



Johnstown Common Council
Business Meeting - Council Chambers, City Hall
Tuesday, February 21, 2023 @ 6:00 p.m.

AGENDA

We will broadcast using Facebook Live. The public can view the meeting from the official City of Johnstown Facebook page: [City of Johnstown, New York](https://www.facebook.com/CityofJohnstownNY)

- CALL MEETING TO ORDER / PLEDGE OF ALLEGIANCE
- ROLL CALL OF COUNCIL
- PUBLIC SESSION – Any person wishing to address the Council regarding city business will be permitted to speak for three (3) minutes. A council member will monitor Facebook during the session and read comments to the Council. There is no exchange of dialogue during this portion of the meeting. Profane language, obscene conduct, or disruptive comments are not acceptable and will not be allowed.
- PRESENTATIONS – N/A
- APPROVE MINUTES
 1. January 17, 2023
- MAYOR'S STATE OF THE CITY ADDRESS
- APPROVE CLAIMS AND ACCOUNTS
- REPORTS FROM CITY DEPARTMENTS
- REPORTS FROM COUNCIL LIAISONS
- LOCAL LAW – N/A
- ORDINANCE – N/A
- MAYORAL APPOINTMENTS – N/A
- RESOLUTIONS
 1. Agreement – CT Male; consulting services
 2. Agreement – Arcadis; landfill monitoring
 3. Agreement – General Code; update ordinance
 4. Agreement – CT Male; Abel Drive Watermain Replacement
 5. Agreement – CT Male; lead service line replacement
 6. Accept Bid – Cork Center electrical/lighting project
 7. Reject Bid – Christman Filtration door project
 8. Authorize RFP – Upstate Utilities, Inc.
 9. Appointment – Commissioners of Deeds
- DISCUSSION
- ANNOUNCEMENTS
 1. Daylight Savings Time begins March 12th
 2. Business Meeting – Monday, March 20th @ 6pm
- EXECUTIVE SESSION – Only if necessary
- ADJOURN



February 21, 2023

Resolution No. 1 2023

Council Member Hayner presented the following Resolution and moved its adoption:

EXECUTE AGREEMENT WITH CT MALE ASSOCIATES FOR CONSULTING SERVICES RELATING TO THE WATER SYSTEM

WHEREAS, the City of Johnstown is desirous of entering into an Agreement with CT Male (CT Male) Associates for consulting services to the City Engineer's Office; and

WHEREAS, CT Male will provide the City with consulting services for the period commencing January 1, 2023 through December 31, 2023; and

WHEREAS, CT Male will perform consulting services on an hourly basis, with a maximum amount payable, not to exceed \$15,000.00, set by purchase order. Additional work may be performed as requested with the execution of additional purchase orders issued by the City.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute a General Engineering Services Proposal, a copy of which is annexed hereto, with CT Male Associates, to provide on-call consulting services for the City Engineer's Office relating to the water system.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



January 13, 2023

TRANSMITTED VIA EMAIL ONLY

Mr. Christopher Vose, City Engineer
City of Johnstown
33-41 E. Main Street
Johnstown, NY 12095

Re: *General Engineering Services Proposal*
City of Johnstown, NY

Dear Mr. Vose:

We respectfully submit this proposal to the City of Johnstown (City) for consideration of an agreement between the City of Johnstown and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) for general engineering, operational, and construction related consulting services for 2023.

We are available to assist the City with a wide array of tasks including, but not limited to:

- Drafting technical letters and responses;
- Drafting requests for proposals, cost estimates, and reports;
- Providing engineering consulting, advice, guidance, and design;
- Reviewing submissions to the City for conformance with applicable regulations, codes, and City requirements;
- Assisting with long term planning;
- Assisting with funding alternatives and sources of grants and loans;
- Preparing grant applications;
- Conducting income surveys;
- Providing City maintenance guidance;
- Mapping and GIS services;
- Water system hydraulic modeling;
- Sewer System hydraulic modeling;
- Environmental investigations and compliance including workplace health and safety;
- Energy audits and energy efficiency studies and planning;
- Infrastructure repair and replacement prioritization and planning;
- Construction administration and inspection;

The above is just a sampling of what we can offer the City.

C.T. Male's office located at 10 N. Perry Street in Johnstown, one block from City Hall, will be the primary point of contact for the City. C.T. Male will work with the City and its employees as the need arises and will coordinate assistance with C.T. Male professionals as requested by the City.

C.T. MALE ASSOCIATES

January 13, 2023

Mr. Vose

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Professional engineering services for capital projects as initiated by the City would be provided under separate agreements negotiated with the City.

We propose to perform the above services on an hourly basis as requested and authorized by the City with an initial Not-To-Exceed Fee of \$15,000.00. Additional work, beyond the initial not-to-exceed fee can be performed as requested with the execution of a technical service change order to amend the maximum not-to-exceed fee. The term of the contract will be from the date January 1, 2023 through December 31, 2023. Hourly rates and reimbursement for out-of-pocket expenses such as mileage, printing, copies, phone, fax, etc. will be billed at our standard rates. Invoices for services provided will be issued on a monthly-basis and will show each C.T. Male staff person who performed work for the City, their hourly rate, and the total number of hours for the billing period.

Thank you for the opportunity to submit this proposal. Should the City find this proposal acceptable, I have attached a contract for review and execution. If you have any questions, or need additional information, please don't hesitate to call me at (518)848-3533 or email me at j.gordon@ctmale.com.

Respectfully submitted,

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.



Jacob R. Gordon, P.E.

Regional Office Manager

Attachments

C: Charles R. Kortz, P.E., C.T. Male

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: _____

Agreement made this 13th day of January 2023, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and CITY OF JOHNSTOWN (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

- A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

Perform general engineering, operational and construction related consulting services as requested by the Client for the calendar year of 2023 effective upon execution of this contract as described in the proposal letter dated January 13, 2023.

- B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

Hourly up to a maximum not-to-exceed fee of \$15,000.00 as described in the proposal letter dated January 13, 2023.

- C. CLIENT shall furnish the following:

Executed contract agreement.

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

CITY OF JOHNSTOWN

33-41 E. Main Street
Johnstown, NY 12095
Phone: (518) 736-4012

AGREED TO:

**C.T. MALE ASSOCIATES ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE &
GEOLOGY, D.P.C.**
50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400

By: _____ By: _____
Honorable Amy Praught (Date) Jacob R. Gordon, P.E. (Date)

Title: Mayor Title: Regional Office Manager

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.

2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.

3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** Either party to this Agreement may terminate upon mutual agreement, in writing to the other party. Further, this Agreement may be terminated without cause upon thirty (30) days written notice to the other party that the cancelling party no longer desires to be in this Agreement. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.

12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$50,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.

Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

15. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.

16. **INSURANCE:** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this Agreement, at C.T. MALE ASSOCIATES' own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

17. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

18. **MEDIATION:** CLIENT and C.T. MALE ASSOCIATES agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation

C.T. MALE ASSOCIATES

in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

19. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

20. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

21. Books and Records: C.T. MALE ASSOCIATES shall maintain accurate records for all work performed under this Agreement. The City of Gloversville, the Gloversville Water Board, New York State and the NYS Environmental Facilities Corporation, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Latham office of C.T. MALE ASSOCIATES. C.T. MALE ASSOCIATES shall maintain all required records for three years after final payment is received and all other pending matters are closed.

22. Grant Documents: All materials and documents created for this project shall become the property of the City of Gloversville Water Board and can be used by the Water Board throughout the term of the grant and after the grant is over or in the event of any termination of the grant, provided that the Water Board will use said documents and materials solely for this grant that is the subject of this Agreement. Upon any termination or at the end of the grant, the City of Gloversville Water Board shall have the exclusive right to request copies of all documents from C.T. MALE ASSOCIATES and shall have use over any and all documents created for the grant or used during the grant, again, provided that the Water Board will use said documents and materials solely for this grant that is the subject of this Agreement. No such materials created for the use of this grant on behalf of the City of Gloversville Water Board shall be considered proprietary material.



February 21, 2023

Resolution No. 2, 2023

Council Member Miller presented the following Resolution and moved its adoption:

RETAIN ARCADIS OF NEW YORK, INC. TO PROVIDE MONITORING AND REPORTING
ACTIVITIES FOR THE CLOSED JOHNSTOWN LANDFILL SITE

WHEREAS, the City of Johnstown is required to conduct semi-annual groundwater and surface water monitoring sampling as part of the Post-Closure Monitoring Plan for the closed Johnstown Landfill; and

WHEREAS, Arcadis has successfully provided this service to the city in the past; and

WHEREAS, it is the City Engineer's recommendation to hire Arcadis for continued consulting support and monitoring activities of the closed Johnstown Landfill.

