



Laura Elsbree, Town Supervisor
3600 Lorraine Drive
Walworth, NY 14568

315.986.1400
315.926.9154
Fax 315.986.1440

**TOWN BOARD REGULAR MEETING – AGENDA
MAY 7, 2026 6:30PM**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

PUBLIC HEARING – 6:30PM:

**APPROVAL OF A CABLE TELEVISION AGREEMENT BETWEEN SPECTRUM
NORTHEAST, LLC AND THE TOWN OF WALWORTH**

MINUTES

April 16, 2026

PRESENTATIONS

NONE

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

- SUPERVISOR MONTHLY REPORT – MARCH 2026

RESOLUTIONS

**RESOLUTION -26 IN THE MATTER OF THE GRANTING OF A CABLE TELEVISION
FRANCHISE HELD BY SPECTRUM NORTHEAST, LLC IN THE TOWN OF
WALWORTH, COUNTY OF WAYNE, NEW YORK**

**RESOLUTION -26 ABSTRACT OF CLAIMS FOR TOWN BOARD APPROVAL DATED
MAY 7, 2026**

RESOLUTION -26 BUDGET MODIFICATIONS

**RESOLUTION -26 AUTHORIZE THE HIRE OF BRETT FARMEN AS FULL-TIME
MOTOR EQUIPMENT OPERATOR, EFFECTIVE MAY 26 , 2026**

**RESOLUTION -26 RATIFICATION OF SIGNATURE FOR THE TOWN SUPERVISOR
TO SIGN THE 2025 SERVICE AWARD PROGRAM SPONSOR SUBMISSION FORM FOR
THE WEST WALWORTH FIRE DEPARTMENT**

**RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2025
SERVICE AWARD PROGRAM SPONSOR SUBMISSION FORM FOR THE LINCOLN
FIRE DEPARTMENT**

**RESOLUTION 107-26 TO AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE
PROPOSAL FOR PROFESSIONAL SERVICES CONDITION ASSESSMENT OF EXISTING
WWTP BUILDINGS (TABLED)**

RESOLUTION -26 AUTHORIZE THE HIRE AND SET SALARY FOR SUMMER DAY CAMP STAFF

RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO IMPLEMENT "SUMMER" HOURS OF FROM MEMORIAL DAY UNTIL LABOR DAY 2026

RESOLUTION -26 TO ACCEPT LETTER OF RETIREMENT FROM BUILDING DEPARTMENT SENIOR CLERK BARBARA GOULETTE

RESOLUTION -26 TO ABOLISH THE POSITION OF TOWN COMPTROLLER

COMMUNICATION

- **FRANCHISE AGREEMENT – SPECTRUM NORTHEAST, LLC**
- **ANNUAL SAFETY TRAINING OUTLINE APRIL 23, 2026**
- **CLASS SIGN IN SHEET FOR 2026 SAFETY TRAINING**
- **MRB PROPOSAL FOR PROFESSIONAL SERVICES – ASSESSMENT OF WWTP**
- **LETTER OF RETIREMENT – BARBARA GOULETTE**
- **MS4 PROGRESS UPDATE – MAY 4, 2026**
- **HIGHWAY MONTHLY REPORT – APRIL 2026**
- **BUILDING AND ZONING MONTHLY REPORT – APRIL 2026**

NEW AND OTHER BUSINESS

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

**FOR THE APPROVAL OF A CABLE TELEVISION AGREEMENT BETWEEN
SPECTRUM NORTHEAST, LLC AND THE TOWN OF WALWORTH**

PLEASE TAKE NOTICE that the Town Board of the Town of Walworth will hold a Public Hearing on May 7, 2026, at 6:30 PM at Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY 14568.

THE PURPOSE of this hearing is to consider the approval of a Cable Television Franchise Agreement by and between the Town of Walworth and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

PLEASE TAKE FURTHER NOTICE that the proposed agreement is available for public inspection at the Town Clerk's Office, 3600 Lorraine Drive, Walworth, New York.

AT SUCH PUBLIC HEARING, all interested parties may be heard, and written or oral statements will be accepted.

