

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 6:31 PM and led those present in the recitation of the Pledge of Allegiance.

<u>PRESENT:</u>	Michael Donalty	Supervisor
	Amber Linson	Councilwoman
	Alex Kelly	Councilman
	Rick Johnson	Councilman
	Aimée Phillips	Town Clerk
<u>ABSENT:</u>	Jim Harden	Councilman
	Kevin Switzer	Highway Superintendent

OTHERS PRESENT: Jenna Camacho, Deputy Town Clerk; Donald Young, Esq., Town Attorney; Jacqueline VanLare, Recreation Director; Michael Buckley, Parks Superintendent.

Prior to the commencement of the business portion of the meeting, Councilman Johnson read the following resolution:

IN MEMORIAM – FRANK J. GUELLI

WHEREAS, Frank Guelli served with distinction as Supervisor for the Town of Walworth for over twenty years; and

WHEREAS, throughout his years of service as Town Supervisor and member of the Wayne County Board of Supervisors, he diligently served the Citizens of Walworth and Wayne County with loyalty and dedication; and

WHEREAS, Frank’s death is a great loss to his family and the community;

NOW, THEREFORE, BE IT RESOLVED, in memory of his service to the people of Walworth, that the Town Board of the Town of Walworth hereby express its great regret in the passing of Frank Guelli and extends its deepest sympathy to his family; and be it further

RESOLVED, that this Resolution be read into the minutes in dedication of his memory.

Councilman Johnson and Supervisor Donalty shared memories and kind words regarding Past Supervisor Guelli.

MINUTES

Motion by Councilwoman Linson that the minutes of December 7, 2023 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	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Motion carried.

PROCLAMATION: **Honoring The Retirement of Deb Amsler**

Supervisor Donalty read the following proclamation for recording in the minutes:

PROCLAMATION

Honoring **DEB AMSLER** upon her retirement

WHEREAS, Deb Amsler began her service to the Town of Walworth as a member of the Town Planning Board with the Town of Walworth on January 1, 2006;

AND

WHEREAS, Deb continued her service to her community as the elected Receiver of Taxes in 2015 and served for two consecutive terms;

AND

WHEREAS, Deb most recently served as a valuable member of the Town’s Comprehensive Plan committee;

AND

WHEREAS, Deb has signified her intent to retire from the position of Receiver of Taxes effective December 31, 2023, to enjoy time with her family in retirement;

AND

WHEREAS, for the past eighteen years, Deb has distinguished herself as a hard-working and dedicated public servant, at all times committed to helping her community and has provided invaluable leadership and guidance on many significant projects;

AND

WHEREAS, Deb has been a valuable resource for our citizens and staff, especially in her role as Receiver of Taxes, in providing advice on various matters;

NOW, THEREFORE, BE IT RESOLVED THAT, the Walworth Town Board, together with the citizens of this community, do hereby express their sincere appreciation and gratitude for Mrs. Amsler’s dedication and commitment to the Town, and congratulate her on her retirement, and wish her the best, and continued success in her retirement and future endeavors.

Proclaimed this 21st day of December, 2023.

ELECTED OFFICIALS’ REPORTS:

The following reports were submitted to the Town Board:

Monthly Reports of the Supervisor for September and October 2023
Monthly Report of the Town Clerk for November 2023

Motion by Councilwoman Linson to accept all Department reports as submitted. Seconded by Councilman Kelly.

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

Motion carried.

TOWN CLERK – No report.

HIGHWAY SUPERINTENDENT – No report.

COUNCILMAN KELLY

Councilman Kelly stated that he had met with Western Wayne Ambulance and shared call coverage data for October and November 2023.

COUNCILWOMAN LINSON – No report.

COUNCILMAN HARDEN – No report.

COUNCILMAN JOHNSON – No report.

SUPERVISOR DONALTY – No report.

RESOLUTIONS:

