

TOWN BOARD MEETING

July 14, 2025

6:00 P.M.

PRESENT: Councilpersons: Kevin Armstrong, Councilwoman Patty Wood, Leonard Govern, Highway Superintendent Jeff Offnick, Supervisor Joseph Cetta, Attorney Carly Walas, and Town Clerk Tamara MacDonald

ABSENT: Councilman Luis Rodriguez-Betancourt

OTHERS PRESENT: Rob Hafele, Sharon Way, Elizabeth DeFalco (The Reporter), Tim Fay

FLOOR TIME:

Timmy Fay stood forward and asked about the motives for ATV use for the Town of Walton. He has been working on looking over all of the rules and boundaries for the Town and Village for moving forward with making a local law.

Councilman Armstrong commented that he is looking in to the laws and regulations for the use of ATVs on the trails and we can come back to this topic. He spoke about we aren't against the new law but there is a lot more to the regulations that we want to make sure won't get the Town in any legal trouble.

The board agreed this is a topic we can discuss more next month.

**RESOLUTION #81**

**ACCEPTANCE OF MINUTES**

A motion was made by Councilman Armstrong, seconded by Govern approving the minutes of June 9, 2025 as presented. All in favor, motion carried.

ASSESSOR REPORT:

July 2025 Assessor Report to Town Board

- The electronic property record system has transitioned over to the 2026 assessment roll year, and we are starting data collection of this year's construction.
- KLR has agreed to submit more details to their proposed interim year contract. I hope to receive that by Monday's Board meeting, which I will then pass on to you.

KLR had proposed, as part of the initial submission for the revaluation, permit valuation and sales analysis at 10K per year for 2026-2029, then 88k to do a value update as necessary in 2030. That's a total of 128k for an update after 5 years. We paid 149k for the recent value update. Considering the lower cost, and factoring in inflation increases from now until 2030, it is a better deal for a town-wide update in 2030 than starting from scratch. In contrast, we had a quote 8 years ago for 24k, 36k, 36k for years 1-3, and 100,000k in year 4. This is 196k for an update after 4 years.

Our recent ER rates follow:

2017-100  
2018-100  
2019-100  
2020-100  
2021-95  
2022-87  
2023-77  
2024-71  
2025-100

- Approximately half of the grievances filed this year received a reduction in value due to inventory changes that had previously gone unreported to KLR and the Assessor's office. No further appeals have been filed to date.
- The Assessor computer operating system is aging out. I have gotten the following warning on the desktop computer.

## Stay protected: prepare for Windows 10 end of support

Starting October 14, 2025, Windows 10 will no longer receive technical support or free software updates. We value your loyalty to Windows and are committed to ensuring your continued protection.

Due to hardware limitations, your current device is not eligible to upgrade to Windows 11. If you are ready for something new, Microsoft recommends transitioning to a new Windows 11 PC, offering enhanced security features to safeguard your digital life.

Visit [Microsoft.com](https://www.microsoft.com) to explore the benefits of Windows 11 and plan your next steps to ensure you continue receiving essential updates and support.

- The property record system will be going online sometime in the future- maybe one County at a time over the next several years. When this happens, access to the property records will be available through the State server rather than at the County level. There is a lot of work to prepare for the transition- most of it centers on data entry and ensuring certain data fields, such as owner name and addresses, will be formatted correctly according to the State's parameters.

Because of using the State server rather than the County server, I don't think there will be as much set-up to enable the computers to interact with the State server. Access through a mobile phone and other devices will be possible. Therefore, it may not be worth it to invest in a new desktop system at this time. I will be discussing the options with our IT providers in Oneonta, to be sure our necessary information back-ups and so on will still continue to be secure on the existing Assessor laptop, and report back, if that is agreeable with the Board.

- Read more about RPS Online here, including FAQs, and internet and device requirements. <https://www.tax.ny.gov/research/property/rpsfaqs.htm>

Thank you. Respectfully submitted July 9, 2025  
Penny Haddad, Walton Assessor

CODE ENFORCEMENT:

Town of Walton  
Code Enforcement Office  
Garrett Newbauer

**Monthly Summary Report**  
Month of June 2025

Building Permits Issued	9
Building Inspections Completed	5
Fire Inspections Completed	3
Notices of Violation Issued	0
Tickets Issued	0
Certificates Issued	2
Complaints Received	1
Floodplain Development	
Permits Issued	0
CO Searches	4

DOG CONTROL REPORT:

Chris Bodo  
Dog Control Officer  
Town of Walton  
129 North Street  
Walton, NY 13856  
June 2025  
Report

Complaints: 5

Dogs Seized: 1

Humane Society: 1

Dangerous Dogs: 0

Tickets: 0

Redemption Fees: 0 for \$10.00 Town Kennel

Assisted other Departments: 2 Sheriffs Dept. and Health Dept.

