



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

315.986.1400
315.926.9154
Fax 315.986.1440

TOWN BOARD REGULAR MEETING – AGENDA
MARCH 21, 2024 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

MINUTES: **March 7,2024** **Regular Meeting**

PRESENTATIONS:

John Albright, Scout Master, Troop 113- Request for overnight camp out at Ginegaw Park.

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

Monthly Report of the Town Clerk February 2024
Receiver of Taxes Report February 14-March 15,2024

RESOLUTIONS:

Resolution -24: Abstract 3, approval

Resolution -24: Budget modifications

Resolution -24: Resolution of Town of Walworth Town Board confirming finding of Planning Board relative to approval of Special Use Permit for property at 1870 Walworth-Penfield Road for Wayne County EMS Substation

Resolution -24: Authorization to close the Town Offices at 2:00 P.M. on April 8, 2024

Resolution -24: Authorization for the Town Supervisor to sign proposal for the Ginegaw Park restroom redesign

Resolution -24: To change the appointment of Amelia Devolder, Recreation Leader, from provisional to permanent, effective March 14, 2024

(Updated 03/20/2024)

COMMUNICATION:

- Sewer Department Monthly report for February 2024
- Highway Department Monthly report for February 2024
- Town of Walworth Annual Financial Report for January 1-December 31,2023(on file in the Walworth Town Clerk's Office for review during normal business hours)
- Letter from Department of Transportation of New York regarding traffic safety review of Route 441 and West Walworth Rd.
- Town of Walworth Recreation Department report for February 2024
- Town of Walworth Parks & Facilities Department report for February 10-March 12 ,2024

NEW AND OTHER BUSINESS

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

TOWN CLERK'S MONTHLY REPORT

TOWN OF WALWORTH, NEW YORK

FEBRUARY, 2024

TO THE SUPERVISOR:

PAGE 1

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

A1255			
	<u>1</u>	DECALS	<u>1.38</u>
	<u>1</u>	MISCELLANEOUS	<u>1.00</u>
	<u>4</u>	B/D/M RECORDS SEARCH	<u>110.00</u>
TOTAL TOWN CLERK FEES			112.38
A2001			
	<u>6</u>	RECREATION	<u>1,095.00</u>
TOTAL A2001			1,095.00
A2115			
	<u>1</u>	PB REVIEW FEES/OTHER	<u>100.00</u>
TOTAL A2115			100.00
A2544			
	<u>100</u>	DOG LICENSES	<u>948.00</u>
TOTAL A2544			948.00
A2555			
	<u>23</u>	BUILDING PERMITS	<u>3,779.10</u>
TOTAL A2555			3,779.10
A2590			
	<u>1</u>	VOELCKERS AUTO SALV YARD	<u>62.50</u>
TOTAL A2590			62.50
A2770B			
	<u>12</u>	OTHER INCOME BUILDING	<u>337.50</u>
TOTAL A2770B			337.50
A2770F			
	<u>7</u>	FARMER'S MARKET	<u>375.00</u>
TOTAL A2770F			375.00
A2770S			
	<u>1</u>	SEPTIC INSP (NEW CONSTR)	<u>75.00</u>
TOTAL A2770S			75.00
CM2025			
	<u>6</u>	FACILITY RENTALS	<u>1,865.00</u>
TOTAL CM2025			1,865.00
CM2026			
	<u>2</u>	DOG PARK REGISTRATION	<u>50.00</u>
TOTAL CM2026			50.00

TOWN CLERK'S MONTHLY REPORT

FEBRUARY, 2024

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CM2089			
	10	PARK EXPENDABLE TRUST	6,500.00
		TOTAL CM2089	6,500.00
SS2122			
	9	SEWER APPLICATION WALWOR	7,650.00
		TOTAL SS2122	7,650.00
TA30I			
	17	ESCROW - BLDG PERMITS	5,800.00
		TOTAL TA30I	5,800.00

TOWN CLERK'S MONTHLY REPORT

FEBRUARY, 2024

page 3

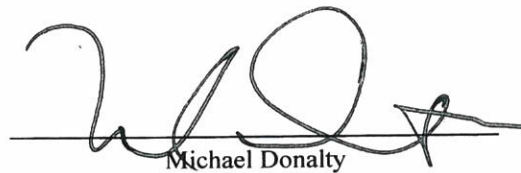
DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	6,883.10
DECALS SEPARATE MONTHLY REPORT	1.38
PAID TO SUPERVISOR FOR BUILDING PERMIT ESCROWS	5,800.00
PAID TO SUPERVISOR FOR CEMETERY/PARK EXPENDABLE	8,415.00
PAID TO SUPERVISOR FOR SEWER APPLICATION FEES	7,650.00
DECALS SEPARATE MONTHLY REPORT- EFT	23.62
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	108.00

