

Town Board Meeting
September 5, 2023

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

1. Pledge of Allegiance – led by Lily Gaechter
2. Call to Order the Regular Town Board Meeting – at 7:11PM
3. Approval of the August 15, 2023 Minutes –

RESOLUTION # 23-170

Mr. Hoskins made a Motion to approve the Meeting Minutes of August 15, 2023 and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0

4. Motion to move to Executive Session. Supervisor Smith indicated that the TPCC Lease Agreement is still in Confidential Draft form and cannot be discussed in public per the Town Attorney.

RESOLUTION # 23-171

Mr. Stevens made a Motion to move to Executive Session at 7:15PM and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

5. RESOLUTION # 23 -172

Mr. Stevens made a Motion to adjourn the Executive Session at 7:29PM and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0. Executive Session – Supervisor Smith – no decision – no resolution, too many holes and questions in the Contract; we will bring it back at the October 3, 2023 Board Meeting; we will have further discussions and get additional legal advice.

6. Town Board Discussion

- Water Meters – Supervisor Smith – trying to understand EDU’s, sinks and toilets in each home, I can’t understand this; that’s not how we’re built right now; only fair way is with water meters; had some research done - approximately \$550,000 to put in (approx. \$60/year per home); I was planning on at least \$1,000,000; just asking if we want to discuss this; Mr. Hoskins – is \$60 at \$1,000,000, Supervisor Smith – yes; Supervisor Smith – how do we pay for this? Small commercial loan over 20 years; Mr. Hoskins – more modern and efficient, more fair, based on consumption, better ability to research water conservation; Mr. Stevens – it’s a can we’ve kicked down the road for a long time; I would like to explore further possibilities; Mr. Arsenault – I’d like to go ahead and research this; Supervisor Smith – I’ll go ahead and reach out for funding; Mr. Hoskins – are there options for the meters? Supervisor Smith – yes, buying in bulk would save us money. This would lead into the purchase of water clerk software. Mr. Hoskins – owner could use more or less; Supervisor Smith – water meters do exactly that; Supervisor Smith – hopefully have some numbers for the October 3, 2023 Meeting.
- Update on Zoom – Resolution 22-103 – Zoom for public bodies, have to have a physical quorum; the other Zoom was for the outside to Zoom in, between today and last meeting it’s time for a decision to be made; if we’re keeping it we need to update equipment or not do Zoom any longer;

Mr. Hoskins – we need to have the transparency and have it available; Supervisor Smith – we need to open this to the floor for input; Mr. Arsenaault – what is the investment? Supervisor Smith – I don't know at this point; Mr. Arsenaault – I'm in favor of continuing with Zoom and researching new equipment.

- Update on Town Hall – drawings available for all to look at; get a more visual of the process; Needham Risk Management came to Wevertown to do some research – there is mold on the lower level; not necessarily on the other floors; should be getting results back by early next week; the only thing I need to know is that it's safe to have Judge Cavanagh and the Court there; Safety Officer will go tear a piece of the wall and see what the mold level is; there is water coming in the South side of the building; Ernie – the south side and east side; there is standing water almost constantly as well as ceiling tiles, rusting the support ceiling; the boiler room itself is another story – it's really, really bad. Supervisor Smith – some work to be done there; it's coming in through the bottom of the foundation – they would have to excavate around the foundation as well as through the inside; could potentially seal and be done, not sure at this point; when we get the results I'll let the Judge know.
- EMS Tax District – Supervisor Smith – one of the first people I met when I came on board was Joe Connelly; we had a discussion on the critical importance of the emergency squad; original idea is to bring them to the Town; it's not feasible at this time; other towns have better insurance and pay than we offer; 20-21- as a base line - \$232,000/ per month per person \$727; 23 - \$251,000 – in talking with Joe to offer a competitive package it's about \$180,000 – that would raise the tax levy; looking at response time in Town as well as mutual aid; having been on that side in the Army – they would give anything to not have someone die; \$172 is not a lot to ask for; we should budget this money and maintain and provide emergency services to our community; Mr. Stevens – what impact does this have with Minerva; Mr. Connelly – I need to go there and ask for more money as well; we have a separate contract with them; 15% of our call volume, \$150,000 from them; need to keep proportions up; Mr. Hoskins – Minerva would have to up their input as well; Mr. Connelly – they've been pretty receptive; how is this being dealt with employees; Mr. Connelly – last service in the County to not offer paid employees; we just don't have the people in the Town to do this; Mr. Hoskins – if we do what we're proposing will it be competitive? Mr. Connelly – competitive in providing top care as well as getting other employees; \$70,000 will provide for health insurance; \$30,000 for raises to reward experience; that will help retain and bring in others; Mr. Hoskins – is this going to be enough? I would rather make sure we don't error on the wrong side; Mr. Connelly – I do; it's been 9 years since I came to you for an increase; Mr. Ashline – can the County or the State help; Supervisor Smith – I've talked with the County on numerous occasions and the answer is “no” and I don't know why; Supervisor Smith – re: insurance for a pool of insurance and for some reason no one can get a straight answer on this; at some point I think this needs to change; hoping that 2025 we may see a change; Supervisor Smith- I'd like permission to add this to the budget for this amount; Mr. Hoskins – I'm all for it; Mr. Stevens – all for it; Mr. Arsenaault – I'm fine with it also; no one has been more conscientious than Joe has been over the years; Supervisor Smith – I'll work this into the budget.

7. Resolution to Purchase Software for water payments – Supervisor Smith – OSC came up with a list of things we need to address – auditing, payments, etc.; current water clerk resigned; software includes billing, auditing, transactions, penalties - \$5,000 was what the Water Clerk was making; Williamson will allow for the sewer district to come on board when the time comes; Mr. Arsenaault – when does the Clerk get a raise? Mr. Stevens – give her a stipend; Supervisor Smith – this will be a stipend; Mr. Hoskins – water district or Town? Supervisor Smith – district.

RESOLUTION # 23 - 173

Mr. Stevens made a Motion to approve the purchase of the Water Clerk software and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenaault); Nays – 0.

8. Resolution for the rental of a new copier at Town Hall – office and public use - \$160/month; can network it as well; lowest price of all that were researched; Supervisor Smith – can I get Motion?

RESOLUTION # 23 – 174

Mr. Arsenault made a Motion to approve the rental of a new copier at Town Hall and moved it passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

9. Resolution to Purchase Playground Equipment at the Scout Hall – Supervisor Smith - PPP in the equipment line there is enough money; Mr. Hoskins – new equipment closer to the field and much better equipment.

RESOLUTION # 23 – 175

Mr. Stevens made a Motion to approve the purchase of the new playground equipment at the Scout Hall and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

10. Resolution for replacement of fence at Ski Bowl Park Playground – Supervisor Smith – there is a partial fence there; chances of kids running into the parking lot, etc; will make it safer for all; and in light of the reevaluation of safety throughout the Town; Siena Fence was the lowest bid not to exceed \$8,500. Mr. Hoskins – I’m all for safety, but black chain link fence is not that nice to look at, maybe down the road we could have a nicer fence; Ms. Nettle – double your money now and get a nicer looking fence at this time; Mr. Konis – spend the money now and do it right, you want a nice looking park; Supervisor Smith – even if it’s a temporary thing, we need to get it done for safety concerns; pretty is nice but safety is more important; we can revisit next year; we can re-use this fence elsewhere.

RESOLUTION # 23 -176

Mr. Hoskins made a Motion to approve the purchase and installation of the fence at the Ski Bowl playground, not to exceed \$8,500 and moved it passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

11. Resolution to change spending limit for PPP Director – Supervisor Smith – currently at \$299, it just slows down what he can purchase; if he needs to purchase a part over \$299 he’d have to wait for a meeting to approve; let’s raise it to \$999.

RESOLUTION # 23 – 177

Mr. Hoskins made a Motion to approve the increase in spending limit for PPP Director to \$999 and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

12. Resolution for Loan to Capital Water Fund – Supervisor Smith - need to carry us over until we get reimbursement; \$89,000 bill needs to be submitted and paid, then we will get reimbursed; we’ll be talking to Municipal Solutions to help us budget better.

RESOLUTION # 23 – 178

Mr. Hoskins made a Motion to approve the loan to the Capital Water Fund to pay the \$89,000 due and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

13. Committee Reports – no reports.

14. Warrants – Supervisor Smith – can I get a Motion to approve/accept the Warrants?

RESOLUTION # 23 -179

Mr. Stevens made a Motion to approve and accept the Warrants and moved its passage with a Second Motion from Mr. Hoskins. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

General Fund:	\$ 24,250.76
Highway Fund:	\$ 408,545.55
Sewer District Project:	\$ 19,310.18
Library Fund:	\$ 338.80
Water District:	\$ 20,981.53
Trust & Agency:	<u>\$ 1,123.20</u>
TOTAL	\$ 474,550.02

15. Privilege of the Floor

- Cheryl Gillespie – Chair of TPCC Board – thank the Board for bringing the Lease to the next meeting; it would be a strong benefit to the Town; Supervisor Smith cannot discuss the lease agreement at this time – it’s in Confidential Draft form with both party’s attorneys working on it.
- Donna Welch – lease to a not-for profit organization; it’s important to keep this in the Town; proposed lease reduced costs for the Town; our goal was to simply and reduce costs to the Town and tax payers;
- Mindy Preuninger – important to get our point across to all; without a long term lease it won’t work for the Town or TPCC; serving the community is first and foremost, we need the long term lease, we can get better funding; funds could help with capital improvements; I’m sure we can all work through them together; we have a very engaged Board as well as volunteers.
- Janet Konis – TPCC- for a while now I’ve been saying that TPCC is owned by the Town and the Town laws are not being followed regarding signage; re: Joe Connelly – sorry you have to come and ask for money, it should be more; they should be making at least \$20-25/hour; it’s sad; we can put up fences and not think of the EMS people; wondering about 255 Main Street – how much did we dish out and how much did we get back; how much money did the Town spend on the water district; Capital Fund for sewer district – has any money started coming in; water lines, sewer lines, water meters – now you’re taxing us again; Assessor – what days does she work for us; do we pay her, how much do we pay her? Does she work for us? How do we pay good employees \$15/hour; PPP Director – check the work being done before we offer raises; Mr. Arsenault – you’ve served the Town well but you haven’t been here in years; Mr. Stevens – you have a sign in your yard, all the time – no permit for this sign, it’s illegal, maybe it’s time you both resign; get off the Board if you’re not going to do what’s right for the community.
- Kevin Bean – I chatted with Mark today – TPCC lease – please be sure to take a look at the gift agreement carefully before any decisions can be made; the Board should know this is a legally binding agreement.
- Deborah Cunningham – Trustee of TPCC Board – I’m in favor of the lease between the Town and TPCC; we’ve received a few grants; we’re good at getting grants, however we found a great opportunity with another organization but we did not have a lease with the Town; looking to get more resources with having this lease; the Board’s vision is another reason for the lease to go through.
- Jim Jetson – a year ago I was here discussing the water district improvements; before we get more loans and sources can we use that bond? Joe Connelly – I applaud you for being in our community; your leadership and being in the forefront, we all need to appreciate what he does; I applaud the Board for their decision made today.

