



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 21, 2026 6:30PM**

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

MINUTES

May 7, 2026 – Regular Meeting

PRESENTATIONS

None

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

**Supervisor Monthly Report – February 2026
Town Clerk Monthly Report – April 2026**

RESOLUTIONS:

**RESOLUTION -26 ABSTRACT OF CLAIMS FOR TOWN BOARD APPROVAL DATED
MAY 21, 2026**

RESOLUTION -26 TO CREATE JOB TITLE POSITION SENIOR ACCOUNT CLERK

RESOLUTION -26 TO FILL THE POSITION OF SENIOR ACCOUNT CLERK

**RESOLUTION -26 TO APPOINT HEATHER LADUKE, JUNIOR ENGINEER, AS THE
TOWN OF WALWORTH MS4 STORMWATER MANAGEMENT OFFICER**

**RESOLUTION -26 AUTHORIZE THE HIRE OF STEVEN KEMP AS THE FULL- TIME
BUILDING INSPECTOR EFFECTIVE JUNE 1, 2026**

**RESOLUTION -26 AUTHORIZING TOWN SUPERVISOR TO SIGN DOCUMENTS AND
MAKE INITIAL PAYMENT FOR TOWN VEHICLE LEASE**

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

COMMUNICATION:

- Letter from Gananda Rotary Club – 44th Annual Gananda Garage Sales
- Letter to Town Board and Supervisor – Recognition Animal Control
- Letter from Wayne County Human Resources Department – Senior Account Clerk
- Senior Account Clerk approved Civil Service job specifications
- Recreation Department Monthly Report – April 2026
- Parks and Facilities Monthly Report – April 2026
- Assessment Department Sales – March 2026
- Assessment Department Sales – April 2026
- Documentation on New Vehicle Lease
- MRB Proposal Existing WWTP Buildings

NEW AND OTHER BUSINESS

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

TOWN CLERK'S MONTHLY REPORT

TOWN OF WALWORTH, NEW YORK

APRIL, 2026

TO THE SUPERVISOR:

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

A1255				
	<u>1</u>	DECALS	<u>19.16</u>	
	<u>4</u>	MARRIAGE LICENSES NO. 26003 TO 26006	<u>70.00</u>	
	<u>2</u>	MISCELLANEOUS	<u>2.50</u>	
	<u>1</u>	B/D/M RECORDS SEARCH	<u>30.00</u>	
		TOTAL TOWN CLERK FEES		121.66
A2001				
	<u>8</u>	RECREATION	<u>537.00</u>	
		TOTAL A2001		537.00
A20890				
	<u>3</u>	FARMER'S MARKET	<u>125.00</u>	
		TOTAL A20890		125.00
A2110				
	<u>3</u>	ZONING BOARD REVIEW	<u>225.00</u>	
		TOTAL A2110		225.00
A2115				
	<u>5</u>	PB REVIEW FEES/OTHER	<u>1,600.00</u>	
		TOTAL A2115		1,600.00
A21891				
	<u>2</u>	OTHER INCOME BUILDING	<u>40.00</u>	
		TOTAL A21891		40.00
A21892				
	<u>1</u>	SEPTIC INSP (NEW CONSTR)	<u>75.00</u>	
		TOTAL A21892		75.00
A2544				
	<u>155</u>	DOG LICENSES	<u>1,498.00</u>	
		TOTAL A2544		1,498.00
A2555				
	<u>31</u>	BUILDING PERMITS	<u>3,125.00</u>	
		TOTAL A2555		3,125.00
CM2001				
	<u>14</u>	DOG PARK REGISTRATION	<u>450.00</u>	
		TOTAL CM2001		450.00
CM2025				
	<u>7</u>	FACILITY RENTALS	<u>1,200.00</u>	
		TOTAL CM2025		1,200.00

TOWN CLERK'S MONTHLY REPORT

APRIL, 2026

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CM2089				
	<u>1</u>	PARK EXPENDABLE TRUST	<u>750.00</u>	
		TOTAL CM2089		750.00
<hr/>				
TA30I				
	<u>7</u>	ESCROW - BLDG PERMITS	<u>1,600.00</u>	
		TOTAL TA30I		1,600.00

TOWN CLERK'S MONTHLY REPORT

APRIL, 2026

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DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	7,327.50 ✓ ✓
DECALS SEPARATE MONTHLY REPORT	19.16 ✓ ✓
PAID TO SUPERVISOR FOR BUILDING PERMIT ESCROWS	1,600.00 ✓ ✓
PAID TO SUPERVISOR FOR CEMETERY/PARK EXPENDABLE	2,400.00 ✓ ✓
DECALS SEPARATE MONTHLY REPORT- EFT	✓ 194.84
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	✓ 183.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	✓ 90.00
PAID DONATION TO LOCAL ANIMAL SHELTER	1.00 ✓ ✓
TOTAL DISBURSEMENTS	11,815.50

