

Village of Schuylerville  
Workshop  
April 1<sup>st</sup>, 2019

Present;

Mayor Daniel Carpenter

Deputy Mayor Jason Young

Trustee Bryan Drew

Trustee Whitney Colvin

Trustee Tim LeBaron

The first item for discussion was the review of the contract between the village and the youth center and the lease between, “my stuff your stuff” and the youth center.

Mayor Carpenter stated that on Friday he was contacted by a resident informing him that they had observed that Smith Signs (my stuff your stuff) had put up a half wall in the youth center building. This led to the discovery that there had been a half lease of the youth center to a commercial concern without his or the board’s knowledge.

Mayor Carpenter reviewed the lease between the village and the youth center. In this lease, paragraph four states; “Lessee may not sublease, or charge a rental fee for any use of the premises not within it’s corporate purposes, except with the consent of and upon terms and conditions approved by the Board of the Lessor that there should be no other use of the property.”

Mayor Carpenter requested a copy of the lease between the youth center and, “My stuff your stuff.” He then provided this to the village attorney, David Kliengbiel.

Kliengbiel stated that the lease between the youth center and, “My stuff your stuff” was a breach of our contract with the youth center, not legal and posed serious liability risks.

Mayor Carpenter asked Pat Temple to come to the meeting to discuss with the board her reasons for subleasing the building.

Pat Temple spoke; she stated that she felt that since the youth center owned the building and had leased the land that they would be legally allowed to sublease and that she was not aware of the terms of the original lease between the youth center and the village.

Pat Temple stated that the youth center had been having difficulties meeting their financial needs. She felt that they would be able to lease out half the building and still continue to serve the youth programs as they had in the past.

Joanne Sciurba also stated that this was her impression as well.

Mayor Carpenter stated that one option was to amend the lease between the village and the youth center to allow this to happen. If the board decided to go in that direction, there would still need to be some changes to the lease with, "My stuff, your stuff" as there were some issues that the attorney felt would leave us open to litigation.

Deputy Mayor Young felt that leasing out part of the youth center would help with expenses related to upkeep of the building. He stated that he would like to see the rent money deposited into an account that would be earmarked for maintenance and upkeep of the building.

Mayor Carpenter stated that the lease also violates paragraph three of the lease between the village and the youth center which reads, "The leased premises shall be used for youth program activities or public organization activities only." "My stuff, your stuff" was not for the purpose of the youth center and therefore was not in accordance with the lease.

Mayor Carpenter stated that all business with, "My stuff, your stuff" must stop immediately until a legal lease could be signed both between the Village and the youth center and between the youth center and, "My stuff, your stuff."

Mayor Carpenter pointed out that in our lease the village is responsible for the maintenance of the parking lot, and that attorney Kliengbiel warned that this could open up the village to liabilities should there be an issue such as a slip and fall by a "My stuff, your stuff" employee or by the lessor.

Attorney Kliengbiel will be at our next regular meeting where the board can further discuss both leases and suggest amendments and or additions to them.

The Fulton County landfill contract was discussed. Dan Carpenter stated that this contract had been brought to the board previously and that attorney Kliengbiel only had a question regarding whether this would require us to use Fulton County exclusively. Upon looking into the matter, it was discovered that it did not require us to use them exclusively and only allowed us to continue our contract with them at the price we had for the previous year.

There was lengthy discussion regarding quotes for the dump truck that the village will be purchasing this year. Rob Decker is still waiting for one more quote. This will hopefully give the board three options on which to make their decision.

Mayor Carpenter suggested that Trustee LeBaron get together with Rob Decker to go over what both of them really felt was necessary to serve the needs of the village.

There was discussion regarding the Morgan's Run road repair bid. Previously Peckham was the first company that had contacted us with their bid at approximately \$111,000 to \$116,000 with the village doing the trucking.

Evolution's first two quotes were for repairing and paving 1200 feet starting at the intersection of Myers and Morgan's and going up Morgan's run at its worst extending just beyond the corner; with us doing the trucking it was quoted \$32,056 if they do it \$39,656.30.

For \$72,763 we could get the entire top end of Morgan's Run and Myers Lane. This is with them doing all of the work, we could probably reduce it to \$68,000 or so with us doing the hauling. Some discussion followed regarding the poor drainage of that area and its effect on the condition of the road.

Mayor Carpenter asked Rob Decker if he was aware of the correspondence regarding the trees by the church at the intersection of Burgoyne and Pearl. He asked Rob to investigate.

Hydrant flushing will be the week of the 15<sup>th</sup> -19<sup>th</sup> of April.

There was a brief discussion regarding the intern from BOCES that would be starting with the DPW part time. Trustee Colvin asked for a copy of the agreement with BOCES. Treasurer Heyman stated that she would ask Clerk Christner to send that to him.

Trustee Colvin also asked if we could get a letter of resignation from the DPW worker who put their notice in that morning. He felt that this would protect us, as it would be proof that he resigned and was not terminated.

Spring cleanup will be the first week of June.

Rob Decker asked if there was any progress on direct deposits for payroll. Treasurer Heyman stated that Glens Falls National was going live with a new business banking platform on April 15, and that they planned to be prepared to start direct deposit after this changeover.

The question of summer hours was raised as to whether we should do four ten-hour days or four nine-hour days and one four. Mayor Carpenter stated that this would be a decision for the board's review.

There was a suggestion by Robert Foster for the appointment of Darren Demarco to the planning board, as Kay Lee had resigned from her position on the board. The board had no issue with this request.

The board reviewed the tentative water budget, there were no questions.

There was discussion regarding the amendments to the tentative budget that were presented to the board as follows;

A.0511.006 Appropriated Reserves Fort Hardy from \$2,940.12 to \$10,000.00

A.0909.004 Fund Balance Unreserved from \$16,000.00 to \$12,940.12

A.8989.400 Other Home and Community Services Grants from \$6,000.00 to \$10,000.00

A.1010.100 Board of Trustees personal from \$14,000.00 to \$10,000.00

A.1210.100 Mayor Personal from \$7,000.00 to \$6,000.00

A.5110.100 Street Maintenance Personal from \$158,600.09 to \$163,600.09

A.2770.000 Miscellaneous Revenues from \$18,000.00 to \$6,900.00

A.2144.000 Water Services from \$6,000.00 to \$16,300.00

A.1710.000 Public Works Charges from \$0.00 to \$800.00

Mayor Carpenter asked if there were any questions regarding these budget amendments, there were none.

The subject of the cafeteria plan was discussed. Currently we do not have this in place. This would allow the employees to pay their health insurance before taxes. This would save the employees as well as the village, as the village contributes equally to the fica and medicare taxes. Mayor Carpenter stated that Tom Wood from the Town of Saratoga would be providing the village with the verbiage that they used when they instituted this program for their employees.

There was a complaint regarding 25 Myers Lane. The resident stated that the plow had broken up the road in front of his driveway, and that this had caused there to be some rubble in front of his driveway, Rob Decker said that he had instructed his crew to clean this up.

Deputy Mayor Young made the motion to adjourn the meeting, Trustee Drew seconded the motion all in favor.