulance's services without interference from Town. Delinquency shall be defined as more than ninety (90) days from the date of billing. Attached as **Schedule B** is the list of user fees Ambulance may bill. Incorporated by reference into **Schedule B** and this Agreement are any rates paid by any government, private employer-based or third-party insurance.

8. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects Ambulance or its employees to the supervision and control of the town nor creates municipal liability on behalf of the Town.

9. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. The Town will not require Ambulance to release any patient's medical information without a proper judicial subpoena as required by New York State law.

10. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a year-to-year basis as set forth in this Agreement unless and until the parties enter into a subsequent written Agreement. Should Town desire to cancel the Agreement, Town must provide Ambulance written notice at least sixty (60) days before the expiration of the Agreement.

11. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. Town agrees to defend, indemnify and hold Ambulance harmless for any claim arising from Ambulance's failure to provide any services to any person within the Town's boundaries after this Agreement expires or terminates.

12. GROUNDS FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides seven (7) days written notice to the

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Town of the date it will stop providing services;

- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need, the loss of operating permits or licenses, or the cessation of its corporate existence;

13. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

14. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

15. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

16. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

17. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

18. BINDING EFFECT

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

19. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Wayne in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

21. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

22. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words “hereof” and “herein” and “hereafter” shall refer to the entire Agreement and not to any provision or section.

23. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Adopted this 16th day of January 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**RESOLUTION 14-14 ADOPTION OF THE TOWN OF WALWORTH
PROPOSED FEE SCHEDULE – 2014:**

The following was submitted and discussion ensued.

TOWN OF WALWORTH FEE SCHEDULE – 2014:

ASSESSING: Nothing at this time

TOWN CEMETERY FEES:

BURIAL COST	Excavating - Full Size Box with Vault	\$600.00
	Excavating - Cremations	\$200.00
	Excavating - Babies	\$250.00
SALE OF LOTS	Per Grave Site	\$500.00
	Half Lot (4 grave sites)	\$2,000.00
	Full Lot (8 grave sites)	\$4,000.00
FOUNDATIONS	Single Stone or Marker (12 X 24)	\$175.00
	Double Stone or Marker (14 x 36)	\$350.00
	Special Size (Exceeds double size)	.50/sq in
DIS-INTERMENTS	Full Size & Children	\$800.00
	Cremations	\$200.00

HOME OCCUPATION:

Major - \$100.00

If the review fee exceeds the \$100.00 charge, the applicant will be invoiced for the amount exceeding the fee paid at the time application to be heard.

Minor - \$25.00

HIGHWAY DEPARTMENT:

Nothing at this time.

RECEIVER OF TAXES:

Nothing at this time.

TOWN RETURN CHECK FEE:

\$20.00

PARKS & RECREATION FEES*:

Lodge – resident fee -
\$150.00

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Lodge – non-resident fee

\$ 200.00

Open air pavilion – resident fee

\$ 35.00

Open air pavilion – non-resident

\$ 60.00

*Can be superseded by an adopted Town Board Resolution

SEWER:

Application/connection

\$800.00

Inspection fee

\$50.00

Sewer rates – as set by Local Law

TOWN CLERK FEES:

Marriage

\$40.00

Certified copies B D & M

\$10.00

Genealogy requests

\$22.00

Zoning maps

11x14 – \$2.50

24x36 - \$20.00

Foil – Fees prescribed by law

DOGS:

Spayed / neutered local fee

\$9.00 + applicable State fee \$1.00 (\$10.00)

un-spayed / un-neutered

\$16.00 + applicable state fee \$3.00 (\$19.00)

Service dogs – spayed / neutered

Exempt + applicable State fee \$1.00

Service dogs – un-spayed / un-neutered

Exempt + applicable State fee \$3.00

Purebred Licenses -

1-10 dogs - \$30.00 + applicable State fees

11-25 dogs - \$55.00 + applicable State fees

26 & up - \$105.00 + applicable State fees

Replacement tag -

\$3.00

Late fee after 60 days -

\$5.00 / per dog

Enumeration fee -

To be established by Town Board

Impound fees -

1st pick-up fee - \$25.00 + applicable license fees + \$20.00 per day

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

2nd pick-up fee - \$50.00 + applicable license fees + \$40.00 per day
3rd pick-up fee - \$75.00 + applicable license fees + \$50.00 per day

BUILDING FEES:

1. Dwellings on one-lot developments. \$428.00
2. Multi-family dwellings. (Two units) \$567.10 plus an additional \$100.00 for each unit in excess of two.
3. Farm buildings. \$96.30
4. Commercial & Industrial Buildings & Additions. \$0.10 psf or minimum of \$250.00
5. Additions to existing homes. \$342.40
6. Renovations, Alterations, Reconstruction, Change of use & Additions to Non-Commercial or Industrial. \$250.00 or \$0.10 psf whichever is greater.
7. Installation and/or replacement of Accessory Buildings. \$74.90
8. Wood Stove Installation & Chimney. \$85.60
9. Wood Stove and/or Chimney Re-inspection. \$21.40
10. Wood Stove Maintenance Insp. \$42.80
11. Septic System-New Home. \$53.50 plus \$53.50 for each re-inspection.
12. Installation of Swimming Pool. \$53.50 plus \$53.50 for each re-inspection.
13. Decks, Breezeways & Carports. \$96.30
14. Roofs. \$32.10
15. Demolition of Buildings. \$64.20
16. Residential Tower, Antenna, Windmill or any Green Power. \$74.90
17. Installation of Mobile Home. \$117.70
18. Pole Barns. \$107.00
19. Fireplace Installation Gas/Wood. \$74.90
20. Installation of Hot Tubs. \$53.50 plus \$100 refundable escrow after electrical inspection.
21. Modify Home or Finish Basement. \$128.40 plus \$100 refundable escrow after final inspection.
22. Installation of Sunroom. \$117.70 plus \$100 refundable escrow after electrical inspection.
23. Installation/Repair of Residential Standby Generators & Transfer Switches. \$53.50 plus \$100 refundable escrow after electrical inspection.
24. Installation/Repair of Standby Generators Commercial. \$128.40 plus \$250 refundable escrow after electrical inspection.
25. Installation /Repair of Electrical Transfer Switches. \$96.30 plus \$250 refundable escrow after electrical inspection.
- Re-inspection Fee \$50.00
26. Installation of Manufactured Home on a Residential Lot. \$181.90 plus \$75 septic inspection.
27. Emergency Egress Window. \$74.90
28. Replacement Windows. \$53.50
29. Electrical Work (Outside Entity). \$32.10 plus \$100 refundable escrow after final inspection.
30. Replacement Water Heater and/or

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Furnace.	\$42.80
31. Whole House Air Conditioning Units.	\$42.80
32. 911 Required Reflective Numbers.	\$25.00
33. Park and Recreation Fees.	\$650.00
34. If Construction Started and/or Completed Prior to Issuance of Required Permit.	All fees as set forth within § 180-58 plus an additional \$100.00
	Administrative Fee.
35. Renewal of a prior issued permit. administrative fee.	Current Permit Fee plus a \$100.00
36. No Site or Subdivision of Property And no other fees identified a Research Fee shall be charged.	\$35.00 plus \$50 each for any field inspections required.
37. Research Fee for requests for Information regarding permits, Issued, inspections made, etc.	\$25.00

ESCROW FEES:

The following escrows will be submitted to the Town Clerk with an application for the following building permits:

1. In addition to the building permit fee to build a new home and/or Manufactured Home on a residential lot: an additional sum of \$500 shall be collected. The applicant must complete all construction, final cleanup, grading, ground cover, driveway work in the right-of-way or other special right-of-way work or any and all other work as required by the permit and/or building inspector. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
2. In addition to the building permit fee to build on a commercial/industrial lot: an additional sum of equivalent to ½ of the building permits, but not less than \$1,500 shall be collected. The applicant must complete all construction (including new buildings, alterations or additions), final cleanup, grading, ground cover, driveway work in the right-of-way or other special right-of way work or any and all other work as required by the permit and/or building inspector. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
3. In addition to the building permit fee to build an above ground swimming pool in residential zoning districts; an additional escrow fee of \$100 shall be collected. For an in-ground pool an additional escrow fee of \$250 shall be collected. The escrow fee shall be retained until receipt by the building office the electrical inspection certificate and the Building Inspector has issued a Certificate of Occupancy or a Certificate of Compliance.
4. In addition to the building permit fee for the replacement of a Manufactured Home in a licensed manufactured home park; an additional escrow fee of \$650 shall be collected. The escrow funds shall be retained until the Building Inspector has issued a Certificate of occupancy or Certificate of Compliance.

REVIEW FEES:

For each application pertaining to which subdivision and/or site plan approval is requested in residential development for:

1. 1 or 2 lots or parcels. \$450
2. 3 lots or parcels. \$675
3. 4 lots or parcels. \$1,200
4. 5 lots or parcels. \$1,500
5. 6 lots or parcels. \$1,800
6. 7 lots or parcels. \$2,100
7. 8 lots or parcels. \$2,400
8. 9 lots or parcels. \$2,700
9. 10 lots or parcels and above @ \$350 each lot or parcel.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

A) \$500 Special Use Permit application fee and in addition see § 151-44 Review Fees, reimbursement of consultation fees and § 151-45 Inspection fees.

