

**Town of Walton
129 North Street
Walton, NY 13856**

Call to Order 6:00 PM

9 January 2023

- 1. Pledge of Allegiance – Ronda Williams**
- 2. Invocation**
- 3. Floor time**
- 4. Approval of Minutes – 14 and 29 December 2022 and 3 January 2023**
- 5. Assessor, Code, Dog Control, FEMA Coordinator -**
- 6. Highway Report:**
- 7. Town Clerk Report:**
- 8. Supervisor Report:**

Planning Board Agreement

NYC FAD

County Senior Exemption

9. Committee/Council Reports

Public Works	Armstrong/Govern
Finance & Insurance	Wood/Govern
Legal & Ordinance	Govern/Wood
Land Use & Village Liaison	Rodriguez/Wood
Personnel	Govern/Armstrong
Union Negotiations	Cetta/Armstrong
Building & Grounds	Cetta/Armstrong
Technology	Wood/Rodriguez
Emergency Disaster	Cetta/Govern
Historical	Rodriquez/Armstrong

10. Approval of Abstracts:

General Fund A

General OV B

General Highway DA

General Highway DB

Executive Session:

TOWN OF WALTON HIGHWAY DEPARTMENT
25091 STATE HIGHWAY 10
WALTON, NY 13856
607-865-5120

TO: WALTON TOWN BOARD
FROM: JEFF OFFNICK, HIGHWAY SUPERINTENDENT
DATE:
RE: REPORT

- ✓ The crew has continued to work on the fleet, as well as cutting brush.
- ✓ The gate near the end of William Beers Road has been removed by Town forces.
- ✓ We have been issued our mining permit which is good until December 2027.
- ✓
- ✓ We have received the stone that we will need for our 2023 road sealing projects.

**Town of Walton
Code Enforcement Office
Jonathan R. Henderson**

**Monthly Summary Report
Month of December 2022**

Building Permits Issued	2
Building Inspections Completed	18
Fire Inspections Completed	0
Notices of Violation Issued	0
Tickets Issued	0
Certificates Issued	8
Complaints Received	0
Floodplain Development Permits Issued	0
CO Searches	1

Martin J. Way, Jr.
Dog Control Officer, Town of Walton
129 North Street Walton,
New York 13856
December 2022
Dog Control Activity Summary

Complaints	4
Dogs Seized	1
Returned to Owner	0
Humane Society	1
Dangerous Dogs	0
Tickets Issued	5
Total Redemption Fees	0
Assistance, Police, Other	2

Mileage **58** **Miles**

TOWN CLERK'S MONTHLY REPORT

TOWN OF WALTON, NEW YORK
TO THE SUPERVISOR:

DECEMBER '2022

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

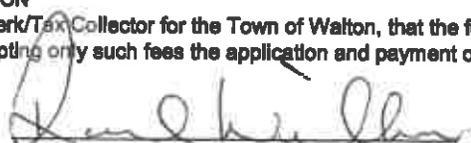
<u>RECEIPTS</u>	BEGINNING BALANCE	\$1,880.50
DA2665 SALE OF HWY EQUIPMENT		
A2401 INTEREST FROM NBDC		
A2545 MARRIAGE LICENSES	\$80.00	
A2545 MARRIAGE, DEATH, BIRTH CERTIFICATES	\$190.00	
A2545 GENEALOGY		
B2555 BUILDING PERMITS	\$225.00	
A1255 MISC. FEES	\$0.75	
A2544 DOG LICENSES	\$553.00	
A1010-1090 REAL PROPERTY TAX		
A2665 SURPLUS ITEMS		
A1090 REAL PROPERTY PENALTIES		
DB2545 HWY. DEPARTMENT		
DA2655 HWY. SLUICE	\$300.00	
A2545 DECALS	\$30.00	
A1170 FRANCHISE		
B2770 ZONING/PLANNING		
B2110 ZBA FEES		
B2115 PLANNING FEES		
TOTAL RECEIPTS	\$1,378.75	
GRAND TOTAL		\$3,259.25

