

**WALWORTH TOWN BOARD – REGULAR MEETING
18 JULY 2013**

Presiding Supervisor Plant 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:

Robert Plant	Supervisor
Patricia Marini	Councilwoman
Vaughn Pembroke	Councilman
Larry Ruth	Councilman
Tom Yale	Councilman
Michael Frederes	Highway Superintendent
Susie Jacobs	Town Clerk

OTHERS PRESENT: Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Jean Johnson, Town Comptroller; and two (2) attendees.

MINUTES:

Motion by Councilman Ruth to approve the Minutes of June 20, 2013 Meeting as presented.

Seconded by Councilwoman Marini.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale
Nays 0

PUBLIC PARTICIPATION:

Library Board of Trustee addressed the Town Board on the Walworth Seely Public Library 2013 Summer Reading Program.

SUPERVISOR'S REPORT:

Motion by Councilwoman Marini to accept as presented the Supervisor's Report for June 2013.

Seconded by Councilman Yale.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale
Nays 0

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GREYSTONE GOLF CLUB – REVIEW OF AMPLIFIED SOUND:

The following was submitted.



Grill & Tap Room



The Clark House Restaurant



Stoney's Pub

**Greystone Golf Club
1400 Atlantic Avenue**

July 15, 2013

Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568
Attention: Town Board

Greystone Golf Club would like to ask the Board to once again review the end time for amplified sound in our tent facility on Atlantic Avenue.

Since the opening of our tent area (and through the 2012 season), Greystone has been allowed to have an 11:00pm end time on weekends for amplified sound (see seasonal permits issued during this time period). As you know, the Board decided Greystone's seasonal permits were not in line with town code. An amplified sound end time of 10:00pm was forced on Greystone's tent facility for 2013 events.

Greystone's concerns today regarding this last decision:

- 1) The club's previous concerns have been confirmed. 10:00pm is too early to end for most people hosting a wedding. Wedding reception bookings are down for 2013 by 60%. There is an abundance of lost revenue and foot traffic to market to this year.
- 2) Greystone would have seriously considered NOT spending tens of thousands of dollars in 2004 on a clear span tent, brick pavers and landscaping to attract receptions had they known 11:00pm was not the actual end time allowed for this area. The permits issued each year through 2012 stated 11:00pm.

With this said, Greystone Golf Club is requesting to have their amplified sound end time returned to 11:00pm as it has been all previous years. The detailed information included here will illustrate how much our wedding business has declined since the change.

Respectfully submitted,

Michael Martin
General Manager, The Shadows & Greystone
Dolomite Products Co., Inc.

600 WHALEN ROAD • PENFIELD, NEW YORK 14526 • (585) 234-GOLF • www.234golf.com

Continued on next page.

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10:00pm End Time Effect on Greystone

WEDDING RECEPTION ACTIVITY EXPLAINED

Reception times are sold in blocks of 6 hours. This is standard in our industry:

- 1.0 - 1.5 Hours of Arrival/Cocktails/Hors d' oeuvres/Photographs
- 0.5 Hours of Introductions/Toasts/Speeches
- 1.0 – 1.5 Hours Dinner Service
- 2.5 – 3 Hours Dancing/Cocktails/Cake Service

DETERRENTS TO BOOKING AT GREYSTONE WITH A 10PM ENDING

Receptions have to start by 4:00pm or earlier. The problems this causes:

- No flexibility on our end to work with party's desired ceremony timing or vendor availability
- People in general do not want to eat dinner before 6:00pm
- Early starts do not allow time for guests to travel from work or far locations
- Brides don't want their music/dancing to end. Especially at 10:00.
- Early starts eliminate the possibility to sell Friday weddings.

WEDDINGS BOOKED

2011: 28

2012: 30

2013: 12

The early ending time rule has clearly discouraged people from booking. We've experienced 60% less bookings than 2012.

WEDDING REVENUE

The average price of a Greystone wedding (before tax & tip) in 2012 was \$7972.15

With 18 less weddings this year, the 10:00pm sound curfew clearly hurts:

- Greystone's bottom line
- Summer job creation and hired employee morale
- Greystone's ability to market itself to foot traffic - 2,000-3,000 guests lost this year that we cannot impress
- Greystone's positive word of mouth - Brides hear we close early and we are never considered as a venue option

START TIME STATISTIC

2011 & 2012: 50 of 58 wedding receptions started 4:30pm or later

People generally do not want to start eating dinner before 6:00pm. Furthermore, bridal parties most always want to party/dance later than 10:00pm.

