

Town of Johnsburg
Minutes of Town Board Meeting – April 5, 2022
7:00PM – Johnsburg Central School Cafetorium

PRESENT: Arnold Stevens – Councilman Peter Olesheski – Councilman
 Justin Gonyo – Councilman Gene Arsenault – Councilman
 Jean Comstock – Town Clerk

1. Meeting called to order at 7:05 PM; pledge led by Justin Gonyo;

Mr. Gonyo noted that the re-val process is not on the agenda for this evening, but privilege of the floor at the end of the meeting is available.

2. Approval of Minutes from March 15, 2022 Meeting

RESOLUTION #22 – 56

Mr. Stevens presented the following Resolution and moved its passage with a Second Motion by Mr. Olesheski to accept the Meeting Minutes from March 15, 2022. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

3. Correspondence from TOJCC read by Mr. Olesheski; response from Town Attorney read by Justin Gonyo. Mr. Olesheski noted that all correspondence is available on the table, including the letter from Mark Smith.

4. New Business:

- a. Proposal from Vincellette Law Firm for BAR representation as our Town Attorney is not available on this date; the proposal is not to exceed \$2,500/A13554.

RESOLUTION #22 – 57

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion by Mr. Arsenault to accept the Proposal from Vincellette Law Firm, not to exceed \$2,500. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

- b. Pilot Proposal for Peaceful Valley Town Houses; Mr. Stevens asked if our Town Attorney has reviewed the proposal? Mr. Arsenault asked if they are still considered “affordable housing”? Mr. Gonyo noted that yes they are within the “affordable housing” guidelines. Mr. Olesheski noted that there is no indication that he is aware of that the Town Attorney has seen this. Is there a motion to accept the Proposal contingent upon our Attorney reviewing the Proposal.

RESOLUTION #22 – 58

Mr. Olesheski presented the following Resolution and moved its passage with a Second Motion by Mr. Stevens to accept the Pilot Proposal. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

- c. Authorization to hire Appraiser for Town owned properties.

RESOLUTION #22 – 59

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion by Mr. Stevens to accept the hiring of an Appraiser. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0. It was asked if the Appraiser could also do TPCC?

- d. Extend Occupancy Tax deadline, Mr. Gonyo asked if the Board was interested in this? Mr. Gonyo also noted that we don't have enough information available. Mr. Stevens and Mr. Olesheski agreed to table this until more information is available for the Board.
- e. Presented quotes from Mike Colvin for repairs to TPCC equipment to have Town Board Meetings in TPCC auditorium; Mr. Olesheski asked if we needed three (3) quotes per purchasing policy.

RESOLUTION #22 – 60

Mr. Arsenault presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to accept Mr. Colvin's quote and move forward with the repairs, contingent on the Town's Purchasing Policy. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

- f. Town Bookkeeper is asking for approval to attend Town Finance School May 16-17, 2022.

RESOLUTION #22 – 61

Mr. Arsenault presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to approve the Town Bookkeeper's attendance at the Town Finance School. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0.

- g. Resolution for BAR appointment – there was no Resolution found for 12/3/21 appointment of Mr. Heidrich to the BAR. Previous sworn statement is now cancelled and a new Resolution and Swearing in will need to be completed as of this date. Mr. Olesheski also noted that we need to do better with recordkeeping.

RESOLUTION #22 – 62

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to accept Mr. Heidrich's appointment to the BAR. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays - 0

- h. Mr. Gonyo read Ms. Dingman's letter of intent to continue to serve as the Summer Youth Program Director. Mr. Ross noted to the Board that the Summer Youth Program is in Minerva this summer, and asked if the Town was aware of this?

RESOLUTION #22 – 63

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion from Mr. Arsenault to accept Ms. Dingman's letter of intent and continue as Summer Youth Program Director. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

- 5. Committee Reports – Mr. Stevens noted that the Solid Waste & Sewer Committee noticed that better signage for traffic at the Ski Bowl during the work being done needs to take place; vehicle hit post embedded in concrete; there needs to be flexible signage. Mr. Olesheski also noted that the Committee is looking into recycling at no cost or a profit to ourselves; Mr. Gonyo added that

we were going to discuss with other municipalities as well; waiting for a draft design of signs; Mr. Stevens indicated that a discussion centered around paying for disposal of our waste – weight, volume – currently use sticker process; some towns use scales and pay by weight; Mr. Arsenault and Mr. Olesheski noted that there was a meeting with TPCC as to the possible leasing of it; we, the Town Board, have looked at this issue for a while; it's a great gift to our community, however, it is expensive to maintain; good communication with TPCC personnel and we can help with /repairs and improvements; we are moving ahead with possible managing of it and taking the burden off the town and tax payers; it was a good meeting and there is another one planned.

6. Mr. Gonyo asked if all reviewed the ZEO Report and if there are any questions or concerns?

RESOLUTION #22 – 64

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Arsenault to approve the ZEO Report. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0

7. Mr. Gonyo asked if all Board Members reviewed the Warrants and if there were any questions?

RESOLUTION #22 – 65

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion from Mr. Stevens to approve the Warrants. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0.

GENERAL FUND:	\$ 43,438.73
WATER:	\$ 7,691.15
LIBRARY:	\$ 558.72
HIGHWAY:	<u>\$ 70,245.54</u>
	\$121,934.14

8. Privilege of the Floor: concerns from the public -

- Regarding 4C of the Agenda appraisal – wasn't this just done? Mr. Gonyo noted that the assessment was just done, not an appraisal.
- If Peaceful Valley contract is expired why are we approving? Approved contingent upon Town Attorney approval.
- Mr. (Jetson) Williams - Thank the Board for making a reasonable decision to listen to the people of the town, 79 on Zoom, 100 in person; not even on the agenda this week; January 2020 presentation re: assessment; lack of diligence of Board and Supervisor; let Maxwell to do assessment for \$135,000; no resolution; qualification letter for Assessor received; brand new assessor in Warren County, not same as Essex County; at that moment the Board failed the people, they should have done their homework at that time, not now. Warren J. Bueller – 30 years of experience, I spoke to him, would not recommend doing it in-house; no way to really grieve a town-wide assessment; asked for qualifications to be an assessor; any educational background on our assessor? Do your homework Town Board; no assessment since 1953; assessment continues; spoke with Christine Hayes – assessor or Horicon – incoming President; Warren is in Western NY, spoke with him for 45 minutes; our assessor gave me 10 minutes; spoke with Christine for about 45 minutes, less properties than Johnsbury; why not done in-house; best to have an outside assessment done; she's been following along with Johnsbury, she felt the Board wasn't supporting the assessor; takes years of experience to get to that point; you didn't do your homework; preliminary numbers came out; not a very

user friendly spreadsheet; meeting with Supervisor after meeting with assessor, she indicated "that's not my job to read the numbers"; spoke to Board Member, also indicated that they did not look at the numbers; you set her up for failure as well as the people of Johnsbury; handout from concerned citizen (2 pages); reviewed handout; formulas changed, but not properly; Board please read this, do your homework; how do we contest mis-assessed property? No means or method to contest; we have an inexperienced and aggressive assessor doing an assessment; then it's the Board's job to step in and take over; calculations don't make sense; Gore Mountain dropped by one million dollars – that doesn't seem right; I am not an assessor, I've talked to those that are, we deserve better; Warren 'wow, I don't know what to say, you're in a tough spot, convince your Board to hire someone and do it right"; the people in this Town deserve better; we may not be able to stop this, but the Board, could, today, make a resolution to bid out the assessment; break the tax cap to do an outside assessment, to restore trust in the community, this would be in your best behavior; no verification of her work by the Town Board or anyone else; if this were a bank, and your new teller made deposit errors, only recourse is to talk to the teller; our only option is to go back and talk to assessor; need to listen to the people, we're asking for action and trust in this process to be restored; mistakes have been made; hoping the Town board would have recognized the errors; the people are asking for a separate company, take a larger sampling and compare to assessor and either validate or make notes; Mr. Gonyo asked Mr. Williams if he was speaking on his own behalf or with a group; Jim Williams – 250 in the group of TOJCC. Mr. Williams indicated he spoke with Thurman assessor and with 20 years experience says it's too hard to do inhouse; put the brakes on, make a resolution to postpone.

- Pilot question – accept the pilot pending communication with attorney; we're granting them exemption? Who did this? What is the tax rate? Assessed at 3 million and only giving the town \$8,000; nothing for school or county? Was the school and county even included in the talks 20 years ago? Town, County and School need to be included; Mr. Gonyo noted we will leave this up to our attorney, will not be approved if there are concerns.
- Mr. Holt – I think you're moving too far ahead without talking to County or School? Should withdraw the resolution.
- Mr. Olesheski indicated that in the best interest of the Town, we'll rescind our resolution on the pilot, if for no other reason than to have a complete Board and Supervisor meet and discuss; she's more well versed in this situation.

- **RESOLUTION #22 – 66**

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion from Mr. Stevens to rescind RESOLUTION #22-58 regarding the Pilot Agreement. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0.

- Ms. Lomax just wanted to let the Board know that the phone numbers are not working to get into meeting; Mr. Olesheski noted that there are 6500 that are out of service in the area.
- Some of us feel like you're attacking the security of people's homes, shame on the Board; balances are not the same; the leader of our community doesn't want to get involved to find where the differences are to the tune of \$96 million dollars?!?!?!? We need a leader in this community; admit it's a new process, educate us; you can't de-value this school building.

- Mr. Morris - Regarding the pilot – the school was not approached re: this pilot; \$8,000 payment is ludicrous; you can say it's not for profit, but it's not; the Town is giving a break to a private company, why? Not requesting a tax break, but they are. ; we're all paying for their taxes rather than the Townhouses.
- Mr. Olesheski – we've put the pilot on hold, we were not provided enough information as a Board; not sure why the school and county was not included in this; Mr. Olesheski indicated that the Town Board will work with the Town Attorney and get to the bottom of it.
- You don't have control over the adoption of it? Attorney reference is a bit outdated and lacking in a full comparison; there are 393 of them he referenced one and it was cut and pasted; Town Board is saying it can't stop it; State Comptroller would investigate if over 25%; it was a flawed assessment; NYS created a law in 2018 re: assessment program, share services with other municipalities; doing this to save money, how much did we actually save? \$90,000-\$100,000 compared to \$135,000 to have an outside assessor; what prompted 2021 one person grieving? NYS does not require a re-assessment; it was the Town; individual concerns are important, but NYS did not require re-assessment, if 25% of grieve, it's out of the Town's hands and into NYS.
- Mr. Fallon – one question for the Board – how much money is set aside to fight this, is it in the budget? The people will pay for the legal fees and possible higher taxes.
- Mr. Ashline – vote on this now.
- Mr. Hughes – need a new code of conduct, this is big and you need to revisit this.
- Mr. Gonyo asked if there are any other privilege of the floor.
- Mr. Coyne – I only rent to those with low income, without the food pantry they couldn't live; you have to think about the people, they're going to be homeless; these people can't afford any more; rent, food, it's not fair, you have to think about the people.
- Mr. Gonyo – thank you to Jim (Jetson) Williams, and all others, for their input.
- Mr. (Jetson) Williams – need to hire an independent survey of larger number of properties and run their numbers and compare to assessors numbers; Mr. Gonyo are you presenting that to the Board as a resolution? Yes Mr. Gonyo and Mr. Olesheski – any discussion to accept this resolution to hire an outside company; Mr. Arsenault – not ready to make the resolution, but good request, just not prepared to make it a resolution; noted that Mr. Gonyo and Mr. Olesheski vote Aye, Mr. Stevens and Mr. Arsenault– vote no; Mr. Gonyo- 2 Ayes, 2 Nays, motion does not carry.
- Mr. Webb - Hope you aren't running again, people will not vote for any of you; you're all going down with your leader, enough with the grants; this is a crisis and our leader isn't even hear; I can't run a business up here; we're asking you to be human, be civilized; where is your true north?!?!? Where is the youth in our community; use your common sense; they don't even want to verify the numbers.
- Ms. Sponable - one more time just asking the Board to take a step back; I can't get homeowner's insurance due to the re-val numbers; we're not saying stop it; have someone professionally validate the numbers.
- We need a collector; was the data checked with the photos? This is why we're asking for a verification of work? Anyone on the Town Board that's an expert? I encourage you to find someone, an expert, to review her work; you put her in a very bad position, you're not willing to check her work; it's checks and balances, plain and simple;
- Mr. Amell - I take care of my house and my parent's house – my kids will never be able to afford these taxes and I'm asking why you're voting "no"; Mr. Arsenault – there is good information, I'm not going to make an impulse vote without consulting with other Board Members and Town Supervisor; Mr. Stevens – the process was put to us "do we have confidence in our assessor", I said yes, I still stand behind her and her work.

- Mike Park – I've only been in the area for about 8 years; my property went up to \$325,000; you have faith in her, we the people don't.
- Mr. Ashline - I have a modular home, she didn't know that; \$179,000 for out buildings; your confidence needs to be backed up with facts
- Ms. Sears - Dan did our measurements, it may not have been Letitia; sizes that Dan gave Letitia were off dramatically; a lot of issues were the measurements and pictures.
- Mr. Gonyo wanted it noted that at 8:59 we lost internet, several minutes later it came back.
- Ms. Freebern - who is the BAR, is there a professional on the BAR?
- Mr. Lane - I had an independent assessment done and it was half of what the Town Assessor came up with.
- Mr. (Jetson) Williams; BAR is not the answer, I can fight my assessment, the others that can't go, don't have the means or the knowledge and they end up paying more; it needs to be validated; if enough people go to the BAR for grievance; simply put, do a professional audit and it's off you guys;
- Mr. Konis – Mr. Arsenault did you have someone looking over your shoulder throughout the years? Any harm in reviewing the numbers, Mr. Arsenault – it's a good point and well taken; Mr. Arsenault would you be willing to take time to talk to those in other counties; can we have an answer at the next Board meeting? Mr. Arsenault – I'll make a decision when I'm ready.
- Mr. Olesheski - I will not be at 4/19/22 Board Meeting, I'll be on vacation with my family.
- Mr. Konis - how many signatures would be needed on a petition to stop this? Mr. Gonyo – I don't know, but I will look into it.
- Ms. Monroe – when will Supervisor Hogan be back? Mr. Olesheski – 11th or 12th; Ms. Monroe - do you have a time frame to meet with her; who is the Deputy? Mr. Gonyo – Ms. Nightingale, and where is she?
- Why can't you make a decision? Mr. Olesheski - I have already spoken for myself; continuing this conversation is not going to help; the answer now is "no", we must come to an agreement as a Board. Then call a special meeting prior to you leaving for vacation.
- What is up with the Homestead act – Mr. Gonyo noted it does not come into play in this situation.
- Mr. Konis - you can move ahead with last year's assessment; I'll survive, but a lot of people won't;

9. Motion to Adjourn – at 9:13PM

RESOLUTION #22 - 67

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion from Mr. Stevens to adjourn the Town Board Meeting. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Olesheski); Nays – 0.

Prepared by:

Jean M. Comstock
Town Clerk

***The Next Regular Town Board Meeting will be held
Tuesday, April 19, 2022 at 7:00PM
At TPCC and via Zoom***

Town of Johnsbury
Minutes of Town Board Meeting – April 26, 2022
7:00PM – Tannery Pond & Zoom

PRESENT: Arnold Stevens – Councilman Peter Olesheski – Councilman
 Justin Gonyo – Councilman Gene Arsenault – Councilman – via Zoom
 Joann Morehouse – Deputy Town Clerk Andrea Hogan - Supervisor

1. Meeting called to order at 7:00 PM; pledge led by Chris Heidrich;

Ski Bowl Garden and Outreach could use volunteers; Tidy our Town this weekend as well – get out and help clean up our Town.

Supervisor Hogan – explained the fairness of the re-val; we want to get the process right and the tax payers are helping us; myself and the Town Board have worked on answering all questions and concerns; I have personally contacted professionals; your petition speaks volumes; there is no petition or lawsuit that will change the assessment; our Town Assessor is a professional and fully qualified to perform her job; higher assessment does not mean higher taxes; there is a 2% cap on taxes; on May 1st we'll have the Tentative Roll and if there were changes you'll receive a letter, then the meeting on 5/12/22 to discuss prior to BAR on 5/26/22. Town Board cannot use 2021 numbers; we can do an outside assessment, it will be costly and have in impact on the Budget; let's take a look at the Tentative Roll first and then see what steps we need to take. We will work on better communication. Affordability of housing in our Town, it's a big challenge. WCEDC will be with us on 5/12/22. A committee is being formed to address these issues – Mr. Olesheski will be heading this committee and will seek assistance. Let's all work together.

2. Correspondence/Privilege of the Floor:

Do you have a quorum? Supervisor Hogan – yes, Gene is on Zoom.

Mr. Morris read letter re: petition referencing Law Sections 86, 90, 91, 94; 25% of voters to challenge the assessment.

Ms. Hutchins – I live on Austin Pond Road, some homes have finished basements and were not assessed with that, why? I was told she couldn't go on the property; it doesn't seem fair; there are Air B&B's on the road as well; we don't mind paying our fair share of taxes, but it needs to be fairly assessed.

Mr. Ashline – 2 years before you bought your house, I invested \$149,500; I went up \$210,000; Supervisor Hogan – the State reviews all Board members assessments; how is my property \$147,000 more than yours. Supervisor Hogan – I hear you.

Ms. Freebern – couldn't get a visit for an informal meeting with Assessor; paperwork for BAR has to be in by May 26th; will there be an extension of time; Supervisor Hogan – there were evening hours available; BAR will be 8 hours rather than 4 hours; Ms. Freebern – hope that's enough time; Supervisor Hogan – no decisions will be made at that time; your paperwork needs to be in by 5/26/22;

Mr. Williams – you do not need a high school diploma to be an Assessor; Water District values went down by thousands; people of BAR must not have any connections to the Assessor; no gifts, vacations like on the Coast of Maine – this is not legal. We are awake and we are paying attention. Referenced Oath of Office letter from Town Attorney; 1/4/22 – Board Meeting, Supervisor didn't sign her Oath until 1/19/22; Executive Orders – strict guidelines; the Board does have the power; we're asking you to rescind the Resolution, then use 2021 numbers;

Ms. Broderick – Board needs to rescind Resolution to do the Assessment; just too many inconsistencies; my opinion is that it's flawed beyond repair;

Mr. Hartig – what are the final numbers? What went down and what went up with the Assessment? Supervisor Hogan – current numbers are preliminary;

AUDIO WAS LOST

Mr. Konis – there are means and methods to have your taxes lowered, the challenge when the values are too high, but what if they are too low? It's critical that we take a look at this; those that their taxes went down still signed the Petition to help others; What day are the values set, per Supervisor Hogan – July 1, 2022. Supervisor Hogan – could we please wait until May 1, 2022;

Mr. Fallon – If you didn't meet with the Assessor, your numbers won't change? Supervisor Hogan – that's correct; Commercial Property went down, how is that possible? Supervisor Hogan – that's a Zoning question;

Mr. Williams – let's stop this one and have it done correctly; Supervisor Hogan – that's why we want to wait until May 1st; Mr. Williams – you won't be able to use the 2021 numbers; the Resolution authorized the money for the re-val, we can't get that money back; rescinding the Resolution would not change the numbers; she believes her numbers are accurate; it would be a very strong statement by the Board to rescind this.

