

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

Presiding Supervisor Marini called the regularly scheduled Town Board Meeting, County of Wayne, State of New York, held at the Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY to order at 7:30 PM with the Pledge to the Flag.

PRESENT:

Patricia Marini	Supervisor
Larry Ruth	Councilman
Judy Markowski	Councilwoman
Susie Jacobs	Town Clerk

ABSENT:

Vaughn Pembroke	Councilman
Suzi Hawkins-Mance	Councilwoman
Michael Frederes	Highway Superintendent

OTHERS PRESENT: Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Newspaper Reporter, and six (6) attendees.

MS4 PRESENTATION:

Mr. Mike Simon, BME Associates gave a brief overview of the Municipal Separate Storm Sewer System (MS4) for the Town of Walworth. Walworth is one of nine (9) members in the Ontario-Wayne Stormwater Coalition which was established in 2009. Mr. Simon presented Council members with: Model Stormwater Management Program Plan, dated January 2009; Town of Walworth Permit, which expires April 30, 2015; and MS4 Annual Report for their review. It was recommended that the Town keep very good records because DEC will be auditing these within the next several years. The Coalition invited Council members / Officials to attend their meetings on the third Tuesday of every month at 9:30 AM at the Victor Town Hall. Documents will be filed with the Town Clerk.

MINUTES:

Motion by Councilman Ruth that the Minutes of June 5, 2014, Meeting be approved as submitted by the Town Clerk.

Seconded by Councilwoman Markowski.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

PUBLIC PARTICIPATION:

Mr. Jeff Wagner, resident from West Walworth Road, addressed the Board with regards to a letter he received from the Town stating they would have to get rid of their pets (chickens). One of his questions was, what is the procedure to revise the current Town Code? Supervisor Marini explained the Town's procedures to enforce Town Code; explained the establishment and purpose of the Master Plan Committee; requirements for a public hearing vs. a petition.

Supervisor Marini indicated other residents have brought their concerns and this section of the Town Code will be given consideration by the Master Plan Committee that will reconvene in August. Resident was thanked.

RESOLUTION 147-14 AUTHORIZING THAT A “HOLD” IS PLACED ON THE CODE VIOLATION FOR PROPERTY AT 3806 WEST WALWORTH ROAD UNTIL THE MASTER PLAN COMMITTEE HAS EVALUATED:

Discussion ensued.

Councilman Ruth offered the following Resolution 147-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

BE IT RESOLVED, that a “Hold” is placed on the Town Code Violation for property at 3806 West Walworth Road until the Town Master Plan Committee has evaluated the Code.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

SUPERVISOR’S REPORT:

Motion by Councilman Ruth to accept as presented the Supervisor’s Report for, May 2014.

Seconded by Councilwoman Markowski.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

COMMITTEE REPORTS:

Council members reported on their respective committees with the following Town Board actions:

CEMETERY - RESOLUTION 145-14 AUTHORIZING TOWN SUPERVISOR SIGN THE ESTIMATE NO. 17 FROM MICHIELSON LAWN AND LANDSCAPE FOR TRIMMING OF TREES AT BAKER ROAD CEMETERY:

Councilwoman Markowski offered the following Resolution 145-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

The following was submitted:

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Michielson Lawn & Landscape
3261 Sherwood Dr
Walworth, NY 14568

Phone # 585.750.8830 andrewmichielson@gmail.com

Estimate

Date	Estimate #
6/12/2014	17

Name / Address
Town of Walworth- Cemeteries
3600 Lorraine Dr
Walworth, NY 14568

			Project
Description	Qty	Rate	Total
Trimming of trees at Baker Road Cemetery (about 2- 3 hours)	3	35.00	105.00T
Subtotal			\$105.00
Sales Tax (0.0%)			\$0.00
Total			\$105.00

BE IT RESOLVED, to authorize Town Supervisor to sign the Estimate No. 17 from Michielson Lawn and Landscape for trimming of trees at Baker Road Cemetery from A8810-42 as submitted for an amount not to exceed \$105.00.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

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BUILDING – RESOLUTION 148-14 AUTHORIZE THE BUILDING INSPECTOR TO PURCHASE THE COMPLETE SET OF NFPA CODES AND STANDARDS FROM NATIONAL FIRE CODES SUBSCRIPTION SERVICE:

Councilwoman Markowski offered the following Resolution 148-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

BE IT RESOLVED, that Norman Druschel, Building Inspector, is authorized to purchase the complete set of NFPA Codes and Standards from National Fire Codes Subscription Service, this is a budgeted item from A3620.21 for an amount of \$1,295.00 plus shipping.

Adopted this 19th day of June 2014 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

OTHER BUSINESS:

RESOLUTION 144-14 AUTHORIZE MEMBERSHIP AND REGISTRATION FOR LARRY RUTH TO ATTEND NYS GOVERNMENT FINANCE OFFICERS' ASSOCIATION, INC. – WESTERN REGION SUMMER SEMINAR ON JULY 17, 2014, HELD IN BATAVIA, NY, FROM A1010.41:

Councilman Ruth offered the following Resolution 144-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

BE IT RESOLVED, authorizing membership and registration for Larry Ruth, Councilman, to attend the New York State Government Finance Officers' Association, Inc., – Western Region Summer Seminar on July 17, 2014, held in Batavia, NY, from budgeted line A1010.41 for an amount not to exceed \$155.00.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 137-14 – ABSTRACT #6 – APPROVAL:

Councilman Ruth offered the following Resolution 137-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

The following was submitted:

To: Walworth Town Board
 From: Jean Johnson, Town Comptroller
 Date: 19-Jun-14
 Re: Abstract #6

