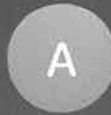


10:38



Andrea >



[Redacted text]

Mon, Mar 18 at 3:54 PM

Deana says you have ARPA questions, can I help?

Danae was asking about the 19000 but she got answers from Laurie

Very good

Do you have the minutes from the meetings?

I will look- they should also be in a file in the filing cabinet-ARPA and on the supervisors computer in a file labeled the same

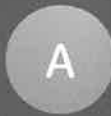
Ok I will see what I can find



iMessage



11:30



Andrea >



It was there when I left. It was one of the things I reviewed with Mark before leaving.

Do you remember which drawer?

Bean is accusing Pete Hoskins of conflict of interest and Mark of not being transparent because he hasn't shown people the gift document from Widlunds to the town.

It was in the drawer with a variety of folders- partially alphabetized- I didn't have time to finish doing that. It may be near the back of the drawer.

A copy should be with the resolutions from 2020? When the building was gifted. Jean should be able to find those in the archives- or, weee they lost in the fire?

I'm looking to see if I scanned a copy, then it'll be in Marks email. Have him check outgoing to the town attorney, I think I sent it to them at one point

It's a very somnolent document- doesn't say much, one page.

Ok I will talk to mark in a couple of minutes

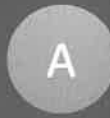
Tue, Oct 10 at 12:19 PM



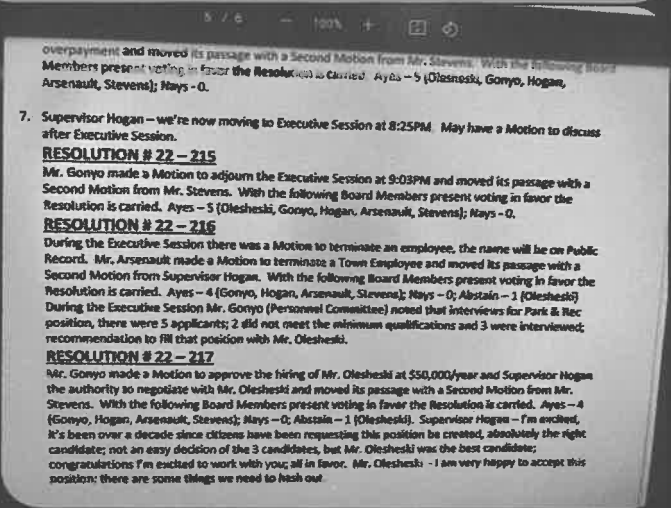
iMessage



11:35



Andrea >



It's in the supervisors computer under personnel. What's he doing?

And it says the name will be on public record but I can't find that either

He's trying to get money out of workers compensation so their attorney is looking all info regarding his separation from the town such as a letter, statement or documentation detailing why he is no longer working for us.

Get in touch with Brian reichenbach at the attorneys office. I followed his instructions to the letter

Ok thank you

The letter is in marks computer. I thought I printed one for the file, too.



iMessage



11:35



Andrea >



position, there are some things we need to look out.

It's in the supervisors computer under personnel. What's he doing?

And it says the name will be on public record but I can't find that either

He's trying to get money out of workers compensation so their attorney is looking all info regarding his separation from the town such as a letter , statement or documentation detailing why he is no longer working for us.

Get in touch with Brian reichenbach at the attorneys office. I followed his instructions to the letter

Ok thank you

The letter is in marks computer. I thought I printed one for the file, too. Matt may have one.

I will ask mark to look for it already tried Matt he doesn't have it.

It's definitely in his computer. There may be a file labeled "personnel" in the filing cabinet with a copy as well. I remember putting a copy there in case anyone ever needed it as a template.



iMessage



11:39



Andrea >



Good morning! Hope all is well with you. Had a long talk with Mark. He told me Jean lost the annual court review document. I told him to simply re-do it. I can't find the website to print one off, but Dave Cavanagh knows where to find it. Would you please get in touch with Dave and ask him to get a blank copy to Mark? Honestly, I don't know why Dave didn't just do this when Mark talked to him about it.