MAY 7, 2026

Laura Elsbree

 LAURA ELSBREE

, SUPERVISOR

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

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

Subscribed and sworn to before me this

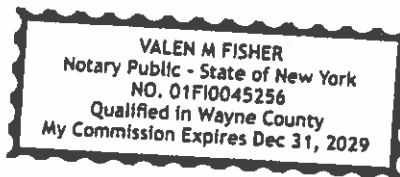
Nadine E. Seppeler

 Town Clerk

7 day of May 2026

Valen Fisher

 Notary Public



Town of Walworth
Bank Reconciliation
February 2026

GENERAL LEDGER

	1/31/2026	DEBITS	CREDITS	2/28/2026
AA.00.0200.000				
AA.00.0201.000	455,170.48	342,981.22	270,843.87	527,307.83
AA.00.0201.003	1,560,822.68	4,275.16	-	1,565,097.84
AA.00.0231.080	85,186.73	233.32	-	85,420.05
AA.00.0231.081	58,179.63	159.36	-	58,338.99
AA.00.0231.082	4,102.62	11.21	-	4,113.83
AA.00.0231.083	25,555.40	69.99	-	25,625.39
AA.00.0231.084	3,585.62	9.80	-	3,595.42
AA.00.0231.085	2,908.68	7.93	-	2,916.61
AA.00.0231.086	76,224.52	208.81	-	76,433.33
AA.00.0231.087	145,923.42	399.70	-	146,323.12
AA.00.0231.088	31,829.34	87.18	-	31,916.52
AA.00.0231.089	72,818.31	199.44	-	73,017.75
AA.00.0231.090	292,462.93	801.05	-	293,263.98
AA.00.0231.091	2,266.29	6.18	-	2,272.47
AA.00.0231.091	11,579.70	31.69	-	11,611.39
CM.01.0200.000	160,916.11	3,135.07	835.43	163,215.75
CM.06.0200.000				
DA.00.0200.000	168,262.58	78,237.45	168,957.97	77,542.06
DA.00.0201.000	918,922.99	2,516.94	-	921,439.93
DA.00.0231.081	7,533.47	20.67	-	7,554.14
DA.00.0231.082	730,004.33	1,999.50	-	732,003.83
DA.00.0231.083	11,579.70	31.69	-	11,611.39
HH.01.0200.000	156,228.36	-	-	156,228.36
MS.00.0200.000	98.99	-	-	98.99
MS.00.0201.001	2,685.46	7.34	-	2,692.80
SD.01.0200.000	157,093.31	-	-	157,093.31
SD.02.0200.000	5,119.73	-	-	5,119.73
SD.02.0231.080	7,691.77	21.04	-	7,712.81
SF.02.0200.000	1,974.00	-	-	1,974.00
SF.02.0201.000	4,257.55	11.72	-	4,269.27
SF.03.0200.000	222.00	-	-	222.00
SF.03.0201.000	15,010.67	41.13	-	15,051.80
SL.01.0200.000	25,347.01	533.59	1,067.18	24,813.42
SL.02.0200.000	1,958.08	935.73	1,872.46	1,022.35
SL.03.0200.000	7,516.90	-	1,739.63	5,777.27
SL.04.0200.000	161.06	21.97	43.94	139.09
SL.04.0231.080	5,399.61	14.81	-	5,414.42
SL.05.0200.000	4,043.35	229.41	458.82	3,813.94
SL.06.0200.000	2,000.00	-	-	2,000.00
SM.01.0200.000	18,938.97	-	-	18,938.97
SM.01.0201.000	21,452.51	58.77	-	21,511.28
SM.02.0200.000	1,000.00	-	-	1,000.00
SM.02.0201.000	564.37	1.63	-	566.00

BANK ACCOUNTS

	Consolidated Checking #6843	Combined Savings #6918	TA Checking #6851	Sewer Money Market #7297	Trust Custodial #769	NYCLASS #1509
	527,307.83					1,565,097.84
						85,420.05
						58,338.99
						4,113.83
						25,625.39
						3,595.42
						2,916.61
						76,433.33
						146,323.12
						31,916.52
						73,017.75
						293,263.98
						2,272.47
						11,611.39
	163,215.75					
	77,542.06					921,439.93
						7,554.14
						732,003.83
						11,611.39
	156,228.36					
	98.99					
		2,692.80				
	157,093.31					
	5,119.73					
	3,974.00					7,712.81
						4,269.27
	222.00					
	24,813.42					15,051.80
	1,022.35					
	5,777.27					
	139.09					
						5,414.42
	3,813.94					
	2,000.00					
	18,938.97					
	1,000.00					21,511.28
						566.00