Mr. Ashline – when will the School have to use these numbers? Supervisor Hogan – no numbers are final until July 1, 2022; when you look at the Water and Gore numbers, how do you not see the problem? Mr. Gonyo – I asked the same question – that number specifically has been adjusted for the Tentative roll, other numbers were adjusted as well; I am sorry for that confusion and I don't know why they went down.

Mr. Sweeney – we're a second homeowner in North Creek; recently went through a re-val in Westchester County and it was done by an outside agency and it was well received; I would highly recommend the Town hire an outside company;

Ms. Sponable – I'm really concerned that those that came to speak with the Assessor there wouldn't be any changes; most people didn't realize that their assessment would not be looked at unless they came to see the Assessor; how many people actually made an appointment with her? Supervisor Hogan – I don't have that number; unfair just to send letters to those that came in;

Ms. Therio – most of my career has been in data analysis; I have worked with the data and it doesn't add up; there will still be "puts and takes" and all will be upset; numbers were not reviewed by the County; for all of these reasons – it needs to be professionally reviewed or redone;

Mr. Hughes – I appreciate that the Board looked at the Town's properties; with the Assessor being an appointed position, by the Board, could we ask the Assessor for a reconciliation by the next Board Meeting?

Close Privilege of the Floor.

3. New Business:

- a. Child Care Business – spoke with Supervisor Hogan several months ago; initially wanted a commercial daycare – too many barriers; through help from the County it is viable option; I'd like to provide some stability and care for more local individuals; working with OCSF as well to get daycare for others; I'm leasing to purchase the home; I do have an investor, but need more money; Dylan Glover would like to open a residential day care and is looking for some financial assistance; Supervisor Hogan noted that the Rescue Plan Fund does have some funds available for child care; we can't make a decision here tonight; needs a specific amount; Ms. Glover is asking for \$40,000 to help purchase her home to open the day care;

we will take this back to the Committee and will hopefully have an answer by the next Board Meeting.

- b. New Line Item to Budget – WIIA Grant Line needs to be added, \$3,000,000 – Grant for repairs.

RESOLUTION # 22 – 68

Mr. Gonyo presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to add the new line item to the Budget. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- c. World University Games – Ms. Bowers gave a presentation for the World University Games (coming to North Creek February 2023) and will e-mail the presentation to the Board and Town Supervisor; chance to have even more people in Town; Town will need to help pay for the signage hardware; Mr. Gonyo asked what was the timeline? Ms. Bowers indicated hopefully before June; we do have some money in the Rescue Plan; Mr. Stevens – cost, \$6,300, approximately. Supervisor Hogan noted that she would like to discuss other options (we may have volunteers to do it for free); Supervisor Hogan – we’ll mull this over for a month; Mr. Gonyo – is a month cutting it too close? Amanda – we’ll work with you all regarding this; we want your Town to shine; Supervisor Hogan – we’ll take a look at it all.
- d. Youth Program – drainage mitigation project will not interfere with this program this summer; we’d like to move forward with the regular program; also would like to send the older kids to Minerva which has a swim program; \$100/child for swimming; both programs running at the same time would exceed the budget by \$2,000. Mr. Olesheski asked if we could do swim program only? All day program that will include swimming? We would need Counselors for both? Supervisor Hogan – yes; 5 at the Ski Bowl and 3 at Minerva; daily attendance here at the Ski Bowl – about 45 per day last year (per Supervisor Hogan); Mr. Olesheski – any chance for swimming only? Ms. Patton – working to find a swim director, not been able to fill that position; other organizations are having the same problem; Gurney Lane is not an option this year with gas/travel; Minerva has a heavy presence of younger kids; minimum of 25 or we won’t go through with program, with maximum of 35; has to keep the ratio of kids/counselors; numbers were down last year due to COVID; any other questions? Minerva has swim directors, we only have life guards.

RESOLUTION # 22 – 69

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to appropriate \$2,000 for the Youth Program. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

Need to put out ads for Counselors; where do ads go? Sun News.

RESOLUTION #22 – 70

Mr. Gonyo presented the Resolution and moved its passage with a Second Motion from Mr. Arsenault to approve the ad for Counselors for the Youth Program. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- e. Parks Department Seasonal Employee – ratify Mr. Olden hiring Mr. Cameron for summer help at \$15/hour; Mr. Gonyo – it’s already in the Budget? Supervisor Hogan – yes.

RESOLUITON # 22 – 71

Mr. Gonyo presented the Resolution and moved its passage with a Second Motion from Mr. Olesheski to approve the hiring for a seasonal employee for the Parks Department. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- f. Contract for Emergency Management of Senior Meal Site – discussion. Mail order food program, we did not want this; should this come forward again we need to have an agreement in place with the Office for The Aging for the Town to take over should this occur; running the meal plan is over \$130,000, hoping to not have to do this, but it's an important part of our Community; yes or no to draft a contract; just a discussion at this point; Meals on Wheels is very important, we're all going to be there eventually; if we have something in place, will the County help? Supervisor Hogan – we will negotiate with them; the County gets Grant money to pass on to us, it will be part of the contract; let's explore further.
- g. Pilot Program – Looking for a 15 year renewal of the affordable housing; previously there were questions; this is a discussion item and no decisions will be made at this time; Liberty Housing 501(c) 3; Mr. Gonyo – if it had been reviewed by our Attorney – it has been; is it valid – per our Attorney it is; Supervisor Hogan – it it's a 501(c)3, why do they pay taxes; John – it's a tax credit project; Supervisor Hogan – we're connecting Liberty with the School and they will reach out to them; John – if the Town wants to share pilot with School and/or County – it can be done; Supervisor Hogan – the County is not interested, but we'd like to give the school an opportunity. Mr. Ashline – the land is owned by a fund company (not-for-profit), the sole Corporate; what is the % of ownership? Liberty is the sole owner of 0.1% Peaceful Valley Town Homes.
- h. Acceptance of Grant for the Connector Trail – very specific wording, Resolution states it all;

RESOLUTION # 22 - 72

Mr. Arsenault presented the Resolution and moved its passage with a Second Motion from Mr. Stevens to accept the Grant for the Connector Trail. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes -5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- i. Occupancy Tax Recommendations and monies; numbers will change due to the distribution in June will be larger than anticipated, this is good news; have all reviewed? Any questions or concerns? Mr. Arsenault – signage for University Games – can we use Occ Tax money? Supervisor – yes very appropriate use of that money; Mr. Gonyo – Kiosk – we committed \$20,000 of Occ Tax money for this; committee asked for continuing a rolling basis. Most of the County allocations are unfortunately not up here; Mr. Holt - any chance the public can get a copy of that document – can we get a copy of that?

RESOLUTION # 22 – 73

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Gonyo to approve the Occupancy Tax recommendations. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

Supervisor Hogan reviewed the dispersion of monies; Mr. Gonyo – Milk Cart, is it being carried over? Supervisor Hogan – yes. Ms. Sponable can we get money for the bandstand down by the river – could we look at that; Mr. Dunkley – don't think the Kiosk is needed and

it's a waste of money; Kiosks are outdated; saw 0 kiosks in a recent cross-country trip; it's on your phone, Google, etc. spending money on this is wasted dollars; would hope the Town would reconsider spending money on Kiosks, nice signs were more appropriate; Mr. Gonyo – we committed some funds for the bandstand, with COVID it was delayed and we need to re-visit it; \$1,800 – we could get it done with the donation of a few other materials; Ms. Nightingale – the stage is rock solid as is the staircase; it has all been rewired down there. I would not be hiring bands if it wasn't safe;

- j. Check for CPR class to be written the day of the class – looking for Board approval to take the CPR class from Highway and Parks; Mr. Olesheski – do we have an AED? Supervisor Hogan, I'm not sure, but I will check

RESOLUTION #22 - 74

Mr. Gonyo presented the Resolution and moved its passage with a Second Motion from Mr. Arsenault to approve check to be written he day of CPR training. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- k. Front Street MOU – all had a chance to look at it? Any questions or concerns? Mr. Olesheski – I did not see a Board packet e-mailed to me; this is tied together with ORDA trying to move their project forward; ORDA wants to meet within the next week re: septic system; so what I'm hearing is we're being rushed by ORDA again (Mr. Olesheski); one is relating to Parcel B and the Master Agreement; this was all negotiated back in 2005; Front Street believes the language in the contract was not worded/crafted correctly; we need to wait for the planning process; Mr. Olesheski, I'm OK with this part; Mr. Gonyo explained both MOU's;

RESOLUTION # 22 – 75

Mr. Olesheski presented the Resolution and moved its passage with a Second Motion from Mr. Gonyo to move forward with sending resolutions to Mr. Cricklier. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0
Supervisor Hogan explained what is being voted on per request from Mr. Fallon.

- 4. Committee Reports – none
- 5. Supervisor's Report – Supervisor Hogan asked if all had a chance to read the report and if there were any questions or concerns?

RESOLUTION # 22 - 76

Mr. Arsenault presented the Resolution and moved its passage with a Second Motion from Mr. Stevens to accept the Supervisor's Report. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0

- 6. Warrants – Supervisor Hogan asked if all had a chance to review the Warrants and if there were any concerns or questions? Mr. Gonyo noted he had not and would abstain.

RESOLUTION # 22 – 77

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Arsenault to approve the Warrants. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 4 (Stevens, Arsenault, Gonyo, Hogan, Olesheski); Nays – 0; Mr. Gonyo – abstain

7. Privilege of the Floor:

Mr. Dunkley – Clarkson student presentation re: movement of buildings; what is the status of this? Mr. Arsenault – no update right now; there is a meeting coming up Thursday and Friday. Mr. Dunkley – are these meetings open to the public? Mr. Heidrich – I don't believe so; Mr. Dunkley – when would the public be able to talk about this; Mr. Arsenault – there's nothing secret about it, any time; Mr. Heidrich – we're not trying to hide anything; it's only a presentation; Mr. Dunkley – has the Clarkson group of the committee talked with any homeowners and/or fire companies? We keep hearing it's all conceptual; Supervisor Hogan noted that the students "made up" a name for their groups/engineers; it seems like it's all a secret; Mr. Gonyo tried to clarify that the Clarkson project has no funding, it's an exercise for the students; I understand your concern; the County is not on board with this; no activity will be happening. Ski Bowl Park Plan was vetted and committed on by this Board; I don't know any other way to say it, it's NOT really happening, we need to stop getting people riled up, it's not productive; Mr. Dunkley – we're wasting money; Mr. Olesheski – we haven't spent any money; if it does come back to the Board and I'm still on the Board, I will fight it the whole way. Mr. Amell – if it's not going anywhere, why is so much time being spent on it; Mr. Dunkley – when I started asking questions, I was told that the funding was grant funding; the Town has allowed this to get to this point, the Town has upset many people who have interests in their homes, their water, their environment, etc. I know how quickly proposed plans can go from nothing to it happening; Mr. Gonyo – I understand the unrest this has brought you and your neighbors; we've supported this endeavor through a public Board Meeting, it's a process for the students; Mr. Dunkley – it all has to be open and above board, landowners need to be notified, fire departments need to be notified; APA has zero jurisdiction over this; Mr. Gonyo – DEC would have; Mr. Olesheski what would it take for us to end this conversation; Supervisor Hogan – Joann will check on attending the Meeting on Thursday & Friday; Mr. Ashline – aren't parts of the Front Street development contingent upon moves happening; Mr. Olesheski – we are not in a position to play ball with Front Street, this is Parcel C; we're only working with Parcel B; Dan Walter – moving the Town Garage may be a project for Clarkson, but I met with David Cricklier in 2005 at my old property on Route 8 (now Jimmy McGee's) and discussed the move for over an hour; Supervisor Hogan – it has been discussed, but nothing has happened; Jim Williams – question for John from Peaceful Valley – what are you building and how do you justify the tax break (Supervisor Hogan – I will pass this message on); Deanna Wood – would hope that the University Games signs state "The Town of Johnsburg, Hamlet of North Creek"; and also asking about AirBnB's input for occupancy tax. Mr. Amell – move – other pieces of property have been "looked" at; I truly feel this is more than conceptual; I spoke to an individual that stated they are working on "grants" for this move; this brings back more concerns of safety and transparency; knock on doors and talk to people. Supervisor Hogan – we are listening to you all, we see the power of 500+ signatures; we cannot act tonight, we have to contact our attorney with the signatures brought to us; we've been told there is no legal pathway for the Board right now; we'll confer with our attorney; Ms. Sabattis – can we be in the meeting with the Attorney? Supervisor Hogan – no; Ms. Sabattis – why not? Our neighbors are counting on us to speak for them. Supervisor Hogan – we need to meet with our Attorney; Ms. Sabattis – our taxes pay for this attorney; Ms. Sponable – you said the same thing at the last Town Board Meeting – the Board doesn't have the power to halt this; the Assessor can do this, state you're not perfect, you'd like someone to look over these numbers, you have the power to step down Ms. Williams. Mr. Morris – the next step in this petition process is to have the Town Attorney review – Supervisor Hogan – our Attorney will have this information tonight.

8. Motion to Adjourn at 9:38 PM motion to adjourn the Regular Town Board Meeting:

RESOLUTION #22 – 78

Mr. Stevens presented the Resolution and moved its passage with a Second Motion from Mr. Gonyo to adjourn the Town Board Meeting at 9:38PM. With the following Town Board Members present voting in favor, the Resolution is declared carried. Ayes – 5 (Stevens, Arsenault, Gonyo, Olesheski, Hogan); Nays – 0.

Prepared by:



Jean M. Comstock
Town Clerk

***The Next Regular Town Board Meeting will be held
Tuesday May 17, 2022 at 7:00PM
At TPCC and via Zoom***



JOHNSBURG CENTRAL SCHOOL
165 MAIN STREET
NORTH CREEK, NY 12853
PHONE (518) 251-2921
FAX (518) 251-2562

Andrea Hogan
Town of Johnsburg Supervisor
219 Main Street
North Creek, NY 12853

May 12, 2022

Supervisor Hogan,

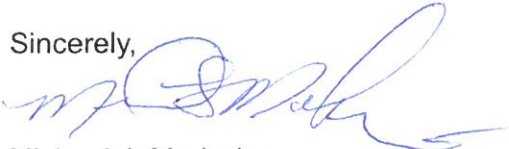
Per our phone call on May 10, 2022, I am writing to ensure your understanding of the Johnsburg Central School District's position in regards to the proposed extension of the PILOT for Peaceful Valley Townhouses Housing Development Fund Corporation.

At this time, the School District is not willing to forego its taxes on this property. As to the question of how much would the School District be seeking from this taxable entity, the answer is its full assessed/taxable value.

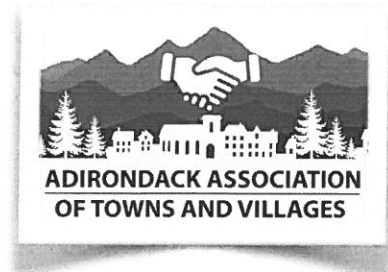
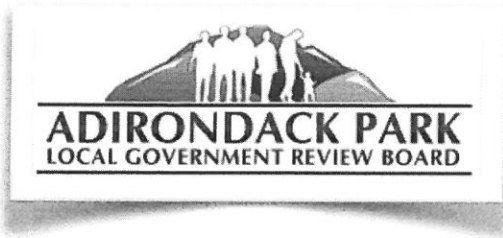
Based upon the current assessment provided by Warren County dated April 26, 2022, and the projected 22-23 tax rate, the amount of taxes due to the school district will be \$31,262. In that we have foregone taxes for the past 15 years, we cannot continue to place the burden on the remainder of the District's taxpayers.

Thank you for reaching out, and if you have any questions please let me know.

Sincerely,



Michael J. Markwica
Superintendent
Johnsburg Central School



***** FOR IMMEDIATE RELEASE *****

Stephan McNally
President

Adirondack Association of Towns And Villages
(518) 312-6732
<http://adirondackassociationtownsvillages.com>

Gerald Delaney
Executive Director

Adirondack Park Local Government Review Board
518-569-7800
<https://adkreviewboard.com/>

The following is a position statement of the Adirondack Association of Towns and Villages and The Adirondack Park Local Government Review Board

Adirondack Association of Towns and Villages with the Adirondack Park Local Government Review Board are clearly registering their stance against Bill number S1145. Commonly referred to the Conservation Subdivision Design Bill.

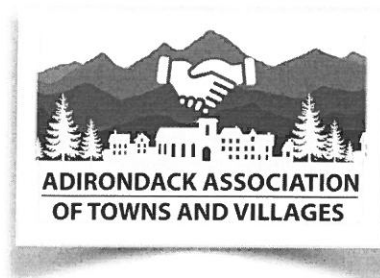
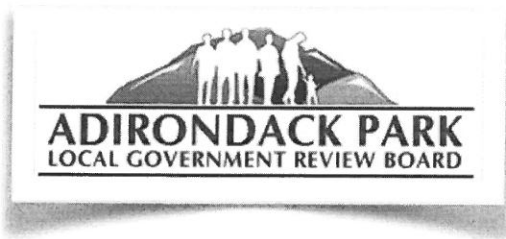
We realize there are documents from 2020 that has the AATV and APLGRBR as signatory supporting this, Bill. We, the AATV and APLRGB feel an explanation is necessary to understand our evolving position.

The AATV and APLGRB last signed support for the CD Bill in early 2020.

The AATV and APLGRB were asked to attempt to create a possible CD Bill with other Adirondack Stakeholders. We were asked to try to get to a place that then Senator Betty Little could take over and finish writing the Bill with Assemblyman Englebright. Our signature indicated that we had reached that point. We were unable to move the proposed Bill any further.

Since 2020, there have been many changes to both the AATV and APLGRB, both in membership and in the President/Chair positions. The members of both Boards have made it clear; they do not support the CD Bill.

Senator Little is no longer in office. No one has reached out to see if we support the Bill or are interested in renegotiating it after becoming aware of the vocal concerns of others in 2020. It is our understanding that every Adirondack State elected leader from the Assembly and Senate does not support the CD Bill.



