



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

315.986.1400
315.926.9154
Fax 315.986.1440

TOWN BOARD REGULAR MEETING – AGENDA
JANUARY 18, 2024 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

MINUTES: **January 4, 2024** **Organizational Meeting**
 January 4, 2024 **Regular Meeting**

PRESENTATIONS

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

Monthly Report of the Supervisor for November 2023
Monthly Report of the Town Clerk for December 2023
Annual Report of the Town Clerk for 2023
Monthly Report of the Receiver of Taxes, dated January 15, 2024

RESOLUTIONS:

- Resolution -24:** Authorize the Town Supervisor to sign the Williamson Law Book Company annual software support contract for Municipal Accounting software, Building & Codes Enforcement software and Town Clerk Plus software, budgeted items
- Resolution -24:** Abstract 13, Approval
- Resolution -24:** Abstract 1, Approval
- Resolution -24:** Authorizing the transfer from General Fund to Dog Enumeration Reserve Fund A231DE
- Resolution -24:** To reappoint Christine Stanford to a two-year term as Town Comptroller and Budget Officer
- Resolution -24:** To accept, publish and distribute revised Employee Handbook
- Resolution -24:** To create position of Working Foreman in the Highway Department and to authorize the Highway Superintendent to fill the position from within
- Resolution -24:** Authorize Supervisor to execute Add-Drop Form to remove Town-owned land located at 1870 Walworth-Penfield Road from the Wayne County Agricultural District #1

(Updated 1/17/2024)

- | | | |
|-------------------|-------------|---|
| Resolution | -24: | Authorize Town Supervisor to sign retainer agreement for Zoghlin Group, Prosecuting Attorney Services |
| Resolution | -24: | Authorize the hire of Mr. Noah Affronti as Parks and Facilities Laborer, full time employee with a rate of \$16.50 per hour, effective January 23, 2024 |
| Resolution | -24: | Authorize the hire of Marissa Neitz as Account Clerk, full time provisional employee with a rate of \$18.00 per hour, effective February 1, 2024 |
| Resolution | -24: | Authorize the Highway Superintendent to purchase a new 2025 International 10 wheel truck from Regional International with a price not to exceed \$267,320.86 |
| Resolution | -24: | To authorize Town Comptroller to pay \$1,5110.00 to Gasboy System Services once received |
| Resolution | -24: | To authorize the purchase of the 2021 Chevrolet Equinox and the Town Supervisor to sign purchase documents, with budget amendment |
| Resolution | -24: | Authorize Supervisor to execute Agreement with Wayne County Water and Sewer Authority to provide one or more operators to assist with operation of the Walworth Treatment Plant as needed |

COMMUNICATION:

- **Walworth Wastewater Treatment Plant Report for the month of December 2023**
- **Walworth Town Court Monthly update for December 2023**
- **Parks & Facilities Monthly Report, dated January 12, 2024**
- **Walworth Recreation Month End Report for December 2023/Year End 2023**
- **Letter from NYS Department of Transportation regarding Swadling Road Traffic Study, dated January 13, 2024**

NEW AND OTHER BUSINESS

- **Policies, Procedures and Employee Handbook Review Update**

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

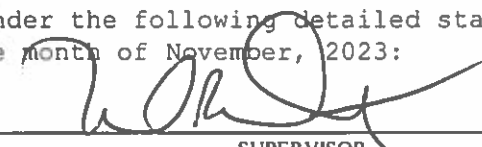
(Updated 1/17/2024)

MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF WALWORTH:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of November, 2023:

DATED: December 29, 2023


SUPERVISOR

	Balance 10/31/2023	Increases	Decreases	Balance 11/30/2023
A GENERAL FUND				
CONSOLIDATED CHECKING	868,146.80	453,407.50	244,601.80	1,076,952.50
CASH IN SAVINGS - NYCLASS	733,947.53	3,200.21	0.00	737,147.74
ARPA SAVINGS - NYCLASS	643,020.90	2,784.82	65,385.72	580,420.00
ARPA MONEY MARKET - LNB	0.00	2,784.82	2,784.82	0.00
PETTY CASH	820.00	0.00	0.00	820.00
HIGHWAY BUILDING REPAIR/ALTERA	15,248.51	66.47	0.00	15,314.98
BLDG EQUIPMENT/SOFTWARE	2,116.18	9.26	0.00	2,125.44
TOWN CLERK EQUIPMENT RESERVE	3,234.52	14.10	0.00	3,248.62
COMPUTER EQ RESERVE SAVINGS	80,904.10	352.75	0.00	81,256.85
TOWN HALL CAPITAL RESERVE	263,840.46	1,150.42	0.00	264,990.88
DOG ENUMERATION RESERVE FUND	3,530.53	15.35	0.00	3,545.88
EMPLOYEE BENEFIT RESERVE	2,044.54	8.96	0.00	2,053.50
PARK EQ RESERVE SAVINGS	157,593.22	687.14	0.00	158,280.36
RETIREMENT CONTRIBUTION RESERV	10,446.45	45.54	0.00	10,491.99
HAMLET SIDEWALK RESERVE FUND	28,714.27	125.19	0.00	28,839.46
RESERVE FOR RECORDS MANAGEMENT	75,015.21	327.10	0.00	75,342.31
TOTAL	2,888,623.22	464,979.63	312,772.34	3,040,830.51
CM1- PARK SPECIAL REVENUE FUND				
CONSOLIDATED CHECKING	133,213.96	7,585.00	186.17	140,612.79
TOTAL	133,213.96	7,585.00	186.17	140,612.79
CM6- CEMETERIES				
CONSOLIDATED CHECKING	3,270.10	0.00	0.00	3,270.10
TOTAL	3,270.10	0.00	0.00	3,270.10
DA HIGHWAY FUND				
CONSOLIDATED CHECKING	815,953.72	4,232.53	180,558.71	639,627.54
CASH IN SAVINGS - NYCLASS	483,292.28	2,107.28	0.00	485,399.56
EMPLOYEES BENEFITS RESERVE	6,796.18	29.67	0.00	6,825.85
MACHINERY RESERVE SAVINGS	365,211.82	1,592.42	0.00	366,804.24
RETIREMENT CONTRIBUTION RESERV	10,446.45	45.54	0.00	10,491.99
TOTAL	1,681,700.45	8,007.44	180,558.71	1,509,149.18
HA TO BE DETERMINED				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

