

**TOWN OF GALWAY  
TOWN BOARD MEETING**

**March 2019**

Call to order -

Roll Call – Town Clerk DeFoe

Pledge to the flag – All

Approval of the minutes for the meeting held March 12, 2019

Communications Received – Town Clerk DeFoe

Reports of Committees

Reports of Department Heads

Budget

Approval of Abstract Fund A

Approval of Abstract Fund B

Approval of Abstract Fund DA

Approval of Abstract Fund DB

Approval of Abstract Fund SL

Supervisor's Report

Budget Amendments

Resolutions

Resolution to appoint Andy Decker to the Zoning Board of Appeals

Resolution for Mike and Tammy to attend AOT in Saratoga in May 9<sup>th</sup> and 10<sup>th</sup>.

Resolutions to accept the Justice Audits completed Joanne and Fred.

Other Business

The next Economic forum meeting will be held at Town Hall on April 24<sup>th</sup> at 7pm the public is welcome and encouraged to attend. Emails and fliers will be distributed next week.

Privilege of the Floor

Adjourn

REGULAR MEETING  
MARCH 12, 2019  
GALWAY TOWN HALL

Supervisor Smith called the meeting to order at 7:01 p.m. The following Town Board Members were present:

PRESENT: Supervisor Michael Smith      Councilman Fred Arnold  
                 Councilman Rod Wilday      Councilwoman JoAnne Peregrim-Grant  
                 Councilman Ryan Flinton

OTHERS PRESENT: D. Costanzo, Highway Superintendent; D. Sowle, Youth Commission Chair; J.D. Arnold; T. O'Brien, Dog Control Officer; H. Niedhammer; A. Decker & M. DeFoe, Town Clerk.

Pledge to the Flag

A motion was made by Councilwoman Grant, seconded by Councilman Flinton to approve the minutes of the February 13, 2019 Regular Meeting as submitted.

All ayes.

MOTION CARRIED

Town Clerk stated that Legal Notice was placed in Daily Gazette on February 16<sup>th</sup> & 17<sup>th</sup>, 2019 advising that the Town Board would be accepting sealed bids for a used 2003 or newer Gradall XL3100, 4 x 4 Excavator. Bid opening was on March 7, 2019 at 12:07 with Highway Superintendent, Dave Costanzo; Town Supervisor, Michael Smith & Town Clerk, Margaret DeFoe in attendance. The only bid received was that of Yacano Enterprises LLC, P.O. Box 1049, Norwich, NY 13815 for \$72,000.00.

Communications – Town Clerk stated that Board Members received copies of the following correspondence: Highway Maintenance Report for February with schedule for March; Usage Agreement between School & Town, individual insurance certificates would not be needed for each activity; Request from After Prom Committee for Donation; Draft Employee Handbook with updates; Building Department Report covering 1/1/19-3/12/19; Notification of FEMA & DEC sponsored training for Floodplain Managers was given to Bldg. Department, Supervisor, Planning & ZBA. Other correspondence received: Municipal Annual Report for Uniform & Energy Code reporting requirements for 2016 submitted 2/26/19, 2017 submitted 3/12/19 and Carol advised Town Clerk that Chet would submit 2018 Report by 4/1/19 deadline; Executed Nutrition/Transportation Agreement between Town & County; Thank you letter from Kathleen Manchester DeWitt for the help Victoria Hayner has given her over the last several years with STAR exemption forms; Thank you letter from Kristen Anaszewski, Friends of Library for the use of Town Hall for their yearly "Taste of Chocolate" fundraiser which was very well attended; Dog Control Officer's Report for January & February along with Shelter Report for January & February & Town Clerk advised that she would be working on a project with the County Clerk's Office and "Blue Star

Mothers” to collect donations for “Freedom Boxes” which will be sent to deployed troops.