FRIDAY BOOKINGS

2012: 9

2013: 0

People realize Fridays have to be a later start because most guests work on a weekday and get late starts for travel. Ending at 10:00pm is not an option for Friday weddings. Even offering 20% discounts on our menus did not attract one reception. People can't make it on time.

A one hour extension can make a world of difference. It gives Greystone flexibility to accommodate customers and a better chance at making a sale.

Michael Martin
July 15, 2013



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Improvements on Sound Levels & End Times

While the club still believes that volume levels to be heard by our nearest neighbors on Downs Road were not “loud” and disturbing, Greystone has made a plan to hopefully reduce this disruption in small ways. I hope our neighbors have noticed the efforts made to end amplified sound in accordance with the town’s decisions for 2012 (11pm) and now 2013 (10pm):

- We have installed a timer on the power outlets of our tent facility that shutoff at the current curfew
- We warn bridal parties at the time of booking that there is a curfew, so there is no disappointment the night of their event. (Brides tend to bargain with entertainers on the night of their party to extend their services)
- We speak with entertainment vendors upon arrival and make the town’s rules clear to them. They understand they we take it seriously and without exception.
- We experiment with setup whenever possible to adjust amplified speakers in a manner that do not point in the direction of our neighbors on Downs Road
- We try to visit Downs Road and listen for ourselves what the volume levels are at and make adjustments from there
- We instruct entertainment vendors to lower volume and bass levels as they change through the night
- Lastly, we insure that a member of our management team is present at the curfew time to make sure it all comes together as planned

Greystone has made every effort possible to not surpass the curfew. This may have been the main issue in the past for our neighbors, but please be sure the club has policies and procedures in place to end as allowed. To my knowledge there were no complaints made in 2012 and none so far for the 2013 season. With this good effort made, the club requests a return to an 11:00pm ending time.

Michael Martin
July 15, 2013



Additional data filed in the Town Clerk’s office.

Mr. Martin addressed the concerns in his letter dated July 15, 2013, to the Town Board.

Discussion ensued.

Each Councilmember expressed concerns regarding the request and stated that they, personally, were not interested in reconsidering Mr. Martin’s request at this time. It was also stated that the Attorney for the Town has recommended that the Town not move forward.

EXECUTIVE SESSION:

Motion by Councilwoman Marini to enter into executive session to discuss medical, financial, credit, or employment history of a particular person/corp, or

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matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension.

Seconded by Councilman Yale.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale

Nays 0

Time: 7:42 PM.

RECONVENE:

Supervisor Plant reconvened the regularly scheduled meeting.

Time: 8:10 PM.

COMMITTEE REPORTS:

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

DOGS- RESOLUTION 59-13 AGREEMENT WITH MACEDON VETERINARY CARE:

Councilman Ruth offered the following Resolution 59-13 and moved its adoption. Seconded by Councilwoman Marini to wit:

AGREEMENT

This agreement made this _____ day of _____, 2013 between **MACEDON VETERINARY CARE** with a place of business located at 1900 State Route 31, Macedon, New York, 14502 and the **TOWN OF WALWORTH**, with offices located at 3600 Lorraine Drive, Walworth, New York 14568;

WHEREAS, the Town is desirous of obtaining services from a Veterinarian in the event of an emergency injured dog taken in the control of the Town by the Town of Walworth's Animal Control Officer, and

WHEREAS, Macedon Veterinary Care, has a facility to administer emergency care to an injured dog for the Town of Walworth.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, including the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. Macedon Veterinary Care agrees to provide emergency care, shelter, food and water to injured dogs brought in on behalf of the Town by the Town of Walworth's Animal Control Officer. The Macedon Veterinary Care has the right to refuse to care for dogs that exhibit overly aggressive tendencies, beyond those considered normal for dogs or for dogs usually cared for by the Macedon Veterinary Care.
2. In consideration of providing this service, the Town of Walworth will be responsible for payment of services rendered. Macedon Veterinary Care agrees to bill the Town of Walworth for these services. Payments will be made to the

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Macedon Veterinary Care monthly in accordance with the Town of Walworth's regular payment schedule.