MONTHLY REPORT OF SUPERVISOR

	Balance 10/31/2023	Increases	Decreases	Balance 11/30/2023
HB DEWBERRY PUMP STATION UPGRADE				
CONSOLIDATED CHECKING	81,163.42	0.00	0.00	81,163.42
CASH IN SAVINGS - NYCLASS	120,370.39	524.86	0.00	120,895.25
TOTAL	201,533.81	524.86	0.00	202,058.67
HC NEW PAVILION IN GINEGAW PARK				
CONSOLIDATED CHECKING	-50,744.30	50,768.70	24.40	0.00
TOTAL	-50,744.30	50,768.70	24.40	0.00
HD COMPREHENSIVE MASTER PLAN				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HE GINEGAW RESTROOMS				
CASH - CHECKING	10,900.10	0.00	0.00	10,900.10
TOTAL	10,900.10	0.00	0.00	10,900.10
L LIBRARY FUND				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
MS SELF INSURANCE FUND				
	0.00	0.00	0.00	0.00
MONEY MARKET SAVINGS - LNB	2,673.81	8.79	0.00	2,682.60
TOTAL	2,673.81	8.79	0.00	2,682.60
SD1- WALWORTH CONSOLIDATED				
CONSOLIDATED CHECKING	155,433.31	0.00	0.00	155,433.31
TOTAL	155,433.31	0.00	0.00	155,433.31
SD2- CRYSTAL CREEK DRAINAGE				
CONSOLIDATED CHECKING	2,319.73	0.00	0.00	2,319.73
CRYSTAL CREEK DRAINAGE RES SAV	6,939.11	30.27	0.00	6,969.38
TOTAL	9,258.84	30.27	0.00	9,289.11
SF2- WEST WALWORTH FIRE PROTECTION				
	0.00	0.00	0.00	0.00
CASH IN SAVINGS - NYCLASS	3,841.11	16.77	0.00	3,857.88
TOTAL	3,841.11	16.77	0.00	3,857.88
SF3- LINCOLN FIRE PROTECTION				
	0.00	0.00	0.00	0.00
CASH IN SAVINGS - NYCLASS	13,541.74	59.04	0.00	13,600.78
TOTAL	13,541.74	59.04	0.00	13,600.78

MONTHLY REPORT OF SUPERVISOR

	Balance 10/31/2023	Increases	Decreases	Balance 11/30/2023
SL1- WALWORTH LIGHT DISTRICT				
CONSOLIDATED CHECKING	32,128.14	0.00	512.06	31,616.08
TOTAL	32,128.14	0.00	512.06	31,616.08
SL2- HARVEST HILL LIGHT DISTRICT				
CONSOLIDATED CHECKING	4,478.02	0.00	776.54	3,701.48
TOTAL	4,478.02	0.00	776.54	3,701.48
SL3- GANANDA LIGHT DISTRICT				
CONSOLIDATED CHECKING	19,268.84	0.00	1,224.63	18,044.21
TOTAL	19,268.84	0.00	1,224.63	18,044.21
SL4- BROOKSIDE LIGHT DISTRICT				
CONSOLIDATED CHECKING	311.14	0.00	26.26	284.88
BROOKSIDE REPAIR RESERVE	4,870.97	21.27	0.00	4,892.24
TOTAL	5,182.11	21.27	26.26	5,177.12
SL5- ORCHARD VIEW LIGHT DISTRICT				
CONSOLIDATED CHECKING	4,794.54	0.00	304.80	4,489.74
TOTAL	4,794.54	0.00	304.80	4,489.74
SL6- LEHRWOOD LIGHTING DISTRICT				
CONSOLIDATED CHECKING	1,000.00	0.00	0.00	1,000.00
TOTAL	1,000.00	0.00	0.00	1,000.00
SM GANANDA SIDEWALK DISTRICT				
	0.00	0.00	0.00	0.00
CASH IN SAVINGS - NYCLASS	51,471.70	224.43	0.00	51,696.13
TOTAL	51,471.70	224.43	0.00	51,696.13
SM1- LEHRWOOD SIDEWALK DISTRICT				
	0.00	0.00	0.00	0.00
CASH IN SAVINGS - NYCLASS	512.02	0.00	0.00	512.02
TOTAL	512.02	0.00	0.00	512.02
SP JOHN'S PARK DISTRICT				
CONSOLIDATED CHECKING	3,609.46	0.00	0.00	3,609.46
TOTAL	3,609.46	0.00	0.00	3,609.46
SS WALWORTH SEWER DISTRICT #1				
CONSOLIDATED CHECKING	689,427.89	75,679.15	106,870.96	658,236.08
MONEY MARKET	321,242.90	20,252.68	0.00	341,495.58
PETTY CASH	100.00	0.00	0.00	100.00
SEWER DIST BUILDING RESERVE	209,507.47	913.50	0.00	210,420.97
SEWER EQ RESERVE SAVINGS	132,799.79	579.07	0.00	133,378.86
SEWER CAPITAL RESERVE	99,655.18	434.53	0.00	100,089.71

MONTHLY REPORT OF SUPERVISOR

	Balance 10/31/2023	Increases	Decreases	Balance 11/30/2023
TOTAL	1,452,733.23	97,858.93	106,870.96	1,443,721.20
SW1- WALWORTH WATER DISTRICT #1				
	0.00	0.00	0.00	0.00
CASH IN SAVINGS - NYCLASS	39,224.63	171.03	0.00	39,395.66
SPECIAL RESERVE, WATER STORAGE	2,396.33	10.47	0.00	2,406.80
TOTAL	41,620.96	181.50	0.00	41,802.46
SW19- WATER EXT #19 LIN/SWA/CO				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
SW20- WATER EXT #20 ARBOR/TUMMONDS				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
TA TRUST & AGENCY				
CASH - CHECKING	7,737.93	164,039.24	161,571.35	10,205.82
TOTAL	7,737.93	164,039.24	161,571.35	10,205.82
TC CUSTODIAL TRUST				
CASH - CHECKING	136,130.25	29,510.00	16,591.20	149,049.05
TOTAL	136,130.25	29,510.00	16,591.20	149,049.05
V DEBT SERVICE				
	0.00	0.00	0.00	0.00
ARBOR/TUMMONDS RESERVE SAVINGS	7,324.55	31.92	0.00	7,356.47
LIN/SWAD RESERVE SAVINGS	12,163.37	53.02	0.00	12,216.39
TOTAL	19,487.92	84.94	0.00	19,572.86
TOTAL ALL FUNDS	6,833,401.27	823,900.81	781,419.42	6,875,882.66

TOWN CLERK'S MONTHLY REPORT

DECEMBER, 2023

TOWN OF WALWORTH, NEW YORK

TO THE SUPERVISOR:

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Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255			
	<u>1</u>	DECALS	<u>1.38</u>
	<u>1</u>	MARRIAGE LICENSES NO. 23046 TO 23046	<u>17.50</u>
	<u>1</u>	MISCELLANEOUS	<u>1,495.36</u>
	<u>6</u>	B/D/M RECORDS SEARCH	<u>180.00</u>
		TOTAL TOWN CLERK FEES	1,694.24
A1689			
	<u>1</u>	PERC/NEW/SEPTIC REPAIR	<u>200.00</u>
		TOTAL A1689	200.00
A2001			
	<u>2</u>	RECREATION	<u>343.00</u>
		TOTAL A2001	343.00
A2115			
	<u>1</u>	PB REVIEW FEES/OTHER	<u>300.00</u>
		TOTAL A2115	300.00
A2544			
	<u>46</u>	DOG LICENSES	<u>498.00</u>
		TOTAL A2544	498.00
A2555			
	<u>16</u>	BUILDING PERMITS	<u>1,680.20</u>
		TOTAL A2555	1,680.20
A2590			
	<u>1</u>	GALVIN TRAILER PARK	<u>480.00</u>
		TOTAL A2590	480.00
A2770B			
	<u>3</u>	OTHER INCOME BUILDING	<u>560.00</u>
		TOTAL A2770B	560.00
A2770S			
	<u>2</u>	SEPTIC INSP (NEW CONSTR)	<u>150.00</u>
		TOTAL A2770S	150.00
CM2025			
	<u>5</u>	FACILITY RENTALS	<u>1,250.00</u>
		TOTAL CM2025	1,250.00
CM2089			
	<u>2</u>	PARK EXPENDABLE TRUST	<u>1,300.00</u>
		TOTAL CM2089	1,300.00

TOWN CLERK'S MONTHLY REPORT

DECEMBER, 2023

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TA301			
	<u>6</u>	ESCROW - BLDG PERMITS	<u>1,400.00</u>
TOTAL TA301			1,400.00

TOWN CLERK'S MONTHLY REPORT

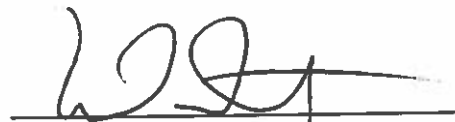
DECEMBER, 2023

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DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	5,904.06 ✓
DECALS SEPARATE MONTHLY REPORT	1.38 ✓
PAID TO SUPERVISOR FOR BUILDING PERMIT ESCROWS	1,400.00 ✓
PAID TO SUPERVISOR FOR CEMETERY/PARK EXPENDABLE	2,550.00 ✓
DECALS SEPARATE MONTHLY REPORT- EFT	23.62 ✓
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	70.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
TOTAL DISBURSEMENTS	9,971.56

JANUARY 2, 2024


_____, SUPERVISOR
Michael Donalty

STATE OF NEW YORK, COUNTY OF WAYNE, TOWN OF WALWORTH

I, Aimee Phillips, being duly sworn, says that I am the Clerk of the TOWN OF WALWORTH that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and sworn to before me this

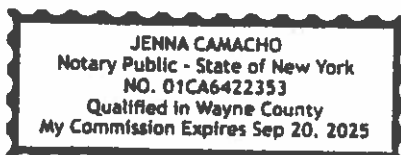


Town Clerk

3 day of January 2024



Notary Public



TOWN OF WALWORTH

01/11/2024

08:20:12

TOWN CLERK'S 2023 ANNUAL REPORT

RECEIPTS

18	MISCELLANEOUS	4,102.86
50	B/D/M RECORDS SEARCH	1,612.00
47	MARRIAGE LICENSES AND OFFICIANTS	1,865.00
	DECALS	11,824.00
5	DOG PICK UP	125.00
8	PERC/NEW/SEPTIC REPAIR	1,000.00
64	RECREATION	13,246.00
5	ZONING BOARD REVIEW	375.00
32	PB REVIEW FEES/OTHER	7,300.00
1	BINGO LICENSES	18.75
2	BINGO PROCEEDS	19.06
318	BUILDING PERMITS	42,164.40
1	VOELCKERS AUTO SALV YARD	62.50
1	GALVIN TRAILER PARK	480.00
51	OTHER INCOME BUILDING	2,006.50
16	FARMER'S MARKET	850.00
7	SEPTIC INSP (NEW CONSTR)	525.00
82	FACILITY RENTALS	21,365.00
22	DOG PARK REGISTRATION	995.00
40	PARK EXPENDABLE TRUST	26,000.00
33	SEWER APPLICATION WALWOR	28,050.00
1	SEWER APPLICATION MACEDN	850.00
135	ESCROW - BLDG PERMITS	36,820.00
1218	DOG LICENSES	14,727.00

TOTAL RECEIPTS:

\$216,383.07

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	87,677.82
DECALS SEPARATE MONTHLY REPORT	559.06
PAID TO SUPERVISOR FOR BUILDING PERMIT ESCROWS	36,820.00
PAID TO SUPERVISOR FOR CEMETERY/PARK EXPENDABLE	48,360.00
PAID TO SUPERVISOR FOR SEWER APPLICATION FEES	28,900.00
DECALS SEPARATE MONTHLY REPORT- EFT	11,264.94
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	1,755.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	1,035.00
PAID TO STATE COMPTROLLER FOR BINGO LICENSES	11.25

TOTAL DISBURSEMENTS:

\$216,383.07


Aimee Phillips, TOWN CLERK

JANUARY 11, 2024

Town of Walworth

Receiver of Taxes Monthly Report

January 15, 2024

Tax Dollars Collected:

Principal: \$1,064,263.09

Interest: \$0.00

Mail Fee: \$0.00

Total: \$1,064,263.09

Disbursements to the Town of Walworth:

Ck# 745 A – General \$734,928.00

Ck# 746 Cemeteries \$15,780.00

Ck# 747 WW Fire Protection Dist. \$247,531.00

Ck# 748 Walworth Ext. #19 \$20,777.00

Ck# 749 Gananda Light Dist. \$15,500.00

Ck# 750 Harvest Hill Light Dist. \$8,608.00

Ck# 751 Gananda Sidewalk Dist. \$6,200.00

Total: \$1,049,324.00



RECEIVER OF TAXES

RESOLUTION -24: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WILLIAMSON LAW BOOK COMPANY ANNUAL SOFTWARE SUPPORT CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE, BUILDING & CODES ENFORCEMENT SOFTWARE AND TOWN CLERK PLUS SOFTWARE, BUDGETED ITEMS

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

The following was submitted:

Williamson Law Book Company
790 Canning Parkway Victor New York 14564

December 15 2023

Town of Walworth
3600 Lorraine Drive
Walworth NY 14788

ANNUAL SOFTWARE SUPPORT CONTRACT

(Enclosed is an invoice renewing your Software Support coverage for the following programs)

Town Clerk Plus

(1/1/24 through 12/31/24)

This agreement is between Williamson Law Book Company (ALB) and the Town of Walworth (customer) and will provide annual software support and maintenance services as described herein.