B) \$225 for each lot or parcel, resulting from the subdivision of residential or non-residential land without site plan review and/or the approval to construct a structure.

C) \$100 per 100 square feet of building area applied for in any non-residential development and in addition to those fees per § 151-44. Review Fees.

D) An administration fee of \$100.

If as part of an application for preliminary subdivision approval or site plan approval, a percolation test is required, the applicant shall pay to the Town with the application a percolation test fee in accordance with the following schedule:

a) In the case where the percolation test and/or deep-hole test is to be witnessed by a consulting Engineer engaged by the Town, the fee shall be as billed plus any administrative fees.

b) In the case where the percolation test and/or deep-hole test is to be witnessed by a Town Official, the fee shall be \$125 per residential lot or \$125 each test location for a non-residential parcel.

ZONING BOARD OF APPEALS:

A written application, together with the fee for an appeal of \$50 for residential and \$125 for a business application for an appeal.

Councilwoman Hawkins-Mance offered the following Resolution 14-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

WHEREAS, the Town of Walworth has established a Local Law Article III – to Chapter 1 of the Walworth Town Code – Establish and Modify Town Fees by Resolution, Adopted 5th of March, 2009; and

WHEREAS, the Town Board of the Town of Walworth has reviewed Department Head recommendations and wishes to adopt the Town of Walworth Fee Schedule - 2014.

BE IT RESOLVED, the Town of Walworth Fee Schedule – 2014 be adopted and become effective.

Adopted this 16th day of January, 2014 at the meeting of the Town Board.

Discussion ensued.

Roll call vote:	Supervisor Marini	Nay
	Councilman Ruth	Nay
	Councilman Pembroke	Nay
	Councilwoman Hawkins-Mance	Nay
	Councilwoman Markowski	Nay

Resolution failed.

RESOLUTION 28-14 ADOPTION OF THE TOWN OF WALWORTH FEE SCHEDULE WITH MODIFICATIONS TO THE DOG LICENSE FEES:

Councilwoman Hawkins-Mance offered the following Resolution 28-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

TOWN OF WALWORTH FEE SCHEDULE – 2014:

ASSESSING: Nothing at this time

TOWN CEMETERY FEES:

BURIAL COST	Excavating - Full Size Box with Vault	\$600.00
	Excavating - Cremations	\$200.00
	Excavating - Babies	\$250.00
SALE OF LOTS	Per Grave Site	\$500.00
	Half Lot (4 grave sites)	\$2,000.00
	Full Lot (8 grave sites)	\$4,000.00
FOUNDATIONS	Single Stone or Marker (12 X 24)	\$175.00
	Double Stone or Marker (14 x 36)	\$350.00
	Special Size (Exceeds double size)	.50/sq in
DIS-INTERMENTS	Full Size & Children	\$800.00
	Cremations	\$200.00

HOME OCCUPATION:

Major - \$100.00

If the review fee exceeds the \$100.00 charge, the applicant will be invoiced for the amount exceeding the fee paid at the time application to be heard.

Minor - \$25.00

HIGHWAY DEPARTMENT:

Nothing at this time.

RECEIVER OF TAXES:

Nothing at this time.

TOWN RETURN CHECK FEE:

\$20.00

PARKS & RECREATION FEES*:

Lodge – resident fee -

\$150.00

Lodge – non-resident fee

\$ 200.00

Open air pavilion – resident fee

\$ 35.00

Open air pavilion – non-resident

\$ 60.00

*Can be superseded by an adopted Town Board Resolution

SEWER:

Application/connection

\$800.00

Inspection fee

\$50.00

Sewer rates – as set by Local Law

TOWN CLERK FEES:

Marriage

\$40.00

Certified copies B D & M

\$10.00

Genealogy requests

\$22.00

WALWORTH TOWN BOARD – REGULAR MEETING**16 JANUARY 2014**

Zoning maps
 11x14 – \$2.50
 24x36 - \$20.00

Foil – Fees prescribed by law

DOGS:

Spayed / neutered local fee
\$9.00 + applicable State fee \$1.00 (\$10.00)
un-spayed / un-neutered
\$16.00 + applicable state fee \$3.00 (\$19.00)

Service dogs – spayed / neutered
 Exempt + applicable State fee \$1.00
 Service dogs – un-spayed / un-neutered
 Exempt + applicable State fee \$3.00

Purebred Licenses -
 1-10 dogs - \$30.00 + applicable State fees
 11-25 dogs - \$55.00 + applicable State fees
 26 & up - \$105.00 + applicable State fees

Replacement tag -
 \$3.00

Late fee after 60 days -
 \$5.00 / per dog

Enumeration fee -
 To be established by Town Board

Impound fees -
 1st pick-up fee - \$25.00 + applicable license fees + \$20.00 per day
 2nd pick-up fee - \$50.00 + applicable license fees + \$40.00 per day
 3rd pick-up fee - \$75.00 + applicable license fees + \$50.00 per day

BUILDING PERMIT FEES:

Building permit shall be issued only after payment of the applicable fee or fees set forth from time to time by the Town Board Resolution and on file in the office of the Town Clerk, except when waived by the Town Board.

