



**Michael Donalty, Town Supervisor**  
**3600 Lorraine Drive**  
**Walworth, NY 14568**

**315.986.1400**  
**315.926.9154**  
**Fax 315.986.1440**

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**TOWN BOARD REGULAR MEETING – AGENDA**  
**AUGUST 4, 2022 6:30 PM**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**MINUTES:** July 21, 2022 Regular Meeting  
July 28, 2022 Special Meeting

**PRESENTATION:** Regional Wastewater Treatment Plant Project Update, Martin Aman,  
Executive Director, Wayne County Water and Sewer Authority

Update on the status of the Town of Walworth Wastewater Treatment  
Plant, Mike Simon, Senior Engineer, LaBella Associates

**REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS):**

**RESOLUTIONS:**

- Resolution -22:** Acknowledging the appointment of school district officers by the Gananda Central School District Board of Education for the term beginning July 1, 2022 through June 30, 2023
- Resolution -22:** To waive application fee for West Walworth Volunteer Fire Department for a building permit for replacement of septic system
- Resolution -22:** To authorize Town Supervisor to execute third party administrator agreement with Energetix Corp for Town of Walworth drug and alcohol testing program
- Resolution -22:** To authorize expenditure of \$6513.36 from Town of Walworth ARPA funds to purchase a “Gaga ball pit” for Ginegaw Park playground
- Resolution -22:** To authorize expenditure of \$8851.17 from Town of Walworth ARPA funds to purchase a replacement “merry-go-round” for Ginegaw Park playground

(Updated 8/3/2022)

## **COMMUNICATIONS**

- Letter of Resignation from John Pagliuso, dated July 19, 2022
- NYMIR Letter of Recommendations for Town of Walworth, dated July 22, 2022
- Assessment Monthly Sales Report for June 2022
- Assessment Department Report for July 2022
- Parks Department Report, dated July 29, 2022

## **NEW AND OTHER BUSINESS**

- Discussion on next steps to take to regulate Cannabis dispensaries
- Update on revised Town Code and plan for completion
- Town of Walworth Comprehensive Plan Bid Discussion

**Resolution -22:** To award bid for Town of Walworth Comprehensive Plan Update

**Resolution -22:** Budget Modifications

**Resolution -22:** Authorization for Supervisor to approve change order for fire sprinkler project for Highway garage

## **PUBLIC PARTICIPATION**

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

## **ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD**

**RESOLUTION -22: ACKNOWLEDGING THE APPOINTMENT OF SCHOOL DISTRICT OFFICERS BY THE GANANDA CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION FOR THE TERM BEGINNING JULY 1, 2021 THROUGH JUNE 30, 2022**

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

**WHEREAS**, the Town of Walworth acknowledges §37 of Town Law, collection of school taxes in first class towns is the duty of the Town Receiver of Taxes and Assessments unless it is conveyed by Town Board Resolution to the Tax Collector appointed by the Board of Education; and

**WHEREAS**, a School District Treasurer may also be appointed by a Board of Education;

**THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Walworth designates Mrs. Kathryn Johnson as School Tax Collector and Ms. Staci Harrison as School District Treasurer for the portion of Walworth within the Gananda Central School District for 2022-2023.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson  
Councilman Kelly  
Councilman Harden  
Councilman Johnson  
Supervisor Donalty

Resolution carried.

**RESOLUTION -22: TO WAIVE APPLICATION FEE FOR WEST WALWORTH VOLUNTEER FIRE DEPARTMENT FOR A BUILDING PERMIT FOR REPLACEMENT OF SEPTIC SYSTEM**

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

The following was submitted:

**WEST WALWORTH VOLUNTEER FIRE DEPARTMENT**



**MEMORANDUM**

**TO:** HONORABLE TOWN SUPERVISOR AND TOWN BOARD MEMBERS  
**FROM:** COOY SZATKOWSKI, WEST WALWORTH VOLUNTEER FIRE DEPARTMENT BOARD OF DIRECTORS CHAIR  
**DATE:** JUNE 21, 2022  
**SUBJECT:** REQUEST FOR WAIVER OF APPLICATION FEE FOR A BUILDING PERMIT FOR REPLACEMENT OF SEPTIC SYSTEM  
**AT**  
**WEST WALWORTH VOLUNTEER FIRE DEPARTMENT FIRE HALL,**  
**3780 W WALWORTH RD**  
**REVIEWED BY:** JEREMIAH SHUFELY, WAYNE COUNTY FIRE COORDINATOR, TOWN OF MACEDON FIRE MARSHAL

**RECOMMENDATION**

Grant the requested fee waiver in the amount of \$175.00

**DISCUSSION**

West Walworth Fire Department desires to update the current septic system to meet the needs of the department as well as members of the public who use the hall for civic and personal events. The department asks that the application fees for the required planning entitlements be waived on the basis that the West Walworth Volunteer Fire Department is a registered non-profit organization, and that the project will be of benefit to the public.