Williamson Law Book Company agrees to provide the following:

- Support to assist with the above named software programs. Support will be provided by internet phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge.

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use ALB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from ALB).

Charges for this Software Support shall be \$557.00 as specified on the enclosed invoice.

Please sign and return one copy of this contract with your payment

Thank you



Williamson Law Book Company

CONTINUED ON NEXT PAGE

Williamson Law Book Company
790 Canning Parkway Victor, New York 14564

December 15, 2023

Town of Walworth
3500 Lorraine Drive
Walworth, NY 14568

ANNUAL SOFTWARE SUPPORT CONTRACT

Enclosed is an invoice renewing your Software Support coverage for the following programs:

Building & Codes Enforcement
(1/1/24 through 12/31/24)

This agreement is between Williamson Law Book Company (V.L.B.) and the Town of Walworth (customer) and will provide annual software support and maintenance as follows:

Williamson Law Book Company agrees to provide the following:

- Support to assist with the above-named software (programs). Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge.

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use VLB software.
- Train new personnel in the event of employee turnover. Additional training may be purchased from VLB.

Charges for this Software Support shall be \$1,917.00 as specified on the enclosed invoice.

Please sign and return one copy of this contract with your payment

Thank you,



Williamson Law Book Company

Williamson Law Book Company
790 Canning Parkway, Victor, New York 14564

December 15, 2023

Town of Walworth
3500 Lorraine Drive
Walworth, NY 14568

ANNUAL SOFTWARE SUPPORT CONTRACT

Enclosed is an invoice renewing your Software Support coverage for the following programs:

Municipal Accounting & Budget Preparation
(1/1/24 through 12/31/24)

This agreement is between Williamson Law Book Company (V.L.B.) and the Town of Walworth (customer) and will provide annual software support and maintenance as follows:

Williamson Law Book Company agrees to provide the following:

- Support to assist with the above named software (program(s)). Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge.

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use VLB software.
- Train new personnel in the event of employee turnover. Additional training may be purchased from VLB.

Charges for this Software Support shall be \$1,474.00 as specified on the enclosed invoice.

Please sign and return one copy of this contract with your payment

Thank you,



Williamson Law Book Company

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Adopted this 18th day of January, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24: ABSTRACT 13, APPROVAL

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

TOWN OF WALWORTH				
Abstract # 013				
Summary by Fund				
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	3,135.25	32,482.71	35,617.96
CM1	PARK SPECIAL REVENUE FUND	225.59	209.83	435.42
DA	HIGHWAY FUND		23,631.55	23,631.55
HB	DEWHERRY PUMP STATION UPGRADE		180,043.85	180,043.85
HE	GINEGAW RESTROOMS		4,833.38	4,833.38
SL1	WALWORTH LIGHT DISTRICT		597.61	597.61
SL2	HARVEST HILL LIGHT DISTRICT		894.08	894.08
SL3	GANANDA LIGHT DISTRICT	1,320.40		1,320.40
SL4	BROOKSIDE LIGHT DISTRICT		31.00	31.00
SL5	ORCHARD VIEW LIGHT DISTRICT		359.44	359.44
SS	WALWORTH SEWER DISTRICT #1	1,418.03	19,151.29	20,769.32
TA	TRUST & AGENCY	24,490.52		24,490.52
TC	CUSTODIAL TRUST		6,894.00	6,894.00
Total:		30,589.79	269,328.76	299,918.55

Voucher Numbers 1797-1922, 124-136, 190-197

Abstract of audited vouchers is on file in the Town Clerk's office.

Adopted this 18th day of January, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24: ABSTRACT 1, APPROVAL

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

TOWN OF WALWORTH				
Abstract # 001				
Summary by Fund				
01/16/2024 11:18:21				
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	15,107.26	22,016.53	37,123.79
DA	HIGHWAY FUND	13,554.84	16,329.40	29,914.24
HD	COMPREHENSIVE MASTER PLAN		7,897.50	7,897.50
MS	SELF INSURANCE FUND		34.65	34.65
SS	WALWORTH SEWER DISTRICT #1	757.94	7,363.20	8,121.14
TA	TRUST & AGENCY	55,173.14		55,173.14
Total:		84,623.18	53,641.28	138,264.46

Voucher Numbers 1-38, 1-7

Abstract of audited vouchers is on file in the Town Clerk's office.

Adopted this 18th day of January, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

**RESOLUTION -24: AUTHORIZING THE TRANSFER FROM GENERAL FUND TO
DOG ENUMERATION RESERVE FUND A231DE**

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

WHEREAS, the Town Board of the Town of Walworth established Control of Animals – Dog Enumeration Reserve Fund in 2013; and

WHEREAS, the funds from Dog Licensing Revenues which were credited to General Fund Balance for 2023 as of 12/31/2023 are \$14,727.00; and

WHEREAS, the 2023 total expenses for Control of Animals is \$12,888.25,

RESOLVED, that the amount of one thousand eight hundred thirty-eight dollars and seventy-five cents (\$1838.75) is transferred to Dog Enumeration Reserve Fund A231DE.

Adopted this 18th day of January, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24: TO RE-APPOINT CHRISTINE STANFORD TO A TWO-YEAR TERM AS TOWN COMPTROLLER AND BUDGET OFFICER

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

WHEREAS, Christine Stanford has served as the Town Comptroller since March 1, 2022; and

WHEREAS, the Town Board is desirous to re-appoint Mrs. Stanford for two additional years with the duties of Town Comptroller and Budget Officer;

NOW, THEREFORE, BE IT RESOLVED, that the Walworth Town Board re-appoints Christine Stanford to the position of Walworth Town Comptroller and Budget Officer for a two-year term, ending December 31, 2025.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried/failed.

**RESOLUTION -24: TO ACCEPT, PUBLISH AND DISTRIBUTE REVISED
EMPLOYEE HANDBOOK**

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

WHEREAS, an Employee Handbook documents the legal obligations of an employer, the rights of an employee, contains information on policies and procedures, and details what employees need to know about their workplace and benefits; and

WHEREAS, as employment law is an ever-changing area, it is important to keep an updated Employee Handbook.

NOW, THEREFORE, BE IT RESOLVED, that the Walworth Town Board hereby accepts the Town of Walworth Employee Handbook. The handbook shall replace all previous employee handbooks issued prior to the date of this edition, shall become effective immediately once published, and copies shall be distributed to all Town employees.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried/failed.

**RESOLUTION -24: TO CREATE POSITION OF WORKING FOREMAN IN THE
HIGHWAY DEPARTMENT AND TO AUTHORIZE THE HIGHWAY
SUPERINTENDENT TO FILL THE POSITION FROM WITHIN**

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

The following was submitted:



TO: TOWN SUPERVISOR
FROM: TOWN BOARD MEMBERS
DATE: JANUARY 18, 2024
SUBJECT: CHARLES KEYMEL AS WORKING FOREMAN

Be it resolved that the Town Board authorize Kevin Switzer, Highway Superintendent, to appoint Charles Keymel as working foreman effective January 28, 2024. He is to receive an additional \$1.00 per hour for these duties.

