

Presiding Supervisor Donalty called the Regular Town Board Meeting, Town of Walworth, County of Wayne, State of New York, held at 3600 Lorraine Drive, Walworth, New York to order at 6:30 PM. Supervisor Donalty led those present in the recitation of the Pledge of Allegiance.

PRESENT:

Michael Donalty	Supervisor
Amber Linson	Councilwoman
Alex Kelly	Councilman
Jim Harden	Councilman
Rick Johnson	Councilman
Aimée Phillips-Lomb	Town Clerk

ABSENT: Kevin Switzer Highway Superintendent

OTHERS PRESENT: Norman Druschel, Building Inspector; Donald Young, Esq., Town Attorney; Martin Aman, Executive Director, Wayne County Water and Sewer Authority; Michael Simon and Brad Upson, LaBella Associates; and 9 (nine) members of the public.

Supervisor Donalty read the following statement:

“At our special meeting on July 28, we had some technical difficulties that resulted in cancelling the livestream. While we are not obligated to provide this service, we do understand that it is important to our residents and, in the interest of complete transparency, we will continue to do so, within the capabilities of our technology. We encourage our constituents to attend the meetings in person, participate in the meeting, and ask questions. Please do not hesitate to contact any one of us with any questions or concerns you may have regarding your town government.”

MINUTES

Motion by Councilwoman Linson that the minutes of July 21, 2022 Regular Meeting are approved as submitted by the Town Clerk. Seconded by Councilman Johnson.

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

Motion carried.

MINUTES

Motion by Councilman Kelly that the minutes of July 28, 2022 Special Meeting are approved as submitted by the Town Clerk. Seconded by Councilwoman Linson.

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

Motion carried.

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

Mr. Aman provided a brief history of the Regional Wastewater Treatment Plant Project, including financing, determination of plant site, grant opportunities and Walworth's history with the project. He then explained that the project bids had come in higher than expected, therefore he is looking into additional funding options and savings offers to offset the increased costs. Mr. Aman distributed a sewer cost comparison chart for the Town Board's review. Discussion ensued regarding costs and next steps, with Mr. Aman and Town Attorney Young stating that the bonding resolution will need revision, statements from towns expressing their desire to remain in the project and updated financing.

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

Mr. Simon distributed its "Review of Estimated Project Costs Associated with Recommended Improvements to the Town of Walworth Water Pollution Control Facility" for the Town Board to review. Mr. Simon and Mr. Brad Upson, engineer with LaBella Associates, reviewed the process taken to acquire data in the report as well as projected costs, possible grants, DEC mandates associated with upgrading the Town of Walworth Wastewater Treatment Plant. Discussion ensued and Supervisor Donalty encouraged residents to contact Town Board members with comments and questions.

ELECTED OFFICIALS' REPORTS:

TOWN CLERK – No report.

HIGHWAY SUPERINTENDENT – No report.

COUNCILWOMAN LINSON – No report.

COUNCILMAN HARDEN – No report.

COUNCILMAN JOHNSON

Councilman Johnson stated that the Office of Cannabis Management is accepting applications for vendors and dispensaries, and licensing is projected to begin in the 4th quarter of 2022. He stated that the Town of Walworth is farther along in its planning process than other towns in Wayne County.

COUNCILMAN KELLY – No report.

SUPERVISOR DONALTY

Supervisor Donalty reviewed the following events and dates for those present:

- There will be a Red Cross blood drive at the Town Hall meeting room on Wednesday, August 10, 2022 from 12:00 to 5:00 PM
- The Walworth/Macedon National Night Out will take place at Gananda High School on Tuesday, August 16, 2022 from 6:00 – 8:00 PM
- A shredding event, in conjunction with Lyons National Bank, will take place at the Walworth Town Hall upper parking lot on Saturday, August 20, 2022 from 9:00 AM – 12:00 PM
- The Walworth Town Board will be holding a joint meeting with the Walworth – Seely Public Library Board of Trustees on Thursday, August 11, 2022 at 7:00 PM

RESOLUTIONS:

RESOLUTION 118-22: 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

Councilwoman Linson offered the following Resolution and moved its adoption. Seconded by Councilman Kelly 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 Ms. Staci Harrison as School Tax Collector and Mrs. Kathryn Johnson as School District Treasurer for the portion of Walworth within the Gananda Central School District for 2022-2023.

Adopted this 4th day of August, 2022 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION 119-22: TO WAIVE APPLICATION FEE FOR WEST WALWORTH VOLUNTEER FIRE DEPARTMENT FOR A BUILDING PERMIT FOR REPLACEMENT OF SEPTIC SYSTEM

Councilwoman Linson offered the following Resolution and moved its adoption. Seconded by Councilman Kelly to wit:

The following was submitted:

WEST WALWORTH VOLUNTEER FIRE DEPARTMENT



MEMORANDUM

TO: HONORABLE TOWN SUPERVISOR AND TOWN BOARD MEMBERS
FROM: CODY 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 SHUFELT, 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) 886-2241 | <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 4th day of August, 2022 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION 120-22: TO AUTHORIZE TOWN SUPERVISOR TO EXECUTE THIRD PARTY ADMINISTRATOR AGREEMENT WITH ENERGETIX CORP FOR TOWN OF WALWORTH DRUG AND ALCOHOL TESTING PROGRAM

Councilman Johnson offered the following Resolution and moved its adoption. Seconded by Councilwoman Linson 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 14588.