Town of Walworth
Bank Reconciliation
February 2026

GENERAL LEDGER

	1/31/2026	DEBITS	CREDITS	2/28/2026
SP.01.0200.000	1,621.90	-	-	1,621.90
SS.00.0200.000	563,334.56	12,207.97	10,507.35	565,035.18
SS.00.0201.000	628,407.42	1,721.23	-	630,128.65
SS.00.0201.001	632,434.86	1,729.23	-	634,164.09
SS.00.0201.003	682,082.80	1,868.23	-	683,951.03
SS.00.0231.081	232,235.70	636.10	-	232,871.80
SS.00.0231.082	147,206.61	403.20	-	147,609.81
SS.00.0231.083	131,226.29	359.44	-	131,585.73
SW.01.0201.000	35,797.64	98.05	-	35,895.69
SW.01.0231.081	2,656.22	7.28	-	2,663.50
SW.19.0200.000	-	-	-	-
SW.19.0201.000	-	-	-	-
SW.20.0200.000	0.10	-	-	0.10
SW.20.0201.000	-	-	-	-
TA.00.0200.000	(11,715.81)	168,995.83	164,076.88	(6,796.86)
TC.00.0200.000	176,993.49	300.00	24,280.33	153,013.16
VV.00.0231.080	4,082.99	11.20	-	4,094.19
VV.00.0231.081	6,891.04	18.86	-	6,909.90
	8,497,855.04	625,657.12	644,682.86	8,478,879.30

BANK STATEMENT BALANCES

DEPOSITS IN TRANSIT	8,642,029.72
TRANSFERS IN TRANSIT - January Payrolls	-
TRANSFERS IN TRANSIT - February Payrolls	-
OUTSTANDING CHECKS (Operating Checks)	(163,200.42)
Identified Difference	-
CALCULATED BALANCE ON GENERAL LEDGER	8,478,829.30
DIFFERENCE	(0.00)

BANK ACCOUNTS

Consolidated Checking #6843	Combined Savings #6918	TA Checking #6851	Sewer Money Market #7297	Trust Custodial #4769	NYCLASS #1509
1,621.90					
565,035.18					
			634,164.09		630,128.65
					683,951.03
					232,871.80
					147,609.81
					131,585.73
					35,895.69
					2,663.50
	0.10				
		(6,796.86)		153,013.16	4,094.19
1,712,964.25	2,692.80	(6,796.86)	634,164.09	153,013.16	5,982,791.86

1,834,942.73	2,692.80	22,005.75	634,164.09	165,432.49	5,982,791.86
(22,549.76)		22,549.76			
(42,731.48)		42,731.48			
(56,697.24)		(94,083.85)		(12,419.33)	
1,712,964.25	2,692.80	(6,796.86)	634,164.09	153,013.16	5,982,791.86
		(0.00)			

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:

2/28/2026

Diana Eldredge
Supervisors Signature

**RESOLUTION -26 ABSTRACT OF CLAIMS FOR TOWN BOARD APPROVAL
DATED MAY 21, 2026**

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

Voucher numbers 2576 - 2713

Are audited and approved for payment by the Town Board.



SUMMARY BY FUND

	<u>Prepays</u>	<u>Unpays</u>	<u>Totals</u>
AA - General Fund TOTAL	187.44	68,017.39	68,204.83
CM - Parks Special Revenue TOTAL	0.00	55.40	55.40
DA - Highway Fund TOTAL	2,236.09	46,767.61	49,003.70
HH - Capital Fund TOTAL	0.00	72,564.58	72,564.58
SL - Special District - Lighting TOTAL	0.00	1,669.58	1,669.58
SM - Special District - Sidewalks TOTAL	0.00	26.99	26.99
SS - Special District - Sewer TOTAL	0.00	421.25	421.25
TC - Trust Custodial TOTAL	0.00	3,086.50	3,086.50
REPORT TOTAL	2,423.53	192,609.30	195,032.83

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

Adopted this 21st 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 CREATE JOB TITLE POSITION SENIOR ACCOUNT CLERK

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

WHEREAS, The Town believes that the current position of Account Clerk more closely aligns with the task duties and functions associated with the position Senior Account Clerk; and

WHEREAS, it is appropriate that a position change be made to better reflect the duties performed; and

WHEREAS, the Wayne County Human Resources Director certified the appropriate Civil Service title for position described is Senior Account Clerk.

