

February 4, 2025 7:00PM
Regular Meeting of the Town Board
at Tannery Pond and LiveStream

DRAFT

1. Call to Order the Regular Town Board Meeting
2. Approve the Minutes of the January 21, 2025 Meeting
3. Resolution - Approval of Town Occ Tax Set Asides
4. Resolution to Approve the Independence Day Fireworks Contract
5. Resolution to Approve the JEMS Contract
6. Resolution to Approve the JEMS Billing Rates
7. Resolution to Approve Payment to Alpha Drilling & Blasting
8. Resolution to Approve Annual Review of Procurement Policy
9. Resolution to Approve a Public Hearing for the Sewer Bonding for February 18, 2025
10. Resolution to Approve Furniture Barn at Transfer Station
11. Committee Reports
12. Supervisor's Report
13. Warrants
14. Privilege of the Floor
15. Motion to Adjourn

January 21, 2025 Town Board Meeting

In Attendance: Kevin Bean – Supervisor Paul Heid – Councilman
Anna Bowers – Councilwoman Jim Williams – Councilman
Arnold Stevens – Councilman Jean Comstock – Town Clerk

1. Pledge of Allegiance – led by Jennifer Zimmerman

2. Meeting Called to Order at 7:00PM

3. Approve the Minutes of January 7, 2025

RESOLUTION # 16-25

Mr. Stevens made a Motion to accept the January 7, 2025 Meeting Minutes and moved its passage with a Second Motion from Ms. Bowers. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

4. Resolution to Purchase a new tractor for PPP – was in the budgetary process; using a 1992 tractor, near the end of its life, incurring a lot of maintenance; coming in \$4,000 under; Mr. Nessle – how much? \$32, 843.19; Ms. Bowers - the fact that it comes in under budget is great; it was in the budget; Mr. Nessle – what is the make/model? Mr. Williams explained the cost; Mr. Nessle – why could I buy a bigger, better one for \$26,000 last year; Peter Olesheski – it's on Sourcewell, State Contract; add all required pieces, heater, cooler kit – all the requirements; backhoe, mower attachments; paperwork presented to the Board was Sourcewell State Contract; Mr. Nessle – do you have to buy State Contract? Pete Olesheski – not necessarily, but they do the bidding for us; Mr. Nessle - why can't you do something like this, I financed part of it with no interest – why can't you do that at the Town level? I'm thrilled with the idea that we're getting Pete what we need, I've worked with him for a long time; Pete Olesheski - that's not our procurement policy; Mr. Nessle – glad you're getting it, but you have a problem with the Board.

RESOLUTION # 17 – 25

Ms. Bowers made a Motion to approve the purchase of the John Deere Tractor for PPP at \$32,843.19 and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

5. Motion to move to Executive Session

RESOLUTION # 18 – 25

Ms. Bowers made a Motion to move into Executive Session and moved its passage with a Second Motion from Mr. Heid at 7:13PM.. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

6. Motion to move out of Executive Session

RESOLUTION # 19 – 25

Ms. Bowers made a Motion to move out of Executive Session at 7:51PM and moved its passage with a Second Motion from Mr. Heid. . With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

7. Resolution for Appointments for 2025
Zoning Enforcement Officer – William Welch
Water Clerk(s) – Danae Tucker/Joann Morehouse
Safety Officer – Peter Olesheski
Animal Control Officer – William Mosher
Health Officer – none at this time
Youth Bureau Liaison – Peter Olesheski

RESOLUTION # 20 – 25

Mr. Williams made a Motion to approve the Appointments as noted above and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

8. Resolution for Supervisor Appointment of Town Historian – Deana Wood

RESOLUTION # 21 – 25

Mr. Heid made a Motion to approve the Appointment of Town Historian and moved its passage with a Second Motion from Ms. Bowers. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

9. Resolution for Designation addition: Law Firm – Miller, Mannix, Schachner, Hafner

RESOLUTION # 22 – 25

Mr. Stevens made a Motion to add as a Designation the Miller, Mannix, Schachner, Hafner law firm as Town Counsel and moved its passage with a Second Motion from Ms. Bowers. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

10. Resolution to add Budget Committee to the 2025 Standing Committees – Supervisor Bean read list of Members.

RESOLUTION # 23 – 25

Mr. Williams made a Motion to approve adding the Budget Committee to the 2025 Standing Committees and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

11. Resolution to Amend Set Salaries – Registrar of Vital Statistics has a \$2,600 stipend that was not included.

RESOLUTION # 24 – 25

Ms. Bowers made a Motion to amend the Set Salaries with the Registrar of Vital Statics being included and moved its passage with Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

12. Resolution to Approve the 284 Agreement- Mr. Comstock = paving being done, culverts.

RESOLUTION # 25 – 25

Ms. Bowers made a Motion to approve the 284 Agreement and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

13. Resolution for Audit Services – Supervisor Bean – when we get the monies for the Sewer. Mr. Nettle – how often is the general business of the Town audited? Why shouldn't you be audited every year; Supervisor Bean – I'll look into this; what we file with the Comptroller is looked at and if there are any concerns, I'm sure an audit would be called for; I will check into this.