1. Dwellings on one-lot developments: \$150 per unit, plus an additional \$0.10 per square foot over 2,500 square feet, plus \$75 septic inspection. See Escrow Fees.
2. Multifamily dwellings: \$400, plus \$50 per unit in excess of three units.
3. Farm buildings, if permit required: \$1 per 100 square ft. with a minimum charge of \$50 dollars.
4. Commercial and industrial buildings and additions thereto: \$250 per application or \$0.10 cents per square foot (whichever is greater). See Escrow Fees.
5. Additions to existing residential buildings: \$75 per application.
6. Renovations, alterations, reconstruction, change of use and additions to nonresidential (Commercial) buildings: \$250 per application or \$0.10 cents per square foot (whichever is greater).
7. Installation and/or replacement of accessory buildings, except for pole barns and barns (see #21 of this schedule): \$50 each building.
8. Installation and/or replacement of a telecommunications tower, the replacement and/or addition of an accessory building on the same site as the telecommunications tower whether the owner of the telecommunications tower or a co-located user (shared use): \$1000.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

9. Installation of any additional antenna on an existing telecommunications tower whether the owner of the telecommunications tower or a co-located user (shared use): \$750.
10. Wood stove installation and/or replacement and simultaneous chimney inspection: \$50 each and an additional charge of \$40 for each re-inspection.
11. Chimney / wood stove / property maintenance inspection: \$40 each.
12. Septic system inspection for new repair or replacement: \$75 each and an additional charge of \$30 for each inspection in excess of two inspections pursuant to the same permit application.
13. Park and recreation fee: \$650 per dwelling unit.
14. In the event construction is commenced and/or completed before a building permit is issued payment of all fees as set forth in various subsections within §180-58E, the applicant shall pay the appropriate building fees, plus an additional \$100.00 administrative fee.
15. Installation or replacement of swimming pools in residential zoning districts: \$50 each and an additional charge of \$30 for each additional inspection. See Escrow Fees.
16. Installation and/or replacement of decks, breezeways, roofs, and carports: \$50 each.
17. Demolition of a building: \$75 each.
18. Installation and/or replacement of a residential tower antenna or windmill or any green power application: \$50 each.
19. Placement and/or replacement of a mobile home in a licensed mobile home park; \$100 per unit. See Escrow Fees.
20. Renewal of a prior issued building permit: 100% of the current (original + postage) permit fee or a minimum charge of \$50 dollars plus postage.
21. Installation and/or replacement of a pole barn / barn buildings: \$1 per 100 square feet with a minimum of \$50.
22. In instances where there is no site plan or subdivision of property and no other application fee provided Research Fee: a minimum fee of \$35 and an additional \$50 for each field inspection.
23. Fireplace installation: \$50.
24. Installation and/or replacement of a hot tub: \$50, plus \$100 to be paid in escrow to guarantee final inspection after completion of the work, which said monies will be refunded upon final inspection.
25. Modification of home and finishing basement: \$50, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
26. Installation and/or replacement of an enclosed porch or sunroom: \$50.
27. Installation and/or repair of standby residential generators: \$50, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
28. Installation and/or repair of standby commercial/industrial generators: \$150, plus \$250 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
29. Installation and/or repair of an electrical transfer switches: \$50, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
30. Manufactured home on private lot: \$150, plus an additional \$0.10 per square foot over 2500 square feet, plus \$75 septic inspection fee. See Escrow Fees.
31. Adding emergency egress window and window well: \$50.
32. Tear off/ reroof: \$50.
33. Replacement windows: \$50.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

34. Electrical work (requiring an outside entity): \$40, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
35. Replacement water heaters: \$40.
36. Replacement furnaces: \$40.
37. Air-conditioning units: \$40
38. 911 Reflective House, Numbers \$25 dollars.

