

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

**Call to Order 6:00 PM**

**9 May 2022**

- 1. Pledge of Allegiance – Carly Walas**
- 2. Invocation**
- 3. Floor time – Privilege of the Floor - Bea Bennett**
- 4. Approval of Minutes – 4 April 2022**
- 5. Assessor, Code, Dog Control, FEMA Coordinator -**
- 6. Highway Report:**
- 7. Town Clerk Report:**
- 8. Supervisor Report:**

**EMS update**

**Reverse 911**

**SMIP Grant**

**9. Committee/Council Reports**

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

**10. Approval of Abstracts:**

**General Fund A**

**General OV B**

**General Highway DA**

**General Highway DB**

**Executive Session:**

# 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 APRIL 2022.

Fund	General Townwide (A)	General Outside (B)	Highway Townwide (DA)	Highway Outside (DB)	Good Neighbor (H)	Risk Retention (H)	Disaster Recovery (H)
<b>RECEIPTS</b>							
Balances First of Month	\$ 766,381.41	\$ 112,631.86	\$ 880,098.24	\$ 1,089,530.49	\$ -	\$ -	
Savings							
WAYNE BANK							
Checking	\$ 1,851.08	\$ 209.51	\$ 1,639.28	\$ 153.84			
TAXES/Penalty	\$ 2,744.74						
Interest	\$ 32.88	\$ 4.43	\$ 33.52	\$ 42.41			
Justice Fines	\$ 3,524.00						
Town Clerk Report	\$ 217.46						
Dog Licenses	\$ 559.00						
Building Permits							
CHIPS		\$ 260.00					
REIMBURSEMENT							
CELL TOWER RENTAL	\$ 11,385.56						
PLANNING/ZONING FEE							
FRANCHISE	\$ 506.15						
GRANT							
DRIVEWAY PERMIT							
MORTGAGE TAX							
HYDRO SEEDER							
FEMA							
Interest on Checking	\$ 0.19		\$ 0.36	\$ 0.01			
<b>TOTAL REVENUE</b>	<b>\$ 18,969.98</b>	<b>\$ 314.43</b>	<b>\$ 33.88</b>	<b>\$ 42.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**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

- ✓ We have completed most of the tree cleanup from the April 19 storm.
- ✓ We are currently working on refilling the salt/sand storage building.
- ✓ We are also working in the gravel bank to address some of the issues that the DEC would like to see changed.
- ✓ We have received 2 Bids for the concrete floor, I would recommend accepting the low bid.

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

<b>Complaints</b>	<b>4</b>
<b>Dogs Seized</b>	<b>0</b>
<b>Returned to Owner</b>	<b>0</b>
<b>Humane Society</b>	<b>0</b>
<b>Dangerous Dog Cases</b>	<b>0</b>
<b>Assistance</b>	<b>1</b>
<b>Tickets Issued</b>	<b>5</b>
<b>Total Redemption Fees</b>	<b>\$ 0.00</b>

**Mileage 17 Miles**

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

**Monthly Summary Report**  
**Month of May 2022**

<b>Building Permits Issued</b>	<b>5</b>
<b>Building Inspections Completed</b>	<b>9</b>
<b>Fire Inspections Completed</b>	<b>1</b>
<b>Notices of Violation Issued</b>	<b>0</b>
<b>Tickets Issued</b>	<b>0</b>
<b>Certificates Issued</b>	<b>0</b>
<b>Complaints Received</b>	<b>0</b>
<b>Floodplain Development</b>	<b>0</b>
<b>Permits Issued</b>	<b>0</b>
<b>CO Searches</b>	<b>4</b>

# 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

<u>DA2655</u>	SALE OF HWY EQUIPMENT	\$0.00
A1090	INTEREST FROM NBDC	\$44.66
A2545	MARRIAGE LICENSES	\$50.00
A2545	MARRIAGE, DEATH, BIRTH CERTIFICATES	\$400.00
A2545	GENEOLOGY	\$44.00
A2555	BUILDING PERMITS	\$1,520.00
A1255	MISC. FEES	\$98.00
A2544	DOG LICENSES	\$2,595.00
	PETTY CASH FROM TAXES	\$0.00
A1010-1090	REAL PROPERTY TAX	\$3,726,274.49
A2665	SURPLUS ITEMS	\$0.00
A1090	REAL PROPERTY PENALTIES	\$10,910.50
DB2545	HWY. DEPARTMENT	\$600.00
DA2655	HWY. SLUICE	\$0.00
A2545	DECALS	\$272.55
A1170	FRANCHISE	\$0.00
B2770	ZONING/PLANNING	\$250.00
B2110	ZBA FEES	\$0.00
B2115	PLANNING FEES	\$0.00
	<b>TOTAL RECEIPTS</b>	<b>3,743,059.20</b>

**GRAND TOTAL**

**\$3,743,059.20**

## DISBURSEMENTS

DECALS	\$58.58
TOWN CLERK FEES/INTEREST TO SUPERVISOR	\$1,890.97
53% OF DOG LICENSE TO SUPERVISOR	\$1,642.00
TOWN TAX REVENUES TO SUPERVISOR	\$1,677,139.40
AMOUNT PAID TO DEPT. OF AG. & MARKET	\$283.00
AMOUNT PAID TO COUNTY FOR DOG FEES	
AMOUNT PAID TO STATE HEALTH FOR MARRI	\$67.50
TOWN TAX TO COUNTY TREASURER	\$1,815,488.15
NSF CHECKS	\$6,552.70
REFUNDS	\$2,419.87
OTHER	\$0.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$3,505,342.17</b>

**NET BALANCE**

**\$237,717.03**

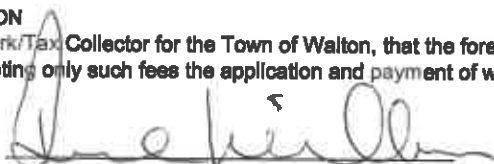
**BANK BALANCE**  
**LESS OUT STANDING CHECKS**  
**(+) OUTSTANDING DEPOSITS**

**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 CLERK'S MONTHLY REPORT

TOWN OF WALTON, NEW YORK  
TO THE SUPERVISOR:

APRIL '2022

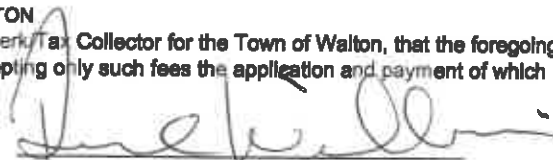
Pursuant to Section 27, Subd. 1 of the Town Law, I hereby make the following statement of all the fees and money received by me in connection with my office during the month above stated, excepting only such fees and monies the application and payment of which are otherwise provided for by law.

<u>RECEIPTS</u>		BEGINNING BALANCE	\$145,102.35
DA2665	SALE OF HWY EQUIPMENT		
A2401	INTEREST FROM NBDC	\$5.84	
A2545	MARRIAGE LICENSES		
A2545	MARRIAGE, DEATH, BIRTH CERTIFICATES	\$20.00	
A2545	GENEALOGY		
B2555	BUILDING PERMITS	\$760.00	
A1255	MISC. FEES	\$27.50	
A2544	DOG LICENSES	\$670.00	
	PETTY CASH FROM TAXES		
A1010-1090	REAL PROPERTY TAX	\$234,925.26	
A2665	SURPLUS ITEMS		
A1090	REAL PROPERTY PENALTIES	\$8,251.13	
DB2590	HWY. DEPARTMENT	\$300.00	
DA2655	HWY. SLUICE		
A2545	DECALS	\$210.00	
A1170	FRANCHISE		
B2770	ZONING/PLANNING	\$100.00	
B2110	ZBA FEES		
B2115	PLANNING FEES		
	<b>TOTAL RECEIPTS</b>	<b>\$243,269.73</b>	
	<b>GRAND TOTAL</b>		<b>\$388,372.08</b>

## DISBURSEMENTS

DECALS	\$37.79	
TOWN CLERK FEES/INTEREST TO SUPERVISOR	\$507.46	
53% OF DOG LICENSE TO SUPERVISOR	\$579.00	
TOWN TAX REVENUES TO SUPERVISOR	\$2,747.33	
AMOUNT PAID TO DEPT. OF AG. & MARKET	\$93.00	
AMOUNT PAID TO COUNTY FOR DOG FEES		
AMOUNT PAID TO STATE HEALTH FOR MARRI	\$22.50	
TOWN TAX TO COUNTY TREASURER	\$140,115.27	
NSF CHECKS	\$6,552.70	
REFUNDS		
OTHER (BANK CORRECTION)		
<b>TOTAL DISBURSEMENTS</b>	<b>\$150,655.05</b>	
<b>NET BALANCE</b>		<b>\$237,717.03</b>
<b>BANK BALANCE</b>	<b>\$239,607.27</b>	
<b>LESS OUT STANDING CHECKS</b>	<b>\$2,378.72</b>	
<b>(+) OUTSTANDING DEPOSITS</b>	<b>\$488.48</b>	
<b>ENDING BALANCE</b>		<b>\$237,717.03</b>

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 OF WALTON**  
**FEMA COORDINATOR REPORT**

**MAY 9, 2022**

Project #83441, PW#00265, Woodlawn Road Integral Support Failure had some more movement. The CRC (Consolidated Resource Center) requested more clarification to the bidding and awarding of the project to the contractor. The answers must have been to their satisfaction as the Project went thru several more reviews including the completion of the EHP (Environmental, Historic Preservation) review. The PDMG (FEMA Project Manager) also reviewed and signed off. The project is now pending FEMA Final Review.

Project# 151549, PW#00462, "Management Costs", also had some movement. This is the Public Assistance Sub Recipient Management Costs project, which allows the Town to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Sub recipient's eligible emergency and permanent work sub awards. The Project moved to "Pending FEMA Final Review" after the PDMG (FEMA Project Manager) reviewed and signed off. The reimbursement value of the project also changed from around \$16,000.00 to just over \$20,000.00 or 3.1% of the total of all projects. This amount is 100% reimbursable, not the 75% Federal and 12.5% State like all of the others.

Project # 83449, PW #00078, Integral Road Support Washout on Houck Mt. & Wakeman Brook, is the last project not obligated. The project has not moved for several months and is still "Pending Final FEMA Review".

It has been a long and winding road to this point and I hope the end is near. The next step after this review should be for the Town to sign-off on all of the reviews and it should then move to obligated. This could take a few weeks, months, or a year.

# Delaware County Soil & Water Conservation District

44 West Street, Suite 1  
Walton, NY 13856  
Phone 607.865.5223  
Fax 607.865.5535  
Website: www.dcswcd.org

## SMIP Grant Agreement (Construction Project)

### *De-Watering Pumps & Equipment (TWAL-SMIP-003)*

AGREEMENT BETWEEN The Delaware County Soil and Water Conservation District and Town of Walton

THIS AGREEMENT for a Stream Management Implementation Program ("SMIP") Grant is made and entered into by and between Delaware County Soil and Water Conservation District, a quasi-governmental agency having its principal office at 44 West Street, Walton, New York 13856 ("DCSWCD"); and the Town of Walton, Municipality of the State of New York, with principal offices located at 129 North Street, Walton, NY 13856, (the "RECIPIENT"), (each, a "Party;" together, the "Parties") FOR the De-Watering Pumps & Equipment (TWAL-SMIP-003).

#### Article 1. Term.

This Agreement shall be effective when fully executed by the Parties. This Agreement shall terminate two (2) years after the effective date or 6/30/25, whichever comes first ("Term").

#### Article 2. Payment.

A. "Project Costs". Project Costs shall be actual, reasonable and necessary costs associated with designing, constructing, and implementing the stream-related implementation projects performed on behalf of riparian property owners, stream-related planning and engineering projects, stream-related education and recreation projects, stream-related highway or infrastructure improvement projects, stream-related stormwater projects, LFA-recommend projects, flood hazard mitigation, habitat and recreation, or stream repair or restoration project as set forth in the Scope of Work described in Attachment A ("Project"), performed in accordance with this Agreement. Attachment C provides additional guidance about eligible costs.

#### B. Amount of Grant Assistance:

DCSWCD shall reimburse RECIPIENT SMIP grant funds ("Project Funds") in an amount not to exceed Five Thousand Fifty-Six (\$5,056) Dollars ("Maximum Project Costs") over the Term of this Agreement for the eligible Project Costs incurred during the Term of this Agreement, in accordance with the Budget described in Attachment A. Where applicable, DCSWCD may decrease the Maximum Project Costs limit after receipt of competitive bids, and may thereafter, in its sole discretion, increase the said decreased amount up to the Maximum Project Costs, if appropriate, owing to the need for and execution of written change orders to this Agreement as a result of a desired change in the Scope of Work.

If the cost of the Project exceeds the Maximum Project Costs, the RECIPIENT shall complete the Project using its own resources or funding obtained from other sources. Nothing shall preclude the RECIPIENT from applying for additional grant funds from the Delaware Basin Stream Management Program ("DBSMP") for reimbursement of any additional unforeseen costs. Such allocation of additional funds shall be at the discretion of the DBSMP in adherence with the Delaware Basin Stream Management Implementation Program (SMIP) Guidelines and Requirements developed by DCSWCD in consultation with and approved by the New York City Department of Environmental Protection upon submission of an

application, and shall not be subject to appeal. Any such application for additional grant funding shall not reduce the RECIPIENT'S obligation to complete, operate and maintain the Project as outlined in the Scope of Work.

The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

- C. **Availability of Grant Assistance.** Following the execution and commencement of this Agreement, grant Project Funds are available subject to the following conditions:
- a. DCSWCD's obligation to pay Project Funds is contingent upon the RECIPIENT's submission of invoices, back-up documentation and certified vouchers itemizing the costs of the completed tasks and certifying that all work being invoiced is in accordance with the Scope of Work, this Agreement, the agreement between DCSWCD and New York City (the "City") dated February 28, 2020 for the administration and implementation of the Delaware Basin Stream Management Program ("City-DCSWCD Agreement"), and the Delaware Basin Stream Management Implementation Program (SMIP) Guidelines and Requirements.
  - b. The availability of funds by DCSWCD to make Stream Management Implementation Project payments.
  - c. RECIPIENT agrees that DCSWCD may withhold payment for any expenditure claimed by the RECIPIENT that the DCSWCD determines are not reasonable and necessary costs for implementing the Project or are otherwise inconsistent with this Agreement, the City-DCSWCD Agreement or the Delaware Basin Stream Management Implementation Program (SMIP) Guidelines and Requirements.
  - d. Except for the contractual liability to the RECIPIENT created by this Agreement, this Agreement is not intended to be construed as, and is not, an admission of DCSWCD's liability in any other context to pay for the costs which DCSWCD is assuming hereunder, and this Agreement shall not be used as an admission or precedent in any other action, proceeding or document.
  - e. Upon acceptance of final payment under this Agreement, the RECIPIENT agrees that payment by DCSWCD shall serve as a general release of any and all actions, causes of actions, demands, suits, proceedings, cost, claims, charges (including but not limited to fees, costs and disbursement of experts, consultants and attorneys), which the RECIPIENT, his/her administrators, executors or assigns have or may have against DCSWCD under this Agreement for any and all Stream Management Implementation Program costs for the work associated with each scheduled payment.
  - f. In no event shall Project Funds be used to pay for costs: (i) incurred by RECIPIENT in performing routine annual maintenance, other than stormwater ditch maintenance; (ii) for DCSWCD staff time in performing services relating to SMIP Grants; (iii) to reimburse RECIPIENT for fees associated with their applications, or interest, litigation expenses, fees associated with project delays, taxes, or fines; (iv) costs pursuant to shared service agreements to provide support to the Local Flood Analysis process. In addition to the foregoing, in no event shall a Project recommended by the "Local Flood Analyses" be used for construction of structural flood control projects (i.e. flood walls, berms and levees), stream dredging or channelization, or, unless approved by DEP's Project Manager in writing on a case by case basis, routine maintenance, replacement of privately owned bridges, culverts or roads, or otherwise for flood hazard mitigation projects not explicitly recommended by the Local Flood Analysis.

**D. Payment Procedures:**

- a. The RECIPIENT may as the work progresses, but no more frequently than once per month (30-day period), submit an invoice requesting Project Funds for reimbursement of eligible Project Costs. Where applicable, an invoicing schedule will be included in the Scope of Work (Attachment A).
- b. The RECIPIENT shall submit to DCSWCD all documentation in support of expenditures under this Agreement as required by DCSWCD. Guidance is provided in Attachment C. Adequate documentation to be submitted shall include but not be limited to copies of purchase orders, paid bills, cancelled checks, certified payroll, and machinery use records. The RECIPIENT shall provide DCSWCD additional documentation to support each invoice as the DCSWCD reasonably requires. The Recipient may sign an Assignment of Payment (Attachment I) to have the DCSWCD pay the vendor directly instead of being reimbursed for payment.
- c. Throughout the Term, DCSWCD and/or its stream program collaborators, and New York City Department of Environmental Protection (“DEP”) and any of their employees may, inspect and monitor the progress of the work.
- d. The eligible approved invoiced and vouchered amount shall be paid by the DCSWCD to the RECIPIENT within 30 days of the DCSWCD's receipt of the invoice and certified voucher and all other required backup documentation.
- e. Payments shall be made by DCSWCD in the form of a check made payable to the RECIPIENT.

Any disputes that may arise regarding payments under this Agreement shall be governed by and construed in accordance with the laws of the State of New York. There is no alternate dispute resolution of payment or other disputes provided for by this Agreement. Thus, unless otherwise specifically agreed to in writing by the parties hereto, any dispute that cannot be resolved amicably between the parties must be resolved by litigation filed in the Supreme Court of the State of New York, with venue in Delaware County or, if appropriate jurisdictionally, in the federal District Court, with venue in the Northern District of New York. Further, if the RECIPIENT is not a municipality of the State of New York, then the following provisions shall apply regarding any payments otherwise due RECIPIENT (if the RECIPIENT is a municipality of the State of New York then the RECIPIENT municipality must include the following provisions in any contract it has with the person or entity performing the work hereunder or funded by virtue of this Agreement):

- (i) **NO DAMAGES FOR DELAY.** Notwithstanding anything to the contrary in this Agreement, the RECIPIENT agrees to make no claim for damages for delay, disruption, or hindrance in the performance of this Agreement, and any related work performed hereunder or funded by virtue of this Agreement, occasioned by any act or omission to act by DCSWCD or any representatives or agents of DCSWCD including, but not limited to, acts or omissions relating to design, direction and/or coordination of the work, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work and/or obligations as provided herein or funded by virtue of this Agreement, which shall be RECIPIENT'S sole, exclusive and complete remedy in this regard. Pursuant to Article 9(f) hereunder, the RECIPIENT agrees that any and all liquidated damages by Recipient Project Contractor, shall be paid to the DCSWCD for reallocation of Stream Management Implementation Program costs.

**Article 3. Duties and Responsibilities of the RECIPIENT.**

The RECIPIENT agrees to comply with the grant Budget, the Scope of Work, progress schedule for completion of the work with specified milestones, and payment schedule that is dependent upon completion of the work within the specified period of performance set forth in Attachment A. The duties and responsibilities of the RECIPIENT shall include:

- A. Acknowledge the Delaware Basin Stream Management Implementation Program as a financial supporter of the Project on publications and outreach materials related to the Project as set forth in Attachment E.
- B. Allow DCSWCD and the City to reference, discuss, and refer to this Project in press releases and other Delaware County Soil & Water Conservation District and/or City publications.
- C. Comply with the Delaware Basin Stream Management Implementation Program Guidelines and Requirements in implementing and maintaining the Project.
- D. Adhere to the deliverable submission and milestone guidelines for design of stream stabilization and restoration projects as set forward in Attachment A.
- E. The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.
- F. For any Project performed by DCSWCD, allow at no cost, DCSWCD and subcontractors to enter upon the RECIPIENT'S work area upon completion of the Project: (i) for a period of one year, to repair and maintain the Project; and (ii) for a period of five (5) years, to monitor and inspect the Project to verify RECIPIENT'S compliance with the proper maintenance and stewardship of the Project.
- G. For any Project, cooperate with DCSWCD in developing and acting in accordance with rules and guidelines for maintaining the Project, as approved in the Operation and Maintenance Guide for the project. (Signatures are SWCD and Recipient on this document )
- H. For any Project, RECIPIENT shall ensure that commencing as of the day immediately following the first anniversary of DCSWCD certifying in writing the Project is complete ("Certified Completion Date of the Project"), Recipient shall use best efforts to maintain the Project in accordance with the O&M Guide, and the terms and provisions of the Landowner O&M Agreement developed by DCSWCD and approved by DEP, and entered into between the RECIPIENT and the owner of the property upon which the Project is located in whole or in part ("Landowner") as further detailed in Article 8 below.
- I. The City shall be granted a license to use all written or electronic materials developed by RECIPIENT or its subcontractors in connection with the Project, for any purpose.

**Article 4. Insurance.**

The RECIPIENT shall comply with applicable liability insurance requirements in sufficient amount and scope to protect the interests of the City and DCSWCD, as set forth in Attachment B for the entire time this Agreement remains effective.

Article 5. Indemnification and Rights.

The Parties agree to indemnify each other and save each other and the City, including its officials and employees, harmless from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, sickness or disease including death, or property damage arising out of the Project, where such injury, sickness or disease including death, or damage is the result of the indemnifying Party's negligence or willful tort arising from any activities related to this Agreement. In the event such injury or damage is caused by the combined negligence of the Parties hereto, each Party shall be responsible for its relative culpability. The City shall not be responsible for any physical injuries (or death) to any RECIPIENT or its subcontractors, consultants or any other person, or damage to any property sustained in connection with the performance of any portion of the Project. Nothing contained herein shall impair the rights of the City. Nothing contained in this Agreement shall create any contractual relationship between the RECIPIENT and the City. The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

Article 6. Warranties.

- A. **Authority.** The RECIPIENT has all requisite power and authority to execute, deliver and perform this Agreement.
- B. **Prevailing Wage.** RECIPIENT warrants that it and its Project contractors performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work pursuant to Section 220 and comply with all other applicable provisions of Section 220 of the Labor Law.
- C. **Compliance with Laws.** The RECIPIENT agrees that neither its execution of this Agreement nor its performance of the Scope of Work violate any applicable law, regulation, or rule of any authority having jurisdiction, or any contract between RECIPIENT and any other person or entity. Each Party warrants that it shall comply with all applicable federal, state and local laws and regulations.
- D. **Equal Employment.** The RECIPIENT agrees that it has not and shall not engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.
- E. **Business Conduct.** RECIPIENT represents and warrants that no payment, gift or thing of monetary value was made, given or promised to a DCSWCD officer, director, or employee to obtain this or any other Agreement with the City or DCSWCD.

Article 7. Inspection.

- A. The RECIPIENT agrees to allow DCSWCD and DEP, and/or the local municipality, and any of their employees, agents and/or subcontractors as DCSWCD or DEP deems necessary, at no cost, reasonable access to the Project site, to inspect or to witness design, construction, and inspection of the Project.
- B. During the term of this Agreement, and any post-term period for purposes of inspection, repair, and maintenance, the RECIPIENT shall be responsible to secure the necessary access and/or real property rights for any property essential to the Project that is not owned by the RECIPIENT.
- C. The RECIPIENT agrees to cooperate fully and faithfully with investigations, audits or inquiries relating to the subject matter of this Agreement.

- D. The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

**Article 8. Landowner Agreement.**

- A. For Projects performed in whole or in part on a Landowner's property, the Project may not commence until RECIPIENT has provided DCSWCD with a written permission from such Landowner(s), in form approved by DEP, granting DCSWCD, and/or DEP and any of their officials, employees, agents and/or contractors, at no cost, access to the Landowner's property for purposes of assessment, design, inspection, construction (including maintenance work), monitor and/or repairing the Project, as DEP, DCSWCD and the RECIPIENT deem appropriate.
- B. In addition to the foregoing, the Project may not commence until RECIPIENT has provided DCSWCD with a Landowner O&M Agreement signed by the Landowner(s) of any property, unless waived in writing by DEP upon which the Project is located in whole or in part, in form approved by DEP, whereby such Landowner(s) agrees to comply with the rules and guidelines set forth in the O&M agreement for properly maintaining the Project area.

**Article 9. Procurement of Goods and Services.**

- A. **Business Integrity for Certain Project Contracts.** The RECIPIENT agrees and covenants to hire only responsible consultants and contractors ("Recipient Project Contractor") with respect to any work to be performed under this Agreement. A responsible person or firm is one who or which, in the reasonable opinion of the RECIPIENT and/or its agents or representatives, has the capability in all respects to fully perform the contract requirements, including appropriate licenses where applicable, sufficient financial capabilities, equipment and personnel, and the business integrity to justify the award of public tax dollars. A RECIPIENT Project Contractor shall be deemed to lack the requisite business integrity if any of the following criteria set forth in Subsection A(i)-(vii) are met within or during the period commencing ten (10) years prior to and continuing through the date of DEP's determination made in accordance with the procedures below. Notwithstanding the foregoing, a determination by DEP is not required if: the proposed contract between a RECIPIENT and Recipient Project Contractor ("Project Contract") is valued at less than \$250,000 when aggregated with the value of all other contracts funded with funds provided by the City during the immediately preceding twelve-month period awarded to the same Recipient Project Contractor or if a proposed Recipient Project Contractor is an entity that is as described in Section 99-r of the General Municipal Law or any federal or local governmental agency. In determining whether a Recipient Project Contractor meets the foregoing threshold contract amount, RECIPIENT shall be entitled to rely on a certificate of the subject Recipient Project Contractor, except where RECIPIENT has actual knowledge that a Project Contract meets the foregoing threshold contract amount.
- (i) Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed RECIPIENT Project Contractor; or (d) conspiracy to do any of the above acts.

Evidence of such conduct shall consist of (A) (1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed RECIPIENT Project Contractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five (5) percent or more of the shares or equity of the proposed RECIPIENT Project Contractor, or any affiliate or subsidiary of the proposed RECIPIENT Project Contractor; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed RECIPIENT Project Contractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five (5) percent or more of the shares or equity of the proposed RECIPIENT Project Contractor, or any affiliate of the proposed RECIPIENT Project Contractor is a target.

- (ii) An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed RECIPIENT Project Contractor or any affiliate thereof.
- (iii) An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law including, but not limited to, the failure to maintain required workers' compensation or disability coverage.
- (iv) An actual determination by a person or entity which has jurisdiction of a submission by the proposed RECIPIENT Project Contractor to a government agency of a false or misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontractor.
- (v) A conviction or judgment of civil liability against the proposed RECIPIENT Project Contractor for fraud in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontract.
- (vi) Debarment or current suspension of the proposed RECIPIENT Project Contractor (i) for reasons of business integrity, or (ii) from consideration for the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
- (vii) Arrears for more than one year on income, sales or payroll taxes.

When a determination by DEP is required, before any contract is awarded to a Recipient Project Contractor for work, materials, equipment or services paid for in whole or in part with Project Funds, RECIPIENT shall require the proposed Recipient Project Contractor to complete and file the form attached as **Attachment D** electronically via the City's online payee information portal system ([www.nyc.gov/pip](http://www.nyc.gov/pip)), or such successor system, with copies to the following address:

New York City Department of Environmental Protection  
59-17 Junction Boulevard, 17th Floor  
Flushing, New York 11373-5108  
Attention: Agency Chief Contracting Officer



New York City Department of Environmental Protection  
71 Smith Avenue  
Kingston, New York 12401  
Attention: Stream Management Program Manager

Within ten (10) business days of receiving a written request for a determination, the City may provide DCSWCD and the RECIPIENT with a report indicating whether any of the criteria of Subsection (A)(i)-(vii) above are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the RECIPIENT Project Contractor will be deemed not to be a responsible RECIPIENT Project Contractor unless the City, DCSWCD and the RECIPIENT agree that the RECIPIENT Project Contractor possesses a satisfactory record of business integrity.

Even if the Recipient Project Contractor does not meet the criteria set forth in Subsection (A)(i)-(vii), the City may provide DCSWCD and the RECIPIENT with information within the ten (10) business day period following the submission of Attachment D which may be relevant to the question of whether a proposed Recipient Project Contractor has a satisfactory record of business integrity. Before awarding the Project Contract, RECIPIENT shall receive and consider such information provided by the City. If no report and no information, each as referred to in Subsection (A) above is received from the City within the ten (10) business day period following the submission of Attachment D, the DEP determination shall be deemed to be that the proposed consultant or contractor is a responsible Recipient Project Contractor for purposes of this Section.

- B. Required Project Contract Provisions.** A Project Contract to perform work to be paid with funds provided by the DCSWCD pursuant to this Agreement shall include the following provisions:
- a. A requirement that the Recipient Project Contractor perform all work in accordance with the terms of this Agreement, and with the Scope of Work.
  - b. A requirement that prior to commencement of work on the Project, the Recipient AND Project Contractor maintain liability insurance in full force and effect during the entire period of performance of the Project in sufficient amount and scope to protect the interests of the DCSWCD and the City as provided in Attachment B.
    - i. The Recipient Project Contractor shall name Delaware County Soil & Water Conservation District and the City of New York, their officials and employees, as additional insured with respect to the General Liability policy.
    - ii. The Recipient Project Contractor shall require all contractors and subcontractors prior to performing any portion of the Project to procure and maintain insurance in the types and amounts set forth in Attachment B during the entire period of the performance of the Project.
    - iii. The Recipient Project Contractor shall require all contractors and subcontractors to submit to DCSWCD, for approval by DCSWCD and DEP, all Certificates of Insurance for the coverage required in this Agreement upon request.
  - c. A statement and requirement that nothing contained in the Project Contract shall create any contractual relationship between the Recipient Contractor, and DCSWCD or the City.
  - d. A statement and a requirement that the Recipient Project Contractor and subcontractors agree to indemnify and save harmless the city and DCSWCD, and their officials and employees, and assume liability for injuries where such injury, sickness or disease including where such injury, sickness or

disease including death, or damage is the result of the subcontractor's negligence or intentional tortious act arising from any activities related to this Agreement.

- e. A statement that nothing contained in the Project Contract shall impair the rights of the City.
- f. A requirement that the Recipient Project Contractor recognizes that time is of the essence and that the RECIPIENT will suffer financial loss and inconvenience to the public if the scope of the work are not substantially completed with the time periods specified for any such work or obligations. The Recipient Project Contractor also recognize that the delays, expense and difficulties involved in identifying and proving in a legal or other dispute resolution proceeding the actual loss suffered by RECIPIENT if the scope of the work and other obligations of the Recipient Project Contractor contemplated in the Project Contract are not substantially completed on time. Accordingly, instead of requiring any such proof regarding damages related to the Recipient Project Contractor's failure to perform in a timely manner, Recipient Project Contractor and RECIPIENT hereby agree that as liquidated damages for delay (and not as a penalty) Recipient Project Contractor shall pay the amount of Five Hundred Dollars (\$500.00) for each day that expires after the time specified for the completion of the work herein.
- g. A requirement that the Recipient Project Contractor promptly repair, replace, restore or rebuild, as DCSWCD may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, at no additional cost, for a period of one (1) year from completion of the Project.
- h. A requirement that the City be granted a license to use all written or electronic materials developed by Recipient Project Contractor or its subcontractors in connection with the Project, for any purpose.

#### Article 10. Suspension and Termination.

DCSWCD may, by written notice to RECIPIENT effective upon mailing, suspend or terminate this Agreement in whole or in part at any time, (i) for DCSWCD's convenience, (ii) upon the failure of the RECIPIENT to comply with any of the terms or conditions of this Agreement, or (iii) upon the RECIPIENT becoming insolvent or bankrupt.

RECIPIENT shall not enter into or otherwise create new obligations relative to this Agreement following receipt of such notice, without the written consent of DCSWCD, and shall cancel or suspend cancelable subcontracts for goods, services or other work on the Project that is not yet performed.

Upon termination of this Agreement, the RECIPIENT shall comply with any and all DCSWCD close-out procedures, including, but not limited to accounting for and refunding to DCSWCD within thirty (30) days, any unearned funds that have been paid to RECIPIENT pursuant to this Agreement.

In the event DCSWCD terminates this Agreement, in whole or in part, as provided in this Article, DCSWCD may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the RECIPIENT shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of DCSWCD, any services procured by DCSWCD to complete the Services herein will be charged to RECIPIENT and/or set-off against any sums due to RECIPIENT.

The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

**Article 11. Modifications.**

This Agreement may be amended or modified upon the mutual agreement of the Parties. This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties.

**Article 12. Records and Reports.**

DCSWCD and the City shall have the right to use all written and digital materials, documents and information that are gathered or prepared for, or as a result of, this Agreement for any purpose deemed appropriate by DCSWCD or the City, as applicable, in order for DCSWCD to meet its obligations and/or for other non-commercial purposes. The RECIPIENT shall maintain complete and accurate records in readily accessible files on all of its activities in connection with this Agreement. Such records shall include, but are not limited to, financial records detailing the receipt, management, and disbursement of all funds provided pursuant to this Agreement. The RECIPIENT shall maintain all records relating to this Agreement a period of six (6) years after termination of this Agreement. The Parties expressly acknowledge that the obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

**Article 13. Agreement.**

This Agreement is a fully integrated Agreement and constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way. The RECIPIENT may assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title, or interest therein, to any person, company or corporation, provided that: (a) DCSWCD agrees in advance in writing to such assignment, transfer, conveyance, sublet, or other disposition, and (b) the assignee, transferee, sublessee, or other party to whom an interest herein is being transferred agrees in writing, to assume RECIPIENT's liabilities and obligations under this Agreement. This Agreement is not intended to create any benefit or interest in any third party. Nothing contained in this Agreement shall create any contractual relationship between RECIPIENT and the City. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Headings should not be used for interpretation.

**Article 14. Notification.**

Unless otherwise expressly provided in this Agreement, any notice from one Party to the other required or permitted to be given hereunder shall be in writing, sent by email, or delivered by hand to the following addresses:

**If to DCSWCD:**

**Delaware County Soil & Water Conservation  
District  
Attn: Lawrence Underwood, Executive  
Director  
44 West Street, Suite 1  
Walton, NY 13856  
larry-underwood@dcswcd.org**

**If to RECIPIENT:**

**Town of Walton  
Attn: Joseph M. Cetta, Supervisor  
129 North Street  
Walton, NY 13856  
waltonsupervisor@stny.rr.com**

AND FURTHER, we, the undersigned, have read and agree with this SMIP Grant Agreement. Further, we have reviewed the attached Attachments and approve it.

For the RECIPIENT:

TOWN OF WALTON

By: \_\_\_\_\_  
NAME: Joseph M. Cetta  
TITLE: Supervisor  
DATE: \_\_\_\_\_

For DCSWCD:

Delaware County Soil & Water Conservation District

BY: \_\_\_\_\_  
NAME: Larry Underwood  
TITLE: Executive Director  
DATE: \_\_\_\_\_

Acknowledgement of Town of Walton

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

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public                  County

Acknowledgement of DCSWCD

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

On this \_\_\_ day of \_\_\_\_\_, 2022, before me personally came **Larry Underwood**, to me known, who, being by me duly sworn, did depose and say that he is the Executive Director for DCSWCD described in and which executed the foregoing instrument; and that he signed his name thereto by the authority of DCSWCD.

\_\_\_\_\_  
Notary Public                  County