As you may be aware, the AATV was created to represent Towns and Villages due to legislative initiatives like this. The APLGRB has a statutory requirement of advising and assisting the APA. As we watch the APA administer the Large Subdivision Permit Application, it is clear that they follow the principles of Conservation Design.

With S1145, there are questions about an Illegal taking that a mandatory Bill might create. The provision of year-round ecological studies, will only drive up the cost of housing, further hurting our worker housing stock. This will also create in some instances a voluntary loss of property value as long term; less sophisticated property owners choose to stay under the minimum lot numbers to avoid triggering the jurisdiction of the CD Bill. The lack of willingness by some of the stakeholders to tie a Transferrable Development Rights Bill, calls into question if the bonus lots will ever be realized.

In summary, the AATV and APLGRB never thought they were working on a final CD Bill. Over 4 years, many conversations have been had with various Stakeholders. These Stakeholders have pointed out issues with the CD BILL that would harm them financially if the Bill is passed as is. For these reasons and others. We are strongly opposed to this bill as written.

We respectfully request this Bill, S1145 not be moved in the senate.

Sincerely,

Stephan McNally | *President* | Adirondack Association of Towns And Villages

Gerald Delaney | *Executive Director* | Adirondack Park Local Review Board

Resolution No. 2 of 2022

Resolution against passage of Conservation Subdivision Design Bill S1145/A4074

WHEREAS, The Adirondack Park Agency Adopted a Large Subdivision Permit application that incorporated many of the action items in the Conservation Subdivision Design Bill, and

WHEREAS, implementation of the Adirondack Park Agency Large Subdivision Permit, is possibly more protective of the Environment than the Conservation Subdivision Design allows for, and

WHEREAS, Conservation Design laws are seldom mandatory, and are a tool to keep open space in urban areas, and

WHEREAS, the State of New York as of March 20, 2018 owned 2,505,802 or 44.6 percent of the Adirondack Park in fee, the State as of November 12 2018 also owns 785,434 acres of Conservation Easements, where development and subdivision rights have been extinguished, and

WHEREAS, this means there are more than 3.3 million acres of a 5.9-million-acre Adirondack Park that will never be developed or subdivided, and

WHEREAS, of the remaining 2.6 million acres of private land, existing development, roads, lakes, rivers, streams, steep slopes, wetlands and high elevations are not suitable for development, and

WHEREAS, the proposed legislation would amend the existing Adirondack Park Agency Act which has been in effect for 50 years, and

WHEREAS, before major Adirondack Park Agency permit application processes are changed, a public hearing process needs to be implemented so that property owners have an opportunity to understand and comment on how this proposed law will affect their property values, and

WHEREAS, this change would require private property owners to incur undue burden to hire external consultants to complete additional ecological assessments that will add significant time to proceed with proposed developments, and

WHEREAS, this proposed law could eliminate the potential for development on certain lands, which could be a "taking" without compensation, current law already protects and regulates these lands by the Adirondack Park Agency, and

WHEREAS, the proposed bill places additional burden on property owners that is not necessary to protect environmental and ecological systems and is not beneficial to the well-being of the Adirondack Park and its residents.

NOW THEREFORE BE IT RESOLVED, that the Adirondack Park Local Government Review Board does not approve of the proposed Bill, and

BE IT FURTHER RESOLVED, that the Adirondack Park Local Government Review Board does hereby call upon the local governments to stand together, individually and through our associations to insist that the Conservation Subdivision Design Bill (S1145/A4074) be withdrawn, and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to Governor Kathy Hochul, Senate Majority Stewart-Cousins, Assembly Speaker Heastie, All the Adirondack Legislators, Adirondack Intercounty, the Association of Adirondack Towns & Villages.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, pursuant to Section 103 of the General Municipal Law, that sealed bids, will be received by the undersigned for the **Rehabilitation of Glen Creek Road Over Tributary of Glen Creek, Warren County, New York.**

Sealed bids must be delivered, with the name of the project on the outside, to the Town Hall, not later than 10:00 A.M., June 10, 2022 at which time they will be publicly opened and read.

The Information for Bidders, Bid Proposal, Form of Contract, Drawings, General Conditions, Plans and Specifications may be examined at the following:

JMT of New York, Inc.
19 British American Blvd.
Latham, NY 12110
(518) 782-0882

Plans and specifications may be obtained from the office of JMT of New York, Inc., 19 British American Blvd., Latham, New York 12110 between the hours of 8:00 A.M. and 5:00 P.M. at a cost of **\$50.00 (non-refundable)**. Checks shall be made payable to the Town of Johnsbury for each set of contract documents so obtained. If contract documents are ordered by mail, the cost will be **\$60.00 (non-refundable)** to cover shipping and handling. Mail orders must include a cover letter and check specifically indicating which bidding documents are being requested. Mail orders will be received at the offices of JMT. Electronic copies of the plans and specifications may be sent via email to prospective bidders at no cost.

Addenda, if any, will be issued only to those persons whose names and addresses are on record with JMT as having obtained the contract documents.

Further, all bidders are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. Additionally, all bid proposals shall contain a signed, non-collusive certificate as specified in the bid document. The successful bidder must present proof of all required insurance coverage's, as required by the contract documents, after awarded the project. Each bid must be accompanied with a certified check or a bid bond in the amount of ten percent (10%) of the gross amount of the bid, made payable to the Town of Johnsbury.

The right is reserved by the Town of Johnsbury to waive any informality in order to reject any or all bids and to accept the bids which they deem most favorable to the interest of the Town of Johnsbury.

Ms. Andrea Hogan, Supervisor
Town Hall
Town of Johnsbury
219 Main Street
North Creek, NY 12853

Dated: May 20, 2022

OPEN MEETINGS LAW

Chapter 1 of the Laws of 2022 amends Sections 1 and 2 of Part E of Chapter 417 of the Laws of 2021 which amended Article 7 of the Public Officers Law (“the Open Meetings Law”) as follows:

Section 1. Sections 1 and 2 of part E of chapter 417 of the laws of 2021 relating to authorizing political subdivisions to permit any public body to hold meetings remotely and without in-person access during the COVID-19 state disaster emergency, are amended to read as follows:

Section 1. Notwithstanding the provisions of article 7 of the public officers law to the contrary, any public body, as defined pursuant to section one hundred two of the public officers law, shall be authorized to meet and take such action authorized by law without permitting in public in-person access to meetings and authorize such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed.

§ 2. This act shall take effect immediately and shall expire and be deemed repealed upon the expiration or termination of the state disaster emergency declared pursuant to executive order 11 of 2021 or any extension or modification thereof; provided that the commissioner of health shall notify the legislative bill drafting commission upon the occurrence of the expiration or termination of such executive order in order that the commission may maintain an accurate and timely effective database of the official text of the laws of the state of New York in furtherance of effectuating the provisions of section 44 of the legislative law and section 70-b of the public officers law.

§ 2. This act shall take effect immediately.

Chapter 56 of the Laws of 2022 amends Section 103(c) and adds Section 103-a of Public Officers Law (“the Open Meetings Law”). Further, Section 1 of Chapter 56 states:

Section 3. Notwithstanding the provisions of article 7 of the public officers law to the contrary, for sixty days after the effective date of this act any public body shall be authorized to meet and take such action authorized by law without permitting in public-in-person access to meetings and authorize such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed.

§ 4. This act shall take effect immediately and shall expire and be deemed repealed July 1, 2024.

PUBLIC OFFICERS LAW, ARTICLE 7

§100. Legislative declaration.

§101. Short title.

§102. Definitions.

§103. Open meetings and executive sessions.

§ 103-a. Videoconferencing by public bodies [Expires and deemed repealed July 1, 2024].

§104. Public notice.

§105. Conduct of executive sessions.

§106. Minutes.

§107. Enforcement.

§108. Exemptions.

§109. Committee on open government.

§110. Construction with other laws.

§111. Severability.

§100. Legislative declaration.

It is essential to the maintenance of a democratic society that the public business be performed in an open and public manner and that the citizens of this state be fully aware of and able to observe the performance of public officials and attend and listen to the deliberations and decisions that go into the making of public policy. The people must be able to remain informed if they are to retain control over those who are their public servants. It is the only climate under which the commonwealth will prosper and enable the governmental process to operate for the benefit of those who created it.

§101. Short title.

This article shall be known and may be cited as "Open Meetings Law".

§102. Definitions.

As used in this article:

1. "Meeting" means the official convening of a public body for the purpose of conducting public business, including the use of videoconferencing for attendance and participation by the members of the public body.
2. "Public body" means any entity, for which a quorum is required in order to conduct public business and which consists of two or more members, performing a governmental function for the state or for an agency or department thereof, or for a public corporation as defined in section sixty-six of the general construction law, or committee or subcommittee or other similar body consisting of members of such public body or an entity created or appointed to perform a necessary function in the decision-making process for which a quorum is required in order to conduct public business and which consists of two or more members. A necessary function in the decision-making process shall not include the provision of recommendations or guidance which is purely advisory and which does not require further action by the state or agency or department thereof or public corporation as defined in section sixty-six of the general construction law.
3. "Executive session" means that portion of a meeting not open to the general public.

§103. Open meetings and executive sessions.

(a) Every meeting of a public body shall be open to the general public, except that an executive session of such body may be called and business transacted thereat in accordance with section one hundred five of this article.

(b) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in facilities that permit barrier-free physical access to the physically handicapped, as defined in subdivision five of section fifty of the public buildings law.

(c) A public body shall provide an opportunity for the public to attend, listen and observe meetings in at least one physical location at which a member participates.

(d) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in an appropriate facility which can adequately accommodate members of the public who wish to attend such meetings.

* NB There are 2 sub (d)'s

(d) 1. Any meeting of a public body that is open to the public shall be open to being photographed, broadcast, webcast, or otherwise recorded and/or transmitted by audio or video means. As used herein the term "broadcast" shall also include the transmission of signals by cable.

2. A public body may adopt rules, consistent with recommendations from the committee on open government, reasonably governing the location of equipment and personnel used to photograph, broadcast, webcast, or otherwise record a meeting so as to conduct its proceedings in an orderly manner. Such rules shall be conspicuously posted during meetings and written copies shall be provided upon request to those in attendance.

(e) Agency records available to the public pursuant to article six of this chapter, as well as any proposed resolution, law, rule, regulation, policy or any amendment thereto, that is scheduled to be the subject of discussion by a public body during an open meeting shall be made available, upon request therefor, to the extent practicable at least twenty-four hours prior to the meeting during which the records will be discussed. Copies of such records may be made available for a reasonable fee, determined in the same manner as provided therefor in article six of this chapter. If the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such records shall be posted on the website to the extent practicable at least twenty-four hours prior to the meeting. An agency may, but shall not be required to, expend additional moneys to implement the provisions of this subdivision.

(f) Open meetings of an agency or authority shall be, to the extent practicable and within available funds, broadcast to the public and maintained as records of the agency or authority. If the agency or authority maintains a website and utilizes a high speed internet connection, such open meeting shall be, to the extent practicable and within available funds, streamed on such website in real-time, and posted on such website within and for a reasonable time after the meeting. For the purposes of this subdivision, the term "agency" shall mean only a state department, board, bureau, division, council or office and any public corporation the majority of whose members are appointed by the governor. For purposes of this subdivision, the term "authority" shall mean a public authority or public benefit corporation created by or existing under any state law, at least one of whose members is appointed by the governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

§ 103-a. Videoconferencing by public bodies [Expires and deemed repealed July 1, 2024].

1. For the purposes of this section, "local public body" shall mean a public corporation as defined in section sixty-six of the general construction law, a political subdivision as defined in section one hundred of the general municipal law or a committee or subcommittee or other similar body of such entity, or any entity for which a quorum is required in order to conduct public business and which consists of two or more members, performing a governmental function for an entity limited in the execution of its official functions to a portion only of the state, or a political subdivision of the state, or for an agency or department thereof. For the purposes of this section, a public body shall be as defined in subdivision two of section one hundred two of this article.

2. A public body may, in its discretion, use videoconferencing to conduct its meetings pursuant to the requirements of this article provided that a minimum number of members are present to fulfill the public body's quorum requirement in the same physical location or locations where the public can attend and the following criteria are met:

(a) the governing board of a county, city, town or village has adopted a local law, or a public body has adopted a resolution, or the senate and assembly have adopted a joint resolution, following a public hearing, authorizing the use of videoconferencing:

(i) for itself and its committees or subcommittees; or,

(ii) specifying that each committee or subcommittee may make its own determination;

(iii) provided however, each community board in a city with a population of one million or more shall make its own determination;

(b) the public body has established written procedures governing member and public attendance consistent with this section, and such written procedures shall be conspicuously posted on the public website of the public body;

(c) members of the public body shall be physically present at any such meeting unless such member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth in the resolution and written procedures adopted pursuant to paragraphs (a) and (b) of this subdivision, including disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting;

(d) except in the case of executive sessions conducted pursuant to section one hundred five of this article, the public body shall ensure that members of the public body can be heard, seen and identified, while the meeting is being

conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon;

(e) the minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public pursuant to section one hundred six of this article;

(f) if videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend;

(g) the public body shall provide that each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;

(h) if videoconferencing is used to conduct a meeting, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in person participation or testimony; and

(i) a local public body electing to utilize videoconferencing to conduct its meetings must maintain an official website.

3. The in person participation requirements of paragraph (c) of subdivision two of this section shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

4. No later than January first, two thousand twenty-four, the committee on open government, created by paragraph (a) of subdivision one of section eighty-nine of this chapter, shall issue a report to the governor, the temporary president of the senate, the speaker of the assembly, the chair of the senate standing committee on local government, the chair of the senate standing committee on investigations and government operations, the chair of the assembly standing committee on local governments, and the chair of the assembly standing committee on governmental operations concerning the application and implementation of such law and any further recommendations governing the use of videoconferencing by public bodies to conduct meetings pursuant to this section.

5. Open meetings of any public body that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines. For the purposes of this section, "disability" shall have the meaning defined in section two hundred ninety-two of the executive law.

§104. Public notice.

1. Public notice of the time and place of a meeting scheduled at least one week prior thereto shall be given or electronically transmitted to the news media and shall be conspicuously posted in one or more designated public locations at least seventy-two hours before such meeting.

2. Public notice of the time and place of every other meeting shall be given or electronically transmitted, to the extent practicable, to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto.

3. The public notice provided for by this section shall not be construed to require publication as a legal notice.

4. If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, identify the locations for the meeting, and state that the public has the right to attend the meeting at any of the locations.

5. If a meeting will be streamed live over the internet, the public notice for the meeting shall inform the public of the internet address of the website streaming such meeting.

6. When a public body has the ability to do so, notice of the time and place of a meeting given in accordance with subdivision one or two of this section, shall also be conspicuously posted on the public body's internet website.

§105. Conduct of executive sessions.

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:

- a. matters which will imperil the public safety if disclosed;
 - b. any matter which may disclose the identity of a law enforcement agent or informer;
 - c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
 - d. discussions regarding proposed, pending or current litigation;
 - e. collective negotiations pursuant to article fourteen of the civil service law;
 - f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
 - g. the preparation, grading or administration of examinations; and
 - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

§106. Minutes.

1. Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon.

2. Minutes shall be taken at executive sessions of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the freedom of information law as added by article six of this chapter.

3. Minutes of meetings of all public bodies shall be available to the public in accordance with the provisions of the freedom of information law within two weeks from the date of such meeting except that minutes taken pursuant to subdivision two of this section shall be available to the public within one week from the date of the executive session. If the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such minutes shall be posted on the website within two weeks from the date of such meeting except that minutes taken pursuant to subdivision two of this section shall be available to the public within one week from the date of the executive session. For purposes of this subdivision unabridged video recordings or unabridged audio recordings or unabridged written transcripts may be deemed to be meeting minutes. Nothing in this section shall require the creation of minutes if the public body would not otherwise take them.

§107. Enforcement.

1. Any aggrieved person shall have standing to enforce the provisions of this article against a public body by the commencement of a proceeding pursuant to article seventy-eight of the civil practice law and rules, or an action for declaratory judgment and injunctive relief. In any such action or proceeding, if a court determines that a public body failed to comply with this article, the court shall have the power, in its discretion, upon good cause shown, to declare that the public body violated this article and/or declare the action taken in relation to such violation void, in whole or

in part, without prejudice to reconsideration in compliance with this article. If the court determines that a public body has violated this article, the court may require the members of the public body to participate in a training session concerning the obligations imposed by this article conducted by the staff of the committee on open government. An unintentional failure to fully comply with the notice provisions required by this article shall not alone be grounds for invalidating any action taken at a meeting of a public body. The provisions of this article shall not affect the validity of the authorization, acquisition, execution or disposition of a bond issue or notes.

2. In any proceeding brought pursuant to this section, costs and reasonable attorney fees may be awarded by the court, in its discretion, to the successful party. If a court determines that a vote was taken in material violation of this article, or that substantial deliberations relating thereto occurred in private prior to such vote, the court shall award costs and reasonable attorney's fees to the successful petitioner, unless there was a reasonable basis for a public body to believe that a closed session could properly have been held.

3. The statute of limitations in an article seventy-eight proceeding with respect to an action taken at executive session shall commence to run from the date the minutes of such executive session have been made available to the public.

§108. Exemptions.

Nothing contained in this article shall be construed as extending the provisions hereof to:

1. judicial or quasi-judicial proceedings, except proceedings of the public service commission and zoning boards of appeals;

2. a. deliberations of political committees, conferences and caucuses.

b. for purposes of this section, the deliberations of political committees, conferences and caucuses means a private meeting of members of the senate or assembly of the state of New York, or of the legislative body of a county, city, town or village, who are members or adherents of the same political party, without regard to (i) the subject matter under discussion, including discussions of public business,

(ii) the majority or minority status of such political committees, conferences and caucuses or

(iii) whether such political committees, conferences and caucuses invite staff or guests to participate in their deliberations; and

3. any matter made confidential by federal or state law.

§109. Committee on open government.

The committee on open government, created by paragraph (a) of subdivision one of section eighty-nine of this chapter, shall issue advisory opinions from time to time as, in its discretion, may be required to inform public bodies and persons of the interpretations of the provisions of the open meetings law.

§110. Construction with other laws.

1. Any provision of a charter, administrative code, local law, ordinance, or rule or regulation affecting a public body which is more restrictive with respect to public access than this article shall be deemed superseded hereby to the extent that such provision is more restrictive than this article.

2. Any provision of general, special or local law or charter, administrative code, ordinance, or rule or regulation less restrictive with respect to public access than this article shall not be deemed superseded hereby.