Attached please find a copy of the Abstracts by Fund. I have audited all claims and will be transferring funds to cover payments by Fund as follows:

Vouchers Numbers #807-995

General Fund	\$62,690.41
Highway Fund	\$112,765.81
Sewer Fund	\$23,624.24
Park Special Revenue Fund	\$4,310.61
Walworth Light District	\$484.18
Harvest Hill Light District	\$466.15
Gananda Light District	\$1,078.24
Brookside Light District	\$11.29
Orchard View Light District	\$121.89
Water Ext. #17 County Line	\$170.00
Consolidated Drainage	\$2,140.00

Total Abstract #6 Payments	\$207,862.82
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Voucher Numbers #78-106

Trust & Payroll	\$32,822.06
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Checks will be issued on June 20, 2014

Checks Reviewed Prior To Mailing 6/20/14 _____

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 138-14 ADOPTION OF THE TOWN OF WALWORTH BOMB THREAT POLICY TO THE TOWN POLICY AND PROCEDURE MANUAL:

Supervisor Marini asked if Council members had any changes / corrections to the "draft". No one offered any comments.

Councilwoman Markowski offered the following Resolution 138-14 and moved its adoption.

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Seconded by Councilman Ruth to wit:
The following was submitted:

Town of Walworth
Bomb Threat Protocol

This bomb threat protocol is intended only as a general guide for dealing with bomb threats. The ultimate decision on how to handle a bomb threat must be made the local law enforcement agency.

The Town Board shall be responsible for adopting procedures in response to a bomb threat. This should include procedures and personnel who will be responsible for notifying other departments that share the building with the department that received the threat. These procedures should be part of an overall emergency response plan that is activated in response to any given emergency situation.

The responding law enforcement agency will probably request assistance from someone who is knowledgeable about the building layout to assist in searching the building. The Town Supervisor or designee will assist in this assessment, but each department head should recruit volunteers to assist if required.

INTRODUCTION:

PURPOSE

To promulgate procedures for preparation and response to bomb threats in the Town of Walworth buildings by identifying a clear chain of command and chain of communications in order that a determination can be made as to how a response is made. These procedures define a bomb threat and identify appropriate levels of training for Town of Walworth Employees.

DEFINITION OF BOMB THREAT:

Any telephone call, written correspondence, suspicious item and/or hazardous device, which due to information received, threat or circumstances suggests, implies or confirms that an explosive device is, or may be, in place which could result in loss of life or property.

Proper planning and prudent actions are necessary to protect the safety of employees and the public. Therefore, it is critically important that Town employees have a consistent plan of action to deal with threat of bombs and explosive materials. No bomb threat should be treated as a hoax when it is first received. The Town has an obligation and responsibility to ensure the safety and protection of employees and the public upon receipt of any bomb threat.

Prudent action is dependent upon known information about the bomb threat – locations, if any; time of detonation; etc. If the bomb threat is targeted at a Town parking lot or the front of a building, evacuation may not be the appropriate response. If the bomb threat indicates that a bomb is in the building, then evacuation may be necessary.

A. PROCEDURES:

Bomb Threat Telephone Card will be provided to Town Employees. The department head and appropriate staff will review this card, and the cards will be placed under those telephones identified by the department head (Appendix 1).

Anyone receiving information about a bomb threat – by way of telephone, written note or through observing suspicious object, must immediately notify their supervisor or his/her designee as described by department procedures. Employees must proceed as if the threat is real. Most bombs are homemade and the probability of finding a bomb that works like the stereotypical bomb is almost nonexistent.

Therefore the department head or designee is to notify 911 and initiated planned actions to move all occupants out of harm's way. Bomb threat information is not to be treated as a hoax and an official search must be conducted.

WRITTEN BOMB THREAT

If a written bomb threat is received, the handling of the note and its envelope should be kept to an absolute minimum since it will be used as evidence in the criminal investigation. Fingerprints will be taken from the note to help determine its source. If the note is contaminated with fingerprints of the recipients, the value of this evidence will be significantly compromised.

- 1) Place the document in a safe place and do not handle it further
- 2) Do not allow anyone else to handle document
- 3) Save all associated matter such as the envelope
- 4) Immediately notify your supervisor

MAIL BOMBS/SUSPICIOUS PACKAGES

Mail bombs have been contained in letters, books, and parcels of varying sizes, shapes and colors. Police agencies have provided the following characteristics and instructions regarding mail bombs:

- ✓ Letter bombs may feel rigid, appear uneven or lopsided, or are bulkier than normal.
- ✓ The container is irregularly shaped, asymmetrical and has soft spots and bulges.
- ✓ There may be oil stains on the wrapper. The wrapper may emit a peculiar odor.
- ✓ The package may be unprofessionally wrapped and be endorsed with phrases such as "Fragile – Handle with Care", "Rush – Do Not Delay". "To Be Opened in the Privacy of _____", "Prize Enclosed", or "Your Lucky Day is Here."
- ✓ There may be cut and paste lettering on the address label.
- ✓ The package may have no postage or non-cancelled postage.
- ✓ The package may emit a buzzing or ticking noise.

A suspect letter or package may arrive immediately before or after a telephone call from an unknown person asking if the item was received.

If you suspect a letter or package of being a bomb:

- DO NOT open or squeeze the envelope or package
- DO NOT pull or release any wire, string or hook.
- DO NOT turn or shake the letter or package.
- DO NOT put the letter or package in water or near heat.
- DO NOT touch the letter or package, thereby comprising fingerprint evidence.

- DO move people away from the suspected envelope or package
- DO notify 911.
- DO activate your emergency plan for dealing with bombs.