378 West Walworth Rd, Macedon NY 14502  
(315) 886-7241 | <http://westwalld.com>

**THEREFORE, BE IT RESOLVED** that the Town Board hereby approves the request made by the West Walworth Volunteer Fire Department to waive the fee for a building permit for a the replacement of its septic system.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson  
Councilman Kelly  
Councilman Harden  
Councilman Johnson  
Supervisor Donalty

Resolution carried.

**RESOLUTION -22: TO AUTHORIZE TOWN SUPERVISOR TO EXECUTE THIRD PARTY ADMINISTRATOR AGREEMENT WITH ENERGETIX CORP FOR TOWN OF WALWORTH DRUG AND ALCOHOL TESTING PROGRAM**

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

The following was submitted:

**CONSORTIUM/THIRD PARTY ADMINISTRATOR AGREEMENT**

This Agreement (the "Agreement"), effective March 1, 2022, is made by and between Energetix Corp (hereinafter referred to as "Third-Party Administrator" or "TPA") 175 Wood Rd. Centereach, NY 11720 and Town of Walworth (herein referred to as "Employer"), 3600 Lorraine Dr., Walworth, NY 14569.

**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 March 1, 2022 and ends on December 31, 2024 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 1182.203 as requested by Employer.

2.5 TPA shall conduct for on-site random collection testing and MTC 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 Randomized Substance Abuse Testing Programs and shall include, but not be 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 Energen / iScreen to perform the random selection, drug testing.

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 Energen 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, title, license numbers and states 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 designated Team 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 \$70.00 per drug test and \$32 per alcohol screen.

4.2 The Employer shall be charged a \$99.00 Clearinghouse management / annual administrative costs.

### 5. Termination:

5.1 Employer may terminate this Agreement effective thirty (30) days after written notice thereof to TPA.

5.2 TPA may terminate this Agreement effective thirty (30) days after written notice thereof to Employer.

5.3 In the event Employer fails to timely pay any fee due to TPA hereunder, TPA may suspend services until such fee is paid.

### 6. General Provisions:

6.1 Independence Contract: TPA recognizes that it is engaged as an independent contractor and acknowledges that Employer shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. TPA, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistently with such status, that it will neither hold itself out nor claim to be an officer, partner, employee or agent of Employer by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Employer including but not limited to unemployment insurance benefits, social security coverage or retirement benefits.

6.2 Force Majeure: The parties agree that, by reason of strike or other labor disputes and accidents, epidemics, weather, acts of God or other unavoidable causes, either party is unable to timely perform its obligations. Such nonperformance shall not be considered a breach of this Agreement.

6.3 Access to Records: TPA will keep detailed financial records of its operations under this Agreement, and TPA will maintain these records for at least five (5) years from the close of the contract year to which the records relate. TPA will permit Employer to inspect these records during TPA's normal business hours.

6.4 Laws and Regulations: TPA shall comply with all applicable laws and regulations in carrying out TPA's responsibilities and its other duties under this Agreement.

6.5 Notices and Communications. All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above.

6.7 Severability. All of the sections and clauses of this Agreement are distinct and severable. If any clause is deemed illegal, void or unenforceable it shall not affect the validity, legality or enforceability of any other clause of this Agreement.

6.8 Successors and Assigns. This Agreement is binding on the parties and their respective successors and assigns in interest.

6.9 Limitation of Liability. Nothing in this Agreement will be construed as creating any personal liability on the part of any officer or employee of TPA, nor will any provision in this Agreement be construed as a waiver of any immunities or defenses on the part of TPA.

6.10 Waiver or Modification. A waiver or modification of any of the provisions of this Agreement will not be effected unless in writing and signed by authorized representatives of both parties. A waiver or modification of any provision of this Agreement will not be construed as a waiver or modification of any other provision.

6.11 Entire Agreement. This document, its appendices and exhibits (except as may be amended), and any documents which it incorporates by reference constitute the sole agreement of the parties on the subject matter hereof and supersede any other understandings or communications, written or oral.

6.12 Headings. The captions of sections and subsections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretations or construction.

6.13 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Employer or TPA.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
Energetix Corp.

\_\_\_\_\_  
Town of Walworth

**THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Town Supervisor to execute the third party administrator agreement with Energetix Corp for the Town of Walworth drug and alcohol testing program from March 1, 2022 through December 31, 2024.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson  
Councilman Kelly  
Councilman Harden  
Councilman Johnson  
Supervisor Donalty

Resolution carried.

