



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 7, 2024 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

6:30PM- PUBLIC HEARING: Local Law NO. 1-2024 To Implement a Temporary Moratorium Relative To Solar Facilities and Battery Storage, except for residential rooftop solar

MINUTES: February 15, 2024 Regular Meeting

PRESENTATIONS:

Victor Ciaccia, representing Norbut Solar Farms, proposed Solar Farm
Jack Bittner, proposing Eagle Scout project for Sherburne Road Park with the replacement of Bluebird houses.

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

RESOLUTIONS:

Resolution -24: To adopt Local Law NO. 1-2024 to implement a temporary moratorium relative to solar facilities and battery storage, except for single family rooftop solar

Resolution 183-23: To approve Local Law No. 8 of 2023 to Amend the Walworth Town Code to address the Removal of Obstructions, snow, and Ice from Sidewalks (Tabled)

Resolution -24: To authorize Town Clerk to conduct Dog Enumeration for all properties in Town of Walworth

Resolution -24: To appoint Teresa Flye to fill the vacancy on Board of Assessment review for term beginning October 1, 2023

Resolution -24: Authorization for the Town Supervisor to sign and submit the section 211 application on behalf of the Town of Walworth for employee Brett Malafeew

Resolution -24: Authorize the Highway Superintendent to implement Highway Department hours of 4 10-hour workdays beginning April 7, 2024 to October 20, 2024

(Updated 03/04/2024)

Resolution -24: Authorization for the Town Supervisor to execute the Amended Farmland Lease Agreement for Town-Owned land located at 1870 Walworth-Penfield Road

Resolution -24: To change the appointment of Marissa Neitz, Account Clerk, from provisional to permanent, subject to Civil Service probationary period

Resolution -24: Authorize the hire and set salary for two (2) seasonal park groundskeepers

Resolution -24: Authorization to execute purchase offer from the County of Wayne relative to the County's purchase of a portion of Town-owned land located at 1870 Walworth-Penfield road

Resolution -24: To authorize the transfer of \$42,400 into the Sewer Capital Reserve Fund (ss231r)

Resolution -24: Authorize the Town Supervisor to sign the 2023 Service Award Program Sponsor Submission form for the West Walworth Fire Department

Resolution -24: Rescind Resolution 78- 23 entitled "Adoption of Covid Sick Pay Policy"

COMMUNICATION:

- Animal Control Officer report for February 2024
- Uniform Code Administration and Enforcement report for 2023

NEW AND OTHER BUSINESS

- Discuss enacting a moratorium on solar installations

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

**NOTICE OF PUBLIC HEARING FOR LOCAL LAW TO IMPLEMENT A
TEMPORARY MORATORIUM RELATIVE TO SOLAR FACILITIES AND
BATTERY STORAGE, EXCEPT FOR SINGLE FAMILY ROOFTOP SOLAR**

PLEASE TAKE NOTICE that a proposed Local Law is under consideration by Town Board of the Town of Walworth, New York, designated as Local Law No. 1-2024 to Implement a Temporary Moratorium Relative to Solar Facilities and Battery Storage, Except for Single Family Rooftop Solar.

PLEASE TAKE FURTHER NOTICE that the purpose of said Local Law is to temporarily halt for a period of six months the development of new solar facilities and battery storage in the Town (except for residential rooftop solar) while the Town of Walworth develops and adopts local legislation to regulate such solar facilities.

PLEASE TAKE FURTHER NOTICE that said proposed Local Law is on file at the Walworth Town Clerk's Office located at 3600 Lorraine Dr., Walworth, New York, where it is available for public inspection during regular business hours.

PLEASE TAKE FURTHER NOTICE that a public hearing upon said proposed Local Law has been scheduled for March 7, 2024, at 6:30 PM, to be held at Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY. An opportunity to be heard in regard thereto will then and there be given to members of the public. Written comments may also be directed to the Walworth Town Clerk, Walworth Town Hall, 3600 Lorraine Dr., Walworth, NY.

Date: February 15, 2024

BY ORDER OF THE
WALWORTH TOWN BOARD
Jenna Camacho
Town Clerk

**LOCAL LAW NO. 1-2024 TO IMPLEMENT A TEMPORARY MORATORIUM
RELATIVE TO SOLAR FACILITIES AND BATTERY STORAGE, EXCEPT FOR
RESIDENTIAL ROOFTOP SOLAR**

BE IT ENACTED, by the Town Board of the Town of Walworth, Wayne County, State of New York, as follows:

Section I. Authorization

The adoption of this Local Law is in accordance with Section 10 of New York's Municipal Home Rule Law.

Section II. Title and Purpose

This law shall be known as and may be cited as Local Law No. __-2024 of the Town of Walworth to Implement a Temporary Moratorium Relative to Solar Facilities and Battery Storage, Except for Residential Rooftop Solar.

The purpose of this local law is to enact a moratorium in the Town of Walworth in order to temporarily halt for a period of six months the development of new solar facilities and battery storage except for residential rooftop solar, while the Town of Walworth examines and studies the impacts of the development of solar facilities and battery storage and develops and adopts local legislation to regulate such solar facilities.

Section III. Legislative Findings

The Walworth Town Board finds and hereby determines that the State of New York is currently experiencing and has over the recent has experienced significant new development of solar facilities and continues to receive more interest for additional development of solar facilities. In addition, battery storage, particularly for energy generated via solar facilities, has also received significant interest. The Town has noted popularity of new solar facilities in New York as well as the interest in battery storage and would like to examine the potential impacts thereof in the Town of Walworth as well as develop and adopt local legislation to regulate solar facilities and battery storage. Thus, pursuant to the Town's recently approved update to the Comprehensive Plan, the Town seeks to implement local laws to address development of solar facilities; and

While the Town considers the aforementioned impacts and develops local legislation to regulate the same, the Town Board finds that any development of solar facilities and battery storage should be prohibited for a temporary period of time until completion of said studies in order to protect the health, safety and welfare of the Town of Walworth, including to better promote community planning and development values in the context of the rapidly changing technology and industry of large scale solar facilities and battery storage.

During the pendency of the moratorium, the Town Board will consider how best to permit such solar facilities and battery storage installations so as to harmoniously integrate such installations with the existing community.

Section IV. Moratorium Provisions

A. Definitions:

SOLAR ENERGY SYSTEM

Equipment and associated structures and materials that directly converts and then transfers or stores solar energy into usable forms of thermal or electrical energy.

RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM

A solar energy system servicing a one- or two-family dwelling, designed primarily to provide energy to the subject dwelling(s), where the solar panels are wholly contained on the rooftop of the dwelling (not including solar shingles).

BUILDING-INTEGRATED SOLAR COMPONENTS

Components of a building which harness solar energy for usable forms of electric or thermal energy. These components are directly integrated into the building itself. By way of example, these may comprise specially treated windows and glass, shingles, etc. This does not include roof-mounted solar panels. Building-integrated solar components are not considered solar energy systems for purposes of these regulations and are thus not subject to these regulations.

LARGE BATTERY ENERGY STORAGE SYSTEM

A rechargeable energy storage system consisting of batteries, battery chargers, controls, power conditioning systems and associated electrical equipment designed to provide electrical power to a building or to provide electrical grid-related services, having an energy capacity greater than 20 kilowatt hours.

B. Moratorium

The development, including the new construction, addition, or expansion of Solar Energy Systems, except for Residential Rooftop Solar Energy Systems and Building-Integrated Solar Components, and/or the new construction, addition, or expansion of Large Battery Energy Storage Systems shall be prohibited within the Town of Walworth until six months pass from the date of the adoption of this Local Law. Notwithstanding the foregoing, the length of this Moratorium may be modified by the subsequent repeal or amendment of this law.

During the Moratorium implemented herein, 1) there shall be no granting or amendment of site plan approvals, subdivisions, special use permits or rezoning that would have the effect of the establishment or construction of any Solar Energy Systems (except for Residential Rooftop Solar Energy Systems and Building-Integrated Solar Components) or Large Battery Energy Storage Systems, 2) the Town of Walworth may refuse to review or accept applications involving the development of Solar Energy Systems (except for Residential Rooftop Solar Energy Systems and Building-Integrated Solar Components) and Large Battery Energy Storage Systems, and 3) the Town of Walworth reserves the right to rescind any approvals issued in violation of this Local Law.

This Moratorium shall be applicable to any and all development of Solar Energy Systems (except for Residential Rooftop Solar Energy Systems and Building-Integrated Solar Components) and Large Battery Energy Storage Systems occurring after the adoption of this local law. Any development of Solar Energy Systems or Large Battery Energy Storage Systems which has been approved prior to such date shall not be subject to this Moratorium.

C. Application for Relief

Any party considering itself aggrieved by this local law may apply to the Zoning Board of Appeals for a use variance from the limitations in this local law, all pursuant to those regulations governing use variances.

D. Penalties

It shall be a violation of this local law to develop Solar Facilities (except for Residential Rooftop Solar Energy Systems and Building-Integrated Solar Components) or Large Battery Energy Storage Systems in the Town of Walworth during the Moratorium as established herein.

Any person, firm or corporation that violates this Local Law shall be subject to penalties and enforcement provisions as set forth at Article X of Chapter 180, entitled "Zoning," of the Walworth Town Code.

Section V. Validity and Severability

Should any word, section, clause, paragraph, sentence, part or provision of this Local Law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

Section VI. Repeal, Amendment and Supersession of Other Laws

All other Ordinances or Local Laws of the Town of Walworth which are in conflict with the provisions of this Local Law are hereby superseded or repealed to the extent necessary to give this Local Law force and effect during its effective period.

