

Town of Johnsborg Town Board Meeting February 21, 2023

In Attendance: Mark Smith – Supervisor Justin Gonyo – Councilman
Arnold Stevens – Councilman Pete Hoskins – Councilman
Gene Arsenault – Councilman (via Zoom)
Jean Comstock – Town Clerk

Pledge of Allegiance - led by Deana Wood

1. Ratify Resolution from February 10, 2023 from – Supervisor Smith – per Town Attorney we need to ratify and affirm the Resolution of February 10, 2023 - #23-50, it's per Counsel, just a housekeeping issue.
Supervisor Smith – I will abstain from the vote; Ayes – 4 (Gonyo, Stevens, Arsenault, Hoskins).

Supervisor Smith - I'd like to set the tone for the next few months. Thank you to Andrea for sticking around and helping me out, much appreciated. Thanks to Superintendent Comstock for cold patching Durkin Road, appreciate it very much. I'm open for discussion, no yelling, name calling; I'm happy to sit down with anyone; we're all worried about gas and food, our kids; we have more in common than we do in disagreement; mutual respect for one another; we can agree to disagree; my schedule is with Joann at Town Hall and I can schedule a meeting; I have an open door policy; manage expectations – I am an executor for the will of this board; so far in my first week, moving forward I'm like a project management, fiscal responsibility; MBA or similar qualifications for whoever runs next; we're going to face change, it's inevitable; we have to ride the wave; we have some decisions to make; we're at a crossroads, some good things, some bad, hoping the good outweighs the bad; I believe in transparency and sharing as much as we can; I don't want to build walls; we're on the USS Johnsborg, hoping we're all rowing in the same direction; let's try to pull together, negotiate and move forward.

2. Call to Order Public Hearing at 7:07PM - Supervisor Smith read the Local Law #1-2023; before 9-11, we were not aware of the dedication; it's important that these people are recognized; getting up in the middle of the night, leaving their jobs during the day; open to floor.
Bruce Ashline – 30 year volunteer fireman, I'm retired it won't affect me, but it should be passed.
Chris Heidrich – I support this; 10% on taxes or assessment? Supervisor Smith – assessment.

RESOLUTION # 23 – 52

Mr. Stevens made a Motion to close the Public Hearing at 7:14PM and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0

Supervisor Smith – very proud and happy to have this pass; it's not enough, we need to do more for our Volunteers, any ideas, please stop in or e-mail me. Looking for Board approval for the Local Law #1-2023

RESOLUTION # 23 – 53

Mr. Gonyo made a Motion to approve Local Law #1-2023 and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

3. Call to Order – Regular Town Board Meeting at 7:17PM

4. Approve Minutes of the February 7, 2023 Town Board Meeting

RESOLUTION # 23 – 54

Mr. Arsenault made a Motion to approve and accept the Minutes of the February 7, 2023 Town Board Meeting and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

5. Approve and ratify the Volunteer Fire Department Contracts – Supervisor Smith, we need a motion to approve and ratify the Contracts for the Volunteer Fire Departments that were previously mailed out.

RESOLUTION # 23 – 55

Mr. Gonyo made a Motion to approve and ratify the 2023 Volunteer Fire Department Contracts and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

6. Old/New Business

- a. Building Truck – Mr. Olden received quotes for this purchase; he'd like to go with the lowest price as it includes the flat bed, sander, plow and undercoating for the \$75,289; other quotes did not include any of the extras. Supervisor Smith noted that this is a "must have". Mr. Hoskins – I'm in full agreement, it's met all the procurement needs. Mr. Gonyo – funding? Supervisor Smith – close to \$300,000 part of this can be used to purchase this truck; we'd like to use this money for "must haves" and this will not all be designated tonight.

Mr. Lane – what about a 0% loan? Supervisor Smith – we could look into this, it's a great idea, but could take an additional few weeks and the truck may not be there.

Mr. Konis – could you put \$10,000 on it to hold it? Supervisor Smith – I'd have to check out accounting rules. I am very mindful of the comments, but I think we need to move forward with a resolution for this.

RESOLUTION # 23 – 56

Mr. Stevens made a Motion to approve the purchase of the truck for the Buildings Department and moved its passage with a Second Motion by Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

RESOLUTION # 23 – 57

Supervisor Smith noted that we should have a "not to exceed" on this purchase. Mr. Gonyo made a Motion to have a not to exceed limit of \$76,000 and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

- b. AED Equipment for Parks Department – Mr. Gonyo had an e-mail from Mr. Olesheski shortly after the last meeting explaining what his plan was. Mr. Gonyo noted that since he didn't have the specifics at the last meeting was the reason he felt the need to table it.

RESOLUTION # 23 -58

Mr. Gonyo made a Motion to approve the purchase of the AED Equipment for the Parks Department and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

- c. Parks – use of Town Insurance for Fishing Derby – Supervisor Smith spoke with the insurance company and there are no stipulations or costs for this event. It's a great idea and a great day out for the kids. Mr. Hoskins noted that it was a commendable activity by our Parks & Rec Director. No action needed by the Board.

- d. Appointment of Budget Officer – Supervisor Smith, I’m happy to take this on as it was one of Ms. Hogan’s responsibilities.

RESOLUTION # 23 – 59

Mr. Hoskins made a Motion to appoint Supervisor Smith as the Budget Officer and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

- e. Appointment of Petty Cash Officer – Supervisor Smith – as I’m in the office almost every day and this again was part of the previous Supervisor’s daily duties, I’d be happy to take it on.

RESOLUTION # 23 – 60

Mr. Stevens made a Motion to appoint Supervisor Smith as the Petty Cash Officer and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

- 7. Budget Change – Supervisor Smith noted it would be a “loan” from the General Fund due to the timing of payments received. We need to close out 2022 and need to make the housekeeping change in order to do that and then open 2023 and pay it back. Please feel free to stop in and see me if you’d like any further explanation, it is a little confusing.

RESOLUTION # 23 – 61

Mr. Arsenault made a Motion to approve the budget change as noted and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

- 8. Committee Reports – Mr. Gonyo noted that there is a Sewer Committee Meeting on February 27, 2023. Ms. Konis asked who was allowed at these meetings? Mr. Gonyo said he wasn’t sure, he’d never been asked that question before, but to contact Matt Parobeck. Mr. Hoskins added that no decisions can be made at these Committee Meetings and only two (2) Board Members can be on them, it’s advisory only. Supervisor Smith noted that there is generally no “public comment time” allotted at these meetings, but those can canvas the Board after the meeting. Ms. Sabattis noted that those that are paying for the new sewer should be able to attend these meetings.

- 9. Warrants – Supervisor Smith asked if all had a chance to review the Warrants and if there were any questions or concerns?

RESOLUTION # 23 – 62

Mr. Stevens made a Motion to approve and accept the Warrants and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

GENERAL FUND:	\$ 38,164.99
HIGHWAY FUND:	\$ 7,552.66
LIBRARY FUND:	\$ 122.90
WATER DISTRICT:	\$ 25,948.63
TRUST & AGENCY:	\$ 214.24
TOTALS:	\$ 72,003.42