RESOLUTION # 26 – 25

Mr. Stevens made a Motion to approve the Audit Services and moved its passage with a Second Motion from Ms. Bowers. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

14. Resolution to Closeout Recreational Trails Budget Line – ARPA money being used; Mr. Nettle – Kelly could not be here – she should be given some recognition for this.

RESOLUTION # 27 – 25

Mr. Stevens made a Motion to approve the Closeout of the Recreational Trails Budget line using ARPA monies and moved its passage with a Second Motion from Ms. Bowers. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

15. Resolution to Change Water Revenue Code from SW2392 to SW1030 – Supervisor Bean – this is an accounting cleanup; Mr. Nettle – I don't know what the numbers mean, but if we ever get municipal water in the Town – how will you charge people for the use of the system? You would need to meter the water supply with EDU's; Supervisor Bean – there are a number of issues with this process; Mr. Nettle – I did a little research on this – Webb out of Glens Falls, was able to sell me a meter for \$200; Mr. Heid – was it municipally certified? Nettle – I'm sure we can do something less expensive; it's inequitable; do something that is people friendly.

RESOLUTION # 28 -25

Mr. Stevens made a Motion to approve the change in Water Revenue Codes and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

16. Resolution to Increase Water Department Procurement to \$999 – Supervisor Bean – this follows Parks/Highways – limit for credit card purchases.

RESOLUTION # 29 - 25

Ms. Bowers made a Motion to approve the Water Department Procurement to \$999 and moved its passage with a Second Motion from Mr. Williams. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

17. Board Discussion – copy of Hamlet Sign design – Ms. Bowers – Marketing Committee worked with Julia Johnson; we would have one for every Hamlet: \$995 for each sign, \$525 for posts and installation, 2 for each hamlet (about \$21,000); we have Occ Tax Money and ARPA funds; Paul Heid – may need only one for Garnet Lake; need to do research for putting signs up; Pete Olesheski – “A” hamlet, or flip it “welcome to the Town of Johnsbury, Hamlet of (each Hamlet name); Mr. Nettle – I love it, eliminate Hamlet and put Johnsbury, founded in 1805; Ms. Bowers explained the materials and cost; Mr. Williams – is there a different image for each Hamlet? Pete Olesheski – would this be a standard Town logo? Ms. Bowers - this sign was donated; Marketing Committee needs to see what funds we have, editing it, and bring it back for a Resolution; Mr. Williams – thanks to those that have worked on this.

18. Committee Reports

Paul Heid

- Result of the last Highway Committee Meeting was the 284 Agreement; good meeting; current 284 covers a lot of paving, culverts, road repairs.
- Solid Waste – meeting 2/3/25; a lot of questions and concerns about the cost; a lot further to go, we need to recycle; paying for trash will hopefully help recycling; Peter Olesheski has done a great job; Pete Hoskins – good feedback, recycling is still a concern, need to work on a larger scale with the County; working on getting a better recycling system in place; Ms. Zimmerman – private garbage and recycling – people put trash in my bins, I can imagine this will only get worse; what do I do; Mr. Heid – put a camera up, call the authorities; I’m paying for it and other are stealing my services; it’s a theft of services.

Anna Bowers

- Marketing was just done with the new sign presentation.

Jim Williams

- Been about four sewer committee meetings – now includes ORDA, County; working on moving a path forward; can’t move forward with bids with no funding done; working with ORDA so they can open on time; it’s a complex process, we need to fully vet the impact on the Town and the impact on ORDA as well; a lot of meetings and phone calls; still working hard on it.

Arnold Stevens

- Read Senior Committee News Release – Senior Day for the Town of Johnsbury awarded the Kindling Award; spring 2025 Senior Day at Tannery Pond, specific date has not been set; 2/5/25 next meeting at 10:00AM at Tannery Pond; Deana Wood – amount of award? Mr. Stevens - \$1,000.

19. Library Report – in packet

20. Historian Report – in packet

21. Correspondence – in packet

22. Warrants

RESOLUTION # 30 – 25

Mr. Heid made a Motion to approve the Warrants and moved its passage with a Second Motion from Mr. Williams. With the following members voting in favor of the Resolution, it is carried. Roll Call – Councilman Heid – yes, Councilwoman Bowers – yes, Supervisor Bean – yes; Councilman Williams – yes; Councilman Stevens – no; Ayes – 4 (Bean, Bowers, Heid, Williams); Nays – 1 (Stevens).