Section VII. Effective Date

This Local Law, after its adoption by the Town Board of the Town of Walworth, shall take effect immediately upon its filing with the Secretary of State of NY.

RESOLUTION -24: TO ADOPT LOCAL LAW TO IMPLEMENT A TEMPORARY MORATORIUM RELATIVE TO SOLAR FACILITIES AND BATTERY STORAGE, EXCEPT FOR SINGLE FAMILY ROOFTOP SOLAR

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

WHEREAS, the Walworth Town Board finds and hereby determines that the State of New York is currently experiencing and has over the recent has experienced significant new development of solar facilities and continues to receive more interest for additional development of solar facilities. In addition, battery storage, particularly for energy generated via solar facilities, has also received significant interest; and

WHEREAS, in noting the popularity of new solar facilities in New York as well as the interest in battery storage, the Town would like to examine the potential impacts thereof in the Town as well as develop and adopt revised local legislation to regulate solar facilities and battery storage; and

WHEREAS, while the Town considers the aforementioned impacts and develops revised local legislation to regulate the same, the Town Board finds that any development of solar facilities and battery storage should be prohibited for a temporary period of time until completion of the same in order to protect the health, safety and welfare of the Town, including to better promote community planning and development values in the context of the rapidly changing technology and industry of large scale solar facilities and battery storage; and

WHEREAS, during the pendency of the moratorium, the Town Board will consider how best to permit such solar facilities and battery storage installations so as to harmoniously integrate such installations with the existing community; and

WHEREAS, the Town Board has before it a local law to implement such a moratorium, on file with the Town Clerk, where it has been available for review by the public, said moratorium local law being attached hereto and made a part hereof; and

WHEREAS, the Walworth Town Board duly advertised and held a public hearing on the proposed moratorium local law in order to solicit and consider public input on the same; and

WHEREAS, the Walworth Town Board referred the moratorium local law to the Wayne County Planning Board; and

WHEREAS, this matter is a Type II action pursuant to SEQR, and not subject to review thereunder.

NOW, THEREFORE, BE IT RESOLVED, that upon consideration of such moratorium local law and any comments thereon, the Town Board finds and determines it to be in the Town's best interest to approve such moratorium local law for the reasons set forth above and therein; and, be it further

RESOLVED, that the Town Board hereby adopts and approves said Local Law to Implement a Temporary Moratorium Relative to Solar Facilities and Battery Storage, Except for Single Family Rooftop Solar, said moratorium local law being attached hereto; and, be it further

RESOLVED, that the Town Clerk be and hereby is directed to enter said Local Law into the minutes

of this meeting and to give due notice of the adoption of said Local Law to the Secretary of State of the State of New York.

Adopted this 7th 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 183-23: TO APPROVE LOCAL LAW NO. 8 OF 2023 TO AMEND
THE WALWORTH TOWN CODE TO ADDRESS THE REMOVAL OF
OBSTRUCTIONS, SNOW AND ICE FROM SIDEWALKS (TABLED)**

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

WHEREAS, a public hearing was duly called for, and held on November 16, 2023, relative to a proposed local law to “Amend the Walworth Town Code to Address the Removal of Obstructions, Snow and Ice from Sidewalks,” and all interested parties were permitted an opportunity to speak thereon; and

WHEREAS, the Town Board of the Town of Walworth, after due deliberation, finds it in the best interest of the Town to adopt said local law for the reasons set forth therein, and finds that the Walworth Town Code should thus be amended as set forth herein; now, therefore be it

RESOLVED, that, in accordance with the State Environmental Quality Review Act, the Town Board finds that the action is a Type II action pursuant to 6 NYCRR 617.5(c)(1) and no further review is required; and, be it further

RESOLVED, that the Town Board hereby adopts said Local Law to “Amend the Walworth Town Code to Address the Removal of Obstructions, Snow and Ice from Sidewalks,” all as set forth in the attached Local Law, which is incorporated herein and made a part hereof; and be it further

RESOLVED, that the Town Clerk be and hereby is directed to enter said Local Law into the minutes of this meeting and to give due notice of the adoption of said Local Law to the Secretary of State of the State of New York.

Discussion ensued regarding liability concerns and the Town’s responsibility to residents.

Councilwoman Linson made the motion to table this resolution until the first Town Board meeting in March of 2024. Seconded by Councilman Johnson.

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

Motion carried.

Adopted this 7th 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: TO AUTHORIZE TOWN CLERK TO CONDUCT DOG
ENUMERATION FOR ALL PROPERTIES IN TOWN OF WALWORTH**

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

WHEREAS, Article 7, Section 110 (4) License fees, of the Agriculture and Markets Law states in part; In addition to the fee charged pursuant to subdivision one of this section, any municipality issuing dog licenses pursuant to this article is hereby authorized to provide for the assessment of additional surcharges for the purpose of: Recovering costs associated with enumeration conducted pursuant to subdivision six of section one hundred thirteen of this article should a dog be identified as unlicensed during such enumeration...; and

WHEREAS, The Code of the Town of Walworth Chapter 56-5 A(1) Licensing Requirements states in part: Enumeration. Upon determination by the Walworth Town Board, the Town Board shall by resolution establish enumeration procedures and fees. Should a dog be identified as unlicensed during enumeration, the enumeration fees collected shall be used to pay the expenses incurred by the municipality; and

WHEREAS, the Town of Walworth conducted a dog mail-in enumeration (census) in 2018;

NOW BE IT RESOLVED, that the Town Board of the Town of Walworth authorizes the Town Clerk to conduct a Dog Mail-in Enumeration for all properties in the Town of Walworth beginning April 1, 2024 through July 31, 2024. *An additional* charge of \$10.00 to be applied to those dogs identified as unlicensed as per Article 7 and the Town of Walworth Code beginning August 1, 2024.

Adopted this 7th 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: TO APPOINT TERESA FLYE TO FILL THE VACANCY ON
BOARD OF ASSESSMENT REVIEW FOR TERM BEGINNING OCTOBER 1, 2023**

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

WHEREAS, the Board of Assessment Review carries terms of five (5) years; and

WHEREAS, a vacancy exists for the term beginning October 1, 2023;

BE IT RESOLVED, that the Town Board hereby appoints Mrs. Teresa Flye to the Board of Assessment Review to fulfill the remainder of the five-year term beginning October 1, 2023.

Adopted this 7th 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
AND SUBMIT THE SECTION 211 APPLICATION ON BEHALF OF THE TOWN OF
WALWORTH FOR EMPLOYEE BRETT MALAFEEW**

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

WHEREAS, NYS Retirement and Social Security Law (RSSL Section 211) require that retirees of the NYS Employee Retirement System who return to work for any municipality in NYS be paid no more than \$35,000 annually, unless exempted from this ruling, and;

WHEREAS, the Town wishes to elevate part-time Code Enforcement Officer Brett Malafeew to full-time status and salary, as there is an immediate need for his services, and;

WHEREAS, Mr. Malafeew is a retiree enrolled in the NYS Police and Fire Retirement System and therefore barred from earning more than \$35,000 annually while collecting his pension, and;

WHEREAS, the Town Supervisor has prepared a Section 211 Application requesting that Section 211 be waived for Mr. Malafeew to allow him to collect the salary of a full-time Code Enforcement Officer, currently \$58,500 annually, and;

NOW THEREFORE BE IT RESOLVED that the Town Supervisor is hereby authorized to sign and submit the Section 211 Application for Brett Malafeew on behalf of the Town of Walworth.

Adopted this 7th day of March, 2024 at a meeting of the Town Board.

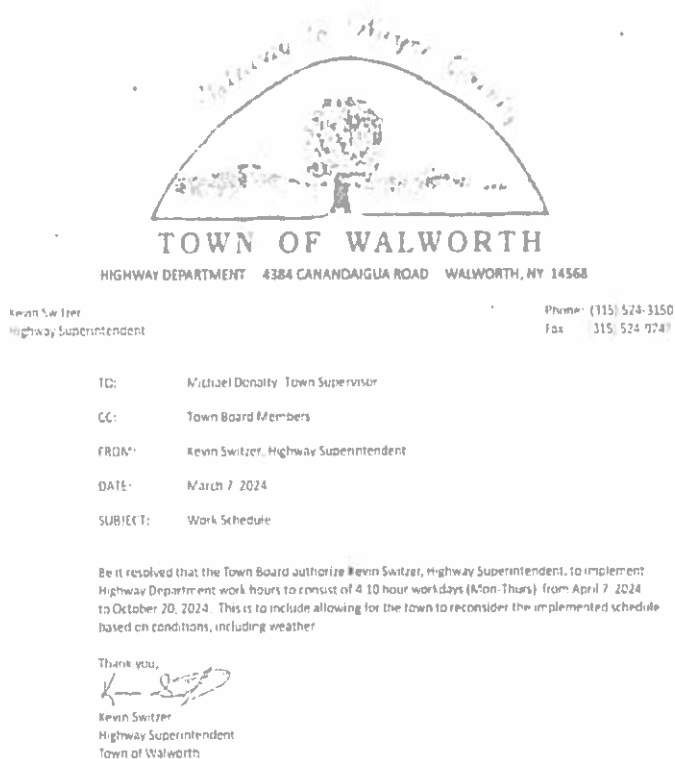
Roll call vote: Councilwoman Linson
Councilman Kelly
Councilman Harden
Councilman Johnson
Supervisor Donalty

Resolution carried/failed.