By Order of the Town Board
Of The Town of Walworth
April 16, 2026
Nadine Seppeler
Town Clerk

GENERAL LEDGER

BANK ACCOUNTS

	2/28/2026	DEBITS	CREDITS	3/31/2026	Consolidated Checking #6843	Combined Savings #6918	TA Checking #6851	Sewer Money Market #7297	Trust Custodial #4769	NYCLASS #1509
AA.00.0200.000										
AA.00.0201.000	527,307.83	1,548,365.07	531,358.28	1,544,314.62	1,544,314.62					1,569,801.14
AA.00.0201.003	1,565,097.84	4,703.30	-	1,569,801.14						85,676.72
AA.00.0231.080	85,420.05	256.67	-	85,676.72						58,514.31
AA.00.0231.081	58,338.99	175.32	-	58,514.31						4,126.22
AA.00.0231.082	4,113.83	12.39	-	4,126.22						25,702.42
AA.00.0231.083	25,625.39	77.03	-	25,702.42						3,606.24
AA.00.0231.084	3,595.42	10.82	-	3,606.24						2,925.33
AA.00.0231.085	2,916.61	8.72	-	2,925.33						76,663.02
AA.00.0231.086	76,433.33	229.69	-	76,663.02						146,762.84
AA.00.0231.087	146,323.12	439.72	-	146,762.84						32,012.42
AA.00.0231.088	31,916.52	95.90	-	32,012.42						73,237.17
AA.00.0231.089	73,017.75	219.42	-	73,237.17						294,145.27
AA.00.0231.090	293,263.98	881.29	-	294,145.27						2,279.29
AA.00.0231.091	2,272.47	6.82	-	2,279.29						11,646.25
CM.01.0200.000	11,611.39	34.86	-	11,646.25						163,111.69
CM.06.0200.000	163,215.75	910.00	1,014.06	163,111.69	163,111.69					
DA.00.0200.000										
DA.00.0201.000	77,542.06	1,710,273.10	148,667.63	1,639,147.53	1,639,147.53					924,208.96
DA.00.0231.081	921,439.93	2,769.03	-	924,208.96						7,576.84
DA.00.0231.082	7,554.14	22.70	-	7,576.84						734,203.59
DA.00.0231.083	732,003.83	2,199.76	-	734,203.59						11,646.25
HH.01.0200.000	11,611.39	34.86	-	11,646.25						156,228.36
MS.00.0200.000	156,228.36	-	-	156,228.36	156,228.36					98.99
MS.00.0201.001	98.99	-	-	98.99	98.99					2,700.80
SD.01.0200.000	2,692.80	8.00	-	2,700.80		2,700.80				
SD.02.0200.000	157,093.31	-	-	157,093.31	157,093.31					5,119.73
SD.02.0231.080	5,119.73	-	-	5,119.73	5,119.73					7,736.02
SF.02.0200.000	7,712.81	23.21	-	7,736.02						40,730.00
SF.02.0201.000	1,974.00	327,539.00	288,803.00	40,710.00	40,710.00					47,589.00
SF.03.0200.000	4,269.27	12.80	-	4,282.07						27,011.10
SF.03.0201.000	222.00	248,967.00	201,600.00	47,589.00	47,589.00					12,528.20
SL.01.0200.000	15,051.80	45.24	-	15,097.04						24,186.17
SL.02.0200.000	24,813.42	2,700.00	502.32	27,011.10						487.13
SL.03.0200.000	1,022.35	12,416.00	910.15	12,528.20						5,430.67
SL.04.0200.000	5,777.27	20,089.00	1,680.10	24,186.17						5,379.59
SL.04.0231.080	139.09	368.00	19.96	487.13						2,500.00
SM.01.0201.000	5,414.42	16.25	-	5,430.67						18,938.97
SM.02.0200.000	3,813.94	1,770.00	204.35	5,379.59						21,575.92
SM.01.0200.000	2,000.00	500.00	-	2,500.00						1,500.00
SM.02.0201.000	18,938.97	-	-	18,938.97						1,500.00
SM.02.0200.000	21,511.28	64.64	-	21,575.92						567.64
SM.02.0201.000	1,000.00	500.00	-	1,500.00	1,500.00					
SM.02.0200.000	566.00	1.64	-	567.64						

Town of Walworth
Bank Reconciliation
March 2026

GENERAL LEDGER

	2/28/2026	DEBITS	CREDITS	3/31/2026
SP.01.0200.000	1,621.90	2,258.00	-	3,879.90
SS.00.0200.000	565,035.18	1,039,425.00	941,525.78	662,934.40
SS.00.0201.000	630,128.65	1,893.62	-	632,022.27
SS.00.0201.001	634,164.09	1,885.12	-	636,049.21
SS.00.0201.002	683,951.03	2,055.36	-	686,006.39
SS.00.0231.081	232,871.80	699.80	-	233,571.60
SS.00.0231.082	147,609.81	443.58	-	148,053.39
SS.00.0231.083	131,585.73	395.45	-	131,981.18
SW.01.0201.000	35,895.69	107.89	-	36,003.58
SW.01.0231.081	2,663.50	8.03	-	2,671.53
SW.19.0200.000	-	17,620.00	21,080.00	(3,460.00)
SW.19.0201.000	-	-	-	-
SW.20.0200.000	0.10	3,305.00	5,270.00	(1,964.90)
SW.20.0201.000	-	-	-	-
TA.00.0200.000	(6,796.86)	178,969.45	166,385.26	5,787.33
TC.00.0200.000	153,013.16	959,496.00	978,055.77	134,453.39
VV.00.0231.080	4,094.19	12.35	-	4,106.54
VV.00.0231.081	6,909.90	20.75	-	6,930.65
	8,478,829.30	6,095,342.65	3,287,076.66	11,287,095.29