Sincerely,

Kevin Switzer

NOW, THEREFORE IT BE RESOLVED, that the Town Board hereby authorizes creation of the position of Working Foreman in the Highway Department and authorizes the Highway Superintendent to fill the position from within.

Adopted this 18th of January, 2024 at a meeting of the Town Board.


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

Resolution carried/failed.

RESOLUTION -24: AUTHORIZE SUPERVISOR TO EXECUTE ADD-DROP FORM TO REMOVE TOWN-OWNED LAND LOCATED AT 1870 WALWORTH-PENFIELD ROAD FROM THE WAYNE COUNTY AGRICULTURAL DISTRICT #1

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

The following was submitted:

 **WAYNE COUNTY AGRICULTURAL DISTRICT ANNUAL ENROLLMENT FORM**

January 1 to January 31

Application to be completed by landowners who wish to include a parcel(s) of predominantly viable agricultural land in a certified New York State Agricultural District

INSTRUCTIONS (TO BE COMPLETED BY LANDOWNER)	
1. Complete and sign application.	
2. Return to Department of Economic Development & Planning (address below) before 5:00 P.M. January 31.	

PART I LANDOWNER CONTACT INFORMATION	
Name _____	
Daytime Telephone (____) _____	Fax (____) _____
Mailing Address _____ City/Town/Village _____ State _____ Zip _____	
Email Address _____	

PART II PROPERTY DESCRIPTION					
Please describe the property proposed to be added to the Agricultural District and list the tax map parcel numbers for all parcels that you wish to be included in the Agricultural District Program. Also indicate the town in which they are located. If you are unsure of your tax map parcel numbers please check with your local assessor. (Attach extra sheets if necessary)					
Describe Current Land Use and/or Agricultural Activity/Crop _____					
(Example: 69116-06-111456 29.8 A Cider)					
Tax Map Parcel #	Acres	Town	Tax Map Parcel #	Acres	Town
1 _____			4 _____		
2 _____			5 _____		
3 _____			6 _____		

PART III SIGNATURE	
I attest that the above information is correct to the best of my knowledge and hereby officially request that any property, which is predominantly viable agricultural land, be included in the Wayne County Agricultural District. I recognize that such land, once officially included in the Agricultural District, may not be removed from this program until the eight-year review period for the Agricultural District (2014). I understand that this is not an application for an agricultural tax assessment. I also acknowledge that this request is subject to a public hearing, action by the Wayne County Board of Supervisors and certification by the NYS Department of Agriculture and Markets.	
Landowner Signature _____	Date _____
Printed Name _____	

WHEREAS, Town property located at 1870 Walworth-Penfield Road is currently in an agricultural district; and

WHEREAS, the Town does not gain an advantage from being in the District and wishes to remove this designation;

NOW, THEREFORE IT BE RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute the Add-Drop Form to remove the Town-owned land located at 1870 Walworth-Penfield Road from the Wayne County Agricultural District #1.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION -24: AUTHORIZE TOWN SUPERVISOR TO SIGN RETAINER AGREEMENT FOR ZOGHLIN GROUP, PROSECUTUNG ATTORNEY SERVICES

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

The following was submitted:



500 State Street, Suite 500
New Rochelle, New York 10801
Tel: 516.277.0000
Fax: 516.277.0001
www.zoghlin.com

BY FIRST CLASS MAIL AND EMAIL (SUPERVISOR@TOWNOFWALWORTHNY.GOV)

January 9, 2024

Supervisor Michael Donalty
Town of Walworth, New York
3600 Lorraine Drive
Walworth, NY 14568

RE: TOWN OF WALWORTH, NEW YORK PROSECUTING ATTORNEY SERVICES

Dear Supervisor Donalty,

Thank you for advising us that The Zoghlin Group was the successful bidder for the Town of Walworth's ("Town") Request for Proposal to serve as prosecuting attorney. We would be delighted to represent the Town on an ongoing basis under the following terms and conditions. We will not require an initial retainer for fees or disbursements. We will charge the Town for legal services rendered on an hourly basis.

The scope of legal services includes working with the Town's Building Department and Code Enforcement Officers to provide services in relation to the prosecution of violations of the Town of Walworth Town Code. This scope includes the rendering of services from the time of issuance of a violation through bringing the matter to a close, inclusive of trial where necessary. The scope will include rendering advice in advancing prosecution of a matter, including but not limited to prosecution strategy, proper procedure, and legal research.

We will bill the Town monthly at the following discounted municipal rates for the work completed by the firm under this legal services agreement:

Attorney:	\$245 /hour
Law Clerk:	\$200/hour
Legal Assistant:	\$150/hour

A rebilling charge of fifteen (\$15.00) dollars will be applied to any fee not paid within ninety days. In addition, interest at the rate of nine percent (9%) per year will be applied to any amount not paid after ninety days.

The time for which we are to be paid includes not only court appearances, office conferences, research, analysis, travel and advice, but also the time involved in telephone calls, faxes, e-mail, and

CONTINUED ON NEXT PAGE

other forms of communication.

We adjust our hourly rates periodically, usually each January 1. We consider the ability, experience, and reputation of our lawyers, law clerk and paralegals when we set hourly rates. Changes are usually made each January 1, but sometimes they are made at other times. Any increase in rates will apply to all time beginning with the month when the rates are changed. Work done before that month will be billed at the hourly rate that was previously in effect. Different lawyers and paralegals in our firm may be involved in your work if that will result in lower fees, provide a skill or legal talent, or help us do your work more efficiently. We will try to assign services to the person having the lowest hourly rates consistent with the skills, time demands, and other factors required for your work. We record and bill our time in minimum one-tenth of an hour (6-minute) units. If a timekeeper's total time on your work is equal to or less than one-tenth of an hour (6-minute) for the entire day, two-tenths of an hour (12 minutes) will be billed for that day. If a timekeeper's total time on your work is more than two-tenths of an hour (12 minutes) for that day, only the time actually spent will be billed.

The Town will be responsible for all reasonable and necessary expenses associated with this matter. For example, expenses may be incurred for court filing fees, court and other governmental agency fees for certificates, long distance telephone calls, duplicating charges, telecopy charges, travel, postage and printing costs. The law firm may advance money to pay for these expenses but it is not obligated to do so.

