

**CONTRACT FOR ENGINEERING SERVICES
BETWEEN
TOWN OF JOHNSBURG, NEW YORK
AND
CEDARWOOD ENGINEERING SERVICES, PLLC**

THIS AGREEMENT made the _____ day of _____, _____, by and between the Town of Johnsburg, New York, located at Johnsburg Town Hall, 219 Main Street, Johnsburg, New York, 12853 (herein referred to as the Town), and Cedarwood Engineering Services, PLLC, having a place of business at 625 Maple Avenue, Saratoga Springs, New York 12866 (herein referred to as Cedarwood).

WHEREAS, the Town wishes to obtain engineering services of Cedarwood for a period of one (1) year, commencing January 1, 2023, until December 31, 2023, and thereafter on a quarterly basis by mutual agreement of the parties.

NOW THEREFORE, it is agreed before the parties that:

1. Cedarwood shall perform professional engineering services for the Town as deemed necessary by the Johnsburg Town Board and/or the any Town official approved to authorize work by the Town Board.
2. Cedarwood shall attend up to one (1) Town Board meeting per month, if requested by the Town, to be billed according to attached Rate Schedule.
3. It is agreed that during the period of this Contract, Cedarwood shall provide engineering services to the Town related to capital projects and non-capital projects. It is agreed that such services will be provided to the Town at the rates shown in the attached rate schedule or for an agreed upon fee.
4. Should it be necessary to hire subcontractors for services connected with the engineering services provided by Cedarwood, it is agreed that those

subcontractors' fees shall be passed through to the Town at an agreed upon rate.

5. Services to be provided by Cedarwood shall be approved by the Town prior to performing such services.
6. Parties further agree that should modifications of this Contract be necessary the parties will negotiate in good faith to conform this Contract to the needs of both parties.
7. This Contract shall continue without modifications unless notice is given by the Engineer to the Town by ordinary mail of that party's intention to terminate this Contract within ninety (90) days. The Town may terminate this Contract with two (2) days' notice.
8. Invoices will be submitted to the Town on a monthly basis. Payment shall be made to Cedarwood within 45 calendar days of the date of invoice and forwarded to Cedarwood Engineering Services PLLC, 625 Maple Avenue, Saratoga Springs, NY 12866.
9. Attachments
 - 2023 Rate Schedule
 - Standard Terms and Conditions

TOWN OF JOHNSBURG, NEW YORK

**CEDARWOOD ENGINEERING
SERVICES, PLLC**

By: _____
Andrea Hogan, Supervisor

By: _____
Jonathan Soukup, P.E.

Date: _____

Date: _____

Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

TOWN OF JOHNSBURG

Month Reviewed:

Jan. 2022

Through

Dec. 2022

Name of Justice:

David Cavanagh

Review Performed By:

A. Hoegen

Date

1/3/23

Annual Checklist for Review of Justice Court Records

Yes No

Dockets and Case Files

- ▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?
- ▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.
- ▶ Do dockets for disposed cases appear to be complete?
- ▶ Do dockets for disposed cases agree with amounts reported?

Cash Book Reconciliation

- ▶ Is the cash book reconciled to the adjusted bank balances at the end of each month?
- ▶ Does the cash book total agree with the bank reconciliation and supporting information?

Last Cash Reconciliation:

Date Performed 12/1/22 Month Ending 11/30/22

Reports to the Division of Criminal Justice Services

- ▶ Are reports made timely to the Division of Criminal Justice Services?
- ▶ Has the court received any notices regarding late reporting?
If yes, why were the reports late and what corrective actions were taken? _____

Reports to the Justice Court Fund

- ▶ Are reports made timely to the Justice Court Fund?
- ▶ Do reported amounts agree with docket dispositions and case files?
- ▶ Do reported amounts agree with cash receipt and disbursement books?
Last report submitted: Month Ending 11/30/22 Date 12/5/22 Amount _____
- ▶ Has the court received any notices regarding late reporting?
If yes, why were the reports late and what corrective actions were taken? _____