DISBURSEMENTS

DECALS	\$763.51	
TOWN CLERK FEES/INTEREST TO SUPERVISOR	\$1,210.24	
53% OF DOG LICENSE TO SUPERVISOR	\$960.00	
TOWN TAX REVENUES TO SUPERVISOR		
AMOUNT PAID TO DEPT. OF AG. & MARKET	\$258.00	
AMOUNT PAID TO COUNTY FOR DOG FEES		
AMOUNT PAID TO STATE HEALTH FOR MARRI	\$67.50	
TOWN TAX TO COUNTY TREASURER		
NSF CHECKS		
REFUNDS		
OTHER (POST OFFICE)		
TOTAL DISBURSEMENTS	\$3,259.25	
NET BALANCE		\$0.00
BANK BALANCE	\$1,378.75	
LESS OUT STANDING CHECKS	\$1,378.75	
(+) OUTSTANDING DEPOSITS		
ENDING BALANCE		\$0.00

STATE OF NEW YORK, COUNTY OF DELAWARE, TOWN OF WALTON

Ronda Williams, being duly sworn, says that she is the Town Clerk/Tax Collector for the Town of Walton, that the foregoing is a full and true statement during the month above stated, excepting only such fees the application and payment of which is otherwise provided for by law.


 TOWN CLERK

TOWN CLERK'S MONTHLY REPORT

TOWN OF WALTON, NEW YORK
TO THE SUPERVISOR:

DECEMBER YTD '2022

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

RECEIPTS

BEGINNING BALANCE

DA2655	SALE OF HWY EQUIPMENT	\$0.00	
A1090	INTEREST FROM NBDC	\$56.79	
A2545	MARRIAGE LICENSES	\$720.00	
A2545	MARRIAGE, DEATH, BIRTH CERTIFICATES	\$1,130.00	
A2545	GENEALOGY	\$44.00	
A2555	BUILDING PERMITS	\$4,778.00	
A1255	MISC. FEES	\$274.25	
A2544	DOG LICENSES	\$8,329.00	
	PETTY CASH FROM TAXES	\$100.00	
A1010-1090	REAL PROPERTY TAX	\$3,754,731.49	
A2665	SURPLUS ITEMS	\$0.00	
A1090	REAL PROPERTY PENALTIES	\$18,052.04	
DB2545	HWY. DEPARTMENT	\$1,500.00	
DA2655	HWY. SLUICE		
A2545	DECALS	\$5,453.55	
A1170	FRANCHISE	\$0.00	
B2770	ZONING/PLANNING	\$400.00	
B2110	ZBA FEES	\$0.00	
B2115	PLANNING FEES	\$0.00	
	TOTAL RECEIPTS	3,795,569.12	
	GRAND TOTAL		\$3,795,569.12

DISBURSEMENTS

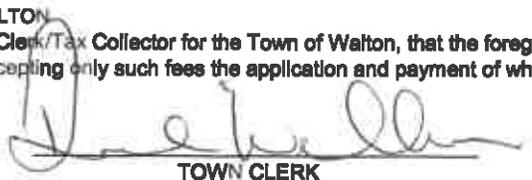
DECALS	\$5,190.17
TOWN CLERK FEES/INTEREST TO SUPERVISOR	\$8,659.38
53% OF DOG LICENSE TO SUPERVISOR	\$6,935.00
TOWN TAX REVENUES TO SUPERVISOR	\$1,684,390.22
AMOUNT PAID TO DEPT. OF AG. & MARKET	\$1,394.00
AMOUNT PAID TO COUNTY FOR DOG FEES	\$450.00
AMOUNT PAID TO STATE HEALTH FOR MARRI	\$2,079,089.30
TOWN TAX TO COUNTY TREASURER	\$6,552.70
NSF CHECKS	\$2,908.35
REFUNDS	\$0.00
OTHER	\$0.00
TOTAL DISBURSEMENTS	\$3,795,569.12

NET BALANCE \$0.00

BANK BALANCE
LESS OUT STANDING CHECKS
(+) OUTSTANDING DEPOSITS

ENDING BALANCE \$0.00

STATE OF NEW YORK, COUNTY OF DELAWARE, TOWN OF WALTON
Ronda Williams, being duly sworn, says that she is the Town Clerk/Tax Collector for the Town of Walton, that the foregoing is a full and true statement during the month above stated, excepting only such fees the application and payment of which is otherwise provided for by law.