BANK STATEMENT BALANCES				
DEPOSITS IN TRANSIT				11,321,678.95
OUTSTANDING CHECKS (Operating Checks)				(34,583.66)
Identified Difference				
CALCULATED BALANCE ON GENERAL LEDGER				11,287,095.29
DIFFERENCE				(0.00)

BANK ACCOUNTS

Consolidated	Combined	TA	Sewer	Trust	NYCLASS
Checking	Savings	Checking	Money Market	Custodial	
#6843	#6918	#6851	#7297	#4769	#1509
3,879.90					
662,934.40			636,049.21		632,022.27
					686,006.39
					233,571.60
					148,053.39
					131,981.18
					36,003.58
					2,671.53
(3,460.00)					
(1,964.90)					
		5,787.33		134,453.39	4,106.54
					6,930.65
4,507,333.79	2,700.80	5,787.33	636,049.21	134,453.39	6,000,770.77

4,537,940.17	2,700.80	6,151.61	636,049.21	138,066.39	6,000,770.77
(30,606.38)		(364.28)		(3,613.00)	
4,507,333.79	2,700.80	5,787.33	636,049.21	134,453.39	6,000,770.77
		(0.00)			

Dana Elmore
Supervisors Signature

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

3/31/2026

RESOLUTION -26 IN THE MATTER OF THE GRANTING OF A CABLE TELEVISION FRANCHISE HELD BY SPECTRUM NORTHEAST, LLC IN THE TOWN OF WALWORTH, COUNTY OF WAYNE, NEW YORK

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

WHEREAS An application has been duly made to the Board of the Town of Walworth, County of Wayne, New York, by Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. (“Charter”), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission.

The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Walworth, New York on May 7, 2026 at 6:30 P.M. and notice of the hearing was published in the Times of Wayne County on April 19, 2026.

NOW, THEREFORE BE IT RESOLVED, the Board of the Town of Walworth finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Town of Walworth hereby grants the cable television franchise of Spectrum Northeast, LLC and the Town of Walworth for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED that the Board of the Town of Walworth hereby confirms acceptance of this franchise renewal agreement.

BE IT FURTHER RESOLVED that the Town Board hereby authorizes the **Town Supervisor** to execute the franchise renewal agreement and any other necessary documents to effectuate this resolution on behalf of the Town of Walworth.

Adopted this 7th day of May 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed

**RESOLUTION -26 ABSTRACT OF CLAIMS FOR TOWN BOARD APPROVAL
DATED MAY 7, 2026**

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

Run 5/05/2026 at 10:36 AM Page: 1

ABSTRACT OF CLAIMS FOR TOWN BOARD AUDIT DATED 5/07/2026
Town of Walworth
3600 Lorraine Drive

SUMMARY BY FUND

	<u>Prepays</u>	<u>Unpays</u>	<u>Totals</u>
AA - General Fund TOTAL	13,122.35	76,825.93	89,948.28
CM - Parks Special Revenue TOTAL	0.00	394.91	394.91
DA - Highway Fund TOTAL	12,290.60	57,803.66	70,094.26
SL - Special District - Lighting TOTAL	0.00	3,367.94	3,367.94
SS - Special District - Sewer TOTAL	0.00	818.72	818.72
TA - Trust Agency TOTAL	833.00	0.00	833.00
TC - Trust Custodial TOTAL	0.00	13,539.79	13,539.79
REPORT TOTAL	26,245.95	152,750.95	178,996.90

Voucher numbers: 2447 - 2574

Are audited and approved for payment by the Town Board.

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

Adopted this 7th day of May 2026 at the meeting of the Town Board.

- Roll call vote:
- Councilwoman Linson
 - Councilman Jeffers
 - Councilman Botsford
 - Councilman Kelly
 - Supervisor Elsbree

Resolution carried/failed

RESOLUTION -26 BUDGET MODIFICATIONS

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

TRANSFER	ACCOUNT DESCRIPTION	DISTRIBUTION ACCOUNT	AMMOUNT	REASON
FROM	AA.00.2610.002	TRAFFIC DIVERSION	(250.00)	HEAD STONE CLEANING SUPPLIES
TO	AA.00.8810.401	CEMETERIES GENERAL MAINTENANCE	250.00	
FROM	AA.00.2610.002	TRAFFIC DIVERSION	(750.00)	MOVIE IN THE PARK
TO	AA.00.7550.400	SPECIAL EVENTS	750.00	

Adopted this 7th day of May 2026 at the meeting of the Town Board.