Annual Checklist for Review of Justice Court Records

Yes No

Cash Receipts Book

- ▶ Are pre-numbered receipt forms issued for all collections? 3672-375062
- ▶ Are duplicate receipts kept for court records? in case files
- ▶ Are receipts recorded up-to-date?
- Last recorded receipt:*
 # 3762 Date 12/1/22 Amount \$125
- ▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection?
- ▶ Are deposits identified?
- ▶ Are duplicate deposit slips kept for court records?
- ▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)?
- ▶ Are deposits recorded up-to-date?
- Last recorded deposit:*
 Date 12/1/22 Amount \$125
- ▶ Is the receipt book totaled and summarized at the end of each month?
 Last Month Totaled and Summarized Nov. 2022

Cash Disbursements Book

- ▶ Are pre-numbered checks used for all disbursements other than petty cash?
- ▶ Are all checks signed by the Justice?
- ▶ Are canceled checks (or check images) returned with bank statements and kept for court records?
- ▶ Are checks recorded up-to-date?
- Last recorded check:*
 # 1053 Date 12/1/22 Amount \$028-

Bank Reconciliations

- ▶ Are bank accounts reconciled promptly after bank statements are received?
- Last Bank Reconciliation for Each Bank Account:*
 Date Performed 11/30 Month Ending Nov 30

Additional Supporting Records

- ▶ Is a list of bail maintained?
- ▶ Is a record of uncollected installment payments maintained?

Annual Checklist for Review of Justice Court Records

Yes No

Reporting to the Department of Motor Vehicles - TSLED Program

- ▶ Has the court received any notices regarding pending cases?
 If yes, why were the cases pending and what corrective actions were taken, if any _____

Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.

- ▶ Are reports from TSLED to the court maintained and utilized?
Last TSLED Report Available: Date 12/9/22
Note: Courts can access reports on-line from TSLED at any time.

- ▶ How many cases are shown as pending in the last TSLED report? 0

- ▶ Does the cash book total agree with the bank reconciliation and supporting information?

- Is the number of pending cases reasonable? 0
- How many cases are shown as pending for more than 90 days? 0
- What actions have been taken to dispose of these cases?

Overall Evaluation

Consistent

Town Board Meeting December 20, 2022

In Attendance: Andrea Hogan – Town Supervisor
Gene Arsenault – Town Councilman – via Zoom
Arnold Stevens – Councilman
Justin Gonyo - Councilman
Jean Comstock – Town Clerk

1. Regular Meeting called to order at 7:04PM; Pledge led by Ms. Nettle
2. Approval of Minutes from the November 15, 2022

RESOLUTION # 22-235

Mr. Stevens made a Motion and moved its passage with a Second Motion from Mr. Gonyo to approve the November 15, 2022 Meeting Minutes. With the following Board Members present voting in favor the Resolution is carried Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays – 0.

3. New/Old Business

- a. This year there is more regional money, we'll put in for the same as last year plus a few more; went around Town to see what we would like to do; the one I'm recommending to the Board JMT Engineering, best value, familiar with our projects; Supervisor Hogan asked if they were the best value; Superintendent Comstock indicated that they were.

RESOLUTION # 22-236

Mr. Arsenault made a Motion and moved its passage with a Second Motion from Mr. Gonyo to approve and accept JMT's bid for the Bridge NY Program for 2023. With the following Board Members present voting in favor the Resolution is carried Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays – 0.

- b. Occ Tax – some money left over for Occ Tax Applications; Mr. Tomb - Glass Blower looking for \$2,400 for marketing and advertising and the Occ Tax Committee approved

RESOLUTION #22-237

Mr. Gonyo made a Motion and moved its passage with a Second Motion from Mr. Arsenault to approve Occ Tax Money of \$2,400 for Mr. Tomb and his glassblowing business for marketing and advertising. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays – 0.

- c. ARPA – Committee met, looked at what the Town had already allocated and where the rest of the money is going; \$68,000+; amending Resolution #63-21 to cover the remaining costs at \$21,000; other payments = \$4,020 – electronics/zoom; \$27,000+ HVAC at Tannery Pond; \$131,000+ remaining – \$2,500 post card mailing, \$30,000 for future child care proposal; \$20,000 historical society; \$20,000 ski bowl park; \$20,000 bathrooms at riverfront park; \$21,000 for sewer; \$19,000 social outreach program, push information out to the community; \$800 – library for non-profits; Supervisor Hogan - looking for a Resolution amending the sewer district at \$21,000; Mr. Gonyo – is this going to get sticky with funding for the District? Supervisor Hogan –no.

