

MALTA TOWN BOARD MEETING

August 5, 2019

6:00 PM

Malta Town Hall

ELECTED OFFICIALS PRESENT: Supervisor Darren O'Connor, Councilman John Hartzell, Councilman Craig Warner, Councilwoman Cynthia Young, Councilman Tim Dunn, Town Clerk Jennifer Holmes & Highway Superintendent Roger Crandall

OTHERS PRESENT: Deputy Supervisor Vincent DeLucia, Town Attorney Tom Peterson, Comptroller Kevin King, Director of Parks & Recreation Alyssa Benway & Building & Planning Coordinator, Jaime O'Neill

PUBLIC PRESENT: Woody Sloat, Scott Skinner, Marian Crandall, Murray & Kathy Eitzmann, Barbara Conner, Mark Hammond and Jim Poniatowski

PUBLIC HEARING: Amend Town Clerk Salary- 6:00 PM- With no comments from the public the meeting closed at 6:01 PM

SALUTE TO THE FLAG AND SILENT PRAYER:

ACCEPT TOWN CLERK MINUTES FROM 7/29/2019:

Motioned by: Councilwoman Young Seconded: Councilman Dunn

Vote: 5-Ayes 0-Nays

COMMENTS FROM TOWN BOARD & DEPARTMENT HEADS: The Supervisor asked Alyssa Benway the Park & Rec. Director about an "adopt a trail" program that is in the works. Alyssa responded that a family approached her last year about adopting a trail in honor of their family dog that has passed. Alyssa said she is putting the finishing touches on the program, where one of the responsibilities of the program will be a cleanup of the trail six times a year.

Councilwoman Young suggested that the Rotarians may take on responsibilities of adopt a trail program. Councilwoman Young also said she thinks it will be a great program, "Nice job".

COMMENTS FROM TOWN RESIDENTS: Kathy Eitzmann, President of the Malta Senior's, said the senior luncheon today had 65 members present. The fall luncheon, on September 9, 2019, usually has over 150 that attend (make your reservation). Kathy thanked the TB for all of their support with the Malta Senior's.

PRESENTATIONS: Supervisor O'Connor had Deputy Supervisor DeLucia present accolades to the recipients of the following Certificates of Achievement, with the Supervisor presenting the certificates.

Certificate of Achievement- Ballston Spa Boys' Varsity Baseball Team - The team won a Class A State Championship this year. DeLucia said "the whole community is so proud".

Certificate of Achievement-Ballston Spa Girls' Softball Team - The team competed for NYS Championship Finalists this year. DeLucia said what a "fantastic job" the team played during a double header where the first game was won in the bottom of the 20th inning. The pitcher played the whole 20 innings with 190 pitches for the game.

Certificate of Achievement - Malta-Stillwater Emergency Medical Services- The American Heart Association has presented the Malta-Stillwater EMS with the Lifeline EMS Silver Plus Award. STEMI (ST elevation myocardial infraction), a form of a deadly heart attack where time is of the essence with EMS response in treatment, getting the blood flowing & speedy hospital transportation. The Malta-Stillwater EMS has been recognized by the AHA in their efficiency and the Town of Malta couldn't be prouder of our first responders saving lives in Malta and Stillwater. The recipients present were Scott Skinner, Kristen Reynolds, Michael Hampel, Morgan Abeel and Nick Higgins. Mr. Skinner said their response time will be improving for the 77 square miles that make up Malta and Stillwater. A new station in Stillwater will be breaking ground this month with completion scheduled for 2020.

OLD BUSINESS:

RESOLUTION NO 120 AUGUST 5, 2019

AMEND TOWN CLERK'S SALARY

Motion by: Councilman Dunn **Seconded:** Councilman Warner
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

WHEREAS the budgeted salary of the Malta Town Clerk for 2019 is \$53,825 per year; and

WHEREAS, by Resolution 67 of February 4, 2019, the Town of Malta appointed Town Clerk Jennifer Holmes as the Town Webmaster in accordance with Malta Town Code § 44-3, and Ms. Holmes began performing the duties of Town Webmaster on or about March 1, 2019; and

WHEREAS a stipend of \$2,800 per year is budgeted as compensation for the person assigned as Town Webmaster, for the performance of the duties associated with that position; and