NOW, THEREFORE BE IT

RESOLVED, that Arcadis be retained to perform continued consulting support and 2023 compliance monitoring of the closed Johnstown Landfill within the scope of services of the proposal provided by Arcadis, attached hereto as Schedule "A", for an amount not to exceed \$58,600.00; and be it further

RESOLVED, that the Mayor is hereby authorized and directed to execute any and all documents associated with the project.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Mr. Christopher Vose
City Engineer
City of Johnstown
33-41 East Main Street
Johnstown, NY 12095

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: February 7, 2023
Our Ref: 30117925
Subject: Johnstown Landfill, Fulton County, NY
NYSDEC Site Number 518002
Proposal for 2023 Monitoring Activities

Dear Mr. Vose,

Attached is Arcadis of New York, Inc.'s (Arcadis') proposal for 2023 monitoring and reporting activities for the Johnstown Landfill Site in Fulton County, New York (Site). The specific activities included in this scope of work, which are described herein, include the following:

- Health and Safety Plan review and update as needed;
- Quarterly inspections of the closed landfill;
- Groundwater, surface water, and sediment sampling, per the New York State Department of Environmental Conservation (NYSDEC)-approved Site Management Plan (SMP);
- Project reporting; and
- Project management and coordination.

Task 1: Site Inspections – Landfill inspections will be conducted quarterly in 2023, as required by the SMP, and will include the following:

- Using a four gas (CO, H₂S, LEL, and O₂) meter to monitor the landfill vents and onsite air quality;
- Inspecting the landfill cap to assess the extent of vegetative cover and to check for signs of erosion, settlement, surface water ponding, and stressed vegetation;
- Inspecting the site for evidence of vectors (birds, rodents, pests);
- Locating and inspecting the groundwater monitoring wells (both on-site and off-site) for the presence and operation of locks, damage/vandalism, and the condition of the surface seals;
- Performing minor monitoring well maintenance activities as needed (e.g., replacing j-plugs, locks, well caps);
- Inspecting the site access gates and fence for operational locks, vandalism, or other damage;
- Inspecting the warning signs and verifying their presence and legibility;
- Inspecting the access roads for ruts, standing water, and overall drivability; and
- Inspecting the site for debris, litter and/or waste.

The inspection and maintenance activities will be documented on field inspection forms and photographs will be taken at the time of the inspections to document the observed conditions and any deficiencies or areas requiring maintenance or repair. A summary of the inspection results will be provided to the City quarterly via email. The completed field inspection forms and photographs will be maintained digitally and made available to the United States Environmental Protection Agency (USEPA) and/or the NYSDEC upon request. Otherwise, the results of

Mr. Christopher Vose
City of Johnstown
February 7, 2023

the inspections will be summarized and provided to the USEPA/NYSDEC in the Annual Monitoring and Maintenance Report (see Task 3).

At this time, it is anticipated that the 2023 quarterly landfill inspections will be conducted in March, June, September, and November/December, weather and site conditions permitting. If maintenance activities are deemed necessary based on the results of the inspections, the City will be notified immediately such that deficiencies may be corrected promptly.

Task 2: Field Sampling and Laboratory Analyses – As detailed below, Arcadis will complete the required sampling of environmental media as described in the EPA-approved Quality Assurance Project Plan (QAPP) and NYSDEC-approved SMP.

Groundwater

It is anticipated that the annual groundwater sampling event will be completed in June 2023. Water levels will be measured in the 35 Site monitoring wells prior to collecting the groundwater samples. Groundwater from fourteen (14) monitoring wells (MW-3S, 3M, and 3D; MW-2S, 2M, and 2D; MW-6S and 6M; MW-7S and 7D; MW-9S and 9D; and MW-15S and 15D) will be sampled and analyzed for NYCRR Part 360 Baseline Parameters (volatile organic compounds (VOCs), metals, hardness, and general chemistry). The routine purging and sampling will be completed consistent with previous sampling events with the use of a dedicated bladder pump or bailer depending on the well. In 2018, select groundwater samples were analyzed for emerging contaminants (per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane) and the resulting data was provided to NYSDEC, who has not requested additional PFAS and 1,4-dioxane sampling. As such, this proposal does not include costs for emerging contaminant sampling and analyses.

Surface Water

Surface water from Mathew Creek will be sampled semiannually (twice in 2023) at three locations (SW-1 through SW-3). The surface water samples will be analyzed for NYCRR Part 360 Baseline Parameters (VOCs, total and dissolved metals, hardness, and general chemistry) during the first event of the year (June 2023). The surface water samples will be analyzed for NYCRR Part 360 Routine Parameters (total and dissolved metals, hardness, and general chemistry) during the second event of the year (November/December 2023). At this time, PFAS and 1,4-dioxane analysis of surface water samples has not been requested by NYSDEC and costs for these analyses are not included herein. The first semiannual surface water sampling event will coincide with the annual groundwater sampling event anticipated to be conducted in June. The second surface water event will be scheduled for late fall 2023 (anticipated in late November or early December) to coincide with the fourth quarter landfill inspection.

Sediment

The sediment sampling event will coincide with the annual groundwater sampling event anticipated to be conducted in June. Sediment samples will be collected from Mathew Creek at nine locations (SED-1 through SED-9) and analyzed for target analyte list (TAL) metals and total organic carbon (TOC). At this time, PFAS and 1,4-dioxane analysis of sediment samples has not been requested by NYSDEC and costs for these analyses are not included herein.

All laboratory analyses are anticipated to be performed by Alpha Analytical under subcontract to Arcadis. All samples will be analyzed on a standard turnaround time basis.

Mr. Christopher Vose
City of Johnstown
February 7, 2023

Task 3: Data Review and Reporting – Analytical data generated as a result of the June 2023 sampling activities will be accompanied by a USEPA Level IV data deliverable. Approximately 10% of the June 2023 data will undergo full validation, which will be performed in accordance with the USEPA Functional Guidelines for Data Validation and USEPA SOPs HW 2/HW-24.

Pertinent field sampling records (e.g., field sampling logs, chain-of-custody records) will be reviewed in conjunction with the laboratory deliverables for accuracy, precision, completeness, overall quality of data, and absence of transcription errors.

Following completion of the data review and validation, an Annual Monitoring and Maintenance Report (Annual Report) will be prepared. The Annual Report will summarize the usability of the data and will also include a comparison of the data to applicable standards and a summary of any changes in groundwater, surface water, and sediment quality. The Annual Report will also provide and discuss the results of the landfill inspections.

The Annual Report will be provided as a draft to the City of Johnstown for review and comment prior to being submitted to the USEPA and the NYSDEC. It is anticipated that the Annual Report will be submitted to USEPA and NYSDEC in the first quarter of 2024.

Task 4: Project Management and Coordination – This task includes project management and coordination activities in support of Tasks 1 through 3 described above. In addition, the Health and Safety Plan (HASP) will be reviewed and updated as needed.

SCHEDULE AND COST

Compensation for the work described above will be on a lump sum basis in the amount of \$58,600. The work will be performed in accordance with the terms and conditions outlined in the attached contract agreement. A breakdown of our estimated costs for this project is provided in the following table.

| Category | Estimated Cost |
|---|----------------|
| Arcadis Labor (Project coordination and management, sampling, data validation, reporting, and landfill inspections) | \$35,700 |
| Subcontractors: Alpha Analytical Laboratories | \$18,900 |
| Other Direct Costs (Field Equipment, Transportation, and Shipping) | \$4,000 |
| Total Cost | \$58,600 |

Mr. Christopher Vose
City of Johnstown
February 7, 2023

Thank you for the opportunity to assist the City of Johnstown with this project. If this proposal is acceptable to you, please sign below and the attached contract document and return to us. If you have any questions, please contact Mark Flusche at 518.250.7322.

Sincerely,
Arcadis of New York, Inc.



Mark Flusche
Principal Hydrogeologist

Email: Mark.Flusche@arcadis.com
Direct Line: 518.250.7322
Mobile: 518.859.3579

CC. Katie Bidwell (Arcadis)

Accepted by:

Signature

Name

Title

Date

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of _____, _____ (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT

Name: City of Johnston (the "Client")
Address 1: P.O. Box 160
Address 2: 33-41 East Main Street
City: Johnstown State: New York Zip: 12095

Arcadis

Name: Arcadis of New York, Inc. ("Arcadis")
Address 1: 855 Route 146, Suite 210
Address 2: _____
City: Clifton Park State: New York Zip: 12065

The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.