TOWN CLERK

Town Supervisors Monthly Statement

To Town of Walton Board Members

Pursuant to Section 52 of the Town Law, the following is a statement of monies received and disbursed by the Town Supervisor during the month of DECEMBER 2022.

Fund	General Townwide (A)	General Outside (B)	Highway Townwide (DA)	Highway Outside (DB)	Good Neighbor (H)	Risk Retention (H)	Disaster Recovery (H)
RECEIPTS							
Balances First of Month							
Savings	\$ 632,836.48	\$ 56,212.43	\$ 706,549.33	\$ 549,759.64	\$ -	\$ -	
WAYNE BANK							
Checking	\$ 987.10	\$ 53.74	\$ 1,640.72	\$ 157.22			
TAXES/Penalty							
Interest	\$ 0.48	\$ 2.29	\$ 27.34	\$ 24.33			
Justice Fines	\$ 3,237.00						
Town Clerk Report	\$ 132.83						
Dog Licenses	\$ 483.00						
Building Permits		\$ 325.00					
CHIPS							
REIMBURSEMENT	\$ 79,579.09			\$ 336,685.33			
CELL TOWER RENTAL	\$ 5,829.54			\$ 6,422.83			
PLANNING/ZONING FEE							
FRANCHISE	\$ 470.54						
NYS AID							
DRIVEWAY PERMIT							
MORTGAGE TAX							
HYDRO SEEDER							
FEMA							
Interest on Checking	\$ 25.98		\$ 0.52	\$ 0.09			
TOTAL REVENUE	\$ 89,758.46	\$ 327.29	\$ 27.86	\$ 343,132.58	\$ -	\$ -	\$ -

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2023, between the **TOWN OF COLCHESTER**, a municipal subdivision of the State of New York situated in Delaware County, P.O. Address: c/o Julie B. Townsend, Town Clerk, P.O. Box 321, 72 Tannery Rd., Downsville, NY 13755, herein referred to as "Colchester", and **TOWN OF WALTON**, a municipal subdivision of the State of New York situated in Delaware County, P.O. Address: c/o Ronda Williams, Town Clerk, 129 North Street, Walton, NY 13856, herein referred to as "Walton",

WHEREAS, Walton is responsible for snow plowing and ice control on each Town highway in the Town of Walton and Colchester is responsible for snow plowing and ice control on each Town highway in the Town of Colchester, and

WHEREAS, by reason of topography and geography it would be in the best interest of Walton to have Colchester responsible for such snow and ice removal on certain portions of Trout Brook Road in the Town of Walton and it would be in the best interest of Colchester to have Walton responsible for such snow and ice removal on certain portions of Wilson Hollow Road in the Town of Colchester, and

WHEREAS, both Walton and Colchester are desirous of entering into an agreement to exchange snow and ice removal responsibilities from the above roads.

NOW, THEREFORE, IT IS HEREBY AGREED by Walton and Colchester as follows:

1. The Town of Colchester agrees to be responsible for snow and ice removal at the following location within the Town of Walton:

a. On Trout Brook Road from the town line to the intersection of NYS Rt. 206 approximately 1.4 miles.

2. The Town of Walton agrees to be responsible for snow and ice removal at the following location within the Town of Colchester:

a. On Wilson Hollow Road from the town line to the intersection of NYS Rt. 206 approximately 1.2 miles.