- Don Preuninger – thank all of those who came out to support TPCC; hope you can all come back at the October 3, 2023 Meeting to support it again; the lease is a benefit to TPCC and the Town; hope you'll vote positive for us.
- Kelly Nettle – as I see and hear about the support for TPCC – thank you to all of you for your years of hard work keeping it viable; budgets not followed through with; having a full time director is needed, it's hard to keep personnel here when you don't own the building; it offers all of your children terrific opportunities as well.

16. Supervisor Smith – with no one else for Privilege of the Floor could I get a Motion to adjourn.

RESOLUTION #23 -180

Mr. Hoskins made a Motion to Adjourn the Town Board Meeting at 8:36PM and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor of the Resolution, it is carried. Ayes – 4 (Smith, Hoskins, Stevens, Arsenault); Nays – 0.

Prepared by:

Jean M. Comstock

Jean M. Comstock
Town Clerk

**The Next Town Board Meeting will be held on Tuesday, October 3, 2023
at 7:00PM at Tannery Pond**

Resolution # _____

RESOLUTION APPROVING LEASE AND EASEMENT AGREEMENT BY AND BETWEEN THE TOWN OF JOHNSBURG AND THE TANNERY POND CENTER FOR ARTS, EDUCATION AND COMMUNITY GATHERING, INC.

WHEREAS, the Town of Johnsburg (the "Town") has been in discussions with the Tannery Pond Center for Arts, Education and Community Gatherings, Inc. ("TPC") for a Lease and Easement Agreement (the "Agreement") of a Town property located at 228 Main Street, North Creek, NY (the "Community Center"); and

WHEREAS, said Agreement is being presented to the Town in the form attached for approval; and

WHEREAS, the Town believes that the terms and conditions of said Agreement provide a benefit to the people of the Town of Johnsburg; and

WHEREAS, the Town is amenable to approving such draft; and

WHEREAS, such approval is further subject to a permissive referendum.

NOW THEREFORE IT BE RESOLVED, that the Town Board approves the Lease and Easement Agreement as substantially attached subject to a permissive referendum.

Ayes _____ Nays _____ Recusals _____

LEASE AND EASEMENT AGREEMENT

TOWN OF JOHNSBURG

and

the

**TANNERY POND CENTER for ARTS,
EDUCATION and COMMUNITY GATHERINGS, INC.**

For certain premises and property located on

Main Street, North Creek, NY

LEASE AND EASEMENT AGREEMENT

THIS LEASE AND EASEMENT AGREEMENT (the “Lease”, or “Agreement”) is made as of _____, 2023 (the “Effective Date”), by and between **The Town of Johnsburg**, with an address at 219 Main Street, North Creek, NY 12853 (the “Landlord”) and **The Tannery Pond Center for Arts, Education and Community Gatherings, Inc**, a New York State domestic not-for-profit corporation with a business address of P.O. Box 54, North Creek, NY 12853 (the “Tenant”). Landlord and Tenant may hereinafter be referred to collectively as the “Parties”, or individually as a “Party”.

WHEREAS, Landlord is the owner of and desires to lease to Tenant and Tenant desires to lease from Landlord certain real property located on and near 228 Main Street, North Creek, NY 12853 and State of New York, as well as all rights, appurtenances thereto, all of the Improvements thereon, and all personal property contained therein, being collectively referred to as the “Leased Premises”, or, the “Dominant Property”, which is more specifically described in a Deed recorded in the Warren County Clerk’s Office on _____ at Book _____, Page _____, which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Landlord is also the fee owner of certain real property located at 219 Main Street, North Creek, County of Warren, State of New York, bearing Town of Johnsburg tax map parcel no.: _____ (the “Servient Property”), which is more specifically described in a Deed recorded in the Warren County Clerk’s Office on _____ at Book _____, Page _____, a copy of which is attached hereto as Exhibit A-1 and made a part hereof; and

WHEREAS, the Servient Property and Dominant Property are across Main Street in North Creek from each other; and

WHEREAS, in furtherance of this Agreement, Tenant desires to obtain certain rights necessary for the Tenant to enter, maintain, pass through, cross and use the Servient Property for

the purpose of using parking and sewer facilities appurtenant to Tenant's leasehold interest as set forth in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which Landlord shall permit Tenant access to the Servient Property for the purposes set forth herein;

NOW, THEREFORE, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE 1. LEASED PREMISES

1.1 The Landlord owns certain real property and improvements and shall lease to Tenant the buildings, land and parking facilities at and on Exhibit A (hereinafter referred to as the "Leased Premises"). As used in this Lease, the term "Building" shall refer to the structure on the Leased Premises commonly known as Tannery Pond Community Center.

(a) For and in consideration of the Rent (as defined below) and the covenants, conditions and agreements herein reserved, mentioned and contained on the part of the Tenant to be paid, kept and performed, Landlord hereby leases to Tenant, and Tenant hereby accepts and hires from Landlord, the Leased Premises, subject to the terms, conditions and agreements contained herein expressed, but expressly subject to Landlord's obligation to complete certain repairs and improvements to the extent hereinafter provided for in Article 7 of this Agreement.

ARTICLE 2. TERM

2.1 Term. The term of this Lease shall commence on the Effective Date and terminate on the day of the twentieth anniversary of the Effective Date ("Term").

ARTICLE 3. RENT

3.1 Rent. Throughout the Term of this Lease, Tenant shall only pay rent to Landlord in

the amount of One Dollar per year payable in advance on or before the first (1st) day of each year during the Term of this Agreement.

3.2 Payment of Rent. All rent payments shall be made to Landlord at the address specified in Section 19.2 of this Agreement, unless otherwise directed by Landlord.

ARTICLE 4. INSURANCE

4.1 Tenant Liability Insurance. Tenant shall maintain insurance protecting the Tenant against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$500,000.00/\$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000.00/\$1,000,000.00 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Tenant by any applicable worker's compensation law and blanket excess liability policy in an amount not less than \$5,000,000.00.

4.2 Additional Insured. The Landlord shall be named as an additional insured on Tenant's insurance coverages provided pursuant to Section 4.1 above. Tenant shall provide a Certificate of Insurance for each policy described in Section 4.1 upon execution of this Lease.

4.3 Landlord Insurance. Landlord shall maintain commercial general insurance protecting the Landlord against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$500,000.00/\$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000.00/\$1,000,000.00 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Landlord by any applicable worker's compensation

law and blanket excess liability policy in an amount not less than \$5,000,000.00.

4.4 Additional Insured. The Tenant shall be named as an additional insured on Landlord's insurance coverages provided pursuant to Section 4.3 above. Landlord shall provide a Certificate of Insurance upon execution of this Lease.

4.5 Personal Property Insurance. Tenant, at Tenant's sole expense, shall be responsible for insuring all of the Tenant's personal property located at the Leased Premises.

4.6 Property Insurance. Landlord shall, at its expense, keep the Leased Premises insured during the Term of this Agreement, in an amount equal to the replacement value of the Leased Premises, against loss or damage by fire and other insurable hazards, with extended coverage.

ARTICLE 5. USE OF THE LEASED PREMISES

5.1 Tenant's Use.

5.1.1 General. Tenant's use of the Leased Premises shall be for any lawful purpose related in any way to its general mission as an arts, education and community organization.

5.1.2 Operations. Tenant shall use its best efforts to manage the Leased Premises in accordance with a plan for operations and community outreach (as amended from time to time, the "Business Plan") The initial Business Plan is attached to this Lease as Exhibit B. The Exhibit will be updated as necessary.

5.1.3 Annual Report to Town. On or before February 1 of each calendar year of the Term, Tenant shall deliver a report to the Town summarizing its operations and finances for the prior twelve-month period, substantially in

the form of the 2021 annual report previously delivered to Landlord with the exceptions set forth in the next two sentences. The report shall include the budget for the coming twelve-month period. The report shall also include a review of Tenant's financial statements for the prior fiscal year of Tenant which has been prepared by a certified public accountant.

5.1.4 Improvements. Tenant shall have the right to make improvements to the Premises throughout the Term of this Agreement in accordance with Article 9. Tenant shall obtain the approval of Landlord prior to making any permanent improvements to the Leased Premises, such approval not to be unreasonably withheld.

5.2 Landlord's Use. Landlord retains the right to utilize a portion of the Leased Premises for regular use as public meeting space for Town of Johnsborg Board and committee meetings as set forth on the schedule attached to this Lease as Exhibit C ("Landlord Meeting Schedule"). Exhibit C shall be updated annually. There will be no charge for any meetings of the Town of Johnsborg. If Landlord wants to use the Leased Premises for meetings or events other than the regular meetings outlined on Exhibit C, Landlord must make a request to Tenant and Tenant shall use reasonable efforts to accommodate the dates with the Tenant's calendar.

5.3 Use by Town-affiliated Organizations. The groups set forth on Exhibit D ("Town-affiliated Organizations") will have the right to use the Building in accordance with the guidelines set forth on Exhibit D.

ARTICLE 6. TRANSITION AND SUPPORT PAYMENTS

6.1 Landlord's Transition Payment Obligations. In consideration of Tenant assuming the

responsibility for management and operation of the Leased Premises, Landlord shall make the following transition payments to Tenant:

- (a) Payment to Tenant of \$75,000 upon the Effective Date of this Agreement;
- (b) Payment to Tenant of \$66,000 upon the first anniversary of the Effective Date of this Agreement;
- (c) Payment to Tenant of \$58,080 upon the second anniversary of the Effective Date of this Agreement;
- (d) Payment to Tenant of \$51,110 upon the third anniversary of the Effective Date of this Agreement;
- (e) Payment to Tenant of \$44,977 upon the fourth anniversary of the Effective Date of this Agreement.

6.2 Operating Support Payments. Beginning on the fifth anniversary of the Effective Date of this Agreement through the end of the Term of this Agreement, Landlord shall pay to Tenant an amount equal to 30% of Tenant's Operating Expenses (the Operating Support Payment").

"Tenant's Operating Expenses" means the following actual out-of-pocket expenses incurred by Tenant in operating the Leased Premises for the prior twelve-month period:

- (a) utilities, including electricity, gas, propane, water and sewer charges, and internet;
- (b) installation and maintenance of security systems;
- (c) General liability insurance;
- (d) elevator inspection, maintenance, and repairs; and
- (f) repairs to the Building that are not paid for by Landlord, provided that the cost of such repairs may be included in the calculation of Tenant's Operating Expenses only with the approval of Landlord.

Tenant shall account for Tenant's Operating Expenses by submission to Landlord of a quarterly report of such expenses for the prior calendar quarter, which shall be submitted no later than fifteen (15) days after the close of each calendar quarter after the fourth anniversary of this Agreement. Tenant shall use reasonable commercial efforts to assure that Operating Expenses are consistent with market rates for the Town of Johnsburg, to the extent such rates are within its control. Landlord shall pay to Tenant its 30% share of Tenant's Operating Expenses within 30 days of receipt of each quarterly report. Landlord will not be required to continue the Operating Support payments if Tenant ceases, for a period of three consecutive months, to operate the Leased Premises substantially in accordance with the then- applicable Business Plan. Landlord shall give Tenant at least 30-days' prior written notice of its intent to cease Operating Support Payments pursuant to the prior sentence. The foregoing sentence shall not apply if Tenant ceases operations for reasons beyond its control, including, without limitation, damage to the Building that cannot be repaired within a six-month period, Acts of God, fire, pandemics, war, civil unrest and closures mandated by law.