2. PARTY REPRESENTATIVES

CLIENT REPRESENTATIVE

Mail Originals:

City of Johnstown
P.O. Box 160, 33-41 East Main Street
Johnstown, New York 12095
Attention: Christopher Vose
Telephone: 518.736.4014
Fax: 518.762.4939

With Copies To:

Attention: _____
Telephone No.: _____
Facsimile No.: _____

ARCADIS REPRESENTATIVE

Mail Originals:

Arcadis of New York, Inc.
855 Route 146, Suite 210
Clifton Park, New York 12065
Attention: Mark Flusche
Telephone: 518.250.7322
Fax: 518.371.2757

With Copies To:

Attention: _____
Telephone: _____
Fax: _____

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

- ☒ Environmental ☐ Infrastructure ☐ PM/ CM
☐ Other: _____

The specific Services performed under this Agreement are detailed in the Work Authorizations approved by the Client and Arcadis attached hereto as Exhibit C.

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

- ☐ Phase I ESA
☐ TDD (Technical Due Diligence)
☐ Asbestos & Other Hazardous Materials
☐ PM / CM
☐ GPS / REACH

5. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: General Terms and Conditions for Professional Services
- Exhibit(s) B: (As applicable to the scope) Special Terms and Conditions for Professional Services
- Exhibit C: Work Authorizations

6. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

Client

Arcadis

By: _____
Name: _____
Title: _____

By: _____
Name: Mark Flusche
Title: Principal Hydrogeologist



February 21, 2023

Resolution No. 3, 2023

Council Member Parker presented the following Resolution and moved for its adoption:

AUTHORIZE THE MAYOR TO EXECUTE A PROPOSAL FOR CODIFICATION SERVICES, WITH GENERAL CODE, TO UPDATE THE CITY OF JOHNSTOWN CODE OF ORDINANCES

WHEREAS, the City of Johnstown Code of Ordinances hasn't been completely revised or updated since 1968; and

WHEREAS, updating the Ordinance will deliver a Code that is not only accessible and improve transparency but will also provide a secure, reliable online platform; and

WHEREAS, on March 19, 2001 the Common Council authorized a Contract with General Code, attached hereto, to revise and update the Code of Ordinances; and

WHEREAS, on June 20, 2011 the Common Council approved a Change Order, attached hereto, to the original contract; and

WHEREAS, the City of Johnstown did not move forward with the process of updating the Ordinance at that time; and

WHEREAS, General Code has provided a Proposal for Codification Services, attached hereto, to assist the City in updating the Ordinance and make it accessible online using eCode 360.

NOW, THEREFORE, BE IT

RESOLVED, the Mayor is hereby authorized to execute the Proposal for Codification Services with General Code in the amount of \$18,995.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | PASSED / FAILED | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

March 19, 2001

RESOLUTION NO. 24, 2001

Council Member Cole presented the following Resolution and moved its adoption:

BE IT RESOLVED, that the Mayor be and he is hereby authorized to execute a contract with General Code Publishers Corp. to revise and update the Code of Ordinances of the City of Johnstown for a price not to exceed \$18,400.00.

Seconded by Council Member Barter

Adopted by the following vote:

Ayes: 3

Noes: 0

Abstains:

Absent: Yerdon, Brunetto-Miller

Resolution No. 50, 2011

Council Member Cole presented the following Resolution and moved its adoption.

WHEREAS, on March 19, 2001 the Common Council approved Resolution #24 authorizing a Contract with General Code to revise and update the Code of Ordinances; and

WHEREAS, in 2011 General Code received additional legislation to be included in the Code Project; and

WHEREAS, General Code will complete the additional updates (Change Order #1) to the Contract for a sum of \$10,266.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council hereby accepts Change Order No. 1, annexed hereto as Schedule "A", in the amount of \$10,266.00, resulting in a new contract price in the amount of \$14,866.00, which includes the remainder of \$4,600.00 due under the original contract; and be it further

RESOLVED, the Mayor be and she is hereby authorized to execute Change Order No. 1 with General Code.

Seconded by Council Member Foss

Adopted by the following vote:

Ayes: 5

Noes: 0

Abstains:

Absent:



Proposal for Codification Services

PREPARED FOR:

City of Johnstown, New York

PREPARED BY:

TODD METCALFE

CODIFICATION ACCOUNT MANAGER

tmetcalfe@generalcode.com

800.836.8834

DATE:

January 31, 2023

(Valid for six months)

Table of Contents

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Johnstown's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Johnstown has not yet codified its legislation. As a result, your community may not be able to easily find the City's laws, and your legislation may contain inconsistencies, errors and outdated information that could potentially affect enforceability and alignment with relevant New York statutes.

It is our understanding that the City would like to codify its legislation, including a comprehensive review, to include all legislation of a general and permanent nature to Local Law No. 1-2022. This process would ensure that legislation is up-to-date and is in line with New York statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled *eCode360* platform.

Our Solution

Our comprehensive codification solution for Johnstown includes:

- > **Create a Code**
General Code® will provide the City with a Code that is clear and easy for your community to access and use.
- > **An Editorial and Legal Analysis**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with New York statutes.
- > **An online Code housed on our innovative eCode360 platform**
Created for a variety of users, *eCode360* makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.
- > **10 custom printed Code books, with an option for additional printed volumes**
We will provide you with 10 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Johnstown's Code enforceable
3. Improve transparency with constituents

4. Save Johnstown's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Johnstown's Investment

The price of *General Code*'s recommended solution will be \$18,995.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 11.

General Code, America's Next-Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to more effectively overcome challenges and create opportunities for growth. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 3,800 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

With a worldwide membership of 64,000, International Code Council (ICC) is the global leader in developing model codes and standards used in the design, build, and compliance process to construct safe, sustainable, affordable, and resilient structures and communities. Most U.S. communities and many global markets choose the International Codes.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff's and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The *General Code* Recommended Solution and Process

General Code's Approach to Codification



Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary legal review platform, shared interactively between the *General Code* project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare your Organizational Analysis, evaluate your legislation, prepare the Editorial and Legal Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Legal Editor. It also will provide, as the project moves forward, a record or memorandum of the changes to be made, as users agree upon and make those decisions.

So how does it work?

When the Digital Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your

municipal officials, led by our *General Code* training specialist, to guide you through the features and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- > Code Project Contract
- > Code Project Guidelines
- > Organizational Analysis
- > Digital Manuscript
- > Editorial and Legal Analysis
- > Record of any changes to be made
- > Code Adoption Ordinance
- > Disposition List
- > Digital Drafts of your Code

Upon completion of the codification project and adoption of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

Below is an outline of the process for completing your codification project.

Project Launch

General Code will consult with Johnstown's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 10.

Organizational Analysis

We will prepare an Organizational Analysis of your legislation for the City to review, which will include a proposed Table of Contents of the Code and a listing of legislation reviewed, along with questions about any missing material and adoption dates as well as any other questions pertaining to the completeness of materials being reviewed. The City will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback received into the project and move forward to prepare the Manuscript and the Editorial and Legal Analysis.

Editorial and Legal Analysis with Manuscript

We will prepare a Manuscript using the materials provided by the City. The Manuscript organizes your legislation into a logical system of chapters arranged alphabetically by subject matter. At this step we will incorporate amendments into the Manuscript, noting repealed or superseded material. The resulting Manuscript will show exactly the legislation that is currently in effect.

To accompany your Manuscript, we will prepare an Editorial and Legal Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive

format with option sets to guide the user in the decision-making process. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Legal Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with New York statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Review

Code Review is a searchable online repository that houses your Code Manuscript and Editorial and Legal Analysis during the review stages of the codification process. When the Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a link to a secure online version of your in-process Code and the supporting documents, which could include the Code Project Contract, Organizational Analysis, Code Adoption Information, and Disposition List. *Code Review* allows users to reference and search relevant Code sections online as you answer questions and work through conflicts, duplications and inconsistencies within your Code. As the project continues, additional secure drafts will be available on your *Code Review* site, making the review process easy and clear. Upon completion of the project, your *Code Review* site will be replaced by your *eCode360* site and will house the adopted version of your Code, which will be made available to the public. The posting of *Code Review* is considered the first posting of *eCode360*.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process.