ABSTRACT #25

GENERAL FUND	\$ 37,747.49
HIGHWAY FUND	\$ 31,828.22
WATER IMPROVEMENT PROJECT	\$ 1,336.50
LIBRARY FUND	\$ 4,916.44
WATER DISTRICT	\$ <u>2,684.82</u>
TOTAL	\$ 78,513.47

ABSTRACT #002	
GENERAL FUND	\$ 19,516.65
HIGHWAY FUND	\$ 2,084.66
WATER IMPROVEMENT PROJECT	\$ 2,095.00
SEWER DISTRICT PROJECT	\$ 846.93
LIBRARY FUND	\$ 958.91
WATER DISTRICT	\$ 2,356.31
TRUST & AGENCY	<u>\$ 2,356.31</u>
TOTAL	\$ 189,668.30

23. Privilege of the Floor –

- Ms. Zimmerman – when are Occ Tax grants going to be done; Supervisor Bean – I’ll have an answer for you tomorrow.
- Ms. Wood – what is happening with the Town Real properties that were approved for sale? Why did we not appoint a Health Officer? Supervisor Bean – have made an inquiry, waiting for a response.
- Mr. Nessel – skiing at Gore, it was packed; unfortunately most people didn’t know where they were; the signage is going to be great.

24. Motion to adjourn

RESOLUTION # 31 – 25

Mr. Stevens made a Motion to adjourn the Town Board Meeting at 8:32PM and moved its passage with a Second Motion from Mr. Heid. With the following members voting in favor of the Resolution, it is carried. Ayes – 5 (Bean, Bowers, Heid, Stevens, Williams); Nays – 0.

Prepared By:

Jean M. Comstock

Jean M. Comstock
Town Clerk

**NEXT TOWN OF JOHNSBURG TOWN BOARD
MEETING WILL BE HELD TUESDAY,
FEBRUARY 4, 2025 AT 7:00PM AT
TANNERY POND AND LIVESTREAM**

Town of Johnsburg

Board Meeting Date: Resolution # _____

Resolution To Approve Occupancy Tax for Beautification and Town Events

WHEREAS, the Town of Johnsburg Town Board annually sets aside a portion of all available Occupancy Tax funds for town-wide beautification, projects that draw visitors to Johnsburg and certain Town-sponsored events such as Independence Day and Lights On!, and

WHEREAS, these funds are not subject to the normal Occupancy Tax application process, review or approval of the Occupancy Tax Committee, and

WHEREAS, The Johnsburg Director of Public Property & Programs organizes these events and oversees the administration of these funds, and

WHEREAS, The Johnsburg Director of Public Property & Programs has requested the following allotments of Occupancy Tax funding for 2025:

Beautification - \$3,000
Independence Day Fireworks and Activities - \$14,000
Lights On! - \$3,000
UHTA Ski Bowl Trail Maintenance - \$5,000

NOW THEREFORE IT BE RESOLVED The Town of Johnsburg Town Board approves the use of Occupancy Tax funds as requested by the Director of Public Property & Programs for 2025.

_____ made a motion to approve the amendments and moved its passage with a second from _____.

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

Ayes _____	Nays _____	Recusals _____
Supervisor Bean	_____ Yes	_____ No _____ Recused
Councilperson Bowers	_____ Yes	_____ No _____ Recused
Councilperson Heid	_____ Yes	_____ No _____ Recused
Councilperson Stevens	_____ Yes	_____ No _____ Recused
Councilperson Williams	_____ Yes	_____ No _____ Recused



TOWN OF JOHNSBURG

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

January 30, 2025

Town Board Members:

Each year, the Town Board “sets aside” a portion of the available Occupancy Tax funds for town-wide beautification and for certain Town-sponsored events. As you may recall, these funds typically cover the cost of our Independence Day Celebration fireworks, music and activities. A portion of these funds also go to preparing for and administering our annual Lights On! events in North Creek.

As I have done in the past, I am providing a list of funding requests for your approval. As our events grow, so has the need for funding, so several of the requests have increased slightly from 2024. I am also requesting \$5,000 be set aside for Ski Bowl mountain bike trail maintenance, which is performed by UHTA. There is no doubt that our trails help to attract many visitors to Johnsburg and the work that UHTA does, takes a huge burden off of my department and staff.

This year, the total requested Occupancy Tax set aside is \$25,000.

