

1 **Board of Trustees**
 2 **Upper New York Annual Conference of the United Methodist Church**

3
 4 **Meeting Minutes**

5
 6 A meeting of the Board of Trustees was held on June 15, 2011, at 7:30 p.m, via conference call,
 7 the Vice President being in the chair and the Secretary being present. This was an adjourned
 8 session of the June 7 meeting to complete unfinished business.

9
 10 The Vice President determined that a quorum was present and called the meeting to order at
 11 7:34 p.m. Essie Harding opened the meeting with prayer.

12
 13 **Board Members Present**

14	Debbie Byers	18	Essie Harding
15	Tom Clemow	19	Lee Mount
16	Brooke Conklin	20	Robert Rood
17	Wendy Deichmann	21	Tom Wolfe

22
 23 **Others in Attendance**

24 Sherri Mackey

25
 26 **Property Management Consultant**

27 The Vice Chair asked Tom Clemow if he had any further input to the content of the draft Property
 28 Management Consultant Agreement. He had none. The Vice Chair then asked Tom Clemow to
 29 leave the meeting since he is a candidate under consideration for this consultancy. Tom Clemow
 30 left the meeting at 7:38 p.m.

31
 32 The Board then discussed the terms of the agreement and decided by consensus that: **there will**
 33 **be no minimum number of hours worked per year, the term of the agreement will be two years,**
 34 **the Secretary will sign the agreement for the Board, compensation for travel time will be**
 35 **simplified, a personal vehicle or rental vehicle will be used whichever is more cost effective and**
 36 **per diem payments will not be made.**

37
 38 Tom Wolfe moved and Lee Mount seconded, **the rate of compensation for the Property**
 39 **Management Consultant will be \$55.00 per hour.** The motion passed.

40
 41 The approved Property Management Consultant Agreement is included in these minutes as
 42 attachment A.

43
 44 Tom Wolfe moved and Bob Rood seconded, **The Board of Trustees will offer the position of**
 45 **Property Management Consultant to Tom Clemow.** The motion passed.

46
 47 Debbie Byers will ask Scott DelConte to review the agreement and then she will offer the position
 48 to Tom Clemow. If Tom wishes to accept the offer, he must resign from the Board before signing

1 the agreement. Debbie will also notify others who expressed an interest in this consultancy of the
2 outcome.

3 **Next Meeting**

4 The next meeting will be on June 27 starting at 7 p.m. through June 28 at noon at the Conference
5 Offices in Syracuse, NY.

6
7 **Adjournment**

8 The Vice President adjourned the meeting at 8:35 p.m.

9
10 

11
12 Lee Mount, Secretary

13
14 **Attachment A**

15 **PROPERTY MANAGEMENT CONSULTANT AGREEMENT**

16 This Independent Contractor Agreement shall be effective on the later date of the signatures
17 appearing below and is **between The Upper New York Annual Conference of The United**
18 **Methodist Church**, a religious non-profit corporation with headquarters located at 324 University
19 Ave., 3rd Floor, Syracuse, NY 13210 (the “Conference”) and **Thomas A. Clemow**, an
20 individual whose business address is 33 East St., Oneonta, NY 13820 (the “Contractor”).

21 **PREMISES**

22 WHEREAS, the Conference has need of consulting services with respect to the management of
23 Conference property and insurance; and

24 WHEREAS, the Contractor has represented that the Contractor has sufficient knowledge and
25 understanding of the organization and operation of the Conference and the responsibilities of the
26 Trustees of the Conference and that the Contractor understands and has the expertise to provide the
27 services required; and

28 WHEREAS, the Conference has relied upon such representations as a material inducement to
29 enter into this Agreement; and

30 WHEREAS, it is the mutual interest of the parties to this Agreement for the Conference to
31 obtain the services of the Contractor in return for the payment of fair and reasonable consideration,
32 as further specified herein;

33 NOW THEREFORE, in consideration of the premises, covenants, and conditions in this
34 Agreement, the parties agree as follows:

35 **COVENANTS**

36 1. Scope of Services. The services of the Contractor shall be at the direction of and subject to the
37 approval of the chair of the Conference Board of Trustees or the chair’s designee (“Conference
38 Representative”), who will, with input from the Contractor, determine the specific services to
39 be provided and the priorities and schedules to be used. In accordance with the direction
40 provided by the Conference Representative, the Contractor shall perform the services described
41 below:

42 General

- 1 a. Provide consultation to the Trustees of the Conference in the management of property for
2 which the Trustees are responsible in accordance with the provisions of the Book of
3 Discipline, including comprehensive planning and reporting; such consultation may include
4 development of specific plans and strategies.
- 5 b. Implement or assist in implementing Consultant's recommendations, strategies, and/or
6 plans.
- 7 c. Provide consultation to the Treasurer/Director of Administrative Services and the
8 Chancellor regarding property management transactions.
- 9 d. Provide oral and written reports as directed by the Conference Representative.