10. Privilege of the Floor – Supervisor Smith - I've spoken to other Supervisors/Town/County, from what I've seen the general consensus is the Privilege of the Floor is limited to 3 minutes; moving forward, we'll allow 3 minutes and we can change it or hold a workshop for feedback; it's not a Q&A per se, if we can answer it with a quick answer we will; we can spend the next week discussing and post them on the website or come in and talk to me.
- Ms. Wood – in December we talked about Senior transportation, I'd just like to know where we're at with this; maybe a voucher system with another transportation company to those that need rides to appointments. Affordable Housing – from 2002 and 2008 – it's important that we continue to look at this moving forward.
 - Ms. Konis – with the windfall of \$300,000 let's help the elderly; Parks & Rec – his new position was his salary only; where is his spending going to end, each meeting he gets more and more. Committees – where is a list of these committees; AirBnB committee and sewer committee – Mr. Gonyo, these are standing committees – Town Clerk will get Ms. Konis a list of these Committees that were approved at the January 3, 2023 Town Board Meeting; if anyone wants to form a committee to bring suggestions to the Board they're welcome to do that.
 - Mr. Konis – I sat in on the meeting today for AirBnB, they stated Andrea started it. Mr. Hoskins added – please feel free to join any committee.
 - Ms. Konis – what is the Board's stance on Barton Mines ? Supervisor Smith – I'm not to going answer that right now; I have my opinion, but to my knowledge the Board has not made a stance. Please feel free to stop in and see me for my own opinion.
 - Ms. Sabattis – three pieces of property the Town was to sell, whatever happened to those? Mr. Gonyo – that's a good question, we'll find out, we got appraisals, and we need to move to the next step.
 - Mr. Ashline – I would request that the Board write a letter supporting Barton Mines, it's important to support them; letter to DEC/APA.
 - Mr. Williams – during the budgetary process there were several meetings and feedback from Town's people; public feedback on priorities for the extra money; if we keep the budget the same and sales tax remains the same or increase budget by 2%, we'll have an additional sum of money next year; we've taken care of our firefighters, they're volunteer; EMS needs help with insurance coverage on par with Town employees; Committees – the board/supervisor can appoint; Parks Advisory Committee – the last time it was tabled – what is going on with it? Supervisor Smith - we've discussed canvassing the community re: spending of that money.
 - Mr. Dunkley (Bruce) – thank the Board getting this law passed; first in the County to do this and may be the State; with Mr. Gonyo and Mr. Stevens on this committee, thank you for your continued support in getting this done; it sets in place a system for recruitment and retention; the other part that needs to happen is that the School take action; Mr. Supervisor if you could take this to the County level it would be greatly appreciated; it's very beneficial; please take this to the Board of Supervisors – they can take our Local Law and cut and paste and get it done very quickly; met at North River last evening and it looks like some may take advantage of this; I'll help out in any way I can; I think the State made a goof, in the application, on the back, if you claim the property tax exemption you are not eligible for the State benefit, I hope that gets changed; Supervisor Smith – I don't think this goes far enough for our volunteers, we're looking locally to try to do more; Mr. Gonyo – for the benefit for all in the room, Mr. Dunkley answers his phone all time. Supervisor Smith – thank you all for your input.
 - Mr. Gonyo noted that the the Republican Committee reached out to me – I will not be running for re-election in 2024; party lines should not come into play, but I would strongly encourage you to get to know these folks and reach out to them. Amy Sabattis would be your contact person.

11. Motion to Adjourn

RESOLUTION # 23 – 63

Mr. Hoskins made a Motion to Adjourn the Town Board Meeting at 7:56PM and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried Ayes – 5 (Smith, Gonyo, Stevens, Arsenault, Hoskins); Nays – 0.

Prepared by:

Jean M. Comstock

Jean M. Comstock
Town Clerk

**The Next Town Board Meeting will be held on March 7, 2023 at 7:00PM at
Tannery Pond and via Zoom**

Resolution # _____

AMENDED AGREEMENT FOR FISCAL YEAR 2023 BY AND BETWEEN THE TOWN OF JOHNSBURG, NEW YORK AND THE JOHNSBURG EMERGENCY SQUAD, INC.

WHEREAS, the Town of Johnsburg, New York and the Johnsburg Emergency Squad, Inc. have executed an agreement dated November 21, 2006 the "Agreement"); and

WHEREAS, both parties have amended that Agreement from time to time; and

WHEREAS, both parties are amenable to amend that Agreement for 2023 (the "Amended Agreement"); and

WHEREAS, the parties have agreed on terms and conditions for said Amended Agreement.

NOW THEREFORE IT BE RESOLVED, that the Town of Johnsburg ratifies and shall execute or cause to be executed the Amended Agreement dated January 1, 2023 substantially in the form attached.

Whereupon this Resolution was put to a vote, recorded as follows:

Ayes _____ Nays _____ Recusals _____

New

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made the 1st day of January, 2023, by and between the **TOWN OF JOHNSBURG, NEW YORK**, a municipal corporation with its principal place of business at 219 Main Street, North Creek, New York 12853 (hereinafter "Town") and **JOHNSBURG EMERGENCY SQUAD, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York and maintaining a principal place of business at 624 Peaceful Valley Road, North Creek, New York 12853 (hereinafter "JES").

WITNESSETH:

WHEREAS, pursuant to Article 12-a of the Town Law, the Town has duly established and created an ambulance district within the Town known as "Ambulance District No. 1 of the Town of Johnsburg" (hereinafter "District"); and

WHEREAS, JES is a not-for-profit corporation which provides prehospital emergency medical treatment, including basic life support and advanced life support, and transportation for sick or injured persons; and

WHEREAS, pursuant to its authority under Town Law § 198(10-f), the Town entered into a contract with JES dated as of January 1st, 2015 for the provision of ambulance services to residents of the District and other persons situated therein and in need of such services for the term of January 1, 2022 through December 31, 2022; and

WHEREAS, the Town and JES desire to enter into this Amended Agreement in order to modify certain of the terms and conditions set forth in their prior Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Town and JES mutually agree as follows:

1. TERM

1.1 The term of this Amended Agreement shall be for a period of one year commencing on January 1, 2023 and terminating December 31, 2023, unless sooner terminated as herein provided.

1.2 This Agreement shall automatically renew for successive one (1) year periods unless terminated by either party upon written notice provided at least sixty (60) days prior to the expiration of the then-current term, provided that the amounts to be paid to JES pursuant to paragraph 3 shall be subject to the Town's annual budgeting process.

2. SERVICES TO BE PROVIDED

2.1 JES will provide basic and advanced life support emergency medical and transportation services to sick or injured persons residing in and/or located within the District in accordance with the regulations and requirements of the New York State Department of Health,

Bureau of Emergency Medical Services and/or the applicable Regional Emergency Medical Service Council.

2.2 The Town recognizes that in some cases, only basic life support may be available or apparently necessary based upon the information available. The Town also acknowledges that on some occasions no ambulance may be available due to JES's lack of vehicles and/or personnel to respond to all emergencies for which it has contracted to provide services. The obligation of JES to provide the services described herein shall be subject to, and limited by, the reasonable availability of JES's personnel, equipment, and other resources. As between the Town and JES, but not JES and any third-party claims, the Town releases JES from any failure on the part of JES to provide services on occasions when such resources are temporarily unavailable.

2.3 JES shall maintain and hold all required certifications from the New York State Department of Health, Bureau of Emergency Medical Services and/or the applicable Regional Emergency Medical Service Council necessary for JES to operate advanced life support service in the Town and to provide the services under this Agreement, and a loss or suspension of such certifications shall be deemed a material breach of this Agreement by JES.

3. COMPENSATION

3.1 In consideration of the ambulance services provided, the Town shall annually pay to JES the amount of Six Hundred Fifteen Thousand Sixty-Three and 00/100 Dollars (\$615,063).

3.2 The annual contract amount shall be paid by the Town to JES in quarterly installments in accordance with the following schedule:

Date of Payment	Payment Amount
February 1, 2023	\$153,765.75
May 1, 2023	\$153,765.75
August 1, 2023	\$153,765.75
November 1, 2023	\$153,765.75

3.3 The annual contracted amount payable to JES by the Town for calendar year 2022 shall be reduced by the amount of the credit provided in Section 4.5 below.

3.4 JES shall, at the request of the Town, provide audited financial reports for JES, at JES's expense, and if requested by the Town, the Town may, at its own expense, cause an audit to be performed to verify any financial report provided by JES, or in the event of the failure of JES to provide audited financial reports within 120 days of the Town's request therefore, the Town may cause an audit of the books and records of JES, and deduct the cost of same from any amounts due or owing to JES under this Agreement or any future Agreement.