**RESOLUTION -22: TO AUTHORIZE EXPENDITURE OF \$6513.36 FROM TOWN OF WALWORTH ARPA FUNDS TO PURCHASE A “GAGA BALL PIT” FOR GINEGAW PARK PLAYGROUND**

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

The following was submitted:

Cosch CDF's Gaga Ball Pits LLC  
 PO Box 704  
 Libertyville, IL 60048  
 847.573.2377  
 info@gagaballpits.com



**Estimate**

**ADDRESS**  
 Amela DeVolder  
 Town of Walworth  
 3600 Lorraine Dr.  
 Walworth, NY 14568  
 adevolder@townofwalworth.ny.gov

**SHIP TO**  
 Amela DeVolder  
 Town of Walworth  
 3600 Lorraine Dr.  
 Walworth, NY 14568  
 315-988-1400 ext. 7. promot1

**ESTIMATE #** 20330  
**DATE** 04/28/2022  
**EXPIRATION DATE** 06/06/2022

SHIP VIA	P.O. NUMBER	SALES REP		
FEG & LTL+2	Amela -ties	jes		
1	00839	OCTAGON JOH - COLOR TBD	Gaga Ball Pit Bracket System: 8 Oct JOH brackets, Template, Assembly Instructions, Fastener Pack and Cut Out templates and instructions. Includes the current 25% surcharge on steel.	650.00 650.00
1	00070	Metal Game Rules Sign, 11"x17"	includes mounting screws	49.00 49.00
1	02040-SCL	JOH ADA DOORWAY KIT -	Kit includes black jambs, hinges, latch, fasteners and instructions, door is constructed with meshing structural composite lumber. Compatible with JOH models. Includes the current 25% surcharge on steel.	395.00 395.00
1	T2 BRN-ADA	2 - 54x6x8 Tier 2 (Brown) Structural Composite boards for ADA Doorway	As of 09/20/2021, a 35% surcharge has been added due to significant cost increases in raw material (resin).	95.86 95.86
24	T2 BRN 210-8	2x10x8 Tier 2 (Brown) Structural Composite	As of 09/20/2021, a 35% surcharge has been added due to significant cost increases in raw material (resin).	105.17 2,574.08
24	090 FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets		3.75 90.00
1	T2 BRN-CO	5-4x6x8 Tier 2 (Brown) Structural Composite for Cut Out Opening	As of 09/20/2021, a 35% surcharge has been added due to significant cost increases in raw material (resin).	47.93 47.93
1	0030-28 GRS	20'x22" area, 28 piece set of 5'x3'x3/4" Rubber MATS (type with holes throughout- intended for inside only of an octagon. Includes 200 zip ties. 50 pins will be sent if building the Gaga Ball pit on soft ground. Includes the current 5% surcharge on rubber.		1,578.49 1,578.49

The terms set forth at [www.gagaballpits.com](http://www.gagaballpits.com) supersede all prior statements or understandings, whether oral or written, with regard to the purchase of goods and services from Cosch CDF's Gaga Ball Pits LLC and are incorporated by reference into the estimate and contract for the installation of the product. Your purchase order or other acknowledgment.



<p>1</p> <p>Due to current world events, estimated ship cost will be finalized once order is placed</p> <p>Bracket System via GROUND = \$137</p> <p>Lumber via LTL Freight = \$428</p> <p>Flooring via LTL Freight = \$529</p>	<p>1,083.00</p> <p>1,083.00</p>
<p>Due to material shortages and increases in the material cost, surcharges have been applied to steel, wood, iron, and rubber components where applicable. For more information see <a href="http://www.gagaballpit.com">www.gagaballpit.com</a></p> <p>Updated pricing 05.22.22 (DS)</p> <p>Revised Sub T les and Added Mch. eqt. bases, adjusted M3 cost 06.21.22 (LM)</p> <p>Updated pricing 07.26.22 (RM)</p>	<p>SUBTOTAL 6,513.36</p> <p>TAX (5%) 0.00</p> <p><b>TOTAL \$6,513.36</b></p>

Accepted By

Accepted Date

**THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Walworth authorizes the expenditure of \$6513.36 from the Town of Walworth ARPA funds to purchase a “Gaga Ball pit” for the Ginegaw Park playground.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote:

- Councilwoman Linson
- Councilman Kelly
- Councilman Harden
- Councilman Johnson
- Supervisor Donalty

Resolution carried.