10 Property Administration

- 11 a. Develop a data base for all District and Conference properties, including all discontinued
12 and abandoned churches and church property requiring disposition.
- 13 b. Develop or assist in developing strategies to deal appropriately, systematically, and in a
14 timely fashion with properties to be sold or otherwise disposed of, including establishment
15 of priorities, schedules, security arrangements, maintenance, and payment of financial
16 obligations.
- 17 c. Provide training for district superintendents and District Committees on Church Building
18 and Location with respect to the provisions of the Property Administration Manual and
19 monitor their implementation of the Manual.
- 20 d. Work with district superintendants, pastors, and local church leaders of churches in the
21 process of being discontinued or abandoned to ensure that church property is professionally
22 appraised and is properly disposed of and that all documents and assets are properly
23 handled.
- 24 e. Assist, when appropriate, in the disposition of Conference property.

25 Property Management

- 26 a. Ensure that Conference owned property and discontinued or abandoned church property is
27 secure and protected.
- 28 b. Interface with local governmental bodies and secular authorities regarding discontinued or
29 abandoned church and conference property and respond as authorized by the Conference
30 Representative.

31 Insurance

- 32 a. Ensure that each church and conference property is insured for an accurate and appropriate
33 value (replacement value, market value, or such other value as the Conference may select)
34 and that all reasonable risk management and risk reduction measures are taken.
- 35 b. Investigate insurance claims and situations where local churches have concerns about
36 insurance, make recommendations to address those concerns, and implement those
37 recommendations when so directed by the Conference Representative.
- 38 c. Interact with the conference insurance provider to assure that the Trustees are fully informed
39 regarding the insurance coverage provided and alternatives available and, to the extent
40 possible, that the insurance provider understands and responds appropriately to the needs
41 and desires of the Trustees.

- 1 2. Term. Subject to Paragraph 10, the term of this Agreement is two years from the date of
2 initiation. This agreement may be renewed by mutual agreement following the initial term in
3 accordance with the needs of the Conference and availability of the Contractor. There are no set
4 hours; however, the Contractor is expected to be reasonably available when requested during
5 this period of time. The contractor shall provide services not to exceed eighteen hundred (1800)
6 hours per year.
- 7 3. Compensation. The Contractor will be compensated at the rate of \$55.00 per hour. The
8 Contractor shall be paid for time during which the Contractor is actually performing work under
9 this Agreement or engaged in travel required to perform such work. The Conference will also
10 reimburse the Contractor for reasonable travel expenses incurred at the request of the
11 Conference and in furtherance of this Agreement. Travel shall be by personal or rental vehicle
12 whichever is more cost effective unless otherwise approved by the Conference representative.
13 The rates, terms, and procedures for such reimbursement shall be in accordance with applicable
14 policies of the Conference. The Contractor shall keep such expenses to a level reasonably
15 acceptable to the Conference Representative. The Contractor is not eligible for any other
16 compensation or benefits of any kind from the Conference.
- 17 4. Invoicing. The Contractor will provide invoices to the Treasurer/Director of Administrative
18 Services and the Conference Representative for services rendered and expenses incurred
19 pursuant to this Agreement on a monthly basis. The invoices shall be submitted within fifteen
20 (15) days of the end of each calendar month and shall include all work and reimbursable
21 expenses performed and incurred during that month. The invoices shall indicate the dates work
22 was performed, a general description of the work performed, and the time applied to each task,
23 each day. The Contractor will also provide proof of travel expenses at that time if seeking
24 reimbursement for those expenses. The criteria for proof of mileage via personal vehicle shall
25 be no more demanding than requirements of the Internal Revenue Service.
- 26 5. Payment and Taxes. Payment will be made monthly, within fifteen (15) days of receipt of each
27 properly completed invoice, and will be reported by the Conference on IRS Form 1099. The
28 Contractor is solely responsible for paying all federal, state and local taxes that may be required
29 in connection with the amounts paid under this Agreement. The Contractor indemnifies and
30 holds the Conference harmless against any claims, legal actions, penalties, or liabilities with
31 respect to such taxes.
- 32 6. Records. The Contractor agrees and acknowledges that all records, documents, files and other
33 information, including those created by the Contractor during the performance of this
34 Agreement, are the property of the Conference and not the Contractor (with the exception of
35 records generated by the Contractor for the Contractor's use that do not contain any confidential
36 or proprietary information). The Contractor may not remove any documents and records from
37 the Conference's facilities without the express advance permission of the Conference
38 Representative.
- 39 7. Indemnification. The Contractor indemnifies and holds the Conference harmless from all
40 demands, claims, damages to person and property and losses, including attorneys' and other
41 professional fees, relating to any act (including willful misconduct or negligence) of the
42 Contractor while performing this Agreement. This paragraph shall survive termination of this
43 Agreement.
- 44 8. Independent Contractor Status.