4. BILLING AND COLLECTIONS

4.1 The Town has established a schedule of user fees to be imposed upon and charged to persons receiving the emergency medical and transportation services described herein.

4.2 JES shall generate billing statements reflecting the total charges due under the Town's fee schedule for emergency medical and/or transportation services provided on behalf of an individual. Such billing statements shall be issued to the person and/or entity financially responsible for such charges, including as appropriate the individual receiving such services, a parent and/or guardian, a private health insurer, and/or Medicare, Medicaid, or other public benefits program.

4.3 All payments collected by or on behalf of JES with respect to emergency medical and/or transportation services performed during the term of this Agreement shall be remitted to the Town at the end of each month, together with a statement itemizing (i) the amounts for services billed in the preceding month, (ii) the amounts for services collected in the preceding month, and (iii) the outstanding amounts receivable to date for services billed but not yet paid.

4.4 JES may contract with a third party to provide the billing and collection services required under this Agreement.

4.5 The amount of any credit applied against the annual contract amount shall be paid by the Town to JES at the termination of the contract to the extent not previously repaid.

4.6 If, at the end of any fiscal year, the combined amounts collected by the Town in taxes and/or billing revenue exceed the annual contract amount set forth in Section 3 such surplus amounts shall be held and maintained in reserve by the Town. Amounts held in reserve shall be used exclusively for the purpose of (i) covering future deficiencies between projected billing revenues and the amount of billing revenues actually collected, and/or (ii) purchasing or repairing vehicles, equipment, or other capital items used by JES in providing services.

4.7 If, at the end of any fiscal year, the combined amounts collected by the Town in taxes and/or billing revenue are less than the annual contract amount set forth in Section 3, the remaining balance on the contract amount due JES shall be carried over and added to the base contract amount due for the next succeeding calendar year.

4.8 JES and/or a third-party billing and collection service retained on its behalf shall undertake reasonable collection efforts to obtain payment on any unpaid accounts receivable but shall not be obligated to initiate any claim or lawsuit. The Town may, in its discretion and at its sole cost and expense, initiate a claim or lawsuit to recover any unpaid amounts due and owing from any individual or entity with respect to services provided by JES under this Agreement.

4.9 The amounts due JES under this Agreement shall be a District, and not a Town, charge, payable solely from revenues raised by the taxation of the District.

5. INSURANCE

JES shall procure and maintain during the term of this Agreement liability insurance with limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 in excess/umbrella coverage. JES shall also procure and maintain during the term of

this Agreement commercial and/or business vehicle insurance on all vehicles with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 in excess/umbrella coverage, and which shall include owned, non-owned, leased and hired vehicles. JES shall keep and maintain statutory workers compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors. JES shall have the Town named as additional insured on a primary, non-contributory basis, on the insurance policies noted above and shall present the Town with certificates of insurance reflecting such coverage. JES acknowledges that the foregoing insurance is intended not only to benefit the Town, but also the Town's current insurance carrier and any future insurance carrier of the Town.

6. NO EMPLOYMENT AND MAINTENANCE

JES and the Town agree that JES is acting as a vendor and independent contractor with respect to the provision of the services described in this Agreement, and nothing herein shall be deemed to create an employment relationship between the Town and JES or its employees/volunteers. JES shall keep and maintain all of its vehicles and equipment in good and working order to perform the services to be provided by JES hereunder.

7. TERMINATION

7.1 This Agreement may be terminated:

a. By either upon at least sixty (60) days written notice of its intent to terminate the contract at the expiration of the then-current term; or

b. By either party in the event of a material breach or failure to perform hereunder on the part of the other, provided that such breach or failure to perform is not cured within thirty (30) days after delivery of written notice to the party in default. A "material breach" as set forth above shall include but not be limited to: (a) failure by JES to keep and maintain any required license(s), training and/or insurance required under this Agreement; (b) failure by the Town to pay, within fifteen days of when due, any amounts to be paid to JES hereunder; (c) failure by JES to respond to calls for service in the Town to be supplied by JES pursuant to this Agreement; (d) any other failure by either party to perform any obligation pursuant to this Agreement.

7.2 Upon expiration or termination of the Agreement, JES shall have no further liability or responsibility for providing services under this Agreement. In the event that all amounts due to JES from the Town as of the date of termination have been duly paid, the Town shall be entitled to a pro rata refund of any excess portion of any quarterly payment made. Any billing revenue received by or on behalf of JES after the date of termination, and which are attributable to services performed prior to the date of termination, shall be remitted to the Town.

8. NOTICES

All notices given pursuant to this Agreement shall be in writing and addressed to the party as set forth on the first page of this Agreement (or such other address as either party may from

time to time designate by written notice). Any such notice shall be effective as of the date it is delivered.

9. INDEMNIFICATION

To the fullest extent permitted by law, JES shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the JES, its employees, officers, directors, members, agents or subcontractors in connection with any work or services performed by JES pursuant to this Agreement. JES waives the right of subrogation against the Town for any claim under this Agreement.

10. ASSIGNMENT

Neither party shall assign any of the rights and obligations hereunder without the prior written consent of the other party.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York. Any action or proceeding arising from or relating to this Agreement shall be brought in the New York Supreme Court, Warren County.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between The Town and JES and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by each party.

13. SAVINGS CLAUSE

If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

**THIS SPACE INTENTIONALLY LEFT BLANK
THE NEXT PAGE IS THE SIGNATURE PAGE**

IN WITNESSETH WHEREOF, the parties have set their respective hands as of the date and year first above written.

TOWN OF JOHNSBURG

By: _____

Name:

Title:

JOHNSBURG EMERGENCY SQUAD, INC.

By: _____

Name:

Title:

old

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made the 1st day of January, 2023, by and between the **TOWN OF JOHNSBURG, NEW YORK**, a municipal corporation with its principal place of business at 219 Main Street, North Creek, New York 12853 (hereinafter "Town") and **JOHNSBURG EMERGENCY SQUAD, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York and maintaining a principal place of business at 624 Peaceful Valley Road, North Creek, New York 12853 (hereinafter "JES").

WITNESSETH:

WHEREAS, pursuant to Article 12-a of the Town Law, the Town has duly established and created an ambulance district within the Town known as "Ambulance District No. 1 of the Town of Johnsburg" (hereinafter "District"); and

WHEREAS, JES is a not-for-profit corporation which provides prehospital emergency medical treatment, including basic life support and advanced life support, and transportation for sick or injured persons; and

WHEREAS, pursuant to its authority under Town Law § 198(10-f), the Town entered into a contract with JES dated as of January 1st, 2015 for the provision of ambulance services to residents of the District and other persons situated therein and in need of such services for the term of January 1, 2022 through December 31, 2022; and

WHEREAS, the Town and JES desire to enter into this Amended Agreement in order to modify certain of the terms and conditions set forth in their prior Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Town and JES mutually agree as follows:

1. TERM

1.1 The term of this Amended Agreement shall be for a period of one year commencing on January 1, 2023 and terminating December 31, 2023, unless sooner terminated as herein provided.

1.2 This Agreement shall automatically renew for successive one (1) year periods unless terminated by either party upon written notice provided at least sixty (60) days prior to the expiration of the then-current term, provided that the amounts to be paid to JES pursuant to paragraph 3 shall be subject to the Town's annual budgeting process.

2. SERVICES TO BE PROVIDED

2.1 JES will provide basic and advanced life support emergency medical and transportation services to sick or injured persons residing in and/or located within the District in accordance with the regulations and requirements of the New York State Department of Health,

Bureau of Emergency Medical Services and/or the applicable Regional Emergency Medical Service Council.

2.2 The Town recognizes that in some cases, only basic life support may be available or apparently necessary based upon the information available. The Town also acknowledges that on some occasions no ambulance may be available due to JES's lack of vehicles and/or personnel to respond to all emergencies for which it has contracted to provide services. The obligation of JES to provide the services described herein shall be subject to, and limited by, the reasonable availability of JES's personnel, equipment, and other resources. As between the Town and JES, but not JES and any third party claims, the Town releases JES from any failure on the part of JES to provide services on occasions when such resources are temporarily unavailable.