- Roll call vote:
- Councilwoman Linson
 - Councilman Jeffers
 - Councilman Botsford
 - Councilman Kelly
 - Supervisor Elsbree

Resolution carried/failed

RESOLUTION -26 AUTHORIZE THE HIRE OF BRETT FARMEN AS FULL-TIME MOTOR EQUIPMENT OPERATOR, EFFECTIVE MAY 26 , 2026

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

WHEREAS, the Town of Walworth Highway Department is in need of a full-time Motor Equipment Operator; and

WHEREAS, interviews of qualified applicants who had applications on file were conducted; and

WHEREAS, the Motor Equipment Operator shall be a bargaining unit position and salary consistent with the Collective Bargaining Agreement; and

WHEREAS, the Highway Superintendent recommended the hiring of Brett Farmen;

NOW, THEREFORE BE IT RESOLVED that Brett Farmen is hired as full time Motor Equipment Operator, on condition that the employee passes Alcohol and Drug screening as required by Town Policy, with a rate of \$24.00 per hour (2026 rate), effective May 26th , 2026.

Adopted this 7th day of May, 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 RATIFICATION OF SIGNATURE FOR THE TOWN SUPERVISOR TO SIGN THE 2025 SERVICE AWARD PROGRAM SPONSOR SUBMISSION FORM FOR THE WEST WALWORTH FIRE DEPARTMENT

Council
Seconded by Council

moved the following Resolution and moved its adoption.
to wit:

The following was submitted:

TO: Firefly Admin, Inc.
FROM: Town of Walworth Town Board
DATE: 3/19/2026
RE: Submission of Calendar Year 2025 LOSAP Points & Service Credit

The Town Board has overseen and completed the annual process of certifying, approving, and paying the 2025 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 2025 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

WHEREAS, the Town Board has reviewed the Submission of Calendar Year 2025 LOSAP Points & Service Credit letter signed by Laura Elsbree, Supervisor, dated March 3, 2026, addressed to Firefly Admin Inc. regarding West Walworth Volunteer Firefighter LOSAP points; and

WHEREAS, it was necessary for said document to be executed prior to this meeting to meet deadlines;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby approves and ratifies the signing of the document by Laura Elsbree as the official act and deed of the Town Board, and authorizes the submission of said document to Firefly Admin Inc.

BE IT FURTHER RESOLVED, that the Board authorizes the Supervisor to take any further actions necessary to implement the intent of said document.

Adopted this 7th day of May, 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
 Councilman Jeffers
 Councilman Botsford
 Councilman Kelly
 Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE 2025 SERVICE AWARD PROGRAM SPONSOR SUBMISSION FORM FOR THE LINCOLN 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 2025 LOSAP Points & Service Credit

The Town Board has overseen and completed the annual process of certifying, approving, and posting the 2025 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 2025 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 2025 Service Award Program Sponsor Submission Form for the Lincoln Fire Department.

Adopted this 7th day of May, 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION 107-26 TO AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE PROPOSAL FOR PROFESSIONAL SERVICES CONDITION ASSESSMENT OF EXISTING WWTP BUILDINGS (TABLED)

Council offered to move following Resolution from the table. Seconded by Council to wit:

WHEREAS, the Town owns 3 buildings at 3451 Ontario Center Road: previously the Walworth Wastewater Treatment Plant.

WHEREAS, the Town engaged MRB Group to perform a Condition Assessment of Existing WWTP Buildings.

WHEREAS, MRB Group has provided a proposal and a Scope of Services with an estimate of project costs.

WHEREAS, the Town has the funds available within the 2026 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor is authorized to sign the Proposal for Professional Services, Condition Assessment of Existing Buildings at 3451 Ontario Center road, with MRB Group at a cost not to exceed \$11,000.

Adopted this 7th day of May, 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 AUTHORIZE THE HIRE AND SET SALARY FOR SUMMER DAY CAMP STAFF

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

WHEREAS, annually the Town Board will hire and set the salary for Summer Day Camp employees; and

WHEREAS, the following rates were established by the 2026 budget:

EMPLOYEE	POSITION	HOURS	WAGE
JILLIAN HANNOLD	RECREATION ASSISTANT(CAMP DIRECTOR)	37.5 HOURS / WEEK MAXIMUM	\$18.49/PER HOUR
JOSEPHINE LADUKE	RECREATION ASSISTANT	32.5 HOURS/WEEK	\$16.97/PER HOUR
LILY AYLETT	RECREATION ASSISTANT	32.5 HOURS/WEEK	\$15.97/PER HOUR
CALISTA LUMB	RECREATION ASSISTANT	32.5 HOURS/WEEK	\$15.97/PER HOUR
OWEN SWITZER	RECREATION ASSISTANT	32.5 HOURS/WEEK	\$15.97/PER HOUR
JORDYN BRICE	RECREATION ASSISTANT	32.5 HOURS/WEEK	\$15.97/PER HOUR

WHEREAS, the calendar for seasonal Day Camp employees is set from July 6th, 2026, through August 7th, 2026;

BE IT RESOLVED, the hiring and the salaries of the six Summer Day Camp staff are authorized and set as presented.

