



**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 3, 2023 6:30 PM**

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

**MINUTES:**                **July 20, 2023 Regular Meeting**

**PRESENTATIONS**

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

**RESOLUTIONS**

**Resolution -23:**            Authorization for the Town Supervisor to sign and execute the Storm Water Control Facility Maintenance Agreement with Lehrwood Estates

**COMMUNICATION:**

- **Animal Control Officer Report for the month of July 2023**
- **Walworth Justice Court Monthly Report for July 2023**

**NEW AND OTHER BUSINESS**

**Highway Request For Pipeline Drilling Reimbursement Discussion**

**Policies, Procedures and Employee Handbook Review**

**Dolomite Park Update**

**PUBLIC PARTICIPATION**

**EXECUTIVE SESSION**

**ADJOURNMENT**

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

(Updated 8/2/2023)

**RESOLUTION -23: AUTHORIZE TOWN SUPERVISOR TO SIGN AND EXECUTE THE STORM WATER CONTROL FACILITY MAINTENANCE AGREEMENT WITH LEHRWOOD ESTATES**

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

The following was submitted:

**STORM WATER CONTROL FACILITY  
MAINTENANCE AGREEMENT**

Whereas, the Town of Walworth, having an address of 3600 Lorraine Drive, Walworth, NY 14568 ("Municipality") and Lehrwood Estates, having an address of 1125 Drive Rd. Arden, NY ("Developer") seek to enter into an agreement (the "Agreement") to provide for the maintenance and continuation of storm water control measures approved by the Municipality for the below named project, and 14414

Whereas, the Municipality and the Developer desire that the storm water control measures, as shown on the approved project plans prepared by Marchionis and last dated 8/19/2021 (the "Plans"), be built in accordance with the Plans and thereafter be maintained, cleaned, repaired, replaced and continued by the Developer for the Term of this Agreement, all in order to ensure optimum performance of the components.

Therefore, the Municipality and the Developer agree as follows:

1. The term of this Agreement (the "Term") shall run until: a) three years from the date of execution of this Agreement by the Town, or b) until the certificate of occupancy is issued for the 83<sup>rd</sup> lot of the associated subdivision (83% of 98 lots), whichever occurs first. The Term of this Agreement shall be automatically extended in accordance with paragraph 5 hereof.
2. This agreement binds the Developer, its successors and assigns, during the Term hereof, to maintain the storm water control measures depicted in the Plans (as the same may be amended) which are attached as Schedule A of this Agreement, all in accordance herewith.
3. The Developer shall maintain, clean, repair, replace and continue the storm water control measures depicted in the Plans as necessary to ensure optimum performance of the measures to design specifications. The storm water control measures may include, but shall not be limited to, the following rain garden, drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, detention ponds and retention ponds (collectively, the "Control Measures").
4. The Developer shall be responsible for all expenses related to the maintenance of the Control Measures during the Term.
5. Within nine months of the termination of this Agreement under paragraph (1), the Developer shall complete a final inspection of the Control Measures to determine the condition and integrity of the Control Measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York (the "Inspecting Engineer"). The Inspecting Engineer shall prepare and submit to the Municipality within 30 days of such inspection, a written report of the findings including recommendations for those actions necessary for the continued maintenance of the Control Measures. Such inspection shall demonstrate to the Town's satisfaction that the Control Measures have been properly maintained and otherwise meet Town specifications. Should such inspection provide otherwise, the Developer shall undertake repairs, maintenance or replacement of the Control Measures at the direction of the Municipality. The Term of this Agreement shall be automatically extended until the Town accepts a final inspection which demonstrates that the Control Measures have been properly

maintained and meet Town specifications

In addition, the Building Inspector for the Town of Watworth may inspect the Control Measures each year. The Developer shall permit access by the Building Inspector and pay any fees associated with such annual inspection.

6. The Developer shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Control Measures except in accordance with written approval of the Municipality.

7. The Developer shall undertake necessary repairs, maintenance or replacement of the Control Measures at the direction of the Municipality or in accordance with the recommendations of the Inspecting Engineer. Such repairs, maintenance or replacement in accordance with the Plans shall not require further approval of the Municipality so long as in accordance with the Plans.

8. The Developer shall provide to the Municipality within 30 days of the date of this agreement, a security for the maintenance and continuation of the Control Measures in the form of  a Bond,  letter of credit or  escrow account (check the applicable box or remove unused options) for a period of three (3) years.