2.3 JES shall maintain and hold all required certifications from the New York State Department of Health, Bureau of Emergency Medical Services and/or the applicable Regional Emergency Medical Service Council necessary for JES to operate advanced life support service in the Town and to provide the services under this Agreement, and a loss or suspension of such certifications shall be deemed a material breach of this Agreement by JES.

3. COMPENSATION

3.1 In consideration of the ambulance services provided, the Town shall annually pay to JES the amount of Six Hundred Fifteen Thousand Sixty Three and 00/100 Dollars (\$615,063).

3.2 The annual contract amount shall be paid by the Town to JES in quarterly installments in accordance with the following schedule:

Date of Payment	Payment Amount
February 1, 2023	\$153,765.75
May 1, 2023	\$153,765.75
August 1, 2023	\$153,765.75
November 1, 2023	\$153,765.75

3.3 The annual contracted amount payable to JES by the Town for calendar year 2022 shall be reduced by the amount of the credit provided in Section 4.5 below.

3.4 JES shall, at the request of the Town, provide audited financial reports for JES, at JES's expense, and if requested by the Town, the Town may, at its own expense, cause an audit to be performed to verify any financial report provided by JES, or in the event of the failure of JES to provide audited financial reports within 120 days of the Town's request therefore, the Town may cause an audit of the books and records of JES, and deduct the cost of same from any amounts due or owing to JES under this Agreement or any future Agreement.

4. BILLING AND COLLECTIONS

4.1 The Town has established a schedule of user fees to be imposed upon and charged to persons receiving the emergency medical and transportation services described herein.

4.2 JES shall generate billing statements reflecting the total charges due under the Town's fee schedule for emergency medical and/or transportation services provided on behalf of an individual. Such billing statements shall be issued to the person and/or entity financially responsible for such charges, including as appropriate the individual receiving such services, a parent and/or guardian, a private health insurer, and/or Medicare, Medicaid, or other public benefits program.

4.3 All payments collected by or on behalf of JES with respect to emergency medical and/or transportation services performed during the term of this Agreement shall be remitted to the Town at the end of each month, together with a statement itemizing (i) the amounts for services billed in the preceding month, (ii) the amounts for services collected in the preceding month, and (iii) the outstanding amounts receivable to date for services billed but not yet paid.

4.4 JES may contract with a third party to provide the billing and collection services required under this Agreement.

~~4.5 It is anticipated that during the term of this Agreement JES will receive payments attributable to emergency medical and/or transportation services performed prior to the terms of the original agreement, dated January 1st, 2015, (i.e., payments received in 2022 for services performed in 2014). The Town shall receive a credit against the annual contract amount set forth in Section 3 above in an amount equal to the payments actually collected by JES in 2022 which are attributable to services performed by JES prior to January 1st, 2015.~~

~~4.56 The amount of any credit applied against the annual contract amount as provided in Section 4.5 above shall be paid by the Town to JES at the termination of the contract to the extent not previously repaid.~~

~~4.67 If, at the end of any fiscal year2022, the combined amounts collected by the Town in taxes and/or billing revenue exceed the annual contract amount set forth in Section 3, net of any credit provided in Section 4.5, such surplus amounts shall be held and maintained in reserve by the Town. Amounts held in reserve shall be used exclusively for the purpose of (i) repaying to JES, in whole or in part, the amount of the credit provided in Section 4.5, (ii) covering future deficiencies between projected billing revenues and the amount of billing revenues actually collected, and/or (iii) purchasing or repairing vehicles, equipment, or other capital items used by JES in providing services.~~

~~4.78 If, at the end of 2022any fiscal year, the combined amounts collected by the Town in taxes and/or billing revenue are less than the annual contract amount set forth in Section 3, net of any credit provided in Section 4.5, the remaining balance on the contract amount due JES shall be carried over and added to the base contract amount due for the next succeeding calendar year.~~

~~4.89 JES and/or a third-party billing and collection service retained on its behalf shall undertake reasonable collection efforts to obtain payment on any unpaid accounts receivable but shall not be obligated to initiate any claim or lawsuit. The Town may, in its discretion and at its~~

sole cost and expense, initiate a claim or lawsuit to recover any unpaid amounts due and owing from any individual or entity with respect to services provided by JES under this Agreement.

4.940 The amounts due JES under this Agreement shall be a District, and not a Town, charge, payable solely from revenues raised by the taxation of the District.

5. INSURANCE

JES shall procure and maintain during the term of this Agreement liability insurance with limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 in excess/umbrella coverage. JES shall also procure and maintain during the term of this Agreement commercial and/or business vehicle insurance on all vehicles with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 in excess/umbrella coverage, and which shall include owned, non-owned, leased and hired vehicles. JES shall keep and maintain statutory workers compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors. JES shall have the Town named as additional insured on a primary, non-contributory basis, on the insurance policies noted above and shall present the Town with certificates of insurance reflecting such coverage. JES acknowledges that the foregoing insurance is intended not only to benefit the Town, but also the Town's current insurance carrier and any future insurance carrier of the Town.

6. NO EMPLOYMENT AND MAINTENANCE

JES and the Town agree that JES is acting as a vendor and independent contractor with respect to the provision of the services described in this Agreement, and nothing herein shall be deemed to create an employment relationship between the Town and JES or its employees/volunteers. JES shall keep and maintain all of its vehicles and equipment in good and working order to perform the services to be provided by JES hereunder.

7. TERMINATION

7.1 This Agreement may be terminated:

a. By either upon at least sixty (60) days written notice of its intent to terminate the contract at the expiration of the then-current term; or

b. By either party in the event of a material breach or failure to perform hereunder on the part of the other, provided that such breach or failure to perform is not cured within thirty (30) days after delivery of written notice to the party in default. A "material breach" as set forth above shall include but not be limited to: (a) failure by JES to keep and maintain any required license(s), training and/or insurance required under this Agreement; (b) failure by the Town to pay, within fifteen days of when due, any amounts to be paid to JES hereunder; (c) failure by JES to respond to calls for service in the Town to be supplied by JES pursuant to this Agreement; (d) any other failure by either party to perform any obligation pursuant to this Agreement.

7.2 Upon expiration or termination of the Agreement, JES shall have no further liability or responsibility for providing services under this Agreement. In the event that all amounts due to JES from the Town as of the date of termination have been duly paid, the Town shall be entitled to a pro rata refund of any excess portion of any quarterly payment made. Any billing revenue received by or on behalf of JES after the date of termination, and which are attributable to services performed prior to the date of termination, shall be remitted to the Town.

8. NOTICES

All notices given pursuant to this Agreement shall be in writing and addressed to the party as set forth on the first page of this Agreement (or such other address as either party may from time to time designate by written notice). Any such notice shall be effective as of the date it is delivered.

9. INDEMNIFICATION

To the fullest extent permitted by law, JES shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the JES, its employees, officers, directors, members, agents or subcontractors in connection with any work or services performed by JES pursuant to this Agreement. JES waives the right of subrogation against the Town for any claim under this Agreement.

10. ASSIGNMENT

Neither party shall assign any of the rights and obligations hereunder without the prior written consent of the other party.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York. Any action or proceeding arising from or relating to this Agreement shall be brought in the New York Supreme Court, Warren County.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between The Town and JES and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by each party.

13. SAVINGS CLAUSE

If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

**THIS SPACE INTENTIONALLY LEFT BLANK
THE NEXT PAGE IS THE SIGNATURE PAGE**

IN WITNESSETH WHEREOF, the parties have set their respective hands as of the date and year first above written.

TOWN OF JOHNSBURG

By: _____

Name:

Title:

JOHNSBURG EMERGENCY SQUAD, INC.