SUSPICIOUS ITEM FOUND

- 1) A suspicious item is any object, package or device which due to information received, threat or circumstances under which it was found, suggests it could contain explosives (Appendix 2).
- 2) Examples of a suspicious package could be a briefcase, box or object making a strange noise is out of place or does not belong in area.
- 3) Mail addressed to unknown person(s) following a threat.
 - (a) Do not touch or move a suspicious package.
 - (b) Notify supervisor immediately.
 - (c) Secure and mark area as you leave

TELEPHONE BOMB THREATS

Handling a telephone bomb threat requires training and preparation for the person answering the call. The bomb threat caller is the best source of information about the bomb. Therefore, it is important to remain calm and try to get as much information as possible about the bomb from the person on the telephone. (See appendix 1). If possible, the person who answers the call should signal co-workers of the threatening call while the call is in progress. It is also desirable that more than one person listen in on the call.

1. Be calm.
2. Keep caller on the line (they are the best source of information)
3. The Bomb Threat Card will help you organize your thoughts, ask appropriate questions and document information concerning the threat.
4. If location and detonation time of bomb is not given, ask for this information.
5. Note exact time of call on which telephone extension it was received.
6. With or without the Bomb Threat Card, be sure to ask:
 - ❖ WHEN is the bomb going to explode?
 - ❖ WHERE exactly is the bomb located?
 - ❖ WHAT does the bomb look like?
 - ❖ WHY was bomb placed?

Other information that should be noted include: the time of the call; language used by the caller; gender and approximate age of call (child or adult); speech characteristics (slow, fast, loud, soft, disguised, intoxicated, accented, etc.), and any noticeable background noises such as music, motors running or street traffic.

IF CALLER IS NOT CLEAR, ASK HIM /HER TO REPEAT.

BOMB THREAT RESPONSE ACTIONS

Three basic alternatives exist in responding to a bomb threat:

- ❖ Take no action
- ❖ Evacuate immediately

❖ Search and evacuate if necessary

The preferred course of action is to initiate a search and evacuate the building if a suspicious or hazardous device is found. Each threat must be assessed and appropriate action taken as warranted by the circumstances and/or threat level posed.

If the bomb threat indicates that an explosive has been placed outside the building, sheltering may be the most appropriate course of action. If the threat indicated that the device is in the building or in non-descript in nature, building evacuation procedures should be immediately activated.

Building plans should establish a process for determining who will be responsible for performing an initial search of the stairwells, lobby, entrances, exits and evacuation areas for suspicious objects. The immediate checking of these areas prior to evacuation is necessary so that a safe and expeditious evacuation may proceed. Simultaneously, all employees should take a quick look around their work areas for any suspicious items. Suspicious items found must be left along and must be immediately reported to supervisor/department head. Under no circumstances are employees to touch or move any suspect items.

Based upon information known or not known about a bomb threat, and after it has been determined that reasonably safe passage of employees and other occupants can be made to exit the building, an evacuation can begin.

- Persons evacuating buildings should remain calm and orderly in order to prevent panic and confusion, which may result in an increased evacuation time, endangering lives, and increasing the chance of injuries occurring.
- Take your personal items (coats, handbags, lunch boxes, etc.) with you.
- If away from your work area, evacuate building; do not return to work area.
- DO not use phones, radios, cellular phones.
- Do not turn electric switches on or off.
- Each Department Head is responsible for maintaining a contingency plan to assure critical services provided by the department are maintained.
- Elevators are not used for evacuation purposes.
- Employees are to proceed to a designated safe evacuation assembly area. After accounting for all staff, the department head will wait to receive instructions from law enforcement personnel. Designated evacuation areas should not be located near areas of incoming emergency responders.

RE-OCCUPANCY OF A BUILDING

After a bomb search has been conducted by or with law enforcement, a decision will be made to re-enter the building.

BOMB THREAT TRAINING

Town of Walworth Employees should receive training on this protocol. This should include:

- 1) Bomb threat protocol
- 2) Evaluating the threat
- 3) Available resources
- 4) Exercises

TOWN OF WALWORTH CALL TAKER
BOMB THREAT REPORTPLACE THIS CARD
UNDER YOUR TELEPHONE

QUESTIONS TO ASK:

1. When is the bomb going to explode?
2. Where is it right now?
3. What does it look like?
4. What kind of bomb is it?
5. What will cause it to explode?
6. Did you place the bomb?
7. Why?
8. What is your address?
9. What is your name?

EXACT WORDING OF THE THREAT:

Sex of caller: _____ Race: _____

Age: _____ Length of call: _____

Date: _____

Name: _____

Position: _____

Phone Number: _____

Number at which call is received:

Time: _____ Date: _____

CALLER'S VOICE:

_____ Loud	_____ Soft
_____ High	_____ Deep
_____ Intoxicated	_____ Disguised
_____ Calm	_____ Angry
_____ Fast	_____ Slow
_____ Stutter	_____ Nasal
_____ Accent (type) _____	
_____ Other Characteristics: _____	

If voice is familiar, who did it sound like?