Here is the breakdown:

Beautification - \$3,000
Independence Day - \$14,000 (Fireworks - \$10,000 and Music - \$4,000)
Lights On! - \$3,000 (Decorations/supplies - \$1,500 and Parade - \$1,500)
UHTA Trail Maintenance - \$5,000

Thank you for considering this important request and for your continued support of my department! Please let me know if you have any questions or would like any additional information.

Regards,

Peter Olesheski Jr.

Peter Olesheski, Director
Public Property & Programs

Bakers Mills
Johnsburg
Garnet Lake
North Creek
North River
Riparius
Wevertown

Town Supervisor
Kevin Bean
(518) 251-2421x4

Town Council
Anna Bowers
Paul Heid
Arnold Stevens
Jim Williams

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

Contract

THIS CONTRACT ("Contract") is made on this 30th Day of January 2025, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and **Town of Johnsburg**, having an address of **219 Main Street, North Creek, New York 12853**, hereinafter known as and designated as "CLIENT."

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

1. "SANTORE" agrees to furnish CLIENT a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.
 - A. Display Date: July 6, 2025.
 - B. Display Location: A designated area on North Creek Ski Bowl grounds.
 - C. Start Time of Display: Shortly after dark.
 - D. Duration of Display: Approx 18-20 minutes.

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

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

4. CLIENT will procure and/or provide the following
 - A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
 - B) Police protection adequate to maintain said distance factors;
 - C) All necessary permits at own expense;
 - D) Sand (as required); N/A
 - E) Barges, tugs, and marine/barge insurance; N/A
 - F) Communications equipment; N/A
 - G) Security, including crowd control;
 - H) Standby fireman and equipment;
 - I) A safe and secure loading facility for set up of pyrotechnics;
 - J) Next day clean up(s) of site;

5. HOLD HARMLESS

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

6. POSTPONEMENT

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

7. CANCELLATION

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

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$5,500.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

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

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

SANTORE'S WORLD FAMOUS FIREWORKS, LLC

Jeffrey M. Ward 1.30.2025

By: *Jeffrey M. Ward*

**Joann Morehouse
Town of Johnsburg**

By: _____

Client Contact Information

Name: _____
Address: _____

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

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

Contract

THIS CONTRACT ("Contract") is made on this 30th day of January 2025, between **Night Sky Productions LLC**, PO BOX 697, Stillwater, NY 12170 , hereinafter known as and designated as "**Night Sky**"; and **Town of Johnsburg**, having an address of ;**219 Main St. North Creek NY 12853** ; hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows: **Night Sky** agrees to furnish **CLIENT** with event coordination, logistics management, administrative services, and customer support prior to the display date in conjunction with a fireworks display conducted by Santore's World Famous Fireworks LLC in accordance with the dates/times herein:

1. **Event Date: July ,6 2025.**
2. **Event Location: Designated Area on North creek Ski Bowl grounds**
3. **Event Start Time : Shortly After Dark**
4. **Insurance/Hold Harmless:** **Night Sky** will provide 2 million dollars in general liability and error and omissions insurance. There are no employees or vehicles at any event location that require additional insurance coverage for compensation or auto insurance. There are no employees, managers or contractors of **Night Sky** that perform any display related functions on site or on the day of the event. All work at the actual display is 100% handled, controlled, operated and managed by Santore's World Famous Fireworks, LLC. Client holds harmless and releases **Night Sky** from any liability for any damages that may occur as a result of the fireworks display as there are no activities being performed on site by **Night Sky**. All display related functions are performed and insured by Santore's World Famous Fireworks, LLC.
5. **POSTPONEMENT.** Every reasonable effort will be made to conduct the display(s) despite weather. **Rain Date -TBD**
6. **CANCELLATION.** If, due to inclement weather or other acts of God, the event (s) is (are) canceled after **12:00 pm(Noon.)**-without rescheduling, **CLIENT** agrees to pay "Night Sky" **\$1,000.00**. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **Night Sky** liquidated damages of 100% of the total contract price forthwith upon cancellation. If **CLIENT** reschedules the display within six (6) months of canceled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable and strictly the postponement fees apply.
7. **PAYMENT.** Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$4,500.00** for all matters relative to event coordination, logistics, administrative services and customer support under this agreement.

Payment to be as follows: Payment in full due upon delivery and execution of this contract. A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. CLIENT agrees to pay attorney's fees and costs if Night Sky needs to retain an attorney to enforce collection of this account. Payments to be mailed to Night Sky Productions LLC- PO BOX 697, Stillwater, NY 12170.

8. **VENUE.** CLIENT agrees and understands that this agreement is being entered to in Rensselaer County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer County, New York.

Signed and Agreed as of the above date.

Night Sky Productions LLC

August N Santore Jr.