By: _____

Name:

Title:

NOTICE OF FEDERAL INTEREST

On JULY 8, 2021, the U.S. Department of Commerce, Economic Development Administration (“EDA”) awarded a grant in the amount of \$285,600 to the TOWN OF JOHNSBRUG (EDA Project No. 01-79-15123) (the “Award”) to support the NORTH CREEK SKI BOWL DISASTER RESILIENCY PROJECT, located on the property described in Exhibit A to this Notice (the “Property”). The scope of work supported by the Award included the design and construction of stormwater management improvements to reduce the likelihood of road washouts from severe storm events along Ski Bowl Road which serves as an entrance to tourist destinations Gore Mountain and Ski Bowl Park, and the Town's Solid Waste Transfer Station. Work includes reconstruction of stormwater channels; replacement and installation of culverts.

The Terms and Conditions of the Award and EDA regulations impose conditions on use of the Property and provide for a continuing Federal interest in the property during the Useful Life of the improvements funded by the Award, which EDA has determined to be 20 years from the date of award. Specifically, the property may not be (1) used for any purpose inconsistent with the purpose of the Award or EDA regulations at 13 C.F.R. part 314; (2) mortgaged or otherwise used as collateral without the written permission of EDA; or (3) sold or transferred to another party without the written permission of EDA, provided, however, that the Award authorizes lease of the property for uses consistent with the purpose of the Award. These conditions are in accordance with the EDA regulations at 13 C.F.R. part 314, the Specific Award Conditions applicable to the Award, and the EDA Standard Terms and Conditions for Construction Projects dated March 22, 2021. These grant conditions and requirements cannot be nullified or voided through a transfer of ownership.

Notice of any proposed change in usage or ownership of the Property must be provided to the Regional Director, Philadelphia Regional Office, Economic Development Administration, 900 Market Street, Room 602, Philadelphia, PA 19107.

This Notice is provided by TOWN OF JOHNSBURG through its undersigned representative.

Signature: _____

Name: Andrea Hogan

Title: Town Supervisor

Date: _____

EXHIBIT A

[Property Description]

Resolution # _____

**EXECUTION OF FEDERAL INTEREST NOTICE IN REGARDS TO GRANT
AWARDED BY ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FOR THE
NORTH CREEK SKI BOWL DISASTER RESILIENCY PROJECT**

WHEREAS, On July 8, 2021 the US Department of Commerce, Economic Development Administration (EDA) awarded a grant of \$285,600 to the Town of Johnsbury, EDA Project No. 01-79-15123 (the "Award"); and

WHEREAS, the terms and conditions of that Award and EDA imposed conditions on the use of the property for which the Award has been granted; and

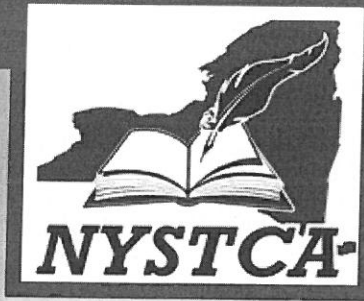
WHEREAS, said terms and conditions provide for a continuing Federal interest in the property which the EDA has determined to be twenty (20) years from the date of the Award; and

WHEREAS, such terms and conditions are in accordance with EDA regulations and 13 C.F.R. part 314 and the EDA Standard Terms and Conditions for Construction Projects dated March 22, 2021.

NOW THEREFORE IT BE RESOLVED, that the Town of Johnsbury will execute or cause to be executed the Notice of Federal Interest in form attached.

Whereupon this Resolution was put to a vote, recorded as follows:

Ayes _____ Nays _____ Recusals _____

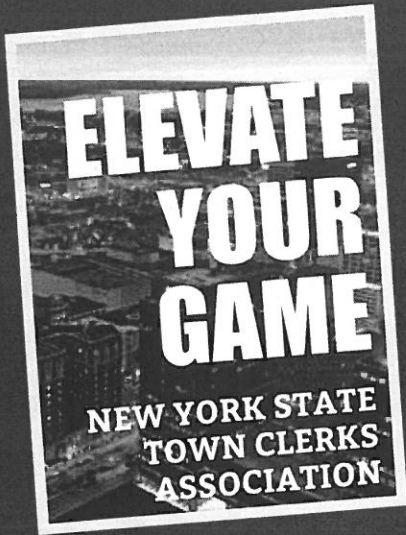


Elevate Your Game

41ST ANNUAL
NEW YORK STATE
TOWN CLERKS
ASSOCIATION
CONFERENCE

Photo Courtesy of Visit Syracuse

MARRIOTT SYRACUSE DOWNTOWN – SYRACUSE, NY
APRIL 23-26, 2023



Join Us

**DOWNTOWN MARRIOTT
100 EAST ONONDAGA STREET,
SYRACUSE, NEW YORK, USA, 13202**



Dear Fellow Town Clerks:

I am pleased to invite you to our 41st Annual New York State Town Clerks Association Conference to be held at the Marriott Syracuse

Downtown April 23-26, 2023. Your officers and directors have planned great events and education sessions and we are looking forward to seeing you all.

Our annual conference is the only conference designed specifically for the education and professional development of Town Clerks and their Deputies with a goal of helping you be the best New York State Town Clerk you can be. We want you to have the most up-to-date information and be well equipped in your daily tasks. There will be sessions with State agencies that we deal with frequently, topical speakers during breakout sessions, vendor specialty classes and one-of-a-kind offerings. There will be classes for new clerks as well as seasoned clerks. I don't think I've ever heard anyone say they didn't learn something new at conference.

You'll be greeted Sunday afternoon at registration and feel welcome immediately. Take time to get to know our vendors during the *Vendor Blender*. If you are a first-time attendee, there will be an orientation session Sunday afternoon to prepare you for navigating your first conference.

Join us for a Heroes and Villains themed Sunday Night Dinner/Mixer. I all know that Town Clerks are heroes! Come as

yourself or as your favorite hero or villain. You might choose to dress up as your favorite hero from your childhood or decide it's more fun to be a current-day villain! Or get a group of fellow clerks together and be all the characters of a cartoon, comic, movie or TV show. Anything goes! There will be music of course and a Syracuse/Central New York themed dinner.

If you would rather not go out for dinner on your own Monday night, join us at the hotel for our Mystery Theater and dinner event. It's just a guess, but I'm willing to bet there's a villain involved!

I'm hoping that we will be announcing a Town Clerk of the Year this year. If you know a deserving clerk you would like to nominate, please see the information and guidance in this booklet and on our website.

As you look through this booklet, you'll find more information on the many conference events. Included is the NYSTCA registration form and the hotel registration form for the Marriott Syracuse Downtown. You can choose to register online or by mail. Please note the specific instructions on each form.

Don't miss this opportunity to reconnect with old friends and make new ones while honing your Town Clerk skills and knowledge. Networking is a valuable benefit of this wonderful organization and this a great opportunity to add to your network.

Feel free to contact me if you have any questions. I look forward to seeing you in the Salt City!

Take good care,
Bambi L. Avery
Bambi L. Avery, RMC MMC
NYSTCA President

REGISTRATION

NYSTCA Clerks, Deputies, Guests

Registration Fee

Members..... \$125

One Day Registration..... \$90

Non-Member \$225

**Registration Deadline
April 15th 2023**

On-line Registration at

www.NYSTCA.Com, and click the "NYSTCA 2023 annual conference" link on the home page or look under the continuing education tab.

Or you can complete the conference registration form and mail with your check payable to NYSTCA to:

Patricia Kalba,
Registration Chair,
335 Route 202,
Somers, NY 10589.

Registration forms will not be accepted without payment. A confirmation email will be mailed to you when your registration is received.

ACCOMODATIONS

Marriott Syracuse Downtown
100 East Onondaga Street
Syracuse, New York 13202
(315) 474-2424

SCHEDULE OF EVENTS



SUNDAY, APRIL 23

3:00 - 4:30 **FIRST TIME ATTENDEES** - Please come and find out what NYSTCA and this Conference is all about!