During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Legal Analysis phase
- > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

Using *Code Review*, *General Code* will submit a Draft of the Code for final review by the City. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code.
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Publish a Secure Online Code with eCode360

Once the final deliverables have been prepared, *General Code* will make your *eCode360* site available to the public. *eCode360* is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Johnstown's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—*eCode360* is easy and intuitive and offers powerful time-saving features

Always up-to-date—We will update your *eCode360* site with each supplement to your Code

A trusted, “go-to” resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

Premium eCode360 features

| | Premium eCode360 |
|---------------------------------------|---------------------|
| Annual Maintenance Fee | \$1,195 |
| New Laws | x |
| Easy and Flexible Searching | x |
| Dynamic Table of Contents | x |
| Email or Share Links | x |
| Printing | x |
| Bookmarking Searches | x |
| Archive View | x |
| "Sticky" Table Headers | x |
| Administrative Tools | x |
| Translate | x |
| eCode360 Search App | x |
| Linked New Laws | x |
| Public and Private Notes | x |
| Sample Legislation (Multicode Search) | x |
| Download to Word | x |
| Download to PDF | x |
| New Laws Indicator | x |
| Advanced Search | x |
| Customizable Titles | x |
| eAlert | x |
| Public Documents Module | x |

For more information about eCode360 see page 16.

Publish a Custom Printed Code

General Code will publish 10 printed copies of your Code in high-quality, custom-imprinted post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also include the City's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of 15 tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

For more information about *General Code's* Supplementation Services, see page 23.

Project Materials

Source Materials

The City of Johnstown has provided *General Code* with the following documents, which will be used as the source materials for the codification project:

- > *General Code's* manuscript
- > Uncodified legislation adopted from Local Law No. 1-2011 to Local Law No. 1-2022

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Johnstown set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Special Considerations

General Code has identified the following specific special considerations that will be addressed by our staff as the project progresses:

- > Please note that it was not clear from our initial review that all of the City's legislation was submitted and considered; for example, we noted no adopted legislation for 2014. *General Code* will work with the City to confirm that all Code-relevant legislation is included or, if not, to secure copies of any uncodified ordinances for inclusion in the Code.
- > A codification project was started for the City in 2008. *General Code* will use the manuscript from that project as the starting point.

Investment Details and Options

Codification Project Price

\$18,995

Services included with the codification project:

- > Project Launch
- > Creation of a New Code, with Project Scope Including Legislation to Local Law No. 1-2022
- > Editorial Work
- > Code Review Launch
- > Proofreading
- > Shipping

Code Review deliverables:

- > Organizational Analysis
- > Editorial and Legal Analysis
- > Manuscript
- > Draft
- > Comprehensive Index
- > Disposition List
- > Code Adoption Legislation

Final deliverables included with the codification project:

- > Premium eCode360
- > eCode360 Search App
- > Publication of 10 Code Volumes in Standard Imprinted Post Binders
 - o Customizable Tabs

Administrative Fees

\$0

General Code does not charge administrative fees; you will only pay for products and services you actually use

Optional Components

Estimated Price to Implement Gender-Neutral Language in Code

\$500

A *General Code* Editor will assess your goals and work with you to develop a strategy to make your Code language gender neutral and more inclusive. Typical solutions include direct pronoun replacement. Solutions that are more complex, such as an analysis of gendered terms in your Code or the re-writing of Code text to eliminate the use of pronouns, may be deemed outside of the scope of this project. An estimate for any additional charges will be provided upon request.

Please note: Code books in addition to the 10 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Ongoing Services

Premium eCode360 Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Performance and Payment Schedule

| Deliverable | Delivery Date | Payment Milestone |
|---|--|------------------------------------|
| Contract Signing | Within 30 days of contract signing | 20% of total project price due |
| Submission of the Organizational Analysis | Within 80 days of contract signing and receipt of the materials; the City has 30 days for review | 20% of total project price due |
| Submission of the Editorial and Legal Analysis with Manuscript | Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review | 30% of total project price due |
| Submission of Draft | Within 145 days of receipt of responses to the Editorial and Legal Analysis; the City has 45 days to review | 20% of total project price due |
| Delivery of the Code | Within 40 days of approval to proceed with the publication of the Code | Balance of total project price due |

Performance schedule reflects only business days excluding legal holidays.

Authorization and Agreement

The City of Johnstown, Codification, January 31, 2023

Codification Project Price

\$18,995

Optional Components

___ Estimated Cost to Implement Gender-Neutral Language in Code \$500

Total Investment

Including all of the options selected above, the total project price will be: \$

The City of Johnstown, New York, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Johnstown, Fulton County, New York

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Johnstown for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

New York Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the 867 municipalities in New York that have trusted *General Code* to codify their laws:

Fulton County

Town of Broadalbin
Village of Broadalbin
Town of Ephratah
Fulton County
City of Gloversville
Town of Johnstown

Hamilton County

Town of Inlet

Herkimer County

Town of Frankfort
Village of Ilion
Town of Webb

Montgomery County

City of Amsterdam
Village of Canajoharie
Village of Fonda
Village of Fort Plain
Village of Fultonville
Town of Minden

Saratoga County

Town of Ballston
Village of Ballston Spa
Town of Clifton Park
Town of Corinth
Village of Corinth
Town of Galway
Town of Greenfield
Town of Hadley
Town of Halfmoon
Town of Malta
Town of Milton
Town of Moreau
Village of Round Lake
Saratoga County
Town of Saratoga
City of Saratoga Springs
Village of Schuylerville

Village of South Glens Falls

Town of Stillwater

Town of Waterford

Village of Waterford

Town of Wilton

Schenectady County

Town of Glenville

Town of Niskayuna

Town of Princetown

Town of Rotterdam

City of Schenectady

Village of Scotia



February 21, 2023

Resolution No. 4, 2023

Council Member Spritzer presented the following Resolution and moved its adoption:

**EXECUTE AGREEMENT WITH C.T. MALE ASSOCIATES TO PROVIDE
ENGINEERING SERVICES RELATED TO THE ABEL DRIVE
WATERMAIN REPLACEMENT PROJECT**

WHEREAS, the watermain on Abel Drive has experienced numerous breaks over the last few years and a recent break has resulted in a boil water notice to residents on Abel Drive; and

WHEREAS, the City of Johnstown requested a proposal from CT Male to provide engineering services related to the design, permitting, construction, bid and administrative phase of the project; and

WHEREAS, CT Male will perform these engineering services for a lump sum fee of \$42,700.00;

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute an Agreement, a copy of which is annexed hereto, with CT Male Associates, to provide engineering services for the Watermain Replacement Project on Abel Drive.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | 4 | 1 | | |
| RESULT | Passed / Failed | | | |

| | |
|--|---|
| Adopted by the Common Council on February 22, 2022 | Resolution # _____, 2022 is hereby approved |
| Carrie M. Allen, City Clerk | Amy Praught, Mayor |

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 10, 2023

Mr. Christopher Vose, City Engineer
City of Johnstown
33-41 E. Main Street
Johnstown, NY 12095

Re: *Abel Drive Watermain Replacement Project*
City of Johnstown

Mr. Vose:

It is our understanding that the Abel Drive water main has experienced numerous breaks over the last few years and a recent break has resulted in a boil water notice to residents on Abel Drive. As such, the City has requested a proposal for professional engineering services for a water main replacement project on Abel Drive. We propose to perform the following scope of services:

Design, Permitting and Construction Documents Phase

- Perform a topographic survey along Abel Drive including but not limited to existing grades, curb locations, locations of trees, rim and invert information of storm and sanitary sewer infrastructure, and location of water valves.
- Prepare basemap from information gathered during the survey.
- Prepare design plans and specifications for the installation of the new waterline along Abel Drive from West Main Street to Wright Drive. The design plans will include plan and profile layout of the new water line and installation details.
- Meet with the City Engineer to discuss plans, specific City requirements, and edit drawings based on the meeting.
- Complete the NYSDOH Form 348 – Application for Improvements to a Public Water Supply
- Submit Plans, Specifications and DOH Form 348 to the NYSDOH Herkimer District Office for review and approval. This scope of work includes responding to one (1) round of comments received by the NYSDOH plus a resubmission of the revised plans and specifications.
- Upon final approval from the NYSDOH, prepare electronic bidding documents for distribution to interested contractors.

Fee \$30,200.00

C.T. MALE ASSOCIATES

February 10, 2023

Mr. Vose

Page - 2

Bid Phase

- Send bid documents to Contractors.
- Send bidding documents to contractor service agencies.
- Respond to questions on the bid specifications from contractors.
- Issue addendum(s), if necessary.
- Attend pre-bid meeting.
- Attend bid opening and record the bid opening results.
- Review bids, check references, and make a recommendation of award.
- Prepare four (4) original copies of the construction contracts for execution.

Fee \$3,500.00

Construction Administration Phase

- Schedule and attend pre-construction conference.
- Review and approve contractor's shop drawings and submittals.
- Review progress of contractor's work, as needed.
- Process contractor's requests for payment.
- Perform walk-through and final observation of completed construction work.
- Prepare punch list of items contractor shall complete and/or repair.