August N. Santore, Jr.
Managing Member

(Print Name and Title Above & Sign on the line)
Authorized Representative

Client Contact Information

Name: _____
Address: _____

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

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made the 1st day of January, 2025, by and between the **TOWN OF JOHNSBURG, NEW YORK**, a municipal corporation with its principal place of business at 219 Main Street, North Creek, New York 12853 (hereinafter "Town") and **JOHNSBURG EMERGENCY SQUAD, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York and maintaining a principal place of business at 624 Peaceful Valley Road, North Creek, New York 12853 (hereinafter "JES").

WITNESSETH:

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

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

WHEREAS, pursuant to its authority under Town Law § 198(10-f), the Town entered into a contract with JES dated as of January 1st, 2015 for the provision of ambulance services to residents of the District and other persons situated therein and in need of such services for the term of January 1, 2025 through December 31, 2025; 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, 2025 and terminating December 31, 2025, unless sooner terminated as 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 Eight Hundred Three Thousand Six Hundred Ninety Four and 00/100 Dollars (\$803,694).

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, 2025	\$200,923.50
May 1, 2025	\$200,923.50
August 1, 2025	\$200,923.50
November 1, 2025	\$200,923.50

3.3 The annual contracted amount payable to JES by the Town for calendar year 2025 shall be reduced by the amount of the credit provided in Section 4.5 below.

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

4. BILLING AND COLLECTIONS

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

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

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

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

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

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

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

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

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

5. INSURANCE

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

6. NO EMPLOYMENT AND MAINTENANCE

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

7. TERMINATION

7.1 This Agreement may be terminated:

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

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

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

8. NOTICES

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

9. INDEMNIFICATION

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

10. ASSIGNMENT

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

11. GOVERNING LAW AND VENUE

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

12. ENTIRE AGREEMENT

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

13. SAVINGS CLAUSE

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

14. COUNTERPARTS

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

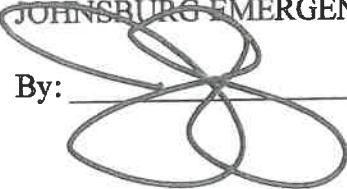
**THIS SPACE INTENTIONALLY LEFT BLANK
THE NEXT PAGE IS THE SIGNATURE PAGE**

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

TOWN OF JOHNSBURG

By:  1/01/25²¹

JOHNSBURG EMERGENCY SQUAD, INC.

By:  1/01/25

Client#: 989564

JOHNSEME1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 12 Gill Street, #5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Steven Sawn, PHONE: 877 396-3800, FAX: 877-775-0110, E-MAIL ADDRESS: Steve.Sawn@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins Co of Pitts, PA, NAIC #: 19445.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Medical Malpractice, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Johnsborg is named as an Additional Insured on a Primary and Non-Contributory Basis, as required by contract, with respects to EMS Services provided by the Insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Johnsborg, 219 Main Street, North Creek, NY 12853

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Johnsburg

624 Peaceful Valley Rd
North Creek NY, 12853

Ph 518-251-2244
Fax 518-251-2257



Emergency Squad, Inc.

Director
Joe Connelly
jemspres@gmail.com
518-812-5282

Captain
Kevin Fusco
kevinfusco@frontier.com
518-480-1119

As a New York State Ambulance Tax District, the municipality governing the District is required by law to set the billing rates for the District. The rates below show the current charged as well as the recommended rates going forward. These are the rates recommended by our billing agency, Emergency Management Resources. They are the same rates being charged elsewhere in the area, the same as charged by Queensbury EMS, which is also an EMR client. The Johnsburg EMS board reviewed and approved the recommended rates at their meeting January 28th.

The rate recommendations are listed below:

Base Rates	Current
BLS	\$ 900.00
BLSE	\$ 1100.00
ALS1	\$ 1,500.00
ALS2	\$ 2,000.00
RMA MVA	\$ 1,000.00
RMA Med/trauma	\$ 250.00
Lift Assist	\$ 0
Loaded Miles	\$ 25.00

Base Rates	Recommended
BLS	\$ 1,100.00
BLSE	\$ 1,400.00
ALS1	\$ 1,900.00
ALS2	\$ 2,800.00
RMA MVA	\$ 1,400.00
RMA Med/trauma	\$ 250.00
Lift Assist	\$ 0
Loaded Miles	\$ 30.00

Town of Johnsburg

Board Meeting Date: February 4, 2025

Resolution # _____

Resolution To Approve Annual Review of Procurement Policy

WHEREAS, The Town of Johnsburg procurement policy includes an annual review, and

WHEREAS, There is one change, the addition of resolution #19-25 increasing the water department procurement to \$999, the same limit as highway & department of public property and programs, and

WHEREAS, The items highlighted in yellow will be updated after the annual review resolution is passed,

NOW THEREFORE IT BE RESOLVED The Town of Johnsburg Town Board approves the updated policy and deems the annual review complete.