BACKGROUND SOUNDS:

- Voices
- Quiet
- Animals
- Street Traffic
- Office Machinery
- Other _____
- Airplanes
- Trains
- Music
- Factory Machinery

THREAT LANGUAGE

- Well Spoken (educated)
- High
- Intoxicated
- Calm
- Fast
- Stutter
- Deep
- Disguised
- Angry
- Slow
- Nasal

BE IT RESOLVED, the Town of Walworth Bomb Threat Policy be adopted and become effective immediately.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 139-14 AUTHORIZING TOWN COMPTROLLER TO ESTABLISH EXPENSE LINE A5010.45 WALWORTH IDA FROM GENERAL FUND BALANCE AUTHORIZED WITH RESOLUTION 97-13 FOR AN AMOUNT NOT TO EXCEED \$40,000.00:

Councilman Ruth offered the following Resolution 139-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

BE IT RESOLVED, that the Town Comptroller is authorized to establish Expense Line A5010.45 Walworth IDA from General Fund Balance Authorized with Resolution 97-13 for an amount not to exceed \$40,000.00.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 140-14 AUTHORIZING TOWN COMPTROLLER TO TRANSFER FROM HIGHWAY FUND BALANCE \$12,924.00 TO ESTABLISH EXPENSE LINE DA5148.42 NYS WINTER RECOVERY PROGRAM, TO EXPEND FUNDS; AND TO ESTABLISH INCOME LINE DA2320 NYS WINTER RECOVERY PROGRAM TO RECEIVE FUNDS FROM NYS:

Councilwoman Markowski offered the following Resolution 140-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

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BE IT RESOLVED, that the Town Comptroller is authorized to Transfer from Highway Fund Balance \$12,924.00 to establish Expense Line DA5148.42 NYS Winter Recovery Program, to expend funds; and to establish Income Line DA2320 NYS Winter Recovery Program to receive funds from NYS.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 141-14 AUTHORIZING TOWN COMPTROLLER TO ESTABLISH NEW DISTRICT EXPENSE LINE SW1-1380.41 FOR WATER EXTENSION #1:

Councilman Ruth offered the following Resolution 141-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

BE IT RESOLVED, that the Town Comptroller is authorized to establish a New District Expense Line SW1-1380.41 for Water Extension #1 in the amount of \$2,000.00.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

RESOLUTION 142-14 ADOPTION OF THE TOWN OF WALWORTH FIXED ASSET POLICY TO THE TOWN POLICY AND PROCEDURE MANUAL:

Councilman Ruth offered the following Resolution 142-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

The following was submitted:

Town of Walworth
Fixed Asset Policy

Policy

It is the policy of the Town to maintain accountability over all tangible fixed assets having a life exceeding of two years and costing \$1500.00 or more. The Town Comptroller shall maintain asset records provided by the Town departments, such records to be verified by a physical inventory at least once a year by each department.

Purpose: A fixed asset inventory system gathers information allowing preparation of financial statements in accordance with generally accepted accounting principles. The

accounting system should provide a record of capital assets obtained over the years that are still in service and identify the funding source for the purchase and/or construction of those assets.

General: Assets in the system include all land, buildings, machinery and equipment valued at \$1500.00 or more and a useful life of at least two years (except Land which is always reported). Assets with an original unit cost of less than the threshold of \$1500.00 or less than a useful life of two years will not be contained in the inventoried asset records. These Assets will be inventoried and/or monitored at the department level by each Department Head. These assets will not be included for financial reporting. (Computer Equipment includes the total purchase price plus any software purchased)

Responsibility of Department Heads: On an annual basis the Town Comptroller will supply Department Heads a preliminary worksheet as of December 31st of the prior year. Each department will notify the Comptroller of any additions, deletions, interdepartmental transfers or modifications that are not reflected on the preliminary list.

Asset Identification: All machinery and equipment, vehicles and furniture will be assigned an identification number and a fixed asset tag. The assigned number will follow the asset throughout its life in the fixed asset system. Each department should maintain a register of ID numbers that identify assets under their control. Land, Land Improvements and Buildings will use the legal address for identification. Vehicles will use their VIN for identification purposes.

Infrastructure Assets: (roads, sewer/water lines, etc.) This inventory will be maintained by the Highway and Sewer Superintendents. Improvements, repairs and additions will be updated annually and a copy forwarded to the Comptroller for financial reporting.

Depreciation and useful life: The estimated useful lives:

Buildings	40 years
Improvements; Parking Lots	20 years
Sanitary Sewer System	20 years
Roads, Sidewalks, Curbing, Light Systems, Gutters	10 years
Machinery and Equipment	4 to 15 years

Asset lives will be adjusted as necessary depending on the present condition and use of the Asset based on how long the asset is expected to meet current service demands. Adjustments should be properly documented. Depreciation is computed using the straight-line method over the estimated useful live.

Deletions: Assets previously acquired will eventually be disposed of and need to be deleted from the Fixed Asset Inventory. Deletion may be required due to a sale of the asset, scrapping, lost or stolen or involuntary conversion (fire, flood, etc.). Due to the monetary value, assets deleted from the fixed asset inventory, whatever the reason, will require authorization from both the Department Head and the Town Supervisor.

BE IT RESOLVED, the Town of Walworth Fixed Asset Policy be adopted and become effective immediately.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

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**RESOLUTION 143-14 AUTHORIZING TOWN SUPERVISOR TO SIGN THE
CLEANING SERVICES AGREEMENT WITH SQUEAKY CLEAN CLEANERS
FOR CLEANING THE TOWN HALL OFFICES, LIBRARY & GINEGAW
LODGE:**

Councilwoman Markowski offered the following Resolution 143-14 and moved its adoption.

Seconded by Councilman Ruth to wit:

The following was submitted (Walworth Town Offices and Library):

CLEANING SERVICES AGREEMENT

TOWN OF WALWORTH OFFICES AND LIBRARY

3600 LORRAINE DRIVE

WALWORTH, NY 14568

This agreement made between The Town of Walworth a Government organized and existing under the laws of the State of New York, with its principal offices located at 3600 Lorraine Drive, Walworth, NY 14568 in Wayne County, New York, referred to herein as the Town of Walworth, and Squeaky Clean Cleaners, a corporation organized and existing under the laws of the State of New York with its principal office located at 8980 Crescent Beach, North Rose, NY 14590 in Wayne County, New York, referred herein as Squeaky Clean cleaners.