Pursuant to Title 22 of the Official Compilations of Codes, Rules and Regulations of the State of New York ("NYCRR"), Part 1215, you are hereby informed that in the event you dispute the legal fee charged to you by this firm, you may, with certain exceptions, have the right to arbitration of fee disputes under Title 22 NYCRR, Part 137 of the Rules of the Chief Administrator.

The parties hope and expect that this will be a long-term relationship. Nonetheless, the Town may terminate this engagement at any time by notice in writing to us. Upon receipt of such notice, subject to such court approval as may be necessary in the context of the situation, we will promptly cease providing any service to you. The Town will be responsible for paying for our services rendered up to the time we receive such notice and for such reasonable services that we provide thereafter in connection with the transfer of responsibility for the matters we are handling at that time to your new counsel.

We may terminate this engagement by giving you 30 days prior written notice. Upon termination of our representation, the Town will be responsible for paying for our services rendered up to the time we terminate our engagement and for such reasonable services that we provide thereafter in connection with the transfer of responsibility for the matters we are handling at that time to your new counsel.

We will diligently and faithfully represent you and look forward to working with you on this matter. However, we cannot guarantee the outcome of any claim, case, application, or matter.

Please understand that any file that will be created by our firm in connection with this representation will belong to the Town. During the course of this engagement, the Town will be furnished copies of all documents and of all significant correspondence. When a matter is completed, we will deliver the originals of all documents to the Town. We will retain physical and/or electronic copies of all of the documents, all correspondence, and, to the extent we deem appropriate, all notes made in

connection with this engagement in our file. You as our client may direct us to turn over our file to you or to anyone else that the client designates, at any time. In such case, we will retain in our possession all internal communications and notes prepared by our firm and, at the expense of our client, make, retain, and store physical and/or electronic copies of all other matters in our file to be delivered to our client or at its request. It is the policy of our firm that client files that are no longer needed by our lawyers and other professionals on a recurring basis are closed and placed in storage in a location away from our offices. The off-site storage of closed files helps us to reduce our operating expenses, and consequently our fees. Because the Town will have been furnished with the originals and/or copies of all relevant materials contained in our files during the course of the active phase of our representation, in the event that we are asked by you to recover materials contained in a file that has been closed and placed in off-site storage, you agree that we shall be entitled to be paid by the requesting party a reasonable charge for the cost of the recovery of the file and the identification, reproduction, and delivery of the requested materials. Unless our firm is engaged to provide on-going representation in connection with this matter, it is our firm's policy to destroy all copies of correspondence, notes, and documents retained in our file created in connection with the representation seven (7) years after the completion of the engagement.

We are enclosing an extra copy of this letter to be signed and returned to us consenting to the conditions of the representation as described in this letter. The return of a copy of this letter signed by you will serve as authorization for us to proceed. If you have any questions about anything discussed in this letter, please call me. You should also feel free to contact an attorney in another firm to discuss the effect of agreeing to the terms of the representation as outlined in this letter.

If the foregoing terms are acceptable to the Town, please sign and return a copy of this letter at your earliest convenience.

I look forward to our continued relationship.

Sincerely,



Jacob H. Zuphin

The Town of Walworth agrees to these terms:

Town of Walworth
By Supervisor Michael Donahy

CONTINUED ON NEXT PAGE

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor is hereby authorized to sign the retainer agreement for Zoghlin Group for prosecuting attorney services.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24: AUTHORIZE THE HIRE OF MR. NOAH AFFRONTI AS PARKS AND FACILITIES LABORER, FULL TIME EMPLOYEE WITH A RATE OF \$16.50 PER HOUR, EFFECTIVE JANUARY 23, 2024

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

WHEREAS, the Parks Department needs a full time Parks and Facilities Laborer; and

WHEREAS, the position was advertised as required and interviews of qualified applicants were conducted; and

WHEREAS, the Parks and Facilities Laborer shall be a bargaining unit position and salary consistent with the Collective Bargaining Agreement; and

WHEREAS, the Parks Superintendent recommended the hiring of Mr. Noah Affronti;

BE IT RESOLVED, that Mr. Affronti is hired as full time Parks and Facilities Laborer, on condition that the employee passes Alcohol and Drug screening as required by Town Policy, with a rate of \$16.50 per hour, effective January 23, 2024.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24 : AUTHORIZE THE HIRE OF MARISSA NEITZ AS ACCOUNT CLERK, FULL TIME PROVISIONAL EMPLOYEE WITH A RATE OF \$18.00 PER HOUR, EFFECTIVE FEBRUARY 1, 2024

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

WHEREAS, the Comptroller and Building department need additional support; and

WHEREAS, the position was advertised as required and interviews of qualified applicants were conducted; and

WHEREAS, the Account Clerk shall be a bargaining unit position and salary consistent with the Collective Bargaining Agreement; and

WHEREAS, the Account Clerk is a competitive Civil Service position and shall remain provisional until the Civil Service testing requirements are met; and

WHEREAS, the Town Comptroller and Code Enforcement Officer recommended the hiring of Marissa Neitz;

BE IT RESOLVED, that Ms. Neitz is hired as full time provisional Account Clerk, on condition that the employee passes Alcohol and Drug screening as required by Town Policy and Civil Service testing requirements are met, with a rate of \$18.00 per hour, effective February 1, 2024.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

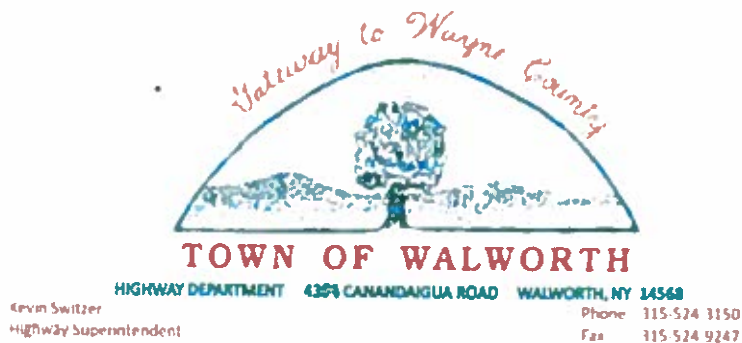
Roll call vote: Councilwoman Linson
 Councilman Kelly
 Councilman Harden
 Councilman Johnson
 Supervisor Donalty

Resolution carried/failed.

RESOLUTION -24: AUTHORIZE THE HIGHWAY SUPERINTENDENT TO PURCHASE A NEW 2025 INTERNATIONAL 10 WHEEL TRUCK FROM REGIONAL INTERNATIONAL WITH A PRICE NOT TO EXCEED \$267,320.86

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

The following was submitted:



TO MIKE DONALTY, TOWN SUPERVISOR

CC TOWN BOARD MEMBERS

DATE JANUARY 18, 2024

SUBJECT NEW TEN WHEEL TRUCK

Be it resolved that the Town Board authorize Kevin Switzer, Highway Superintendent, to order a 2025 International 10 wheel truck from Regional International per quote dated December 15, 2023. Equipment for the truck is to be purchased through Viking Cives. Purchase to be made via piggybacking off Onondaga County OGS Contract 8996. Truck and equipment priced at 2023 cost. Price is not to exceed \$267,320.86. Financing to be determined out of 2025 Town of Walworth budget.