_____ made a motion to approve the amendments and moved its passage with a second from _____.

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

Ayes _____

Nays _____

Recusals _____

Supervisor Bean	_____ Yes	_____ No	_____ Recused
Councilperson Bowers	_____ Yes	_____ No	_____ Recused
Councilperson Heid	_____ Yes	_____ No	_____ Recused
Councilperson Stevens	_____ Yes	_____ No	_____ Recused
Councilperson Williams	_____ Yes	_____ No	_____ Recused

Town of Johnsburg

Board Meeting Date: February 4, 2025

Resolution # _____

Resolution To Approve payment to Alpha Drilling & Blasting

WHEREAS, Alpha Drilling and Blasting removed a boulder from Crane Mountain Road at a cost of \$8,198.75, and

WHEREAS, A donation has been made to the town in the amount of \$9,000, and

WHEREAS, The Town acknowledges that payment of this invoice is not in compliance with the town procurement policy as no other quotes were received, and

WHEREAS, The Supervisor contacted the Office of State Comptroller to ensure that the Town would not be subject to penalty for accepting the donation and paying the bill,

WHEREAS, The Town wishes to clarify that this is a unique situation and should not be construed as setting a precedent.

NOW THEREFORE IT BE RESOLVED The Town of Johnsburg Town Board authorizes the payment of \$8,198.75 to Alpha Drilling and Blasting as a prepay on ABS#4 dated 2/18/2025.

_____ made a motion to approve the amendments and moved its passage with a second from _____.

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

Ayes _____

Nays _____

Recusals _____

Supervisor Bean	_____ Yes	_____ No	_____ Recused
Councilperson Bowers	_____ Yes	_____ No	_____ Recused
Councilperson Heid	_____ Yes	_____ No	_____ Recused
Councilperson Stevens	_____ Yes	_____ No	_____ Recused
Councilperson Williams	_____ Yes	_____ No	_____ Recused

Town of Johnsburg

Board Meeting Date: February 4, 2025 Resolution # _____

Resolution To Approve Furniture Barn at the Transfer Station

WHEREAS, the Town of Johnsburg has a re-use shed at the Transfer Station, and

WHEREAS, there is now a need for a re-use furniture barn, and

NOW THEREFORE IT BE RESOLVED The Town of Johnsburg Town Board authorizes a barn/shed to be placed at the Transfer Station for the purpose of used furniture.

_____ made a motion to approve putting the furniture shed at the transfer station and moved its passage with a second from _____.

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

Ayes _____ Nays _____ Recusals _____

Supervisor Bean	_____ Yes	_____ No	_____ Recused
Councilperson Bowers	_____ Yes	_____ No	_____ Recused
Councilperson Heid	_____ Yes	_____ No	_____ Recused
Councilperson Stevens	_____ Yes	_____ No	_____ Recused
Councilperson Williams	_____ Yes	_____ No	_____ Recused

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 December, 2024:

DATED: January 24, 2025


SUPERVISOR

	Balance 11/30/24	Increases	Decreases	Balance 12/31/24
A GENERAL FUND				
CASH - CHECKING	409,938.44	6,608.48	286,804.65	129,742.27
CASH - MONEY MARKET	103,560.73	14.66	0.00	103,575.39
NYCLASS	374,983.76	1,386.46	0.00	376,370.22
PETTY CASH	100.00	0.00	0.00	100.00
DOG PARK RESERVE - NYCLASS	4,974.73	18.62	0.00	4,993.35
PLANNING DEV. RESERVE - NYCLAS	14,379.56	53.85	0.00	14,433.41
WWT - O&M	25,000.00	0.00	0.00	25,000.00
SKI BOWL PARK RESERVE - NYCLAS	8,958.26	33.57	0.00	8,991.83
TOTAL	941,895.48	8,115.64	286,804.65	663,206.47
DA HIGHWAY FUND				
CASH - CHECKING	123,828.67	103,743.81	192,999.90	34,572.58
CASH MONEY MARKET	0.00	397,513.92	0.00	397,513.92
NYCLASS	342,702.91	1,211.98	100,000.00	243,914.89
PETTY CASH	100.00	0.00	0.00	100.00
BRIDGE RESERVE - NY CLASS	96,707.19	362.13	0.00	97,069.32
EQUIPMENT RESERVE - NY CLASS	342,691.35	1,283.23	0.00	343,974.58
TOTAL	906,030.12	504,115.07	292,999.90	1,117,145.29
HB WATER IMPROVEMENT PROJECT				
CASH - CHECKING	0.00	2,285.00	4,160.00	-1,875.00
NYCLASS	71,297.55	265.36	2,285.00	69,277.91
TOTAL	71,297.55	2,550.36	6,445.00	67,402.91
HC SEWER DISTRICT PROJECT				
CASH - CHECKING	0.00	0.00	728.00	-728.00
NYCLASS	214,401.59	803.32	0.00	215,204.91
TOTAL	214,401.59	803.32	728.00	214,476.91
HD SKI BOWL MITIGATION PROJECT				
	0.00	0.00	0.00	0.00
MMK	41,687.26	0.00	41,687.26	0.00
NYCLASS	137,031.82	42,244.94	0.00	179,276.76
TOTAL	178,719.08	42,244.94	41,687.26	179,276.76
HE COMPREHENSIVE PLAN				
	0.00	0.00	0.00	0.00
NYCLASS	71,079.57	271.17	0.00	71,350.74