6.3. On or before the tenth anniversary of the Effective Date, the parties shall review the structure for calculating the Operating Support Payments. They shall make such adjustments as are necessary to reflect the then-current budget and operating conditions of each party.

ARTICLE 7. REPAIR AND MAINTENANCE OF THE LEASED PREMISES

7.1 Landlord's Obligations to Complete Repairs. Within five years of the Effective Date of this Agreement (the "Repair Completion Date"), Landlord shall complete all the repairs to the Leased Premises identified Exhibit E attached to this Lease, to the reasonable satisfaction of

Tenant.

7.2 Landlord's Maintenance and Repair Obligations.

- 7.2.1 Landlord shall maintain in good condition and repair the structure of the Building, including the roof, roof membrane, drains, gutters, downspouts, foundation, exterior walls, floor slab, septic system serving the structure and sidewalks. Landlord shall be responsible for all repairs and replacements to the HVAC systems in the Building costing over \$1000; provided however that the figure of \$1000 shall be increased by \$250 on the fifth anniversary of the Effective Date and every five years thereafter during the Term.
- 7.2.2 Landlord shall not be responsible for repairs required due to any act or omission of Tenant, its employees, or invitees. Tenant must notify Landlord in writing of the need for any repairs which are Landlord's responsibility under Section 7.2.1.
- 7.2.3 Landlord shall provide the following services using Town staff or contractors with respect to the Leased Premises:
- 7.2.3.1 Snow clearing of sidewalk and plowing of the driveway
 - 7.2.3.2 Maintenance of the public trail on the Leased Premises
 - 7.2.3.3 Mowing of the corner lot
 - 7.2.3.4 Janitorial services at the level in effect as of the Effective Date
 - 7.2.3.5 Snow clearing of the Servient Premises and appurtenant sidewalks
- 7.2.4 Landlord shall coordinate its repairs of the Leased Premises with Tenant so as to minimize interruption of Tenant's operations and damage to Tenant's property. In the event of an emergency that requires immediate attention, Landlord shall have the right to enter the Leased Premises to address such emergency. In addressing such emergency, Landlord shall use commercially reasonable efforts to minimize any damage to Tenant's

property and operations on the Leased Premises.

7.3 Tenant's Maintenance and Repair Obligations

- 7.3.1 Tenant shall maintain in good condition and repair all non-structural elements of the Building, including all theater-related equipment, seating, elevator, doors and windows, sprinkler and security systems, flooring, and sanitary facilities. Tenant shall maintain the landscaping outside the Building and on the corner lot.
- 7.3.2 Tenant shall be responsible for payment with respect to any and all utilities or services furnished to the Leased Premises, except sewer service as set forth in Article 17 of this Agreement.
- 7.3.3 Tenant shall not interfere with or obstruct the use of the public trail on the Leased Premises by the public, as long as such trail is maintained by the Town of Johnsbury as a public trail.

ARTICLE 8. ASSIGNMENT AND SUBLETTING

8.1 Tenant may not assign this Lease nor sublease the Leased Premises or any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, except that Tenant may assign or sublease the Leased Premises to any entity which is controlled by, or under common control with, Tenant. Notwithstanding the foregoing, Tenant may, without obtaining any consent or approval from Landlord, enter into use contracts and/or permit the use of all or any portion of the Leased Premises for the purposes set forth in the Business Plan.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS

9.1 Tenant shall have the right to make improvements to the Leased Premises throughout the Term of this Agreement. Tenant may not make any permanent improvement to the Leased Premises without the prior written approval of Landlord, which approval will not be unreasonably withheld. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of this Lease or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term of this Lease, provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense, reasonable wear and tear excepted.

ARTICLE 10. END OF TERM

10.1 End of Lease. Upon the termination of this Lease, Tenant will promptly and peacefully quit and surrender the Leased Premises broom-clean, in good order and repair, ordinary wear and tear excepted.

ARTICLE 11 EMINENT DOMAIN

11.1 Eminent Domain. Landlord specifically waives any right it may have to cancel or amend this Agreement take back any portion of the Leased Premises by eminent domain during

the Term of this Lease. If the Leased Premises are taken by exercise of the power of eminent domain by any entity with such powers other than Landlord, Tenant shall have the right to terminate this Agreement on the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. In the event of any such taking, Tenant shall be entitled to 50% of the condemnation award and Tenant shall have the right to submit a separate claim to the condemning authority.

ARTICLE 12. DAMAGE AND DESTRUCTION

12.1 Partial Damage. If the Leased Premises are damaged by fire or other casualty, and such damage does not affect the roof, structure or foundation of the Building, Tenant will promptly repair the damage, in accordance with any insurance recovery obtained by Tenant, with due diligence after notice to it of such fire or other casualty. In that event this Lease continues in full force and effect except that Rent and Operating Support Payments will be abated on a pro rata basis from the date of the fire or other casualty until the date of the completion of such repairs or rebuilding of the Leased Premises based on the area of the Leased Premises that cannot be occupied during the repair and/or rebuild period.

12.2 Major Damage. If the Leased Premises are so damaged by fire or other casualty such that (a) repairs are required to the structure, roof, or foundation of the Building or (b) the Building is deemed by a governmental body having jurisdiction to be unsafe for occupancy after the damage, either Party may terminate this Agreement upon written notice to the other party.

ARTICLE 13. ENTRY BY LANDLORD

13.1 Landlord, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency or to plow the driveway and sidewalks on the Leased Premises and, other than in an emergency, using best efforts to give prior notice to Tenant, at reasonable hours to (a) inspect the same, or (b) supply any service to be provided by Landlord to Tenant according to this Lease, or (c) make repairs required of Landlord under the terms of this Lease; provided, however, all such work or inspections will be done so as to cause as little interference to Tenant as possible.

ARTICLE 14. INDEMNIFICATION, WAIVER AND RELEASE

14.1 Tenant's Indemnification. Tenant hereby indemnifies Landlord, its employees, members, managers, and agents, and hold such parties harmless and defended from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence at the Leased Premises or any part thereof, arising the occupancy or use by Tenant of the Leased Premises, and occasioned solely by the negligence or willful misconduct of Tenant, its agents, contractors, employees or servants. In case any of such parties shall without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold such parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by such parties in connection with such litigation.

14.2 Landlord's Indemnification. Landlord hereby indemnifies Tenant, its employees, members, managers, and agents, and hold such parties harmless and defended from and against any and all claims, actions, damages, liability and expense in connection with the loss of life,

personal injury and/or damage to property arising from or out of any occurrence at the Leased Premises or any part thereof, occasioned by the negligence or willful misconduct of Landlord, its agents, contractors, employees or servants. In case any of such parties shall without fault on its part, be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold such parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by such parties in connection with such litigation.

ARTICLE 15. EASEMENT

In consideration of ONE DOLLAR AND NO/100, and of the mutual covenants, agreements, conditions and stipulations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby grant, covenant, and agree as follows:

15.1 Easement Rights.

(a) Landlord does hereby grant to Tenant, and its employees, contractors, guests, invitees, agents, consultants and representatives, the non-exclusive right, privilege, authority and easement for access, ingress and egress to, over, under, across and through such portions of the Servient Property as more particularly depicted in Exhibit A-1 and as further delineated in subparagraph (b) below, for the sole purpose of parking, together with a further right of ingress and egress across the Servient Property to effectuate the purposes of said easement in accordance with the terms and conditions set forth in this Agreement (the "Easement").

(b) The Easement granted herein encompasses all access to and egress from the parking areas, as they now are and as they come to be during the Term of this Agreement, on both the north side and the south side of the existing structures at the Servient Property as depicted in

Exhibit D (the “Easement Area”). Landlord shall maintain sufficient handicapped parking spaces in the Easement Area as required by applicable law.

(c) Tenant shall coordinate in advance with Landlord the timing and location of parking for any events at the Leased Premises which occur during normal business hours of the Town of Johnsborg offices.

15.2 Effectiveness: Easements Run With The Land. This Agreement and the rights granted hereby shall be effective as of the Effective Date. The Easement shall continue throughout the Term of this Agreement, shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns.

15.3 Use: Non-interference.

(a) Use of Easement Area. Tenant shall use the Easement Area for the purposes of parking but Tenant has no obligation to engage in any construction, maintenance, operation, repair, inspection or protection of the Easement Area and Tenant shall have the right to ingress and egress to the Easement Area for vehicular traffic and pedestrians.

(b) Non-Interference.

(i) Subject to the foregoing, the Parties hereto agree to utilize the Easement Area and Servient Property in a manner consistent with the terms and conditions herein stated, and further agree that they shall not obstruct, impede, or interfere with the other Party’s use and enjoyment of the rights herein vested by this Agreement in such Party. Consistent therewith, Landlord, for itself, its agents, contractors and employees, reserves the right to use and enjoy the Servient Property, including the Easement Area, for any and all purposes that do not unreasonably interfere with the use or enjoyment thereof by Tenant, including the right to take such actions and make such capital and non-capital repairs, replacements, alterations, additions, and improvements,

and to place, maintain, repair and replace such improvements, fixtures, utility lines, pipes, ducts, and conduits on, under, above and adjacent to the improved and unimproved portions of the Servient Property or Easement Area as may be reasonably necessary, and the right to use the Easement Area in connection with Landlord's rights under this Agreement.

(ii) Tenant's use of the Easement Area shall not interfere with Landlord's use and enjoyment of the Servient Property.

15.4 Indemnification: No Obligation.

(a) Indemnification. To the fullest extent allowed by applicable law, the Parties to this Agreement hereby agree to indemnify, defend and hold each other, their affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the negligence of the other Party (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.

(b) No Obligation. Nothing contained herein shall be deemed to impose any obligation on Tenant for the repair or maintenance of the Easement described herein.

15.5 Remedies. In the event of any breach of this Agreement by one of the Parties, the non-breaching Party shall have the right to exercise any and all rights and remedies provided at law or in equity, including, without limitation, the right to an injunction or other appropriate equitable relief in order to restrain such breach.

15.6 Recording. Tenant may record this Lease and Easement Agreement in the Warren County Clerk's Office and pay for any recording fees related to same.

ARTICLE 16. QUIET ENJOYMENT

16.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant may peaceably and quietly enjoy the Leased Premises, subject only to the terms and conditions set forth in this Agreement.

ARTICLE 17. DEFAULT

17.1 Tenant Events of Default. The following events are referred to collectively as “Tenant Events of Default,” or individually as a “Tenant Event of Default”:

(a) Tenant defaults in the due and punctual payment of Rent, and such default continues for fifteen (15) days after notice from Landlord; or

(b) Tenant breaches any of the other agreements, terms, covenants or conditions which this Lease requires Tenant to perform, and such breach continues for a period of ninety (90) days after notice from Landlord to Tenant; or if such breach cannot be cured reasonably within such ninety (90) day period and Tenant fails to commence and proceed diligently to cure such breach within a reasonable time period.