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

I will get a hold of Dave.

[Redacted text]

Apr 28, 2023 at 10:27 AM

Spoke with Dave and he said he doesn't know where to get it, that you are the one who got it.



iMessage



11:39



Andrea >



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Apr 28, 2023 at 10:27 AM

Spoke with Dave and he said he doesn't know where to get it, that you are the one who got it.

It's from the lady at DCOJ- I just can't find it in their site. It's also in marks computer, email, courts

Ok I will see if I can help mark find it in his email

Dave is not being helpful. He knows the woman and where to ask.



iMessage





Andrea >



May 11, 2023 at 11:53 AM

Hi! Pete O is trying to find the minutes/ recording of when the board committed to \$15 minimum wage- I think it was fall of 2021. If you have a couple of minutes, would you be willing to help him find that? Thanks!

I have looked and Jean searched her computer and there is no resolution we could find. What we did find was a Town of Johnsburg Fiscal Improvement Plan 2021-2026

That states it, right?

grant seeking, work with senior groups and youth board, library director and staff to expand programming and help with public outreach, assist tannery pond management, set up beach/park programming, liaison with Goro, work closely with county tourism and treasurer's dept. Again, a potentially self-supporting position via income generated through programming fees, grants, increases in sales and occupancy tax.

Performance measures:

- 1- Increase sales, occupancy and property tax income.
- 2- Development and marketing of recreational holdings
- 3 - Increased satisfaction with youth, senior and community programming

Review Town-owned properties for potential sale or development

Performance measures: Return of un or under-utilized properties to tax role, or create management programs which will return funds to the town.

Employee Development and Culture Improvement

Local Actions:

- 1. Institute \$15 minimum wage for all year-round, adult staff positions. Plus increase wages of other positions commensurate.

Performance measures: greater employee satisfaction, retention and recruitment.

2. Continue safety measures and follow recommendations of the safety committee to reduce worker's comp claims, employee time lost due to injury and health insurance claims from workplace injuries.

Performance measures: decreases in worker's compensation payments and claims, greater employee satisfaction, retention and recruitment.

Develop training schedules, encourage and fund staff development and health programs

Performance measures: decrease in days lost to illness and injury, greater employee job



iMessage





1



Andrea



That states it, right:

grant seeking, work with senior groups and youth board, library director and staff to expand programming and help with public outreach, assist tannery pond management; set up beach/park programming; liaison with Gore, work closely with county tourism and treasurer's depts. Again, a potentially self-supporting position via income generated through programming, fees, grants, increases in sales and occupancy tax.

Performance measures:
 1- Increase sales, occupancy and property tax income.
 2- Development and marketing of recreational holdings
 3 - Increased satisfaction with youth, senior and community programming

Review Town-owned properties for potential sale or development
 Performance measures: Return of un or under-utilized properties to tax role, or create management programs which will return funds to the town.

Employee Development and Culture Improvement
 Local Actions:
 1. Institute \$15 minimum wage for all year-round, adult staff positions, plus increase wages of other positions commensurate.
 Performance measures: greater employee satisfaction, retention and recruitment.

2. Continue safety measures and follow recommendations of the safety committee to reduce worker's comp claims, employee time lost due to injury and health insurance claims from worksite injuries.
 Performance measures: decreases in worker's compensation payments and claims, greater employee satisfaction, retention and recruitment.

Develop training schedules, encourage and fund staff development and health programs
 Performance measures: decrease in days lost to illness and injury, greater employee job

Was there a resolution on that, or maybe it was just part of the budget packet. I'm any case, is anyone objecting to the \$15? And, if so, why?

No one is objecting that I know of, I think they are just trying to make sure it is done correctly. Possibly it was just done as a part of the budget packet

I think so- it's still the right thing to do, too



iMessage



11:34



Andrea >



Jun 14, 2023 at 11:27 AM

Any idea where the tannery pond contract is?

I can't find it in the things you gave back to me

The new proposed one?

Or the old one?