3. Notwithstanding any provision of this article to the contrary, a public body may adopt provisions less restrictive with respect to public access than this article

§111. Severability.

If any provision of this article or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction such judgment shall not affect or impair the validity of the other provisions of the article or the application thereof to other persons and circumstances.

Draft language for local law allowing remote participation in town board meetings

- (a) Members of the Board shall be physically present at meetings, unless allowed remote attendance at locations that do not allow for in-person physical attendance by the public, under extraordinary circumstances.
- (b) The list of extraordinary circumstances is non-exhaustive, but shall include disability, illness, caregiving responsibilities or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.
- (c) Members shall provide notice of their inability to attend a meeting to the Town Clerk's Office at least 24 hours prior to the meeting or as soon as reasonably able.
- (d) _____ shall retain discretion over permitted extraordinary circumstances for the Board and for Standing Committees when that Chair is unavailable.
- (e) The Standing Committee Chairs, when available, shall retain discretion over permitted extraordinary circumstances for their Committee.
- (f) It is understood that members permitted to attend at a location that does not allow for in-person physical attendance by the public, will not count toward a quorum. Only members present at a physical location which allows for in-person attendance by the public, will count toward a quorum.
- (g) Any members of the public attending a meeting must be able to hear, see and identify any member of the public body who is attending remotely while the meeting is being conducted.
- (h) If video conferencing is used to conduct a meeting, the public notice shall inform the public where they can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend.
- (j) Meetings conducted using videoconferencing shall be recorded and those recordings shall be posted or linked within 5 business days of the meeting and maintained for 5 years thereafter. Recordings shall be transcribed upon request.
- (k) In those meetings where videoconferencing is used the public shall be able to view the meeting via video and participate in the proceedings via videoconference in real time where public participation is authorized. (l) Open meetings using videoconferencing shall use technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act.

	2021 Award	2021 Carryover	2022 Applications	2022 Award	Paid in 2022	Balance
AWARDED SPRING 2022						
Historical Society - Promotion			3,400.00	3,400.00		3,400.00
Johnsburg Fine Arts-North Creek Mosaic Project (Kate Hartley)	2,500.00	5,220.61	2,520.00	2,520.00		7,740.61
NC Railway Depot Preservation - maintenance			800.00	800.00		800.00
North Creek BA - Music by the river	1,500.00		1,500.00	1,500.00		1,500.00
North Creek BA - Mailer	2,500.00		800.00	800.00		800.00
North Creek Farmer's Market (pd to Beth Maher)	1,500.00	22.14	3,000.00	3,000.00		3,022.14
TPCC 2020 Concert Series (Daphne Taylor)	2,500.00	6,625.00	3,000.00	3,000.00		9,625.00
Upper Hudson Trails All - Printed Trail Map			560.00	560.00		560.00
White Water Derby			1,000.00	1,000.00		1,000.00
Total	10,500.00	11,867.75		16,580.00	0.00	28,447.75
AWARDED 2021 - No 2022 application						
Historical Society - museum	7,500.00	2,216.10			1,681.12	534.98
NC Railway - save the milk car	2,500.00	2,500.00				2,500.00
North Creek BA - cruise nights re-allocated to Shuttle Services	1,500.00	1,500.00				1,500.00
Rock the dacs	2,500.00	2,500.00				2,500.00
Misc		600.00				600.00
Total		9,316.10		0.00	1,681.12	7,634.98
Additional Allocations 2022						
Drew C. - Proposal - North Warren Chamber	6,000.00	0		0	0.00	0.00
Total	6,000.00			0.00	0.00	0.00
2022 Board Allocations						
Fireworks	5,000.00			5000	0.00	5,000.00
Community Beautification	2,000.00	1784.96		2000	0.00	2,000.00
Lights On	500.00	55.72		500	0.00	500.00
North Warren Chamber - map reprint				1000		1,000.00
Kiosk Tannery Pond	20,000.00	0		20000	0.00	20,000.00
Total	27,500.00	1840.68		28500	0.00	28,500.00

*includes a carryover from 2020

*includes a carryover from 2020

* it was noted in the 4/26/22 board minutes that the milk car will carryover to 2022. Please specify if the other 4 should carryover also.

* Please verify the amounts for 2022 noting any additions or corrections.

2022 Occupancy Tax Payments

2022 Payments Detail: A6410.4

Holiday Outdoor Décor - Lights on
Johnsburg Historical Society - lumber & labor reinforce oil tanks
Johnsburg Historical Society - security installation, final fire alarm payment

Date Paid	Paid in 2022
1/4/2022	403.83
2/16/2022	395.04
4/26/2022	1,286.08

Total Payments (As of 4/26/22)

2,084.95

2021 - Beginning Balance	67,388.06
2021 - Received from Warren County (A1113)	43,362.19
2021 Reimbursement B&N Fireworks	5,000.00
2021 - Payments (A6410.4)	29,697.25
2021 End Balance	86,053.00

2022 - Beginning Balance	86,053.00
2022 - Received from Warren County (A1113)	43,803.28
2022 Received- Braley & Noxen - reimbursement FW	
2022 Payments to date	2,084.95
Ending Balance ()	127,771.33

Cash on hand	\$ 127,771.33
2021 unspent committed funds	\$ 23,024.53
2022 committed funds	\$ 45,080.00
Uncommitted Balance	\$ 59,666.80

May 24th 2022
Resolution to approve budget line transfers and budget
amendments

Budget Line Transfers

From: A1355.4 Assessment
To: A1355.41 Assessment Revaluation
Amount: \$1000.00

From: A1620.4 Buildings
To: A1620.41 Buildings Tannery Pond
Amount: \$40,000

Budget Amendments

From: Fund Balance
To: 1420.4 Law Contractual
Amount: \$10,000

From: Fund Balance
To: A1430.4 Personnel Contractual
Amount: \$2000

From: Fund Balance
To: A1910.4 Unallocated Insurance
Amount: \$2800.00

From: Fund Balance
To: A4020.1 Registrar of vital statistics PS
Amount: \$1900.00

From: Fund Balance
To: A6510.4 Veterans Contractual
Amount: \$980

Create Budget Lines for Streetscape

A8097.4 – Streetscape Grant, EQ & Capital Outlay

SW8097.4 – Streetscape Grant, EQ & Capital Outlay

A3789 – Streetscape Grant Revenue – Other Economic Assistance and Opportunity

SW3789 – Streetscape Grant Revenue – Other Economic Assistance and Opportunity

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the Town of Johnsborg
Entity Name wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the Town of Johnsborg
Entity Name wishes to satisfy the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That Andrea Hogan, Town Supervisor of
Key Contact* Title
Town of Johnsborg is hereby authorized to participate in the NYCLASS program under
Entity Name
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

Key Contact Signature

Title

Printed Name

Date

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.



104 Erie Blvd.
Schenectady, NY 12305
phone: 518-377-9841
intertek.com/building
psiusa.com

May 03, 2022

Town of Johnsbury
219 Main Street
North Creek, New York 12853

Attn: Mr. Colin Mangan
Zoning Enforcement Officer
zeo@johnsburgny.com

Re: Proposal for Variance & Asbestos Assessment
Town Barn
PSI Proposal No. 0821-372947
PSI Project Number: 08214822

Dear Mr. Mangan:

Thank you for giving us the opportunity to propose our services to you. Professional Service Industries, Inc. (PSI) is submitting this proposal for the sampling of the demolished Barn structure and a Variance development for the above referenced project. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

PSI understands that the Barn located at 219 Main Street in North Creek New York was demolished recently without an asbestos survey. PSI has been asked to consult on the asbestos requirements, speak to the Department of Labor, perform sampling of the Barn debris and develop a variance from the NYS ICR 56 requirements if possible. The objective would be to eliminate as much debris as possible from being disposed of as asbestos containing. Furthermore, if none of the samples collected from the barn debris contain asbestos, potentially allow the Barn to be disposed of as non-asbestos.

SCOPE OF SERVICES

VARIANCE DEVELOPMENT & DEBRIS ASSESSMENT:

PSI shall provide a New York State Certified Project Designer/Inspector to perform the following activities:

1. PSI shall visit the site and collect samples of obvious suspect asbestos containing materials.
2. Take pictures to document the current condition at the site.

3. Have all samples analyzed for asbestos content.
4. Develop a report of our findings.
5. PSI shall prepare one variance petition for relief of pertinent sections of Industrial Code Rule 56. This variance petition shall include procedures typically required by NYSDOL for relief.
6. PSI shall submit, with the appropriate petition fees, the variance petition to the Engineering Services Unit of New York State Department of Labor, Division of Safety and Health.
7. PSI shall assist in the petition review process by providing any additional information requested by the New York State Department of Labor Division of Safety and Health. PSI shall review upon receipt the variance decision the conditions imposed by the Commissioner and shall reopen the decision, if applicable, for further relief or clarification.
8. PSI shall transmit one copy of the decision to the owner.

FEES

The Fee for the Assessment of the demolished Barn will be a lump sum fee of \$ 1,300.00 for the inspection, travel and report. The analytical costs will be charged at unit rates. The estimated analytical cost is listed below:

Analytical:

Up to 13 Friable Samples and 10 non-friable samples analyzed for asbestos: \$908.00

- Friable samples: \$16.00 each
- Non-Friable Sample \$30.00 each
- TEM Confirmation sample: \$40.00 each

Variance development and DOL Interaction: (Includes \$350.00 State fee) \$1,700.00

Total Project estimate: \$3,908.00

AUTHORIZATION

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

We look forward to working with you on this and future projects. Please do not hesitate to contact us at (518) 377-9841 to answer any questions you may have, or should you need any further information.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



John J. Tranter
Manager/Principal Consultant



Joseph Armer
Project Manager

Attachments: General Conditions

ACCEPTANCE:

Authorization for PSI Proposal 0821-372945 Town of Johnsbury Barn Asbestos Assessment & Variance

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

Authorized By (please print) _____ Signature _____

Title _____ Firm _____

Address _____

City _____ State _____ Zip Code _____ Telephone _____

Date _____ Purchase Order No. / Project Tracking No. (if applicable) _____

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm _____ Attention _____

Address _____ Title _____

City _____ State _____ Zip Code _____ Telephone _____

Authorizing Party's Relationship to Invoice Payment Party _____

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm _____ Attention _____

Address _____ Title _____

City _____ State _____ Zip Code _____ Telephone _____

Authorizing Party's Relationship to Invoice Approval Party _____

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting in or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either adversely or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)9/17

April 27, 2022

William Colin Mangan
524 Charley Hill Rd.
Schroon, NY 12870

Town of Johnsbury and Town of Minerva Supervisors,

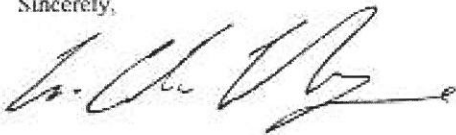
As we've recently discussed, I'm requesting health insurance assistance from both of your Towns. This proposal will include a shared services agreement and percentage is based off weekly hours worked for each municipality. The insurance will primarily come from Johnsbury's plan, with Minerva supplementing funds. See below breakdown of associated costs below. I request that this matter be brought to the attention of each Town's Board members for vote as required. It is my goal to add this topic to the agenda for the upcoming meeting(s). Please feel free to contact me with any questions. Thank you, -Colin

<u>Description</u>	<u>Monthly:</u>	<u>Annual:</u>
Cost to town for CDPHP family plan:	\$1,577.40	
Employee contributions:	\$ 236.61	
Total expense for the Town(s)	\$1,340.79	\$16,089.48
Total expense for Johnsbury (75%)	\$1,005.60	\$12,067.20
Total expense for Minerva (25%)	\$ 335.20	\$ 4,022.40

This proposal is for a high deductible plan (\$4400). The Town(s) will cover up to \$3,000 of this deductible. The HRA account will be shared by each town as well, totals below.

Total HRA account (annual)	\$3,000.00
Johnsbury annual expense (potential)	\$2,250.00
Minerva annual expense (potential)	\$ 750.00

Sincerely,



W. Colin Mangan (NYS CE1002475)

518-545-7433

Town of Johnsbury
Zoning Enforcement
zeu@johnsburyny.com

Town of Minerva
Building Code and Zoning Enforcement
codes@townofminervany.gov

LEASE

THIS LEASE (the "Lease"), made and entered into as of the _____ day of _____, 2022, by and between the **Town of Johnsborg**, a municipal corporation with a mailing address at 21 Main Street, North Creek, New York 12853, as Landlord ("Landlord"), and **Gregory Tomb**, an individual who does business as "Gregory T. Glass" or "Gregory Tomb Glassblowing Studio" currently having its mailing address as _____, as Tenant ("Tenant").

WITNESSETH:

For the consideration herein stated, the parties hereby covenant and agree to the terms of this Lease as follows:

1. PREMISES

a. Landlord, in consideration of the rent to be paid and the other covenants and agreements to be performed by Tenant and upon the terms hereinafter stated, does hereby lease and demise to Tenant, and Tenant does hereby hire and take from Landlord, a non-exclusive use of the following described premises at 21 Railroad Place, North Creek, New York known as the "Kellogg Building" (the "Building" or "Kellogg Building"), and being a portion thereof consisting of approx. 2400 square feet within the Kellogg Building (the "Premises"), consisting of the main hall and old office space on the North end of the building; together with all the appurtenances, rights, privileges, and easements in any way pertaining thereto including, but not limited to, exclusive use of Premises. Landlord agrees to maintain and deliver all corridors, entranceways, rest rooms, parking areas, and other similar or related facilities as may exist in and about the building ("Common Areas") in good working order to the tenant.

b. The Premises are demised and let subject to (i) the rights of any parties in possession thereof and the existing state of the title thereof as of the commencement of the term of this Lease, (ii) any state of facts which an accurate survey or physical inspection thereof might show, (iii) all zoning regulations, restrictions, rules, ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iv) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the commencement of the term of this Lease, without representation or warranty by Landlord. Tenant represents that it has examined the limitations set forth in a certain Conservation Easement dated January 28, 2011, between Landlord and the Open Space Conservancy, Inc. and recorded in the Warren County Clerk's Office on February 4, 2011 in Book 4191, at page 18, more particularly set forth in **Exhibit "B"** attached hereto prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereof.

2. TERM

a. The Initial Term ("Term") shall begin on May 15, 2021 (Commencement Date) and end at midnight on October 15, 2021 (Expiration Date), without the necessity of notice from either party to the other, such notice being expressly waived. Tenant may extend the aforementioned Term for two additional one (1) year terms, upon written notice to Landlord delivered prior to November 1 of the expiration year of then current Term, so long as Tenant is not in default under any of the terms of the Lease. In the event of renewal, Tenant's operational occupancy shall be limited annually to the May 15 to October 15 period. Tenant may exclusively occupy up to 30% of the Main room of Premises between expiration and commencement of next term, to store items in mutually agreed upon area.

b. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure and the validity of this Lease shall not be impaired under such circumstances, but Rent shall be abated until such delivery of the Premises or Tenant may terminate this Lease.

3. RENT

a. The annual base rent ("Base Rent") for the Premises shall be in accordance to the schedule below, which Tenant agrees to pay to Landlord in equal monthly installments as described, without demand, notice, deduction, counterclaim, abatement, suspension, or setoff, for each month. Time is of the essence as to any payment due from Tenant to Landlord under this Lease.

Period	Percentage of Gross Product Sales (not including applicable sales tax)	Base Annual Rent	Base Monthly Installment
5/15/21-10/15/21	10%	\$2,500	\$500.00
5/15/22-10/15/22*	10%	\$2,500	\$500.00
5/15/23-10/15/23*	10%	\$2,500	\$500.00

*If extended pursuant to paragraph 2 of this Lease.

All Base Rent due or to become due hereunder shall be paid to Landlord at its address first above written, or at such address otherwise designated by Landlord from time to time. All such payments are due on or before the first day of each calendar month during the Term of this Lease, and payable in current legal tender of the United States of America. Tenant, however, shall pay the first month of the Base Rent upfront to the Landlord prior to occupancy.

b. In addition to the Base Rent payable under this Lease as set forth above, Tenant shall pay to Landlord Additional Rent, based on Tenant's Gross product sales not including applicable sales tax, of ten percent (10%) based on sales made during the calendar month immediately preceding the due date of the payment ("Additional Rent"). Tenant shall pay this on or before the fifteenth (15th) of the full month following the month of calculation. For example, the 10% for May shall be calculated and paid on or before July 15, and so on monthly provided that the payment for October shall be made on or before December 15.

4. USE OF PREMISES

a. The Premises shall be used for Tenant's glass making, glass blowing and related instructional classes and retail sales of Tenant's own made glass products and for any other product tenant sees fit related to his art, process, location, or creative expression, **provided such retail sales are incidental and ancillary to and not the primary purpose of the Tenant's occupation of the Premises.** ("Permitted Use"). Tenant agrees to be 'open for business' during normal business hours of at least 11am through 5pm for at least eighty (80) days of each Term of this Lease. Tenant shall keep and maintain the Premises secure and provide for security acceptable to Landlord.

b. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises, for any business or purpose other than the Permitted Use or for any use or purpose which is unlawful, in

part or in whole, disreputable in any manner, or extra hazardous. Tenant will conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or interference with the possession of other tenants or Landlord in the management of the Building, nor impair proper and economic maintenance of the Building and/or any equipment, facilities, or systems therein.

c. Tenant shall, at its sole cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements ("Laws") of the federal, state, and local government and of any and all of their departments and bureaus applicable to the Premises, including those related to the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said Premises during the Term; and shall also, at all times during the Term promptly comply with all rules, orders, and regulations of the New York Board of Fire Underwriters and/or other similar organization for the prevention of fires; and shall also, at all times during the Term comply with all rules, requirements or limitations set forth in **Exhibit "B"** attached hereto. Tenant hereby represents that it is not a public accommodation, as defined in the Americans with Disabilities Act. Tenant shall, at Tenant's expense, timely remove any systems or equipment Tenant installs in the event that any future Laws so require. Tenant shall with Landlord's assistance, at Tenant's expense, procure and maintain a current certificate of occupancy for the Premises.

d. In regard to its use and occupancy of the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property, Tenant will not: (i) place or maintain any trash, refuse, or other articles in any vestibule or entry of the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property, on the foot-walks, or corridors adjacent thereto, or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, foot-walk, parking area; (ii) permit undue accumulations of or burn garbage, trash, rubbish, or other refuse within or without the Premises; (iii) cause or permit offensive odors to emanate or to be dispelled from the Premises, which odors are not inherent with respect to the normal operations of glass blowing; (iv) distribute handbills or other advertising matter to, in, or upon any automobiles parked in the parking area or any other Common Areas; (v) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, foot-walk, parking area, or other Common Areas; (vi) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for similar premises conducted in accordance with good and generally accepted standards of operation.

e. Tenant acknowledges that it is Landlord's intent that the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display, or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property or may tend to injure or detract from the moral character or image of the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display, or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe, or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, videotapes, picture, representation, or merchandise of any kind.

f. Tenant recognizes that the use provisions contained in this Paragraph 4 are reasonable and necessary for the protection of the Premises and the Kellogg Building as well as any adjacent Landlord owned or operated property's operations and Landlord's legitimate business interests, goodwill with the public, and relations with tenants. Tenant acknowledges that any breach or violation of the use provisions contained in this Paragraph 4 will cause substantial damages and irreparable harm to the Landlord for which there may be no adequate remedy at law. Thus, in addition to any other remedies, Landlord will be

entitled to temporary and/or permanent injunctive relief to enforce the provisions of this Paragraph 4 without the necessity of proving actual damages or posting bond or other security.

g. Landlord may from time to time establish, alter, modify, and amend rules and regulations for all tenants of Landlord. Tenant agrees that Tenant shall be bound by and act in accordance with such rules and regulations, upon receiving notice of said establishment or changes, provided that no such rules and regulations shall preclude the ability of Tenant to operate as a glassblowing studio in accordance with applicable state and municipal laws or this Lease.