MONTHLY REPORT OF SUPERVISOR

	Balance 11/30/24	Increases	Decreases	Balance 12/31/24
TOTAL	71,079.57	271.17	0.00	71,350.74
HF RECREATIONAL TRAILS GRANT				
CASH - CHECKING	3,088.00	33,850.00	0.00	36,938.00
MMK	33,850.00	0.00	33,850.00	0.00
TOTAL	36,938.00	33,850.00	33,850.00	36,938.00
L LIBRARY FUND				
CASH - CHECKING	23,266.30	200.00	12,079.32	11,386.98
NYCLASS	52,263.75	208.00	0.00	52,471.75
TOTAL	75,530.05	408.00	12,079.32	63,858.73
SF FIRE PROTECTION DISTRICT				
	0.00	0.00	0.00	0.00
NYCLASS	33,535.36	125.57	0.00	33,660.93
TOTAL	33,535.36	125.57	0.00	33,660.93
SM EMS				
CASH - CHECKING	0.01	62,933.57	62,933.58	0.00
NYCLASS	23,903.11	63,046.73	0.00	86,949.84
TOTAL	23,903.12	125,980.30	62,933.58	86,949.84
SW WATER DISTRICT				
CASH - CHECKING	29,152.38	53,164.54	26,530.86	55,786.06
NYCLASS	69,256.86	259.35	0.00	69,516.21
WATER SAVINGS ACCOUNT	53,164.54	1.60	53,164.54	1.60
TOTAL	151,573.78	53,425.49	79,695.40	125,303.87
TA TRUST AND AGENCY				
CASH - CHECKING	47,652.08	194,399.80	186,450.98	55,600.90
HRA ACCOUNT	7,821.19	0.00	3,815.68	4,005.51
TOTAL	55,473.27	194,399.80	190,266.66	59,606.41
TOTAL ALL FUNDS	2,760,376.97	966,289.66	1,007,489.77	2,719,176.86

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

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
58	David Cavanagh Jan 2025/Dave Cavanagh Jan Phone Reimbursement	A1110.4	25.00	
58	David Cavanagh Feb 2025/Dave Cavanagh Feb Phone Reimbursement	A1110.4	25.00	
32	POSTMASTER 1/24/25/Post Card Stamps	A1355.4	672.00	12568 01/24/2025
56	The Post Star 681EA1F7-0001/Assessment roll legal ad	A1355.4	36.90	
33	Quadient Finance USA, Inc. 1/19/25/Postage	A1410.4	1,508.00	12569 01/30/2025
55	Miller, Mannix, Schachner & December 24/Peaceful Valley Article 78	A1420.4	414.00	
55	Miller, Mannix, Schachner & December 24/Town General	A1420.4	3,236.00	
55	Miller, Mannix, Schachner & December 24/Planning Board General	A1420.4	234.00	
52	W. B. Mason Co. Inc. 251643630/card stock	A1430.4	14.74	
52	W. B. Mason Co. Inc. 251643236/copy paper	A1430.4	152.00	
52	W. B. Mason Co. Inc. 251643236/Office supplies	A1430.4	39.38	
48	Warren County Treasurer 2025 ES/2025 Election services	A1450.4	3,500.00	
31	National Grid 1/31/25/74895-15001 Landfill	A1620.4	49.85	12567 01/23/2025
31	National Grid 1/31/25/63092-45016 36 Ski Bowl Road Water fntn	A1620.4	50.04	12567 01/23/2025
35	Frontier 1/31/25/Internet	A1620.4	29.99	12570 01/30/2025
37	Staples Contract & Commercial 6021905796/office supplies	A1620.4	78.00	
43	Superior Plus Propane 25796862/Propane for hoghway	A1620.4	1,281.70	

