

Town Board Meeting held March, 13 2023 at 6:00P.M. at the Town Hall in Schroon Lake N.Y.

Present:

Town Supervisor: Meg Wood

Councilperson: Richard Gero, Lynn Donaldson, Leanna Welch (Councilman Thompson – Excused)

Town Clerk: Patricia Savarie

Deputy Town Clerk: Erica Hedden

Also Present: Albert May, Fran Mahler, Skip Mahler

Supervisor Wood called the meeting to order at 6:00 P.M. with the pledge to the flag.

Resolution# 65 Approve Minutes

Councilwoman Welch moved a resolution to approve the minutes of February 13th 2023, seconded by Councilwoman Donaldson; Carried

Resolution # 66 Approve Vouchers

Councilman Gero moved a resolution to pay the bills as reviewed, seconded by Councilwoman Donaldson, carried.

General Fund \$34,535.32 Sewer \$7307.20 Water \$12,337.77 Highway \$60,987.48

Resolution #67 Approve 1/01/2023 - 12/31/2023 Intermunicipal Agreement with Warren County Sheriff's Department to patrol that portion of Schroon Lake within Essex County 4 days a week subject to Warren County's law enforcement resources and emergency situations

Councilwoman Welch moved a resolution to approve the 2023 Intermunicipal Agreement with Warren County Sheriff's Department to patrol that portion of Schroon Lake within Essex County 4 days a week subject to Warren County's law enforcement resources and emergency situations in the amount of \$4,000.00, seconded by Councilman Gero; carried.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT is made by and between,

TOWN OF SCHROON, a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located in Schroon Lake, Essex County, New York(hereinafter referred to as "Town"); and

WARREN COUNTY, with principal offices located in Lake George, Warren County, New York (hereinafter referred to as “Warren County”); and

ESSEX COUNTY SHERIFF’S DEPARTMENT, a department of Essex County with Principal offices located in Lewis, Essex County, New York (hereinafter referred to as “EssexCounty”).

W I T N E S S T H:

WHEREAS, the Town desires to have a boat patrol law enforcement services on Schroon Lake; and

WHEREAS, by Intermunicipal Agreement among the parties hereto and dated January 1, 2023, it was agreed that for certain consideration Warren County would furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County upon certain terms and conditions specified in said Intermunicipal Agreement and the parties hereto desire to renew and continue said Intermunicipal Agreement for an additional term, and

WHEREAS, in order to promote the health, safety and welfare of persons using Schroon Lake, the parties hereto desire to continue the Intermunicipal Agreement pursuant to General Municipal Law Article 5-g with respect to the provision by Warren of boat patrol law enforcement services on the portion of Schroon Lake located within Essex County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Warren County agrees to provide and furnish boat patrol law enforcement services on the portion of Schroon Lake located within Essex County, and will endeavor to furnish such services four (4) days per week subject to Warren’s law enforcement resources and emergency situations.
2. The Town agrees to pay to Warren County the sum of Four Thousand Dollars (\$4,000) per year for providing and furnishing such services, which Warren County agrees to accept as full payment of its actual and necessary expenses in providing and performing such services during each year of this agreement. The annual payment shall be made on or before September 1st of each year.
3. Essex County expressly agrees that the Warren County Deputy Sheriffs assigned by Warren County to provide and perform boat patrol law enforcement services under this agreement shall be appointed and designated special deputies of the Essex County

Sheriff's Department.

4. The parties agree to cooperate with and assist each other in the carrying out and performance of this agreement.
5. Warren County agrees to defend, indemnify and hold harmless Essex County from any claim or cause of action which may arise out of Warren's performance of this agreement and/or negligence; and Essex County agrees in a like manner to defend, indemnify and hold harmless Warren from any claim or cause of action which may arise out of Essex's performance of this agreement and/or negligence.
6. Each party to this agreement shall be responsible for maintaining its own liability insurance coverage. However, the parties may agree to jointly procure and carry liability insurance covering the parties as named insured, and in such event the costs of such insurance shall be paid equally by the parties.
7. The term of this agreement shall on January 1, 2023 and terminate on December 31, 2023, with the option for four additional one year terms upon mutual agreement of the parties. The failure of either party to exercise any of its rights under this agreement for a breach therefore shall not be deemed a waiver of such rights or a waiver of any subsequent breach.
8. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice.
9. Should the parties deem it necessary or the situation warrant it, communications and/or notice shall be deemed given sufficiently for purposes of this Agreement, if the same are committed to written form and delivered respectively to:

Warren County Sheriffs Dept., Town of Schroon Supervisor, Essex County Sheriff's Dept.
10. This agreement may not be assigned, in whole or in part, by the parties without prior approval by the County in writing and signed by a duly authorized representative. Consent shall not limit County's right to enforce this provision on assigned parties.
11. This agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes

of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

12. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

13. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by a duly authorized representative of the County. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

Resolution # 68 Approve 2022 Annual Update Document (AUD) to be filed with the NYS Comptroller's Office and Advertise

Councilman Gero moved a resolution to accept the 2022 AUD to be filed with the NYS Comptroller's Office and to advertise, seconded by Councilwoman Welch; carried.

Resolution #69 Approve Annual Court Records

Councilwoman Welch moved a resolution to accept the Year End 2022 Audit of Court Records seconded by, Councilwoman Donaldson; carried

Discussion on Employee Handbook

Supervisor Wood stated, there are a few outlined changes. It's not the policy that is the problem, it's the procedures that aren't being carried out to follow the policies. There are some small changes, an example would be section 5 operational policies, it states that reports should be made after any accident and Rick asked that we include the word "Incident" just small items like that. Another correction is a page number. I would like to send the list of the things we know and a list of questions to the public sector. For example the use of a cell phone camera to record information that may be proprietary. Just to make sure we are being kept up to date and current with state laws. We can continue to make changes and add to the policy. I'd like to ask them for a proposal to develop a program for employee reviews, that is fair and easy and that protects the employee as much as it protects the town. This would also help us with the wage statement in the future. If that is amenable to everyone that will be included too. And

again if between now and tomorrow afternoon and you have questions, I'll include your question.

Councilman Gero stated I really think we need to include a time frame for these accident reports to be in by, at least 24-48 hours. Supervisor Wood stated we will follow what's on the MV104. Councilman Gero stated it puts the emphasis on the department head as well. Supervisor Wood stated With workman's comp its clear and it's in their laws Councilman Gero stated I'd like to add something else, I think we need a policy when employees come on, when they are issued the employee handbook, they sign for it. That's an opportunity for them to ask questions. Supervisor Wood stated when we make updates to the policy they will sign that they got the updates as well. One item that we added a few years ago was the 5 day sick leave allowance. We reduced it from 10 to 5; I just want to make sure everyone is still in agreement. There is also the issue of medical verification that you need the time off. I want to ask Ronnie and Jeff how we deal with doctors issuing medical verification ahead of time. We talked about tightening up the communication procedures, our policy states: "we require all employees to make every effort to represent the town in a polite and professional manner." We changed that to "we require all employees both at work and away from the job to represent the town in a polite and professional manner", we took out " to make every effort" they should always just follow that, it's that kind of tightening up I'm talking about. This will include in person and social media. The last section was about the substance and alcohol testing policy, that's all from the state, there's nothing to change there unless they have made changes. If everyone is in agreement with me sending this on to public sector I will do so tomorrow.

Resolution # 70 Approve sending proposed changes to the Employee Handbook to the Public Sector

Councilwoman Welch moved a resolution to send the list of proposed changes to Public Sector, seconded by Councilwoman Donaldson; Carried

Resolution # 71 New Beach Concession Contract Specification and advertise

Councilman Gero moved a resolution to develop the Ad for Beach Concession and the new Specifications, seconded by Councilwoman Welch; Carried

TOWN OF SCHROON

IS SEEKING BIDS FOR A
TOWN BEACH CONCESSIONAIRE
TO PROVIDE FOOD AND NON-ALCOHOLIC BEVERAGES FROM
MAY 27th THROUGH SEPTEMBER 4, 2023.