RESOLUTION #22-238

Mr. Gonyo made a Motion to approve amending Resolution #63-21 - Sewer District for the \$21,000 and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried . Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays – 0.

Supervisor Hogan is asking for a Resolution for the slate of allocations mentioned above.

RESOLUTION #22-239

Mr. Stevens made a Motion to approve the slate of allocations of: \$131,000+ remaining – \$2,500 post card mailing, \$30,000 for future child care proposal; \$20,000 historical society; \$20,000 ski bowl park; \$20,000 bathrooms at riverfront park; \$21,000 for sewer; \$19,000 social outreach program, push information out to the community; \$800 – library for non-profits and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0. Mr. Gonyo asked what was the last cost for bathrooms at Riverfront Park – would it be more? Mr. Gonyo – what happens if there’s a sunset on this funding; Supervisor Hogan we have until the end of 2024 to allocate and until 2026 to spend.

- d. Marketing Website – Supervisor Hogan – 4-5 years ago the Town spent money to get it up and running, it went out to bid, we received money from the County; person who was hired could not manage the site; we now have two schools of thought (1) – just allow the Business Alliance to use the visit North Creek Website; (2) issue an RFP to manage the site again; Mr. Gonyo – cut it; Mr. Stevens – if it’s been non-functional – just cut it; Mr. Gonyo – let’s not waste money on something that hasn’t worked in the past, let’s try something new; Supervisor Hogan – I had a glimmer of hope that someone could do it for a reasonable cost; no motion for RFP.
- e. Rec Director Updates & Requests – Supervisor Hogan noted that Mr. Olesheski has a couple of requests: (1) Parks Department is down one person, looking for a Resolution to place an ad for additional laborer and move the current laborer up to \$15.81. (2) attached information re: \$3,000 for skating rink at tennis courts

RESOLUTION # 22-240

Mr. Stevens made a Motion to approve placing the ad for a new laborer within the Parks Department as well as the increase in pay for the current laborer to \$15.81 and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

RESOLUTION # 22 – 241

Mr. Gonyo made a Motion to approve the materials needed for the skating rink, not to exceed \$3,000 and expanding the sledding area as well and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

- f. Water District Rates – Supervisor Hogan – was hoping to have a discussion; we don’t have current information for new hook-ups at this time; working with the Town’s Engineer and Charlie Rawson as well as Water Clerk – scratch from Agenda for now and discuss after the first of the year.

- g. 30 Day Advance Notice for On Premises Alcoholic Beverage license: Town Clerk explained the letter from Bartlett, Pontiff, Stewart & Rhodes re: request for waiver of 30-day notice period for North Creek Inn Resort, LLC, d/b/a Phoenix Inn Resort request for liquor license.

RESOLUTION # 22-242

Mr. Gonyo made a motion to approve the Waiver for the 30-Day Notice for On Premises Alcoholic Beverage license for the North Creek Inn Resort, LLC, d/b/a Phoenix Inn Resort and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

- h. Town Board moved to Executive Session – at 7:24PM; Board returned to Regular Meeting at 7:53PM no decisions made in the Executive Session.
- i. Appointment of Interim Town Board Member – Mr. Gonyo – we received 7 letters with only one seat open; as I was looking at the letters, they would need to be community-minded, we have taken on a lot of projects over the years, not all well received; the people that sit behind this table need to understand that not all will be well-received; need to ensure it's longevity of the community; there needs to be jobs; we as a Board have done a lot to support this; we need to foster that growth in all aspects; you've got to be able to take the good with the bad, stand firm in decisions, make decisions based on longevity, everything changes, the person needs to look at themselves in the longevity persons; Mr. Stevens – service to the community is a big point; if someone has the desire to serve the needs of the entire community, not just one particular area, Mr. Arsenault – I think a lot of it has to do with commitment and longevity; hope all involved will continue their interest when election comes up; experience as well as being involved on a long term basis with all issues; Supervisor Hogan – I was looking for the word “team”, you won't always agree, just working toward something together for the support of the community; I'm looking for someone to supplement these skills; Mr. Stevens – with that being said I bring the name of Alexander Hoskins for approval of the Town Board.