Fee \$9,000.00

Exclusions

- Advancement of soil boring or geo-probes is not included in this scope of work. It is not anticipated that bedrock will be encountered in this location based on a review of available USGS data and discussions with City of Johnstown Water Department staff.
- Construction Observation is not included in this proposal. A separate scope and fee will be provided to the City for these services prior to construction.
 - For C.T. Male to provide the required Certification of Completed Works to the NYSDOH, we will need to have an onsite representative observing the construction.

We propose to perform the above services for this project for a lump sum fee of \$42,700.00 plus reimbursable expenses. Reimbursable expenses will be billed at cost. The estimate for reimbursement of out-of-pocket expenses is \$1,500.00. Reimbursement for these expenses such as mileage, printing, copies, etc. will be billed at our standard rates at the time the costs were incurred. The 2023 reimbursable rate schedule is attached to this proposal for your review.

C.T. MALE ASSOCIATES

February 10, 2023

Mr. Vose

Page - 3

At this time, construction observation services are not included in this proposal, but can be provided upon request.

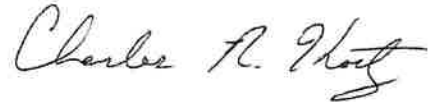
Thank you for the opportunity to submit this proposal. We look forward to working together on this important project. If this proposal is acceptable, we will provide a contract for execution. Should you have any questions or need additional information, please do not hesitate to reach out to me by phone at the office at (518)848-3533, on my cell phone at (518)536-2489, or by email at j.gordon@ctmale.com.

Sincerely,

C.T. MALE ASSOCIATES



Jacob R. Gordon, P.E.
Johnstown Regional Office Manager



Charles R. Kortz, P.E.
VP of Engineering and Quality

REIMBURSABLE EXPENSES

January - December 2023



1. **Travel:**
 - * mileage and tolls (\$.655 per mile)
 - * train
 - * taxi, subway, bus
 - * travel time
 - * car rental, gas
 - * airplane (coach fare)
 - * parking
 - * tips
2. **Meals and Lodging:** At cost.
3. **Photocopies:** \$ 0.17 each
 - * color copies/photos
 - 8 1/2x11 \$.75 each
 - 11x17 \$1.50 each
4. **Report Printing:** 10 copies or more (\$.09 per page), less than 10 copies (\$.17 per page)
 - * specifications
 - * 3-Ring binders for reports – at cost
 - * bindings
5. **Printing:**
 - * B&W: \$.42/per square foot
 - * Color: \$.47/per square foot
 - * Mylars: \$2.40/per square foot
6. **Scanning:**
 - * \$.17/per 8 1/2 x 11
 - * \$.42/per square foot
7. **CD Burning:**
 - * \$2.50/per CD
8. **Rental or purchased equipment:** Tools (e.g. scaffolding, special lighting, etc. for measuring and photographing existing building), at cost.
9. **Mail Deliveries:**
 - * Certified mail
 - * Return receipt
 - * Insurance
 - * Bulk mailings
 - * Courier service
 - * Overnight service
 - \$4.00, not including first class postage
 - \$3.25, not including first class postage
 - \$2.05/\$50 per piece mailed
 - Large reports, etc., Client cost to mail, typically UPS ground
 - Client cost to courier/deliver
 - Federal Express, UPS, etc., at cost to Client
10. **Consultant's Expenses:** With 10% mark-up



February 21, 2023

Resolution No. 5, 2023

Council Member Jeffers presented the following Resolution and moved its adoption:

EXECUTE AGREEMENT WITH C.T. MALE ASSOCIATES TO PROVIDE ENGINEERING AND GRANT ADMINISTRATIVE SERVICES RELATED TO THE LEAD SERVICE LINE REPLACEMENT PROGRAM

WHEREAS, the City of Johnstown has been awarded a NYS Lead Service Line Replacement Program (LSLRP) Grant in the amount of \$521,785.00 for the replacement of existing lead water service lines currently connected to the City's water distribution system; and

WHEREAS, this program will replace the entire length of residential lead service lines from the municipal water main to the residence, in order to reduce the amount of lead in drinking water; and

WHEREAS, CT Male will perform engineering and grant administrative services for this project for an initial fee not to exceed \$50,000.00, of which is 100% reimbursable from the LSLRP.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute an Agreement, a copy of which is annexed hereto, with CT Male Associates, to provide engineering and grant administrative services for the replacement of existing lead water service lines currently connected to the City's water distribution system.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 10, 2023

TRANSMITTED VIA EMAIL ONLY

Mr. Christopher Vose, City Engineer
City of Johnstown
33-41 E. Main Street
Johnstown, NY 12095

Re: *Lead Service Line Replacement Program
Project Management and Engineering Services Proposal
City of Johnstown, NY*

Dear Mr. Vose:

We respectfully submit this proposal to the City of Johnstown (City) for consideration of an agreement between the City and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) for engineering and grant administrative services related to the Lead Service Line Replacement Program (LSLRP) administered by the New York State Department of Health (NYSDOH), of which the City was awarded funding totaling \$521,785.00 to replace existing lead water service lines currently connected to the City's water distribution system.

For reference, the NYSDOH approved project outline, work plan, and project budget are attached to this proposal. It is our understanding that the approved budget and work plan allows for a fee of \$86,593.00 for the following tasks:

- Public Outreach
- Administrative tasks
- Engineering
- Bidding Services
- Construction Administration Services
- Grant Administration Services
- Construction Observation Services

Understanding that the total number of lead services is unknown and the level of response resulting from our community outreach efforts is likely to be variable, we would propose to perform the services associated with the LSLRP project on an hourly basis with an initial Not-To-Exceed Fee of \$50,000.00. Additional work, beyond the initial not-to-exceed fee can be performed as requested with the execution of a technical services change order to amend the maximum not-to-exceed fee. Hourly rates and reimbursement for out-of-pocket expenses such as mileage, printing, copies, phone, fax, etc. will be billed at our standard rates. Standard rates for reimbursable expenses are shown on the attached 2023 rate sheet. Invoices for services provided will be issued on a monthly-basis and will show each C.T. Male staff person who performed work for the City, their hourly rate, and the total number of hours for the

C.T. MALE ASSOCIATES

February 10, 2023

Mr. Vose

Page - 2

billing period.

It is our understanding that the LSLRP program will 100% fund C.T. Male's services, but the City will be required to pay invoices for C.T. Male and ultimately contractor payment applications out-of-pocket, then submit reimbursement requests to the State.

Thank you for the opportunity to submit this proposal. Should the City find this proposal acceptable, I have attached a contract for review and execution. If you have any questions, or need additional information, please don't hesitate to call me at (518)848-3533 or email me at j.gordon@ctmale.com.

Respectfully submitted,

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.



Jacob R. Gordon, P.E.
Johnstown Regional Office Manager



Charles R. Kortz, P.E.
VP of Engineering and Quality

Attachments

REIMBURSABLE EXPENSES

January - December 2023



1. **Travel:**
 - * mileage and tolls (\$.655 per mile)
 - * train
 - * taxi, subway, bus
 - * travel time
 - * car rental, gas
 - * airplane (coach fare)
 - * parking
 - * tips
2. **Meals and Lodging:** At cost.
3. **Photocopies:**
 - * \$0.17 each
 - * color copies/photos
 - 8 1/2x11 \$.75 each
 - 11x17 \$1.50 each
4. **Report Printing:** 10 copies or more (\$.09 per page), less than 10 copies (\$.17 per page)
 - * specifications
 - * 3-Ring binders for reports – at cost
 - * bindings
5. **Printing:**
 - * B&W: \$.42/per square foot
 - * Color: \$.47/per square foot
 - * Mylars: \$2.40/per square foot
6. **Scanning:**
 - * \$0.17/per 8 1/2 x 11
 - * \$0.42/per square foot
7. **CD Burning:**
 - * \$2.50/per CD
8. **Rental or purchased equipment:** Tools (e.g. scaffolding, special lighting, etc. for measuring and photographing existing building), at cost.
9. **Mail Deliveries:**
 - * Certified mail
 - * Return receipt
 - * Insurance
 - * Bulk mailings
 - * Courier service
 - * Overnight service
 - \$4.00, not including first class postage
 - \$3.25, not including first class postage
 - \$2.05/\$50 per piece mailed
 - Large reports, etc., Client cost to mail, typically UPS ground
 - Client cost to courier/deliver
 - Federal Express, UPS, etc., at cost to Client
10. **Consultant's Expenses:** With 10% mark-up

CITY OF JOHNSTOWN LEAD SERVICE LINE REPLACEMENT PROGRAM PROJECT OUTLINE

PROGRAM DESCRIPTION

The City of Johnstown Water Department (City) has been awarded a NYS Lead Service Line Replacement Program (LSLRP) Grant. The LSLRP was created by the NYS Clean Water Infrastructure Act of 2017 to provide municipalities with grant funds to assist in the replacement of lead service lines.