TOTAL DISBURSEMENTS

28,881.10

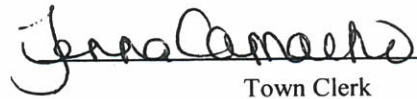
MARCH 5, 2024

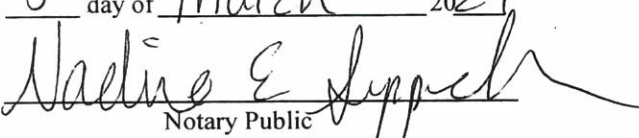
 , SUPERVISOR
Michael Donalty

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

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

Subscribed and sworn to before me this


Town Clerk

5 day of March 2024

Notary Public

Nadine E. Seppeler
Notary Public, State of New York
Reg. No. 01SE0017300
Qualified in Wayne County
Commission Expires November 30, 2027

Town of Walworth Board Report

03/18/2024

February 14- March 15, 2024

Tax Dollars Collected

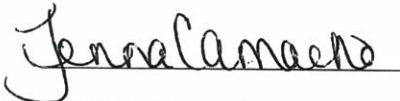
Principal- \$\$250,094.70

Interest- \$2738.44

Mail fee- \$26.00

Disbursement to Wayne County Treasurer

CK# 819 \$1,313,000.00


Jenna Camacho

RESOLUTION -24: ABSTRACT 3, APPROVAL

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

TOWN OF WALWORTH				
Abstract # 003				
Summary by Fund				
03-14-24 14:48:20				
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	23,099.75	147,660.13	170,759.88
CM1-	PARK SPECIAL REVENUE FUND	229.15	3,596.34	3,825.49
CM6-	CEMETERIES		155.25	155.25
DA	HIGHWAY FUND	9,142.84	68,284.73	77,427.57
L	LIBRARY FUND	320,000.00		320,000.00
SL1-	WALWORTH LIGHT DISTRICT	564.45		564.45
SL2-	HARVEST HILL LIGHT DISTRICT	849.13		849.13
SL3-	GANANDA LIGHT DISTRICT	1,360.10		1,360.10
SL4-	BROOKSIDE LIGHT DISTRICT	28.53		28.53
SL5-	ORCHARD VIEW LIGHT DISTRICT	331.40		331.40
SM	GANANDA SIDEWALK DISTRICT		85.98	85.98
SS	WALWORTH SEWER DISTRICT #1	4,071.79	868,142.44	872,214.23
SW19	WATER EXT #19 LIN/SWA/CO	22,160.00		22,160.00
SW20	WATER EXT #20 ARBOR/TUMMONDS	5,540.00		5,540.00
TA	TRUST & AGENCY	107,043.40		107,043.40
TC	CUSTODIAL TRUST		13,657.50	13,657.50
Total:		494,420.54	1,101,582.37	1,596,002.91

Voucher Numbers: 182-378, 25-44, 147-179

Abstract of audited vouchers is on file in the Town Clerks' Office

Adopted this 21st day of March, 2024 at the meeting of the Town Board

Roll call vote:

Councilwoman Linson
Councilman Kelly
Councilman Harden
Councilman Johnson
Supervisor Donalty

Resolution carried/failed.

RESOLUTION -24: BUDGET MODIFICATIONS

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

Budget Modifications for March 21, 2024

	\$		Acct #	Description	Acct #		Reason
General Fund							
Transfer	\$ 1,529.00	FROM	A1990.41	CONTINGENT	TO	A9089.81	Employee Benefits - EAP
Transfer	\$ 430.00	FROM	A1990.41	CONTINGENT	TO	A1355.42	Assessor - Office Expense
Transfer	\$ 10,000.00	FROM	A1990.41	CONTINGENT	TO	A1420.43	Litigation Attorney
Transfer	\$ 25,480.00	FROM	A3620.11	Pers Svc Bldg Inspector	TO	A3620.11T	Asst Bldg Inspector
Transfer	\$ 2,654.00	FROM	A3620.13	Pers Svc Code Enforcement	TO	A3620.11T	Asst Bldg Inspector
INCREASE REVENUES			A3021	STATE AID / GRANTS			
INCREASE APPROPRIATIONS			A1110.41G	JCAP GRANT EXPENSES			
					Increase Budget to recognize		
					JCAP grant award		

Adopted this 21st day of March, 2024 at the meeting of the Town Board.