ESCROW FEES:

The following cash escrows will be submitted to the Town Clerk with an application for the following building permits:

1. In addition to the building permit fee to build a new home and/or Manufactured home on a residential lot: the additional sum of \$500 shall be collected. The applicant must complete all construction, the proper final cleanup, grading, ground cover, driveway work in the right-of-way or other special right-of-way work or other work to be as required by the permit. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
2. In addition to the building permit fee to build on a commercial/industrial lot: an additional escrow fee equivalent to ½ of the building permits, but not less than \$1,500 shall be collected. The applicant must complete all construction (including new buildings, alterations or additions), the proper cleanup, grading, ground cover, driveway work in the right-of-way or other special right-of-way work or other work as required by the permit. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
3. In addition to the building permit fee to build an above ground swimming pool in residential zoning districts; an additional escrow fee of \$100. The escrow funds shall be retained until receipt by the town of the electrical inspection certificate and the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance. For an in-ground pool an additional escrow fee of \$250 dollars shall be collected. The escrow funds shall be retained until receipt by the town of the electrical inspection certificate and the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance.
4. In addition to the building permit fee for the replacement of a Manufactured Home in a licensed manufactured home park; an additional escrow fee of \$650 shall be collected. The escrow funds shall be retained until the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance.

REVIEW FEES:

For each application pertaining to which subdivision and/or site plan approval is requested in residential development for:

- 1 or 2 lots or parcels - \$450
- 3 lots or parcels - \$675
- 4 lots or parcels - \$1,200
- 5 lots or parcels - \$1,500
- 6 lots or parcels - \$1,800
- 7 lots or parcels - \$2,100
- 8 lots or parcels - \$2,400
- 9 lots or parcels - \$2,700
- 10 lots or parcels and above @ \$350 each lot or parcel

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

- A) \$500 Special Use Permit application fee and in addition see §151.44 Review Fees, reimbursement of consultation fees and §151.45 Inspection fees.
- B) \$225 for each lot or parcel resulting from the subdivision of residential or non-residential land without the approval to construct a structure.
- C) \$100 per 100 square feet of building area applied for in any non-residential development and in addition see §151.44 Review fees.
- D) an administration fee of \$100.

If as part of an application for preliminary subdivision approval or site plan approval, a percolation test is required, the applicant shall pay to the Town with the applicant’s application a percolation test fee in accordance with the following schedule:

- a) In the case where the percolation test and/or deep-hole test is to be witnessed by a consulting Engineer engage by the Town, the fee shall be as billed.
- b) In the case where the percolation test and/or deep-hole test is to be witnessed by a Town Official, the fee shall be \$100 per residential lot or \$100 each test location for non-residential parcel.

ZONING BOARD OF APPEALS:

A written application, together with the fee for an appeal of \$50 for residential and \$100 for a business application for a variance.

Councilwoman Hawkins-Mance offered the following Resolution 28-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

WHEREAS, the Town of Walworth has established a Local Law Article III – to Chapter 1 of the Walworth Town Code – Establish and Modify Town Fees by Resolution, Adopted 5th of March, 2009; and

WHEREAS, the Town Board of the Town of Walworth has reviewed Department Head recommendations and wishes to adopt the Town of Walworth Fee Schedule – 2014 with modifications to the dog fees.

BE IT RESOLVED, the Town of Walworth Fee Schedule – 2014 be adopted and become effective.

Adopted this 16th day of January, 2014 at the meeting of the Town Board.

Discussion ensued.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**RESOLUTION 15-14 AUTHORIZING THE SUPERVISOR TO SIGN A
CONTRACT WITH CATHERINE A. TINGUE dba ADVANCED
OCCUPATIONAL SERVICES FOR EMPLOYEES DRUG & ALCOHOL
TESTING:**

The following was submitted:

CONSORTIUM/THIRD PARTY ADMINISTRATOR AGREEMENT

This Agreement (the "Agreement"), effective January 1, 2014, is made by and between Catherine A. Willmott d/b/a Advanced Occupational Services (hereinafter referred to as "Third-Party Administrator" or "TPA"), 8167 Ridge Road, Sodus, New York 14551, and **Town of Walworth** (herein referred to as "Employer"), 3600 Lorraine Dr., Walworth, NY 14568.