Drinking water can be a source of lead exposure. Service pipes that contain lead can corrode, causing lead to enter drinking water. The Lead Service Line Replacement Program will replace the entire length of residential lead service lines, from the municipal water main to the residence, to reduce the amount of lead in drinking water.

ADMINISTRATIVE STRUCTURE

Project Manager Services

The City will enter into a professional services agreement with a qualified engineering consulting firm (C.T. Male Associates). The City will procure the services of a Project Manager to assist in the management and coordination of project tasks. The Project Manager will work one-on-one with property owners, a contractor, and the City personnel to finalize scopes of work for each individual project. The Project Manager will also provide inspection and monitoring of the lead line replacement work to ensure construction is up to the standard set by the scope, design, and requirements of the City and the Lead Service Line Replacement Program. A Certificate of Completion will be provided at the completion of the project and a recommendation for contractor payment will be made.

Construction Services

The City, with assistance of the Project Manager, will use a competitive bid process to procure the services of a contractor(s) to replace the lead service lines and complete the restoration of each property. One contract will be awarded for the replacement of all services included in the program. The contractor(s) shall provide and maintain standard City insurance requirements. The contractor(s) shall be required to provide evidence of workers' compensation coverage or a certificate of attestation of exemption from NYS Workers' Compensation coverage. The Bidding Documents and subsequent Contract Documents will include all MWBE, prevailing wage and other contract compliance requirements to meet the City requirements and the requirements of the NYS LSLRP. The bidding documents will be submitted to the NYSDOH for approval prior to advertising for bid.

Grant Administrator

Administration of the Program will be undertaken by C.T. Male Associates. The City will survey City residents to determine where lead service lines exist and if the property owner wishes to participate in the Program. An application process will be used to prioritize projects. The Grant Administrator will submit expense vouchers to the NYS Department of Health for reimbursement and will be responsible for submitting quarterly reports.

TASK 1

Outreach to Residential Property Owners

The City will conduct outreach to all residential property owners within the City to make all property owners aware of the dangers of a lead service line and to inform them of the availability of financial assistance through the LSLRP.

To accomplish this task, the City and C.T. Male Associates will develop and distribute an informational flyer which will include information about lead service lines and the intentions of the Program. These flyers will be distributed to residents as an insert to their water bill OR as a standalone mailer depending on the timing with the current billing cycle.

Paper copies of the flyer will be made available at City offices. The flyers will instruct residents on how to conduct a test themselves or if they would prefer, they may contact the City to arrange an appointment to have their service line inspected by qualified Water Department staff.

Upon receipt of a returned flyer where the customer confirms the presence of a lead service line, an employee of the water department will make an appointment with the homeowner to verify the service line is in fact lead.

Upon final confirmation by the water department that a lead service line is present, residents will receive a Program application for participation in the Program. Applications will be prioritized using the following criteria:

1. Total Number of Occupants of the Home
2. Presence and number of child(ren) under 6 years of age in the house;
3. The home is the residence of a pregnant woman;
4. Date Application Received

TASK 2

Solicit Bids from Contractor(s)

The City, with assistance of the Project Manager, will use a competitive bid process to procure the services of a contractor(s) to replace the lead service lines and complete the restoration of each property. One contract will be awarded for the replacement of all services included in the program. The contractor(s) shall provide and maintain standard City insurance requirements. The contractor(s) shall be required to provide evidence of workers' compensation coverage or a certificate of attestation of exemption from NYS Workers' Compensation coverage. The Bidding Documents and subsequent Contract Documents will include all MWBE, prevailing wage and other contract compliance requirements to meet the City requirements and the requirements of the NYS LSLRP. The bidding documents will be submitted to the NYSDOH for approval prior to advertising for bid. Solicitation for contractors will be provided in the following manner:

1. A Notice to Bidders will be posted on-line on the New York State Contract Reporter website.
2. The NYS Directory of Certified M/WBE firms and Service-Disabled Veteran-Owned Businesses will be utilized. Direct contact will be made to firms listed on the Directories via email and telephone.
3. A Notice to Bidders will be published in the regional newspaper serving the area.
4. A Notice to Bidders will be published with a regional contractor association(s).

TASK 3

Replacement of Lead Service Line

The property owner will sign a *Temporary Easement, Consent to Enter and Do Work* to permit the Contractor to access the property for the purposes of completing the project. The Contractor will coordinate the scheduling of the project and will be required to notify the Project Manager. Oversight of the project will be the responsibility of the Project Manager. The Project Manager will conduct inspections and recommend payment upon successful completion of the project.

At the completion of the project, property owners will be provided with information about flushing procedures post lead service line replacement.

Financing Structure

Financial assistance to replace the identified lead service line will be provided to the homeowner as a grant with no repayment required. The City will be responsible for paying the contractor invoices for each project. The Project Manager/Consultant will then submit expense vouchers to the NYS Department of Health for reimbursement on a quarterly basis.



February 21, 2023

Resolution No. 6, 2023

Council Member Hayner presented the following Resolution and moved its adoption:

**ACCEPT BID FOR THE INSTALLATION, REPAIR, REPLACEMENT
AND / OR UPDATING TO THE ELECTRICAL AND LIGHTING AT THE CORK CENTER
FILTRATION PLANT**

WHEREAS, the City desires to conserve energy and reduce energy costs through the installation, repair, replacement and / or updating to the electrical and lighting at the Cork Center Filtration Plant; and

WHEREAS, C.T. Male Associates prepared drawings and specifications for these projects; and

WHEREAS, CT Male Associates, on behalf of the City, advertised for bids for said project; and

WHEREAS, Upstate Companies I, LLC was the low bidder, with a bid of \$65,000.00 and CT Male has recommended that the City, attached hereto, award the project to Upstate Companies I, LLC.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council does hereby authorize CT Male Associates to proceed with accepting the bid of Upstate Companies I, LLC. for the installation, repair, replacement and / or updating to the electrical and lighting at the Cork Center Filtration Plant; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary for the completion of this project.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

10 North Perry Street – Suite 100, Johnstown, NY 12095-2310
518.848.3533 FAX 518.848.3534 ctmale@ctmale.com



February 15, 2023

Mr. Christopher Vose, City Engineer
City of Johnstown
33-41 E. Main Street
Johnstown, NY 12095

Re: *Bidding Results – February 7, 2023*
Cork Center Electrical and Lighting Project
City of Johnstown, NY

Dear Mr. Vose:

We have reviewed the bids received on February 7, 2023, for the above referenced project. The respective total bids for each contractor are as follows:

| <i>Bidder</i> | <i>Total Bid</i> |
|---------------------------|------------------|
| Upstate Companies I, LLC. | \$ 65,000.00 |
| B and D Industries | \$ 69,830.00 |
| Stilsing Electric | \$ 79,229.00 |
| Harold R Clune | \$ 119,000.00 |
| Trieffesson | \$ 75,900.00 |

The apparent low bidder for this contract is Upstate Companies I, LLC. with a total base bid of \$65,000.00. After speaking with representatives of the apparent low bidder and assessing their qualifications, we find them suitable to perform the work for this project. Therefore, we can recommend that the contract be awarded to the apparent low bidder as identified above.

Please don't hesitate to call me at 518-848-3533 or e-mail me at j.gordon@ctmale.com with any questions or concerns.

Sincerely,
C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

Jacob R. Gordon, P.E.
Regional Office Manager



February 21, 2023

Resolution No. 7, 2023

Council Member Miller presented the following Resolution and moved its adoption:

REJECT BIDS FOR THE DOOR REPLACEMENT PROJECT AT THE WATER TREATMENT PLANTS

WHEREAS, the City desires to conserve energy and reduce energy costs through the replacement of the doors at the Water Treatment Plants; and

WHEREAS, C.T. Male Associates prepared specifications for this project; and

WHEREAS, CT Male Associates, on behalf of the City, advertised for bids for said project; and

WHEREAS, the bids received, attached hereto, did not meet the specification requirements and/or anticipated costs for the door replacement.