**RESOLUTION -22: TO AUTHORIZE EXPENDITURE OF \$8851.17 FROM TOWN OF WALWORTH ARPA FUNDS TO PURCHASE A "MERRY-GO-ROUND" FOR GINEGAW PARK PLAYGROUND**

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

The following was submitted:

G/O MRC  
PO Box 100  
Spring Lake, NJ 07762  
Ph: 732-466-1111  
F: 732-474-0229  
E: MRC@GAMETIME.COM  
Web: www.GAMETIME.COM

DN230022  
Quote #  
107703-01-01

**NY Walworth Town of - Whirl**

Town of Walworth Ship to Zip 14958  
Attn: Mike Buckley  
700 Commerce Drive  
Walworth, NY 14588  
Phone: 315-855-1400 Ext. 12  
mailto:mrbuckley@townofwalworth.gov

Quantity	Part #	Description	Unit Price	Amount
1	6179	Game Time Merry Whirl Insert _____ / Blank _____	\$7,460.00	\$7,460.00
Contract: 0496A 601700134			<b>Sub Total</b>	\$7,460.00
			<b>Discount</b>	(167.14)
			<b>Material Surcharge</b>	\$1,173.26
			<b>Freight</b>	265.49
			<b>Total</b>	<b>\$8,851.17</b>

**Comments:**  
Quote Contract 201700134

Installation, on-site testing and offloading upon delivery are not included in the proposed price.

Tax exemption certificate is required when ordering of items may be applicable.

**LCM:**  
This quotation is subject to purchase in the current (LAW) TIME FROM A BUYING/ORDERING CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GAMETIME, Inc. Kindly advise the order for the equipment and a separate order for our testing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

**PRICING / PAYMENT:** Freight Ex-factory from 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to GameTime Inc 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment that is financed separately from other services and shall be payable in advance of these services and proper completion. Retainage not accepted.


**TAXES:** State and local taxes, if applicable, will be added at time of executing unless a tax exempt certificate is provided at the time of order entry.

**FREIGHT/DELIVERY:** Freight charges: Present and added at time of executing. Shipment, under 400 lbs and within 14 days from GAMETIME'S receipt and in compliance of your PURCHASE ORDER, signed quotation and color instructions. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

**RECEIPT OF GOODS:** Customer is responsible for unloading and unstrapping equipment from truck. Customer shall receive, unload and inspect goods upon arrival, testing any discrepancies on the Delivery Receipt prior to initial acceptance of the shipment.

**EXCLUSIONS:** Unless specified here and, this quotation includes all site work and transporting, removal of existing equipment, acceptance of equipment and all testing, storage of goods prior to installation, installation, installation test-equipment, safety, unloading, loading and storage provisions.

**TO ORDER:** Please complete the purchase portion of the quotation and provide color resolution, PURCHASE ORDER and other key information requested. Acceptance of the proposal indicates your agreement to the terms and conditions stated herein.  
Sales Representative: Mike Buckley



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**THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Walworth authorizes the expenditure of \$8851.17 from the Town of Walworth ARPA funds to purchase a “merry-go-round” for the Ginegaw Park playground.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote:            Councilwoman Linson  
                                 Councilman Kelly  
                                 Councilman Harden  
                                 Councilman Johnson  
                                 Supervisor Donalty

Resolution carried.

July 19, 2022

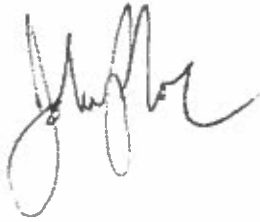
John Pagliuso, Jr  
4965 Williamson Road  
Marion, NY 14505

Mr. Mike Donalty, Town Supervisor  
Town of Walworth  
3600 Lorraine Dr  
Walworth, NY 14568

This letter is being submitted as my formal notification, that I am resigning my current position, Chief Operator, with the Walworth Wastewater Treatment Plant, effective Friday, August 12, 2022

Sincerely

John Pagliuso Jr.

A handwritten signature in black ink, appearing to read 'John Pagliuso Jr.', written over a light blue horizontal line.



## NEW YORK MUNICIPAL INSURANCE RECIPROCAL

12 Metro Park Suite 104  
Colonie, NY 12205-1139  
Phone: (518) 437-1171 • (800) NYMIR05  
Fax: (518) 437-1182 • NYMIR.org

July 22<sup>nd</sup>, 2022

Supervisor - Mike Donalty  
Town of Walworth  
3600 Lorraine Drive  
Walworth, New York 14568

Re: Recommendations for Town of Walworth

Dear Supervisor Donalty,

I would like to thank you for affording me the opportunity to visit your facilities. As a member of NYMIR, we are all conscious of the exposures that face local governments and the importance of safe guarding employees, members of the public and municipal assets. We hope that the recommendations we have provided will help you achieve that goal.

These recommendations are by no means an all-inclusive list; rather highlighting certain areas based on your exposures and your prior claims experience. In addition, claim trends that have impacted NYMIR clients have been used in developing recommendations for your municipality. Some of the recommendations, if you agree to implement, can be done with limited resources. We realize that in some cases more resources and time will be needed.