RESOLUTION # 22-243

Mr. Stevens made a Motion to approve the appointment of Alexander “Pete” Hoskins to the Town Board for a term of 1-year and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 3 (Stevens, Arsenault, Hogan); Nays – 1 (Gonyo).

- j. Scrap Metal Bid – Town Clerk opened the only Bid received for Scrap Metal. Sealed bid was from Dave Olden of D&M Salvage.

RESOLUTION # 22-244

Mr. Gonyo made a Motion to accept the Bid from David Olden, D&M Salvage for the 2023 Scrap Metal removal from the Town Transfer Station and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

- k. Shuttle – Supervisor Hogan – I've received feedback from it being winter and no shuttle; NCBA ran the shuttle; through Occ Tax; no violations from NCBA; the Town was willing to support the shuttle, \$10,000 allocated; NCBA decided to not run the shuttle; it was my understanding the numbers just didn't play out for them \$30,000 for 1100 riders, not cost effective; it does harm us all; the Town will not run a shuttle, we do not have the capacity to do it; JG – transportation has come up and it's

going in the wrong direction in a big manner, but the fact remains that it's still needed; we need to identify what the term "shuttle" means in North Creek and then we can maybe put a number behind it; where might the funds come from; I don't think we'll never get enough people on the shuttle; question is what is it going to cost; I'm not saying the Town should cover this, just wondering what the number would like like; see what the NCBA was doing – the parameters that they used might not be what we're looking for, not faulting them at all; was that service what the Town needed and could we tweak it to fit other needs; Supervisor Hogan – seniors to go shopping, pharmacy, not all within the community; I've spoken to GGT and help us with transportation, they will not, they stated we have not established a "need"; we can't establish a need without the service; GGT price out what it would cost is a possibility; is it getting to the Mountain, to drs., to Glens Falls, to the Outreach, we need to know what those needs are; any ideas on how to get this information; JG – how was it sent out? Supervisor Hogan – via paper; Mr. Gonyo – we won't come to a decision tonight, but I would be happy to take this on; Mr. Stevens – does Gore have a shuttle? Supervisor Hogan – just from Ski Bowl to Mountain; I've asked previously, it was more of a staffing issue for the Mountain; I'll ask again.

- I. Real Property Exemption for First Responders – Supervisor Hogan noted that the Governor just signed a law to provide an exemption for first responders; Supervisor Hogan – we would have to have a Public Hearing and pass a Local Law; would leave only 1 month for people to sign up; I have spoken with Real Property at the County – consensus – we would like to enact this next year, we need time to draft the Local Law, etc. it would not serve us in the best way; yes, we think it's a good idea and want to do it thoughtfully.

- m. DEI Training/Policy – training for all staff once a year; we can access this through the Workforce Module; additional 1-1/2 hours of training for all Town Staff.

RESOLUTION # 22 – 245

Mr. Stevens made a Motion to accept the DEI Policy to be added to the Employee Handbook and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

- n. Cell phones for Town Employees – Supervisor Hogan – noted that \$25.00 per month is now being reimbursed to some employees to use their cell phones for work; Ms. Morehouse did some research and found a product for \$174.95 for 5 phones; the phones would stay with the position rather than the person; Mr. Gonyo – I think it's a good move, asking someone to use their own devices is asking too much; I would say we need to set them up with parameters, restrictions, limit the use of the Town phone, but a great idea; Mr. Gonyo - possibly set up a form with who has what equipment – keys, cell phones, etc. for when there's a separation of employment.

RESOLUTION # 22-246

Mr. Gonyo made a Motion to approve the purchase of cell phones for specific Town Employees at \$174.95 for 5 lines/phones and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

- o. 2023 Fire Contracts – Supervisor Hogan indicated we need to set a Public Hearing for these; January 17, 2023 – set up Public Hearing and send to newspapers

RESOLUTION # 22-247

Mr. Stevens made a Motion to set the Public Hearing for the 2023 Fire Contracts for January 17, 2023 and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

4. Committee Reports:

Mr. Gonyo - met with Mr. Stevens to get wifi/internet at the transfer station; Mr. Stevens – outstanding question was if we were using scales, they would have no way to pay, just one part of it; Mr. Gonyo – we need internet up there, we'll start down that path.