NOW, THEREFORE, BE IT

RESOLVED, that the City hereby rejects the bids of Zero Draft of CNY and Gallo Construction; and be it further

RESOLVED, that the Common Council does hereby authorize CT Male Associates to proceed with advertising to re-bid for the door replacement at the Water Treatment Plants.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

10 North Perry Street – Suite 100, Johnstown, NY 12095-2310
518.848.3533 FAX 518.848.3534 ctmale@ctmale.com



February 15, 2023

Mr. Christopher Vose, City Engineer
City of Johnstown
33-41 E. Main Street
Johnstown, NY 12095

Re: *Bidding Results – February 7, 2023*
Water Treatment Plants Door Replacement Projects
City of Johnstown, NY

Dear Mr. Vose:

We have reviewed the bids received on February 7, 2023, for the above referenced project. The respective total bids for each contractor are as follows:

| <i>Bidder</i> | <i>Total Bid</i> |
|--------------------|------------------|
| Zero Draft of CNY | \$ 225,000.00 |
| Gallo Construction | \$ 387,900.00 |

The apparent low bidder for this contract is *Zero Draft of CNY, Inc.* with a total base bid of *\$225,000.00*. After assessing their bid and speaking with their representatives, we do not recommend the City award the contract to the apparent low bidder. The low bidder's Bid Form indicated they were proposing to substitute products which would not meet the specifications included under the bid documents. According to discussions with the low bidder, their bid price was predicated on acceptance of those substitutions. Our bidding/contract documents require that contractors request approval of substitutions at least 15 days prior to the bid opening so, if accepted, other bidders may also choose to provide the substituted product for a fully competitive bid process.

The bid cost from the next low bidder, Gallo Construction, far exceeded our expectations on the total project costs. We find their qualifications acceptable if the budget allows and the City chooses to move forward with the next lowest bidder.

Please don't hesitate to call me at 518-848-3533 or e-mail me at j.gordon@ctmale.com with any questions or concerns.

Sincerely,
C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

Jacob R. Gordon, P.E.
Regional Office Manager



February 21, 2023

Resolution No. 8, 2023

Council Member Parker presented the following Resolution and moved its adoption:

AUTHORIZE UPSTATE UTILITIES, INC. TO REQUEST PROPOSALS FROM ENERGY SUPPLIERS IN ORDER TO REDUCE NATURAL GAS AND ELECTRIC COSTS AT CITY OWNED FACILITIES

WHEREAS, the City is seeking to reduce energy costs at city owned facilities; and

WHEREAS, Upstate Utilities, Inc. represents multiple energy suppliers and is committed to finding the best possible energy supplier in order for the City to manage energy needs and costs; and

WHEREAS, Upstate Utilities, Inc. has prepared Request for Proposals for both natural gas and electric supply, attached hereto, to qualified suppliers in New York State; and

WHEREAS, Upstate Utilities, Inc. has estimated significant cost savings to the City of Johnstown.

NOW, THEREFORE BE IT,

RESOLVED, that the Common Council authorizes Upstate Utilities, Inc. to advertise for Request for Proposals to obtain supply prices for natural gas and electricity from qualified suppliers in New York State.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on February 21, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

REQUEST FOR PROPOSAL

**RFP for Natural Gas Supply in New York
for:**

CITY OF JOHNSTOWN

Prepared By:

**Upstate Utilities & Consultants Inc.
Daniel Russo**

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SCHEDULES AND ATTACHMENTS

Schedule A - Detailed Account Numbers
Letter of Authorization

1. SUMMARY

CITY OF JOHNSTOWN (COJ) is issuing this Request for Proposal (RFP) to qualified suppliers to obtain a firm supply of natural gas to their qualified facilities in the state of New York National Grid territory. COJ desires to obtain a firm non-interruptible supply and delivery of natural gas to 6 locations. The contract is to become effective with the April 1, 2023 meter read for a 12, 24, 36 month term with pricing for fixed and basis for the length of the terms. The aggregated load for these locations, based on historical information, is approximately 26,500 therms per year. Schedule A details the account numbers. It is expected that future consumption will follow the historical pattern, but no guaranteed minimum volume is offered.

2. PROPOSAL GUIDELINES

The deadline for submission of proposals is 11:00 A.M., March 8, 2023. Two (2) original copies of the proposal are to be submitted. The proposal is to be delivered to the Upstate Utilities & Consultants Inc offices at the following address:

207 Wallins Corners Rd./Suite 103
Amsterdam, NY 12010

The proposal must be signed by the individual authorized to commit the ESCO and should be clearly marked "Natural Gas Supply Proposal". Please note that electronically transmitted responses will be accepted but it is the responsibility of the ESCO to verify receipt by Upstate Utilities & Consultants Inc

The person to contact regarding this RFP is:

Daniel Russo

All questions regarding this RFP should be made in writing. Faxed or emailed questions are acceptable, although the ESCO is responsible for confirming the receipt of questions.

The schedule for this RFP will be as follows:

| <u>Action</u> | <u>Date</u> |
|--------------------------------|-------------------|
| Issue RFP | February 22, 2023 |
| Proposal Deadline | March 8, 2023 |
| Select ESCO's, Issue Buy Order | March 8, 2023 |
| Develop Contracts and Sign | March 8, 2023 |
| Gas Delivered | April 1, 2023 |

3. SELECTION PROCESS

UUC Inc. will evaluate submitted proposals. If a proposal meets the minimum requirements, the ESCO's qualifications will be verified and evaluated. UUC Inc. evaluation will consider cost, experience delivering natural gas at the wholesale or retail level, experience in the EDC territory bid, ability to bill correctly, and financial strength.

UUC Inc. will select four ESCO's per region, EDC, state or location, and provide them with additional load and operational data where necessary. Known load changes will also be provided. The selected ESCO's will be given the opportunity to re-bid their proposal. UUC Inc. will conduct further evaluation and offer an opportunity to further discount prices and resubmit. The successful bidder or bidders will then be selected and a buy order will be issued. Final contracts defining delivery, payment schedules, and responsibilities will be developed by UUC Inc. and the successful ESCO(s) following the issuing of a buy order.

4. GENERAL REQUIREMENTS/INFORMATION

General requirements and other information that ESCO's should consider in the development of the bid include:

- All natural gas delivered to the EDC for COJ must be owned by the ESCO and be free and clear of all liens and claims.
- All prices stipulated in the proposal are to remain firm unless discounted in a subsequent round or until a contract is executed.
- Successful ESCO's are responsible for verifying historical use and projecting the future needs of COJ. UUC Inc. will assist the successful ESCO in obtaining data and projecting usage.
- ESCO's will be responsible for balancing deliveries to the EDC and any balancing charges must be included in the bid price. The historical load data provided in this document is only for the convenience of the ESCO in order to develop a bid. The actual delivery schedule and balancing is the responsibility of the ESCO and all costs or penalties for over or under delivery will be the responsibility of the ESCO.
- A 100% deviation from historical load shapes should be allowed in the development of bids excluding any Daily Metered accounts.
- ESCO's will be responsible for the cost of replacing energy in the event the ESCO fails to deliver scheduled energy to the designated facility for whatever reason.
- ESCO's must be registered with the State where business will be conducted, registered with the Public Service Commission of the State where business will be conducted, and registered with the EDC through which supply will be delivered.

- All information contained in this request shall be considered proprietary. Any information specified by the ESCO as confidential or proprietary will be treated as such to the extent allowed by law and will only be used for this request.

5. SPECIFIC REQUIREMENTS

The following items are required and must be addressed or understood in the bid submitted:

- ESCO's may bid all or part of the load. However, it is COJ preference that one ESCO per EDC or geographic region supply the commodity. The bid should be for a firm guaranteed price, which can be stated separately for each location; locations combined by EDC; or all locations combined. Pricing is to be stated in terms of dollars per therm.
- Bids submitted with a guaranteed saving per therm will be considered only if a performance or surety bond, a letter of credit, or a corporate or parent company guarantee in an amount and form acceptable to COJ can be provided.
- The ESCO will be required to enter into transactions to deliver firm capacity and natural gas to utility inter connect points. Delivery points and source of system supply must be listed in bid.
- A schedule should be attached to the bid which includes the following information:
 - States in which power is currently being delivered on a wholesale or retail level
 - EDC's in which ESCO is delivering wholesale or retail power.
 - Three references including annual therms delivered.
- A copy of the proposed contract excluding specific price information is to be attached.

6. OTHER

- The ESCO may be required to provide consolidated invoices for locations awarded. At the option of COJ and availability with EDC, the ESCO or EDC will provide one invoice for delivery and supply.
- No costs associated with the preparation, delivery, or materials submitted in response to the RFP will be borne by COJ or UUC Inc..
- COJ reserves the right to reject any and all bids for any reason whatsoever.
- Contract negotiation may be begun with another ESCO should UUC Inc. be unsuccessful in negotiating a contract with the successful ESCO within a reasonable time as determined by UUC Inc..