Adopted this 7th day of May 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed

**RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO IMPLEMENT
"SUMMER" HOURS OF FROM MEMORIAL DAY UNTIL LABOR DAY 2026**

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

WEHEREAS, The Town Hall hours for Building, Zoning, Assessor and the Supervisors Office will be 8:00AM to 4:30PM Monday through Thursday, and 8:00AM-1:30PM on Fridays, beginning May 26th and ending September 4th, 2026.

BE IT RESOLVED that the Town Supervisor is authorized to implement "summer hours" for 2026.

Adopted this 7th day of May 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed

RESOLUTION -26 TO ACCEPT LETTER OF RETIREMENT FROM BUILDING DEPARTMENT SENIOR CLERK BARBARA GOULETTE

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

WHEREAS, Barbara Goulette has faithfully served the residents of the Town of Walworth since 2017, and

WHEREAS, Barbara has provided written notice her intent to retire on May 27th 2026; and

WHEREAS, the Walworth Town Board on behalf of the entire community wishes to express our gratitude to Linda for her many years of service,

NOW THEREFORE, BE IT RESOLVED, the Town Board accepts the letter of retirement from Building Department Senior Clerk Barbara Goulette, and wishes her well in her retirement.

Adopted this 7th day of May 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Kelly
Councilman Botsford
Councilman Jeffers
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 TO ABOLISH THE POSITION OF TOWN COMPTROLLER

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

WHEREAS, The Town of Walworth no longer utilizes a Town Comptroller.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes that the title of Town Comptroller be abolished.

Adopted this 7th day of May 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Kelly
Councilman Jeffers
Councilman Botsford
Supervisor Elsbree

Resolution carried/failed

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Walworth, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “*Board*” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel Town for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSR regulations and will comply with the minimum standards set forth therein. Such PEG channel Town may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Hon. Michael Donalty
Supervisor, Town of Walworth
3600 Lorraine Drive

Walworth, NY 14568

Email: supervisor@townofwalworthny.gov

Grantee: Lauren Kelly
Director, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623

Email: lauren.kelly@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20____.

Town of Walworth

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

**Town of Walworth
Annual Safety Training Outline April 23, 2026**

- I) Introduction**
- II) Environmental Conditions**
 - a) Heat Stress & Cold Weather Injury Prevention
 - b) Lyme Disease & other Tick-Borne Disease Prevention
 - c) Skin Cancer Prevention
 - d) Rabies Protection and Handling Animal Carcasses
 - e) Poisonous Plants such as Poison Ivy& Wild Parsnip
 - f) Bloodborne Pathogens & Handling Exposure Incidents
- III) Right to Know/Hazard Communication**
 - a) Review Right to Know (Hazard Communication) requirements with Global Harmonization Updates (labels, pictograms, SDS sheets)
 - b) Physical Hazards/ Health Hazards
 - c) Labeling (NFPA 704)/Labeling (D.O.T. Placards)/Labeling (H.M.I.S.)
 - d) Identifying Hazardous Chemicals/Detecting a Release of a Hazardous Chemical
 - e) How to obtain an SDS Sheet/ Personal Protective Equipment while working with chemicals
- IV) Fire Safety**
 - a) Fire Classifications
 - b) Types of Fire Extinguishers
 - c) How to discharge a fire extinguisher (PASS) System
 - d) Emergency Evacuation Procedures
- V) Lockout/Tagout**
 - a) Types of Energy Sources
 - b) Controlling Hazardous Energy
 - c) Authorized, Affected, & Other Responsibilities
 - d) Energy Control Procedures
- VI) Heavy Equipment & Landscaping Equipment Safety**
 - a) Hazards working around Heavy Equipment
 - b) Overhead and Underground Utility Safety
 - c) Blind Spots/Swing Radius
 - d) Pedestrian Safety
 - e) Mower/Tractor Safety
 - f) Workzone Safety
- VII) Confined Space Awareness**
 - a) Confined Space vs. Permit Required Confined Space
 - b) Requirements for Permit Required Confined Space Entry
 - c) Hazards of Permit Required Confined Spaces