Mr. Arsenault – reached out to Superintendent Comstock - listening to some of his plans; he mentioned that Harrington Road, Cemetery Road were paved; just finished the Glen Creek Bridge, very satisfied with that; County bridge at Dippikill is now closed; 1-1/2 miles at Barton Mines Road, culverts need to be changed; equipment needs – two new trucks being delivered this week; staffing for the winter season – good staff right now, possibly one more wing man, in a good position going forward; good year Superintendent stated; another year left of sand in the pit, Superintendent has reached out to others, in addition, looking to lease a crusher at the pit to crush the stone we have, could save the Town a lot of money rather than having someone come in to do that; Supervisor Hogan – thank you Mr. Arsenault.

5. Supervisor's Report:

Supervisor Hogan – I met with HHHN, a lot of reasons for decreased services, one was transportation; they're forming a separate foundation from the organization, it will help to fund initiatives that HHHN cannot fund; discussed transportation; asked for a set aside of money for rural communities; we agreed to talk again; they're working on a long range strategic plan.

We are going out to bid for water district repairs – out for 4 weeks due the 2nd week in February; Mr. Gonyo – did we get an estimate from Cedarwood for the south end of Town; Supervisor Hogan – no, we're going out to bid; didn't they get us that information at the last meeting? Mr. Gonyo – I've asked for it several meetings ago, we need to know what the amount would be to go out to bid. Supervisor Hogan – I'll check on that.

The Assessor and I spoke at length, we've been following sales, many of the sales are above where the assessed values are that we could possible fall off the 100%, if we fall below 85% we may need to make adjustments next year; just wanted the Board to be aware of the sales situation; she's concerned that we're low; we'll evaluate in 2023 to stay as close to 100% as possible. Lights on Contest – judges worked hard, in the dark, Steve and Sheila Osterhout, Erin & Hudson Dunkley, Ron & Cathy Allen, best residence 23 Millington Road; business category – Hudson River Trading; best not for profit – Owens House and Depot Museum; Hudson Dunkley Honorable Mention – 19 Osborne Street; please collect the prizes at Town Hall.

6. ZEO – Monthly Report in packet.

7. Warrants – Supervisor Hogan asked if all had a chance to review the Warrants and if there were any questions? Mr. Gonyo – it looks like we made a good move to get the guys on the Safety Allotment program so they can get the gear that they need.

RESOLUTION # 22-248

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

GENERAL FUND:	\$ 163,644.12
HIGHWAY FUND:	\$ 190,097.09
LIBRARY FUND:	\$ 2,139.10
WATER DISTRICT:	\$ 9,435.96
TRUST & AGENCY:	\$ <u>835.14</u>
TOTALS:	\$ 366,151.41

Mr. Stevens – just a concern/question – what is going on with the streetlights being out, with more EV how is the Town going to handle it; Supervisor Hogan – let’s try to go around National Grid with the University Games coming, I’ll check with the State; as they are being replaced it is with LED.

8. Privilege of the Floor –

Mr. Holt – Resolution for Alexander – is it good for one year or two? Supervisor Hogan – one year; Mr. Arsenault couldn’t vote then he did – why; Supervisor Hogan – when he was on the phone he couldn’t vote, once on Zoom he could; HHHN – color/glossy magazines it’s disgusting; we need to stop supporting them; can we ask them to come to a future Board Meeting? Supervisor Hogan – yes; fire contracts with Chestertown – where are we? Re-val – the numbers have been in for quite a while, Town taxes went down 5%, no report from our Assessor; worrying about being at 100%, it’s about equity and doing it right, this needs to be addressed; Mr. Gonyo – regarding the Chester fire district, that falls under the North Creek Fire District; Mr. Holt – it’s between Supervisor to Supervisor; Mr. Gonyo – we do get compensated; Mr. Holt – not nearly enough, it was discussed 15 years ago.

Ms. Nettle – first responder exemption? Supervisor Hogan – I am not in a position to answer questions, I can get someone here who is; the Board made a very good decision appointment Mr. Hoskins. Representatives from the Summit at Gore HOA – thanks to you, the Town Board, for your service to the Community; we really need restoration of the shuttle, we do have an established need with homeowners and renters; Mr. Gonyo – what was the benefit for the Summit? Owner at the Summit for 13 years, we’ve always had a shuttle, we paid into it, to have it has been huge, especially to the mountain, parking is horrible; people at the Summit are very upset; we were not made aware of any issues, we were never contacted about this; shocked that the shuttles were sold; owners are pretty upset, it was expected for the some of the new owners; there is a need even on Main Street; we’re interested in working towards a solution; Mr. Gonyo – I’m taking this on, and will get some information from you; shuttle was run and owned by the NCBA, nothing to do with the Town; I am happy to look into this, I have 15 years in transportation.

