

State of New York
County of Fulton
Town of Caroga

Minutes of a Caroga Town Board special meeting held Thursday October 19, 2023 at the municipal building located at 1840 State Highway #10 at 5:00 pm with the following persons in attendance by roll call. The flag salute followed.

Supervisor Scott Horton - Here
Council Member John Glenn – Arrived at 5:02 pm
Council Member Barbara Deluca – Here
Council Member Richard Sturgess – Here
Council Member Donald Travis – Here

Steve Stedman Greens keeper was in attendance.

Supervisor Horton thanked everyone for coming at the last minute. At the last meeting of the budget, it was obvious we were going to overspend the 2024 budget by about \$41,000.00, so we have to have a local law and a public hearing. The supervisor stated that there were three other items of business. A resolution to hold a public hearing on November 8, 2023 at 5 pm.

RESOLUTION #2023 -111 Proposed LOCAL LAW # 2 OF 2023 was offered by Supervisor Horton at a special meeting of the Caroga Town Board held on Thursday October 19, 2023 at 5 pm at town hall.

WHEREAS, the budget director indicated that the Town board would override the tax cap at the October 4, 2023 budget meeting, and

WHEREAS, Supervisor Horton realized after the regular monthly town board meeting that a local law was needed in order to override the tax cap and did call a meeting with two days written notice to the board, now therefore be it

RESOLVED, that Supervisor Horton does hereby move to open a public hearing on proposed Local Law #2 on Wednesday November 8, 2023 at 5 pm and does move to introduce proposed Local Law #2 of 2023 as follows:

“A Local Law to Override the Tax Levy Limit for Fiscal Year 2024” Be it enacted by the Town Board of the Town of Caroga as follows:

SECTION 1. AUTHORITY.

This Local Law is enacted pursuant to subdivision 5 of N.Y. General Municipal Law §3-c (the “Property Tax Cap Law”), which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

SECTION 2. PURPOSE.

The purpose of this local law is to permit the Town Board to override the tax levy limit on the amount of property taxes that may be levied by the Town of Caroga pursuant to the Property Tax Cap Law, and to allow the Town to adopt a budget for Fiscal Year 2024 that requires a real property tax levy in excess of the “tax levy limit” as defined by the Property Tax Cap Law. Such override is necessary due to an additional levy for taxes being paid, per contract, to the Caroga Lake Volunteer Fire Company in 2024 toward the purchase of a new firetruck which is in the best interests of the Town.

SECTION 3. TAX LEVY LIMIT OVERRIDE.

The Town of Caroga Town Board is hereby authorized to override the Tax Levy Limit established pursuant to N.Y. General Municipal Law §3-c, for Fiscal Year 2024, and to adopt a budget for Fiscal Year 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in N.Y. General Municipal Law §3-c.

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon its filing with the Secretary of State as provided in §27 of the N.Y. Municipal Home Rule.

Seconded by Council Member Glenn

Discussion: Supervisor Horton stated this will have to be done before any comments from the public at the budget meeting on November 8th, 2023. Once the budget turns from tentative to preliminary you know if you are under the cap. The budget director has stated we are over the cap.

Adopted by a roll call vote:

Supervisor Scott Horton - Aye

Council Member John Glenn - Aye

Council Member Barbara Deluca - Yes

Council Member Richard Sturgess - Yes

Council Member Donald Travis – Yes

Supervisor Horton received a contract today from the Department of Solid Waste. He read the cover letter. Enclosed were three original contracts for transfer utilization between Fulton County and the Town of Caroga. This five-year renewal between 2024 and 2028 was approved by the Board of Supervisors per Resolution #411 dated October 10, 2023. Generally, the town

also passes a resolution. A copy for their files was requested. Once approved by the Town Board the contract is signed by the Town Supervisor and by the Town Attorney, and returned to the county for signatures. A fully executed copy will be sent to the town. The correspondence was from Sharon Pawling Deputy Director of administration.

RESOLUTION #2023-112 to accept and enter in contract with Fulton County for use of the Transfer Station was offered by Council Member Sturgess at a special meeting of the Caroga Town Board held on Thursday October 19, 2023 at 5 pm at town hall.

WHEREAS, the town received three copies of the renewal contract for services with Fulton County for the use of the Transfer Station, now therefore be it

RESOLVED, that the Caroga Town Board does hereby move to have Supervisor Horton sign said contract and to have the town attorney sign the contract and does accept the contract as written for use of the transfer station for the next five years from 2024 to 2028.

Seconded by Council Member Travis

Discussion: Council Member Glenn asked if there were any changes to the contract compared to the previous one. Supervisor Horton replied he didn't look at it. The Supervisor noted that he didn't recall any changes when it was passed at the county level. He believes it was the same price. Resolution 411 covers all of the towns that have a transfer station.

Adopted by a vote of 5 ayes: Horton, Glenn, DeLuca, Sturgess, Travis

The board discussed with Mr. Stedman the closing of the golf course. The Supervisor thought it would be good if all were in agreement in the process for closing the course if not setting the date. Supervisor Horton suggested the end of next week for a good time to close the golf course.

Mr. Stedman sees some rain and snow moving in but also 50's and no rain days in the forecast. He suggested shutting it down around that time. He did not know about the labor in the club house but thought they could come in on days that are half way descent if people wanted a cart.

Supervisor Horton stated the golf course manager, Mr. Stedman, along with the liaisons Mr. Sturgess and himself try to give some finality to this. Supervisor Horton gave the board the year-to-date financials as of 10/19/23 the net revenue at the course is \$29,485.39 (profit). The reduction to this amount is for direct labor. Mr. Stedman stated they would be working until snow.

Council Member Glenn asked if it was counterproductive to be open now. Mr. Stedman noted it all depends on the weather. The club house staff have to put stuff away. Council Member Sturgess stated that you can burn a lot of payroll in the slow season. He noted we are 10% over budget. Mr. Stedman stated if the revenues for the day do not cover the club house staff, then it is probably not worth it. Council Member Sturgess thought we might have to reword the membership for next year if the board is going to decide when to close. We guarantee to the public that we are open till the end of October.

Supervisor Horton gave the total revenues year to date as \$307,395.00 and we budgeted \$285,000.00. The Supervisor thought the club house manager and Mr. Stedman should make these decisions. Perhaps a resolution should be made making it them that decide.

The board continued to discuss the date to close the course. Mr. Stedman did not care how long the course is open – until snows on the ground. Supervisor Horton wanted the board to know where we were financially and how much did they want to dig into the profits.

The clerk asked if it was feasible, before the snow falls, for Mr. Stedman to put five carts out if it was a nice day with a note for member to take a cart. That way club house staff wouldn't be necessary. Supervisor Horton noted it was not in his job duties. Council Member Travis stated usually the course is open until Election Day.

The hours in the club house have already been compressed. Council Member Sturgess thought if it's a nice day have someone in the club house. Supervisor Horton is hearing that the board doesn't want to get involved, and that the management should be done by those doing it all year round. He thought the board should be apprised he also wanted the clerk to post when there is an official closing. Supervisor Horton putting a notice on the website that the course would be open as weather and conditions permit. Final closing date to be announced. Council Member DeLuca did not want the board to micro manage the course, we pay the staff to take care of these things.

Supervisor Horton has had a couple of people call him about what is going on at the course and when will it be closed.

It was noted that the snowmobile club will contact Mr. Stedman about marking the course for winter use.

Supervisor Horton noted the 10-minute meeting is 15 minutes over right now.

Supervisor Horton had one other issue to bring up. He received a letter from our landlord that he wanted, because of fuel costs, wanted to raise the monthly rent from \$1,000.00 to \$1,300.00. Council Member Sturgess is the liaison and has talked to the landlord. Supervisor Horton asked Mr. Voght, Highway Superintendent and Mr. Stedman if things don't work out could our equipment be moved to the salt storage buildings and if the golf course could use a small area in the highway garage. It is feasible but may not be the most desirable as a fall-back plan.

Council Member Sturgess stated there has been a counter offer to come down to \$1,150.00 if it helps or keep it at the \$1,000.00 and the town pays for the heat in the building. So, there are three options: pay \$1,150.00, pay \$1,000.00 and the cost to heat the building, or move our equipment to other town buildings. Council Member Sturgess totally disagrees with moving the equipment to the highway barn and salt shed. He did not want to put our brand-new tools and equipment in the highway garage. He certainly didn't want the brand-new equipment in the pole barn that has store all of our salt for decades, and there is still salt in there. Mr. Stedman keeps everything meticulous. The last thing he wants is to put equipment in a place where there's more chance for mice, theft, corrosion and condensation. A heated dry facility like where we are at now is sufficient. If the referendum goes through and we are allowed to bond out the money this will not be a permanent

situation. If the referendum doesn't pass the board can make the decision to use the insurance funds to build that facility. Supervisor Horton noted we already have but the only reason we have not gone forward with it was because of the lawsuit. The Supervisor stated it would have been more costly to build as a standalone than to put it together with the highway garage project. He figured now there would be eight contractors instead of four. He was not going to manage these projects. He noted the bidding season was over with, he reminded the board that the best time to bid is in December and January.

Council Member Glenn stated we could get a written contract for \$1,150.00. The Supervisor wondered what happens if he doesn't sign. Council Member DeLuca stated then the town wouldn't have to pay. Council Member Sturgess stated we would be evicted. The Supervisor was upset that the town board passed a resolution to contract for the space but the owner refused to sign it.

Council Member DeLuca asked why. The Supervisor stated he just didn't want to do it. What that does is it puts the town on a month-to-month contract basis. Council Member DeLuca stated the town doesn't want to heat that building. She knows from experience.

The board continued discussing their options. Council Member Sturgess stated he would never vote to vacate that premises. It was noted that the rental comes out of the golf course money. Supervisor Horton noted we were over a barrel. We couldn't run the golf course if we didn't have that space. The Supervisor noted putting the equipment in a salt shed is not ideal. He stated the golf carts are going in there regardless. Supervisor Horton did not think it was good policy for a government to enter into a contract with somebody and not have a contract. Council Member Sturgess thought the town should have bought it when we had the option. Supervisor Horton countered that nobody is going to spend \$175,000.00 on a 70-year-old building.

Council Member Glenn suggested contracting for the building at \$1,150.00 with heat. He also wanted insurance included in the contract. It was noted that the town has insurance on all of its equipment. Supervisor Horton stated the town can request that the landlord also have insurance on the building but noted we have insurance and they know where our equipment is stored.

Council Member Glenn made a motion to continue renting the property for \$1,150.00 per month including heat provided that the renter guarantees insurance on the building. Council Member Sturgess asked why do we care if he has insurance on the building. He was sure he has it on the building. "Part of the reason this whole contract thing is an issue is because the last time we had a contract on this property and it was the town's responsibility to plow the driveway the town didn't." Council Member Sturgess stated that is the reason he is hesitant to sign anything from this town. Council Member DeLuca and Council Member Sturgess argue over the way the building looks. She apologized; Supervisor Horton used the gavel. Council Member Sturgess stated feelings in a business agreement are irrelevant.

Council Member Glenn wanted a written contract. He stated he made a motion. Council Member DeLuca now states she seconded it. Council Member Sturgess suggested keeping it a month-to-month contract. Supervisor Horton wanted to make it effective the first of the year, and not the first of December.

Supervisor Horton suggested using the contract the board approved last time, but require that it be signed within 10 days or we move out. Supervisor Horton goes into his office and makes copies for the board of the previous contract.

The board looks over the contract. Supervisor Horton stated this lease is not in force, the proposed lease is dated December 1, 2022.

Council Member DeLuca noted he was not following the contract because he is not in compliance with the laws, if you look at the place. Council Member Glenn asked if he was in violation of our building code. Council Member DeLuca noted the blight on the property. Council Member Sturgess wondered if he would have to get rid of his possessions after he signs this contract. Supervisor Horton stated compliance with the zoning regulations is not dependent on if you have a signed contract with the municipality. It's a code problem, whether or not he signs the contract doesn't make him any more or less liable for violating the town's building code if he is doing such.

The contract stated notice was 30 days but we are not in contract with him. Supervisor Horton stated now you go to general state law. The Supervisor stated either we have a contract that is signed within 10 or 15 days or we vacate. It is up to the board. He suggested going with the \$1,150.00 price with the heat. Council member Sturgess thought he should sign the contract. Supervisor Horton stated he has to sign it first. Council Member Glenn stated he is proposing using the contract we have that was never signed. Supervisor Horton stated the terms should be changed of the proposed lease agreement of December 1, 2022 for the rent amount of \$1,150.00 per month and the contract shall begin on January 1, 2024. It was noted that the landlord wanted the rent changed on the first of November. Supervisor Horton talked to the attorney and he has to give the town 90 days because there is no written contract. Council Member Sturgess stated it should be 90 days from the date of the letter. Supervisor Horton go back and forth about when the new contract would go into effect based on when the supervisor got the letter. Supervisor Horton stated that the clerk never received the letter so it hasn't been received by the town. Council Member Sturgess questioned how the Supervisor knew about the increase if he never received it.

Supervisor Horton stated he has a letter on his desk that brought this up. The Supervisor brought up official notification saying it can only be done through the town clerk's office. Supervisor Horton then stated the contract would begin February 1st 2024.

RESOLUTION #2023-113 to contract with landlord James Zeitler was offered by Council Member Glenn at a special meeting of the Caroga Town Board held on Thursday October 19, 2023 at 5 pm at town hall.

WHEREAS, Supervisor Horton received a letter asking for an increase in rent for the property leased month to month by the town to store the golf course equipment and tools, now therefore be it

RESOLVED, that the Caroga Town Board shall update and use the previous agreed upon lease agreement dated December 1, 2022 and does hereby move to enter into said lease agreement in the amount of \$1,150.00 with heat to start on February 1, 2024.

Seconded by Council Member Sturgess

Discussion: Council Member Sturgess asked if under the terms utilities he has to supply the town with, phone, computer, and cable service. Supervisor Horton replied no, that means he can't cut off access to them.

Adopted by a vote of 5 ayes: Horton, Glenn, DeLuca, Sturgess, Travis

The clerk asked for a motion to approve the minutes of the October 4 Budget meeting. The motion was sidetracked by the amendment to the September 11th meeting. Council Member Sturgess made a motion to approve the minutes of the October 4th Budget meeting. The motion was seconded by Council Member Glenn. All board members were in favor of the motion. Horton, Glenn, DeLuca, Sturgess, Travis.

Council Member Sturgess made a motion for the Caroga Tourism Commission to spend \$150.00 for kid's prizes for the Trunk or Treat event. Council Member Travis seconded the motion. Supervisor Horton stated she didn't need board approval for it but it was OK. For that amount of money all she needed to do was ask. All board members were in favor of the motion. Horton, Glenn, DeLuca, Sturgess, Travis.

At 5:52 pm Council Member Glenn made a motion to adjourn. The motion was seconded by Council Member Sturgess. All board members were in favor of the motion. Horton, Glenn, DeLuca, Sturgess, Travis.

Submitted by,

Linda Gilbert, RMC, CMC
Caroga Town Clerk