The recommendations provided are no substitute for the safety and daily observations of your employees; and the report does not imply that other hazardous conditions do not exist. In addition, this is not to be considered a professional engineering analysis or findings. We assume no responsibility for the implementation of these recommendations; however, we are available for consultation on these issues.

After you have had a chance to review this report, we would appreciate a response in writing within 60 days. Please indicate recommendations you will be able to complete or others that will take some additional time. If you disagree with any recommendations, please bring those to our attention. Also, please let us know if we can assist in the implementation of any.

We do share this information with our Underwriting Department. Your pro-active approach to these recommendations is taken into consideration at your annual renewal. Should you have any questions, please feel free to contact me at 315-382-0573 or [mLeroux@wrightinsurance.com](mailto:mLeroux@wrightinsurance.com).

Yours truly,

*Michelle Leroux*

Michelle Leroux  
NYMIR Risk Control Specialist

cc: Eastern Shore Associates  
101 Cayuga Street, P.O. Box 480  
Fulton, New York 13069  
% Tim Cleary



**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**

Location	Category	Rec#	Rec Severity
<p data-bbox="142 485 321 518">NYMIR Survey</p> <p data-bbox="142 594 402 627">Children At Play Signs</p> <p data-bbox="142 665 1490 772">These signs should not be used and/or removed from use on roadways as they provide a false sense of security to parents and children and may serve to increase the municipality's liability in the event a child is struck by a vehicle. Reference materials were provided in this area.</p> <p data-bbox="971 852 1507 886" style="text-align: right;"> <input type="checkbox"/> Completed   <input type="checkbox"/> Pending   <input type="checkbox"/> Not Completed                 </p>	<p data-bbox="695 485 808 518">SIGNAGE</p>	<p data-bbox="1101 485 1247 518">2022-07-01</p>	<p data-bbox="1317 485 1377 518">High</p>
<p data-bbox="142 1041 321 1075">NYMIR Survey</p> <p data-bbox="142 1150 435 1184">Prior Written Notice Law</p> <p data-bbox="142 1251 1398 1358">It is suggested that the town enact a local law to supersede New York Town Law 65-A to provide maximum protection against lawsuits from defects to streets, culverts, etc. not previously notified in writing. We provided a sample for your reference.</p> <p data-bbox="142 1396 1479 1461">In addition, the town clerk should keep a log of the written prior notifications the town receives regarding defects to streets, sidewalks, etc.</p> <p data-bbox="142 1499 1455 1575">Please note that it is important for the log to be maintained even if it is blank with no recorded notices. This will serve as proof that a written notice was never received of the alleged defect.</p> <p data-bbox="954 1654 1490 1688" style="text-align: right;"> <input type="checkbox"/> Completed   <input type="checkbox"/> Pending   <input type="checkbox"/> Not Completed                 </p>	<p data-bbox="695 1041 1019 1075">POLICES AND PROCEDURES</p>	<p data-bbox="1101 1041 1247 1075">2022-07-02</p>	<p data-bbox="1317 1041 1377 1075">High</p>

The recommendations provided are no substitute for the safety and daily observations of your employees; and the report does not imply that other hazardous conditions do not exist. In addition, this is not to be considered a professional engineering analysis or findings. We assume no responsibility for the implementation of these recommendations; however, we are available for consultation on these issues.

**Out Of Service Bleachers Near Soccer Fields**

The municipality should post a sign on these out of service bleachers stating that these bleachers are out of service and do not use. This will reduce potential liability claims in this area.

The Town needs to improve fall protection on any bleachers that exceed 30 inches in height to protect spectators from catastrophic fall injuries. Additional details can be found at [www.cpsc.gov/s3fs-public/330.pdf](http://www.cpsc.gov/s3fs-public/330.pdf)