17.2 Landlord's Remedies. If any one or more Events of Default set forth in Section 17.1 occur and remain uncured within applicable time limits, then Landlord has the right, at its election:

(a) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Leased Premises will cease and this Lease will be terminated, except as to Tenant's liability as hereinafter provided; or

(b) without terminating this Lease, by legal proceedings and only with the judicial approval, to re-enter and take possession of the Leased Premises and remove Tenant and those claiming through or under Tenant (and remove the effects of both or either); or

(c) to cure any Event of Default and to charge Tenant for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

17.3 Landlord's Events of Default. The following events are referred to collectively as "Landlord Events of Default," or individually as a "Landlord Event of Default":

- (a) Landlord defaults in the due and punctual payment of Transition Payments or, as applicable, Operating Support Payments, and such default continues for thirty (30) days after notice from Tenant; or
- (b) Landlord breaches any of the other agreements, terms, covenants or conditions which this Lease requires Landlord to perform, and such breach continues for a period of ninety (90) days after notice from Tenant to Landlord; or if such breach cannot be cured reasonably within such ninety (90) day period and Landlord fails to commence and proceed diligently to cure such breach within a reasonable time period.

17.4 Tenant's Remedies. If any one or more Events of Default set forth in Section 17.3 occur and remain uncured within applicable time limits, then Tenant has the right, at its election:

- (a) to give Landlord written notice of Tenant's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Leased Premises will cease and this Lease will be terminated; or
- (b) to cure any Event of Default and to charge Landlord for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees provided

that Tenant will have no obligation to cure any such Event of Default of Landlord.

ARTICLE 18. SEWER SERVICE

18.1 Landlord shall at all times throughout this Lease maintain sewer service at Landlord's expense, to the Leased Premises with the same specification and level of service as in place on the Effective Date and, in the event any necessary interruption of sewer service is scheduled for the Premises and/or Leased Premises, Landlord shall notify Tenant in writing no later than seven (7) business days prior to such scheduled interruption of service and minimize the length of the disruption. If publicly owed sewer service is made available along or near Main Street at or near the Leased Premises, Landlord will continue to provide sewer service to the Leased Premises without any sewer use fees or charges to or upon Tenant or the Leased Premises.

ARTICLE 19. MISCELLANEOUS

19.1 Subordination and Estoppel Certificates. Subject to a subordination and non-disturbance agreement in a form acceptable to Tenant being executed and delivered to Tenant by any lender seeking to enforce this Section 19.1, this Lease shall not be a lien against the Leased Premises in respect to any mortgages that are now liens upon the Leased Premises or that hereafter may be placed against the Leased Premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this Lease, irrespective of the date of recording and provided Tenant is not in default hereunder, Tenant's occupancy hereunder is not to be disturbed through the enforcement of any such mortgage. At any time and from time

to time but within ten (10) days after written request by either party, the parties will execute, acknowledge and deliver to the requesting party, a certificate certifying such matters as may be reasonably requested by the requesting party with respect to this Lease and the performance of Landlord's and Tenant's obligations hereunder. Landlord agrees to not mortgage the Leased Premises.

19.2 Notices. All notices hereunder to the respective parties will be in writing and will be served by electronic mail and by personal delivery or by prepaid, express mail (next day) via a reputable courier service, or by prepaid, registered or certified mail, addressed to the respective parties at their addresses set forth below. Any such notice to Landlord or Tenant will be deemed to be given and effective: (i) if personally delivered, then on the date of such delivery, (ii) if sent via express mail (next day), then one (1) business day after the date such notice is sent, or (iii) if sent by registered or certified mail, then five (5) business days following the date on which such notice is deposited in the United States mail addressed as aforesaid. For purposes of this Lease, "business day" shall be deemed to mean a day of the week other than a Saturday or Sunday or other holiday recognized by banking institutions of the State of New York. Copies of all notices will be sent to the following:

To Landlord: Town of Johnsburg

With a copy to:

To Tenant: Tannery Pond Center for Arts, Education
 and Community Gatherings, Inc.
 Attn:
 P.O. Box 54, North Creek, New York 12853
 Tel.: (518) 251-2505 ext. 128
 Email:

With a copy to: Whiteman Osterman & Hanna LLP
Attn: John J. Privitera, Esq.
One Commerce Plaza
Albany, New York 12260
Tel.: (518) 487-7699
Fax.: (518) 487-7777
jprivitera@woh.com

All of those parties entitled to notice herein may be changed by notice given in accordance with this Section 19.2.

19.3 Severability. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding.

19.4 Written Amendment Required. No amendment, alteration, modification of or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

19.5 Entire Agreement. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition of the Leased Premises.

19.6 Captions. The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

19.7 Brokers. Landlord and Tenant each covenant, represent and warrant that neither has had dealings or negotiations with any brokerage or agent in connection with the consummation of this Lease, and each party covenants and agrees to pay, hold harmless and indemnify the other party from and against any and all costs, expenses (including reasonable attorneys' fees and court costs), loss and liability for any compensation, commissions or charges claimed by any broker or agent, with respect to this Lease or the negotiations thereof if the claim or claims by any broker or agent are based in whole or in part on dealings with a party or its representatives.

19.8 Governing Law. This Lease will be governed by and construed pursuant to the laws of the State of New York, without regard to its principles of conflict of laws.

19.9 Binding Effect. The covenants, condition and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this ____ day of _____, 2023.

TOWN OF JOHNSBURG

TANNERY POND CENTER FOR ARTS, EDUCATION and COMMUNITY GATHERINGS, INC.

By: _____

By: _____

Name:

Name:

Title:

Title:

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

On this ____ day of _____ before me the undersigned, personally appeared _____ 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 the person on behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ____ day of _____ before me the undersigned, personally appeared _____ 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 the person on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

(To be added)

DRAFT

EXHIBIT A-1

LEGAL DESCRIPTION OF TOWN HALL PARCEL

DRAFT

EXHIBIT B
BUSINESS PLAN

DRAFT

EXHIBIT C

[Town to provide this]

LANDLORD'S MEETING SCHEDULE

1. Bi-Monthly meetings:
 - a. Town Board: Bi-monthly on the first and third Tuesdays except monthly in June, July and August.
2. Monthly Meetings:
 - a. Zoning Board
 - b. Planning Board
3. Board of Assessment Review (to be scheduled with Tenant)

Special meetings on an as-needed basis subject to coordination with Tenant's schedule

EXHIBIT D
TOWN AFFILIATED ORGANIZATIONS
MEETING POLICIES

1. Town Library Board of Directors and Friends of the Library
2. Johnsbury Youth Committee
3. Johnsbury Community Development Corporation

DRAFT

EXHIBIT E

LIST OF REPAIRS TO BE COMPLETED BY LANDLORD

[TOJ to add a schedule for these repairs]

1. Signage for parking, including additional signage directing people to the lot behind town hall.
2. Repair of front doors so that they close and lock properly.
3. Concrete masonry work at the base of the building, specifically remove the existing sealant and backer rod from these joints and replace with a new backer rod and sealant with color to match the split faced cmu.
4. Power-wash and paint the exterior
5. Paint exterior doors and replace weatherstripping
6. Investigate and repair the split faced cmu that has step cracking just below the window in the "green" room on the lower level. There may be a structural issue in this area as there are also signs on the interior side of this wall where the sill is separating from the window jamb.
7. Remove all ceiling tiles but leave the ceiling grid intact. Prep the ceiling grid for a new paint finish and install new ceiling tiles.
8. All the gypsum wallboard surfaces require some patching, sanding, and prep for a new paint finish.
9. Replace the following interior wood doors: [add list]
10. Subject to availability of funding, replace all carpeting
11. Work with Tenant to determine whether wood flooring system in the auditorium can be refinished or whether it should be replaced with a new synthetic flooring system.

EXHIBIT E

EASEMENT AREA

[this will be a site plan showing parking area shared by TPC and also sewer location]

DRAFT

Resolution # _____

RESOLUTION AFFIRMING SALE OF TOWN OF JOHNSBURG PROPERTIES

WHEREAS, the Town of Johnsburg (the “Town”) passed a resolution authorizing the sale of certain public properties in Resolution #23-165; and

WHEREAS, in the process of listing those properties the Town’s legal counsel advised that these particular lands sales are subject to a permissive referendum.

NOW THEREFORE IT BE RESOLVED, that the Town Board affirms it desires to sell those certain public parcels in Resolution #23-165 subject to a permissive referendum.

Ayes _____ Nays _____ Recusals _____

Resolution # _____

RESOLUTION TO SET PUBLIC HEARING FOR 2024 TAX CAP

WHEREAS, the Town of Johnsburg (the “Town”) anticipates exceeding the tax cap for fiscal year 2024 as set by the Office of the State Comptroller (“OSC”); and

WHEREAS, in such instances the Town is required to hold a public hearing.

NOW THEREFORE IT BE RESOLVED, that the Town Board sets a Public Hearing on October 17, 2023 at 7 pm in the auditorium at Tannery Pond Community Center.

Ayes _____ Nays _____ Recusals _____

Resolution # _____

RESOLUTION TO APPROVED CONTRACT WITH MUNICIPAL SOLUTIONS, INC.

WHEREAS, the Town of Johnsbury's Water District (the "District") has undertaken a capital project on Main Street, North Creek between the North Creek bridge and State Route 28; and

WHEREAS, the complexities of the financing are beyond the scope of the Town of Johnsbury (the "Town") personnel; and

WHEREAS, it is usual and customary for municipalities to engage professional services to assist in these financial matters; and

WHEREAS, the grant received to fund this project allow for the retention of such services;

WHEREAS, Municipal Solutions is desirous to provide these services to the Town.

NOW THEREFORE IT BE RESOLVED, that the Town approves the contract by and between Municipal Solutions, Inc. and the Town of Johnsbury in the form substantially attached.

FURTHER BE IT RESOLVED, that the Town authorizes the Supervisor to execute said contract and any other such agreements as may be necessary in the course of the work contemplated by the contract.

Ayes _____ Nays _____ Recusals _____

Resolution # _____

**RESOLUTION TO APPROVE PURCHASE OF SNOWBLOWER ATTACHMENT BY
THE DEPARTMENT OF PUBLIC PROPERTIES AND PROGRAMS FOR THE
VENTRAC SIDEWALK SNOW REMOVAL (SSR) MACHINE**

WHEREAS, the Department of Public Property and Program (3P) has purchased a Ventrac Sidewalk Snow Removal machine with a V-blade plow attachment; and

WHEREAS, P3 has determined that a snowblower attachment would increase its ability to efficiently remove snow from the Town's sidewalks; and

WHEREAS, 3P has identified Grassland Equipment as a vendor who possesses for sale such snowblower; and

WHEREAS, Grassland Equipment holds a NYS contract; and

WHEREAS, purchases from company who hold NYS contracts exempts the purchase from the Town's procurement policy; and

WHEREAS, 3P has sufficient monies in its equipment budget to fund such purchase.

NOW THEREFORE IT BE RESOLVED, that the Town Board approves the purchase of the snowblower attachment in an amount not to exceed \$5,700.

Ayes _____ Nays _____ Recusals _____



TOWN OF JOHNSBURG

219 Main Street, North Creek, NY 12853
Phone: (518) 251-2421 ~Fax: (518) 251-9991

9/25/23

**Bakers Mills
Johnsburg
Garnet Lake
North Creek
North River
Riparius
Wevertown**

Town Supervisor
Mark Smith
(518) 251-2421x4

Town Council
Gene Arsenault
Arnold Stevens
Justin Gonyo
Pete Hoskins

Highway Superintendent
Fred Comstock
(518) 251-2113

Town Clerk
Jean Comstock
(518) 251-2421x3

Town Assessor
Letitia Williams
(518) 251-2421x6

Zoning Enforcement
(518) 251-2421x5

**Public Property &
Programs**
Peter Olesheski
(518) 232-6847

Town Board Members:

As my department prepares for winter, I am working to ensure that all necessary equipment is available and ready for use. As you know, this past winter, the Town purchased a Ventrac SSV for clearing sidewalks. Initially, we only purchased the "v" blade plow attachment, but have been planning to buy a snowblower attachment for this machine as well.