Sincerely,

Kevin Switzer

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INTERNATIONAL*

Financial Summary
2025 MY2510 SFA (MY2512)

January 11, 2024

Description	(US DOLLAR)	Price
Factory List Price		
Product Base	\$248,835.00	
Service Base	\$10,744.00	
Total Factory List Price including Options		\$277,399.00
Total Goods Purchased		\$1,250.00
P&D	\$2,000.00	
Right Hand Drive	\$450.00	
Total Preparation And Delivery		\$2,650.00
Freight	\$3,100.00	
Total Freight		\$3,100.00
Total Factory List Price including Freight		\$288,369.00
Less Customer Allowance		(\$132,079.74)
Total Vehicle Price		\$156,319.26
Total Party/Added Equipment		\$111,001.60
Total Sale Price		\$267,320.86
Total Net Price to Sales Price		\$267,320.86
Net Sales Price		\$267,320.86

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller

Accepted by Purchaser

Official Title and Date

Print or Business Name

Authorized Signature

Authorized Signature and Date

The purchaser is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS P&T calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/charging appropriate P&T to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and which you may have received a copy and hereby agree to accept, and conditions.

BE IT RESOLVED, that the Town Board authorizes the Highway Superintendent to purchase a new 2025 International 10 wheel truck from Regional International with a price not to exceed \$267,320.86 and financing to be determined out the 2025 Town of Walworth budget.

Adopted this 18th day of January, 2024 at a meeting of the Town Board.

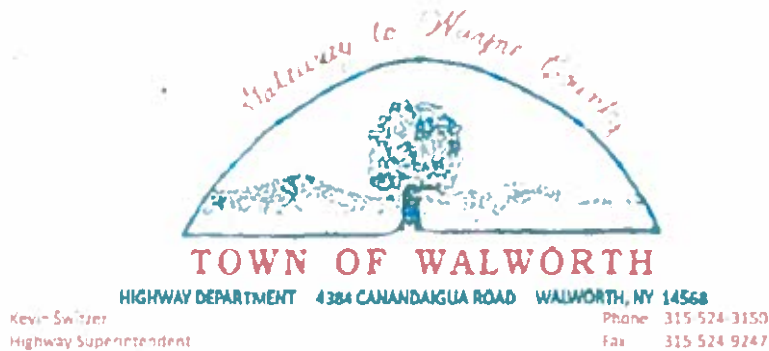
Roll call vote: Councilwoman Linson
Councilman Kelly
Councilman Harden
Councilman Johnson
Supervisor Donalty

Resolution carried/failed.

**RESOLUTION -24: TO AUTHORIZE TOWN COMPTROLLER TO PAY \$1,5110.00
TO GASBOY SYSTEM SERVICES ONCE RECEIVED**

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

The following was submitted:



TO MIKE DONALTY TOWN SUPERVISOR
CC TOWN BOARD MEMBERS
DATE JANUARY 18, 2024
SUBJECT GASBOY

Be it resolved that the Town Board authorize Christine Stanford, Town Comptroller, to pay \$1 511.00 to Gasboy System services as soon as the invoice is received per the request of Kevin Switzer, Highway Superintendent

Signed,

Kevin Switzer

[illegible]

WHEREAS, the Town has budgeted for this expenditure.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the purchase of the 2021 Chevrolet Equinox in the amount of \$18,513. 58, authorizes the Town Supervisor to sign the purchase documents, and authorizes the budget modification in the amount of \$51.58 from A1990.4 to A3620.22 to cover additional fees.

Adopted this 18th day of January, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

**RESOLUTION -24: AUTHORIZE SUPERVISOR TO EXECUTE AGREEMENT
WITH WAYNE COUNTY WATER AND SEWER AUTHORITY TO PROVIDE ONE OR
MORE OPERATORS TO ASSIST WITH OPERATION OF THE WALWORTH
TREATMENT PLANT AS NEEDED**

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

The following was submitted:



www.wcwa.ny.gov

January 2, 2024

Supervisor Michael Donalty
Town of Walworth
1600 Lorraine Dr
Walworth, NY 14568

RE: Town of Walworth Wastewater Treatment Plant and Sanitary Sewer System Supplemental
Operations Agreement

Dear Supervisor Donalty,

The Wayne County Water and Sewer Authority (Authority) hereby proposes to assist the Town of
Walworth (Town) with certain specified wastewater treatment plant and sanitary sewer system
operational tasks in support of Chief wastewater treatment plant Operator, Adam Jozwiak.

Under this agreement, the Authority agrees to provide one or more licensed wastewater treatment
plant operators or operators-in-training to assist Mr. Jozwiak with plant and sewer system operations as
needed.

The responsibilities of the Authority under this agreement shall be limited to:

- 1) Performing and/or assisting with required wastewater treatment plant and sanitary sewer
system operations (including required sampling and reporting) as requested by Mr. Jozwiak.
- 2) Providing coverage for Mr. Jozwiak on select weekends and other periods (such as vacations) on
a schedule as agreed upon with Mr. Jozwiak.
- 3) Providing assistance with sanitary sewer system maintenance and repair tasks, confined space
entries, and other tasks that require additional manpower as requested by Mr. Jozwiak.
- 4) Mark out of sanitary sewer system facilities and emergency response actions as requested by Mr.
Jozwiak to supplement his efforts.

It is anticipated that the Authority may be asked to provide supplemental operations assistance for up
to 20 hours per week, but actual hours of assistance may vary depending upon need.

Additional services outside of the scope of this agreement must be agreed upon and authorized by both
parties in writing before said services shall commence.

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Indemnification and Related Matters

Indemnification by Authority

Subject to the limitations set forth in the Consequential Damages section below, the Authority agrees to indemnify, defend and hold harmless the Town for any and all actions, claims, losses and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Authority, its agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that the Town's losses and expenses are (i) covered by its own insurance policy or (ii) caused by the gross negligence or willful misconduct of the Town or its agents, employees, invitees, and those under its control.

Indemnification by Town

Subject to the limitations set forth in the Consequential Damages section below, the Town agrees to indemnify, defend and hold harmless the Authority for any and all actions, claims, losses and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Town, its agents (other than the Authority), employees, invitees, and those under its control, in connection with the Town's sanitary sewer system and/or wastewater treatment plant or while performing its contractual responsibilities under this Agreement, except to the extent that the Authority's losses and expenses are (i) covered by its own insurance policy or (ii) caused by the gross negligence or willful misconduct of the Authority or its agents, employees, invitees, and those under its control.