Mr. Hoskins – thank you for your support and I will return the favor and will work diligently; thank you to Ms. Nettle for pushing me to more involved; been here only 5 years from Philadelphia; I was in Public Service for many years and thank you for this opportunity. Please make my letter available to anyone who would like to read it.

Ms. Brown – spoke to someone at the Indian Lake dump – they have a shed, that people could bring “gently used” things for others to use; I’d like to see this in our Town; possibly purchase a shed, it will need to be manned so it doesn’t become a mess; volunteers man the “shed” in Indian Lake; I’ll take it on and bring it back to the Board; looking for volunteers and funding for the shed; we can raise the funds with grants and donations.

Ms. Nettle – every community that we go to with a ski area – there is a shuttle, maybe not privately owned, but it needs to be done. Re: Judy’s idea, it’s a great idea, it’s been talked about for a long time, Mr. Horvath is big in recycling.

Ms. Zimmerman – surprised there was no applause for the Lights On contestants and winners when they were announced, let’s give them the applause they deserve

9. Motion to adjourn:

RESOLUTION # 22-249

Mr. Gonyo made a motion to Adjourn the Town Board Meeting at 8:50PM and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Stevens, Arsenault, Hogan); Nays - 0.

Prepared by:

Jean M. Comstock
Town Clerk

**The next Town Board Meeting will be held
January 3, 2023 at 7:00PM at Tannery Pond
And via Zoom**

AMENDED AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, pursuant to its authority under Town Law § 198(10-f), the Town entered into a contract with JES dated as of January 1, 2023 for the provision of ambulance services to residents of the District and other persons situated therein and in need of such services for the term of January 1, 2023 through December 31, 2023; and

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

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

1. TERM

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

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

2. SERVICES TO BE PROVIDED

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

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

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

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

3. COMPENSATION

3.1 In consideration of the ambulance services provided, the Town shall annually pay to JES the amount of Six hundred ninety-nine Thousand Sixty-three and 00/100 Dollars (\$615,063.00).

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

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

3.3 The annual contract amount payable to JES by the Town for calendar year 2023 shall be reduced by the amount of the credit provided in Section 4.5 below.

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

4. BILLING AND COLLECTIONS

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

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

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

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

4.5 It is anticipated that during the term of this Agreement JES will receive payments attributable to emergency medical and/or transportation services performed prior to the terms of the original agreement, dated January 1st, 2015, (i.e., payments received in 2017 for services performed in 2014). The Town shall receive a credit against the annual contract amount set forth in Section 3 above in an amount equal to the payments actually collected by JES in 2023 which are attributable to services performed by JES prior to January 1st, 2015.

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

4.7 If, at the end of 2019, the combined amounts collected by the Town in taxes and/or billing revenue exceed the annual contract amount set forth in Section 3, net of any credit provided in Section 4.5, such surplus amounts shall be held and maintained in reserve by the Town. Amounts held in reserve shall be used exclusively for the purpose of (i) repaying to JES, in whole or in part, the amount of the credit provided in Section 4.5, (ii) covering future deficiencies between projected billing revenues and the amount of billing revenues actually collected, and/or (iii) purchasing or repairing vehicles, equipment, or other capital items used by JES in providing services.

4.8 If, at the end of 2019, the combined amounts collected by the Town in taxes and / or billing revenue are less than the annual contract amount set forth in Section 3, net of any credit provided in Section 4.5, the remaining balance on the contract amount due JES shall be carried over and added to the base contract amount due for the next succeeding calendar year.

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

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

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

5. INSURANCE

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

6. NO EMPLOYMENT AND MAINTENANCE

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

7. TERMINATION

7.1 This Agreement may be terminated:

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

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

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

8. NOTICES

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

9. INDEMNIFICATION

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

10. ASSIGNMENT

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

11. GOVERNING LAW AND VENUE

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

12. ENTIRE AGREEMENT

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

13. SAVINGS CLAUSE

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

14. COUNTERPARTS

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

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

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

TOWN OF JOHNSBURG

By: _____

JOHNSBURG EMERGENCY SQUAD, INC.