3. The term of this Agreement is from _____ to _____ and shall be automatically renewed for a one year term annually, each and every year thereafter. However, either party shall have a right to terminate the Agreement upon thirty (30) days written notice to the other party.
4. Macedon Veterinary Care shall obtain and maintain during the term of this Agreement liability insurance in the amount of \$1,000,000.00 and shall name the Town of Walworth as an additional insured and provide the Town of Walworth, within ten (10) days of the signing of this Agreement, a copy of an endorsement indicating that the Town of Walworth is, in fact, an additional insured entity.
5. The Town of Walworth has entered into this Agreement with Macedon Veterinary Care relying on Macedon Veterinary Care's ability to carry out the intent of this Agreement and this Agreement is not assignable by Macedon Veterinary Care to any Person, Corporation, Partnership, Limited Liability Company or other entity.
6. Nothing contained herein shall limit the Town of Walworth's rights under the Lien Law, or pursuant to Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered to the Macedon Veterinary Care by the Town of Walworth, any fees, charges or outstanding fines or penalties owed by such owner to the Town of Walworth.
7. Nothing herein shall obligate the Town of Walworth to deliver to the Macedon Veterinary Care any minimum number of dogs or all of the dogs seized in the Town of Walworth.
8. It is hereby mutually covenanted and agreed that the relation of the Macedon Veterinary Care to the Town of Walworth, with regard to the services to be performed by it under this Agreement, shall be that of independent contractor. As an independent contractor, the Macedon Veterinary Care will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of its services, whether or not the Macedon Veterinary Care its agents, or employees have been negligent. The Macedon Veterinary Care shall hold and keep the Town of Walworth free and discharged of and from any and all responsibility and liability of any sort or kind. The Macedon Veterinary Care shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of its services, from the action of the elements, or from any unforeseen or unusual difficulty. The Macedon Veterinary Care shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances. The Macedon Veterinary Care agrees to defend, indemnify and save the Town of Walworth, its officers, agents and employees, and hold them harmless from any and all liability imposed on the Town of Walworth, its officers, agents and / or employees, arising from negligence, active or passive, of the Macedon Veterinary Care. The Macedon Veterinary Care responsibility for dogs delivered to it shall not commence until such time as the Macedon Veterinary Care admits such dogs as patients to their facility.
9. Any notice required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by certified or registered mail, postage prepaid, deposited in the United States Government general or branch post office or sent by overnight carrier.
10. This Agreement contains the entire and only Agreement between the parties and no oral statements, representations or prior matters not

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contained in the Agreement shall have any force and effect. This Agreement shall not be modified or amended in any way, except by written Agreement by the parties, properly witnessed in the manner of a deed, and authorized by the Town Board of the Town of Walworth.

MACEDON VETERINARY CARE

BY: _____
TOWN OF WALWORTH

BY: _____
Robert Plant, Supervisor

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

RESOLUTION 60-13 DETERMINATION OF SALARIED AND HOURLY EMPLOYEES:

Councilwoman Marini offered the following Resolution 60-13 and moved its adoption. Seconded by Councilman Yale to wit:

WHEREAS, the Personnel committee met on June 17, 2013 and reviewed all positions of employees of the Town;

AND WHEREAS, the Personnel committee recommends that following the review of the positions, that each position has been evaluated in compliance with Federal and State Labor Laws, now therefore

BE IT RESOLVED, that the classification as a salaried or hourly employee be adopted:

Waste Water Operator	Salaried
Assessor	Salaried
Building Inspector	Hourly
Town Comptroller	Salaried
Deputy Highway Superintendent	per Contract
Waste Water Lab Technician	Hourly
Waste Water Technician	Hourly
Motor Equipment Operator	per Contract
Senior Account Clerk	Hourly
Recreation Director	Salary
Assistant Operator	Hourly
Clerk to the Supervisor	Hourly
Code Enforcement Officer	Salaried
Recreation Maintenance Worker	Hourly
Building Department Clerk	Hourly
Court Clerk	Hourly
Recreational Seasonal Laborer	Hourly

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Laborer Parks/Town Hall	Hourly
Deputy Town Clerk	Hourly
Recreational Assistant	Hourly
Clerk in Town Clerk's Office	Hourly
Highway Clerk	Hourly
General/MS4 Clerk	Hourly

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

**RESOLUTION 60A-13 ASSISTANT RECREATION DIRECTOR - CREATING
THE POSITION, SETTING SALARY AND ADVERTISE:**

The following was submitted.