- VIII) Personal Protective Equipment**
- a) Head Protection, Foot Protection, Hand Protection, Eye Protection
 - b) Hearing Protection (Hearing Conservation)
 - c) Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard
- IX) Slips, Trips, & Falls**
- a) Preventing slips, trips, and falls
 - b) Three points of contact
 - c) Proper Ladder Use
- X) Trenching Awareness**
- a) General Trenching & Excavation Hazards
 - b) Role of Competent Person
- XI) Injury & Illness Prevention (Recognizing Hazards)**
- a) Situational Awareness
 - b) Avoiding Distractions
 - c) Unsafe Acts
 - d) Unsafe Conditions
- XII) Silica Dust**
- a) Protection against Silica Dust Exposure/Engineering Controls
 - b) Silica Dust Hazards
 - c) Materials that contain Silica
 - d) Exposure Control Plan
- XIII) Workplace Violence Prevention & Sexual Harassment Prevention**
- a) WPV Training follows information required in 12 NYCRR 800.6(h) (1)(1)-iii
 - b) Sexual Harassment Training follows NYS Department of Labor Model Training Program Guidelines
- XIV) Chipper & Chainsaw Safety**
- XV) First Responder Awareness Training**
- a) An understanding of what hazardous substances are, and the risks associated with them in an incident.
 - b) An understanding of the potential outcomes associated with an emergency created when hazardous substances are present.
 - c) The ability to recognize the presence of hazardous substances in an emergency.
 - d) The ability to identify the hazardous substances, if possible.
 - e) An understanding of the role of the first responder awareness individual in the employer's emergency response plan including site security and control and the U.S. Department of Transportation's Emergency Response Guidebook.
 - f) The ability to realize the need for additional resources, and to make appropriate notifications to the communication center.



April 9, 2026

Laura Elsbree, Supervisor
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

Re: Proposal for Professional Services
Condition Assessment of Existing WWTP Buildings

Dear Supervisor Elsbree,

At the Town's request, MRB Group is pleased to provide a proposal for Professional Services to perform a condition assessment of three (3) existing buildings located at the Town of Walworth Wastewater Treatment Plant (WWTP) at 3451 Ontario Center Road.

I. Background/Understanding

As part of the Western Wayne County Regional Wastewater Treatment Plant Project, a new pump station was constructed on the site of the Town of Walworth WWTP and several existing treatment systems were decommissioned. The Town owns three (3) buildings on site and are considering how to best proceed with utilizing them for future use. The buildings are generally described below:

- **Office Building:** Single-story building with gable roof, asphalt shingles, and painted wood siding. The building has general office, storage, kitchen, and laboratory space and is approximately 1,000 square feet.
- **Storage Building:** Single-story structure with gable, standing seam metal roof, and painted wood siding. The building is composed of open wood pole barn construction with prefabricated wood trusses spanning to beams, which are supported by posts. There is one interior, load-bearing column line. There are two (2) rectangular areas defined by perimeter concrete walls, that per review of existing drawings, functioned as below-grade filter beds previously. The floor is unfinished and consists of a mixture of dirt and stone. The building is approximately 7,800 square feet.

145 Culver Road, Suite 160, Rochester, NY 14620 • 585.381.9250

MRBGroup.com

- **Treatment Building:** Single-story L-shaped structure with gable, standing seam metal roof, and painted wood siding. The interior of the building is composed of a concrete slab-on-grade with several below-grade "pit" areas that presumably once contained process treatment equipment. The pit areas are accessible via a stairway and ships ladder, with one of the pit areas containing support framing for a monorail/trolley system. The building is approximately 5,800 square feet, not including the below-grade pit areas.

A preliminary site visit to observe the buildings and discuss project scope was attended by MRB Group and Mike Buckley, the Town Parks & Facilities Superintendent. In attendance from MRB Group were Emilio Moran, P.E. (Project Manager), Jeremy Gworek, P.E. (Structural Services National Director), and Paul Sofinski (Structural Engineer).

It is our understanding that the Town desires a condition assessment of the buildings to identify potential structural deficiencies to assist with the decision making for future potential re-use. As requested, the base proposal will include assessments of the Storage Building and Treatment Building, with a separate additional cost for assessing the Office Building.

II. Scope of Services and Compensation

The following outlines our Scope of Services proposed in this agreement to meet the objectives of this project:

A. Condition Assessment

1. Review of existing building drawings, provided by the Town.
2. Perform one (1) site visit to the WWTP to perform a visual structural assessment and documentation of existing conditions for each of the buildings. The site visit will be coordinated by MRB Group and performed by a licensed structural Engineer and an Associate Engineer.
3. The interior condition assessment will be limited to those areas that can be visually observed from the ground or a 6ft ladder, without removal of equipment, materials, and/or finishes.
4. The exterior building assessment would be limited to the areas of the building that can be visually observed from the ground, or a 6ft ladder. Exterior access to the roof and assessment of the existing roof covering is outside the scope of this proposal.



5. The final deliverable would include a condition assessment report describing the buildings (including photos), the visual observations and structural deficiencies noted during our visit, and high-level recommendations as it pertains to repairing the structural deficiencies. The future use of the buildings is unknown and will therefore not be considered.