3:00-5:00 **OPENING RECEPTION & VENDOR BLENDER** - Mix and Mingle with Clerks and Vendors while relaxing with a snack and cocktail before dinner.

6:30-9:30 **DINNER** - Join us for the Sunday night mixer where we can all be heroes...or villains, your choice! Are you naughty like Catwoman, Ursula from the Little Mermaid or Agatha Trunchbull from Matilda? Are you good like Wonder Woman or Mulan? Don't miss this fun filled night while you dress up as your alter ego. There will be photo opportunities, food and music to dance the night away.

MONDAY, APRIL 24

8:30-10:45 **OPENING BUSINESS SESSION** - Banner parade and business meeting. Cheer for your County's banner, and participate in the Annual Business meeting

10:45-11:15 **BREAK**

11:15-12:30 **GENERAL SESSION** - Attorneys from the Association of Towns (AOT) will discuss the topics they are hearing around the State and make time to answer your questions too.

12:30-1:30 **LUNCH & NETWORKING WITH SPONSORS**

1:30-2:45 **FREEDOM OF INFORMATION (FOIL)** - Join Kristin O'Neil from the New York State Department on Open Government for an update of recent developments and changes in Open Meetings Law.



STRATEGIC GOAL SETTING - Turn your aspirations into accomplishments by learning how to set, prioritize and achieve goals. Presented by Pryor Learning

INTERNAL CONTROLS - Join CPA, Leslie Richard to review the New York State Comptroller's Office most recent guidance on best practices and recommendations.

NEW YORK STATE ASSESSORS - Warren Wheeler Executive Director, NYSAA will talk about the connection between the Town Clerks Office and the Assessors Association.

3:15-4:30 **MARRIAGE** - Gary Martinez of the NYS Department of Health, Registration Unit, will provide an overview of new laws. These sessions often contain a lively discussion. Bring your questions and get answers!



EFFECTIVE TECHNIQUES FOR DEALING WITH DIFFICULT CUSTOMERS - Pryor Learning will discuss how to resolve complaints quickly, gain greater customer satisfaction and end every encounter on a positive note!

INTRODUCTION FOR RECORDS MANAGERS - Presented by the New York State Archives! A must attend for new clerks.

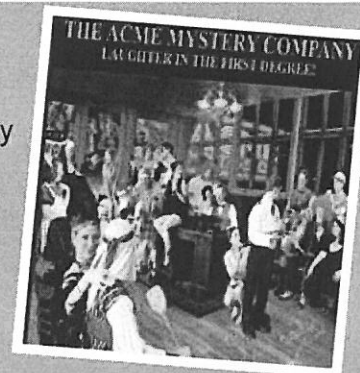
MUNICIPAL ETHICS - Sarah Brancatella, Associate Counsel from The Association of Town, will cover conflicts of interest, gifts, and other areas of interest to keep you and your town on the straight and narrow.

7:30 p.m. **Monday Night Event**

Based out of Syracuse, ACME Mystery Company provides interactive comedies in a murder mystery format. Their shows play on two levels; they are extremely funny and fun to watch but there also is a very real mystery which each audience member gets the chance to solve. The Acme Mystery Company has been entertaining audiences in the Northeast since 1997.

The cost for this event is \$55.00, which includes dinner.

See registration form to register.





SCHEDULE OF EVENTS

TUESDAY, APRIL 25

9:00-10:30 **TURNING UP THE VOLUME ON COMMUNICATIONS** - Town Clerks are at the center of communications with their residents and who clerks are to their communities has evolved rapidly over the past few years. Join Manlius Town Clerk, Allison Weber along with her Town Supervisor, John Deer and Deputy Town Manager, Kayandra Blythe as they share their experiences and lessons learned in the recent broad-based communications upgrade they recently spearheaded.

10:30-11:00 **BREAK**

11:45-12:15 **BEST PRACTICES PREPARING CLERK MINUTES** - A must for new Clerks - Former NYSTCA President Cindy Goliber shares the ins and outs!



DEC UPDATE - Kevin Maloney will share with us what DEC has up its sleeve for NEXT year!

BONDING - Syracuse Attorney and bond counsel Paul Reichel will share with us why there is so much paper when we do bonding and teach you what you need to know.

RETIREMENT REPORTING - Marsha Miles from The New York State and Local Retirement System NYSLRS will be reviewing the Clerks role in reporting Elected and Appointed Officials time and help you understand your responsibilities.



12:15-1:30 **LUNCH & NETWORKING WITH SPONSORS**

1:30-2:45 **CLERK BASICS** - Another must for new Clerks with Former NYSTCA President Cindy Goliber will update us on the tricks of the trade and offer some veteran insights on tackling this complex job.

CYBER AWARENESS - Representatives from the New York State Insurance Reciprocal NYMIR will provide updates on the latest developments in the growing threat from cyber-crime and how to protect your town.



DEATH & BIRTHS - Gary Martinez of NY Dept. of Health will lead a class on the preparation and filing of birth and death certificates.

NOTARY - Notary expert, Al Piombino, will review new laws for 2023 and help you to hone your notarial skills.

2:45-3:15 **BREAK**

3:15-4:30 **WORKERS COMPENSATION FOR MUNICIPALITIES** - Champion Sponsor, CompAlliance will present on everything you need to know to minimize risk for your town in the current environment.

ARCHIVES THE LATEST - Michael Martin from the New York State Archives will answer all your questions on LGS01 as well as present on recent developments in state law and new procedures.

GAMING - Wondering what the latest developments are with the NY Gaming Commission? Attend this session to catch up.

WEDNESDAY, APRIL 26

9:00-10:30 **GENERAL SESSION** - The not to be missed closing session will feature a keynote presentation by award-winning author and international speaker, Andy Masters, MA, CSP. His latest book is titled "Things LEADERS Say: A Daily Guide to Help Every Leader Empower & Inspire". Andy has been featured on the Lifetime Television network, PBS, Investor's Business Daily, and Leadership Excellence magazine.

New York State Town Clerks Association 2023 CONFERENCE REGISTRATION FORM

MARRIOTT SYRACUSE DOWNTOWN – SYRACUSE, NY APRIL 23-26, 2023

On-line Registration at www.NYSTCA.Com

Click the "NYSTCA 2023 annual conference" link on the home page or look under the continuing education tab.

MAIL IN INSTRUCTIONS:

1. COMPLETE ALL AREAS – please include your email address
2. ONLY ONE REGISTRANT PER FORM
3. SUBMIT REGISTRATION FORM AND CHECK (payable to NYSTCA) TOGETHER before 4/15/23

ATTENDEE INFORMATION

LAST NAME Comstock FIRST NAME Jean
TOWN Johnsburg PHONE 518-251-2421 x3
EMAIL ADDRESS jean.cerk@johnsburgny.com (confirmation of receipt of registration will be emailed to you)
YOUR TITLE: CLERK DEPUTY _____ GUEST _____
CHECK ALL THAT APPLY: NEW CLERK _____ NEW DEPUTY _____ FIRST CONFERENCE _____

My payment is enclosed or My payment was previously submitted

ALL REGISTRANTS MUST CHOOSE ONE:

- MEMBER CLERK/DEPUTY \$125.00 (Non-Member \$225) . \$ _____
 ONE DAY REGISTRATION MEMBER \$90.00 (NON MEMBER \$165.00) \$ _____
 COMPLIMENTARY REGISTRATION: Spouses/Guest. \$ _____ NC _____
Registration Subtotal \$ _____

HOTEL GUEST (MUST REGISTER SEPARATELY WITH HOTEL BEFORE 03/24/23) or COMMUTER. CHECK ONE:

HOTEL GUEST _____ (meals included in hotel package) OR COMMUTER _____ (**purchase meals through NYSTCA)
PLEASE SPECIFY: ARRIVAL DATE: 4/23/23 DEPARTURE DATE: 4/26/23
(Sun 4/23, Mon 4/24, Tues 4/25, Wed 4/26 CHECK IN TIME IS 4:00 PM CHECK OUT TIME IS NOON)