Minimum days of operation to be Friday – Sunday in June and September; Thursday through Monday in July and August. Electric is included and cement pad at location. Concessionaire will provide copies of permits as required by State and Local entities; certificate of Insurance listing \$1,000,000.00 Single Limit Liability and naming the Town of Schroon as additional Insured; Workman’s Compensation coverage if needed; trash receptacles. Minimum bid shall be \$800.00.

Specifications can be obtained from the Town of Schroon Town Clerk
or by calling 518 532-7737 X12

Sealed bids must be filed in the office of the Town Clerk on or before 1:00 PM April 5, 2023, after which time the bids will be publicly opened and read aloud. The bid will be awarded at the Town Board meeting on April 10, 2023 at 6:00 PM successful bidder will be notified promptly by letter and must be prepared to enter into a contract to furnish the required material or services.

The Town of Schroon reserves the right to reject or to waive any informality in any and all bids if in the best interest of the Town of Schroon. Bids should be clearly marked **BID ENCLOSED: BEACH CONCESSION**.

TOWN OF SCHROON

BEACH CONCESSION CONTRACT SPECIFICATIONS

CONCESSION PERMITTED: Sales of food and non-alcoholic beverages only

ANNUAL CONTRACT TERM: Friday before Memorial Day Weekend through Labor Day Weekend.

DAYS OF OPERATION: Minimum Friday – Sunday during June and September.

Minimum for July and August – Thursday through Monday

Hours of Operation 11:00AM – 5:00 PM or longer

The Town of Schroon: Reserves the right to allow local not-for-profit organizations to be food vendors on July 4th and to sponsor food permitted vendors at the Schroon Lake Association Craft Fair. Menus will not conflict with Beach Concession.

CONCESSION SITE / AMENITIES: East side Dock Street at concrete slab provided for a concession trailer as well as adjacent lawn space for up to four (4) tables with seating. Electric service provided by the Town of Schroon.

CONCESSION AREA: Town of Schroon property along Dock Street and Leland Avenue

CONCESSION REQUIREMENTS:

- Copies of permits as required by state and local entities.
- Certificate(s) of Insurance naming the Town of Schroon as Additional Insured including a minimum of \$1,000,000 Single Limit Liability coverage; Worker’s Compensation coverage if employees are hired; and any other coverage that may be deemed necessary.
- Electrical panel box must be accessible at all times.
- Trash receptacles to be provided by concessionaire and removed daily at time of closing; all garbage and cleanup are the responsibility of the concessionaire.
- Concessionaire is responsible for any damage to vendor equipment.

BID: Minimum bid shall be \$800.00.

CONTRACT AWARD AND PAYMENT:

- The Town of Schroon will issue a contract to the successful bidder.
- Payment is to be made to the Town of Schroon as follows, 50% upon signing of contract and 50% by June 30th. Failure to comply will result in the automatic termination of the agreement.
- No refunds will be made after the signing of the contract.

QUESTIONS OR CONDITIONS: Will be addressed by the Town Board of the Town of Schroon and the contract holder. All Town Board decisions will be final.

TERMINATION: Either party may terminate the contract with due cause.

ANNUAL REVIEW of these specifications will be made by the Town Board before going out to bid.

Discussion: Beach Management for 2023 Season

Supervisor Wood stated, I talked to Jeanine and she still doesn't have specifics from the county. Moriah Central School has agreed to allow her to do two (2) training sessions in May so there will be four (4) days in May in total. They will be using the pool at Moriah Central School and the rest of the training will take place in the library or at the school as of now. The youth department at the county allocates money to help kids get the training. They arrange programs with teachers and they cover \$125 of the \$250 cost. They have their own two (2) sessions that are happening this month and they have a waiting list of eight (8) or nine (9) kids that did not get into those sessions. I do not know if that includes any Schroon Lakers. Jeanine is training people for various entities on her own as well as students, who I don't know if they are on the waiting list or not, want to have the training. I don't have that answer from Dan Sadowski who is the person at the county who handles this, how many kids are going to cover the \$125 for? Is it only the Schroon Lake kids on the waiting list or is it all the Schroon Lake kids who aren't a part of Word of Life? We need to be clear as to what the town's responsibility will be, in terms of cost, before we move forward with this. If you have any more specific questions just let me know and I can add them to the list for Mr. Sadowski.