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

TOWN OF JOHNSBURG

Page 2 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
43	Superior Plus Propane 25271418/Propane for highway	A1620.4	1,364.82	
49	Overhead Door Co. of GF 26899/Highway garage door maintenance	A1620.4	2,226.00	
52	W. B. Mason Co. Inc. 251642082/garbage bags	A1620.4	37.98	
52	W. B. Mason Co. Inc. 251643236/Building supplies	A1620.4	150.44	
41	Thermal Associates LLC 125292023/Service call	A1620.41	227.59	
46	Joseph Groff 7/6/25/7/6/25 Deposit for sound engineering	A6410.4	500.00	
42	RELIABLE RACING 0D52985004/Blue poly fence	A7110.4	795.00	
51	The Safety Warehouse 457613/Hi Vis jacket	A7110.4	104.83	
44	Olympic Regional Development 46333/2025 Late Registration	A7310.4	258.00	
44	Olympic Regional Development 46308/2025 winter ski program 21 kids+rentals	A7310.41	4,360.00	
40	Sun Community News 0F349E1F-0004/Corn Zoning hearing	A8010.4	53.50	
40	Sun Community News 369908/Front street legal ad	A8020.4	33.09	
50	SCALE SERVICE & SUPPLY CO INC 16246/Remote display for floor scale	A8160.2	1,758.75	
47	WARREN COUNTY TREASURER 2024-000005/2024 Hauling fees	A8160.4	942.26	
29	CDPHP 250140010618/2/1/25-2/28/25 Retiree	A9060.8	4,539.40	12565 01/23/2025
29	CDPHP 250140022199/2/1/25-2/28/25 Active	A9060.8	8,631.32	12565 01/23/2025
51	The Safety Warehouse 457614/Peter Olesheski Allotment	A9089.8	84.98	

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY FUND

TOWN OF JOHNSBURG

Page 3 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
38	United Construction & Forestry 10951385/JOhn Deere 624K loader repair	DA5130.4	767.35	
39	Viking-Cives USA 4539783/pivot block & sprocket	DA5130.4	417.92	
53	Chemung Supply Corporation 034489/wing shoes	DA5130.4	595.80	
57	Dejana Truck & Utility Equip APN13410/Gland Nut Assy 13/4" Step Pin Kit	DA5130.4	70.27	
29	CDPHP 250140010618/2/1/25-2/28/25 Retiree	DA9060.8	3,594.72	12565 01/23/2025
29	CDPHP 250140022199/2/1/25-2/28/25 Active	DA9060.8	14,437.36	12565 01/23/2025
54	Mike Allison 1/23/25/Mike Allison Allotment	DA9089.8	148.24	

ABSTRACT OF AUDITED VOUCHERS

WATER IMPROVEMENT PROJECT

TOWN OF JOHNSBURG

Page 4 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
30	J&K Trucking & Excavating Inc 01/23/24/J&K - Pay App #10	HB8340.45	134,483.43	12566 01/23/2025

ABSTRACT OF AUDITED VOUCHERS

SEWER DISTRICT PROJECT

TOWN OF JOHNSBURG

Page 5 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
55	Miller, Mannix, Schachner & December 24/Sewer District	HC8120.43	1,404.00	

ABSTRACT OF AUDITED VOUCHERS

LIBRARY FUND

TOWN OF JOHNSBURG

Page 6 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
29	CDPHP 250140010618/2/1/25-2/28/25 Retiree	L9060.8	453.94	12565 01/23/2025
29	CDPHP 250140022199/2/1/25-2/28/25 Active	L9060.8	1,962.28	12565 01/23/2025

ABSTRACT OF AUDITED VOUCHERS

EMS

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
34	Johnsburg Emergency Services PMT #1 2025/Contractual PMT #1	SM4540.4	200,923.50	

ABSTRACT OF AUDITED VOUCHERS

WATER DISTRICT

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
36	Endyne, Inc. 517654-2/Balance due on invoice 517654	SW8320.4	305.00	
45	USA Blue Book INV00594112/Hach DPD a 1000/pk	SW8320.4	262.19	
29	CDPHP 250140010618/2/1/25-2/28/25 Retiree	SW9060.8	453.94	12565 01/23/2025

ABSTRACT OF AUDITED VOUCHERS

TRUST AND AGENCY

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 02/04/2025

NUMBER 003

TOTAL CLAIMS: \$399,383.92

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
8	Warren County Sheriff PR#2 2025/Court Case #334/07 Case 14000054	TA23	232.40	10346 01/27/2025
6	Aflac New York 564320/Janaury Aflac billing	TA29	1,213.02	10339 01/23/2025
7	NYS Child Support Processing PR# 2 2025/BU80063A2 PR#2 2025	TA49	244.00	10345 01/27/2025