**Total Compensation..... \$8,700 (Storage Building & Treatment Building)
\$2,400 (Office Building)**

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Excluded Services

The following items are not included in the proposal:

- A. Condition assessment/review of Architectural, Mechanical, Plumbing, and/or Electrical systems.
- B. Developing as-built drawings of the buildings.
- C. Additional site visits or meetings beyond those outlined above.
- D. Structural analysis of building components/structural framing. The assessment will be limited to a visual structural review of the existing condition of the building.
- E. Structural repair drawings/construction documents.
- F. Work not associated with, or beyond the extent, of the scope of work outlined above.
- G. Cost estimate(s) for any recommended remediation work.
- H. Hazardous materials survey or sampling.
- I. Design, bidding, or construction phase services.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Professional Services Agreement

Attached hereto and made part of this Agreement is MRB Group's Professional Services Agreement.



If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

Emilio Moran, P.E.
Project Manager

Jeremy Gworek, P.E.
Structural Services National Director & Deputy COO

Cc: David M. Doyle, P.E.

Please indicate acceptance of one of the following Options:

- Option A: Storage Building and Treatment Building (\$8,700)
- Option B: Storage Building, Treatment Building, and Office Building (\$11,100)

Proposal Accepted By:

Signature	Title	Date
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<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Walworth, Town of/O-26-0412 - Wastewater Treatment Plant Condition Assessment/Walworth WWTP - Condition Assessment Proposal.docx>

MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C. PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

1. CLIENT RESPONSIBILITIES

- a. **Project Information.** Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.
- b. **Right of Entry.** Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.
- c. **Ownership of Property.** Client represents that it owns the property upon which the Services will be provided.

2. MRB GROUP SERVICES

- a. **Scope of Services and Standard of Care.** MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.
- b. **Compliance with Law.** MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.
- c. **Opinions of Probable Construction Cost.** MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction

costs will not vary from opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.

- d. **Opinions of Total Project Costs.** The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility for the accuracy or completeness of any opinions of total project costs.
- e. **Subcontracting.** MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

3. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

4. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

5. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

6. LIABILITY; INDEMNITY

- a. **Limitation of Liability.** Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB Group's aggregate liability arising out of or relating to this Agreement, any attachment or Proposal exceed the fees

paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.

- b. **Indemnity.** Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

7. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION

- a. **Ownership.** All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.
- b. **Records Retention.** MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

8. INSURANCE

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a personal injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

10. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

11. PUBLICITY

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

12. MISCELLANEOUS

- a. **Independent Contractor.** It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.
- b. **Binding Effect; Assignment.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.
- c. **Governing Law; Dispute Resolution.** This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute through negotiations or mediation, then the Parties

agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

- d. Entire Agreement.** This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.
- e. Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.
- f. Survival.** Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 3, 5, 6, 7, 9, 11 and 12 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an "Action") no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.
- g. Notice.** Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.
- To: MRB Group Engineering, Architecture & Surveying, D.P.C.**
145 Culver Road, Suite 160
Rochester, New York 14620
Attention: Chief Legal Officer
- To Client: (As set forth in the Proposal)**
- h. Waiver.** Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.
- i. Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.

May 1, 2025

Town of Walworth
Laura Elsbree, Supervisor
3600 Lorraine Drive
Walworth, NY 14568

Re: Retirement

Dear Supervisor,

Please accept this letter as my official notification that I will be retiring from my position as Senior Building and Zoning Clerk. I plan to retire on May 28, 2026.

Thank you for giving me the opportunity to work for the Town of Walworth. I have really enjoyed working with the Town and my coworkers. I will genuinely miss everyone.

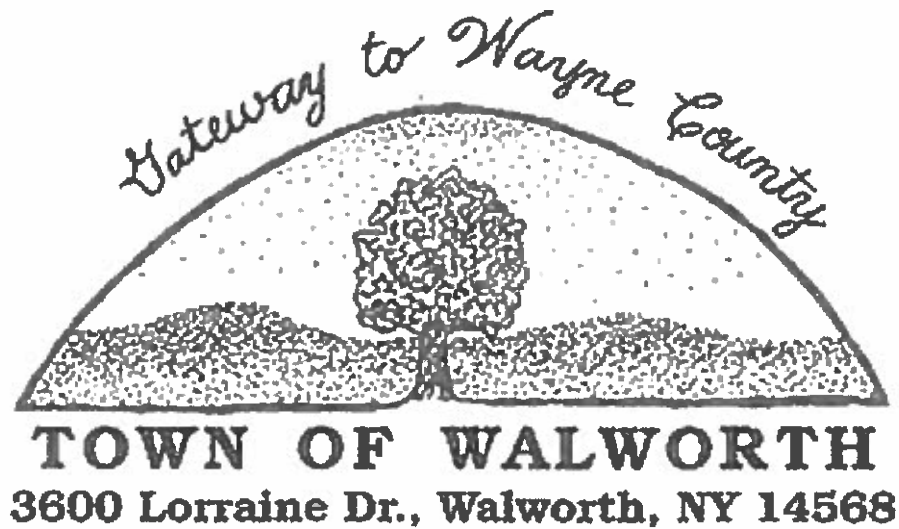
I would like to ensure a smooth transition. Please feel free to contact me with any questions or concerns.