I am currently seeking your permission to purchase this snowblower attachment from Grassland Equipment, which holds the NYS contract, at a cost of **\$5,660.20**. This price includes the necessary 12V actuator, deep snow kit, setup and delivery to our shop. This attachment is currently in stock and can be delivered in 2-3 weeks. This purchase would be made from the Park equipment budget line, which has a current balance of just over \$25,500.

Please let me know if you have any questions or would like additional information about this attachment. Thank you for considering this important request!

Regards,

Peter Olesheski Jr.

Peter Olesheski, Director
Public Property & Programs

Resolution # _____

RESOLUTION TO PURCHASE WOOD FIBER FOR NEW PLAYGROUND AT SCOUT HALL

WHEREAS, the Town of Johnsbury (the "Town") approved the purchase of playground equipment in Resolution #23-175; and

WHEREAS, the Department of Public Properties and Programs ("3P") desires to purchase wood fiber in support of the installation of said equipment; and

WHEREAS, the 3p has selected a vendor in accordance with the Town's procurement process; and

WHEREAS, four thousand dollars (\$4000) is being donated for this purchase by the non-profit, Friends of the Park.

NOW THEREFORE IT BE RESOLVED, that the Town Board approves the purchase of wood fiber by the Department of Public Properties and Programs in an amount no to exceed \$4,000.

Ayes _____ Nays _____ Recusals _____



TOWN OF JOHNSBURG

219 Main Street, North Creek, NY 12853
Phone: (518) 251-2421 ~Fax: (518) 251-9991

9/25/23

Town Board Members:

Bakers Mills
Johnsburg
Garnet Lake
North Creek
North River
Riparius
Wevertown

Town Supervisor
Mark Smith
(518) 251-2421x4

Town Council
Gene Arsenault
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**Public Property &
Programs**
Peter Olesheski
(518) 232-6847

At the beginning of September, the Board approved the purchase of new playground equipment for Sodom Field/Scout Hall. While we wait for delivery of this equipment, my staff is busy making preparations for installation. In order to meet recommended safety guidelines for this equipment, we will need to install approximately 200 cubic yards of engineered wood fiber around the new playground, which I would like to purchase through Parkitects, Inc.

The cost estimate for the necessary wood fiber is \$7,550, however the Friends of Johnsburg Town Parks received a grant which will cover \$4,000 of this cost. **I am currently seeking approval from the Town Board to spend up to \$4,000 from the Parks contractual budget line, in order to make this engineered wood fiber purchase.** There is currently approximately \$45,000 remaining in this budget line.

Please let me know if you have any questions or would like additional information about this project. Thank you for considering this important request!

Regards,

Peter Olesheski Jr.

Peter Olesheski, Director
Public Property & Programs

Resolution # _____

**RESOLUTION TO APPROVE SALARY ADJUSTMENT FOR PUBLIC PROPERTY
AND PROGRAMS PARKS LABORER 1**

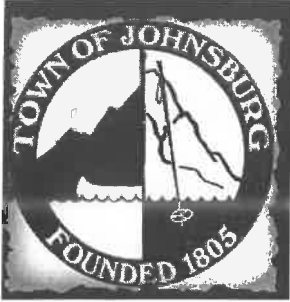
WHEREAS, the Department of Public Property and Program (3P) has reorganized under Resolution #23-156 ; and

WHEREAS, the Director of P3 has determined that there should be compensation parity between the Laborer 1 position for Parks and Laborer 1 position for Buildings; and

WHEREAS, the increase in compensation is budget neutral for 2023.

NOW THEREFORE IT BE RESOLVED, that the Town Board approves an increase of compensation for Public Property and Programs Parks Laborer 1 to \$18.00 per hour.

Ayes _____ Nays _____ Recusals _____



TOWN OF JOHNSBURG

219 Main Street, North Creek, NY 12853
Phone: (518) 251-2421 ~Fax: (518) 251-9991

9/26/23

Bakers Mills
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(518) 251-2421x5

**Public Property &
Programs**
Peter Olesheski
(518) 232-6847

Town Board Members:

As you know, there have been a lot of changes happening within the Department of Public Property and Programs this year, which have included adding staff and restructuring the duties of current employees. All of these changes have been made in an effort to make the department more efficient and productive and I believe the results speak for themselves. This summer, our Town ball fields and cemeteries received more attention than ever before, while many long overdue improvements to our town buildings and properties were completed or are currently underway.

One position that has been called upon to assume added responsibilities is the Parks Laborer 1, currently held by Andy Baker. Over the past two years, Andy has shown himself to be a reliable, hard worker and capable equipment operator. As the most experienced member of my Parks staff, Andy also assumes a leadership role, any time that I am away from the department and my staff. It is for these reasons that **I respectfully request that the Town Board raise the hourly wage for Andy Baker's position to \$18 per hour, effective immediately.** This would match the recent pay increase given to our Town Custodian, who has also assumed additional maintenance responsibilities over the past few months, and it would create equity in the second tier of my department's organizational chart.

Please let me know if you would like additional information about this request. Thank you for continuing to support the Department of Public Property & Programs!

Regards,

Peter Olesheski Jr.

Peter Olesheski, Director
Public Property & Programs

Resolution # _____

**RESOLUTION AUTHORIZING THE FILLING OF VACANT POSITION IN THE
DEPARTMENT OF PUBLIC PROPERTY & PROGRAMS**

WHEREAS, the Department of Public Property and Program (3P) has a vacancy for a Laborer 3 position; and

WHEREAS, the Director of P3 wishes to fill that position; and

WHEREAS, the filling of this position will not have any adverse impact on the 2023 budget.

NOW THEREFORE IT BE RESOLVED, that the Town Board authorizes the Director of Public Properties and Programs to advertise and fill this Labor 3 position.

FFURTHER BE IT RESOLVED, that the compensation for this position be fifteen (15) dollars per hour.

Ayes _____ Nays _____ Recusals _____

Resolution # _____

**RESOLUTION AUTHORIZING A FULL TIME POSITION FOR THE TRANSFER
STATION ATTENDANT**

WHEREAS, the Department of Public Property and Program (3P) has determined that the position of Transfer Attendant should be a full-time position to accommodate the new operating hours of the Transfer Station; and

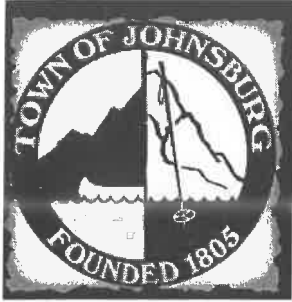
WHEREAS, this position shall be filled as a Laborer 3 position; and

WHEREAS, the funding of this position shall not require a change to the 2023 budget.

NOW THEREFORE IT BE RESOLVED, that the Town Board authorizes the position of Transfer Attendant to be a full-time position.

FFURTHER BE IT RESOLVED, that the compensation for this position start at fifteen (15) dollars per hour.

Ayes _____ Nays _____ Recusals _____



TOWN OF JOHNSBURG

219 Main Street, North Creek, NY 12853
Phone: (518) 251-2421 ~Fax: (518) 251-9991

9/26/23

Bakers Mills
Johnsburg
Garnet Lake
North Creek
North River
Riparius
Wevertown

Town Supervisor
Mark Smith
(518) 251-2421x4

Town Council
Gene Arsenault
Arnold Stevens
Justin Gonyo
Pete Hoskins

Highway Superintendent
Fred Comstock
(518) 251-2113

Town Clerk
Jean Comstock
(518) 251-2421x3

Town Assessor
Letitia Williams
(518) 251-2421x6

Zoning Enforcement
(518) 251-2421x5

**Public Property &
Programs**
Peter Olesheski
(518) 232-6847

Town Board Members:

On Sunday, September 17th, long-time Transfer Station Attendant Ray Flath notified me of his retirement, effective September 24th. Several days later, I filled the newly created Buildings Laborer position by hiring Todd Tucker and began training him to assist with covering the Transfer Station until a replacement for Ray could be found. I am happy to report that Todd has shown great aptitude and an interest in this position over the past 2 weeks. His desire to work 40 hours per week has also allowed me to expand the hours of the Transfer Station from 34 to 40 hours per week. Therefore, **I respectfully request that the Town Board recognize Todd Tucker as the new full-time (40 hours per week) Transfer Station Attendant, at a starting pay rate of \$15 per hour, effective immediately.**

Furthermore, I am asking that the Town Board authorize me to fill again, the vacant Buildings Laborer position. The pay rate for this position would also be \$15 per hour.

Please let me know if you have any questions or would like additional information about these requests. Thank you for your continued support of the Department of Public Property and Programs!

Regards,

Peter Olesheski Jr.

Peter Olesheski, Director
Public Property & Programs

**Town of Johnsburg Historian
March-August 2023
Report to Town Board**

<u>Numerical Report</u>	<u>Mar-Aug</u>	<u>Year to date</u>
Office Visitors:	2	2
Inquiries:	13	17
Municipal meetings attended: (Town)	7	10
Exhibits:	0	0
School Classroom Lectures/Presentations:	0	0

Historical Research:

Researched Gore Mountain Ski Center and ORDA in newspapers, 1995-1997.

I researched and wrote the script about Emma Holcomb for the Graveyard Walk presented by Gem Radio Theatre.

Researched the J. Alexander grist mill and Abner Yauny (sp?) carding mill located where the Wevertown Tannery was. Looked at Moston, Murphy and Morehouse files.

Historical Publications & Exhibits:

Historical Events/Celebrations:

Participated in the Johnsburg Historical Society's Grand Opening and 50th Anniversary celebrations.

Historical Preservation Projects:

Cemeteries: In 2022, 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. I hope 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. Revolutionary soldier, Abiram Galusha is buried in the Wevertown cemetery. There are at least 3 other Revolutionary soldiers buried in the town. I met with Peter Olesheski on March 31st. I also shared information on NYS cemetery law with Peter. I plan to request another meeting this fall.

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. Ken Hammond recently passed away. We have ordered and received the tripod approved by the town. There was a workday at the Wevertown cemetery this spring but the summer brought many challenges, and will begin work again in October to clean up some of the cemeteries and possibly reset a few stones.

I have shared the information on cleaning headstones, cemetery preservation, and NYS cemetery law with the Warren County Historian and the other municipal historians in Warren County.

**Town of Johnsburg Historian
March-August 2023
Report to Town Board**

Heritage/Tourism Projects:

I worked with JHS as the Town Historian on research and as Treasurer of JHS to get the house/museum ready for opening July 1, 2023. I continue to share historical information with JHS.

Started planning for History Days.

The Warren County Historian, Stan Cianfarano, has requested that each historian start to plan for the 250th anniversary of the American Revolution in 2026.

Conferences/Workshops/Webinars Attended:

Attended a webinar, "Abandoned Cemeteries and Municipal Responsibilities", presented by the Tug Hill Association on cemeteries.