Roll call vote:

Councilwoman Linson
Councilman Kelly
Councilman Harden
Councilman Johnson
Supervisor Donalty

Resolution carried/failed

**RESOLUTION -24: RESOLUTION OF TOWN OF WALWORTH TOWN BOARD
CONFIRMING FINDING OF PLANNING BOARD RELATIVE TO APPROVAL OF
SPECIAL USE PERMIT FOR PROPERTY AT 1870 WALWORTH-PENFIELD ROAD
FOR WAYNE COUNTY EMS SUBSTATION**

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

WHEREAS, on or about March 12, 2024, the Town of Walworth Planning Board approved a special use permit application from the County of Wayne relative to an approximate 2.4 +/- acre portion of a parcel of land at or about 1870 Walworth-Penfield Road, with Tax Map ID No. 63114-00-164410, for the development and operation of an EMS substation as described therein; and

WHEREAS, pursuant to the **Walworth Town Code at Section 180-13[D](15)**, such special use permit approval is subject to final approval by the Town Board; and

WHEREAS, both the Town Board and the Planning Board have completed SEQR relative to the proposal.

NOW, THEREFORE, BE IT RESOLVED, that, the Town Board agrees with the Planning Board, and finds and determines that the proposed use, an emergency medical services substation, is similar in nature and compatible with the purpose of the Hamlet District, specifically in that its intensity is expected to be significantly less than other permitted uses, such as, for example, day-care centers and/or commercial schools, and given that hospitals and nursing homes, for example, are permitted uses which are similar in nature in that they provide for the health and well-being of residents.

Adopted this 21 day of March, 2024 at the meeting of the Town Board.

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

Resolution carried/failed.

RESOLUTION -24: AUTHORIZATION TO CLOSE THE TOWN OFFICES AT 2:00 P.M. ON APRIL 8, 2024

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

The following was submitted:

WHEREAS, a Total Solar Eclipse will occur throughout the area on April 8, 2024, commencing at approximately 2:00 pm; and

WHEREAS, this event will result in an influx of as many as 50,000 visitors to Wayne County, which may create excessive traffic, encumbered cell phone networks, and other unforeseen circumstances; and,

WHEREAS, to mitigate and minimize possible emergency situations surrounding the Total Solar Eclipse on Monday, April 8, 2024, Supervisor Donalty has recommended that the Town offices and services close at 2:00 pm on that date;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Walworth authorizes the closure of the Town offices at 2:00 p.m.on April 8, 2024.

Adopted this 21st day of March, 2024 at a meeting of the Town Board.

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

Resolution carried/failed

**RESOLUTION -24: AUTHORIZATION FOR THE TOWN SUPERVISOR TO SIGN
PROPOSAL FOR THE GINEGAW PARK RESTROOM REDESIGN**

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

WHEREAS, LaBella Associates P.C., as the Town's engineering firm, has agreed to provide design services and construction administration of the proposed restroom facility at a cost of \$22,200

BE IT RESOLVED, that LaBella Associates, P.C. be engaged to provide design services and construction administration for the proposed restroom facility at Ginegaw Park at a cost of \$22,200

Adopted this 21st day of March, 2024 at a meeting of the Town Board.

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

Resolution carried/failed



February 27, 2024

Mr. Michael Donalty
Town Supervisor
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

RE: LaBella additional services
proposal
Ginegaw Park
#P2223574.01

Mr. Michael Donalty,

LaBella Associates, P.C. is pleased to submit the following additional Work Task Authorization to the Town of Walworth for the redesign of Ginegaw Park restroom project. This proposal outlines our understanding of the changes and presents our proposed scope of work, fee, and project schedule.

PROJECT DESCRIPTION/ UNDERSTANDING

GINEGAW PARK RESTROOM:

The Ginegaw Park restroom design shall be redesigned to accommodate a smaller footprint. The project was bid and the town wishes to redesign to bring the costs down within budget. This proposal is for the time to redesign the plans and specifications and rebid the public project. The redesign will include:

- Reconfigure the restrooms to be two (2) single unisex restrooms with no stall partitions, no urinals.
- Change the building structure to be more efficient, all masonry with a wood truss structure.
- Remove all floor tile and wall tile from the scope, which could be added later if needed.
- Change the roof design to asphalt shingles the finished roof.
- Develop a construction budget of revisions for review.
- Rebid the project for the town.