RESOLUTION 197-23: BUDGET MODIFICATIONS

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

Budget Modifications for Dec 21, 2023									
	\$		Acct #	Description		Acct #		Reason	
General Fund									
Transfer	\$ 1,200.00	FROM	A1990.41	Contingent	TO	A9901.9	Transfer to Other Funds (to	to cover cost of tree removal	
Transfer	\$ 1,619.57	FROM	A1990.41	Contingent	TO	A1930.41	Judgements & Claims	in West Walworth Cemetery	
Transfer	\$ 65.00	FROM	A1355.49	Assessor - Software lease	TO	A1355.42	Assessor - Office Expense	Brace Yourself tax settlement	
				Appropriate Add'l Fund				To cover Pre-employment drug test	
Amend budget	\$ 1,778.48	Increase	A599	Balance	Decrease	A1001	Real Property Taxes	Amend budget for Corrections	
Transfer	\$ 1,738.00	from	A7620.43	Adult Trips	TO	A7620.42	Adult Instructor	of Errors on Tax levy)	
Transfer	\$ 400.00	FROM	A7620.41	Adult Supplies	TO	A7620.42	Adult Instructor	Add'l programming	
Transfer	\$ 1,435.00	FROM	A7310.21	Youth Equipment	TO	A7620.42	Adult Instructor	"	
Transfer	\$ 700.00	FROM	A7310.50	Shirts & Hats	TO	A7310.42	Youth Instructor	Add'l programming	
Transfer	\$ 406.00	From	A7310.21	Youth Rec - Equipment	TO	A7310.42	Youth Instructor	"	
Transfer	\$ 100.00	FROM	A7310.43	Rec Staff Shirst	TO	A7310.42	Youth Instructor	"	
Transfer	\$ 2,084.00	FROM	A1990.41	Contingent	TO	A7310.42	Youth Instructor	"	
Transfer	\$ 1,279.11	FROM	A1990.41	Contingent	TO	A7310.51	Babe Ruth	new Grab program	
							Hwy Garage - Boot	Allowance increase after budget	
Transfer	\$ 367.25	FROM	A1990.41	Contingent	TO	A5132.47	allowance	adoption	
							Supervisor - Advertizing	Wayne Times ads for Laborer & Acct	
Transfer	\$ 290.00	FROM	A1220.43	Supervisor - Admin/PR	TO	A1220.47	expense	Clerk	
CM6									
Increase Budget	\$ 1,200.00	Increase	CM6-5031	Transfers from other Funds (A)	Increase	CM6-8810.42	General Maintenance	to cover cost of tree removal	
SW1									
Increase budget	\$ 7,000.00	FROM	SW1-599	Appropriate Fund Balance	TO	SW1-8340.2	Infrastructure Repairs & Improvements	to pay a portion of boring & pipe replacement on Bills Road	
SS									
Transfer	\$ 1,200.00	FROM	SS8130.409	Maintenance	To	SS8130.403	Lab Supplies	to cover expenses through end of year	

Adopted this 21st day of December, 2023 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION 198-23: ABSTRACT 12, APPROVAL

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

TOWN OF WALWORTH				
Abstract # 012				
Summary by Fund				
12/20/2023 08:08:32				
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	19,471.87	95,593.08	115,064.95
CM1-	PARK SPECIAL REVENUE FUND	148.99	1,341.29	1,490.28
CM6-	CEMETERIES		1,200.00	1,200.00
DA	HIGHWAY FUND	11,541.29	57,502.38	69,043.67
HB	DEWBERRY PUMP STATION UPGRADE		5,545.30	5,545.30
HD	COMPREHENSIVE MASTER PLAN		5,892.50	5,892.50
SL1-	WALWORTH LIGHT DISTRICT	1,080.58		1,080.58
SL2-	HARVEST HILL LIGHT DISTRICT	1,647.99		1,647.99
SL3-	GANANDA LIGHT DISTRICT	1,224.63	274.07	1,498.70
SL4-	BROOKSIDE LIGHT DISTRICT	55.07		55.07
SL5-	ORCHARD VIEW LIGHT DISTRICT	639.50		639.50
SM	GANANDA SIDEWALK DISTRICT		188.05	188.05
SP	JOHN'S PARK DISTRICT		1,936.26	1,936.26
SS	WALWORTH SEWER DISTRICT #1	3,490.69	45,369.66	48,860.35
SW1-	WALWORTH WATER DISTRICT #1		7,000.00	7,000.00
TA	TRUST & AGENCY	80,615.69		80,615.69
TC	CUSTODIAL TRUST		2,541.50	2,541.50
Total:		119,916.30	224,384.09	344,300.39

Voucher Numbers 1594-1796, 168-189, 118-123

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

Adopted this 21st day of December, 2023 at the meeting of the Town Board.

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

Resolution carried.