Hosted the Warren County Municipal Historians' meeting on May 1st.

Attended a Warren County Municipal Historians' meeting at Warrensburg, July 26th.

Inquiries: March-August:

May Seaman – Looking for information on Anna Curtis Hills Gardner burial site. Not yet found.

Kelly Nessel – Looking for information on Riverfront, Riparius Park and Mill Creek/Sullivan's Island. I shared what I had.

Glenn Pearsall shared information about a William B. Waddell who was a Pony Express rider, wondering if he could be connected to the Johnsburg Waddells. I have not had time to look into this.

Dianne Harrington Szlachtowski inquired about a man, Dave Watson, who did odd jobs at her family's farm. I could not find any information in the files about him.

Beth Wadleigh contacted the town about who to contact for the Catholic cemetery. This was forwarded to me. I suggested she call either the Northern Points Cluster Office or Father John O'Kane.

Glenn Pearsall asked about the "New American Hotel" and the "Beehive Hotel". This research is pending.

Evelyn Greene asked about "the four metal rings along the North Creek trail? And the huge metal wheel thing." Pending.

Chris Boeman, a Curtis researcher from Ohio, visited and I helped him with research about the Curtis family, location of Norman Curtis's headstone in Bates, and Curtis Clearing. He is continuing his research and it still in contact with me.

Laura Johnson asked about information on Converse Grover and his father Nehemiah Grover. I shared what information I had and did a little research which I shared. Also, I suggested she do a deed research using Warren County's site.

Denis Brennan, Town of Niskayuna Historian, requested information about the Schenectady County Fish and Game Protective Association which supposedly purchased property for their association near Crane Mountain. I was able to determine that the property was actually owned by Metropolitan Enterprises Corp.

Sandi Parisi, Warrensburg Historian, asked for information on the Dayton family and "earmarks for Johnsburg" (assume this means "sheep marks". No Dayton information was available, nor any Dayton sheep marks.

Donna Shisler requested information on Herbert D. Baker burial place. She thought that he was in Bates. I did some research for her and found him in a Burnt Hills cemetery.

Ellen Conrad is looking for who Abiram Galusha's father was. I looked and gave her a suggestion.

Research/Items received from others:

Rachelle Kowal – Offered copies of family letters. This has not happened yet.

A Hewitt descendant donated yearbooks and photos and local information. I copied these for my files and shared to original with JHS.

Larry Cook donated a copy of the Sunday, Post-Standard, Syracuse, NY, June 6, 1958 that had an article about Barton Mines, "Barton Garnets of Gore Mountain".

Chris Heidrich donated a North Creek Ski Bowl Topographical Map.

**Town of Johnsburg Historian
March-August 2023
Report to Town Board**

Evelyn Greene shared an orchid book, a study of the orchids in the Adirondacks, that was done by Wilma Shields. She allowed me to scan the book and share it with the historical society and the Johnsburg library. She also share Wilma's obituary.

Rachelle Kowal asked for information on the Curtis and Hitchcock families. I shared what there is in the files.

Karen Weixeldorfer requested information on where her Reese ancestors' graves were located. I shared that they are in Bates cemetery.

Other:

Last year, Andrea Hogan 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. 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 and the Town of Lake George supervisor and the historian. LG town and village received a grant to improve their shared records room. Town Clerk Jean Comstock and I talked and decided to track the temperature and humidity in the room.

In January 2023, I attended a webinar about the LGRMIF grants opportunity. After listening to the requirements, I had second thoughts about applying for this grant in 2023. First, the Town Clerk is the Records Manager, and I would be her support. Second, we are not ready to apply for this. I talked with Jean, and we decided not to apply at this time but instead to try to get the records room better organized. We decided to wait until Jean is done with tax season to start this.

I ordered supplies and started to reorganize the historian files. Ongoing.

Sara Frankenfeld, Warren County Planning, and Dan Forbush are working on a project about the First Wilderness Corridor and have asked me to be involved. I haven't had the time to do this. Maybe this fall. I do get requests to verify information.

Continuing Research:

Johnsburg hotels (share with Warren County Planning for the History Mapper).

Johnsburg and the 250th anniversary of the American Revolution.

Cemeteries.

Plans for 2023:

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. I have asked the librarian if I could borrow her summer youth helper for 2-6 hours a week as needed.

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 apologize for the delay in submitting my reports.

Respectfully submitted September 26, 2023.

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 August, 2023:

DATED: September 7, 2023



SUPERVISOR

	Balance 07/31/2023	Increases	Decreases	Balance 08/31/2023
A GENERAL FUND				
CASH - CHECKING	182,049.87	261,030.66	149,406.88	293,673.65
CASH - MONEY MARKET	217,328.70	1,609.46	0.00	218,938.16
NYCLASS	837,306.91	3,688.63	0.00	840,995.54
PETTY CASH	100.00	0.00	0.00	100.00
DOG PARK - MONEY MARKET	4,760.50	0.00	0.00	4,760.50
PLANNING	12,782.57	0.00	0.00	12,782.57
WWT - O&M	25,000.00	0.00	0.00	25,000.00
SKI BOWL PARK RESERVE	6,972.68	30.72	0.00	7,003.40
TOTAL	1,286,301.23	266,359.47	149,406.88	1,403,253.82
DA HIGHWAY FUND				
CASH - CHECKING	274,376.63	135,982.81	249,082.79	161,276.65
NYCLASS	766,494.78	3,376.71	0.00	769,871.49
PETTY CASH	100.00	0.00	0.00	100.00
BRIDGE RESERVE - NY CLASS	90,293.84	397.80	0.00	90,691.64
EQUIPMENT RESERVE - NY CLASS	319,964.96	1,409.54	0.00	321,374.50
TOTAL	1,451,230.21	141,166.86	249,082.79	1,343,314.28
HA HIGHWAY EQUIPMENT				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HB WATER IMPROVEMENT PROJECT				
	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00
HC SEWER DISTRICT PROJECT				
CASH - CHECKING	31,204.44	0.00	28,175.00	3,029.44
NYCLASS	201,819.03	889.11	0.00	202,708.14
TOTAL	233,023.47	889.11	28,175.00	205,737.58
L LIBRARY FUND				
CASH - CHECKING	17,656.96	125.00	11,970.44	5,811.52
NYCLASS	95,811.64	422.08	0.00	96,233.72
TOTAL	113,468.60	547.08	11,970.44	102,045.24
SF FIRE PROTECTION DISTRICT				

MONTHLY REPORT OF SUPERVISOR

	Balance 07/31/2023	Increases	Decreases	Balance 08/31/2023
NYCLASS	0.00 31,176.51	0.00 137.34	0.00 0.00	0.00 31,313.85
TOTAL	31,176.51	137.34	0.00	31,313.85
SM EMS				
CASH - CHECKING	0.00	26,526.93	26,526.93	0.00
NYCLASS	729.01	26,620.69	0.00	27,349.70
TOTAL	729.01	53,147.62	26,526.93	27,349.70
SW WATER DISTRICT				
CASH - CHECKING	25,425.99	0.00	9,227.91	16,198.08
CASH MONEY MARKET	250.00	0.00	0.00	250.00
NYCLASS	81,518.13	359.11	0.00	81,877.24
WATER SAVINGS ACCOUNT	0.70	0.00	0.00	0.70
TOTAL	107,194.82	359.11	9,227.91	98,326.02
TA TRUST AND AGENCY				
CASH - CHECKING	28,620.31	145,289.99	132,747.23	41,163.07
HRA ACCOUNT	2,427.88	21,938.18	2,095.81	22,270.25
TOTAL	31,048.19	167,228.17	134,843.04	63,433.32
TOTAL ALL FUNDS	3,254,172.04	629,834.76	609,232.99	3,274,773.81

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 16

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

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
647	W. B. Mason Co. Inc. 241054956/paper	A1110.4	76.00	11081 10/04/2023
689	David Cavanagh September/D. Cavanagh September phone reimbursement	A1110.4	25.00	11119 10/04/2023
631	Sun Community News 341074/Audit notification	A1410.4	28.09	11065 10/04/2023
647	W. B. Mason Co. Inc. 240715699/8g thumb drives	A1410.4	22.00	11081 10/04/2023
647	W. B. Mason Co. Inc. 241072435/toner	A1410.4	92.52	11081 10/04/2023
631	Sun Community News 343148/Town Board Meeting Canceled	A1410.4	19.24	11065 10/04/2023
663	GAR Associates LLC 1012395/preliminary appraisal 112 ski bowl	A1420.4	5,000.00	11095 10/04/2023
677	Miller, Mannix, Schachner & 10/3/23/Legal services thru 8/31/23	A1420.4	1,728.00	11107 10/04/2023
626	First National Bank of Omaha 10/1/23/Zoom Fees 8/19/23	A1430.4	115.99	11055 09/13/2023
647	W. B. Mason Co. Inc. 240715829/index cards, therma pouch	A1430.4	156.31	11081 10/04/2023
647	W. B. Mason Co. Inc. 241054956/paper	A1430.4	76.00	11081 10/04/2023
690	Joann Morehouse September/J. Morehouse September phone reimbursement	A1430.4	25.00	11120 10/04/2023
626	First National Bank of Omaha 10/1/23/Lowes - Tools Buildings - 8/21/23	A1620.2	360.28	11055 09/13/2023
626	First National Bank of Omaha 10/1/23/Lowes - Tax refund - 8/28/23	A1620.2	-23.57	11055 09/13/2023
626	First National Bank of Omaha 10/1/23/Harbor freight - Tools Buildings 8/21/23	A1620.2	210.92	11055 09/13/2023
646	Braley & Noxon Warrensburg 62795/2/8/16/23	A1620.2	102.97	11080 10/04/2023
646	Braley & Noxon Warrensburg 62804/2/8/17/23	A1620.2	14.99	11080 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 2 of 16

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
624	SLIC Network Solutions, INC. 3537295/Phones & Internet	A1620.4	573.46	11053 09/05/2023
630	Seeley Office Systems 337267/copier contract due 9/10/23	A1620.4	35.00	11064 10/04/2023
645	TC Murphy Lumber Co. 849397/8/4/23 PEX Pipe	A1620.4	13.96	11079 10/04/2023
645	TC Murphy Lumber Co. 849397/8/10/23 loctite	A1620.4	9.99	11079 10/04/2023
645	TC Murphy Lumber Co. 850004/Tools for buildings	A1620.4	115.96	11079 10/04/2023
646	Braley & Noxon Warrensburg 62505/2/8/2/23	A1620.4	163.85	11080 10/04/2023
646	Braley & Noxon Warrensburg 104082/1/8/2/23	A1620.4	1.98	11080 10/04/2023
646	Braley & Noxon Warrensburg 62513/2/8/2/23	A1620.4	7.57	11080 10/04/2023
646	Braley & Noxon Warrensburg 62521/2/8/2/23	A1620.4	9.94	11080 10/04/2023
646	Braley & Noxon Warrensburg 62523/2/8/2/23	A1620.4	22.38	11080 10/04/2023
646	Braley & Noxon Warrensburg 62554/2/8/3/23	A1620.4	7.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62566/2/8/4/23	A1620.4	8.38	11080 10/04/2023
646	Braley & Noxon Warrensburg 62620/2/8/7/23	A1620.4	3.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62656/2/8/9/23	A1620.4	8.59	11080 10/04/2023
646	Braley & Noxon Warrensburg 62666/2/8/9/23	A1620.4	18.39	11080 10/04/2023
646	Braley & Noxon Warrensburg 62844/2/8/18/23	A1620.4	11.58	11080 10/04/2023
646	Braley & Noxon Warrensburg 62897/2/8/22/23	A1620.4	73.37	11080 10/04/2023
646	Braley & Noxon Warrensburg 62940/2/8/23/23	A1620.4	17.98	11080 10/04/2023
646	Braley & Noxon Warrensburg 63012/2/8/28/23	A1620.4	16.18	11080 10/04/2023
646	Braley & Noxon Warrensburg 63021/2/8/28/23	A1620.4	29.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 63028/2/8/29/23	A1620.4	0.84	11080 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 3 of 16