SUPERINTENDENT OF HWY. REPORT:

**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: 7/14/2025  
RE: REPORT

- ✓ We finished our chip sealing operations for this season.
- ✓ Looking at another road side mower that is listed for sale.
- ✓ We have received an updated shared services agreement from the Town of Middletown.
- ✓ The Town of Walton Shared services agreement is also due to be updated and distributed to the surrounding towns.

**RESOLUTION #82**

**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 14<sup>th</sup> day of July, 2025.

Present:	Joseph Cetta	Town Supervisor
	Kevin Armstrong	Council Member
	Patty Wood	Council Member
	Leonard Govern	Council Member
	Luis Rodriguez-Betancourt	Council Member
	Tamara MacDonald	Town Clerk

The following resolution was offered for adoption by L. Govern, which resolution was seconded by K. Armstrong.

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 municipally 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 14<sup>th</sup> day of July, 2025.

Town of Walton:

BY \_\_\_\_\_  
Joseph M. Cetta, Town Supervisor

ATTEST \_\_\_\_\_  
Tamara MacDonald, Town Clerk

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 a follow:

Council Member	<u>Yes</u>	<u>No</u>
Kevin Armstrong	X	___
Patty Wood	X	___
Leonard Govern	X	___
Luis Rodriguez-Betancourt	Absent	___
Town Supervisor		
Joseph M. Cetta	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, Tamara MacDonald, 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 14<sup>th</sup> day of July, 2025 and that the above is the complete and whole text of such resolution.

\_\_\_\_\_  
Tamara MacDonald  
Town Clerk

SEAL

TOWN CLERK'S REPORT:

Financial statements have been provided.

**RESOLUTION #83**

**RECREATION CONTRACT AGREEMENT 2025-2026**

A motion was made by Councilman Armstrong, seconded by Govern to approve the Recreation Agreement between the Village and Town of Walton for 2025-2026. All in favor, motion carried.

**RESOLUTION # 84**

**USE OF FACILITES**

A motion was made by Councilwoman Wood, seconded by Armstrong to approve Rebecca Mastrorocco use of Veteran's Plaza on July 30, 2025 from 10am -2pm for the purpose of Narcan Distribution and Recovery outreach. All in favor, motion carried.

**RESOLUTION #85**

**HUMANE SOCIETY AND TOWN OF WALTON ANNUAL AGREEMENT**

A motion was made by Councilwoman Wood seconded by, Govern, to accept the agreement between the Humane Society of Central Delaware County and the Town of Walton for stray or lost dogs brought to the Humane Society by the Walton Dog Control Officer at a fee of \$40.00/dog. All in favor, motion carried.

SUPERVISOR'S REPORT:

Supervisor Cetta stated how we are at a 100% for the equalization rate thanks to KLW.

We also have the option to continue the next 4 years with KLW, the board decided to save this answer for next month as we can look around and get quotes from other competitors to see compatibility on prices. With KLW we would have to budget \$88,000 per year.

Also, the Town cemetery is in need of a new mower and trimmer and we have got a quote from McAdams Lawn Mower Sales and Service Inc.

**RESOLUTION # 86**

**PURCHASING A MOWER AND TRIMMER**

A motion was made by Councilman Govern, seconded by Wood to approve purchasing a lawn mower for \$356.15 and trimmer for \$279.99 from McAdams Lawn Mower Sales and Service Inc. The pricing matched the State Contract pricing. All in favor, motion carried.

**COMITTEE REPORT:**

The board commented on the Freedom Festival that took place July 5, 2025. The festival was a great turn out and there wasn't a bad comment made about that day. Next year will be even better after a successful first year.

**APPROVAL OF BILLS:**

**RESOLUTION# 87**

**APPROVAL OF BILLS**

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

General Fund A	#104-137	\$67,126.94
General OV B	#13-14	\$34,081.81
General HWY DA	#61-66	\$3,084.44
OV HWY DB	#24-27	\$15,819.86

**RESOLUTION # 88**

**EXECUTIVE SESSION**

A motion was made by Councilman Govern, seconded by Armstrong to enter into executive session for attorney/client.

Entered 6:45 p.m.

No action taken after executive session, the meeting was adjourned 7:30 p.m.

Respectfully submitted,

Tamara MacDonald  
Town Clerk