WHEREAS, Senior Account Clerk shall be a bargaining unit position and follow current wage structure.

Adopted this 21st 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 FILL THE POSITION OF SENIOR ACCOUNT CLERK

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

WHEREAS, The Town has a need to fill the position of Senior Account Clerk; and

WHEREAS, Laura Elliott is the current Account Clerk and has been performing the job duties of Senior Account Clerk since January 2026; and

WHEREAS, it is appropriate to move Ms. Elliott to the open Senior Account Clerk.

WHEREAS, this is a part time position of no more than 25 hours per week.

NOW THEREFORE BE IT RESOLVED that Laura Elliot is moved to the position of Senior Account Clerk at the current wage rate of \$21.50/per hour; and

BE IT FURTHER RESOLVED wages shall be retroactive to January 1st 2026

Adopted this 21st 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 APPOINT HEATHER LADUKE, JUNIOR ENGINEER, AS THE TOWN OF WALWORTH MS4 STORMWATER MANAGEMENT OFFICER

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

WHEREAS, the Town of Walworth is required to have an MS4 Stormwater Management Officer to approve SPDES General Permits for Stormwater Discharge from MS4; and

WHEREAS, Heather LaDuke is already assigned the duties of MS4 officer under her Junior Engineer title.

NOW THEREFORE BE IT RESOLVED that the Town of Walworth hereby appoints Heather LaDuke, Junior Engineer, as the Town of Walworth MS4 Stormwater Management Officer.

Adopted this 21st day of May, 2026 at a meeting of the Town Board.

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

Resolution carried/failed

RESOLUTION -26 AUTHORIZE THE HIRE OF STEVEN KEMP AS THE FULL-TIME BUILDING INSPECTOR EFFECTIVE JUNE 1, 2026

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

WHEREAS, the full-time Building Inspector position has been vacant since April 16, 2026 and needs to be filled; and

WHEREAS, this position was advertised on the town's website, Indeed, as well as social media, and interviews of qualified applicants were conducted; and

WHEREAS, the Building Department and liaison are recommending the hire of Steven Kemp to fill this position full time, 40hrs a week with annual salary of \$62,500; and

WHEREAS, the Board desires to begin employment on a full-time basis on June 1, 2026; and

NOW THEREFORE BE IT RESOLVED, that Mr. Kemp be hired as the full-time Building Inspector, subject to passing the alcohol and drug screening as required by Town Policy, at the annual salary of \$62,500, per the MOU between the town of Walworth and the Teamsters local 118, effective June 1, 2026.

Adopted this 21st day of May, 2026 at a meeting of the Town Board.

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

Resolution carried/failed

**RESOLUTION -26 AUTHORIZING TOWN SUPERVISOR TO SIGN DOCUMENTS
AND MAKE INITIAL PAYMENT FOR TOWN VEHICLE LEASE**

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

WHEREAS, a vehicle has been requested to be used by the Jr. Engineer to conduct drainage, MS4, and other surveying duties as needed; and

WHEREAS, it is possible for the town to piggyback on Onondaga bid #0010808 through OGS to lease a 2026 Ford Maverick for the unit price of \$29,739.84; and

WHEREAS, it is proposed that the town finance the vehicle through Ford's Municipal Financing on a 3-year agreement at the rate of \$10,627.86 per year with a \$1 payment at the end to purchase; and

WHEREAS, the Town Supervisor will need to sign the Municipal Finance Equipment Lease-Purchase Application and make the first payment for the town to receive the vehicle; and

WHEREAS, funding is available for the initial payment on budget line AA.00.8140.405 (GIS mapping).

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the application and make the initial payment for 2026 Ford Maverick from budget line AA.00.8140.405.

Adopted this 21st day of May, 2026 at a meeting of the Town Board.

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

Resolution carried/failed

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

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

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

WHEREAS the Town engaged MRB Group to perform a condition assessment of the existing storage building located at the Town of Walworth Wastewater Treatment Plant (WWTP) at 3451 Ontario Center Road; and

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

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 WWTP Buildings at 3451 Ontario Center Road, with MRB Group at a cost not to exceed \$6,700. Adopted this 21st day of May, 2026 at the meeting of the Town Board.

Adopted this 21st 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.