WHEREAS that pursuant to section 27(1) of the Town Law, to compensate the Town Clerk for the additional duties of Town Webmaster performed since March 1, 2019, the Malta Town Board wishes to modify the annual salary of the Town Clerk for the year 2019 to add a supplement of \$2,540; and

WHEREAS the Town Board of the Town of Malta held a public hearing regarding the additional duties and compensation as Town Webmaster for the Malta Town Clerk; said hearing to be held on the 5th day of August, 2019, at 6:00 o'clock P.M., at the Town Hall of the Town of Malta, 2540 Route 9, Malta, New York 12020, at which time and place all persons desiring to be heard were heard; now, therefore be it

RESOLVED that this resolution, which is subject to a permissive referendum as provided by Municipal Home Rule Law § 24(2)(h), shall not take effect until at least forty-five days after its adoption; nor until approved by the affirmative vote of a majority of the qualified electors of the Town of Malta voting on a proposition for its approval if within forty-five days after its adoption there be filed with the clerk a petition protesting against such local law, signed and authenticated as herein required by qualified electors of the Town of Malta, registered to vote therein at the last preceding general election, in number equal to at least ten per centum of the total number of votes cast for governor at the last gubernatorial election in the Town of Malta.

NEW BUSINESS:

RESOLUTION NO 121 AUGUST 5, 2019

AMEND CELL PHONE POLICY

Motion by: Councilman Hartzell **Seconded:** Councilman Warner
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

WHEREAS the Town Board of the Town of Malta desires to amend its cell phone policy; now, therefore, be it

RESOLVED that the Town Board of the Town of Malta hereby amends the Town of Malta's Cell Phone Policy as follows:

The Town Board will determine periodically which Town officials and employees will be provided a Town cell phone and which individuals will be provided the option of either a Town cell phone or reimbursement for the use of their personal cell phone.

The requirement to document a business purpose for providing a cell phone or reimbursement for a personal cell phone is the responsibility of the Town's Department Heads which should be based upon the following:

- The employee's job requires considerable time outside the office and the use of the cell phone facilitates the effective conduct of Town operations while outside the office
- The employee's job requires them to be immediately accessible to receive and/or make frequent business calls outside of working hours
- The employee's job duties are away from the office may expose the employee to immediate harm or danger.

If the employee is to be reimbursed for a personal cell phone, the personal cell phone number must be readily available to the public.

Based upon the information provided or conversation held, the Town Board will determine if there is indeed a public benefit and will either approve or disapprove the Department Head's request.

Furthermore, all individuals must be pre-approved for said personal cell phone reimbursement policy and the individual should request reimbursement from the Town Comptroller's Office on a periodic basis by submitting a voucher accompanied by a copy of the cell phone bills for each month for which reimbursement is sought. The Town will reimburse pre-approved individuals in the amount of \$16.50 per month for cell phone plans and \$50 per month for cell phone plans plus data. It is not intended that the amount of the reimbursement will cover the cost of the service plan or equipment since it is expected the device will be used for personal use as well as business use.

NOW THEREFORE BE IT FURTHER RESOLVED based upon the Departmental requests submitted by the Department Heads, the Town Board hereby approves the following:

The Town will provide cell phones to the following individuals and/or provide reimbursement for business use of a personal cell phone as denoted until the Town Board determines a change in the policy is necessary:

Maintenance Department FT Workers (a)
Maintenance Department Head (e)
Maintenance Department Working Supervisor (a,b)
Town Comptroller (a, b)
Town Highway Superintendent (a,b,c or e)
Town Highway Working Supervisors (a,b)
Town Supervisor (a,b c, or e)
Town Building and Planning Coordinator (b)
Code Enforcement Officers (a,b)
Code Enforcement Officer (Assigned to GF) (c,d)
Dog Control Officers (a,b)
Director of Parks, Recreation and Human Services (b)
Director of Summer Youth Program (a,b)
Summer Youth Program (a,b for Length -Summer Youth Program)

- a) Town Provided Cell Phones
 - b) Town Reimburses for Business Use of a Personal Cell Phone
 - c) Town Reimburses for Business Use of a Personal Cell Phone with Data Plan
 - d) Town Provided Cell Phone with Data Plan s/b Reimbursed through Escrow
- Town Provided Cell Phone with Data Plan

RESOLUTION NO 122 AUGUST 5, 2019

AUTHORIZE ACCEPT CASH REIMBURSEMENT SALES TAX FROM COUNTY

Motion by: Councilman Dunn **Seconded:** Councilman Hartzell
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

IT IS RESOLVED that the Town Board of the Town of Malta hereby elects to accept its share of sales tax revenues to be paid over by the County of Saratoga in cash.