- Force Majeure, termination for cause or convenience, billing and payment, and other terms will be addressed in round two and final contract negotiation. Under no circumstances will “Price Majeure” clauses be accepted.
- A Letter of Authorization from COJ is attached to this RFP.

HFM BOCES PRICING CONSORTIUM

Date: February 22, 2023

LETTER OF AUTHORIZATION ELECTRICITY

To Whom It May Concern:

This letter authorizes Upstate Utilities & Consultants Inc. to act as an agent and consultant for the City of Johnstown in all matters pertaining to their utility bills including access to billing records, equipment records, service records and any other information deemed necessary. Responses to requests for information or refunds should be made in writing as directed by Upstate Utilities & Consultants Inc. Upstate Utilities & Consultants Inc. is authorized to execute changes in rates, meters, services, private area lighting, street lighting, and other changes. Upstate Utilities & Consultants Inc. is also authorized to request refunds and approve resolution of requested refunds. This authorization will remain in effect for a period of two years from the above date. If you have any questions about this authorization, please contact me at 518-842-6130.

Sincerely,

Daniel Russo
Upstate Utilities & Consultants Inc.
207 Wallins Corners Rd.
Suite 103
Amsterdam, NY 12010
518-842-6130 (P)
518-842-6131 (F)
drusso@upstateutilities.com
www.upstateutilities.com

REQUEST FOR PROPOSAL

**RFP for Electricity Supply in New York
for:**

CITY OF JOHNSTOWN

Prepared By:

**Upstate Utilities & Consultants Inc.
Daniel Russo**

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SCHEDULES AND ATTACHMENTS

Schedule A - Detailed Account Numbers
Letter of Authorization

1. SUMMARY

CITY OF JOHNSTOWN (COJ) is issuing this Request for Proposal (RFP) to qualified suppliers to obtain a firm supply of electricity to their qualified facilities in the state of New York National Grid territory. COJ desires to obtain a firm non-interruptible supply and delivery of electricity to 44 locations. The contract is to become effective with the next available meter read after April 1, 2023 for a 12, 24, 36 month term with pricing fixed or indexed for the length of the term. Bids for terms exceeding 36 months will be considered, with an option for re-negotiations at the end of twelve months.

The aggregated load for these locations, based on historical information, is approximately 1,000,000 kWh per year. Schedule A details the account numbers. It is expected that future consumption will follow the historical pattern, but no guaranteed minimum volume is offered.

2. PROPOSAL GUIDELINES

The deadline for submission of proposals is 11:00 am., March 8, 2023. Two (2) original copies of the proposal are to be submitted. The proposal is to be delivered to the Upstate Utilities & Consultants Inc offices at the following address:

207 Wallins Corners Rd./Suite 103
Amsterdam, NY 12010

The proposal must be signed by the individual authorized to commit the ESCO and should be clearly marked "Electricity Supply Proposal". Please note that electronically transmitted responses will be accepted but it is the responsibility of the ESCO to verify receipt by .Upstate Utilities & Consultants Inc

The person to contact regarding this RFP is:

Daniel Russo

All questions regarding this RFP should be made in writing. Faxed or emailed questions are acceptable, although the ESCO is responsible for confirming the receipt of questions.

The schedule for this RFP will be as follows:

| <u>Action</u> | <u>Date</u> |
|--------------------------------|-------------------|
| Issue RFP | February 22, 2023 |
| Proposal Deadline | March 8, 2023 |
| Select ESCO's, Issue Buy Order | March 8, 2023 |
| Develop Contracts and Sign | March 8, 2023 |
| Electricity Delivered | April 1, 2023 |

3. SELECTION PROCESS

UUC Inc. will evaluate submitted proposals. If a proposal meets the minimum requirements, the ESCO's qualifications will be verified and evaluated. UUC Inc. evaluation will consider cost, experience delivering power at the wholesale or retail level, experience in the EDC territory bid, ability to bill correctly, and financial strength.

UUC Inc. will select four ESCO's per region, EDC, state or location, and provide them with additional load and operational data where necessary. Known load changes will also be provided. The selected ESCO's will be given the opportunity to re-bid their proposal. UUC Inc. will conduct further evaluation and offer an opportunity to further discount prices and resubmit. The successful bidder or bidders will then be selected and a buy order will be issued. Final contracts defining delivery, payment schedules, and responsibilities will be developed by UUC Inc. and the successful ESCO(s) following the issuing of a buy order.

4. GENERAL REQUIREMENTS/INFORMATION

General requirements and other information that ESCO's should consider in the development of the bid include:

- All electricity delivered to the EDC for COJ must be owned by the ESCO and be free and clear of all liens and claims.
- All prices stipulated in the proposal are to remain firm unless discounted in a subsequent round or until a contract is executed.
- Successful ESCO's are responsible for verifying historical use and projecting the future needs of COJ. UUC Inc. will assist the successful ESCO in obtaining data and projecting usage.
- ESCO's will be responsible for balancing deliveries to the EDC and any balancing charges must be included in the bid price. The historical load data provided in this document is only for the convenience of the ESCO in order to develop a bid. The actual delivery schedule and balancing is the responsibility of the ESCO and all costs or penalties for over or under delivery will be the responsibility of the ESCO.
- ESCO's will be responsible for the cost of replacing energy in the event the ESCO fails to deliver scheduled energy to the designated facility for whatever reason, including transmission constraint.
- ESCO's must be registered with the State where business will be conducted, registered with the Public Service Commission of the State where business will be conducted, and registered with the EDC through which supply will be delivered.

- ESCO's must comply with the rules of any power pool or ISO used during the term of the contract.
- All information contained in this request shall be considered proprietary. Any information specified by the ESCO as confidential or proprietary will be treated as such to the extent allowed by law and will only be used for this request.

5. SPECIFIC REQUIREMENTS

The following items are required and must be addressed or understood in the bid submitted:

- ESCO's may bid all or part of the load. However, it is COJ preference that one ESCO per EDC or geographic region supply the commodity. The bid should be for a firm guaranteed price, which can be stated separately for each location; locations combined by EDC; or all locations combined. Pricing is to be stated in terms of dollars per kWh.
- Bids submitted with a guaranteed saving per kWh will be considered only if a performance or surety bond, a letter of credit, or a corporate or parent company guarantee in an amount and form acceptable to COJ can be provided.
- All applicable transmission charges including price differentiation for peak and off-peak periods must be included in the firm bid price. The ESCO is also responsible for the coordination and scheduling of supply, including all arrangements for transmission services for delivery to the respective EDC.
- The ESCO will be required to enter into transactions to deliver firm capacity and energy to utility interconnect points. Delivery points and source of system supply must be listed in bid.
- A schedule should be attached to the bid which includes the following information:
 - States in which power is currently being delivered on a wholesale or retail level
 - EDC's in which ESCO is delivering wholesale or retail power.
 - Three references including annual kWh delivered.
- A copy of the proposed contract excluding specific price information is to be attached.

6. OTHER

- The ESCO must be required to provide consolidated invoices for locations awarded. At the Option of COJ and availability with EDC, the ESCO or EDC will provide one invoice for delivery and supply.
- No costs associated with the preparation, delivery, or materials submitted in response to the RFP will be borne by COJ or UUC Inc..
- COJ reserves the right to reject any and all bids for any reason whatsoever.
- Contract negotiation may be begun with another ESCO should UUC Inc. be unsuccessful in negotiating a contract with the successful ESCO within a reasonable time as determined by UUC Inc..
- Force Majeure, termination for cause or convenience, billing and payment, and other terms will be addressed in round two and final contract negotiation. Under no circumstances will "Price Majeure" clauses be accepted.
- A Letter of Authorization from COJ is attached to this RFP.



February 21, 2023

Resolution No. 9, 2023

Council Member Spritzer presented the following Resolution and moved its adoption:

APPOINT COMMISSIONERS OF DEEDS IN THE CITY OF JOHNSTOWN

BE IT RESOLVED, that the following individuals, are hereby appointed as Commissioners of Deeds in the City of Johnstown for a two (2) year period commencing February 22, 2023 through January 31, 2025.

- Rebecca Wandel employed by the City of Johnstown; Fire Department
- Bruce Heberer employed by the City of Johnstown; Fire Department

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

| | |
|--|---|
| Adopted by the Common Council on February 21, 2023 | Resolution # _____, 2023 is hereby approved |
| _____ Carrie M. Allen, City Clerk | _____ Amy Praught, Mayor |