Gananda Rotary Club

Patti Holdraker, Secretary
3594 Ontario Center Road
Walworth, NY 14568
(585) 739-9521 cell

May 5, 2026

Walworth Town Board and Supervisor Elsbree:

In 2026, the Gananda Rotary Club host the 44th Annual Gananda Garage Sale, which will occur this year on Saturday, June 13 and Sunday, June 13. The area covered by this event is the main Gananda development between Route 350 on the east and the Gananda Parkway on the west.

Due to a very heavy congestion of traffic during this sale, we would like to inform the town, law enforcement agencies, as well as town highway and fire departments of this event.

The Rotary Club posts "No-Parking This Side" signs on one side of Waterford Road, Wildflower Drive, Evergreen Circle, Leeward Circle, and Pinewood Drive. We hope this will keep traffic flow moving and allow for any emergency vehicles, which may need to travel in or through the development during that time.

Our Rotary Club food booths and porta-potties will be set up at Waterford Road (near the intersection of Pinewood Drive) and on Wildflower Drive, near the lower soccer field). Garbage toters will be placed throughout the event. We anticipate a fine day and fun time- outside! Should you need to reach me prior to the event, or during the event, I can be contacted at my cell or office numbers listed above.

Thank you for your time and consideration. You are welcome to come and join us.

Sincerely,

Patti Holdraker

Patti Holdraker
Gananda Rotary Club

May 2006

To Town Supervisor & Board Members,

We want to recognize and compliment Lea Dill and Andrea Colocillo for their outstanding aid and prompt support with a very sick cat who was suffering and in great pain.

Their communication and kindness gave us hope, and ultimately peace, with their galant efforts & genuine concern.

It's not often you find people that care and take action.

We are so grateful & fortunate to have seen their big hearts while tending to this sad & heartbreaking situation with this cat.

We appreciate all they have done for us. They are talented and unique individuals.

We sincerely appreciate their time & assistance.

Many thanks,

Joanna Viced

Mary A. Coster



Human Resources Department
26 Church Street, Lyons, New York 14489

May 7, 2026

Laura Elsbree
Town of Walworth

Dear Laura:

I have received the New Position Duty Statement outlining the duties of the requested position. Upon review of the duties and in accordance with the provisions of Civil Service Law Section 22, the Wayne County Human Resource Department is certifying that the appropriate Civil Service title for the position described is **Senior Account Clerk**. I have enclosed a copy of the approved Civil Service job specification for this position.

Senior Account Clerk is currently listed as part of the HELP Program. The appointing authority may make any appointment as long as the candidate meets the minimum qualifications for this title. Once an appointment is made, you will be required to send a Report of Personnel Change form to Wayne County HR. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brian Sams".

Brian Sams
Human Resources Director

SENIOR ACCOUNT CLERK

DISTINGUISHING FEATURES OF THE CLASS: This is moderately difficult clerical work involving responsibility for independently performing and/or supervising varied account keeping, reviewing and related tasks. The work may require a general understanding of specific law, office rules, procedures and policies. Employees generally follow a prescribed routine and in most cases receive only infrequent general instructions. Unusual problems or situations, not previously encountered, are referred to supervisors before action is taken. Employees in this class may operate or be required to learn to operate data processing or personal computer equipment and appropriate software. Work of employees is checked by immediate supervisors or by another step in the account keeping process. Immediate supervision may be exercised over the work of one or more clerical assistants.

TYPICAL WORK ACTIVITIES: Illustrative only:

- Oversees and classifies a variety of receipts and expenditures, and distributes items according to prescribed procedures;
- Assigns work, reviews and records work done and instructs new employees in specialized account keeping activities;
- Has charge of posting to journal or ledger from a variety of original entry media;
- Reviews and checks account keeping records and reports for arithmetical and clerical accuracy, completeness and proper extension;
- May operate a computer in compiling and processing a variety of financial data;
- Supervises the verifying and reconciling of individual account balances;
- Conducts correspondence on matters where policies and procedures are well defined;
- Issues receipts for monies received;
- Compiles payroll data, prepare and checks payrolls;
- Compiles and prepares labor, material and operational costs records and reports;
- Supervises the processing, sorting, indexing, recording and filing of a variety of control records and reports;
- Is responsible for the preparation and analyzes complex financial and statistical records and reports;
- Operates computing, calculating, check writing and other office machines;
- Assists in the preparation of unit or departmental budget and in maintaining budget control.