**RESOLUTION -24: AUTHORIZE THE HIGHWAY SUPERINTENDENT TO
IMPLEMENT HIGHWAY DEPARTMENT HOURS OF 4 10-HOUR WORKDAYS
BEGINNING APRIL 7, 2024 TO OCTOBER 20, 2024**

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

The following was submitted:



BE IT RESOLVED that the Highway Superintendent is authorized to implement Highway Department hours of 4 10-hour work days from April 7, 2024 to October 20, 2024; and allowing the Town to reconsider the implemented schedule based on conditions including weather.

Adopted this 7th 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 EXECUTE THE AMENDED FARMLAND LEASE AGREEMENT FOR TOWN-OWNED LAND LOCATED AT 1870 WALWORTH-PENFIELD ROAD

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

WHEREAS, the Town entered into a Farmland Lease Agreement with Adam L. Craft on May 6, 2022, for acreage located at 1870 Walworth-Penfield Rd. and;

WHEREAS, the Town wishes to sell approximately 2.4 acres of this parcel to the County as a possible location for use as an ambulance base, and;

WHEREAS, the Town and Mr. Craft agree to modify and amend the Original Lease, decreasing the size of the leased parcel to approximately 17.4. acres while retaining the rental rate of \$68.50 per acre, and;

NOW THEREFORE BE IT RESOLVED that the Town Supervisor is hereby authorized to execute the amended Lease for the Town-owned land located at 1870 Walworth-Penfield Road.

Adopted this 7th 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.

COPY

Amendment to Town of Walworth Farm Land Lease Contract Agreement

THIS AMENDMENT is made this 28th day of February, 2024, by and between the Town of Walworth (the "Town"), a Town in the State of New York with Town Hall at 3600 Lorraine Drive, Walworth, New York and Adam L. Craft, herein referred to as the Lessee, residing at 2333 Tummonds Road, Ontario, New York 14519.

Recitals:

WHEREAS, the Town of Walworth and Lessee entered into that certain Town of Walworth Farm Land Lease Contract Agreement dated May 6, 2022 (the "Original Agreement"), attached hereto, and now wish to amend and revise said Agreement; and

WHEREAS, said Original Agreement relates to property at 1870 Walworth Penfield Road, Walworth, NY which was stated as approximately 19.83 acres in size (the "Original Property"); and

WHEREAS, the Town wishes sell a 2.4 +/- acre portion of the Original Property, as depicted on the attached subdivision map (the "Transferred Lands"), such that the portion of the Original Property remaining in the Town's possession will be approximately 17.4 acres in size (the "Remaining Subdivided Property"); and

WHEREAS, the Town and Lessee thus wish to amend the Original Agreement such that the Lessee will continue to lease from the Town only that portion of the Original Property comprising the Remaining Subdivided Property and comprising approximately 17.4 acres.

Agreement to Amend:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Lessee agree as follows (the "Amendment"):

Recitals: The above Recitals are specifically incorporated into this Amendment.

Remain Subdivided Property: The Town and Lessee agree to modify and amend said Original Agreement, decreasing the size of the property leased to Lessee, such that the property leased to the Lessee is now the Remaining Subdivided Property comprising 17.4 +/- acres, such revision effective upon full execution of this Amendment. Upon this Amendment becoming effective, all rights of the Lessee under the Original Agreement relative to the Transferred Lands will be extinguished.

Revised Rent. The rental rate will remain the same at \$68.50 per acre. However, the total annual rent due as of December 1, 2024 and going forward will now total \$1,191.90.

Continuation of Original Agreement. This Amendment is not intended to and does not alter, amend or modify any other portions of the Original Agreement, except as expressly set forth herein, and, except as set forth herein, the Original Agreement remains and continues in full force and effect.

[Remainder of page intentionally left blank. Signature page follows.]

**RESOLUTION -24 : TO CHANGE THE APPOINTMENT OF MARISSA NEITZ,
ACCOUNT CLERK, FROM PROVISIONAL TO PERMANENT, SUBJECT TO CIVIL
SERVICE PROBATIONARY PERIOD**

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

WHEREAS, the Ms. Neitz; was previously appointed pending completion of the Civil Service
testing requirements; and

WHEREAS, Ms. Neitz successfully completed those requirements on February 29, 2024;

NOW THEREFORE BE IT RESOLVED, that the status of Ms. Neitz be changed from
Provisional to Permanent, effective February 29, 2024, and subject to the Civil Service
probationary period. The pay rate of \$18.00 per hour will remain unchanged.

Adopted this 7th 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 AUTHORIZE THE HIRE AND SET SALARY FOR TWO (2)
SEASONAL PARK GROUNDSKEEPERS**

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

WHEREAS, annually the Town Board will hire and set the salary for seasonal employees; and

WHEREAS, the following rates were established by the 2024 budget and consistent increase from year to year as Collective Bargaining Employees' Wages:

EMPLOYEE	POSITION	HOURS	WAGE
DAVE BARMASTER	SEASONAL PARKS GROUNDSKEEPER	40 HOURS / WEEK MAXIMUM – TOTAL 1280 HOURS	\$18.00
DAVE BARMASTER	SEASONAL PARKS GROUNDSKEEPER	LIGHT THE NIGHT	\$18.00
MARK KRITALL	SEASONAL PARKS GROUNDSKEEPER	40 HOURS / WEEK MAXIMUM – TOTAL 1280	\$18.00
MARK KRITALL	SEASONAL PARKS GROUNDSKEEPER	LIGHT THE NIGHT	\$18.00

WHEREAS, the calendar for seasonal employees is set through December 7, 2024, dependent on if budget has funding available

BE IT RESOLVED, the hiring and the salaries of the two seasonal park laborers are authorized and set as presented, contingent on pre-hire drug and alcohol testing.

Adopted this 7th 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 EXECUTE PURCHASE OFFER FROM THE COUNTY OF WAYNE RELATIVE TO THE COUNTY'S PURCHASE OF A PORTION OF TOWN-OWNED LAND LOCATED AT 1870 WALWORTH-PENFIELD ROAD

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

WHEREAS, the County of Wayne is implementing a County-wide transport ambulance service and plans to construct four ambulance bases throughout the County; and

WHEREAS, the County has identified a portion of a parcel of land owned by the Town of Walworth as a proposed location for one of these ambulance bases, said land being located at 1870 Walworth-Penfield Road, and comprising approximately 2.44 acres (the "Land"), all as depicted on the attached subdivision map; and

WHEREAS, the County has submitted a purchase offer to the Town for said Land, said purchase offer being attached hereto; and

WHEREAS, the Town finds that such transfer would be in the public interest, as it would facilitate the County-wide transport ambulance, providing for public safety, the offer represents a fair price, particularly given the proposed use by the County, the Lands are not otherwise needed by the Town for a Town use, particularly given that they are currently leased to a private party, and the proposed use by the County is an appropriate and beneficial use; and

WHEREAS, thus, pursuant to General Municipal Law Section 72-h, the Town wishes to accept such purchase offer and transfer said Land to the County; and

WHEREAS, the County recently received subdivision and site plan approval relative to the Land, and said private lease of the Land was recently amended such that the Land is no longer being leased to a private party.

NOW, THEREFORE, BE IT RESOLVED, that the Walworth Town Board hereby approves the attached EAFs Parts 2 and 3, and a negative declaration based thereon is hereby issued relative said land transfer; and, be it further

RESOLVED, that the sale of the Land to the County is hereby approved for the price of \$8,082.00 and all as otherwise as set forth in said purchase offer, all subject to completion of a real estate closing, and such purchase offer is hereby approved; and, be it further

RESOLVED, that the Supervisor or designee is hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the Town as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of this Resolution.

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

Resolution carried/failed.



PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

Plain English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

**COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED
ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.**

When signed, this document becomes a binding contract. Buyer and seller should consult their own attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

TO: Town of Walworth and _____ ("Seller")

FROM: Wayne County and _____ ("Buyer")

Seller agrees to sell, and Buyer agrees to purchase, the real property described below on the terms stated in this Purchase and Sale Contract for Lots and Vacant Land, as well as the Addenda referenced herein and attached hereto (collectively, the "Contract"). Seller and Buyer may each be referred to individually as a "Party" and collectively as the "Parties."

1. PROPERTY.

Property Description; Seller's Power and Authority. Property known as Part of 1870 Penfield-Walworth Road in the County of Wayne ☒ Town ☐ City ☐ Village of Walworth, State of New York, Zip 14568 also known as Tax No. Part of 63114-00-164410 including all buildings and any other improvements and all rights which the Seller has in or with the property (the "Property").
Approximate Lot Size: 2.444 Description: (include specific inclusions and exclusions)
Vacant Farmland

Seller represents to Buyer that: (i) Seller owns the Property and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

2. PURCHASE PRICE, ADJUSTMENTS, CREDITS AND TAXES. The purchase price is: (Check and complete applicable provisions.)

(A) **Price & Payment.** The purchase price (the "Purchase Price"), payable in U.S. Dollars as follows, is

☒ \$ 8,082.00
or
☐ as determined by instrument survey as referenced in Paragraph 7(A)(1)(ii) below \$ _____ per acre

(1) **Deposit.** The following deposit in the form of ☐ cash ☐ personal check ☐ official bank check or ☐ wire transfer (the "Deposit") \$ 0.00

(2) **Seller Concession.** At Closing, Seller shall pay the sum of ☐ % of the Purchase Price or ☐ \$ _____ ("0 if left blank") toward lender approved costs and prepaid items (the "Seller Concession").

Adjusted Balance Due. Upon delivery of the deed ("Closing"), the Purchase Price less (1) the Deposit and (2) Seller Concession, subject to any closing adjustments and credits as provided in this Contract, shall be paid in cash, official bank draft or certified check at Closing (some or all of which may be paid with the proceeds of a new loan).