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
646	Bralely & Noxon Warrensburg 63031/2/8/29/23	A1620.4	8.99	11080 10/04/2023
646	Bralely & Noxon Warrensburg 63053/2/8/30/23	A1620.4	6.77	11080 10/04/2023
646	Bralely & Noxon Warrensburg 63085/2/8/31/23	A1620.4	66.99	11080 10/04/2023
646	Bralely & Noxon Warrensburg 63086/2/8/31/23	A1620.4	5.99	11080 10/04/2023
647	W. B. Mason Co. Inc. 240702558/toilet paper	A1620.4	49.50	11081 10/04/2023
661	Frontier 518-251-9899-061620-4/Internet	A1620.4	29.99	11059 09/25/2023
661	Frontier 518-251-2742-071502-4/Dump	A1620.4	93.91	11059 09/25/2023
662	National Grid 10/4/23/13591-40043 21 railroad PI	A1620.4	920.47	11060 09/25/2023
662	National Grid 10/4/23/23240-34104 8 Peaceful Valley Road	A1620.4	87.22	11060 09/25/2023
662	National Grid 10/4/23/20688-24100 2370 ST Rt 28	A1620.4	73.49	11060 09/25/2023
662	National Grid 10/4/23/53088-24101 welcome sign	A1620.4	34.41	11060 09/25/2023
662	National Grid 10/4/23/80896-62008 18 RR Place Lite	A1620.4	28.14	11060 09/25/2023
662	National Grid 10/13/23/20640-34119 Compactor	A1620.4	174.22	11060 09/25/2023
662	National Grid 10/13/23/76640-33100 219 Main Street	A1620.4	21.02	11060 09/25/2023
662	National Grid 10/13/23/41088-24106 Monument	A1620.4	33.74	11060 09/25/2023
674	Panther Mountain Electric 9/11/23Purchase & Install new baseboard heaters	A1620.4	1,209.76	11104 10/04/2023
678	Staples Contract & Commercial 3547520199/Lysol Wipes	A1620.4	36.20	11108 10/04/2023
645	TC Murphy Lumber Co. 851016/23 gallon waste can	A1620.4	34.99	11079 10/04/2023
645	TC Murphy Lumber Co. 851429/N95, Drop cloths & tacks for wevertown	A1620.4	49.44	11079 10/04/2023
645	TC Murphy Lumber Co. 851511/Disposable coveralls wevertown	A1620.4	58.95	11079 10/04/2023
645	TC Murphy Lumber Co. 851694/floodlight bulb kellogg building	A1620.4	19.99	11079 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 4 of 16

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
700	Foresight Electronic Monitor 31796/Town Hall Alarm	A1620.4	60.00	11129 10/04/2023
700	Foresight Electronic Monitor 31795/Highway Alarm	A1620.4	60.00	11129 10/04/2023
645	TC Murphy Lumber Co. 849455/8/7/23 Spreaders, sandpaper, paint	A1620.41	24.47	11079 10/04/2023
645	TC Murphy Lumber Co. 849648/8/10/23 Sanding discs	A1620.41	21.98	11079 10/04/2023
646	Braley & Noxon Warrensburg 62601/2/8/7/23	A1620.41	19.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62640/2/8/8/23	A1620.41	18.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62681/2/8/10/23	A1620.41	8.59	11080 10/04/2023
646	Braley & Noxon Warrensburg 62686/2/8/10/23	A1620.41	7.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62694/2/8/11/23	A1620.41	5.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62732/2/8/14/23	A1620.41	12.30	11080 10/04/2023
646	Braley & Noxon Warrensburg 62776/2/8/16/23	A1620.41	1.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62915/2/8/22/23	A1620.41	64.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 62934/2/8/23/23	A1620.41	6.59	11080 10/04/2023
646	Braley & Noxon Warrensburg 62971/2/8/25/23	A1620.41	9.59	11080 10/04/2023
661	Frontier 518-251-2557-071502-4/Tannery Pond	A1620.41	93.68	11059 09/25/2023
700	Foresight Electronic Monitor 31796/Tannery Pond Alarm	A1620.41	60.00	11129 10/04/2023
676	Carpenter-Associates Insuring 1200/Roller & new truck insurance	A1910.4	483.10	11106 10/04/2023
652	THE LA GROUP 41007/ski bowl master plan update	A4010.4C	2,000.00	11086 10/04/2023
637	Hudson Headwaters Health Net INV00000000016224/TOJ 9/1/23-2/29/24	A4560.4	15,000.00	11071 10/04/2023
691	National Grid 10/19/23/511552-94102 Outdoor lighting services	A5182.4	2,844.73	11063 09/29/2023
701	Johnsburg Historical Society 50th Anniv/50th Anniversary 2023 spring award	A6410.4	1,800.00	11130 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
701	Johnsburg Historical Society Exhibits/Grand Opening/Exhibis 2022 award	A6410.4	1,563.85	11130 10/04/2023
653	NY State Comptroller's Office July 2023/State Share Fines & Fees July 2023	A690	65.00	11087 10/04/2023
628	Home Depot credit services 8/21/23/Tools for Buildings	A7110.4	117.46	11057 09/13/2023
645	TC Murphy Lumber Co. 849471/8/7/23 Toilet seat	A7110.4	29.99	11079 10/04/2023
645	TC Murphy Lumber Co. 850367/staples, spray paint, numbers	A7110.4	364.86	11079 10/04/2023
646	Braley & Noxon Warrensburg 62560/2/8/4/23	A7110.4	50.97	11080 10/04/2023
646	Braley & Noxon Warrensburg 62571/2/8/4/23	A7110.4	66.96	11080 10/04/2023
646	Braley & Noxon Warrensburg 62602/2/8/7/23	A7110.4	33.98	11080 10/04/2023
646	Braley & Noxon Warrensburg 62823/2/8/18/23	A7110.4	13.99	11080 10/04/2023
646	Braley & Noxon Warrensburg 63055/2/8/30/23	A7110.4	50.97	11080 10/04/2023
646	Braley & Noxon Warrensburg 63088/2/8/31/23	A7110.4	14.99	11080 10/04/2023
675	Northern Septic & Portajohn 396/Riverfront Park	A7110.4	230.00	11105 10/04/2023
682	Chemung Supply Corporation 025620/Culverts - Hazzard Mitigation Grant	A7145.4	10,800.00	11112 10/04/2023
685	KATHLEEN SUOZZO, P.E., PLLC 2308_21-065(11)/Ski Bowl Mitigation engineering services	A7145.4	9,191.25	11115 10/04/2023
644	Johnsburg Central School 2646/Bus charges for summer youth program	A7310.4	1,455.66	11078 10/04/2023
695	Nicole Williams 9/26/23/CPR/AED Training for Jennie A. Tristan M	A7310.4	300.00	11124 10/04/2023
694	DEANA WOOD 8/18/23/APHNYS Conference registration	A7510.4	260.00	11123 10/04/2023
694	DEANA WOOD 9/20/23/Hotel Ithaca	A7510.4	417.00	11123 10/04/2023
631	Sun Community News 343147/Planning Board Bateman Subdivision	A8020.4	26.94	11065 10/04/2023
631	Sun Community News 343146/Planning Board Hayley's Motel	A8020.4	26.94	11065 10/04/2023
643	Waste Management Corporate Ser 7744158-0449-1/Recyclables	A8090.4	1,842.00	11077 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
693	eLot Electronics Recycling 70075/Electronic aster recycling	A8090.4	339.18	11122 10/04/2023
643	Waste Management Corporate Ser 7744268-0449-8/Trash Hauling	A8160.4	7,636.45	11077 10/04/2023
672	HIGHMARK BLUE SHIELD OF NE NY 230920365150/October billing period	A9060.8	1,250.90	11061 09/25/2023
673	CDPHP 232552227237/10/1/23-10/31/23	A9060.8	9,174.70	11062 09/25/2023
673	CDPHP 232550011777/10/1/23-10/31/23 Retiree	A9060.8	1,694.00	11062 09/25/2023
654	The Safety Warehouse 335062/Peter Olesheski allotment	A9089.8	545.91	11088 10/04/2023
654	The Safety Warehouse 335063/Andy Baker allotment	A9089.8	197.46	11088 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
683	The EZ Street Company 20038312/Cols Patch - asphalt	DA5110.4	1,092.00	11113 10/04/2023
687	Mitchell Stone Products 66522/Item 4 @ \$7.95	DA5110.4	668.12	11117 10/04/2023
687	Mitchell Stone Products 66634/1 1/2 minus \$7.95	DA5110.4	683.47	11117 10/04/2023
687	Mitchell Stone Products 66672/1 1/2 minus \$7.95	DA5110.4	659.69	11117 10/04/2023
687	Mitchell Stone Products 66690/1 1/2 minus \$7.95	DA5110.4	171.32	11117 10/04/2023
687	Mitchell Stone Products 66777/1 1/2 minus \$7.95	DA5110.4	509.67	11117 10/04/2023
687	Mitchell Stone Products 67022/1 1/2 minus \$7.95	DA5110.4	170.05	11117 10/04/2023
687	Mitchell Stone Products 67038/1 1/2 minus \$7.95	DA5110.4	305.28	11117 10/04/2023
687	Mitchell Stone Products 67065/1 1/2 minus \$7.95	DA5110.4	658.66	11117 10/04/2023
651	Peckham Materials Corp 23-2579-02/7/3/23-8/3/23 - paving crew & mobilization	DA5112.2	28,375.00	11085 10/04/2023
686	Mohawk Chevrolet 5000710/2024 Chevy Silverado 2500 w plow	DA5112.2	66,177.43	11116 10/04/2023
687	Mitchell Stone Products 66575/3/4 minus \$8.95	DA5112.2	730.85	11117 10/04/2023
687	Mitchell Stone Products 66601/3/4 minus \$8.95	DA5112.2	1,289.88	11117 10/04/2023
687	Mitchell Stone Products 66619/3/4 minus \$8.95	DA5112.2	1,056.10	11117 10/04/2023
627	First National Bank of Omaha 10/1/2023 HWY/8/8/23 Mowhawk Chevrolet - truck deposit	DA5130.2	500.00	11056 09/13/2023
627	First National Bank of Omaha 10/1/23 HWY/8/16/23 Prime Weld - Tig welder	DA5130.2	869.00	11056 09/13/2023
627	First National Bank of Omaha 10/1/2023 HWY/8/16/23 Primeweld - welding supplies	DA5130.2	399.99	11056 09/13/2023
627	First National Bank of Omaha 10/1/23 HWY/Credit	DA5130.2	-44.79	11056 09/13/2023
627	First National Bank of Omaha 10/1/2023 HWY/8/22/23 Bakersgas - welding rod	DA5130.4	424.21	11056 09/13/2023
633	Fastenal Company NYSOU190594/Bolts	DA5130.4	174.27	11067 10/04/2023
634	VI Enterprises 230357/8/2/23	DA5130.4	66.00	11068 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
634	VI Enterprises 230424/8/3/23	DA5130.4	41.38	11068 10/04/2023
634	VI Enterprises 230618/8/7/23	DA5130.4	173.95	11068 10/04/2023
634	VI Enterprises 230633/8/7/23	DA5130.4	73.56	11068 10/04/2023
634	VI Enterprises 230640/8/7/23	DA5130.4	308.42	11068 10/04/2023
634	VI Enterprises 230702/8/8/23	DA5130.4	208.62	11068 10/04/2023
634	VI Enterprises 230728/8/8/23	DA5130.4	-14.00	11068 10/04/2023
634	VI Enterprises 230856/8/10/23	DA5130.4	152.70	11068 10/04/2023
634	VI Enterprises 230913/8/10/23	DA5130.4	153.00	11068 10/04/2023
634	VI Enterprises 230914/8/10/23	DA5130.4	99.90	11068 10/04/2023
634	VI Enterprises 230999/8/11/23	DA5130.4	55.91	11068 10/04/2023
634	VI Enterprises 231630/8/23/23	DA5130.4	42.00	11068 10/04/2023
634	VI Enterprises 231730/8/24/23	DA5130.4	173.95	11068 10/04/2023
634	VI Enterprises 231778/8/25/23	DA5130.4	-14.00	11068 10/04/2023
634	VI Enterprises 231886/8/28/23	DA5130.4	108.38	11068 10/04/2023
634	VI Enterprises 231944/8/29/23	DA5130.4	23.90	11068 10/04/2023
634	VI Enterprises 231991/8/30/23	DA5130.4	12.06	11068 10/04/2023
635	Bld. Auto Elec Rebuilders 82556/Starter rebuild	DA5130.4	265.00	11069 10/04/2023
636	TC Murphy Lumber Co. 849673/Joist hanger Treated SYP	DA5130.4	157.86	11070 10/04/2023
638	Wallace Supply Co., INC 46524/Sockets	DA5130.4	63.61	11072 10/04/2023
639	HAUN Welding Supply, Inc. 3124383/Helium Compresses for TIG	DA5130.4	177.00	11073 10/04/2023
640	Corporate Billing, LLC X121015579:01/DEF Fluid	DA5130.4	183.54	11074 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
640	Corporate Billing, LLC X121015164:01/Quick release Valves	DA5130.4	88.58	11074 10/04/2023
640	Corporate Billing, LLC X121015641:01/Pump	DA5130.4	33.78	11074 10/04/2023
641	Tractor Supply Credit Plan 200300434/shop towels, tire, startron fuel	DA5130.4	102.43	11075 10/04/2023
648	Capital Tractor Inc PG71353/NH Cab filters	DA5130.4	162.44	11082 10/04/2023
649	Tracey Road Equipment Inc X106053960:01/Speedometer	DA5130.4	359.09	11083 10/04/2023
649	Tracey Road Equipment Inc X106054380:01/swing arm, kit, mirror	DA5130.4	177.31	11083 10/04/2023
650	Braley & Noxon Warrensburg 62755/spray paint	DA5130.4	16.89	11084 10/04/2023
650	Braley & Noxon Warrensburg 62802/metal primer	DA5130.4	86.57	11084 10/04/2023
664	Lowe's 991347/casters & chalk	DA5130.4	156.99	11096 10/04/2023
666	Milton Cat INV3018038/O rings	DA5130.4	25.84	11098 10/04/2023
667	Lake George Auto and Marine 8825-3233063/combo 3 strok & clevis	DA5130.4	81.38	11099 10/04/2023
666	Milton Cat INV3020544/5 gal pails of oil for CAT EQ	DA5130.4	308.68	11098 10/04/2023
669	Adirondack 2-way Radio Inc 174948/Installation of radio in new truck	DA5130.4	796.09	11101 10/04/2023
670	Emerald Equipment Systems Inc 0123206-IN/6X4 side tension screen for screen plant	DA5130.4	451.23	11102 10/04/2023
670	Emerald Equipment Systems Inc 0123207-IN/Parts for screen plant	DA5130.4	479.22	11102 10/04/2023
670	Emerald Equipment Systems Inc 0123291-IN/skirting belt	DA5130.4	589.70	11102 10/04/2023
679	Montage Enterprises 106878/skid shoe, blade bolts nut & pin kit	DA5130.4	266.06	11109 10/04/2023
680	WL Construction Supply Inc. 33208/Diamond Blade & carbide tip	DA5130.4	421.08	11110 10/04/2023
681	Capital Tractor Inc PG71694/Cab filters, bellows, lighter & cover	DA5130.4	303.74	11111 10/04/2023
681	Capital Tractor Inc PG72017/Credit for return parts	DA5130.4	-217.88	11111 10/04/2023
688	NAPA Auto Parts 579440/Tire repair	DA5130.4	34.09	11118 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
668	Atlantic Salt, Inc. INV093501/Storage fee for holding salt	DA5142.4	205.56	11100 10/04/2023
673	CDPHP 232552227237/10/1/23-10/31/23	DA9060.8	13,859.05	11062 09/25/2023
673	CDPHP 232550011777/10/1/23-10/31/23 Retiree	DA9060.8	2,677.70	11062 09/25/2023
671	Robert K Austin 9/13/23/Walmart - Jeans	DA9089.8	99.90	11103 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