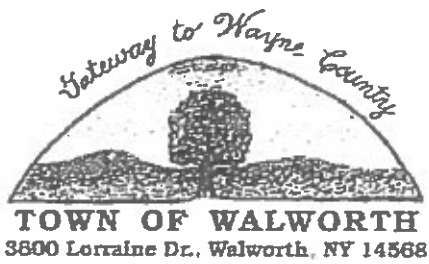
FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of modern methods used in maintaining financial accounts and records; good knowledge of office terminology, procedures and equipment, good knowledge of business English; ability to understand and carry out oral and written directions; ability to plan and supervise work of others; ability to make arithmetic computations rapidly and accurately; ability to write legibly; ability to get along well with others; clerical aptitude; mental alertness; a high degree of accuracy; neatness; integrity; tact and courtesy; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either:

- a. Graduation from high school and two years of experience in maintaining financial accounts and records; or
- b. An Associate Degree in accounting; or
- c. Two years of college with accounting courses; or
- d. Any equivalent combination of experience and training.

SPECIAL NOTE: EDUCATION: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee



Jacqueline VanLare
Town of Walworth
Recreation Director

Date: May 14, 2026

To: Supervisor Elsbree & the Walworth Town Board

Re: Month End Report for April 2026

- Financial Summary for April
 - Recreation Registration Fees \$ 4,539.00
 - Lodge \$ 1,000.00
 - Pavilion \$ 200.00
 - Farm Market Vendor Fees \$ 100.00
 - Dog Park Permits \$ 450.00

Respectfully submitted,

Jacqueline Van Lare
Director of Recreation



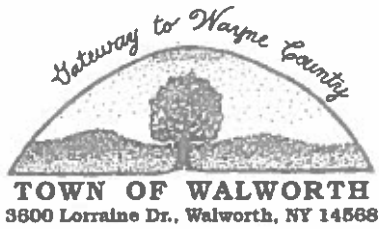
3600 Lorraine Drive
Walworth, NY 14568



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



wa.rec@townofwalworthny.gov
www.townofwalworthny.gov



Parks & Facilities Department
3600 Lorraine Drive, Walworth, NY 14568
Mike Buckley, Parks & Facilities
Superintendent
(315) 986-1400 ext.12
parkssuper@townofwalworthny.gov

May14, 2026,

To: Supervisor Laura Elsbree, Walworth Town Board

Re: Parks & Facilities Monthly Report

This report is for April 1, 2026, through April 30, 2026:

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

Performed minor Town Hall maintenance;

Repaired handicap door button,

Hung a TV in the recreation area,

Stained picnic tables and dog waste box,

Opened Sherburne and Dolomite Parks for the year,

Seasonal staff returned for the year,

Coordinated and oversaw the installation of a new fire and burglary system at the old sewer plant,

Edged sidewalks on Teresa Drive and Johnny Lane,

Opened the Ginegaw Park bathroom,

Began ball field spring renovations,

Hung dugout screens, painted and installed garbage cans,

Put out team benches and bleachers,

Laid out and lined Ginegaw Park and Sherburne soccer fields,

Removed fallen trees at W. Walworth and Lusk Cemeteries,

Located and marked out the location for a new headstone foundation at W. Walworth Cemetery,

March 2026 Sales

Tax ID #	School Code	Street #	Street Name	Prop Class	Sale Date	Sale Price	Prior Owner	New Owner	Mailing Address
61115-00-374288	543401	438	Atlantic	210	3/18/2026	231000	Curtis, Julie	Kuchma, Maryan & Vladimir	438 Atlantic Ave Macedon, NY 14502
61115-00-437172	543401	4305	Cream Ridge	240	3/2/2026	377000	LaFountain, Brian	Waters, William C. Jr & Kelly A	3958 Deer Meadow Run Macedon, NY 14502
61114-19-578113	543002	3417	Dewberry	210	3/31/2026	362500	Thomas, James W	Thomas, Mallory & Remy Franciso Javier	3417 Dewberry Ln Macedon, Ny 14502
62114-00-838483	543401	3736	Downs	210	3/18/2026	285000	Smith, Brian A	Caccamise, Kaitlyn	3736 Downs Rd Walworth, NY 14568
61114-17-167217	264201	257	Farmview	210	3/30/2026	285000	Mintz, Richard B	Lamond, Cody & Reece Wiley	257 Farmview Dr Macedon, NY 14502
62114-00-068991	543002	995	Kuttruff	210	2/2/2026	1	Steele, Gayle D	Steele Revocable Living Trust, Gayle Steele D as Trustee	995 Kuttruff Rd Walworth, NY 14568
61116-00-614065	543401	624	Plank	210	3/2/2026	261800	Bufington, Darren E	Albenese, Amy	624 Plank Rd Macedon, NY 14502
63115-00-909750	543401	2456	Smith Hill	210	2/27/2026	280000	Barnes, Donald T	Panepento, Morgan A. & Christopher Elsbree	2456 Smith Hill Rd Walworth, NY 14568
61114-18-272180	543401	3500	View Pointe	311	3/13/2026	402017	Nathan, Kobi T	Liu, Teresa & Dennis Jeremy	3500 View Pointe Dr Macedon, NY 14502
61114-18-272187	543401	3500	View Pointe	210	3/13/2026	402017	Nathan, Kobi T	Liu, Teresa & Dennis Jeremy	3500 View Pointe Dr Macedon, NY 14502
62113-08-780950	543002	1551	Winterberry	210	3/12/2026	1	Ernst, Travis W	Ernst, Travis & Leighe Dellastua	1551 Winterberry Ct Walworth, NY 14568