Continued on next page.

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**Town of Walworth New York
Parks & Recreation Department
Assistant Recreation Director**

DISTINGUISHING FEATURES OF THE CLASS: This is a full time paid professional position that shall work under the direct supervision of the Parks and Recreation Director. This position involves the responsibility for assisting in the planning, organizing and administration of the community recreational programs and special events. To assist the Director in the maintenance of all town park lands and recreational facilities and to provide additional direction to all department employees and to communicate and maintain relations with all residents, community organizations, coaches and all other program coordinators and managers as needed.

TYPICAL WORK ACTIVITIES:

- Assists in the planning and organizing of recreation programs, cultural programs and special events.
- Administration of certain recreational programming.
- Recommends the hiring of part time, seasonal and contractual employees.
- Helps maintain the Town's website
- Prepares the program announcement for Recreation and Park's programs, i.e. the Town Topics.
- Oversees parks staff in the maintenance of all town park lands and recreational facilities.
- Maintains inventory of sports equipment, and materials needed to implement programs.
- May represent the Director at meetings and events.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of recreation administration, theory and practice; good knowledge of planning, acquiring and equipping recreational facilities and areas. The ability to work with and speak effectively with groups of people of all ages; ability to plan and supervise the work of others; ability to understand and follow oral and written directions; ability to maintain a professional attitude, initiative; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- A. Graduation from a recognized college or university with a Bachelor's Degree in Recreation, Physical Education, or allied field and one year of paid experience in the conduct and planning of recreational activities; or
- B. Completion of two years of study at a college or university recognized by the New York State Education Department leading to a degree in Recreation, Physical Education or allied field and three years of paid experience in the conduct and planning of recreational activities; or
- C. Five years of paid experience on the conduct and planning of recreational activities in a municipal setting.
- D. Any equivalent combination of training and experience as indicated in "a", "b" or "c" above sufficient to indicate ability to do the work.

Councilwoman Marini offered the following Resolution 60A-13 to create the position, setting salary and advertise for the Assistant Recreation Director without bringing it back to the Town Board.

Seconded by Councilman Yale to wit:

Discussion ensued.

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

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WALWORTH LOAN CLOSET - RESIDENT THANK YOU NOTE:

The following was read.

7-6-13

Dear Susie Jacobs,

Monica + I sincerely thank you, the Walworth Lions Club, and the Town of Walworth Loan Closet for coming to our medical assistance in a time of need.

The wheel chair loaned to us was a God-Send, and made a difficult experience so very much easier to get through.

Susie... your honest, visible concern to our request + your desire to be of immediate help to fellow Walworth citizens, we shall always remember.

We thank the Lions Club for its dedication to altruism, with its purchase + donation of that wheelchair.

Elban + Monica
P.S. Thank you for giving me the freedom to leave the house! :)

EAGLE SCOUT RECOGNITION:

The following five (5) Eagle Scouts received their Certificate of Achievement Awards: Nick Skrotzki, Evan Schwind, Alex Kastner, Ryan Hunsinger and Philip Hartman.

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MASTER PLAN COMMITTEE:

Councilman Yale outlined the following meetings for the Master Plan Committee: August 8, 2013 Committee meeting, September 9, 2013 meet with the Planning Board, September 12, 2013 Committee meeting, and October 3, 2013 meet with the Town Board.

The committee has been meeting regularly and with good attendance.

**SEWER –AUTHORIZATION ATTENDANCE AND PREPAY FOR TRAINING TO
THE FINGER LAKES WATER WORKS SUMMER MEETING:**

The following was submitted:



3451 Ontario Center Road
Walworth NY 14568

Rob Burns, Sewer Superintendent
sewer@townofwalworthny.gov

315-986-3415 PHONE
315-986-1741 FAX

July 10, 2013

Attention:
Robert Plant, Walworth Town Supervisor
Walworth Town Board Members

Re: Training Request

The Finger Lakes Water Works Summer Meeting / Vendor Exhibit will be held on Thursday, August 8, 2013 at the Penn Yan Fireman's Field.