RECITALS

1. TPA is a services agent that provides or coordinates the provision for a variety of drug and alcohol testing services to employers. TPA will perform certain administrative tasks hereinafter specified concerning the operation of Employer's drug and alcohol testing programs. The relationship of TPA to Employer is that of independent contractor.
2. It is the intention of the parties to fully comply with 49 CFR Part 40 and Part 382 for Transportation Workplace Drug Testing Programs and Post Accident/Reasonable Suspicion Drug and Alcohol Testing.
3. The definition of terms as set forth in 49 CFR Part 40 §40.3 shall apply to this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement begins on January 1, 2014 and ends on December 31, 2014 unless sooner terminated under a provision of this Agreement.
2. **TPA Responsibilities:**
 - 2.1 TPA shall place employees of Employer that are subject to random drug and alcohol testing under 49 CFR Parts 40 and 382 in a pool facilitating scientific, random selection for required testing frequency;
 - 2.2 TPA shall be responsible for the Department of Transportation ("DOT") retention of records as required by 49 CFR §382.401 including, but not limited to, maintaining records for tests performed and the associated review process;
 - 2.3 TPA shall report the results in a management information system as required by 49 CFR §382.403;
 - 2.4 TPA shall submit reports and summaries required in accordance with 49 CFR §382.403 as requested by Employer;

Continued on next page

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

2.5 TPA shall conduct for on-site specimen collection, testing and MRO review. The random selection process performed in connection with this contract shall meet the requirements of the DOT Transportation Workplace Drug Testing Programs or Post Accident/Reasonable Suspicion Drug Testing Programs and shall include, but is not limited to:

2.5.1 Random DOT drug screens of 50% (or the amount required by law) of consortium membership during the term of this Agreement;

2.5.2 Random DOT alcohol screens of 10% (or the amount required by law) of consortium membership during the term of this Agreement.

2.6 TPA is utilizing Energetix / University Services (USERV) to perform the random selection, drawn quarterly.

2.7 Employer shall not be responsible for the failure of TPA to carry out its responsibilities.

3. Employer Responsibilities:

3.1 Employer shall have all of the responsibilities assigned to it by the DOT as set forth in 49 CFR Part 40 Subpart B – Employer Responsibilities. Employer agrees to make a good faith effort to carry out its responsibilities as required by the DOT. TPA will not be responsible for the failure of Employer to carry out its responsibilities.

3.2 Payment will be made directly to Energetix Corp. at the rates specified herein. Payment shall be due thirty (30) days after Employer’s receipt of an invoice for services rendered.

3.3 Employer will supply an employee roster listing the employee names, social security numbers and dates of birth of those employees subject to DOT random testing, which shall be confidentially maintained by TPA.

3.4 Employer will notify TPA in writing within ten (10) days of the termination of employment or addition of an employee subject to DOT testing.

3.5 Employer designates Walworth Town Supervisor to be notified of scheduled random tests. TPA will be notified immediately of any changes in this designation.

4. Charges for Services:

4.1 Random testing shall be charged at **\$58.00** per drug test and **\$27** per alcohol screen.

4.2 Post-accident and reasonable suspicion testing shall be charged at **\$110.00** per drug test and **\$50.00** per alcohol screen.

Councilwoman Hawkins-Mance offered the following Resolution 15-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

WHEREAS, the Town of Walworth performs drug and alcohol testing for employees.

RESOLVED, that the Town Supervisor of the Town Of Walworth, is hereby authorized and directed to sign the contract with the Catherine A. Tingue dba Advanced Occupational Services for drug and alcohol testing for Town employees for the year 2014.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

RESOLUTION 20-14 APPOINTMENT OF TOWN COMPTROLLER- JEAN JOHNSON:

Councilman Ruth offered the following Resolution 20-14 and appointed the following. Seconded by Councilwoman Hawkins-Mance to wit:

Town Comptroller	Jean Johnson	term expires 12/31/2015
------------------	--------------	-------------------------

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

SUPERVISOR MARINI RECUSING:

Supervisor Marini stated she is recusing from the Service Ward for West Walworth Volunteer Fire Department. Deputy Supervisor Hawkins-Mance will preside over the next item.

RESOLUTION 16-14 SERVICE AWARD – WEST WALWORTH:

Councilman Ruth offered the following Resolution 16-14 and moved its adoption. Seconded by Councilman Pembroke to wit:

WHEREAS, the 2013 Fire Department Service Certification Form for Service Award Program - Town of Walworth West Walworth Fire Department has been submitted and Council members have reviewed.

RESOLVED, that the 2013 Service Award listing from the West Walworth Fire Department as submitted be returned to the Fire Department for required posting.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Recused
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

RESOLUTION 19-14 SERVICE AWARD – LINCOLN FIRE DEPARTMENT:

Councilman Ruth offered the following Resolution 19-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

WHEREAS, the 2013 Fire Department Service Certification Form for Service Award Program - Town of Walworth Lincoln Fire Department has been submitted and Council members have reviewed.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

RESOLVED, that the 2013 Service Award listing from the Lincoln Fire Department as submitted be returned to the Fire Department for required posting.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

RESOLUTION 17-14 AUTHORIZE SUPERVISOR TO SIGN ENGAGEMENT LETTER WITH BOYLAN CODE, LLP:

The following was submitted.



