



August 21, 2023

## Resolution No. 1, 2023

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

AUTHORIZE AN AGREEMENT WITH BROWN & BROWN OF NEW YORK, INC. TO  
ACT AS THE ADMINISTRATOR FOR COBRA AND / OR RETIREE BILLING SERVICES

**WHEREAS**, the City of Johnstown has previously contracted with Benetech, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs; and

**WHEREAS**, the City is able to realize significant cost savings by contracting for services provided by Brown & Brown of New York, Inc.; and

**WHEREAS**, in addition to increased savings on COBRA and FSA administration, there will be no additional costs to the City.

**NOW, THEREFORE BE IT,**

**RESOLVED**, the Mayor is hereby authorized and directed to execute a Service Agreement, a copy of which is annexed hereto, with Brown & Brown of New York, Inc. to act as the Benefit Plans Manager to provide services in connection with employee benefits programs for a term commencing September 1, 2023 and ending August 31, 2024.

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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made as of the date last written below by and between BROWN & BROWN OF NEW YORK, INC., a New York corporation, with an address of 6 Tower Place, Albany, New York 12203 ("BBNY") and \_\_\_\_\_, City of Johnstown, a \_\_\_\_\_ local municipality, with an address of \_\_\_\_\_, 33-41 E. Main Street Johnstown, NY 12095 ("Company").

WHEREAS, BBNY offers COBRA billing administration services for agreed upon coverages and Company wishes to obtain such services under and subject to, the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1.0 Responsibilities of the Parties

#### 1.1 BBNY

- a) BBNY will provide COBRA and/ or retiree billing services relating to the Company's coverages.
- b) When Company provides notice to BBNY of Qualifying Event under the continuation coverage requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and regulations promulgated there under ("COBRA") or state continuation laws with respect to the Plans ("Qualifying Event"), BBNY shall:
  - (i) Notify all Qualified Beneficiaries identified by Company of the right to continue their coverage.
  - (ii) Provide such notice in the manner and within the time set forth under COBRA or any applicable state statute.
  - (iii) Mail such notices, including the COBRA Election Notice, if applicable and any applicable state continuation rights notice to the address(es) set forth on the notice provided by the Company.
- c) BBNY will not be held accountable for consequences resulting from the Company's COBRA subscribers remitting premium payment beyond the due date.
- d) BBNY will make its best effort to maintain compliance with state, federal and HIPAA, private insurance carrier rules, regulations and guidelines with respect to third-party billing services.

#### 1.2 Company

- a) Company will supply to BBNY all information and documentation necessary for BBNY to provide its COBRA and/or Retiree billing

administration services on behalf of Company in a format deemed acceptable by BBNY. Company will supply such documentation to BBNY on a regular schedule established by BBNY.

- b) Company will promptly notify BBNY in writing of the occurrence of any Qualifying Event, as set forth in paragraph 1.1(c) herein.
- c) Company warrants that it is and will remain in compliance with all applicable state, federal and private insurance carrier rules, regulations and guidelines regarding COBRA and ERISA.
- d) Company warrants that it has never been, and is not at the time of signing this Agreement, under indictment or investigation for fraud and/or abuse or other infraction or violation of federal, state or commercial insurance rules, regulations or guidelines. Company will immediately notify BBNY if Company comes under such indictment or investigation.
- e) Company understands that COBRA participants will be charged a \$25 fee for returned checks.

BBNY will include a 2% administrative fee when invoicing COBRA participants. If the COBRA participant or retiree fails to remit premium within the grace period, BBNY will terminate the coverage with the appropriate carrier.

BBNY will remit the collected COBRA premiums received each month to the Company on the last business day of the month.

## 2.0 Warranty; Limitation of Liability; Indemnification

2.1 Warranty. BBNY's warrants only that it will perform COBRA/Retiree billing services in a reasonable manner consistent with applicable law. BBNY's warranty under the Agreement will be limited to correcting and/or re-performing any billing services, to assume accurate billing. Under no circumstances shall BBNY be responsible for paying COBRA premiums or providing COBRA coverage. BBNY's responsibility is strictly limited to providing billing administration services. Company agrees that the foregoing constitutes its exclusive available remedy.

2.2 Limitation of Liability. COMPANY AGREES THAT THE FOREGOING REMEDY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS OR CAPACITY. Company further agrees that BBNY shall not be liable to Company or any person claiming through or under Company for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused. In no event shall BBNY be liable for loss of business or other consequential damages even if BBNY has been advised of the possibility of such damages.

2.3 Indemnification. Company shall indemnify and hold harmless BBNY from any and all claims, and the cost of defending against such claims (including reasonable attorneys' fees and expenses of counsel selected by BBNY), that are due to BBNY's billing administration services, except for any liability due to BBNY's negligence. In addition, Company shall promptly pay any assessments, fines, fees, taxes or penalties, which may be made against the Plan.

3.0 Assignment. This Agreement may not be assigned by either Party.

4.0 Relationship Between the Parties. In providing services hereunder, BBNY is not acting as legal counsel, tax practitioner or Plan Administrator. BBNY has been retained by the Company solely to provide billing administration services concerning COBRA and/or retiree coverages. BBNY does not exercise discretionary authority and acts only upon the instruction and information of Company. All forms, documents, schedules and pertinent material provided by BBNY shall be subject to the review and approval of Company and shall not be provided to Company's employees without Company's written consent. BBNY's duties and authority are strictly limited as described in this Agreement.

5.0 Term and Termination

5.1 Term. The term of this Agreement shall be for one (1) year from the date of execution and upon the expiration date, shall be automatically renewed for successive one (1) year terms unless terminated in writing by one of the parties sixty (60) days prior to the expiration of the then existing Term.

5.2 Termination. The parties agree that BBNY may terminate this Agreement for any reason whatsoever, upon ninety (90) days written notice to the Company. Either party may terminate this agreement immediately with written notice, upon material breach of the Agreement by the other and the failure of the breaching party to cure such breach upon thirty (30) days written notice from the non-breaching party.

5.3 Termination if Broker Relationship Terminates. Notwithstanding the provisions of paragraphs 5.1 and 5.2, in the event that BBNY ceases to serve as broker of record for the Company with respect to employee benefit coverages, for any reason, this Agreement shall immediately terminate, with such termination effective on the last day that BBNY serves as broker of record.

6.0 General

6.1 Entire Agreement; Amendment. This Agreement constitutes the entire understanding between BBNY and Company and may not be changed or terminated except in writing.

- 6.2 No Waiver. The failure of either party to enforce any right under this Agreement will not constitute a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement.
- 6.3 No Joint Venture. This Agreement does not involve the creation of a joint venture agency relationship or partnership between the Parties. The Parties do not intend that any agency, partnership or either relationship be created between them by this Agreement.
- 6.4 Severability. If any provision of this Agreement or its application is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and to that extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- 6.5 Governing Law. This Agreement and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles. Each of the parties waives to the fullest extent permitted by law any right to trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any rights or remedies under, or arising in connection with or relating to, the Agreement. Each party irrevocably agrees that any legal action, suit or proceeding against either of them arising out of or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Northern District of New York, or, if such court does not have subject matter jurisdiction, the state courts of New York located in Albany County and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts *in personam*, with respect to any such action, suit or proceeding.
- 6.6 Notices. All written notices provided for in this Agreement shall be made by personal delivery, by nationally recognized overnight courier or by first class mail (postage pre-paid, return receipt requested) at the addresses set forth in the preamble to this Agreement, or at the most recent address specified by written notice given to the other party.
- 6.7 Definitions. For purposes of this Agreement, (a) "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985; and (b) "ERISA" shall mean the Employee Retirement Income Security Act (ERISA).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Services Agreement is entered into by the BBNY and Company as of the last date written below.