RESOLUTION 199-23: ISSUING A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE ADOPTION OF THE TOWN OF WALWORTH COMPREHENSIVE PLAN UPDATE

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

WHEREAS, the Walworth Town Board (the “Board”) has determined that the adoption of the Town of Walworth Comprehensive Plan Update (the “Plan”) is a Type I Action pursuant to the State Environmental Quality Review Act (“SEQRA”), and that the Town Board is the only involved agency for the SEQRA process; and

WHEREAS, the Walworth Town Board caused a Full Environmental Assessment Form to be prepared for assessing the potential environmental impacts that may result from the adoption of the Plan; and

WHEREAS, the Walworth Town Board has reviewed and considered Part 1 of the Full Environmental Assessment Form, public comments and environmental record concerning the Plan, as well as completed the applicable Parts 2 and 3 of the Full Environmental Assessment Form and identified no significant adverse impacts;

NOW, THEREFORE BE IT FURTHER RESOLVED that no potential significant adverse environmental impacts were identified with the proposed adoption of the Walworth Comprehensive Plan using the criteria for determining significance identified in 6 NYCRR § 617.7(c)(1) and in accordance with 6 NYCRR § 617.7(c)(2) and (3), and the Walworth Town Board hereby finds and concludes that the Proposed Action will not present a potential significant adverse environmental impact and hereby issues a Negative Declaration; and

BE IT FURTHER RESOLVED, that the Supervisor is directed to sign the Determination of Significance to indicate the issuance of a Negative Declaration; and

BE IT FURTHER RESOLVED, that copies of this Resolution and notice of the Negative Declaration as adopted by the Town Board be filed, published and circulated to the extent required by any applicable ordinance, statute or regulation, including publication in NYSDEC’s Environmental Notice Bulletin as well as provided to the Town Engineer, and the Town Clerk.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 200-23: TO ADOPT THE TOWN OF WALWORTH COMPREHENSIVE PLAN UPDATE

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

WHEREAS, the Walworth Town Board makes the following findings:

1. The Walworth Town Board has, after careful study, considered the proposed document entitled Town of Walworth Comprehensive Plan Update; and
2. The Walworth Town Board has considered comments made at the Public Hearing held on December 7, 2023; and
3. The Walworth Town Board referred the draft Comprehensive Plan to the Wayne County Planning Department and received comments in response to the referral on December 13, 2023; and
4. Pursuant to the State Environmental Quality Review Act (SEQRA) regulations, the Walworth Town Board, as the only involved agency, has completed the Environmental Review Record on the proposed adoption and maintenance of said document and issued a Negative Declaration of environmental significance on November 16, 2023; and
5. The Walworth Town Board acknowledges that the adoption of said Comprehensive Plan Update is a plan for guiding conservation and development in the Town of Walworth and, as such, will require periodic maintenance to keep the document viable; and
6. The Walworth Town Board has carefully considered the impacts associated with the Plan adoption, as well as comments on the draft Comprehensive Plan from the public, and finds that said Plan constitutes a suitable, logical and timely strategy for the future development and conservation in the Town of Walworth; and
7. The Walworth Town Board acknowledges and hereby gives public notice that official copies of the Comprehensive Plan and all modifications thereof shall be on file in the Office of the Walworth Town Clerk;

NOW THEREFORE BE IT RESOLVED, that the document consisting of text, maps and charts entitled Town of Walworth Comprehensive Plan Update, to be dated December 2023, is hereby adopted as the Comprehensive Plan for the Town of Walworth, Wayne County, New York in accordance with Section 272-a of the New York State Town Law.

Supervisor Donalty thanked the Comprehensive Plan Update Committee for its work.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 201-23: AUTHORIZE NECESSARY 2023 YEAR-END BUDGET TRANSFERS

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

WHEREAS, at the end of the fiscal year it is necessary to transfer appropriations between departments and between line items to eliminate deficits; now therefore, be it

RESOLVED, that the Town Comptroller/Chief Fiscal Officer is hereby authorized and directed to transfer funds necessary to eliminate department and line item deficits at the end of the fiscal year; and be it further

RESOLVED, that a copy of such transfers shall be filed with the Town Clerk.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 202-23: AUTHORIZATION FOR THE TOWN BOARD TO AWARD THE BID FOR PROSECUTING ATTORNEY TO THE ZOGHLIN GROUP, PLLC

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

WHEREAS, the Town Board approved the soliciting of bids for a Prosecuting Attorney at the October 19, 2023, Regular Town Board meeting (**Resolution 169-23**), and

WHEREAS, the bids were publicly opened on November 30, 2023, as advertised, and

WHEREAS, the sole bid received from the captioned solicitation was from the Zoghlin Group, PLLC;

NOW THEREFORE BE IT RESOLVED that the Town Board accepts the bid from the Zoghlin Group, PLLC, for Prosecuting Attorney services, effective January 1, 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 203-23: AUTHORIZATION FOR THE TOWN BOARD TO AWARD THE BID FOR PROFESSIONAL SERVICES FOR COMPUTER AND INFORMATION TECHNOLOGY TO INTEGRATED SYSTEMS

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

WHEREAS, the Town Board approved the soliciting of bids for professional services for computer and information technology at the October 19, 2023, Regular Town Board meeting (**Resolution 169-23**), and