(B) **Deposit; Default.** Buyer ☐ has delivered ☐ will deliver within two (2) calendar days of acceptance the Deposit set forth in Paragraph 2(A)(1) payable to and held in escrow by N/A (the "Escrow Agent") which will be deposited at N/A (the "Bank") and which Deposit is to

become part of the Purchase Price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the Deposit to be applied to Seller's damages and may pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's Deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

(C) **Seller Concession.** If the Seller Concession set forth in Paragraph 2(A)(2) exceeds the lender approved costs and prepaid items, Seller Concession shall be reduced to an amount equal to the lender approved costs and prepaid items.

(D) **Transfer Tax, Recording Costs, Mortgage Tax and Closing Adjustments.** Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Seller will also pay for the recording/filing of any documents necessary to convey record marketable title, including, but not limited to death certificates, bankruptcy court orders, and affidavits (i.e. Alive and Well, Bankruptcy, Estate Tax, Heirship, Judgment, etc.). Buyer will pay for recording mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the Closing Date (as hereinafter defined below in Paragraph 6(B)): taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges.

3. **CONTINGENCIES.** This Contract is subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other Party by the dates specified (collectively, "Contingency Deadline Dates"), then either Buyer or Seller may cancel this Contract by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a Party after the applicable Contingency Deadline Date by written notice to the other Party and prior to any date on which this Contract is cancelled. (Check and complete applicable provisions.)

(A) Financing.

- ☐ (1) **Mortgage Commitment.** This Contract is subject to Buyer obtaining and accepting a written mortgage loan commitment in an amount not to exceed ☐ _____ % of the purchase price or ☐ \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the Property shall not be deemed a "Commitment" hereunder. If the Commitment requires repairs, replacements, or improvements, then Seller shall furnish the requisite materials and have the work done before Closing, at Seller's expense. However, if the cost of doing so exceeds \$ _____, Seller shall not be obligated to furnish such materials and have such work done, and Buyer will be allowed either to receive a credit at Closing for the above amount and incur any necessary expenses to comply with the Commitment requirements, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- ☒ (2) **Cash Transaction.** This Contract is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the Purchase Price by February 3, 2024.
- ☐ (3) **Additional Financing Terms.**

- _____
- ☐ (B) **Development Approvals.** This Contract is contingent upon Buyer obtaining all requisite approvals from any governing body having jurisdiction for construction and/or development of the Property as _____ Buyer is to have until _____ to obtain approval in final, non-appealable form, upon conditions acceptable to Buyer and Seller. Buyer and Seller agree to make joint application by _____ and diligently pursue the application.
- ☒ (C) **Subdivision Approval.** This Contract is contingent upon ☒ Buyer ☐ Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the Property. Buyer and Seller agree to make joint application for subdivision approval by March 8, 2024 and diligently pursue the application. The final approval, upon conditions acceptable to Buyer and Seller, shall be obtained on or before March 8, 2024.
- ☐ (D) **Percolation, Engineering, and Subsurface Tests.** The Buyer shall have permission to enter the Property for the purpose of conducting percolation, engineering and subsurface tests. If any such tests are unsatisfactory to Buyer in the sole discretion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either Party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- ☐ (E) **Water Availability.** The Buyer shall have permission to enter the Property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided by Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either Party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- ☐ (F) **Sale and Transfer of Title.** This Contract is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- ☐ (G) **Gas, Mineral, Oil and Timber Rights Lease Approval.** This Contract is subject to Buyer's approval of all gas, mineral, oil and timber rights leases affecting the Property (the "Leases") within seven (7) calendar days after Buyer's receipt of the Leases from Seller. Seller agrees to provide Buyer with complete copies of all Leases including all amendments within seven (7) days of acceptance.
- ☐ (H) **Environmental Audit.** This Contract is subject to an environmental audit at Buyer's expense, within forty-five (45) calendar days of acceptance, satisfactory to the Buyer at the Buyer's sole discretion.
- ☒ (I) **Other Contingency(s).**
Subject to Seller's ability to amend the current Agricultural Lease affecting the entire parcel of 1870 Penfield-Walworth Road.

4. **APPROVAL OF ATTORNEY(S).** This Contract is subject to the written approval of attorneys for Buyer and Seller within 5 days, (no less than three (3) days, *excluding Saturdays, Sundays and public holidays* and "3" if left blank), from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objections") the Contract within the Approval Period and the Objections are not cured by written approval by both attorneys and all of the Parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any Deposit shall be returned to the Buyer or (B) the approving attorney may notify the other Party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed Party has two (2) calendar days, *excluding Saturdays, Sundays and public holidays*, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed Party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Approval of Attorney(s) contingency shall be deemed waived by the noticed Party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed Party.

5. **CONDITION OF PROPERTY.**

(A) **Zoning Code Compliance.** Seller represents that the Property is zoned Conforming.

(B) **Condition of Property.** Buyer agrees to purchase the Property and any items included in the purchase **AS IS**, subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing.

(C) **Gas, Mineral, Oil and Timber Rights.** Seller represents that all gas, mineral, oil and timber rights will transfer with the Property except:

(D) **Services.** Seller represents the Property is serviced by or has available at the property line: ☐ Cable, ☒ Electric, ☐ Fuel Oil, ☐ Gas (Natural), ☐ Internet, ☐ Propane, ☐ Public Sewers, ☒ Public Water, ☐ Septic System, ☐ Telephone, ☐ Well, ☐ Other

If propane is checked, Seller represents that the propane tank ☐ is not ☐ is owned by Seller and that there ☐ is not ☐ is an existing written contract to provide propane between the propane company and Seller.

6. **CLOSING AND POSSESSION.**

(A) **Pre-Closing Walkthrough.** Buyer shall have the right to walk the Property within forty-eight (48) hours before the time of Closing, to ensure that the Property is in the condition existing at the time of acceptance subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing. Seller agrees that all utilities shall be on at that time. Seller shall continue to maintain the Property in the condition existing as of acceptance including, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing.

(B) **Closing Date and Place.** Closing shall take place at the Wayne County Clerk's Office or the offices of Buyer's lender on or before March 25, 2024 (the "Closing Date"). At any time after such specified date, any Party who has completed its obligations under this Contract which are to be completed prior to Closing may notify the other Party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for Closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other Party pursuant to Paragraph 8(D) below.

(C) **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's Deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage

7. **TITLE MATTERS.**

(A) **Title and Related Documents.** Seller shall deliver at Seller's expense, unless otherwise provided in Paragraph A(1)(ii), below as to the instrument survey map:

- (1) Not later than five (5) calendar days after acceptance of this Contract by Buyer and Seller,
 - (i) Seller shall order an abstract of title, fully guaranteed tax and U.S. Court searches, with a local tax certificate for Village or City taxes, if any (collectively the "Abstract") and
 - (ii) The ☒ Buyer ☐ Seller shall order and pay for an instrument survey map of the Property and shall have markers placed on the angle points and pins on the corners. If neither box is selected, Seller is to order the survey. The map shall show acreage ☐ inclusive ☐ exclusive of the rights of way. If no box is checked, the default is exclusive. The survey map, shall be certified and prepared to meet the Standards of the Monroe County Bar Association and Buyer's mortgage lender, if any (the "Survey"), and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.

Both the Abstract and Survey shall be dated or re-dated after the date of acceptance, and the responsible Party shall endeavor to deliver the Abstract and Survey along with the draft of the proposed deed to Buyer or Buyer's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date in Paragraph 6(B) above. Seller will pay for redating the Abstract to and including the day of Closing;

- (2) At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's, Administrator's or Trustee's Deed, if Seller holds title as such), (ii) documents required by law, (iii) documents required by Buyer's lender, provided there is no cost or liability to Seller, and (iv) assignment of leases and transfer of security deposits, if any.

- (B) **Marketability of Title.** Seller shall convey good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances. The Parties acknowledge and agree that good and marketable title to the Property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the Property to Buyer except as otherwise provided in Paragraph 5(C) above. However, Buyer agrees to accept title to the Property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the Property or with any improvements that Buyer may construct in compliance with all present restrictive covenants or record and zoning and building codes, and (c) fences deviating from the actual Property line one foot or less, provided the fence placement does not impair access to the Property from a right of way or cause the Property to be in violation of any restrictive covenant, easement or agreement of record or of any building, zoning or subdivision code. Seller and Buyer agree that potential objections revealed by the Survey furnished pursuant to Paragraph 7(A)(1)(ii) above shall be resolved pursuant to the "Suggested Title Standards for Treating Discrepancies Revealed by Surveys" of the Monroe County Bar Association.
- (C) **Objections to Title.** If Buyer raises a valid written objection to Seller's title which indicates that title to the Property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the Deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the Closing Date, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the Deposit shall be returned to Buyer.

8. BROKERS & MISCELLANEOUS.

(A) Real Estate Broker.

- ☐ (1) The Parties agree that _____ brought about this purchase and sale.
☒ (2) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

(B) Attorney Disclaimer.

In participating in the transaction, an attorney renders no opinion whatsoever as to the value of the Property. Unless an attorney has actual knowledge to the contrary, it should not be inferred from an attorney's participation in the transaction that the attorney knows, or is aware of, the facts behind the history of the price negotiations between the Parties.

(C) Responsibility of Persons Under This Contract; Non-Assignability.

If more than one person signs this Contract as Buyer, each person and any Party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any Party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the Parties and may not be assigned by either without the other's consent.

(D) Notices.

(1) In General.