Waiver of Subrogation Rights

Notwithstanding any other provisions in this Agreement, the Town and the Authority, and all parties claiming under them, hereby mutually, severally and discharge each other from all claims and liabilities arising from or covered by insurance maintained by the Authority and/or the Town in connection with the sanitary sewer system and/or wastewater treatment plant or the operation or maintenance thereof, or any activities in connection therewith, regardless of the cause of the damage or loss.

Consequential Damages

It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever, (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith, in contract or in tort (including negligence), under any warranty, or otherwise, including without limitation the Authority's failure to provide operational services at any time. This paragraph shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

Compensation for these services shall be as set forth in the accompanying Schedule "A", with invoices being prepared and sent to the Town on a monthly basis.

This agreement may be terminated by either party upon 15 days written notice of the party's intent to terminate.

Please indicate your acceptance of this proposal by signing below and returning a signed original of this agreement to our office.

Very Truly Yours,

Martin J. Aman, Executive Director
Wayne County Water & Sewer Authority

Dated

Michael Donalty, Supervisor
Town of Walworth

Dated

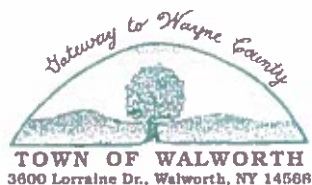
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NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor is hereby authorized to execute and the Agreement with the Wayne County Water and Sewer Authority to provide one or more operators to assist with operation of the Walworth Treatment Plant as needed.

Adopted this 18th of January, 2024 at a meeting of the Town Board.

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

Resolution carried/failed.



Walworth Wastewater Treatment Plant
3451 Ontario Center Road
Walworth NY 14568
315.986.1400 ext. 10
sewer@townofwalworthny.gov

January 3, 2024

To: Supervisor Mike Donalty
Re: Wastewater Treatment Plant Report – Month of December

- Daily maintenance and monitoring.
- Daily process and required sampling.
- Daily required sampling for DEC and Baldwin Richardson Foods.
- Operated the DAF sludge thickener for a total of 11 days.
- Hauled 36,000 gallons of thickened sludge for disposal to Canandaigua.
- Completed November 2023 DMR's.
- Responded to 35 UFPO requests: 33 Regular and 2 Emergency.
- Responded to 1 after hour call in.
- Plowed / Salted Town Hall – 2 trips.
- Completed operator report for November.
- Washed vehicles, repaired roll up tarp on salter.
- General shop housekeeping.
- Cleaned log dam at bridge overpass on Route 350.
- Cleaned filters, pumped grit and sludge out of filters.
- Checked on Orchard View subdivision.
- Drain repair in blower room.
- Meeting with Don Young.
- Prepared letter for Planning Board Meeting regarding Byrne Dairy.
- Cleaned influent building.
- Sprayed defoamer on SBR #1.
- Cleaned blower room.
- Ordered inventory (fuel, filters, etc.).
- Filed Out of District Sewer User Agreement at County Clerk Office.
- Cleaned floor in thickener building.
- Sewer inspection at Tracy Lane (Orchard View).
- Check plant for multiple alarms on Dec 24.
- Cleaned filter room.
- Swept sewer plant driveway.
- Cleaned Ford F550.

Respectfully Submitted,
Adam Jozwiak, Sewer Superintendent

Aimee Phillips

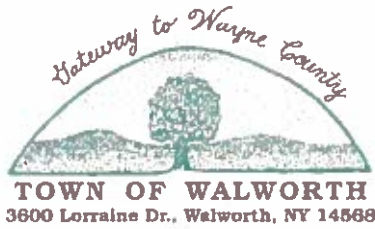
From: Walworth Court <court@townofwalworthny.gov>
Sent: Thursday, January 11, 2024 8:10 AM
To: 'Aimee Phillips'
Subject: Monthly update

Just a monthly update. The Judges will be sending \$2536 to the state for fines and fees collected in december

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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Parks & Facilities Department

3600 Lorraine Drive, Walworth, NY 14568

Mike Buckley, Parks & Facilities Superintendent

(315) 986-1400 ext.12

parkssuper@townofwalworthny.gov

January 12, 2024,

To: Supervisor Mike Donalty

Re: Parks & Facilities Monthly Report

This report is for December 16, 2023, through January 12, 2024:

Daily inspection and maintenance of the Ginegaw Park lodge and pavilions,

Performed minor Town Hall maintenance,

Snow and Ice Removal at Town Hall, Ginegaw Park, and Lodge,

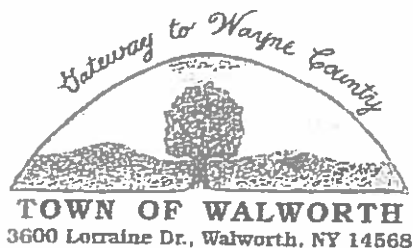
Began Light the Night Festival tear down,

Began golf cart maintenance.

Respectfully Submitted,

Mike Buckley

Parks & Facilities Superintendent



Jacqueline VanLare
Town of Walworth
Recreation Director

Date: January 11, 2024

To: Supervisor Donalty & the Walworth Town Board

Re: Month End Report for December/ Year End 2023.

- Financial Summary for December
 - Recreation Registration Fees \$2,071.00
 - Lodge Fees \$1,250.00
 - Open Air Pavilion Fees \$0
 - Dog Park Fees as of 12/31 \$995.00
- Financial Summary for 2023
 - Recreation Registration Fees \$157,073.98
 - Lodge Fees \$19,725.00
 - Open Air Pavilion Fees \$1,640.00
 - Dog Park Fees \$995.00



3600 Lorraine Drive
Walworth, NY 14568



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walrec@townofwalworthny.gov
www.townofwalworthny.gov

Respectfully submitted,

Jacqueline VanLare

Jacqueline Van Lare
Recreation Director



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

CHRISTOPHER REEVE, P.E.
Regional Director

File: 54.23-TH
Study: 04230191

January 13, 2024

Aimee Phillips, Town Clerk
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

Dear Ms. Phillips:

Per the joint request, Form TE-9, of the Walworth Town Board and Wayne County Highway Superintendent, Kevin Rooney, P.E., this office will investigate traffic conditions on Swadling Road, between Plank Road and Whitney Road, relative to the establishment of a lower speed limit.

Upon completion of this review, you will be notified of the results.

Sincerely,

Matthew C. Oravec

Matthew C. Oravec, P.E.
Regional Traffic Engineer

MCO/AOQ/JSN/mm

cc: T. Sgt. D. Irland, State Police Troop "E"
K. Rooney, Highway Superintendent, Wayne County