I am requesting Town Board approval for Tim McMullen, John Pagliuso and myself to attend. The cost is \$25.00 per person, for a total of \$75.00 to be expended from budget line SS8110.41.

All fees must be pre-paid and be received no later than noon on Monday, July 29, 2013. Continuing education credits will be received.

Respectfully submitted,


Rob Burns,
Sewer Superintendent

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Motion by Councilman Pembroke authorizing Tim McMullen, John Pagliuso and Rob Burns to attend the Finger Lakes Water Works Summer Meeting as submitted in above memo.

Seconded by Councilman Yale.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale
Nays 0

**SEWER - RESOLUTION 61-13 AUTHORIZATION FOR PURCHASE OF 75HP
VFD INSTALLATION:**

The following was submitted.

TOWN OF



3451 Ontario Center Road
Walworth NY 14568

Rob Burns, Sewer Superintendent
sewer@townofwalworthny.gov

315-986-3415 PHONE
315-986-1741 FAX

July 9, 2013

Attention:
Robert Plant, Walworth Town Supervisor
Walworth Town Board Members

Re: 75HP VFD Installation

On February 14, 2013 the Wastewater Treatment Plant experienced an electrical short in the main control panel in the control building. Loss of power was caused by this electrical short which resulted in damage to multiple electrical components.

Item #1 attached is the bill from Newark Electric for their services on February 14, 2013 in order to restore the Wastewater Treatment Plant to operational status, using back-up equipment and supplies that we had on hand.

Item #2 attached is the quote from Newark Electric for the insurance company in the amount of \$31,512.47 to repair and replace items damaged during this event. The town has received the amount of \$31,512.47 from the insurance company and this will cover the cost.

By offering the Wastewater Treatment Plant personnel services to assist with this project we have been able to trim the amount to \$29,950.00 (attachment #3).

I am requesting Town Board approval for this project, contracting with Newark Electric based on their quote in attachment #3. Newark Electric started this project with the repairs for the failure in February, 2013 and they are also Arc Flash certified to make repairs inside the main electrical controls.

If you should have any questions please do not hesitate to contact me.

Respectfully submitted,

Rob Burns, Sewer Superintendent

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Councilman Pembroke offered the following Resolution 61-13 authorizing the purchase of a 75HP VFD Installation as submitted above and a procurement form has been submitted.

Seconded by Councilman Yale to wit:

Discussion ensued.

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

OTHER BUSINESS:

WAYNE COUNTY DEPT OF PUBLIC WORKS – FESTIVAL IN THE PARK

ROAD CLOSINGS:

The following was submitted.

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COPY

**COUNTY OF WAYNE
DEPARTMENT OF PUBLIC WORKS
7227 ROUTE 31, LYONS NY 14489**

Kevin P. Rooney, P.E. Public Works Superintendent	315-946-5600 fax 315-946-5610
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July 3, 2013

Mr. Bill Boyd
631 Plank Road
Macedon, NY 14502

Re: 2013 Walworth Festival in the Park

Dear Mr. Boyd,

I am writing in response to your request for temporary road closures to accommodate the parade and 5K race associated with the Festival in the Park. This letter shall serve as authorization to close the following:

Friday, July 26, 2013 from 6:45 PM to 8:00 PM for a parade.

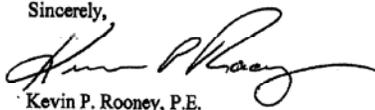
- Walworth-Palmyra Road from Sherburne to Penfield-Walworth Road
- Penfield Walworth Road from NY Route 350 to Walworth-Palmyra Road

Saturday, July 27, 2013 from 8:15 to 9:00 AM

- Walworth-Palmyra Road from Sherburne to Penfield-Walworth Road
- Penfield Walworth Road from NY Route 350 to Walworth-Palmyra Road

Please contact me if you have any questions regarding this authorization.

Sincerely,



Kevin P. Rooney, P.E.
Wayne County Highway Superintendent

c: Lt. Robert Milby- WC Sheriff's Office

**RESOLUTION 57-13 PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. 4
OF THE YEAR 2013:**

Councilman Yale offered the following Resolution 57-13 and moved its adoption. Seconded by Councilwoman Marini to wit:

BE IT RESOLVED, that proposed Local Law No.4 of the year 2013, A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW 3-c, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each member of the Town Board, and

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BE IT FURTHER RESOLVED, that the Town Board holds a Public Hearing on said Proposed Local Law at the Town Hall, 3600 Lorraine Drive, in the Town of Walworth, New York at **7:45 pm on Thursday, August 15, 2013**.

