

## **Chapter 15**

### **CLAIMS AGAINST VILLAGE**

**§ 15-1. Legislative intent.**

**§ 15-2. Notice required.**

**§ 15-3. Other claims; notice requirements; limitations; venue of actions.**

**§ 15-4. Compromise of claims.**

**[HISTORY: Adopted by the Board of Trustees of the Village of Walton 4-6-2009 by L.L. No. 2-2009. Amendments noted where applicable.]**

**§ 15-1. Legislative intent.**

It is the intention of the Village to require written notice of certain defects within the Village prior to the commencement of an action against the Village.

**§ 15-2. Notice required.**

- A. Dangerous or defective conditions. No civil action shall be maintained against the Village for damages or injury to person or property sustained in consequence of any street, highway, bridge, culvert, sidewalk, crosswalk or public building being defective, out of repair, unsafe, dangerous or obstructive unless it appears that written notice of the defective, dangerous, unsafe or obstructive condition of such street, highway, bridge, culvert, sidewalk, crosswalk or public building was actually given to the Village Clerk, and there was a failure or neglect within a reasonable time after the giving of such notice to remedy, repair or remove the defect, danger or obstruction complained of.

- B. Snow or ice. No civil action shall be maintained against the Village for damages or injury to person or property sustained in consequence of the existence of snow or ice upon any sidewalk, crosswalk or street, unless written notice thereof relating to the particular complaint was actually given to the Mayor or the Board of Trustees, and there was a failure or neglect to cause such snow or ice to be removed, or the place otherwise made reasonably safe, within a reasonable time after the receipt of such notice.

**§ 15-3. Other claims; notice requirements; limitations; venue of actions.**

All claims against the Village for damages or injuries to persons or property, invasion of personal or property rights of every name and nature whatsoever shall be governed by the provisions of Article 4 of the General Municipal Law. The place of trial of all actions or proceedings against the Village or its boards or officers shall be in the County of Delaware.

**§ 15-4. Compromise of claims.**

The Board of Trustees shall have the power to pay, compromise or settle any such claim which may be made against the Village for damages, provided such claim is presented within the time and in the manner hereinbefore prescribed, and the sum or sums so expended shall be included in the amount to be raised by tax for general purposes as herein provided.