5. LEASE AND NON-TERMINABILITY

a. This is a lease, and the Base Rent, Additional Rent, and all other sums payable hereunder by Tenant, whether as the rent for the Premises or otherwise, shall be paid without notice or demand, and without set-off, counterclaim abatement, suspension, reduction, deduction, or defense.

b. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as otherwise expressly provided herein. Tenant shall not be entitled to any abatement or reduction of rent hereunder except as otherwise expressly provided herein. Nor shall the obligations of Tenant under this Lease be affected by reason of:

(i) Any damage to or the destruction of all or any part of the Premises by the Tenant.

(ii) Any default on the part of Tenant under this Lease or under any other agreement to which Landlord and Tenant may be parties.

c. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision hereof. Notwithstanding the foregoing, the following circumstances will result in an immediate termination of all moneys owed to the landlord and Tenant shall have thirty (30) days to remove all property or arrange to store in compliance with storage agreement mentioned in Terms 2a.;

(i) The taking of the Premises or any portion thereof by condemnation, requisition, or otherwise for any reason.

(ii) Any eviction by paramount title or otherwise.

(iii) The prohibition, limitation, or restriction of Tenant's use of all or any part of the Premises, or any interference with such use which is not cured by Landlord within a reasonable time.

(iv) Damage or destruction of Tenant's or Landlord's property by a member of Landlord's staff or any representative of NY State, Warren County or Town of Johnsbury.

d. Tenant agrees that it will remain obligated hereunder in accordance herewith, and that it will not take any action to terminate, rescind, or avoid this Lease, notwithstanding:

(i) The bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up, or other proceeding affecting Landlord or any assignee of Landlord in any such proceeding.

(ii) Any action with respect hereto which may be taken by any trustee or receiver of Landlord or of any assignee of Landlord in any such proceeding or by any court in any such proceeding.

(iii) Any Pandemic related mass closure of any aspect of Tenant's operation.

6. UTILITIES AND SERVICES

a. Tenant shall be responsible for all janitorial services to the Premises and shall be expected to maintain such services in its own name and keep such accounts in good standing at all times.

b. Landlord shall not be liable to Tenant for interruption in or curtailment of any service or utility or for loss of or injury to property as a result thereof, nor shall any such interruption or curtailment constitute a constructive eviction or grounds for rental abatement in whole or in part hereunder, unless interruption is caused by willfully or neglectfully by a member of the Landlord's staff or an employee of the Town of Johnsbury, Warren County or State of New York.

c. Electricity and Trash removal will be paid and maintained by Landlord.

d. Landlord agrees to act as caretaker of outdoor property, including landscaping, lighting, driveway, foot path and tree maintenance. Tenant may plant flowers and make other temporary improvements but will also be responsible for maintenance of such.

7. MAINTENANCE AND REPAIRS

a. Landlord shall maintain the roof and structure of the building in a state of good operating condition and repair. Tenant shall maintain the interior of the Premises, perimeter walls, ceiling, floors, windows, the electrical and lighting system, and any installed ventilating system. Tenant shall take good care of the Premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents, employees, or visitors, and shall quit and surrender said Premises, at the expiration of the Term, in as good condition as the reasonable use thereof will permit, free of Tenant's signs, goods, and effects and any machinery, trade fixtures, and equipment used in conducting Tenant's trade or business which is not owned by Landlord, except items agreed upon in advance and in writing which may be left over the winter occupying up to 30% of designated space. Tenant shall keep the interior of the Premises in a neat and orderly condition. Tenant shall, at its sole expense, maintain all finishes and fixtures within the Premises, as well as any equipment solely serving the Premises (including, but not limited to, any separate air conditioning systems, non-standard lighting, and any plumbing fixtures within the Premises). All repairs or alterations to the premises made by Tenant, as provided herein, shall be performed by licensed, bonded, and insured contractors or subcontractors that comply with Tenant's internal screening protocol. Landlord shall keep the parking areas, driveways, and walkways reasonably clear of ice and snow in an appropriate manner suitable for continued business and operations. Except as set forth elsewhere in this Lease, Landlord shall mow and landscape the exterior Common Areas and remove trash as Landlord shall in its sole and absolute discretion determine. In the event that Tenant substantially vacates the space prior to the expiration of the Term, Landlord shall have the right to enter the Premises for purposes of making improvements. Tenant hereby acknowledges that Landlord may, in its sole discretion, make any repairs and/or improvements to the Common Areas of the Building.

b. Tenant hereby expressly waives any right to make repairs at the expense of Landlord, which right may be provided for in any statute or law in effect at the time of the execution and delivery of this Lease hereof or of any other statute or law which may thereafter be enacted.

c. Except as expressly provided in this Lease, Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption, or injury to business arising from Landlord, Tenant, or others making or failing to make any repairs or changes which are required or permitted by this Lease, or required by law to make, in or to any portion of the Building or the Premises. Landlord and Tenant, as the case may be, shall use due diligence in making any repairs required under Paragraph 7 herein.

8. ALTERATIONS AND IMPROVEMENTS

a. Tenant shall have the right, at its own expense, to make such non-structural alterations and changes in and to the Premises as it shall deem expedient or necessary for its purposes. Landlord may permit Tenant to make non-structural alterations and changes to the exterior Common Areas limited to displays and landscaping, indoor ventilation, electrical, plumbing or other necessary systems to all for Tenant's operation. At least five (5) days prior to commencing alterations or changes, Tenant shall provide Landlord with basic plans and specifications for Landlord's records. Landlord shall execute and deliver, upon the request of Tenant, such instrument or instruments embodying the approval of Landlord which may be required by any authority to obtain a permit for such alterations, Tenant agrees to pay for and procure such license or permit. Tenant shall, prior to the expiration of the Term, remove any alteration at its expense and shall repair all damage to the Premises caused by such removal.

b. If any buildings, structures, or other improvements made to the Premises by Tenant shall encroach upon any property, street, or right-of-way adjoining or adjacent to the Premises, or shall violate the agreements or conditions contained in any restrictive covenant affecting the Premises or any part thereof, including those set forth in **Exhibit "B"**, or shall hinder or obstruct any easement or right-of-way, then, promptly after written request of Landlord or of any person affected by any such encroachment, violation, hindrance, obstruction, or impairment, Tenant shall, at its sole expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities, and damages resulting from each such encroachment, violation, hindrance, obstruction, or impairment, whether the same shall affect Landlord, Tenant, or both, or (ii) make such changes in the buildings, structures, and other improvements to the Premises, and take such other action as shall be necessary to remove such encroachments, hindrances, or obstructions, and to end such violations or impairments, including, if necessary, the alteration or removal of any such building, structure, or other improvement.

c. Tenant shall (i) immediately after it is filed or claimed, bond or have released any mechanic's, materialmen's or other lien filed or claimed against any or all of the Premises, the Building, or any other property owned or leased by Landlord, by reason of labor or materials provided for Tenant or any of its contractors or subcontractors or otherwise arising out of Tenant's use or occupancy of the Premises or any other portion of the Building, and (ii) defend, indemnify, and hold harmless Landlord against and from any and all liability, claim of liability, or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) incurred by Landlord on account of any such lien or claim. Nothing contained in this Paragraph 8(c) herein shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Premises or any part thereof by any contractor, subcontractor, laborer, materialman, or vendor. Notice is hereby given that Landlord will not be liable for any labor, services, or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part through or under Tenant, and that no mechanics' or other liens for any such labor, services, or materials shall attach to or affect the interest of Landlord in and to the Premises.

d. On the Expiration Date or other termination of the Lease and annually no later than October 15, Tenant shall deliver up the Premises with all improvements located therein in good repair and condition, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises. Tenant shall remove all alterations, additions, improvements, and partitions erected by Landlord or Tenant and shall restore the Premises relatively close to its original condition by the date of termination of this Lease or upon earlier vacating of the Premises, except as provided herein. Notwithstanding any of the foregoing, these

provisions shall not apply to any trade fixtures or shelving installed or used by Tenant; so long as Tenant restores the Premises to its original condition no later than the Expiration Date, exempting any reasonable normal wear and tear.

9. SIGNS

Subject to the Landlord's written consent and provided Tenant's proposed signage is permitted by the applicable state, county, town, or municipal authorities, Tenant shall have the right to place signage at the Premises. Tenant acknowledges that the Premises are part of an integrated and uniform Building and that the control of signs by Landlord is essential in order to maintain uniformity and aesthetic values in such areas, and to conform with the overall architectural design of the building. Any sign that Landlord permits Tenant to erect or install may be removed during the Term of this Lease only with the written approval of Landlord. Upon the expiration or earlier termination of this Lease, such signs must be removed, and all damage caused by the erection, maintenance, or removal of any and all such signs shall be fully repaired promptly at the expense of Tenant.

10. PARKING

Landlord hereby grants to Tenant the right to use the parking area surrounding the building for its customers and employees, in common with all other tenants of the property, unless otherwise assigned to a specific tenant. Any parking is made and offered without representation, warranty or guarantee and shall not be exclusive. Landlord shall not be liable for any availability or lack of availability of parking.

11. ASSIGNMENT AND SUBLETTING

a. Tenant will not sell, assign, mortgage, or transfer this Lease, or sublet or rent the Premises or any part thereof or permit the same or any part thereof to be used or occupied by anyone other than Tenant or Tenant's employees, without the prior written consent of Landlord which Landlord may grant or deny in its sole and absolute discretion. In no event shall the proposed subtenant or assignee be an existing occupant of the building or an affiliate of any such occupant. The business reputation of the proposed subtenant or assignee shall be in accordance with generally acceptable commercial standards. Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provisions of this Paragraph 11 shall be of no effect and void. If this Lease is sublet, assigned, sold, or otherwise transferred without Landlord's consent, Landlord additionally has the right to discontinue furnishing services and utilities to the Premises.

b. If Tenant shall desire to sublet the Premises, Tenant shall give written notice thereof to Landlord requesting Landlord's consent thereto, which notice shall set forth a proposed commencement date ("Proposed Effective Date") of the sublease term or assignment, which is not less than forty-five (45) days nor more than one hundred twenty (120) days after the sending of said notice and attached to said notice shall be a copy of the proposed sublease or assignment agreement and of all agreements collateral thereto. The form and substance of said sublease or assignment shall be subject to Landlord's approval and, among other things, provide for the subtenant to be bound by all of the terms and provisions contained in this Lease. Landlord, within twenty (20) business days after receipt of said notice, shall give Tenant written notice of Landlord's consent or lack of consent to Tenant's said request.

d. In the event of any sublease of all or any portion of the Premises where the Base Rent reserved in the sublease exceeds the rental or pro rata portion of the Base Rent after all adjustments for services and equipment have been made by Tenant, in its reasonable discretion, as the case may be, for such space reserved in the Lease, additional rent may be negotiated, at the same time as the monthly installments of Base Rent hereunder, fifty percent (50%) of the excess of the rental reserved in the sublease over the Base Rent reserved in this Lease applicable to the subleased space. AH /

e. If this Lease be assigned, sublet, or transferred in any manner whatsoever, such assignment or transfer shall be upon and subject to all of the covenants, provisions, and conditions contained in this Lease and notwithstanding any consent by Landlord to any such assignment, transfer, or any subletting by Tenant, Tenant shall continue to be and remain liable hereunder. Any consent by Landlord to any such assignment, transfer, subletting or other matter or thing contained in this Paragraph shall not in any way be construed to relieve Tenant from obtaining the prior consent of Landlord to any other or further such assignment, transfer, subletting, matter, or thing.

f. No assignment or subletting hereunder shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee).

12. STORAGE

Tenant may exclusively occupy up to 30% of the Main room of Premises between expiration and commencement of next term, to store items in mutually agreed upon area. Some of Tenant's property may be stored in "office" locked for the "off-season" (from October 15-May 15). Landlord will not be held responsible for any damage to equipment or belongings stored in the "off-season".

13. INDEMNITY AND INSURANCE

a. Except to the extent caused by the negligence of Landlord or its agents, contractors or employees, Tenant agrees that it will defend all actions against Landlord (including any partners, officers, directors, employees, agents, or mortgagees) and that it will indemnify to the fullest extent permitted by law and save Landlord harmless from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments costs, interest, and expenses of any kind (including court costs and reasonable attorneys' fees) relating to or arising from or in connection with (i) the possession, use, occupancy, management, repair, maintenance, non-use, condition, or control of the Premises or any portion thereof by Tenant and/or its agents, sublessees, contractors, employees, or invitees; (ii) any act, omission, or default of Tenant or Tenant's agents, sublessees, contractors, employees or invitees; (iii) any default, violation, or injury to person or property or loss of life sustained in or about the Premises; (iv) any violation or breach of this Lease by Tenant; (v) any other matter arising from Tenant's occupancy or use of the Premises or any act or omission of Tenant, its agents, sublessees, contractors, employees, or invitees; (vi) any work or thing whatsoever done, or any condition created (other than by Landlord, its employees, agents, or contractors) by or on behalf of Tenant in or about the Premises, including during the period of time, if any, prior to the Commencement Date, that Tenant may have been given access to the Premises for any purpose, including performing any work or making any installations. If any action or proceeding is brought against Landlord by reason of any one or more of the actions listed in this Paragraph 13(a), Tenant shall pay all reasonable resulting costs, attorneys' fees, expenses, and liabilities and shall defend such action or proceeding if Landlord shall so request, at Tenant's expense, by counsel reasonably satisfactory to Landlord.

b. Except to the extent caused by the negligence of Tenant or its agents, contractors, or employees Landlord agrees, subject to the exclusions noted in Paragraph 13(e) herein, that it will defend all actions against Tenant and that it will indemnify to the fullest extent permitted by law and save Tenant harmless from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs, interest, and expenses of any kind (including court costs and reasonable attorneys' fees) relating to or arising from, or in connection with (i) any negligent act of Landlord or Landlord's agents, contractors, employees, or invitees pertaining to the Premises, or (ii) any material breach of this Lease by Landlord. To the extent not covered by the insurance to be obtained by Tenant in accordance with Paragraph 13(c) herein, Landlord shall pay all reasonable resulting costs, attorneys' fees, expenses, and liabilities and shall defend such action or proceeding if Tenant shall so request, by counsel reasonably satisfactory to Tenant.

c. Tenant shall carry and keep in force, at its own expense, with respect to the Premises, a policy or policies of commercial general liability and other insurance as more particularly described below with an insurance company or companies reasonably satisfactory to Landlord. Such insurance policies shall: (i) be from a responsible and solvent insurance company, authorized to do business in the State of New York, with an A.M. Best Rating of A- or better; (ii) cover Tenant's contractual obligations as set forth in this Lease, (iii) name Landlord and its managing agent(s) and Lenders as "Primary Additional Insured" or loss payee as applicable, (iv) provide that the insurer waives all right of recovery by way of subrogation against Landlord, its partners, affiliates, agents, and employees, (v) be primary over any other insurance the Landlord may carry; Landlord's insurance being non-contributory and excess only and only to the benefit of the Landlord. Such policies shall be in the following minimum amounts, which may be accomplished by a combination of underlying policies with Excess/ Umbrella Liability limits:

<u>Coverage</u>	<u>Limits of Liability</u>
Commercial General Liability (per occurrence)	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Personal Injury Occurrence Limit	\$ 1,000,000
Bodily Injury & Property Damage Each Occurrence Limit	\$ 1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
All Risk Property Insurance - sufficient to cover Tenant's property and improvements	
NY State Workers' Compensation Insurance including Employers Liability - Statutory	

(i) The "Tenant's property and improvements" referenced above include all of Tenant's personal property, trade fixtures, and all leasehold improvements existing on the Premises. The certificates of such policy or policies evidencing such coverage, together with an endorsement thereon evidencing payment of the premium or other satisfactory proof thereof, shall be delivered to Landlord concurrently with Tenant's execution of this Lease and at least annually upon written request of Landlord. Such policies shall not be modified or cancelled without at least thirty (30) days' prior written notice to Landlord. The certificate of insurance shall be renewed and submitted to Landlord annually, at least thirty (30) days prior to the expiration of Tenant's then current policies for the duration of the Term of this Lease.

d. Tenant shall not violate, or permit the violation of any condition imposed by any and all insurance policies carried by Landlord with respect to the Building, and Common Areas and shall not do, or permit anything to be done, or keep or permit anything to be kept in the demised Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the land thereunder over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or its land in amounts reasonably satisfactory to Landlord.

e. Landlord is exempt from any and all liability for any damage or injury to person or property (i) due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or (ii) resulting from steam, electricity, gas, water, rain, ice, snow, windstorm, tornado, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus, any leak or flow from or into any part of said Building or from any damage or injury resulting or arising from any other cause or happening whatsoever, including any acts or omissions of other tenants or other occupants of the Building. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Building as Tenant is herein given the right to use, at Tenant's own risk.

f. Landlord and Tenant acknowledge their mutual intent to preserve their business relationship during the Term and agree to rely on the protections afforded through insurance rather than prosecuting legal claims against each other for any property damage to their buildings or personal property. Each party agrees to maintain the insurance coverage on their respective properties and their liability insurance coverage as set forth in this Lease. Each party will assume all risk of loss or damage to its own property.

Each party hereby waives claims and waives right of recovery and subrogation rights against the other party¹⁰ for any property loss or damage, including any consequential damages, and waives claims and right of recovery and subrogation rights in connection with third-party claims for property loss or damage and for personal injury or death. This waiver shall apply regardless of fault, accident, negligence, or willful misconduct of any employees or agents of the parties. Tenant will indemnify Landlord against any third-party claims in connection with Tenant's use and occupancy of the Premises. If any insurance does not expressly allow the insured to waive rights of subrogation before loss, it shall be endorsed with a waiver of subrogation.