APPROACH

Directly following the Town's authorization to proceed, we will initiate the revisions discussed with you and the committee members to bring the project costs down. In addition, with some prices of materials coming down because of availability this may help our budget.

CONTRACT BIDDING

The work effort during this phase of the project will be directed towards assisting the Town in retaining suitable contractors to perform the work. This will be accomplished through communicating the requirements of the project to interested bidders. It is anticipated that public bids will be solicited in one contract.

Tasks anticipated during this phase of the project include:

- Coordinated with a plan room and assist in the distribution of Contract Documents.
- Prepare the Advertisement for Bidders and coordinate with the Town for advertisement in local publication.
- Provide documents to contracting agencies to assist in notifying contractors of the project.
- Respond to bidder questions.
- Attend pre-bid meeting and prepare agenda.
- Attend the bid opening, review bids, contact contractor references, and make recommendations for award.
- Prepare conformed copies of the contract documents for execution. Assist in executing the contracts.
- Issue the Notice of Intent to Award and Notice to Proceed.

IMPLEMENTATION

A. Schedule

LaBella can start work immediately and prepare the documents for a final review prior to bid. It will take a few weeks to finalize the changes. LaBella recommends bidding to project in Feb/March so that contract can be let in March/April and submittals in April with Construction beginning in the spring. We'll work with the Town to develop a final construction timeline.

B. Fees

- a. GINEGAW PARK RESTROOM Redesign Services: LaBella Associates, P.C. will provide professional engineering services as outlined in the "Scope of Work" of location above for lump sum amount of \$ 22,200 which is based on the following estimated distribution of:

Survey/ Civil Design.....	\$ 1,880
Project Management	\$ 2,400
Architectural Design.....	\$ 2,610
Mechanical Design.....	\$ 2,120
Plumbing Design.....	\$ 2,120
Electrical Design.....	\$ 720
Structural Design.....	\$ 2,800
Administration.....	\$ 960
Quality Control.....	\$ 1,920
Contract Bidding.....	\$ 3,470

- b. Expenses: Fees include out of pocket expenses such as mileage, postage, and incidental copying and printing Reproduction of the Contract Documents for Bidding, permit fees will be invoiced at our costs. We recommend that the Town establish a budget of \$1,200 for these expenses:

\$1,200

Grand Total Fees:

\$ 22,200



C. Excluded Fees

The following fees have been excluded and will be paid directly by the Town of Walworth:

- Permit, review, licensing, filing, inspection, or publications fees from jurisdictional agencies.
- Filing of easement maps.
- Material testing for soils analysis and compaction.

EXCLUDED SERVICES

The services listed below are available and have not been included in the Scope of Work:

- Construction Inspection services (RPR)
- SEQR Services
- Preparation of permanent easement maps and descriptions and obtaining the easements necessary to construct the project.
- Publication of all notices, as necessary.
- Development of a Storm Water Pollution Prevention Program (we believe the disturbed area will be less than one acre).
- Additional environmental studies not identified.
- Preparation of record drawings.
- Boundary survey & title search.

ACCEPTANCE

If the scope of work, estimate of fee and schedule is acceptable to the Town, please sign below as our authorization to proceed with this task and return this letter to our offices. All work will be performed under the existing Professional Services agreement between LaBella and the Town.

We appreciate the opportunity to serve the Town of Walworth and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at my cell phone (585) 503-8598 or via e-mail at dmclellan@labellapc.com.

Respectfully submitted,

LaBella Associates

David R. McLellan, Assoc. AIA Project Manager

\\labsrv-fs1\marketing\Proposals\U-Z\Walworth, Town of\ P2223574.01Walworth Ginew Park

March 13, 2024

Agreement made the day and year first above written between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

for services related to the following Project:

Professional Architectural/Engineering Services
for: Town of Walworth, Ginegaw Park Design Revisions
3600 Lorraine Drive, Walworth, NY 14568
Proposal # P2223574.01

Services to be rendered are described in Agreement
Dated February 27, 2024, consisting of the Agreement letter and the Professional Services Agreement form
attached hereto as Schedule "A" ("Agreement").