RESOLUTION NO 123 AUGUST 5, 2019

APPOINT COMMUNITY CENTER PART-TIME RECREATION LEADER

Motion by: Councilman Dunn **Seconded:** Councilwoman Young
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

WHEREAS Evan Geils resigned as part-time recreation leader; and

WHEREAS the Recreation Director has advertised and conducted employment interviews for a part-time recreation leader and has made a recommendation to the Town Board; and

WHEREAS the Town Board of the Town of Malta desires to approve the recommendation of the Recreation Director; now, therefore, be it

RESOLVED that the Town Board of the Town of Malta hereby appoints *Matthew Scoons* as a Part-Time Recreation Leader at the hourly rate of \$17.00 per hour, with the position not to exceed 8 hours per week, with the appointment subject to a probationary period of not less than eight weeks and not more than fifty-two weeks, and the appointment subject to a background check.

RESOLUTION NO 124 AUGUST 5, 2019

AUTHORIZE OUTSIDE USER – SEWER DISTRICT #2

Motion by: Councilman Warner **Seconded:** Councilman Hartzell
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

WHEREAS the Town of Malta has received a request from James Poniatowski to accept wastewater from 5 Miller Road (SBL #240.-1-49.12), which is currently not part of Town of Malta Sewer District #2; and

WHEREAS Chapter 127-16 of the Town of Malta Code – “Wastewater from Outside the Town Sewer Districts” -- provides the Town Board the authority to accept sewerage generated by persons outside the sewer district boundaries providing Saratoga County District #1 also agrees to accept the same; and

WHEREAS the Town of Malta has entered into an inter-municipal cooperation agreement with the Town of Clifton Park for the operation and maintenance of the Town of Malta Sewer District#2; now therefore be it

RESOLVED that the Town Board of the Town of Malta authorizes the acceptance of sewerage by the Town of Malta Sewer District #2 from 5 Miller Road currently owned by James Poniatowski subject to the following conditions:

1. The Town of Clifton Park reviews and approves the request and determines that sufficient capacity exists.
2. The Town of Clifton Park approves review of the property owner's builder's details concerning the proposed sewer extension.
3. That the sewer extension is in accordance with Town and County Standards and inspected by the Town of Clifton Park and/or Saratoga County.
4. That Saratoga County Sewer District #1 agrees to accept the sewerage generated from 5 Miller Road.
5. That the owner pays any inspection fees prior to the inspection being performed.

6. That the owner provides copies of all necessary maps and drawings relating to the sewer extension.
7. That the owner pays all connection fees to the Town of Malta prior to the inspection being performed.
8. That the owner is responsible for payment of an outside non-residential user charge at 1.5 times the rate established by the Town Board for Malta Sewer District #2. This sewer outside non-residential user charge will be billed on an annual basis and due within 30 days of the date of the invoice. Unpaid sewer use charges will be relieved on the property tax bill. If said District #2 is expanded the Owner will then be responsible for payment of the residential users charge rather than the non-residential user charge.
9. Any conveyance of the property will include a provision regarding sewer service and the non-residential user charge.
10. The owner provides a written Agreement in a form acceptable to the Town Attorney running in favor of the Town of Malta, Malta Sewer District #2, Saratoga County Sewer District #1 and Town of Clifton Park agreeing to all of the terms and conditions set forth in this resolution, and either (1) stating that any rights, privileges and obligations created by this resolution are personal to him alone, or (2) that any rights, privileges and obligations created by this resolution are binding on both the parcels benefitted and the subsequent owners of the parcels benefitted and, if so, agreeing to file a copy of such Agreement with the Saratoga County Clerk and providing proof of same to the Malta Town Attorney prior to connecting or using any sewer facilities referred to above

RESOLUTION NO 125 AUGUST 5, 2019

AUTHORIZE SEWER DISTRICT #2 - EXTENSION #2, MAP, PLAN AND REPORT

Motion by: Councilman Hartzell

Seconded: Councilman Dunn

Vote: Supervisor O'Connor-Aye

Councilman Dunn-Aye

Councilman Hartzell-Aye

Councilman Warner-Aye

Councilwoman Young-Aye

WHEREAS the Malta Town Board (the "Board") is considering the extension of Sewer District #2 in accordance with article 12-A of the Town Law for the purpose of supplying sewer service to the remaining parcels along Miller Road that are currently not within Sewer District #2; and

WHEREAS the Board has an existing inter-municipal agreement with the Town of Clifton Park for operation and maintenance of Sewer District #2 who has been advised of and concurs with the proposed expansion; and

WHEREAS the Board would like to obtain a map, plan and report for providing sewer service for the proposed expansion; now therefore, be it

RESOLVED that the Town Board finds that the Project is a Type II Action pursuant to 6 NYCRR 617.5(c)(18)&(21) and, accordingly, no further action is necessary to comply with the State

Environmental Quality Review Act (6 NYCRR 617.5(a)) with respect to the Project; and it is further

RESOLVED that, pursuant to section 209-b of the Town Law, the Board authorizes the Town Supervisor to enter into an agreement with **PRIME AE Group of NY**, 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203 to prepare the map, plan and report, which agreement shall provide that its cost shall not exceed \$3,500.00; and it is further

RESOLVED that this resolution is subject to a permissive referendum as provided by Town Law section 209-a, and that this resolution shall not take effect (1) for thirty days, or (2) until approved by the affirmative vote of a majority of the qualified electors of the Town of Malta voting on such proposition, if within thirty days hereafter there be filed with the Town Clerk a petition signed, and acknowledged or proved, or authenticated by electors of the Town of Malta qualified to vote upon a proposition to raise and expend money, in number equal to at least five per centum of the total vote cast for governor in the Town of Malta at the last general election held for the election of state officers, but which shall not be less than one hundred persons, protesting against such act or resolution and requesting that it be submitted to the qualified electors of the town or district affected, for their approval or disapproval.

RESOLUTION NO 126 AUGUST 5, 2019

ACCEPT CHAZEN PROPOSAL LUTHER FOREST DRAINAGE

Motion by: Councilman Hartzell

Seconded: Councilman Dunn

Vote: Supervisor O'Connor-Aye

Councilman Dunn-Aye

Councilman Hartzell-Aye

Councilman Warner-Aye

Councilwoman Young-Aye

WHEREAS the Town Board of the Town of Malta desires to improve the existing drainage in the Luther Forest neighborhoods; and

WHEREAS the Chazen Companies has provided the Town with a proposal dated July 23, 2019 in an amount not to exceed \$8,000 to perform professional services relating to (1) completing the schematic design documents, (2) completing construction design documents, and (3) provide periodic construction observation; now, therefore, be it

RESOLVED that the Town Board finds that the Project is a Type II Action pursuant to 6 NYCRR 617.5(c)(1)&(2) and, accordingly, no further action is necessary to comply with the State Environmental Quality Review Act (6 NYCRR 617.5(a)) with respect to the Project; and it is further

RESOLVED that the Town Board of the Town of Malta accepts the proposal of the Chazen Companies set forth in its letter of July 23, 2019, and authorizes and directs the Town Supervisor to execute the necessary paperwork with the understanding that this drainage improvement project will be constructed in a phased approach based upon the condition of the existing drainage problems and available budget.

RESOLUTION NO 127 AUGUST 5, 2019

ADOPT ADVANCING MALTA ECONOMIC DEVELOPMENT PLANNING EFFORTS

Motion by: Councilman Hartzell

Seconded: Councilwoman Young

Vote: Supervisor O'Connor-Aye

Councilman Dunn-Aye

Councilman Hartzell-Aye

Councilman Warner-Aye

Councilwoman Young-Aye

WHEREAS, the Town is presently considering revision to its August 2005 Comprehensive Master Plan to update that document to reflect the changes occurring in the Town during the past 14 years, and to set forth a more current vision for the future of the Town, and

WHEREAS, the Town Board is keenly aware that most of the recent development and growth in the Town of Malta has resulted directly or indirectly from the location of Global Foundries within the Luther Forest Technology Campus (the “Tech Campus”), and the now approximately 3,000 jobs at that facility, and

WHEREAS, the Town of Malta, while enjoying the prosperity resulting from Global Foundries, must nonetheless be mindful of the need to broaden the economic base of the Town to secure its long term stability, and

WHEREAS, the Tech Campus, while hosting a world-class, cutting-edge advanced manufacturer, with employment well beyond that originally envisioned, has not been successful in recruiting other businesses during the now 16 years since the Tech Campus was conceived, and as a result, further consideration of the composition of the Tech Campus and the obstacles to its development is warranted, and

WHEREAS, in recent years the Town Board of the Town of Malta has undertaken a series of measures to advance the long term economic future of the Town outside the Tech Campus, including, among other things, rezoning the downtown, Route 9 North, Route 9 South and Route 67 West areas of Town, to allow commercial business uses, and

WHEREAS, the Town Supervisor and Town Board have additionally created an Economic Development Committee, led by Councilman Timothy Dunn, which (a) has prepared a proposed economic development plan for the area outside the Tech Campus, which has been accepted for consideration by the Town Board, and (b) has initiated a “Malta Works” promotional campaign to signal the Town’s desire to foster the growth of the local economy through the expansion of the Town’s commercial tax base, and creation of employment opportunities, and

WHEREAS, it is the judgment of this Town Board that an integration of these several issues and efforts into a Town-wide comprehensive economic development approach is now prudent and appropriate, and

WHEREAS, the County of Saratoga has designated the Saratoga County Prosperity Partnership, Inc. (the “Partnership”) to assist localities with local economic development and related infrastructure planning, and the Partnership has expressed its willingness and availability to assist the Town of Malta in its economic development planning efforts.

NOW, THEREFORE, BE IT RESOLVED, That, subject to the Town Attorney’s confirmation that no intellectually property rights will be infringed thereby, the Town Board hereby adopts the phrase “*Malta Works*” as the official economic and business development promotion phrase of the Town of Malta, and the logo attached to this resolution as Exhibit “A” is adopted as the official economic and business development promotion logo of the Town of Malta, and be it further

RESOLVED, that the duties of the position of Building, Planning and Development Coordinator for the Town of Malta, as classified by the New York State Civil Service Commission, includes community and economic development duties for the Town of Malta, and be it further

RESOLVED, that the Town of Malta enter into a Next Wave Communities Participation Agreement (the “Agreement”), substantially in the form annexed hereto, with the Saratoga County Prosperity Partnership, Inc. to complete a town-wide economic development plan (the “Economic Development Plan”), to build upon the part-town economic development plan previously completed by the Town of Malta Economic Development Committee and to incorporate plans for the future of the Tech Campus, and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to execute the Agreement on behalf of the Town of Malta, and be it further

RESOLVED, that the Town Supervisor, Town Building and Planning Coordinator and Town Economic Development Committee shall work with SCPP in guiding development of the Economic Development Plan as envisioned in Section IV of the Agreement, and be it further

RESOLVED, that the Plan shall be subject to final approval by the Town Board, and be it further

RESOLVED, that the Town Supervisor and Town Building and Planning Coordinator shall interact with the Town Comprehensive Plan Revision Committee as appropriate to keep that Committee advised of the progress of the Economic Development Plan.

APPENDIX A



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 Malta (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 towns, 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. Pursuant to the resolution adopted by the Town Board, 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 NWComm program which costs shall not exceed one-thousand dollars (\$1,000.00)

IV. Economic Development Committee

A. The Town's Economic Development Committee ("the Committee") will work with the SCPP in developing the Plan. The SCPP will communicate all aspects of progress to the Committee.

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 NWComm 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 nor shall neither party 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

Town of Malta

Martin K. Vanags, President

Darren S. O'Connor, Town Supervisor

Dated: _____, 2019

Dated: August ____, 2019

WORK PLAN FOR THE TOWN OF MALTA

As part of its Next Wave Communities initiative, the Saratoga County Prosperity Partnership (the "Saratoga Partnership") will work with the Town of MALTA to create an economic development plan *specifically* for the community. The Saratoga Partnership will engage the Town and its stakeholders in a holistic approach to design a plan to address your community's most pressing economic development needs. We will build the plan in close coordination with the Town as follows.

Phase 1; -- will be a kickoff meeting with the Town on a date to be determined.

Phase 2 – (DATE TBD) -- We will hold an economic development workshop for the community to share valuable economic development tools that can be utilized to bring about economic development in a community. The workshop will focus on business retention and attraction strategies, small business development, and economic development incentives and financing packages. In addition, the Saratoga Partnership will work with you to develop a survey of the community to gauge the community's vision, identify obstacles to success, and to find ways that we can work together on the development of the Town's economic development plan.

Phase 3 -- (Date TBD) -- The Saratoga Partnership team will interview identified stakeholders in the community to develop a more intimate understanding of the economic development needs of the community. The SCPP Team will also work with the Town, its consultants and engineering firms to "map" the assets for economic development in the community.

Phase 4 – (Date TBD) – A Workshop will be held to determine the strengths, weaknesses, opportunities and threats (SWOT). We will facilitate the workshop and recommend participation of the town council and the community. We will also present economic development scenarios for you including three, five, and 10-year time frames.

Phase 5 -- (Date TBD) Presentation of the written economic development plan which will include goals and objectives, a vision for the community, results of the SWOT analysis, opportunities for collaboration, responsibilities for implementation, next steps, and a link to resources. Implementation of the economic development plan will be conducted by the Partnership in collaboration with the Town.

RESOLUTION NO 128 AUGUST 5, 2019

BUDGET TRANSFERS & COMPTROLLER'S REPORT

Motion by: Councilman Hartzell **Seconded:** Councilman Dunn
Vote: Supervisor O'Connor-Aye Councilman Dunn-Aye
 Councilman Hartzell-Aye Councilman Warner-Aye
 Councilwoman Young-Aye

WHEREAS, the Town Comptroller has submitted his Comptroller's Report which identifies the disbursements for the Town; and

WHEREAS the Town Board of the Town of Malta has adopted the 2019 Town Budget; and

WHEREAS the Town Board of the Town Board of Malta desires to amend the 2019 Town Budgets for estimated revenues and appropriations and amend budgetary appropriations between department and intra-department line items; now, therefore, be it

RESOLVED that the Town Board of the Town of Malta hereby authorizes the 2019 Town-wide General Fund to be amended as follows:

Increase Insurance Recoveries	A2680	\$ 400
Increase Roundabout Contractual	A8510.4	\$ 400
Increase Unemployment Insurance	A9050.8	\$ 6,000
Decrease Deputy Town Clerk Payroll	A1410.130	\$ 6,000

Discuss Maltaville Water District Supply Update – Currently Chazen is completing a Map Plan Report, the TB is waiting to hear if the Tech Campus will want to be part of the district, The Supervisor and Councilman Warner will be speaking with the Supervisor of Stillwater, Ed Kinowski, to discuss operations and maintenance. The TB is looking forward to moving forward with the proposed district when the information is compiled. The Supervisor said everything should “fall together quickly”.

Discuss Amendments to Town Code- a minor change to definitions and codification to the Town Code is being tabled until the next TB meeting

COMMENTS OR QUESTIONS FROM TOWN RESIDENTS: Kathy Eitzmann thanked Roger Crandall, Highway Superintendent, for installing the new sign at the Collamer House. She also informed the TB that the Historic Preservation Review Commission granted a Certificate of Appropriateness to Kathy and her husband Murray in order to side their house. She said the HPRC performed a thorough study in order to grant the certificate. Kathy said “The HPRC is not here to hurt but here to help”.

Councilman Dunn asked Kathy about the school house on Route 67, owned by the Pennacchio family, being the oldest building in town or if it was the Collamer House. Kathy responded that Councilman Dunn should speak with the Town Historian, Paul Perrault, for the answer.

With no more comments from TB members or the public the meeting was adjourned.

ADJORN:

Motioned by: Councilman Hartzell **Seconded:** Councilman Dunn

Vote: Ayes-5 Nays-0

Respectfully Submitted,

Jennifer Holmes
Malta Town Clerk