

Presiding Supervisor Donalty called the Regular Town Board Meeting, Town of Walworth, County of Wayne, State of New York, held at 3600 Lorraine Drive, Walworth, New York to order at 6:30 PM 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
	Kevin Switzer	Highway Superintendent
	Aimée Phillips	Town Clerk

<u>ABSENT:</u>	Jim Harden	Councilman
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OTHERS PRESENT: Teresa Flye, Clerk to the Supervisor; Christine Stanford, Town Comptroller; Donald Young, Esq., Town Attorney; Michael Buckley, Parks Superintendent; Town newspaper reporter; one (1) attendee.

MINUTES

Motion by Councilman Kelly that the minutes of **January 4, 2024 Organizational Meeting** and **January 4, 2024 Regular Meeting** are approved as submitted by the Town Clerk. Seconded by Councilwoman Linson.

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

Motion carried.

ELECTED OFFICIALS’ 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

Motion by Councilman Johnson 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 distributed and reviewed the “Running Top Sheet Coverage” report from Western Wayne Ambulance, Inc.

COUNCILWOMAN LINSON

Councilwoman Linson that the Sewer lease agreement is in progress with the Town Attorney, there is an archival project underway at the Walworth Historical Society and the 2023 audit of the Walworth Justice Court had been completed.

COUNCILMAN HARDEN – No report.

COUNCILMAN JOHNSON – No report.

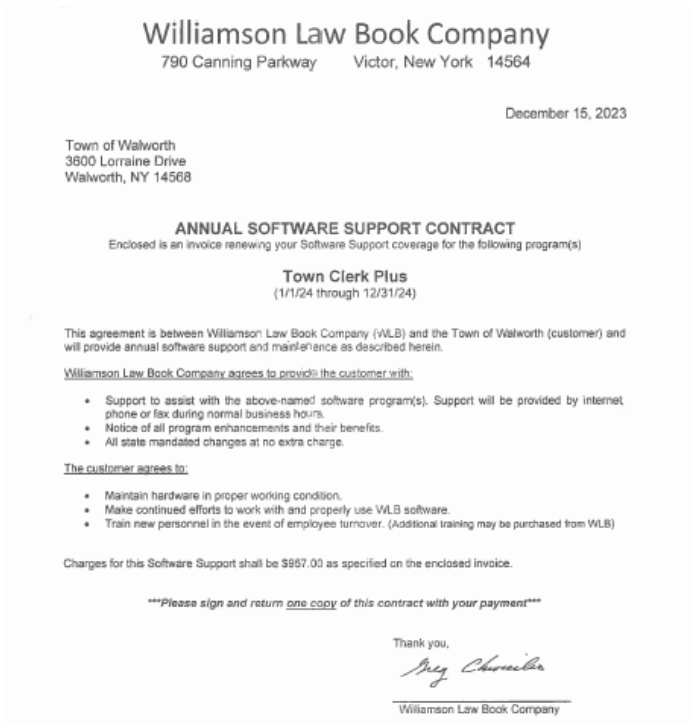
SUPERVISOR DONALTY – No report.

RESOLUTIONS:

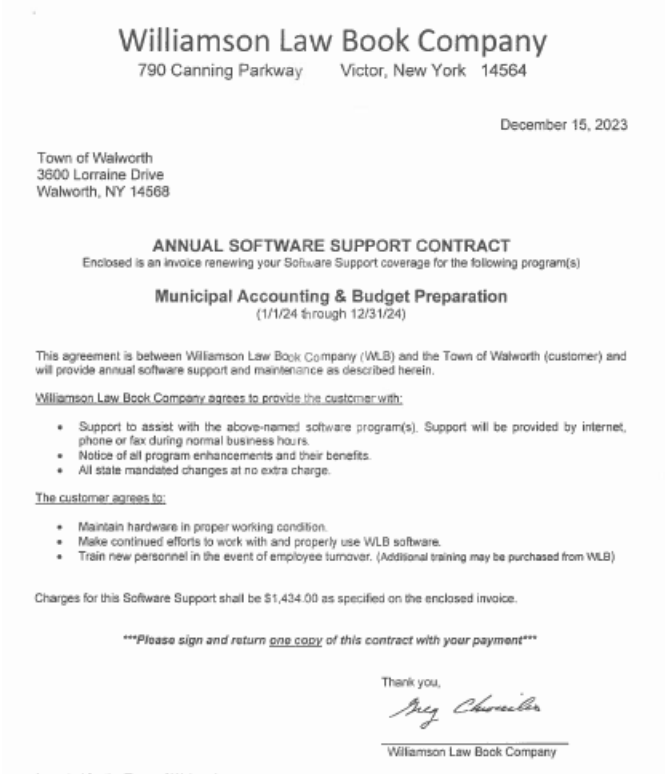
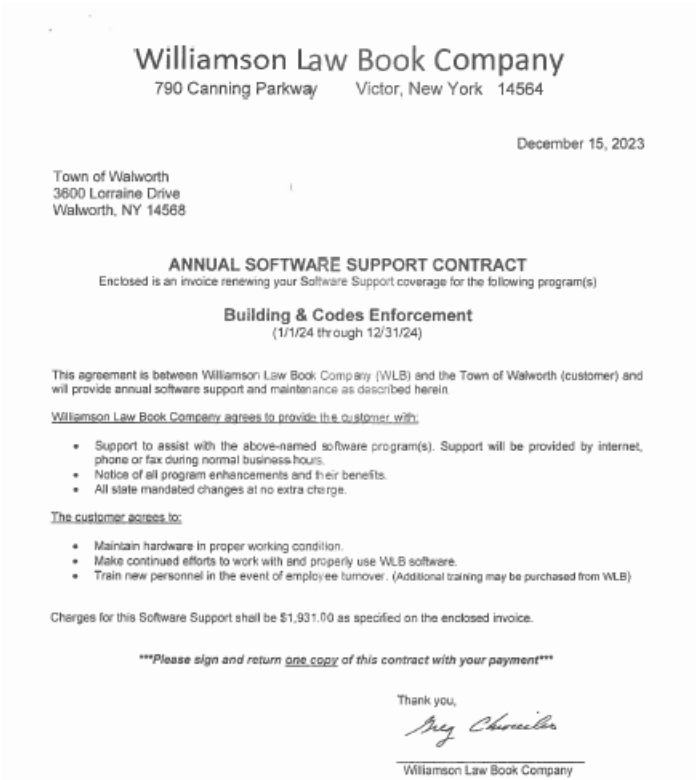
RESOLUTION 26-24: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE WILLIAMSON LAW BOOK COMPANY ANNUAL SOFTWARE SUPPORT CONTRACT FOR MUNICIPAL ACCOUNTING SOFTWARE, BUILDING & CODES ENFORCEMENT SOFTWARE AND TOWN CLERK PLUS SOFTWARE, BUDGETED ITEMS

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

The following was submitted:



CONTINUED ON NEXT PAGE



Adopted this 18th day of January, 2024 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 27-24: ABSTRACT 13, APPROVAL

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

TOWN OF WALWORTH				
Abstract # 013				
Summary by Fund				
01/16/24 11:19:02				
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	DEWBERRY PUMP STATION UPGRADE		180,043.85	180,043.85
HE	GINEGAW RESTROOMS		4,833.38	4,833.38
SL1-	WALWORTH LIGHT DISTRICT		597.63	597.63
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	19,351.29	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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 28-24: ABSTRACT 1, APPROVAL

Councilman Johnson offered the Resolution and moved its adoption. Seconded by Councilman Kelly 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	13,584.84	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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 29-24: AUTHORIZING THE TRANSFER FROM GENERAL FUND TO DOG ENUMERATION RESERVE FUND A231DE

Councilwoman Linson offered the following Resolution and moved its adoption. Seconded by Councilman Kelly 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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 30-24: TO RE-APPOINT CHRISTINE STANFORD TO A TWO-YEAR TERM AS TOWN COMPTROLLER AND BUDGET OFFICER

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

Town Board members commended Mrs. Stanford on her work over her tenure with the Town.

Adopted this 18th of January, 2024 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 31-24: TO ACCEPT, PUBLISH AND DISTRIBUTE REVISED
EMPLOYEE HANDBOOK**

Councilwoman Linson offered the Resolution and moved its adoption. Seconded by Councilman Kelly 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 needs 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.