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 §382.403 as requested by Employer;

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

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

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

2.6 TPA is utilizing Energetix / I3Screen to perform the random selection, drawn quarterly.

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

3. Employer Responsibilities:

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

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

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

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

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

4. Charges for Services:

4.1 Random testing shall be charged at \$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 Independent Contractor. 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 consistent with such status, that it will neither hold itself out as 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, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely 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 those 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 those 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 affected 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 Sole 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 prior 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 4th day of August, 2022 at the meeting of the Town Board.

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


Resolution carried.

RESOLUTION 121-22: TO AUTHORIZE EXPENDITURE OF \$6513.36 FROM TOWN OF WALWORTH ARPA FUNDS TO PURCHASE A “GAGA BALL PIT” FOR GINEGAW PARK PLAYGROUND

Councilwoman Linson offered the following Resolution and moved its adoption. Seconded by Councilman Johnson to wit:

The following was submitted:

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



ESTIMATE # 20330
 DATE 04/28/2022
 EXPIRATION DATE 08/08/2022

Estimate

ADDRESS	SHIP TO	
Amelia DeVolder Town of Walworth 3600 Lorraine Dr. Walworth, NY 14568 adevolder@townofwalworth.ny.gov	Amelia DeVolder Town of Walworth 3600 Lorraine Dr. Walworth, NY 14568 315-986-1400 opt. 7, prompt 1	

SHIP VIA	P.O. NUMBER	SALES REP
FEG & LTLx2	Amelia - tiles	jes

QTY	SKU	DESCRIPTION	RATE	AMOUNT
1	00830	OCTAGON 30H - COLOR TBD Gaga Ball Pit Bracket System: 8 Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions. Includes the current 25% surcharge on steel.	650.00	650.00T
1	03070	Metal Game Rules Sign, 11"x17" includes mounting screws	49.00	49.00T
1	02040-SCL	30H ADA DOORWAY KIT - Kit includes black jambs, hinges, latch, fasteners and instructions, door is constructed with matching structural composite lumber. Compatible with 30H models. Includes the current 25% surcharge on steel.	395.00	395.00T
1	T2-BRN-ADA	2 - 5'4x8'8 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	95.86T
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	2,524.08T
24	090-FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets	3.75	90.00T
1	T2-BRN-CO	5'4x8'8 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	47.93T
1	0330-28 GRS	20'x20'9" 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	1,578.49T

The terms set forth at <https://www.gagaballpits.com> supersede all prior statements or understandings, whether oral or written, with regard to the purchase of goods and services from Coach Cliff's Gaga Ball Pits LLC and are incorporated by reference into the estimate and control over any inconsistent terms in your purchase order or other acceptance.

QTY	SKU	DESCRIPTION	RATE	AMOUNT
1		Due to current world events, estimated ship cost will be finalized once order is placed. Bracket System via GROUND = \$137 Lumber via LTL Freight = \$426 Flooring via LTL Freight = \$520	1,083.00	1,083.00

**Due to material shortages and increases in raw material cost, surcharges have been applied to steel, plastic resin and rubber components where applicable. For more information visit www.gagaballpits.com ** *Updated shipping 06.22.22 (BS) *Removed Solid Tiles and Added Mats with Holes; adjusted ship cost 06.23.22 (LM) *Updated shipping 07.25.22 (LM)	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">SUBTOTAL</td> <td style="text-align: right;">6,513.36</td> </tr> <tr> <td>TAX (0%)</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$6,513.36</td> </tr> </table>	SUBTOTAL	6,513.36	TAX (0%)	0.00	TOTAL	\$6,513.36
SUBTOTAL	6,513.36						
TAX (0%)	0.00						
TOTAL	\$6,513.36						

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 4th day of August, 2022 at the meeting of the Town Board.

Roll call vote:	Councilwoman Linson	Aye
	Councilman Kelly	Aye
	Councilman Harden	Aye
	Councilman Johnson	Aye
	Supervisor Donalby	Aye

Resolution carried.

