

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

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.

<u>PRESENT:</u>	Robert Plant	Supervisor
	Thomas Yale	Councilman
	Frank Maciuska	Councilman
	Patricia Marini	Councilwoman
	Susie Jacobs	Town Clerk
	Mike Frederes	Highway Superintendent

<u>ABSENT:</u>	Suzi Hawkins-Mance	Councilwoman
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OTHERS PRESENT: Rob Burns, Sewer Superintendent; Jacqueline Van Lare, Recreation Director; Karen Ambroz, Sole Assessor; Ed Parrone, Engineer for the Town; Town Newspaper Reporter, 13 attendees.

MINUTES:

Motion by Councilwoman Marini to table the Minutes of December 16, 2010 and January 1, 2011 as presented.
Seconded by Councilman Maciuska.

Adopted: Vote Ayes 4 Nays 0

CORRESPONDENCE:

Susie C. Jacobs, Town Clerk, had the following three (3) items:

Susie Jacobs, Town Clerk
Walworth Town Hall
3600 Lorraine Drive
Walworth, New York 14568

Dear Susie,

On behalf of the Walworth Food Pantry, I would like to thank you and your co-workers for your generous donations to our Christmas Sharing Program. Christmas in the home of several Walworth families was definitely made brighter by your gifts.

The Walworth Food Pantry was able to service 25 families this year with gifts, food, warm clothes, and first aid kits, thanks to the generosity of many groups in our community.

May you all enjoy a peaceful and prosperous New Year.

Sincerely,

Elaine Leasure
Chairperson
Christmas Sharing Project

Motion by Councilman Maciuska to accept and file.
Seconded by Councilwoman Marini.

Adopted: Vote Ayes 4 Nays 0

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

Susie Jacobs stated she received notification from the Unified Court System of the State of New York Notifying of the Certificate of Completion Continuing Judicial Education Program for Honorable Charles J. Young.

Motion by Councilwoman Marini to accept and file.
Seconded by Councilman Maciuska.

Adopted: Vote Ayes 4 Nays 0

Susie Jacobs read the following:



Association of Towns
of the State of New York

G. JEFFREY HABER
EXECUTIVE DIRECTOR

WWW.NYTOWNS.ORG

LORI MITHIEN DEMASI
COUNSEL

December 2010

Dear Town Clerk:

PLEASE READ AT FIRST 2011 TOWN BOARD MEETING
Contains Dated Material to be Returned

The 2011 Training School and Annual Meeting of this Association will be held at the Hilton New York & Towers, New York City, February 20-23, 2011. This is a training session for town officials. The following is a brief outline of events:

INFORMATIONAL HEARING from 3:00-5:00 p.m., Sunday Afternoon, February 20 - Beekman Parlor. See over page.

GENERAL OPENING SESSION for all town officers, 8:45 a.m., Monday Morning, February 21 - Grand Ballroom.

GROUP SESSIONS for various categories of town officers and special programs follow the Opening Session as will be set forth in the printed program:

Town Board Members	Fiscal Officers
Building Officials	Assessors
Planning & Zoning Officials	Public Works & Highway
Town Justices Generally	Town Clerks
Town Justices (Advanced, Accredited)*	Town Court Clerks
Tax Collecting Officers	Town Attorneys

BREAKFAST WITH THE ASSOCIATION 8:00 a.m., Tuesday Morning, February 22 - Grand Ballroom

ANNUAL BUSINESS SESSION (Official Delegates) at 9:00 a.m., Wednesday Morning, February 23 - Beekman & Sutton (N) Parlors

NOTE: All Justice and Court Clerk Classes will be held at the Sheraton New York!

Motion by Councilman Maciuska to accept and file.
Seconded by Councilwoman Marini.

Adopted: Vote Ayes 4 Nays 0

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

PUBLIC PARTICIPATION:

No one present offered any comments.

COMMITTEE REPORTS:

SEWER – UPDATE ON WATER & SEWER COLLECTION

Councilman Maciuska reminded the Town Clerk's office will not be taking sewer payments as of January 1, 2011. They must be mailed in or there is a drop box in the Town Hall lobby for deposit of payments. This information is indicated on the Sewer bill.

Also noted the Wayne County Authority water bills were printed incorrectly indicating payment would be accepted at the Walworth Town Clerk's Office which is incorrect. They should be mailed back to the Water Authority on Daansen Rd.

SEWER – FINGER LAKES WATER WORKS CONFERENCE WORKS AUTHORIZATION

Motion by Councilman Maciuska authorizing pre-payment for Rob Burns, Tim McMullen and John Pagliuso to attend the FLWW Conference on February 3, 2011, Geneva, NY for a total cost not to exceed \$66.00 from Budget Line SS8110.41. Continuing Education credit will be awarded.

Seconded by Councilwoman Marini.