Supervisor Donalty thanked Councilman Johnson, Councilwoman Linson, Clerk to the Supervisor Flye and Town Comptroller Stanford for their work and dedication to this project.

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

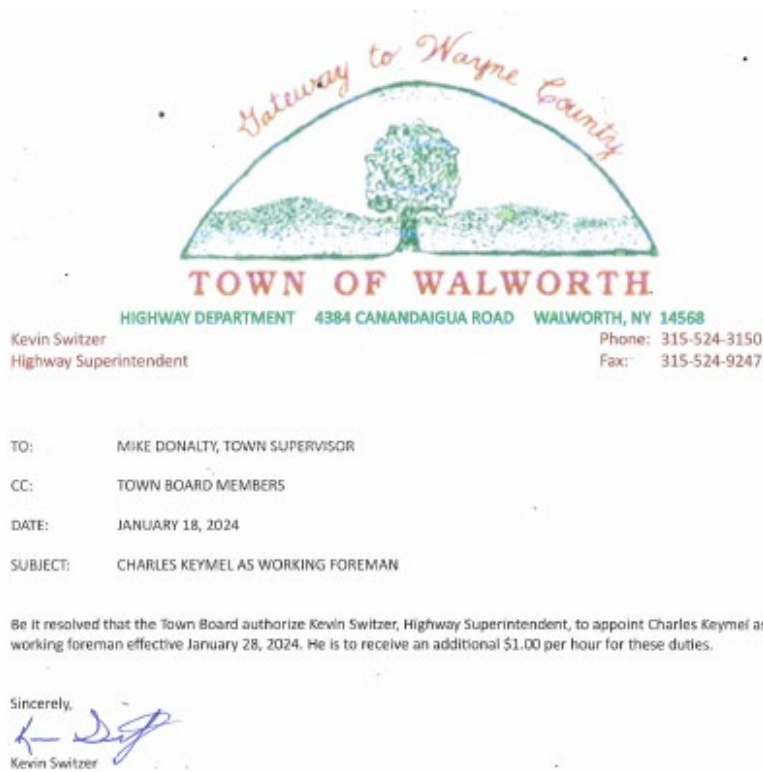
Roll call vote:	Councilwoman Linson	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 32-24: TO CREATE POSITION OF WORKING FOREMAN IN THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE HIGHWAY SUPERINTENDENT TO FILL THE POSITION FROM WITHIN

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

The following was submitted:



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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 33-24: 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

Councilman Kelly offered the Resolution and moved its adoption. Seconded by Councilwoman Linson 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 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: 69116-00-123456 29.6 A Galen)

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 my 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 (2024). 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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 34-24: AUTHORIZE TOWN SUPERVISOR TO SIGN RETAINER AGREEMENT FOR ZOGHLIN GROUP, PROSECUTUNG ATTORNEY SERVICES

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

The following was submitted:



300 State Street, Suite 502
Rochester, New York 14634
585.434.0790 phone
585.563.7432 fax
www.zoglaw.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

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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. Zoghlin

The Town of Walworth agrees to these terms.

Town of Walworth
By Supervisor Michael Donalty

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

Councilwoman Linson made the motion to amend the resolution to state “subject to attorney review”. Councilman Kelly seconded the motion.

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

Motion carried.

RESOLUTION 34-24: AUTHORIZE TOWN SUPERVISOR TO SIGN RETAINER AGREEMENT FOR ZOGHLIN GROUP, PROSECUTUNG ATTORNEY SERVICES, AS AMENDED

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

The following was submitted:



300 State Street, Suite 802
Rochester, New York 14614
585.434.0790 phone
585.503.7431 fax
www.zoglaw.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

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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. Zoghlin

The Town of Walworth agrees to these terms.