9. This agreement shall be recorded in the Office of the County Clerk, County of Wayne. If the Control Measures are located on property that is part of a homeowner's or condo association, this Agreement shall be included in the offering plan and/or prospectus.

10. If ever the Municipality determines that the Developer has failed to construct, maintain, clean, repair, replace and continue the Control Measures in accordance with the Plans or has failed to undertake corrective action specified by the Municipality or by the Inspecting Engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the Control Measures and to pay for the cost thereof out of the security, or affix the expenses thereof as a lien against the property (including reasonable attorney fees and other administrative costs incurred in executing such a lien).

11. The parties agree and acknowledge that this Agreement shall cover not only the Control Measures set forth on the Plans, but it also shall cover any alterations or modifications to the Plans that may be approved by the Municipality after the execution of this Agreement.

12. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties.

13. This Agreement shall be governed exclusively by the laws of the State of New York, without giving effect to choice of laws or choice of laws rules or principles.

14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. This Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

**CONTINUED ON NEXT PAGE**

16. This Agreement is effective upon full execution by both parties.

The parties have entered into this Agreement on this \_\_\_ day of \_\_\_\_\_, 202\_\_.

TOWN OF WALWORTH, NY

By: \_\_\_\_\_  
Name:  
Title: Supervisor

By: Bruce B. Howlett  
Name: Bruce B. Howlett  
Title: Member

STATE OF NEW YORK )  
COUNTY OF WAYNE ) SS:

On the \_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF Livingston ) SS:

On the 21<sup>st</sup> day of June in the year 2023 before me, the undersigned, personally appeared Bruce E. Howlett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

James J. Whiteman  
Notary Public

JAMES JO WHITEMAN  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 017966109038  
Qualified in Livingston County  
by Commission Expires June 16, 2027

**NOW, THEREFORE BE IT RESOLVED**, that the Board of the Town of Walworth authorizes the Town Supervisor to sign and execute the Storm Water Control Facility Maintenance Agreement with Lehrwood Estates.

Adopted this 3<sup>rd</sup> day of August, 2023, at a meeting of the Town Board.

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

Resolution carried/failed.

**ANIMAL CONTROL OFFICER REPORT**  
**Walworth, NY**

Date: July 2023

Dog Control Officer's Name: Lea Dill

Calls for the month of: July 2023

<u>DESCRIPTION</u>	<u># OF CALLS:</u>
1) Reported Stray Sighting (Not picked up).	<u>1</u>
2) DL 18 processed & taken to Shelter. (Strays picked up).	<u>0</u>
3) DL 18 processed with local pick up charged to the dog owner.	<u>0</u>
4) Complaints (Barking, defecating on neighbor's lawn, off property - off leash)	<u>2</u>
5) Owner reporting lost dog. (a) Owner reported the dog returned home.	<u>1</u> <u>0</u>
6) Dog Bite Cases. (a) Issued 10-day confinement for dog that attacked. (b) Follow up on 10-day confinement, released from confinement.	<u>0</u> <u>0</u> <u>0</u>
7) Court Appearance tickets issued.	<u>0</u>
8) Follow ups on expired license or no license.	<u>2</u>

Other - (Please describe \*)

\*On 5/16/23 NYS Ag & Market Inspection with Ag Inspector, inspection includes review of paperwork processed, inspection of van and equipment. Inspection results found to be satisfactory and in compliance with NYS Ag & Markets requirements.

\* Issued warning letters to Shawn Jennings regarding his dogs at large in the Town of Walworth.

\*Received call about injured baby racoon, referred to wildlife rehabber.

\*Received call about an injured cat, found cat and turned cat over to cat rescue.

\*Received call about a cat at Galvan's trailer park. I spoke with the owner of the cat, owner could not take the cat with her. I informed the owner that I would contact rescue. Met cat rescue at the trailer park, we caught the cat and rescue took cat.

## Aimee Phillips

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**From:** Walworth Court <court@townofwalworthny.gov>  
**Sent:** Tuesday, August 1, 2023 2:03 PM  
**To:** townclerk@townofwalworthny.gov  
**Subject:** Monthly reporting

Hi!!! The judges will be sending the state \$4774.00 for the month of July for the fines and fee's collected.

Tracie Henning  
Walworth Court Clerk  
3600 Lorraine Drive  
Walworth, NY 14568  
1-315-960-7680 (Phone)  
1-888-848-0841 (Fax)

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