Adopted: Vote Ayes 4 Nays 0

PARKS AND RECREATION – RESOLUTION 16-11 SCHEDULING PUBLIC HEARING ON PROPOSED LOCAL LAW NO. 1 OF 2011

PROPOSED LOCAL LAW NO. 1 OF THE YEAR 2011

Councilwoman Marini offered the following Resolution 16-11 and moved its adoption. Seconded by Councilman Maciuska to wit:

BE IT RESOLVED, that proposed Local Law No. 1 of the year 2011, entitled PARKS AND RECREATION AREAS Local Law amending CHAPTER 117 OF THE TOWN OF WALWORTH MUNICIPAL CODE said proposed Local Law No 1 for the year 2011 is hereby introduced before the Town Board of the Town of Walworth in the County of Wayne in the State of New York, and of the Town of Walworth, and

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

BE IT FURTHER RESOLVED that the Town Board hold 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 o'clock PM on January 20, 2011** and

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:	Councilman Maciuska	Aye
	Councilwoman Marini	Aye
	Councilwoman Hawkins-Mance	Absent
	Councilman Yale	Aye
	Supervisor Plant	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

HIGHWAY – DEPUTY HIGHWAY SUPERINTENDENT APPOINTMENT

Councilman Yale read a memorandum from Mike Frederes, Highway Superintendent appointing Kevin Switzer as Deputy Highway Superintendent.

RESOLUTION 15-11 AMBULANCE CONTRACT:

Motion by Councilman Maciuska authorizing Supervisor Plant to sign the following Ambulance Contract for 2011.

Seconded by Councilwoman Marini.

Roll call vote:	Councilman Maciuska	Aye
	Councilwoman Marini	Aye
	Councilwoman Hawkins-Mance	Absent
	Councilman Yale	Aye
	Supervisor Plant	Aye

Resolution carried.

AGREEMENT

THIS AGREEMENT, made the 6 day of January, 2011, 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

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 2011 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
6 JANUARY 2011**

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
6 JANUARY 2011**

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
6 JANUARY 2011**

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.

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

18. BINDING EFFECT

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.

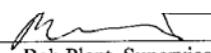
23. ENTIRE AGREEMENT

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
6 JANUARY 2011**

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF WALWORTH

BY: 
Bob Plant, Supervisor

WALWORTH AMBULANCE, INC.

BY: 
Paul Phillips, President

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

SCHEDULE A

2011 CONTRACT AMOUNT: \$38,700.00

SCHEDULE B

2011 USER FEES

CALL TYPE	PATIENT USER FEE
BLS NON-EMERGENCY	\$366.00
BLS EMERGENCY	\$455.00
ALS 1 NON-EMERGENCY	\$515.00
ALS 1 EMERGENCY	\$613.00
ALS 2	\$700.00
ALS INTERFACE	\$608.00
SPECIALTY CARE	\$747.00
TREAT & RELEASE (BLS)	N/A
TREAT & RELEASE (ALS)	N/A
MILEAGE	\$11.85/MILE

-7-

AMBULANCE UPDATE:

Supervisor Plant reported the ambulance was doing tremendously on calls and equally as well with mutual aid calls.

RECESS:

Supervisor Plant requested a short recess to audit claims.

Time: 7:39PM.

RECONVENED:

Supervisor Plant reconvened the regular scheduled Town Board Meeting.

Time: 8:07PM.

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

RESOLUTION 13-11 - AUDIT OF CLAIMS:

Councilwoman Marini offered the following Resolution **13-11** and moved its adoption.

Seconded by Councilman Maciuska to wit:

WHEREAS, the following claims submitted at the scheduled Town Board Meeting of January 6, 2011 have been audited and approved by the appropriate Council Members.

BE IT RESOLVED that the claims be paid on **Abstract #13**, numbered 1976 through 2084 excluding Voucher Number 2082 additional information needed. The following funds to be paid in the amounts of:

GENERAL FUND	\$	24,520.86
HIGHWAY FUND	\$	73,676.63
WALWORTH SEWER DISTRICT #1	\$	21,409.20
GANANDA LIGHT DISTRICT	\$	978.40
PARK SPECIAL REVENUE	\$	280.02

BE IT FURTHER RESOLVED that the claims be paid on **Abstract #13** numbered 231 through 246 in the following amounts:

TRUST & AGENCY	\$	9,723.63
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NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Walworth adopts Resolution 13-11.

Adopted this 6th day of January 2011 at the meeting of the Town Council.

Roll call vote:	Councilman Maciuska	Aye
	Councilwoman Marini	Aye
	Councilwoman Hawkins-Mance	Absent
	Councilman Yale	Aye
	Supervisor Plant	Aye

Resolution carried.

EXECUTIVE SESSION:

Motion by Councilwoman Marini to enter into executive session to discuss collective bargaining negotiations per Article 14 of Civil Service Law and 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 Maciuska.

Adopted: Vote Ayes 4 Nays 0

Time: 8:10PM.

**WALWORTH TOWN BOARD – REGULAR MEETING
6 JANUARY 2011**

RECONVENE:

Supervisor Plant reconvened the regularly scheduled meeting.
Time: 8:52PM.

ADJOURNMENT:

Motion by Councilman Yale to adjourn.
Seconded by Councilman Maciuska and unanimously carried.
Time: 8:52PM.

Respectfully Submitted,

Susie C. Jacobs, RMC
Town Clerk