By: _____

January 3, 2023 Budget Resolutions
For 2022 Fiscal Year

- 1) Resolution to authorize end of year budget line transfers as necessary to close the 2022 fiscal year.
A complete list of changes will be provided once the year is closed.
- 2) Resolution to authorize \$8943.90 be moved from the DA231 Equipment Reserve to DA5130.2R to be used for the balance due on the 2 new western star trucks.
- 3) Resolution to authorize the balance of the bond and the interest accrued in the amount of \$418,908.70 to be paid to Tracey Road Truck Sales for the two Western Star trucks that have been delivered.
- 4) Resolution to authorize the creation of expense line A8110.4 Sewer Administration to be used to pay sewer expenses that will later be reimbursed to the general fund from the sewer district.

12-30-2022

Letter of Interest

To - Town of Johnsbury Town Board

I want to Thank Board Members For
Allowing me to be Animal Control
For 2022, I would be very Interested

in Serving The Town of Johnsbury
as Animal Control In 2023.

Thank You For Your Support.

Sincerely,
William Mosher

RECEIVED
~~DEC 30 2022~~
Jan 3, 2023

Permit Monthly Report

12/01/2022 - 12/31/2022

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
December 2022						
Z-2022-100	12/06/2022	Maksim Tsarenkov	Well	River Rd SBL#: 84.-1-40		\$25.00
Description of Work:						
<i>Well permit for future SFD. Separation distances met to existing septic. Site plan attached.</i>						
Z-2022-101	12/06/2022	Preserve Land Company LLC	Septic	14 The Woods SBL#: 100.-2-18		\$40.00
Description of Work:						
<i>Alteration to existing septic system Winchip is engineer, stamped plans provided</i>						
Z-2022-102	12/08/2022	Spencer Avenue Associates	Single Family Home	Allen Hill Way SBL#: 133.-1-77.6		\$70.00
Description of Work:						
<i>New manufactured home (16x76)</i>						
Z-2022-103	12/08/2022	Spencer Avenue Associates	Septic	Allen Hill Way SBL#: 133.-1-77.6		\$80.00
Description of Work:						
<i>Septic, new system, engineered plans attached</i>						
Z-2022-104	12/08/2022	Spencer Avenue Associates	Well	Allen Hill Way SBL#: 133.-1-77.6		\$25.00
Description of Work:						
<i>Well permit for new manufactured home</i>						
					December 2022 Total:	\$240.00
					Reporting Period Total:	\$240.00

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 2

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 019

TOTAL CLAIMS: \$5,680.20

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
947	National Grid 11/10/22-12/13/22/41088-24106 Main St Monument Park	A1620.4	32.92	10358 12/22/2022
948	Frontier Due 1/2/23/518-251-9899-061620-4 internet	A1620.4	29.99	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-2113 - 071502-4HWY	A1620.4	124.04	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-5913-071502-4 HWY	A1620.4	100.96	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-5788-071502-4 Weavertown	A1620.4	120.94	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-5529-06899-4 court fax	A1620.4	100.96	10359 12/22/2022
948	Frontier Due 1/2/23/518-2515120-122393-4 courthouse	A1620.4	130.95	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-3113-101204-4 HWY	A1620.4	100.96	10359 12/22/2022
948	Frontier Due 1/2/23/518251-2742-071502-4 Dump	A1620.4	80.25	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-4350-022216-4 scout hall	A1620.4	120.95	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-2599-071502-4 Scout Hall	A1620.4	75.14	10359 12/22/2022
948	Frontier Due 1/2/23/518-251-2557-071502-4 - Tannery Pond	A1620.41	90.92	10359 12/22/2022
949	National Grid Due 1/16/23/December outdoor lighting 51552-94102	A5182.4	3,986.74	10360 12/28/2022

ABSTRACT OF AUDITED VOUCHERS

TRUST AND AGENCY

TOWN OF JOHNSBURG

Page 2 of 2

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 019

TOTAL CLAIMS: \$5,680.20

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
78	Warren County Sheriff PR#26/Court Case#334/07 Case 14000054	TA23	164.00	9831 12/19/2022
79	Aflac New York 102495/December Billing	TA29	420.48	9835 12/28/2022