WHEREAS, the bids were publicly opened on November 30, 2023, as advertised, and

WHEREAS, the sole qualifying bid received from the captioned solicitation was from Integrated Systems;

NOW THEREFORE BE IT RESOLVED that the Town Board accepts the bid from Integrated Systems for professional services for computer and information technology, effective January 1, 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 204-23: AUTHORIZATION FOR THE TOWN BOARD TO AWARD THE BID FOR PROFESSIONAL TOWN ENGINEERING, PLANNING, CODES AND RELATED CONSULTING SERVICES

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

WHEREAS, the Town Board approved the soliciting of bids for professional Town engineering, planning, codes and related consulting services at the October 19, 2023, Regular Town Board meeting (**Resolution 169-23**), and

WHEREAS, the bids were publicly opened on November 30, 2023, as advertised, and

WHEREAS, the bids received were reviewed and a recommendation was made to award the bid to LaBella Associates;

NOW THEREFORE BE IT RESOLVED that the Town Board accepts and awards the bid to LaBella Associates for Town engineering, planning, codes and related consulting services, effective January 1, 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

Roll call vote:	Councilwoman Linson	No
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 205-23: AUTHORIZATION FOR THE TOWN BOARD TO AWARD THE BID FOR PROFESSIONAL AND INDEPENDENT AUDITING SERVICES

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

WHEREAS, the Town Board approved the soliciting of bids for professional and independent auditing services at the October 19, 2023, Regular Town Board meeting (**Resolution 169-23**), and

WHEREAS, the bids were publicly opened on November 30, 2023, as advertised, and

WHEREAS, the bids received were reviewed and a recommendation was made to award the bid to MMB & Co.;

NOW THEREFORE BE IT RESOLVED that the Town Board accepts and awards the bid to MMB & Co. for Town professional and independent auditing services, effective January 1, 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 193-23: TO ADOPT THE TOWN OF WALWORTH POLICY AND PROCEDURE AGAINST DISCRIMINATION AND HARASSMENT

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

WHEREAS, the Town Board has reviewed the New York State Non-Discrimination and Harassment Policy adopted 10/3/2019 and finds that changes need to be made; and

WHEREAS, The Town of Walworth believes in the dignity of the individual and recognizes the rights of all people to equal employment opportunities in the workplace; and

WHEREAS, the Town of Walworth is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without being subject to harassment or discrimination in the workplace; and

WHEREAS, it is the policy of the Town of Walworth to provide an employment environment free from harassment and discrimination based on race, color, gender, religion, religious creed, sex, familial or marital status, age, national origin or ancestry, physical or mental disability, genetic information/predisposition or carrier status, military or veteran status, sexual orientation,

self-identified or perceived sex, gender expression, gender identity and the status of being transgender, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation), citizenship, domestic violence victim status or any other characteristic protected by applicable federal, state or local law;

BE IT RESOLVED, that the Town of Walworth hereby adopts the policy and procedure against discrimination and harassment and copies of all documents will be distributed and available to all Town employees.

Adopted this 21st day of December, 2023, at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 206-23: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WAYNE COUNTY PUBLIC WORKS – SNOW & ICE AGREEMENT FOR 2024

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

The following was submitted:

<p style="text-align: center;"><u>AGREEMENT</u></p> <p style="text-align: center;">SNOW AND ICE CONTROL ON COUNTY ROADS</p> <p>THIS AGREEMENT made as of the ____ day of _____, 20__, by and between the COUNTY OF WAYNE (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at the Wayne County Court House, 26 Church Street, Lyons, New York 14489, and TOWN OF WALWORTH (hereinafter referred to as the "Town"), a municipal corporation of the State of New York, with offices at 3600 Lorraine Drive, Walworth, New York 14568.</p> <p style="text-align: center;"><u>WITNESSETH:</u></p> <p>WHEREAS, pursuant to Section 135-a of the Highway Law of the State of New York, the Town is willing to provide equipment and crew for snow and ice control on County Highways;</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:</p> <p><u>1. TERM</u></p> <p>The term of this Agreement shall commence on January 1, 2024, and end on December 31, 2024.</p> <p><u>2. SCOPE OF SERVICES</u></p> <p>A. The Town shall furnish all personnel, equipment and materials and shall do all work necessary for the removal of snow from all County roads within the boundaries of the Town and for sanding or otherwise treating such roads for the purpose of removing the danger of ice and snow to the extent necessary to provide reasonable passage and movement of vehicles over such roads. The Town also shall furnish, erect, maintain, and dismantle snow fences on such places on said roads as the Town Superintendent of Highways deems advisable. Compensation for all services performed pursuant to the provisions of this subparagraph shall be paid in accordance with Paragraph 4(A) below.</p> <p>B. All work shall be performed in accordance with methods and procedures approved by the Wayne County Superintendent of Highways.</p> <p>C. The Wayne County Superintendent of Highways may, upon written order, stop the work under any part of this agreement if, in his opinion, the work of control of snow and ice by the Town is inadequate or unsatisfactory and not being performed in the best interest of the public.</p> <p><u>3. DESIGNATION OF TOWN REPRESENTATIVE</u></p> <p>The Town shall designate and hereby does designate the Town Superintendent of Highways as the representative of the Town who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement.</p>	<p><u>4. COMPENSATION & PAYMENTS</u></p> <p>A. For all work and services provided by the Town pursuant to Paragraph two (A) above the County shall pay the Town in accordance with rates set forth in "Appendix A" of this agreement, a copy of which is attached hereto.</p> <p>B. Payment(s) to the Town shall be made on a monthly basis after satisfactory completion of such services upon audit and approval by the County Highway Superintendent of a claim for payment submitted by the Town in such form and containing such information and documentation as may be required by the Highway Superintendent and the Board of Supervisors.</p> <p><u>5. ASSIGNMENT AND SUBCONTRACTING</u></p> <p>The Town shall not assign or transfer this Agreement or any interest arising herein, and shall not enter into subcontract for the performance of the services provided for herein, without the prior written consent of the County.</p> <p><u>6. INDEMNIFICATION BY COUNTY</u></p> <p>A. Except as provided hereinafter, the County shall indemnify and hold harmless the Town for any and all liability for damages for personal injury, injury to property, or wrongful death for losses arising from or occasioned by the manner of performance of the functions under this Agreement.</p> <p>B. In no event shall the County be obligated to defend, indemnify or hold harmless the Town in any action, proceeding, claim or demand for bodily injury, property damage, personal injury or wrongful death arising out of the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection, maintenance and dismantlement of snow fences under this Agreement and the parties specifically acknowledge that costs of maintaining workers' compensation and other liability coverage to insure against the risks identified herein have been factored into the payments to be made to the Town under this Agreement.</p> <p>C. The Town shall be entitled to representation by the County Attorney in any claim described in Paragraph 6 (A), above, which is not excluded by Paragraph 6 (B), above, provided, however, that the Town shall be entitled to defend itself in any such action, proceeding, claim, or demand whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction determines that a conflict of interest exists and that the Town is entitled to defend the action itself, and the County shall reimburse the Town for any and all reasonable costs and expenses, including, but not limited to, counsel fees and disbursements in such cases.</p> <p>D. The County shall not indemnify or save harmless the Town with respect to punitive or exemplary damages.</p> <p>E. The County's obligation to indemnify and save harmless shall be conditioned upon (i) delivery to the County Attorney and to the County Superintendent of Highways of a copy of any claim, summons, complaint, process, notice, demand, or other pleading within ten days after the Town is served with such document and (ii) the full cooperation of the Town in such action, proceeding, claim, or</p>
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demand and in the defense of any action, proceeding, claim or demand against the County based on the same act or omission, and in the prosecution of any appeal.

7. INDEMNIFICATION BY TOWN

Notwithstanding the limits of any policy of insurance provided or maintained by the Town, the Town shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any and all claims, actions, proceedings, liabilities, damages, and costs (including, but not limited to, attorneys' fees) of every kind and nature arising out of or resulting from the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection maintenance and dismantlement of snow fences under this Agreement.

8. INSURANCE

A. The contractor shall furnish:

- 1. ACCORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
- 2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below
- 3. New York State Workers' Compensation Form C105.2, SI-105.2 or New York State Insurance Fund form U26.3 to evidence New York State workers' compensation coverage;

Insurance Type	
Commercial General Liability	
Each Occurrence	\$1,000,000
Fire Damage/Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Prod. Comp. Op.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Med. Expense	\$5,000
Auto Liability	
Any Auto OR	\$1,000,000
Owned	\$1,000,000
Hired	\$1,000,000
Non-Owned	\$1,000,000
Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Additional Insured on a Primary and Non-Contributory Basis with a Waiver of Subrogation and 30 Days' Notice of cancellation or non-renewal	General Liability, Auto Liability, Excess and Workers' Comp

- B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages with the exception of Workers Compensation and Employers' Liability.
- C. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.

- D. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.
- E. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.
- F. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:
 - 1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of
 - a. the date of the commencement of the term of this agreement, or
 - b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.
 - 2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
 - 3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.
- G. The Town shall be deemed in compliance with the provisions of paragraph 8.A with the furnishing of a liability policy with the limits set forth in paragraph 8.A, which policy shall contain an MPL 2160306 Endorsement and/or as such Endorsement may be amended.
- H. The County shall provide to the Town an Additional Insured Endorsement on a non-contributory basis on its liability policies of insurance.