January 14, 2014

Patricia Marini, Town Supervisor
Town of Walworth
3600 Lorraine Drive
Walworth, New York 14568

Re: Agreement to Provide Legal Services

Dear Supervisor Marini:

We are pleased to have the opportunity to be of service to the Town of Walworth (the "Town"), and look forward to working with you and the Town and will do our best to provide the highest quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions. I apologize beforehand for the formal nature of this letter; however, the substance of the letter is now mandated by current Rules of Court.

A. Scope of Services

The Town has asked us to represent it in connection with general municipal services. Our representation will continue until such time as our services may be terminated by the Town.

B. Staffing

David Saracino and Donald Young will be the attorneys primarily responsible for the representation. When questions or comments arise about our services, staffing, billings or other aspects of our representation, please do not hesitate to contact either of them, or me. It is important that you are satisfied with our services and responsiveness at all times.

We intend to provide quality legal services in an efficient, economical manner. At times, this may necessitate involving other firm attorneys with the requisite experience, and paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Patricia Marini, Town Supervisor
Town of Walworth
January 14, 2014
Page 2

From time to time, internal conferences may also take place among our personnel, and two or more may attend meetings or proceedings on the Town's behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work, and ultimately is more economical to you as the client.

C. Responsibilities

In reliance upon information and guidance provided by you and other Town officials, we will provide legal counsel and assistance to the Town in accordance with this letter, keep you informed of progress and developments, and respond to your inquiries.

D. Fees, Disbursements, and Other Charges

Our fees for representation in this matter will be based exclusively on the amount of time spent by attorneys and paralegals on the Town's matters, multiplied by the hourly rate quoted in the Cost Proposal section of the attached Statement of Qualifications, which we have previously provided to the Town. As set forth in our Cost Proposal, the attorney hourly rate varies depending upon the type of services performed. Although not included in our Cost Proposal, our standard paralegal hourly rate for these types of services is \$110/hr.

In addition to our fees, the Town will be responsible for payment for disbursements and out-of-pocket expenses, typically in the form of filing fees, deposition transcripts, copying costs, facsimile expenses, long-distance telephone calls and postage, etc. Any significant disbursements or out-of-pocket expenses will be discussed with you beforehand.

Our firm's statement for services rendered and for reimbursement of disbursements and out-of-pocket expenses will be invoiced to the Town on a monthly basis. Any statements for services remaining unpaid for more than 30 days will be subject to a late payment fee of 1¼% per month. Payment is expected promptly, however, should you anticipate any difficulties in timely payment, you should immediately contact me upon receipt of our billing statement and we can discuss whether an accommodation can be made.

Lastly, in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, these rules require us to advise you that, if a dispute arises about our



Boylan Code LLP

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Patricia Marini, Town Supervisor
Town of Walworth
January 14, 2014
Page 3

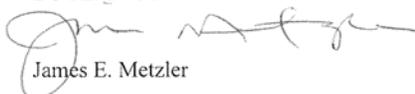
fees, you have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

If this letter correctly reflects your understanding of and your agreement to the terms and conditions of our representation of the Town, please confirm your acceptance by signing the enclosed copy in the space provided below and promptly return it to me in the self-addressed stamped envelope. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on the Town's behalf.

Again, with my apologies for the formal nature of this engagement letter, I do want to convey that we are pleased to have the opportunity to be of service and look forward to working with you to meet the Town's legal needs.

Very truly yours,

BOYLAN CODE LLP



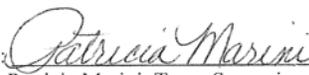
James E. Metzler

JEM/dsp

I have read and understand the terms and conditions set forth in this letter, and agree to the terms of representation by Boylan Code LLP as stated herein.

Town of Walworth, New York

Dated: 1/16/2014

By: 
Patricia Marini, Town Supervisor



Boylan Code LLP

Councilwoman Hawkins-Mance offered the following Resolution 17-14 and moved its adoption. Seconded by Councilman Ruth to wit:

RESOLVED, that the Town Supervisor is authorized to sign the engagement letter with Boylan Code LLP as submitted.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

RESOLUTION 18-14 AUTHORIZE SUPERVISOR TO SIGN CONTRACT FOR SERVICES WITH FIORENZA, FERRARA, ET AL FOR CONTRACT NEGOTIATIONS:

Councilwoman Hawkins-Mance offered the following Resolution 18-14 and moved its adoption. Seconded by Councilwoman Markowski to wit:

RESOLVED, that the Town Supervisor is authorized to sign the contract for services with Fiorenza, Ferrara, Et Al for contract negotiations for 2014.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Discussion ensued.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Nay
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

AUDIT OF TOWN RECORDS BY TOWN BOARD:

Town Board will audit the Financial Records of departments (Town Clerk, Justice Court, Tax Receiver, Town Comptroller/Chief Fiscal Officer and Sewer) scheduled for February 6, 2014.