Whereas Squeaky Clean provides commercial and institutional contract cleaning services on a continuing basis; and

Whereas, the Town of Walworth desires Squeaky Clean to supply cleaning services at 3600 Lorraine Drive, Walworth NY 14568,

Whereas Squeaky clean agrees to perform these services for the Town of Walworth under the terms and conditions set forth in this contract.

Now therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services as described in EXHIBIT A attached hereto and Start Date of Agreement.**
Start date shall be as mutually agreed between the Town of Walworth and Squeaky Clean beginning on _____, 2014 and ending on _____, 2015.
2. **Employees, Taxes, and the Like**
 - A. All personnel furnished by Squeaky clean will be employees of Squeaky Clean.
 - B. Squeaky Clean will pay all salaries, expenses, federal and state tax withholding amounts, social security, federal and state unemployment taxes, disability insurance and any other similar payroll taxes relating to these employees.
 - C. Squeaky Clean will carry all required insurances including a fidelity bond for its employees as specified in this agreement.
 - D. Squeaky Clean will be considered, for all purposes, an independent contractor.
 - E. Squeaky Clean will not, directly or indirectly, act as an agent, servant or employee of the Town of Walworth, or make any commitments or incur any liabilities on behalf of the Town of Walworth without express written consent signed by a designated authorized official of the Town of Walworth.
 - F. Squeaky Clean will provide at no additional expense to the Town of Walworth, all cleaning supplies and equipment necessary to provide the services as described in Exhibit A.

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3. **Safeguards**
 - A. Squeaky Clean will provide all proper safeguards, and shall assume all risk incurred, in performing the services as described in Exhibit A.
4. **Insurance**

Squeaky Clean will provide all insurance coverage as set forth in this section and deliver to the Town of Walworth certificates of such insurance as required.

 - A. Comprehensive liability insurance.
 - B. W9 Form.
 - C. Fidelity Bond.
 - D. Workers Compensation Insurance if required or certification of attestation that Workers Compensation Insurance is not required.
5. **Responsibility for Cleaning**

Without limiting the responsibility of Squeaky Clean for the proper conduct of its personnel and the services to be provided under this contract, any requests for additional services shall be in writing from the authorized official of the Town of Walworth with the understanding that costs for such additional services are not included in this agreement and will be invoiced separately.
6. **Supervision of Personnel**
 - A. Squeaky clean is responsible for the direct supervision of its personnel through its designated representatives.
 - B. Squeaky Clean representatives will be available at all reasonable times to discuss problems and schedule meetings when required with the designated authorized designated officials of the Town of Walworth with respect to services rendered.
7. **Efficiency of Employees**
 - A. Squeaky Clean agrees the services to be provided under this agreement will be performed by qualified, careful and efficient employees in strict conformity with the best practices and highest applicable standards of the cleaning industry.
 - B. Squeaky Clean agrees that, upon request by the Town of Walworth to remove any employees who, in the opinion of the Town of Walworth, conducting themselves in an improper and unacceptable manner or are not performing the services to the standards defined under the terms of this agreement.
8. **Hiring of Employees of Contractor**

During the term of this agreement, and for a period not exceeding one year after the termination of this agreement, the Town of Walworth will not directly hire to provide cleaning services for the Town of Walworth any person employed by Squeaky Clean at the time of the contract termination.
9. **Payment for Services**
 - A. In exchange for performance of services, the Town of Walworth shall make payment to Squeaky Clean for services provided under this agreement at the rate of \$70.00 per day services were provided, payable not later than ten (10) days after the third Thursday of each month provided the invoices are in the office of the Comptroller of the Town of Walworth not later than noon on the Friday before the third Thursday of the month.
 - B. The Town of Walworth will notify Squeaky Clean in writing of any changes in the use of the areas covered by this agreement, change in furnishings, flooring materials, and any other areas and or surfaces to be cleaned which are covered under this agreement.
10. **Performance of Services**

Squeaky Clean shall perform all services required under this agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

11. Termination of Agreement and other Notices

This agreement shall continue in effect for one year from the "Start" date as set forth in Section 1 entitled "Services as described in EXHIBIT A as attached hereto and Start Date of the Agreement unless said agreement is terminated by either party by providing a 30 day written notice to the other party and delivered by Certified Mail with Return Receipt at the address of each party set forth above, or such other address as the party may advise the other party in writing from time to time.

12. No Waiver

Failure by either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Governing Law

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

14. Entire Agreement

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

15. Modification of Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing and signed by each authorized official of each party.

16. Assignment of Rights

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. In this agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

Squeaky Clean Cleaners

Town of Walworth

Title:

Title:

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

Exhibit A.