April 2026 Sales.XLS

Tax ID #	School Code	Street #	Street Name	Prop Class	Sale Date	Sale Price	Prior Owner	New Owner	Mailing Address
62113-07-725939	543002	1519	Aster	210	4/13/2026	172000	Mehl, Rhonda E Kuchma,	Walsh, Kimberly	82 Aster Ter Walworth, NY 14568
61115-00-374288	543401	438	Atlantic	210	4/20/2026	1	Maryan Edwards, Owen	Kuchma, Maryan V.	438 Atlantic Ave Macedon, NY 14502
61114-19-608081	264201	617	Bayberry	311	4/6/2026	1 G	Edwards, Owen	Desiree	617 Bayberry Ln Macedon, NY 14502
61114-19-605077	264201	617	Bayberry	210	4/6/2026	1 G	Edwards, Owen	Desiree	617 Bayberry Ln Macedon, NY 14502
60116-00-964190	265401	5119	County Line	210	4/14/2026	1	Kariuk, Lana	Lana P Kariuk Revocable Trust, Lana as Trustee	5119 County Line Rd Webster, NY 14580
61114-00-014772	543401	3975	County Line	220	4/29/2026	215000	Williams, Sandra	Merrick, Ryan D.	3290 County Line Rd Macedon, NY 14502
61113-06-392963	264201	429	Everwild	210	4/23/2026	1	Land, William T	Land, William T. & Lindsay	429 Everwild Ln Macedon, NY 14502
63114-05-004808	543401	1747	Greenview	210	4/27/2026	300000	Kress, Urban	Glaser, Michael T. & Linda	1747 Greenview Dr Walworth, NY 14568
61114-19-666032	264201	3358	Heather Brook	210	4/17/2026	430000	Romeika, Matthew A	Dell, Ethan C. & Quartnie	3358 Heather Brook Ln Macedon, NY 14502
61114-00-329106	264201	VL	Mildahn	311	4/1/2026	85000	Callarama, Michael	Crego, Richard	18 Jackson St Lyons, NY 14489
61114-00-316089	264201	VL	Mildahn	311	4/1/2026	85000	Callarama, Michael	Crego, Richard	18 Jackson St Lyons, NY 14489
61114-00-356090	264201	VL	Mildahn	311	4/13/2026	35000	Callarama, Michael	LeCesse Properties LLC,	365 Phillips Rd Webster, NY 14580
61116-00-800753	543401	734	Red Fox	210	3/23/2026	1	Metelenis, George	Metelenis Revocable Trust, Carol Metelenis as Trustee	734 Red Fox Cir Ontario, NY 14519
63114-00-174861	543401	4032	Route 350	240	4/28/2026	1	Franchot, Kenneth J	Franchote Nicole J, Kenneth J & Michael J, & Carla Grove	4032 Route 350 Walworth, NY 14568
61114-00-219514	264201	3772	Stalker	210	4/15/2026	130000	Domaire, David	Domaire, Brian	3772 Stalker Rd Macedon, NY 14502