- (i) Notices under this Contract shall be in writing and deemed delivered upon receipt. Except as otherwise provided in Paragraph 8(D)(2) below, notices under this Contract may be made by a Party or by the attorney or the listing/selling agent for such Party and may be received by the other Party or by the attorney or the listing/selling agent for such other Party. Seller and Buyer agree that notices under this Contract may be delivered to any address, fax number, and/or email set forth on the Administrative Information page of this Contract for a Party, the attorney for a Party, or the listing/selling agent for a Party, as applicable.
- (ii) Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, fax, or email, except as otherwise provided in Paragraph 8(D)(2) below.
- (iii) If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first-class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received. If delivery is made by e-mail, the notice(s) transmitted shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, except as otherwise provided in Paragraph 8(D)(2) below.

(2) Special Notices.

Any (i) Time of Essence Notice, (ii) notice of cancellation or termination of the Contract, (iii) bump notice of Seller, (iv) Buyer's notice of removal of sale and transfer of title contingency, or (v) Buyer's notice of preservation of Buyer's transfer of title contingency made under this Contract (each, a "Special Notice") may only be made by a Party or the attorney for such Party and may only be received by the other Party with a copy to such other Party's attorney and to the listing/selling agent of such other Party, if designated on this Contract. Further, if any Special Notice is delivered by e-mail, then a true and complete copy of the e-mailed Special Notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the e-mail, and the e-mailed Special Notice shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, provided the required mailing by first class prepaid mail is completed.

(E) Entire Contract; Miscellaneous.

This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

(F) **Electronic Signatures.** The Parties agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by New York State law, including the Electronic Signatures and Records Act and applicable regulations.

(G) **Addenda.** The following Addenda are incorporated into and attached to and made a part of this Contract:

- | | | |
|---|--|---|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Sale & Transfer of Title | <input type="checkbox"/> Wayne County Disclosure Notice |
| <input type="checkbox"/> Contingency Addendum | <input type="checkbox"/> Uncapped Natural Gas Well | <input type="checkbox"/> for all Residential Property |
| <input type="checkbox"/> Electric Availability | <input type="checkbox"/> Utility Surcharge | <input type="checkbox"/> Well and Septic System |

☐ Other: _____

9. **OTHER TERMS.** *(If blank, this paragraph is not applicable)* In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph will control.

Buyer shall be responsible for obtaining the abstract of title and expenses associated with same.

10. **LIFE OF OFFER.** This offer shall expire on March 8, 2024, at 5:00 p.m.

Buyer Date Buyer Date

☐ **ACCEPTANCE OF OFFER BY SELLER.** Seller accepts the offer of Buyer and agrees to sell on the terms and conditions set forth in the Contract.

☐ **COUNTEROFFER BY SELLER.** Seller agrees to sell the Property in accordance with the terms and conditions of the Contract, except as amended and modified as follows: **(attach additional sheets if necessary)**

In any conflict of terms and conditions between this counteroffer and the Contract, the terms and conditions of this counteroffer shall prevail.

This counteroffer shall expire on _____, 20____, at _____m.

Seller Date Seller Date

☐ **ACCEPTANCE OF COUNTEROFFER BY BUYER.** Buyer accepts the offer of Seller and agrees to buy on the terms and conditions set forth in the Contract.

Buyer Date Buyer Date

ADMINISTRATIVE INFORMATION

Property Address: Part of 1870 Penfield-Walworth Road, Walworth, NY 14568**MLS#** N/A**Town of Walworth****Seller****Seller**3600 Lorraine Drive**Address**Walworth, NY 14568**City, State, Zip**315-986-1400**Telephone No.**supervisor@townofwalworthny.gov**Email address**Tyler M. Ellis, Esq.**Seller's Attorney**1080 Pittsford Victor Road, Suite 200**Address**Pittsford, NY 14534**City, State, Zip**585-672-5500**Telephone No.**tyler@morgdevo.com**Email address**N/A**Listing Broker****NY License No.****Address****City, State, Zip****Phone****Fax****Email address**N/A**Listing Agent****NY License No.****Phone****Fax****Cell****Public ID#****Email address****Wayne County****Buyer****Buyer**26 Church Street**Address**Lyons, NY 14489**City, State, Zip**315-946-7442**Telephone No.**jhelpfer@co.wayne.ny.us**Email address**Daniel Connors, Esq.**Buyer's Attorney**26 Church Street**Address**Lyons, NY 14489**City, State, Zip**315-946-7442**Telephone No.**dconnors@co.wayne.ny.us**Email address**N/A**Selling Broker****NY License No.****Address****City, State, Zip****Phone****Fax****Email address**N/A**Selling Agent****NY License No.****Phone****Fax****Cell****Public ID#****Email address**



Don't forget to check out the following:

1. Information for the upcoming elections (Laramie & Laramie State and National Gun & Shooters dates April 7, 1993 and that for the Support Gunners' Office on July 14, 1993 to July 19, 1993 at Davis & Page 205.
2. First Day for Shooting: 3 last one coming back and provide to the following directory!
3. Upcoming elections include Laramie & Laramie State and State Youth. Candidates' election dates April 7, 1993 and that for the Support Gunners' Office on July 14, 1993 to July 19, 1993 at Davis & Page 205.

[illegible][illegible]

Internet-based facilities and traditional paper-based ones (also offering the personal touch and support that only a human can give). The Internet is a powerful tool for gathering information about a client's life. It can assist general practitioners and authors in their efforts to do the most effective thing possible for their clients. The Internet is also a tool for gathering information about a client's life. It can assist general practitioners and authors in their efforts to do the most effective thing possible for their clients. The Internet is also a tool for gathering information about a client's life. It can assist general practitioners and authors in their efforts to do the most effective thing possible for their clients.

Submitted by the applicant, and on a government
Subject to the payment of claims is paid to the holder of the patent. The patent is not subject to the payment of claims is paid to the holder of the patent. The patent is not subject to the payment of claims is paid to the holder of the patent.

[illegible][illegible]

NOT FOR CONSTRUCTION

[illegible]

County of Wayne
28 Church Street
1-year, New York 10459

**East & West Solutions**

SUBDIVISION PLAN
of the lands of
TOWN OF WALWORTH
Walworth Portland Road, Walworth, NY 12588
Tax Map ID: 12114-03-1044 18

shown to be
Town of WALWORTH
County of WAJME
State of NEW YORK
being part of
Lot No. 9

①	*****		Classified
by	DAK		on 08/07/96
POLICE NUMBER			
		2224177	
Phone #		425	
applied for		CIL	
employer		FMAI	
DATE	November 10, 2003		
ISSUING UNIT			

SUBDIVISION PLAN

SV-2

Project: 1870 Walworth-Penfield Rd.

Date: March 7, 2024

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Town finds that the proposal will have no significant adverse environmental impacts, including for all those reasons supporting the County’s negative declaration, the documentation thereof being attached hereto and made a part hereof. In addition thereto, the Board finds, as further basis for is conclusion, that 1) the proposed use is permitted via a special use permit, is consistent with other permitted uses (such as hospitals) in the district, and thus is consistent with land use plans and the character of the area/zoning district, 2) while the intensity of use will increase, the large plot of land, proper zoning, and adjacency of a the busy and relatively noisy State Route 441 will support such use and is consistent with such use, 3) that will some farmland will be impacted, the vast majority is being subdivided and may continue to be farmed, and 4) the use, emergency services, will be in support of the safety and welfare of the community.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
 ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Walworth Town Board

March 7, 2024

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Name of Action or Project: Wayne County EMS Walworth Station							
Project Location (describe, and attach a location map): Lot #2 at 1870 Penfield-Walworth Road, Walworth, NY (SBL #63114-00-164410)							
Brief Description of Proposed Action: Wayne County proposes the construction of an approximate 6,000 square foot ambulance sub-base at a ±2-acre parcel (Lot #2), recently subdivided from 1870 Penfield-Walworth Road, Walworth, NY (SBL #63114-00-164410). The proposed building includes operations (ambulance bays, equipment storage), living quarters, and administrative offices. Access to the facility (parking lot and ambulance bays) is proposed from Penfield-Walworth Road. An approximate 600 linear foot sewer extension is proposed from the project site eastward to the Town of Walworth sewer pump station. The sewer extension will be an 8 inch gravity pipe installed via open cut trench within the right-of-way between the edge of the roadway pavement and the ditch. The total project disturbance is approximately 0.7 acre.							
Name of Applicant or Sponsor: Wayne County		Telephone: 315-946-5830					
		E-Mail: SKolczynski2@co.wayne.ny.us					
Address: 26 Church Street							
City/PO: Lyons		State: NY	Zip Code: 14489				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: <small>Town of Walworth Zoning Board - subdivision and special use permit, Town of Walworth Planning Board - SPA and building permit, Wayne County DOT - driveway access permit and utility highway work permit, Wayne County Water and Sewer Authority - water service approval, Town of Walworth Sewer Department - sewer extension approval, SHPO - consultation, NYSDAM - Ag NOI</small>			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3. a. Total acreage of the site of the proposed action?		±2.4 acres					
b. Total acreage to be physically disturbed?		±0.7 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		±2.4 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):							
<input checked="" type="checkbox"/> Parkland							