**Squeaky Clean Residential & Commercial
Cleaners**

PO Box 122 Wolcott NY 14590

Call us: 585-733-2371

Town of Walworth Building and library, Monday thru Friday cleaning 52 Week Bid:

- Total cost per cleaning town offices and library \$70.00 per cleaning
- Squeaky clean will not charge for holidays and closings do to in climate weather
- All employees are back ground checked and drug tested. Drug testing is also done periodically
- Squeaky Clean cleaners is fully insured and bonded
- Squeaky clean will provide proof of the insurance and fidelity bond
- Squeaky Clean will provide back ground checks and results of the drug tests on the employees cleaning there establishment if requested
- Squeaky Clean will bill at the end of each month only on days cleaning was performed

Squeaky Clean will perform the following services:

1. Canister vacuum and rag mop with appropriate tile cleaner daily, change mop water regularly to give a clean tile look. Use crevasse tool to get base boards and nooks and crannies
2. Canister vacuum all office carpets, walk off mats, library carpet and court room daily
3. Roll up mats as needed due to inclement weather and mop under mat area
4. Wash all office glass, interior windows, all entrance way windows as needed, exclude exterior windows and perimeter windows
5. Feather dust all offices, library, and court room as needed, wipe coffee rings, stains off desks as needed. Will not feather dust desks with papers on them
6. Sanitize all door knobs, entrance handles, railings, light switches daily
7. Canister vacuum and use a crevasse tool on all bathroom floors, behind toilets, underneath outside rim of toilets to remove dust, hair daily
8. Sanitize inside of toilet bowls, sanitize seat, top and flush handles daily
9. Windex mirrors, sanitize all faucets, shine and remove water stains, shine chrome
10. Vacuum ceiling fan grates on ceilings in bathrooms as needed

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

11. Every two weeks add one cup of bleach with water to floor drains in bathrooms
12. Dump all trash and recyclables daily. Trash goes to garbage dumpster and recyclables go to recyclable bin
13. Replace trash liners as needed to save money
14. Break room, wipe down table, and remove spilled food, coffee rings and stains. Clean sinks, remove water stains, shine and sanitize chrome daily, clean microwave if needed. Clean window sills, vacuum and mop floor daily
15. Sanitize all drinking fountains, remove water spots, shine chrome
16. Clean all wood, tables, desk tops if needed in the court room, library, and offices

Squeaky Clean will take pride to do the best possible job. We thank you for putting your trust company.

Thank you for the opportunity. Tom Lewis Owner



****It's not just clean it's SQUEAKY CLEAN****

The following was submitted (Walworth Ginegaw Lodge):

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

CLEANING SERVICES AGREEMENT

TOWN OF WALWORTH LODGE

3600 LORRAINE DRIVE

WALWORTH, NY 14568

This agreement made between The Town of Walworth a Government organized and existing under the laws of the State of New York, with its principal offices located at 3600 Lorraine Drive, Walworth, NY 14568 in Wayne County, New York, referred to herein as the Town of Walworth, and Squeaky Clean Cleaners, a corporation organized and existing under the laws of the State of New York with its principal office located at 8980 Crescent Beach, North Rose, NY 14590 in Wayne County, New York, referred herein as Squeaky Clean cleaners.

Whereas Squeaky Clean provides commercial and institutional contract cleaning services on a continuing basis; and

Whereas, the Town of Walworth desires Squeaky Clean to supply cleaning services at “The Lodge” (located in Ginegaw Park) as part of the Town of Walworth property with a mailing address of 3600 Lorraine Drive, Walworth NY 14568,

Whereas Squeaky clean agrees to perform these services for the Town of Walworth under the terms and conditions set forth in this contract.

Now therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services as described in EXHIBIT B attached hereto and Start Date of Agreement.**
Start date shall be as mutually agreed between the Town of Walworth and Squeaky Clean beginning on _____, 2014 and ending on _____, 2015.

2. **Employees, Taxes, and the Like**
 - A. All personnel furnished by Squeaky clean will be employees of Squeaky Clean.
 - B. Squeaky Clean will pay all salaries, expenses, federal and state tax withholding amounts, social security, federal and state unemployment taxes, disability insurance and any other similar payroll taxes relating to these employees.
 - C. Squeaky Clean will carry all required insurances including a fidelity bond for its employees as specified in this agreement.
 - D. Squeaky Clean will be considered, for all purposes, an independent contractor.
 - E. Squeaky Clean will not, directly or indirectly, act as an agent, servant or employee of the Town of Walworth, or make any commitments or incur any liabilities on behalf of the Town of Walworth without express written consent signed by a designated authorized official of the Town of Walworth.
 - F. Squeaky Clean will provide at no additional expense to the Town of Walworth, all cleaning supplies and equipment necessary to provide the services as described in Exhibit A.

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

3. **Safeguards**
 - A. Squeaky Clean will provide all proper safeguards, and shall assume all risk incurred, in performing the services as described in Exhibit A.
 4. **Insurance**

Squeaky Clean will provide all insurance coverage as set forth in this section and deliver to the Town of Walworth certificates of such insurance as required.

 - A. Comprehensive liability insurance.
 - B. W9 Form.
 - C. Fidelity Bond.
 - D. Workers Compensation Insurance if required or certification of attestation that Workers Compensation Insurance is not required.
 5. **Responsibility for Cleaning**

Without limiting the responsibility of Squeaky Clean for the proper conduct of its personnel and the services to be provided under this contract, any requests for additional services shall be in writing from the authorized official of the Town of Walworth with the understanding that costs for such additional services are not included in this agreement and will be invoiced separately.
 6. **Supervision of Personnel**
 - A. Squeaky clean is responsible for the direct supervision of its personnel through its designated representatives.
 - B. Squeaky Clean representatives will be available at all reasonable times to discuss problems and schedule meetings when required with the designated authorized designated officials of the Town of Walworth with respect to services rendered.
 7. **Efficiency of Employees**
 - A. Squeaky Clean agrees the services to be provided under this agreement will be performed by qualified, careful and efficient employees in strict conformity with the best practices and highest applicable standards of the cleaning industry.
 - B. Squeaky Clean agrees that, upon request by the Town of Walworth to remove any employees who, in the opinion of the Town of Walworth, conducting themselves in an improper and unacceptable manner or are not performing the services to the standards defined under the terms of this agreement.
 8. **Hiring of Employees of Contractor**