Councilman Gero: We are all set for compensation for Jeanine?

Supervisor Wood stated, The compensation is fine. The proposal is that the beach wouldn't open on Sundays until noon. I've talked to several people and they feel that the beach should be consistent and open at the same time every week. That will be the one

thing that we will stick with.

Discussion: ADK Gardens Town Hall Project

Supervisor Wood stated Eric said he could not get it done in May due to the school issues. This is in regards to cleaning up the front of the town hall, making it more municipal looking. We don't have the volunteers to do the weeding and maintenance. Currently Jane from the library is doing the maintenance when she is free. Thank you Jane. I asked Eric if we can't get it done in May can we get together and organize what we want done and what's going to go where, and have it all figured out. So when he can get to it, it's already figured out and he can get right to it in June.

Discussion: Vender Permits

Supervisor Wood stated, I propose a resolution that we break up the fees so that you have a fee for a one day permit, a fee for a week that is specified, not seven (7) different days, and a fee for a regular six (6) months of the year. I put in \$25/50/200 as a starting point open for discussion.

Town Clerk Savarie: I talked to other towns and I don't know anyone that charges \$200 for six (6) months. Also, if the chamber has people coming in, then they MUST get a vendor's permit. Supervisor Wood stated, agreed. I don't know how many of the vendors come multiple times, if they have a price point, they will know what they should book for if they plan on coming back. I did not make any changes to the actual law.

Town of Schroon

Amend local Law #1 of 1977

Regulation of Hawkers, Peddlers and Solicitors Law

Section 5. Fees

a.) A fee shall be paid before the license is issued. The applicable fee shall be

\$25 for one specific day;

\$50 for one specific week;

\$100 for six months from the issue date of permit. For the calendar year and

thereafter as may be established by a Resolution of the Town Board and set forth in the

fee schedule. Councilwoman Donaldson stated, I don't see anything about the Fourth of

July Supervisor Wood stated; the food vendors for the fourth of July at the park we have

taken care of, this is the people who come and sell the balloons and such.

Town Clerk Savarie stated; the people that come for the fourth of July and they have a food truck, how do they know they are not allowed on Leland Ave?

Supervisor Wood stated, we should add that. What we can do is with section three (3), there will be no food vendors other than the permitted concessionaire.

Councilman Gero stated; how does this affect the concerts in the park? They have had multiple vendors there for the concerts.

Supervisor Wood stated; that was after six (6)

Councilwoman Welch stated; it doesn't say that there's too much gray area.

Supervisor Wood stated; we have to change the language. I don't want to muddy the contract up that would go under exceptions. This doesn't have to do with advertising for the concession person so it doesn't have to be settled tonight. This may take some time to think on to make sure we get it accurately described.

Councilman Gero stated; I think there's a lot of language that could be cleaned up very easily to make it clearer.

Supervisor Wood stated; permitted vendors can stay past their minimum contract time, but additional vendors can be present after six (6).

Councilman Gero stated; if you're going to allow outside vendors to come in on Dock Street, for Chamber sponsored events which even though it's on town property, they should be allowed to stay. I don't see how you can say they can be on Dock or Leland, we have to be specific.

Supervisor Wood stated; we will clean this up, I think we should set a public hearing for this. I'm hoping if we can set a date for the public hearing then it will push this forward and we can get together and get this figured out. Then we can start advertising.

Councilman Gero asked, has there been any thought to adding veterans to the exemption list? I know when I worked for the state; veterans had a lot of preferences for veterans and used to waive fees for veterans.

Supervisor Wood stated; we could certainly add that, I'm just going to look at this from both sides, this is a small town, and do we need another layer of exemptions. Just a question.