The Attached General Conditions for Services Are Acknowledged By Signing Below:

LaBella Associates, D.P.C.

Town of Irondequoit
Mr. Michael Donalty
Town Supervisor

By: _____
Title _____
Date: _____

By: _____
Title _____
Date _____



1. AGREEMENT

This agreement shall be binding on LaBella only when duly executed and returned to the offices of LaBella, together with any retainer fees required, within a period of thirty (30) calendar days from the date of the Proposal.

2. INVOICES

LaBella shall submit to the Client monthly invoices for services and Reimbursable Expenses, as that term is defined in the Proposal. The final invoice will be submitted within two (2) months following completion of Services.

Client shall promptly make all payments due LaBella for Services and Reimbursable Expenses within forty-five (45) calendar days of the invoice date. In addition, Client agrees to review invoices and report in writing all discrepancies or disputes to LaBella within thirty (30) calendar days of the invoice date. An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date.

Client agrees to reimburse LaBella for all court costs, collection service costs, disbursements and reasonable attorneys' fees incurred by LaBella in the collection of any outstanding invoices.

3. OWNERSHIP

All reports, plans, specifications, calculations and other documents prepared by LaBella as instruments of service shall remain the property of LaBella. Client agrees that reuse of documents on extension of the Project or other projects is prohibited.

4. STANDARD OF CARE

Services provided by LaBella under this Agreement will be performed in accordance with the Scope of Work agreed to, and in a manner consistent with that level of skill and competence ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. LaBella makes no other express or implied representation, guarantee or warranty.

5. DELAYS

In the event the rendering of Services is interrupted due to causes beyond LaBella's control, Client shall compensate LaBella for labor and expenses incurred for the deactivation and subsequent reactivation of the Project at its prevailing Professional Services fee schedule. Delays in excess of forty-five (45) days shall be subject to the provisions of Article 7.

6. ASSIGNMENT

Client agrees not to assign or transfer its duties and obligations under this Agreement without the prior written consent of LaBella. Client, moreover, agrees to notify LaBella in writing fourteen (14) calendar days prior to the sale or transfer of the Project.

LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories.

7. REMEDIES

If Client fails to make any payment when due to LaBella for Services and/or Reimbursable Expenses, or in the event of a delay in excess of forty-five (45) days, or if Client breaches any provision of this Agreement, then LaBella may,

at its option, after giving seven (7) calendar days written notice to the Client, suspend the performing of Services to terminate this Agreement without recourse to LaBella for any damages due to termination or suspension. In the event of termination or suspension, LaBella shall be paid for all Services, performed to the date of termination or suspension based on standard hourly rates, Reimbursable Expenses, plus reasonable termination or suspension expenses.

Termination expenses include expenses directly attributable to termination for which LaBella is not otherwise compensated, plus an amount computed as a percentage of the total Compensation set forth in the Proposal which has been earned to the time of termination, calculated as follows:

7.1 20% if termination occurs during the time the first third of the Services are rendered;

7.2 10% if termination occurs during the time the second third of the Services are rendered; and

7.3 5% if termination occurs during the time the last third of the Services are rendered.

8. ESCALATION

Compensation for Services set forth in the Proposal are subject to review and escalation by LaBella, upon thirty (30) days written notice to Client, should the performance of this Agreement extend beyond the period of service stated in the proposal. The project budget will be adjusted accordingly.

9. STATE-WAGE-RATES FOR SURVEY

Should Services be required for municipal projects, compensation rates for personnel and supplements shall be the current applicable rate published by the New York State Department of Labor. Should the published rates change during the term of this Agreement, the budget shall automatically be adjusted.

10. LIMITATION OF LIABILITY

LaBella Associates carries a Standard Professional liability insurance policy with a limit of \$3,000,000 per claim and a \$5,000,000 aggregate.

The Client agrees that LaBella's financial responsibility for Professional Services and recommendations and for any and all injury, claims, losses, liabilities, expenses, or damages whatsoever arising out of or in any way relating to the Project from any cause or causes, including without limitation, negligence, errors, omissions, strict liability, breach of contract or warranty, shall not exceed the sum of one hundred thousand dollars.

In addition, the Client agrees that to the fullest extent permitted by law, neither LaBella nor its consultants, agents or employees shall be liable to the Client for any special, indirect or consequential damages whatsoever, whether caused by negligence, errors, omission, strict liability, breach of contract, warrants or any other cause or causes.