EXTRAS AND MEALS:

Monday Night Mystery Dinner Theater \$55.00 \$ _____

**COMMUTERS AND ANYONE WISHING TO PURCHASE ADDITIONAL MEALS NOT INCLUDED IN HOTEL PACKAGE:

Sun. Kick-off Dinner Buffet/Mixer _____ @ \$49.00 each \$ _____
Mon. Breakfast _____ @ \$27.00 ea. Lunch _____ @ \$38.00 ea. \$ _____
Tues. Breakfast _____ @ \$27.00 ea. Lunch _____ @ \$38.00 ea. Banquet _____ @ \$62.00 ea. \$ _____
Wed. Breakfast _____ @ \$27.00 ea. Lunch _____ @ \$38.00 ea. \$ _____

(ALL applicable lines) REMIT CHECK PAYABLE TO NYSTCA \$ _____

PLEASE NOTE ANY SPECIAL DIETARY REQUIREMENTS OR SPECIFIC ALLERGIES:

MAIL CONFERENCE REGISTRATION FORM AND CHECK PAYABLE TO NYSTCA to:

Patricia Kalba, Town of Somers, 335 Route 202, Somers, New York 10589

Email questions to: registration@nystca.com – a response will be returned to you within 72 hours, or

call Patty at 914-277-3323 (office) 914-447-6143 (cell; voice or text)

41st Annual New York State Town Clerk's April 22nd to April 25th 2023 HOTEL REGISTRATION FORM

To make your reservation, please submit this completed form to the address or fax below:
ONE FORM PER RESERVATION (PLEASE DO NOT SEND MULTIPLE FORMS FOR ONE ROOM)

Marriott Syracuse Downtown Attention: Ginny Miner/Tori Cook

100 East Onondaga Street, Syracuse, NY 13202

Fax: 315-424-6093

Phone: 315-474-2424

Questions on Reservations Ext 5620

Questions on Billing Ext 5203

FORM MUST BE RECEIVED BY HOTEL NO LATER THAN March 31st, 2023

Check in Time Starts at 4:00 PM as rooms become available

Check out Time is 12:00 PM

Please check the desired package below:

Three Night Package Arriving Sunday
Check In 4-23-23 Check out 4-26-23
3 Nights Room Accommodations
3 Breakfasts
3 Lunches and 2 Dinners
Self-Parking in Marriott Garage
and Wi Fi
Service Charge Included
Package price does not include tax
 \$ 810.00 ONE Person Package
 \$ 1149.00 TWO Person Package
 \$ 1472.00 THREE Person Pkg
 \$ 1795.00 FOUR Person Pkg

Two Night Package Arriving Sunday
Check In 4-23-23 Check out 4-25-23
2 Nights Room Accommodations
2 Breakfasts
2 Lunches and 1 Dinner
Self-Parking in Marriott Garage
and Wi Fi
Service Charge Included
Package price does not include tax
 \$ 543.00 ONE Person Package
 \$ 774.00 TWO Person Package
 \$ 962.00 THREE Person Package
 \$ 1151.00 FOUR Person Pkg

Two Night Package Arriving Monday
Check In 4-24-23 Check out 4-26-23
2 Nights Room Accommodations
2 Breakfasts
2 Lunches and 1 Dinner
Self-Parking in Marriott Garage
and Wi Fi
Service Charge Included
Package price does not include tax
 \$ 543.00 ONE Person Package
 \$ 774.00 TWO Person Package
 \$ 962.00 THREE Person Package
 \$ 1151.00 FOUR Person Pkg

Primary Guest Name: Jean M. Comstock

Roommate Name: _____

Address/City/State/Zip 219 Main Street, North Creek, NY 12853

Email Address townclerk@johnsburgny.com Phone Number 518-251-2421 x3

All Reservations must be guaranteed by Credit Card or Advance Payment by Organization Check (Personal checks not accepted)
Credit cards will be charged in full at time of reservation. Reservations may be cancelled no later than 48 hours prior to arrival
Cancellations after this time will result in forfeiture of advanced payment.

Town Vouchers will not be accepted after March 24th. Vouchers will not be accepted at check in.

An invoice will be mailed upon receipt of voucher. Full payment must be received prior to arrival date to guarantee the reservation.

Tax Exempt status will be honored with proper documentation via NYS Form ST 119.1 or NYS Letter of Exemption. Please note that due to the restrictions of these forms, payment must be made directly by your organization. Payment by personal credit card will not allow tax exemption. Exemption forms must be submitted along with this reservation form.

PAYMENT INFORMATION

Town Voucher and Tax Exempt Form Enclosed **OR** Please charge Organization Credit Card Below

Organization Name on the Credit Card _____

Cardholder Name _____ Phone Number _____

Exp Date on Card _____ Credit Card Number _____

Cardholder Signature _____

LIBRARY DIRECTORS REPORT
March 1, 2023

Statistics for February 2023

Building Statistics

- Visits: 425 for being open 95.5 hours.
- Reference questions: 38
- Meetings (not associated with the library): 6
- Notary: 8

-Ratio of Visits/Hours: 4.45

Circulation Statistics

- Items circulated Check Outs: 938
- Holds placed: 207

Collections & Materials

I ordered:

- 8 DVDs: \$197.42, 28 Books: \$472.66, and 1 Large Type Book: \$31.19.

Finance

- Revenues to Account: **\$8,247.45** (Charges for Service: \$247.45; Grant: \$1,500.00, \$6,500.00 Endowment)
- Equipment: **\$123.52** (Window Treatments)

Grants:

- I applied for the Dollar General Summer Reading Grant for the Summer Reading Program in the amount of \$1,300.00.

Programs

45 participants in total

- 2 Story Hour programs for early literacy with a target audience aged 0-5: 11 participated.
- 1 Trivia Night for a target audience aged General Interest: 10 participated.
- 1 Book Club program for adult literacy for a target audience aged 19+: 3 participated.
- 2 STEM programs for a target audience aged 6-11(Warren County 4-H co-sponsored): 18 participated.

Staff & Volunteers

Employees:

- Serenity worked during Presidents week and on Saturdays; Judy Stafford is still out due to health problems. Lauren isn't taking hours even when offered; she says she will be moving to go live in Tupper Lake at the end of March.

Volunteers:

- For December, we had five volunteers, with a total volunteer time of 27.75 hours.

Technology

• Wi-Fi Stats:

- Unique clients: 97
- Average # of clients per day: 9
- Average usage per client: 463 MB
- Total data transferred: 43.86 GB
- Entire data downloaded: 36.49 GB
- Entire data uploaded: 7.37 GB
 - Computer Usage: 27

LIBRARY DIRECTORS REPORT
March 1, 2023

Community Outreach:

- Scheduled two programs with Warren County Cornell Cooperative Extension.

Concerns for Trustees

- Annual Report- extension due tomorrow.
 - Board of Trustees – Annual Education Hours
 - Board of Trustees – Term dates.

Carrie Mason
Library Director
Town of Johnsbury Library

**Town of Johnsburg Historian
November-December 2022
Report to Town Board**

<u>Numerical Report</u>	<u>Bi-Month</u>	<u>Year</u>
Office Visitors:	2	5
Inquiries:	5	45
Municipal meetings attended: (Town)	4	22
Exhibits:	1	2
School Classroom Lectures/Presentations:	0	0

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. At our Warren County Municipal Historians' meeting John Berry, Queensbury Historian, was approved as the leader and he provided names of Revolutionary soldiers who are buried in each town. Each municipal historian will be asking our municipality to approve a resolution about the 250th. I will be submitting this soon.