RESOLUTION 21-14 AUTHORIZE SUPERVISOR TO SIGN ANNUAL CONTRACT FOR SOFTWARE SUPPORT – MUNICIPAL ACCOUNTING WITH WILLIAMSON LAW BOOK:

The following was submitted:

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Williamson Law Book Company
790 Canning Parkway Victor, New York 14564

January 15, 2014

Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

ANNUAL SOFTWARE SUPPORT CONTRACT

Enclosed is an invoice renewing your Software Support coverage for the following program:

Municipal Accounting

This agreement between Williamson Law Book Company (WLB) and the Town of Walworth (referred to as "customer") will provide ongoing software support and maintenance to the customer as described herein.

Williamson Law Book Company (WLB) agrees to provide the customer with:

- Support: WLB will provide support to assist in using the software. Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge (excluding any training required by the customer).

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use WLB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from WLB).

Charges for the Software Support Contract shall be \$907.50 as specified on the enclosed invoice.

*****Please sign and return one copy of this contract with your payment*****

Thank you.

Williamson Law Book Company

Accepted for the Town of Walworth

By: Title: TOWN SUPERVISOR Date: 1/16/2014

Councilwoman Hawkins-Mance offered the following Resolution 21-14 and moved its adoption. Seconded by Councilman Ruth to wit:

RESOLVED, that the Town Supervisor is authorized to sign the annual contract with Williamson Law Book for Municipal Accounting software support as submitted.

Adopted this 16th day of January, 2014, at the meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

**CORRESPONDENCE 1-14 - THANK YOU LETTER - WALWORTH FOOD
PANTRY:**

The following was submitted.

January 03, 2014

Dear Susie Jacobs and Town Hall staff,

On behalf of the Walworth Food Pantry, I would like to thank all of you for your part in providing gifts and food for our clients in the Christmas Sharing program again this year. We were able to service 22 families through generous donations such as yours.

We appreciate your continued participation in this program as we work to serve those in need in the Walworth community.

As an advance notice, the annual Walworth CROP Walk will be held on Sunday, May 4, 2014. 25% of the proceeds from that walk go directly to the Food Pantry. Other monies go to serve hunger projects at home and abroad. I hope that you might consider joining with us in this worthwhile cause. Further information will be forthcoming.

Sincerely,



Elaine Leasure

Motion by Councilwoman Marini to accept and file Correspondence 1-14 as submitted. Seconded by Councilman Pembroke.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

RESOLUTION 29-14 DECLARING OBSOLETE TOWN COMPUTERS IN STORAGE SURPLUS AND HAVE THEM DESTROYED:

Councilwoman Hawkins-Mance offered the following Resolution 29-14 and moved its adoption. Seconded by Councilman Ruth to wit:

RESOLVED, that the obsolete town computer in storage be declared surplus and destroyed.

Adopted this 16th day of January 2014 at a meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

RESOLUTION 30-14 – AUTHORIZING COUNCILWOMAN MARKOWSKI ATTEND LOCAL LEADER CONFERENCE:

Councilwoman Hawkins-Mance offered the following Resolution 30-14 and moved its adoption. Seconded by Councilman Markowski to wit:

RESOLVED, that Councilwoman Markowski to attend Local Leader Conference on April 22-24, 2014 at Minnowbrook Conference Center and prepay \$180.00 from A1010.41.

Adopted this 16th day of January 2014 at a meeting of the Town Board.

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Resolution carried.

EXECUTIVE SESSION:

Motion by Councilwoman Hawkins-Mance to enter into executive session to discuss the following items:

1. Proposed, pending or current litigation.
2. 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.
3. 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.
4. Collective bargaining negotiations / Public Safety per Article 14 of Civil Service Law.

Seconded by Councilman Pembroke.

**WALWORTH TOWN BOARD – REGULAR MEETING
16 JANUARY 2014**

Roll call vote:	Supervisor Marini	Aye
	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye

Motion carried.
Time: 8:17 PM.

RECONVENE:

Supervisor Marini reconvened the regularly scheduled meeting.
Time: 9:00 PM.

ADJOURNMENT:

Motion by Councilwoman Hawkins-Mance to adjourn.
Seconded by Councilman Ruth and unanimously carried.
Time: 9:00 PM.

Respectfully Submitted,

Susie C. Jacobs, MMC, RMC
Town Clerk