14. DAMAGE OR DESTRUCTION

a. Tenant must give Landlord prompt notice of fire, accident, damage, or dangerous or defective conditions.

b. In case of damage, by fire, other action of the elements, or other insured casualty to the Building, without the fault of Tenant or of Tenant's agents or employees, if, in Landlord's reasonable opinion, the damage is so extensive as to amount practically to the total destruction of the Premises or a substantial destruction of the Building, or, if for any reason, Landlord shall, within a reasonable time not to exceed sixty (60) days from the date of damage, decide not to rebuild, this Lease shall cease and come to an end, and the Base Rent and Additional Rent shall be apportioned to the time of the damage.

c. In all other cases where the Premises are damaged by fire, elements, or other casualty, without the fault of Tenant or of Tenant's agents or employees, Landlord shall repair the damage with reasonable dispatch, after notice of damage, to the extent of the insurance proceeds available therefor. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this Lease unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of insurance available for such purpose. If the damage has rendered the Premises untenable, in whole or in part, there shall be an apportionment of the Base Rent and Additional Rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control, including disease and epidemics.

d. Tenant, at its sole expense, shall restore thereto all work and improvements originally installed or performed by Tenant immediately upon the completion of the Landlord's repairs pursuant to Paragraph 14(c) above or simultaneously with the Landlord's performance of such repairs to the extent practicable.

e. If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees, agents, contractors, or invitees, or at the time of the fire or casualty Tenant is in default in any Term, then all repairs will be made at Tenant's expense and Tenant must pay the full Base Rent and Additional Rent with no adjustment. The cost of the repairs will be treated as Additional Rent.

15. CONDEMNATION

a. If the Premises or any part thereof, or any estate therein, or any other part of the Building materially affecting Tenant's use of the Premises, or any substantial part of the Building (even if Tenant's use of the Premises is not materially affected) be taken by federal, state, county, city, or other authority for public use under any statute or by virtue of eminent domain, this Lease may be terminated by Landlord if Tenant's use of the Premises is not materially affected or by either party if Tenant's use of the Premises is materially affected, and the Base Rent and Additional Rent, if any, shall be apportioned as of the date of such termination, and any Base Rent and Additional Rent paid for any period beyond such date of termination shall be repaid to Tenant.

b. Tenant shall be entitled to any part of the award or any payment in lieu thereof made in such taking¹¹ or condemnation, in the amount greater or equal to the value of reserved services which the Tenant may lose with said condemnation. Tenant may file a claim against the condemner for any taking of fixtures and improvements owned by or paid for by Tenant and for relocation expenses.

c. In the event of a partial taking or partial condemnation which does not result in the termination of this Lease, the Base Rent and Additional Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

d. For the purposes of this Paragraph 15, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Premises shall be deemed to constitute an award made in such proceeding.

16. ACCESS

Landlord's agents, employees, and contractors shall have the right to enter the Premises upon no less than forty-eight (48) hours' notice to perform any work which Landlord elects or is required to undertake, or to perform any work made necessary by reason of Tenant's default under the Lease. Landlord's agents, employees, prospective purchasers, and prospective tenants shall have the right to enter the Premises, no less than forty-eight (48) hours' notice, to conduct the marketing, rental, or sale of the Building and/or Premises or at other times with the permission of Tenant, which permission will not be unreasonably delayed or withheld, so long as entrance to the building does not impede Tenant's business. Landlord shall have the right to enter the Premises, as reasonably necessary, to inspect the Premises and/or for other legitimate business reasons. Landlord, its employees, agents, and contractors shall have the right to enter the Premises without notice at any time as may be necessary for the purpose of making urgent repairs thereto and to the building and its systems, and for the purpose of performing the services to be performed by Landlord pursuant to the terms hereof. Landlord is responsible for any damage to any lock or security system caused by emergency entrance by Landlord or its agents. If, prior to the Expiration Date, Tenant shall have ceased operations within the Premises, Tenant shall reasonably secure the Premises and Landlord may reasonably enter the Premises for purposes of showing the Premises to prospective tenants and/or purchasers. Landlord's right of entry shall not be deemed to impose upon Landlord any obligation or liability for the care, supervision, or repair of the Premises other than as expressly provided in the Lease. Landlord shall have the right as of one hundred twenty (120) days prior to the expiration of the Lease to show the premises to prospective Tenants if Tenant chooses not to renew the Lease.

17. DEFAULT BY TENANT

a. Tenant shall be considered to be in default, if Tenant, at any time during the Term of this Lease, shall:

(i) Fail to pay any installment of Base Rent, Additional Rent, or any other sum specifically to be paid by Tenant hereunder without demand, and such default shall not have been cured within five (5) days after Landlord shall have given to Tenant written notice specifying such default; or

(ii) Fail in the observance or performance of any of Tenant's other covenants hereunder and such default shall not have been cured within fifteen (15) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default cannot be completely remedied or cured within such fifteen (15) day period, then such default shall not be enforceable for the purposes of this Paragraph if Tenant commences curing such default within such fifteen (15) day period and proceeds with reasonable diligence and in good faith to remedy the default, provided that such cure must be completed within sixty (60) days of such notice; or

(iii) Abandon the Premises, without notice to Landlord, and fails to pay its rental obligations set forth¹² hereunder during any period of abandonment; or

(iv) Fail to comply with Paragraph 21 of this Lease during the allotted time period and such default shall not have been cured within five (5) business days after Landlord shall have given to Tenant written notice specifying such default; or

(v) (A) Be adjudicated bankrupt or insolvent, (B) Apply for or consent to the appointment of a receiver, trustee, or liquidator of Tenant or of all or a substantial part of its assets, (C) File a petition or an answer seeking a reorganization or an arrangement with creditors, or seek to take advantage of any insolvency law, (D) Make an assignment for the benefit of its creditors, (E) Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy Laws or any other applicable law or statute of the United States thereof, or (F) Perform any other act of bankruptcy.

b. Upon the occurrence of an event of default, Landlord shall have the option to pursue any one or more of the following remedies, with or without notice or demand, in addition to any other remedies available to Landlord at law or in equity:

(i) To give Tenant written notice that this Lease is terminated on the date of such given notice or any later date specified therein; and on such specified date, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated, except for the sole purpose of retrieving Tenant's property.

(ii) To elect to waive such default and continue this Lease as if such event of default had not occurred, provided that Tenant shall pay to Landlord all late charges as provided herein, or, if the default is other than for failure to pay rent, an administrative charge of twenty dollars (\$20.00). Said administrative charge shall apply to each such default.

(iv) In the event of re-entry, as provided in Paragraph 17(b)(ii) above, the entire rent up to said termination of this Lease shall be immediately due and payable. Said rent shall be determined calculating any past due rent. No future or remaining rent of term shall be collected.

(v) Should Landlord take possession pursuant to this Lease or as provided for by law, Landlord may, from time to time, relet the Premises, or any part thereof, upon such terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises.

(vi) If an event of default occurs, regardless of whether Landlord elects to terminate the Lease or re-enter and take possession of the Premises, or continue the Lease, all fixtures, furniture, equipment, improvements, additions, and alterations, and other personal property of Tenant, or any person claiming through or under Tenant (hereafter Tenant's Property) shall remain on the Premises, and Landlord, so long as an event of default shall exist, shall have the right:

A. To demand that Tenant remove Tenant's Property, and the failure to do so, within thirty (30) days after notice is received by Tenant, shall constitute abandonment of Tenant's Property, with Tenant and all persons claiming through or under Tenant conveying all rights, but not liabilities, with regard thereto to Landlord or Landlord's assigns.

B. To remove all or any portion of Tenant's Property and place the same, at Tenant's expense, in a public warehouse or other storage area, and the failure by Tenant to claim the same within ninety (90) days of service of notice of storage shall constitute abandonment of Tenant's Property, with Tenant and all persons claiming through or under Tenant conveying all rights, but not liabilities, with regard thereto to Landlord or Landlord's assigns.

18. LIABILITY

The liability of Landlord and all officers, employees, shareholders, venturers, or partners (general or limited) of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be nonrecourse and limited only to any applicable insurance limit, if any, and Landlord or any officer, employee, shareholder, venture, or partner (general or limited) of Landlord shall have the right to sell or transfer all or any portion of the Building to any third party, and upon any such sale or other transfer of all of the Building, and the corresponding assignment of this Lease, the Landlord shall have no further liability or obligation to Tenant hereunder or otherwise.

19. FORCE MAJEURE

a. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, terrorism, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, disease, epidemic, pandemic, or through acts of God.

b. Tenant shall similarly be excused for delay in the performance of obligations hereunder provided: (i) nothing contained in this Paragraph or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money unless Tenant's operations are forced to close or be substantially reduced due to any government imposed order pertaining to any pandemic, for a period of at least three (3) consecutive days, in which case Tenant may request a rent deferral pursuant to Paragraph 19(c) herein; and (ii) Tenant shall not be entitled to rely upon this Paragraph unless it shall advise Landlord in writing, of the existence of any force majeure event preventing the performance of an obligation of Tenant within five (5) business days after the commencement of the force majeure event.

c. Tenant, at Tenant's option and written request, may require Landlord to defer the Rent, and other payments due under the terms of this Lease, if Tenant is required to close its business due to governmental regulation, order, or recommendation pertaining to pandemic for a period greater than three (3) consecutive days. Such rental deferral will be applicable until Tenant is allowed to open its business without restrictions and/or with reasonable restrictions.

d. In the event of a rental deferral under Paragraph 19(c), Landlord shall first apply the existing security deposit to the amount of the deferred Rent. With respect to any remaining balance related to the deferred Rent, Landlord, at its option, may add additional months to the term of the Lease, amortize the deferred Rent over the remaining term or other specified period, or require a balloon payback at a future date. If Tenant receives any funding from federal and/or state bailout plans pertaining to a pandemic, Tenant will apply such funds to any remaining balance related to the deferred Rent to the extent such application of funds does not violate either federal or state law.

e. In the event that a force majeure event pertaining to a pandemic occurs and continues for an uninterrupted period of thirty (30) days, either party may terminate this Lease by giving written notice to the other party within thirty (30) days after the expiration of such thirty (30) day period. At which time, any items that may be stored in accordance with Paragraph 12 of this Lease shall be removed and upon failure to do so, Landlord may act in accordance with the disposition and/or storage of Tenant's property, as set forth in Paragraph 17.

f. In the case of a pandemic, the notice date of Paragraph 19(b) is not measured by the date of the classification of such pandemic as a pandemic, but as to the date of the issuance of the governmental restriction, order, regulation, or recommendation issued with respect to such pandemic which has prevented a party's performance under the contract.

20. SECURITY DEPOSIT/LAST MONTH RENT

A security deposit of five hundred dollars (\$500.00) shall be required of Tenant and paid at least thirty (30) days prior to the Commencement Date of this Lease, as security for the payment of Rent and for the faithful performance of all the terms, conditions, and covenants hereof. If Tenant shall be in default in the performance of any provision of this Lease, Landlord shall have the right, but not the obligation, to use all or part of the security deposit, as is necessary, to reimburse Landlord for any expense or damages incurred by reason of Tenant's default. In such event, Tenant shall promptly remit to Landlord a sufficient amount of cash to restore said security deposit to its original amount. If Tenant fully complies with all the terms of this Lease, said security deposit shall be USED TO PAY the LAST MONTH'S RENT of rental term. The security deposit shall not be deemed to be liquidated damages, and if the claims of Landlord exceed the deposit, Tenant shall remain liable for the balance of such claims. In no event shall any mortgagee be responsible or liable for any security deposit held by Landlord. Landlord shall keep and maintain said security deposit in Landlord's operating account along with Landlord's operating funds.

21. ENVIRONMENTAL PROTECTIONS

a. Tenant shall conduct all activity in compliance with all federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and requirements of common law concerning protection of the environment or human health ("Environmental Laws"). Tenant shall also cause its subtenants (if subtenants are permitted by this Lease or are hereafter approved by Landlord), licensees, invitees, agents, contractors, subcontractors, and employees to comply with all Environmental Laws. Tenant and its permitted subtenants, licensees, invitees, agents, contractors, and subcontractors shall obtain, maintain, and comply with all necessary environmental permits, approvals, registrations, and licenses.

b. In addition to and not in limitation of the foregoing, Tenant, its permitted subtenants, licensees, invitees, agents, contractors, subcontractors, and employees shall not use, generate, refine, produce, transfer, process, or transport Hazardous Material on, above, beneath or near the Premises, the Building, or the Land. As used herein, the term "Hazardous Materials" shall include, without limitation, all of the following: (1) hazardous substances, as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 (14), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99499, 100 Stat. 1613 (Oct. 17, 1986) ("SARA"); (2) regulated substances, within the meaning of Title I of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6991-6991(i), as amended by SARA; (3) any element, compound, or material which can pose a threat to the public health or the environment when released into the environment; (4) petroleum and petroleum byproducts; (5) an object or material which is contaminated with any of the foregoing; (6) any other substance designated by any of the Environmental Laws or a federal, state, or local agency as detrimental to public health, safety, and the environment.

c. Tenant shall be solely responsible for, and shall protect, indemnify, and save Landlord, its directors, officers, employees, agents, successors, and assigns, as well as any mortgagee of the Building, harmless from and against any and all liability, loss, damage, cost, or expense (including reasonable attorneys' fees) that Landlord or any mortgagee may suffer or incur as a result of any claims, demands, damages, losses, liabilities, costs, charges, suits, orders, judgments, or adjudications asserted, assessed, filed, or entered against Landlord or any of the Building or the Land, by any third party, including, without limitation, any

governmental authority, arising from Tenant's violation of Environmental Laws or otherwise arising from the alleged generation, refining, production, storage, handling, use, transfer, processing, transportation, release, spillage, pumping, pouring, emission, emptying, dumping, discharge, or escape of Hazardous Materials on, from, or affecting the Premises, the Building, or the Land, and caused by Tenant, Tenant's permitted subtenants, licensees, invitees, agents, contractors, subcontractors, and/or employees, including, without limitation, liability for costs and expenses of abatement, correction, cleanup, preparation and implementation of any required remedial plans, or other remedy, fines, damages, response (including death), and property damage. Tenant shall, upon the request of Landlord, provide Landlord with a bond or letter of credit, in form and substance satisfactory to Landlord, in an amount sufficient to cover the costs of any required cleanup.

d. Tenant, its permitted subtenants, licensees, invitees, agents, contractors, subcontractors, and employees shall not release, spill, pump, pour, emit, empty, dump, or otherwise discharge or allow to escape Hazardous Materials onto the Building or surrounding land, and Tenant shall take all action necessary to remedy the results of any such release, spillage, pumping, pouring, emission, emptying, dumping, discharge, or escape. Tenant shall arrange for disposal of any medical waste in a proper fashion at Tenant's sole expense.

e. Tenant shall, within forty-eight (48) hours of receipt, deliver to Landlord copies of any written communication relating to the building or the surrounding land, between Tenant and any governmental agency or instrumentality, concerning or relating to Environmental Laws.

f. Tenant's obligations under this Paragraph 21 shall survive the termination or other expiration of this Lease with respect to any conduct of Tenant and/or its permitted subtenants, licensees, invitees, agents, contractors, subcontractors, and employees which is in violation of this Paragraph 21 during the Lease Term or any extended term thereof.

22. OVERDUE SERVICE FEE; ADDITIONAL RENT

In the event any Base Rent payments, any Additional Rent herein, and any and all payments due under the provisions of this Lease from Tenant, unless herein otherwise specifically referred to, are not received by Landlord on their due date, Tenant shall pay, in addition to such sums owed, and not as a penalty, Additional Rent in the form of an overdue service fee equal to the greater of (i) five percent (5%) of such monthly installment of the Base Rent or such other sums owed for each month or part thereof such payment is overdue. Notwithstanding the foregoing, Landlord shall waive the late fee for any amount that is paid within fifteen (15) calendar days of the due date, so long as Tenant has not been more than five (5) days late in paying any amount due under this Lease within the last twelve (12) months.

23. LAWS, RULES, AND REGULATIONS

Tenant covenants and agrees to comply with such reasonable rules and regulations as may be established by Landlord from time to time for the necessary, proper, and orderly care and use of the Building, Common Areas and Premises, which rules and regulations shall be binding upon Tenant to the same extent as if they were incorporated in and a part of this Lease. Any such rules and regulations shall become effective upon written notice to Tenant as provided for in this Lease. Tenant further agrees to comply with all laws, ordinances, rules, and regulations of the federal, state, county, and municipal authorities applicable to the Premises and to the business to be conducted in the Premises.

24. NOTICES

All notices, requests, demands, or other communications with respect to this Lease, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly given when mailed

by United States First-Class, certified or registered mail, postage prepaid, return receipt requested, or by overnight delivery, to the parties, at their respective addresses, as first above written, or as applicable to Tenant, any such additional addresses as Landlord may reasonably determine. Any such addresses for the giving of notice may be changed by either party by giving notice thereof in writing to the other party. **Tenant's address for these purposes shall be changed to the Premises' address once it has occupied the Premises.**

25. NO WAIVER

a. The failure of Landlord or Tenant to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that Landlord or Tenant may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. Nor shall the failure of the Landlord to enforce any of the rules and regulations against any tenant of the building be deemed a waiver of any such rules and regulations. No act or thing done by Landlord or Landlord's agents during the Term hereof shall be deemed an acceptance of the surrender of the Premises, and no agreement to accept such surrender shall be valid unless in a writing signed by Landlord. Delivery of Tenant's keys to any officer, employee, agent, or general partner of Landlord and acceptance thereof, shall not constitute a termination of this Lease unless a written agreement has been entered into with Landlord to this effect.

b. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the amount herein stipulated shall be deemed to be other than on account of the earliest amount owed, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall be entitled to accept such check or payment without prejudice to Landlord's right to recover the balance of such amount owed or to pursue any other remedy available to Landlord.

26. BINDING EFFECT

Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors, and permitted assigns.

27. ENTIRE AGREEMENT

This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

28. JURISDICTION AND VENUE

The laws of the State of New York shall apply to any action brought to enforce the terms of this Lease, without giving effect to that state's principles of conflict of laws. Any action to enforce the terms of this Lease shall be brought in New York State Supreme Court and venued in Warren County.

29. WAIVER OF RIGHT TO REDEEM

Tenant DOES NOT waive its right to redeem under New York law. In the case of any termination of this lease, both parties will make efforts to resolve directly and peacefully, without legal assistance.