WATER IMPROVEMENT PROJECT

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
655	Cedarwood Engineering Services 18-034_95/NC Water Upgrade WIIA	HB8120.44	11,382.50	11089 10/04/2023
625	J&K Trucking & Excavating Inc 9/8/23/Payment #1 - NC Water - WIIA #18751	HB8120.45	89,154.00	11054 09/08/2023
692	J&K Trucking & Excavating Inc PMT #2/Application #2 work period thu 8/31/23	HB8120.45	91,047.60	11121 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER DISTRICT PROJECT

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
632	Cedarwood Engineering Services 23-001_7/NC WW Design & Construction Oversight	HC8120.44	26,720.00	11066 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

LIBRARY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
629	SLIC Network Solutions, INC. 3535976/Library Internet	L7410.4	122.90	11058 09/13/2023
656	Baker & Taylor 2037677995/7/20/23	L7410.4	310.13	11090 10/04/2023
656	Baker & Taylor 2037698383/8/1/23	L7410.4	33.05	11090 10/04/2023
656	Baker & Taylor 2037721593/8/11/23	L7410.4	16.65	11090 10/04/2023
656	Baker & Taylor 20677334661/8/17/23	L7410.4	16.52	11090 10/04/2023
657	Carrie Mason 114-1571945-7875439/8/24/23	L7410.4	31.86	11091 10/04/2023
657	Carrie Mason 114-9973699-3342609/8/24/23	L7410.4	11.99	11091 10/04/2023
659	Midwest Tape 504140673/7/31/23	L7410.4	26.24	11093 10/04/2023
659	Midwest Tape 504178497/8/8/23	L7410.4	48.73	11093 10/04/2023
659	Midwest Tape 504215747/8/16/23	L7410.4	22.49	11093 10/04/2023
659	Midwest Tape 504247493/8/22/23	L7410.4	26.24	11093 10/04/2023
660	Southern ADK Library System 2023-7-JBG/SALS Automation Fees	L7410.4	500.60	11094 10/04/2023
696	Baker & Taylor 2037763540/27 books	L7410.4	468.66	11125 10/04/2023
696	Baker & Taylor 2037788398/2 books	L7410.4	22.59	11125 10/04/2023
697	Carrie Mason 114-7887367-9893009/Book	L7410.4	29.49	11126 10/04/2023
697	Carrie Mason 114-7887367-9893009/DVD	L7410.4	45.95	11126 10/04/2023
697	Carrie Mason 114-4202221-1136212/DVD	L7410.4	76.55	11126 10/04/2023
697	Carrie Mason 114-4220098-2463469/DVD	L7410.4	32.46	11126 10/04/2023
697	Carrie Mason 114-2415109-4890657/DVD	L7410.4	37.43	11126 10/04/2023
698	Southern ADK Library System 2023-8-JBG/SALS Automation Fees	L7410.4	500.60	11127 10/04/2023
699	Gale/Cengage Learning 82017697/Large Type Book	L7410.4	52.80	11128 10/04/2023

ABSTRACT OF AUDITED VOUCHERS

LIBRARY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
699	Gale/Cengage Learning 82512964/Large Type Book	L7410.4	31.99	11128 10/04/2023
657	Carrie Mason 2000110000000-73885012/8/16/23	L7410.41	148.04	11091 10/04/2023
657	Carrie Mason 00067D/8/17/23	L7410.41	100.00	11091 10/04/2023
657	Carrie Mason 114-5699125-3214650/8/18/23 Dollar General Grantt	L7410.41	342.94	11091 10/04/2023
657	Carrie Mason 113-1997794-6598639/8/11/23 Stewarts	L7410.41	32.99	11091 10/04/2023
658	Demco 73581388/Dollar General Grant	L7410.41	407.97	11092 10/04/2023
673	CDPHP 232550011777/10/1/23-10/31/23 Retiree	L9060.8	338.80	11062 09/25/2023

ABSTRACT OF AUDITED VOUCHERS

WATER DISTRICT

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
642	Nemec's Sport Shop 1-708222-01/Liquid Chlorine & Safety caps	SW8320.4	544.88	11076 10/04/2023
662	National Grid 10/4/23/71240-34105 peaceful valley pump	SW8320.4	22.93	11060 09/25/2023
665	Pace Analytical Services, LLC 23H3608/water testing	SW8320.4	103.00	11097 10/04/2023
684	Cedarwood Environmental Servic Invoice #7/August 2023 Billing Labor	SW8320.4	4,750.00	11114 10/04/2023
684	Cedarwood Environmental Servic Invoice #7/August 2023 Billing Contract	SW8320.4	3,015.34	11114 10/04/2023
673	CDPHP 232550011777/10/1/23-10/31/23 Retiree	SW9060.8	338.80	11062 09/25/2023

ABSTRACT OF AUDITED VOUCHERS

TRUST AND AGENCY

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/03/2023

NUMBER 014

TOTAL CLAIMS: \$444,734.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
51	Warren County Sheriff PR#19 2023/Court Case #334/07 Case14000054	TA23	176.96	9963 09/11/2023
54	Warren County Sheriff PR#20/Court Case #334/07 Case 14000054	TA23	176.96	9967 09/25/2023
53	Empire Blue Cross 0202309702408/10/1/23-11/1/23 Vision Insurance	TA27	37.28	9965 09/25/2023
50	Aflac New York 254361/August 2023	TA29	513.36	9959 09/05/2023
56	Aflac New York 272931/September Billing Period	TA29	642.24	9974 09/29/2023
52	NYS Child Support Processing PR#19/BU80063A2 PR#19	TA49	366.00	9964 09/11/2023
55	NYS Child Support Processing PR#20 2023/BU80063A2	TA49	366.00	9966 09/25/2023