Councilman Gero stated; That was just an example, if we are going to allow farmers,

employees who sell or deliver produce from their farm or garden, religious and charitable or non-profit organizations, why not a veteran?

Supervisor Wood stated we certainly can, this is what we need to discuss. Additionally I would like to say there can't be anything political at these events but I don't think we can do that. That's freedom of speech, we can't be restrictive.

So in 10 days we will have the proper wording for an exception to the food vendor issues and where they are in relation to the concessions, as well as the fee changes, the addition of the 25\$ per day and the 50\$ per week.

Discussion on Cash for Cans Recycling Program

Supervisor Wood stated I spoke again with this gentleman; he is from Port Leyden, which is not close to here. He said if we wanted a contract that is fine, we could draw one up. I called North Hudson and found out they are on an as needed basis for pick up. They really won't have many so they didn't need a contract. I also spoke to North Elba transfer station, which is not operated by the town. I provided for you the information she gave to me. One thing I want to be sure of is that we don't want to be handling any of the money. What they do is they let local organizations who do good in the community, send a letter to the town saying, either we are having an event that is a bottle drive or we are the boy scouts, or the class of, or the lions club and we would like to have our organization designated to be receiving the money for the cans that are picked up for that day, month, year. Or however we set it up. We are a small town, we are not going to have the same volume as North Elba, but the scouts did make it clear to us that in the summer time there is a lot of volume to handle. That was one reason to have a contract is to make sure they come weekly. The town of North Elba for example, the way they handle the money is, they pick an organization and they are the ones that deal with the Cash for Cans people, they send the check to the organizations. The check does not come to the town or through the town; it is not revenue for the town. All they ask is that the designated organization takes a photo of the check, so they can attach it to the request. That way it is clean for the auditors, and we have proof that services were rendered. Also, the organization who is receiving the benefit is responsible for "man-ing" the process.

Councilwoman Welch stated, after talking to several members of the lions club, one of which stated they were the youngest member of the Lions Club and they were NOT

going to be “Man-ing” this project.

Supervisor Wood stated; that's fine, then they don't get the proceeds. We will have to find an organization that is willing to “man” the project and if no one is willing to do it, then we don't do it. We don't have to do this, this is all optional.

Previously the boy scouts had a green shed where people would drop off their bottles and cans but the problem with that was, some people were putting actual trash in the bottle and cans bin. Which was hard to monitor, and then the scouts were left to deal with it. Just something to consider. This is all the information I have to date. The question was proposed that if they give .06 cents per container, then how are they making any money? Apparently it's through volume and they are paid .08 to .085 per container.

But those are all details that we can learn more about and figure out exactly what we expect of them and them of us. I want our non-for-profits to know that they aren't entitled to this either, there is work involved. We have several different organizations, or groups that could benefit from this. As well, they would need to have a liability agreement or insurance to cover any potential injuries or damages. Most non-for-profit organizations do, but that is something we would have to make sure we have, as this would take place on town property. This is a big undertaking.

Discussion on Cleaning Contract for Town Hall

Supervisor Wood stated; we got this proposal on the 23rd, we haven met since then. We need to decide if we want to pursue this proposal. I have not called North Country Janitorial; until I made sure we wanted to pursue this. Chris Stone and I spoke this morning about asking if we can give them 60 days notice or 90 days notice, I do not know yet Councilwoman Welch stated; that's a \$3,000 savings Supervisor Wood Stated right. If we pay attention to how the work is broken up it could be problematic.

Councilwoman Welch stated Yes, I did read that. It's only certain things on certain days Supervisor Wood stated; that's all it is now except the bathrooms everyday and the floors everyday. Some things are done once a week, or twice a week and some things are done daily. That way the whole building isn't being cleaned everyday. She starts off with in her proposal “to include and not limited to”

Councilwoman Donaldson states: but under the bathrooms she says mop and sweep but not clean every day, clean all surfaces on Tuesday and Thursdays.

Supervisor Wood: This is not set in stone, this is a general idea. If we want to pursue this, we need to make sure that we have the bathrooms cleaned everyday.

This was the only proposal that we received.