Sincerely,

Barbara Goulette

Barbara Goulette

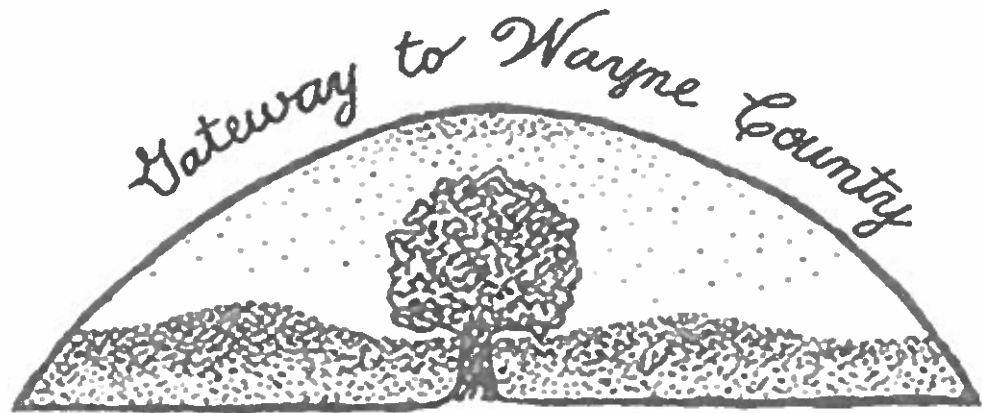




To: Supervisor Laura Elsbree
Highway Superintendent Kevin Switzer

Re: MS4 progress update – May 4, 2026

- Highway Dept and Parks / Facilities Municipality Facility / Operation Assessment Forms for 2026 have been completed. This self-assessment is to be completed once every three years.
- Scheduled the IDDE (Illicit Discharge Detection Elimination) training for Highway, Parks Department, and Code Enforcement for April 27 at the Town Hall Main Meeting Room.
- Brought all SWPPP (Stormwater Pollution Prevention Plan) and inspection report files that were stored in a lateral file in the Building Department vault to the Highway Department. Will begin sorting and filing. Small / single lot subdivisions will be filed according to street name and number. Large construction projects will be filed under name of site, (ie. Lehrwood Estates).
- Met with Lance with MRB to get a further understanding of the SWPPP process for filing purposes.
- Created a binder with blank form templates for easier access.
- Created spreadsheet for Stop Work Orders for annual reporting.
- Worked with Norm's old computer to access MS4 on this computer. Will save it to flash drive to put on MS4 computer going forward.
- Working to access information on Trimble GIS device. Will call Trimble to see if a hard restart can be done without losing information on ArcGIS as the user name and password is not known.



TOWN OF WALWORTH
3600 Lorraine Dr., Walworth, NY 14568

April 2026 Highway Department Monthly Summary

- Shop work
- Checked for water spots around town
- Started sweeping in Gananda and in town
- Went around town cleaning out pipes, checking for beavers
- Fixed holes around town with stone
- Rolling yards from winter damage
- Mailbox post fixing from winter
- Getting trucks ready for summer work
- Mixed the salt and sand pile in salt barn
- Everyone attended various training classes throughout the month

**TOWN OF WALWORTH
BUILDING DEPARTMENT
3600 Lorraine Drive
Walworth, New York 14568**

Monthly Building and Zoning Report

There were 13 other inspections completed during the month of April 2026.

Notice of Violation/Remedy: 0

Letters regarding Building Permits: 33

Permits Issued: 25

Certificates of Occupancy Issued: 2

Certificates of Compliance Issued: 18

Fire Calls: 1

Fire Inspections: 0

Annual Inspections: 0

Property Maintenance & Other Complaints: 3

Soil Test completed: 0

Drainage Issues: 1

Plan Review Applications in Process: 8

FOIL Requests and Research in process: 6

Projects in Process:

- Town Code review
- Orchard View Trail infrastructure inspections
- Scan and copy documents for FOIL and research requests
- Work with DEC on MS4 issue at 2300 Walworth-Marion Road, Walworth, NY

Substantial Items in Process:

- Windward Lakes subdivision
- Beaver Creek Site Plan

Respectfully submitted,

Heather Behrendt
Planning & Zoning Clerk