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above.

COUNTY OF WAYNE

By: _____
Chairman
Board of Supervisors

TOWN OF WALWORTH

By: _____
Michael Donnelly, Supervisor

State of New York)

County of Wayne) ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Huron, Wayne County, New York; that he is the Chairman of the Board of Supervisors for the County of Wayne, the municipal corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Supervisors of the County of Wayne.

Notary Public

State of New York)

County of Wayne) ss:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WAYNE COUNTY HIGHWAY DEPARTMENT
2024 TOWN SNOW REMOVAL RATES

Town	2024 Payment/Trip
Arcadia	\$1926.70
Butler	\$1155.00
Galen	\$1604.73
Huron	\$1675.95
Lyons	\$1151.20
Macedon	\$1449.30
Marion	\$1314.59
Ontario	\$1578.71
Palmyra	\$1251.31
Rose	\$990.38
Savannah	\$1107.54
Sodus	\$2647.28
Walworth	\$937.52
Williamson	\$1785.68
Wolcott	\$1365.25

Note: A trip is considered the effort required to plow and treat all of the County road mileage within each Town.

WHEREAS, The Town of Walworth received the Agreement from The Wayne County Public Works Department for the 2024; and

BE IT RESOLVED, the Town Supervisor is hereby authorized to sign the Wayne County Public Works-Snow and Ice Agreement for 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

Roll call vote:

Councilwoman Linson

Councilman Kelly

Councilman Harden

Councilman Johnson

Supervisor Donalty

Aye

Aye

Absent

Aye

Aye

Resolution carried.

RESOLUTION 207-23: AUTHORIZE THE PARKS SUPERINTENDENT TO ORDER KUBOTA 1211 60” DECK ZERO TURN MOWER, AMOUNT NOT TO EXCEED \$16,261.72; TO AUTHORIZE USE OF FUNDS FROM A7110.21 R, BUDGETED ITEM

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


The following was submitted:

New York State
Contract
PC# 69404

ZD1211-3-60 WEB QUOTE #2731329
Date: 12/14/2023 7:35:36 AM
-- Customer Information --
Buckley, Mike
Town of Walworth
parksuper@townofwalworthny.gov
585-905-7690

Quote Provided By
Saxby Implement Corp.
Don Hill
180 Mendon Victor Rd.
Mendon , NY 14505
email: donhill@trander.com
phone: 5856242938

-- Standard Features --

**Kubota**

ZD1200 Series ZD1211-3-60

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
3 Cylinder, Kubota Model # D1105
24.8 Gross HP @ 3000 rpm
60.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT
Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION
Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Discs
Forward Speeds 0 - 10.5 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL
(2) Hand Levers, Adjustable
Hydraulically Damped, Adjustable

POWER TAKE OFF
Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

FLUID CAPACITY
Fuel Tank 13.1 gal
Engine Coolant w/ Recovery tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS
Front 15 x 6.0 - 6 Flat-Free
Rear 26 x 12.0 - 16 Turf, Low Profile

DIMENSIONS
Height 70.7"
Length 89.0"
Width Overall 73.8"
Wheelbase 56.7"

OPERATING FEATURES
Zero Turn Radius
Adj. Front Axle, Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SIDE DISCHARGE MOWER
60" and 72" Kubota PRO Deck
w/ACS
8 Gauge, 6" Deep Deck
1-8" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

ZD1211-3-60 Base Price: \$19,999.00
Configured Price: \$19,999.00
State of New York Discount: (\$4,399.78)
SUBTOTAL: \$15,599.22
Dealer Assembly: \$0.00
Freight Cost: \$262.50
POI: \$400.00

Total Unit Price: \$16,261.72
Quantity Ordered: 1
Final Sales Price: \$16,261.72

Purchase Order Must Reflect
the Final Sales Price

To order, place your Purchase Order directly with the quoting
dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The POI fee and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 90 days from the date shown on the quote. All equipment as quoted is subject to availability.

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199.143.37.