BILLING CENTER

COMPANY

BROWN & BROWN OF NEW YORK, INC.

City of Johnstown

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Amy Praught

Title: Executive Vice President

Title: Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_





August 21, 2023

## Resolution No. 2, 2023

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

### AUTHORIZE CITY ENGINEER TO CONTACT VENDORS IN ORDER TO PURCHASE MAFIA BLOCKS FOR USE ON ENTERPRISE ROAD

**WHEREAS**, the City of Johnstown (City) owns and maintains Enterprise Road, off Rt. 30A, in the Johnstown Industrial Park where there is significant and consistent truck traffic illegally parking along side of Enterprise Road; and

**WHEREAS**, to alleviate this situation the City desires to purchase and install Mafia blocks on Enterprise Road; and

**WHEREAS**, the City advertised for sealed bids for the purchase of mafia blocks and said written bids were scheduled to be opened on August 9, 2023; and

**WHEREAS**, no bids were received.

### NOW, THEREFORE, BE IT

**RESOLVED**, pursuant to General Municipal Law, § 103(4) Public Contracts—Bids—Procedure When No Bids Received, a local government must go to bid, back to back times, and receiving no bids in each instance may at that time procure on the open market; and be it further

**RESOLVED**, that the City Engineer is authorized to directly contact vendors who are known to sell Mafia blocks, or an equivalent product, and obtain the goods at the best available price.

Seconded by Council Member \_\_\_\_\_

	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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



August 21, 2023

## Resolution No. 3, 2023

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

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### AUTHORIZE CONTRACT WITH JOSEPH MASTRIANNI INC. FOR HOUSING CHOICE VOUCHER PROGRAM

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#### BE IT

**RESOLVED**, that the Mayor is hereby authorized and directed to execute a contract, a copy of which is annexed hereto, between the City of Johnstown and Joseph E. Mastrianni, Inc. for the administration of the Housing Choice Voucher Program and Family Self-Sufficiency Program, for the period from July 1, 2023 through July 1, 2026.

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 checked="" 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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



**CONTRACT**

**Between**

**CITY OF JOHNSTOWN**

**and**

**JOSEPH E. MASTRIANNI, INC.**

**for services in the**

**HOUSING CHOICE VOUCHER PROGRAM**

**and**

**FAMILY SELF-SUFFICIENCY PROGRAM**

**July 2023**

THIS AGREEMENT entered into July 1st, 2023 between the CITY OF JOHNSTOWN, hereinafter referred to as the CLIENT, and JOSEPH E. MASTRIANNI, INC., any successors and assigned, hereinafter referred to as the CONSULTANT.

WHEREAS, the CLIENT has entered into an Annual Contributions Contract with the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, for the purpose of administering a Housing Choice Voucher Program; and

WHEREAS, the CLIENT has incurred certain obligations with respect to initiating and administering the Housing Choice Voucher Program; and

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to administer and be completely responsible for the Housing Choice Voucher Program;

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

**A. Services to be Performed**

During the term of this contract, the CONSULTANT will be totally responsible for all aspects of the Housing Choice Voucher Program and the Family Self-Sufficiency Program as identified in regulations of HUD. The CONSULTANT will guarantee that it will comply with all regulations set forth in the Annual Contributions Contract between the CLIENT and HUD, and will indemnify and hold harmless the CLIENT from any liability to HUD or any other affected parties as a result of a failure on the part of the CONSULTANT to perform all of the contractual obligations set forth in HUD regulations. As provided in this contract, the CONSULTANT will perform at least the following services for the CLIENT:

1. The CONSULTANT will prepare applications for funding in response to all Notices of Funding Availability for funds under the Housing Choice Voucher Program and related programs. Following approval by the CLIENT, the COUNSULTANT will submit said applications HUD.

2. Update and maintain Administrative Plans, Annual Plans, Five-Year Plans, and Family Self-Sufficiency Action Plans.
3. Update and maintain Payment Standards and Utility Allowance Schedules.
4. Prepare and transmit required MTCS and SEMAP Certifications to HUD.
5. Maintain and update program waiting list.
6. Publish brochures, prepare press releases, and conduct other outreach functions designed to keep the program at maximum occupancy.
7. Conduct all certifications, re-certifications, tenant negotiations, and landlord negotiations.
8. Conduct all inspections and re-inspections of housing units, including lead-based paint clearance testing and procuring laboratory analysis, where applicable.
9. Prepare monthly payment records and provide a monthly computer printout of program activity to the CLIENT.
10. Prepare and deliver monthly checks for landlords and tenants to the CLIENT for signature, stamped envelopes to be included.
11. Prepare annual budgets, requisitions, and Voucher Management System reports.
12. Prepare monthly financial and occupancy reports required by the CLIENT'S accountant.
13. Prepare all reports required by HUD.
14. Resolve any program findings by HUD.
15. Meet with the CLIENT at reasonable intervals to review any aspect of the program.
16. Perform all other services required by HUD, under current and future regulations, in the administration of a Housing Choice Voucher Program.
17. Administer the Family Self-Sufficiency Program.

**B. Obligations of the CLIENT**

The CLIENT agrees to cooperate with the CONSULTANT in all respects and to be guided in the operation of the Housing Choice Voucher Program by the appropriate HUD regulations.

**C. Time of Performance**

Services shall be performed from July 1<sup>st</sup>, 2023 to July 1<sup>st</sup>, 2026 in a manner that will meet all HUD deadlines during that period.

**D. Compensation**

Compensation for services rendered shall be as follows:

Ninety percent (90%) of administrative fees approved by HUD shall be payable to the CONSULTANT and shall be as provided under HUD regulations and annual program budgets as approved by HUD.

Hard to House and Lead Based Paint Clearance Test fees will be billed as receivables until HUD provides funding to cover such fees. Should HUD not provide such fees after closing the fiscal year when fees were billed, the receivables will be canceled.

No advance payments will be required, and billings will occur only after monthly payment records have been delivered to the CLIENT. Lead based paint clearance testing will be billed after all such tests for a unit have been completed, whether or not the unit passes HQS. No additional charges will be made for any program purpose, insurance, or other activities associated with the operation of the Housing Choice Voucher Program, without prior approval of the CLIENT.

Family Self-Sufficiency funding will be billed at one hundred percent (100%) of fees approved by HUD.

**E. Contract Termination**

The rendering of such services by the CONSULTANT will continue until the earlier of the termination of the HUD contract or until 90 days have passed from a time when the CLIENT or CONSULTANT is given written notice by the other of its intent to terminate this contractual agreement. The CLIENT may terminate this agreement only for "cause" ("cause shall be limited to a violation or violations by

the CONSULTANT of the terms of this Contract.) The CONSULTANT may terminate this Contract only for "cause" ("being limited to a failure on the part of the CLIENT to carry out its obligations under the terms of this Contract.)

#### **F. Indemnification**

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CLIENT and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of CONSULTANT, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

In any and all claims against the CLIENT or any of its agents or employees by any employee of the CONSULTANT, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **G. Insurance**

CONSULTANT agrees to procure and maintain without additional expense to the CLIENT until final acceptance by the CLIENT of the services covered by this Contract, insurance of the kinds and in the amounts provided in Schedule A attached hereto. Before commencing work, the CONSULTANT shall furnish to the CLIENT, if requested, a certificate or certificates, showing that the

requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled until ten (10) days prior written notice has been given to the CLIENT.