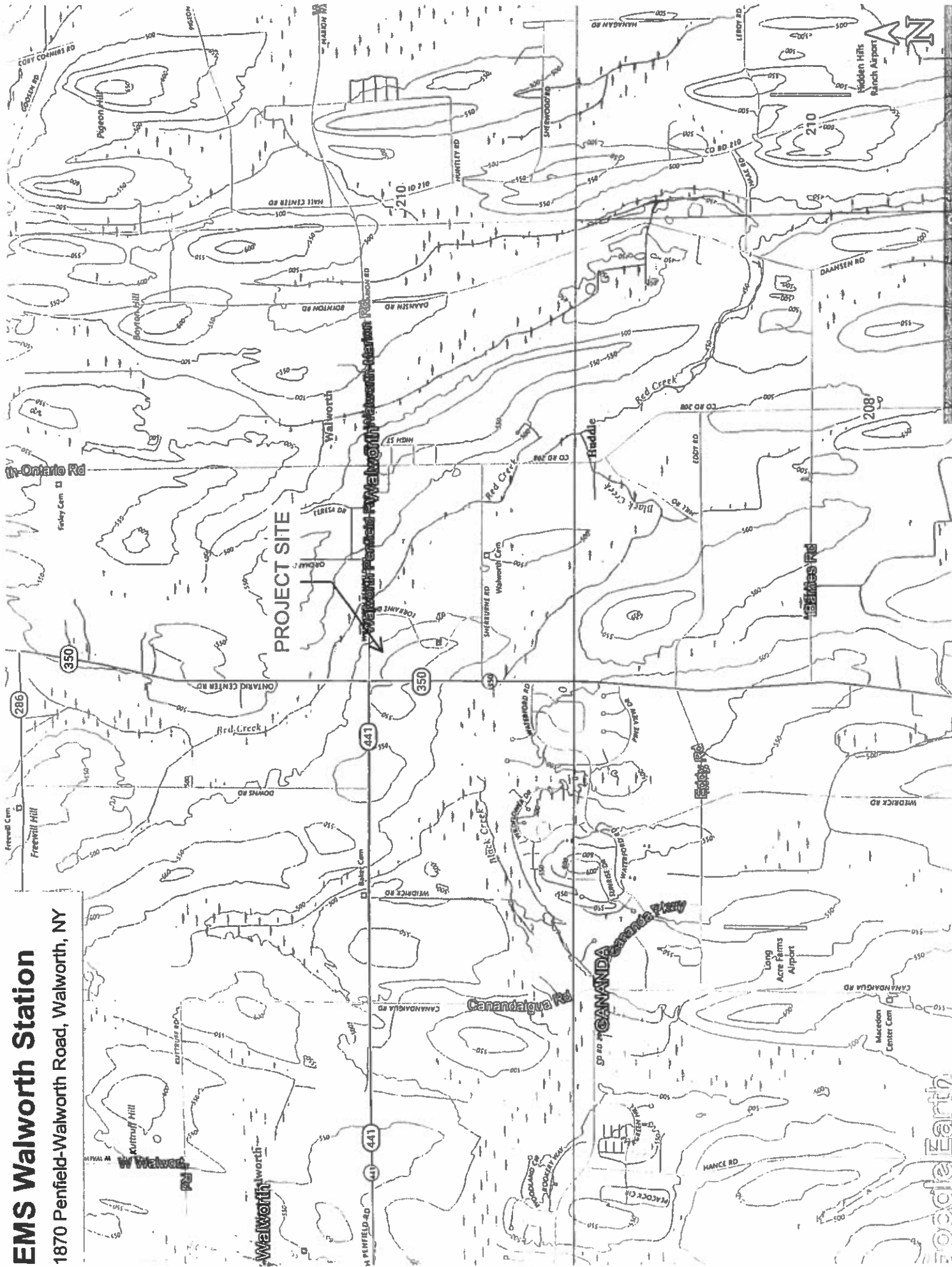
5. Is the proposed action, a. A permitted use under the zoning regulations? Hamlet District: Multifamily/Neighborhood Business - Special Use Permit Required b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? The immediate project area is farmland. However, surrounding properties include rural residential and community parkland (i.e., Ginegaw Park) with municipal buildings to the south. The proposed action is consistent with the character of the general area.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? Refer to note below b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

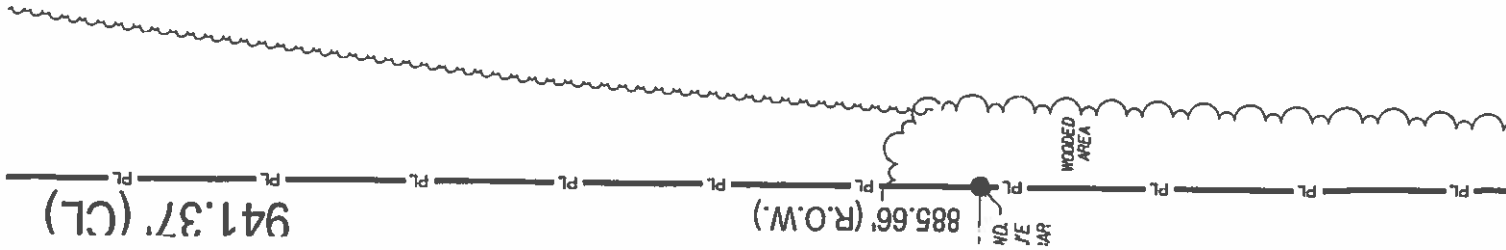
Review of the NYSDEC ERM indicates the northeast corner of the project site is within a State Regulated Wetland Checkzone; however, a subsequent wetland and stream investigation identified the wetland check zone to be located over 100 feet to the northeast of the project parcel. A farm tile outlet/wetland type feature was identified on the south portion of the project site. However, the minor feature is highly likely to be considered non-jurisdictional and will also be avoided by the proposed EMS facility design.

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? <div style="text-align: right; font-size: small;">USFWS IPaC Identified the endangered Northern Long-eared Bat</div>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storm water discharge will be directed to an established runoff conveyance system (ditch) within the road right of way.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Scott Kulczynski</u> Date: <u>12/8/23</u> Signature: <u>[Signature]</u> Title: <u>DEPUTY SUPERINTENDENT</u>		

EMS Walworth Station

1870 Penfield-Walworth Road, Walworth, NY





PROPOSED
Subdivision Lot No. 1

Remaining lands of
TOWN OF WALWORTH

Area (to centerline): 17.972 Acres (782,861 sq.ft.)
Area (to R.O.W.): 17.062 Acres (743,202 sq.ft.)

N: 1,144,241.6'
E: 631,881.3'