Completed  Pending  Not Completed

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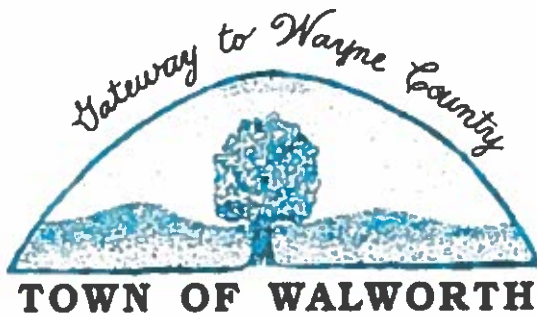
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TAX ID	OL CODE	STR #	STREET NAME	P CLA	SALE PRICE	SALE DATE	PRIOR OWNER	NEW OWNER	MAILING ADDRESS
62116-00-553674	543401	5496	Bushwood	210	148500	6/9/2022 0:00	DiGravio, Thomas L	Smith, Jamie C.	5496 Bushwood Rd Ontario, NY 14519
63114-15-633335	543401	2240	Center	210	163000	6/13/2022 0:00	Pecora, Gary	Fisher, Dayton A. & Valen M	2240 Center St Walworth, NY 14568
61114-19-686027	543002	698	Cobblestone	210	1	5/2/2022 0:00	Cunningham, Mark	Cunningham, Sarah J.	698 Cobblestone Trl Macedon, NY 14502
60115-00-936538	543401	4602	County Line	311	1	5/16/2022 0:00	Farmen, Robert C	Farmen Family Irrevocable Trus, Brett W Farmen & Katherin M Pickering as Trustees	4350 West Walworth Rd Macedon, NY 14502
60115-00-990568	543401	4613	County Line	210	1	5/16/2022 0:00	Farmen, Robert C	Farmen Family Irrevocable Trus, Brett W Farmen & Katherin M Pickering as Trustees	4350 West Walworth Rd Macedon, NY 14502
60116-00-970403	265401	5283	County Line	210	235000	5/31/2022 0:00	Estate of Edward J Bailey	Kuebler, Kyle & Rotolo, Marisa	120 Deerhurst Ln Webster, NY 14580
61114-19-616088	543002	622	Cranberry	210	320777	6/16/2022 0:00	Flaherty, Robert J	Rambert, Theodore W. Jr	622 Cranberry Ln Macedon, NY 14502
61114-19-613080	543002	622	Cranberry	311	320111	6/16/2022 0:00	Flaherty, Robert J	Rambert, Theodore W. Jr	622 Cranberry Ln Macedon, NY 14502
61114-09-084533	264201	3766	Deer Meadow	210	1	6/25/2022 0:00	Wenzler, Fred W	Wenzler, Fred W.	3766 Deer Meadow Run Macedon, NY 14502
61114-13-225269	264201	292	Farmview	210	326292	6/27/2022 0:00	Sekaz, Staci L	Abbott, Jayme L. & Palladino, Ryan J	292 Farmview Dr Macedon, NY 14502
62116-00-780294	543401	5184	Fosdick	210	1	6/8/2022 0:00	DeMinck, Paul W	DeMinck Family Trust 9/01/202, Paul W. & Kathy A as Trustees	5184 Fosdick Rd Walworth, NY 14568



62116-00-876328	543401	VL	Fosdick	120	1	6/8/2022 0:00	DeMinck, Paul W	Deminck Family Trust 9/01/202, Paul W. & Kathy A as Trustees Demott, Justin & Charlotte Tack-Demott	5184 Fosdick Rd Walworth, NY 14568
61116-00-357328	265401	428	Haley	240	477500	6/8/2022 0:00	Pier, Jon J		428 Haley Rd Ontario, NY 14519
63114-15-682387	543401	3668	High	220	161000	6/17/2022 0:00	Trost, Bunny D	Sorta, Josiah S.	143 Earl St Rochester, NY 14611
62114-20-904043	543002	3242	Leeward	210	237000	5/31/2022 0:00	McIndoe, James W	Gordner, Steven J. & Kori A	3242 Leeward Cir Walworth, NY 14568
62116-00-710053	543401	4984	Lewis	210	350000	5/9/2022 0:00	Enderlin, Ryan	Gondeck, Kourtnei-Rae L.	4984 Lewis Rd Walworth, NY 14568
61114-17-132110	264201	255	Longleaf	311	363485	6/13/2022 0:00	NVR, Inc d/b/a Ryan Homes,	Sankner, Paul & Barbara	255 Longleaf Ln Macedon, NY 14502
61114-17-179111	264201	256	Longleaf	311	339410	6/15/2022 0:00	NVR d/b/a Ryan Homes,	Ingerick, Justin A. & Shannon Maria J	256 Longleaf Ln Macedon, NY 14502
61114-17-166087	264201	265	Longleaf	311	55500	5/20/2022 0:00	Lehwood Estates LLC,	NVR, Inc. d/b/a Ryan Homes,	One Fishers Rd Ste 100 Pittsford, NY 14534
61114-17-205085	264201	275	Longleaf	311	55500	5/20/2022 0:00	Lehwood Estates LLC,	NVR, Inc. d/b/a Ryan Homes,	One Fishers Rd Ste 100 Pittsford, NY 14534
61114-17-228086	264201	281	Longleaf	311	346235	6/23/2022 0:00	NVR d/b/a Ryan Homes,	Thotakura, Dheeraj Chaitanya	281 Longleaf Ln Macedon, NY 14502
61113-06-435910	264201	462	Parkside	210	350000	6/24/2022 0:00	Burkhardt, Timothy M	Bullard, Walter	462 Parkside Trl Macedon, NY 14502
61114-18-380043	264201	419	Parkside	210	351000	6/23/2022 0:00	Drechsler, Scott	Ernstberger, Daniel J. & Mallory, Courneen	419 Parkside Trl Macedon, NY 14502
61113-08-932981	543002	749	Rookery	210	1	6/15/2022 0:00	Rainbow, Alan J	Alan J & Rosemary D Rainbow, Irrevocable Trust	749 Rookery Way Walworth, NY 14568
63115-00-357249	543401	VL	Route 350	311	54000	5/20/2022 0:00	Cypressi, Samuel	Wilbert Fruit Farm LLC	441B Route 350 Walworth, NY 14568
63114-00-101282	543401	3584	Route 350	210	225000	6/16/2022 0:00	Rutkowski, Mark T	3584 Ontario Center Rd, LLC	1221 Empire Blvd Rochester, NY 14609