#### **H. Relationship**

CONSULTANT is, and will function as, an independent contractor under the terms of this Contract and shall not be considered an agent or employee of the AUTHORITY for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the CLIENT.

IN WITNESS WHEREOF this Contract has been executed the date and year first above written.

\_\_\_\_\_  
Mayor, City of Johnstown

\_\_\_\_\_  
Date



\_\_\_\_\_  
President, Joseph E. Mastrianni, Inc.

7/1/2023

\_\_\_\_\_  
Date



**SCHEDULE A**  
**INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

- A. Workers' Compensation Insurance – A policy or policies providing protection for employee of the obligor in the event of job-related injuries.
- B. Automobile Liability Policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person, caused by the accident, and arising out the ownership, maintenance or use of owned, non-owned or hired automobiles.

- A. Comprehensive General Liability insurance including contractual liability insurance shall be furnished with limits of not less than:

<u>Liability For</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury	\$2,000,000	\$2,000,000
Property Damage	\$2,000,000	\$2,000,000

- D. Dishonest Employee insurance with coverage of up to \$100,000.



# Resolution No. 4, 2023

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

## AGREEMENT WITH THE COUNTY OF FULTON FOR SNOW AND ICE CONTROL ON MAPLE AVENUE FOR 2023-2024 WINTER SEASON

**WHEREAS**, the City of Johnstown owns and is responsible for the snow removal and ice control of Maple Avenue from North Perry Street to the Johnstown City line; and

**WHEREAS**, the County of Fulton owns and is responsible for the snow removal and ice control of County Road 148 from the Johnstown City line (Glebe Street) to the Montgomery County line; and

**WHEREAS**, the County has agreed to provide snow removal and ice control of Maple Avenue from North Perry Street to the Johnstown City line in exchange for the City of Johnstown providing snow removal and ice control on County Road 148 from the Johnstown City line (Glebe Street) to the Montgomery County line.

### NOW, THEREFORE BE IT

**RESOLVED**, that the Mayor is hereby authorized to execute a Snow Removal and Ice Control Contract, attached hereto, with the Fulton County Highway 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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor

**FULTON COUNTY HIGHWAY DEPARTMENT, CITY OF JOHNSTOWN  
SNOW REMOVAL AND ICE CONTROL CONTRACT**

**Subject:** Acceptance of proposal by City of Johnstown to share Snow Removal and Ice Control services for the winter of 2023-2024 on Public Roads designated below.

**Remarks:** As a part of the consideration for the execution of this agreement, the undersigned city covenants and agrees to save the County of Fulton harmless from any suit or claim arising out of any negligence on the part of the city or its officers in the performance of the duty assumed by it in the execution of this agreement. The contracted municipality must provide the county with a certificate of insurance attesting to both commercial auto and general liability coverage with Fulton County listed as an additional insured. This contract requires that the pavement be kept clear of snow as required by provisions of the Highway Law, and that snow and ice shall be removed therefrom or treated with screened sand mixed with a minimum 10% salt or chemicals, so as to keep said road in a safe and passable condition. The County Superintendent of Highways and Facilities or his designee shall be the sole judge thereof and the County reserves the right to correct any condition that in any way does not meet his requirements and charge the cost back to the City.

Further, as a part of the consideration for the execution of this agreement, the undersigned County covenants and agrees to save the City of Johnstown harmless from any suit or claim arising out of any negligence on the part of the city or its officers in the performance of the duty assumed by it in the execution of this agreement. This contract requires that the pavement be kept clear of snow as required by provisions of the Highway Law, and that snow and ice shall be removed there from or treated with screened sand mixed with a minimum 10% salt or chemicals, so as to keep said road in a safe and passable condition. The City of Johnstown or her designee shall be the sole judge thereof and the City reserves the right to correct any condition that in any way does not meet his requirements and charge the cost back to the County.

**Suspension:** This agreement may be suspended on five days written notice by the County Superintendent of Highways and Facilities or the City of Johnstown Engineer for failure to perform.

**Expiration Date:** August 31, 2024

**Fulton County Resolution** #301, dated July 10, 2023

Approved as to Form

\_\_\_\_\_  
County Supt. of Highways & Facilities – Fulton County

\_\_\_\_\_  
Fulton County Attorney

\_\_\_\_\_  
Chairman, Board of Supervisors – Fulton County

**MUNICIPAL SHARING AGREEMENT**

The City of Johnstown will provide snow and ice control on CR 148 from the Johnstown City line (Glebe Street) to the Montgomery County line in exchange for Fulton County providing snow and ice control on Maple Avenue from North Perry Street to the Johnstown City line.

**Approved:** This agreement is hereby accepted on behalf of the City of Johnstown pursuant to a resolution of the City Common Council of said City.

**City of Johnstown Resolution** # \_\_\_\_\_, dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Johnstown

\_\_\_\_\_  
Engineer, City of Johnstown





August 21, 2023

## Resolution No. 5, 2023

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

### EXECUTE AN AGREEMENT WITH SYSTEMS EAST, INC. FOR SUPPORT SERVICES RELATED TO TAX COLLECTION SOFTWARE

**BE IT RESOLVED**, that the Mayor is hereby authorized and directed to execute an Agreement with Systems East, Inc. for Application Software and Support Services relating to tax collection software for the City of Johnstown, a copy of which is annexed hereto as Schedule 'A,' for a term commencing on January 1, 2024 and ending December 31, 2024. The yearly cost for services is in the amount of \$7,125.00, expenses included.

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 August 21, 2023	Resolution # _____, 2023 is hereby approved
_____ Carrie M. Allen, City Clerk	_____ Amy Praught, Mayor

**City of Johnstown**

**Agreement for  
Application Software and  
Support Services**

**Prepared June 23, 2023**





June 23, 2023

Mr. Tom Herr, Treasurer  
City of Johnstown  
33-41 East Main Street, P.O. Box 160  
Johnstown, New York 12095

Dear Mr. Herr,

Enclosed is the agreement for software support and maintenance for the coming year. As in years past, we offer an economical method for providing required and requested revisions, enhancements, and support for the major software applications you previously acquired from Systems East and continue to employ.

Beyond the services performed specifically for your site, this maintenance agreement entitles you to all software enhancements related to applications that play a vital role in your data processing plan as they continue to allow you and your staff to take advantage of contemporary and cost effective web- and cloud-based technology.

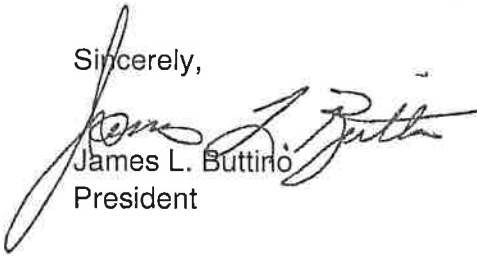
As part of this agreement, Systems East will continue to be available to assist you in your general use our cloud-based products licensed pursuant to an earlier agreement as well as in the resolution of problems if and as required.

**Important:** To prevent a disruption of services, we must receive a signed contract by December 31<sup>st</sup>. Also, payment of annual maintenance is due within thirty days of invoicing. In the event we do not receive either, services will be suspended until a signed agreement and payment are received.

Should you require a Certificate of Insurance, please contact our Administrative Department, and they will be happy to assist you with this. I once again wish to personally express my appreciation for the opportunity of serving you, your staff, and your associates. We all look forward to continuing this productive relationship into the future.

If any questions or concerns arise as a result of the information contained herein, please remember that we remain continually at your disposal.