BE IT RESOLVED, the Parks Superintendent is hereby authorized to order a Kubota 1211 60” deck zero turn mower with the amount not to exceed \$16,261.72 using funds from A7110.21 R.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 208-23: AUTHORIZATION TO PURCHASE AND INSTALL REPLACEMENT CAMERAS IN THE TOWN’S DIGITAL SECURITY MONITORING SYSTEM

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

WHEREAS, the Town’s digital technology vendor, Integrated Systems, conducted a survey of the digital security monitoring system and recommended the replacement of several cameras, some of which are almost 15 years old; and

WHEREAS, the Supervisor and Parks and Facilities Superintendent surveyed the specified sites along with a representative from Integrated Systems, and confirmed the need for replacements, along with recommended upgrades;

WHEREAS, a quote for the total cost of this project has been received in the amount of \$9,959.03, the cost of which can be paid from the 2023 General Fund, budget line A1620.42R;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Walworth authorizes the purchase and installation of the cameras and related hardware in Integrated Systems Quote No. 10724 to be expended from line A1620.42R of the 2023 General Fund; and

Discussion ensued regarding scope of work.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

RESOLUTION 209-23: TO AUTHORIZE THE TOWN SUPERVISOR TO SIGN AND EXECUTE 2024 LEASE AGREEMENT WITH WALWORTH HISTORICAL SOCIETY

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

The following was submitted:

**LEASE AGREEMENT FOR OFFICE SPACE
AT 2257 ACADEMY ST.**

THIS LEASE AGREEMENT (the "Lease") is made the ____ day of _____, 2023
by and between:

LANDLORD: the WALWORTH HISTORICAL SOCIETY, with a principal place of business at 2257 Academy St., PO Box 142, Walworth, NY 14568, and

TENANT: TOWN OF WALWORTH, NEW YORK ("Tenant"), a municipality with a principal office at 3600 Lorraine Drive, Walworth, New York 14568. Tenant and Landlord are sometimes collectively referred to herein as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Premises.** Subject to the terms and conditions set forth in this Lease, Landlord hereby leases and grants to Tenant office space (the leased "Premises") at 2257 Academy Street, Walworth, NY (the "Property" containing the Premises), comprising approximately 120 SF and located on the first (1st) floor in the office area of the building on the Property. Landlord also leases and grants to Tenant joint, non-exclusive use of ancillary common spaces (including but not limited to hallways and public restrooms, for example).
2. **Term.** This Lease shall begin on January 1, 2024 (the "Commencement Date") and terminate on December 31, 2024 (the "Termination Date").
3. **Rent:** The Tenant shall pay to the Landlord the sum of \$2,000.00 annually, to be paid within 30 days of Commencement Date. The Tenant will not be required to provide a security deposit.
4. **Use.** The Premises will be used as an office by the Town of Walworth Historian, including his/her guests, for the purposes of performing the duties of the office of the Walworth Town Historian.
5. **Possession and Access.** Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, including the provision of a key(s) to access the Premises. Landlord shall provide access to the Premises, including through the remainder of the Property (including common areas thereof) as may be required.
6. **Utilities, Services and Taxes.** Landlord, at its sole cost and expense, is responsible for the cost and providing of all utilities (e.g., gas, electricity, water, and sewer), services (e.g., garbage) and taxes relating to the Property.
7. **Furnishings.** If the Premises are furnished, the furniture and other furnishings and appliances, if any, are accepted "as is" and are available for use by the Tenant.
8. **Cleaning, Repairs and Maintenance.** Landlord, at its sole cost and expense, shall be responsible for any necessary cleaning, repairs and maintenance of the Property and the Premises, including its equipment therein. However, Tenant shall be responsible for cleaning of the Premises. At the termination of this Lease, the Premises shall be returned to the Landlord in broom-clean condition.
9. **Space "As Is."** Tenant has inspected the Premises. Tenant takes the Premises "as is".
10. **Care of Property, Grounds.** Landlord shall keep the grounds neat and clean. Landlord shall keep all walkways and parking areas free of snow and ice.
11. **Assignment, Sublet.** Tenant may not sublet all or part of the Premises or assign this Lease without Landlord's prior consent.
12. **Insurance.** During the Term, Landlord, at its sole expense, shall keep the Property, including the building and any other improvements now or hereafter located upon the Property, insured against loss, including but not limited to liability and casualty insurance (including fire) on the Property.
13. **Liability for Property, Generally.** Landlord shall defend, indemnify and save harmless the Tenant against any and all claims, liabilities, loss, damages, etc. which the Tenant may suffer by reason of, in relation to or in consequence of any act, occurrence or omission at the Property, unless such claim, liability, loss, or damage results from an act or omission of the Tenant.
14. **Default.** A breach of any of the provisions of this Lease by either Party shall constitute default hereunder. If a default shall be made by either Party, the other Party may provide written notice of default relative thereto. The defaulting party shall have 15 days to cure said noticed default, unless the Parties agree in writing to an extension of such cure period as a result of extenuating circumstances.

Should Tenant remain in default after the full cure period, the Landlord may terminate this Lease and require that the Tenant vacate the Premises upon 15 days of additional written notice. Upon any such termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord.