The old one

I don't think one has been signed since 2021. We were negotiating, and this did not do a new one. I just sent you an email with the drafts I had, but none signed. There is a file in the filing cabinet labeled "tannery pond"- probably a copy of the old one there. Also look in file referencing the tannery pond property- found with the other town owned property files, might be a copy there. Definitely a copy in Marks email under Tannery Pond

Jun 30, 2023 at 12:41 PM

Hi how is going?
Cricket is at it again and I need to find a letter of termination which I don't have in his file. The only thing I can find anywhere is.

5/4 - 100% +



iMessage



11:00



Andrea >



Sat, Oct 28 at 10:21 AM

[Redacted text]

Fri, Nov 3 at 11:24 AM

Did David Crikelair ever give up money to start an escrow account for his 7 lot subdivision he started in 2019?

No. It never got that far.

Ah ok thanks

There has always been a question that he has a balance from long before that. Candice would know more about that. The most recent attempt was never accepted by the APA or planning board. Corks skiing today, but he can tell you about it

Ok thank you

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]



iMessage



Joann Morehouse

From: Joann Morehouse
Sent: Wednesday, November 29, 2023 3:16 PM
To: Andrea Hogan
Subject: RE: Eugene Arsenault Resolution

Beautiful Thank you !

Joann Morehouse

Administrative Clerk
219 Main Street
North Creek, NY 12853
518-251-2421 ext 2

Please note that my email is now adminclerk@johnsburgny.com and I will be discontinuing secretary@johnsburgny.com in the upcoming months. Please update your address book accordingly.

From: Andrea Hogan <ahoganoncrane@gmail.com>
Sent: Wednesday, November 29, 2023 3:12 PM
To: secretary@johnsburgny.com <secretary@johnsburgny.com>
Subject: Re: Eugene Arsenault Resolution

Oh! I just sent one based on the first - I really like the volunteer stuff, Added and attached.

On Wed, Nov 29, 2023 at 3:04 PM secretary [johnsburgny.com](mailto:secretary@johnsburgny.com) <secretary@johnsburgny.com> wrote:

Admin Clerk

From: Andrea Hogan <ahoganoncrane@gmail.com >
Sent: Wednesday, June 14, 2023 11:35 AM
To: Joann Morehouse
Subject: Tannery Pond
Attachments: Tannery Pond Center Lease Draft Working Document V1.docx; Draft Tannery Pond LEASE 2021-2.pdf; Tannery Pond Lease 12.16.21.pdf

This is what I have

**LEASE AGREEMENT
BETWEEN TOWN OF JOHNSBURG AND
THE TANNERY POND CENTER**

Draft - Working Document

THIS LEASE is made and entered into by and between the **TOWN OF JOHNSBURG**, a New York municipal corporation located at 219 Main Street, North Creek, New York 12853 (the "Town") and **TANNERY POND CENTER FOR ARTS, EDUCATION & COMMUNITY GATHERINGS, INC.**, a domestic not-for-profit corporation with a mailing address of P.O. Box 54, North Creek, New York 12853 (the "Tenant").

1. Premises. The Town hereby leases to the Tenant and the Tenant hereby leases from the Town the Real Property located at 228 Main Street in the Town of Johnsburg, Warren County, tax map no. 66.10-2-32, commonly known as Tannery Pond Center (the "Property").

2. Term. The initial term of this Lease shall be for Fifty (50) years commencing on the date of the last signature on this Lease and terminating Fifty (50) years after the date of the last signature.

3. Termination. The Town wishes to insert termination rights here based on performance measures, perhaps financial shortfalls vs. anticipated goals. The board was uncertain of how to word this and will add language later.

4. Improvements. The Town agrees to make certain renovations/improvements to the Property including repairs to the HVAC systems, front cement ramps, interior and exterior doors, lighting fixtures inside and outside the building and updating the projection system.

Any other repair or improvement not listed in the paragraph above will be the responsibility of Tenant. Any improvements made to the Property by the Tenant shall become the property of the Town at the expiration of the Lease term or subsequent renewals.