Now or Formerly

TOWN OF WALWORTH

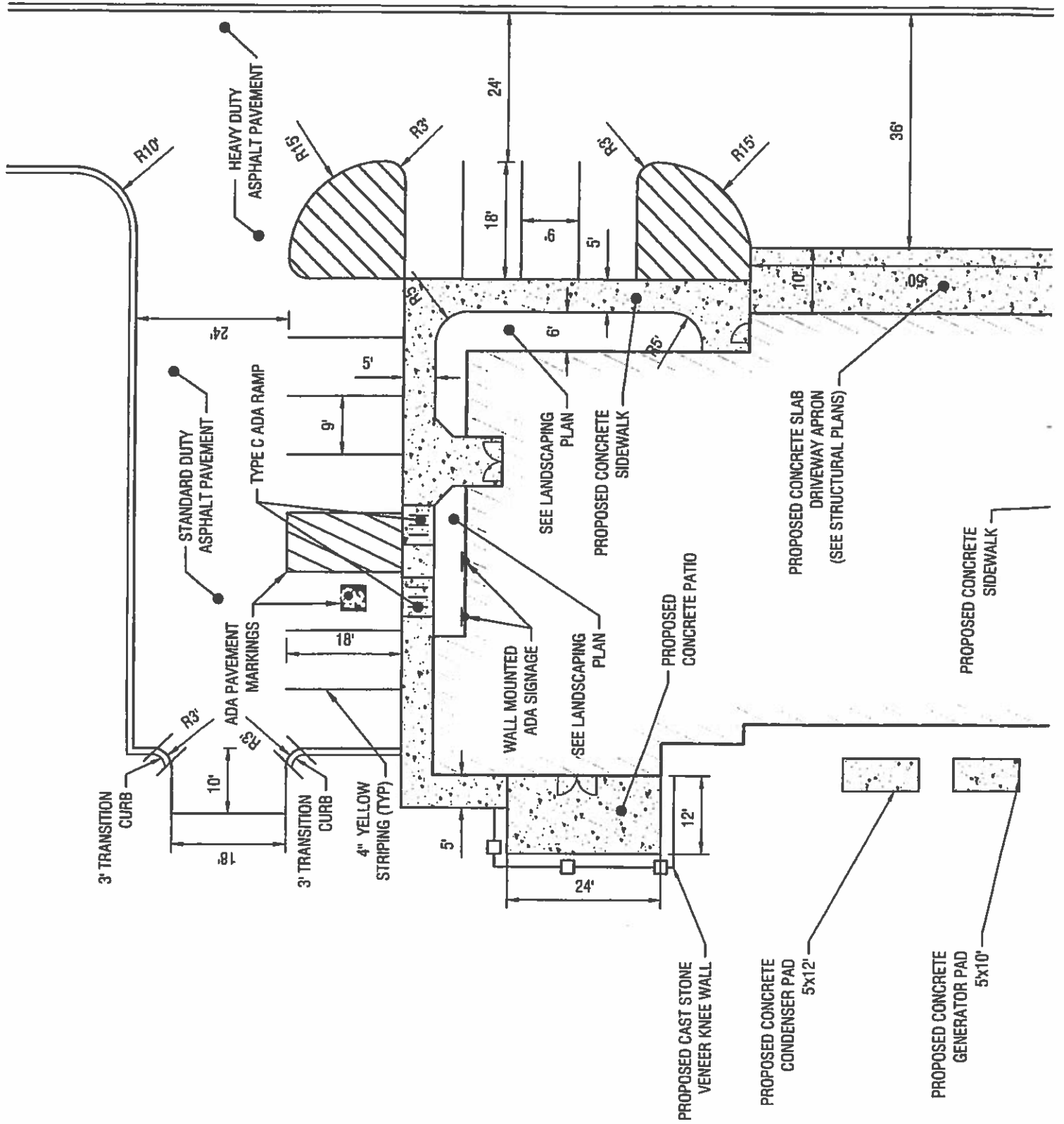
Tax Acct. 63114-00-164410

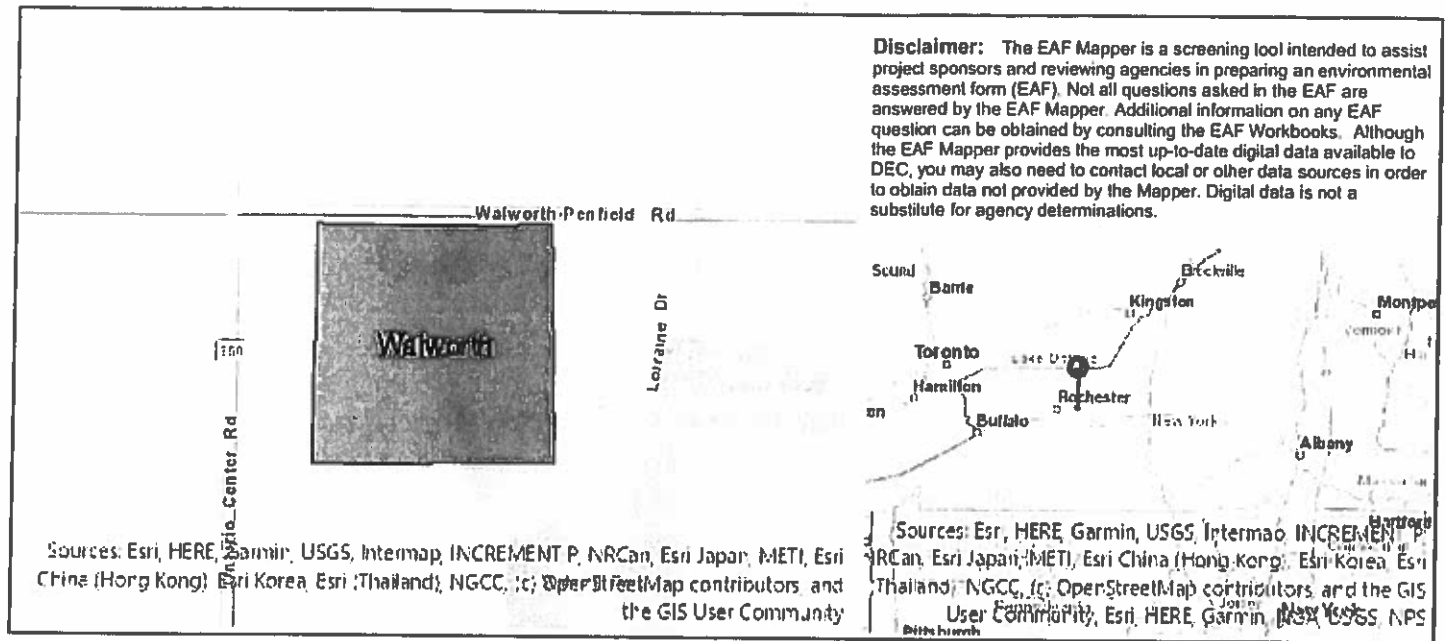
1870 Walworth Penfield Road

Instrument No. 917-5283

Area (to centerline): 20.416 Acres (889,300 sq.ft.)

Area (to R.O.W.): 19.109 Acres (832,397 sq.ft.)





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No



November 27, 2023

Wayne County Public Works Department
Attn: Scott Kolczynski; Deputy Superintendent
7227 Route 31
Lyons, New York 14489

**Wayne County EMS West
Wetlands Memo**
1870 Penfield-Walworth Road, Walworth, New York
LaBella Project No. 2233372.01

Wayne County (Client) retained LaBella Associates, D.P.C. (LaBella) to perform a wetland and stream investigation for the Wayne County Emergency Medical Services (EMS) West project. For the purposes of the wetland and stream investigation, the Study Area is defined as a ± 2 -acre portion of tax parcel 63114-00-164410 in the Town of Walworth, Wayne County, New York. Please refer to **Figure 1** for the Study Area location and boundary.

LaBella field staff performed the wetland and stream investigation within the Study Area on August 30, 2023, in accordance with the methods presented in the *1987 Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987), as supplemented by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* (USACE) and current Clean Water Act regulations. The ecologists surveyed the property in the field to determine whether jurisdictional wetlands or streams were present that may be protected under State and/or Federal law using science-based criteria. These criteria involved:

- 1) Botanical evidence: the observation and analysis of the dominant vegetation species growing in the Study Area and determining percent cover of hydrophytic vegetation, if any.
- 2) Soil inspection: the sampling and analysis of soils in the Study Area and determining if the Study Area has hydric soils.
- 3) Hydrology: observations of how water collects or drains to or from the Study Area due to local topography, and determining applicable wetland hydrology indicators, if any.

At the Penfield-Walworth Road Study Area, the ecologist did not find any jurisdictional wetlands or streams. All of the areas surveyed were found to be dominated by upland plants, were underlain by upland soils and/or showed no signs of wetland hydrology or stream morphology. There was a farm tile outlet/wetland type feature on the south portion of the Study area. However, the minor feature is highly likely to be considered non-jurisdictional and will also be avoided by the proposed EMS Facility. There were no other man-made water conveyances that might be considered jurisdictional by regulators.

There is a state and federally-mapped wetland northeast of the subject site and it appears the actual wetland boundary is greater than 100 feet northeast of the Study Area. Therefore, no State wetland or 100-foot adjacent area (buffer) would be present within the Study Area.



Based on the reporting of our field ecologist, LaBella advises that there are no water-related regulatory liabilities or permitting needs for development in the Study Area.

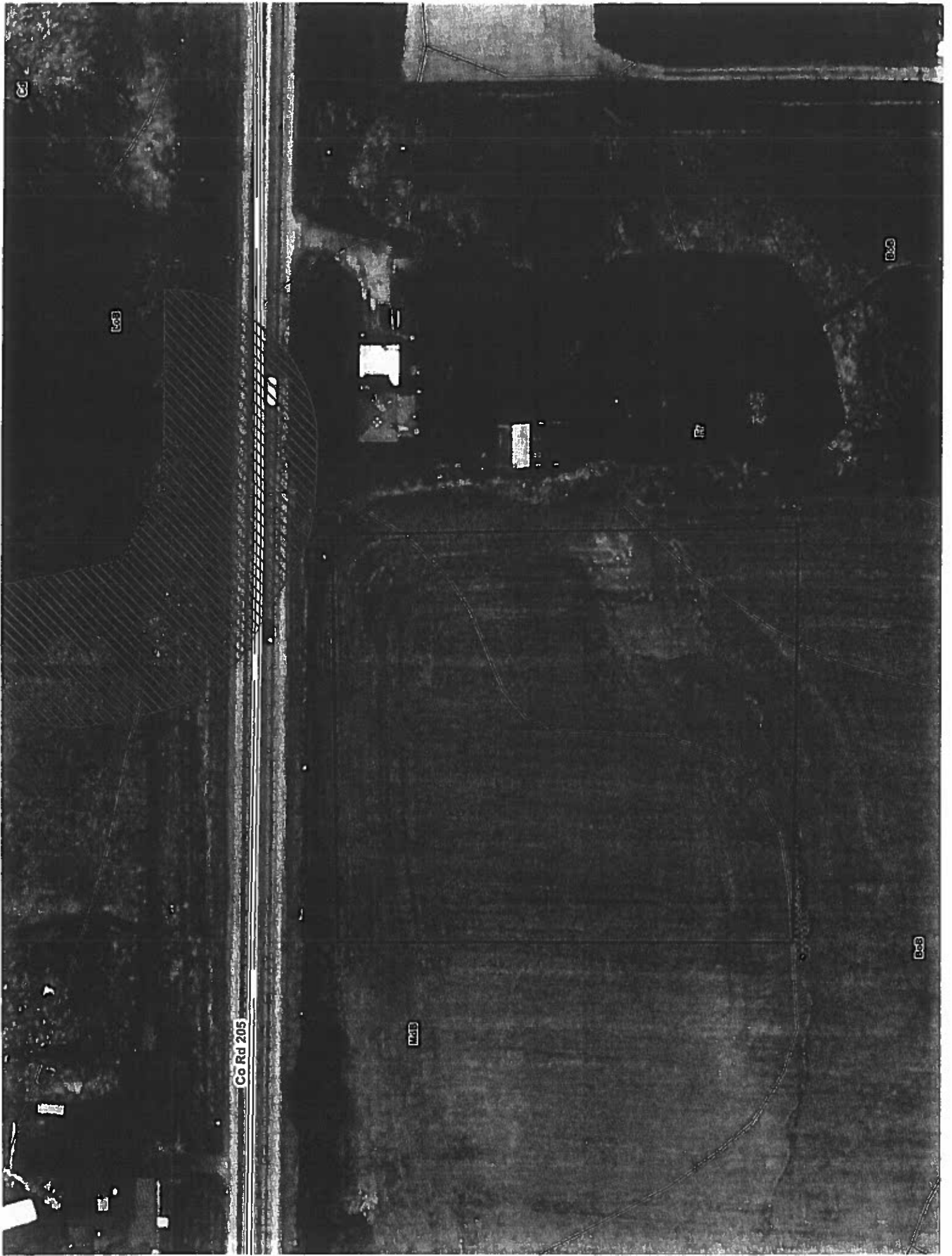
Please feel free to contact us with any questions or concerns.