Historical Publications & Exhibits:

Historical Events/Celebrations:

Historical Preservation Projects:

Cemeteries: This spring, I presented a list of cemeteries and burial sites in the Town of Johnsburg to the Town Board and discussed some concerns about them, especially the need for a fence at the north end of the Wevertown Cemetery. Nothing was decided but Supervisor Andrea Hogan and I met via Zoom on June 3rd and talked about the possibilities at the Wevertown Cemetery. We will continue to discuss, research, review the NYS cemetery law, and bring suggestions forward about this cemetery. The last burial there was 1936. This cemetery has someone from the American Revolution, War of 1812, Civil War, and WWI buried there. This may be a focus for the 250th anniversary of the Revolution, since Johnsburg did not exist and to my knowledge no Revolutionary activities took place here. There are four Revolutionary soldiers buried in the town. *Continuing.*

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. The key members of the Johnsburg Cemetery Volunteers are me, Sharon & Ken Hammond, Ron & Kathy Allen, and Iva Loomis. We have ordered and received the tripod approved by the town and will begin work again in the spring of 2023.

I have talked with Peter Olesheski, and we plan to meet about the cemeteries. Also, a tree fell on some headstones in the Johnsburg Methodist Cemetery and Peter notified me. One was broken and will have to be repaired if possible.

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 hopefully in 2023. *Continuing.*

**Town of Johnsburg Historian
November-December 2022
Report to Town Board**

Conferences/Workshops/Webinars Attended:

Inquiries:

November:

Evelyn Greene asked about the birth and death dates of Butler Cunningham, and his father P.J. Cunningham.

I received a call from a Mr. Rodrigo who bought property on Holland. He asked about a headstone that he found on his property that has the inscription, "Susan Mary Beth" and no dates or other information on it. I did research but found no answer to his question. In the spring, I will go to the property and find the stone. I have his permission. This is not the same as Heidi Jude Prall, who is buried on the former Prall property.

December:

Art Moffitt called me about some of his relatives that he was trying to locate. I checked a couple of items but could not help him.

Jim Williams asked about photos of any sleds that might be in the files. He has found some remnants of a sled and would like to rebuild it. I found one photo of a ski patrol sled and shared it with him.

Karl Kurka told me a story about the Colvin place on Colvin Road and asked if I had any information about it. He thinks that a family living there in the 1960s just left one day with the dishes still on the table and left their animals uncared for. I did a deed search and also suggested that he contact Butch Thissell whose grandmother grew up there.

Research/Items received from others:

Glenn Pearsall donated one of his "Echoes in These Mountains, 2nd Edition" to the Historian's office.

Candace O'Connor donated her new book, "A Gem of the Adirondacks: Garnet Lake" to the Historian's office.

Other:

I ordered books for the Historian's book collection. Will list in the Jan/Feb 2023 report.

Andrea and I met and discussed the condition of the records room and whether the records are treated properly, how to know what should be with the Town Clerk and which should be with the Historian. We also discussed the possibility of applying for a NYS Local Government Records grant. Jean Comstock and I talked about this at the beginning of the year and have been tracking the temperature and humidity in the records room. I found information on the NYS Archives website defining what records belong where. I will start with this. We also reached out to the county historian, Warren County HS records manager, Tom Lynch, and the Town of Lake George supervisor and the historian. LG town and village received a grant to improve their shared records room. I signed up for a webinar in early January.

I ordered boxes and tubes to use for reorganizing the Historian records in the Records Room.

**Town of Johnsburg Historian
November-December 2022
Report to Town Board**

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.

Update the Historian's bulletin board in the library.

I have submitted a yearly report to the Devon Lander, NYS Historian, and Stan Cianfarano, Warren County Historian.

Respectfully submitted February 16, 2023 (I apologize for the delay in filing this report.)

Deana Wood, Historian

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

Date

Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
123	Mark Smith Feb 2023/February Mileage 411 @ \$.655	A1220.4	269.21	
118	Jean Comstock Town Clerk Jan 2023/Refund of overpayment on Jan clerk report	A1255	27.50	
121	Daniel J. Smith 2/29/23/Data Collection	A1355.4	320.00	
126	Letitia Williams 21/23-2/27/23/February Mileage 102 @ \$.655	A1355.4	66.81	
131	Sun Community News 305822/Notice of PH property tax exp for vol. ff	A1410.4	41.57	
133	NYSA of Tax Collectors/Receivr 2023/Yearly membership dues	A1410.4	25.00	
130	Miller, Mannix, Schachner & February 2023/Town General	A1420.4	5,773.50	
130	Miller, Mannix, Schachner & February 2023/Assessment Matters	A1420.4	919.00	
134	W. B. Mason Co. Inc. 236297566/Paper	A1430.4	101.97	
114	Auto Saver Ford 17521/2022 Ford F350 1FDRF3860NEF13912	A1620.2	75,464.00	10540 02/22/23
128	Staples Contract & Commercial 3530633678/tissue	A1620.4	36.84	
116	National Grid 3/19/23/51552-94102 Street Lights	A5182.4	3,416.07	10542 03/03/23
132	Jennifer Zimmerman 2/23/23/Church Bells Occ Tax	A6410.4	3,000.00	
120	Grassland Equipment Corp 1330988/Ventrac SSV - sidewalk clearing eq	A7110.2	26,401.25	
135	Edmunds GovTech, Inc. 23-IN2817/4/1/23-3/31/24 IPS (zoning)	A8010.4	1,049.06	
115	CDPHP 230410020797/Billing Period 3/1/23-3/31/23	A9060.8	12,089.85	10541 02/22/23
115	CDPHP 230410012565/Billing Period 3/1/23-3/31/23	A9060.8	1,694.00	10541 02/22/23

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 2 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
117	HIGHMARK BLUE SHIELD OF NE NY 230220283865/Billing Period 3/1/23-3/31/23	A9060.8	1,250.90	10543 03/03/23
129	Joann Morehouse 2/15/23/Jonann Morehouse allotment braces	A9089.8	87.00	

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

Page 3 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
122	Lane Enterprises, Inc. 561140/Culverts	DA5112.2	3,403.84	
136	JMT of New York Inc. 3-103878/Glen Creek Bridge CHIPS	DA5112.2	3,240.00	
127	HAUN Welding Supply, Inc. 8725580/oxygen gas	DA5130.4	21.78	
127	HAUN Welding Supply, Inc. 8753351/W-300/W-400 Rose Bud	DA5130.4	215.00	
137	Summit Supply Corporation 411259A/HI-Vis winter coat	DA5142.4	101.79	
115	CDPHP 230410020797/Billing Period 3/1/23-3/31/23	DA9060.8	13,735.82	10541 02/22/23
115	CDPHP 230410012565/Billing Period 3/1/23-3/31/23	DA9060.8	2,710.40	10541 02/22/23

ABSTRACT OF AUDITED VOUCHERS

LIBRARY FUND

TOWN OF JOHNSBURG

Page 4 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
115	CDPHP 230410012565/Billing Period 3/1/23-3/31/23	L9060.8	338.80	10541 02/22/23

ABSTRACT OF AUDITED VOUCHERS

WATER DISTRICT

TOWN OF JOHNSBURG

Page 5 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
119	Brale & Noxon Warrensburg 1562-59929/Key	SW8320.4	4.58	
124	Pace Analytical Services, LLC 103.CO79521/Water Testing	SW8320.4	103.00	
125	Cedarwood Environmental Servic 12:2022-23/Contract services	SW8320.4	2,899.15	
125	Cedarwood Environmental Servic 12:2022-23/Labor	SW8320.4	2,700.00	
115	CDPHP 230410012565/Billing Period 3/1/23-3/31/23	SW9060.8	338.80	10541 02/22/23

ABSTRACT OF AUDITED VOUCHERS

TRUST AND AGENCY

TOWN OF JOHNSBURG

Page 6 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 03/07/23

NUMBER 005

TOTAL CLAIMS: \$162,365.69

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
9	Warren County Sheriff PR#5/Court Case#334/07 Case 14000054	TA23	176.96	9863 02/28/23
10	Aflac New York 141350/February Billing Period	TA29	342.24	9865 03/03/23