5. Services in Lieu of Rent. In consideration of leasing the Property, Tenant agrees to:

a. Manage and pay for all aspects of operations at the Property including:

i. Scheduling and program development.

ii. Communication, marketing, and social media.

iii. Interior and exterior maintenance including but not limited to upkeep and replacement of all fixtures and appliances that are currently in the building.

iv. Staffing and opening the center to the public a minimum of days a week, which will include free public access to the gallery;

v. All utilities and will maintain at least one publicly accessible wifi connection;

vi. Allow free use of the building for reasonably scheduled Town Board, Planning Board, Zoning Board of Appeals, Board of Assessment Review and Town Committee meetings.

b. Commit to long range planning including:

i. Promote investment in the existing endowment fund;

ii. Develop and follow a business plan which the Town Board will review and approve.

6. Town Board Rights. The Town Board will monitor the financial status of the Tenant by reviewing the Tenant's finances annually in March utilizing tax filings and organizational budget documents. There was discussion here about requiring an annual outside audit, but the board recognized this would put financial burden on the Tannery Pond Center organization. The Town will also help Tenant establish benchmarks and fulfillment of these benchmarks will be reviewed biannually by the Town Board.

The board did not provide specifics on these benchmarks – any ideas?

7. Use. There was some discussion at this point regarding limiting alcohol in town buildings. Should we have this track with the town's building use documents and to be reviewed annually?

8. Care and Maintenance of Premises. The Tenant shall be responsible for all routine repair and maintenance of the Premises at its own expense and shall maintain the Premises in good and safe condition. Upon default of the Tenant in making such repairs or maintenance, the Town may, but shall not be required to, make such repairs and maintenance on behalf of the Tenant and the expense thereof shall become a charge to the Tenant. The Tenant agrees to surrender the Premises in good condition and repair, reasonable wear and tear excepted, at the expiration of this Lease or upon earlier termination thereof. The Town shall be responsible for only the maintenance and repairs discussed in paragraph 4 above.

9. Expenses Associated with Premises. The Tenant shall pay certain expenses associated with the Property including, but not limited to, water and sewer taxes or rents and utilities including electricity and heat, telephone, cable television, internet, grounds maintenance and snow removal. If Real Property Taxes are assessed against the Property in the future, Tenant shall be responsible for these as well.

10. Insurance. The Tenant shall maintain at its own expense... Still waiting for advice from insurance company.

11. Indemnification of the Town. Absent Town negligence, the Town shall not be liable for any damage or injury to the Tenant or any other person or to any property occurring on the Property or any part thereof and the Tenant agrees to hold the Town harmless from any claim for damages except to the extent such damages or claim are the result of the Town's negligence.

12. Destruction of Premises. In the event of a partial or complete destruction or condemnation of the Premises, this Lease may be terminated at the option of either party. Any condemnation awards shall be the property of the Town.

13. Mortgages, Assignments, Subleases and Transfers of Tenant's Interest. This Lease and the Tenant's interest herein shall not be sold, assigned, sublet, transferred, mortgaged, pledged or otherwise disposed of without the Town's prior written consent. If such consent is given, the Tenant shall continue to be fully responsible for the due performance of the Tenant's obligations hereunder as if no such assignment, sublease or other transfer had been made.

14. Default. If the Tenant fails or neglects to perform, meet or observe any of the Tenant's obligations hereunder for a period of ten (10) days after written notice from the Town to the Tenant, then at any time thereafter the Town may, by written notice to the Tenant, lawfully declare the termination of this Lease and re-enter the Property or any part thereof and by due process of law, expel, remove and put out the Tenant or any person occupying the Premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be available. If the Town does re-enter, the Town may re-let the Property or any part thereof for any term at the rent and on the terms the Town may choose.

15. Miscellaneous.

A. The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions thereof.

B. This Lease shall be construed and enforced in accordance with the laws of the State of New York.

C. This Lease shall inure to the benefit of and be binding upon the parties hereto, the legal representatives of the Town and the successors and assigns of the Tenant.

D. Any notice provided for hereunder shall be in writing and may be mailed using U.S. mail and using the above addresses for the Town and the Tenant or to such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it is deposited in the U.S. mail.