Respectfully submitted,

LaBella Associates

Dustin Bradley

Dustin M. Bradley
Wetland Ecologist | Certified Floodplain Manager



Project: Wayne County EMS Walworth Station

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached Part 3 Narrative.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Wayne County

Name of Lead Agency

12-8-23

Date

Scott Kolczynski

Deputy Superintendent

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Wayne County EMS Walworth Station SEQR Part 3 Narrative

Wayne County proposes the construction of an approximate 6,000 square foot ambulance sub-base at a ±2-acre parcel (Lot #2), recently subdivided from 1870 Penfield-Walworth Road, Walworth, NY (SBL #63114-00-164410). The proposed building includes operations (ambulance bays, equipment storage), living quarters, and administrative offices. Access to the facility (parking lot and ambulance bays) is proposed from Penfield-Walworth Road. The project will create less than one acre of disturbance. The following information is provided to document issues where small impacts have been identified for the proposed action.

Wayne County thoroughly analyzed the proposed Wayne County EMS Walworth Station (the "Project") and its environmental setting, utilizing the criteria specified in 6 NYCRR § 617.7. Wayne County Board of Supervisors examined Part 1 of the Short Environmental Assessment Form ("EAF") prepared for the Project and retained environmental professionals to review available information regarding potential impacts from the Project. Wayne County also completed Part 2 of the EAF, which identified small impacts.

Based on a review of the information contained in the EAF, Wayne County's knowledge of the proposed project area, and such further investigation of the Project and its potential environmental impact as Wayne County deemed appropriate – Wayne County Board of Supervisors determines that the proposed Project will not have any significant adverse impacts on the environment. Wayne County provides the information below in support of its determination. The following small impacts were identified.

Impact on Land

The project will require excavations associated with general site preparation and sanitary sewer extension. The project will create less than 0.5-acre of new impervious surface associated with the Wayne County EMS Walworth Station. However, the proposed project will be located on a previously disturbed parcel which consists of active agricultural land. Additionally, the project site is located within a NYS Agricultural District. The applicant will coordinate with NYS Department of Agriculture and Markets (NYSDAM) as needed to address the EMS Substations' construction and operation within the agricultural district. Additionally, standard construction practices would be used to minimize ground disturbance, erosion, and excess drainage that may result during and after construction. As such, no significant adverse impacts to land have been identified as a result of the proposed project.

Impact on Natural Resources

Review of the NYSDEC ERM indicates the northeast corner of the project site is within a State Regulated Wetland Checkzone. LaBella performed a wetland and stream investigation in August 2023 for the approximate 2-acre project parcel. The report indicated that no jurisdictional wetlands or streams were located on the project site. Additionally, the state regulated wetland check zone was identified to be located over 100 feet to the northeast of the project parcel. Therefore, no State wetland or 100-foot adjacent area (buffer) would be present on the project site. A farm tile outlet/wetland type feature was identified on the south portion of the project site. However, the minor feature is highly likely to be considered non-jurisdictional and will also be avoided by the proposed EMS facility design. Therefore, no significant adverse impacts to natural resources have been identified as a result of the proposed project.

Impact on Public Wastewater Treatment Utilities

The project includes connection to the Town of Walworth Sewer Department pump station and includes an oil water separator (OWS) for fleet washing and maintenance. The sewer extension will be permitted through the Town of Walworth Sewer Department. No significant adverse impacts to public wastewater treatment resources have been identified as a result of the proposed project.

Impact on Storm Water Discharge

The project will create less than one acre of overall disturbance. As such, neither a SPDES permit nor SWPPP will be required. Storm water discharge will be directed to an established runoff conveyance system (ditch) within the road right of way. Construction activities will minimize stormwater discharge. Therefore, no significant adverse impacts to storm water discharge have been identified as a result of the proposed project.

Impact on Threatened/Endangered Species

Based on the NYSDEC Environmental Resource Mapper, there are no known NYSDEC regulated endangered, threatened, or rare species, on or in the vicinity of the project site. See attached NYSDEC ERM.

According to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC), the Official Species List indicated the potential presence of the endangered Northern Long-eared Bat (NLEB) on the project site. No further consultation is required as the project is not within vicinity of known roost trees or hibernacula habitat for NLEB. A determination key was completed on November 21, 2023, for the Northern long-eared bat. A determination of "no effect" was provided and a consistency letter was generated. See attached USFWS IPaC consultation documents.

IPaC also indicated that the candidate species, monarch butterfly (*Danaus plexippus*), may be present at or around the project site; however, no further action is required as candidate species are not regulated by the USFWS or carry any project implications associated with it. Additionally, the USFWS indicated that no critical habitats for rare, threatened, or endangered species are present within the project site. No significant impacts to threatened/endangered species have been identified as a result of the proposed project.

Impact on Transportation

The proposed project driveway is located on Penfield-Walworth Road (County Road 205) which is a Wayne County DOT roadway. A Wayne County DOT driveway permit will be obtained, with all Wayne County DOT design requirements being addressed within the permit. The project will create 11 parking spaces. Project traffic is estimated to be a total of 48 trips per day (i.e., 24 trips into the driveway and 24 trips out of the driveway) and is based on staff, shifts, visitors, and expected ambulance calls. No significant impacts to transportation have been identified as a result of the proposed project.

**RESOLUTION -24: TO AUTHORIZE THE TRANSFER OF \$42,400 INTO THE
SEWER CAPITAL RESERVE FUND (SS231R)**

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

WHEREAS, Resolution 40-11 established the Sewer District Capital Reserve fund (SS231R);
and

WHEREAS, this Reserve fund was to be funded by the sewer connection charges; and

WHEREAS, the sewer connection charges for fiscal years 2021 (\$12,000) and 2022 (\$30,400) were never deposited into the Sewer Capital Reserve;

NOW, THEREFORE BE IT RESOLVED, that the Walworth Town Board authorizes the Town Comptroller to transfer 2021 & 2022 sewer connection fees totaling \$42,400 into the Sewer District Capital Reserve Fund per Resolution 40-11.

Adopted this 7th 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: AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2023 SERVICE AWARD PROGRAM SPONSOR SUBMISSION FORM FOR THE WEST WALWORTH FIRE DEPARTMENT

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

The following was submitted:

TO: Firefly Admin Inc.
FROM: Town of Walworth Town Board
DATE: _____
RE: Submission of Calendar Year 2023 LOSAP Points & Service Credit

The Town Board has overseen and completed the annual process of certifying, approving, and posting the 2023 LOSAP points and service credit as required by Article 11-A of the New York State General Municipal Law.

In addition, the Board has ensured the accuracy of the transcription of points earned from the internal points-tracking system to the Firefly roster.

The Board releases the 2023 LOSAP points and service credit listing to Firefly Admin Inc. for use in assisting the Board to administer the LOSAP in accordance with the terms of the Firefly Admin Inc. Engagement Letter.

We understand that Firefly Admin Inc. will be relying on the accuracy and reliability of the information now submitted by the Board on the Firefly-provided roster, and Firefly Admin Inc. will use this information to determine benefit eligibility and contributions owed by the Town to fund the benefits accrued by the participating volunteers. We acknowledge that Firefly Admin Inc. is not responsible for verifying the transcription of the points from the internal points-tracking system to the Firefly roster, audit the information, or to uncover errors that may exist.

Respectfully submitted by the Town Supervisor:

Signature:

BE IT RESOLVED, that the Town Supervisor is authorized to sign the 2024 Service Award Program Sponsor Submission Form for the West Walworth Fire Department.

Adopted this 7th 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: RESCIND RESOLUTION 78- 23 ENTITLED “ADOPTION OF COVID SICK PAY POLICY”

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

The following was submitted:

WHEREAS, Resolution 78-23 (adopted April 20, 2023) required the Town to pay, “...COVID sick pay benefit to all employees if they need to isolate per CDC Guidelines;” and

WHEREAS, the CDC Guidelines no longer require that individuals with COVID-19 isolate, effective March 1, 2024; and,

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Walworth hereby rescinds the COVID Sick Pay policy, effective immediately.

Adopted this 7th 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.

CDC released today updated recommendations for how people can protect themselves and their communities from respiratory viruses, including COVID-19. The new guidance brings a unified approach to addressing risks from a range of common respiratory viral illnesses, such as COVID-19, flu, and RSV, which can cause significant health impacts and strain on hospitals and health care workers. CDC is making updates to the recommendations now because the U.S. is seeing far fewer hospitalizations and deaths associated with COVID-19 and because we have more tools than ever to combat flu, COVID, and RSV.

As part of the guidance, CDC provides active recommendations on core prevention steps and strategies:

- **Staying up to date with vaccination** to protect people against serious illness, hospitalization, and death. This includes flu, COVID-19, and RSV if eligible.
- **Practicing good hygiene** by covering coughs and sneezes, washing or sanitizing hands often, and cleaning frequently touched surfaces.
- **Taking steps for cleaner air**, such as bringing in more fresh outside air, purifying indoor air, or gathering outdoors.

When people get sick with a respiratory virus, the updated guidance recommends that they stay home and away from others. For people with COVID-19 and influenza, treatment is available and can lessen symptoms and lower the risk of severe illness. The recommendations suggest returning to normal activities when, for at least 24 hours, symptoms are improving overall, and if a fever was present, it has been gone without use of a fever-reducing medication.

Once people resume normal activities, they are encouraged to take additional prevention strategies for the next 5 days to curb disease spread, such as taking more steps for cleaner air, enhancing hygiene practices, wearing a well-fitting mask, keeping a distance from others, and/or getting tested for respiratory viruses.

Last Reviewed: March 1, 2024

Source: [Centers for Disease Control and Prevention](https://www.cdc.gov/media/releases/2024/s0301-covid-19-rsv-flu-guidance.html)