- 1 a. It is agreed that the Contractor, in performing the responsibilities under this Agreement, is
2 acting as an independent contractor for all purposes. The Contractor will not be provided
3 with an office, does not have set hours, and will not be provided with any equipment or
4 supplies unless specifically requested by the Contractor and approved by the Conference
5 Representative.
- 6 b. In no event will the Contractor be deemed to be an employee or an agent of the Conference
7 for any purpose including, but not limited to, workers' compensation, employee benefits,
8 expense reimbursement, vicarious liability, professional liability coverage or
9 indemnification. No provision of this Agreement confers authority upon either party to act
10 as the agent of the other.
- 11 c. The Conference shall not have or exercise any control or direction over the manner, mode,
12 method or means by which the Contractor performs the services covered by this Agreement,
13 except to the extent specifically set forth in this Agreement and provided that the Contractor
14 performs the services in a timely, economical, and satisfactory manner. The Contractor is
15 free to provide professional services to other clients, so long as those services do not
16 interfere with the performance of services under this Agreement, are not adverse to the
17 interests of the Conference, and do not reveal any confidential or proprietary information
18 obtained in the course of performing services for the Conference.
- 19 d. Neither the Conference nor the Contractor is restricted with respect to the manner in which
20 they may respectively perform services outside the scope of this Agreement.
- 21 9. Confidentiality of Business Records and other Information. The Contractor agrees that, by the
22 nature of the services the Contractor is to provide under this Agreement, confidential and
23 proprietary information belonging to the Conference may become known to the Contractor. The
24 Contractor agrees not to disclose to any other person, or make direct or indirect use of any
25 confidential or proprietary information acquired while performing services for the Conference
26 except as required the performance of those services. The Contractor shall return all such
27 confidential or proprietary information in the Contractor's possession in any physical form to
28 the Conference upon request and upon termination of this Agreement and will not retain copies,
29 notes, or memoranda of such data either in printed form, code, electronic format, or in any other
30 medium for the storage of data. The Contractor shall have no rights or authority to use the
31 name, trademark, letterheads, or other identifying intellectual property of the Conference in any
32 manner whatsoever, except as expressly authorized by the Conference in writing. This
33 paragraph shall survive termination of this Agreement.
- 34 10. Termination. Either party may terminate this Agreement immediately with cause or upon seven
35 days written notice without cause. If this Agreement is terminated by either party with or
36 without cause, the Conference will only be liable for the payment of fees earned and expenses
37 incurred as a result of work actually authorized and performed prior to the effective date of the
38 termination.
- 39 11. General Provisions.
- 40 a. Choice of Law and Venue. The terms of this Agreement will be construed in accordance
41 with the law of New York State without application of its conflict of laws provisions. Any
42 action to enforce this Agreement must be filed in the appropriate court in Onondaga County,
43 New York.
- 44 b. Integration. This Agreement reflects the entire understanding of the parties on the subjects

1 to which it relates, superseding all prior discussions and understandings. Its provisions may
2 only be modified or waived in a writing signed by both parties.

- 3 c. Severability. If any provision of this Agreement is held invalid by a court the remainder of
4 the Agreement will not be impaired, unless the invalidated provision causes the Agreement
5 to substantially fail in its essential purpose.

6 IN WITNES`S WHEREOF, the parties intending to be legally bound hereby execute this
7 Agreement.

8
9 UPPER NEW YORK ANNUAL CONFERENCE
10 Of the United Methodist Church CONTRACTOR

11
12 By _____

13 Lee Mount Thomas Clemow

14 Secretary of the Board of Trustees Date: _____

15 Date: _____

16 _____
17 Deborah Byers

18 Vice President of the Board of Trustees

19 Date: _____

20
21 NOTE: The Contractor is the former Chair of the Annual Conference Board of Trustees. He did
22 not participate in the Board`s deliberations concerning the terms of this agreement. Rather, the
23 terms of this agreement, including the contractor`s scope of service and compensation, were
24 prayerfully considered and approved by a quorum of disinterested Trustees, outside of the presence
25 of the Contractor. Among other factors, the Board has concluded that the Contractor possesses
26 special knowledge of the Conference`s assets, a commitment to the spiritual mission of the Annual
27 Conference and its Plan of Union, and is uniquely suited to serve as management consultant to the
28 Board at this critical time.