11. THIRD-PARTY EXCLUSIONS

Client shall, to the extent permitted by law, indemnify and hold harmless LaBella and its consultants, agents, and employees from and against all claims, damages, losses, and expenses, liabilities, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys, arising out of or related to performance of Services.

12. INTEGRATION

The Client and LaBella agree that modifications to the Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

13. SALES TAX

Should Federal and/or State regulations change to require sales tax be paid on professional services during the term of this agreement, the project budget shall automatically be increased by amount of sales tax to be paid.

14. CONSULTANT'S RESPONSIBILITY DURING CONSTRUCTION

It is understood and agreed that the Consultant has not constructive use of the Owner's site; has no control or authority over the means of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the contractor. Notwithstanding the above, the Consultant has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is the Consultant's professional responsibility to take what the Consultant believes are prudent measures should the Consultant encounter situations that the Consultant believes create a danger to the public health, safety, or welfare. The Owner understands this situation and agrees to hold harmless and defend the Consultant from claims from the Consultant's exercises of professional responsibility in this regard.

**RESOLUTION -24 : TO CHANGE THE APPOINTMENT OF AMELIA DEVOLDER,
RECREATION LEADER, FROM PROVISIONAL TO PERMANENT, EFFECTIVE
MARCH 14, 2024**

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

WHEREAS, Ms. DeVolder was provisionally appointed to the Recreation Leder position in February 2021, pending completion of the Civil Service testing requirements; and

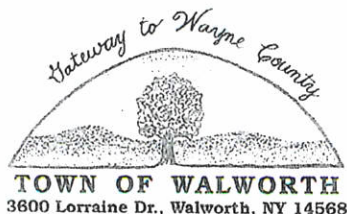
WHEREAS, Ms. DeVolder successfully completed those requirements and is on the Certified List of Eligibles as of March 14, 2024; and

WHEREAS, the updated Civil Service rules state that the one year probationary period started on the day she was hired;

NOW THEREFORE BE IT RESOLVED, that the status of Ms. DeVolder be changed from Provisional to Permanent, effective March 14, 2024. The pay rate of \$18.45 per hour will remain unchanged.

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

Resolution carried/failed



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

March 5, 2024

To: Supervisor Mike Donalty
Re: Wastewater Treatment Plant Report – Month of February 2024

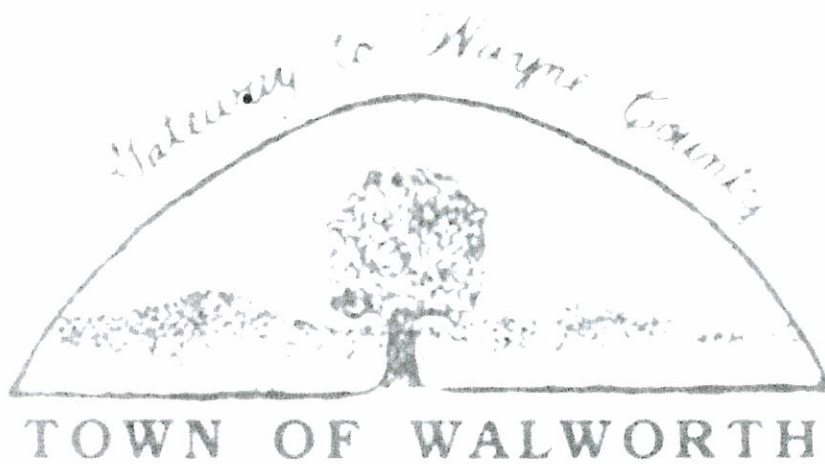
- Daily maintenance, monitoring, process, and sampling.
- Daily required sampling for DEC and Baldwin Richardson Foods.
- Operated the DAF sludge thickener for a total of 14 days.
- Completed January 2024 DMR's.
- Completed operator report for January.