**COMMITTEE/DEPARTMENT HEADS/LIAISON REPORTS: ZBA –**

**Councilman Arnold** stated he attended the ZBA meeting and Galway Co-Op Attorney John Sutton was present regarding area variance to construct a garage at the Fishhouse Road location. Application was tabled until next month as status of what they were doing with current shed/garage was unknown by Attorney. **Youth Commission – Donna Sowle, Youth Commission Chair** stated pee wee wrestling for grades 1-6 will be finished March 20<sup>th</sup>; grade 1 & 2 basketball got a late start due to construction, program started February 23<sup>rd</sup> and will run until March 30<sup>th</sup>; spring soccer will begin May 4<sup>th</sup> thru June 15<sup>th</sup> for pre-K thru 6<sup>th</sup> grade; Family Fun Day will be held June 15<sup>th</sup> from 1-4; working on summer recreation program for locations, Supervisor Smith suggested asking for old cafeteria in high school; Donna advised that Karen Moffat will be training Nyrelle Horton for the Summer Recreation Coordinator position, she will be stepping down after this year; newsletter article; Donna stated that she has article ready to send to Pam for newsletter & she is working on county grant and youth referral information. **Dog Control – Tom O’Brien** stated that a black lab was hit by a car on 147, he had to bring dog to Northway Emergency Clinic, owner was located. **Highway- Dave Costanzo, Highway Superintendent** stated for February they plowed & sanded 15 days; cut brush & overhead limbs; cleaned intersections & bridges; pumped water off Welch Road for 2 days & cleaned snow away from culverts. For March they will continue to plow & sand as needed; cut brush & overhead limbs; request posting of roads 4-ton limit; haul gravel for construction season; they received new F350 truck with the assistance of grant & F550 still being built may have it by April. Supervisor Smith stated that once Town pays for trucks the process begins for grant reimbursement. Gradall bid came in at \$72,000., will need resolution for that purchase. Dave questioned if Board would like to do another bulk waste drop off, May 7<sup>th</sup> thru 10<sup>th</sup> dates were set. Newsletter cut off is tomorrow, Supervisor will put something in regarding bulk waste dates. Resolution is also needed for Expenditure of Highway Moneys. Supervisor questioned salt situation. Dave stated that he had about 180 ton in salt shed storage and enough in account for an additional 200 ton.

Councilman Arnold made a motion, seconded by Councilman Wilday to approve the February 2019 General Abstract of Vouchers (A) for a total of \$22,583.00.

All ayes.

MOTION CARRIED

Councilman Wilday made a motion, seconded by Councilwoman Grant to approve the February 2019 General Abstract of Vouchers (B) for a total of \$6,093.20.

All ayes.

MOTION CARRIED

Councilwoman Grant made a motion, seconded by Councilman Flinton to approve the February 2019 Highway Abstract of Vouchers (DA) for a total of \$121,779.34.

All ayes.

MOTION CARRIED

Councilman Flinton made a motion, seconded by Councilman Arnold to approve the February 2019 Highway Abstract of Vouchers (DB) for a total of \$4,066.96.

All ayes.

MOTION CARRIED

Councilman Arnold made a motion, seconded by Councilman Wilday to approve the February 2019 Lighting District Abstract of Vouchers (SL) for a total of \$133.56.

All ayes.

MOTION CARRIED

Councilman Arnold made a motion, seconded by Councilwoman Grant to approve the Supervisor's Report for period ending 1/31/19 & 2/28/19.

All ayes.

MOTION CARRIED

**RESOLUTION #: 10-2019** – Authorization for Expenditure of Highway moneys. On a motion of Councilman Wilday, seconded by Councilman Flinton the following resolution was ADOPTED BY ROLL CALL VOTE:

Supervisor Michael Smith – AYE

Councilman Fred Arnold – AYE

Councilman Rod Wilday – AYE

Councilwoman JoAnne Grant – AYE

Councilman Ryan Flinton - AYE

RESOLVED that the Galway Town Board approve the 2019 Highway Agreement for Expenditure of Highway Moneys in the amount of \$366,500 to be set aside for the expenditure of primary work and general repairs upon 57.76 miles of Town of Galway Highways.

AYES – 5 NAYS – 0

MOTION CARRIED

**RESOLUTION #: 11-2019** – Posting of Roads to seasonal weight limits. On a motion of Councilwoman Grant, seconded by Councilman Arnold the following resolution was ADOPTED: AYES – 5 NAYS – 0

RESOLVED that the Galway Town Board authorize that effective immediately, all Town roads are subject to temporary closure to all vehicles with a gross weight in excess of four (4) tons. Such closure shall take effect upon the erection of signs by the Highway Superintendent on the section of highway for which such traffic is excluded and continues until such time as conditions shall permit opening. Further notice is hereby given that any person or persons violating this order shall be subject to punishment as provided in Section 1800 of the Vehicle & Traffic Law. Town Clerk will submit Legal Notice, Temporary Order Limiting Roads to 4 Ton on Town of Galway Roads, to the Daily Gazette for immediate release.

All ayes.

MOTION CARRIED

**RESOLUTION #: 12-2019** – Accept bid for Gradall. On a motion of Councilman Flinton, seconded by Councilman Arnold the following resolution was ADOPTED BY ROLL CALL VOTE:

Supervisor Michael Smith – AYE

Councilman Fred Arnold – AYE

Councilman Rod Wilday – AYE

Councilwoman JoAnne Grant – AYE

Councilman Ryan Flinton – AYE

RESOLVED that the Galway Town Board accept the bid from Yacano Enterprises LLC of Norwich, NY for a 2003 Gradall XL3100 4x4 SN:0314338 in the amount of

\$72,000. To be charged to DA5130.2 Machinery & Equipment.

AYES – 5 NAYS – 0

MOTION CARRIED

**RESOLUTION #: 13-2019** – Appointment of Herman Niedhammer, Jr. to ZBA. On a motion of Councilwoman Grant, seconded by Councilman Wilday the following resolution was ADOPTED: AYES – 5 NAYS – 0

RESOLVED that the Galway Town Board appoint Herman Niedhammer, Jr. to the Zoning Board of Appeals vacant position with a term to expire 12/31/21.

All ayes.

MOTION CARRIED

**RESOLUTION #: 14-2019** – Accept Memorandum of Understanding with Prosperity Partnership. On a motion of Councilman Arnold, seconded by Councilwoman Grant the following resolution was ADOPTED: AYES – 5 NAYS – 0

RESOLVED that the Galway Town Board approve the following Resolution:

### **SARATOGA COUNTY PROSPERITY PARTNERSHIP NEXT WAVE COMMUNITIES PARTICIPATION AGREEMENT**

This Participation Agreement (“Agreement”) is entered into between the Saratoga County Prosperity Partnership, Inc. (“SCPP”) and the Town of Galway (the “Town”) on the date this agreement is signed by both parties.

**WHEREAS**, it is the mission of the SCPP to promote economic development and help secure capital investment and expand job opportunities in Saratoga County; and

**WHEREAS**, the SCPP desires to attract new businesses to the community, support the growth and retention of businesses already located in Saratoga County and support entrepreneurship and new business start-ups; and

**WHEREAS**, the SCPP has developed the Next Wave Communities (“NWComm”) initiative that provides a specific and custom economic development plan (the “Plan”) for town, villages and cities in Saratoga County; and

**WHEREAS**, the SCPP desires to assist the Town with their economic development plans and accelerate capital investment and job opportunities in the Town and Saratoga County; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the SCPP and the Participant hereby agree as follows:

**I. Purpose**

The NWComm initiative economic development program is intended to create a customized Plan strategy and agenda for the Town.

**II. SCPP Responsibilities, Rights, and Obligations**

A. The SCPP is the owner of the NWComm program and shall have the exclusive right to develop, implement and execute on all aspects the NWComm program subject to the responsibilities outlined in the work plan attached.

B. Except as expressly set forth below, the SCPP shall be exclusively responsible for all costs associated with the operation of the NWComm program, including but not limited all necessary licenses for maintenance, operation and access to any database used or maintained in connection with the NWComm program, with the

exceptions outlined in the budget attached.

C. The SCPP may, with prior approval from the Town recommend and invite as many individuals and/or entities to participate in the NWComm program as it desires including but not limited to the agencies and organizations listed in the work plan attached.

D. The SCPP agrees not to charge the Town a fee for its participation in the NWComm program.

### **III. Participant Responsibilities, Rights, and Obligations**

A. The Town agrees to work with the SCPP to implement all aspects of the program outlined in the work plan.

B. The SCPP agrees to maintain all the material and information created by the project and provide copies to the town upon request by the Town. The SCPP is not obligated to provide work material to any other parties or entities without prior permission from the Town and exclusive of information required or obligated by the SCPP may be legally obligated to provide under Freedom of Information requirements.

C. The Town understands the purpose of the program is to create an economic development plan for the Town with advice, experience, and counsel by the SCPP. The SCPP is not obligated to provide any additional services unless mutually agreed upon by both parties to this agreement.

D. The Town shall be exclusively responsible for its own costs incurred through its participation in the NCComm program which costs shall not exceed one-thousand dollars (\$1,000.00)

### **IV. Economic Development Committee**

A. The Town at its option and discretion shall create an Economic Development Committee ("the Committee") to work with the SCPP in developing the Plan. The SCPP will communicate all aspects of progress to the Committee who will have the option of designating a single chairperson to whom the SCPP will communicate.

### **V. Term and Termination**

A. Term. The term of this Participation Agreement shall be one year from its effective date unless earlier terminated as provided herein. Thereafter, this Agreement shall be automatically renewed for no more than two (2) successive three (3) month terms unless either party gives notice of non-renewal or termination as provided below.

B. Termination. Either party may terminate this Agreement at any time in its sole discretion without cause upon thirty (30) days' notice.

### **VI. Defense and Indemnification.**

The SCPP hereby agrees to defend, indemnify and hold Town harmless from any and all actions, causes of action, suits, claims, debts, dues, sums of money, covenants, contracts, controversies, agreements, damages, judgments, and demands (collectively, "Claims") that have been or could be asserted by any person concerning the NWCom program, the Town's participation in the NWComm program, or due to the actions of any other person undertaken in connection with the NWComm program; provided, however, that the SCPP shall have no obligation to defend or indemnify the Town for any claim arising from Town's own gross negligence or intentional misconduct.

### **VII. No Joint Venture, Partnership or Agency**

Nothing in this Agreement shall constitute or create a partnership, joint venture or agency relationship between the parties or with any other participant in the NWComm program. Neither party shall hold itself out contrary to the terms of this Section, and neither party shall become liable by any representation, act or omission of the other contrary to the provisions herein.

**VIII. No Third Party Beneficiaries**

This Agreement is not for the benefit of any third party, nor does this Agreement give any right or remedy to any such third party.

**IX. General Provisions**

A. Complete Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the NWComm program. This Agreement merges all previous discussions and negotiations between the parties and supersedes and replaces any and every other agreement which may have existed between the parties with respect to the subject matter hereof.

B. Modification or Amendment. Except to the extent and in the manner specified in this Participation Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

C. No Conflict. The parties represent and warrant that the execution of this Agreement and/or the performance of any obligations hereunder will not violate any agreement with any third party.

D. Capacity to Execute. The parties hereby certify that all actions necessary to execute this Agreement have been taken and that the person signing this Agreement is Authorized to do so and has the power to bind the party to the terms and conditions herein.

E. Recitals. The parties acknowledge that the un-numbered paragraphs of this Participation Agreement are part of this Agreement and are entitled to enforcement and interpretation with the same force and effect as the body of this Agreement.

F. Headings. The headings of each section of this Agreement are inserted as a matter of convenience and for reference purposes only, are of no binding effect, and in no respect define, limit or describe the scope of this Participation Agreement or the intent of any paragraph.

G. Drafting. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would cause any provision to be construed against the drafter hereof.

H. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall be deemed null and void, but the remaining provisions of this Agreement shall remain in full force and effect.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles thereof relating to conflict or choice of laws.

J. Counterparts. This Agreement may be signed in counterparts, and an electronic or facsimile copy of any signature shall be treated and enforceable as an

original signature.

**IN WITNESS WHEREOF**, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year set forth below.

**The Saratoga County Prosperity Partnership**

\_\_\_\_\_  
Martin K. Vanags, President

Dated: \_\_\_\_\_

**Town of Galway**

\_\_\_\_\_  
Mike Smith, Supervisor

Dated: \_\_\_\_\_

All ayes.

MOTION CARRIED

**RESOLUTION #: 15-2019** – Accept agreement between Town & School. On a motion of Councilman Wilday, seconded by Councilman Flinton the following resolution was ADOPTED: AYES – 5 NAYS – 0

RESOLVED that the Galway Town Board accept the agreement between Town & School over shared services.

All ayes.

MOTION CARRIED

**RESOLUTION #: 16-2019** – Authorize After Prom Donation. On a motion of Councilman Wilday, seconded by Councilwoman Grant the following resolution was ADOPTED: AYES – 5 NAYS – 0

RESOLVED that the Galway Town Board authorize an After-Prom Donation be made to the Galway PTSA in the amount of \$250.00 to be charged to 7310.4 Youth Programs.

All ayes.

MOTION CARRIED

Other Business – Supervisor Smith stated that he received the draft copy of updated to the Employee Handbook. One area of concern is with Section 302 with reference to hiring of family members. Supervisor Smith used the Town Clerk as an example, her daughter Samantha has been running the soccer program for the last several years and received no compensation for it. The Youth Commission Board would also like to have Samantha be their secretary. The Board discussed these stipend type positions and felt that they needed to be addressed. Supervisor Smith set up a committee to review the entire Employee Handbook for updating consisting of himself, Councilman Wilday & Councilman Flinton.



Supervisor Smith stated that he also needed a committee to work on negotiations with Highway Department on upcoming Agreement. Supervisor Smith, Councilman Arnold & Councilman Wilday volunteered for negotiations committee.

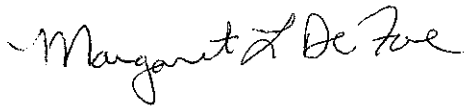
**Privilege of the Floor** – Andrew Decker of Jockey Street wanted to let the Supervisor know that he was in fact interested in being appointed to ZBA. Supervisor Smith will talk to he further regarding opening on Board.

Councilwoman Grant made a motion, seconded by Councilman Flinton to adjourn the meeting at 7:46 p.m.

All ayes.

MOTION CARRIED

Respectfully submitted,



Margaret L. DeFoe  
Town Clerk