

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

**Call to Order 6:00 PM**

**11 September 2023**

- 1. Moment of Silence**
- 2. Pledge of Allegiance – Len Govern**
- 3. Invocation**
- 4. Floor time**
- 5. Approval of Minutes – 7 August 2023**
- 6. Assessor, Code, Dog Control, FEMA Coordinator -**
- 7. Highway Report:**
- 8. Town Clerk Report:**
- 9. Supervisor Report:**

**Generator Proposals**

**Humane Society Annual Agreement**

**Cell Tower Agreement**

**10. 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>

**11. 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: 9/11/2023**  
**RE: REPORT**

- ✓ We have taken delivery of the Broce Broom recently purchased.
- ✓ We have completed the sealing of our roads.
- ✓ Both mowers are up and running.
- ✓ We have received quotes for plow and sander for the new Ram 5500.

**Martin J. Way, Jr.**  
**Dog Control Officer, Town of Walton**  
**129 North Street Walton,**  
**New York 13856**  
**August 2023**  
**Dog Control Activity Summary**

<b>Complaints</b>	<b>10</b>
<b>Dogs Seized</b>	<b>3</b>
<b>Returned to Owner</b>	<b>0</b>
<b>Humane Society</b>	<b>3</b>
<b>Dangerous Dogs</b>	<b>0</b>
<b>Tickets Issued</b>	<b>6</b>
<b>Total Redemption Fees</b>	<b>0</b>
<b>Assistance</b>	<b>1</b>
<b>Mileage</b>	<b>114 Miles</b>

# TOWN CLERK'S MONTHLY REPORT

TOWN OF WALTON, NEW YORK  
TO THE SUPERVISOR:

AUGUST '2023

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	\$1,838.50
DA2665 SALE OF HWY EQUIPMENT		
A2401 INTEREST FROM WAYNE	\$3.82	
A2545 MARRIAGE LICENSES	\$40.00	
A2545 MARRIAGE, DEATH, BIRTH CERTIFICATES	\$278.00	
A2545 GENEALOGY	\$22.00	
B2555 BUILDING PERMITS	\$700.00	
A1255 MISC. FEES	\$25.25	
A2544 DOG LICENSES	\$538.00	
A1010-1090 REAL PROPERTY TAX		
A2665 SURPLUS ITEMS		
A1090 REAL PROPERTY PENALTIES		
DB2545 HWY. DEPARTMENT	\$300.00	
DA2655 HWY. SLUICE		
A2545 DECALS	\$765.00	
A1170 FRANCHISE		
B2770 ZONING/PLANNING		
B2110 ZBA FEES		
B2115 PLANNING FEES		
	<b>TOTAL RECEIPTS</b>	<b>\$2,670.07</b>
	<b>GRAND TOTAL</b>	<b>\$4,508.57</b>

## DISBURSEMENTS

DECALS	\$80.30	
TOWN CLERK FEES/INTEREST TO SUPERVISOR	\$514.20	
53% OF DOG LICENSE TO SUPERVISOR	\$1,001.00	
TOWN TAX REVENUES TO SUPERVISOR		
AMOUNT PAID TO DEPT. OF AG. & MARKET	\$243.00	
AMOUNT PAID TO COUNTY FOR DOG FEES		
AMOUNT PAID TO STATE HEALTH FOR MARRIAGE		
TOWN TAX TO COUNTY TREASURER		
NSF CHECKS		
REFUNDS		
OTHER (POST OFFICE)		
	<b>TOTAL DISBURSEMENTS</b>	<b>\$1,838.50</b>
	<b>NET BALANCE</b>	<b>\$2,670.07</b>
	<b>BANK BALANCE</b>	<b>\$1,688.07</b>
LESS OUT STANDING CHECKS	\$7.00	
(+) OUTSTANDING DEPOSITS	\$981.00	
	<b>ENDING BALANCE</b>	<b>\$2,670.07</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 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 AUGUST 2023.

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							
Savings	\$ 801,733.48	\$ 78,504.66	\$ 847,671.39	\$ 1,040,097.00	\$ -	\$ -	
<b>WAYNE BANK</b>							
Checking	\$ 506.88	\$ 54.17	\$ 1,644.43	\$ 159.66			
<b>TAXES/Penalty</b>							
Interest	\$ 1,281.41	\$ 132.71	\$ 1,341.40	\$ 1,651.45			
Justice Fines	\$ 2,389.00						
Town Clerk Report	\$ 179.20						
Dog Licenses	\$ 1,001.00						
Building Permits		\$ 235.00					
<b>MORTGAGE TAX</b>							
<b>REIMBURSEMENT</b>							
CELL TOWER RENTAL	\$ 5,941.38						
PLANNING/ZONING FEE							
FRANCHISE		\$ 100.00					
SURPLUS EQUIPMENT							
DRIVEWAY PERMIT							
GRANT							
HYDRO SEEDER							
FEMA							
Interest on Checking	\$ 77.84	\$ 0.29	\$ 66.60	\$ 57.15			
<b>TOTAL REVENUE</b>	<b>\$ 10,869.83</b>	<b>\$ 468.00</b>	<b>\$ 1,408.00</b>	<b>\$ 1,708.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

DISBURSEMENTS	A	B	DA	DB	H	H	H
Payroll Transfers	\$ 22,992.65	\$ 1,526.28	\$	\$ 37,247.33			
General Checking (A/B)	\$ 60,702.20	\$ 49.98	\$ 79,034.39	\$ 65,747.42			
TRANSFER							
BANK FEE							
INTUIT							
<b>TOTAL PAYMENTS</b>	\$ 83,694.85	\$ 1,576.26	\$ 79,034.39	\$ 102,994.75	\$	\$	\$
<b>Balances End of Month</b>	\$ 729,415.34	\$ 77,450.57	\$ 771,689.43	\$ 938,970.51	\$	\$	\$
<b>Reconciled Checking</b>	\$ 584.72	\$ 54.46	\$ 1,711.03	\$ 216.81			
<b>Savings</b>	\$ 728,830.62	\$ 77,396.11	\$ 769,978.40	\$ 938,753.70	\$	\$	\$
ARPA FUNDS	\$155,044.02						
BOB GOULD O&M			\$10,431.92				
OXBOW HOLLOW O&M			\$18,623.23				
WALTON MT. O&M			\$12,760.59				
CWC MURPHY HILL			\$23,323.93				
HYDRO SEEDER- RESER			\$4,099.04				
<b>Certificate of Deposit</b>							
Bank/Rate	WAYNE/5.30%		WAYNE/5.00%		WAYNE/3%	WAYNE/5.00%	
Length	12-MONTH CD		12-MONTH CD		1-Year	12-MONTH	
Amount	333,180.16		\$ 322,595.44		\$12,446.69	\$439,591.95	
	WAYNE/3.00%						
	15-MONTH CD						
	\$5,858.23						

**RESOLUTION#**

**A motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the successful low bidder Trimbell Electric LLC in the amount of \$49,575.00 for the installation of a generator at the First Baptist Church, 61 Townsend Street, Walton, NY 13856. The funds will come from the ARPA funds awarded to the Town of Walton.**



PO Box 88, 46610 State Hwy 10, Delhi, NY 13753  
Phone: 607-746-3080 Fax: 607-746-7896  
E-mail: [info@heartofthecatskills.org](mailto:info@heartofthecatskills.org)

### AGREEMENT

This agreement, made this 30<sup>th</sup> day of June 2023 between the Town of Walton (the "Town"), in Delaware County and THE HUMANE SOCIETY OF CENTRAL DELAWARE COUNTY, INC. (d/b/a HEART OF THE CATSKILLS HUMANE SOCIETY) ("HCHS"), in Delhi, NY;

WHEREAS, the Town occasionally has stray or lost dogs and cats that are picked up by its employees;

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter recited, the parties agree as follows:

1. The Town assumes all responsibility for the handling and turning over of any dog or cat to HCHS and agrees to hold harmless and defend HCHS from any and all claims in connection with the picking up and turning over of said animals, and euthanizing of any such animal turned over to HCHS by the Town.
2. In the case where the Town has a holding facility for the handling of stray dogs and cats, the Town will hold such animals for five days before turning over such animals to HCHS on the sixth day.
3. The Town agrees to pay HCHS a fee of forty dollars (\$40.00) for each dog and five dollars (\$5.00) for each cat turned over to HCHS by the Town, its agents or employees.
4. If the Town is not a township in Delaware County, the Town shall also pay an annual contract fee of \$250.00 to HCHS, due upon signing of this agreement.
5. For court ordered holds, or for any animal brought to HCHS in connection with allegations of animal cruelty, the Town will be charged a boarding fee of \$10 per day for each animal (either cat or dog) for the period of time of the hold or, in the case of an animal cruelty case, the period of time before the prosecuting authority notifies HCHS in writing that it does not require the animal to be held in connection with its prosecution, payable by the Town upon receipt of billing from HCHS.
6. HCHS assumes all responsibility for collecting fees from any person who redeems any animal that has been turned over to HCHS by the Town. HCHS assumes all responsibility for collecting impoundment fees from any person who redeems an animal that has been turned over to HCHS by the Town. HCHS will keep all impoundment fees as part of HCHS's \$40.00 fee (as set forth in



paragraph 3 above) and will bill the remainder of that fee to the Town, which fee shall be payable upon receipt of billing from HCCHS.

7. The Town shall deliver the animals to HCCHS by the Dog Control Officer of the Town, or a duly designated agent or employee of the Town. The Dog Control Officer shall keep a record of all such animals left with HCCHS.

8. The Town understands that fees of HCCHS are subject to change. HCCHS will notify the Town thirty (30) days before any change is to take effect.

9. HCCHS agrees to bill the Town for stray animals brought to the shelter by the Dog Control Officer.

10. HCCHS agrees to accept, upon payment of the fees mentioned above, any animal brought to it by the Town and to take good care of each such animal as is HCCHS's usual practice.

11. Following the expiration of the redemption period as outlined in Article 7 of the New York State Agriculture and Markets Law ("Article 7"), Section 117 (4)&(6), ownership of seized dogs will be transferred to HCCHS pursuant to Article 7, Section 117 (7) for the purpose of placing them in adoptive homes, transferring them to the State University of New York, foster care or another approved shelter, or for any other lawful purpose as provided in Article 7, Section 117 (7-a).

12. This agreement may be cancelled upon review of same by the governing body of either party. Each party agrees to give other party thirty (30) days' written notice of cancellation.

The Humane Society of Central  
Delaware County, Inc.

The Town

By:

  
Name: Brent Truitt  
Title: Treasurer

By: \_\_\_\_\_

Name:

Title:

Name of Current Dog Control Officer: \_\_\_\_\_  
Telephone Number of DCO: \_\_\_\_\_

Verizon Wireless Site Name Walton DT - A  
Verizon Wireless Site ID 500026290

Crown Site Name Walton  
Crown Business Unit 808718  
License Number 558735  
Amendment Number: 779598

## FIRST AMENDMENT TO SHORT FORM TOWER LICENSE AGREEMENT

This First Amendment to Short Form Tower License Agreement (this "Amendment") is made and entered into as of this \_\_\_\_\_, by and between Town of Walton, a New York municipal corporation ("Licensor") and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("Licensee").

### RECITALS:

WHEREAS, Licensor (and/or certain of its affiliates and/or predecessors-in-interest) and Licensee (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Short Form Tower License Agreement dated December 21, 2017, as may have been previously amended and/or assigned (hereinafter the "Co-Location Agreement"), whereby Licensee leases or licenses from Licensor certain space at a telecommunications facility (Crown BU# 808718) described in the Co-Location Agreement (the "Site"); and

WHEREAS, the parties desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
2. **Licensee's Ground Space.** To the extent that any changes to Licensee's space on the ground at the Site ("Ground Space Changes") are designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B, attached hereto, then, for all purposes under the Co-Location Agreement as amended hereby, the descriptions of Licensee's space on the ground as set forth in the Co-Location Agreement, including, without limitation, any descriptions of Licensee's space on the ground set forth in any schedules, exhibits or attachments to the Co-Location Agreement, are hereby amended to the extent of (i) such Ground Space Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B, attached hereto, and (ii) any further descriptions of such Ground Space Changes in Attachment A, attached hereto. Notwithstanding anything to the contrary herein, the descriptions of Licensee's space on the ground set forth herein in addition to the Ground Space Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B attached hereto (together with any further descriptions of such Ground Space Changes in Attachment A, attached hereto), are for the convenience of the parties, and execution of this Amendment is not intended to constitute certification by either party that such descriptions of such other ground space are accurate.

TT. 853550East  
Prepared by E Williamson  
Prepared on May 10, 2023  
Revised on  
Master Exhibit Version 07/01/09, (2/7/11)  
Verizon One Size Fits All Amendment

LRF Rev # 4  
App Rev # 4  
MLA # 278410

3. **Licensee's Tower Space.** To the extent that any changes to Licensee's space on the tower at the Site ("Tower Space Changes") are designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment C, attached hereto, then, for all purposes under the Co-Location Agreement as amended hereby, the descriptions of Licensee's space on the tower set forth in the Co-Location Agreement, including, without limitation, any descriptions of Licensee's space on the tower set forth in any schedules, exhibits or attachments to the Co-Location Agreement, are hereby amended to the extent of (i) such Tower Space Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment C, attached hereto and (ii) any further descriptions of such Tower Space Changes in Attachment A, attached hereto. Notwithstanding anything to the contrary herein, the descriptions of Licensee's space on the tower set forth herein in addition to the Tower Space Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment C, attached hereto (together with any further descriptions of such Tower Space Changes in Attachment A, attached hereto), are for the convenience of the parties, and execution of this Amendment is not intended to constitute certification by either party that such descriptions of such other tower space are accurate.

4. **Licensee's Permitted Equipment.** To the extent that any changes to Licensee's equipment ("Equipment Changes") are designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B and/or Attachment C, attached hereto, then, for all purposes under the Co-Location Agreement as amended hereby, the descriptions and specifications of Licensee's equipment set forth in the Co-Location Agreement, including, without limitation, any equipment descriptions and specifications with respect to Licensee's equipment set forth in any schedules, exhibits or attachments to the Co-Location Agreement, are hereby amended to the extent of (i) such Equipment Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B and/or Attachment C, attached hereto and (ii) any further descriptions of such Equipment Changes in Attachment A, attached hereto. Notwithstanding anything to the contrary herein, the descriptions and specifications of any equipment herein in addition to the Equipment Changes designated as "Proposed", "To Be Removed" or "To Be Relocated" in Attachment B and/or Attachment C, attached hereto (together with any further descriptions of such Equipment Changes in Attachment A, attached hereto), are for the convenience of the parties, and execution of this Amendment is not intended to constitute certification by either party that such descriptions and specifications of such other equipment herein are accurate.

5. **Increase to Recurring Fees.** The monthly fee due under the Co-Location Agreement shall increase by Forty and 00/100 Dollars (\$40.00) on August 1, 2023.

6. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Verizon Wireless Site Name: Walton DT - A  
Verizon Wireless Site ID: 5000026290

Crown Site Name: Walton  
Crown Business Unit: 808718  
License Number: 558735  
Amendment Number: 779598

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

**LICENSOR:**

Town of Walton,  
a New York municipal corporation

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Cellco Partnership  
d/b/a Verizon Wireless

By:  \_\_\_\_\_

Name: Denny Burdick

Title: SA Manager NE/NEG

Date: AUG 8, 2023

TT 853550East  
Prepared by E Williamson  
Prepared on May 10, 2023  
Revised on  
Master Exhibit Version 07/01/09, (2/7/11)  
Verizon One Size Fits All Amendment

LRF Rev #. 4  
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