61114-18-395165	264201	3487	Scenic	210	275000	6/27/2022 0:00	Holley L. & David Z	Meding, Lillian M. & Zachary J	3487 Scenic Way Macedon, NY 14502
62114-20-781080	543002	1569	Shadbush	210	190000	6/15/2022 0:00	Holdon Holdings LLC,	Sawicki, Aaron P. & Sekaz, Sherry M	1569 Shadbush Ct Walworth, NY 14568
63115-00-847714	543401	2410	Smith Hill	210	1	5/16/2022 0:00	Capone, Mary B Vandemar, Michael J	Capone Family Rev. Trust, Oreste M & Mary B as TTEE. Nixon, Jonathan T. & Kelsey C	2410 Smith Hill Rd Walworth, NY 14568 1454 Sunrise Dr Walworth, NY 14568
62113-07-659936	543002	1454	Sunrise	210	262000	6/29/2022 0:00	Michael J	Kelsey C	1454 Sunrise Dr Walworth, NY 14568
62113-07-652966	543002	1462	Sunrise	210	273000	6/10/2022 0:00	Stedman, Thomas	Lindeman, Adam & Ryan, Kali	1462 Sunrise Dr Walworth, NY 14568
61114-17-167149	264201	253	Turtle	311	55500	6/13/2022 0:00	Lehrwood Estates LLC,	NVR, Inc. d/b/a Ryan Homes	One Fishers Rd Ste 100 Pittsford, NY 14534
61114-17-170127	264201	254	Turtle	311	433085	5/26/2022 0:00	NVR, Inc. d/b/a Ryan Homes,	Robbins, Gregory T. & Cheryl A	254 Turtle Run Macedon, NY 14502
61114-17-204129	264201	264	Turtle View	311	273696	6/24/2022 0:00	NVR, Inc d/b/a Ryan Homes,	Pirvics, Juris & Anda Z	264 Turtle Run Macedon, NY 14502
61114-14-251251	543401	3527	Pointe Wakerobi	210	331000	6/7/2022 0:00	Reiber, Bryan T	Minardo, Edward M. & Kathleen M	3527 View Pointe Dr Macedon, NY 14502
62113-08-783969	543002	1542	Wal- Ontario	210	112000	5/27/2022 0:00	Depuy, Peter R	Fifth Third Bank, National, Association	5001 Kingsley Dr Cincinnati, OH 45227
63115-00-766098	543401	4244	Wal- Ontario	240	1	6/1/2022 0:00	Bachner, Johann J	County of Wayne,	26 Church St Lyons, NY 14489
61114-00-470262	543401	3567	West Walworth West	210	350000	6/1/2022 0:00	Tila, Spiro	Labar, David R. & Mary Jane	3567 West Walworth Rd Macedon, NY 14502
61114-00-695692	543401	3912	Walworth	210	175000	5/27/2022 0:00	Puckhaber, Gary	Puckhaber, Sean W.	3912 West Walworth Rd Macedon, NY 14502
61116-00-163776	265401	250	Whitney	311	50000	6/15/2022 0:00	Kummerow, Daniel C	Cirincione, Alyssa & Peretto-Kuhl, Chase	533 Haley Rd Ontario, NY 14519



**TOWN OF WALWORTH**  
Assessor  
3600 Lorraine Drive  
Walworth, NY 14568  
[assessor@townofwalworthny.gov](mailto:assessor@townofwalworthny.gov)  
(315) 986-1400 phone ext. 5  
(315)986-4342

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Assessing Department  
July 2022 Board Report

- Processed 38 sales
- Updated bank codes
- Updated change of addresses
- Permits that were on hold are still being processed
- C of Cs/ C of Os that were on hold are still being processed
- Splits and Merges that were on hold are still being processed
- Continued data entry and sketching of all new builds and improvements
- Helped many residents with concerns and questions about the Property Tax Credit
- Prepared sales report
- Prepared Board report for July
- Updated address book with new sales
- Assisted walk-in residents with a variety of questions
- Updated IVP exemptions on state website and RPSV4
- Continue to receive and process Property Description Reports so all inventory is up to date
- Continue with file maintenance, verifying inventory files etc.
- Clerk continues to verify all open permits in RPS
- Turned roll into county to produce school tax bills