Sincerely,



James L. Buttrio  
President

JLB/jd



## Section 1: Scope of Services

Services to be provided by Systems East shall include the following:

### **Part 1: Application Maintenance and Support**

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Throughout the course of any given calendar year, several modifications and enhancements of varying magnitude are made to software applications and associated satellites and modules supported pursuant to this agreement. Such revisions are made in response to requests or requirements submitted by clients, modified guidelines suggested or mandated generally accepted accounting procedures, completion of application modules, addition of features, and correction of program aberrations.

Systems East will, on a timely basis, convey to the client any new programs, modifications or enhancements relating to the application systems set forth in Section 4 of this agreement. Such programs, modifications, or enhancements will be installed at the centralized cloud server (hosting site) and will thus be available to Client immediately upon deployment. Revisions that include new functionality or changes to existing functionality will be preceded by a release document setting forth the information necessary for their proper use or implementation. This applies to any relevant enhancements conveyed to the client regardless of their origin or purpose. Enhancements of any nature shall, where applicable, include revisions to system documentation as appropriate.

With regard to the various operational integrated applications, Systems East will assist the client in establishing and maintaining the necessary physical and software links as required for the continued effective operations of all systems. These procedures play a critical role in the proper transcription of information between applications.

### **Part 2: Cloud Hosting of Application and Data**

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Systems East shall be responsible for securing and maintaining the cloud-based environment which hosts the licensed application software and the information in the possession of Systems East applications, and for providing reliable access thereto by the client. Systems East understands that information hosted on its platform is and shall remain the property of the client, that systems East operates as a fiduciary hereunder, and that it shall not sell or otherwise release hosted information except in accordance with the prescribed functionality of the hosted application software.

### **Part 3: Consultation, Training, and General System Support**

---

Systems East will provide the following areas of ongoing support to the client regarding software provided by Systems East and the Windows network currently operational at the client's site:

- **General Support:** Systems East will continue to be available to the client as required to assist in general system operation, report distribution and filing, on-line data retrieval, and other areas of system functionality. Systems East personnel will be available for consultation and/or training regarding fundamental use of the any and all products supplied and/or supported by Systems East.
- **Program Support:** Systems East will provide software support when and if required in the event of any problems directly related to or caused by programs provided to the client pursuant to this

or any previous agreement between the client and Systems East. Systems East will, in the event of malfunction or failure of any software component or program provided by Systems East, effect and install timely correction to the program or programs involved in such failure.

- **Data Recovery:** In the event that significant data loss or disruption occurs due to failure or malfunction of a program or programs designed and developed by Systems East and provided pursuant to this or any previous agreement between Systems East and the client, Systems East will provide guidance and assistance in the recovery of such lost or damaged data provided that notification to Systems East by the client of loss or disruption occurs within a reasonable time to prevent corruption or extinction of related backup files.
- **Windows and Internet Browser Support:** Systems East will continue to be available to assist in the resolution of problems encountered as a result of the use of the Windows OS and contemporary versions of Microsoft Edge, Microsoft Internet Explorer, and Google Chrome as they pertain to the products supported pursuant to this agreement. Through involvement in a number of such installations, Systems East is exposed to a variety of situations and problems. By conveying the encapsulated knowledge gained through such exposure, the client will in many instances be able to circumvent similar problems before they arise. In the event that they do, solutions are often at hand instead of days or possibly weeks away..
- **Information Technology Liaison Service:** Systems East will continue to provide services involving the coordination of the needs and efforts of the client with the scheduling and operational considerations of the departments served pursuant to this agreement.

## Section 2: General Considerations

Systems East and the client agree to abide by the following general considerations:

1. When on-site software installation and/or testing is required, it is expected that adequate computer time will be provided to Systems East staff members between the hours of 8:00am and 5:00pm, Monday through Friday (holidays excluded) as required to accomplish the specified tasks on a timely basis. Machine utilization time frames will be arranged through a coordinated effort between Systems East and the client's designated Information Systems Liaison.
2. The client is expected to provide one technically oriented staff member to serve as project liaison. This person will be instructed how to deal with software releases and notifications, and kept abreast of the status of the various aspects of the entire project. Said staff member shall have a general knowledge of the Windows operating system and contemporary versions of Microsoft Edge, Microsoft Internet Explorer, and Google Chrome.
3. When installing new or revised programs, data files, views, or related components, Systems East shall conform to industry standards for naming conventions, directory structure, and security protocols, and include consideration of the typical Client operating environment.
4. The client shall not be bound to the use of any or all products conveyed as a result of this contract. It is understood that the client may wish to maintain its own versions of systems or programs involving certain functions and shall be allowed to do so.
5. Systems East recognizes the fact that client production functions and processes shall have priority over all systems development and implementation efforts.
6. Systems East recognizes that the client's computer equipment is to be used solely for satisfying the needs of the respective client's operations.
7. Systems East shall provide technically competent personnel as required to satisfy obligations involved in this contract. No person shall be allowed access to the equipment, the processing infrastructure or program code unless such assignee possesses the knowledge and skills necessary to safely and effectively adjudicate their responsibilities thereon.
8. All software products supplied and/or supported by Systems East shall be treated and considered as proprietary information regardless of the contract period. Acceptance of this contract entitles the client to the full and unlimited use of any and all software supplied provided said program products are used on location at the client's office building on one file server in support of government operations. No dissemination of program products conveyed as a result of this contract shall be permitted by employees or agents of client without express written consent from Systems East. The specific list of products shall include programs, batch files, icons, documentation, and other materials related to the application systems and software delivered or supported as a part of this agreement as set forth in Section 4 hereof and any additional products developed and delivered to the client by Systems East pursuant to this or any previous agreement.
9. For the duration of this agreement, Client is entitled to hosting services and a license for its use of all software developed by Systems East specifically set forth in Section 4. It is understood

that the hosted data provided by Client shall remain the property of Client regardless of the status of this or any subsequent hosting and maintenance agreement.

10. In the event of termination of this agreement for any reason, data owned by Client and hosted by Systems East shall remain available for extract by Systems East staff and delivery to Client as Comma Separated Values (.csv) files with such conversion services available at the prevailing hourly rate for programming services. This clause applies only to Client Data and specifically excludes any internal files or databases that contain proprietary information or intellectual property of Systems East, Inc.
11. It is understood and agreed by the parties hereto that all claims for payment by Systems East hereunder are expressly made subject to monies made available for this agreement through budget adoption or transfer of funds and that the client shall incur no liability for any such payments beyond the monies so appropriated. It is further understood that this agreement and acceptance of relevant services provided pursuant to same shall in no way cause an obligation on the part of the client to consider similar agreements in the future or appropriate monies for such agreements.
12. In the event that maintenance or support is required for products developed by Systems East, Inc. and licensed to the client but not included in the scope of this agreement, services shall be available to the client at our prevailing hourly rate, provided such products are still actively supported by Systems East, Inc. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East, Inc. will provide estimates in advance upon request.
13. In the event that this agreement for services is not executed by the indicated service commencement date with at least one original copy on file at the offices of both parties hereto, and further in the event that the client either requests or accepts services performed by Systems East in good faith during the calendar year for which such services would be purchased hereunder, it is understood that monies owed by the client to Systems East as described in the "Statement of Acceptance" herein shall become due and payable in accordance as set forth therein.
14. This agreement may be terminated or reassigned through written notification by the initiating participant to the other participant. In the event of such action, written notice of such intent, signed by the appropriate duly authorized municipal or corporate officer, shall be delivered to the other participant by certified mail at least 60 days prior to the date of such intended cancellation. Further and in the event of a premature cancellation by the client, the client agrees to pay to Systems East all monies as described and set forth herein for uninterrupted months in which services were provided. The amount due to Systems East for the final (partial) month of service shall be derived by dividing the calendar day of the month of cancellation by the number of days in the month of cancellation, such quotient being multiplied by the monthly fee set forth herein.