RESOLUTION 122-22: TO AUTHORIZE EXPENDITURE OF \$8851.17 FROM TOWN OF WALWORTH ARPA FUNDS TO PURCHASE A “MERRY-GO-ROUND” FOR GINEGAW PARK PLAYGROUND

Councilman Kelly offered the following Resolution and moved its adoption. Seconded by Councilwoman Linson to wit:

The following was submitted:



C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
F: 732-974-0226
E: MRC@GAMETIME.COM
Web: www.mrcrc.com

08/23/2022
Quote #
107702-02-01

NY Walworth Town of - Whirl

Town of Walworth
Attn: Mike Suckely
3600 Lonsome Drive
Walworth, NY 14568
Phone: 315-586-1400 Ext. 12
parksuper@townofwalworthny.gov

Ship to Zip: 14568

Quantity	Part #	Description	Unit Price	Amount
1	6118	GameTime - Space Whirl (Recent: _____) (Base: _____)	\$7,460.00	\$7,460.00
Contract: DMNVA #2017001134			Sub Total	\$7,460.00
			Discount	(\$671.40)
			Material Surcharge	\$1,173.06
			Freight	\$896.46
			Total	\$8,851.17

Comments
Cm's Contract 2017001134

Installation, safety surfacing and offloading upon delivery are not included in this proposal

Tax exemption certificate is needed when ordering or taxes may be applied!

L/C#
This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND 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 c/o MRC. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to GameTime, Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

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

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 Weeks after GAMETIME'S receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. 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 uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.
Sales Representative: Linda Cullerton

Page 1 of 2



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 4th day of August, 2022 at the meeting of the Town Board.

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

Resolution carried.

COMMUNICATION:

- **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

Motion to accept and file communication by Councilwoman Linson as submitted by the Town Clerk. Seconded by Councilman Johnson.

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

Motion carried.

Supervisor Donalty reviewed the following Town Board meeting dates:

TOWN BOARD MEETINGS:

DATE	TIME	MEETING TYPE
AUGUST 18, 2022	6:30 PM	REGULAR
SEPTEMBER 1, 2022	6:30 PM	REGULAR
SEPTEMBER 8, 2022	8:00 AM – 4:00 PM	BUDGET WORKSESSION

NEW AND OTHER BUSINESS:

- **Discussion on next steps for cannabis dispensary regulation** – Discussed as part of Councilman Johnson’s report.

- **Update on revised Town Code and plan for completion**

Town Attorney Young stated that General Code had compiled all changed submitted by the Town Board with a link for public access to those changed. He shared that a public hearing needs to be scheduled and Supervisor Donalty stated that the date of the public hearing will be set at the August 18, 2022 Town Board meeting.

- **Town of Walworth Comprehensive Plan Bid Discussion**

Two bids were received in response to the Town’s request for proposals to update the Town’s Comprehensive Plan, as were opened at the special meeting held on July 28, 2022:

- 1) MRB Group in the amount of \$50,975.00 for 12 months
- 2) LaBella Associates in the amount of \$48,000.00 for 12 months

Discussion ensued regarding the two proposals, and the following resolution was offered:

RESOLUTION 123-22: TO AWARD BID TO AND EXECUTE CONTRACT WITH LABELLA ASSOCIATES FOR TOWN OF WALWORTH COMPREHENSIVE PLAN UPDATE, TO BE EXPENDED FROM TOWN OF WALWORTH ARPA FUNDS

Councilwoman Linson offered the following Resolution and moved its adoption. Seconded by Councilman Johnson to wit:

The following was submitted:

WHEREAS, the Town of Walworth prepared and adopted a Comprehensive Plan in 2016 and the Town wishes to update this plan; and

WHEREAS, the Town Board authorized the issuance of a request for proposals to update the Town of Walworth Comprehensive Plan on June 16, 2022 (Resolution 107-22); and

WHEREAS, two proposals were received and reviewed by the Town Board;

THEREFORE, BE IT RESOLVED that the Town Board of the Town of Walworth awards the bid to LaBella Associates for the update to the Town of Walworth Comprehensive Plan, and authorizes the Town Supervisor to execute the contract, with funds in the amount of \$48,000.00 coming from the Town of Walworth ARPA monies.

Adopted this 4th day of August, 2022 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION 124-22: BUDGET MODIFICATIONS

Councilman Johnson offered the Resolution and moved its adoption. Seconded by Councilwoman Linson 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 4th day of August, 2022 at the meeting of the Town Board.

PUBLIC PARTICIPATION:

Deborah Williams addressed the Town Board inquiring about the Town committee that had been proposed to address cannabis regulations and the gathering of public feedback as part of the Town’s Comprehensive Plan.

Councilwoman Linson stated that the Hometown Heroes Committee had 14 new banners produced as part of its second phase of the banner project.

EXECUTIVE SESSION:

Motion by Councilman Johnson 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 Councilwoman Linson.

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

Motion carried.

Time: 8:40 PM.

Councilman Harden exited the meeting.

RECONVENE:

Motion by Councilman Johnson to reconvene the regularly scheduled meeting. Seconded by Councilman Kelly.

Time: 9:34 PM.

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

Motion carried.

ADJOURNMENT:

Motion by Councilwoman Linson to adjourn. Seconded by Councilman Johnson.

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

Motion carried.

Time: 9:34 PM

Respectfully Submitted,
Aimée Phillips-Lomb
Town Clerk