

TOWN BOARD MEETING

August 10 2015

6:00 P.M.

PRESENT:

Councilpersons: Kevin Armstrong, Leonard Govern, Luis Rodriguez-Betancourt, Patty Wood (arrived at 6:08), Supervisor Bruce Dolph, Hwy. Supt., Walt Geidel, Attorney Sean Becker and Town Clerk Ronda Williams

OTHERS PRESENT:

Ron Galley- The Walton Reporter, Steven Dutcher, Maureen Wacha, Charlie Gregory – Village Trustee, Keith Davis

**RESOLUTION #73**

**APPROVAL OF MINUTES**

A motion was made by Councilman Govern, seconded by Armstrong approving the minutes of July 13, 2015 and July 23, 2015 as presented. All in favor, motion carried.

FLOOR TIME:

Maureen Wacha of the Walton Chamber of Commerce explained to the Board that the Chamber had purchased a commercial flag pole that was originally going to be placed in Bassett Park. When the Village and Chamber could not come to a compromise as to the placement of the flag, the Chamber decided to offer the flag to the Town of Walton. Ms. Wacha suggested placing the flag in the new green area of the old Reporter building location. Ms. Wacha informed the Board that the pole cost \$1,200, will stand 25' and comes with a lockbox to protect unwanted lowering of the flag. The Board was in agreement.

**RESOLUTION#74**

**DONATION OF COMMERCIAL FLAG POLE**

A motion was made by Councilman Armstrong, seconded by Rodriguez-Betancourt accepting the donation of a commercial flag pole from the Walton Chamber of Commerce. All in favor, motion carried.

SUPERINTENDENT OF HWY. REPORT:

Requested permission to surplus a 5<sup>th</sup> wheel that was left off the previous surplus list.

**RESOLUTION #75**

**DECALRED SURPLUS**

A motion was made by Councilman Armstrong, seconded by Govern granting permission to surplus a 5<sup>th</sup> wheel that is no longer needed by the Town of Walton Highway Department. All in favor, motion carried.

Reported that he has addressed a few sign issues. Some that were misspelled, he ordered letters to correct and replaced other signs that were missing.

Supervisor Dolph thanked the Town and Village Highway Departments for their help in the demolition of the old Reporter Building.

TOWN CLERK'S REPORT:

Provided my Monthly report.

Reported that we currently have 58 past due dog licenses with 33 of them due for July. I will be sending out July second notices prior to tickets for July being issued.

Supplied a Shared Service Agreement for the Board to review. Discussion took place about shared municipalities having the same language contract. It was decided that the Town would use the proposed contract and share services with other entities in agreement with the contract. The Board had suggested adding the Walton Fire District and the Walton Cemetery Association

**RESOLUTION #76**

**AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO  
SIGN A CONTRACT FOR SHARED HIGHWAY  
SERVICE ON BEHALF OF THE TOWN OF WALTON**

At the regular meeting of the Town Board of the Town of Walton duly held at The Town Hall, 129 North Street, Walton, NY on the 10<sup>th</sup> day of August, 2015.

Present:	Bruce Dolph	Town Supervisor
	Kevin Armstrong	Council Member
	Patty Wood	Council Member
	Leonard Govern	Council Member
	Luis Rodriguez-Betancourt	Council Member
	Ronda Williams	Town Clerk

The following resolution was offered for adoption by Govern, which resolution was seconded by Wood.

Resolution authorizing the Town Supervisor to sign a contract on behalf of the Town of Walton to permit the highway department head to share services with the highway department head in other municipalities who possess similar authorization for borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

**WHEREAS**, all municipalities, including the Town of Walton have power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities, and;

**WHEREAS**, all municipalities, including the Town of Walton, have power and authority to borrow or lend materials and supplies to other municipalities, and;

**WHEREAS**, it is hereby determined that the Town of Walton and other municipalities have machinery and equipment which is not used during certain periods, and;

**WHEREAS**, it is determined that the Town of Walton and other municipalities often have materials and supplies on hand which are not immediately needed, and;

**WHEREAS**, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Walton and other municipalities may avoid the necessity of purchasing

certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

**WHEREAS**, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of Highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Board of the Town of Walton and the governing board of each of the other municipalities which may be parties to such agreement, since such agreements must often be made on short notice and at times when governing boards are not in session, and;

**WHEREAS**, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators hereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with swift approval process, and;

**WHEREAS**, it is the intent of the Town of Walton to give the Highway Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Board of the Town of Walton prior to the making of each individual arrangements, and;

**WHEREAS**, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of Highway Superintendent, authority to make similar arrangements, and;

**WHEREAS**, it is hereby determined that it will be in the interest of the Town of Walton to be a party to such shared service arrangements:

**NOW, THEREFORE BE IT RESOLVED**, that the Town Supervisor is hereby authorized to sign on behalf of the Town of Walton, the following contract:

1. For purposes of this contract, the following terms shall be defined as follows:

a. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contact for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city, county, town or village.

b. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive Officer has signed each individual contract.

c. "Shared Services" shall mean any service provided by one municipality for another municipality that is consistent with the purpose and intent of this contract and shall include but not be limited to:

I. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators

ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower, the value of which is equal to the borrowed supplies;

iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange;

iv. The maintenance of machinery or equipment by municipality for other municipalities.

d. "Superintendent" shall mean, in the case of a city, the head of the Department of Public Works; in the case of a county, The County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by the County Superintendents of Highways; in the case of a town, the Town Superintendent of Highways and in the case of a village, the Superintendent of Public Works.

2 The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the undersigned municipality.

3. The undersigned municipality by this agreement grants unto the Superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

a. The Town of Walton agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Walton. The determination as to whether such machinery, with or without operators, is needed by the Town of Walton, shall be made by the Superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Superintendents.

b. The Town of Walton agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators. Which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the best interest of the Town of Walton to lend to another municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Walton. By the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective Superintendents.

c. The Town of Walton agrees to repair or maintain machinery or equipment for any city, county, town, or village under terms that may be agreed upon by the Superintendent, upon such terms as may be determined by the Superintendent.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality shall be subject to the directions and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposes of Workers Compensation, liability and any other relationship with third parties, shall be considered the machinery of, and employee of the municipality owning the machinery and equipment.

f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its owner. In the event damages are cause as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

g. Each municipality shall remain fully responsible for its own employees, including but not limited to salary, benefits and Workers Compensation.

4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a Memorandum by the Superintendent. Such Memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the Memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared services arrangement is made without a Memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall within five days thereof, send to the provider a Memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event shared service related to or included any materials or supplies, such Memorandum shall identify such materials or supplies and time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value, it is agreed that the value of the shared service shall be set forth in the Memorandum.

7. All machinery and the operator, for the purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of Section 3 of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowing, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute may be resolved through mediation or arbitration.

11. Any municipality which is a party to the contract may revoke such contract by filing a notice of revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

13. The record of all transactions that have taken place as a result of the Town of Walton participating in the services afforded by the contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

14. If any provision of the contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the contract shall be continued in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

15. This contract shall be reviewed each year by the Town of Walton and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of Walton Board may extend or renew this contract at the termination thereof for another five year period.

16. Copies of this contract shall be sent to the Clerk and the Superintendent of each municipality with which the Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the Clerk of his municipality and the Superintendent.

**IN WITNESS THEREOF**, the Town of Walton has by order of the Town Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town of Walton to be affixed and attested by the Clerk thereof, this 10<sup>th</sup> day of August, 2015.

Town of Walton:

BY \_\_\_\_\_

Bruce Dolph, Town Supervisor

ATTEST\_\_\_\_\_

Ronda L. Williams, Town Clerk

SEAL

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the Chief Executive Officer of the following municipalities:

Delaware County DPW  
Delaware Valley Agricultural Society  
Town of Andes  
Town of Colchester  
Town of Delhi  
Town of Franklin  
Town of Hamden  
Town of Hancock  
Town of Middletown  
Town of Sidney  
Town of Tompkins  
Village of Delhi  
Village of Walton  
Walton Central School  
Walton Fire District  
Walton Cemetery Association

This resolution shall take effective immediately.

The vote having been taken upon such resolution the result was as follows:

Council Member	Yes	No
Kevin Armstrong	x	_____
Patty Wood	x	_____
Leonard Govern	x	_____
Luis Rodriguez-Betancourt	x	_____

  

Town Supervisor	
Bruce Dolph	x

There being a majority of the Town Board voting to approve the resolution, the resolution was declared by the Town Supervisor to be adopted, I, Ronda L. Williams, Clerk of the Town of

Walton, hereby certify that the above is correct text of the resolution adopted by the Town Board of the Town of Walton on the 10<sup>th</sup> day of August, 2015 and that the above is the complete and whole text of such resolution.

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Ronda L. Williams  
Town Clerk

SEAL

Reported that a letter from the Governor's Office of Storm Recovery has been received declaring in their recent audit found that the Town of Walton was making a diligent effort to comply with federal, state, and local regulations.

SUPERVISOR'S REPORT:

Supervisor Dolph presented a resolution for the Town of Walton to join the Upper Delaware River Tailwaters Coalition (UDRTC). The UDRTC is to develop and implement science based initiatives and policies that enhance the local economy, the cold water fishery and mitigate flooding in the Upper Delaware River and Tailwaters. He also presented a resolution to appoint members and alternate members to the UDRTC.

**RESOLUTION #77**

**JOIN THE UPPER DELAWARE RIVER TAILWATERS COALITION**

A motion was made by Councilwoman Wood, seconded by Rodriguez-Betancourt agreeing to the Town of Walton to join the UDRTC at a fee of \$100.00 per year.

**RESOLUTION #78**

**APPOINTMENT OF MEMBER AND ALTERNATE MEMBER FOR THE UPPER DELAWARE RIVER TAILWATERS COALITION (UDRTC) AND THE UPPER DELAWARE RIVER TAILWATERS AND TRIBUTARIES COMMUNITIES' TASK FORCE (TASK FORCE)**

**WHEREAS**, the Members of the TASK FORCE are cities, towns, villages, counties, and other municipalities located in the Upper Delaware River Tailwaters and Tributaries Region; and

**WHEREAS**, the URDTC and shall operate as a coalition and discussion forum for municipalities, non-governmental organizations, sporting groups, and other entities interested in its mission and objectives.

**WHEREAS**, the members of both groups are affected by the myriad state, federal and local rules and regulations governing water levels, fisheries, water releases; the maintenance of reservoirs and water resources throughout the region; and the impacts of flooding, erosion, accelerated sediment transport, and thermal disturbances which are particularly acute throughout the Upper Delaware River Tailwaters and Tributaries Region; and

**WHEREAS**, the members of both groups are affected by decisions made by such agencies as the Delaware River Basin Commission (DRBC), the Upper Delaware Council, the National Parks Service, Delaware River Rivermaster, the New York State Department of Environmental Conservation (DEC), the New York City Department of Environmental Protection (DEP), and other agencies responsible for the maintenance and regulation of water resources and habitats in and around the Members' communities; and

**WHEREAS**, the members of both groups wish to ensure their interests are adequately represented before these agencies, and therefore wish to join together to work in furtherance of common goals related to the watershed resources, fisheries, recreation, flood mitigation, and other matters; and

**WHEREAS**, the Members, desiring to reduce their transactional costs and desiring to speak with one voice on matters related to watershed resources, fisheries, recreation, and flood mitigation, do hereby enter into this Agreement to maintain an organization to effectuate these goals.

**WHEREAS**, the Town of Walton passed a resolution to become a member of the Task Force on August 10, 2015, and has agreed in principle to become a member of the UDRTC,

**NOW, THEREFORE BE IT RESOLVED**, the Town of Walton Supervisor Bruce Dolph appoints Bruce Dolph as the member and Leonard Govern as the alternate member of the UDRTC and Task Force.

**BE IT FURTHER RESLOVED**, the Town of Walton Supervisor Bruce Dolph will appoint new members and alternate members to the UDRTC and Task Force as vacancies occur and provide name changes to the Chair/President of the UDRTC and/or Task Force.

Reported the election results of the CWC Board

Received a press release about the water being released at the Cannonsville Reservoir.

Reported that union negotiations will be starting up again.

Reported that Kraft and SFCU have filed tax assessment reductions. Supervisor Dolph stated this could be a huge financial impact to the school district, town, village, and county. He asked Attorney Becker to report. Attorney Becker after conversation with Attorney Brett Cowen suggested that the Town of Walton seek a specialty council to handle the tax assessment challenges.

Supervisor Dolph informed the Board that the County passed a resolution agreeing to offer attorney help with town challenges over \$500,000.

Councilwoman Wood suggested contacting the village and school for help to cover the cost of a special council.

**RESOLUTION #79**

**PERMISSION TO SEEK SPECIAL COUNCIL FOR TAX ASSESSMENT CHALLENGES**

A motion was made by Councilwoman Wood, seconded by Rodriguez-Betancourt granting permission for Supervisor Dolph to seek special counsel and to bring information back to the Board prior to signing a retainer. All in favor, motion carried.

Reported that a letter was received by a Melissa Bishop complaining about the Fair Association and the Confederate flag issue.

Provided the Board with a cost update sheet for the old Reporter building on the demolition cost to date.

Councilman Armstrong expressed his concern on performing work on the Village of Walton property for the parking lot space. He would have preferred to hold a special meeting to discuss this all together and to be sure there will be reimbursement.

Supervisor Dolph state "he was pushing because of so many entities working together and trying to keep everything running smoothly to get the project done. He stated he will take caution in the future.

Councilwoman Wood questioned if there would be a road and what was the estimated time to completion? Supervisor Dolph confirmed that there would be a road and stated that the bid announcement must run for two weeks with bid openings on August 26, 2015.

Reported that he has starting working on the 2016 budget and will report soon.

Reported on his financial reports

Supervisor Dolph took the opportunity to provide accurate and updated information about questions and concerns that have just recently risen. He informed the Board that the Mental Health Committee in the past was trying to work with the Veterans' Administration about sharing space and that is when they started looking into the Treadwell School. The Veterans Administration could not commit and that is when they decided not to go with the school. He stated the problem is finding a large enough location without spending millions of dollars on a new building and an area that will benefit everyone.

Councilwoman Wood questioned if the Supervisor could push to keep Mental Health here in Walton? Supervisor Dolph stated he was pushing for that.

Another issue he felt was necessary to address was the impression that the Town and Village of Walton do not work together. Supervisor Dolph expressed that the two have been working together for years and the highway departments have always worked very well together. Supervisor Dolph stated that each other may not always agree but we always work together.

He spoke about a shared court system and stated, "If you have a system that is making money, why would you want to share that". At the town, we are looking to reduce our judges

#### CEO/DOG CONTROL REPORT:

Reported that he is working on last minute CRS information.

Code Office Dutcher suggested a way to add the available flood credit would be to declare the newly acquired property as an open space.

Discussion took place about adding deed restrictions or not, no action was taken.

Reported that the dog control list is up again and has recently had a bunch of dog bite cases.

I requested that the Board continue to look into adding a late fee to past due dog licenses as a deterrent. Supervisor Dolph asked Attorney Becker to look into this and bring back for the next meeting.

#### COMMITTEE REPORTS:

Councilman Armstrong asked for an update on the Infirmary progress. Supervisor Dolph stated he heard the certificate they had been waiting on has been approved and now they are looking at the cost effectiveness of private wells or public water.

Supervisor Dolph gave the Delaware County IDA credit for working so hard to bring business to Delaware County. He stated that the IDA has helped so many businesses within Walton and county wide. He stated Delaware Street will improve if we can address flooding.

Councilwoman Wood informed the Board that she had attended a meeting and was able to talk with a Verizon representative. She questioned him as to why there were bringing a temporary cell tower here to the Fair when they could have already been on our tower? Hopefully after Fair week, they will see the need for increased coverage for our area.

Councilwoman Wood thanked the Board and myself for granting permission to process the permit to hold the car cruise. She stated there were 58 cars that participated and the Community Band played at the theater.

#### APPROVAL OF BILLS:

##### **RESOLUTION #80**

##### APPROVAL OF BILLS

A motion was made by Armstrong seconded by Rodriguez-Betancourt approving the vouchers as presented for payment. All in favor, motion carried.

General Fund A	#136-156	\$	25,884.11
General OV B	#20	\$	30,000.00
General Hwy DA	#85-101	\$	17,038.58
OV Hwy DB	#26-33	\$	219,110.28

With no further business before the Board, the meeting was adjourned at 7:14 p.m.

Respectfully submitted,

Ronda Williams  
Town Clerk