## Section 3: Benefits of Subscription

By enrolling in this support and development plan the client is assured of the following benefits.

- **Improved Information Systems Cost/Performance Ratio:** Systems East provides staff experienced in relevant areas such as information technology, accounting, real property tax administration, and many other functions common to the client environment, yet these services are available at a cost far less than a programmer/analyst position.
- **Increased Level of Sophistication:** Systems East will continue to provide properly tested, user-oriented software aimed at increasing productivity and reducing costs. All software products are extensively tested prior to release for use by our clients.
- **Increased Staff Mobility and Productivity:** Any IT staff member will eventually reach a point of saturation as system workloads increase. By relieving the programmer/analyst of the task of maintaining or modifying operational software, Systems East enables your existing staff to engage in other equally productive activities.
- **Conservation of Tax Dollars through Reduction in Redundant Efforts:** Software and hosting services provided by Systems East will be written or modified only once, yet the benefits will be realized by all subscribing clients. Subscribers conserve funds by contributing towards only a portion of the related costs instead of bearing the entire burden.
- **Participation in the Systems East Shared Services Model:** Systems East recognizes that your continuing commitment to information technology requires a sizable investment. Shared Services provide an economically feasible pathway for timely achievement of goals relating to application software deployment and support. We have found that is best be achieved by:
  - » Researching, incorporating, and deploying contemporary, cost-effective technology
  - » Providing and maintaining effective vertical application software, eliminating the need for costly software design and development staff in your client
  - » Pooling efforts to eliminate redundancy
  - » Demonstrating additional methods of effective software, staff, and equipment utilization
  - » Employing the use of software products aimed at increasing both end-user and machine productivity.
  - » Disbursing the cost of services over several participating clients.

We are confident that you will continue to realize how these and other benefits far outweigh the cost of subscription.

## Section 4: Contractual Term and Cost

Services will be contracted for a period of twelve months commencing January 1, 2024.

**Important:** To prevent a disruption of services, we must receive a signed contract by December 31<sup>st</sup>. In the event we do not, services will be suspended until a signed agreement is received.

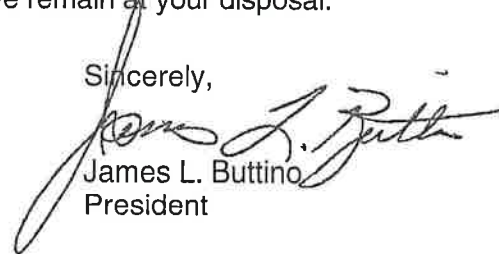
For the term, based on the categories and items mentioned in this proposal, we are able to offer the following at the fixed fee indicated:

\* Total Collection Solution (TCS) Support and Maintenance ..... \$7,125.00

**TOTAL: \$7,125.00 (due within thirty days of invoicing)**

We look forward to the opportunity of working with you and your associates. With direction and an effectively coordinated effort, it is possible to achieve impressive results at a fraction of the cost. If questions arise or additional information is required, we remain at your disposal.

Sincerely,



James L. Buttino  
President



## Section 5: Statement of Acceptance

**WHEREAS**, City of Johnstown, New York has in the past obtained a license for use of software provided by Systems East, Inc. as set forth in Section 4 herein and for the required hosting services related thereto, and

**WHEREAS**, City of Johnstown continues to use referenced software and intends to do so at least for the duration of this agreement, and

**WHEREAS**, City of Johnstown is desirous of retaining Systems East for the purpose of software maintenance and general system support,

**NOW, THEREFORE**, it is mutually agreed as follows:

Systems East, Inc. shall provide to City of Johnstown the services outlined in the "SCOPE OF SERVICES" of the attached contract.

- \* City of Johnstown and Systems East, Inc. shall both recognize and abide by the rules found in the "GENERAL CONSIDERATIONS" section of the attached contract.
- \* Total consideration for the software and services set forth in this agreement shall be **\$7,125.00**. Consideration shall be remitted to Systems East by Client within thirty days of invoicing.

This agreement shall terminate December 31, 2024.


(seal)

CITY OF JOHNSTOWN

By: \_\_\_\_\_  
Amy Praught, Mayor

(seal)

SYSTEMS EAST, INC.

By:  \_\_\_\_\_  
James L. Butting, President



August 21, 2023

## Resolution No. 6, 2023

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

### AUTHORIZE SUPPLEMENTAL REQUEST #1 FOR THE CONSTRUCTION SUPPORT PHASE OF THE CORK CENTER RESERVOIR DAM REHABILITATION – PHASE II (VALVE REPLACEMENT) PROJECT

**WHEREAS**, NYS DEC has issued a permit to the Johnstown Water Department to rehabilitate the Cork Center Reservoir Dam in order to bring it to full compliance with all dam safety requirements; and

**WHEREAS**, the Water Board passed Resolution #5 on February 8, 2016 to award a Contract to Greenman-Pedersen, Inc. (GPI) for design services relating to the Cork Center Reservoir Dam Rehabilitation; and

**WHEREAS**, GPI provided additional services for the bidding phase of this project beyond the scope of the original proposal; and

**WHEREAS**, GPI is preparing for the construction support phase, the next phase of work for the Cork Center Reservoir Dam Phase II, valve replacement project; and

**WHEREAS**, GPI will complete the additional scope of services in the amount of \$25,224.44.

#### NOW, THEREFORE, BE IT

**RESOLVED**, that the Common Council hereby accepts Supplemental Request #1, annexed hereto, in the amount \$25,224.44, resulting in a new contract price in the amount of \$131,695.34; and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute Supplemental Request #1 with Greenman-Pedersen, Inc. for construction support phase of the Cork Center Reservoir Dam Rehabilitation – Phase II (Valve Replacement) 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 August 21, 2023

Resolution # \_\_\_\_\_, 2022 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



July 13, 2023

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

Via Email

Re: Supplemental #1 Request - Cork Center Dam Rehab - Phase II

Dear Mr. Vose:

Greenman-Pedersen, Inc. (GPI) is preparing for the construction support phase of the Cork Center Reservoir Dam Rehabilitation – Phase II (Valve Replacement) project for the City of Johnstown (the City). As discussed previously, at the request of the City of Johnstown and the Water Board our team provided additional services for the bidding of this project beyond the scope of the Cork Center Reservoir Dam Rehabilitation – Phase II Proposal, dated December 17, 2020. Services included updating documents for the transition of the project from the Water Board to the City of Johnstown, advertisement for bid, bid phase support, evaluation of bids and correspondence to bidders. We propose to bill these additional services as lump sum in accordance with the hourly rate schedule provided in our previous fee proposal. A breakdown of the time spent, and expenses incurred on these efforts and proposed fee are included in Table 1 below:

Table 1 – Additional Services Hours to Date			
Title/Expense	Hours	Hourly Rate	Lump Sum Fee
Project Manager	17	\$ 165.00	\$ 2,805.00
Civil Engineer I	58	\$ 125.00	\$ 7,250.00
Daily Gazette – Bid Advertisement	-	-	\$ 93.80
Leader-Herald – Bid Advertisement	-	-	\$ 65.52
Constructive Copy – Bid Advertisement & Plan Holders List	-	-	\$ 140.40
		<b>Total</b>	<b>\$ 10,354.72</b>