Should Landlord remain in default after the full cure period, the Tenant may, in writing, terminate this Lease and vacate the Premises. In such an instance, the Landlord shall reimburse to the Tenant the prorated amount of Rent for those unused months then remaining on the Lease.

Notwithstanding the foregoing, if a Party disputes the occurrence or continuation of a

default in writing, that Party shall have all rights at law and in equity, and in such a case where Tenant is the defaulting party, the Tenant shall not be made to vacate the Leased Premises until a resolution of such dispute.

15. **Quiet Enjoyment.** Landlord covenants that Tenant, on performing the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term.

16. **Broker.** Landlord and tenant each represent to the other that no broker was involved in bringing this Lease about.

17. **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

18. **Notice.** Any bill, statement or notice hereunder must be in writing and delivered to the address set forth above.

19. **Written Modification Only.** This Lease contains the entire understanding between the Parties with respect to the subject matter hereof. This Lease shall not be modified, amended, altered, assigned, transferred, or changed except by a writing duly executed by the Parties, which references this Lease.

20. **Counterparts.** This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.

21. **Executory.** The obligations of the Parties hereunder are predicated on the appropriation by the Walworth Town Board of funds to pay the Rent.

22. **Effective Date.** This Lease is effective upon execution by all Parties.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

TENANT:

WALWORTH HISTORICAL SOCIETY

LANDLORD:

TOWN OF WALWORTH

By: _____
Name: Robert Mognay
Title: WHS Vice President

By: _____
Name: Michael Donahy
Title: Town Supervisor

NOW THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to sign and execute the lease agreement with the Walworth Historical Society for 2024, effective January 1, 2024.

Councilwoman Linson reviewed the changes for 2024.

Adopted this 21st day of December, 2023 at a meeting of the Town Board.

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

Resolution carried.

COMMUNICATIONS:

- **E-mail from Division of Local Government and School Accountability regarding tax cap review, dated December 6, 2023**
- **Town of Walworth Wastewater Treatment Plant Report for November 2023**
- **Planning and Zoning Board Meeting calendars for 2024**
- **Recreation Department Monthly Report for November 2023**
- **Parks & Facilities Monthly Report, dated December 15, 2023**
- **Municipal Shelter Inspection Report, dated December 4, 2023**
- **Assessment Department November 2023 Sales Report**

TOWN BOARD MEETINGS:

DATE	TIME	MEETING TYPE
JANUARY 4, 2024	6:00 PM	ORGANIZATIONAL
JANUARY 4, 2024	6:30 PM	REGULAR

NEW AND OTHER BUSINESS:**➤ Employee Handbook/Policies and Procedures Manual Updates**

No update at this time.

➤ Galvin's Mobile Home Park License Renewal**RESOLUTION 210-23: TO AUTHORIZE THE TOWN CLERK TO ISSUE A RENEWAL LICENSE TO MAINTAIN AND OPERATE A MOBILE HOME PARK FOR GALVIN'S MOBILE HOME PARK**

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

The following was submitted:

WHEREAS, application has been made to the Town Board of the Town of Walworth for a License to maintain and operate a mobile home park (Section 1 & 2) at Galvin's Mobile Home Park, 1612 Hennessey Road, Walworth, New York, for the year 2024 pursuant to §180.42.

WHEREAS, the Building Inspector / Fire Marshal has completed the annual inspection of Galvin's Mobile Home Park on December 12, 2023; and has found no violations.

BE IT RESOLVED, that the Town Clerk issue the License and collect the fees according to the Walworth Fee Schedule to Galvin's Mobile Home Park.

Adopted this 21st day of December, 2023, at a meeting of the Town Board.

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

Resolution carried.

➤ BME Associates Professional Services contract for 2024 Stormwater and MS4 services**RESOLUTION 211-23: TO APPROVE PROFESSIONAL SERVICE CONTRACT WITH BME ASSOCIATES, INC. FOR STORMWATER AND MS4 SERVICES FOR 2024**

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

WHEREAS, the Town has a need for services relating to Stormwater MS4 Services; and

WHEREAS, BME Associates, Inc. has provided to the Town a contract relating to Stormwater MS4 Services; and

WHEREAS, the contract would provide MS4 services defined therein at the estimated cost of \$11,500.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Walworth Town Board hereby authorizes execution of said contract for 2024.

Adopted this 21st day of December, 2023 at the meeting of the Town Board.

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

Resolution carried.

PUBLIC PARTICIPATION – No members of the public wished to address the Town Board.

ADJOURNMENT:

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

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

Motion carried.

Time: 7:11 PM

Respectfully Submitted,
Aimée Phillips
Town Clerk