3. a. Each Town shall, at its own cost and expense, provide the tools, equipment, materials (sand and salt) and personnel necessary to clear snow from and sand for ice control for the aforementioned roads to the extent that each Town, through its Highway Superintendent, deems necessary to provide reasonable passage and movement of vehicles over such roads.

b. All work hereunder shall be performed according to customary and approved New York State standards and in such manner as to accomplish the obligation imposed on each Town with respect to snow removal and control of snow and ice on its own highways, roads and streets.

4. Each Town agrees that its status while performing services pursuant to this Agreement is that of an independent contractor and the Town, its employees and/or agents will neither hold themselves out as, nor claim to be, officers or employees of the other Town in any matter, including, but not limited to Workers' Compensation, Unemployment Insurance benefits, Social Security or retirement membership or credit.

5. Each Town does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein naming the other party as an additional named insured.

6. Each Town shall transmit in writing to the Town Clerk of the other Town within two (2) days after receipt thereof of any written notice received regarding any unsafe, dangerous or obstructed condition of any road subject of this Agreement, and the receiving Town shall take any necessary corrective action with respect thereto as soon as possible.

7. Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by conference among the Highway Superintendent and Town Supervisor of each Town prior to the commencement of any legal action with respect to this contract.

8. a. Walton does hereby covenant and agree to indemnify and keep indemnified and save harmless Colchester against claim for any loss, injury, death and/or damage and against any claim for compensation for which Colchester may or shall be liable by reason of Walton's snow removal and ice control services performed under this contract by Walton.

b. Colchester does hereby covenant and agree to indemnify and keep indemnified and save harmless Walton against claim for any loss, injury, death and/or damage and against any claim for compensation for which Walton may or shall be liable by reason of Colchester's snow removal and ice control services performed under this contract by Colchester.

9. The Supervisor of the Town of Walton has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Walton at a meeting thereof held on the _____ day of _____, 2023, and that Joseph M. Cetta, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Clerk of the Town of Walton.

10. The Supervisor of the Town of Colchester has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Colchester at a meeting thereof held on the 4th day of January, 2023, and that Arthur M. Merrill, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Clerk of the Town of Colchester.

11. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town of Walton: c/o Town Clerk Ronda Williams
129 North Street
Walton, New York 13856

To Town of Colchester: c/o Town Clerk Julie B. Townsend
72 Tannery Road
P.O. Box 321
Downsville, New York 13755

12. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in anywise affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

13. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

14. This Agreement shall be for a term of one year, said term to commence as of January 1, 2023 and to end one year thereafter, more specifically on December 31, 2023. This contract shall remain in effect thereafter until each party shall notify the other upon thirty (30) days written notice of its intention to terminate this Agreement. This Agreement may also be renewed by resolution of each Town at its organizational meeting.

IN WITNESS WHEREOF, the **TOWN OF WALTON** has caused its corporate seal to be affixed hereto and these presents to be signed by Joseph M. Cetta, its Supervisor, duly authorized so to do, and to be attested to by Ronda Williams, Town Clerk, and the said **TOWN OF COLCHESTER** has caused its corporate seal to be affixed hereto and these presents to be signed by Arthur M. Merrill, its Supervisor, duly authorized so to do, and to be attested to by Julie B. Townsend, Town Clerk, the day and year first above written.

(Seal of the Town of Walton)

Attest:

Ronda Williams, Town Clerk

TOWN OF WALTON

By: _____
Joseph M. Cetta, Supervisor

(Seal of the Town Of Colchester)

Attest:

Julie B. Townsend, Town Clerk

TOWN OF COLCHESTER

By: _____
Arthur M. Merrill, Supervisor

STATE OF NEW YORK)
)ss.:
COUNTY OF DELAWARE)

On the day of in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph M. Cetta**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he(she, they) executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF DELAWARE)

On the *6th* day of *January* in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **Arthur M. Merrill**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he(she, they) executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ARTHUR C. EDEL
NOTARY PUBLIC STATE OF NEW YORK
DELAWARE COUNTY
LIC. #01ED6237023
COMM. EXP. 03/14/20*28*