Deputy Town Clerk Hedden stated: Could we come up with another schedule or another list of things to do on a regular basis and then present it back to her, saying this is what we would need done and when?

Supervisor Wood stated yes, and she has offered to do that. When we spoke before, we told her that we needed to have the front entryway and the staircase mopped everyday. She said that she could do that at the end of every day.

Councilwoman Welch stated I don't see where she says her hours. When she will start and end.

Supervisor Wood stated, she doesn't work on Tuesdays or Thursdays at all that I know of since we first spoke. So she has all day to do work on those two days.

Councilman Gero stated I think we need to do a counter proposal, and put the language in it that we want, and we need to make sure that North Country Janitorial will even let us out of the contract. I do agree with Councilwoman Welch, she should provide us with her hours or what she projects will be her hours and the days she will be here.

Councilwoman Donaldson stated I think that we definitely need more structure with the bathrooms being cleaned everyday, Supervisor Wood stated alright, we can do that.

Discussion on AT&T Contract

Supervisor Wood stated I have been in contact with the Black Dot agent for AT&T, I told him we had our recommendations from our attorney and we had to settle tonight exactly what we were going to request as of November 1st 2025. He indicated if it wasn't the amount proposed by AT&T he would be moving the tower. I sent you the proposal from Mark Shachner, and his assistant. Which was to in section 1 to eliminate the tenant option to cancel at any time without cause within 30 days or extend the notice to 180 or to 1 year. It was recommended that we do not do 30 more years; we do the first 5 years and then 2 more extensions of 5 years.

Section 2 is the modifications of the rent. Section 3 was the suggestion to tie the future rents to the consumer price index. If we had been using that all along, we would now be getting \$1,238.40 a month, with the stipulation that if the consumer price index goes

down, the rent does not change. Section 4 it was recommended that we delete the entire section, that was permitted usage. Section 5 was suggested that we have that totally deleted. Section 6 was to leave three and delete one part of that in the sub section C. section 7, reduce the 90 days to 10 days for the right of first refusal. Section 8 Delete. Section 9 deletes. And the balance of it is agreeable.

The cost of AT&T dismantling and finding another place that would work, the cost of setting up shop elsewhere inside the park, would be difficult. I did have a message from Verizon, wanting to know where we were with Verizon; I need to get in touch with the town's attorney regarding that. One of the questions would be if the town attorney would actually write the contract, I do not know, but we would definitely send it to him for final review. We would not sign anything if he did not review it first and give his approval. Councilwoman Donaldson asked; are we proposing the base rent be \$1,238.40? Supervisor Wood stated; no that was just an example. We had talked before about \$2,000 dollars a month. If we want to have all these other changes which take away all the rights that they are asking for, maybe we should give a little. I'm asking for a proposed monthly rental fee to start on November 1st 2025 and I'm asking for an agreement that we send this to Black Dot. Councilwoman Donaldson stated; I agree Councilwoman Welch stated; I agree Supervisor Wood stated, we agree on how much money? Monthly? We can move on from the \$1,238.40, we don't know what the consumer index pricing will be in two years. Councilwoman Welch stated; that seems cheap Supervisor Wood stated; absolutely, this is just an illustration if we had gone with the CPI initially we wouldn't be at approximately \$900 we would be at approximately \$1200. I think we need to take care with this money, technology is going to change and we need to be prepared that this money won't last forever. Councilman Gero stated; it's a one sided contract and I don't like it. Supervisor Wood stated; if we delete all these sections, it won't be one sided. Councilman Gero stated; they spent so much money to put that tower in and to enter into negotiations with APA, there's no way they are going to move the tower. Supervisor Wood stated: I don't think they will either. There are 13 sections. Sections 10 through 13 are good, those are standard. So out of the rest we are asking them to completely delete 5 sections plus an increase in rent, and a change in how that is followed annually instead of every 5 years. This is what our response is, all these

sections that are giving them all sorts of rights, we want them to take them out. We need to protect the town. 5 out of 8 sections we are asking them to delete. This is why we need a resolution. These are the changes recommended by the town's attorney; they didn't recommend what to ask for rent, as that is up to us. Do we want to start with \$2,000?

Councilman Gero asked; along with all the proposed changes?

Supervisor Wood stated; yes.

Councilwoman Welch stated; I think \$2,000 is fair

Supervisor Wood stated; we are asking them to delete more than half of what they had in the contract. They are asking for a lot.

Councilman Gero; you have to be consistent too that one contract could be used against us for the next time. If they are aware

Supervisor Wood stated; yes, they are aware. I don't have a problem not asking for the moon with the money if they will make us whole without demanding all these rights. Do we have a number?

Councilwoman Donaldson stated; I think we need to go high in order to be able to negotiate down.

Supervisor Wood stated; again we are asking them to delete more than half their sections. If we keep it to the consumer price index in the long run we might get more, we don't know for certain but there is that possibility. They only want to grant increases every five years, instead of annually using the consumer price index.

Councilman Gero stated; we have to remember too, what is the dominant service provider up here? Verizon. This is an AT&T tower, so if they want a piece of this market, they need to keep their tower.

Supervisor Wood stated; should I ask for a motion?

Councilman Gero stated; I just want to add that I am not a legal contract writer, we need some legal guidance on this. We need to be very specific.

Supervisor Wood stated; absolutely, that's why it goes back to the town attorney's office for review and finalization. Mark reviewed this and this is his proposed list of changes, we need to finalize it, then it goes back to the town attorney, and we can continue to go back and forth with AT&T as many times as we need to. The town's attorney would review and go over every piece of these documents and double check everything.

Resolution # 72 Send Changes to AT&T Contract

Councilwoman Donaldson moved a resolution to approve changes to AT&T contract in negotiations as well as increase rent to \$2,000.00, second by Councilman Gero; carried.

Discussion: Set Date to meet with ZBA members

Supervisor Wood stated, the zoning board of appeals board is so excited to help the town and update the zoning ordinances, Colin, who is a building and codes person, who has an awful lot of knowledge in this field and Larry Reid, who is the chair. They have been working on this, pulling together information from a lot of other towns; they want to talk to us as a board. They want to talk to us and present their proposal so far. We need to set a date for that, we can make it a workshop meeting or a special town board meeting. Our definitions in our laws are old, we need to redefine what a hamlet means, we need to figure out what the town's needs TODAY as the town evolves. Should I get in touch with the ZBA and see what works for them? Let's do that. I will reach out to them and see if they can give us a couple of dates that work for them, then we can pick one of them.

Town Board Comments

Supervisor Wood stated, There will be a storm water management seminar offered at Cornell this year on March 28th from 8A.M. to 330P.M. I think it may be beneficial to think about sending a couple of our employees as we are seeing some more severe storms and this would be beneficial for the management of.

Councilman Gero stated, I will call Cornell myself and get registrations going. They had previously said there was still room.

Supervisor Wood stated, Great. Additionally the water and wastewater seminars scheduled for tomorrow have been postponed. It may be rescheduled for the end of March or the beginning of April.

Councilwoman Donaldson asked, have we had any applications for our job openings and when we will start doing interviews?

Supervisor Wood stated, yes and we will start doing interviews when we stop taking applications. We have had some interest in the golf course, water/waste water, buildings and grounds. We have had people from in town and out of town all with

various levels of experiences. There has been a good response to our openings.

Councilman Gero asked, are we set on the salary rate for parks or building and maintenance?

Supervisor Wood stated, we need to do that. I know what has been recommended from public sector, we need to follow the questionnaire and procedures from the public sector. We are creating this position, creating the job description, what its requirements are and expectations. We need to list what certificates or experiences they need to have or need to obtain upon hiring. Once we know all of that then we can lock in the grade.

Supervisor Wood made a motion to adjourn at 7:51 P.M. seconded by Councilwoman Welch; carried

I, Erica D Hedden, do hereby certify the foregoing to be a true and correct transcript from the minutes now on file in my office and of the whole such original minutes.

Dated March 22, 2023 _____ Deputy Town Clerk