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of said public hearing at least five (5) days prior thereto.

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

RESOLUTION 62-13 - AUTHORIZE THE TOWN SUPERVISOR TO SIGN CONTRACT WITH INTEGRATED SYSTEMS:

The following was submitted for review:

Continued on next page.

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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, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include; Server Implementations, Network Design and Engineering, and at client request.

Professional Service Agreement Terms:

Payment due before any project/support is started.

Purchase of Professional Service Agreements are non refundable.

Clients with PSA receive priority telephone response time over non-PSA clients.
(average response time: less than 1 hour)

Clients with PSA receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with PSA have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

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

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

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The clients remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein.

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EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	50	\$ 85.00	\$ 4250.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: _____

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Company: _____
 Address: _____
 Signature: _____
 Date: _____ PO#: _____

Integrated Systems Co-signed: _____

Rates Effective 1/15/08

Integrated Systems

Councilwoman Marini offered the above Resolution 62-13 Authorizing the Supervisor to sign a contract with Integrated Systems and moved its adoption. Seconded by Councilman Ruth wit:

Roll call vote:	Supervisor Plant	Aye
	Councilwoman Marini	Aye
	Councilman Pembroke	Aye
	Councilman Ruth	Aye
	Councilman Yale	Aye

Resolution carried.

LIONS CLUB – FESTIVAL IN THE PARK:

Motion by Councilman Yale authorizing the payment to the Walworth Lion’s Club for fireworks and pest control for the Festival in the Park. Seconded by Councilman Ruth.

**WALWORTH TOWN BOARD – REGULAR MEETING
18 JULY 2013**

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale
Nays 0

APPROVAL ABSTRACT NO. 7:

The following was submitted.

To: Walworth Town Board

From: Jean Johnson, Town Comptroller

Date: 18-Jul-13

Re: Abstract #7

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 #922 to #1078

General Fund	\$77,956.62
Highway Fund	\$34,261.59
Sewer Fund	\$196,832.53
Park Special Revenue Fund	\$12,986.94
Walworth Light District	\$483.34
Harvest Hill Light District	\$421.23
Gananda Light District	\$994.15
Brookside Light District	\$7.71
Orchard View Light District	\$78.44
Parkview Green Park District	\$200.00
Gananda Sidewalk District	\$1,055.04
Walworth Drainage	\$1,417.50

Total Abstract #7 Payments	\$326,695.09
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Voucher Numbers #87 to #107

Trust & Payroll	\$25,378.82
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Checks will be issued on July 19, 2013.

Motion by Councilman Ruth to accept Abstract #7 as submitted.
Seconded by Councilwoman Marini.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale
Nays 0

**WALWORTH TOWN BOARD – REGULAR MEETING
18 JULY 2013**

SALARY INCREASE GUIDELINES DISCUSSION:

Discussion ensued.

EXECUTIVE SESSION:

Motion by Councilwoman Marini to enter into 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 Pembroke.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale

Nays 0

Time: 8:32 PM.

RECONVENE:

Supervisor Plant reconvened the regularly scheduled meeting.

Time: 8:42 PM.

SALARY INCREASE GUIDELINES DISCUSSION CONTINUED:

Motion by Councilman Yale to table the Salary Increase Guidelines until further review.

Seconded by Councilman Ruth.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale

Nays 0

Time: 8:32 PM.

MEDIATION CENTER OF ROCHESTER – AUTHORIZING SUPERVISOR TO SIGN CONTRACT:

Motion by Councilwoman Marini authorizing the Supervisor to sign a contract with Mediation Center of Rochester.

Seconded by Councilman Yale.

Adopted: Ayes 5 Marini, Pembroke, Plant, Ruth, Yale

Nays 0

ADJOURNMENT:

Motion by Councilman Yale to adjourn.

Seconded by Councilwoman Marini and unanimously carried.

Time: 8:48 PM.

Respectfully Submitted,

Susie C. Jacobs, MMC, CMC, RMC
Town Clerk