During the term of this agreement, and for a period not exceeding one year after the termination of this agreement, the Town of Walworth will not directly hire to provide cleaning services for the Town of Walworth any person employed by Squeaky Clean at the time of the contract termination.
 9. **Payment for Services**
 - A. In exchange for performance of services, the Town of Walworth shall make payment to Squeaky Clean for services provided under this agreement at the rate of \$40.00 per day (once a week on Wednesday) services were provided, payable not later than ten (10) days after the third Thursday of each month provided the invoices are in the office of the Comptroller of the Town of Walworth not later than noon on the Friday before the third Thursday of the month.
 - B. The Town of Walworth will notify Squeaky Clean in writing of any changes in the use of the areas covered by this agreement, change in furnishings, flooring materials, and any other areas and or surfaces to be cleaned which are covered under this agreement.
-

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

10. **Performance of Services**

Squeaky Clean shall perform all services required under this agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.

11. **Termination of Agreement and other Notices**

This agreement shall continue in effect for one year from the "Start" date as set forth in Section 1 entitled "Services as described in EXHIBIT A as attached hereto and Start Date of the Agreement unless said agreement is terminated by either party by providing a 30 day written notice to the other party and delivered by Certified Mail with Return Receipt at the address of each party set forth above, or such other address as the party may advise the other party in writing from time to time.

12. **No Waiver**

Failure by either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. **Governing Law**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

14. **Entire Agreement**

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

15. **Modification of Agreement**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing and signed by each authorized official of each party.

16. **Assignment of Rights**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. In this agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

Squeaky Clean Cleaners

Town of Walworth

Title:

Title:

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

Exhibit B.

**Squeaky Clean Residential & Commercial
Cleaners**

PO Box 122 Wolcott NY 14590

Call us: 585-733-2371

Town of Walworth Lodge: Every Wednesday only, cleaning 52 Week Bid:

- Total cost per cleaning for lodge \$40.00 per cleaning
- Squeaky clean will not charge for holidays and closings do to in climate weather
- All employees are back ground checked and drug tested. Drug testing is also done periodically
- Squeaky Clean cleaners is fully insured and bonded
- Squeaky clean will provide proof of the insurance and fidelity bond
- Squeaky Clean will provide back ground checks and results of the drug tests on the employees cleaning the establishment
- Squeaky Clean will bill at the end of each month only for days cleaning was performed

Squeaky Clean will perform the following services:

1. Canister vacuum and rag mop with tile cleaner on all tiled floors, change mop water regularly to give and leave a clean look.
2. Parts of the cement floors in the main room are exposed and missing sealer. Could be subject to staining, will research to see and then use what is best on exposed cement floors to remove grime
3. Wash all glass, interior windows, all entrance way windows as needed, exclude exterior windows and perimeter
4. Feather dust all sills, fireplace, remove cobwebs.
5. Sanitize all door knobs, entrance handles, light switches daily
6. Canister vacuum and use a crevasse tool on all bathroom floors, behind toilets, underneath outside rim of toilets to remove dust, hair daily
7. Sanitize inside of toilet bowls, sanitize seat, top and flush handles daily
8. Windex mirrors, sanitize all faucets, shine and remove water stains in sinks, shine chrome
9. Vacuum ceiling fan grates on ceilings in bathrooms as needed
10. Every two weeks add one cup of bleach with water to floor drains in bathrooms
11. Dump all trash and recyclables. Trash goes to garbage dumpster and recyclables go to recyclable bin
12. Replace liners as needed to save money

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

13. Wipe down 3 food prep sinks, sanitize and remove water spots and shine chrome
14. Wipe down and sanitize counters, all prep tables etc in kitchen, feather dust and eliminate cobwebs as needed

Please note: Lodge only, understand that the cleaning of the lodge is done once a week only. Cleaning of the lodge is every Wednesday. The lodge can only be judged for cleanliness the day after the cleaning.

Squeaky Clean will take pride to do the best possible job. We thank you for putting your trust with our company and giving us the opportunity to clean the town offices of Walworth.

Thank you for the opportunity. Tom Lewis Owner



****It's not just clean it's SQUEAKY CLEAN****

BE IT RESOLVED, to authorize Town Supervisor to sign the Squeaky Clean Cleaners Agreement for cleaning the Walworth Town Hall, Library and Ginegaw Lodge.

Adopted this 19th day of June 2014 at the meeting of the Town Board.

Discussion: Service will become effective on July 1, 2014.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

RESOLUTION 146-14 FINANCIAL TRANSFERS:

Councilman Ruth offered the following Resolution 146-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

BE IT RESOLVED, that the Town Comptroller be authorized to modify the budget as follows:

\$63.33 from A1410.44 Town Clerk – Records Management to
A4020.21

Registrar of Vital Statistics. To cover current expenditures.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

CORRESPONDENCE:

THANK YOU LETTER- GIRL SCOUTS:

The following was submitted:

Continued on the next page.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**



Motion by Councilwoman Markowski to Accept and File as presented.
Seconded by Councilman Ruth.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

ACKNOWLEDGEMENT LETTER – SENATOR NOZZOLIO:

The following was submitted:

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

CHAIRMAN
CODES
CO-CHAIRMAN
NYS LEGISLATIVE TASKFORCE ON
DEMOGRAPHIC RESEARCH & REAPPORTIONMENT

THE SENATE
STATE OF NEW YORK



SENATOR
MICHAEL F. NOZZOLIO
54TH DISTRICT

VICE CHAIRMAN, SENATE REPUBLICAN CONFERENCE

COMMITTEES
FINANCE
RULES
CRIME & CORRECTIONS
ELECTIONS
HOUSING
INVESTIGATIONS
JUDICIARY
RACING & WAGERING
TRANSPORTATION

June 2014

Susie C. Jacobs
Town Clerk
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

Dear Susie:

Thank you for contacting me in regard Resolution No. 133-14 opposing the expansion of Federal Control under the Clean Water Act, which was recently enacted by the Town of Walworth.