We anticipate adding scope of services to include a building structure over the lower valve house and re-bidding the project. A breakdown of the time anticipated and expenses anticipated on these efforts and proposed fee are included in Table 2. GPI's scope will include the following:

- Valve house - 40 hours
  - GPI review of documents and update documents
  - Coordinate and incorporate Town comments
  - Update valve house drawings to reflect current existing conditions
  - Edit drawings (valve house and current Phase II) to specify as an add alternate and the base bid
  - Update Project manual to accommodate bid alternate
  - Add tech specs to project manual for any materials not yet covered
- Re-Bid – 50 hours
  - Coordinate schedule (dates for bid ad, walk, opng, etc.) with City
  - update bid drawings and project manual for new dates, etc.
  - Advertisement for Bid
  - Prebid Site Walk
  - Bidders Questions & Addenda
  - Bid evaluation & recommendation

Table 2 – Anticipated Document Update and Bid Phase Hours			
Title/Expense	Hours	Hourly Rate	Lump Sum Fee
Project Manager	38	\$ 185.00	\$ 7,030.00
Civil Engineer I	52	\$ 145.00	\$ 7,540.00
Daily Gazette – Bid Advertisement	-	-	\$ 93.80
Leader-Herald – Bid Advertisement	-	-	\$ 65.52
Constructive Copy – Bid Advertisement & Plan Holders List	-	-	\$ 140.40
Total			\$ 14,869.72

A summary of proposed fees and revised contract amount are included in Table 3 below:

Table 3 – Revised Contract Total	
Original Contract Lump Sum Fee	\$106,470.90
Supplemental Request #1 (Additional Services Hours to Date)	\$ 10,354.72
Supplemental Request #1 Bid Phase (Anticipated Bid Phase Hours)	\$ 14,869.72
<b>Revised Contract Amount</b>	<b>\$131,695.34</b>

Additional engineering and construction phase services, beyond the scope of the requested work, can be provided at the request of the client using the following hourly rate schedule.


Table 4 - 2023 Hourly Rate Schedule	
Project Director/VP .....	\$240.00
Senior Engineering Technician/Designer .....	\$200.00
Project Manager .....	\$185.00
Construction Manager.....	\$165.00
Engineer II .....	\$165.00
Senior Environmental Scientist .....	\$160.00
Geotechnical Engineer.....	\$145.00
Engineer I .....	\$145.00
Resident Engineer .....	\$143.00
Engineering Technician/Designer .....	\$125.00
Assistant Engineer II .....	\$105.00
Junior Engineer.....	\$90.00
Environmental Scientist .....	\$75.00

*GPI reserves the right to increase these billings rates by 3% annually.*

*Rates include non-salary expenses such as small format copies, mailings, and shipping. Third party services will be passed through to the client without mark-up. Reimbursable expense such as hotel, meals and mileage to the site will be reimbursed at the GSA government rate in affect at the time of travel.*

GPI appreciates the opportunity to submit this supplemental request. If during your review of this proposal you should have any questions, please do not hesitate to contact me.

Sincerely,  
GPI/Greenman-Pedersen, Inc.

  
Patrick McFadden, PE  
Project Manager | Structural Engineer  
80 Wolf Road, Suite 300, Albany, NY 12205  
518.898.9530

### Client Authorization

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



August 21, 2023

## Resolution No. 7, 2023

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

### ADVERTISE FOR PUBLIC HEARING TO AMEND THE CODE OF ORDINANCES; CHAPTER 20, SECTION 20-202. DESIGNATION OF THROUGH STREETS

**WHEREAS**, the Common Council has authority to designate streets or parts of streets where parking time limits have been established, and shall cause such streets to be marked by suitable signs or other devices indicating the parking time limits and the periods when such time limits shall be in effect; and

**WHEREAS**, the Common Council wishes to amend the City of Johnstown Code of Ordinances, Chapter 20, Section 20-202, entitled Designation of Through Streets, to include the following in subsection (c) Schedule of Streets:

- Court Street – “No Parking Anytime” on both sides of the street from the intersection with North Market Street; east, to the end of Court Street (Dead End Street); and

**WHEREAS**, a Public Hearing is required so all interested parties may be heard concerning said Ordinance,

### NOW, THEREFORE BE IT

**RESOLVED**, that the City Clerk is hereby authorized and directed to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, that a Public Hearing is set for Monday, September 18, 2023 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which time anyone interested or affected may be heard; and be it further

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			

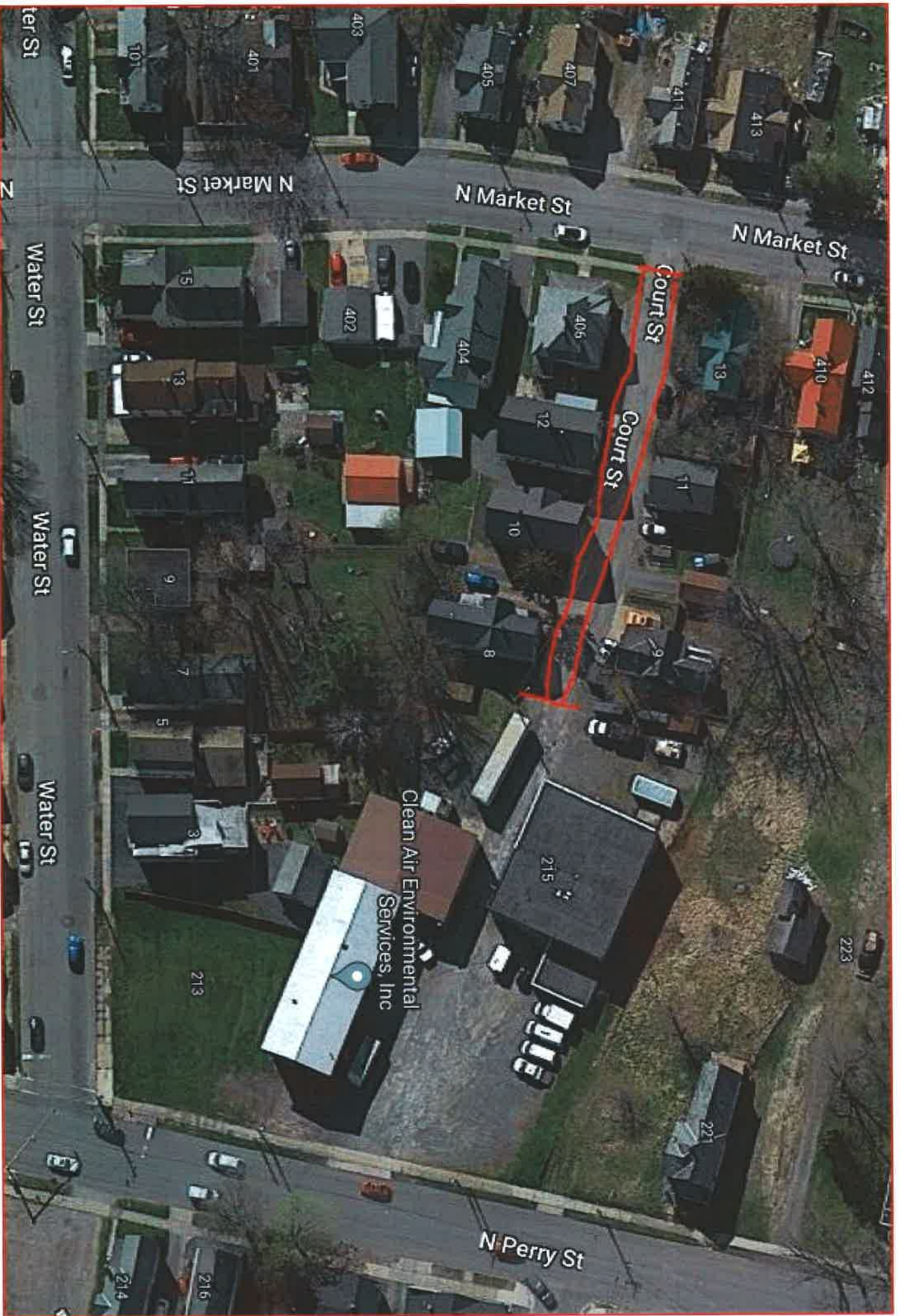
Adopted by the Common Council on August 21, 2023