Town of Walworth
By Supervisor Michael Donalty

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

Adopted this 18th of January, 2024 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 35-24: 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

Councilwoman Linson offered the Resolution and moved its adoption. Seconded by Councilman Johnson 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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 36-24: 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

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

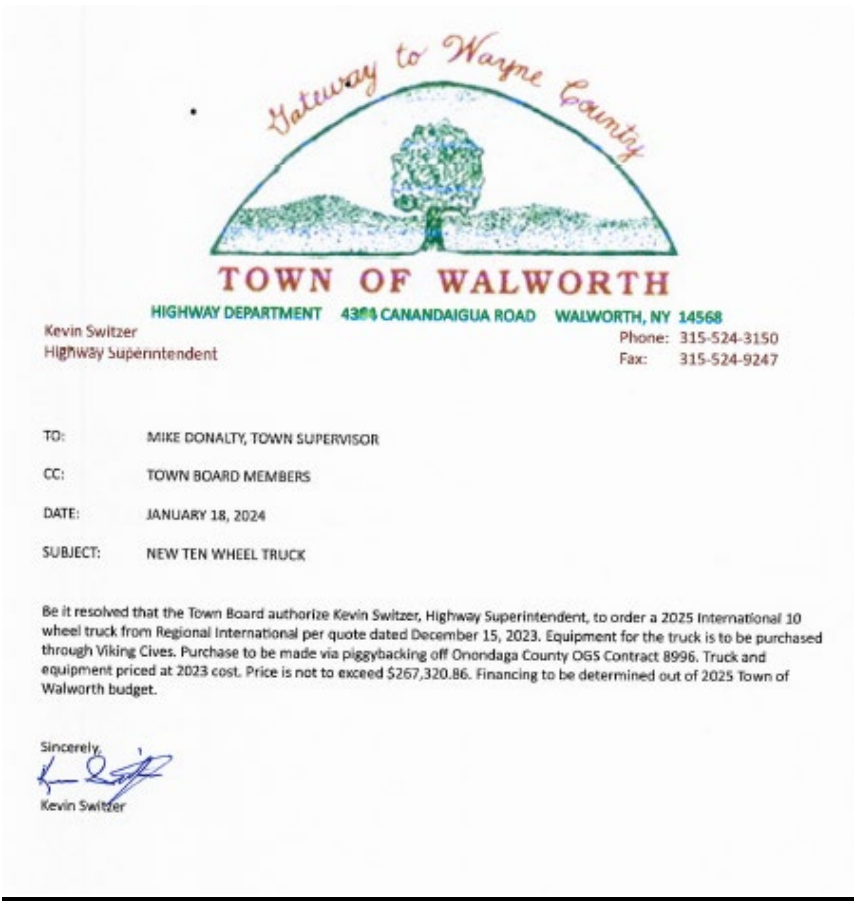
Roll call vote:	Councilwoman Linson	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 37-24: 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

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

The following was submitted:



CONTINUED ON NEXT PAGE

INTERNATIONAL*

Financial Summary
2025 HV513 SFA (HV513)

January 11, 2024

Description	(US DOLLAR)	Price
Factory List Prices:		
Product Items	\$266,655.00	
Service Items	\$10,744.00	
Total Factory List Price including Options:		\$277,399.00
Total Goods Purchased:		\$5,250.00
P&D	\$2,000.00	
Right hand spring	\$850.00	
Total Preparation And Delivery:		\$2,650.00
Total Freight:	\$3,100.00	
Total Factory List Price including Freight:		\$3,100.00
Less Customer Allowance:		\$288,399.00
Total Vehicle Price:		(\$132,079.74)
Total Body/Allied Equipment:		\$106,319.26
Total Sale Price:		\$111,001.60
Total Per Vehicle 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

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET 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 to which you have been provided a copy and hereby agree to their terms and conditions.

Highway Superintendent Switzer explained that the production of trucks is two years out, therefore the funding would be taken from the 2025 budget.

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

Aye

Aye

Absent

Aye

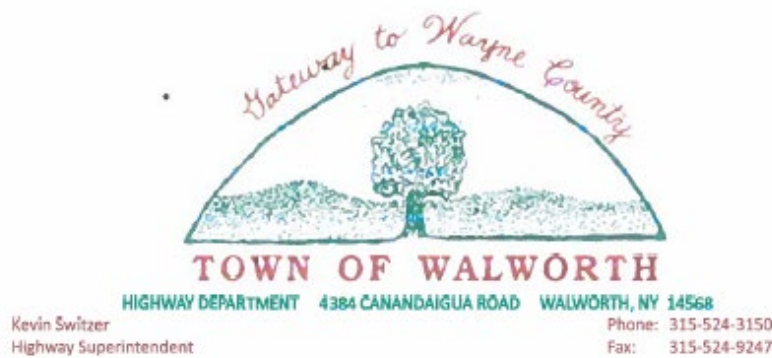
Aye

Resolution carried.