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

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
952	Warren County Treasurer November Fuel/Jems & Fire Fuel	A380	1,016.20	
952	Warren County Treasurer November Fuel/Parks	A7110.4	499.25	
955	Phoenix Environmental Lab. 1050797/Landfill testing	A8160.4	1,374.50	
957	W. B. Mason Co. Inc. 234868916/Rubberbands	A1430.4	1.29	
957	W. B. Mason Co. Inc. 235032416/wall calendar	A1430.4	27.78	
957	W. B. Mason Co. Inc. 235032954/cleaner dust off plus	A1620.4	23.97	
957	W. B. Mason Co. Inc. 235033536/paper towels - tannery pond	A1620.41	31.22	
957	W. B. Mason Co. Inc. 234869381/office chair	A7110.4	139.99	
958	Staples Contract & Commercial 3525643369/Banker Box hanging file folders	A1430.4	16.58	
958	Staples Contract & Commercial 3525243268/HP Ink, pens, rubberbands, file jackets	A1430.4	128.55	
958	Staples Contract & Commercial 3525243264/HP Black toner	A1430.4	62.89	
958	Staples Contract & Commercial 3525643368/Labels, white out, pens	A1430.4	21.81	
958	Staples Contract & Commercial 3525546914/Brother Ink, colored paper	A1430.4	40.68	
960	Sun Community News 300241/Notice of public hearing local law 3&4	A1410.4	75.00	
960	Sun Community News 18056/Sewer bond legal notice	A8110.4	275.25	
961	The Post Star 127272/Public hearing to recind local laws	A1410.4	38.05	
961	The Post Star 12/1/22/Sewer bond legal ad	A8110.4	260.08	

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 2 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
963	Colin Mangan 10/25/22-12/21/22/232 miles @ \$.625	A8010.4	145.00	
964	Johnsburg Fine Arts 9/16/22/Power Washing	A6410.4	160.00	
964	Johnsburg Fine Arts 9/30/22 - 10/11/22/Mileage (Hartley, Leigh, Zappa, Flagg, Horvath ...	A6410.4	2,265.00	

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

Page 3 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
950	Tracey Road Equipment Inc M201000341/2023 Western Star 4700 (2)	DA5130.2R	8,943.90	
951	WALKER'S FARM, HOME & TACK 4 15251-IN/Ernie Dunkley Clothing allotment	DA9089.8	99.98	
952	Warren County Treasurer November Fuel/Highway	DA5142.4	6,617.59	
953	MSC Industrial Supply 64837426/Disposable Gloves	DA5130.4	215.56	
954	Fastenal Company NYSOU187931/bOLTS, NuTS & cABLE TIES	DA5130.4	239.97	
962	C.T. Male 102484/Garnet Lake Dam Project# 22.2091	DA5120.4	4,000.00	
962	C.T. Male 102908/Garnet Lake Dam Project# 22.2091	DA5120.4	1,500.00	
965	Jason Persons 12/26/22/2 - work gloves	DA9089.8	71.98	

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY EQUIPMENT

TOWN OF JOHNSBURG

Page 4 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
950	Tracey Road Equipment Inc M201000341/2023 Western Star 4700 (2)	HA5130.2	418,908.70	

ABSTRACT OF AUDITED VOUCHERS

WATER DISTRICT

TOWN OF JOHNSBURG

Page 5 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
956	Pace Analytical Services, LLC CO78196/Water testing CNA Nitrate 300.0	SW8320.4	30.41	
959	Cedarwood Environmental Servic 10:2022-23/November Labor	SW8320.4	3,150.00	
959	Cedarwood Environmental Servic 10:2022-23/November Contract	SW8320.4	2,899.35	

ABSTRACT OF AUDITED VOUCHERS

TRUST AND AGENCY

TOWN OF JOHNSBURG

Page 6 of 6

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 01/03/2023

NUMBER 020

TOTAL CLAIMS: \$453,281.68

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
79	Randy DeCook NYSLRS REF/NYSLRS REFUND PER 12/21/22 NOTIFICATION	TA85	1.15	