Resolution # , 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor









August 21, 2023

## Resolution No. 8, 2023

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

AUTHORIZE AN SITE SCHEDULED MAINTENANCE PLAN WITH SOUTHWORTH-MILTON, INC.  
D/B/A MILTON CAT FOR THE MAINTENANCE OF GENERATORS LOCATED AT THE  
FILTRATION PLANTS

### BE IT

**RESOLVED**, that the Mayor is hereby authorized and directed to execute an On Site Scheduled Maintenance Plan, a copy of which is attached hereto, with Southworth-Milton, Inc. d/b/a Milton CAT to provide scheduled maintenance for the filtration plants; Cork Center & Crhistman Reservoir; and be it further

**RESOLVED**, that this is a three (3) year agreement to commence October 1, 2023 - September 30, 2026; and be it further

**RESOLVED**, payment shall be made in yearly installments as specified in the attached On Site Scheduled Maintenance Plan.

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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



# Milton



Billing # 8022838

Date:

7/13/2023

Customer # 8022838

<b>Invoice to:</b>			<b>Site Information:</b>		
City of Johnstown Water Department 27 E Main St Johnstown, NY 12095			City of Johnstown Water Department 3776 State Hwy 29 Johnstown, NY 12095		
<b>Attn:</b>	John Denmark		<b>Site Contact:</b>	John Denmark	
<b>E-mail:</b>	69Denmark@gmail.com		<b>E-mail:</b>	waterdepartment@cityofjohnstown.ny.gov	
<b>Phone:</b>	518-736-4027		<b>Phone:</b>	518-736-4027	
<b>Cell:</b>	518-774-3765		<b>Cell:</b>	518-774-3765	
<b>Fax:</b>			<b>Fax:</b>	69denmark@gmail.com	
<b>Make:</b>	Olympian	<b>Contract Years:</b>	3	<b>Service Schedule Type:</b>	Non Flexible
<b>Model:</b>	CD030	<b>Contract Period :</b>	10/1/2023 9/30/2026	<b># of PM Services</b>	6
<b>Serial #:</b>	2007095	<b>Customer Equip #:</b>	3776 State Hwy 29	<b># of Secondary Events</b>	1
<b>KW:</b>	30		EQ177775		
				<b>Total # of Services</b>	7

<b>Notes:</b>					
ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION.					

<b>Agreement Price:</b>		\$ 8,222.18	<b>PM Price year 2:</b>	\$ 2,611.71	<b>Loadbank Test:</b>	\$ -
<b>PM Price Year 1:</b>		\$ 2,499.24	<b>PM Price year 3:</b>	\$ 2,729.23	<b>Battery Replacement:</b>	\$ 382.00
			<b>Other Services:</b>	\$ -	<b>ATS Test:</b>	\$ -
<b>Description</b>		<b>Date of Service</b>		<b>Year</b>	<b>Price</b>	
PM 1		February		2024	\$1,056.15	
PM 2		August		2024	\$1,443.09	
PM 1		February		2025	\$1,103.68	
PM 2		August		2025	\$1,508.03	
PM 1		February		2026	\$1,153.34	
PM 2		August		2026	\$1,575.89	
<b>Battery Replacement</b>		Last Battery: 8/2021 (1) 230-6368		August	2024	\$382.00
		Customer to provide lifting				
		assistance for battery replacement				
		This is REQUIRED to avoid cost of				
		second tech.				
<b>Prevailing Wage</b>		<b>Prevailing Wage</b>		<b>Prevailing Wage</b>	<b>Prevailing Wage</b>	
ASSUMES GROUND LEVEL						
<b>GENERATOR INSTALLATION</b>		ALL WORK TO BE DONE DURING				
		NORMAL WEEKDAY HOURS.				
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		



# Milton



Billing # 8022838

Date:

7/13/2023

Customer # 8022838

<b>Invoice to:</b> City of Johnstown Water Department 27 E Main St Johnstown, NY 12095		<b>Site Information:</b> City of Johnstown Water Department 314 County Hwy 116 Johnstown, NY 12095	
<b>Attn:</b>	John Denmark	<b>Site Contact:</b>	John Denmark
<b>E-mail:</b>	69Denmark@gmail.com	<b>E-mail:</b>	waterdepartment@cityofjohnstown.ny.gov
<b>Phone:</b>	518-736-4027	<b>Phone:</b>	518-736-4027
<b>Cell:</b>	518-774-3765	<b>Cell:</b>	518-774-3765
<b>Fax:</b>		<b>Fax:</b>	69denmark@gmail.com
<b>Make:</b>	Olympian	<b>Contract Years:</b>	3
<b>Model:</b>	CD060	<b>Contract Period :</b>	10/1/2023 9/30/2026
<b>Serial #:</b>	2007094	<b>Customer Equip #:</b>	314 County Hwy 116
<b>KW:</b>	60		EQ177773
		<b>Service Schedule Type:</b>	Non Flexible
		<b># of PM Services</b>	6
		<b># of Secondary Events</b>	1
		<b>Total # of Services</b>	7

**Notes:**

ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. ADD SALES TAX If applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION.

<b>Agreement Price:</b>		\$ 8,176.31	<b>PM Price year 2:</b>	\$ 2,603.75	<b>Loadbank Test:</b>	\$ -
<b>PM Price Year 1:</b>		\$ 2,491.63	<b>PM Price year 3:</b>	\$ 2,720.92	<b>Battery Replacement:</b>	\$ 360.00
		<b>Other Services:</b>		\$ -	<b>ATS Test:</b>	\$ -
Description		Date of Service		Year		Price
PM 1		February		2024		\$1,056.15
PM 2		August		2024		\$1,435.48
PM 1		February		2025		\$1,103.68
PM 2		August		2025		\$1,500.08
PM 1		February		2026		\$1,153.34
PM 2		August		2026		\$1,567.58
<b>Battery Replacement</b>		Last Battery: 8/2021 (1) 8C3602		August		2024
		Customer to provide lifting				\$360.00
		assistance for battery replacement				
		This is REQUIRED to avoid cost of				
		second tech.				
<b>Prevailing Wage</b>		Prevailing Wage		Prevailing Wage		Prevailing Wage
ASSUMES GROUND LEVEL						
<b>GENERATOR INSTALLATION</b>		ALL WORK TO BE DONE DURING				
		NORMAL WEEKDAY HOURS.				
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		



# PREVENTIVE MAINTENANCE

## PM1 AND PM2

To help protect your investment and assure the reliability of your power generation equipment, Milton CAT offers different types of Preventive Maintenance or PM agreements. As with all Milton CAT Preventive Maintenance, PM1 and PM2 services are scheduled and performed by Milton CAT factory-trained technicians.