30. REMEDIES CUMULATIVE

Any and all rights and remedies which Landlord may have under this Lease and at law or equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

31. ATTORNEYS' FEES

In case it should be necessary or proper for either party to bring any action under this Lease or to consult or place this Lease, or any amount payable hereunder, with an attorney concerning a default of the other party hereunder, irrespective of whether such default is later cured, then the non-prevailing party shall pay any and all reasonable attorneys' fees, court costs, and expenses of the prevailing party incurred in connection with such enforcement.

32. RELATIONSHIP

Landlord shall not be responsible for any debts incurred by Tenant. Nothing contained herein shall be deemed or construed by the parties as creating any relationship or partnership, joint venture, or principal and agent between the parties other than the relationship of landlord and tenant.

33. AUTHORITY

Each party hereto represents and warrants that it has the necessary power and authority to enter into this Lease and it has taken all necessary action in order to duly execute this Lease.

34. PARAGRAPH HEADINGS

The paragraph headings contained herein are solely for convenience and shall in no way define, increase, limit, or describe the scope or intent of any provisions of this Lease.

35. ACCEPTANCE

The submission of this Lease for examination or consideration by Tenant does not constitute an offer, reservation of, or option for the Premises and this Lease shall be and become effective as a lease only upon legal execution and delivery hereof by Landlord and Tenant.

36. NO DISCRIMINATION

Tenant shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, sexual orientation, age, national origin, or ancestry of such person or group of persons.

37. PATRIOT ACT

Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering, including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act").

38. TIME IS OF THE ESSENCE

Time is of the essence with respect to the terms, conditions and provisions of this Lease.

[EXECUTION PAGE TO FOLLOW]

EXECUTION PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

Tenant

Name: Gregory Tomb

Landlord
Town of Johnsburg

By: _____

Name: Hon Andrea Hogan
Title: Supervisor

Table 1

	Description	Retail Pricing	Estimate	Volt Landscape Pricing	Cost
	Installation drainage stone & fabric along front of Kellogg Building, shape outlet for water disbursement at north end of building				
	Installation of top soil and sod				
	Installation of top soil and seed outside of fence				
	Machine hours & Labor	\$ 12,800.00		\$ 2,500.00	\$ 0.00
		\$		\$	
	(Fred can truck it) 150-20 yards topsoil		\$550.00		\$0.00
	Roll filter fabric		\$250.00		\$0.00
	35 yards #2 stone		\$800.00		\$0.00
	1200 soft of sod		\$1000.00		\$0.00
	10lbs grass seed		45		0
		\$ 12,800.00			
	Current Estimate Total		2645	\$ 2,500.00	5145
			Normal Landscaping professional retail price	\$	12,800.00
			Rob Wings personal price to help town		\$5145.00

Contract

THIS CONTRACT ("Contract") is made on this 7th day of March 2022, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and Town of Johnsburg, having an address of 219 Main Street, North Creek, New York 12853, hereinafter known as and designated as "CLIENT."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

A. Display Date: July 2, 2022.

B. Display Location: A designated area on North Creek Ski Bowl grounds.

C. Start Time of Display: Shortly after dark.

D. Duration of Display: 20 minutes.

-\$10,000 - Brokey Nuxon will provide \$5000 toward cost.

2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. "SANTORE" also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.

4. CLIENT will procure and/or provide the following

A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;

B) Police protection adequate to maintain said distance factors;

C) All necessary permits at own expense;

D) Sand (as required); N/A

E) Barges, tugs, and marine/barge insurance; N/A

F) Communications equipment; N/A

G) Security, including crowd control;

H) Standby fireman and equipment;

I) A safe and secure loading facility for set up of pyrotechnics;

J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4, shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$10,000.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 25% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in ^{Warren}~~Saratoga~~ County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

SANTORE'S WORLD FAMOUS FIREWORKS, LLC
Jeffrey M. Ward 3.07.2022

By: Jeffrey M. Ward

Joann Morehouse
Town of Johnsbury

By: _____

Client Contact Information

Name: _____
Address: _____
Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

RESOLUTION NO.:
INTRODUCED BY:
SECONDED BY:

JOHNSBURG TOWN BOARD

RESOLUTION PURCHASING PROPERTY FROM WARREN COUNTY

WHEREAS, the Town Board wishes to purchase certain real property located in the Town of Johnsburg, bearing Tax Map No. 133.8-1-27, with an address of 3485 State Route 8, (hereinafter “the Property”); and

WHEREAS, Warren County obtained ownership of the Property pursuant to a Judgment and Order issued on December 28, 2021 pursuant to a Foreclosure Action commenced by Warren County under Article 11 of the New York State Real Property Tax Law; and

WHEREAS, the Warren County Board of Supervisor adopted Resolution 423 of 2021 authorizing the sale of the Property to the Town for one third of the value;

NOW, THEREFORE, BE IT

RESOLVED, that the Town agrees to pay \$9,767 for the purchase of the Property which is one third the value of the Property and such purchase shall close within sixty (60) days after the completion of remediation on the Property; and be it

FURTHER RESOLVED, that the Town Supervisor, Town Clerk and Town Counsel are authorized and directed to take any and all actions necessary to effect this Resolution, including without limitation, sign the Intermunicipal Agreement between the Town and Warren County and associated forms and closing documents consistent with the terms herein and all transfer and title documents in a form acceptable to the Town Supervisor and Town Counsel.

Duly adopted this day of , 2022.

INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WARREN AND THE
TOWN OF JOHNSBURG CONCERNING SALE OF CERTAIN
REAL PROPERTY IN THE TOWN OF JOHNSBURG

WHEREAS, there is certain real property situate in the Town of Johnsburg, County of Warren, State of New York, bearing Tax Map No. 133.8-1-27, with an address of 3485 State Route 8, hereinafter referred to as the “subject parcel”, and

WHEREAS, Warren County had commenced a special proceeding in Supreme Court, the County of Warren, In the matter of the Foreclosure of Tax Liens by Proceeding *In Rem*, Pursuant to Article 11 of the Real Property Tax Law of the State of New York and which proceeding includes and affects the subject parcel, and

WHEREAS, Warren County has obtained title to the subject parcel by a Judgment and Order to Establish title from Delinquent Taxes issued by the Supreme Court on December 28, 2021, and

WHEREAS, the subject parcel was the site of extensive New York State Department of Environmental Conservation clean-up operations, and

WHEREAS, the County has made an agreement with the New York Environmental Protection and Spill Compensation Fund to provide for the release of the County from liability to New York State for any costs of environmental cleanup and removal which the State has incurred with respect to the subject parcel, and

WHEREAS, the County of Warren (hereinafter referred as the “County”) is interested in selling, and the Town of Johnsburg (hereinafter referred to as the “Town”) is interested in purchasing the subject parcel, and

WHEREAS, the Warren County Board of Supervisors has adopted Resolution 632 of 2005 amending the procedure for a municipality within the County to purchase property obtained by Warren County by real property tax foreclosure, and

WHEREAS, the Warren County Board of Supervisors has adopted Resolution 423 of 2021 authorizing an agreement between the County and the Town for the County to sell and the Town to purchase, the subject parcel for one third of its value, and

NOW, THEREFORE, in consideration of the foregoing, the County and the Town agree as follows:

1. The County agrees to sell and the Town agrees to purchase the subject parcel for the price of Nine Thousand Seven Hundred Sixty-Seven Dollars (\$9,767.00). Such sum is one third of the value of the subject parcel.
2. In furtherance of accomplishing the purposes and objectives of this Agreement, the Town agrees to pay the County the sum of Nine Thousand Seven Hundred Sixty-Seven Dollars (\$9,767.00).
3. The County agrees to pay for the demolition and removal of the structure on the subject parcel.
4. Within thirty (30) days after obtaining title to the subject parcel by way of a judgment of foreclosure, the County shall issue a public works bid seeking bids for the demolition and removal of the structure on the subject parcel.
5. The County shall award a bid for demolition and removal of the structure on the subject parcel. The County anticipates making the bid award for such demolition work within forty-five (45) days of the formal bid opening.
6. The County and the Town shall provide the New York State Department of Environmental Conservation (the "DEC") and its employees, agents, and representatives with full and unfettered access to the subject parcel to perform remediation of petroleum contamination on and migrating from the subject parcel.

7. Within sixty (60) days after the completion of remediation on the subject parcel by the DEC, the County and the Town shall close on the sale of the subject parcel to the Town.
8. The Town shall use the subject parcel as part of a public improvement project authorized by the Town.
9. The Town shall not sell the subject parcel for five years from the date on which the deed conveying title from the County to the Town is executed. This clause shall survive closing of title.
10. The Town shall defend, indemnify and hold harmless the County from and against all claims, losses, costs, expenses and liabilities (including, without limitation, attorneys' fees) arising out of or otherwise resulting from:
 - (i) personal injury, death or loss or damage to property, including loss of use thereof, sustained by any persons or entities, including officers and/or employees, agents, invitees, licensees and/or contractors and subcontractors of the Town and the Town's successors and assigns, arising out of or otherwise relating to the Town's ownership of the subject parcel;
 - (ii) any breach or other default on the part of the Town or any other person or entity, for whom the Town is responsible, of this Agreement or any documents executed and delivered pursuant to or otherwise in connection with this Agreement;
 - (iii) the Town's indemnification shall not apply to any claims, losses, costs, or expenses, or liabilities, arising directly out of use or ownership of the subject parcel by the County or any of the County officers, employees, contractors,

agents or other representatives or designees, or such other person or entity claiming by, through or under the County.

11. The Town agrees to release, acquit, and forever discharge the County, its Board, officers, employees, and agents from any legal or equitable rights, claims, causes of action, actions, proceedings, suits, liabilities, or demands which the Town asserted or could have asserted against the County, for cleanup and removal.
12. The Town, for itself and its officers, employees, agents, lessees, successors, and assigns, affirmatively waives any right to make a claim against the County pursuant to New York State Navigation Law Article 12 with respect to any petroleum discharges at the subject parcel and releases the County from any present or future claims with respect to petroleum discharges at the subject parcel.
13. The County certifies that to the best of its knowledge and belief, it has not caused or contributed to a discharge of petroleum at the subject parcel.
14. The Town certifies that to the best of its knowledge and belief, it has not caused or contributed to a discharge of petroleum at the subject parcel.
15. This Agreement may not be assigned, by either the County or the Town.
16. This Agreement may not be amended and/or changed orally. Any amendments or changes to this Agreement must be in writing and approved by resolution of the Town Board, in the case of the Town, and the County Board of Supervisors, in the case of the County.
17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an 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 facsimilie, scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By _____
Kevin B. Geraghty, Chairman
Board of Supervisors

Date: _____

Approved as to Form

TOWN OF JOHNSBURG

Johnsburg Town Attorney

By _____
Andrea Hogan, Supervisor

Date: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Kevin B. Geraghty**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

**Town of Johnsburg Town
Board**

Resolution #116- 21

Mr. Gonyo presented the following resolution and moved its passage with a second from Mr. Arsenault to authorize Warren County to submit and administer the grant for improvements at Riverfront Park through the Local Waterfront Revitalization Program with the Town committing the value of the parcel (once the County donates it to the Town) as match for the grant. With 4 members voting in favor the resolution is declared carried. Ayes – 4 (Hogan, Arsenault, Stevens, Gonyo)
Nays – 0

**Town of Johnsburg Historian
March - April 2022
Report to Town Board**

<u>Numerical Report</u>	<u>Bi-Month</u>	<u>Year</u>
Office Visitors:	1	1
Inquiries:	11	18
Municipal meetings attended: (Town)	4	6
Exhibits:	1	1
School Classroom Lectures/Presentations:		

Historical Research:

APNYS Region 5 Coordinator held a meeting on May 6th which I was unable to attend. The focus was on the 250th Anniversary (2026?) of the American Revolution. The NYS Historian Devin Lander has asked that we gather information about the American Revolution as it relates to our towns. Although, Johnsburg does not have a lot of history with this, there are Revolutionary soldiers buried here and I will focus on them. *Continuing.*

Researching Johnsburg hotels and lodging over the years for Warren County Planning for website, Amanda Beck contact. I've shared photos and information with her. *Continuing.*

The Warren County Historian, Stan Cianfarano, has asked the municipal historians to update all of the cemetery records. This will take some time. A friend, Iva Cross Loomis, has done research for Find-A-Grave, and we plan to compare notes and update. Also, I will use obituaries to update records. I have sent the complete list of Johnsburg cemeteries and burial sites and their locations to Stan. *Continuing.*

Historical Publications & Exhibits:

The Johnsburg Library has small bulletin boards set up for each historic organization, Our Town Theatre Group, Gem Radio, and Tannery Pond. One of the boards is for the Town Historian. I put together a display called "The Stories a Headstone Tells" and placed it on that board. I also made a display for the historical society and posted it. These will be updated periodically.

Historical Events/Celebrations:

Historical Preservation Projects:

Cemeteries: I am continuing to research the cemeteries in town. There was much research done by past historians especially Doris Patton and JoAnn Bateman Smith, but updates need to be made. I will continue to work with Stan Cianfarano, Warren County Historian, to update the county cemetery records.

I have discovered that a survey was completed on the Hack Cemetery in the 1890's. I will contact the county to see if it is on file. I will also ask about other maps that may help us with the cemeteries. *Pending.*

We, the Johnsburg Cemetery Volunteers, use Facebook and email to share times and places we will be working. Sharon and Ken Hammond continue to work at Union Cemetery. Work has resumed. The key members of the Johnsburg Cemetery Volunteers are me, Sharon & Ken Hammond, Ron & Kathy Allen, and Iva Loomis. We have applied for a free "cemetery cleaning and repair workshop" through Atlas Preservation where we buy supplies. We did not receive the free workshop. Salem, New York, received one for the Evergreen and some of us will attend that on July 17th.

Heritage/Tourism Projects:

I am working with JHS as the Town Historian on research and as Treasurer of JHS to get the house/museum ready for opening late summer 2022.

Town of Johnsburg Historian
March - April 2022
Report to Town Board

Sara Frankenfeld, Warren County Planning, asked for a suggestion for a second location for a Letterbox. Andrea and I met and decided to ask for one along the Riverwalk in North Creek near the historical society sign about the Hudson River Bridge. That location was accepted, and Warren County will install it.

Conferences/Workshops/Webinars Attended: I completed the (DHPSNY) Preservation 101 Online Course.

Inquiries:

March:

A representative from the APA called about a property that I believe is in the town of Chester, asking about a stone wall and any significance that it might have. I explained that usually stone walls were built as a place to put the rocks from the fields. I suggested he call the Chester historian.

Glenn Pearsall inquired about the Jarus/Jarius Wescott family cemetery on Bartman Road. I found some information for him.

Someone brought some old spoons to the town hall with the name A. Allen on inscribed on them. I looked through our family files but did not find an A. Allen. The mystery continues.

April:

Glenn Pearsall requests: Needed photo of North River Hotel. I found one at JHS that I scanned and sent to him. He is researching the Garnet Lake Schoolhouse and Jeanne Robert Foster and her possible connection to it. I looked at the school records we have but did not find a connection.

Dave Waite is looking for information on the Baroudi Airport (currently Bennett Airport), and Gabra Baroudi. I contacted Tina and she suggested I call her cousin. I am working on this. **Continuing.**

Both Glenn and Dave research and write about Johnsburg. I help them where I can.

Stan Cianfarano, Warren County Historian, asked about the Eben Rexford monument that is along Route 28 near Cork Nestor's. He wants to have Warren County add it to their History Mapper website. I sent a newspaper article to him that I found from 1924 when this was installed by the Johnsburg Association.

Lynn O. Wilson, a Thomson and Morehouse descendant has asked for information about the Thomson's. I am working on this but also reached out to others who may be able to help. Glenn Pearsall shared a portion of the 1876 Beers Atlas showing where E. Thomson lived and where his blacksmith shop was. Lynn also shared information she had with us and JHS.

Sean Curry is looking for the name of the woman who ran Whispering Pines. I am working on this.

Candace O'Connor, who is writing the book about Garnet Lake and its history, is looking for a newspaper article that she wrote about Leon Borden, in (we think) August 2007. It was published in the North Creek News Enterprise. To our surprise issues from about June 6 through October 6, 2007, are missing from everywhere we looked. I contacted the Adirondack Experience and the Library of Congress hoping to find these issues. The Adirondack Experience is missing them also, and the Library of Congress has not gotten back to me. **Continuing.**

I received a phone call from a John Sullivan who was looking for where the Brassel house was located. He had a friend Jim Brassel who was apparently cousin to our Brassel's, and he visited here with him. I told him I would check, and he was supposed to call me back, but I didn't hear from him. He was going to be visiting the area.

**Town of Johnsburg Historian
March - April 2022
Report to Town Board**

Research/Items received from others:

Jennifer Zimmerman, owner of the old Methodist Church in North Creek, donated deeds, and other papers to the historical society and allowed me to copy them for the historian's files. 54 files were copied and scanned. There were other items that will go to the historical society.

Dave Waite shared a story he wrote about "The Hermit of Dogtown", Archie "Bobcat" Ranney.

Lynn O. Wilson shared a transcript of letters written by Lemon Thomson to his parents and his sweetheart between 1843 and 1850 with JHS and the town. These will be filed in the Thomson family file in the historian's files.

Other:

I placed a thermometer/barometer in the Records Room at the town hall to monitor the temperature and relative humidity in the room. We, Jean Comstock, Andrea Hogan, and I, hope to apply for a grant in 2023 to make improvements to the Records Room. Monitoring the environment will help with our application and justification of the need for improvements. Jean and I check this and document the information.

Plans for 2022:

Respond to all inquiries and requests. Ongoing.

Continue work and research on the cemeteries.

Complete an inventory of the historian's records, books, and files.

Continue to monitor The History Mapper Project by Warren County Planning/GIS for updates, additions.

Help the Johnsburg Historical Society, Depot Museum Society, Warren County Historical Society, GEM Radio Theatre, with projects as much as is reasonable.

Respectfully submitted May 20, 2022.