3600 Lorraine Drive, Walworth, NY 14568

Mike Buckley, Parks Superintendent

(315) 926-9170

[parkssuper@townofwalworthny.gov](mailto:parkssuper@townofwalworthny.gov)

July 29, 2022

To: Supervisor Mike Donalty

Re: Parks Monthly Report

This report is for July 1, 2022, through July 29, 2022:

Daily inspection and maintenance of the Ginegaw Park lodge and pavilions

Miscellaneous Town Hall maintenance

Baseball and softball field preparation for games

Lining of soccer fields

Performed equipment repairs

Continued mowing and string trimming

Added 100 cubic yards of mulch to Ginegaw playgrounds

Began Park mulch application to tree rings

Began picnic table rehabilitation

Assisted Lions Club with festival setup

Respectfully Submitted,

Mike Buckley, Parks Superintendent

**RESOLUTION -22: BUDGET MODIFICATIONS**

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

**Budget Modifications for August 4, 2022 Board Meeting**

**HIGHWAY**

**Transfer \$56,000 from DA5130.42 (Street Sweeper Lease payment) to DA9785.6 (Installment Purchase Debt - Principal). This is an installment loan, not a lease payment. Installment debt should not be accounted for on a contractual (.4) line.**

**Appropriate additional Fund Balance and increase DA9785.7 (Installment Purchase Debt - Interest) by \$2,120.81 to cover the 2022 interest payment that was not included in the budget.**

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson  
Councilman Kelly  
Councilman Harden  
Councilman Johnson  
Supervisor Donalty

Resolution carried.

**RESOLUTION -22: AUTHORIZATION FOR SUPERVISOR TO APPROVE  
CHANGE ORDER FOR FIRE SPRINKLER PROJECT FOR HIGHWAY GARAGE**

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

The following was submitted:

**DRAFT AIA Document G701 - 2017**

**Change Order**

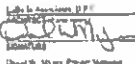
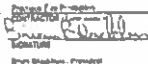

PROJECT (Owner and address)	CONTRACT INFORMATION	CHANGE ORDER INFORMATION
The Town Highway Garage Sprinkler Room 4343 Columbus Rd Walworth, NY 14281	Contract Form 1 for Professional Date January 3, 2022	Change Order Number 001 Date 7/25/22
OWNER (Name and address)	ARCHITECT (Name and address)	CONTRACTOR (Name and address)
Town of Walworth 3001 Leonard Drive Walworth, NY 14281	LaBella Associates, D.P.C. 200 State St, 10th Fl. Babylon, NY 11704	Parsons Fire Protection 27 Kings Hwy B-10 Babylon, NY 11704

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
Insert a detailed description of the change and, if applicable, direct or indirect specific values. Also include agreed upon adjustments applicable to contract Change Order Number 1.  
 1. expanded to meet into additional 30 min. (Life-Support Condition).  
 Increase cost of this work provide to available funds. Make it as indicated by the following table.

The original Contract Sum	\$ 1,000,000.00
The cost of all previously submitted Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,000,000.00
The Contract Sum as it is changed by this Change Order is the amount of	\$ 1,000,000.00
The new Contract Sum including this Change Order will be	\$ 1,000,000.00
The Contract Sum will be adjusted by Payment	\$ 0.00
The new date of completion will be August 1, 2022	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Contract Milestones. Price, in the Contract Lines, that have been authorized by Construction Change Directive and the cost and other items have been agreed upon by both the Owner and Contractor. In addition, a Change Order is required to supplement the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

LaBella Associates, D.P.C. ARCHITECT  David W. Major, Project Manager	Parsons Fire Protection CONTRACTOR  David W. Major, Project Manager	Town of Walworth OWNER  David W. Major, Project Manager
DATE 7/25/22	PROJECT NAME AND TITLE FIRE	SIGNATURE DATE 7/25/22

**THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Walworth authorizes Supervisor Donalty to approve Change Order Number 001 as submitted.

Adopted this 4<sup>th</sup> day of August, 2022 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson  
 Councilman Kelly  
 Councilman Harden  
 Councilman Johnson  
 Supervisor Donalty

Resolution carried.



# LNB Ontario Shred Day



**Saturday**  
**August 20, 2022**  
**9AM-Noon**

**Walworth Town Hall**  
**3600 Lorraine Drive**  
**Walworth, NY 14568**

Community members are invited to use  
this free service to securely dispose of documents.

Limit of 10 boxes/bags per vehicle.

*Please consult retention guidelines before disposing of a document.*