### **PM1 SERVICE (INSPECTION/MINOR)**

#### **Cooling System**

- Inspect radiator/heat exchanger for leaks, exterior cleanliness and/or deterioration.
- Check and record coolant level.
- Check and record coolant freeze protection.
- Obtain coolant sample and send out for laboratory analysis.
- Inspect hoses and connections for signs of leaks and/or deterioration.
- Inspect fan drive pulley and fan for signs of wear or cracks.
- Inspect fan drive belts for signs of cracking or deterioration.
- Confirm jacket water heater is working and record coolant temperature (engine not running).
- Inspect water pump for any indication of leaks.

#### **Fuel System**

- Inspect fuel water separator (if equipped), drain any water from water/sediment bowl (if equipped).
- Check and record fuel tank level (if equipped with gauge).
- Visually inspect fuel tank and fuel piping for any indication of leaks.
- Inspect fuel lines and connections for leaks.

- Inspect governor linkage (if equipped) for free movement and signs of wear.
- Record fuel pressure (if equipped) while engine is running.

#### **Air Intake and Exhaust System**

- Check air filter restriction gauge (if equipped with gauge) for amount of filter restriction.
- Inspect filter element visually.
- Inspect air intake system for any loose components or signs of wear/rubbing.
- Inspect turbocharger(s) (if equipped) for loose intake or exhaust components.

#### **Lube Oil System**

- Verify oil level is between "add" and "full" marks on dipstick.
- Inspect crankcase breather and related tubing for signs of leaks or excessive pressure.
- Crankcase fumes disposal tube/piping should be extended beyond radiator to prevent oil mist contamination of radiator core.
- Note and record oil pressure on gauge with engine running.
- Obtain oil sample (via sample port with engine running) and send out for laboratory analysis.\*
- Check for any signs of oil leaks.

*\* If engine is not currently equipped with a sample valve, Milton CAT will install one at no cost during first scheduled service.*



[www.miltoncat.com](http://www.miltoncat.com)

### **Starting System**

- Check and record specific gravity reading of each cell (if maintainable).
- Check for proper level of electrolyte in each cell.
- Check battery charger for proper operation and record amperage reading.
- Check and record the last date that batteries were replaced. Recommend that batteries be replaced every three years, regardless of condition.

### **Control Panel**

- Verify gauges are operating and record readings.
- Check for presence of any warning lights/alarms.
- Perform lamp/bulb test.

### **Safety Controls – check for proper operation of safety devices below:**

- Overcrank
- Overspeed
- High Coolant Temperature
- Low Oil Pressure
- Not-in-Auto
- Emergency Stop

### **Natural Gas or Propane Generator Sets**

- Inspect engine gas lines, regulator and carburetor for signs of leaks/corrosion.
- Inspect carburetor and linkage (if equipped) for proper operation.
- Inspect ignition system (magneto/distributor/spark plugs/wires).

### **Operational Checks with Engine Running**

- Check for any leaks or unusual noises.
- Verify proper voltage and frequency via control panel gauges.
- Check for proper air inlet and outlet louver operation (if equipped).
- Operate for no more than five (5) minutes without load. Longer periods not recommended without a minimum of 30% of nameplate capacity load applied.
- Perform five (5) minute confidence test/available building load test if permitted by customer. Customer representative must be present to operate necessary circuit breaker to allow transfer to emergency source.

### **Walk-around inspection**

- Visual inspection of generator and environment.
- Check for signs of rodent/insect activity.

### **Conclusion of visit / Recommendations**

- Control panel: confirm control switch is in "auto" position.
- Circuit breaker: confirm breaker is in "ON" position.
- Provide written recommendation(s) for any suggested repairs.
- Make electronic copy of inspection report available to customer.
- Provide written estimate of additional work to customer within one week of service visit.
- Technician will clean up and dispose of any waste generated during service visit.

### **PM2 SERVICE (INSPECTION PLUS OIL CHANGE/ MAJOR)**

#### **Perform all work required under PM1 Inspection plus;**

- Replace lubricating oil and lubricating oil filters and fuel filters (including fuel/water separators).



Southworth-Milton, Inc. d/b/a Milton CAT  
STANDARD TERMS AND CONDITIONS OF CUSTOMER SERVICE AGREEMENT ("Terms and Conditions")

**A. AUTOMATIC RENEWAL OF AGREEMENT**

1. 12-Month Periods This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT PSSR 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Service Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

**SERVICE HOURS:** Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all work emergency service requests performed outside of regular business hours.

**PRICES:** Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below. Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

**PAYMENT TERMS:** Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate, if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

**ENTRY TO PERFORM WORK:** If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

**FORCE MAJEURE:** Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers.

**CANCELLATION:** Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

**WARRANTY:** Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

**OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.**

**LIMITATION OF LIABILITY:** Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

**INDEMNIFICATION:** Customer shall defend, indemnify and hold harmless Milton, its employees, directors, affiliates, customers, agents, vendors, successors, and assigns against any and all damages, claims or liabilities, expenses (including attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of Customer, its agents, employees, or subcontractors. The foregoing indemnity shall not apply to any damages or liabilities to the extent caused by the willful misconduct or gross negligence of Milton.

**WAIVER OF JURY TRIAL:** CUSTOMER HEREBY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN ANY CAUSE OF ACTION THAT MAY ARISE OUT OF THIS AGREEMENT.

**MODIFICATION:** These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

**ASSIGNMENT:** The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

**APPLICABLE LAW; VENUE:** The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction in the Commonwealth of Massachusetts and no other state or province.

**CONCLUSION:** All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

**BINDING EFFECT:** The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

**NON-WAIVER:** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**HEADINGS:** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**NOTICES:** All notices required or desired to be given hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

**AFFIRMATIVE ACTION NOTICE:** Customer is notified that they may be subject to the provisions of: 41 C.F.R. §60-300.5(a); 41 CFR §60-741.5(a); 41 C.F.R. §60-1.4(a) and (c); 41 C.F.R. §60.17(a); 48 C.F.R. §52.222-54(e); and 29 C.F.R. Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Customer shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Customer shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Customer agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including but not limited to the Fair Housing Act, Americans with Disabilities Act, all federal, state and local laws and any other laws, codes or regulations incorporated into the Owner-Contractor agreement as they may apply to the Work.

<b>Customer</b>	<b>Southworth-Milton, Inc. d/b/a/ Milton CAT</b>
Name: _____	Name: <u>Pete Olivier</u>
Title: _____	Title: <u>Power Systems - Inside Sale Representaitve</u>
Signature _____	Signature: <u>Pete Olivier</u>
Date: _____	Date: <u>7/13/2023</u>
<b>Agreement price void 30 days from date</b>	
<b>When signed please email to: <u>Pete_Olivier@miltoncat.com</u></b>	



August 21, 2023

## Resolution No. 9, 2023

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

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### ADVERTISE FOR REQUEST FOR PROPOSALS FOR THE DEMOLITION OF 31 CRESCENDOE ROAD

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**WHEREAS**, it is necessary to demolish 31 Crescendoe Road, the former Crescendoe Knit factory building; and

**WHEREAS**, the City wishes to advertise for Request for Proposals, from qualified firms, for demolition services.

### **NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Clerk is hereby authorized to advertise, once in the Leader-Herald, the official newspaper for the City of Johnstown, and the New York State Contract Reporter that the City is accepting Requests for Proposals for the demolition of 31 Crescendoe Road. The deadline for a written response is Wednesday, September 13, 2023 at 11:00 a.m.

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 August 21, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor