

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

9 November 2020

- 1. Call to Order 6:00 PM**
- 2. Public hearing – 2021 Budget**
- 3. Floor Time:**
- 4. Approval of Minutes – 5 October, 22 October 2020**
- 5. Town Assessor, Code, Dog Control reports**
- 6. Highway Report:**
- 7. Town Clerk Report:**
- 8. Supervisor Report:**

Resolution – Quarry Lease Agreement extension

Resolution – 2021 Budget

Resolution – Shared Services Agreement (Highway)

Planning Board resignation

9. Committee/Council Reports

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

10. Approval of Abstracts:

General Fund A	194 – 233	\$51,725.00
General Fund B	13-25	\$8,386.69
General Highway DA	98 – 106	\$47,714.20
General Highway DB	40 – 44	\$23,082.11

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 OCTOBER 2020.

Fund	General Townwide (A)	General Outside (B)	Highway Townwide (DA)	Highway Outside (DB)	Good Neighbor (H)	Risk Retention (H)	Disaster Recovery (H)
RECEIPTS							
Balances First of Month							
Savings	\$ 592,725.56	\$ 51,724.77	\$ 674,204.07	\$ 579,063.68	\$ -	\$ -	
WAYNE BANK							
Checking	\$ 1,390.48	\$ 27.88	\$ 718.37	\$ 8,374.72			
TAXES/Penalty							
Interest	\$ 24.45	\$ 2.11	\$ 27.42	\$ 31.64			
Justice Fines	\$ 3,476.00						
Town Clerk Report	\$ 346.35						
Dog Licenses	\$ 358.00						
Building Permits		\$ 920.00					
MORTGAGE TAX	\$ 23,438.93						
REIMBURSEMENT							
CELL TOWER RENTAL	\$ 10,955.92						
PLANNING/ZONING FEE		\$ 150.00					
FRANCHISE	\$ 145.06						
CHIPPS							
DRIVEWAY PERMIT			\$ 50.00				
GRANT							
HYDRO SEEDER							
FEMA							
Interest on Checking	\$ 0.19		\$ 0.06	\$ 34,288.93			
TOTAL REVENUE	\$ 38,744.90	\$ 1,072.11	\$ 77.48	\$ 257,934.81	\$ -	\$ -	\$ -

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: November 5, 2020
RE: AGENDA

- ✓ I spoke with Patrick from northern crushing again, he said that he plans to begin crushing this week.
- ✓ We have received permits for two more of the sites that need repair following the DR 4397 event, both sites are on Beers brook.
- ✓ The crew has been working to prepare the fleet for winter operations, we had a chance to test most of the equipment and there were no major issues.

Seasonal help

Richard Doig
Mike Harrington
Steve Condon
Kylee Wiggans
Nathan Banks
Thomas Donovan
Dick DuMond

Martin J. Way, Jr.
Town of Walton, Dog Control
129 North Street
Walton, New York 13845
October 2020 Report

COMPLAINT	2
DOG SEIZED	0
RETURNED TO OWNER	0
.	
DANGEROUS DOGS	0
TICKETS ISSUED	0
TOTAL REDEMPION FEES	0
HELP REQUESTED	1
MILEAGE	28 Miles

Town of Walton
Code Enforcement Office
Stephen L. Dutcher, CFM

Monthly Summary Report
Month of October 2020

Building Permits Issued	7
Building Inspections Completed	26
Fire Inspections Completed	0
Notices of Violation Issued	0
Tickets Issued	0
Certificates Issued	7
Complaints Received	0
Floodplain Development Permits Issued	0
CO Searches	9

Extension of Quarry Lease Agreement

This Agreement made this ____ day of _____, 2020, by and between Mark W. MacGibbon and Gayla N. MacGibbon, 25321 State Highway 10, Walton, New York, 13856, Lessor, and Town of Walton, 129 North Street, Walton, New York, 13856, Lessee, relative to a certain lease agreement dated July 16, 2009, and recorded in the Delaware County Clerk's Office on August 26, 2009 in Liber 1264 of Deeds at Page 258, concerning the removal of top soil, sand and /or gravel on the premises known as Delaware County Tax Map No. 273-1-18.112.

For good consideration, Lessor and Lessee each agree to extend the term of said Lease for a period of one year, thus terminating on October 1, 2022, with no further right of renewal or extension beyond said termination date, unless otherwise agreed to in writing.

It is further provided, that all other terms of the Lease shall continue during this extended term as if set forth herein.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

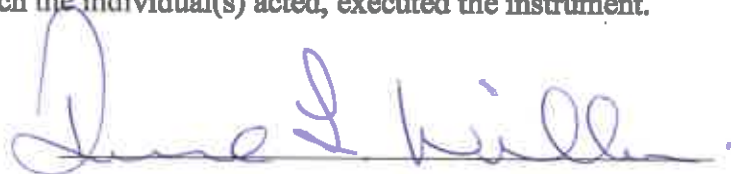
IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.


Mark W. MacGibbon


Gayla N. MacGibbon

ACKNOWLEDGMENT IN THE STATE OF NEW YORK, COUNTY OF DELAWARE ss.:

On October 16, 2020 before me, the undersigned Mark W. MacGibbon and Gayla N. MacGibbon, personally appeared, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgement)

RONDA L. WILLIAMS
01W0091003
Notary Public, State of New York
Qualified In Delaware County
My Commission Expires April 27, 2023

Town of Walton



Jeffrey J. Offnick, Highway Superintendent

ACKNOWLEDGMENT IN THE STATE OF NEW YORK, COUNTY OF DELAWARE ss.:

On October 16, 2020 before me, the undersigned Jeffrey J. Offnick, personally appeared, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgement)

RONDA L. WILLIAMS
01W16091003
Notary Public, State of New York
Qualified in Delaware County
My Commission Expires April 21, 2023

RESOLUTION #____ OF 2020

**RESOLUTION 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 ____th day of _____, 2020.

Present:	Joseph M. Cetta	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 _____, which resolution was seconded by _____.

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 contract 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 such 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 ____th day of _____, 2020.

Town of Walton:

BY _____
Joseph M. Cetta, 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 Deposit
- Town of Franklin
- Town of Hamden
- Town of Hancock
- Town of Masonville
- 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	___	___
Patty Wood	___	___
Leonard Govern	___	___
Luis Rodriguez-Betancourt	___	___
Town Supervisor		
Joseph M. Cetta	___	___

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 th day of _____, 2020 and that the above is the complete and whole text of such resolution.

Ronda L. Williams
Town Clerk

SEAL