**RESOLUTION 38-24: TO AUTHORIZE TOWN COMPTROLLER TO PAY \$1,511.00
TO GASBOY SYSTEM SERVICES ONCE RECEIVED**

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

Sincerely,

Kevin Switzer

[illegible]

WHEREAS, the Town has leased a vehicle to be used by authorized employees, the lease is expiring in January 2024 and the Town wishes to purchase the vehicle; and

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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

RESOLUTION 40-24: 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

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

The following was submitted:



www.wcwsa.org

January 2, 2024

Supervisor Michael Donalty
Town of Walworth
3600 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.

CONTINUED ON NEXT PAGE

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 release 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 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

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	Aye
	Councilman Kelly	Aye
	Councilman Harden	Absent
	Councilman Johnson	Aye
	Supervisor Donalty	Aye

Resolution carried.

COMMUNICATIONS:

- 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

TOWN BOARD MEETINGS:

DATE	TIME	MEETING TYPE
FEBRUARY 1, 2024	6:30 PM	REGULAR
FEBRUARY 15, 2024	6:30 PM	REGULAR
MARCH 7, 2024	6:30 PM	REGULAR

NEW AND OTHER BUSINESS:

- Employee Handbook/Policies and Procedures Manual Updates

Councilman Johnson shared that the Policies and Procedures review will begin in the next few weeks.

- Walworth Town Justice Court Audit Findings

RESOLUTION 41-24: JUSTICE COURT - FINDINGS AND ORDER UPON AUDIT

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

RESOLVED, to file the Findings and Order Upon Audit for the records of the Justice Court reviewed by Town of Walworth Town Board members Amber Linson and Alex Kelly on January 18, 2024. The records appear satisfactory with no findings.

Councilman Kelly and Councilwoman Linson commended the record keeping being performed by the Court Clerk.

Adopted this 18th day of January, 2024 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.

➤ Letter of Resignation from Aimee Phillips/Appointment of Jenna Camacho

RESOLUTION 42-24: ACCEPTING RESIGNATION OF AIMEE PHILLIPS AS TOWN CLERK AND AUTHORIZING APPOINTMENT OF JENNA CAMACHO TO POSITION OF TOWN CLERK

Supervisor Donalty offered the Resolution and moved its adoption. Seconded by Councilman Kelly to wit:

WHEREAS, Aimee Phillips has submitted her letter of resignation as Town Clerk for the Town of Walworth, effective February 5, 2024; and

WHEREAS, the Town of Walworth is authorized pursuant to Section 64 of the Town Law to appoint a qualified person to the position of Town Clerk to fill a vacancy created by resignation; and

WHEREAS, Jenna Camacho has served as Deputy Town Clerk since 2021;

NOW THEREFORE IT BE RESOLVED, by the Town Board of the Town of Walworth that Jenna Camacho is hereby appointed to the position of Town Clerk to fill the vacancy created by the resignation of Aimee Phillips, until December 31, 2024, effective February 5, 2024.

Councilwoman Linson commended Town Clerk Phillips on her level of customer service, and praised Jenna Camacho for her work in the Town Clerk’s office. Councilman Johnson, Kelly and Supervisor Donalty echoed her statements.

Adopted this 18th day of January, 2024 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

Mrs. Patti Holdraker addressed the Town Board complimented Town Clerk Phillips and expressed confidence in Jenna Camacho as Town Clerk.

Councilman Kelly brought up an additional item of New Business. He inquired as to whether the Town Board would like to see the Memorial Day parade take place in various hamlets around the Town. The Board discussed and expressed approval for this idea.

ADJOURNMENT:

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

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

Motion carried.

Time: 6:37 PM

Respectfully Submitted,
Aimée Phillips
Town Clerk