As your State Senator, please know that I recognize the importance of this resolution and greatly appreciate you keeping me informed on the status of local initiatives in the Town of Walworth.

Once again, thank you for taking the time to contact me. The concerns and interests of my constituents are of the utmost importance to me and I ask that you never hesitate to contact me if I may be of any further assistance with this or any other matter.

With best wishes.

Sincerely,

Michael F. Nozzolio,
Senator, 54th District

MN/nc

Seneca Falls: 119 Fall Street, Seneca Falls, NY 13148 • (315) 568-9816 • FAX: (315) 568-2090
Albany: Room 503, Capitol, Albany, NY 12247 • (518) 459-2366 • FAX: (518) 426-6953
Toll Free # 1-888-568-9816

www.nozzolio.nysenate.gov • nozzolio@nysenate.gov



Motion by Councilwoman Markowski to Accept and File as presented.
Seconded by Councilman Ruth.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

ACKNOWLEDGEMENT LETTER – SENATOR NOZZOLIO:

The following was submitted:

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

CHAIRMAN
CODES
CO-CHAIRMAN
NYS LEGISLATIVE TASKFORCE ON
DEMOGRAPHIC RESEARCH & REAPPORTIONMENT

THE SENATE
STATE OF NEW YORK



SENATOR
MICHAEL F. NOZZOLIO
54TH DISTRICT

VICE CHAIRMAN, SENATE REPUBLICAN CONFERENCE

COMMITTEES
FINANCE
RULES
CRIME & CORRECTIONS
ELECTIONS
HOUSING
INVESTIGATIONS
JUDICIARY
RACING & WAGERING
TRANSPORTATION

June 2014

Susie C. Jacobs
Town Clerk
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

Dear Susie:

Thank you for contacting me in regard Resolution No. 134-14 offering an alternative to the Property Tax Reduction by eliminating the cost of state mandated spending imposed on county property taxpayers, which was recently enacted by the Town of Walworth.

As your State Senator, please know that I recognize the importance of this resolution and greatly appreciate you keeping me informed on the status of local initiatives in the Town of Walworth.

Once again, thank you for taking the time to contact me. The concerns and interests of my constituents are of the utmost importance to me and I ask that you never hesitate to contact me if I may be of any further assistance with this or any other matter.

With best wishes,

Sincerely,

Michael F. Nozzolio,
Senator, 54th District

Seneca Falls: 119 Fall Street, Seneca Falls, NY 13152 • (518) 435-2366 • FAX: (518) 426-6953
Albany: Room 503, Capitol, Albany, NY 12247 • (518) 455-2366 • FAX: (518) 426-6953
Toll Free # 1-888-568-9816
www.nozzolio.nysenate.gov • nozzolio@nysenate.gov

MN/nc



Motion by Councilman Ruth to Accept and File as presented.
Seconded by Councilwoman Markowski.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

THANK YOU – HIGHWAY DEPARTMENT – BLOCKED CULVERT PIPE:

Supervisor Marini stated she received a telephone call from a resident, on Mildahn Road, expressing gratitude to the Walworth Highway Department for their efforts in unblocking their blocked Culvert Pipe.

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

LOOKING AHEAD:

- Public Informational Meeting will be held on Monday, June 23, 2014, at 7 PM, at the Walworth Town Hall - Town Meeting Room; regarding water on Burrow Road / School House Road.
- The Town Board will meet once for the month of July and August: July 17, 2014 & August 21, 2014 at 7:30 PM in the Town Hall – Meeting Room.

EXECUTIVE SESSION:

Motion by Councilman Ruth to enter into executive session to discuss the following:

1. proposed, pending or current litigation.
2. medical, financial, credit, or employment history of a particular person/corp, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension.
3. matters which imperil safety if disclosed.
4. matters which may disclose the identity of a law enforcement officer or informer.
5. information relating to current/future investigation or prosecution of a criminal offence.

Seconded by Councilwoman Markowski.

Time: 8:14 PM

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

RECONVENE:

Motion by Councilman Ruth to reconvene the regularly scheduled meeting.

Seconded by Councilwoman Markowski.

Time: 8:27 PM.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

RESOLUTION 149-14 AUTHORIZING THE TOWN SUPERVISOR TO DRAFT LETTER TO THE LIBRARY BOARD OF TRUSTEES REGARDING EMPLOYEE “A” AND THE INCIDENT ON JUNE 12, 2014:

Councilman Ruth offered the following Resolution 149-14 and moved its adoption.

Seconded by Councilwoman Markowski to wit:

**WALWORTH TOWN BOARD – REGULAR MEETING
19 JUNE 2014**

BE IT RESOLVED, that the Town Supervisor is authorized to draft a letter to the Library Board of Trustees regarding Employee “A” and the incident on June 12, 2014.

Adopted this 19th day of June 2014 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

ADJOURNMENT:

Motion by Councilwoman Markowski to adjourn.

Seconded by Councilman Ruth.

Time: 8:30 PM.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Absent
	Councilwoman Hawkins-Mance	Absent
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

Respectfully Submitted,

Susie C. Jacobs, MMC, RMC
Town Clerk