Deana Wood, Historian

MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF JOHNSBURG:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of April, 2022:

DATED: May 4, 2022

SUPERVISOR

	Balance 03/31/22	Increases	Decreases	Balance 04/30/22
A GENERAL FUND				
CASH - CHECKING	1,237,286.90	512,202.00	1,541,782.00	207,706.90
CASH - MONEY MARKET	381,016.48	1,428,014.17	41,336.76	1,767,693.89
PETTY CASH	100.00	0.00	0.00	100.00
DOG PARK - MONEY MARKET	4,913.00	0.00	0.00	4,913.00
PLANNING	12,782.57	0.00	0.00	12,782.57
WWT - O&M	25,000.00	0.00	0.00	25,000.00
TOTAL	1,661,098.95	1,940,216.17	1,583,118.76	2,018,196.36
DA HIGHWAY FUND				
CASH - CHECKING	54,605.00	928,848.60	654,460.04	328,993.56
CASH MONEY MARKET	35,529.29	567,000.00	46,003.26	556,526.03
PETTY CASH	130.56	0.00	0.00	130.56
BRIDGE RESERVE	87,295.66	1.44	0.00	87,297.10
EQUIPMENT RESERVE	318,225.37	5.23	0.00	318,230.60
TOTAL	495,785.88	1,495,855.27	700,463.30	1,291,177.85
HA HIGHWAY EQUIPMENT				
	0.00	0.00	0.00	0.00
SAVINGS	424,316.23	0.00	0.00	424,316.23
TOTAL	424,316.23	0.00	0.00	424,316.23
L LIBRARY FUND				
CASH - CHECKING	84,898.16	4,035.27	81,369.38	7,564.05
CASH MONEY MARKET	31,946.54	75,000.00	4,035.27	102,911.27
TOTAL	116,844.70	79,035.27	85,404.65	110,475.32
SF FIRE PROTECTION DISTRICT				
CASH - CHECKING	-238.00	500.00	0.00	262.00
CASH MONEY MARKET	29,508.58	0.00	500.00	29,008.58
TOTAL	29,270.58	500.00	500.00	29,270.58
SM EMS				
CASH - CHECKING	173,790.32	74,577.80	247,878.75	489.37
CASH MONEY MARKET	4,419.41	98,000.00	0.00	102,419.41
TOTAL	178,209.73	172,577.80	247,878.75	102,908.78
SW WATER DISTRICT				

MONTHLY REPORT OF SUPERVISOR

	Balance 03/31/22	Increases	Decreases	Balance 04/30/22
CASH - CHECKING	133,413.99	490.27	20,126.00	113,778.26
CASH MONEY MARKET	-156,241.96	121.00	490.27	-156,611.23
WATER SAVINGS ACCOUNT	362.57	24,934.10	0.00	25,296.67
TOTAL	-22,465.40	25,545.37	20,616.27	-17,536.30
TA TRUST AND AGENCY				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
TOTAL ALL FUNDS	2,883,060.67	3,713,729.88	2,637,981.73	3,958,808.82

Presently our monthly phone bill is \$1028.17 for 8 phone lines plus an additional \$165.00/mo for the lease of the phones in the office. The phone lease with Frontier is about to come up for renewal at a reduced rate of \$123.00 per month.

I have obtained quotes from Frontier and from Slic for new phones using the VOIP (Voice over internet protocol) system instead of the standard phone lines. By moving to VOIP we will save the monthly charge of \$123.00 plus approximately \$200.00 on the monthly charge for phones in the Town Hall & the Library, for a savings of over \$300.00 per month.

Slic:

\$257.30

9 desk phones

2 portable phones

2 fax lines

Frontier:

\$257.91

7 desk phones

2 portable phones

0 fax lines

Both offer a 36-month lease, and everyone can be on the phone at the same time, not just 3 or 4 people. This system also allows you to take a phone to another location and use as if you were in the office if you need to work remotely because of a storm or something as long as there is internet where you will be.

TOWN OF JOHNSBURG
Abstract of Unaudited Vouchers
MULTI FUND CHECKING

Total Claims: \$170,866.49

05/17/22

Number 008

Voucher #	Claimant	Account #	Amount	Check	Date
301	CDPHP 221020012851/Retiree BP 5/1/22-5/31/22	A9060.8	2,032.80	9703	04/27/22
301	CDPHP 221020012851/Retiree BP 5/1/22-5/31/22	DA9060.8	2,710.40	9703	04/27/22
301	CDPHP 221020012851/Retiree BP 5/1/22-5/31/22	SW9060.8	338.80	9703	04/27/22
301	CDPHP 221020025543/Active BP 5/1/22-5/31/22	A9060.8	7,963.27	9703	04/27/22
301	CDPHP 221020025543/Active BP 5/1/22-5/31/22	DA9060.8	10,768.68	9703	04/27/22
301	CDPHP 221020025543/Active BP 5/1/22-5/31/22	L9060.8	558.72	9703	04/27/22
302	National Grid 41088-24106 4/27/22/41088-24106 Monument Park	A1620.4	30.37	9704	04/27/22
302	National Grid 51552-94102 5/20/22/51552-94102 - outdoor lighting service	A5182.4	2,874.82	9704	04/27/22
303	Association of Towns 5/16/22/Conference Registration Danae Tucker 5/16 & 5/17	A1430.4	200.00	9705	04/27/22
304	Tamco 3772517/4/29/22 Phone agreement	A1620.4	165.00	9706	04/27/22
305	NY State Comptroller's Office March 2022/State Share Fines & Fees for March 2022	A690	1,007.50		
306	HIGHMARK BLUE SHIELD OF NE NY 221130000722/Billing Period 5/1/22-5/31/22 Health Insurance	A9060.8	1,187.28	9707	04/28/22
307	ADK Community Outreach 2022-23/Grant for Food Pantry Pantry	A8989.4	9,000.00		
307	ADK Community Outreach 2022-23/Outreach use of NCBA Shuttle	A8989.4	2,500.00		
308	Barrier Free Elevator Inc. 22423/Elevator Maintenance Contract	A1620.41	149.00		
309	KATHLEEN SUOZZO, P.E., PLLC 2203_21-065(4)/Ski Bowl Stormwater - Task 2 Final Design	A7145.4	1,800.00		
310	Warrensburg EMS 5/4/22/First Aid & CPR training HWY	DA5110.4	420.00	9708	05/03/22
311	Barrier Free Elevator Inc. 22496/Pioneer inspection per contract	A1620.41	100.00		
312	Eugene Arsenault 2022 HRA/2022 HRA Reimbursement	A9089.8	3,000.00		

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Voucher #	Claimant	Account #	Amount	Check	Date
313	JMT of New York Inc. 5-103465/4 hours/Jason Sableski/John Seligman	DA5120.4	500.00		
314	Sun Community News 288364/289267/Help Wanted & Legal Ad	A1410.4	73.75		
314	Sun Community News 286356/Notice	A1410.4	7.97		
315	North Shore Solutions 2010-5471/Tech support 4/13/22	A1430.4	65.00		
316	Mitchell Stone Products 4/4/22 - 4/28/22Item 4, stone, for road repair	DA5110.4	12,616.96		
316	Mitchell Stone Products 3/31/22/stone, item 4 for road repair	DA5110.4	3,987.87		
317	Adirondack 2-way Radio Inc 173866/Installation of radio in truck	DA5130.2	889.50		
318	Mike Allison 01082-5080522/eye glass/exam	DA9089.8	368.97		
319	W. B. Mason Co. Inc. 229009079/heavy duty staples	DA5110.4	15.13		
319	W. B. Mason Co. Inc. 229692951/paper	A1430.4	203.94		
319	W. B. Mason Co. Inc. 229692951-1/garbage liners	A1620.4	116.56		
319	W. B. Mason Co. Inc. 229684966/soap/cleaner/bleach	A1620.4	113.65		
319	W. B. Mason Co. Inc. 229337128/pens/folder/staples, etc.	A1430.4	101.12		
320	NORTHERN TOOL & EQUIPMENT 50115108/4 - 60 ton wheel chocks/delivery	DA5130.4	650.75		
320	NORTHERN TOOL & EQUIPMENT 50115206/4 - 60 ton wheel chocks	DA5130.4	599.80		
321	Noble Gas Solutions 01247631/cylinder rental	DA5130.4	86.40		
322	TC Murphy Lumber Co. 828602/829289/Marking paint/wheel barrow/stakes	DA5130.4	329.21		
322	TC Murphy Lumber Co. 829065/829359/Sandpaper/paint	A1620.4	7.98		
323	The Safety Warehouse 417543/2-WCC blocks/hard hat	DA5130.4	80.59		

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Voucher #	Claimant	Account #	Amount	Check	Date
324	Letitia Williams 4/27-29/22/Mileage/lunch	A1355.4	108.13		
325	Garnet Signs G4341/TRUCK LETTERING	DA5130.2	175.00		
326	Joann Morehouse 38547/GLASSES	A9089.8	160.00		
327	Andrea Hogan JUNE/PHONE REIMBURSEMENT	A1220.4	25.00		
328	Frederick Comstock June 2022/June Phone Reimbursement	A5010.4	25.00		
329	Mike Dunkley June 2022/June Phone Reimbursement	A5010.4	25.00		
330	Matt Olden June 2022/June Phone Reimbursement	A7110.4	25.00		
331	David Cavanagh June 2022/June Phone Reimbursement	A1110.4	25.00		
332	Colin Mangan June 2022/June Phone Reimbursement	A8010.4	25.00		
333	Pace Analytical Services, LLC C072171/Coliform & fee	SW8320.4	63.56		
334	Ken Murphy 2726/dental service	DA9089.8	110.00		
335	Fastenal Company NYSOU185040/stock replenishment - screws, connectors	DA5130.4	137.73		
336	NORTHERN TOOL & EQUIPMENT 50072399/1-year shipping contract	DA5130.4	39.99		
337	Northern Safety & Industrial 904762250/102509709/rain jacket (backorder)	DA5110.4	32.03		
338	Warrensburg Collision Center 4180/Floor mats	DA5130.4	219.90		
339	Chestertown Truck & Auto Suppl 3/25-4/25/22/link pins, fuse holder,primary wires, etc.	DA5130.4	370.51		
340	Braley & Noxon Warrensburg 53859	SW8320.4	41.97		
340	Braley & Noxon Warrensburg 53510-53557-53589-53611-53716/misc nuts/bolts; sand discs; foam wash;	DA5130.4	487.47		
340	Braley & Noxon Warrensburg 53467-53476-53570-53584.../contractor bags/fly paper/drop	A7110.4	342.91		

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Voucher #	Claimant	Account #	Amount	Check	Date
	cloth, etc.				
340	Braley & Noxon Warrensburg 53605-53641-86360-53694.../cable ties/rope, etc.	A1620.4	70.40		
341	Nemec's Sport Shop 1-708097-01/Liquid chlorine	SW8320.4	457.76		
341	Nemec's Sport Shop 1-586230/Grass seed	DA5110.4	34.99		
342	Andrea Hogan Petty Cash Officer 2/16/22/5c & 10 c stamps	A1430.4	4.00		
342	Andrea Hogan Petty Cash Officer 2/18/22/1099 certified mailing	A1430.4	8.16		
342	Andrea Hogan Petty Cash Officer 3/31/22/ZEO certified mail	A8010.4	14.96		
342	Andrea Hogan Petty Cash Officer 4/1/22/ZEO certified mail	A8010.4	7.58		
342	Andrea Hogan Petty Cash Officer 4/6/22/1st quarter EFTPS mailing	A1430.4	8.16		
342	Andrea Hogan Petty Cash Officer 5/11/22/ss# correction mailing	A1430.4	7.96		
343	Frontier 5/22 251-2421-122578-4/May Monthly invoice Town Hall	A1620.4	1,000.97	9709	05/13/22
343	Frontier 5/22 251-2557-071502-4/May Monthly invoice Tannery Pond	A1620.41	55.18	9709	05/13/22
344	Main Care Energy 6849300/6849386//Fuel Oil - 4 Peaceful Valley Road	A1620.4	466.01		
344	Main Care Energy 6419787/7075806/Fuel Oil - 219 Main Street	A1620.4	1,749.54		
344	Main Care Energy 6849343/Fuel Oil - 2370 State Route 28	A1620.4	586.09		
344	Main Care Energy 6849334/Fuel Oil - 88 Ski Bowl	A1620.4	2,129.52		
344	Main Care Energy 7303034/7303080/Fuel Oil - 4 Peaceful Valley Road	A1620.4	388.07		
344	Main Care Energy 7541597/Fuel Oil - 219 Main Street	A1620.4	487.21		
344	Main Care Energy 7303062/Fuel Oil - 88 Ski Bowl	A1620.4	1,894.31		

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Voucher #	Claimant	Account #	Amount	Check	Date
344	Main Care Energy 7303064/Fuel Oil - 2370 State Route 28	A1620.4	546.38		
345	Northern Septic & Portajohn 206/Porta Potty	A7110.4	920.00		
345	Northern Septic & Portajohn 206-1/Porta Potty	A7110.4	170.00		
346	Judy Brown 5/9/22/Manure for Ski Bowl	A8510.4	41.89		
347	NY Fire and Security 48923Ansul System Inspection - Sr. Meal Site	A1620.4	185.00		
348	Madden Mechanical 2085/Court/Town Hall/Parks & Rec - furnace/boiler	A1620.4	558.00		
349	Warren Ford 21059/F350 Pickup Repairs	A7110.4	1,691.66		
350	Hadeka Stone Corp. 32791/36 ton greenfield for ball fields	A7110.4	1,440.00		
351	ADK Portable Custom Crushing 14784/Item 4 (3/17-3/30/22)	DA5110.4	4,641.25		
352	Mountain Medical Services PLLC 13354k1798/Drug Testing	DA5110.4	62.00		
353	Allegiance Trucks 4/1-4/30/22/shield dust;cam shaft;quick release valve; ...	DA5130.4	3,403.74		
354	Charles Beaudet 4/12/22-5/9/22/Mileage	A1620.4	74.30		
354	Charles Beaudet 20760678/Boots	A9089.8	130.50		
355	Tractor Supply Credit Plan 200156404/3 - 4" whell chocks	DA5130.4	83.97		
356	Home Depot credit services 9020416/Ladder; air hose; air compressor	A7110.4	312.48		
357	The Post Star 5/11/22/Reschedule Meeting	A1410.4	28.60		
357	The Post Star 5/1/22/Examination of data	A1355.4	49.30		
357	The Post Star 5/1/22-1/Tentative Roll	A1355.4	45.25		
357	The Post Star 5/4/22/Special Meeting	A1355.4	31.30		

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Voucher #	Claimant	Account #	Amount	Check	Date
358	Fort Ann Transfer Station 00137680/00138446/Cardboard/plastic recyclables	A8090.4	156.60		
359	Waste Management Corporate Ser 0006752-4791-0/C&D fees/containers & trash	A8160.4	1,047.29		
360	Casella Waste Services 2368588/hauling/containers	A8160.4	1,100.00		
360	Casella Waste Services 2366124/hauling fees	A8160.4	425.00		
360	Casella Waste Services 2366124-1/recyclables	A8090.4	275.00		
360	Casella Waste Services 2364254/hauling for C&D containers	A8160.4	550.00		
360	Casella Waste Services 2363538/hauling for recyclables	A8090.4	275.00		
360	Casella Waste Services 2363538-1/hauling for C&D	A8160.4	625.00		
361	G.A. Bove Fuels 73618/Propane for Tannery Pond	A1620.41	342.80		
361	G.A. Bove Fuels 71236/Propane for Tannery Pond	A1620.41	744.32		
361	G.A. Bove Fuels 76384/Propane for Tannery Pond	A1620.41	145.34		
362	VI Enterprises 4/1/22-4/28/22 INVOICES/tank caps/gloves/caliper w/bracket/flexvolt battey	DA5130.4	889.25		
363	National Grid 6/2/22/80896-62008 - !8 RR PL Lite	A1620.4	27.95		
363	National Grid 6/5/22/41088-24106 - Monument Park	A1620.4	31.79		
363	National Grid 6/2/22/76440-34110 88 Ski Bowl Road	A1620.4	416.61		
363	National Grid 6/2/22/13591-40043 21 RR PL Kellogg	A1620.4	135.26		
363	National Grid 6/2/22/18750-39018 228 Min St Tannery	A1620.41	579.79		
363	National Grid 6/2/22/20688-24100 - 2370 State RT 28	A1620.4	95.17		
363	National Grid 6/2/22/23240-34104 8 Peaceful Valley Rd	A1620.4	115.73		

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Voucher #	Claimant	Account #	Amount	Check	Date
363	National Grid 6/2/22/20640-34119 Ski Bowl Compactor	A1620.4	211.42		
363	National Grid 6/2/22/53088-24101 North Creek Wevertown RD	A1620.4	34.59		
363	National Grid 6/2/22/76640-33100 Main Street	A1620.4	21.34		
363	National Grid 6/2/22/16888-24107 Main Street Pump	SW8320.4	265.75		
363	National Grid 6/2/22/69840-33101 88 ski bowl rd pump well #4	SW8320.4	444.04		
363	National Grid 6/2/22/27331-38006 ski bowl rd pump well #5&6	SW8320.4	583.62		
363	National Grid 6/2/22/71240-34105 peaceful vally rd pump	SW8320.4	23.27		
363	National Grid 6/2/22/18840-34101 - Senior Citizens Center	A1620.4	591.79		
364	Johnsburg Central School 5/19/22/School Portion of 380 payment from Peck	A631	3,169.65		
365	Seeley Office Systems 320769/5/1/22 - 5/31/22 Contract	A1430.4	30.00		
366	Gary Wilson 3/20/22/Plants for Riparius barrels	A6410.4	70.20		
367	Lake George Auto and Marine 280945/Brake chamber, clevis, combo 3-stroke	DA5130.4	307.56		
368	Carpenter-Associates Insuring 1125/Commercial Auto	A1910.4	720.60		
369	Sun Community News 289686/Planning Board Hearing	A8020.4	26.94		
370	North Warren Chamber map/Map Reprint	A6410.4	1,000.00		
371	Cedarwood Engineering Services 18-034-87(f)/NC Water System Upgrade - WIIA	SW8397.4	5,005.00		
372	Cedarwood Engineering Services 14-038-2021-1/Annual Landfill Report	A7110.4	1,320.00		
373	DANAE TUCKER 5/16/22 & 5/17/22/Mileage to training - 2 days	A1430.4	198.90		
374	Cedarwood Environmental Servic 3:2022-23/April Contract Services	SW8320.4	2,899.35		

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374	Cedarwood Environmental Servic 3:2022-23-1/April Labor	SW8320.4	5,265.00		
375	Cedarwood Engineering Services 15-028-80(b)/Wastewater Map Plan & Report	A4010.4C	37,245.50		
376	Martina Svrcek 5/20/22/Flowers for Main Street	A6410.4	291.89		
377	Warren County DPW 3/2022/Fuel	DA5110.4	7,833.26		
377	Warren County DPW 3/2022-1/Fuel	A7110.4	609.55		
377	Warren County DPW 3/2022-2/Fuel (EMS)	A380	785.73		
377	Warren County DPW 3/2022-3/Fuel (North Creek)	A380	7.89		
377	Warren County DPW 3/2022-4/Fuel (Garnet Lake)	A380	78.27		
Total:			170,866.49		