April 2026 Sales.XLS

62116-00-110584	543401	5424	Swadling	240	4/8/2026	181000	KT Property Holdings LLC,	Maioli, Victor N.	5424 Swadling Rd Ontario, NY 14519
62116-00-111528	543401	VL	Swadling	320	4/7/2026	130000	KT Property Holdings LLC,	Dickinson-Mackin, Joyce	1612 Hennessy Rd Lot 25 Ontario, NY 14519
62116-00-112550	543401	VL	Swadling	314	4/15/2026	120000	KT Property Holdings LLC,	Leckinger, Michael T. & Michael T Jr	743 Clevenger Rd Ontario, NY 14519
62114-20-822109	543002	1586	Sweetbrier	210	3/31/2026	240000	F Haestloop, Karen	Colon, Bryanna & Stacey Bridson	1586 Sweetbrier Ln Walworth, NY 14568
64116-00-062210	543201	2600	Tummonds	323	4/7/2026	1	Vanderwall, Terry A	Vanderwall, Robert J. & Terry	2672 Tummonds Rd Ontario, NY 14519
64116-00-163240	543201	2672	Tummonds	210	4/7/2026	1	Vanderwall, Terry A	Vanderwall, Robert J. & Terry	2672 Tummonds Rd Ontario, NY 14519
62113-08-793983	543002	1553	Wakerobin	210	4/7/2026	240000	M Romell, George	Molino, Colby D.	1553 Wakerobin Ct Walworth, NY 14568
62113-08-814982	543002	1571	Wakerobin	210	4/24/2026	1	Liesegang, Kenneth	Liesegang, Adam	1571 Wakerobin Ct Walworth, NY 14568
63114-15-601483	543401	3745	Wal-Ontario	210	4/22/2026	1	McGurk, John	McGurk, John	3745 Wal-Ontario Rd Walworth, NY 14568
61114-18-447154	264201	3479	West Walworth	210	4/9/2026	380000	S Smith, Michael	Stahrr, Christophe M. & Elizabeth B	3479 West Walworth Rd Macedon, NY 14502
61115-00-882150	543401	4276	West Walworth	210	3/23/2026	1	E Fletcher, Gerald	Fletcher, Revocable Trust	4276 West Walworth Rd Macedon, NY 14502
62114-19-713012	543002	3258	Wildflower	210	4/10/2026	276500	Fico, Dennis	Restelica, Kushtrim	3258 Wildflower Dr Walworth, NY 14568



Municipal Financing. The Smart Way to Acquire Essential Equipment.

Many public agencies are discovering that Municipal Lease/Purchase Financing from Ford Pro™ FinSimple™ is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval.

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- No mileage restrictions
- No maintenance or return provisions
- Access to the latest technologies

Maximize your annual budget by utilizing the lease/purchase program, allowing you the opportunity to purchase more vehicles for a lower upfront cost, have flexible repayment terms, maintain a newer fleet and include upfit/equipment costs in the lease/purchase price.



Data rates may apply.

We're here for you.

If you have questions about Ford Pro FinSimple Municipal Financing, contact your Ford Pro FinSimple Marketing Coordinator by scanning the QR code or by calling 1-800-241-4199. Or simply email us at fcmuni@ford.com.

*Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's-length commercial leasing transaction between you and FMCC. FMCC is acting in its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action, and you should discuss any actions with your own advisors as you deem appropriate.



RE: Ford Maverick



Josh Relyea (jrelyea@vanbortelford.com) <jrelyea@vanbortelford.com>

To highway@townofwalworthny.gov

Onondaga Bid 0010808

Item 7B

Josh Relyea

Fleet Department Manager

Van Bortel Fleet Dept.

P - 585-586-7705



Finance Application for Schedule # 9553300

May 18, 2026

Municipality: Town of Walworth
Dealer: Van Bortel Ford
Attn: Leah Enright

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2026 Ford Maverick	\$29,194.84
Total Asset Cost	\$29,194.84
Underwriting Fee	\$545.00
Amount Financed	\$29,739.84
Number of Payments	3
Payment Timing	Annual
Rate	7.39000
Payment Amount	\$10,627.86

In order to begin the approval process, please email the following document to jgunn26@ford.com:

- The completed Municipal Finance Application (attached).
- Proof of Appropriation (we need ONE of the following):
 - o Board Meeting Minutes showing approval of vehicle(s) purchase
 - o Approval of Budget with the Budget line item highlighted
 - o Letter on your letterhead stating the vehicles are approved for purchase
- The most recent Audited Financial Statement

The rate on this deal will expire on 7/13/2026. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Jessica Olson

Jessica Olson
Marketing Coordinator
jgunn26@ford.com
1-800-241-4199, press 1



May 19, 2026

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

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

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 the existing storage building 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.

On March 31, 2026, 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).

Following the site visit, a proposal dated April 9, 2026 was submitted to the Town to perform a condition assessment for all three (3) buildings. However, based on a request following the Town's Board Meeting on May 7, 2026, this proposal has been revised to only include the Storage Building.

It is our understanding that the Town desires a condition assessment of the Storage Building to identify potential structural deficiencies to assist with the decision making for future potential re-use.

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 the Storage Building. The site visit will be coordinated by MRB Group and performed by a licensed structural 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 will 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 will include a condition assessment report describing the building (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 building is unknown and will therefore not be considered.

Total Compensation.....\$6,700 (Storage Building Only)

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.

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_Revised \(2026-05-12\).docx](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_Revised (2026-05-12).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.