- Sludge hauled: 45,500 gallons total: Chamberlain / Sewer Department.
 - Canandaigua = 20,000
 - Van Lare = 45,500 (Chamberlain)

- UFPO requests total: 50
 - Regular = 48
 - Emergency = 2

- After hours call in = 0
- Completed prep work for pump station upgrades (ladders and grating).
- Cleaned bio building.
- Pump station upgrades were completed by Randsco for Walworth Ontario, Walworth Palmyra, Stalker Road and Ginegaw Park (Penfield 1).
- Cleaned pump stations after upgrades complete.
- Picked up scrap pieces from pump stations.
- Washed /cleaned grit from sludge truck. Serviced sludge truck. Picked up parts to repair sludge truck.
- Repaired slack adjusters and wheel seals on sludge truck.
- Responded to sewer back up on Route 350 (Jim LeMay assisted), February 19 holiday.
- Meetings with town officials and attorney regarding sewer collections and solar credits.
- Replaced pressure switch in air compressor.
- Changed diffusers in sludge tank at WWTP.
- Cleaned post air tank.
- Cleaned shop and screen room.
- Met with DEC regarding DMR reporting.
- Regional WWTP meetings.

Respectfully Submitted,
Adam Jozwiak, Sewer Superintendent



Summary of Highway Work in February 2024

Serviced the tractors

Cleaned up trees around town from the wind storm

Serviced the sweeper

Cut trees down on various roads

Serviced the roller

Made 14 plow/salt runs

Shop work



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

CHRISTOPHER REEVE, P.E.
Regional Director

File: 54.23-441
Study: 04220126

March 19, 2024

Kevin Rooney, Superintendent
Wayne County Highway Department
7227 Route 31
Lyons, NY 14489

Dear Mr. Rooney:

We have completed our traffic safety review at the intersection of Route 441 and W Walworth Rd in the Town of Walworth. The review included a crash history analysis, documentation of roadway characteristics, and a sign inventory.

Over the past five years, only two crashes were reported that relate to the intersection. However, eight crashes resulted from a driver failing to negotiate the curve. Most crashes did not result in an injury.

The sight distance on the eastbound and westbound approaches were found to be less than desirable, but not critically limited. Intersection Warning signs are present in each direction and Chevron signs provide additional delineation of the curve. These signs were updated in 2016 and meet current standards.

Based on the reported crash history, any project to reconfigure the intersection geometry would not qualify for HSIP funding. However, to help mitigate run-off-the-road crashes, yellow reflective strips will be added to the chevron signposts to enhance their conspicuity. If you have any questions, please contact me at (585) 272-3460.

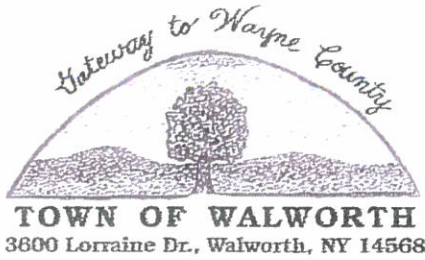
Sincerely,

Matthew C. Oravec

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

MCO/AOQ/AGG/mm

cc: T.Sgt. D. Irland, State Police Troop "E"
B. Butts, Resident Engineer, Wayne/Ontario



Jacqueline VanLare
Town of Walworth
Recreation Director

Date: March 20th, 2024

To: Supervisor Donalty & the Walworth Town Board

Re: Month End Report for February 2024

- Financial Summary for February
 - Recreation Registration Fees \$30,202.50
 - Lodge Fees \$1,650.00
 - Open Air Pavilion Fees \$215.00
 - Farm Market Vendors \$375.00
 - Dog Park Fees \$50.00

Respectfully submitted,

Jacqueline Van Lare
Recreation Director



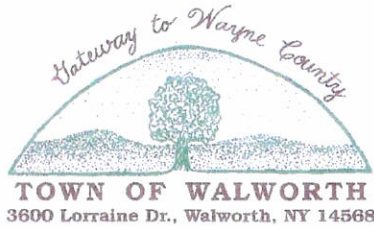
3600 Lorraine Drive
Walworth, NY 14568



(p) 315 986 1400
(f) 315 986 1440



walrec@townofwalworthny.gov
www.townofwalworthny.gov



Parks & Facilities Department

3600 Lorraine Drive, Walworth, NY 14568

Mike Buckley, Parks & Facilities Superintendent

(315) 986-1400 ext.12

parkssuper@townofwalworthny.gov

March 12, 2024,

To: Supervisor Mike Donalty

Re: Parks & Facilities Monthly Report

This report is for February 10, 2024, through March 12, 2024:

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

Patched and painted damaged wall at the Town Hall,

Began spring equipment service,

Performed vehicle service,

Finished building handicap accessible picnic tables,

Cut up and removed fallen trees at John's Park,

Windstorm damage cleanup in Ginegaw park,

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

Began winter debris cleanup.

Respectfully Submitted,

Mike Buckley

Parks & Facilities Superintendent